



City of Tacoma
Environmental Services Department

SPECIFICATION NO. ES21-0030N

SWM SOUTH PUBLIC RECEIVING BUILDING DEMOLITION AND IMPROVEMENTS

Project No. ENV-02015-01

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
ES21-0030N

SWM SOUTH PUBLIC RECEIVING BUILDING
DEMOLITION AND IMPROVEMENTS

PROJECT NO. ENV-02015-01



Daniel M. Drathman, P.E.
Science & Engineering Division
Environmental Services Department

326 East D Street
Tacoma, Washington 98421-1801

SPECIFICATION NO. ES21-0030N

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**City of Tacoma
Environmental Services Department**

**REQUEST FOR BIDS ES21-0030N
SWM South Public Receiving Building Demolition and Improvements**

Submittal Deadline: 11:00 a.m., Pacific Time, Wednesday, February 9, 2022.

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.

Submittal Delivery: 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: Submittals in response to a RFB will be recorded as received by a Purchasing representative. Final results are posted to our website www.TacomaPurchasing.org as they come available.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

- [Register for the Bid Holders List](#) to receive notices of addenda, questions and answers and related updates.
- Click here to see a [list of vendors registered for this solicitation](#).

Pre-Proposal Meeting: A pre-proposal meeting will be held outdoors at the Tacoma Recovery and Transfer Center, located at 3510 S Mullen Street, Tacoma, WA on Wednesday February 2, 2022, at 9:00 AM to answer questions regarding the project in general as well as the Equity in Contracting (EIC) requirements included in the Contract. A site visit will follow. Prospective bidders are strongly encouraged to attend this meeting. The meeting will follow to current WA State Covid-19 protocols.

Project Scope: The project generally consists of modifying, demolishing, and disposing of an existing approximately 5,000 square foot steel structure at the City of Tacoma Transfer and Recovery Center. The structure is currently used for yard waste processing. Cast-in-place concrete replacement, structural steel modifications, and painting are also included.

Estimate: \$150,000

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. For more information, visit [our Minimum Employment Standards Paid Sick Leave webpage](#).

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 Gail Himes at ghimes@cityoftacoma.org, or by calling her collect at 253-591-5785.

Federal 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 Carly Fowler, Buyer by email to cfowler@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.

CITY OF TACOMA

Special Instructions

Equity in Contracting Instructions

As part of the City of Tacoma's ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women's Business Enterprise and approved by the Equity in Contracting Program ("Certified Businesses"). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works to the City of Tacoma. The EIC Program requirements are contained in [Tacoma Municipal Code Chapter 1.07](#).

Bidders on City of Tacoma contracts are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. **A bidder who fails to meet the stated EIC requirements will be considered non-responsible.** Bidders are also subject to the City's Equal Employment Opportunity policies prohibiting discrimination.

The stated EIC requirements may be met by the bidder or by identified subcontractors. All SBE goals may be met by using DBEs or SBEs from the OMWBE list. Contact the EIC Office at (253) 591-5075 if there are questions about this requirement.

It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by the State of Washington's Office of Minority and Women Business Enterprises and approved by the City of Tacoma EIC Program **at the time of bid submittal**. Business certification may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 4:30 PM, Monday through Friday.

A list of OMWBE certified firms for Pierce, King, Lewis, Mason and Grays Harbor counties, is available on the following web site address:
www.omwbe.diversitycompliance.com.

The Equity in Contracting (EIC) forms included in these bid documents must be fully and accurately completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.

SPECIAL REMINDER TO ALL BIDDERS

HEALTH & SAFETY: Be sure to comply with all City of Tacoma health and safety requirements.

1. This project has been deemed to be an essential project by the City of Tacoma and it is anticipated that the contract will be operational during the COVID-19 outbreak. Therefore the contractor shall complete a health and safety plan describing how the contractor will complete the work while combating the COVID-19 spread (social distancing practices) and what Personal Protective Equipment (PPE) will be in place.

PLEASE NOTE: Be sure you have complied with all specifications and requirements and have signed all required documents.

YOUR ATTENTION IS PARTICULARLY CALLED to the following forms, which must be executed in full before the bid is submitted:

1. **BID PROPOSAL:** The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
2. **SIGNATURE PAGE:** To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.
3. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
4. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
5. **EQUITY IN CONTRACTING (EIC) UTILIZATION FORM**

Bidders shall complete the Equity in Contracting Utilization Form in accordance with the City of Tacoma Equity in Contracting Regulations Manual and Chapter 1.07 of the City of Tacoma Municipal Code (TMC). This form shall be fully and accurately completed and returned with submission of the Bid and will be used to determine if the Bidder is in compliance with the EIC regulations and the TMC.

Bidders shall meet the percent sub-contracting requirements listed on the EIC Requirement Form to be considered responsive. Bidders unable to meet the percent sub-contracting requirements shall submit an Application of Waiver of EIC Requirements, the Equity in Contracting Utilization Form, and any required attachments with the Bid in accordance with the Equity in Contracting Regulations Manual located in PART IV of these Specifications.

FAILURE TO COMPLETE AND SUBMIT EIC FORMS WITH THE BID SUBMITTAL PACKAGE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE AND REJECTED.

POST AWARD FORMS EXECUTED UPON AWARD:

- A. CONTRACT: Must be executed by the successful bidder.
- B. PAYMENT BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- C. PERFORMANCE BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- D. CERTIFICATE OF INSURANCE: Shall be submitted with all required endorsements.

CODE OF ETHICS: The successful bidder agrees that its violation of the City's Code of Ethics contained in TMC Chapter 1.46 shall constitute a breach of the contract subjecting the contract to termination.

**CITY OF TACOMA
FINANCE/PURCHASING DIVISION
SPECIAL NOTICE TO BIDDERS**

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.
 - a. Bidder Responsibility. Bidders shall not be in violation of 39.04.350 RCW Bidder Responsibility Criteria - Supplemental Criteria.

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 Small Business Enterprise and Local Employment and Apprenticeship 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 sendbid@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.

PART I

GENERAL PROVISIONS

GENERAL PROVISIONS

(Revised December 15, 2020)

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.
2. Special Provisions prevail if they conflict with the General Provisions and/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 indemnify, 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 Contractor 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 of November
Day after Thanksgiving	4th Friday of 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 accountspayable@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(l), 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 hereinabove 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.

PART II

DOCUMENT 00720 GENERAL CONDITIONS FOR WASHINGTON STATE FACILITY CONSTRUCTION

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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 entitling 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 which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving 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

Insurance amounts: The coverage limits shall be as follows:

- A. Limits of Liability shall not be less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage (other than Automobile Liability) Each Occurrence; Personal Injury and Advertising Liability Each Occurrence.
- B. \$2,000,000 Combined Single Limit Annual General Aggregate.
- C. \$2,000,000 Annual Aggregate for Products and Completed Operations Liability.
- D. \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.

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 \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% 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: Unless otherwise provided in Division 1, the Progress Schedule shall be in the form of a bar chart, or a critical path method analysis, as specified by Owner. The preliminary Progress Schedule may be general, showing the major portions of the Work, with a more detailed Progress Schedule submitted as directed by Owner.
- 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, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition.
- 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, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- 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: If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- 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.

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: 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. 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.
- 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 Department of Labor and Industries, 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 Department of Labor and Industries, 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 Department of Labor and Industries. 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 prefilled 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 Department of Labor and Industries 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 Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.
- G. Certified Payrolls: Consistent with WAC 296-127-320, the Contractor and any subcontractor shall submit a certified copy of payroll records if requested.

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: Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.
- 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. Contractor responsible for safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
- 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. 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.
- C. 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.

B. Provide names of Subcontractors and use qualified firms: Before submitting the first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. 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.

- 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 retainage; Options for retainage: 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 retainage. 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 COMPLETION, 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 Department of Labor and Industries 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 Department of Labor and Industries.
 - (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) Associated General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement current edition, on the Contract execution date.
- (2) The National Electrical Contractors Association for equipment used on electrical work.
- (3) The Mechanical Contractors Association of America for equipment used on mechanical work.

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;
 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.);
 - 10. Vendors', rental agencies', Subcontractors', and agents' invoices;
 - 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.

PART III

**DOCUMENT 00730 SUPPLEMENTAL CONDITIONS
AS MODIFIED BY THE CITY OF TACOMA**

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PART 1 GENERAL PROVISIONS

1.01 DEFINITIONS

Replace Article F in Section 1.01 with the following:

- 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, Payment Bond, Performance Bond, and all addenda and modifications thereof.

Replace Article H in Section 1.01 with the following:

- H. “Contract Time” is the number of calendar days or the dates stated in the Contract to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Owner for final payment.

Replace Article O in Section 1.01 with the following:

- O. “Notice” means a written or electronic notice which has been delivered to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail to the last business address known to the party giving notice

Replace Article Q in Section 1.01 with the following:

- Q. “Owner” means the City of Tacoma 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 of the General Provisions:

- AC. “Abbreviations” refer to trade association names and titles of general standards that 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. “Advertisement for Bids” is equivalent to, and used interchangeably with the term Advertisement for Proposals.
- AE. “Allowance” is a predefined, not to exceed amount reserved for specific work packages. The Owner will define the scope of each work package, and Work shall not take place without Owner’s prior approval. All Work is subject to the Owner’s discretion, and Owner may delete all or portions of Allowance work without cost or penalty. The Work will be priced in accordance with the methods defined in Part 7 Changes.
- AF. “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 by the Contracting Agency.

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- AG. “Base Bid” is the sum stated in the Bid Proposal Form 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 Bid and Unit Prices. The Base Bid does not include Force Account work and taxes.
- AH. “Calendar Day” is the 24-hour period from midnight to midnight.
- AI. “City” is the City of Tacoma.
- AJ. “Construction Manager” is the Owner’s designated representative and is equivalent to, and used interchangeably with term “Project Representative”.
- AK. “Contracting Agency” (or Owner) is the City of Tacoma.
- AL. “Contract Provisions” is the publication addressing the work required for an individual project. At the time of the call for proposals, 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, affirmative action requirements, and EIC.
- AM. “Engineer” is the City of Tacoma’s registered design professional who will act as the City’s authorized representative when so designated by the City.
- AN. “Furnish” is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and other.
- AO. “Holiday(s)” means the following calendar days: January 1st, 3rd Monday of January, 3rd Monday of February, last Monday of May, June 19th, July 4th, 1st Monday of September, November 11th, 4th Thursday of November, 4th Friday of November, December 25th. If a holiday is on a Saturday, the previous Friday will be observed as a holiday. If the holiday is on a Sunday, the following Monday will be observed as a holiday.
- AP. “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.
- AQ. “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.
- AR. “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.
- AS. “Milestone” means a principal event specified in the Contract Documents relating to an intermediate completion date or time for a Phase prior to Substantial Completion of all Work. Milestones may be adjusted at the sole discretion of the Owner.

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- AT. “Provide” means to purchase, manufacture, fabricate, deliver, furnish, install, complete, assemble, erect in place, test, render ready for use or operation, including necessary related material, labor, appurtenances, services, and incidentals
- AU. “Project Site” is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the project. The extent of the project site is shown in the plans and may or may not be identical with the description of the land on which the project is to be built.
- AV. “Request for Information” is a request from the Contractor to the Owner seeking an interpretation or a clarification of some requirement of the Contract Documents.
- AW. “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.

1.02 ORDER OF PRECEDENCE

Replace the entire Section 1.02 with the following provisions:

- A. 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, and any Special Forms.
 2. Addenda issued during the bidding period.
 3. Supplemental Conditions as modified by the City of Tacoma (PART III).
 4. General Conditions for Washington State Facility Construction (PART II).
 5. General Provisions (PART I).
 6. Specifications – provisions in Division 01 shall take precedence over provisions of any other Division.
 7. Drawings – in case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.
 8. Construction Documents Appendices.
 9. Signed and Completed Bid Proposal Form.
 10. Special Notice to Bidders.
 11. Advertisement for Bids.
 12. Supplemental Documentation.
 13. Reference Documents.
- B. In the event there exists a conflict, inconsistency, or ambiguity within the terms or conditions of one of the Contract Documents categories set forth above, the more stringent or more costly requirements shall be deemed to have been intended and to have been included in the Original Contract Price.

1.03 EXECUTION AND INTENT

Replace Item 2 of Section 1.03 of the General Provisions with the following:

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2. Contractor familiar with project: Contractor has carefully reviewed the Contract Documents, 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. This includes, but is not limited to:
- a. Examine and carefully study of the Contract Documents, including any Addenda and the other related data identified in the Contract Documents.
 - b. Become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - c. Become familiar with all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work.
 - d. Carefully study of all reports of exploration and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface structures at or contiguous to the Site (except Underground Facilities).
 - e. Obtain and carefully study (or assume responsibility for doing so) examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site, including information known to Contractor doing business in the locality of the Site, which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.
 - f. Agree that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the proposal price bid and within the times and in accordance with the other terms and conditions of the Contract Documents.
 - g. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents;
 - h. Correlate the information known to proposer, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - i. Promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that proposer discovers in the Contract Documents and confirm that the written resolution thereof by Owner is acceptable to Contractor.
 - j. Determine that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

Add the following new Items to Section 1.03 of the General Provisions:

5. The intent of the Contract is to describe a complete project. Omissions from the Contract of details of work, which are necessary to carry out the Contract, shall not relieve the Contractor from providing a complete and functional project.

1.04 SUBSTITUTIONS

Add the following new Section 1.04 to General Provisions:

- A. Substitution Requests made after Award of Contract: Requests for approval of substitute materials or products will not be considered, except if one or more of the following conditions exists.
 1. Indicate one or more reasons why substitution is required with Substitution Request.
 - a. Unavailability: A substitution is required because the specified item is not available, due to factors beyond the control of the Contractor or subcontractor. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the work promptly or coordinate activities properly.
 - b. Unsuitability: Subsequent information or changes disclose inability of the specified item to perform as intended, and where the Contractor certifies that the proposed substitution will overcome such non-performance.
 - c. Regulatory Requirements: Final interpretations of Code, regulatory requirements, safety requirements, or insurance requirements necessitate a change to due inability of the specified item to conform, and the proposed substitution can be approved.
 - d. Warranty: Manufacturer or fabricator cannot certify or warrant performance of specified item as required, and where the Contractor certifies that the proposed substitution will provide the required warranty.
 - e. Owner's Benefit: Acceptance of the proposed substitution is clearly in the Owner's best interest because of cost, quality, or other consideration. In requesting a substitution under this clause, the Contractor shall furnish substantiation of any such reason.
 2. During the construction period, Contractor will be notified in writing of decision to accept or reject the Substitution Request by the Owner. Permission to make any substitution after award of Contract shall be effected by a Change Order.
 3. The Contractor shall accompany any request for substitution with such drawings, specifications, samples, manufacturer's literature, performance data, and other information necessary to completely describe and evaluate the proposed substitution. The burden of proof shall be on the Contractor.
 4. Redesign and Coordination: In making request for approval of substitute materials, the Contractor must represent that it has investigated the proposed product and, in its opinion, it is equal or equivalent in all respects to that specified. Also, Contractor will coordinate all trades including changes thereto as may be required, that it waives all claims for additional costs which subsequently become apparent as a consequence of the substitution and that it will bear all costs related hereto, including costs of Owner's Representative's services for extensive investigation and for redesign if deemed necessary.

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5. Substitutions will not be considered if they are indicated or implied on Shop Drawings or other project data submittals, without proper notice shown on attached form.
6. Where the phrase "or equal" or "equal as approved by the Engineer" occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this work by the Owner. This applies to all items and materials on this project. The decision of the Owner shall be final and binding.

1.05 REQUEST FOR INFORMATION

Add the following new Section 1.05 to General Provisions:

- A. If the Contractor determines that some portion of the drawings, specifications or other Contract Documents require clarification or interpretation by the Owner because of an apparent error, inconsistency, omission, or lack of clarity in the Contract, the Contractor shall promptly submit a Request For Information (RFI) and, unless otherwise directed, shall not proceed with the affected Work until the Owner has responded to the RFI. The Contractor shall plan its work in an efficient manner so as to allow for timely responses to RFIs.
- B. RFIs shall only be submitted by the Contractor utilizing e-Builder as described in Specification Section 01_32_20. The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed by the Owner. In the RFI the Contractor shall set forth its own interpretation or understanding of the requirement along with reasons why it reached such an understanding and any adjustments recommended to proceed with the Work.
- C. The Owner will review RFIs to determine whether they meet the requirements identified above in paragraph B to qualify as an RFI. If the Owner determines that the document is not an RFI it will be returned to the Contractor unreviewed as to content. When appropriate the Contractor may resubmit the RFI, with all required information and in the proper manner.
- D. The Owner shall respond in writing within fourteen (14) calendar days to Contractor's RFI.
 1. At the request of the Owner, the Contractor shall prioritize its RFIs, identify a date by which the Contractor prefers the RFI be answered, and reasons for such priority.
 2. If the Contractor submits a RFI on an activity less than twenty-one (21) days prior to the commencement of that activity, the Contractor shall not be entitled to any time extension or adjustment in Contract Price due to the time it takes the Owner to respond to the RFI provided that the Owner responds within fourteen (14) days. No delay to the Contractor's work or damages to the Contractor shall be attributable to the failure by the Owner to respond to the RFI until fourteen (14) days after the Owner's receipt of the RFI, and then only if the failure by the Owner to respond is unreasonable and affects the Contract completion date.
- E. The Owner's response to a RFI shall not be considered a change to the Contract requirements. To the extent the Contractor believes that the Owner's response to the RFI constitutes changed work impacting Contract Price or Contract Time, the Contractor shall submit a Contractor's Change Order Proposal.

1.06 OBJECTIONS TO APPLICATION OF PRODUCTS

Add the following new Section 1.06 to the General Provisions:

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- A. Bidders are required to thoroughly familiarize themselves with specified products and installation procedures and submit to the Owner any objections (in writing) no later than 10 days prior to the Bid Submittal Date. Submittal of Bid constitutes acceptance of products and procedures specified.

1.07 DISQUALIFICATION OF BIDDERS

Add the following new Section 1.07 to the General Provisions:

- A. A Bidder may be deemed non-responsive and the bid proposal rejected by the Owner for any of the following reasons:
1. More than one bid proposal is submitted for the same project from a Bidder under the same or different name;
 2. Evidence of collusion exists with any other Bidder. Participants in collusion will be restricted from submitting further bids;
 3. A Bidder is not qualified for the work or to the full extent of the bid requirements;
 4. An unsatisfactory performance record exists based on past or current work;
 5. There is uncompleted work which might hinder or prevent the prompt completion of the proposed work;
 6. The Bidder failed to settle bills for labor or materials on past or current contracts;
 7. The Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;
 8. The Bidder is unable, financially or otherwise, to perform the work;
 9. A Bidder is not authorized to do business in the state of Washington;
 10. Failure by the Bidder to properly review the project documents and/or site;
 11. Submittals are not provided in the time specified;
 12. The Bidder fails to meet the EIC requirements as described in these documents;
 13. Receipt of addenda is not acknowledged;
 14. Bidder is unable to provide acceptable bonding;
 15. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 16. The authorized proposal form furnished by the Contracting Agency is not used or altered;
 17. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 18. The Proposal form is not properly executed;
 19. The Bidder fails to complete and submit the required bid submittal forms (Appendix A);
 20. There are any other reasons deemed proper by the Owner.

1.08 AWARD OF CONTRACT

Add the following new Section 1.08 to the General Provisions:

- A. The Owner reserves the right to Award, in any order or combination, such Additives, Deductives, or Alternates, as may be set forth in the Bid Forms.

- B. The award procedure is governed by the City's formal bidding regulations, which includes final approval by the City Council. Normally, contract award or rejection will occur within 60 days after the Bid opening.

1.09 UTILITY COORDINATION

Add the following new Section 1.09 to the General Provisions:

- A. The Contractor is responsible for location of private underground utilities within the private property which are not maintained by an outside utility company, and which are not located through the One Call Locators Service.
 - 1. The Contractor shall provide and pay for a private locator service to locate private utilities.

1.10 TRAFFIC CONTROL

Add the following new Section 1.10 to the General Provisions:

- A. All on-site road closures, obstructions, or detours will require approval by the Owner. The Contractor must submit a written request 72-hours in advance of any planned work that will impact a roadway. There is no guarantee that such request will be granted.
- B. The design, construction, and maintenance of all detours, including traffic control, traffic control signage, and ADA access and pedestrian access is the sole responsibility of the Contractor. This includes detours both outside the limits of the project and within the limits of the project.
- C. For any road closures, obstructions, or detours, the Contractor shall submit a traffic control plan for approval by the Owner. The detour plan shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), state standard specifications, and these specifications.
- D. The Contractor shall be responsible for obtaining all permits necessary to implement the traffic control plan.

PART 2 INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

Delete this section and replace with the following:

Contractor shall obtain all insurance policies, coverages, and terms included in the City of Tacoma Insurance Requirements in Part VII of the Contract Documents.

Owner as Additional Insured: All insurance coverages shall be endorsed to include the Owner as an additional 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

Delete this section and replace with the following:

Contractor shall obtain all insurance policies, coverages, and terms included in the City of Tacoma Insurance Requirements in Part VII of the Contract Documents.

2.03 INSURANCE COVERAGE CERTIFICATES

Delete this section and replace with the following:

Contractor shall obtain all insurance policies, coverages, and terms included in the City of Tacoma Insurance Requirements in Part VII of the Contract Documents.

2.04 PAYMENT AND PERFORMANCE BONDS

Replace the entire Section 2.04 with the following:

A Payment and a 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 Contract Documents under Part I Bid Proposal and Contract Forms. Contractor shall provide a Payment and a Performance Bond, including power of attorney, for 100 percent of the amount of the Bid (including sales tax) per RCW 39.08, securing performance of work; all Contract obligations; materials, and payment of laborers, manufacturers, and subcontractors. Contractor shall include in its bid the bond costs required to complete the base work, accepted alternates, and sales tax.

In the event that the Contractor intends to have a subcontractor perform all or a portion of the project, the Contractor should consider requiring its own performance bond from the subcontractor to guarantee successful performance of this project component.

2.06 BUILDER'S RISK

Replace Article A of Section 2.06 with the following:

- A. Contractor shall obtain all insurance policies, coverages, and terms included in the City of Tacoma Insurance Requirements in Part VII of the Contract Documents.

Delete Articles B and C.

PART 3 TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

Replace the entire Section 3.01 with the following:

Contractor to meet schedule: Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion as defined in the Contract Documents.

3.02 CONSTRUCTION SCHEDULE

Delete Section 3.02 in its entirety. Refer to Specification Section 01_32_40B Progress Schedules and Reports for requirements related to the construction schedule:

3.05 DELAY

Replace the entire Section 3.05 with the following:

- A. Avoidable delays in the prosecution or completion of the Work shall include all delays

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that might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the Contractor. Avoidable delays may include, but are not limited to:

1. Reasonable loss of time resulting from the necessity of submitting drawings or plans to the Owner or permitting agency for review,
2. Collecting survey/field/analytical information,
3. Site management and coordination,
4. Measurements and inspections,
5. Subcontractor management,
6. Such interruptions as may occur in the prosecution of the Work on account of the interference of other Contractors employed by the Owner, and
7. Loss of time due to weather.

These delays, which may interrupt the prosecution of parts of the Work, while at the time may be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the Work, or prevent the completion of the whole Work within the time herein specified, will be deemed avoidable within the meaning of this contract.

- B. Unavoidable delays in the prosecution of completion of the Work under this contract shall include all delays which may result through causes beyond the control of the Contractor, and which he could not have provided against by the exercise of care, prudence, foresight, or diligence. Unavoidable delays shall hereinafter be referred to as "Force Majeure".

Force Majeure include, but are not limited to:

1. Acts of God or the public enemy;
2. Fire or other casualty for which Contractor is not responsible;
3. Quarantine or epidemic;
4. Strike or defensive lockout;
5. Orders issued by the Owner changing the amount of Work to be accomplished in excess of 25% per single change;
6. Failure of the Owner to provide rights-of-entry.

These delays shall be considered unavoidable so far as they necessarily interfere with the Contractor's completion of the whole Work.

- C. Whenever the Contractor foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any such delay, the Contractor shall submit a written notice to the Owner as provided in Section 7.02 of the General Conditions. The Owner may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work are to be delayed thereby.

Contractor may be entitled to an equitable adjustment in the 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.

After the completion of any part or the whole of the Work, the Owner, in approving the amount due the Contractor, will assume that any and all delays which have occurred in its prosecution and completion have been avoidable, except such delays as shall

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have been called to the attention of the Owner in writing at the time of their occurrence, and later found by the Owner to have been unavoidable. The Contractor shall make no claims that any delay not called to the attention of the Owner, in writing, at the time of its occurrence has been and unavoidable delay ("Force Majeure").

- D. For delays which are unavoidable ("Force Majeure"), as determined by the City, an extension of time beyond the time specified for completion will be allowed, within which to complete the Contract. The Contractor will not be charged, because of any extension of time for such unavoidable delay, any liquidated damages or engineering and related costs, as are charged in the case of avoidable delays. Contractors overhead cost associated with "Force Majeure" are excluded from equitable adjustment.
- E. If the Work called for under this Contract is not finished and completed by the Contractor, in all parts and in accordance with all requirements in the time specified, including extensions of time granted because of an unavoidable delay; the Contractor will be charged liquidated damages, or direct engineering and related costs as provided for in the Standard Specifications.

In addition, the City shall charge to the Contractor, and may deduct from the final payment for the Work, all engineering and related costs incurred by the City in connection with the Work during the period of such extension or extensions. The City shall make the final determination as to the appropriateness of charges required to complete the Work.

- F. The granting of any extension of time on account of delays, which in the judgment of the Owner are avoidable delays, shall in no way operate as a waiver on the part of the Owner of its rights under this contract.

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

Add the following items 4 and 5 to the end of Article A of Section 3.07 of Time and Schedule:

4. Time is of the essence on the Contract. Delays inconvenience the City's daily operation and add undue time and cost required for administration, engineering, inspection, and supervision. Accordingly, the Contractor agrees to pay liquidated damages, according to the formula below, for each calendar day beyond the number of calendar days or date established for each Milestone Completion or Substantial Completion until associated Completion has been achieved, and to authorize the Owner to deduct these liquidated damages from any money due or coming due to the Contractor.

LIQUIDATED DAMAGES FORMULA

$$LD = \frac{0.20 \times C}{T}$$

Where: LD = Liquidated damages per calendar day
C = Original contract amount (excluding sales tax)
T = Original time for Milestone or Substantial completion

5. When the contract work has progressed to the extent that the City has full use and benefit of the facility, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total contract, the City may determine the work is substantially complete. The City will notify the Contractor in writing of the substantial completion date. For overruns in contract time occurring after the substantial completion date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the final completion date of all contract work. The Contractor shall complete the remaining work as promptly as possible.

3.08 SUSPENSION OF WORK

Add the following new Section 3.08 to Part 3 Time and Schedule:

- A. The Owner may order suspension of all or any part of the work if the Contractor does not comply with the Contract or the Owner's orders.
- B. When ordered by the Owner to suspend or resume work, the Contractor shall do so immediately.
- C. If the work is suspended, the period of work stoppage will be counted as calendar days. The lost work time, however, shall not relieve the Contractor from any contract responsibility.
- D. If the performance of all or any part of the work is suspended, delayed, or interrupted for an unreasonable period of time by an act of the Owner in the administration of the contract, or by failure to act within the time specified in the contract (or if no time is specified, within a reasonable time), the Owner will make an adjustment for any increase in the cost or time for the performance of the contract (excluding profit, overhead, home office expense, supervisory personnel labor not specifically assigned to the project) necessarily caused by the suspension, delay, or interruption. However, no adjustment will be made for any suspension, delay, or interruption if (1) the performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or (2) an equitable adjustment is provided for or excluded under any other provision of the contract.
- E. If the Contractor believes that the performance of the work is suspended, delayed, or interrupted for an unreasonable period of time and such suspension, delay, or interruption is the responsibility of the Owner, the Contractor shall immediately submit a written request for equitable adjustment to the Owner as provided in section 7.02. No adjustment shall be allowed for any costs incurred more than 20 calendar days before the date the Owner receives the Contractor's written request for equitable adjustment. If the Contractor contends damages have been suffered as a result of such suspension, delay, or interruption, the protest shall not be allowed unless the request for equitable adjustment (stating the amount of damages) is asserted in writing as soon as practicable, but no later than the date of Final Completion. The Contractor shall keep full and complete records of the costs and additional time of such suspension, delay, or interruption and shall permit the Owner to have access to those records and any other records as may be deemed necessary by the Owner to assist in evaluating the protest.
- F. The Owner will determine if an equitable adjustment in cost or time is due as provided in this section. The equitable adjustment for increase in costs, if due, shall be subject to the limitations provided in Section 7.02, provided that no profit of any kind will be allowed on any increase in cost necessarily caused by the suspension, delay, or interruption.
- G. Request for extensions of time will be evaluated in accordance with Section 7.03.

- H. No claim by the Contractor under this clause shall be allowed unless the Contractor has followed the procedures provided in this Section and Sections 7.02 and 7.03.
- I. The Contractor shall notify the surety of all claims.

3.09 MAINTENANCE DURING SUSPENSION

Add the following new Section 3.09 to Part 3 Time and Schedule:

- A. Before and during any suspension (as described in Section 3.08) the Contractor shall protect the work from damage, deterioration, or collapse. Suspension shall not relieve the Contractor from anything the contract requires unless this section states otherwise.
- B. At no expense to the Owner, the Contractor shall provide a safe and unobstructed facility for ongoing plant operation. This may include temporary facilities, temporary access, or removal of incomplete work if left in an unsafe condition. The Contractor shall ensure existing systems are operational, functional, and safe in order to continue plant operation throughout the suspension.
- C. If the Owner determines that the Contractor failed to pursue the work diligently before the suspension, or failed to comply with the Contract or orders, then the Owner may determine that the Contractor shall maintain the facility during suspension and maintain compliance with the NPDES permit. In this case, the Contractor shall bear the maintenance costs. If the Contractor fails to maintain the facility, the Owner will do the work and deduct all resulting costs from payments due to the Contractor.
- D. If the Owner determines that the Contractor has pursued the work diligently before the suspension, then the Contracting Agency will do the routine maintenance work (and bear its cost). This Owner-provided maintenance work will include only routine maintenance of the building services and equipment operation including routine maintenance necessary for the facility to operate and maintain compliance with the NPDES permit.
- E. The Contractor shall protect and maintain (and bear the costs of doing so) all other work in areas secured at the time of the suspension.
- F. After any suspension during which the Owner has done the routine maintenance, the Contractor shall accept the area and facilities when work resumes, the Contractor shall make no claim against the Owner for the condition of the facility.
- G. After any suspension, the Contractor shall retain all responsibilities the contract assigns for repairing or restoring the construction area to the requirement of the plans.

3.10 EXECUTION OF CONTRACT - SCHEDULE

Add the following new section 3.10 to Part 3 Time and Schedule:

- A. Contracts will be signed electronically through DocuSign. The Contracting Agency will provide a draft copy of the contract for the successful Bidder's Surety to obtain the performance and payment bonds. Copies of the Contract Provisions, including the draft Contract, will be available for electronic signature by the successful Bidder within 5 business days following award. Within 10 calendar days after the award date, the successful Bidder shall return the signed contract documents including the contract, insurance certification and related endorsements, and satisfactory bonds as required.

- B. The Contracting Agency will review the bonds, insurance documents, contractor submittals, and contract for conformance. The approved documents will be routed through DocuSign for final approval and signature by the Contracting Agency.
- C. Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.
- D. If the Bidder experiences circumstances beyond their control that prevents return of the contract documents within 10 calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 2 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

PART 4 SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

Replace Articles A and B with the following:

- A. Specifications and Drawings are basis of the Work: The Specifications and Drawings 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, and the stricter or greater requirement of either the Specifications or Drawings shall govern.

Delete Article E in its entirety.

4.03 SHOP DRAWINGS

Replace Article E with the following:

- E. Contractor to submit Shop Drawings electronically: Unless otherwise provided in Specification Section 01_33_00, the Contractor shall submit to Owner for approval Shop Drawings electronically through e-Builder.

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

Add the following to Article B of Section 4.05 of Specifications, Drawings, and Other Documents:

Owner shall furnish to Contractor up to 8 copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

PART 5 PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

Add the following provision to Article B of Section 5.01 of Performance:

A supervisor with authority to act for the Contractor must be on site when work is taking place.

5.02 PERMITS, FEES AND NOTICES

Add the following Articles to Section 5.02 of Performance:

- D. Demolition Permit: The Owner has submitted the plans and associated documents to the City of Tacoma Planning and Development Services for a demolition permit. The Owner will pay permit fee(s), but the Contractor shall act as the Permit Holder and be responsible for securing the permit, scheduling inspections, and coordinating with the City of Tacoma Planning and Development Services. Fees for this permit should not be included in the Contractor's Price Proposal. The approved Demolition Permit will be incorporated into the project and supersede any discrepancies with the Bid Documents at no additional cost.
- E. The Contractor shall submit copies of each permit required on the project to the Owner's representative. Nothing in this part shall be construed as imposing a duty upon the Owner to secure permits.

5.04 PREVAILING WAGES

Add the following Articles to Section 5.04 of Performance:

- H. Copies of approved Intents to Pay Prevailing Wages for the Contractor and all subcontractors shall be submitted with the Contractor's first application for payment. As additional subcontractors perform work on the project, their approved Intent forms shall be submitted with the Contractor's next application for payment. The Owner reserves the right to withhold payment for failure to provide Intent to Pay Prevailing Wages forms.
 - 1. The Contractor and all subcontractors shall promptly submit to the Owner certified payroll copies with monthly progress payments. Payment will be withheld if certified payroll copies are not provided with progress payments.

5.07 SAFETY PRECAUTIONS

Replace the entire Article A of Section 5.07 with the following:

- 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.

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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, fall protection, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by Chapter 19.27 RCW, State Building Code (Uniform Building, Electrical, Mechanical, Fire, and Plumbing Codes); Chapter 212-12 WAC, Fire Marshal Standards, Chapter 49.17 RCW, WISHA; Chapter 296-155 WAC, Safety Standards for Construction Work; Chapter 296-65 WAC; WISHA Asbestos Standard; WAC 296-62-071, Respirator Standard; WAC 296-62, General Occupation Health Standards, WAC 296-24, General Safety and Health Standards, WAC 296-24, General Safety and Health Standards, Chapter 49.70 RCW, and Right to Know Act.
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 to prescribe safety conditions relating to employees, public, or agents of the Contractors.
6. All construction personnel shall wear high visibility reflective vests, hardhats, and other appropriate personal protective equipment in accordance with the Contractor's Safety Plan while on the Project Site.

5.10 UNFORESEEN PHYSICAL CONDITIONS

Replace Article A of Section 5.10 with the following:

- 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 2 days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

Replace the entire Section 5.14 with the following:

- A. Contractor to provide utilities: Unless otherwise indicated in the Contract Documents, the Contractor shall be responsible for providing all temporary utilities needed to complete the Work. Contractor responsible for coordinating all temporary and permanent utility services included in the Work. Contractor shall carefully conserve any utilities furnished. Contractor is responsible for removing temporary service prior to Substantial Completion.

5.15 TESTS AND INSPECTION

Replace Article A of Section 5.15 with the following:

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- A. General requirements for tests and inspections: Unless specifically noted otherwise in the technical specifications, the Owner will retain the services of one or more independent third-parties to perform specialty testing and specialty inspections such as those performed by a certified testing laboratory. The Contractor shall coordinate and schedule the inspections and tests directly with the testing agency. The Owner will pay for all tests that are favorably reviewed per the Contract requirements. The Contractor shall bear all costs for any non-conforming work, including the cost of re-testing required as a result of non-conforming work. In addition to specialty inspections, the Contractor shall be responsible for all other testing as specified and quality surveillance of all its work and all work performed by any Subcontractor. Contractor shall maintain complete inspection records and make them available to Owner.

Add the following Article to Section 5.15 of Performance:

- E. Tests and Inspections shall include the following minimum requirements:
1. Preparatory Inspection (pre-installation meetings) shall be performed prior to beginning any work and shall include:
 - a. Review applicable Contract Documents to verify that all materials have been tested, submitted and approved and that all Contractual provisions have been met for the control of inspection and testing;
 - b. Examine the work area to verify that all required preliminary work has been completed and complies with contractual requirements;
 - c. Physically examine required materials, equipment and sample work to verify conformance with approved shop drawings and/or submitted data, and that materials and equipment are properly stored;
 - d. Discuss (with Owner and Contractor) procedures for constructing the work, including repetitive deficiencies, construction tolerances and workmanship standards specified in the documents.
 2. Initial Inspection shall be performed as soon as work begins on a definable feature of the Project in order to accomplish the following:
 - a. Review preliminary work to verify compliance with contractual requirements;
 - b. Verify that required control inspection and testing is underway and meets contractual requirements;
 - c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards, and that completed work compares favorably with sample work;
 - d. Resolve all differences;
 - e. Repeat this initial inspection phase for each new crew on site performing the work, or any time standards are not being met.
 3. Follow-Up Inspections shall be performed daily to verify continuing compliance with contract requirements, including control testing, until completion of the particular feature of work.
 4. Tests: Perform all operation and acceptance tests, where specified, to verify that control measures are in compliance with contractual requirements.

5.16 CORRECTION OF NONCONFORMING WORK

Replace the entire article I with the following:

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- 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, as determined by the Owner, without recourse by the Contractor.

5.17 CLEAN UP

Add the following provision to Section 5.17 of Performance:

The Owner will supply containers for all project waste. The Contractor shall separate waste streams (e.g. solid waste, metal, recycling, etc.) as requested by the Owner and load the waste into the appropriate container. The Owner will empty the containers as requested by the Contractor. No fee will be charged for waste disposal. The Owner will retain ownership of all waste and scrap metal. **The Contractor SHALL NOT include the value scrap metal in their bid.**

5.20 SUBCONTRACTORS AND SUPPLIERS

Replace the entire Article B of Section 5.20 with the following:

- B. Before submitting the first Application for Payment, Contractor shall furnish in writing to Owner on Owner provided form(s) the names, addresses, telephone numbers, and Tax Identification Numbers (TIN) of all subcontractors, as well as suppliers providing materials in excess of \$2,500.00. The Contractor shall designate whether any of the subcontractors/suppliers are EIC firms, and indicate the anticipated dollar value of each EIC subcontract. 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 to the submitted subcontractors and suppliers.

Add Articles F-I to Section 5.20 of Performance:

- F. The EIC Program has been adopted by the City to counteract economic and social ills, which accompany high rates of unemployment within the City of Tacoma.
 1. The Tacoma City Council established the EIC Program for Public Works Contracts pursuant to City of Tacoma Ordinance No. 28625. The primary goal for this program is to ensure equitable participation of historically under-utilized business enterprises, by establishing requirements for their utilization in public contracting.
- G. The Contractor shall not subcontract work unless the Owner approves in writing. Each request to subcontract shall be on the form the City provides. The subcontractor shall be a licensed State of Washington Contractor and shall have a valid City of Tacoma business license. If the City requests, the Contractor shall provide proof that the subcontractor has the experience, ability, and equipment the work requires. The City will approve the request only if satisfied with the proposed subcontractor's record, equipment, experience, and ability. Approval to Subcontract shall not:
 1. Relieve the Contractor of any responsibility to carry out the contract;

2. Relieve the Contractor of any obligations or liability under the contract and the Contractor's bond;
 3. Create any contract between the Owner and the subcontractor; or
 4. Convey to the subcontractor any rights against the Owner.
- H. The Owner will not consider the following subcontracting:
1. Purchase of sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready mix concrete, off-site fabricated structural steel, other off-site fabricated items, and any other materials supplied by established and recognized commercial plants; or
 2. Delivery of these materials to the work site in vehicles owned or operated by such plants or by recognized independent or commercial hauling companies.
- I. If Owner determines that any Subcontractor is performing services in an unsatisfactory manner or is not completing the Work in accordance with the requirements of the Contract Documents or is otherwise undesirable or unacceptable, Owner will by written notice so notify Contractor. Contractor shall then take immediate steps to rectify and correct the situation. If Owner and Contractor mutually agree such actions are ineffective or infeasible, Contractor shall terminate such Subcontractor. Subcontracting by Subcontractors will be subject to the same regulations.

5.22 INDEMNIFICATION

Add the following article to Section 5.22 of Performance:

- C. The Owner and Engineer shall be named as additional primary insured(s) by the Contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.
- D. The Owner and Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractors or the safety precautions and programs incident to the work of Contractors and will not be responsible for Contractors' failure to carry out work in accordance with the Contract Documents.

PART 6 PAYMENTS AND COMPLETION

6.02 SCHEDULE OF VALUES

Add the following paragraph to Section 6.02 of Payments and Completion:

Subcontracted Work shall be paid to the Contractor on the basis of Contractor's actual cost of amounts properly paid to such Subcontractors. A Schedule of Values shall be submitted for the Work of each Subcontractor, as well as suppliers providing material in excess of \$2,500.00. Subcontractor invoices in support of this Schedule of Values shall be submitted with progress payments. The total for all progress payments shall not exceed the Contract Sum, as may be adjusted by Change Orders. The Contractor shall provide a schedule of values for Lump Sum bid items for review and acceptance.

The Contractor shall submit signed lien waivers by Corporate Officers for all parties. The Contractor shall submit the anticipated cash flow for the project and update monthly.

6.03 APPLICATION FOR PAYMENT

Replace Article B in Section 6.03 with the following:

- 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. Contractor shall submit application for payment on AIA form G702/G703, with modifications made for payment certification. Payment shall be certified by a corporate officer of the Contractor.

Replace Article D in Section 6.03 with the following:

- 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. No payment will be made for material stored at an alternate location. The Contractor shall comply with or furnish satisfactory evidence of the following:

Delete items 1 through 8 of Article D of Section 6.03 of Payments and Completion and replace with the following:

1. Contractor assumes total responsibility for stored materials: Contractor and its surety assume total responsibility for the stored materials; and
2. Title: Title to all Work and materials covered by an accepted and paid Application For Payment shall pass to the Owner at the time of such payment, free and clear of all liens, claims, security interest, and encumbrances. Passage of title shall not, however, (1) relieve Contractor from any of its duties and responsibilities for the Work or materials, (2) waive any rights of the Owner to insist on full compliance by Contractor with the Contract requirements, or (3) constitute acceptance of the Work or materials.

6.04 PROGRESS PAYMENTS

Modify the first sentence of Article B to read:

Owner shall retain 5% of the amount of each progress payment until 60 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 retainage.

Add the following Article to Section 6.04 of Payments and Completion:

- E. Taxes.

Unless otherwise required in this Specification, applicable federal, state, city and local taxes shall be included in the bid submittal as indicated below. The total cost to the City, including all applicable taxes, may be the basis for contract award determination. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.

1. Federal Excise Tax

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The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If the Bidder fails to include applicable tax in its submittal, then Bidder shall be solely responsible for the payment of said tax.

2. State and Local Sales Tax

The City of Tacoma is subject to Washington state sales tax. It is the Bidder's obligation to state the correct sales tax percentage and include the applicable Washington state, city, and local sales tax as a separate line item(s) in the submittal.

3. City of Tacoma Business and Occupation Tax

It is the Bidder's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal. Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.

It is the responsibility of the Bidder awarded the contract to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone (253) 591-5252, website

http://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/

4. Any or All Other Taxes

Any or all other taxes are the responsibility of the Bidder unless otherwise required by law.

6.05 PAYMENTS WITHHELD

Add the following Items to the end of Article A in Section 6.05 of Payments and Completion:

6. Failure of Contractor to repair damaged materials, equipment, property, or Work.
7. Failure of the Contractor to provide or obtain review of Submittals.
8. Failure to pay Subcontractors or Suppliers.
9. Failure to keep Record Documents up to date.
10. Failure to comply with all applicable federal, state, and local laws, statutes, regulations, codes, licenses, easements, and permits.
11. Failure to obtain and maintain applicable permits, insurance, and bonds.
12. Failure to provide Statement of intent to Pay Prevailing Wage and/or Affidavits of Wages Paid.
13. Failure to comply with the Contract safety requirements.

6.07 SUBSTANTIAL COMPLETION

Add the following Article A to Section 6.07 of Payments and Completion:

- A. When the Contractor considers that all Work is substantially complete, the Contractor shall give written Notice to the Owner. The prerequisites for issuance of Substantial Completion by the Owner for the Work associated with the Notice are as follows:

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1. Submit the final progress payment showing 100% completion for the work being claimed as substantially complete. List any incomplete items of work along with their value and an explanation of why the work is incomplete.
2. Submit a statement summarizing all changes to the contract. Identify that Contractor has no claims pending or provide a list of any known pending claims associated with the Work.
3. Coordinate with the Owner for changeover of all insurance coverage.
4. Submit all warranties, maintenance agreements, and workmanship bonds as required by the Contract Documents.
5. Deliver all tools, spare parts, "Attic Stock" and other deliverables to the Owner as required by the Contract Documents.
6. Complete start-up and testing of all systems to ensure required functional operation. Submit a copy of test and start-up forms, signed off by Owner
7. Complete all required training and final Operation and Maintenance Manuals.
8. Remove from the project site all temporary facilities and services, including tools, equipment, mockups, and similar elements that are under the Contractor's control.
9. Perform all work as required to obtain a Certificate of Occupancy.
10. Perform all work as required to obtain an approved final inspection for the Electrical Permit.
11. Punch List Procedures
 - a. Prior to providing notice of Substantial Completion (approximately 14 calendar days), the Contractor shall provide an initial List of Deficiency's for the Owner's review. The Owner will review and make additions or deletions as they deem appropriate. The List of Deficiencies will be sent back to the Contractor for the Contractor to perform work. The Contractor must complete the work in a satisfactorily manner before the Owner will accept as complete.
12. Submit verification that Contractor is up to date on all progress payments to laborers, subcontractors, or others performing work or supplying materials to the Project.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

Add the following Article to Section 6.09 of Payments and Completion:

D. Prerequisites for Final Acceptance

1. Submit final Payment Request, which shall be supported by final releases, and supporting documentation not previously accepted by the Owner.
2. Obtain the Owner's written approval that all items on the List of Deficiencies as prepared by the Owner have been completed.
3. Submit consent of Surety. Provide the standard form of the surety company or submit consent using the AIA Document G-707 form.
4. Submit all Record Drawings and Record Specifications.
5. Submit the final Logs of all submittals.
6. Submit evidence of Compliance with Requirements of Governing Authorities including, but not limited to, permit approvals and Certificates of Occupancy.

7. Submit final Warranty and Bond in accordance with Specification Section 01_77_00.
8. Complete final clean up and repair of items damaged during construction.
9. Temporary Facilities: Remove temporary protection and facilities installed for protection and administration of the Work during construction, along with construction tools, mock-ups, temporary signage, and similar elements.
10. Final Inspection and Final Punch List:
 - a. All remaining Punch List items that were not corrected prior to Substantial Completion shall be successfully completed by the Contractor prior to the Contractor's request for Final Acceptance. When the Contractor considers that all Contract Work is ready for final inspection and Final Acceptance, the Contractor shall give written Notice to the Owner.
 - b. Upon receipt of the Contractor's Notice that work on the List of Deficiencies has been completed, the Owner will visit the site to determine if the work has progressed to an acceptable level of quality justifying a final inspection.
 - c. Owner shall promptly perform a final inspection of the Work and, if necessary, prepare a Final Punch List (a list of items to be completed or corrected by the Contractor prior to the Owner granting Final Acceptance).

PART 7 CHANGES

7.01 CHANGE IN THE WORK

Replace the entire Article B of Section 7.01 with the following:

- 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 from Contractor. Contractor shall submit a Change Order Proposal within 7 calendar 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.

Replace the entire Article E of Section 7.01 with the following:

- 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 14 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.

Replace the entire Article F of Section 7.01 with the following:

- F. The Field Authorization (FA) is executed as a directive to proceed with work when the processing time for an approved change order would impact the project.
1. Situations may arise not included in the Contract Documents requiring immediate action on the part of the Contractor for safety, to protect personnel from injury, to protect property from damage, or to prevent delay, all or any as determined necessary by the Owner. In situations where processing time for a Change Order might impact the success of the project, the Owner may elect to issue a Field Authorization in writing, giving

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approval to proceed with a specific scope of work for an amount to be determined after the work is completed. This procedure will only be implemented in situations that are an emergency as determined by the Owner. The Owner will specify a "not to exceed" amount for this work when issuing this authorization.

2. A scope of work must be defined, a maximum not to exceed cost agreed upon, and any estimated modification to the contract completion time determined. The method of final cost verification must be noted and supporting cost data must be submitted in accordance with the requirements of Part 7 of the General Conditions. Upon satisfactory submittal and approval of supporting cost data, the completed FA will be processed into a change order. No payment will be made to the Contractor for FA work until that FA is incorporated into a Change Order.
3. All FAs must include total cost and impact on completion schedule, if any. If the cost is unknown prior to beginning the work on a FA, then a not-to-exceed dollar limit must be established.
4. Payment for work on a FA will be on the same basis as for a Change Order. Should the amount of the cost exceed the "not to exceed" amount specified in the FA, the Owner will audit the costs for reasonableness and approve for payment only that which meets that test.

Add the following Article to Section 7.01 of Changes:

G. Change Order Documentation

1. A log will be maintained by the Contractor subject to review and comment by Owner for each of the documents identified in this section leading up to issuances of Change Order. These logs will record transmittals, suspense dates, review stopovers, dates of actions, and other specific pertinent information to track the progress of the subject documents. The Owner reserves the right to dispute any and all entities the Contractor includes in the log.
2. The Owner reserves the right to include and exclude as many Requests for Proposals and or Change Order Proposals into one Change Order as the Owner determines is in its best interest.

7.02 CHANGE IN THE CONTRACT SUM

Replace Items b and c of Section 7.02.A.2 with the following:

- (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 2 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 14 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

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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

Replace Section 7.02.B.4 with the following:

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 unless deductive change exceeds \$10,000. Where a change in the Work involves additive or deductive Work by the same Contractor or Subcontractor, small tools, overhead, profit, bond, and insurance markups will apply to the net difference.

Replace Section 7.02.B.7.a(1) with the following:

- (1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "statement of intent to pay prevailing wages" or a higher amount if approved by the City only if supported by certified payrolls. Direct supervision shall be a reasonable percentage not to exceed 10% of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.

Delete Section 7.02.B.7.a(4) in its entirety

Delete and replace Section 7.02.B.7.c with the following:

- 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) Associated General Contractors - Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement.
 - (2) The state of Washington Utilities and Transportation Commission for trucks used on highways.
 - (3) The National Electrical Contractors Association for equipment used on electrical work.
 - (4) The Mechanical Contractors Association of America for equipment used on mechanical work.

The Primedia Equipment Watch (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.

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Replace Section 7.02 B.7.d with the following:

- 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.) For Contractor, 2% of direct labor costs.
- 2.) For Subcontractors, 3% of direct labor costs.

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

Replace Articles (a), (b) and (c) of Section 7.02 B.7.f.(1) with the following:

(a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 10% 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, 10% 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) 5% of the first \$50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.

Replace Articles (a), (b), (c) and (d) of Section 7.02B.7.f.(2) with the following:

(a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 10% 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, 10% 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), 3% 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, 2% of the first \$50,000 of the amount due the sub-Subcontractor, and 1% of the remaining amount if any.

Add the following paragraph under Article D in Section 7.02 of Changes:

4. Subcontractor and sub-subcontractor proposals to the Contractor for time and material Work shall include all direct costs plus overhead, profit, bond and insurance costs, calculated as provided in Section 7.02B.

Add the following Article to Section 7.02 of Changes:

- E. Notwithstanding any other provision of the Contract Documents, no claim by the Contractor for an equitable adjustment hereunder will be allowed if not asserted within 7 days following the date of the changed condition.

7.03 CHANGES IN THE CONTRACT TIME

Replace Section 7.03.B.2 with the following:

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 3 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.

Replace Section 7.03.B.3 with the following:

3. Contractor to provide supplemental information: Within 7 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.

Replace Item 4 of Section 7.03.D with City Supplemental Conditions:

4. Limitations no 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 pursuant to Section 7.02B 7f for any change in the Work that contributed to this change in Contract Time:
- Non-productive supervision or labor: cost of Contractor and its crews specifically assigned to the project. Home office cost is not allowed;
 - Temporary facilities or equipment rental: cost of temporary facilities or equipment rental extended because of the delay, at invoiced cost, no mark-ups allowed;
 - Insurance premium: cost of insurance by invoice extended because of delay;
 - Overhead: general and administrative overhead in an amount to be agreed upon, but not to exceed, 1% of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.

Add the following Article to Section 7.03 of Changes:

- E. Notwithstanding any other provision of the Contract Documents, no claim by the Contractor for an equitable adjustment hereunder will be allowed if not asserted within 7 days of discovery.

7.04 DELETED OR TERMINATED WORK

Add the following new Section 7.04 to Part 7 Changes:

- A. If the Agreement is terminated for convenience in accordance with Section 9.02, or as modified or if any item of Work is deleted in whole or in part, payment will be made for partially completed items mutually agreed or as determined by the Owner in the proportion that the partially completed Work is to the total item. No claim for damages of any kind or for loss of anticipated profits on deleted or uncompleted work will be allowed because of the termination or deductive Change Order. No claim for the cost of preparing the proposal will be allowed because of the termination of the Agreement.
- B. If the Agreement is terminated for convenience or parts of the Work are deleted, the Contract Time shall be adjusted as the Parties agree. If the Parties cannot agree, the Owner shall determine the equitable adjustment for Contract Time.
- C. Materials approved by the Owner and ordered by the Contractor or delivered on the Work prior to the date the Work was terminated or deleted by the Owner, will either be purchased from the Contractor by the Owner at the actual cost and shall become the property of the Owner, or the Owner will reimburse the Contractor for the actual costs connected with returning these materials to the suppliers.
- D. If a portion of the Work that has a value of \$25,000 or more is deleted, the Contractor shall reimburse the Owner for the value of the work plus mark-up on profit.

PART 8 CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

Replace Article B of Section 8.01 with the following:

- B. Claim filing deadline for Contractor: Contractor shall file its Claim within 30 Days from Owner's final offer made in accordance with paragraph 7.01E, or by the date of Substantial Completion, whichever occurs first.

Replace Item 6 of Section 8.01.C with the following:

6. Copies of supporting documentation: Copies of any identified documents, inclusive of contract documents, that support the Claim;

Replace the entire Article D of Section 8.01 with the following:

- 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 **30** 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 **45** Days from the date the Claim is received, or with notice to

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Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.

Add the following new Article to Section 8.01 of Claims and Dispute Resolution:

- G. Subcontractor Claims: Contractor shall fully investigate its subcontractor's claims and process said claim(s) as Contractor's Claim. Any and all claims which do not meet notification requirements shall be considered null and void.

8.02 ARBITRATION

Replace the entire Article B of Section 8.02 with the following:

- B. Filing of Notice for arbitration: Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), in the state where the project is located, with a copy provided to the City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of 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 AAA, unless the parties agree to use the expedited rules.

Add the following Article to Section 8.02 of Claims and Dispute Resolution:

- F. Location of arbitration proceedings shall be in a mutually-agreed to location in Pierce County, Washington State.

8.03 CLAIMS AUDIT

Add the following Paragraphs under Article B in Section 8.03 of Claims and Dispute Resolution:

25. Schedules;
26. Expediting Records and Information;
27. Original Cost Estimates;
28. Privilege documentation shall be allowed for all Claims of \$500,000 and over.

Add the following new Section 8.04 to Claims and Dispute Resolution:

8.04 AUDIT

- A. At such times as Owner deems necessary for reasonable cause, Contractor shall permit the Owner to inspect and audit all pertinent books and records of the Contractor and its Subcontractors or other persons or entities that have performed work in connection with or related to the Contractor's Work under this Agreement. The audit may take place up to three years after Completion. The books and records are to be made available at reasonable times in Pierce County, Washington, or at such other reasonable location as Owner selects. At Owner's request, Contractor shall supply Owner with, or shall permit Owner to make a copy of, any books and records and any portion thereof. Contractor shall ensure that such

inspection, audit and copying right is a condition of any Subcontract, agreement or other arrangement under which any person or entity is permitted to perform work in connection with or related to the Work under this Agreement. Any failure of the Contractor to incorporate contract requirements shall be at the expense of the Contractor.

PART 9 TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

Add the following Articles to Section 9.01 of Termination of the Work:

- H. If the Contractor defaults, fails, or neglects to carry out the Work in accordance with the Contract Documents, the Owner may give written notice to cure the problem within seven (7) days. If the problem is not cured or the Owner determines the effort for correction is inadequate within this time, the Owner may give a second notice to cure within seven (7) days. If the problem is not cured within this time, the Owner may issue a notice to terminate for cause, which shall be effective immediately upon issuance.
- I. The Owner rights to the site are subject to the rights and duties of the surety, if any, that may be obligated under any bond provided in accordance with the Contract Documents.
- J. In a termination situation, the Owner reserves the right to use any subcontractor, material manufacturer, fabricator, or any vendor originally contracted by the Contractor or to assign their contract with the Contractor to the Owner. The cost of completing the work shall include additional management, design services, legal fees, and other associated costs to complete the project as scheduled.
- K. The Contractor will be terminated for cause if any employee, agent, or representative of the Contractor gives, or offers to give, any gratuity such as a gift or entertainment to an official, employee, officer, or agent of the Owner.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

Add the following Articles to Section 9.02 of Termination of the Work:

- E. This Contract may be terminated by the Owner upon fourteen (14) days written notice to the Contractor in the event the Owner determines it is in the best interest of the Owner to terminate this project. If such termination occurs, the Owner shall only pay the Contractor for work completed and materials or equipment delivered as previously approved by the Owner after Notice to Proceed.
- F. This Contract may be terminated by the Owner prior to Notice to Proceed in the event the Owner determines it is in the best interest of the Owner to terminate this project. If such termination occurs, the Contractor shall not be entitled to any monetary remuneration.

PART 10 MISCELLANEOUS PROVISIONS

Add the following new Section 10.11 to Miscellaneous Provisions

10.11 PROTECTION OF THE ENVIRONMENT

Protection of the Environment: No construction related activity shall contribute to the degradation of the environment, allow material to enter surface or ground waters, or allow particulate emissions to the atmosphere, which exceed state or federal standards. Any actions that potentially allow a discharge to state waters must have prior approval of the Washington State Department of Ecology.

Add the following new Section 10.12 to Miscellaneous Provisions

10.12 ASBESTOS

- A. Asbestos Products: Contractor shall ensure that no Asbestos products in any form are incorporated into the Work.
- B. Contractor shall inspect materials, equipment, and surfaces scheduled for demolition or modification for the presence of Asbestos prior to beginning the Work.
- C. Notice: If in the course of performing the Work, Contractor encounters or disturbs Asbestos, Contractor shall immediately stop work in the area and notify Owner. Contractor shall not recommence work in the area until authorized by Owner.
- D. Contractor shall perform all work in accordance with Specification Section 01_32_90.
- E. Delays: If Contractor is delayed during the course of performance because the presence of Asbestos not identified in the Contract Documents, Contractor may request an equitable adjustment in the Contract Sum or Contract Time in accordance with the provisions of Part 7.

Add the following new Section 10.13 to Miscellaneous Provisions

10.13 LEAD-BASED PAINT

- A. Lead Paint: Contractor shall ensure that no lead-based paint is incorporated into the Work.
- B. Good Faith Inspection
 - 1. Owner performed a good faith inspection to determine whether the surfaces to be disturbed contained lead-based paint. The inspection results are available to Contractor. Contractor shall not commence Work without reviewing this report and shall develop a plan for safely disturbing surfaces containing lead paint.
- C. Contractor shall inspect all painted surfaces for the presence of lead prior to making any modifications.
- D. Contractor shall perform all work in accordance with Specification Section 01_32_90.

Add the following new Section 10.14 to Miscellaneous Provisions

10.14 COVID-19 REQUIREMENTS

- A. The Contractor shall comply will all safety requirements and work restrictions imposed by the Washington State Governor's Office, Department of Labor and Industries, and other regulatory agencies in response to COVID-19 in effect on the Bid Submittal Date. The Contractor shall be responsible for maintaining compliance with all regulatory requirements associated with COVID-19. The Contractor shall perform all work in accordance with these restrictions while they remain in effect. The cost of compliance shall be included in the base bid.

PART IV

CITY OF TACOMA – EQUITY IN CONTRACTING PROGRAM

CITY OF TACOMA

Special Instructions

Equity in Contracting Instructions

As part of the City of Tacoma's ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women's Business Enterprise and approved by the Equity in Contracting Program ("Certified Businesses"). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works to the City of Tacoma. The EIC Program requirements are contained in [Tacoma Municipal Code Chapter 1.07](#).

Bidders on City of Tacoma contracts are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. **A bidder who fails to meet the stated EIC requirements will be considered non-responsible.** Bidders are also subject to the City's Equal Employment Opportunity policies prohibiting discrimination.

The stated EIC requirements may be met by the bidder or by identified subcontractors. All SBE goals may be met by using DBEs or SBEs from the OMWBE list. Contact the EIC Office at (253) 591-5075 if there are questions about this requirement.

It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by the State of Washington's Office of Minority and Women Business Enterprises and approved by the City of Tacoma EIC Program **at the time of bid submittal**. Business certification may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 4:30 PM, Monday through Friday.

A list of OMWBE certified firms for Pierce, King, Lewis, Mason and Grays Harbor counties, is available on the following web site address:
www.omwbe.diversitycompliance.com.

The Equity in Contracting (EIC) forms included in these bid documents must be fully and accurately completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.

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 insure 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](http://www.omwbe.com) Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

Equity in Contracting Requirements		
Minority Business Enterprise Requirement	Women Business Enterprise Requirement	Small Business Enterprise Requirement
6%	1%	6%

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: ES21-0030N
Date of Record: 10/20/2021

*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.



City of Tacoma
Community & Economic Development
Office of Equity in Contracting
747 Market Street, Rm 900
Tacoma WA 98402
253-591-5075

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 firms approved by the City of Tacoma Equity in Contracting Program as Certified Businesses.
- It is the prime contractor's responsibility to check the certification status of the firms intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ Complete company names and phone numbers are required to verify your usage of qualifying firms.

a. Company Name and Certification Number(s)	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization %	k. SBE Utilization %					

By signing and submitting this form the bidder certifies that the EIC firms 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

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 deductive selected by the City. Also, please refer to Items #10-12 below.
2. Column "a" – List all EIC companies that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if this firm is being utilized as an MBE, WBE, or SBE. (Firms may count towards multiple requirements)
4. Column "c" – List the appropriate NAICS code for the scope of work, services, or materials/supplies for each contractor.
5. Column "d" – The bid amount must be indicated for **all** listed **EIC** that you plan on doing business with. This quote is the price that you and the contractor have negotiated prior to bid opening.
6. Column "e" – The bid amount must be indicated for **all** listed **EIC** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
8. 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.
9. 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.
10. 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.
11. Block "i" – The percent 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 = EIC usage as a percent of the Base Bid.)
12. Block "j" – The percent 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 = EIC usage as a percent of the Base Bid.)

13. Block "k" – The percent 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 = EIC usage as a percent of the Base Bid.)

It is the prime contractor's responsibility to check the status of EIC contractors prior to bid opening. Call the EIC Office at 253- 591-5075 for additional information.

Chapter 1.07

Equity in Contracting

Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 Approval as a Certified Business.
- 1.07.060 Program requirements.
- 1.07.070 Evaluation of submittals.
- 1.07.080 Contract compliance.
- 1.07.090 Program monitoring.
- 1.07.100 Enforcement.
- 1.07.110 Remedies.
- 1.07.120 Unlawful acts.
- 1.07.130 Severability.
- 1.07.140 Review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works, there has been historical underutilization of small and minority-owned businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of narrowly tailored contracting requirements to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code (“TMC”), or unless the context in which they are used clearly indicates a different meaning.

1.07.020.B

“Bid” means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

“Bidder” means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”

1.07.020.C

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise and meets the criteria set forth in Section 1.07.050 (2) of this chapter and has been approved as meeting that criteria by the Community and Economic Development Department Program Manager.

“City” means all Departments, Divisions and agencies of the City of Tacoma.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A “Contract” as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A “Contract” does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the

community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

“Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

1.07.020.G

“Goals” means the annual level of participation by Certified Businesses in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

1.07.020.N

“Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

1.07.020.P

“Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

“Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

“Program Regulations” means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

“Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

“Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

1.07.020.Q

“Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

1.07.020.R

“Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

1.07.020.S

“Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

“Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

“Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

1.07.020.T

“Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

1.07.020.W

“Waiver” means a discretionary decision by the City that the one or more requirements of this chapter will not be applied to a Contract or Contracts.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator’s ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the Goals set forth herein.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Approval as a Certified Business.

A. The Program Manager shall approve an entity as a Certified Business if all of the following criteria are satisfied:

1. The entity is certified as a DBE, SBE, MBE, WBE, or MWBE through the state of Washington’s Office of Minority & Women Business Enterprises; and
2. The entity can demonstrate that it also meets at least one of the following additional requirements:
 - a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
 - b. The entity’s business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
 - c. When the work is performed outside of Pierce County, the entity’s business offices may be located in an adjacent county in which the work is performed, or
 - d. Such additional information as the Program Manager or designee may require.
3. When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals.

The applicant may appeal any approval determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals.

The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of Certified Businesses in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of Certified Businesses in City contracts shall be based on the number of qualified Certified Businesses operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to Certified Businesses in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application of Annual Goals to Contracts.

The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.

B. Exceptions:

City departments/divisions or the Program Manager may request an exception to one or more of the requirements of this chapter as they apply to a particular Contract or Contracts. Exceptions may be granted in any one or more of the following circumstances:

1. Emergency:

The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency will be deemed documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. Not Practicable:

The Contract involves special facilities or market conditions or specially tailored or performance criteria-based products, such that compliance with the requirements of this chapter would cause financial loss to the City or an interruption of vital services to the public. Such circumstances must be documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the Board of Contracts and Awards ("C&A Board").

3. Sole source:

The supplies, services, and/or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the C&A Board.

4. Government purchasing.

The Contract or Contracts are the result of a federal, state or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is approved by the senior financial manager.

5. Lack of certified contractors:

An insufficient number of qualified contractors exist to create any utilization opportunities as documented by the Program Manager.

C. Waiver:

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, waiver of goals is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may

request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver..

Waivers may be granted only after determination by the City Manager or Director of Utilities that compliance with the requirements of this chapter would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contracts shall be evaluated for attainment of the Certified Business requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of Certified Business usage and the calculation of Certified Business requirements per this section shall include the following considerations:

1. General.

The dollar value of the contract awarded by the City to a Certified Business in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.

2. Supplies.

A public works and improvements contractor may receive credit toward attainment of the Certified Business requirement(s) for expenditures for supplies obtained from a Certified Business; provided such Certified Business assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the Certified Business goal for the amount of the commission paid to a Certified Business resulting from a supplies contract with the City; provided the Certified Business performs a commercially useful function in the process.

3. Services and Public Works subcontracts.

Any bid by a Certified Business or a bidder that utilizes a Certified Business shall receive credit toward requirement attainment based on the percentage of Certified Business usage demonstrated in the bid. A contractor that utilizes a Certified Business as a subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements.

Certified Business acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price.

The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. Certified Businesses may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.

b. Any bidder that does not meet the stated Certified Business requirements shall be considered a non-responsible bidder unless a waiver of one or more of the requirements of this chapter is granted, in the City's sole discretion, pursuant to the criteria and processes in Tacoma Municipal Code 1.07.060.C.

2. When contract award is based on qualifications or other performance criteria in addition to price, solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on Certified Business participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize Certified Business projected to be used must be approved in advance by the Program Manager. Substitution of one Certified Business with another shall be allowed where there has been a refusal to execute necessary agreements by the original Certified Business, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.
2. Where it is shown that no other Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the respondent, substitution with a non-Certified Business shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement Certified Business, such contractor shall be deemed to be in non-compliance.

B. Record Keeping.

All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of Certified Businesses, and shall include the right of the City to inspect such records.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document Certified Business utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the Program Manager, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;

4. Withhold funds due contractor until compliance is achieved; and/or

5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Review of program.

This chapter shall be in effect through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

PART V

**STATE PREVAILING WAGE RATES AND GENERAL
REQUIREMENTS**

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.

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 02/09/2022

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Pierce	Asbestos Abatement Workers	Journey Level	\$54.62	5D	1H		View
Pierce	Boilermakers	Journey Level	\$70.79	5N	1C		View
Pierce	Brick Mason	Journey Level	\$63.32	7E	1N		View
Pierce	Brick Mason	Pointer-Caulker-Cleaner	\$63.32	7E	1N		View
Pierce	Building Service Employees	Janitor	\$20.69	5S	2F		View
Pierce	Building Service Employees	Traveling Waxer / Shampooer	\$21.24	5S	2F		View
Pierce	Building Service Employees	Window Cleaner (High Time)	\$28.74	5S	2F		View
Pierce	Building Service Employees	Window Cleaner (Non-High Time)	\$27.74	5S	2F		View
Pierce	Cabinet Makers (In Shop)	Journey Level	\$28.36		1		View
Pierce	Carpenters	Acoustical Worker	\$68.24	7A	4C		View
Pierce	Carpenters	Bridge, Dock And Wharf Carpenters	\$68.19	7A	4C		View
Pierce	Carpenters	Carpenter	\$68.19	7A	4C		View
Pierce	Carpenters	Floor Finisher	\$68.19	7A	4C		View
Pierce	Carpenters	Floor Layer	\$68.19	7A	4C		View
Pierce	Carpenters	Scaffold Erector	\$68.19	7A	4C		View
Pierce	Cement Masons	Application of all Composition Mastic	\$67.41	7A	4U		View
Pierce	Cement Masons	Application of all Epoxy Material	\$66.91	7A	4U		View
Pierce	Cement Masons	Application of all Plastic Material	\$67.41	7A	4U		View
Pierce	Cement Masons	Application of Sealing Compound	\$66.91	7A	4U		View
Pierce	Cement Masons	Application of Underlayment	\$67.41	7A	4U		View
Pierce	Cement Masons	Building General	\$66.91	7A	4U		View
Pierce	Cement Masons	Composition or Kalman Floors	\$67.41	7A	4U		View
Pierce	Cement Masons	Concrete Paving	\$66.91	7A	4U		View
Pierce	Cement Masons	Curb & Gutter Machine	\$67.41	7A	4U		View
Pierce	Cement Masons	Curb & Gutter, Sidewalks	\$66.91	7A	4U		View

Pierce	Cement Masons	Curing Concrete	\$66.91	7A	4U		View
Pierce	Cement Masons	Finish Colored Concrete	\$67.41	7A	4U		View
Pierce	Cement Masons	Floor Grinding	\$67.41	7A	4U		View
Pierce	Cement Masons	Floor Grinding/Polisher	\$66.91	7A	4U		View
Pierce	Cement Masons	Green Concrete Saw, self-powered	\$67.41	7A	4U		View
Pierce	Cement Masons	Grouting of all Plates	\$66.91	7A	4U		View
Pierce	Cement Masons	Grouting of all Tilt-up Panels	\$66.91	7A	4U		View
Pierce	Cement Masons	Guniting Nozzleman	\$67.41	7A	4U		View
Pierce	Cement Masons	Hand Powered Grinder	\$67.41	7A	4U		View
Pierce	Cement Masons	Journey Level	\$66.91	7A	4U		View
Pierce	Cement Masons	Patching Concrete	\$66.91	7A	4U		View
Pierce	Cement Masons	Pneumatic Power Tools	\$67.41	7A	4U		View
Pierce	Cement Masons	Power Chipping & Brushing	\$67.41	7A	4U		View
Pierce	Cement Masons	Sand Blasting Architectural Finish	\$67.41	7A	4U		View
Pierce	Cement Masons	Screed & Rodding Machine	\$67.41	7A	4U		View
Pierce	Cement Masons	Spackling or Skim Coat Concrete	\$66.91	7A	4U		View
Pierce	Cement Masons	Troweling Machine Operator	\$67.41	7A	4U		View
Pierce	Cement Masons	Troweling Machine Operator on Colored Slabs	\$67.41	7A	4U		View
Pierce	Cement Masons	Tunnel Workers	\$67.41	7A	4U		View
Pierce	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$122.49	7A	4C		View
Pierce	Divers & Tenders	Dive Supervisor/Master	\$86.04	7A	4C		View
Pierce	Divers & Tenders	Diver	\$122.49	7A	4C	8V	View
Pierce	Divers & Tenders	Diver On Standby	\$81.04	7A	4C		View
Pierce	Divers & Tenders	Diver Tender	\$73.60	7A	4C		View
Pierce	Divers & Tenders	Manifold Operator	\$73.60	7A	4C		View
Pierce	Divers & Tenders	Manifold Operator Mixed Gas	\$78.60	7A	4C		View
Pierce	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$73.60	7A	4C		View
Pierce	Divers & Tenders	Remote Operated Vehicle Tender	\$68.64	7A	4C		View
Pierce	Dredge Workers	Assistant Engineer	\$73.62	5D	3F		View
Pierce	Dredge Workers	Assistant Mate (Deckhand)	\$73.05	5D	3F		View
Pierce	Dredge Workers	Boatmen	\$73.62	5D	3F		View
Pierce	Dredge Workers	Engineer Welder	\$75.03	5D	3F		View
Pierce	Dredge Workers	Leverman, Hydraulic	\$76.53	5D	3F		View
Pierce	Dredge Workers	Mates	\$73.62	5D	3F		View
Pierce	Dredge Workers	Oiler	\$73.05	5D	3F		View
Pierce	Drywall Applicator	Journey Level	\$67.54	5D	1H		View
Pierce	Drywall Tapers	Journey Level	\$67.91	5P	1E		View
Pierce	Electrical Fixture Maintenance Workers	Journey Level	\$17.76		1		View
Pierce	Electricians - Inside	Cable Splicer	\$77.53	5C	1G		View
Pierce	Electricians - Inside	Journey Level	\$72.56	5C	1G		View

Pierce	Electricians - Inside	Lead Covered Cable Splicer	\$82.51	5C	1G		View
Pierce	Electricians - Inside	Welder	\$77.53	5C	1G		View
Pierce	Electricians - Motor Shop	Craftsman	\$15.37		1		View
Pierce	Electricians - Motor Shop	Journey Level	\$14.69		1		View
Pierce	Electricians - Powerline Construction	Cable Splicer	\$82.39	5A	4D		View
Pierce	Electricians - Powerline Construction	Certified Line Welder	\$75.64	5A	4D		View
Pierce	Electricians - Powerline Construction	Groundperson	\$49.17	5A	4D		View
Pierce	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$75.64	5A	4D		View
Pierce	Electricians - Powerline Construction	Journey Level Lineperson	\$75.64	5A	4D		View
Pierce	Electricians - Powerline Construction	Line Equipment Operator	\$64.54	5A	4D		View
Pierce	Electricians - Powerline Construction	Meter Installer	\$49.17	5A	4D	8W	View
Pierce	Electricians - Powerline Construction	Pole Sprayer	\$75.64	5A	4D		View
Pierce	Electricians - Powerline Construction	Powderperson	\$56.49	5A	4D		View
Pierce	Electronic Technicians	Journey Level	\$46.47	6Z	1B		View
Pierce	Elevator Constructors	Mechanic	\$100.51	7D	4A		View
Pierce	Elevator Constructors	Mechanic In Charge	\$108.53	7D	4A		View
Pierce	Fabricated Precast Concrete Products	Journey Level	\$15.00		1		View
Pierce	Fence Erectors	Fence Erector	\$46.29	7A	4V	8Y	View
Pierce	Fence Erectors	Fence Laborer	\$46.29	7A	4V	8Y	View
Pierce	Flaggers	Journey Level	\$46.29	7A	4V	8Y	View
Pierce	Glaziers	Journey Level	\$72.41	7L	1Y		View
Pierce	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$82.02	15H	11C		View
Pierce	Heating Equipment Mechanics	Journey Level	\$91.83	7F	1E		View
Pierce	Hod Carriers & Mason Tenders	Journey Level	\$57.31	7A	4V	8Y	View
Pierce	Industrial Power Vacuum Cleaner	Journey Level	\$14.49		1		View
Pierce	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
Pierce	Inland Boatmen	Cook	\$56.48	5B	1K		View
Pierce	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
Pierce	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
Pierce	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
Pierce	Inland Boatmen	Mate	\$57.31	5B	1K		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$14.49		1		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$14.49		1		View
Pierce	Inspection/Cleaning/Sealing Of	Head Operator	\$14.49		1		View

	Sewer & Water Systems By Remote Control						
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$14.49		1		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$14.49		1		View
Pierce	Insulation Applicators	Journey Level	\$68.19	7A	4C		View
Pierce	Ironworkers	Journeyman	\$78.53	7N	10		View
Pierce	Laborers	Air, Gas Or Electric Vibrating Screed	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Airtrac Drill Operator	\$56.31	7A	4V	8Y	View
Pierce	Laborers	Ballast Regular Machine	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Batch Weighman	\$46.29	7A	4V	8Y	View
Pierce	Laborers	Brick Pavers	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Brush Cutter	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Brush Hog Feeder	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Burner	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Caisson Worker	\$56.31	7A	4V	8Y	View
Pierce	Laborers	Carpenter Tender	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Cement Dumper-paving	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Cement Finisher Tender	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Change House Or Dry Shack	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Chipping Gun (30 Lbs. And Over)	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Chipping Gun (Under 30 Lbs.)	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Choker Setter	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Chuck Tender	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Clary Power Spreader	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Clean-up Laborer	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Concrete Dumper/Chute Operator	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Concrete Form Stripper	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Concrete Placement Crew	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Concrete Saw Operator/Core Driller	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Crusher Feeder	\$46.29	7A	4V	8Y	View
Pierce	Laborers	Curing Laborer	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Ditch Digger	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Diver	\$56.31	7A	4V	8Y	View
Pierce	Laborers	Drill Operator (Hydraulic, Diamond)	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Dry Stack Walls	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Dump Person	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Epoxy Technician	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Erosion Control Worker	\$54.62	7A	4V	8Y	View

Pierce	Laborers	Faller & Bucker Chain Saw	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Fine Graders	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Firewatch	\$46.29	7A	4V	8Y	View
Pierce	Laborers	Form Setter	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Gabian Basket Builders	\$54.62	7A	4V	8Y	View
Pierce	Laborers	General Laborer	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Grade Checker & Transit Person	\$57.31	7A	4V	8Y	View
Pierce	Laborers	Grinders	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Grout Machine Tender	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Guardrail Erector	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Hazardous Waste Worker (Level A)	\$56.31	7A	4V	8Y	View
Pierce	Laborers	Hazardous Waste Worker (Level B)	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Hazardous Waste Worker (Level C)	\$54.62	7A	4V	8Y	View
Pierce	Laborers	High Scaler	\$56.31	7A	4V	8Y	View
Pierce	Laborers	Jackhammer	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Laserbeam Operator	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Maintenance Person	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Manhole Builder-Mudman	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Material Yard Person	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Motorman-Dinky Locomotive	\$55.62	7A	4V	8Y	View
Pierce	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$57.31	7A	4V	8Y	View
Pierce	Laborers	Pavement Breaker	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Pilot Car	\$46.29	7A	4V	8Y	View
Pierce	Laborers	Pipe Layer (Lead)	\$57.31	7A	4V	8Y	View
Pierce	Laborers	Pipe Layer/Tailor	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Pipe Pot Tender	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Pipe Reliner	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Pipe Wrapper	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Pot Tender	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Powderman	\$56.31	7A	4V	8Y	View
Pierce	Laborers	Powderman's Helper	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Power Jacks	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Railroad Spike Puller - Power	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Raker - Asphalt	\$57.31	7A	4V	8Y	View
Pierce	Laborers	Re-timberman	\$56.31	7A	4V	8Y	View
Pierce	Laborers	Remote Equipment Operator	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Rigger/Signal Person	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Rip Rap Person	\$54.62	7A	4V	8Y	View

Pierce	Laborers	Rivet Buster	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Rodder	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Scaffold Erector	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Scale Person	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Sloper (Over 20")	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Sloper Sprayer	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Spreader (Concrete)	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Stake Hopper	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Stock Piler	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Swinging Stage/Boatswain Chair	\$46.29	7A	4V	8Y	View
Pierce	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Tamper (Multiple & Self-propelled)	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Toolroom Person (at Jobsite)	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Topper	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Track Laborer	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Track Liner (Power)	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Traffic Control Laborer	\$49.50	7A	4V	9C	View
Pierce	Laborers	Traffic Control Supervisor	\$52.45	7A	4V	9C	View
Pierce	Laborers	Truck Spotter	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Tugger Operator	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$142.82	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$147.85	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$151.53	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$157.23	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$159.35	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$164.45	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$166.35	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$168.35	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$170.35	7A	4V	9B	View
Pierce	Laborers	Tunnel Work-Guage and Lock Tender	\$57.41	7A	4V	8Y	View
Pierce	Laborers	Tunnel Work-Miner	\$57.41	7A	4V	8Y	View
Pierce	Laborers	Vibrator	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Vinyl Seamer	\$54.62	7A	4V	8Y	View
Pierce	Laborers	Watchman	\$42.08	7A	4V	8Y	View
Pierce	Laborers	Welder	\$55.62	7A	4V	8Y	View

Pierce	Laborers	Well Point Laborer	\$55.62	7A	4V	8Y	View
Pierce	Laborers	Window Washer/Cleaner	\$42.08	7A	4V	8Y	View
Pierce	Laborers - Underground Sewer & Water	General Laborer & Topman	\$54.62	7A	4V	8Y	View
Pierce	Laborers - Underground Sewer & Water	Pipe Layer	\$55.62	7A	4V	8Y	View
Pierce	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$42.08	7A	4V	8Y	View
Pierce	Landscape Construction	Landscape Operator	\$73.05	7A	3K	8X	View
Pierce	Landscape Maintenance	Groundskeeper	\$17.07		1		View
Pierce	Lathers	Journey Level	\$67.54	5D	1H		View
Pierce	Marble Setters	Journey Level	\$63.32	7E	1N		View
Pierce	Metal Fabrication (In Shop)	Fitter	\$15.25		1		View
Pierce	Metal Fabrication (In Shop)	Laborer	\$14.49		1		View
Pierce	Metal Fabrication (In Shop)	Machine Operator	\$14.49		1		View
Pierce	Metal Fabrication (In Shop)	Welder	\$14.49		1		View
Pierce	Millwright	Journey Level	\$69.64	7A	4C		View
Pierce	Modular Buildings	Journey Level	\$14.49		1		View
Pierce	Painters	Journey Level	\$47.70	6Z	2B		View
Pierce	Pile Driver	Crew Tender	\$62.69	7A	4C		View
Pierce	Pile Driver	Crew Tender/Technician	\$62.69	7A	4C		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$85.00	7A	4C		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$90.00	7A	4C		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$94.00	7A	4C		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$99.00	7A	4C		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$101.50	7A	4C		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$106.50	7A	4C		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$108.50	7A	4C		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$110.50	7A	4C		View
Pierce	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$112.50	7A	4C		View
Pierce	Pile Driver	Journey Level	\$68.64	7A	4C		View
Pierce	Plasterers	Journey Level	\$64.14	7Q	1R		View
Pierce	Plasterers	Nozzleman	\$67.64	7Q	1R		View

Pierce	Playground & Park Equipment Installers	Journey Level	\$14.49		1		View
Pierce	Plumbers & Pipefitters	Journey Level	\$80.97	5A	1G		View
Pierce	Power Equipment Operators	Asphalt Plant Operator	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Assistant Engineer	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Barrier Machine (zipper)	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Batch Plant Operator: Concrete	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Bobcat	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Brooms	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Bump Cutter	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Cableways	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Chipper	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Compressor	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Concrete Finish Machine -laser Screed	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Conveyors	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes Friction: 200 tons and over	\$79.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$76.19	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.44	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$78.44	7A	3K	8X	View
Pierce	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$75.60	7A	3K	8X	View

Pierce	Power Equipment Operators	Crusher	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Deck Engineer/ deck Winches (power)	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Derricks: on building work	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Dozers D-9 & Under	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Drilling Machine	\$75.03	7A	3K	8X	View
Pierce	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Gradechecker/stakeman	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Guardrail punch/Auger	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Horizontal/directional Drill Locator	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Horizontal/directional Drill Operator	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$75.03	7A	3K	8X	View
Pierce	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Loaders, Plant Feed	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Loaders: Elevating Type Belt	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Locomotives, All	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Material Transfer Device	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators	Motor patrol graders	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Oil Distributors, Blower	\$69.87	7A	3K	8X	View

		Distribution & Mulch Seeding Operator					
Pierce	Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$76.19	7A	3K	8X	View
Pierce	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Pavement Breaker	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Posthole Digger, Mechanical	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Power Plant	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Pumps - Water	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Rigger and Bellman	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Rollagon	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Roller, Other Than Plant Mix	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Roto-mill, Roto-grinder	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Saws - Concrete	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Scrapers - Concrete & Carry All	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Service Engineers: equipment	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Shotcrete/gunite Equipment	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90	\$75.03	7A	3K	8X	View

		Metric Tons					
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$75.78	7A	3K	8X	View
Pierce	Power Equipment Operators	Slipform Pavers	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Spreader, Topsider & Screedman	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Subgrader Trimmer	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Tower Bucket Elevators	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	7A	3K	8X	View
Pierce	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	\$79.20	7A	3K	8X	View
Pierce	Power Equipment Operators	Transporters, All Track Or Truck Type	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators	Trenching Machines	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$76.19	7A	3K	8X	View
Pierce	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators	Truck Mount Portable Conveyor	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators	Welder	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Wheel Tractors, Farmall Type	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators	Yo Yo Pay Dozer	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator: Concrete	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Brooms	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cableways	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Chipper	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Compressor	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine -laser Screed	\$69.87	7A	3K	8X	View

Pierce	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	\$79.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$76.19	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.44	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$78.44	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Crusher	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Derricks: on building work	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$75.03	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using	\$73.62	7A	3K	8X	View

	Underground Sewer & Water	Blueprints, Cut Sheets,etc.					
Pierce	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Guardrail punch/Auger	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$75.03	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Motor patrol graders	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$76.19	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$76.87	7A	3K	8X	View

Pierce	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height based to boom	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$72.30	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Service Engineers: equipment	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Shotcrete/gunite Equipment	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90	\$75.03	7A	3K	8X	View

		Metric Tons					
Pierce	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$77.63	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom.	\$79.20	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$74.27	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$73.05	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$76.19	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$75.60	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$73.62	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Welder	\$76.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$69.87	7A	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$73.62	7A	3K	8X	View
Pierce	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$55.03	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Spray Person	\$52.24	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$55.03	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Tree Trimmer	\$49.21	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$37.47	5A	4A		View
Pierce	Refrigeration & Air Conditioning Mechanics	Journey Level	\$80.96	5A	1G		View
Pierce	Residential Brick Mason	Journey Level	\$27.02		1		View
Pierce	Residential Carpenters	Journey Level	\$48.17	7A	4C		View
Pierce	Residential Cement Masons	Journey Level	\$45.99		1		View
Pierce	Residential Drywall Applicators	Journey Level	\$68.19	7A	4C		View
Pierce	Residential Drywall Tapers	Journey Level	\$67.91	5P	1E		View
Pierce	Residential Electricians	Journey Level	\$44.11		1		View
Pierce	Residential Glaziers	Journey Level	\$72.41	7L	1Y		View
Pierce	Residential Insulation Applicators	Journey Level	\$24.52		1		View

Pierce	Residential Laborers	Journey Level	\$33.97		1	View
Pierce	Residential Marble Setters	Journey Level	\$29.29		1	View
Pierce	Residential Painters	Journey Level	\$47.70	6Z	2B	View
Pierce	Residential Plumbers & Pipefitters	Journey Level	\$80.97	5A	1G	View
Pierce	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$80.97	5A	1G	View
Pierce	Residential Sheet Metal Workers	Journey Level	\$91.83	7F	1E	View
Pierce	Residential Soft Floor Layers	Journey Level	\$51.91	5A	3J	View
Pierce	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$53.04	5C	2R	View
Pierce	Residential Stone Masons	Journey Level	\$29.29		1	View
Pierce	Residential Terrazzo Workers	Journey Level	\$14.86		1	View
Pierce	Residential Terrazzo/Tile Finishers	Journey Level	\$21.96		1	View
Pierce	Residential Tile Setters	Journey Level	\$25.98		1	View
Pierce	Roofers	Journey Level	\$56.95	5A	2O	View
Pierce	Roofers	Using Irritable Bituminous Materials	\$59.95	5A	2O	View
Pierce	Sheet Metal Workers	Journey Level (Field or Shop)	\$91.83	7F	1E	View
Pierce	Shipbuilding & Ship Repair	New Construction Boilermaker	\$39.58	7V	1	View
Pierce	Shipbuilding & Ship Repair	New Construction Carpenter	\$39.58	7V	1	View
Pierce	Shipbuilding & Ship Repair	New Construction Crane Operator	\$39.58	7V	1	View
Pierce	Shipbuilding & Ship Repair	New Construction Electrician	\$39.58	7V	1	View
Pierce	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$82.02	15H	11C	View
Pierce	Shipbuilding & Ship Repair	New Construction Laborer	\$39.58	7V	1	View
Pierce	Shipbuilding & Ship Repair	New Construction Machinist	\$39.58	7V	1	View
Pierce	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$39.58	7V	1	View
Pierce	Shipbuilding & Ship Repair	New Construction Painter	\$39.58	7V	1	View
Pierce	Shipbuilding & Ship Repair	New Construction Pipefitter	\$39.58	7V	1	View
Pierce	Shipbuilding & Ship Repair	New Construction Rigger	\$39.58	7V	1	View
Pierce	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$39.58	7V	1	View
Pierce	Shipbuilding & Ship Repair	New Construction Shipfitter	\$39.58	7V	1	View
Pierce	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$39.58	7V	1	View
Pierce	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$39.58	7V	1	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$47.45	7X	4J	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$47.35	7X	4J	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	7Y	4K	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Electrician	\$47.42	7X	4J	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$82.02	15H	11C	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Laborer	\$47.35	7X	4J	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Machinist	\$47.35	7X	4J	View

Pierce	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	7Y	4K		View
Pierce	Shipbuilding & Ship Repair	Ship Repair Painter	\$47.35	7X	4J		View
Pierce	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$47.35	7X	4J		View
Pierce	Shipbuilding & Ship Repair	Ship Repair Rigger	\$47.45	7X	4J		View
Pierce	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$47.35	7X	4J		View
Pierce	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$47.35	7X	4J		View
Pierce	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	7Y	4K		View
Pierce	Sign Makers & Installers (Electrical)	Sign Installer	\$26.17		1		View
Pierce	Sign Makers & Installers (Electrical)	Sign Maker	\$20.33		1		View
Pierce	Sign Makers & Installers (Non-Electrical)	Sign Installer	\$33.43		1		View
Pierce	Sign Makers & Installers (Non-Electrical)	Sign Maker	\$22.79		1		View
Pierce	Soft Floor Layers	Journey Level	\$51.91	5A	3J		View
Pierce	Solar Controls For Windows	Journey Level	\$14.49		1		View
Pierce	Sprinkler Fitters (Fire Protection)	Journey Level	\$87.99	5C	1X		View
Pierce	Stage Rigging Mechanics (Non Structural)	Journey Level	\$14.49		1		View
Pierce	Stone Masons	Journey Level	\$63.32	7E	1N		View
Pierce	Street And Parking Lot Sweeper Workers	Journey Level	\$21.69		1		View
Pierce	Surveyors	Chain Person	\$71.30	7A	3K		View
Pierce	Surveyors	Instrument Person	\$71.95	7A	3K		View
Pierce	Surveyors	Party Chief	\$73.15	7A	3K		View
Pierce	Telecommunication Technicians	Journey Level	\$46.47	6Z	1B		View
Pierce	Telephone Line Construction - Outside	Cable Splicer	\$38.27	5A	2B		View
Pierce	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$25.66	5A	2B		View
Pierce	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$31.96	5A	2B		View
Pierce	Telephone Line Construction - Outside	Telephone Lineperson	\$36.17	5A	2B		View
Pierce	Terrazzo Workers	Journey Level	\$57.71	7E	1N		View
Pierce	Tile Setters	Journey Level	\$57.71	7E	1N		View
Pierce	Tile, Marble & Terrazzo Finishers	Finisher	\$48.54	7E	1N		View
Pierce	Traffic Control Stripers	Journey Level	\$50.51	7A	1K		View
Pierce	Truck Drivers	Asphalt Mix Over 16 Yards	\$69.95	15J	11I	8L	View
Pierce	Truck Drivers	Asphalt Mix To 16 Yards	\$69.11	15J	11I	8L	View
Pierce	Truck Drivers	Dump Truck	\$69.11	15J	11I	8L	View
Pierce	Truck Drivers	Dump Truck & Trailer	\$69.95	15J	11I	8L	View
Pierce	Truck Drivers	Other Trucks	\$69.95	15J	11I	8L	View
Pierce	Truck Drivers - Ready Mix	Transit Mix	\$69.95	15J	11I	8L	View
Pierce	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$16.09		1		View

Pierce	Well Drillers & Irrigation Pump Installers	Oiler	\$15.39		<u>1</u>		<u>View</u>
Pierce	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.30		<u>1</u>		<u>View</u>

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

- 1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Overtime Codes Continued

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- Y. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- Z. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

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- D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

Holiday Codes Continued

- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
 - S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6.
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
 - H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
 - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
- 7.
- A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
 - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Holiday Codes Continued

7. W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (8). When the following holidays fall on a Saturday (New Year's Day, Independence Day, and Christmas Day) the preceding Friday will be considered as the holiday; should they fall on a Sunday, the following Monday shall be considered as the holiday.
- I. Holidays: New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the last regular workday before Christmas (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Benefit Code Key – Effective 9/1/2021 thru 3/2/2022

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

Note Codes Continued

8. X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130' to 199' – \$0.50 per hour over their classification rate.

(B) – 200' to 299' – \$0.80 per hour over their classification rate.

(C) – 300' and over – \$1.00 per hour over their classification rate.

Note Codes Continued

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

PART VI

CITY OF TACOMA INSURANCE REQUIREMENTS



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. 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.
- 1.16. 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 has changed.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. 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).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma 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.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

4. 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.

4.1 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. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

4.2 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.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

4.3 Workers' Compensation

4.3.1 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. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

4.4 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.

4.5 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:

- 4.5.1 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.
- 4.5.2 Be on an ISO Special Form Causes of Loss or equivalent and shall insure against the perils flood, earthquake, theft, vandalism, malicious mischief, and collapse.
- 4.5.3 Include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site.
- 4.5.4 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.
- 4.5.5 Contain a Waiver of Subrogation provision whereby each insured waives their subrogation rights to the extent the loss is covered by this insurance.
- 4.5.6 Grant permission to occupy, allowing the building or structure to be partially occupied prior to completion, without detrimental effect to the coverage provided.
- 4.5.7 Include coverage for the testing and startup of the building's operating systems.
- 4.5.8 Include coverage for City of Tacoma's loss of use or business interruption arising out of a covered loss which delays completion.
- 4.5.9 Include 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.

4.6 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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.

PART VII

TECHNICAL SPECIFICATIONS

SECTION 01_11_00

SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Identification and summary description of the Project, the Work, location, Owner-furnished products, activities by others, and coordination.
- B. Related section:
 - 1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
 - 2. It is the Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of Contractor's Work.

1.02 THE PROJECT

- A. The project generally consists of modifying, demolishing, and disposing of an existing approximately 5,000 square foot steel structure at the City of Tacoma Transfer and Recovery Center. The structure is currently used for yard waste processing. Cast-in-place concrete replacement, structural steel modifications, and painting are also included.

1.03 THE WORK

- A. The work will generally include, but not be limited to, the following:
 - 1. Removal and disposal of all building materials indicated in the Contract Document including but not limited to structural steel, columns, chords, purlins, roofing, conduit, electrical enclosures, lighting, appurtenances, concrete, and accessories.
 - 2. Procure, fabricate, and install the steel members and plating as shown in the Contract Documents.
 - 3. Remove and replace the damaged cast-in-place concrete as shown in the Contract Documents.
 - 4. Prepare and coat new and remaining steel surfaces.
 - 5. Provide environmental protection, safety measures, and traffic control as needed.
- B. Proposal Price Summary:
 - 1. Lump sum descriptions for each scope of Work shall reflect furnishing all labor, equipment, materials, and incidentals necessary to perform all Work shown and specified.
 - a. SWM South Public Receiving Building Demolition and Improvements: All costs associated with removing and disposing of the existing building and its attachments. All costs to deliver all necessary material, equipment, and personnel to the site for the duration of the project. All costs to construct the improvements, modifications, and perform site work. All material will be disposed of at the Tacoma Resource and Recovery

Center. Do NOT include the cost of disposal in the Bid. Disposal fees will not be charged to the Contractor. This bid item shall include all other project costs not explicitly addressed by other bid items.

1.04 LOCATION OF PROJECT

- A. The Work is located at the:
 - 1. City of Tacoma Recovery and Transfer Center, 3510 S Mullen Street, Tacoma, Washington 98409.

1.05 EXISTING CONDITIONS

- A. The existing steel building was constructed in 1988 and is approximately 5,000 square feet. It provides cover above three top-load bays for compactor trailers. Years of damage and deterioration, coupled with a change of use from the original purpose, have resulted in the need to demolish this structure.
- B. Some of the structure to remain will need to be supported by additional new steel members.
- C. Damaged sections of existing reinforced cast-in-place concrete will need to be removed and replaced.
- D. As-built drawings are included in Appendix A of the Technical Specifications.
- E. **The Contractor is responsible for verifying actual dimensions of the existing steel members to remain prior to fabricating the new steel components.** The Contractor is solely responsible for determining exact dimensions and locations in relation to the existing structure. The City will not be responsible for any discrepancy between site conditions and prefabricated structural members delivered to the site.

1.06 ACTIVITIES BY OTHERS

- A. The Owner will relocate existing dumpsters and trailers out of the Project Site. Contractor to request removal a minimum 7 days in advance.

1.07 COORDINATION OF WORK

- A. Contractor will maintain overall coordination of the Work.
- B. Contractor will obtain construction schedules from each subcontractor, and require each subcontractor to maintain schedules and coordinate modifications.

1.08 PRODUCT REQUIREMENTS

- A. All workers shall be skilled and qualified for the work they perform. All materials used, unless otherwise specified, shall be new and of the types and grades specified. The Contractor shall perform all work necessary and required for the construction of the project as indicated. Such work includes the demolition of the steel structure, installing and welding new steel members, and coating preparation and application.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01_14_00

WORK RESTRICTIONS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Requirements for sequencing and scheduling the Work affected by existing site and facility, work restrictions, and coordination between construction operations and Transfer Station operations.
- B. Related sections:
 - 1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
 - 2. It is the Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of Contractor's Work.

1.02 CONTRACT COMPLETION TIMES

- A. Milestone Contract Times are defined as follows:
 - 1. Milestone 1: Achieve Substantial Completion with 60 calendar days from Notice to Proceed.
 - 2. Milestone 2: Achieve Substantial Completion within 45 days of mobilization to site
- B. Achieve Final Acceptance within 30 Calendar Days from Substantial Completion.

1.03 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to area designated on the Contract Drawings.
 - 2. Driveways, Entrances, and Roads: Keep driveways, entrances, and roads serving premises clear and available to Owner, Owner's employees, the Public, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - 3. Parking areas: Do not use employee parking areas for storage of materials except for in areas designated on the Drawings as Contractor staging or parking area or within the project limits.
 - 4. Schedule deliveries and material removal to minimize use of roads and entrances.
 - 5. Schedule deliveries and waste removal to minimize space and time requirements for storage of materials and equipment on-site.

6. Storage area: Do not use areas outside of the project limits for storage of materials.
7. Hours of Work: Except in case of emergency or otherwise approved by the Owner.
 - a. The normal hours of work for this project are between 8 AM and 5 PM, Monday through Friday.
 - b. If the Contractor desires to perform work on Holidays, Saturdays, Sundays, or before 8 AM or after 5 PM on any day, the Contractor shall apply in writing to the Owner for permission to work such times. Such requests shall be submitted to the Owner no later than seventy-two (72) hours prior to the day for which the Contractor is requesting permission to work.
 - c. Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Owner. These conditions may include but are not limited to: requiring the Owner or such assistants as the Owner may deem necessary to be present during the work; and requiring the Contractor to reimburse the Owner for the costs in excess of straight-time working costs for Owner employees who worked during such times. Assistants may include, but are not limited to, survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Owner employees when in the opinion of the Owner, such work necessitates their presence.
 - d. Permission to work between the hours of 9 PM and 7 AM during weekdays and between the hours of 9 PM and 9 AM on weekends may be subject to noise control requirements. Approval to continue work later than 9 PM may be revoked at any time the Contractor exceeds the Owner's noise control regulations or complaints are received from the public or adjoining property owner's regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.
8. The Contractor shall be responsible for all other surface restoration needed to bring surrounding surfaces back to preconstruction condition. Pavement repairs, if needed, shall be performed in accordance with City of Tacoma Standard Plan SU-15B.

B. Overhead and Erection Work

1. Perform overhead and erection work in accordance with applicable regulations.
2. Schedule, coordinate, mobilize, perform, and de-mobilize erection procedures such that the public is physically excluded from the affected areas.

3. Overhead and erection work is required to be coordinated continuously in advance with the Owner.
- C. Superfund Site Requirements:
1. The Tacoma Landfill has been listed as a Federal Superfund Site and as such is subject to regulatory oversight by the United States Environmental Protection Agency (EPA), Washington State Department of Ecology (DOE), and Tacoma Pierce County Health Department (TPCHD). No additional work is needed by Contractor.
 2. Regulatory Oversight: Contractor's activities on the site shall comply with all requirements imposed by the regulatory agencies listed above
- D. Public Exclusion Zones
1. The Contractor shall post appropriate signs delineating the construction area in a format acceptable to the Owner.
 - a. Comply with sound safety practices, regulations, and company policies to ensure the highest degree of public safety and protection.
 - b. The specific signage required shall be determined in Contractor consultation with the Owner during review and acceptance of the Contractor's required submitted work plans.
 - c. The required signage shall meet the requirements and be located and installed consistent with the instructions provided by the Owner.
 - d. The signage is required to be moveable in response to daily work activities.
 - e. Maintain posted signs in good serviceable condition.
 - f. Replace damaged or missing signs promptly.
 - g. Provide sufficient labor and resources to move and relocate signage and protective and exclusionary devices on a continuous basis in response to work activities in progress.
 - h. Remove and store exclusionary devices inside designated laydown areas indicated on the Drawings during periods when the facility is closed.
- E. Access to Site:
1. Contractor personnel shall be on site and available to direct truck traffic at all times.
 2. Do not permit trucks, and trucks with pups, to congregate or queue outside the work site.
 3. Do not obstruct neighborhood traffic patterns, Landfill operations, public access, and activities at the adjacent off-site groups.
 4. Deliveries:
 - a. Coordinate equipment delivery to occur during low traffic conditions.
 - b. Do not attempt to unload, operate, or load equipment beyond the noise production limitations allowable.
 5. Construction Activities:

- a. Coordinate construction deliveries and pick-ups to occur during times when construction personnel will be on hand to direct the truck driver.
- b. Direct drivers regularly through verbal instructions, written materials, notices, and subcontracts about the traffic control plan procedures.
- c. Recommend adjustments of the traffic control plan to the Owner as needed.

F. Contractor Parking

- 1. The Contractor shall provide identification for all the Contractor's vehicles, including all employee personal vehicles that will be on the Owner's site.

G. Utilities

- 1. Utility disruptions must be managed to avoid creating safety hazard situations.
- 2. Coordinate with the Owner regarding the shutdown all utilities.
- 3. Take appropriate additional precautions in working on or near utilities.

1.04 GENERAL CONSTRAINTS ON SEQUENCE AND SCHEDULING OF WORK

A. Environmental:

- 1. Mitigation of construction impacts
 - a. Requirements: All construction activities shall comply with all federal, state and local regulations pertaining to water, air, solid waste, and noise pollution.
- 2. Definitions of contaminants:
 - a. Sediment: Soil and other debris that have been eroded and transported by runoff water.
 - b. Solid waste: Rubbish, debris, garbage and other discarded solid materials resulting from construction activities, including a variety of combustible and non-combustible wastes, such as ashes, waste materials that result from construction or maintenance and repair work, leaves and tree trimmings.
 - c. Chemical waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, disinfectants, organic chemicals and inorganic wastes. Some of the above may be classified as "hazardous."
 - d. Sanitary wastes:
 - 1) Sewage: That which is considered as domestic sanitary sewage.
 - 2) Garbage: Refuse and scraps resulting from preparation, cooking, dispensing and consumption of food.
 - e. Hazardous Materials: As defined by applicable laws and regulations. Undisclosed hazardous material contamination, if encountered will constitute a changed site condition. The Owner may retain a separate contractor to dispose of undisclosed hazardous material encountered.
- 3. Noise control: Contractor shall conform with all requirements of City of Tacoma Noise Ordinance Number 28293.

4. Dust control, Air Pollution and Odor Control: Employ measures to prevent the creation of dust, air pollution and odors.
 - a. Unpaved areas where vehicles are operated shall be periodically wetted down or given an equivalent form of treatment, to eliminate dust formation.
 - b. Store all volatile liquids, including fuels or solvents in closed containers.
 - c. Place drip pans under motorized equipment when not in use.
 - d. No open burning of debris, lumber or other scrap will be permitted.
 - e. Properly maintain equipment to reduce gaseous pollutant emissions.
5. Construction storage areas: Storage of construction equipment and materials shall be limited to the Contractor's staging plan as approved by the Owner. Potential staging areas are shown on the Contract Drawings.
 - a. Store and service equipment at the designated Contractor's storage area where oil wastes shall be collected in containers. Oil wastes shall not be allowed to flow onto the ground or into surface waters. Containers shall be required at the construction site for the disposal of materials such as paint, paint thinner, solvents, motor oil, fuels, resins and other environmentally deleterious substances. No dumping of surplus concrete or grout on the site will be permitted.
6. Erosion and sediment transport control:
 - a. Discharge construction runoff into small drainages at frequent intervals to avoid buildup of large potentially erosive flows.
 - b. Keep disturbed areas to the minimum necessary for construction.
 - c. Keep runoff away from disturbed areas during construction.
 - d. Trap sediment before it leaves the site, using such techniques as check dams, sediment ponds, siltation fences, catch basin inlet socks.
7. Stormwater: Comply with the current version of the City of Tacoma Stormwater Management Manual.
8. Disposal operations
 - a. Solid waste management:
 - 1) Supply solid waste transfer containers for all construction activities in accordance with Tacoma Municipal Code, Title 12.09. Remove all debris such as spent air filters, oil cartridges, cans, bottles, combustibles and litter. Take care to prevent trash and papers from blowing onto adjacent property. Personnel are required to use refuse containers. Convey contents to a sanitary landfill.
 - 2) Washing of concrete containers where runoff may reach adjacent property or natural water courses will not be permitted. Remove any excess concrete to the sanitary landfill. Capture and dispose of concrete slurry water.
 - b. Chemical waste and hazardous materials management: Furnish containers for storage of spent oil and chemicals used during construction operations. Dispose of accumulated chemicals and hazardous materials in accordance with applicable regulations on a daily basis, unless otherwise approved by Owner.
 - c. Garbage: Store garbage in covered containers. Clean up daily and dispose in a sanitary landfill.

- d. Dispose of vegetation, weeds, rubble, and other materials removed by the clearing, stripping and grubbing operations off site at a suitable disposal site in accordance with applicable regulations.
- B. Contractor's use of site
 - 1. The Contractor shall confine his use of the site for work and storage to the areas shown in the Contract Drawings. The Contractor's use of adjacent lands and roads for access to move onto and off of the site and for daily access of workers, material and equipment shall be arranged and scheduled to minimize interference with the Owner's continued operations.
 - 2. The Contractor shall only perform work or store material on City property.

1.05 CONCURRENT OPERATION OF SOLID WASTE MANAGEMENT FACILITIES

- A. The Owner's Solid Waste Management facilities outside of the limits of construction shall remain fully operational and with minimum disruption to planned and unplanned daily and special activities.
 - 1. The entrance gates are open to the public between 8:00AM to 6:00PM every day except Operational Holidays. Solid Waste Facilities are in operation prior to and after that with vehicle traffic and operations. Per request and approval by Solid Waste Management, Contractor can begin before and after SWM's operation hours.
 - 2. Operational Holidays are the 1st of January, July 4th, 4th Thursday of November, and December 25th. If an Operational Holiday is on a Saturday the previous Friday will be observed as the observed operations holiday. If an Operation Holiday is on a Sunday the following Monday will be observed as the observed operations holiday.
- B. The Contractor shall maintain continuous access to other Solid Waste Management facilities in full operation concurrent with the construction activity.
 - 1. Request permission from the Owner in advance of any activities that have potential to disrupt Owner's occupancy of adjacent facilities, use of pathways, sidewalks, roads and other transportation improvements of the site, public roadways, electrical power, communications, water utility, fire protection systems, and other systems necessary for operation of the landfill facilities. The Contractor shall have no claim for damages or delays should such permission be revoked or denied due to unanticipated disruptions to the Owner's operations.
 - 2. Consult with the Owner to determine the best and most appropriate means of mitigating impacts from construction activities.
 - 3. Mitigate construction-related impacts to employees of the Owner and the public.
- C. Provide continuous and safe access by the Owner to all areas of the Project Site not specifically designated for work by the Contractor.

1. Provide construction enclosures in accordance with the requirements of Section 01_50_00 "Temporary Facilities and Controls."
 2. Provide traffic control in accordance with the requirements of Section 01_50_00 "Temporary Facilities and Controls."
- D. The Contractor's access shall be limited to the work, staging, delivery, and parking areas identified in the Contract Documents, unless otherwise authorized by the Owner.
- E. Whenever the Contractor's activity affects vehicular or pedestrian traffic, the Contractor shall install and maintain appropriate pedestrian and vehicle barriers and signage for the safety of employees of the Owner and the public. In cases where vehicular traffic is impaired, Contractor shall supply appropriate flagging personnel and traffic control. Costs associated with mitigation of traffic impacts shall be the responsibility of the Contractor.
1. Review proposed layouts, barriers and signage with the Owner for review and comment prior to placement at the Project Site.
 2. Items and products shall be in good, serviceable condition, appropriately marked and secured against movement, vandalism, and theft.
 3. Barricades shall be secured with sandbags positioned not higher than eighteen (18) inches above the pavement or ground surface.
- F. Maintain required access for fire protection of the buildings at all times.
1. Comply with requirements of the Tacoma Fire Department.

1.05 UTILITIES

- A. Maintain in service electrical, telephone, water, gas, sanitary facilities, storm water, and other utilities within existing facilities. Provide temporary utilities when necessary.
- B. The Owner's existing utilities are not available to the Contractor.
- C. Existing utilities
1. Contractor must use a high degree of care when locating and working around existing facilities.
 2. Contractor must conduct field verification of utilities locations. The Contractor shall pothole if necessary.
 3. Services crossed by or located near new yard utilities may require relocation and possible shutdowns.
- D. Repair, at no cost to owner, any utilities damaged by the Contractor

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 01_11_40

SECTION 01_29_40

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Schedule of Values.
 - 2. Procedures for preparation and submittal of Applications for Payment.
- B. Related sections:
 - 1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
 - 2. It is the Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of Contractor's Work.

1.02 FORMAT

- A. Use AIA Documents G702 and 703.
- B. When Change Orders are executed, add Change Orders at end of listing of scheduled activities:
 - 1. Identify change order by number and description.
 - 2. Provide cost of change order in appropriate column.
- C. After completing, submit Application for Payment.
- D. Owner will review application for accuracy.
- E. Execute application with signature of responsible officer of Contractor.

1.03 SUBSTANTIATING DATA

- A. Provide Substantiating Data with cover letter identifying:
 - 1. Owner's specification number and project number.
 - 2. Project name and location.
 - 3. Contractor's name and address.
 - 4. Application number and date of submittal.
 - 5. Detailed list of enclosures.
 - 6. For stored products with item number and identification on application, description of specific material, and proof of insurance coverage for offsite stored products.
 - 7. Submit certified payroll.

1.04 SUBMITTALS

- A. Application for Payment and Substantiating Data with cover letter: Submit one (1) hard copy in accordance with Section 01_33_00 and electronic in accordance with Section 01_32_20.
- B. Prepare progress payment requests on a monthly basis. Base requests on the breakdowns of costs for each scheduled activity and the percentage of completion for each activity.

1.05 SCHEDULE OF VALUES

- A. Submit, in conjunction with the Baseline Schedule, a Schedule of Values per Document 00720, Article 6.02 and Document 00730 Article 6.02, identifying costs of all construction activities as generated by the schedule. Equate the aggregate of these costs to the Contract Sum.
- B. Submit corrected schedule of values within 5 calendar days upon receipt of reviewed Schedule of Values.
- C. Provide certified payroll statements with application for payment.
- D. Additional breakdown requirements:
 - 1. For items on which progress payments will be requested for materials or equipment purchased/fabricated/delivered but not yet installed, provide invoices proving actual costs incurred. Identify materials stored on-site or off-site.
 - 2. For each line item of installed value exceeding 10 percent of the Contract Sum, show breakdown by major products or plant operations under each item for ease of review and confirmation of Work completed. Identify material and labor as separate items.
 - 3. Identify each administrative and procedural requirement as a separate line item.
 - a. Mobilization.
 - b. Project Administration.
 - c. Construction schedule.
 - d. Bonds and insurance.
 - e. Demolition and repair.
 - f. Cleanup.
 - g. Record Documents.
 - h. Operation and Maintenance Manuals with Parts Lists.
 - i. Temporary facilities.
 - 4. The minimum value shall be no less than 2-percent of the Contract Sum for each requirement listed:
 - a. Cleanup.
 - b. Record Documents.
 - c. Operation and Maintenance Manuals.
 - 5. Round figures to nearest dollar amount.
 - 6. Coordinate items of the Schedule of Values so that there is a corresponding item in the Construction Progress Schedule. If activities are added or removed from the Progress Schedule, revise the Schedule of Values and resubmit.

1.06 PAYMENT APPLICATION

- A. General
1. Submit itemized payment request as required in Documents 00720 and 00730 together with Schedule of Values and other submittals as listed herein.
 2. Except as otherwise indicated, sequence of progress payments is to be regular, and each must be consistent with previous applications and payments; it is recognized that certain applications involve extra requirements, including initial application, application at times of Substantial Completion, and final payment application.
 3. By submitting an Application for Payment, Contractor is certifying that to the best of Contractor's knowledge, information, and belief, the work covered by each Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for work for which previous Applications for Payment were issued and payments received from the Owner, and that current payment is now due.
 4. Contractor certifying Subcontractor payment: In accordance with Documents 00720 and 00730.
- B. Each Application for Payment shall be consistent with previous applications and payments as certified and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements as set forth in other Division 1 Sections.
- C. Payment Application Times: The Owner at the pre-construction meeting will establish the date for each progress payment and the period of construction Work covered by each Application for Payment.
- D. Payment Application Forms: In accordance with Documents 00720 and 00730. Use AIA Documents G702 and G703. Provide with continuation sheets for the schedule of values, and place the following paragraphs at the end for signatures:
- The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Document, that all amounts have been paid by the contractor to employees, subcontractors, suppliers, etc. for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.
- (Contracting Firm)
- By _____ Date _____
(SIGN IN INK)
Corporate Officer Title
- E. Application Preparation: Complete every entry on form. Notarize and execute by an Officer of the Company authorized to sign legal documents on behalf of Contractor. Owner will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Change Orders issued before last day of construction period covered by application.
- F. Transmittal: Submit (1) one signed and notarized original copy of each Application for Payment to Owner by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments, if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Statement of Intent to pay prevailing wages.
 3. Schedule of Values.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Products list.
 6. Schedule of unit prices.
 7. Submittals Schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal suppliers and subcontractors.
 10. Copies of permits.
 11. Copies of authorizations and licenses from Owner for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction conference.
 14. Certificates of insurance and insurance policies.
 15. Performance and payment bonds.
 16. Data needed to acquire Owner's insurance.
 17. Other documents as may be required in the Contract Documents.
- I. Applications each Month During Construction: Submit itemized application, in number of copies as specified herein, each with Contractor's notarized affidavit and signed receipts from Principal Subcontractors and Suppliers as specified below. Also include with each application:
1. Updated construction schedule in accordance with Section 01_32_40B.
- J. Construction Schedule Update: Submit with applications for payment a revised updated project CPM schedule for evaluation and measurement of actual work-in-place with said applications for payment.
1. Application for Payment at Substantial Completion: In accordance with Documents 00720 and 00730.
 2. Final Payment Application: In accordance with Documents 00720 and 00730.
- K. Progress Report: Submit with applications for a payment a report summarizing the work completed during the pay period.
- L. On-going documentation verifications prior to payment: Owner will verify the following documentation prior to payment. Failure to provide current

documentation to Owner's satisfaction shall be considered grounds for withholding progress payment and/or final payment to the Contractor in accordance with Documents 00720 and 00730.

1. Current Record Documents: With each Progress Meeting, Contractor is required to present for review to the Owner, a current set of Record Documents in accordance with Section 01_77_00.

M. Notarization and Signed Receipts: Contractor's Affidavit

1. After the first request for payment, all copies of each subsequent request shall be accompanied by Contractor's notarized original signature with the statement that all subcontractors and suppliers have been paid to date as their interests appeared in the last payment received (less earned retainage applicable to subcontractors). And shall also be accompanied by a signed receipt from the Principal Subcontractors and Suppliers stating that all sub-subcontractors, suppliers, wages, fringes, and taxes arising out of such subcontract have been paid in full as their interest appeared in the last payment received. Any amounts withheld from any subcontractor's or supplier's payment due to lack of performance, or other reason, shall be fully documented with the statement, indicating the amount and justification of payment(s) withheld.
2. No application for payment by the Contractor shall be processed unless accompanied by both the affidavit and the receipts.

1.07 PAYMENT FOR STORED MATERIAL

- A. Payment for stored items will be subject to the following:
 1. On-Site Materials: Progress payments shall be made for permanent materials and equipment to be incorporated in the Work and properly protected and stored on the project site with invoices from the original supplier provided to substantiate the value.
 2. Off-Site Materials: No payment will be made for materials stored outside of Tacoma.
- B. Stored materials items may be included in monthly application for payment only after drawing and data submittals, if any are required, have been completed per Contract Documents. A maximum of 90% will be paid for materials stored.
- C. Partial payment for materials and equipment in advance of installation shall not constitute acceptance thereof and will not relieve Contractor of full responsibility for condition and subsequent acceptance by the City. Faulty materials discovered will be rejected even though partial payment may have been made.

1.08 FORCE ACCOUNT

- A. The Owner will indicate to the Contractor when Work is to be performed under Force Account.
 1. Force account work administered by the Contractor shall be consistent with the requirements of the Contract Documents.
 2. Prior to performing Force Account Work, the Contractor shall submit an equipment list containing equipment type, horsepower, attachments, etc.

- B. Payment for Force Account Work shall be agreed to in writing by the Owner and Contractor prior to performance of the Force Account Work.

1.09 OVERTIME

- A. Overtime, double shifts and longer than normal shifts will not be considered reason or justification for extra compensation, unless specifically approved in advance and in writing by the Owner.

1.10 SUBSTANTIATING DATA

- A. When Owner requires substantiating information, submit data in a timely manner justifying line item amounts in question.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01_31_20

PROJECT MEETINGS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Requirements for conducting conferences and meetings for the purposes of addressing issues related to the Work, reviewing and coordinating progress of the Work and other matters of common interest, and includes the following:
 - 1. Preconstruction Conference.
 - 2. Preconstruction Scheduling Meeting (reference Section 01_32_40B).
 - 3. Progress Meetings.
 - 4. Pre-Installation Meetings.
 - 5. Post Construction Meetings.
- B. Related sections:
 - 1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
 - 2. It is the Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of Contractor's Work.

1.02 PRECONSTRUCTION CONFERENCE

- A. Upon issuance of Notice to Proceed, or earlier when mutually agreeable, Owner will arrange preconstruction conference in convenient place for most persons invited.
- B. Attending Preconstruction Conference: Contractor's project manager and superintendent, Owner, Engineer, and others necessary to agenda.
- C. Owner will preside at conference.
- D. Purpose of conference: To establish working understanding between parties and to discuss Construction Schedule, shop drawing and other submittals, cost breakdown of major lump sum items, processing of submittals and applications for payment, and other subjects pertinent to execution of the Work.
- E. Owner will prepare the agenda. Contractor shall be prepared to discuss the following:
 - 1. Adequacy of distribution of Contract Documents.
 - 2. Distribution and discussion of list of major subcontractors and suppliers.
 - 3. Proposed progress schedules, phasing, and critical construction sequencing.
 - 4. Project coordination.
 - 5. Designation of responsible personnel.
 - 6. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.

- d. Change Orders.
 - e. Applications for Payment.
 - f. Record Documents.
 - 7. Use of premises:
 - a. Office, construction, and storage areas.
 - b. Owner's requirements.
 - c. Work affecting other Construction.
 - 8. Construction facilities, controls, and construction aids.
 - 9. Temporary utilities.
 - 10. Safety and first aid procedures.
 - 11. Security procedures.
 - 12. Housekeeping procedures.
- F. Owner will record minutes of meeting and distribute copies of minutes within three (3) days of meeting to participants and interested parties.

1.03 PROGRESS MEETINGS

- A. Contractor shall conduct progress meetings in Contractor's field office, Engineer's field office, or other mutually agreed upon place. Progress meetings shall be conducted, at a minimum, twice a month for the project duration. Meetings shall occur weekly when on-site work is performed.
- B. Distribute to each anticipated participant written notice and agenda of each meeting at least two (2) days before meeting.
- C. Require attendance of Contractor's superintendent others who are necessary to agenda.
- D. Invite Owner, Engineer, and Owner's Representative to all meetings and others necessary to agenda.
- E. Complete and bring Application for Payment in accordance with Section 01_29_40 and updated Progress Schedule to progress meeting.
- F. The Contractor shall prepare and distribute agenda. All meetings shall include the following minimum agenda items:
 - 1. Review of Critical Items/action List.
 - 2. Review work progress and "look-ahead schedule", and compare projected and actual progress with planned progress and methods to correct deficiencies.
 - 3. Review submittal status, delivery dates, and deadlines for critical items.
 - 4. Review change order status.
 - 5. Review RFI status.
 - 6. Review quality control issues including field observations/problems and out-of-compliance inspection/test results.
 - 7. Review coordination problems.
 - 8. Schedule needed meetings, deliveries, inspections, testing, start-up and training.
 - 9. Changes to Contractor's safety plan and report on safety incidents, if any.
 - 10. Other business as necessary.
- G. Contractor will preside at meetings.

- H. Purpose of progress meetings:
 - 1. Review progress of the Work, Progress Schedule, narrative report, Application for Payment, record documents, and additional items of current interest that are pertinent to execution of the Work.
 - 2. To expedite work of subcontractors or other organizations that are not meeting scheduled progress, resolve conflicts, and coordinate and expedite execution of the Work.
- I. Verify:
 - 1. Actual start and finish dates of completed activities since last progress meeting.
 - 2. Durations and progress of activities not completed.
 - 3. Reason, time, and cost data for Change Order Work that will be incorporated into Progress Schedule and application for payment.
 - 4. Percentage completion of items on Application for Payment, on a monthly basis.
 - 5. Reasons for required revisions to Progress Schedule and their effect on Contract Time and Contract Price.
- J. Discuss potential problems which may impede scheduled progress and corrective measures.
- K. Contractor will record minutes of meeting and distribute copies of minutes within 3 days of meeting to participants and interested parties.

1.04 POST CONSTRUCTION MEETINGS

- A. Purpose: prepare a list of corrective work required prior to Physical Completion.
- B. Meet with and inspect the Work with Owner and Engineer. The meeting shall take place prior to issuing Physical Completion.
- C. Schedule meeting at least 14 days in advance of meeting.
- D. Require attendance of Superintendent, appropriate manufacturers and installers of major units of construction, and affected subcontractors.
- E. Meet in Owner's office or other mutually agreed upon place.
- F. Inspect the Work and draft list of items to be completed or corrected. The Contractor shall correct all items found to be defective within 20 days of receipt of the list of items to be corrected.
- G. Review service and maintenance contracts, and take appropriate corrective action when necessary.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01_32_20

WEB BASED CONSTRUCTION DOCUMENT MANAGEMENT

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Requirements for web-based construction document management.
- B. Related sections:
 - 1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
 - 2. It is the Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of Contractor's Work.

1.02 REQUIREMENTS

- A. The Owner, Engineer, and Contractor shall utilize e-Builder® ASP software (e-Builder) and protocols as the primary means for submission and tracking of data and documents (unless specified otherwise in this Section) throughout the duration of the Contract. Certain documents (such as those requiring original signatures, product samples and large format documents) will require hard-copy submittal instead. This specification section describes document submittal procedures and requirements for e-Builder submittal requirements only. Refer to Section 01_33_00 which describes general submittal procedures and submittal content requirements.
 - 1. e-Builder is a web-based electronic media site hosted by e-Builder, Inc.
 - 2. e-Builder is paid for by the Owner. Access to the web site will be by individuals who are licensed users.
 - 3. Access to the e-Builder project will be made available by the Owner for up to a total of 4 licensed user accounts for Contractor. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, and overall management of Contract Documentation.
 - 4. e-Builder shall be the primary means of project information submission and management.
- B. User access limitations:
 - 1. The Owner will control the Contractor's access to e-Builder by allowing access and assigning user profiles to accepted Contractor personnel. User profiles will define levels of access into the system; determine assigned function based authorizations and user privileges. The Contractor may choose to provide subcontractors and suppliers access to e-Builder through the Contractor's accounts. Entry of information exchanged and transferred between the Contractor and its subcontractors and suppliers on e-Builder shall be the responsibility of the Contractor.
 - 2. Only entities with a direct contract with the Owner will be allowed to be an authorized user.

- C. Joint ownership of data:
1. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the Owner, Engineer, and the Contractor will be jointly owned. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!**
The Owner may, at the Owner's discretion, provide electronic copies of CAD Drawings of the Contract Drawings for Contractor's use in preparing submittal drawings. The Contractor must complete and submit the indemnification form for Owner approval before electronic files will be released. Contractor shall be responsible for distributing copies of CAD drawings to subcontractors for use in submittal drawings. Contractor shall not release any drawings to subcontractors without first receiving and forwarding a copy of the completed release and indemnification paperwork signed by the subcontractor to the Owner. Release form is included at the end of the section. Owner makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.
- D. Automated system notification and audit log tracking:
1. Review comments made (or lack thereof) by the Owner on Contractor submitted documentation shall not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents. Owner's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.
- E. Computer Requirements:
1. The Contractor shall use computer hardware and software that meets the requirements of the e-Builder system as recommended by e-Builder, Inc. to access and utilize e-Builder. As recommendations are modified by e-Builder, the Contractor will upgrade their system(s) to meet or exceed the recommendations. Upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract.
 2. The Contractor shall ensure that connectivity to the e-Builder system is accomplished through DSL, cable, T-1 or wireless communications systems. The Owner will not be liable for any delays associated from the usage of e-Builder including, but not limited to slow response time, down time periods, connectivity problems, or loss of information. The Contractor will ensure that connectivity to the e-Builder system meets the minimum requirements described in this Section. Under no circumstances shall the usage of the e-Builder be grounds for a time extension or cost adjustment to the contract.
 3. The e-Builder mobile application is available on the iOS and Android platforms only.
- F. Contractor responsibility:
1. The Contractor shall be responsible for the validity of their information placed in e-Builder and for the abilities of their personnel.
 2. Accepted users shall be knowledgeable in the use of computers, including Internet Browsers, email programs, CAD drawing applications, Microsoft Office

Suite, and Adobe Portable Document Format (PDF) document distribution program.

3. The Contractor shall utilize the existing forms in e-Builder to the maximum extent possible. If a form does not exist in e-Builder the Contractor must include a form of their own or provided by the Engineer as an attachment to a submittal. Owner may create an e-Builder form based on Contractor request
4. Adobe PDF documents will be created through electronic conversion rather than optically scanned whenever possible. The Contractor is responsible for the training of their personnel in the use of e-Builder (outside what is provided by the Owner) and the other programs indicated above as needed. e-Builder may be contacted directly to provide training as needed at proposer's cost.

G. Connectivity problems:

1. Provide a list of Contractor's key e-Builder personnel for the Owner's acceptance. The Owner reserves the right to perform a security check on all potential users.

H. Documents that shall be transmitted and otherwise processed utilizing the e-Builder system shall include, but not be limited to the following:

1. Construction Correspondence
2. Submittals
3. Requests for Information and responses
4. Change Order Requests
5. Meeting Minutes and Agendas

1.03 SUBMITTALS

- A. Preconstruction Submittals: List of Contractor's key e-Builder personnel. Include descriptions of key personnel's roles and responsibilities for this project. Contractor should also identify their organization's administrator on the list.
- B. All other Submittals: Establish a list of all submittals in accordance with Section 01_33_00, and identify which submittals are anticipated to be submitted through e-Builder and which submittals in paper form only.

1.04 TRAINING & SUPPORT

- A. One group training session scheduled by the Owner will be provided for the Contractor at an Owner training facility. The training session duration is generally 4 hours.
- B. Companies may also obtain group training from e-Builder at their own expense. Contact e-Builder for availability and cost.
- C. e-Builder will provide on-going support through on-line help files and technical support available at support@e-builder.net or 1-888-288-5717.

PART 2 PRODUCTS

2.01 DESCRIPTION

- A. e-Builder project management application (no equal) Provided by e-Builder, Inc. www.e-Builder.net.

PART 3 EXECUTION

3.01 UTILIZATION

- A. e-Builder shall be utilized in connection with all document and information management required by these Contract Documents otherwise in the Specifications.
- B. Track and send notifications for all documents requiring Owner input (such as submittals, RFIs and change orders) using the e-Builder system. In cases requiring hard-copy submittal, also submit the submittal cover (or transmittal cover sheet) sheet simultaneously through e-Builder.

3.02 RECORD KEEPING:

- A. Except for paper documents which require original signatures or large format documents (greater than 11 x 17 inches) and photographic documentation, all documents shall be submitted by transmission solely in electronic form to the e-Builder web site by licensed users, except as noted otherwise.
 - 1. The Owner and his representatives, the Construction Manager and his representatives, and the Contractor shall respond to documents received in electronic form through the web site, and consider them as if received in paper document form.
 - 2. The Owner and his representatives, the Construction Manager and his representatives, and the Contractor reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
 - 3. The Owner and his representatives, the Construction Manager and his representatives, and the Contractor reserves the right to and shall copy any paper document into electronic form and make same available on the web site.
 - 4. Paper documents with original signature(s) shall be submitted for certain key forms. Once received, reviewed and otherwise completed, the Owner will scan and upload these signed forms to e-Builder. The following are some but not all of the paper documents which require original signature:
 - a. Contract.
 - b. Change Orders.
 - c. Application & Certificates for Payment.

3.03 DESIGN DOCUMENTS

- A. All design drawings and specifications shall be submitted as CAD (in AutoCAD 2012 format) files whenever possible and in PDF format as attachments (depending on specific requirements of other specification sections) to e-Builder.

3.04 SUBMITTALS

- A. Shop drawings:
 - 1. Shop drawing and design data documents shall be submitted as PDF attachments to the e-Builder submittal module, with exceptions noted below. Examples of shop drawings include, but are not limited to:
 - a. Standard manufacturer installation drawings.
 - b. Drawings prepared to illustrate portions of the work designed or developed by the Contractor.
 - c. Steel fabrication, piece, and erection drawings.
 - 2. Hard copy submittals will be allowed where the page size exceeds 11-inches x 17-inches, and where paper documents with original signatures are required. Hard-copy submittals may also be allowed, if approved by the Owner on a case-by-case basis.
 - a. Hard copy submittals shall be handled following procedures for Samples defined below.
 - 3. Unless noted otherwise or if requested by the Owner to assist submittal review, hardcopies will be submitted in addition to electronic submittals.

3.05 PRODUCT DATA

- A. Product catalog data and manufacturers instructions shall be submitted as PDF attachments to the e-Builder submittal module. Examples of product data include, but are not limited to:
 - 1. Manufacturer's printed literature.
 - 2. Preprinted product specification data and installation instructions.

3.06 SAMPLES

- A. Sample submittals shall be physically submitted as specified in Section 01_33_00. The Contractor shall enter submittal data information into e-Builder with a copy of the submittal form(s) attached to the sample. Examples of samples include, but are not limited to:
 - 1. Product finishes and color selection samples.
 - 2. Product finishes and color verification samples.
 - 3. Finish/color boards.
 - 4. Physical samples of materials.

3.07 ADMINISTRATIVE SUBMITTALS

- A. All correspondence and pre-construction submittals shall be submitted using e-Builder. Examples of administrative submittals include, but are not limited to:
 - 1. Permits.
 - 2. Requests for substitutions (RFS).
 - 3. List of contact personnel.
 - 4. Requests for Information (RFI).
- B. Progress Schedules and associated reports and updates. Each schedule submittal specified in these Contract Documents shall be submitted as a native backed-up file of the scheduling program being used. The schedule shall also be posted as a PDF file in the format specified in these Contract Documents.
- C. Plans for safety, demolition, environmental protection, and similar activities.

- D. Quality Control Plan(s), Testing Plan and Log, Quality Control Reports, Production Reports, Quality Control Specialist Reports, Preparatory Phase Checklist, Initial Phase Checklist, Field Test reports, Summary reports, Rework Items List, etc.
- E. Meeting minutes for, progress meetings, pre-installation meetings, etc.
- F. Any general correspondence submitted.

3.08 COMPLIANCE SUBMITTALS

- A. Test reports, certificates, and manufacture field report submittals shall be submitted on e-Builder as PDF attachments. Examples of compliance submittals include, but are not limited to:
 - 1. Inspection requests:
 - a. When a portion of Work is ready for inspection and prior to covering up the Work, inspection requests shall be submitted via e-Builder and approved via e-Builder.
 - b. Reports associated with this element of the Work will be submitted via e-Builder and associated with the inspection request.
 - 2. Field test reports.
 - 3. Quality Control certifications.
 - 4. Manufacturers documentation and certifications for quality of products and materials provided.

3.09 RECORD AND CLOSEOUT SUBMITTALS

- A. Operation and maintenance data and closeout submittals shall be submitted on e-Builder as PDF documents during the approval and review stage as specified, with actual set of documents (format as specified in Section 01 78 20) submitted for final in hard copy format. Examples of record submittals include, but are not limited to:
 - 1. Operation and Maintenance Manuals: final documents shall be submitted as specified.
 - 2. As-built drawings: Final documents shall be submitted as specified.
 - 3. Extra materials, spare stock, etc.: submittal forms shall indicate when actual materials are submitted.

3.10 FINANCIAL SUBMITTALS

- A. Schedule of Values and Change Request Proposals shall be submitted using e-Builder. Supporting material for Change Requests shall be submitted using e-Builder. Examples of compliance submittals include, but are not limited to:
 - 1. Contractor's Schedule of Values.
 - 2. Contract Change proposals requested by the Owner.

END OF SECTION

SECTION 01_32_34

PHOTOGRAPHIC DOCUMENTATION

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes requirements for:
 - 1. Pre-construction photographs and video.
 - 2. Construction progress photographs and video.
 - 3. Post-construction photographs and video.
- B. The purpose of the photographs and videos is to document the condition of the facilities prior to the Contractor beginning work at the Project site, during, and after Substantial Completion of the Work.
- C. Areas to be photographed shall include the site of the Work and all existing facilities either on or adjoining the Project site, including the interior of existing structures that could be damaged as a result of the Contractor's Work.
- D. The scope of the photographic documentation shall be the sole responsibility of the Contractor, but shall be acceptable to the Owner.

1.02 SUBMITTALS

- A. Key plan: Submit key plan of Project site with notation of vantage points marked for location and direction of each photograph. Include the same label information as the corresponding set of photographs. At a minimum, photographs shall be taken at locations designated in the table below:

Location	Direction
Outdoor Work Site	<ul style="list-style-type: none">• Along boundaries of work site• All four faces of both Public Receiving Buildings• Fence line• Pavement• Concrete walls• Staging and storage areas
Inside (buildings)	<ul style="list-style-type: none">• Inner walls of lower area• Exterior Walls of lower area• Structural steel to remain• Guardrails

- B. Photographs: Digital Media only:
 - 1. Submit each photographic view within three (3) days of taking photographs.
 - 2. Provide photos as individual, indexed JPG files corresponding to the Key Plan with the following characteristics:
 - a. Compression shall be set to preserve quality over file size.

- b. Highest resolution JPG images shall be submitted. Resizing to a smaller size when high resolution JPGs are available shall not be permitted.
 - c. JPG image resolution shall be 800 by 600 or higher.
 - d. Images shall have rectangular clean images. Artistic borders, beveling, drop shadows, etc., are not permitted.
- 3. Date stamp: Date and time stamp shall be integral to each photograph.
- C. Pre-construction photographs: Submit two (2) sets prior to beginning work at the Project site or prior to the Preconstruction Conference specified in Section 01_31_20 - Project Meetings, whichever occurs earlier.
- D. Construction progress photographs: Take construction photographs monthly at a minimum. Construction photographs shall be date-stamped. Furnish two (2) sets of construction photographs to Owner in digital format (CD or DVD) with monthly pay application.
- E. Post-construction photographs: Submit with project closeout documents as specified in Section 01_77_00 - Closeout Procedures. Furnish two (2) sets to Owner in digital format (CD or DVD).

PART 2 PRODUCTS

2.01 MEDIA

- A. Upload electronic files to e-Builder for acceptance.
- B. Provide each set of photos on a DVD, compatible with Microsoft Windows 7 and 8.

PART 3 EXECUTION

3.01 GENERAL

- A. Date stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.

END OF SECTION

SECTION 01_32_40B

PROGRESS SCHEDULES AND REPORTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Preparation, submittal, and maintenance of computerized progress schedule and reports, contract time adjustments, and payment requests, including the following:
 - 1. Baseline Schedule.
 - 2. Progress Schedule.
 - 3. Schedule Updates.
 - 4. Final Schedule Submittal.
- B. Related sections:
 - 1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
 - 2. It is the Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of Contractor's Work.

1.02 RESPONSIBLE PERSON

- A. Designate, in writing and within 5 calendar days after Notice of Award, person responsible for preparation, maintenance, updating and revision of all schedules.
- B. Owner reserves the right to disapprove scheduler when submitted by Contractor if not qualified. Owner reserves the right to remove scheduler from the project if found to be incompetent.

1.03 SCHEDULING FORMAT AND SOFTWARE

- A. Schedule format: Utilize CPM format.
- B. Prepare computerized schedule utilizing MS Project or approved equal. If software other than MS Project is used, then the Contractor shall provide 1 licensed copy of the scheduling software to the Owner, registered in the Owner's name, for the duration of the project.

1.04 PRECONSTRUCTION SCHEDULING MEETING

- A. Owner will conduct Preconstruction Scheduling Meeting with Contractor's Project Manager, General Superintendent, and scheduler within 7 calendar days after Notice To Proceed. This meeting is separate from the Preconstruction Conference Meeting and is intended to cover schedule issues exclusively.
- B. At the meeting, review scheduling requirements. These include schedule preparation, reporting requirements, updates, revisions, and schedule delay

analysis. Present schedule methodology, planned sequence of operations, and proposed activity coding structure.

1.05 PREPARATION

- A. Preparation and submittal of Progress Schedule represents Contractor's commitment to execute the Work within specified time and constraints. Failure to conform to requirement may result in termination for cause as specified in:
 - 1. Document 00720, Paragraph 3 Time and Schedule.
 - 2. Document 00730, Paragraph 3.08 Suspension of Work.
- B. Contractor's bid covers all costs associated with the execution of the Work in accordance with the Progress Schedule.
- C. During preparation of the preliminary Progress Schedule, Owner will facilitate Contractor's efforts by being available to answer questions regarding sequencing issues, scheduling constraints, interface points, and dependency relationships.
- D. Prepare schedule utilizing Critical Path Method (CPM).
- E. Prepare schedule utilizing activity durations in terms of calendar days. Do not exceed 14 calendar day duration on activities except concrete curing, submittal review, and equipment fabrication and deliveries. Where duration of continuous work exceeds 14 calendar days, subdivide activities by location, stationing, or other sub-element of the Work. Coordinate holidays to be observed with the Owner and incorporate them into the schedule as Owner non-working days.
- F. Failure to include an activity required for execution of the Work does not excuse Contractor from completing the Work and portions thereof within specified times and at price specified in Agreement. Contract requirements are not waived by failure of Contractor to include required schedule constraints, sequences, or milestones in schedule. Contract requirements are not waived by Owner's acceptance of the schedule. In event of conflict between accepted schedule and Contract requirements, terms of Contract govern at all times, unless requirements are waived in writing by the Owner.
- G. Reference schedule to calendar days with beginning of Contract Time as Day "1."
- H. Baseline Schedule and Project Completion: Should Contractor submit a Baseline Schedule showing project completion more than 26 calendar days prior to Contract completion date Owner may issue Change Order, at no cost to Owner, revising time of performance of Work and Contract completion date to match Contractor's schedule completion date. Adjust accordingly any Contract milestone dates.
- I. Contract float is for benefit of the Project, and may be utilized by both Owner and Contractor, at the Owner's sole discretion. Changes to the project that can be accomplished within the Contract Time may be made by Owner by utilizing float. Extensions to the Contract Time will not be granted nor delay damages owed until all float is utilized, and Work extends beyond currently accepted Contract completion date. Upon utilization of all available float, extensions of the Contract time will be granted by Owner for valid Owner-caused or third party-caused delays,

which affect the planned completion date and which have been properly documented and demonstrated by Contractor.

- J. Schedule logic: Assembled to show order in which Contractor proposes to carry out Work, indicate restrictions of access, availability of Work areas, and availability and use of manpower, materials, and equipment. Form basis for assembly of schedule logic on the following criteria:
 - 1. Which activities must be completed before subsequent activities can be started
 - 2. Which activities can be performed concurrently
 - 3. Which activities must be started immediately following completed activities
 - 4. What major facility, equipment or manpower restrictions are required for sequencing these activities
- K. Non-sequestering of float: Pursuant to float sharing requirements of Contract, schedule submittals can be rejected for use of float suppression techniques such as preferential sequencing or logic, special lead or lag logic restraints, extended activity durations or imposed dates.
- L. Interim milestone dates, operational constraints: In event there are interim milestone dates and/or operational constraints set forth in Contract, show them on schedule. Do not use Zero Total Float constraint or Mandatory Finish Date on such Contract requirements.
- M. Schedule windows for owner-furnished, Contractor-installed equipment or materials: Immediately after Award of Contract, obtain from Owner anticipated delivery dates of Owner furnished equipment or materials. Show these dates in the schedule in same manner indicated by Owner.

1.06 SUBMITTAL OF PROGRESS SCHEDULES

- A. Submittals shall be made in electronic format in accordance with Sections 01_32_20 and 01_33_00.
- B. Submit preliminary and baseline schedule.
- C. Submit, on a monthly basis, updated schedules as specified. Submit final schedule update as specified.
- D. Submit revised schedules and time impact analyses as specified.
- E. Submit schedules as follows:
 - 1. CPM network and/or bar chart (as specified by the Owner) on 11-inch x 17-inch PDFs.
 - 2. Three sets of Tabular reports listing all activities sorted numerically identifying duration, early start, late start, early finish, late finish, total float, and all predecessor/successor information.
 - 3. A copy of the schedule file.

1.07 BASELINE SCHEDULE

- A. Submit Baseline Schedule within 5 calendar days after Notice to Proceed.

- B. Meet with Owner within 3 calendar days after receipt of Baseline Schedule to review and make necessary adjustments. Submit revised schedule within 3 calendar days after meeting.
- C. Submit schedule of costs for all activities on revised Preliminary Schedule.

1.08 SCHEDULE OF SHOP DRAWINGS

- A. Submit simultaneously with the Baseline Schedule, a preliminary list of all anticipated shop drawings and sample submittals for the Project using early start dates for approval. Contractor shall utilize all Specification Sections to establish the submittals required for the Work.
- B. Progress payments during the first 30 calendar days after Notice to Proceed will not be made until an approved list of all shop drawings and sample submittals is provided.
- C. After Baseline Schedule has been submitted and accepted by Owner, provide a list of all shop drawings and sample submittals for all Work using early start dates. This listing will contain all submittals required for the entire Work including those listed above.
- D. Submittal of final list: Schedule shall be a condition precedent to Owner making progress payments after the first 90 calendar days after Notice to Proceed.

1.09 UPDATING THE SCHEDULE

- A. Update the schedule on a monthly basis, using a date as specified by the Owner.
- B. Should monthly Schedule Update show project completion later than current Contract completion date, prepare and submit a Schedule Revision in accordance with the Revisions to Schedule.

1.10 PROGRESS SCHEDULE

- A. Submit to Owner, at each progress meeting, a progress schedule showing the activities completed during the previous week and the schedule of activities for the following 5 weeks.
- B. Use the logic and conform to the status of the current progress schedule when producing a Progress Schedule in CPM schedule or a bar chart format. In the event that the Progress Schedule no longer conforms to the current schedule, Contractor may be required to revise the schedule.
- C. The activity designations used in the Progress Schedule must be consistent with those used in the Baseline Schedule and the monthly Schedule Updates.

1.11 ADJUSTMENT OF CONTRACT TIME

- A. If the Contractor believes that the Owner has impacted its work, such that the project completion date will be delayed, the Contractor must submit proof

demonstrating the delay to the critical path in accordance with Sections 07200 and 07300, Article 7.03.

- B. When a delay to the project as a whole can be avoided by revising preferential sequencing or logic, and the Contractor chooses not to implement the revisions, the Contractor will be entitled to a time extension and no compensation for extended overhead.
- C. Utilize the latest version of the approved Schedule Update at the time of the alleged delay, and all other relevant information, to determine the adjustment of the contract time.
- D. If completion of the project occurs within the specified contract time, the Contractor is not entitled to job-site or home office overhead beyond the Contractor's originally planned occupancy of the site.

1.12 FINAL SCHEDULE SUBMITTAL

- A. The final Schedule Update becomes the Record Schedule.
 - 1. The Record Schedule reflects the exact manner in which the project was constructed by reflecting actual start and completion dates for all activities accomplished on the project.
 - 2. Contractor's Project Manager and scheduler sign and certify the Record Schedule as being an accurate record of the way the project was actually constructed.
- B. Retainage will not be released until final Schedule Update is provided.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01_32_90

HEALTH AND SAFETY PLAN

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Development and maintenance of a Construction Safety Plan.

1.02 REFERENCES

- A. Occupational Safety and Health Standards (OSHA).
- B. Washington Industrial Safety and Health Act (WISHA).
- C. Washington Administrative Code (WAC).
 - 1. Chapter 296-155 Safety Standards for Construction Work

1.03 PROJECT/SITE CONDITIONS

- A. Prior to the start of and during the course of the Work (above and below ground) the Contractor shall make a thorough survey of the entire Project Site to determine all potential hazards.
- B. Workers shall be made aware of those hazards and shall be instructed in procedures and the use of equipment for their protection.
 - 1. Inform employees, subcontractors, and subcontractor employees of the dangers associated with working on the project site.
- C. The Contractor shall verify the location and condition ("live" or "dead") of all utilities on and near the Project Site and take precautions to protect his/her employees, the general public, and the property.
- D. Imminent Danger
 - 1. The Contractor shall be wholly responsible for any accidents (including death) occurring at any time during the progress of the Work and until the final acceptance of the work by the Owner which may happen to any of his/her contractor's employees or those working on its behalf or those of any Subcontractor employed on the building, or for any damage or injuries (including death) which his/her work and operations may cause to the work being constructed, or to existing buildings, or to any tenants and occupants of the property, or of the adjoining properties, or to the public, or to any public or private property.

1.04 CONSTRUCTION SAFETY PLAN

- A. In accordance with Documents 00720 and 00730.
- B. Develop the Methods and Procedures to comply with WAC296-155 and other federal, state, and Local Health and Safety Laws, Rules and Requirements for the

duration of the Contract Times. Methods and procedures must also comply with the Owner's Safety Plan. Include the following:

1. Identification of the Certified or Licensed Safety Consultant who will prepare, initiate, maintain and supervise safety programs, and procedures.
 2. Procedures for providing workers with an awareness of safety and health hazards expected to be encountered in the course of construction.
 3. Safety equipment appropriate to the safety and health hazards expected to be encountered during construction. Include warning devices, barricades, safety equipment in public right-of-way and protected areas, safety equipment used in multi-level structures, personal protective equipment (PPE) as required by OSHA, WISHA, WAC, Documents 00720 and 00730, Section 5.07.
 4. Methods for minimizing employees' exposure to safety and health hazards expected during construction.
 5. Procedures for reporting safety or health hazards.
 6. Procedures to follow to correct a recognized safety and health hazard.
 7. Procedures for investigation of accidents, injuries, illnesses, and unusual events that have occurred at the construction site.
 8. Periodic and scheduled inspections of general work areas and specific workstations.
 9. Training for employees and workers at the jobsite.
 10. Methods of communication of safe working conditions, work practices and required personal protection equipment.
 11. Contractor's Lockout/Tagout Procedures that are in accordance with the Owner's Policy.
 12. Contractor's Confined Space Entry Procedures that are in accordance with the Owner's Policy.
 13. Contractor COVID-19 exposure control plan including the following at a minimum: designated on-site COVID-19 officer, training, screening, social distancing, decontamination, personal hygiene, and respiratory protection.
- C. Assume responsibility for every aspect of Health and Safety on the jobsite, including the health and safety of subcontractors, suppliers, and other persons on the jobsite:
1. Forward available information and reports to the Safety Consultant who shall make the necessary recommendations concerning worker health and safety at the jobsite.
 2. Employ additional health and safety measures specified by the Safety Consultant, as necessary, for workers in accordance with OSHA guidelines.
- D. Transmit to Owner, copies of reports and other documents related to accidents or injuries encountered during construction.

1.05 FALL PROTECTION PLAN

- A. The Contractor's Safety Plan shall include a Fall Protection Plan. The Fall Protection Plan, at a minimum, shall meet the requirements set forth in WAC 295-155-24611.
- B. Contractor shall identify a Competent Person assigned to oversee all aspects of Fall Protection.
- C. All Contractor employees and subcontractors working on site shall receive Fall Protection training. Contractor shall keep record of training.

- D. The Contractor is required to maintain record of all Fall Protection training and inspections during the project.

1.06 SUBMITTALS

- A. Contractor shall submit the Safety Plan before performing any work on site.
- B. Contractor shall submit Fall Protection record documents at the end of the project.

1.07 CONTRACTOR QUALITY ASSURANCE

- A. The Contractor shall be responsible for carefully reviewing the entire scope of work, the work site location, adjacent structures and systems, and applicable Contract Document requirements to fully inform and satisfy itself, by personal review and examination or by such other means as they prefer, of the safety considerations and requirements that must be addressed and planned prior to the start of work.
- B. The Contractor shall ensure that all Contractor employees, subcontractor employees, vendors, and other site visitors comply with the Contractor's Safety Plan.
- C. The Contractor shall designate a safety supervisor on site with appropriate training, responsibility, and full authority to coordinate, implement, and enforce the Safety Plan for the duration of this Contract. The name and telephone number of the safety supervisor shall appear in the Safety Plan.

1.08 SAFETY PLAN COMPLIANCE

- A. The Contractor shall provide the necessary air monitoring, ventilation equipment, protective equipment, face coverings, fall protection, and other specified supplies and equipment to employees to facilitate implementation of the Safety Plan.
- B. Notify the Owner of all accidents and on the job injuries within the same workday. Provide a written report to the Owner within three (3) days of the occurrence. Provide full details, witness statements, and corrective actions being taken.
- C. Submit documentation of all pre-job safety meetings with employees and subcontractors.
- D. Conduct, document, and submit meeting minutes from weekly safety tailgate meetings.
- E. Submit any reports generated as part of the Safety Plan on a monthly basis.
- F. The Owner may notify the Contractor of any suspected or observed inadequacies in the implementation of the Safety Plan, and may contact the regulatory agencies with jurisdiction if such inadequacies are not addressed.
- G. The Owner may suspend the Work of the Project in response to the Contractor's failure to administer, revise and implement the required Contractor's Health and Safety Plan.
 - 1. The Contractor will not be granted schedule extensions arising from health and safety related suspensions of Work.

2. The Contractor will not be entitled to additional compensation arising from health and safety related suspensions of Work.
- H. Compliance Monitoring: The Owner will audit the Contractor's performance of the work of this Section.
1. The Owner may issue a directive to stop work on all, or a portion of the Work, in conditions where protections and management of safety risks for on-going work is not being appropriately addressed by the Contractor, as deemed appropriate by the Owner.
- I. Accident Notifications
1. Report immediately by messenger or telephone to the City any accidents causing death, injuries, or property damage.
 2. Written Report:
 - a. Provide a written report to the City within three (3) days of the occurrence of an accident.
 - b. Provide full details, witness statements, and corrective actions being taken.
 - c. Drug test results of individual or individuals involved.

1.09 HAZARDOUS MATERIALS PROCEDURES

- A. Hazardous materials are those defined by 40 CFR and State specific codes.
- B. When hazardous materials have been found:
1. Should suspect material not identified in this Section be encountered, immediately suspend all work that could disturb said material and notify the Owner. Do not proceed with work that could disturb the material until authorized by the Owner, in writing, to do so.
 2. Prepare and initiate implementation of plan of action in compliance with State and Federal regulations.
 3. Notify immediately Owner and other affected persons and take necessary precautions.
 4. Notify such agencies as are required to be notified by Laws and Regulations with the times stipulated by such Laws and Regulations.
 5. Designate a Certified Industrial Hygienist to issue pertinent instructions and recommendations for protection of workers and other affected persons' health and safety.
 6. Identify and contact subcontractors and licensed personnel qualified to undertake storage, removal, transportation, disposal at a permitted facility, and other remedial work required by, and in accordance with, laws and regulations.
- C. Forward to Owner, copies of reports, permits, receipts, shipping manifests or bill of lading with quantities indicated, and other documentation related to remedial work.
- D. Assume responsibility for worker health and safety, including health and safety of subcontractors and their workers:
1. Instruct workers on recognition and reporting of materials that may be hazardous.

- E. File requests for adjustments to Contract Times and Contract Price due to the finding of Hazardous Materials in the Work site in accordance with Contract Documents:
 - 1. Minimize delays by continuing performance of the Work in areas not affected by hazardous materials operations.

1.10 LEAD PAINT IDENTIFICATION, REMOVAL, AND DISPOSAL

- A. The Owner's inspection has determined to the best of its ability that the proposed construction areas, under this Contract and the materials therein, DO NOT contain lead as measured by XRF. Other surfaces not sampled may contain lead-containing paint.
- B. The Contractor shall test all painted surfaces for the presence of lead prior to making any modifications. Perform all work in a manner that limits dust creation and employee exposure. The Contractor shall use wet techniques, HEPA vacuum, or other best practices to control dust. A courtesy copy of the test results is included at the end of this Section as Appendix A.
- C. If Contractor testing determines coatings contain lead, Contractor shall comply with Part 1.09 of this Section for handling, removal, and disposal.
- D. Existing paint on the exterior and interior surfaces that may contain lead in concentrations which will require implementation of hazardous material compliance procedures as legislated by the following: 1. CFR, Title 29 and Title 40. 2. Chapter 296-155-176 WAC.

E.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION



01_32_90 APPENDIX A

From the Desk of Nelson Miles



34004 9th Avenue South A5
Federal Way, Washington 98003
Telephone (253) 952-6717
email nmiles@oriones.net

Lead Paint Survey Report

ORION Project 021-0410

JUNE 17, 2021

Max Drathman
City of Tacoma Science & Engineering
326 East D Street
Tacoma, Washington 98421

RE: South PRB Canopy Demolition

Dear Mr. Drathman,

Submitted for your consideration is the Lead Paint Survey Report for the South PRB Canopy at the City of Tacoma Solid Waste Management and Recycling Facility located at 3110 South Mullen Street in Tacoma, Washington 98409. This survey was performed on June 15, 2021 with the purpose of identifying lead paint in association with components of the canopy that will be impacted during demolition. The survey was performed in accordance with the definition of lead paint which is regulated by the Washington State Department of Occupational Safety and Health (DOSH). More information about the definition of lead is provided in this report.

Our findings conclude that no measurable concentrations of lead were detected on these components. Additional information regarding the components tested and the process of the testing can also be referenced in the attached. Let me know if you have any questions regarding this report or if I may be of further service.

Professionally Yours,

ORION Environmental Services, Inc.

Nelson Miles, Project Manager
Lead Paint Risk Assessor

Enclosures:

- Report Summary (3 pages)
- Photographs (10 pages)
- XRF Report Table (1 page)
- Certificate of Calibration (1 page)
- Performance Characterization Sheet (3 pages)
- Assessor's State Accreditation

Project Information



Project Name & Address	Lead Paint Assessment South PRB Canopy Demolition 3110 South Mullen Street Tacoma, Washington 98409
ORION Project No.	O21-0410
Client	Max Drathman City of Tacoma Science & Engineering Services 326 East D Street Tacoma, Washington 98421
Lead Paint Assessor:	Nelson Miles, ORION Environmental Services State Accreditation No. 6243; Expires November 2022
Report Date:	June 17, 2021

Assessor's Signature

Attachments

- XRF Report Table and Photographs
- NITON Performance Characterization Sheet (PCS)
- Lead Paint Inspector's Certifications

Executive Summary

ORION Environmental Services, Inc. (OES) conducted a lead-based paint assessment of the South PRB Canopy located at the City of Tacoma Solid Waste Management facility. This assessment was conducted on June 15, 2021 by Nelson Miles of OES. The object of the assessment was to test painted components that will be impacted during demolition activities. These include painted metal components such as beams and walls and did not include concrete pilings or footings. Results of the assessment reflects that all components that will be impacted by demolition did not contain any measurable concentrations of lead. A summary sheet of the components tested and photographs are attached to this report.

Investigative Methodology

General

The assessment was conducted using a NITON XLp300A X-ray fluorescence (XRF) instrument. The purpose of the assessment was to identify the presence of lead in the paint for components inside the residential units. Testing was performed on representative painted, stripped or varnished components with the intent of ascertaining the presence of lead-based paint above specified regulatory action levels of 1.0 mg/cm². If lead-based paint was found, the survey would identify architectural components and their respective lead concentrations as positive or negative.

How the Instrument Works

The XRF directs high-energy X-rays into a surface. These high-energy rays strike atoms in the surface, causing electrons to be ejected from their orbits. Characteristic X-ray energy is emitted when another electron fills the void in the shell. The emitted energy is detected by the XRF instrument and converted to a quantitative measure. For the lead atom, characteristic frequencies are emitted from the K-and L-shells, its two innermost electron orbits. Energy emitted from these shells (energy bands) are referred to as K X-rays and L X-rays respectively. The length of each test can vary based on the strength of the radioactive source.

Testing was performed by state-accredited lead paint inspectors and lead paint risk assessor who are trained and licensed in the use of the NITON XRF. At no time were the instrument used while non-trained personnel were in the area. This includes testing wall where individual may be on the opposite side.

Calibration

Calibration is performed both directly on bare substrates and on National Institute of Standards and Technology (NIST) standard reference material (SRM) films placed over the bare areas. The NIST SRM used during calibration has a lead level of 1.02 mg/cm². The measurements taken on the NIST SRM film (with the 1.02 mg/cm² lead level) placed over the bare areas were obtained to examine the performance of the instrument.

Regulatory Overview

Lead was commonly used in most products until 1978, when it was banned from residential paints at concentrations greater than 600 parts per million (PPM); however, commercial applications with lead were still utilized and are still available. Lead is poisonous to the human body and presents a potential health hazard during any kind of

disturbance (such as maintenance, including grinding, welding and cutting) and if improperly disposed, where lead can enter drinking water supplies.

Department of Occupational Safety and Health (DOSH) – Regulation WAC 296 -155-176 & 296-62-07521

DOSH enacted the lead standard for the purpose of protecting construction and maintenance workers from exposure to lead. DOSH is primarily concerned with activities that disturb paints with any detectable amounts of lead. DOSH applies to all construction work and to general industry where an employee may be occupationally exposed to lead. Construction work is defined as work for construction, alteration and/or repair, including painting and decorating. It includes but is not limited to the following:

- Demolition or salvage of structures where lead or materials containing lead are present;
- Removal or encapsulation of materials containing lead;
- New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- Installation of products containing lead
- Lead contamination/emergency cleanup;
- Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed, and
- Maintenance operations associated with the construction activities described in this paragraph.

Department of Ecology (DOE – Regulation WAC 173-303)

Washington State Department of Ecology is responsible for regulating dangerous waste disposal. Lead-based paint debris from renovation, remodeling and abatement must be tested for lead concentration to determine if they exceed the dangerous waste threshold of 5.0 part per million (PPM). If above this threshold the lead-bearing components must be managed as dangerous waste.

Findings and Recommendations

None

Warranty Statement

The conclusions within this report are professional opinions based solely upon visual site observations and interpretations of analytical data as described in this report. Typical construction techniques can render portions of the building inaccessible. The opinions presented herein apply to the site conditions existing at the time of the investigation and interpretation of current regulation pertaining to lead. Opinions and recommendations provided herein may not apply to future conditions that may exist at the site. Regulatory requirement in effect at the time of the work should be verified prior to any work that impacts hazardous materials. This report represents the finding of this survey only and is not intended to establish scope or contractual terms to lead remediation or abatement of other hazardous materials. Questions concerning this report may be addressed to the Assessor.



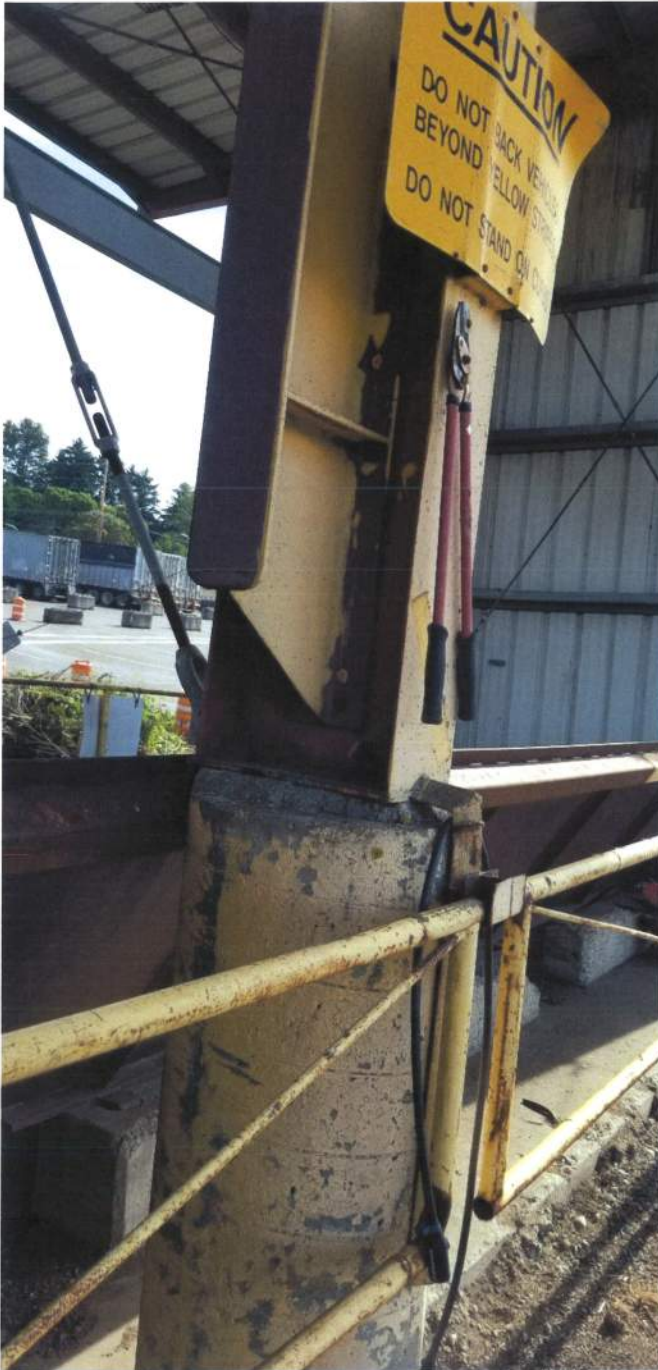
Overview of Metal Components Being Impacted



Index No. 91245
Wall Corner
No Lead Detected



Index No. 91304
Wall
No Lead Detected



Index No. 91402
Metal Beam
No Lead Detected



Index No. 91433
Metal Beam
No Lead Detected



Index No. 91507
Metal Beam
No Lead Detected



Index No. 91516
Wall Corner
No Lead Detected



Index No. 91530
Metal Beam
No Lead Detected



Index No. 91703
Metal Post
No Lead Detected



Index No. 91654
Metal Beam
No Lead Detected

South PRB Canopy Demolition Lead Paint Assessment

City of Tacoma Science and Engineering Services

XRF Report Table

Index	Room	Side	Component	Substrate	Color	Condition	Calibration	Result	PbC
1					White		NIST 2570	Pass	0.0
2					White		NIST 2570	Pass	0.0
3					White		NIST 2570	Pass	0.0
4					Red		NIST 2573	Pass	1.0
5					Red		NIST 2573	Pass	1.2
6					Red		NIST 2573	Pass	1.2
Index	Room	Side	Component	Substrate	Color	Condition	Calibration	Result	PbC
91245	Exterior	East	Wall Corner	Wall Corner	Metal	Yellow	Good	0	Negative
91304		East	Wall	Wall	Metal	Yellow	Good	0	Negative
91402		South	Beam	Beam	Metal	Rust/Yellow	Good	0	Negative
91433		North	Beam	Beam	Metal	Rust/Yellow	Good	0	Negative
91507		South	Beam	Beam	Metal	Rust	Good	0	Negative
91516		East	Wall Corner	Wall Corner	Metal	Yellow	Good	0	Negative
91530		East	Beam	Beam	Metal	Rust	Good	0	Negative
91601		East	Post	Post	Metal	Rust	Good	0	Negative
91703		North	Beam	Beam	Metal	Rust	Good	0	Negative
Index	Room	Side	Component	Substrate	Color	Condition	Calibration	Result	PbC
7					White		NIST 2570	Pass	0.0
8					White		NIST 2570	Pass	0.0
9					White		NIST 2570	Pass	0.0
10					Red		NIST 2573	Pass	1.0
11					Red		NIST 2573	Pass	1.1
12					Red		NIST 2573	Pass	1.1

Report Date: June 17, 2021

Page 1 of 1

No measurable concentration of lead was detected on the components being impacted.
Index Numbers are also the photo number that can be seen in the attached.



CALIBRATION TEST RESULTS

ORION Environmental Services, Inc.

Project Information:

South PRB Canopy Demolition
City of Tacoma Solid Waste Management

Project No.:	O21-0410
Date:	06/15/2021
Inspector:	M. McKay

NITON Fluorescence (XRF) Device

Manufacture/Model:	XLP 300A	Serial Number	100103
NIST SRM:	2570/2573	Inclusive Limits	0.8 to 1.2 mg/cm ²

Testing was conducted utilizing an X-Ray Fluorescence (XRF) device in accordance with the documented methodologies and quality control procedures outlined in Chapter 7 of the U.S. Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, July 2012 revision.

CALIBRATION TEST DATA

First Calibration Check

Time: 09:01

NIST SRM 2570 (White)			Average	Blank
First Reading	Second Reading	Third Reading		
0.0 (1)	0.0 (2)	0.0 (3)	0.0	Yes

Second Calibration Check

Time: 09:02

NIST SRM 2573 (Red)			Average	Is the average within the limits of 0.8 to 1.2 mg/cm ²
First Reading	Second Reading	Third Reading		
1.0 (4)	1.2 (5)	1.2 (6)	1.13	Yes

Third Calibration Check

Time: 11:36

NIST SRM 2570 (White)			Average	Blank
First Reading	Second Reading	Third Reading		
0.0 (7)	0.0 (8)	0.0 (9)	0.0	Yes

Fourth Calibration Check

Time: 11:36

NIST SRM 2573 (Red)			Average	Is the average within the Inclusive Limits of 0.8 to 1.2 mg/cm ²
First Reading	Second Reading	Third Reading		
1.0 (10)	1.0 (11)	1.0 (12)	1.07	Yes

Performance Characteristic Sheet

EFFECTIVE DATE: September 24, 2004

EDITION NO.: 1

MANUFACTURER AND MODEL:

Make: Niton LLC

Tested Model: XLP 300

Source: ^{109}Cd

Note: This PCS is also applicable to the equivalent model variations indicated below, for the Lead-in-Paint K+L variable reading time mode, in the XLI and XLP series:

XLI 300A, XLI 301A, XLI 302A and XLI 303A.

XLP 300A, XLP 301A, XLP 302A and XLP 303A.

XLI 700A, XLI 701A, XLI 702A and XLI 703A.

XLP 700A, XLP 701A, XLP 702A, and XLP 703A.

Note: The XLI and XLP versions refer to the shape of the handle part of the instrument. The differences in the model numbers reflect other modes available, in addition to Lead-in-Paint modes. The manufacturer states that specifications for these instruments are identical for the source, detector, and detector electronics relative to the Lead-in-Paint mode.

FIELD OPERATION GUIDANCE

OPERATING PARAMETERS:

Lead-in-Paint K+L variable reading time mode.

XRF CALIBRATION CHECK LIMITS:

0.8 to 1.2 mg/cm² (inclusive)

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm² in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm² film).

If readings are outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instruments into control before XRF testing proceeds.

SUBSTRATE CORRECTION:

For XRF results using Lead-in-Paint K+L variable reading time mode, substrate correction is not needed for:

Brick, Concrete, Drywall, Metal, Plaster, and Wood

INCONCLUSIVE RANGE OR THRESHOLD:

K+L MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm ²)
Results not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted in August 2004 on 133 testing combinations. The instruments that were used to perform the testing had new sources; one instrument's was installed in November 2003 with 40 mCi initial strength, and the other's was installed June 2004 with 40 mCi initial strength.

OPERATING PARAMETERS:

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

SUBSTRATE CORRECTION VALUE COMPUTATION:

Substrate correction is not needed for brick, concrete, drywall, metal, plaster or wood when using Lead-in-Paint K+L variable reading time mode, the normal operating mode for these instruments. If substrate correction is desired, refer to Chapter 7 of the HUD Guidelines for guidance on correcting XRF results for substrate bias.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing. Use the K+L variable time mode readings.

Conduct XRF retesting at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family housing a result is defined as the average of three readings. In multifamily housing, a result is a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF results.

Compute the average of all ten re-test XRF results.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

TESTING TIMES:

For the Lead-in-Paint K+L variable reading time mode, the instrument continues to read until it is moved away from the testing surface, terminated by the user, or the instrument software indicates the reading is complete. The following table provides testing time information for this testing mode. The times have been adjusted for source decay, normalized to the initial source strengths as noted above. Source strength and type of substrate will affect actual testing times. At the time of testing, the instruments had source strengths of 26.6 and 36.6 mCi.

Testing Times Using K+L Reading Mode (Seconds)						
	All Data			Median for laboratory-measured lead levels (mg/cm ²)		
Substrate	25 th Percentile	Median	75 th Percentile	Pb < 0.25	0.25 ≤ Pb < 1.0	1.0 ≤ Pb
Wood Drywall	4	11	19	11	15	11
Metal	4	12	18	9	12	14
Brick Concrete Plaster	8	16	22	15	18	16

CLASSIFICATION RESULTS:

XRF results are classified as positive if they are greater than or equal to the threshold, and negative if they are less than the threshold.

DOCUMENTATION:

A document titled *Methodology for XRF Performance Characteristic Sheets* provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD.

This XRF Performance Characteristic Sheet was developed by the Midwest Research Institute (MRI) and QuanTech, Inc., under a contract between MRI and the XRF manufacturer. HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.

STATE OF WASHINGTON

Department of Commerce

Lead-Based Paint Abatement Program

Nelson B Miles III

*Has fulfilled the certification requirements of
WAC 365-230
and has been certified to conduct lead-based
paint activities as a
Risk Assessor*

<u>Certification #</u>	<u>Issuance Date</u>	<u>Expiration Date</u>
6243	01/21/2020	11/08/2022

Lead-Based Paint Program



Nelson Miles III

Risk Assessor

Cert# 6243

Expires 11/8/2022



Washington State
Department of
Commerce

November 8, 2016

Nelson Miles
ORION Environmental Services
34004 9th Avenue South A5
Federal Way, Washington
United States

Subject: Operator's Training Certificate – Thermo Scientific Niton XRF Analyzers

Dear Nelson:

Congratulations on having successfully completed the Thermo Fisher Scientific Operational Training Course for our Thermo Scientific Niton x-ray fluorescence (XRF) analyzers. We admire your effort in attending this course and have enclosed your certificate of completion. This document certifies that you have been trained in device configuration, sample preparation, safe operation and analysis, interpretation of results, and routine maintenance pertaining to the use of the Thermo Scientific Niton XRF analyzer.

Please feel free to contact us to discuss your testing and analysis needs. Our trained, technical staff will help you identify best practices and testing methods that can increase productivity and help save you time and money.

We also welcome any comments you might have regarding the quality of the training you received. What did you like? How can we improve? Please e-mail your comments to Pete Anzalone at peter.anzalone@thermofisher.com. If you have any questions regarding the enclosed certificate, please contact Paul Pazareskis at paul.pazareskis@thermofisher.com.

Be sure to visit our web site at www.thermofisher.com/pai for the latest news about our products, applications, and scheduled events. We are committed to solving your analysis needs.

Best regards,

Randy Wertz
Director, America Sales
Thermo Scientific Portable Analytical Instruments Inc.

Thermo Scientific Niton XRF Analyzer Operator's Training Certificate

This is to certify that

Nelson Miles

has successfully completed the Thermo Fisher Scientific Niton XRF Analyzer Operational Training Course. The topics of this course include device configuration, sample preparation, safe operation and analysis, interpretation of results, and routine maintenance of the Thermo Scientific Niton XRF Analyzer.

Course date: 2016-11-02

Location: OES - Federal Way, WA

Certificate Number: OP00360000027pgNq



Randy Wertz
Director, America Sales

SECTION 01_33_00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Requirements and procedures for submittals.
- B. Insofar as practical, and unless specifically noted otherwise, the Contractor, Owner and Engineer will utilize the Owner's web-based construction document management system (e-Builder) to process submittals.

1.02 DEFINITIONS

- A. Certificates: means document affirmations by the Contractor, subcontractor, or manufacturer entities that the work is in accordance with the Contract Documents.
- B. Manufacturer's instructions: means instructions, stipulations, directions, and recommendations issued in printed form by the manufacturer of a product addressing handling, installation, erection, and application of the product; manufacturer's instructions are not prepared especially for the Work.
- C. Product data: usually consists of manufacturers' printed data sheets or catalog pages illustrating the products to be incorporated into the project.
- D. Samples: full-size actual products required to illustrate the products to be incorporated into the project. Sample submittals are often necessary for such characteristics as colors, textures, and other appearance issues.
- E. Spare parts: uninstalled spare parts necessary for the Owner's use in facility operation and maintenance with type and quantity identified as part of the specification of the product.
- F. Shop drawings: Shop drawings are prepared specifically for the project to illustrate details, dimensions, and other data necessary for satisfactory fabrication or construction that are not shown in the contract documents. Shop drawings could include graphic line-type drawings, single-line diagrams, or schedules and lists of products and their application.
- G. Submittals: means samples, product data, shop drawings, and others that demonstrate how Contractor intends to conform with the Contract Documents.
- H. Tools: generally defined as items such as special wrenches, gauges, circuit setters, and other similar devices required for the proper operation or maintenance of a system that would not normally be in the Owner's tool kit.

1.03 GENERAL INSTRUCTIONS

- A. The Owner, Engineer and Contractor shall utilize e-Builder software (e-Builder is a registered trademark of e-Builder, Inc.). As the primary means for submission of data and documents (unless specified otherwise in this Section) throughout the duration of the Contract. Certain documents (such as those requiring original signatures, product samples and large format documents) will require hard-copy submittal instead. This specification section describes document submittal procedures and requirements for e-Builder submittal requirements only. Refer to Section 01_31_24 - Web Based Construction Document Management which describes general Web-based construction document management procedures.
- B. Provide submittals that are specified or reasonably required for construction, operation, and maintenance of the Work.
- C. Contractor shall not utilize or copy any Contract Documents in part or whole as the primary basis for submittal approval. Each submittal shall clearly demonstrate the Contractor's understanding of the scope required.
- D. Edit all submittals so that the submittal specifically applies to only the equipment furnished. Neatly cross out all extraneous text, options, models, etc. that do not apply to the equipment being furnished, so that the information remaining is only applicable to the equipment being furnished. Highlight or use other methods to clearly show the submitted product details.
- E. Prepare submittals in the English language. Do not include information in other languages.
- F. Present measurements in customary American units (feet, inches, pounds, etc.). Metric units will not be acceptable.
- G. Show dimensions, construction details, wiring diagrams, controls, manufacturers, catalog numbers, and all other pertinent details.
- H. Where multiple submittals are required, provide a separate submittal for each specification section:
 - 1. In order to expedite construction, the Contractor may make more than one (1) submittal per specification section, but a single submittal may not cover more than one specification section.
 - 2. The only exception to this requirement is when one specification section covers the requirements for a component of equipment specified in another section and submittal must be coordinated with other work.
- I. Submittals must be clear and legible, and of sufficient size for presentation of information:
 - 1. Minimum page size shall be 8 1/2 inches by 11 inches.
 - 2. Maximum page size shall be 11 inches by 17 inches.
- J. Submittals in electronic media format:
 - 1. In accordance with Section 01_31_24 - Web Based Construction Document Management.

2. General: Provide all information in PC compatible format using Windows operating system as utilized by the Owner.
3. Text: Provide text documents and manufacturer's literature using Portable Document Format (PDF) as utilized by the Owner.
4. Graphics: Provide all graphic submittals (drawings, diagrams) utilizing Portable Document Format (PDF) as utilized by the Owner.
5. Contractor using other software shall be required to provide to the Owner conclusive evidence of 100 percent data transfer compatibility.

1.04 SUBMITTAL CONTENTS

- A. Complete the Owner's Submittal Transmittal Form provided in e-builder:
 1. Hard copy submittals or samples provided by Contractor must include a Submittal Transmittal Form providing the same information, statements, and certifications.
 2. Required submittal numbering format: Submittal number-resubmittal number:
 - a. Example: 132-1:
 - 1) "132" indicates the submittal number is 132.
 - 2) "1" indicates the first resubmittal of Submittal 132.
 - b. Contractor may add a separate numbering scheme for Contractor's internal use. However, all correspondence with Owner must include the required submittal numbering.
 3. Specification section: Include with each submittal a copy of the relevant specification section, including relevant addendum updates:
 - a. Indicate in the left margin, next to each pertinent paragraph, either compliance with a check (✓) or deviation with a consecutive number (1, 2, 3).
 - b. Provide a list of all numbered deviations with a clear explanation and reason for the deviation.
 4. Drawings: Include with each submittal a copy of the relevant Drawing, including relevant addendum or change order updates. Areas affected by addendum or change order updates shall be clearly identified using a "bubble" designation and referenced with the addendum or change order number:
 - a. Indicate either compliance with a check (✓) or deviation with a consecutive number (1, 2, 3).
 - b. Provide a list of all numbered deviations with a clear explanation and reason for the deviation.
 - c. Provide field dimensions and relationship to adjacent or critical features of the Work or materials.
 5. Other information or materials as needed.
 6. Contractor: stamp, sign and date submittals indicating review and approval:
 - a. Signature indicates Contractor has satisfied submittal review responsibilities, submittal meets all requirements, and constitutes Contractor's written approval of submittal.
 - b. Submittals without Contractor's signature will be returned to the Contractor unreviewed. Subsequent submittal of this information will be counted as the first resubmittal.

1.05 SUBMITTAL FORMAT

- A. Fully indexed with a tabbed divider for every component.

- B. Sequentially number pages within the tabbed sections:
 - 1. Submittals that are not fully indexed and tabbed with sequentially numbered pages, or are otherwise unacceptable, will be returned without review.
- C. Organize submittals in exactly the same order as the items are referenced, listed, and/or organized in the specification section.
- D. For submittals that cover multiple devices used in different areas under the same specification section, the submittal for the individual devices must list the area where the device is used.
- E. Consolidate electronic format submittals with multiples pages into a single file.
- F. Bookmarks:
 - 1. Bookmarks shall match the table of contents.
 - 2. Bookmark each section (tab) and heading.
 - 3. Drawings: Bookmark at a minimum, each discipline, area designation, or appropriate division.
 - 4. At file opening, display all levels of bookmarks as expanded.

1.06 SUBMITTAL PROCEDURE

- A. Contractor: Prepare submittal information in sufficient detail to show compliance with specified requirements:
 - 1. Determine and verify quantities, field dimensions, product dimensions, specified design and performance criteria, materials, catalog numbers, and similar data.
 - 2. Coordinate submittal with other submittals and with the requirements of the Contract Documents.
 - 3. Check, verify, and revise submittals as necessary to bring them into conformance with Contract Documents and actual field conditions.
- B. Contractor: Send submittal to Owner:
 - 1. Provide specified number of copies of submittal.
 - 2. Delivery:
 - a. Deliver electronic submittals to Owner using web based construction document management system described in Section 01_31_24 - Web Based Construction Document Management.
 - b. Deliver hard-copy submittals (if necessary) to Owner at the Center for Urban Waters [326 D Street, Tacoma, WA].
 - 3. Timeliness: Schedule and make submissions and resubmissions in accordance with the requirements of the individual specification sections and in such a sequence as to cause no delay in Work.
 - 4. Contractor assumes risk of expense and delays when proceeding with work related to required submittals without review and acceptance.
- C. Owner: Review submittal and provide response:
 - 1. Review description:
 - a. Owner will be entitled to rely upon the accuracy or completeness of designs, calculations, or certifications made by licensed professionals accompanying a particular submittal whether or not a stamp or seal is required by Contract Documents or Laws and Regulations.

- b. Owner's review of submittals shall not release Contractor from Contractor's responsibility for performance of requirements of Contract Documents. Owner's review will not release Contractor from fulfilling purpose of installation or from Contractor's liability to replace defective work.
 - c. Owner's review of shop drawings, samples, or test procedures will be only for conformance with design concepts and for compliance with information given in Contract Documents.
 - d. Owner's review does not extend to:
 - 1) Accuracy of dimensions, quantities, or performance of equipment and systems designed by Contractor.
 - 2) Contractor's means, methods, techniques, sequences, or procedures except when specified, indicated on the Drawings, or required by Contract Documents.
 - 3) Safety precautions or programs related to safety which shall remain the sole responsibility of the Contractor.
 - e. Owner can accept or reject any exception at their sole discretion.
2. Review timeframe:
- a. Except as may be provided in technical specifications, a submittal will be returned within 7 calendar days.
 - b. When a submittal cannot be returned within the specified period, Owner will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned.
 - c. Owner's acceptance of progress schedule containing submittal review times less than those specified or agreed to in writing by Owner will not constitute Owner's acceptance of review times.
 - d. Critical submittals:
 - 1) Contractor will notify Owner in writing that timely review of a submittal is critical to the progress of Work.
 - 2) Owner will provide decision on request.
 - 3) Written acceptance of request:
 - a) Written agreement by Owner to reduce submittal review time will be made only for unusual situations.
 - b) Written rejection of request.
3. Schedule delays:
- a. No adjustment in Contract Times or Contract Price will be allowed due to Owner's review of submittals if:
 - 1) Contractor fails to submit appropriate submittals in adequate timeframe in order to procure necessary equipment and maintain project schedule.
 - 2) Owner has failed to review and return first submission within the agreed upon time frame.
 - 3) Contractor demonstrates that delay in progress of Work is directly attributable to Owner's failure to return submittal within time indicated and accepted by Owner.
4. Review responses: Submittal will be returned to Contractor with one of the following reviewer's response and stamp on the transmittal form included as Appendix A:
- a. Reviewed (no Comments):
 - 1) Contractor may proceed with the work described in the submittal.

- b. Reviewed with Comments:
 - 1) Contractor shall incorporate all review comments into the work, but resubmittal of an amended submittal package is not required.
 - 2) Resubmit only the portion of package necessary to respond to Owner's comments.
 - c. Amend and Resubmit:
 - 1) Contractor shall incorporate the review comments into a complete revised package, and resubmit it for review.
 - d. Rejected:
 - 1) Contractor shall review comments.
 - 2) Contractor shall develop a new submittal package with materials, equipment, methods, etc. that meet the requirements of the Contract Documents.
- D. Contractor: Prepare resubmittal, if applicable:
- 1. Clearly identify each correction or change made.
 - 2. Include a response in writing to each of the Owner's comments or questions for submittal packages that are resubmitted in the order that the comments or questions were presented throughout the submittal:
 - a. Acceptable responses to Owner's comments are listed below:
 - 1) "Incorporated" Owner's comment or change is accepted and appropriate changes are made.
 - 2) "Response" Owner's comment not incorporated. Explain why comment is not accepted or requested change is not made. Explain how requirement will be satisfied in lieu of comment or change requested by Owner.
 - b. Any resubmittal that does not contain responses to the Owner's previous comments shall be returned "Revise and Resubmit". No further review by the Owner will be performed until a response for previous comments has been received.
 - 3. Review costs:
 - a. Costs incurred by Owner as a result of additional reviews of a particular submittal after the second time it has been reviewed shall be borne by Contractor.
 - b. Reimbursement to Owner will be made by deducting such costs from Contractor's subsequent progress payments.

1.07 SUBMITTALS

- A. General:
 - 1. Submittals shall be made in electronic format in accordance with Section 01_31_24 - Web Based Construction Document Management. Electronic submittals shall be supplemented with paper documents, which either require original signatures or large format documents (greater than 11 by 17 inches).
 - 2. All paper documents submitted by the Contractor shall be in accordance with the City of Tacoma's Sustainable Purchasing Policy (Resolution 38248). Documents shall be produced on recycled paper containing the highest level of post-consumer and recycled content available. At a minimum, paper with 30 percent post-consumer recycled content shall be used.

3. If required, number of hard copies: 5 minimum except where noted.

B. Shop Drawings:

1. Details:

- a. Fabrication drawings: drawn to scale and dimensioned.
- b. Front, side, and, rear elevations, and top and bottom views, showing all dimensions.
- c. Locations of conduit entrances and access plates.
- d. Component layout and identification.
- e. Weight.
- f. Finish.
- g. Temperature limitations, as applicable.
- h. Nameplate information.

C. Product Information:

1. Product Data:

a. Details:

- 1) Supplier name and address.
- 2) Subcontractor name and address.

b. Include:

- 1) Catalog cuts.
- 2) Bulletins.
- 3) Brochures.
- 4) Manufacturer's Certificate of Compliance: signed by product manufacturer along with supporting reference data, affidavits, and tests, as appropriate.
- 5) Manufacturer's printed recommendations for installation of equipment.
- 6) Quality photocopies of applicable pages from manufacturer's documents.

2. Samples:

a. Number of samples: 3 minimum.

b. Details:

- 1) Submit labeled samples.
- 2) Samples will not be returned.
- 3) Provide samples from manufacturer's standard colors, materials, products, or equipment lines:
 - a) Clearly label samples to indicate any that represent non-standard colors, materials, products, or equipment lines and that if selected, will require an increase in Contract Time or Contract Price.

3. Minor or incidental products and equipment schedules:

a. Details:

- 1) Shop Drawings of minor or incidental fabricated products will not be required, unless requested.
- 2) Submit tabulated lists of minor or incidental products showing the names of the manufacturers and catalog numbers, with Product Data and Samples as required to determine acceptability.

D. Design calculations:

1. Details:

- a. Defined in technical sections.

- b. Calculations must bear the original seal and signature of a Professional Engineer licensed in the state of Washington and who provided responsible charge for the design. The Professional Engineer shall be registered in a discipline appropriate for the design calculations submitted.
- E. Qualifications Statements:
 - 1. Details:
 - a. Defined in technical sections.
 - b. Licensing documentation.
 - c. Certification documentation.
 - d. Education documentation.
- F. Quality assurance/control submittals:
 - 1. Mill test reports:
 - a. Details:
 - 1) Submit certified copies of factory and mill test reports.
 - 2) Do not incorporate Products in the Work which have not passed testing and inspection satisfactorily.
 - 3) Pay for mill and factory tests.
 - 2. Test reports:
 - a. Details:
 - 1) Include the following information:
 - a) A description of the test.
 - b) List of equipment used.
 - c) Name of the person conducting the test.
 - d) Date and time the test was conducted.
 - e) Ambient temperature and weather conditions.
 - f) All raw data collected.
 - g) Calculated results.
 - h) Clear statement if the test passed or failed the requirements stated in Contract Documents.
 - i) Signature of the person responsible for the test.
 - 3. Source Testing:
 - a. Details: Include complete test procedure and all forms to be used during test.
 - 4. Certificates:
 - a. Details: Defined in technical sections.
 - 5. Manufacturers' field reports:
 - a. Details: Certificate of proper installation.
 - 6. Field Samples:
 - a. Details: Defined in technical sections.
 - 7. Field Test Plans:
 - a. Details: Defined in technical sections.
- G. Project management submittals:
 - 1. Applications for payment:
 - a. Details:
 - 1) As specified in Documents 00720 and 00730, and Section 01_29_77 - Applications for Payment.
 - 2. Schedules:
 - a. Details:
 - 1) Progress schedules: As specified in Section 01_32_40B.

- 2) Schedule of values: As specified in Documents 00720 and 00730.
3. Progress reports and quantity charts:
 - a. Details: As specified in Section 01_32_40B.

1.08 CLOSEOUT SUBMITTALS

- A. Provide closeout submittals as specified in Section 01_77_00 - Closeout Procedures.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

APPENDIX A
SUBMITTAL RESPONSE FORM



326 East D Street
Tacoma, WA 98421

City of Tacoma
Environmental Services Department
Science & Engineering Division

Phone: (253) 591-5588
FAX: (253) 502-2107

SUBMITTAL REVIEW COMMENTS

Project/Spec No.: ENV-02015-01 / ES20-0030N
Project Name: SWM South Public Receiving Building Demolition and Improvements
Submittal Number:
Spec Section:
Description:
Date Submitted:
Response Date:

SUBMITTAL REVIEW ACTION (select one)		
The Engineer's review of drawings and data submitted by the Contractor will cover only general conformity with the contract drawings and specifications. The Engineer's review of submittals shall not relieve the Contractor from responsibility for errors, omissions, deviations, or responsibility for compliance with the contract.		
A	Reviewed (no Comments):	Contractor may proceed with the work described in the submittal.
B	Reviewed with Comments:	Contractor shall incorporate all review comments into the work, but resubmittal of an amended submittal package is not required. Resubmit only the portion of package necessary to respond to Owner's comments.
C	Amend and Resubmit:	Contractor shall incorporate the review comments into a complete revised package, and resubmit it for review.
D	Rejected:	Contractor shall review comments. Contractor shall develop a new submittal package with materials, equipment, methods, etc. that meet the requirements of the Contract Documents.

COMMENTS:

No.	Reviewer	Pg./Sheet/ Spec #	Comment
1.			
2.			
3.			

Date: ____ By: _____

CITY OF TACOMA

SECTION 01_35_21

SELECTIVE ALTERATIONS AND DEMOLITION

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Cutting or modifying of existing and new work.
 - 2. Partial demolition of structures.

1.02 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. A10.6 - Safety and Health Program Requirements for Demolition Operations.
- B. International Concrete Repair Institute (ICRI):
 - 1. Guideline No. 310.2R - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair.
 - 2. Guideline No. 310.3R - Guide for the Preparation of Concrete Surfaces for Repair Using Hydrodemolition Methods.

1.03 DEFINITIONS

- A. Chipping hammer: A hand-operated electrical or pneumatic demolition device for removal of hardened concrete or masonry materials having a weight of less than 15 pounds and an impact frequency of greater than 2,000 blows/minute.
- B. Concrete breaker: A hand-operated electrical or pneumatic demolition device for removal of hardened concrete or masonry materials having a weight greater or impact frequency less than the limits defined for a chipping hammer.
- C. Coring equipment: Non-impact rotary drill with diamond cutting edges.
- D. Heavy abrasive blast: Cleaning procedure by which various abrasives materials, or steel shot, are forcibly propelled by high pressure against a surface to remove loose material and produce a concrete surface roughened to ICRI Surface Profile CSP-7, or higher, as specified in ICRI 301.3R.

1.04 DESCRIPTION OF WORK

- A. The work includes partial demolition, cutting, and modifying of existing facilities, utilities, and/or structures.

- B. The Tacoma Transfer Center is open to the public every day. The neighboring on-site facilities may be occupied and/or operational. Satisfactory completion of the work will require that the Contractor plan activities carefully to work around unavoidable obstacles and to maintain overall stability of structures and structural elements. It will further require restoration of existing facilities, utilities, and structures that are to remain in place and that are damaged by demolition or removal operations.

1.05 SUBMITTALS

- A. General:
 - 1. Submit specified in Section 01_33_00 - Submittal Procedures.
- B. Shop drawings: Include:
 - 1. The location of all embedded items shall be documented using diagrams and/or other media that clearly show dimensions and locations of existing structural elements, existing embedded items and any new embedded items and their relationship to each other.
- C. Submittals for information only:
 - 1. Permits and notices authorizing demolition.
 - 2. Certificates of severance of utility services.
 - 3. Permit for transport and disposal of debris.
 - 4. Selective Demolition Plan.
- D. Quality assurance submittals:
 - 1. Qualifications of non-destructive testing agency/agencies.
- E. Project record documents.
- F. Drawings and/or other media documenting locations of service lines and capped utilities discovered during demolition.

1.06 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Assign relocation, removal, cutting, coring and patching to trades and workers qualified to perform the Work in manner that causes the least damage and that provides means of returning surfaces to an appearance at least equal to that of the surrounding areas unaffected by the Work.
 - 2. Non-destructive testing agencies: Minimum of 5 years' experience performing non-destructive testing for location of steel reinforcement in existing concrete under conditions similar to that required for this Work.

1.07 SEQUENCING

- A. Perform Work in sequences and within times specified in Section 01_14_00 - Work Restrictions.

- B. If the facility or utility to be modified cannot be removed from service, perform the Work while the facility is in operation using procedures and equipment that do not jeopardize operation or materially reduce the efficiency of that facility.
- C. Coordinate the Work with operation of the facility:
 - 1. Do not begin alterations of designated portions of the Work until specific permission for activities in each area has been granted by Owner in writing.
- D. Complete Work as quickly and with as little delay as possible. Operational functions of the facility that are required to be performed to facilitate the Work will be performed by facility personnel only.
- E. Owner will cooperate in every way practicable to assist in expediting the Work.
- F. When necessary for the proper operation or maintenance of portions of the facility, reschedule operations so the Work will not conflict with required operations or maintenance.

1.08 REGULATORY REQUIREMENTS

- A. Dispose of debris in accordance with governing regulatory agencies.
- B. Comply with applicable air pollution control regulations.
- C. Obtain permits for building demolition, transportation of material and dust control.
- D. Comply with safe handling and disposal requirements as specified in Section 01_32_90 – Health and Safety Plan.

1.09 PREPARATION

- A. Non-destructive evaluation of existing concrete and masonry:
 - 1. Prior to cutting, drilling, coring, and/or any other procedure that penetrates existing concrete or masonry, retain and pay for the services of a qualified non-destructive testing agency to perform investigations to determine the location of existing steel reinforcement, plumbing, conduit, and/or other embedments in the concrete.
 - 2. Submit documentation of the investigations to the Owner for review and approval as specified in Section 01_33_00 - Submittal Procedures before any work involving penetration of existing concrete is initiated.

1.10 PROJECT CONDITIONS

- A. Do not interfere with use of adjacent structures and elements of the facility not subject to the Work described in this Section. Maintain free and safe passage to and from such facilities.
- B. Provide, erect, and maintain barricades, lighting, guardrails, and protective devices as required to protect building occupants, general public, workers, and adjoining property:
 - 1. Do not close or obstruct on-site roadways without prior permission.
 - 2. Conduct operations with minimum interference to public or private roadways.

- C. Prevent movement, settlement, or collapse of structures:
 - 1. Notify Owner prior to any work that will require bracing, shoring, or other protective measures to prevent movement.
 - 2. Provide and place bracing or shoring.
 - 3. Install new bracing on Grid lines 1, 2 and 3 prior to demolishing the steel framing. Protect new bracing from damage during subsequent demolition.
 - 4. Cease operations and notify Owner immediately when safety of structures appears to be endangered. Take precautions to properly support structure. Do not resume operations until safety is restored.
 - 5. Assume liability for movement, settlement, or collapse. Promptly repair damage.
- D. Arrange and pay for capping and plugging utility services. Disconnect and stub off:
 - 1. Notify affected utility company in advance and obtain approval before starting demolition.
 - 2. Place markers to indicate location of disconnected services.
- E. Unknown conditions:
 - 1. The drawings may not represent all conditions at the site and adjoining areas. Compare actual conditions with drawings before commencement of Work.
 - 2. Existing utilities and drainage systems below grade are located from existing documents and from surface facilities such as manholes, valve boxes, area drains, and other surface fixtures.
 - 3. If existing active services encountered are not indicated or otherwise made known to the Contractor and interfere with the permanent facilities under construction, notify the Owner in writing, requesting instructions on their disposition. Take immediate action to ensure that the service provided is not interrupted, and do not proceed with the Work until written instructions are received from the Owner.

PART 2 PRODUCTS

2.01 SALVAGE MATERIALS

- A. Owner retains the right to salvage any materials or equipment identified for demolition or removal in the Contract Drawings. The Contractor shall notify the Owner seven days prior to any salvage or demolition work to determine the disposition of items to be removed. The Owner will mark items to be salvaged.
- B. Such items shall be properly disconnected, removed from their foundations, cleaned, and delivered to the location specified.
- C. Salvage materials: Materials removed from existing facility and relinquished to the Owner.
- D. Handling and storage:
 - 1. Prevent damage to salvaged materials during removal, handling, and transportation of salvaged materials.

2. Care of salvage items:
 - a. Salvage items designated for the Owner's salvage as a unit.
 - b. Clean, list, tag for storage.
 - c. Salvage each item with auxiliary or associated equipment required for operation.
- E. Disposal:
 1. Disposal of materials and equipment shall not occur until the Owner has designated salvage items on the list.
 2. Upon completion of review and acceptance, promptly remove items for disposal from site.
 3. Do not store or sell Contractor salvaged items or materials on site.
- F. Pay costs associated with salvaging materials, including handling, transporting, storage, and replacement if damaged by Contractor.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Prior to beginning selective demolition operations, perform a thorough inspection of the facility and site, and report to the Owner defects and structural damage to or deterioration of existing construction to remain.
- B. Examine areas affected by the Work and verify the following conditions prior to commencing demolition:
 1. Disconnection of utilities.
 2. That utilities serving occupied or active portions of surrounding facilities will not be disturbed, except as otherwise indicated.
- C. If unsatisfactory conditions exist, notify the Owner, and do not begin demolition operations until such conditions have been corrected.

3.02 PREPARATION

- A. Selective Demolition Plan:
 1. Prepare and submit a comprehensive selective demolition plan for the Work. Describe, at a minimum, the following elements:
 - a. Proposed sequence, temporary support, and equipment for demolition, removal, and disposal of portions of structure(s).
 - b. Provisions and procedures for salvage and delivery to Owner of salvaged items.
 2. Submit plan a minimum two (2) weeks before demolition is scheduled to begin.
- B. Protection:
 1. Provide and maintain protective devices to prevent injury from falling objects.
 2. Locate guardrails to protect workers. Post clearly visible warning signs.
 3. Cause as little inconvenience to adjacent building areas as possible.
 4. Protect benchmarks and existing construction to remain from damage or displacement.

5. Carefully remove designated materials and equipment to be salvaged by Owner or reinstalled.
 6. Store and protect materials and equipment to be reinstalled.
- C. Layout:
1. The limits of selective demolition are indicated on the Drawings. Confine demolition operations within the limits indicated on the Drawings.
 2. Lay out demolition and removal work at the site and coordinate with related Work for which demolition and removal is required. Clearly mark the extent of structural elements to be removed on the actual surfaces that will be removed.
 3. Arrange for Owner's inspection of the lay out extents.
 4. Do not begin demolition/removal operations until the lay out markings have been reviewed by the Owner.

3.03 DEMOLITION

- A. General:
1. Perform demolition work in accordance with ANSI A10.6.
 2. Demolish designated portions of structures and appurtenances in orderly and careful manner in accordance with the Selective Demolition Plan.
 3. Conduct demolition and removal work in a manner that will minimize dust and flying particles:
 - a. Use water or dust palliative when necessary to prevent airborne dust.
 - b. Provide and maintain hoses and connections to water main or hydrant.
 - c. Collect and properly dispose of all water used to control dust.
 - d. Protect facility and equipment from exposure to dust control water.
 4. Demolish concrete and masonry in small sections. Perform demolition with small tools as much as possible. Blasting with explosive charges is not permitted.
 5. Sawcut concrete to establish the edges of demolition, wherever possible:
 - a. Do not use a concrete breaker within 6 inches of reinforcing or structural metals that are designated to remain.
 - b. At edges that are not sawcut, remove the final 6 inches of material with a chipping hammer as defined herein. At surfaces where material is removed with a chipping hammer, follow with a heavy abrasive blast to remove all loose material and microcracking.
 - c. Alternate techniques to remove concrete may be used if acceptable to the Owner; however, techniques other than those deemed by ICRI Guideline No. 310.2R to provide a low risk of introducing microcracking will require a subsequent procedure to remove loose material.
 - d. Provide final surface preparation for repairs in accordance with manufacturer's instructions.
 - e. Comply with the current City of Tacoma Surface Water Management Manual BMP C152.
 6. At locations indicated on the Drawings that the existing reinforcing is to be preserved, remove concrete using methods that do not damage the reinforcing. Use one of the following techniques:
 - a. Hydrodemolition techniques as outlined in ICRI Guideline No. 310.3R.
 - b. Chipping hammer, as defined herein, followed by heavy abrasive blast to remove all loose material and microcracking at remaining surfaces impacted by the chipping hammer.

- c. Provide a small completed area for Owner's review and acceptance. If the proposed method, in the opinion of the Owner, damages the reinforcing, revise the removal method to remove the concrete with a less aggressive technique to protect the reinforcing.
 - 7. Remove materials carefully, to the extent indicated and as required:
 - a. Provide neat and orderly junctions between existing and new materials.
 - b. Use methods that terminate surfaces in straight lines at natural points of division.
 - 8. Do not remove anything beyond the limits of Work indicated without prior written authorization of the Owner. If in doubt about whether to remove an item, obtain written authorization of the Owner prior to proceeding.
 - 9. Perform work so as to provide the least interference and most protection to existing facilities to remain.
 - 10. Load demolished materials into provided containers.
 - 11. Do not burn materials on site.
- B. Structural Demolition:
- 1. Support or brace all structural members or other materials prior to unbolting, cutting, or disconnecting the member for the existing structure.
 - 2. Ensure that the removal of a single element will not cause instability or collapse of the remaining structure.
 - 3. Carefully support elevated materials as it transitions from its existing location to the ground, truck, or dumpster. DO NOT allow any material to fall to the ground.
 - 4. Store removed material in appropriate containers prior to removing from the site.
 - 5. Install new bracing on Grid lines 1, 2 and 3 prior to demolishing the steel framing. Protect new bracing from damage during subsequent demolition.
- C. Cutting openings in existing concrete or masonry:
- 1. Do not allow saw cuts to extend beyond limits of openings.
 - 2. Create openings by the following method or other means acceptable to the Owner that prevents over-cutting of member at corners:
 - a. Core-drill through slab or wall at corners, being careful not to damage materials beyond the area to be removed.
 - b. Saw cut completely through the member, between the core holes at the corners.
 - c. As an alternate to sawcutting through the member, score the edges of the opening with a saw to a 1-inch depth on both surfaces (when accessible):
 - 1) Remove concrete or masonry to within 6 inches of material to remain with a concrete breaker.
 - 2) Remove the remaining material with a chipping hammer.
 - d. Remove the remaining material at the corners left by the core-drilling with a chipping hammer.
 - 3. Prevent debris from falling into adjacent tanks or channels in service or from damaging existing equipment and other facilities.
 - 4. Comply with City of Tacoma Surface Water Management Manual BMP C152.

- D. Immediately upon discovery, remove and dispose of contaminated, vermin-infested, or dangerous materials using best practices that will not endanger health of workers and public. Notify Owner upon discovery.
- E. Remove demolished materials, tools, and equipment upon completion of demolition.

3.04 DISPOSAL

- A. General:
 - 1. City of Tacoma Solid Waste Management will provide containers for all project waste. This includes solid waste, garbage, metal waste, and recycling. The Contractor shall load all material into the provided containers. City of Tacoma staff will empty the containers upon request.
 - 2. 15, 20, 25, 30, and 40 cubic yard containers are available.
 - 3. No fees will be charged by the City of Tacoma Solid Waste Management to the Contractor for the solid waste, metal, and recycling disposal.
 - 4. The Contractor shall not scrap any of the metal or recoup any cost for the value of the scrap metal.
 - 5. Materials shall be placed completely within the confines of the provided containers. Nothing is permitted to protrude past the top of the containers.
 - 6. Separate roof paneling from purlins, purlins from beams, and beams from columns prior to placing material in containers.

3.05 RESTORATION

- A. General:
 - 1. Repair damage caused by demolition to a conditions equal to those that existing prior to beginning of demolition:
 - a. Patch and replace portions of existing finished surfaces that are damaged, lifted, and discolored with matching material. Refinish patched portion surfaces in a manner which produces uniform color and texture to entire surface.
 - b. When existing finish cannot be matched, refinish entire surface to nearest change of plane where angle of change exceeds 45 degrees.
 - 2. The cost of repairs shall be at the Contractor's expense at no increase in the Contract Price.
 - 3. When new construction abuts or finishes flush with existing construction, make smooth transitions. Match finish of existing construction.
 - 4. Where removal of partitions results in adjacent spaces becoming one, rework floors, walls, and ceilings to provide smooth planes without breaks, steps, or bulkheads.
 - 5. Where changes of plane exceed 2 inches, request instructions for making transition.
 - 6. Match patched construction with adjacent construction in texture and appearance so that patch or transition is invisible at 5-foot distance.
 - 7. When finished surfaces are cut so that smooth transition is impossible, terminate existing surface in neat manner along straight line at natural line of division and provide appropriate trim.
- B. Restore existing concrete reinforcement as follows:

1. Where existing reinforcement is to be incorporated into the new Work, protect, clean, and extend into new concrete.
 2. Where existing reinforcement is not to be retained, cut off as follows:
 - a. Where new concrete joins existing concrete at the removal line, cut reinforcement flush with concrete surface at the removal line.
 - b. Where concrete surface at the removal line will become the finished surface, cut reinforcement 2 inches below the surface, paint ends with epoxy, and patch holes with dry pack mortar.
- C. Restore areas affected by removal of existing equipment, equipment pads and bases, piping, supports, electrical panels, electric devices, and conduits such that little or no evidence of the previous installation remains:
1. Fill areas in existing floors, walls, and ceilings from removed piping, conduit, and fasteners with non-shrink grout and finish smooth.
 2. Remove concrete bases for equipment and supports by:
 - a. Saw cutting clean, straight lines with a depth equal to the concrete cover over reinforcement minus 1/2 inch below finished surface:
 - 1) Do not cut existing reinforcement on floors.
 - b. Chip concrete within scored lines and cut exposed reinforcing steel and anchor bolts.
 - c. Patch with non-shrink grout in accordance with Section 03_60_00 to match adjacent grade and finish.
 3. Terminate abandoned piping and conduits with blind flanges, caps, or plugs.

3.06 FIELD QUALITY CONTROL

- A. Do not proceed with demolition without Owner's inspection of lay out.
- B. Do not deviate from the submitted demolition plan without notifying the Owner prior to Work.

END OF SECTION

SECTION 01_41_00

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Regulatory authorities and codes.
- B. The Contractor shall be responsible for identifying and complying with all applicable federal, state and local laws, statutes and regulations required to complete the Work. The references listed below are provided for the convenience of the Contractor and may not be comprehensive.
- C. In case of conflict between the requirements of the specifications and requirements of the statutes and regulations, the Contractor shall bring them to the attention of the Owner. Lacking a specific response, the more stringent shall control. In no case can this Contract be interpreted to override statutes and regulations of governing authorities.

1.02 AUTHORITIES HAVING JURISDICTION

- A. Building Department: City of Tacoma Planning and Development Services.
- B. Fire Department: City of Tacoma.
- C. Stormwater: City of Tacoma.
- D. Electrical Department: City of Tacoma Public Utilities.
- E. Potable Water Department: City of Tacoma Public Utilities.
- F. Wastewater: City of Tacoma Environmental Services.

1.03 APPLICABLE CODES

- A. International Code Council (ICC):
 - 1. Building code:
 - a. International Building Code (IBC), 2015:
 - 1) Washington State Amendments to the 2015 IBC (Chapter 51-50 WAC).
 - 2) Tacoma Municipal Code, Title 2.02.
 - b. International Existing Building Code (IEBC), 2015:
 - 1) Washington State Amendments to the 2015 IBC (Chapter 51-50 WAC).
 - 2) Tacoma Municipal Code, Title 2.02.

2. Electrical code:
 - a. National Fire Protection Association (NFPA), NFPA 70: National Electrical Code (NEC), 2017:
 - 1) Washington Administrative Code Chapter 296-46B.
 - 2) Tacoma Municipal Code, Title 12.06A.
3. Energy code:
 - a. International Energy Conservation Code (IECC), 2015:
 - 1) Washington State Amendments to the 2015 IECC (Chapter 51-11C WAC).
 - 2) Washington State Energy Code, Commercial Provisions.
 - 3) Tacoma Municipal Code, Title 2.10.
4. Fire code:
 - a. International Fire Code (IFC), 2015:
 - 1) Washington State Amendments to the 2015 IMC (Chapter 51-54A WAC).
 - 2) Tacoma Municipal Code, Title 3.02.
5. Fuel gas code:
 - a. International Fuel Gas Code (IFGC) – 2015.
6. Mechanical code:
 - a. International Mechanical Code (IMC), 2015:
 - 1) Washington State Amendments to the 2015 IMC (Chapter 51-52 WAC).
 - 2) Tacoma Municipal Code, Title 2.07.
7. Plumbing code:
 - a. Uniform Plumbing Code (UPC), 2015:
 - 1) Washington State Amendments to the 2015 UPC (Chapter 51-56 WAC).
 - 2) Tacoma Municipal Code, Title 2.06.

B. Washington State Department of Labor and Industries.

C. Tacoma Municipal Code.

D. Tacoma Public Utilities.

E. Tacoma Pierce County Health Department.

F. Puget Sound Clean Air Agency.

1.04 OWNER-ACQUIRED PERMITS AND EASEMENTS

- A. The Contractor shall examine all permit conditions and be responsible for complying with all conditions set forth. Failure of the Contractor to review the permit conditions will not relieve the Contractor from compliance with the requirements stated herein.
- B. National Pollutant Discharge Elimination System (NPDES)
 1. Municipal Stormwater Permit.
 2. Industrial Stormwater General Permit.
- C. Tacoma-Pierce County Health Department Solid Waste Permit

- D. The Owner has applied for the Building Permit listed below. It is ready to be issued to the Contractor. The Contractor shall work with the City of Tacoma Planning and Development Services Department to receive and maintain compliance with the permit. The Contractor will schedule inspections as required by the permit. The approved plans issued with the Building Permit will be incorporated into the Work and supersede any discrepancies with the Bid Documents at no additional cost.
 - 1. Building Permit: South Public Receiving Building Alteration permit is in the process of being acquired.

1.05 CONTRACTOR-ACQUIRED PERMITS

- A. In accordance with Documents 00720 and 00730, Section 5.02.
- B. Disposal or hauling permits for disposal of waste materials.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01_41_50

ENVIRONMENTAL AND SUSTAINABILITY MANAGEMENT SYSTEM (ESMS)

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Requirements and procedures for complying with the Owner's Environmental and Sustainability Management System (ESMS).

1.02 REFERENCES

- A. Comply with requirements of Environmental Sustainability Management System Sections 8.1-2 "Contractor Management Environmental Manual" and the "Contractor and Vendor Environmental and Sustainability Management System Information Sheet".

1.03 DEFINITIONS

- A. Environmental Sustainability Management System (ESMS) documents practices and procedures required by the Environmental Services Department to satisfy the requirement of ISO 14001 certification.

1.04 SUBMITTALS

- A. Contractor/Vendor Acknowledgment and Agreement.
- B. ESMS Contractor Environmental Review Form.
- C. Training records for Contractor personnel, subcontractors and suppliers.
- D. Qualifications.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 THE CONTRACTOR IS RESPONSIBLE FOR PROPER COMPLETION AND SUBMISSION OF THE FOLLOWING, INCLUDING, BUT NOT LIMITED TO:

- A. Proper training of all employees, subcontractors, and vendors in accordance with training requirements, as per ESMS documents and procedures.

- B. Proper verification and completion of all forms listed under submittals in this specification. Forms are required to be uploaded into e-Builder as submittals.
- C. Notification to the responsible ESMS on-site representative of planned activities and submission/approval of any required on-site ESMS forms as may be required.

END OF SECTION



Contractor and Vendor Environmental and Sustainability Management System Information Sheet

Welcome. The City of Tacoma Solid Waste Management Division (SWM) operates under an ISO 14001 Environmental and Sustainability Management System (ESMS). An ESMS is a process with procedures that will allow the SWM to operate legally, safely, and efficiently while reducing the environmental impacts of our activities. All contractors and vendors are required to comply with the ESMS and Environmental Policy published on the other side of this document. As part of the ESMS the SWM has identified the following three Significant Environmental Aspects:

- **Air Emissions:** Reduce air emissions from collection trucks
- **Potential Spills:** Reduce the number of spills
- **Fire Potential:** Reduce frequency of trailer fires and firefighter discharges to storm
- **Resource Consumption:** Reduce contamination in residential recycling stream

Contractors and vendors must ensure that their activities do not negatively affect the Significant Environmental Aspects.

All contractors and vendors are required to adhere to the following safety rules and requirements:

GENERAL SAFETY RULES

- **Restricted Access:** Contractors and vendors shall stay within the designated areas.
- **Smoking:** Smoking is prohibited in the building and within 25 feet of windows and doors
- **Eye and Hearing Protection:** Eye and Hearing protection is required in designated areas. Designated hearing protection areas are marked with appropriate signs.
- **Accidents, near misses, and first aid:** Contractors, truck drivers and visitors are required to report all accidents, near misses, and first aid incidents to a City employee.
- **Drugs and Alcohol:** Alcoholic beverages and illicit drugs are prohibited on City property.
- **Guns:** Contractors are prohibited from carrying guns on City property.
- **Emergency Procedures:** Follow directions announced over Public Address system or from SWM employees. To report a fire or emergency, contact any SWM employee.
- **Vehicle Safety:** Be aware and cautious of vehicle and pedestrian traffic.

CONTRACTOR REQUIREMENTS

Contractors are expected to understand and comply with all federal, state and local safety regulations and work practices applicable to the activities they perform. These include, but are not limited to:

- Storage, handling and use of flammable liquids and hazardous materials and hazardous wastes
- Periodic safety inspections and housekeeping.
- Use of fall protection while working at heights.
- Following electrical safety practices and lock out /tag out procedures.
- Proper use of Personal Protective Equipment.
- Proper maintenance and use of ladders and other equipment.
- Contractors are responsible for removing and the proper disposal of any hazardous materials or hazardous wastes utilized or generated while on-site at the SWM.
- Contractors may not dispose of any chemical or waste on-site.
- Contractors must notify the Project Manager immediately of any spills or leaks.
- Requirements outlined in the signed contract or agreement to perform the contracted work.

Agreements acknowledging you have read and understood this information must be signed prior to starting work. It is the responsibility of the contracting company to ensure anyone working for or on their behalf adhere to these requirements.



City of Tacoma
Environmental Services

ESMS Policy – 5.2-2 Environmental Policy

The City of Tacoma, Environmental Services Department believes that everything we do supports healthy neighborhoods and a thriving Puget Sound, leaving a better Tacoma for all.

As such, the Environmental Policy serves as written communication of the department's intent to implement sustainable, innovative solutions that measure and improve our environmental performance through a formal Environmental and Sustainability Management System (ESMS).

Through this policy the City of Tacoma, Environmental Services Department commits to:

- Environmental protection and sustainability in the planning stages of new programs, construction, and in all work conducted;
- Compliance with all applicable local, state, and federal regulations and policies verified and supported by regularly-scheduled internal reviews;
- Minimization of significant environmental impacts identified in the ESMS by establishing environmental and sustainability objectives, targets, and programs;
- Evaluation of the effectiveness of the environmental performance to ensure that established objectives, targets, and programs are met;
- Provide necessary education and tools to all staff and those working on their behalf in order to successfully carry out this policy in their daily responsibilities and work functions; and
- Strive for continuous improvements in sustainability through life cycle thinking, environmental consciousness, and pollution prevention.

The City of Tacoma, Environmental Services Department's Environmental Policy will be communicated to all staff and those working on their behalf, including all contractors and vendors, and will be made available to the public via the City of Tacoma, Environmental Service Department's website. In order to fulfill the commitments made in this policy, all staff and those working on their behalf are responsible for incorporating this policy into their plans and work.



Michael P. Slevin III, P.E.
Environmental Services Director

19 JUN 18

Date

Contractor/Vendor Acknowledgement and Agreement

Company Name: _____

The undersigned hereby acknowledges receiving the contractor/vendor informational materials for the City of Tacoma, Solid Waste Management Division, Environment and Sustainability Management System (ESMS). We further acknowledge having the responsibility to provide the training to all personnel who will be working on the property. We further agree to abide by all environmental regulations and policies whenever on the property. Sign-in sheets will be maintained as evidence that the ESMS training has been conducted and will be made available upon request. The Project Manager, primary City staff contact for the contract, or designee will communicate applicable changes to the ESMS to my company. Retraining of affected individuals will be conducted, as needed.

Contractor/Vendor Training Acknowledgment

Primary Company Contact: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Secondary Company Contact: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Signature

Date

For questions or additional information contact the designated City contact as outlined in the contract.

Return the completed signed copy to the City of Tacoma staff contact.

For City use only:

Project Manager/Project Lead

Date

Retain a copy of the completed agreement with the contract and submit a copy to the Tacoma ESMS team email.



Verification	Originator	Revised	Approved	Issued
Initials	CTP Core Team	Core Team	Mgmt Rep	Sr Mgmt
Date	4/2/14	9/25/2019	6/5/2019	1/12/15

ESMS Document – Contractor Management Environmental Manual

The following information is required by the Insert Name of Project Manager/Assigned Staff prior to contracted activity or service.

Check yes or no to identify which of the following will be included in the contracted activity or service.

Combustion Sources:

- Air heating and supply..... ☐ Yes ☐ No
- Mobile transportation..... ☐ Yes ☐ No
(i.e. forklift or carts)
- Construction activities ☐ Yes ☐ No
- Excavation or grading ☐ Yes ☐ No
- Drilling or blasting ☐ Yes ☐ No
- Rock crushing ☐ Yes ☐ No
- Demolition ☐ Yes ☐ No
- Welding or soldering ☐ Yes ☐ No
- Painting..... ☐ Yes ☐ No
- Asphalt paving ☐ Yes ☐ No
- Use or storage of chemicals or fuels ☐ Yes ☐ No
- Transfer of bulk materials..... ☐ Yes ☐ No
- Disposal of chemical wastes ☐ Yes ☐ No

If yes, please describe waste streams:

Building Maintenance Activities:

- Architectural paint removal..... ☐ Yes ☐ No
- Architectural painting..... ☐ Yes ☐ No
- Hydroblasting ☐ Yes ☐ No
- Sandblasting ☐ Yes ☐ No
- Surface preparation/treatments ☐ Yes ☐ No
(i.e. floors and roof repair)
- Purging or repair of distribution lines ☐ Yes ☐ No
(i.e. those for fuel, oil or solvents)
- Use of chemicals, solvents, corrosives, acids, oils, etc.. ☐ Yes ☐ No

Use of herbicides, pesticides, or insecticides ☐ Yes ☐ No

Business or Work Related Activities:

Use or receipt of chemical materials..... ☐ Yes ☐ No
(other than janitorial or cleaning materials)

Generation and disposal of chemical wastes..... ☐ Yes ☐ No

Generation of sealers, adhesives, coatings, or paints.... ☐ Yes ☐ No

Welding, soldering, brazing or similar activities ☐ Yes ☐ No

Use of caustics or acids ☐ Yes ☐ No

Use of combustion gases ☐ Yes ☐ No

If yes, please list the fuels used:

Laboratory installation ☐ Yes ☐ No

Medical waste ☐ Yes ☐ No

Discharge to storm drains ☐ Yes ☐ No

To be completed by the City of Tacoma, Project Manager or assigned staff prior to the contracted work or service.

A review of the above activities determined:

☐ No further action is required

☐ Contractor/supplier must refer to the project specification book/contract for the assigned operational controls

Signature:

Name, Title

Date

Refer to [8.1-2 Operational Control Contractor Management Procedure](#) and [8.1-3 Operational Control Vendor Procedure](#) for information regarding the use, routing and approval of this form.

Revision History

Change	Date of	Revised By	Summary of Changes
001	9/25/2019	Core Team	Updated links to new SWM EDS site

SECTION 01_45_24.15

SPECIAL INSPECTIONS, SPECIAL CERTIFICATION, AND STRUCTURAL OBSERVATION

1.01 SUMMARY

- A. Section includes: This Section describes the project requirements for providing special inspections, special certification, and structural observation.

1.02 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. 318 - Building Code Requirements for Structural Concrete.
- B. American Institute of Steel Construction (AISC):
 - 1. 360 - Specification for Structural Steel Buildings.
- C. American Society of Civil Engineers (ASCE):
 - 1. 7 - Minimum Design Loads for Buildings and Other Structures.
- D. American Welding Society (AWS):
 - 1. D1.3 - Structural Welding Code - Sheet Steel.
 - 2. D1.4 - Structural Welding Code - Reinforcing Steel.
- E. ASTM International (ASTM):
 - 1. A706 - Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement.
 - 2. C31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 - 3. C172 - Standard Practice for Sampling Freshly Mixed Concrete.
 - 4. C1611 - Standard Test Method for Slump Flow of Self-Consolidating Concrete.
- F. International Building Code (IBC) 2015 with Washington State Amendments, Chapter 51-50.

1.03 DEFINITIONS

- A. Special Inspection: Inspection of the materials, installation, fabrication, erection, or placement of components and connections requiring special expertise to ensure compliance with approved construction documents and referenced standards.
- B. Special Inspection, Continuous: The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed.
- C. Special Inspection, Periodic: The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed and at the completion of the work.
- D. Structural Observation: The visual observation of the structural system by a registered design professional for general conformance to the approved

construction documents at significant construction stages and at completion of the structural system.

1.04 DESCRIPTION

- A. This Section describes special inspections, special certification, and structural observation of structural assemblies and components to be performed in compliance with the regulatory building code specified in Section 01_41_00 - Regulatory Requirements.
- B. The special certification and special inspections specified herein are in addition to the requirements specified in Section 01_45_00 - Quality Control and by the individual Sections.

1.05 SUBMITTALS

- A. Special inspection reports and test results will be submitted by others, but shall be scheduled and coordinated by the Contractor.

1.06 SPECIAL INSPECTION

- A. Owner will employ one (1) or more special inspectors who will provide special inspections during construction.
- B. Special inspectors shall be qualified for inspection of the particular type of materials or operations requiring special inspection.
- C. Testing laboratory: Special tests required to satisfy the requirements of special inspection will be performed by the Owner's testing laboratory as specified in Section 01_45_00 - Quality Control.
- D. Duties of Special Inspector:
 - 1. General: Required duties of the special inspector(s) shall be as described in Chapter 17 of the building code, specified in Section 01_41_00 - Regulatory Requirements, and this Section.
 - 2. Reporting: Special inspector(s) shall provide reports of each inspection to the Owner:
 - a. Reports shall, at a minimum, indicate the following items:
 - 1) Date and time of inspection, and name(s) of individual(s) performing the inspection.
 - 2) Structures and areas of the structure where work or testing was observed.
 - 3) Discrepancies between the requirements of the Contract Documents and the work or testing observed.
 - 4) Other areas of deficiency in the Work.
- E. Special inspections shall not be construed as fulfilling the requirements for structural observation.
- F. Selection of material to be tested as part of the process of fulfilling special inspection requirements shall be by the Owner or by the special inspector, but shall not be by the Contractor.

1.07 STRUCTURAL OBSERVATION

- A. Owner will employ one (1) or more registered design professionals who will provide structural observation during construction:
 - 1. Registered design professional shall be a civil or structural engineer currently licensed as such in the state of Washington and regularly engaged in the structural design of structures equivalent or similar to those indicated on the Drawings.
- B. Structural observations shall not be construed as fulfilling the requirements for special inspections.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 SPECIAL INSPECTIONS

- A. The following types of work require special inspection as described in Section 1705 of the regulatory building code as specified in Section 01_41_00 - Regulatory Requirements and shall be provided by the Owner wherever such work occurs, unless otherwise specified. Refer to the following schedules:
 - 1. Appendix A: Concrete Special Inspection Schedule.
 - 2. Appendix B: Structural Steel Welding Special Inspection Schedule.
 - 3. Appendix C: Structural Steel Bolting Special Inspection Schedule.

3.02 STRUCTURAL OBSERVATION

- A. The following work requires structural observation in accordance with Section 1704.5 of the regulatory building code:
 - 1. Steel members

3.03 SCHEDULE

- A. Contractor shall allow time necessary for Special Inspections as listed above.
- B. Sufficient notice shall be given so that the Special Inspections can be performed. This includes time for off-site Special Inspectors to plan the inspection and travel to the site.

3.04 PROCEDURE

- A. The Special Inspector shall complete the following forms and submit to the City prior to the start of any work:
 - 1. Appendix H: City of Tacoma Special Inspection Form.

- B. The Special Inspector will immediately notify the Owner of any corrections required and follow notification with appropriate documentation.
- C. Contractor shall not proceed until the work is satisfactory to the Owner.

END OF SECTION

APPENDIX A

CONCRETE SPECIAL INSPECTION SCHEDULE

Verification and Inspection	Reference Standard ACI 318-14 AWS D1.4-11 IBC 2015	Frequency of Inspection ⁽¹⁾ (During Task Listed)	
		Continuous	Periodic
1. Inspect reinforcement and verify placement.	ACI 318 Ch 20, 25.2, 25.3, 26.6.1-26.6.3		●
2. Reinforcing bar welding:			
<ul style="list-style-type: none"> Verify weldability of reinforcing bars (other than ASTM A706). 	AWS D1.4, ACI 318 26.6.4		●
<ul style="list-style-type: none"> Single pass fillet welds (to 5/16 inch). 	AWS D1.4, ACI 318 26.6.4		●
<ul style="list-style-type: none"> All other welds. 	AWS D1.4, ACI 318 26.6.4	●	
3. Inspect anchors and embedments cast into concrete.	ACI 318 17.8.2		●
4. Inspect anchors post-installed in hardened concrete members in accordance with the manufacturer's current ICC research report.			
<ul style="list-style-type: none"> Adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads. 	ACI 318 17.8.2.4	●	
<ul style="list-style-type: none"> Mechanical anchors, and adhesive anchors not defined in 4a. 	ACI 318 17.8.2		●
5. Verify use of required design mix.	ACI 318 Ch 19, 26.4.3, 26.4.4		●
6. Prior to concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	ASTM C172, ASTM C31, ACI 318 26.4, 26.12	●	
7. Inspect concrete for proper application techniques.	ACI 318 26.5	●	
8. Verify maintenance of specified curing temperature and techniques.	ACI 318 26.5.3-26.5.5		●

Verification and Inspection	Reference Standard ACI 318-14 AWS D1.4-11 IBC 2015	Frequency of Inspection ⁽¹⁾ (During Task Listed)	
		Continuous	Periodic
9. Verify in-situ concrete strength prior to removal of shores and forms from beams and suspended structural slabs.	ACI 318 26.11.2		●
10. Inspect formwork for shape, location, and dimensions of the concrete member being formed.	ACI 318 26.11.1.2(b)		●
Notes: (1) The "●" represents a required inspection activity for the project where it occurs.			

APPENDIX B

STRUCTURAL STEEL WELDING SPECIAL INSPECTION SCHEDULE

Verification and Inspection	Referenced Standard	Frequency of Inspection ⁽¹⁾ (During Task Listed)	
		Continuous	Periodic
Inspection Tasks Prior to Welding	ASIC 360-10		
	AISC 360, Table N5.4-1		
1. Welding procedure specifications (WPSs) available.		●	
2. Manufacturer certifications for welding consumables available.		●	
3. Material identification system (type/grade).			●
4. Welder identification system.			●
5. Fit-up groove welds (including joint geometry) <ul style="list-style-type: none"> Joint preparation. Dimensions (alignment, root opening, root face, bevel). Cleanliness (condition of steel surface). Tacking (tack weld quality and location). Backing type and fit (if applicable). 			●
6. Configuration and finish of access holes.			●
7. Fit-up of fillet welds <ul style="list-style-type: none"> Dimensions (alignment, gaps at root) Cleanliness (condition of steel surfaces). Tacking (tack weld quality and location). 			●
8. Check welding equipment			●
Inspection Tasks During Welding	AISC 360, Table N5.4-2		
9. Use of qualified welders.			●
10. Control and handling of welding consumables: <ul style="list-style-type: none"> Packaging. Exposure Control. 			●
11. No welding over cracked tack welds.			●
12. Environmental conditions: <ul style="list-style-type: none"> Wind speed within limits. Precipitation and temperature. 			●

Verification and Inspection	Referenced Standard ASIC 360-10	Frequency of Inspection ⁽¹⁾ (During Task Listed)	
		Continuous	Periodic
13. WPS followed: <ul style="list-style-type: none"> Settings on welding equipment Travel speed. Selected welding materials. Shielding gas type/flow rate. Preheat applied. Interpass temperature maintained (min/max). Proper position (F, V, H, OH). 			●
14. Welding techniques: <ul style="list-style-type: none"> Interpass and final cleaning. Each pass within profile limitations. Each pass meets quality requirements. 			●
Inspection Tasks After Welding	AISC 360, Table N5.4-3		
15. Welds cleaned.			●
16. Size, length, and location of welds.		●	
17. Welds meet visual acceptance criteria: <ul style="list-style-type: none"> Crack prohibition. Weld/base-metal fusion. Crater cross section. Weld profiles. Weld size. Undercut. Porosity. 		●	
18. Arc strikes.		●	
19. k-area.		●	
20. Backing removed and weld tabs removed (if required).		●	
21. Repair activities.		●	
22. Document acceptance or rejection of welded joint or member.		●	
Notes: (1) The “●” represents a required inspection activity for the project where it occurs.			

APPENDIX C

STRUCTURAL STEEL BOLTING SPECIAL INSPECTION SCHEDULE

Verification and Inspection	Referenced Standard	Frequency of Inspection ⁽¹⁾ (During Task Listed)	
		Continuous	Periodic
Inspection Tasks Prior to Bolting	ASIC 360-10 AISC 360, Table N5.6-1		
1. Manufacturer's certifications available for fastener materials.		●	
2. Fasteners marked in accordance with ASTM requirements.			●
3. Proper fasteners selected for the joint detail (grade, type, bolt length if threads are to be excluded from shear plane).			●
4. Proper bolting procedure selected for joint detail.			●
5. Connecting elements, including the appropriate faying surface condition and hole preparation, if specified, meet applicable requirements.			●
6. Pre-installation verification testing by installation personnel observed and documented for fastener assemblies and methods used.			●
7. Proper storage provided for bolts, nuts, washers and other fastener components.			●
Inspection Tasks During Bolting	AISC 360, Table N5.6-2		
8. Fastener assemblies, of suitable condition, placed in all holes and washers (if required) are positioned as required.			●
9. Joint brought to the snug-tight condition prior to the pre-tensioning operation.			●
10. Fastener component not turned by the wrench prevented from rotating.			●
11. Fasteners are pretensioned in accordance with the RCSC Specification, progressing systematically from the most rigid point toward the free edges.			●
Inspection Tasks After Bolting	AISC 360, Table N5.6-3		
12. Document acceptance or rejection of bolted connections.		●	

Verification and Inspection	Referenced Standard	Frequency of Inspection ⁽¹⁾ (During Task Listed)	
		Continuous	Periodic
Notes: (1) The "●" represents a required inspection activity for the project where it occurs.			

September 2021

ES21-0030N

01_45_24.15-11

Special Inspections, Special Tests,
And Structural Observations
SWM South PRB Demolition and Improvements



CITY OF TACOMA
Planning & Development Services

Special Inspection Schedule
Chapter 17

PROJECT: SWM SOUTH PRB DEMO PERMIT: _____

ADDRESS: _____ DATE: _____

TESTING AGENCY: _____ PHONE: _____

☒ **Structural Observation Required IBC 1704.6:** Ron Roberts
Structural Observer's Name

A PRE-CONSTRUCTION MEETING IS REQUIRED. The City Building Inspector must be contacted in advance of any work noted below. It is the responsibility of the owner or owner's designee to notify the Special Inspection Agency AND schedule a building inspection in a timely manner. Copies of all inspection reports must be posted on site and summary letters submitted to development service department and the registered Design Professional. Unresolved nonconformances must be brought to the immediate attention of the City Building Inspector. Send summary letters and nonconformance reports to the Planning & Development Services Department

Required Special Inspections
2015 International Building Code; Chapter 17:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Structural Steel Welding | <input type="checkbox"/> Helical Pile Foundations |
| <input checked="" type="checkbox"/> Structural Steel Details | <input type="checkbox"/> Sprayed Fire-Resist. Mtrls |
| <input checked="" type="checkbox"/> High-Strength Bolting | <input type="checkbox"/> Mastic & Intumescent fire-resistive coatings |
| <input checked="" type="checkbox"/> Structural Concrete | <input type="checkbox"/> EIFS |
| <input checked="" type="checkbox"/> Reinf. steel/ prestressing tendons | <input checked="" type="checkbox"/> Smoke Control |
| <input type="checkbox"/> Shotcrete | <input checked="" type="checkbox"/> Cont. SI for Structural Steel |
| <input type="checkbox"/> Structural Masonry | <input type="checkbox"/> Structural Wood |
| <input type="checkbox"/> Wood Constructions | <input type="checkbox"/> Cold-Formed Steel Framing |
| <input type="checkbox"/> High Load Diaphragms | <input type="checkbox"/> Stor. Racks and Access Flrs. |
| <input type="checkbox"/> Driven Deep Foundations | <input type="checkbox"/> Architectural Components |
| <input type="checkbox"/> Cast In Place Deep Foundations | <input type="checkbox"/> Mech. and Elec. Components |
| <input type="checkbox"/> Penetrations Firestops | <input type="checkbox"/> Fire-resistant Joint System |
| <input type="checkbox"/> Metal-Plate-Connected Wood Trusses Spanning 60 feet or Greater: | |
| <input type="checkbox"/> Other inspections as required by the Design Professional or the Building Official: | |

SECTION 01_50_00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Furnishing, maintaining, and removing construction facilities and temporary controls, including temporary utilities, construction aids, barriers and enclosures, security, access roads, temporary controls, project sign, field offices and sheds, and removal after construction.
- B. Related sections:
 - 1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
 - 2. It is the Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of Contractor's Work.

1.02 TEMPORARY UTILITIES

- A. Temporary electrical power:

Power is not available at the site. The Contractor will be responsible for providing and paying for generators or other power source as needed.
- B. Temporary electrical lighting:
 - 1. In work areas, provide and pay for temporary lighting sufficient to maintain lighting levels during working hours not less than lighting levels required by OSHA and state agency which administers OSHA regulations where Project is located.
- C. Temporary heating, cooling, and ventilating:
 - 1. Heat and ventilate work areas to protect the Work from damage by freezing, high temperatures, weather, and to provide safe environment for workers. Contractor to provide and pay for all labor, equipment, and materials required to heat, cool, and ventilate the Work and workers.
- D. Temporary water:
 - 1. The Contractor shall provide and pay for potable water or bottled water for workers and/or the work as needed.
- E. Temporary sanitary facilities:
 - 1. Provide, pay for, and maintain self-contained portable sanitary facilities for the Contractor's and subcontractor's use. Facilities shall be serviced, cleaned and disinfected frequently. The Owner's existing sanitary facilities shall not be available for Contractor's use.
 - 2. Provide and pay for suitable and adequate sanitary facilities that are in compliance with applicable Laws and Regulations.

3. At completion of the Work, remove sanitary facilities and leave site in neat and sanitary condition.
- F. Temporary telephone:
1. Provide and pay for temporary telephone service and high speed internet service for the Contractor's use.
- G. Temporary Fire Protection:
1. Provide, pay for, and maintain fire protection equipment, including extinguishers, fire hoses, and other equipment required by law, insurance carriers, or necessary for proper fire protection during the course of the work.
 2. Use fire protection equipment only for fighting fires.
 3. Locate fire extinguishers in field offices, storage sheds, tool houses, temporary buildings, and throughout the construction site.
- H. First aid:
1. Post first aid facilities and information posters conforming to requirements of OSHA and other applicable Laws and Regulations in readily accessible locations.

1.03 CONSTRUCTION AIDS

- A. Provide railings, kick plates, enclosures, safety devices, and controls required by Laws and Regulations and as required for adequate protection of life and property.
1. Use construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities of ample size and capacity to adequately support and move loads.
- B. Design temporary supports with adequate safety factor to assure adequate load bearing capability:
1. When requested, submit design calculations by professional registered engineer in Washington prior to application of loads.
 2. Submitted design calculations are for information and record purposes only.
- C. Accident prevention:
1. Exercise precautions throughout construction for protection of persons and property.
 2. Observe safety provisions of applicable Laws and Regulations.
 3. Guard machinery and equipment, and eliminate other hazards.
 4. Make reports required by authorities having jurisdiction, and permit safety inspections of the Work.
 5. Before commencing construction work, take necessary action to comply with provisions for safety and accident prevention.
- D. Warning devices and barricades: Adequately identify and guard hazardous areas and conditions by visual warning devices and, where necessary, physical barriers:
1. Devices shall conform to minimum requirements of OSHA and State agency which administers OSHA regulations where Project is located.
 2. Provide barricades with flashing lights after dark.
 3. Keep barriers and warning devices in place until hazard is removed.

1.04 SECURITY

1. Make adequate provision for protection of the work area against fire, theft, and vandalism, and for protection of public against exposure to injury.
 2. Provide temporary chain-link fencing to separate the work zone from the rest of the facility. Temporary fencing shall meet the following requirements:
 - a. Minimum 2-inch (50-mm), 0.148-inch- (3.76-mm-) thick, chain-link fabric fencing.
 - b. Minimum 6-feet (1.8 m) high with galvanized steel pipe posts
 - c. Minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73 mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails.
- B. Personnel identification:
1. The Contractor shall issue an identification badge to each team member during site orientation and construction. The badge shall remain visible at all times while working on-site.
 2. The identification badge shall, at a minimum, contain:
 - a. Project name
 - b. Firm name.
 - c. Employee name.

1.05 ACCESS ROADS

- A. On-site access roads: As shown in the Drawings.
1. Maintain access roads to delivery areas, storage areas, and other areas to which frequent access is required.
 2. Maintain similar roads to existing facilities on site of the Work to provide access for maintenance and operation.
 3. Protect buried vulnerable utilities under temporary roads with steel plates, wood planking, or bridges.
 4. Maintain on-site access roads free of mud and debris. Under no circumstances shall vehicles leaving the site track mud off the site onto the public right-of-way.

1.06 TEMPORARY CONTROLS

- A. Noise control:
1. Comply with City of Tacoma Noise Ordinance limiting construction noise levels. Use whisper-quiet air compressors. Use jack hammers with exhaust mufflers. Prevent noise disturbance to the public and adjacent property owners

1.07 FIELD OFFICES AND SHEDS

- A. Contractor's field office:
1. Maintain on Project Site weather tight space in which to keep copies of Contract Documents, progress schedule, shop drawings, and other relevant documents.
 2. Provide field office with adequate space to examine documents, and provide lighting and telephone service in that space.
 3. Have field office ready for occupancy prior to start of site work.

1.08 REMOVAL

- A. Remove temporary buildings and furnishings before inspection for Final Completion or when directed.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore existing facilities used during construction to specified or original condition.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01_77_00
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Contract closeout requirements including:
 - 1. Final cleaning.
 - 2. Waste disposal.
 - 3. Touch-up and repair.
 - 4. Preparation and submittal of closeout documents.
 - 5. Final completion certification.
- B. Related sections:
 - 1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
 - 2. It is the Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of Contractor's Work.

1.02 REFERENCES

- A. Not Used.

1.03 FINAL CLEANING

- A. Perform final cleaning prior to inspections for Final Acceptance as defined in Documents 00720 and 00730.
- B. Employ skilled workers who are experienced in cleaning operations.
- C. Use cleaning materials which are recommended by manufacturers of surfaces to be cleaned.
- D. Prevent scratching, discoloring, and otherwise damaging surfaces being cleaned.
- E. Clean grease, mastic, adhesives, dust, dirt, stains, fingerprints, paint, blemishes, sealants, plaster, concrete, and other foreign materials from sight-exposed surfaces, and fixtures and equipment.
- F. Remove non-permanent protection and labels.
- G. Removal all debris and construction materials.
- H. Patch any holes, chips or defects in construction including finished surfaces.
- I. Touch up painted surfaces that are soiled, chipped or otherwise flawed.

1.04 RECYCLING AND WASTE DISPOSAL

- A. The Contractor shall attempt to recycle all waste generated during construction. For items that cannot be recycled, arrange for and properly dispose of surplus materials, waste products, and debris in accordance with Tacoma Municipal Code, Title 12.09. All material will be disposed of at the City of Tacoma Solid Waste Management Resource and Recovery Center.

1.05 TOUCH-UP AND REPAIR

- A. Touch-up or repair finished surfaces on structures, equipment, fixtures, and installations that have been damaged prior to inspection for Final Acceptance. Owner will repaint equipment or patched portions of painted or coated surfaces following repair of finished surfaces by Contractor allowing for uniform texture to entire surface.
- B. Refinish or replace entire surfaces which cannot be touched-up or repaired satisfactorily.

1.06 PROJECT RECORD DOCUMENTS

- A. Maintain at Project site, available to Owner and Engineer, 1 consolidated hard copy of the Contract Documents, shop drawings, and other submittals in good order:
 - 1. Mark and record field changes and detailed information contained in submittals and change orders in accordance with Owner standards.
 - 2. Make annotations with erasable colored pencil conforming to the following color code:

Additions:	Red
Deletions:	Green
Comments	Blue
Dimensions:	Graphite

- B. Maintain documents separate from those used for construction:
 - 1. Label documents "RECORD DOCUMENTS."
- C. Keep documents current:
 - 1. Provide photographic records with required information at the time the material and equipment is installed and before permanently concealing.
 - 2. Submit photos in accordance with Section 01_32_34 and cross-reference to record documents.
- D. Deliver record documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.
- E. Record documents will be reviewed monthly to determine the percent complete for the monthly pay application.
- F. During progress meetings, record documents will be reviewed to ascertain that changes have been recorded.
- G. Final Schedule Submittal as specified in Section 01_32_40B

1.07 WARRANTIES AND BONDS MANUALS

- A. Assemble executed licenses, certificates, warranties, bonds, and any required service and maintenance contracts from the respective manufacturers, suppliers, and Subcontractors. Provide 2 preliminary review copies, identified "Preliminary" and 4 final signed copies of the manual.
 - 1. Out of the 4 final signed copies; 1 shall be an original.
- B. Provide Table of Contents neatly typed, in complete and orderly sequence. Include complete information for each of the following:
 - 1. Product or work item.
 - 2. Firm, with name of principal, address, and telephone number.
 - 3. Scope.
 - 4. Date of beginning of warranty or service and maintenance contract.
 - 5. Duration of warranty or service maintenance contract.
 - 6. Proper procedure in case of failure.
 - 7. Instances which might affect validity of warranty or bond.
 - 8. Contractor, name or responsible principal, address, and telephone number.
 - 9. Reference Article 5.21 of Document 00720.
- C. Copies shall be bound in slant-D, 3-ring view binders with clear vinyl overlay on the front cover and spine. The binders shall have heavy duty nylon reinforced hinges or they may be inserted in the General Manual.
 - 1. Provide cover slip sheet typed with "Warranties and Bonds," Project name, Project number, engineer name, GC/CM, and for the final Warranties and Bond Manual.
 - 2. Provide spine slip sheets typed with "Warranties and Bonds," Project name, Project number, and for the final Warranties and Bond Manual, the date of Milestone/Substantial Completion.
 - 3. Each copy shall have a typewritten index and tabbed dividers between equipment categories or Specification sections.
- D. Warranties and bonds, General, Mechanical, and Electrical sections may be combined into 1 manual if 3-1/2 inch or smaller. Warranties and bonds may be tabbed in the front of the O&M Manual.

1.08 CONTRACTOR'S ACTION LIST OF ITEMS TO BE CORRECTED AND/OR COMPLETED

- A. During construction, the Contractor shall maintain an action list of items to be corrected and/or completed. The Contractor shall regularly add items and update the list as information becomes available or as requested by the Owner. Items identified on the list shall be corrected by the Contractor within calendar 30 days, unless a longer time period is approved by the Owner. Items completed shall be maintained on a separate list. The Contractor shall deliver a current copy of the list to the Owner at each progress meeting.

1.09 SUBSTANTIAL COMPLETION

- A. In accordance with Document 00720 and 00730, Section 6.07.

1.10 FINAL ACCEPTANCE AND COMPLETION

- A. In accordance with Document 00720 and 00730, Section 6.09.
- B. When the Owner finds the Work acceptable and fully complete in accordance with the Contract Documents, and upon receipt of a final Application for Payment and all final submittals, the Owner shall issue a Notice of Final Completion, make Final Payment and Accept the Work stating that to the best of the Owner's knowledge, information and belief, and on the basis of the Owner's observations and inspection, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents. Refer to the General Conditions and Supplementary Conditions for additional requirements for Final Inspection, Final Completion and Final Payment.

1.11 POST CONSTRUCTION MEETING

- A. Prior to end of warranty period: in accordance with Section 01_31_20.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 03_11_07
CONCRETE FORMWORK

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Concrete formwork.

1.02 REFERENCES

- A. American Concrete Institute (ACI):
1. 117 - Specifications for Tolerances for Concrete Construction and Materials and Commentary.
 2. 347R – Guide to Formwork for Concrete
- B. American Society of Civil Engineers (ASCE):
1. 37-14 – Design Loads on Structures During Construction.

1.03 DEFINITIONS

- A. Green concrete: Concrete with less than 100 percent of the minimum specified compressive strength (f'_c).

1.04 SYSTEM DESCRIPTION

- A. Design requirements:
1. Design of concrete forms, falsework, and shoring in accordance with ACI 347R using loads as recommended in ASCE 37-14 and applicable local, state, and federal regulations.
 2. Design forms and ties to withstand concrete pressures without bulging, spreading, or lifting of forms.
- B. Performance requirements:
1. Construct forms so that finished concrete conforms to shapes, lines, grades, and dimensions indicated on the Drawings.
 2. It is required that surface of concrete after stripping presents smooth, hard, and dense finish that requires minimum amount of finishing.
 3. Provide sufficient number of forms so that the work may be performed rapidly and present uniform appearance in form patterns and finish.
 4. Use forms that are clean and free from dirt, concrete, and other debris:
 - a. Coat with form release agent if required, prior to use or reuse.

1.05 SUBMITTALS

- A. Information on proposed forming system:
1. Submit in such detail as the Owner may require to ensure that the Specifications can be achieved by use of the proposed system.
 2. Alternate combinations of plywood thickness and spacing of studs specified in Section 2.01 may be submitted.

1.06 QUALITY ASSURANCE

- A. Qualifications of formwork manufacturers: Use only forming systems by manufacturers having a minimum of 5 years' experience, except as otherwise specified, or accepted in writing by the Owner.
- B. Regulatory requirements: Install work of this Section in accordance with local, state, and federal regulations.

PART 2 PRODUCTS

2.01 MANUFACTURED UNITS

- A. Forms: Built-up plywood:
 - 1. Built-up plywood forms may be substituted for prefabricated forming system subject to following minimum requirements:
 - a. Size and material:
 - 1) Use full size 4-foot by 8-foot plywood sheets, except where smaller pieces are able to cover entire area.
 - 2) Sheet construction: 5-ply plywood sheets, 3/4-inch nominal, made with 100 percent waterproof adhesive, and having finish surface that is coated or overlaid with surface that is impervious to water and alkaline calcium and sodium hydroxide of cement.
 - b. Wales: Minimum 2-inch by 4-inch lumber.
 - c. Studding and wales: Contain no loose knots and be free of warps, cups, and bows.
- B. Forms: Steel or steel framed:
 - 1. Steel forms:
 - a. Rigidly constructed and capable of being braced for minimum deflection of finish surface.
 - b. Capable of providing finish surfaces that are flat without bows, cups, or dents.
 - 2. Steel framed plywood forms:
 - a. Provide forms that are rigidly constructed and capable of being braced.
 - b. Plywood paneling: 5-ply, minimum 5/8-inch nominal, made with 100 percent waterproof adhesive, and having finish surface that is coated or overlaid with surface which is impervious to water and alkaline calcium and sodium hydroxide of cement.
- C. Form release agent:
 - 1. Effective, non-staining, bond-breaking coating compatible with form surfaces and concrete mixes used.
- D. Form ties:
 - 1. General:
 - a. Provide form ties for forming system selected that are manufactured by recognized manufacturer of concrete forming equipment.
 - b. Do not use wire ties or wood spreaders of any form.
 - c. Provide ties of type that accurately tie, lock, and spread forms.

- d. Provide form ties of such design that when forms are removed, they locate no metal or other material within 1-1/2 inches of the surface of the concrete.
 - e. Do not allow holes in forms for ties to allow leakage during placement of concrete.
 - 2. Cone-snap ties:
 - a. Cone-snap ties shall form a cone shaped depression in the concrete with minimum diameter of 1 inch at the surface of the concrete and minimum depth of 1-1/2 inches.
 - b. Provide neoprene waterseal washer that is located near the center of the concrete.
 - 3. Taper ties:
 - a. Neoprene plugs for taper tie holes: Size so that after they are driven, plugs are located in center third of wall thickness.
- E. Incidentals:
 - 1. External angles:
 - a. Where not otherwise indicated on the Drawings, provide with 3/4-inch bevel, formed by utilizing true dimensioned wood or solid plastic chamfer strip on walkways, slabs, walls, beams, columns, and openings.
 - b. Provide 1/4-inch bevel formed by utilizing true dimensioned wood or solid plastic chamfer strip on walkways, walls, and slabs at expansion and construction joints.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Site verification of conditions:
 - 1. Do not place concrete until forms have been checked for alignment, level, and strength, and mechanical and electrical inserts or other embedded items for correct location.

3.02 INSTALLATION

- A. Forms: Built-up plywood:
 - 1. Studding:
 - a. Spaced to meet the design requirements of the formwork.
 - b. Closer spacing may be required depending upon strength requirements of the forms, in order to prevent any bulging surfaces on faces of finished concrete work.
 - c. Install studs perpendicular to grain of exterior plys of plywood sheets.
 - 2. Wales: Form wales of double lumber material with minimum size as specified in this Section.
 - 3. Number of form reuses: Depends upon durability of surface coating or overlay used, and ability to maintain forms in condition such that they are capable of producing concrete that meets the tolerance requirements specified herein and producing a flat, smooth, hard, dense finish on concrete when stripped.

- B. Forms: Steel or steel framed:
 - 1. Steel forms:
 - a. Adequately brace forms for minimum deflection of finish surface.
 - 2. Steel framed plywood forms:
 - a. Rigidly construct and brace with joints fitting closely and smoothly.
 - b. Number of form reuses: Depends upon durability of surface coating or overlay used.
 - 3. Built-up plywood forms: As specified in this Section may be used in conjunction with steel forms or steel framed plywood forms for special forming conditions such as corbels and forming around items which will project through forms.
- C. Form bracing and alignment:
 - 1. Line and grade: Limit deviations to tolerances which will permit proper installation of structural embedded items or mechanical and electrical equipment and piping.
 - 2. Formwork:
 - a. Securely brace, support, tie down, or otherwise hold in place to prevent movement.
 - b. Make adequate provisions for uplift pressure, lateral pressure on forms, and deflection of forms.
 - 3. When second lift is placed on hardened concrete: Take special precautions in form work at top of old lift and bottom of new lift to prevent:
 - a. Spreading and vertical or horizontal displacement of forms.
 - b. Grout "bleeding" on finish concrete surfaces.
 - 4. Pipe stubs, anchor bolts, and other embedded items: Set in forms where required.
 - 5. Cracks, openings, or offsets at joints in formwork: Close those that are 1/16-inch or larger by tightening forms or by filling with acceptable crack filler.
- D. Forms: Incidentals:
 - 1. Reentrant angles: May be left square.
 - 2. Level strips: Install at top of wall concrete placements to maintain true line at horizontal construction joints.
 - 3. Inserts:
 - a. Encase pipes, anchor bolts, steps, reglets, castings, and other inserts, as indicated on the Drawings or as required, in concrete.
 - 4. Pipe and conduit penetrations:
 - a. Install pipe and conduit in structures as indicated on the Drawings, and seal with materials as specified in Section 07_90_00 - Joint Sealants.
- E. Form release agent:
 - 1. Apply in accordance with manufacturer's instructions.
- F. Form ties:
 - 1. Cone-snap ties: Tie forms together at not more than 2-foot centers vertically and horizontally.

3.03 FORM REMOVAL

- A. For the purpose of determining form stripping times, the strength of concrete shall be estimated using compressive strength test results from job-cured cylinders:

1. The Contractor shall prepare and test additional concrete cylinders as required.
- B. Form removal times specified herein shall be considered to be the cumulative time that the concrete is exposed to an air temperature above 50° F.
- C. Keep forms in place for at least the periods indicated in the following paragraphs:
 1. Vertical forms:
 - a. Keep vertical forms in place for a minimum of 24 hours after concrete is placed.
 - b. For members that will be subject to self-weight and super-imposed loads, keep vertical forms in place until such time that the member strength is adequate to support the self-weight and the super-imposed loads without damage to the member and/or supported members.
 - c. Vertical forms shall not be removed if the compressive strength is less than 1,500 psi.
 2. Other forms and shoring: Keep in place:
 - a. Vertical sides of beams, girders, and similar members: 48 hours minimum.
 - b. Bottom of elevated slabs, beams, and girders: Until concrete strength reaches the specified strength f'_c or until shoring is installed.
 - c. Shoring for elevated slabs, beams, and girders: Shore until concrete strength reaches the specified strength f'_c .
- D. Green concrete:
 1. Loading on green concrete shall not be permitted unless it can be demonstrated to the satisfaction of the Owner by the Contractor that the loading will not affect the serviceability of the structure and/or structural members.

3.04 SURFACE REPAIRS AND FINISHING

- A. Immediately after forms are removed, carefully examine concrete surfaces, and repair any irregularities in surfaces and finishes as specified in Section 03_30_00 - Cast-in-Place Concrete.

3.05 TOLERANCES:

- A. Finished concrete shall conform to shapes, lines, grades, and dimensions indicated on the Drawings.
- B. Construct work within the tolerances in accordance with ACI 117, except as modified in the following paragraphs or as indicated on the Drawings:
 1. General:
 - a. At certain locations in the Work, tolerances required for equipment placement and operation may be more restrictive than the general tolerance requirements of this Section.
 - b. Confirm equipment manufacturers' required tolerances for location and operation of equipment that will be installed, and construct concrete to satisfy those requirements.
 2. Slabs:
 - a. Slope: Uniformly sloped to drain when slope is indicated on the Drawings.

- b. Slabs indicated to be level: Have maximum vertical deviation of 1/8-inch in 10-foot horizontal length without any apparent changes in grade.
- C. Remove and replace work that does not conform to required tolerances. Procedures and products employed in and resulting from such re-work shall be acceptable to the Owner.

END OF SECTION

SECTION 03_20_00
CONCRETE REINFORCING

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Reinforcing bars:
 - a. Carbon steel.
 - 2. Bar supports.
 - 3. Tie wires.

1.02 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. 318 - Building Code Requirements for Structural Concrete and Commentary.
 - 2. SP-66 - ACI Detailing Manual.
- B. American Iron and Steel Institute (AISI).
- C. American Welding Society (AWS):
 - 1. D1.4 - Structural Welding Code - Reinforcing Steel.
- D. ASTM International (ASTM):
 - 1. A493 - Standard Specification for Stainless Steel Wire and Wire Rods for Cold Heading and Cold Forging.
 - 2. A615 - Standard Specification for Deformed and Plain Carbon Steel Bars for Concrete Reinforcement.
 - 3. A706 - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
- E. Concrete Reinforcing Steel Institute (CRSI):
 - 1. Manual of Standard Practice.

1.03 DEFINITIONS

- A. Architectural concrete: For purposes of this Section, architectural concrete includes the following:
 - 1. Concrete surfaces that will be exposed to view in the finished work.
 - 2. Concrete surfaces specified to receive paints or coatings.
 - 3. Exposed concrete in open basins, channels, and similar liquid containing structures, that is located above a line 2 feet below the normal operating water surface elevation in that structure.
- B. Bars: Reinforcement or reinforcing bars as specified in this Section.

- C. Evaluation Report: Report prepared by the International Code Council – Evaluation Service (ICC-ES), or by other testing agency acceptable to the Owner and to the Building Official, that documents testing and review of a product to confirm that it complies with the requirements of designated ICC-ES Acceptance Criteria, and its acceptance for use under the Building Code specified in Section 01_41_00 - Regulatory Requirements.
- D. Give away bars: Reinforcing bars that are not required by the Contract Documents, but are installed by the Contractor to provide support for the required reinforcing bars.
- E. Wire supports: Metal reinforcing supports constructed of steel wire as specified. Includes individual high chairs, continuous high chairs, bolsters and other similar configurations and shapes.

1.04 SYSTEM DESCRIPTION

- A. The drawings contain notes describing the size and spacing of reinforcement and its placement, details of reinforcement at wall corners and intersections, and details of extra reinforcement around openings in concrete, and other related information.

1.05 SUBMITTALS

- A. General:
 - 1. Submit in accordance with Section 01_33_00 - Submittal Procedures.
 - 2. Changes to reinforcement in Contract Documents:
 - a. Indicate in a separate letter submitted with shop drawings any changes to reinforcement indicated on the Drawings or specified.
 - b. Such changes will not be acceptable unless Owner has accepted them in writing.
- B. Product data:
 - 1. Bar supports:
 - a. Wire bar supports:
 - 1) Schedule of support materials to be provided and locations of use.
 - b. Precast concrete bar supports ("dobies"):
 - 1) Manufacturer's data indicating compression strength of concrete and confirming dimensions and thickness(es), height(s) to be provided for each location where used.
- C. Shop drawings:
 - 1. Reinforcement shop drawings:
 - a. Submit drawings showing bending and placement of reinforcement required by the Contract Documents.
 - b. Clearly indicate structures or portions of structures covered by each submittal:
 - 1) Submit reinforcement shop drawings for each structure as a complete package. Submittals addressing only a portion of a structure will be rejected and returned without review, unless such presentation is accepted by Owner in advance.
 - c. Shop drawings shall conform to the recommendations of the CRSI Manual of Standard Practice and ACI SP-66.

- d. Use the same bar identification marks on bending detail drawings, placement drawings, and shipping tags.
 - e. Submittals consisting solely of reinforcing bar schedules, without accompanying placement drawings, will not be accepted.
- 2. Reinforcement placement drawings:
 - a. Clearly show placement of each bar listed in the bill of materials, including additional reinforcement at corners and openings, and other reinforcement required by details in the Contract Documents.
 - b. Clearly identify locations of reinforcement with coatings (e.g., galvanized or epoxy) and with yield strength other than ASTM A615, Grade 60.
 - c. Show splice locations.
- 3. Reinforcement fabrication drawings:
 - a. If bend types or nomenclature differs from that recommended in the CRSI Manual of Standard Practice, provide details showing bend types and dimensional designations.
 - b. Clearly identify reinforcement with coatings and with yield strength other than ASTM A615, Grade 60.
- D. Samples (when requested by Owner):
 - 1. Bar supports/wire reinforcement supports: Samples of each type of chair and bolster proposed for use. Submit with letter stating where each type will be used.
 - 2. Precast concrete bar supports: Samples of each type of precast support proposed for use. Submit with letter stating where each will be used.
- E. Test reports:
 - 1. Certified copy of mill test for each steel used. Show physical properties and chemical analysis:
 - a. Mill test reports may be submitted as record documents at the time the reinforcement from that heat of steel is shipped to the site.
 - b. Country of origin.
- F. Special procedures:
 - 1. Welding procedures conforming to AWS D1.4 for reinforcement to be field welded:
 - a. Procedures qualification record.
- G. Qualifications statements:
 - 1. Welder qualifications and copy of card.
- H. Closeout documents:
 - 1. Field quality control and inspection reports.
 - 2. Field quality assurance special inspection and testing reports.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Packing and shipping:
 - 1. Deliver bars bundled and tagged with identifying tags.
- B. Acceptance at site:
 - 1. Reinforcing bars: Deliver reinforcing with grade identification marks that comply with the CRSI Manual of Practice.

2. Reinforcing bars delivered without documents certifying country of origin and production history will be rejected. No schedule or cost adjustments will be allowed due to material rejection.
3. Notify the Owner 24 hours in advance of any reinforcing bar delivery.

1.07 SEQUENCING AND SCHEDULING

- A. Bar supports:
 1. Do not place concrete until samples and product data for bar supports have been accepted by Owner.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All materials and documentation shall comply with American Iron and Steel (AIS) as described in Section 01_60_00.
- B. Reinforcing bars:
 1. Provide reinforcement of the grades and quality specified, fabricated from new stock, free from excessive rust or scale, and free from unintended bends or other defects affecting its usefulness.
 2. Reinforcing bars:
 - a. ASTM A615 Grade 60 deformed bars, including the following requirements or ASTM A706 Grade 60 deformed bars:
 - 1) Actual yield strength based on mil tests of reinforcement provided shall not exceed the minimum yield strength specified in this Section by more than 18,000 pounds per square inch.
 - 2) Ratio of actual ultimate tensile strength to actual tensile yield strength shall not be less than 1.25.
 3. Reinforcing bars designated or required to be welded:
 - a. Low-alloy, ASTM A706 Grade 60, deformed bars.
- C. Bar supports:
 1. Wire supports:
 - a. All stainless steel bar supports:
 - 1) Conforming to CRSI Manual of Standard Practice recommendations for types and details, but custom fabricated entirely from stainless steel wire conforming to ASTM A493, AISI Type 316.
 - b. Stainless steel protected bar supports:
 - 1) Conforming to CRSI Manual of Standard Practice Class 2, Type B, and consisting of bright basic wire support fabricated from cold-drawn carbon steel wire with stainless steel ends attached at the bottom of each leg.
 - 2) Stainless steel wire ends shall conform to ASTM A493, AISI Type 316 and shall extend at least 3/4 inch inward from the formed surface of the concrete.
 - c. Bright basic wire bar supports:
 - 1) Conforming to CRSI Manual if Standard Practice, Class 3.
 2. Deformed steel reinforcing bar supports:

- a. Fabricated of materials and to CRSI details recommended for typical reinforcement embedded in concrete and bent to dimensions required to provide specified clearances and concrete cover.
- 3. Precast concrete bar supports ("dobies"):
 - a. Pre-manufactured, precast concrete blocks with cast-in annealed steel wires, 16-gauge or heavier.
 - b. Compression strength of concrete: Equal to or exceeding the compression strength of the surrounding concrete.
 - c. Block dimensions:
 - 1) Height to provide specified concrete cover.
 - 2) Footprint not less than 3 inches by 3 inches, and adequate to support the weight of the reinforcement and maintain specified concrete cover without settling into the underlying surface.

D. Tie wires:

- 1. General use: Black annealed steel wire, 16-gauge or heavier.

2.02 FABRICATION

- A. Shop fabrication and assembly:
 - 1. Cut and bend bars in accordance with provisions of ACI 318 and the CRSI Manual of Standard Practice.
 - 2. Bend bars cold. Use bending collars to develop the recommended bend radius.
 - 3. Provide bars free from defects and kinks and from bends not indicated on the Drawings.
 - 4. Circumferential and radiused reinforcement: Roll to the radius required for its location in the structure before installation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of conditions:
 - 1. Reinforcing bars and welded wire reinforcement:
 - a. Verify that reinforcement is new stock, free from rust scale, loose mill scale, excessive rust, dirt, oil, and other coatings that will adversely affect bonding capacity when placed in the Work.

3.02 PREPARATION

- A. Surface preparation:
 - 1. Reinforcing bars - uncoated:
 - a. Clean reinforcement of concrete, dirt, oil and other coatings that will adversely affect bond before embedding bars in subsequent concrete placements.
 - b. Thin coating of red rust resulting from short exposure will not be considered objectionable. Thoroughly clean bars having rust scale, loose mill scale, or thick rust coat.
 - c. Partially embedded reinforcement: Remove concrete or other deleterious coatings from dowels and other projecting bars by wire brushing or

sandblasting before bars are embedded in subsequent concrete placements.

3.03 INSTALLATION

- A. Reinforcing bars: General:
 - 1. Field-cutting of reinforcing bars is not permitted.
 - 2. Field-bending of reinforcing bars, including straightening and rebending, is not permitted.
- B. Placing reinforcing bars:
 - 1. Accurately place bars to meet position and cover requirements indicated on the Drawings and specified. Secure bars in position.
 - 2. Tolerances for placement and minimum concrete cover: As listed in Table 1.

Table 1 - Reinforcement Placing Tolerances		
Member	Tolerance on Reinforcement Location ⁽¹⁾	Tolerance on Minimum Concrete Cover ^(1,2)
Slabs, beams, walls and columns except as noted below:		
10 inches thick and less	$\pm 3/8$ inch	- 3/8 inch
More than 10 inches thick	$\pm 1/2$ inch	- 1/2 inch
Formed soffits:	As noted above	- 1/4 inch
Longitudinal location of bends and ends of reinforcement:		
Conditions not listed below:	± 2 inches	- 1/2 inch
At discontinuous ends of brackets and corbels	$\pm 1/2$ inch	- 1/4 inch
At discontinuous ends of other members:	± 1 inch	- 1/2 inch
Notes: (1) + indicates "plus or minus;" - indicates "minus;" + indicates "plus." (2) Tolerance on cover is limited as noted, but decrease in cover shall not exceed one third of the minimum cover indicated on the Drawings.		

- 3. Spacing between bars:
 - a. Minimum clear spacing between bars in a layer:
 - 1) As indicated on the Drawings, but not less than the larger of 1.5 times the bar diameter or 1-1/2 inches.
 - b. Minimum clear spacing between bars in 2 or more parallel layers:
 - 1) Place bars in upper layers directly above bars in lower layers.
 - 2) Minimum spacing between layers: As indicated on the Drawings, but not less than the larger of 1.5 times the bar diameter or 1-1/2 inches.
 - c. Limits on minimum clear spacing between bars also applies to the clear spacing between a lap splice and the adjacent bars and/or lap splices.

4. Lap splices for bars:
 - a. Lap splice locations and lap splice lengths: as indicated on the Drawings. Where lap lengths are not indicated, provide in accordance with ACI 318.
 - b. Unless otherwise specifically indicated on the Drawings (and noted as "non-contact lap splice"), install bars at lap splices in contact with each other and fasten together with tie wire.
 - c. Where bars are to be lap spliced at concrete joints, ensure that bars project from the first concrete placement a length equal to or greater than minimum lap splice length indicated on the Drawings.
 - d. Stagger lap splices where indicated on the Drawings.
 - e. Where lap splice lengths are not indicated on the Drawings, provide lap splice lengths in accordance with ACI 318.

C. Reinforcing supports:

1. Provide supports of sufficient numbers, sizes, and locations to maintain concrete cover, to prevent sagging and shifting, and to support loads during construction without displacement and without gouging or indentation into forming surfaces:
 - a. Quantities and locations of supports shall not be less than those indicated in ACI SP-66 and the CRSI Manual of Standard Practice.
2. Do not use brick, concrete masonry units, concrete spalls, rocks, wood, or similar materials for supporting reinforcement.
3. Do not use "give away bars" that have less cover than that required by the Contract Documents. Do not adjust the location of reinforcement required by the Contract Documents to provide cover for give away bars.
4. Provide bar supports of height required to maintain the clear concrete cover indicated on the Drawings.
5. Provide bar supports at formed vertical faces to maintain the clear concrete cover indicated on the Drawings.
6. Schedule of reinforcement support materials: Provide bar supports as indicated in Table 2.

Table 2 - Reinforcement Support Materials		
Case	Location	Material
a.	Concrete placed over earth and concrete seal slabs ("mud mats").	Precast concrete bar supports.
c.	Concrete placed against forms and exposed to earth, weather, frequent washdown, or groundwater in the finished work.	All stainless steel bar supports.
d.	Concrete placed against forms and exposed to interior equipment/piping areas in the finished work.	All stainless steel bar supports.
e.	Between mats of reinforcement, and fully embedded within a concrete member.	Bright basic wire bars supports, or deformed steel reinforcing bars.

D. Tying of reinforcing:

1. Fasten reinforcement securely in place with wire ties.

2. Tie reinforcement at spacings sufficient to prevent shifting:
 - a. Provide at least 3 ties in each bar length. (Does not apply to dowel lap splices or to bars shorter than 4 feet, unless necessary for rigidity).
3. Tie slab bars at every intersection around perimeter of slab.
4. Tie wall bars and slab bar intersections other than around perimeter at not less than every fourth intersection, but at not more than the spacing indicated in Table 3:

Table 3 - Maximum Spacing of Tie Wires for Reinforcement		
Bar Size	Slab Bar Spacing (inches)	Wall Bar Spacing (inches)
Bars Number 5 and Smaller	60	48
Bars Number 6 through Number 9	96	60
Bars Number 10 and Number 11	120	96

5. After tying:
 - a. Bend ends of wires inward towards the center of the concrete section. Minimum concrete cover for tie wires shall be the same as cover requirements for reinforcement.
 - b. Remove tie wire clippings from inside forms before placing concrete.
- E. Welding reinforcing bars:
1. Weld reinforcing bars only where indicated on the Drawings or where acceptance is received from Owner prior to welding.
 2. Perform welding in accordance with AWS D1.4 and welding procedures accepted by Owner:
 - a. Conform to requirements for minimum preheat and interpass temperatures.
 3. Submit:
 - a. Welding procedures specification.
 - b. Procedures qualification record.
 - c. Welder qualification test record.
 4. Do not tack weld reinforcing bars except where specifically indicated on the Drawings.

3.04 FIELD QUALITY CONTROL

- A. Provide quality control for the Work of this Section as specified in Section 01_45_00 - Quality Control.
- B. Field inspections and testing:
 1. Submit records of inspections and testing to Owner in electronic format within 24 hours after completion.

3.05 FIELD QUALITY ASSURANCE

- A. Provide quality assurance as specified in Section 01_45_00 - Quality Control.
- B. Special inspections and tests:
 1. To be provided by the Owner as specified in Section 01_45_24.15 – Special Inspections, Seismic Certification, and Structural Observation.

2. Preparation:
 - a. The special inspector will review Drawings and Specification for the Work to be observed prior to conducting special inspections.
 - b. The special inspector will review approved submittals and shop drawings prior to conducting special inspections.
3. Inspections: Special inspection shall include, but is not limited to, the following items:
 - a. Reinforcement: General:
 - 1) Type (material) and location of reinforcement supports.
 - 2) Bar material/steel grade and bar size.
 - 3) Location, placement, and spacing of bars.
 - 4) Clear concrete cover over reinforcement.
 - 5) Lap splice: Location and lap length. Bars within tolerances for contact (unless non-contact splice is indicated on the Drawings.).
 - 6) Bar hooks and development lengths embedded within concrete sections as indicated on the Drawings.
 - 7) Reinforcement tied in position and tie wire legs turned inward toward the center of the concrete section.
 - b. Reinforcement: Welding:
 - 1) Inspector qualification and inspections shall be in accordance with the requirements of AWS D1.4.
 - 2) Owner will provide periodic inspection for:
 - a) Weldability of reinforcement other than ASTM A706.
 - b) Single pass fillet welds with thickness less than or equal to 5/16 inch.
 - 3) Owner will provide continuous inspection for:
 - a) Other welds.
 - b) Welds at mechanical reinforcing bar couplers and end anchors.
 - 4) In addition to visual inspection, Owner may inspect reinforcing bar welds by other methods, including radiographic inspection.
4. Records of inspections:
 - a. A written record of each inspection using forms acceptable to the Owner and to the Building Official will be prepared and submitted by others.
 - b. Electronic copies of inspection reports will be prepared and submitted by others to the Owner within 24 hours after completion of inspections.

3.06 NON-CONFORMING WORK

- A. Before placing concrete, adjust or remove and re-install reinforcement to conform to the requirements of the inspection results and Contract Documents.

END OF SECTION

SECTION 03_30_00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 SUMMARY

- A. The extent and location of the Cast-in-Place Concrete work is indicated on the drawings. The work includes the requirements for providing all cast-in-place concrete and associated work in conformance with these specifications and as indicated on the drawings.

1.02 RELATED DOCUMENTS

- A. General Provisions of the Contract, including General Conditions and other Division 01 Specification Sections apply to this Section

1.03 CODES AND REFERENCES

- A. Applicable provisions of the following standards shall apply to the work of this Section, except as modified herein, and are hereby made part of these Contract Specifications to the extent required.
 - 1. American Concrete Institute ACI 301-10: Specifications for Structural Concrete.
 - 2. American Concrete Institute ACI 305R-10: Guide to Hot Weather Concreting.
 - 3. American Concrete Institute ACI 306R-10: Guide to Cold Weather Concreting.
 - 4. American Concrete Institute ACI 308R-01: Guide to External Curing of Concrete.
 - 5. American Concrete Institute SP-66(04): ACI Detailing Manual (including ACI 315-99).
 - 6. Modification of ACI 305R, 306R, and 308R: accomplish work in accordance with these guides except as modified herein. Consider the advisory or recommended provisions to be mandatory. Interpret reference to the "Building Official," the "Structural Engineer," and the "Architect/Engineer" to mean the Engineer.
 - 7. American Concrete Institute ACI 318-19: Building Code Requirements for Structural Concrete and Commentary.
 - 8. Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice (MSP), 29th Edition.
 - 9. American Society for Testing Materials (ASTM), Standard Specifications and Standard Test Methods, designated by basic reference in this section (use the most current edition at the time of bid unless otherwise indicated).

10. International Building Code (IBC) 2018, as amended and adopted by the City of Tacoma into the Tacoma Municipal Code (TMC).

1.04 DEFINITIONS

- A. Not Used.

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Not Used.

1.06 SUBMITTALS

- A. Documentation demonstrating the qualifications and experience of supervisors and directors of work, as described above.
- B. Proposed concrete design mixes, indicating all material contents per cubic yard of concrete, including certificates of specification compliance. Written evidence that the ready-mix concrete plant is approved and certified by the NRMCA and other organizations.
- C. Test certificates for compressive strength, yield, air content, and slump of the proposed concrete mix. Report strength test results in accordance with ACI 318, Section 5.3.
- D. Manufacturer's name, address, catalog number, and specifications for all proposed admixtures, concrete bonding agents, curing compounds, etc.
- E. Identify all aggregate supply pit names and locations. Submit certificates of specification compliance for materials to be used including aggregate alkali-silica reactivity (ASR).
- F. Proposed curing methods including manufacturer's data for curing membranes, evaporation retardants, accelerated cure methods, etc. Submit detailed plans for concreting in ambient temperatures below 40 degrees F. Describe the specific methods and procedures used for substrate preparation, concrete placement, curing, and protection. Provide specific references to ACI 306R and ACI 308R.
- G. Shop drawings showing pour sequences, construction joints, expansion joints, etc. Manufacturer's data for proposed pre-fabricated construction joint systems and hardware.
- H. Concrete delivery tickets for each truck delivered to the site. Submit delivery tickets to the City on-site representative before unloading at the site and in accordance with ASTM C 94, Section 14.
- I. Detailed shop drawings that are coordinated and checked for all concrete reinforcement prior to casting concrete.
 1. Do not deliver concrete reinforcement to the site prior to acceptance of the shop drawings.

2. The shop drawings shall include, but not be limited to, material specifications, bar lengths, bar bending schedules, order lists, splice lengths, and proposed splice locations.
- J. Mill certificates for each heat of reinforcing steel and threaded bars to be furnished, indicating specification compliance, yield strength, ultimate strength, and chemistry.
- K. Qualified weld procedure specification (WPS) including all information contained in Annex A of AWS D1.4.

1.07 QUALITY ASSURANCE

- A. All concrete work shall conform to the requirements of ACI 301, unless otherwise noted in the drawings or the specifications.
- B. Inspection and Testing: As determined by the Engineer, the City will provide inspection and testing as required. The Contractor shall provide all necessary access and assistance in carrying out such inspections and tests at its own expense. The contractor will be provided testing agency information at the pre-construction meeting and will be required to call for inspection and provide all required coordination. The Contractor may obtain results of tests performed by the City from the Engineer. If the contractor is not ready for inspection or is required due to the contractor's actions to not be ready and fees are charged, the contractor will be required to pay these expenses and costs will be deducted from pay applications.
- C. Qualifications of Supplier: Ready-mixed concrete plants shall be approved and certified by the National Ready Mix Concrete Association (NRMCA) or qualified by WSDOT. Ready-mixed concrete shall be batched in accordance with the applicable portions of ASTM C 94.
- D. Qualifications of Personnel:
 1. Provide at least one qualified person who shall be present at all times during execution of this portion of the work, who shall be thoroughly trained and experienced in placing the types of concrete specified, and who shall direct all work performed under this section. Qualified personnel shall have at least five (5) years experience performing the work described in this section.
 2. Trained and experienced journeyman concrete finishers having at least five (5) years experience shall be responsible for finishing all exposed surfaces.
- E. Building Code: All concrete shall meet the requirements of the IBC. Where provisions of pertinent codes and standards conflict with this specification, the more stringent provisions shall govern, as determined by the Engineer.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Delivery, storage and handling is described in Paragraph 3.02 of this Specification.

PART 2 - PRODUCTS

2.01 CONCRETE

A. General:

1. All concrete, unless otherwise specifically permitted by the Engineer, shall be batched and mixed at the approved Ready-Mix plant. Batching, mixing, and delivery of ready-mix concrete shall conform to ASTM C 94.
2. All cast-in-place concrete shall be proportioned on the basis of field experience or laboratory trial mixtures according to ACI 318, Section 5.3.

B. Cementitious Materials:

1. All cement shall be Portland cement conforming to ASTM C 150.
2. Portland cement for use in mixes without fly ash shall be Type I-II or Type II conforming to ASTM C 150 except that the cement shall not contain more than 0.75 percent alkalis by weight calculated as Na₂O plus 0.658 K₂O and the content of Tricalcium aluminate (C₃A) shall not exceed 8 percent by weight..
3. Portland cement for use in mixes with fly ash shall be Type I or Type I-II conforming to ASTM C 150.
4. Fly ash, if used, shall meet the requirements of ASTM C 618, Type F, with the added provision that the loss on ignition shall not exceed 1 percent, and that the fly ash is stored in a separate silo from the cement. Split bins are not acceptable.

C. Aggregates:

1. Aggregates shall conform to ASTM C 33. All coarse and fine aggregate shall consist of hard, tough, durable particles free from foreign and deleterious materials, and shall be stored in such a manner as to prevent segregation, excessive breakage, and the introduction of foreign material.
2. Evaluate and test fine and coarse aggregates to be used in all concrete for alkali-aggregate reactivity in accordance with ASTM C 1260 or ASTM C 1293. Test both coarse aggregate size groups if from different sources. Test results of the combination shall have a measured expansion equal to or less than 0.10 percent at 16 days after casting when aggregates are tested in accordance with ASTM C 1260 or 0.04 percent for aggregates tested in accordance with ASTM C 1293.
3. Grading shall conform to ASTM C33 Standard Specification for Concrete Aggregates Maximum nominal aggregate size shall be $\frac{3}{4}$ inch, unless approved by the Engineer.

4. The maximum size of coarse aggregate shall not be larger than three fourths of the minimum clear spacing between reinforcing bars, between reinforcing bars and side forms, and between reinforcing bars and top or bottom surface of the concrete.
 5. The maximum size of aggregate for "pea gravel" concrete shall be 3/8 inch.
- D. Potable water shall be used for mixing concrete.
- E. Admixtures: All admixtures shall be supplied by one manufacturer approved by the Engineer.
1. Provide concrete with 5 percent, within 1 percent, entrained air of evenly dispersed air bubbles at time of placement.
 2. Air-entraining admixtures shall conform to ASTM C 260. Dosage rates shall be in accordance with the manufacturer's recommendations to meet the air content specified herein.
 3. Water-reducing admixtures shall conform to the requirements of ASTM C 494. Dosage rates shall be in accordance with the manufacturer's recommendations.
 4. Water reducing admixture shall be Type A, D, F, or G. The amount shall control the desired workability and water/cement ratio of the mix and shall be within the manufacturer's recommended range.
- F. Epoxy Bonding Agent:
1. Meets ASTM C 881, Type V, Grade 2, Temperature Class A, B, or C, and match the surface temperatures to which the bonding agent is applied, as endorsed by the manufacturer.
 2. MasterEmaco ADH 326 manufactured by BASF, or Sikadur 32 HI-MOD LPL, manufactured by Sika Corporation, or equal, as approved by the Engineer before the start of the work where it will be used.

2.02 OTHER MATERIALS

- A. All other materials not specifically described but required for a complete and proper installation of cast-in-place concrete shall be selected by the Contractor subject to the approval of the Engineer.

2.03 MIX PROPORTIONS AND STRENGTH

- A. The mix proportions shall produce a mixture that will readily work into all corners, sides, and angles of the forms, around reinforcement and embedded items, with no segregation, and prevent free water from collecting on the surface.
- B. The mix proportions shall be selected in accordance with ACI 318.

1. Test data representing thirty recent consecutive tests for each design shall be submitted to establish the standard deviation used in Section 5.3.1.
 2. Where 30 recent consecutive tests are not available, the standard deviation may be determined by records based on no less than 15 tests as described in Section 5.3.1.2.
 3. Where no previous data are available, the mix or mixes shall be oversized in accordance with Section 5.3.2.2.
 4. When consecutive test data have been established during the project the oversized criteria may be relaxed in accordance with Section 5.5.
 5. Deviation from any reviewed design mix without approval of the Engineer will not be permitted.
- C. Provide concrete having a minimum weight of 140 pounds per cubic foot.
- D. Unless otherwise indicated, concrete minimum 28-day compressive strengths are shown on the drawings.
1. Concrete mixtures shall meet the following requirements:
 - a. Minimum Specified Compressive Strength f'_c at 28 days: 4,000 psi
 - b. Water-to-Cement Ratio: 0.40 to 0.45
 - c. Cementitious Materials per cubic yard of concrete by weight: 564 to 658.
 - d. Slump Range: 2 to 4 inches.

2.04 REINFORCEMENT

- A. All reinforcing bars, except as noted below, shall be deformed billet-steel bars conforming to ASTM A 615, Grade 60, deformed. Bars conforming to ASTM A 706 may be substituted for ASTM A 615 reinforcing bars at the Contractor's expense.
- B. Mechanical couplers, where approved, shall be as follows.
1. Couplers shall develop a minimum of 125% of the minimum specified yield strength of the reinforcing bar.
 2. Lenton Lock B-Series mechanical couplers by Erico Inc, or better.

PART 3 - EXECUTION

3.01 PREPARATORY WORK

- A. General:

1. Prior to casting, inspect the installed work of all other trades and verify it is complete to the point where this installation may commence.
 2. Verify that all items to be embedded in concrete are in place, properly oriented, located, and secured.
 3. Verify that concrete may be placed to the lines and elevations indicated on the drawings with all required clearances for reinforcement.
 4. All areas in which concrete is to be placed shall be thoroughly cleaned to remove wood debris, sawdust, tie wire cuttings, and all other deleterious material.
 5. Tie wire ends shall be bent back so they do not encroach into the specified clear cover of the concrete.
 6. Concrete forms which have not been treated with oils, waxes, or other bond breakers shall be thoroughly wet prior to placing concrete.
 7. Clean and roughen existing concrete or concrete from previous pours to provide a bondable surface.
 8. All transporting and handling equipment shall be cleaned of all hardened concrete and other debris.
 9. Details of bending, placing, and splicing of all reinforcing steel shall conform to ACI 318, except as modified herein.
- B. Notification: Notify the Engineer at least 48 hours in advance of any concrete pour. Notify the Engineer when inspection by the Contractor is complete. In the event of discrepancy, immediately notify the Engineer. Do not proceed with installation until all discrepancies have been fully resolved.

3.02 TRANSPORTING AND PLACING CONCRETE

A. Placement:

1. Concrete that does not reach its final position in the forms within 1-1/2 hours after the addition of cement shall not be used. During hot weather, this time limit shall be reduced in accordance with ACI 305R.
2. Place concrete as soon as possible after mixing. Concrete which has developed initial set or partially hardened shall not be re-tempered or remixed.
3. The method and manner of placing concrete shall not allow segregation of the aggregates or displacement of reinforcement and embedded objects.
4. When using concrete pumps as the placing system, the pump priming slurry shall be discarded before placement into the forms. Initial acceptance testing may be delayed until the pump priming slurry has been eliminated. No pump

shall be used that allows free water to flow past the piston. Aluminum conduits or tremies shall not be used for pumping or placing concrete.

5. Place concrete in continuous horizontal layers, or lifts, not exceeding 18 inches and compact so that there will be no line of separation between layers. Carefully fill each part of the forms by depositing concrete directly in its final destination.
 6. When concrete must be dropped more than five feet into the forms, it shall be deposited through a sheet metal or other approved conduit. Approved conduit shall also be used to place concrete in sloping forms or in other locations, as directed by the Engineer, to prevent concrete from sliding around reinforcing or other embedded objects.
 7. The methods of depositing and compacting concrete shall produce compact, dense, impervious concrete with the required surface finishes and no segregation. Remove defective concrete as directed by the Engineer at no additional cost to the City.
- B. Hot/Cold Weather Placement: Do not place concrete on frozen ground or against frosted reinforcing steel or forms. Do not mix or place concrete while the atmospheric temperature is below 40° F. If air temperature exceeds 90°F, provide water spray or other approved methods to cool contact surfaces to less than 90°F. Hot and cold-weather concrete placement shall follow the respective recommendations in ACI 305R and ACI 306R.
- C. Consolidation of Concrete:
1. Provide suitable internal vibrators for use in compacting all concrete. The vibrators shall be of the type designed to be placed directly in the concrete, and their frequency of vibration shall not be less than 7,000 impulses per minute when in actual operation.
 2. Vibration shall be such that the concrete becomes uniformly plastic. Insert vibrators to a depth sufficient to vibrate the bottom of each layer effectively, but do not penetrate partially hardened concrete. Do not apply the vibrators directly to steel which extends into partially hardened concrete. The intervals between points of insertion shall be not less than 2 feet, nor more than 3 feet.
 3. Do not continue vibration in any one spot such that pools of cement or cement and sand are formed. In vibrating and finishing top surfaces which are exposed to weather or wear, avoid drawing water or laitance to the surface. In relatively high lifts, the top layer shall be comparatively shallow and the concrete mix shall be as stiff as can be effectively vibrated into place and properly finished.
 4. Do not use vibrators to transport or move concrete inside the form.
 5. A sufficient number of vibrators shall be supplied to effectively vibrate all of the concrete placed. Hand-tamping or rodding shall be required wherever necessary to secure a smooth and dense concrete on the outside surfaces.

- 6. When vibrating concrete with epoxy-coated reinforcement, only use vibrators with coated stingers that do not damage the epoxy coating.
- D. Concrete trucks shall not be washed out onsite unless contained within a concrete wash-out area that complies with the requirements of the latest version of the City of Tacoma's Stormwater Management Manual.
- E. Any delivered load of concrete that is rejected shall be completely disposed of offsite.

3.03 CONSTRUCTION JOINTS

- A. Thoroughly clean and roughen all joint surfaces and remove loose concrete, gravel, sediment, laitance, and all other deleterious substances.
- B. Thoroughly wet and condition all joint surfaces to a saturated surface dry (SSD) condition for a minimum twelve hour period immediately prior to placing fresh concrete.

3.04 CURING CONCRETE

- A. Follow ACI 308R.
- B. Concrete shall be maintained above 40° F and in a moist condition for at least the first seven days (168 hours) after placement.
- C. Do not use curing compounds on surfaces to receive additional concrete.
- D. Where permitted, apply an ASTM C 309, Type 1, Class A or B curing compound to the fresh concrete immediately after finishing the concrete and as soon as the visible bleed water has evaporated or as directed by the Engineer. Apply according to the manufacturer's recommendations. The rate of coverage shall be at least one gallon per 100 square feet and be sufficient to effectively obscure the original color of the concrete.
- E. Apply the curing compound in two applications to ensure full coverage of the concrete, with the second coat applied in a direction perpendicular to that of the first application.
- F. Do not apply curing compound to construction joint surfaces, reinforcing steel, or embedments in the concrete. Curing compound on construction joints, reinforcing steel, or embedments shall be completely removed before the following concrete pour.
- G. Supply backup spray equipment and sufficient workers to properly apply the curing compound.
- H. Within 12 hours following the application of the curing compound, the top surfaces shall be covered with cotton mats, an approved vapor proof curing paper, or white polyethylene sheeting. If the covering used is cotton mats, it shall be kept

continuously wet day and night for the period of time specified above, and if curing paper or plastic film is used, it shall be left in place for the same length of time.

- I. Curing paper and white polyethylene sheeting shall be kept tightly in place by taping and weighting joints, or other methods for the prescribed length of time.
- J. Membrane curing compounds which leave a waxy film on the concrete shall not be used.
- K. After the concrete has cured for the required time, the top surfaces shall be swept clean.
- L. All concrete shall be protected from damage and accelerated drying. No fire or excessive heat shall be permitted near the concrete at any time.
- M. In lieu of curing compounds the Contractor may use wet burlap or other wet cure methods as approved by the Engineer.
- N. Only wet cure methods shall be used on concrete surfaces against which additional concrete will be cast.
- O. Wet cure methods shall be continuous for the prescribed duration of the curing period.

3.05 FINISHING CONCRETE

- A. Finish: All permanently exposed surfaces, unless specifically noted otherwise, shall be free from local bulging and all ridges or lips shall be removed to leave a smooth, flat surface. Patching mortar, if used, shall be of the same color as the surrounding concrete. White Portland cement shall be added to the patching mortar for color matching. A test section, approved by the Engineer, shall be completed prior to production work.
- B. Protect finished surfaces from damage, stains and abrasion. Surfaces or edges damaged during construction shall be repaired at the Contractor's expense.
- C. Defects:
 - 1. Surface defects include honeycomb, rock pockets, spalls, chips, air bubbles, voids, pinholes, bug holes, and indentations greater than or equal to 1/4 inch in depth, or greater than or equal to 1/2 inch in width, length, or diameter. These defects shall be chipped out to reveal sound concrete and then shall be patched. Surface cracks greater than or equal to 0.007 inches in width. These cracks shall be patched.
 - 2. Surface irregularities include embedded objects, embedded debris, lift lines, sand lines, bleed lines, segregation, form pop-outs, fins, form leakage, texture irregularities, stains and other discolorations that cannot be removed by water blast cleaning. These defects shall be repaired as specified in this Section unless otherwise directed by the Engineer.

D. Horizontal Surfaces:

1. Exposed horizontal surfaces shall have a heavy broom finish.

3.06 TESTING

- A. Testing of concrete will be performed by an accredited testing agency retained by the City. Methods of sampling, testing, evaluation, and acceptance will conform to ACI 301. The Contractor shall assist the City with access to collect samples.
- B. Testing as described above will be at the City's discretion and in no way relieves the Contractor of any obligations.
- C. Tests performed by the City will be done at no cost to the Contractor, except as noted below.
 1. Additional testing and inspection required because of changes in materials, proportions, and procedures requested by the Contractor.
 2. Additional testing of materials or concrete when either fails to meet the specification requirements when tested in accordance with the ACI standards outlined and the appropriate ASTM standards contained therein.

3.07 REINFORCING STEEL BARS

- A. Order Lists: Before ordering material, furnish all order lists and bending diagrams for approval by the Engineer; reinforcement placing drawings submitted for approval shall conform to the CRSI MSP. Do not order material until such lists and bending diagrams have been approved. The approval of order lists and bending diagrams by the Engineer shall in no way relieve the Contractor of responsibility for the correctness of such lists and diagrams.
- B. General Fabrication Requirements for Reinforcing Bars: Bend all bars cold to the shapes indicated on the drawings unless otherwise approved by the Engineer. Do not field-bend bars partially embedded in concrete except as indicated on the drawings or as approved by the Engineer. Do not field bend epoxy-coated reinforcing bars. Make bends and hooks in accordance with the applicable portions of the CRSI MSP.
- C. Additional Fabrication Requirements for Epoxy-Coated Reinforcing Bars: meet the requirements of ASTM A 934 (purple in color) including Appendix X2, "Guidelines for Job Site Practices" except as otherwise specified in this section.
- D. Carefully handle and install coated bars to minimize job site patching. Use the same precautions as described above for delivery, handling, and storage when placing coated reinforcement. Do not drag coated bars over other bars or over abrasive surfaces. Keep coated bars free of dirt and grit. When possible, assemble coated reinforcement as tied cages prior to final placement into the forms. Support assembled cages on padded supports.
- E. Placing and Fastening:

1. Place all steel reinforcement accurately and hold firmly in the position indicated on the drawing during the placing and setting of concrete. Tie bars at all intersections.
2. Minimum concrete cover to reinforcement shall be as indicated on the drawings:
3. Maintain the minimum distance from the forms by means of stays, blocks, ties, hangers, or other approved supports.
 - a. Holding reinforcement from contact with the forms shall be by approved metal or plastic chairs. Metal chairs which are in contact with the exterior surface of the concrete shall be plastic-coated for the full depth of the indicated concrete cover.
 - b. Separate layers of bars by plastic chairs, by precast mortar blocks of compressive strength not less than 3,750 pounds per square inch, spacing bars, or by other devices approved equal.
 - c. The minimum spacing between bars, except at lap splices, shall not be less than one bar diameter or one inch minimum, but not less than 1-1/3 times the maximum size of the coarse aggregate.
4. In the event that conduits, anchor bolts, piping, inserts, sleeves, embedded objects, headed studs, or other items interfere with placing reinforcement as indicated on the drawings, or as otherwise required, immediately contact the Engineer and obtain approval of a new procedure before placing concrete.

3.08 SPLICING

- A. Restoration of existing damaged reinforcing shall match the size of the existing reinforcing and the new reinforcing shall be connected to the existing reinforcing by means of a mechanical coupler.

3.09 CLEANING REINFORCEMENT

- A. Steel reinforcement, at the time concrete is placed around it, shall be free from loose rust or mill scale, oil, paint, and all other coatings which will destroy, impair, or reduce the bond between steel and concrete.

END OF SECTION

SECTION 05_05_24

MECHANICAL ANCHORING AND FASTENING TO CONCRETE AND MASONRY

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Post-installed steel anchors and fasteners:
 - a. Concrete anchors.
 - 2. Appurtenances for anchoring and fastening:
 - a. Anchor bolt sleeves.
 - b. Isolating sleeves and washers.
 - c. Thread coating for threaded stainless steel fasteners.

1.02 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. 355.2 - Qualification of Post-Installed Mechanical Anchors in Concrete & Commentary.
- B. American National Standards Institute (ANSI):
 - 1. B212.15 - Cutting Tools - Carbide-tipped Masonry Drills and Blanks for Carbide-tipped Masonry Drills.
- C. American Welding Society (AWS):
 - 1. D1.1 - Structural Welding Code - Steel.
- D. ASTM International (ASTM):
 - 1. A36 - Standard Specification for Carbon Structural Steel.
 - 2. A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
 - 3. A563 - Standard Specification for Carbon and Alloy Steel Nuts.
 - 4. E488 - Standard Test Methods for Strength of Anchors in Concrete Elements.
 - 5. F436 - Standard Specification for Hardened Steel Washers.
- E. International Code Council Evaluation Service, Inc. (ICC-ES):
 - 1. AC193 - Acceptance Criteria for Mechanical Anchors in Concrete Elements.

1.03 DEFINITIONS

- A. Post-installed anchor: Fastener or assembly installed in hardened concrete or finished masonry construction, typically by drilling into the structure and inserting a steel anchor assembly.

1.04 SUBMITTALS

- A. General:
 - 1. Submit as specified in Section 01_33_00 - Submittal Procedures.

2. Submit information listed for each type of anchor or fastener to be used.
- B. Action submittals:
1. Product data:
 - a. Post-installed anchors:
 - 1) For each anchor type, manufacturer's data including catalog cuts showing anchor sizes and construction, materials and finishes, and load ratings.
 2. Certificates:
 - a. Post-installed anchors:
 - 1) Manufacturer's statement or certified test reports demonstrating that anchors that will be supplied to the site comply with the materials properties specified.
 3. Test reports:
 - a. Post-installed anchors: For each anchor type used for the Work:
 - 1) Current ICC-ES Report (ESR) demonstrating:
 - a) Acceptance of that anchor for use under the building code specified in Section 01_41_00 - Regulatory Requirements.
 - b) That testing of the concrete anchor included the simulated seismic tension and shear tests of AC193, and that the anchor is accepted for use in Seismic Design Categories C, D, E, or F and with cracked concrete.
 4. Manufacturer's instructions:
 - a. Requirements for storage and handling.
 - b. Recommended installation procedures including details on drilling, hole size (diameter and depth), hole cleaning and preparation procedures, anchor insertion, and anchor tightening.
 - c. Requirements for inspection or observation during installation.
 5. Qualification statements:
 - a. Post-installed anchors: Installer qualifications:
 - 1) Submit list of personnel performing installations and include date of manufacturer's training for each.

1.05 QUALITY ASSURANCE

- A. Qualifications:
1. Post installed anchors shall be in accordance with building code specified in Section 01_41_00 - Regulatory Requirements.
 2. Installers: Post-installed mechanical anchors:
 - a. Installations shall be performed by trained installers having at least 3 years of experience performing similar installations with similar types of anchors.
- B. Special inspection:
1. Provide special inspection of post-installed anchors as specified in Section 01_45_24.15 - Special Inspections, Special Tests, and Structural Observation and this Section.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver post-installed anchors in manufacturer's standard packaging with labels visible and intact. Include manufacturer's installation instructions.
- B. Handle and store anchors and fasteners in accordance with manufacturer's recommendations and as required to prevent damage.
- C. Protect anchors from weather and moisture until installation.

PART 2 PRODUCTS

2.01 MANUFACTURED UNITS

- A. General:
 - 1. Furnish threaded fasteners with flat washers and hex nuts fabricated from materials corresponding to the material used for threaded portion of the anchor:
 - a. Post-installed anchors: Provide flat washers and nuts supplied for that product by the manufacturer of each anchor.
 - 2. Size of anchors and fasteners, including diameter and length or minimum effective embedment depth: As indicated on the Drawings or as specified in this Section. In the event of conflicts, contact Owner for clarification.
 - 3. Where anchors and connections are not specifically indicated on the Drawings or specified, their material, size and form shall be equivalent in quality and workmanship to items specified.
- B. Materials:
 - 1. Provide and install anchors of materials as in this Section.

2.02 POST-INSTALLED ANCHORS AND FASTENERS - MECHANICAL

- A. General:
 - 1. Post-installed anchors used for the Work shall hold a current ICC Evaluation Service Report demonstrating acceptance for use under the building code specified in Section 01_41_00 - Regulatory Requirements:
 - a. Conditions of use: The acceptance report shall indicate acceptance of the product for use under the following conditions:
 - 1) In regions of concrete where cracking has occurred or may occur.
 - 2) To resist short-term loads due to wind forces.
 - 3) To resist short-term loading due to seismic forces for the Seismic Design Category of the structure where the product will be used.
 - 2. Substitutions: When requesting product substitutions, submit calculations, indicating the diameter, effective embedment depth and spacing of the proposed anchors, and demonstrating that the substituted product will provide load resistance that is equal to or greater than that provided by the anchors listed in this Section:
 - a. Calculations shall be prepared by and shall bear the signature and seal of a Civil or Structural Engineer licensed in the State of Washington.
 - b. Decisions regarding the acceptability of proposed substitutions shall be at the discretion of the Owner and Engineer.

- B. Concrete anchors:
1. Description. Post-installed anchor assembly consisting of a threaded stud and a surrounding wedge expansion sleeve that is forced outward by torquing the center stud to transfer loads from the stud to the concrete through bearing, friction, or both. (Sometimes referred to as “expansion anchors” or “wedge anchors.”):
 - a. Do not use slug-in, lead cinch, and similar systems relying on deformation of lead alloy or similar materials to develop holding power.
 2. Concrete anchors for anchorage to concrete:
 - a. Acceptance criteria:
 - 1) Concrete anchors shall have a current ICC-ES Report demonstrating that the anchors have been tested and qualified for performance in both cracked and un-cracked concrete, and for short-term loading due to wind and seismic forces for Seismic Design Categories A through F in accordance with ACI 355.2 and with ICC-ES AC193 (including all mandatory tests and optional tests for seismic tension and shear in cracked concrete).
 - 2) Concrete anchor performance in the current ICC-ES Report shall be “Category 1” as defined in ACI 355.2.
 - b. Manufacturers: One of the following or equal:
 - 1) Hilti, Kwik Bolt TZ Expansion Anchor.
 - 2) DeWalt/Powers, PowerStud+ SD2.
 - 3) Simpson Strong-Tie, Strong Bolt 2 Wedge Anchor.
 - c. Materials. Integrally threaded stud, wedge, washer, and nut:
 - 1) Stainless steel: Type 316.
 - a) Type 304 stainless steel acceptable for use at wet and moist locations when accepted in writing by the Owner.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine Work in place to verify that it is satisfactory to receive the Work of this Section. If unsatisfactory conditions exist, do not begin this Work until such conditions have been corrected.
1. Do not drill for or install expansion anchors until concrete has cured a minimum of 14 days.

3.02 INSTALLATION: GENERAL

- A. Where anchors and fasteners are not specifically indicated on the Drawings or specified, make attachments with materials specified in this Section.
- B. Protect products from damage during installation. Take special care to protect threads and threaded ends.
- C. Accurately locate and position anchors and fasteners:
1. Unless otherwise indicated on the Drawings, install anchors perpendicular to the surfaces from which they project.

- D. Interface with other products:
 - 1. Where steel anchors come in contact with dissimilar metals (aluminum, stainless steel, etc.), use stainless steel anchors and separate or isolate dissimilar metals using isolating sleeves and washers.
 - 2. Prior to installing nuts, coat threads of stainless steel fasteners with thread coating to prevent galling of threads.

3.03 INSTALLATION: POST-INSTALLED MECHANICAL ANCHORS

- A. General:
 - 1. Install anchors in accordance with the manufacturer's instructions, ACI 355.2, the anchor's ICC-ES Report. Where conflict exists between the ICC-ES Report and the requirements in this Section, the requirements of the ICC-ES Report shall control.
 - 2. Where anchor manufacturer recommends the use of special tools and/or specific drill bits for installation, provide and use such tools.
 - 3. After anchors have been positioned and inserted into concrete or masonry, do not:
 - a. Remove and reuse/reinstall anchors.
 - b. Loosen or remove bolts or studs.
 - 4. OSHA regulations for the protection of workers and public from silica dust exposure shall be closely followed for all means and methods employed for installation of anchors.
- B. Holes drilled into concrete and masonry:
 - 1. Do not drill holes in concrete or masonry until the material has cured a minimum of 14 days.
 - 2. Accurately locate holes:
 - a. Before drilling holes, use a reinforcing bar locator to identify the position of all reinforcing steel, conduit, and other embedded items within a 6-inch radius of each proposed hole.
 - b. If the hole depth exceeds the range of detection for the rebar locator, the Owner may require radiographs of the area designated for investigation before drilling commences.
 - 3. Exercise care to avoid damaging existing reinforcement and other items embedded in concrete and masonry:
 - a. If embedments are encountered during drilling, immediately stop work and notify the Owner and Engineer. Await Owner's and Engineer's instructions before proceeding.
 - 4. Unless otherwise indicated on the Drawings, drill holes perpendicular to the concrete surface into which they are placed.
 - 5. Drill using anchor manufacturer's recommended equipment and procedures:
 - a. Unless otherwise recommended by the manufacturer, drill in accordance with the following:
 - 1) Drilling equipment: Electric or pneumatic rotary type with light or medium impact. Where edge distances are less than 2 inches, use lighter impact equipment to prevent micro-cracking and concrete spalling during drilling process.
 - 2) Drill bits: Carbide-tipped in accordance with ANSI B212-15. Hollow drills with flushing air systems are preferred.

6. Drill holes at manufacturer's recommended diameter and to depth required to provide the effective embedment indicated.
7. Clean and prepare holes as recommended by the manufacturer and as required by the ICC-ES Report for that anchor:
 - a. Unless otherwise recommended by anchor manufacturer, remove dust and debris using brushes and clean compressed air.
 - b. Repeat cleaning process as required by the manufacturer's installation instructions.
 - c. When cleaning holes for stainless steel anchors, use only stainless steel or non-metallic brushes.
- C. Insert and tighten (or torque) anchors in full compliance with the manufacturer's installation instructions:
 1. Once anchor is tightened (torque), do not attempt to loosen or remove its bolt or stud.
- D. Contractor shall provide quality control over the Work of this Section as specified in Section 01_45_00 - Quality Control:
 1. Expenses associated with work described by the following paragraphs shall be paid by the Contractor.
- E. Post-installed anchors:
 1. Review anchor manufacturer's installation instructions and requirements of the Evaluation Service Report (hereafter referred to as "installation documents") for each anchor type and material.
 2. Observe hole-drilling and cleaning operations for conformance with the installation documents.
 3. Certify in writing to the Owner that the depth and location of anchor holes, and the torque applied for setting the anchors conforms to the requirements of the installation documents.

3.04 FIELD QUALITY ASSURANCE

- A. Owner's Representative will provide on-site observation and field quality assurance for the Work of this Section:
 1. Expenses associated with work described by the following paragraphs shall be paid by the Owner.
- B. Field inspections and special inspections:
 1. Required inspections: Observe construction for conformance to the approved Contract Documents, the accepted submittals, and manufacturer's installation instructions for the products used.
 2. Record of inspections:
 - a. Maintain record of each inspection.
 - b. Submit copies to Owner upon request.
 3. Statement of special inspections: At the end of the project, prepare and submit to the Owner and the authority having jurisdiction inspector's statement that the Work was constructed in general conformance with the approved Contract Documents, and that deficiencies observed during construction were resolved.

- C. Special Inspections: Post-installed mechanical anchors placed in hardened concrete.
 - 1. Provide special inspection during installation of the following anchors:
 - a. Post-installed Concrete anchors.
 - 2. Unless otherwise noted, provide periodic special inspection during positioning, drilling, placing, and torquing of anchors:
 - a. Provide continuous special inspection for post-installed anchors in “overhead installations” as defined in this Section.
 - 3. Requirements for periodic special inspection:
 - a. Verify items listed in the following paragraphs for conformance to the requirements of the Contract Documents and the Evaluation Service Report for the anchor being used. Observe the initial installation of each type and size of anchor, and subsequent installation of the same anchor at intervals of not more than 4 hours:
 - 1) Any change in the anchors used, in the personnel performing the installation, or in procedures used to install a given type of anchor shall require a new “initial inspection.”
 - b. Substrate: Concrete or masonry surfaces receiving the anchor are sound and of a condition that will develop the anchor’s rated strength.
 - c. Anchor:
 - 1) Manufacturer, type, and dimensions (diameter and length).
 - 2) Material (galvanized, Type 304 stainless steel, or Type 316 stainless steel).
 - d. Hole:
 - 1) Positioning: Spacing and edge distances.
 - 2) Drill bit type and diameter.
 - 3) Diameter, and depth.
 - 4) Hole cleaned in accordance with manufacturer’s required procedures. Confirm multiple repetitions of cleaning when recommended by the manufacturer.
 - 5) Anchor’s minimum effective embedment.
 - 6) Anchor tightening/installation torque.
 - 4. Requirements for continuous special inspection:
 - a. The special inspector shall observe all aspects of anchor installation, except that holes may be drilled in his/her absence provided that he/she confirms the use of acceptable drill bits before drilling, and later confirms the diameter, depth, and cleaning of drilled holes.
- D. Field tests:
 - 1. Owner’s Representative may, at any time, request testing to confirm that materials being delivered and installed conform to the requirements of the Specifications:
 - a. If such additional testing shows that the materials do not conform to the specified requirements, the Contractor shall pay the costs of these tests.
 - b. If such additional testing shows that the materials do conform to the specified requirements, the Owner shall pay the costs of these tests.

3.05 NON-CONFORMING WORK

- A. Remove misaligned or non-performing anchors.

- B. Fill empty anchor holes and repair failed anchor locations using high-strength, non-shrink, non-metallic grout.

END OF SECTION

SECTION 05_12_00
STRUCTURAL STEEL

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Structural steel shapes and plate.
 - 2. Fasteners and structural hardware:
 - a. High-strength bolts.
 - 3. Welding.
 - 4. Bolting.

1.02 REFERENCES

- A. American Institute of Steel Construction (AISC):
 - 1. 303 - Code of Standard Practice for Steel Buildings and Bridges.
 - 2. 360 - Specification for Structural Steel Buildings.
- B. American Iron and Steel Institute (AISI):
 - 1. Steel alloys ("types") as indicated.
- C. American Welding Society (AWS):
 - 1. A5.1 - Specification for Carbon Steel Electrodes for Shielded Metal Arc Welding.
 - 2. A5.17 - Specification for Carbon Steel Electrodes and Fluxes for Submerged Arc Welding.
 - 3. A5.20 - Specification for Carbon Steel Electrodes for Flux Cored Arc Welding.
 - 4. D1.1 - Structural Welding Code - Steel.
- D. ASTM International (ASTM):
 - 1. A6 - Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling.
 - 2. A36 - Standard Specification for Carbon Structural Steel.
 - 3. A194 - Standard Specification for Carbon and Alloy Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both.
 - 4. A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
 - 5. A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
 - 6. A563 - Standard Specification for Carbon and Alloy Steel Nuts.
 - 7. A992 - Standard Specification for Structural Steel Shapes.
 - 8. F436 - Standard Specification for Hardened Steel Washers.
 - 9. F3125 - Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi and 150 ksi Minimum Tensile Strength.
- E. Research Council on Structural Connections (RCSC):

1. Specification for Structural Joints Using High-Strength Bolts (RCSC Specification).

1.03 DEFINITIONS

- A. Snug-tight: At bolted joints, the tightness attained with a few impacts of an impact wrench, or by the full effort of an ironworker using a spud wrench to bring the connected plies into firm contact.

1.04 SUBMITTALS

- A. Product data:
 1. Welding electrodes: Electrode manufacturer's data.
- B. Shop drawings:
 1. Fabrication and erection drawings.
- C. Quality control submittals:
 1. Welding procedure specifications (WPS) in accordance with AWS D1.1:
 - a. Submit WPS for each type of welded joint used, whether prequalified or qualified by testing:
 - 1) State electrode manufacturer and specific electrodes used.
 - 2) Indicate required AWS qualification for joint.
 - b. Submit WPS with shop drawings that indicate those welds.
 - c. Submit Procedure Qualification Record (PQR) in accordance with AWS D1.1 for welding procedures qualified by testing.
 2. Welder qualifications: For each welding process and position:
 - a. Welder's qualification certificates and cards.
 - b. Contractor's statement that certificate will be "in effect" at the time(s) welding will be performed based on the "Period of Effectiveness" provisions of AWS D1.1.
 3. Steel fabricator's AISC certification.
- D. Test reports:
 1. Provided certified copies of mill tests and analyses made in accordance with applicable ASTM standards, or reports from a recognized commercial laboratory, including chemical and tensile properties of each shipment of structural steel or part thereof having common properties.

1.05 QUALITY ASSURANCE

- A. Certification:
 1. Steel fabricators shall be certified by the AISC or other certification acceptable to the Owner and the building official having jurisdiction.
- B. Welding:
 1. Perform welding of structural metals in accordance with AWS D1.1 using welders who have current AWS qualification certificate for the process, position, and joint configuration to be welded.
 2. Make Welding Procedure Specifications available at the locations where welding is performed.
 3. Notify Owner at least 24 hours before starting shop or field welding.

4. Owner may check materials, equipment, and qualifications of welders.
5. Remove welders performing unsatisfactory Work, or require requalification.
6. Owner may use gamma ray, magnetic particle, dye penetrant, trepanning, or other aids to visual inspection to examine any part of welds or all welds.
7. Contractor shall bear costs of retests on defective welds.
8. Contractor shall also bear costs in connection with qualifying welders.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Packing and shipping: Deliver structural steel free from mill scale, rust, and pitting.
- B. Storage and protection: Until erection and painting, protect from weather items not galvanized or protected by a shop coat of paint.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Unless otherwise specified or indicated on the Drawings, materials shall conform to the following:

2.02 SUPPLEMENTARY PARTS

- A. Furnish as required for complete structural steel erection, whether or not such parts and Work are specified or indicated on the Drawings.

2.03 FABRICATION

- A. Shop assembly:
 1. Fabricate structural steel in accordance with AISC 360 and AISC 303 unless otherwise specified or modified by applicable regulatory requirements.
 2. Where anchors, connections, or other details of structural steel are not specifically indicated on the Drawings or specified, their material, size and form shall be equivalent in quality and workmanship to items specified.
 3. Round off sharp and hazardous projections and grind smooth.
 4. Take measurements necessary to properly fit work in the field. Take responsibility for and be governed by the measurements and proper working out of all the details.
 5. Take responsibility for correct fitting of metalwork.
 6. Welded connections:
 - a. Comply with AWS requirements for the metals to be welded.
 - b. Weld only in accordance with approved Welding Procedure Specifications.
 - c. Keep Welding Procedure Specifications readily available for welders and inspectors during fabrication processes.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of conditions: Examine Work in place to verify that it is satisfactory to receive the Work of this Section. If unsatisfactory conditions exist, do not begin this Work until such conditions have been corrected.

3.02 ERECTION

- A. General:
 - 1. Fabricate structural and foundry items to true dimensions without warp or twist.
 - 2. Form welded closures neatly, and grind off smooth where weld material interferes with fit or is unsightly.
 - 3. Install structural items accurately and securely, true to level, plumb, in correct alignment and grade, with all parts bearing or fitting structure or equipment for which intended.
 - 4. Do not shift out of alignment, re-drill, re-shape, or force fit fabricated items.
 - 5. Place anchor bolts or other anchoring devices accurately and make surfaces that bear against structural items smooth and level.
 - 6. Rigidly support and brace structural items needing special alignment to preserve straight, level, even, and smooth lines. Keep structural items braced until concrete, grout, or dry pack mortar has hardened for 48 hours minimum.
 - 7. Erect structural steel in accordance with AISC 303 unless otherwise specified or modified by applicable regulatory requirements.
 - 8. Where anchors, connections, and other details of structural steel erection are not specifically indicated on the Drawings or specified, form, locate, and attach with equivalent in quality and workmanship to items specified.
 - 9. Round off sharp or hazardous projections and grind smooth.
 - 10. Paint or coat steel items as specified in Section 09_96_00 - High-Performance Coatings.
- B. Welding: General:
 - 1. Make welds full penetration type, unless otherwise indicated on the Drawings.
 - 2. Remove backing bars and weld tabs after completion of weld. Repair defective welds observed after removal of backing bars and weld tabs.
- C. Welding: Carbon steel:
 - 1. General: In accordance with AWS D1.1:
 - a. Weld ASTM A36 and A992 structural steel, and ASTM A500 and A501 structural tubing with electrodes in accordance with AWS A5.1, using E70XX electrodes; AWS A5.17, using F7X-EXXX electrodes; or AWS A5.20, using E7XT-X electrodes:
 - b. Field repair cut or otherwise damaged galvanized surfaces to equivalent original condition using a galvanized surface repair.

3.03 FIELD QUALITY CONTROL

- A. Provide quality control as specified in Section 01_45_00 - Quality Control.

3.04 FIELD QUALITY ASSURANCE

- A. Provide quality assurance as specified in Section 01_45_00 - Quality Control.
- B. Special inspections, special tests, and structural observation:
 - 1. Provide as specified in Section 01_45_24.15 - Special Inspection, Special Tests, and Structural Observation.

END OF SECTION

SECTION 09_96_00
HIGH PERFORMANCE COATINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes surface preparation and finish application for new, existing members and surfaces remaining after demolition, and over-coating of exterior substrates. The work includes furnishing all materials, labor, equipment, and accessories for preparing and providing the required finished painting and protective coatings on the new fabrications and existing metal surfaces to remain.

1.02 CODES AND REFERENCES

- A. Society for Protective Coatings (SSPC), SSPC Painting Manual, Volume I, 4th Edition, "Good Painting Practice".
- B. SSPC Painting Manual, Volume II, 2008 Edition, "Systems and Specifications".
- C. SSPC, "Procedure for Determining Conformance to Dry Coating Thickness Requirements", SSPC-PA2.

1.03 DEFINITIONS

- A. "Finish", "Finishes", and "Finishing" refer to primers, paints, stains, clear coats, sealer, conditioners, coatings, and any surface applied film or treatment.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Not Used.

1.05 SUBMITTALS

- A. Product Data: A complete list of products and product descriptions proposed for use as coating systems.
 - 1. Provide manufacturer product data and accessories, including specifications, physical characteristics, and performance data.
 - 2. Manufacturer instructions and directions for application of the coating systems.
 - 3. Manufacturer instructions and procedures for use in performing field repairs and touch-ups to the coating systems.
 - 4. Use the same manufacturer's products for all coats unless otherwise approved by the Owner.
 - 5. Provide written confirmation of shop/factory primer compatibility with field applied Finishes. Include written confirmation of finishes suitability for intended service.

- B. Documentation that key personnel of the coating applicator have at least the minimum experience and certifications described above and below. Demonstrate consistent experience applying the proposed coating systems under similar conditions. List information by individual and include the following.
 - 1. Position or responsibility
 - 2. Employer (if other than the Contractor)
 - 3. Name of facility owner
 - 4. Mailing address and telephone number of facility owner
 - 5. Name of contact reference in facility owner's organization
 - 6. Location, size, and description of structure
 - 7. Dates work was performed
 - 8. Description of work performed on structure
- C. Samples of all paints and finishes proposed for use.
 - 1. Finish Samples: Submit "draw down" samples of each color, texture, and sheen on rigid backing, 8-1/2 inches by 11 inches.
 - 2. Apply finish on samples in steps showing each layer of system.
 - 3. Label each layer of sample.
 - 4. Label each sample for location and application area.
 - 5. Label each sample with manufacturer's name, product, color name and number. Include schedule referenced from the finish schedule.
- D. Schedule of coating operations with dates and items listed.
- E. Furnish extra finish materials packaged for storage and identified with labels describing contents.
- F. Paint and Coating: 5 percent, but not less than 1 new unopened gallon of each paint color and type used on the Project.
- G. Measurement reports of dry paint thickness on metal surfaces according to SSPC-PA2.

1.06 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. ASTM: American Society for Testing of Materials.

2. The Society for Protective Coatings (SSPC).
 - a. Good Painting Practice, SSPC Painting Manual Volume 1.
 - b. Systems and Specifications, SSPC Painting Manual Volume 2.
 3. PDCA: Painters Decorators Contractors Association.
 - a. PDCA Visual Standards for Painting and Decorating. Touch up and Spot Repair Standard.
- B. Paint and Coating Manufacturer's printed instructions, application guides and technical bulletins.
 - C. Coating application shall be by qualified and experienced personnel having demonstrated at least five (5) years of experience in coating applications for pre-engineered structures or for structural steel in an outdoors environment. The Applicator engaged for work in this Section shall, upon request, furnish qualifications documenting past satisfactory experience in finishing work similar to size, complexity and scope of the work in this Project. Maintain a crew of qualified craft people throughout duration of the finishing work, who shall satisfy specified product data sheet application and curing requirements.
 - D. Conform to all manufacturers' specifications and recommendations for achieving published results with each product, application, and condition. If manufacturers' specifications or recommendations differ from those in these specifications, report the discrepancy to the Owner and obtain further direction before proceeding.
 - E. The Owner may inspect coating preparation, application, or touchup at its discretion. Provide access to the Owner for these inspections and at no additional cost to the Owner.
 - F. Single Source Responsibility: Provide confirmation of shop primers' or shop treatments' compatibility with field applied finishes. Use only thinners approved by paint, stain, and coating manufacturers, and use only within recommended limits.
 - G. Regulatory Agency Requirements:
 1. Occupational Safety & Health and Pollution Regulations: Conform to the Federal and State requirements for finishing work applicable to this project.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver paint and associated materials in undamaged and unopened containers bearing labels of the manufacturer, which indicate the contents and directions for use, storage, and handling. Store materials in a location where the ambient temperature and humidity is not outside the ranges recommended by the manufacturer.

- B. Prevent fire. Open containers of inflammable materials only as needed. Keep rubbing cloths, oily rags, etc., in tightly closed metal containers, or remove from the job site daily. Benzene, gasoline, or distillates shall not be stored on the job site.
- C. Do not damage the coating materials before, during, or after installation and prevent damage to the installed work and materials of other trades.
- D. In the event of damage, immediately make all repairs and replacements as directed by the Owner according to the manufacturer's recommendations and procedures at no additional cost to the Owner.
- E. Toxic and Combustible Materials: Take regular appropriate safety precautions conforming to manufacturer's recommendations and applicable Regulatory Requirements.

1.08 FIELD CONDITIONS

- A. Apply finishes only when substrate temperature and ambient air temperatures are between 50 and 95 degrees F, and as recommended by the manufacturer. High humidity and low temperatures prolong cure and increase trade damage to finish.
- B. Do not apply finishes when relative humidity exceeds 85 percent; and at temperatures less than 5 degrees F above the dew point; and to damp or wet surfaces. Low temperature combined with elevated humidity inhibits cure of finishes. Protect finished from moisture until finish has cured.
- C. Do not apply finishes when dust, dirt, flying debris or insects are present that may harm the final finish appearance.

1.09 WARRANTY

- A. Installer's Warranty: Two year from the date of Substantial Completion for labor and materials on installed finish systems.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Unless otherwise noted or specified, all products shall be new and the best quality for the intended use.

2.02 MANUFACTURERS

- A. Manufacturers: Manufacturers listed below are preapproved, provided they furnish equivalent products for specified systems deemed equivalent by the Architect. Manufacturers not listed below, but desiring approval shall submit a substitution request according to the provisions of the sections referenced below. Manufacturers must have products equivalent to the referenced products.

1. Sherwin Williams Company.
2. Behr

3. Rodda
4. PPG
5. Tnemec
6. Or approved equal.

2.03 FINISHES, GENERAL

A. Material Compatibility and Suitability:

1. Finish materials for use within each finish system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience. Paints, stains and coatings must be suitable for intended service.
 - a. Provide written compatibility confirmation.
2. Finish manufacturer will provide written approval of system over substrates indicated.

B. Colors:

1. Standard gray: All items scheduled for painting not identified otherwise.

2.04 SOURCE QUALITY CONTROL

A. Testing of Finish Materials:

1. Owner will engage the services of a qualified testing agency or inspector to sample finish materials. Contractor will be notified in advance and may be present when samples are taken. If finish materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency or inspector.
2. Testing agency or inspector will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying finishes if test results show materials being used do not comply with product requirements. Contractor shall remove non-complying finish materials from Project site, pay for testing, and refinish surfaces that were coated with rejected materials at no additional cost to Owner. Contractor will be required to remove rejected materials from previously finished surfaces if, on refinishing with complying materials, the products are found to be incompatible.

PART 3 - EXECUTION

3.01 PREPARATORY REVIEW:

A. Inspection:

1. Prior to all work of this Section, carefully inspect the installed work of all other trades affecting this work and verify that all such work is complete to the point where this installation may properly commence.
- B. Discrepancies: In the event of a discrepancy, do not proceed with fabrication or installation until resolved by the Engineer. Promptly notify the Engineer.

3.02 EXAMINATION

- A. Examine substrates and conditions, with Applicator and Product Representative present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
1. Applicator shall examine the work areas and its environmental conditions during application and notify Contractor and Owner in writing of conditions detrimental to proper and timely completion of surface preparation, application and cure of finishes. Do not proceed until unsatisfactory conditions have been corrected in a manner acceptable to Owner. Conform to the MPI Architectural Painting Manual, SSPC Painting Manuals, PDCA, and manufacturer's printed instructions for surface conditions and preparations of each surface to be finished. Where these may be in conflict, the more stringent will be used.
 2. Starting of finish work will be construed as Applicator's acceptance of surfaces and conditions within a particular area.
 3. Do not finish over dirt, rust, scale, grease, moisture, scuffed surfaces, or foreign materials.
- B. Verify suitability of substrates, including surface conditions and confirm compatibility, between field finishes and factory or shop-applied primers.
- C. Proceed with finishing application only after correction of unsatisfactory conditions.
1. Application of finish indicates acceptance of surfaces and conditions.

3.03 PREPARATION

- A. Surface Conditions:
1. Before Starting Work Under This Section: Proceed when discovered defects have been corrected and surfaces are in acceptable condition.
 2. Upon Starting Work:
 - a. Conform to Field Quality Control requirements specified in this Section.
 - b. Starting work under this Section constitutes acceptance of surfaces by applicator.
 - c. Unless otherwise specified, surfaces considered the responsibility of other trades for work under this Section include:

- 1) Shop primed structural steel, miscellaneous metal, sheet metal, hollow metal, and other shop primed metal items except for minimal spot repair and touch up at surfaces abraded and damaged after installation.
- B. Comply with manufacturers written surface preparation instructions. Follow recommendations in "MPI Architectural Painting Specification Manual", SSPC Painting Manuals and manufacturer's instructions applicable to substrates and finish systems indicated. Where standards are in conflict the more stringent shall apply.
- C. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be finished. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection prior to surface preparation and finishing.
1. After completing finishing operations, use skilled workers to reinstall items that were removed. Remove surface-applied protection.
- D. Clean substrates of substances that could impair bond of finishes, including dust, dirt, oil, grease, and incompatible paints and encapsulants. Create an adhesive surface profile prior to finishing.
1. Incompatible primers: remove and re-prime substrate with compatible primers to produce finish systems indicated.
 2. Mildew Removal: Scrub with industrial strength mildew cleaning solution, bleaching solution, then rinse with potable water and let thoroughly dry.
 - a. Acceptable Cleaner: Jomax.
- E. Unprimed Steel Substrates: Remove rust, loose mill scale. Prepare using methods recommended by manufacturer but not less than the following:
1. SSPC-SP 11 - Power Tool Cleaning to Bare Metal.
- F. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop primer is abraded or damaged in accordance with SSPC SP-3 Power Tool Cleaning. Prime exposed areas with the same Mio/Zinc primer used in the shop. Comply with guidelines of SSPC-PA 1 Touch up and Repair for primer renovation of shop-primed surfaces.
- G. Galvanized-Metal Substrates:
1. Step One: Remove grease and oil residue from galvanized sheet metal in accordance with SSPC SP-1 - Solvent Cleaning.
 2. Step Two: Abrade 100 percent of surface to be finished using mechanical methods to produce clean, 1-mil deep profile. Brighten galvanizing to a silver color.

3. Prime within 4 hours of surface preparation.

H. Existing Steel Surfaces

1. Pressure wash existing surfaces with Simple Green, or approved equal, to remove existing surface contamination. Wash off the detergent with fresh water and do not allow it to dry on the surface.
2. Hand sand or use orbital sanders to remove surface rust.
3. Spot prime any exposed steel.
4. Stripe coat around column base bolts.

3.04 APPLICATION

- A. Apply finishes according to these specifications, paint, stain and coating manufacturer's written instructions, "MPI Architectural Painting Manual", SSPC Painting Manuals PDCA, Volumes I and 2. Where these guidelines are in conflict the more stringent shall apply.

1. Use applicators and techniques suited for finish and substrate indicated.
2. Finish cut or damaged surfaces to match adjacent exposed surfaces.
3. Do not finish over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
4. Apply each coat in the shortest time possible.

B. General:

1. Custom quality consistent with trade practices, performed by skilled applicators.
2. Apply paint and coating materials by method at painter's option. Spray apply finish coat exposed steel; spread material evenly, with uniform gloss and finish and without runs, sags or drips.
3. Apply additional coats when undercoats, stains, or other under imperfections telegraph through the finish system. Provide a uniform finish, color and appearance.
4. Cut sharp lines against glass, other materials, and different colors.
5. Allow ample time between coats for thorough curing; follow manufacturer's recommendations. Anticipate extended cure time due to low temperature and high humidity.
6. Finish surfaces behind movable equipment to match exposed painted surfaces. Finish surfaces behind permanently fixed equipment or furniture with first coat.

7. Finish the backside of access panels, and removable or hinged covers to match the exposed adjacent surfaces.
- C. If imperfections telegraph through finishes, then apply additional coats until cured film has a uniform finish, color, and appearance. If telegraphing continues the affected item will need to be repaired or replaced and recoated.
- D. Apply finishes to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.05 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner will engage a qualified inspection agency or inspector to inspect surface preparation and paint, stain and coatings application and cure. Finishes will be tested for dry film thickness.
 1. If the Owner engages an inspection agency or inspector, notify applicator and Owner at least 10 working days prior to starting work under this Section. Allow full access to the work and cooperate with the inspection agency.
 2. Contractor shall spot repair, touch up and restore finished surfaces damaged by testing. Refinish to condition approved by Owner.
 3. If dry film thickness is found to be non-compliant with manufacturer's written instructions, then Contractor shall pay for testing and apply additional coats as needed to provide compliant thicknesses.
 4. Failure due to unsatisfactory surface preparation or unsatisfactory finish application and cure will require removal of failed finish and its re-application at no cost to Owner.

3.06 CLEANING, PROTECTION, SPOT REPAIR / TOUCH UP

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. Completed project requires cleaning and repair of spattered or damaged surfaces. Remove spattered finishes: paints, coatings, stains and clear coats by washing, scraping, or other methods. Protect adjacent finishes from scratches or damage.
- C. Protect work of other trades against damage from finishing applications. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as reviewed by Owner, and leave in an undamaged condition.
- D. Use tarpaulins or drop cloths and masking tape and paper when working above or adjacent to finished work. Protect areas from overspray, roller spatter, and mist using best available protection technology and covering methods.

- E. At completion of construction activities of other trades, touch up and restore damaged or defaced finished surfaces. Spot repairs and touch up shall be finishes from edge to edge.

3.07 FINISHING SCHEDULE

A. General:

- 1. Work specified is in addition to shop or factory primers specified in other Sections.

B. Exterior Steel, Non-Ferrous, and Galvanized Metal:

- 1. Shop Primer: TNEMEC; Series 394 PerimePrime at 2.5 to 3.5 dry film thickness.
- 2. Spot Repair/Touch-Up Shop Primer and Galvanized Metal: Sherwin Williams Protective and Marine Coatings Corothane I Galvpac 2k Zinc Primer B65G10 (VOC: <350 g/L).
- 3. First Coat: Sherwin Williams Pro Industrial Pro-Cryl Universal Primer B66W01310 (VOC: <50 g/L).
- 4. Second and Third Coats: Sherwin Williams Waterbased Alkyd Urethane Enamel B53-1150 Series Semi-Gloss. (VOC: <50 g/L).

3.08 INSPECTION

- A. The Contractor shall perform measurements of dry paint thickness on all metal surfaces by means of magnetic gages as described in SSPC-PA2.
- B. Copies of the measurement reports shall be provided to the Engineer prior to completion.
- C. The Owner will perform verification testing/inspection at the Owner's expense. The Contractor shall make arrangements for these tests/inspections at all facilities performing coating applications and give the Owner a notice at least 14 days in advance of each coating operation.

END OF SECTION

APPENDIX A

REQUIRED BID SUBMITTAL FORMS

BID SUBMITTAL CHECK LIST

This checklist identifies items to be included with your Bid Submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award. Submittals must be received by the City of Tacoma Procurement and Payables Division by the date and time specified in the Request for Bids page.

The following items make up your Bid Submittal	<input checked="" type="checkbox"/>
Bid Proposal	
Signature Page	
Certification of Compliance with Wage Payment Statutes	
State Responsibility and Reciprocal Bid Preference Form	
City of Tacoma – Equity in Contracting Requirement Form	
City of Tacoma – Equity in Contracting Utilization Form	

BID PROPOSAL

SPECIFICATION NO. ES21-0030N

SWM SOUTH PUBLIC RECEIVING BUILDING DEMOLITION AND IMPROVEMENTS

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. ENV-02015-01 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

- NOTE: 1. Unit prices of all items, all extensions and total amount of bid should be shown. Show unit prices in figures only.
2. The notations below the item numbers refer to the specification section where information may be found regarding each contract item. These notations are intended only as a guide and are not warranted to refer to all specification sections where information may be found.

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
	SWM South Public Receiving Building Demolition and Improvements	1 Lump Sum	Lump Sum	\$ _____

Base Bid (Subtotal Item No. 1) \$ _____

10.3% Sales Tax (Item No. 1) \$ _____

Bidder Name: _____

Specification No. ES21-0030N

SIGNATURE PAGE

CITY OF TACOMA ENVIRONMENTAL SERVICES DEPARTMENT

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. ES21-0030N SWM SOUTH PUBLIC RECEIVING BUILDING DEMOLITION AND IMPROVEMENTS

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 Date
into Contracts for Bidder/Proposer

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

State Business License Number
in WA, also known as UBI (Unified Business Identifier) Number

E.I.No. / Federal Social Security Number Used on Quarterly
Federal Tax Return, U.S. Treasury Dept. Form 941

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.



of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (February 9, 2022), 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.*

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

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 insure 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](http://www.omwbe.com) Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

Equity in Contracting Requirements		
Minority Business Enterprise Requirement	Women Business Enterprise Requirement	Small Business Enterprise Requirement
6%	1%	6%

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: ES21-0030N
Date of Record: 10/20/2021

*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.



City of Tacoma
Community & Economic Development
Office of Equity in Contracting
747 Market Street, Rm 900
Tacoma WA 98402
253-591-5075

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 firms approved by the City of Tacoma Equity in Contracting Program as Certified Businesses.
- It is the prime contractor's responsibility to check the certification status of the firms intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ Complete company names and phone numbers are required to verify your usage of qualifying firms.

a. Company Name and Certification Number(s)	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization %	k. SBE Utilization %					

By signing and submitting this form the bidder certifies that the EIC firms 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

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 deductive selected by the City. Also, please refer to Items #10-12 below.
2. Column "a" – List all EIC companies that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if this firm is being utilized as an MBE, WBE, or SBE. (Firms may count towards multiple requirements)
4. Column "c" – List the appropriate NAICS code for the scope of work, services, or materials/supplies for each contractor.
5. Column "d" – The bid amount must be indicated for **all** listed **EIC** that you plan on doing business with. This quote is the price that you and the contractor have negotiated prior to bid opening.
6. Column "e" – The bid amount must be indicated for **all** listed **EIC** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
8. 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.
9. 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.
10. 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.
11. Block "i" – The percent 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 = EIC usage as a percent of the Base Bid.)
12. Block "j" – The percent 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 = EIC usage as a percent of the Base Bid.)

13. Block "k" – The percent 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 = EIC usage as a percent of the Base Bid.)

It is the prime contractor's responsibility to check the status of EIC contractors prior to bid opening. Call the EIC Office at 253- 591-5075 for additional information.

APPENDIX B

CONTRACT FORMS

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective this ____ day of ,20____, ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and legal name of Supplier including type of business entity ("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. Enter Spec Number and Enter 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. Enter Spec Number and Enter 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.
-

Delete this highlighted sentence, paragraph II and sub-bullets #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

- II. 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
 2. List remaining Contract Documents in applicable controlling order.
- III. The Contract terminates on xxxxx. {May remove if not applicable}
- IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:
\$ _____, plus any applicable taxes.
- V. 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.
- VI. 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.
- VII. 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.
- VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

- 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.
- X. 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, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:

CONTRACTOR:

By:

By:

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

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

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 waives 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.

Resolution No.
Bond No.
Specification No.
Contract No.

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: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

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 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: _____