



City of Tacoma
Environmental Services Department

SPECIFICATION NO. ES26-0002F

**CENTRAL WASTEWATER
TREATMENT PLANT MIXED
LIQUOR CHANNEL PIPE
REPLACEMENT PROJECT**

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS

FOR

SPECIFICATION NO.
ES26-0002F

**CENTRAL WASTEWATER TREATMENT PLANT MIXED
LIQUOR CHANNEL PIPE REPLACEMENT PROJECT**

PROJECT NO. ENV-04030-11



Lance M Bunch, P.E.
Science & Engineering Division
Environmental Services Department

326 East D Street
Tacoma, Washington 98421-1801

SPECIFICATION NO. ES26-0002F

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City of Tacoma
Environmental Services Department

REQUEST FOR BIDS ES26-0002F
CENTRAL WASTEWATER TREATMENT PLANT MIXED LIQUOR CHANNEL
PIPE REPLACEMENT PROJECT

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, March 24, 2026

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

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email server, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Include the specification number in the subject line of your email. Your submittal must be sent as an attachment, links to your electronic submittal will not be accepted.

For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Include the specification number on the outside of the sealed envelope. Late submittals will be returned unopened and rejected as non-responsive.

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business 6 business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids to srowden@tacoma.gov.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@tacoma.gov

Maximum email size, including attachments: 35 MB.
Multiple emails may be sent for each submittal.

Note: Email may pass through multiple servers before arriving at its destination. Please allow sufficient time for email delivery of submittals. Timely electronic delivery is at the risk of the supplier.

In Person:

Tacoma Public Utilities Administration Building North,
Main Floor, Lobby Security Desk
3628 South 35th Street
Tacoma, WA 98409
Monday – Friday 8:00 am to 4:30 pm

Bid Opening: Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 AM. Attend a Zoom meeting [via this link](#) or call 1 (253) 215 8782 using meeting ID # 884 0268 0573, passcode # 070737.

Submittals in response to an RFP, RFQ or RFI will be recorded as received, but not read at bid opening. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

If you believe your submittal was sent timely and was not read at bid opening, please contact sendbid@cityoftacoma.org immediately.

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

Pre-Proposal Meeting: A pre-proposal meeting will be held at the Central Wastewater Treatment Plant, Building R (TAGRO Visitor Center), Gate 6, 2301 Cleveland Way, Tacoma, WA 98421 at **10:00 am on Monday March 16, 2026**.

Project Scope: The Central Wastewater Treatment Plant Mixed Liquor Channel Pipe Replacement Project includes the removal and replacement of existing infrastructure serving the 320-foot mixed liquor channel. Work consists of replacing 4-inch spray water line, an 8-inch low-pressure air mixing system, the polymer system, and the poly-aluminum chloride (PAC) coagulation system. The project also includes removal and replacement of associated mounting brackets, stairs, and platforms, all as shown in the contract documents.

Estimate: \$2,000,000.00

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave in accordance with Washington State law.

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

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Stan Rowden by email to srowden@tacoma.gov.

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.

SPECIAL REMINDER TO ALL BIDDERS

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

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 and submitted with your bid response:

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. **BID BOND:** The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid.
4. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
5. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
6. **LIST OF SUBCONTRACTOR CATEGORIES OF WORK:** Bidder shall list all subcontractor(s) proposed to perform 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. Bidder shall also list all subcontractor(s) proposed to perform the work of structural steel installation and/or rebar installation.

FAILURE TO LIST SUBCONTRACTORS WILL RESULT IN THE BID BEING NON-RESPONSIVE AND THEREFORE VOID.

7. **STATEMENT OF QUALIFICATIONS:** The Contractor or subcontractor shall fill out this form in its entirety proving they meet the requirements as outlined in these specifications. It shall be the sole determination of the Engineer to determine if the Contractor/subcontractor does in fact meet the requirements. This is a condition of award of the Contract.

8. EQUITY IN CONTRACTING (EIC):

Tacoma Municipal Code section 1.07.040

NO EIC REQUIREMENTS FOR THIS SOLICITATION. However, the City of Tacoma is committed to equality in contracting for under-utilized small, minority and women-owned businesses and we encourage you to locate these firms by visiting the Washington State Office of Minority and Women's Business Enterprises – Washington State Office of Minority & Women's Business Enterprises Certification Management System. (omwbe.diversitycompliance.com).

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.
- E. LEAP UTILIZATION PLAN: Shall be submitted at the Pre-Construction Meeting.
- F. GENERAL RELEASE.

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.

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):

The Local Employment and Apprenticeship Training Program (LEAP) has been adopted to counteract economic and social ills, which accompany high rates of unemployment within the City of Tacoma. The Tacoma City Council established the mandatory LEAP program for public works contracts pursuant to Ordinance No. 28520. The primary goal is to provide an opportunity for City of Tacoma residents and Tacoma Public Utilities ratepayers to enter apprenticeship programs, acquire skills, and perform work that will provide living wages.

Example LEAP Requirements:

- 1. Local Employment Utilization Requirement – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by residents of the City of Tacoma or local economically distressed areas, whether or not such person is an Apprentice.
- 2. Apprentice Utilization Requirement - Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by Apprentices who reside in the Tacoma Public Utilities service area.

NOTE: Depending on the number of requirements assigned to this project, the requirements could be satisfied concurrently. For example if the prime contractor utilizes individuals who simultaneously meet more than one assigned requirement, such as an apprentice who resides in the City of Tacoma or in a local economically distressed area, then the hours worked by that individual will be applied toward both requirements.

See City of Tacoma – Local Employment and Apprenticeship Training Program section for additional information and LEAP Requirements.

**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 chapters 18.27 RCW, 18.106 RCW, 70.87 RCW, 19.28 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 Equity in Contracting and Local Employment and Apprenticeship Training programs;
12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City's **supplemental criteria** by submitting a written request to the Purchasing Division via email to bids@tacoma.gov 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

BID PROPOSAL AND CONTRACT FORMS

B I D P R O P O S A L

SPECIFICATION NO. ES26-0002F

CENTRAL WASTEWATER TREATMENT PLANT MIXED LIQUOR CHANNEL PIPE REPLACEMENT PROJECT

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-04030-11** 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. All extensions and total amount of bid should be shown. Show unit prices in figures only.
2. Additional information pertaining to the description of the below bid items can be found in **Section 01_11_00 Summary of Work**

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1	Central Wastewater Treatment Plant Mixed Liquor Channel Pipe Replacement Project. Per lump sum.	1	Lump Sum	\$ _____

Base Bid (Subtotal Item Nos.) \$ _____

10.4 %Sale Tax (ItemNos.1) \$ _____

Grand Total (1) \$ _____

SIGNATURE PAGE

CITY OF TACOMA Environmental Services/Science & Engineering

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. ES26-0002F Central Wastewater Treatment Plant Mixed Liquor Channel Pipe Replacement Project

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

Authorized Signatory 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.

Herewith find deposit in the form of a cashier's check in the amount of \$_____ which amount is not less than 5-percent of the total bid.

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

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

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City 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 **March 10, 2026**, 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

Subcontractor Categories of Work

Supplier Name: _____

Spec Number: _____

Project Name: _____

Subcontractor(s) that are proposed to perform the work of: HVAC (heating, ventilation and air conditioning), and/or plumbing, as described in Chapter 18.106 RCW, and/or electrical as described in Chapter 19.28 RCW must be listed below. Proof of License must also be provided. **This information must be submitted with the bid proposal.**

Subcontractor(s) that are proposed to perform the work of structural steel installation and/or rebar installation must be listed below. **This information must be submitted with the bid proposal or within forty-eight hours of the published bid submittal time via email to sendbid@tacoma.gov**

Failure to list subcontractors or naming more than one subcontractor to perform the same work will result in a bid being non-responsive. Contractors self-performing must list themselves below if licensed to perform the work including their specialty license numbers if applicable. General contractor license numbers given for specialty work may result in a non-responsive bid. The work to be performed is to be listed below the subcontractor(s) name.

Subcontractor Name:
(and License Number, if required)

Work to be performed:

Subcontractor Name:
(and License Number, if required)

Work to be performed:

Subcontractor Name:
(and License Number, if required)

Work to be performed:

Subcontractor Name:
(and License Number, if required)

Work to be performed:

Subcontractor Name:
(and License Number, if required)

Work to be performed:

**ES26-0002F STATEMENT OF QUALIFICATIONS FOR
CENTRAL WASTEWATER TREATMENT PLANT MIXED LIQUOR CHANNEL
PIPE REPLACEMENT PROJECT**

The forms shall be completed in their entirety and submitted with the bid package. **Failure to submit the completed forms and meet the requirements as stated in Section 1-08 of the Supplemental Conditions shall be grounds for rejection of bid. The City of Tacoma shall be the sole judge in determining if the prospective bidder meets the minimum experience requirements.**

Contractor shall submit a **Statement of Qualifications (SOQ)** demonstrating relevant experience, qualifications, and capabilities to perform mechanical work for piping demolition and installation work associated with Mixed Liquor Channel Pipe Replacement Project at the Central Wastewater Treatment Plant. Only Contractors with successful record of completing projects involving mechanical systems in active industrial or municipal wastewater facilities will be considered.

Contractor must provide **a minimum of three (3) projects** completed within the past **7 years** that have been in service for **at least one (1) year** demonstrating experience with:

- Each project must have a total contract value greater than **\$600,000**.
- Demolition and installation of piping systems in **industrial or municipal wastewater** treatment plant environments.
- Integration of new piping systems with existing WWTP operations, including shutdowns, tie-ins, and temporary bypass systems.

Contractor (or subcontractor) performing scope of work described in contract documents:

Name: _____

Address: _____

Phone: _____ Contact Person: _____

List successfully completed projects within the last seven years that have been completed and in service for at least one year. Attach additional sheets or use the back of the page, if necessary.

#1 Project Name: _____

Project location: _____

Owner: _____

Contact Person: _____ Phone: _____

Description and Scope of Work: _____

Project Duration: _____

Completion Date: _____

Value of Work Performed: _____

#2 Project Name: _____

Project location: _____

Owner: _____

Contact Person: _____ Phone: _____

Description and Scope of Work: _____

Project Duration: _____

Completion Date: _____

Value of Work Performed: _____

#3 Project Name: _____

Project location: _____

Owner: _____

Contact Person: _____ Phone: _____

Description and Scope of Work _____

Project Duration: _____

Completion Date: _____

Value of Work Performed: _____

**CONTRACTOR ALLOWED TO USE SPACE OR
BACK OF PAGE TO FULFILL SOQ REQUIREMENT**

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and [supplier name as it appears in Ariba, including dbas or trade names] ("Contractor").

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

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

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

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

If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
 1. Contract, inclusive of Appendices A and B.
 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
\$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

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

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

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

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

CITY OF TACOMA:

Signature:

Name:

Title:

CONTRACTOR:

Signature:

Name:

Title:

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

Director of Finance: _____

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

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

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

2. Prevailing Wages

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
 - i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
 - ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
 - iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

3. COPELAND ANTI-KICKBACK ACT

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

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

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

6. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

7. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

8. DEBARMENT AND SUSPENSION

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

10. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

APPENDIX A-1

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

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

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier <i>(i.e., DUNS)</i>	City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i>: \$	(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency	(ix) Total Amount of the Federal Award <i>Committed</i> to the agency \$	
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) Federal Awarding Agency: DEPARTMENT OF THE TREASURY	Pass-Through Entity: City of Tacoma	Awarding Official Name and Contact Information:	
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Method (lump sum payment or reimbursement) REIMBURSEMENT		



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]

Bond No.

That we, the undersigned, [Supplier name]
as principal, and _____
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,
[\$dollar value], plus any applicable taxes, 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. [Enter Spec # Here]

Specification Title: [Enter Spec Title Here]

Contract No. [Enter Contract # Here]

(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. [Enter Reso # Here]
Specification No. [Enter Spec # Here]
Contract No. [Enter Contract # Here]

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: [Supplier name]

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]
Bond No.

That we, the undersigned, [Supplier Name]
as principal, and _____
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of
\$[dollar value], plus any applicable tax, 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. [Enter Spec # Here]

Specification Title: [Enter Spec Title Here]

Contract No. [Enter Contract # Here]

(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 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: [Supplier name]

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for _____
between _____ and the City of Tacoma,
dated _____, 20____, hereby releases the City of
Tacoma, its departmental officers and agents from any and all claim or claims
whatsoever in any manner whatsoever at any time whatsoever arising out of and/or in
connection with and/or relating to said contract, excepting only the equity of the
undersigned in the amount now retained by the City of Tacoma under said contract,
to-wit the sum of \$_____.

Signed at Tacoma, Washington this _____ day of _____, 20____.

Contractor

By _____

Title _____

P A R T I I

GENERAL PROVISIONS

GENERAL PROVISIONS

(Revised October 8, 2024)

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 - NOT REQUIRED ON THIS PROJECT

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 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
Juneteenth	June 19
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.

P A R T III

00_72_00 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:

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- (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.

P A R T I V

**00_73_00 SUPPLEMENTAL CONDITIONS AS MODIFIED BY THE CITY
OF TACOMA**

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SECTION 00 73 00

PART 1 – GENERAL PROVISIONS

1.01 DEFINITIONS

Replace Article H in Section 1.01 with the following City Supplemental Conditions:

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 City Supplemental Conditions:

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 City Supplemental Conditions:

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

Add the following articles to Section 1.01 of Supplemental Conditions:

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

AE. “Base Bid” is the sum stated in the Bid for which the Bidder offers to perform the work described as the base, to which work may be added or deducted for sums stated in Alternate Bids and Unit Prices. The Base Bid does not include Force Account work and taxes.

AF. “Calendar Day” is the 24-hour period from midnight to midnight.

AG. “City” is the City of Tacoma.

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

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

AJ. "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.

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

AL. "Holiday(s)" means the following calendar days: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving, Friday following Thanksgiving, and Christmas.

AM. "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.

AN. "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.

AO. "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.

AP. "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.

AQ. "Provide" means to furnish and install, complete and ready for intended use.

AR. "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.

AS. "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.

AT. "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.

AU. "Utility Owner" is used to describe a service, light, power, water, gas, and telecommunications by a public utility.

1.02 ORDER OF PRECEDENCE

Replace the entire Section 1.02 with the following City Supplemental Conditions:

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. Washington State Department of Ecology Requirements
4. United States Environmental Protection Agency Requirements
5. City of Tacoma General Provisions
6. Supplemental Conditions as modified by the City of Tacoma.
7. General Conditions for Washington State Facility Construction.
8. Amendments to Specifications
9. Specifications – provisions in Division 1 shall take precedence over provisions of any other Division.
10. Drawings – in case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.
11. Construction Documents Appendices.
12. Signed and Completed Bid Proposal Form.
13. Special Notice to Bidders.
14. Advertisement for Bids.
15. Supplemental Documentation.
16. Reference Documents.

1.03 EXECUTION AND INTENT

Replace Section 1.03.2 with the following City Supplemental Conditions:

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;

Add the following paragraph to Section 1.03 of City Supplemental Conditions:

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

1.04 SUBSTITUTIONS

Add the following new Section 1.04 to General Provisions:

Substitutions or manufacturer alternatives may be considered in accordance with the General Provisions, except for items marked "No substitute". References to specific manufacturers, brand names, or model numbers are intended to establish a standard of quality, performance, and function and are not intended to limit competition in the Contract Documents.

Substitutions for equipment or material not included in the Bid Proposal and Specifications will only be allowed by following the procedures listed below:

- A. Approved Equals: Approved equals will be considered in accordance with the General Provisions. Where approved equals are permitted:
 1. Named products establish the standard of quality, performance, and function required.
 2. The Contractor shall submit complete technical documentation demonstrating that the proposed product is equal in quality, durability, performance, compatibility, and warranty.
 3. The determination of equality shall be made by the Owner and shall be final, subject to applicable law.
 4. Failure to provide sufficient documentation may result in rejection without further review.
- B. Substitution Requests Prior to Bid: Requests for approval of substitute materials or products prior to bid shall be submitted in accordance with the procedures for "Approved Equals" in the General Provisions. Any approved substitution prior to bid must be issued by written Addendum. The City's failure to respond to a substitution inquiry shall not be interpreted as approval.
- C. Substitution Requests made after Award of Contract: Requests for approval of substitute materials or products after award of contract shall be submitted in accordance with the procedures for "Approved Equals" in the General Provisions.
 1. The Contractor shall provide such drawings, specifications, samples, manufacturer's literature, performance data, and other information necessary to describe and evaluate the proposed substitution completely. The burden of proof shall be on the Contractor.
 2. The Contractor shall represent that it has investigated the proposed product and that it meets or exceeds all requirements of the specified item. The City's determination of equality shall be final and conclusive.
 3. Any approved substitution after award shall be documented in writing.

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 Section 01 31 50. 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 ten (10) 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 fourteen (14) 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 ten (10) 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 ten (10) 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 DISQUALIFICATION OF BIDDERS

Add the following new Section 1.06 to City Supplemental Conditions:

- A. A bidder may be deemed not responsible and the proposal rejected by the City for any of the following:

1. More than one 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 pre-qualified for the work or to the full extent of the bid;
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 work bid upon;
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 Contractor to properly review the project documents and/or site;
11. Bid Evaluation Submittals are not provided in the time specified;
12. Receipt of addenda is not acknowledged; or
13. Contractor has altered in any form or fashion the City's bid proposal form
14. The bidder fails to submit or properly complete the EIC forms as required in Section 5.20
15. The Bidder fails to submit or properly complete a Subcontractor list
16. There are any other reasons deemed proper by the City.

1.07 AWARD OF CONTRACT

Add the following new Section 1.07 to City Supplemental Conditions:

- 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.

1.08 MINIMUM EXPERIENCE REQUIREMENTS

Add the following new Section 1.08 to City Supplemental Conditions

- A. The Bidder shall submit if required as part of its bid submittal package the necessary information on the Statement of Qualifications Form for the Central Wastewater Treatment Plant Mixed Liquor Channel Pipe Replacement Project to demonstrate compliance with the minimum experience requirements. The City reserves the right to request clarifying or additional information.
- B. The Statement of Qualifications Form for the Central Wastewater Treatment Plant Mixed Liquor Channel Pipe Replacement Project shall be completed in its entirety and submitted with the bid submittal package. **Failure to submit and meet the requirements shall be grounds for rejection of the bid. The City of Tacoma shall be the sole judge in determining if the prospective bidder meets the minimum experience requirements.**
- C. The Bidder shall meet the following minimum experience requirements:

Contractor must provide **a minimum of three (3) projects** completed within the past **7 years** that have been in service for **at least one (1) year** demonstrating experience with:

- Each project must have a total contract value greater than **\$600,000**.
- Demolition and installation of piping systems in **industrial or municipal wastewater** treatment plant environments.
- Integration of new piping systems with existing WWTP operations, including shutdowns, tie-ins, and temporary bypass systems.

1.09 UTILITY COORDINATION

Add the following new Section 1.09 to City Supplemental Conditions:

The Contractor shall coordinate the work with all utilities and other organizations, which have their facilities within the project area. A Utility coordination meeting with all the utility organizations is required prior to the start of construction.

- 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 private locator service to locate private utilities.

1.10 TRAFFIC CONTROL

Add the following new Section 1.10 to City Supplemental Conditions:

- A. All road closures, obstructions, or detours will require approval by the Owner. The Contractor must submit a written request ten (10) days 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 V of the Contract Documents.

Owner as Additional Insured: All insurance coverages shall be endorsed to include the Owner and A/E as an additional insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner and A/E 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 VI 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 V 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. Installation Floater Insurance: Contractor shall obtain all insurance policies, coverages, and terms included in the City of Tacoma Insurance Requirements in Part V of the Contract Documents.

Delete Articles B and C.

2.07 BID DEPOSIT

Add the following new Section 2.07 to Insurance and Bonds:

- A. A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any proposal bond shall be on the Contracting Agency's form and shall be signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify the minimum 5 percent required. The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.
- B. The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

- C. If submitting the Bidder submits their bid electronically, a scanned version of the original bid bond or cashier's check shall accompany their electronic bid submittal. The original bid bond or cashier's check shall be sent to the Contracting Agency and received by the Contracting Agency within 7 calendar days of the bid opening or the bidder may be deemed non-responsive.

Original bid bonds or cashier's check will be delivered to:

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
3628 S 35th St
Tacoma, WA 98409

- D. If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

PART 3 – TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

Add the following Articles to Sections 3.01 of Time and Schedule

- A. Contract Time for this project shall be **150 Calendar Days** following the issuance of the Notice To Proceed.
- B. Time for Physical Completion shall be 30 Calendar Days following the issuance of Substantial Completion.
- C. Preliminary Shop Drawings shall be submitted within 14 Calendar Days prior to procurement of the material.

3.02 CONSTRUCTION SCHEDULE

Replace Article C Section 3.02 with the following City Supplemental Conditions:

- C. Owner comments on Progress Schedule: Owner shall return comments on the preliminary Progress Schedule to Contractor within 7 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.

Replace Section 3.02.D with the following City Supplemental Conditions:

- D. Submit a revised Progress Schedule that includes a three (3) week ahead scheduled work with each pay application, or as directed by the City, indicating but not limited to:
1. Actual starts and finishes of activities and changes in slack or float, lags and leads for each item;
 2. Percent complete

Content of each revised Progress Schedule shall be the same information required in Section 3.02.D above, and include the following:

1. Problem areas; anticipated delay; and impact of these on Schedule.
2. Report corrective action taken, or proposed, and its effect.
3. Should actual progress fall more than one (1) week behind the progress identified in the Target Schedule, the Contractor shall explain the cause and will take the necessary steps to alter the construction schedule to comply with the Contract Completion date.

Payment will not be made until Progress Schedule revisions are up to date and accurate.

3.05 DELAY

Replace the entire Section 3.05 with the following City Supplemental Conditions:

- A. Avoidable delays in the prosecution or completion of the Work shall include all delays 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 City's review of submittals,
 2. Collecting survey/field/analytical information,
 3. Site management and coordination,
 4. Measurements and inspections,
 5. Subcontractor management, and
 6. Such interruptions as may occur in the prosecution of the Work on account of the reasonable interference of other Contractors employed by the City, 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 includes, but is 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. Orders issued by the Owner, changing the amount of Work to be accomplished in excess of 25% per single change.
 7. 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 City as provided in Section 7.02 of the General Conditions. The City may determine whether the delay is to be considered avoidable or unavoidable ("Force Majeure"), 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 City, 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 City, 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 have been called to the attention of the City in writing as per Section 7.02 at the time of their occurrence, and later found by the City to have been unavoidable. The Contractor shall make no claims that any delay not called to the attention of the City, in writing, at the time of its occurrence has been an 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 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 City are avoidable delays, shall in no way operate as a waiver on the part of the City of its rights under this Contract.

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

Section 3.07.A is supplemented with the following:

- 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, inspections, and supervision. Accordingly, the Contractor agrees:
 - a. To Pay (according to the following formula) liquidated damages for each calendar day beyond the number of days established for milestone or substantial completion, and
 - b. To authorize the City to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula:

$$LD = 0.15C/T$$

Where:

LD = liquidated damages per calendar day (rounded to the nearest dollar)

C = original contract amount

T = original time for physical completion

5. When the contract work has progressed to the extent that the City has full use and benefit of the facilities, 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 of 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 date so established, the formula for liquidated damages as shown above will not apply. 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 actual final completion date of all the contract work. The Contractor shall complete the remaining work as promptly as possible.

3.08 SUSPENSION OF WORK

Add Section 3.08 to City Supplemental Conditions:

- A. The City may order suspension of all or any part of the work if the Contractor does not comply with the contract or the City's orders.
- B. When ordered by the City to suspend or resume work, the Contractor shall do so immediately.
- C. If the work is suspended for reason (A) above, the period of work stoppage will be counted as calendar days maintaining the original contract completion requirement. 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 Contracting Agency in the administration of the Contract, or by failure to act within the time specified in the Contract (or if no time is specified), the City 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 Contracting Agency, the Contractor shall immediately submit a written request for equitable adjustment to the Engineer as provided in Section 7.02. No adjustment shall be allowed for any costs incurred more than 7 calendar days before the date the Engineer 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 within 14 calendar days of end of the delay. The Contractor shall keep full and complete records of the costs and additional time of such suspension, delay, or interruption and shall permit the Engineer to have access to those records and any other records as may be deemed necessary by the Engineer to assist in evaluating the protest.

- F. The City 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. Contractor shall notify surety of all claims and provide evidence to Owner that surety has been advised.

3.09 MAINTENANCE DURING SUSPENSION

Add Section 3.09 with City Supplemental Conditions:

- A. Before and during any suspension (as described in Section 3.08) the Contractor shall protect the work from damage or deterioration. Suspension shall not relieve the Contractor from anything the Contract requires unless this section states otherwise.
- B. 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 Section 3.10 to City Supplemental Conditions:

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.

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.

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.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within ten (10) calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of two (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 Section 4.03.E with City Supplemental Conditions:

- E. Contractor to submit Shop Drawings electronically: Unless otherwise provided in Division 1, Contractor shall submit to Owner for approval Shop Drawings electronically through e-Builder.

Add Section 4.03.F with City Supplemental Conditions:

- F. The Contractor shall provide a submittal schedule with dates for Shop Drawings within 10 Calendar Days of issuance of Notice To Proceed.

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

Add Section 4.05.E with City Supplemental Conditions:

E. The Contractor may pick up, at their own cost, additional plans and specifications from ARC at 632 Broadway, Tacoma, Washington 98402 or by going to <http://www.nwcontractorsnetwork.com>.

PART 5 – PERFORMANCE

5.02 PERMITS, FEES AND NOTICES

Replace Section 5.02.A with the following:

- A. The City will obtain all necessary building permits and transfer ownership to the Contractor upon Award. The actual cost of the general building permit shall be paid directly to the permitting agency by the City. The Contractor is responsible for obtaining right-of-way construction permits.

5.04 PREVAILING WAGES

Add Section 5.04.H with City Supplemental Conditions:

- 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.
 - 1. The Contractor and all subcontractors shall promptly submit to the City certified payroll copies if requested, with the second pay application.
 - 2. The City of Tacoma reserves the right to withhold payment if the Contractor does not provide copies of Certified Payroll with each application of payment.

5.07 SAFETY PRECAUTIONS

Replace Section 5.07.A with City Supplemental Conditions:

- 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 City's representative prior to the initial scheduled construction meeting.
 - 2. Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by 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 City 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 City or A/E to prescribe safety conditions relating to employees, public, or agents of the Contractors.
6. All construction personnel shall wear highly visible reflective vests and hardhats while on North End Wastewater Treatment Plant (NETP) property.

5.10 UNFORESEEN PHYSICAL CONDITIONS

Replace Section 5.10.A with City Supplemental 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 no later than 1 Day after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.

5.15 TESTS AND INSPECTION

Replace Section 5.15.A and 5.15.B with City Supplemental Conditions:

- A. The City will enlist and pay for the services of a qualified testing agency to provide quality control, third party testing, and special inspection services as stated specifically in Division 01 and Technical Specifications of the Project Specifications. All other testing or inspecting shall be by Contractor's Third-Party Agency and paid for by Contractor.
- B. Tests and Inspections shall include the following minimum requirements:
 1. Preparatory Inspection (pre-installation meetings): This shall be performed prior to beginning any work and shall include:
 - a. A review of applicable specifications;
 - b. A review of the Contract plans;
 - c. A check to ensure that all materials and/or equipment have been tested, submitted and approved;
 - d. A check to ensure that provisions have been made to provide control inspection and testing;
 - e. Examination of the work area to ensure that all required preliminary work has been completed and is in Contract compliance;
 - f. A physical examination of required materials, equipment and

- sample work to ensure conformance with approved shop drawings or submitted data, and are properly stored;
- g. Discussion of procedures for constructing the work, including repetitive deficiencies, construction tolerances and workmanship standards specified in the documents.
- 2. Initial Inspection: This shall be performed as soon as work begins on a definable feature of work and the following shall be accomplished:
 - a. A check of preliminary work to ensure that it is in Contract compliance and review of the preparatory meeting minutes;
 - b. Verification of full Contract compliance and verify that required control inspection and testing is underway;
 - c. Resolve all differences;
 - d. This inspection phase shall be repeated for each new crew on site performing the work, or any time standards are not being met.
- 3. Follow-Up Inspections: These follow-up inspections shall be performed daily to ensure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The City or City's representative may require joint Contractor inspections at any time and on a periodic basis to evaluate the effectiveness of the quality control system.
- 4. Tests: All operation and acceptance tests, where specified, are to be performed to verify control measures are adequate.
 - a. Costs for re-testing work that was previously tested but did not meet the requirements for the work shall be the responsibility of the Contractor.

5.17 CLEAN UP

Add the following provision to Section 5.17:

Contractor shall supply and maintain appropriately sized container for storing waste materials and bear all costs for storage, transportation, and disposal.

5.20 SUBCONTRACTORS AND SUPPLIERS

Replace Section 5.20.B with City Supplemental Conditions:

- B. The Contractor shall submit the Request for Sublet Form provided by the City of Tacoma for every subcontractor used on the project prior to construction. Contractor shall not utilize any subcontractor or manufacturer to whom the City has a reasonable objection, and shall obtain City's written consent before making any substitutions or additions.

Add Section 5.20.F, 5.20.G, 5.20.H, 5.20.I with City Supplemental Conditions:

- F. The LEAP and EIC Programs have 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 LEAP Program for Public Works Contracts pursuant to City of Tacoma Municipal Code Chapter 1.90. The primary goal for this program is to provide an opportunity for City of Tacoma and Economically Distressed Areas of the Tacoma Public Utilities Service Areas residents to acquire skills, enter Apprenticeship Programs, and perform work that provides living wages.
 - 2. 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 goals for their utilization in public Contracting.

- G. The Contractor shall not subcontract work unless the City 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:
 - a. Relieve the Contractor of any responsibility to carry out the Contract;
 - b. Relieve the Contractor of any obligations or liability under the Contract and the Contractor's bond;
 - c. Create any Contract between the Contracting Agency and the subcontractor; or
 - d. Convey to the subcontractor any rights against the Contracting Agency.
- H. The Contracting Agency will not consider the following as subcontracting:
 - a. 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
- I. If City 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, City will by written notice so notify Contractor. Contractor shall then take immediate steps to rectify and correct the situation. If City 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.

5.21 WARRANTY OF CONSTRUCTION

Add Section 5.21.D with City Supplemental Conditions:

- D. Warranties shall commence upon issuance of Substantial Completion.

5.23 ADJACENT PROPERTIES AND FACILITIES

Add Section 5.23 with City Supplemental Conditions:

- A. Contractor shall be responsible for negotiations of any waivers or alternate arrangements required to enable transportation of materials to the site at the Contractor's expense. The Contractor shall provide City with any written agreements as a matter of record only.
- B. Maintain conditions of access road to site such that access is not hindered as the result of construction related deterioration.

PART 6 – PAYMENTS AND COMPLETION

6.02 SCHEDULE OF VALUES

Add Section 6.02 with City Supplemental Conditions:

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 materials in excess of \$2,500.00. The total for all progress payments shall not exceed the Contract Sum, as may be adjusted by Change Orders. The General Contractor shall provide a schedule of values for Lump Sum bid items for review and acceptance.

The General Contractor shall be required to submit signed lien waivers by Corporate Office for all parties. The General 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 City provision:

- 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 City provision:

- 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

Add Section 6.04.E with City Supplemental Conditions:

- E. Taxes.

Unless otherwise required in this Specification, applicable federal, state, city and local taxes shall be included in the submittal as indicated below. 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

The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If the Respondent fails to include applicable tax in its submittal, then Respondent 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 Respondent'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 Respondent'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 Respondent 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 <https://tacoma.gov/government/departments/finance/taxes-and-licenses/>

4. Any or All Other Taxes

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

6.05 PAYMENTS WITHHELD

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

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 Section 6.07.A with City Supplemental Conditions:

- A. The prerequisites for issuance of a Certificate of Substantial Completion by the City are as follows:
 1. Submit 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. Coordinate with the City for changeover of all insurance coverage.
3. Submit all warranties, guarantees, maintenance agreements, and workmanship/warranty bonds as required by the Contract Documents.
4. Deliver all tools, spare parts, "Attic Stock" and other deliverables to the City as required by the Contract Documents.
5. Submit Record Drawings and Record Specifications as required by the Contract Documents
6. Perform all work as required to obtain a Certificate of Occupancy.
7. Punch List Procedures
 - i. Prior to Substantial Completion (approximately 15 calendar days) Contractor provide its own initial Punch List (List of Deficiencies) for the Owner's review. Owner and Engineer on Record shall review and make edits as they deem appropriate. The List of Deficiencies will be sent back to the Contractor for the Contractor to perform the work. The Contractor must complete the work in a satisfactory manner before the Owner will accept.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

Add Section 6.09.A with City Supplemental Conditions:

- A. Final Completion shall be the same as Physical Completion.

Add Section 6.09.D with City Supplemental Conditions:

D. Prerequisites for Final Acceptance

1. Obtain the City's written approval that all items on the List of Deficiencies as prepared by the Contractor have been completed.
2. Submit consent of Surety. Provide the standard form of the surety company or submit consent using the AIA Document G-707 form.
3. Submit revised Record Drawings and Record Specifications, as needed.
4. Complete final clean up and repair of items damaged during construction.
5. Reinsertion Procedure
 - i. Upon receipt of the Contractor's Notice that work on the List of Deficiencies has been completed, the City will visit the site to determine if the work has progressed to an acceptable level of quality justifying a final inspection. If Contractor's work is acceptable and complete the Owner shall issue written acceptance of corrections so stated on List of Deficiencies.

PART 7 – CHANGES

7.01 CHANGE IN THE WORK

Replace Section 7.01.B with City Supplemental Conditions:

- B. If City 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 ten (10) days of the request from City, 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 Section 7.01.E with City Supplemental Conditions:

- 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.

Add Section 7.01.G with City Supplemental Conditions:

- 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 entries to which the Contractor shall include in said log.
 - 2. The City reserves the right to include and exclude as many Requests for Proposals and or Change Order Proposals into one Change Order as the City determines is in its best interest.

Add Section 7.01.H with City Supplemental Conditions:

- H. Unauthorized Direction and Changes in the Work

The Contractor shall take full responsibility for all costs, delays, rework, and impacts to the Work resulting from any direction, instruction, clarification, or request for changes that is not issued in writing by the City's authorized Project Manager and Construction Manager, or otherwise executed through a formal Change Order or Construction Change Directive in accordance with the Contract Documents.

The Contractor shall not rely upon, nor act upon, direction provided by City staff, consultants, inspectors, or other representatives who are not expressly identified in the Contract Documents as having authority to modify the Work, the Contract Sum, or the Contract Time.

Any Work performed, materials furnished, or services provided by the Contractor based on unauthorized direction shall be deemed to be performed at the Contractor's sole risk and expense and shall not be grounds for an adjustment to the Contract Sum or Contract Time.

The City shall have no obligation to compensate the Contractor for Work performed without proper authorization, regardless of whether the Work is subsequently incorporated into the Project.

7.02 CHANGE IN THE CONTRACT SUM

Replace Section 7.02.A.2(b) and (c) with City Supplemental Conditions:

- (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 3 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.

Replace Section 7.02.B.4 with City Supplemental Condition:

- 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 City Supplemental Conditions:

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.

Replace Section 7.02.B.7.d with City Supplemental Conditions:

- 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. 1% for Contractor: For Contractor, 1% of direct labor costs.
 2. 2% for Subcontractors: For Subcontractor, 2% if direct labor costs.

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

Replace Section 7.02.B.7.g(1) with City Supplemental Conditions:

1. Contractor / Subcontractor markup for self-performed Work for Profit: For Contractor or Subcontractor of any tier for work performed by their forces, 5% of the cost developed in accordance with Section 7.02B 7a.-e.

Replace Section 7.02.B.7.g(2) with City Supplemental Conditions:

2. Contractor / Subcontractor markup for Work performed at lower tier for Profit: For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 5% of the subcontract cost developed in accordance with Section 7.02.B.7.a-h.

Replace Section 7.02.B.7.h(1) with City Supplemental Conditions:

1. Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order shall not exceed 1%; and

Replace Section 7.02.B.7.h(2) with City Supplemental Conditions:

1. Payment and Performance Bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work shall not exceed 1.5%.

Add Section 7.02.D.4 with City Supplemental Conditions:

4. Subcontractor and lower tier subcontractor proposals to the Contractor for time and material Work shall include all direct costs

plus overhead, profit, taxes, bond, and insurance costs, calculated as provided in Section 7.02B.

7.03 CHANGE IN THE CONTRACT TIME

Replace Section 7.03.B.2 with City Supplemental Conditions:

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 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 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 City Supplemental Conditions:

3. Contractor to provide supplemental information: Within 3 days of the occurrence of the event giving rise to the request, unless City 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 7.03.B.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 City. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent City's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

Replace Section 7.03.D.4.a with City Supplemental Conditions:

- a. Non-productive supervision or labor: cost of Contractor and its crews specifically assigned to the project. Home office cost is not allowed.

Delete section 7.03.D.4.b in its entirety.

Replace Section 7.03.D.4.c with City Supplemental Conditions:

- c. Temporary facilities or equipment rental: cost of temporary facilities or equipment rental extended because of the delay, at invoiced cost, no mark-ups allowed.

Replace Section 7.03.D.4.d with City Supplemental Conditions:

- d. Insurance premiums: cost of insurance by invoice extended because of the delay

Replace Section 7.03.D.e with City Supplemental Conditions:

- e. 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 Section 7.03.E with City Supplemental Conditions:

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 seven (7) days of discovery.

7.04 DELETED OR TERMINATED WORK

Add the following new Section 7.04 with City Supplemental Conditions:

- 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 to or as determined by the City 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.
- 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 City shall determine the equitable adjustment for Contract Time.
- C. Acceptable materials ordered by the Contractor or delivered on the Work prior to the date the Work was terminated or deleted by the City, will either be purchased from the Contractor by the City at the actual cost and shall become the property of the City, or the City will reimburse the Contractor for the actual costs connected with returning these materials to the Manufacturers.
- D. If Agreement is terminated prior to the Notice to Proceed, no cost will be incurred by either party.

PART 8 – CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

Replace Section 8.01.B with City Supplemental Conditions:

- B. Claim filing deadline for Contractor: Contractor shall file its Claim within 15 days from Owner's final offer made in accordance with paragraph 7.01E, or by the date of Substantial Completion, whichever occurs first.

Replace Section 8.01.C.6 with City Supplemental Conditions:

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

Replace Section 8.01.D.1 and 8.01.D.2 with City Supplemental Conditions:

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

Add the following Section 8.01.G with City Supplemental Conditions:

- G. 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 Section 8.02.B with City Supplemental Conditions:

- B. Filing of Notice of 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 for 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.

8.03 CLAIMS AUDIT

Add Section 8.03.B with City Supplemental Conditions:

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

8.04 AUDIT

Add the following new Section 8.04.A with City Supplemental Conditions:

- A. At such times as City deems necessary for reasonable cause, Contractor shall permit the City 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 City selects. At City's request, Contractor shall supply City with, or shall permit City 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 with City Supplemental Conditions:

- H. If the Contractor defaults, fails, or neglects to carry out the Work in accordance with the Contract Documents, the City may give written notice to cure the problem within fourteen (14) days. If the problem is not cured or the City determines the effort for correction is inadequate within this time, the City may give a second notice to cure within seven (7) days. If the problem is not cured within this time, the City may issue a notice to terminate for cause, which shall be effective immediately upon issuance.
- I. The City 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 City 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 City. 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 City.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

Add Section 9.02.E with City Supplemental Conditions:

- E. This Contract may be terminated by the City upon written notice to the Contractor in the event the City determines that such termination is in the best interest of the Contracting Agency. If such termination occurs, cost incurred by the Contractor for any bid/proposal preparation prior to award of contract is the sole responsibility of the Contractor. The City shall only pay the Contractor for work completed and materials or equipment delivered after Notice to Proceed as previously approved by the City.

PART 10 – MISCELLANEOUS PROVISIONS

No provisions were made by the City of Tacoma.

END OF SUPPLEMENTAL CONDITIONS

PART V

INSURANCE REQUIREMENTS



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form **Both** CG 20 10, or CG 20 26, or CG 20 33, **10 01 Editions**, or
 - 1.3.7. CG 20 38 04 13 or the equivalent
 - 1.3.8. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements (Additional Insured, Waiver of Subrogation, Primary and non-contributory) specifically issued by the insurance carriers evidencing coverage on the certificate
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

City of Tacoma Department must be shown on the Certificate of Insurance.

- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to coi@tacoma.gov.
- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@tacoma.gov.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies or products. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement) and/or Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

3.2 Workers' Compensation

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

3.3 Employers' Liability Insurance

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

3.4 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

3.5 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work. Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract, may be a required coverage depending on course and scope of the contract.

3.6 Installation Floater Insurance

Contractor shall maintain during the term of the Contract, at its own expense, Installation Floater Insurance covering Contractor's labor, materials, and equipment to be used for completion of the work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract improvements.

3.7 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

P A R T V I

TECHNICAL SPECIFICATIONS

CITY OF TACOMA
CENTRAL WASTEWATER TREATMENT PLANT MIXED LIQUOR CHANNEL PIPE
REPLACEMENT PROJECT

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DIVISION 01

GENERAL REQUIREMENTS

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SECTION 01_11_00

SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

- A. General work included in this section:
 - 1. Furnish all labor, materials, tools, equipment, and supervision required in accordance with provisions of the Contract.
 - 2. Completely coordinate with work of all other trades.
 - 3. Although such work may not be specifically indicated, furnish and install all miscellaneous items incidental to or necessary for the complete and functional installation of the work.
- B. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Sections, apply to this Section.

1.02 SUBMITTALS

- A. General: Submit the following in accordance with the Conditions of Contract and Section 01_33_00 - Submittal and RFI Procedures:
 - 1. Contractors Work Plan with associated time requirements.
 - 2. Site Utilization Plan.

1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Removal and replacement of two (2) existing 4" spray water lines, 8" low pressure air mixing system, polymer system, and poly-aluminum chloride (PAC) coagulation system that service the 320' long mixed liquor channel as shown in the contract documents.
- B. Project Information:
 - 1. Name of Project: CENTRAL TREATMENT PLANT MIXED LIQUOR CHANNEL PIPE REPLACEMENT PROJECT.
 - 2. Project Site Address: Located within Central Wastewater Treatment Plant Facility, 2201 E Portland Ave, Tacoma, WA 98421.
 - 3. Owner: City of Tacoma, Environmental Services, Science and Engineering.
- C. The scope of work generally consists of providing all work as described per the plans and specifications to complete all general, civil, structural, and mechanical under a single contract for the construction of the CENTRAL TREATMENT PLANT MIXED LIQUOR CHANNEL PIPE REPLACEMENT PROJECT for the Base Bid(s) as set forth in these Contract Documents, as awarded.
- D. The Contractor is responsible for coordinating the Work across all relevant trades and specification divisions. In the event of a conflict between this Section and

technical specifications, the more stringent requirement shall apply unless otherwise approved by the Owner

- E. **Description of Bid Items:** Payment for the various items on the Bid Proposal, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto and including all costs of compliance with the regulations of public agencies having jurisdiction, including safety and health requirements of the OSHA.

Indirect cost such as supervision and overhead, profit, and the general conditions specified in the Contract, all shall be allocated to each bid items as applicable for work defined in the Bid Items. No separate payment will be made to the Contractor for these items: **Payment shall be Lump Sum.**

Bid Item #1 - Central Treatment Plant Mixed Liquor Channel Pipe Replacement Project.

The Work includes, but is not limited to, furnishing all labor, equipment, materials, and incidentals necessary to complete all activities associated with the CENTRAL TREATMENT PLANT MIXED LIQUOR CHANNEL PIPE REPLACEMENT PROJECT, as shown on the Contract Drawings and specified in the Contract Documents. Refer to applicable technical specification sections and drawings for complete product and installation requirements.

The Contractor shall perform, but not be limited to, the following:

Demolition and Removal per plan and specifications:

- Removal and disposal of existing 4" spray line, 8" low pressure airline, and the PAC/Hypochlorite/Polymer lines.
- Removal and disposal of all associated piping and valves.
- Removal and disposal of all associated mounting brackets and anchors for piping that is demoed.
- Removal and disposal of existing electrical appurtenances.

Yard Water Spray System per plan and specifications:

- Install and maintain temporary spray water system during construction.
- **Main Header:** Use 316 SS, Schedule 10S, roll grooved, with Victaulic grooved fittings. These meet ASME B31.3 and handle up to 300 psi/2068 kPa
- **Roll Grooving Tooling:** Use RX grooving rolls for Schedule 10S stainless steel for proper groove profile.
- **Sprayer Connections:** 1" schedule 40 threaded SS with FIP ball valves – standard and appropriate.

Low Pressure Air Mixing System per plan and specifications:

- Install and maintain temporary Low-Pressure Air Mixing System
- **Diffusers:** Use like-in-kind 24" Sanitaire linear stainless diffusers.
- **Headers & Piping:** Keep header sizing and reducers, use 8" Schedule 10 threaded SS piping out to each sparger, with FIP ball valves, tees with bushings, and two 3/4" diffusers.

PAC Dosing System per plan and specifications:

- Replace CPVC piping in the utility corridor and Mixed Liquor channel.
- Replace PAC dosing sparger at Mixed Liquor channel head.
- Paint all exterior PVC plumbing using latex paint per City standards and Chemical Identification color code.

Polymer Dosing System per plan and specifications:

- Same as PAC dosing system: replace CPVC piping with matching diameters, reinstall discharge outlet with CPVC ball valve at each ML channel manway bridge, and using latex paint per City standards and Chemical Identification color code.

Pipe Realignment and Replacement per plan and specifications:

- Replace existing 4" spray water line, 8" low pressure airline, and PAC/Hypo/Polymer lines servicing the 320' mixed liquor channel.
- **Pipe alignment must be modified to enhance safety** — coordinate with structural engineer to update support schemes and ensure ergonomic and safe clearances.

Site Restoration per plan and specifications:

- Restoration of all disturbed areas to pre-construction condition or better.

1.04 ACTIVITIES BY OTHERS

- A. Activities by others which may affect performance of the work include those defined in Section 01_14_00 - Work Restrictions:
 - 1. Maintenance: Owner may elect to perform maintenance activities at the Central Treatment Plant. Owner will provide notice to Contractor.
 - 2. Work, as needed, by Utilities.
- B. Schedule the Work with Owner, Utilities, and others to minimize mutual interference.
- C. When cooperation fails, submit recommendations to Owner and comply with Owner's determination as acceptable modifications to perform Work.

1.05 USE OF TYPICAL DETAILS

- A. The Typical Details provided in the plan set constitute Contract Documents for use by the Contractor to complete the Work. These Typical Details provide the standard design features, materials, and installation basis for specific items of Work whether its specific use is expressly identified at each location to complement the Contract Drawings.

1.06 COORDINATION OF WORK

- A. Contractor shall have a preconstruction video made that records the project sites (with the Owner present), including all concrete, structures to be demolished, and existing structures and facilities that are to be modified:
1. The flash drive shall be turned over to Owner prior to beginning construction activities.
 2. The format of the video file on the flash drive shall be 1 file that can be played on a desktop in the windows media player.
 3. The video shall clearly identify existing site and structural conditions prior to construction.
- B. Photographic documentation in accordance with Section 01_34_00 - Photographic Documentation.

1.07 MILESTONES

The following defines specific milestone dates which shall be adhered to and are the last acceptable dates unless modified in writing by the Owner and Contractor. See Section 01_12_00.1.02 for completion dates.

Milestones	Activity
1	Submit all submittals for approval in accordance with Section 01_33_00 – Submittal and RFI procedures.

2	The Mixed Liquor Channel shall be fully restored to operable condition and placed into service, with all temporary piping systems removed. The Contractor shall complete all work necessary to restore safe and accessible operation of the mixed liquor channel to the Owner, in accordance with the Contract Documents. Piping alignment shall be modified as required to meet safety and accessibility requirements, as detailed in the project plans and specifications. All supports, fittings, valves, and accessories shall be installed and secured for reliable, long-term operation. Completion of this milestone shall indicate that the permanent systems are in place, tested in accordance with the Contract Documents.
3	Complete all remaining construction and site restoration.

No milestone shall entitle the Contractor to any portion of the retainage. The City will hold all retainage until final acceptance.

1.08 CONTRACTOR USE OF PREMISES

- A. General: The Contractor shall limit their use of the premises to the work indicated.
 - 1. Use of the Site: Confine operations at the site to the areas permitted under the Contract and as shown in the Drawings. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.
 - a. Keep existing driveways and entrances always serving the premises clear and available to the Owner and their employees/contractors/visitors and emergency vehicles. Do not use these areas for parking or storage of materials.
 - b. Confine stockpiling of materials to the areas defined by Owner. If additional storage is necessary, obtain and pay for such storage off-site.
 - c. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave vehicles or equipment unattended with the motor running or the ignition key in place.
- B. See Section 01_14_00 - Work Restrictions for additional information.

1.09 MISCELLANEOUS PROVISIONS

- A. Stored Products:
 - 1. Contractor will assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
 - 2. Contractor will move any stored products, under Contractor's control, interfering with operations of the Owner or separate Contractor.

- B. Conflicts and Omissions in Drawings and Specifications:
 - 1. The Contractor shall immediately bring to Owner's attention any conflicts and omissions between the Drawings and Specifications and actual site conditions. The Contractor shall be familiar with the site and conditions thereon. Corrections in conflicts may be included within the addenda, which form an integral part of the Contract Documents.
- C. Subcontractor Instructions:
 - 1. The General Contractor shall incorporate requirements of Division 00, Division 01 and the work of Sections related to their own work into the subcontractor's contract. Instruct them that Division 0 and Division 1 conditions and requirements apply to their work in each Section of the technical specifications. Contractor to provide subcontract agreements for review.

1.10 UTILITIES

- A. Contractor shall pay and is responsible to locate and protect all existing utilities and then contact utility involved.
- B. Existing Utilities: Contractor shall exercise reasonable care to prevent damage to existing utilities. At Contractor's expense, contact utility companies if damage to utility is known, if not known immediately repair, restore or relocate utilities damage during construction. Contractor shall not leave site until repairs have been accomplished.
- C. Coordination of Utility Service Requirements: Coordinate all utility service requirements with serving utility companies including, but not limited to, power, telephone, cable TV, water and sanitary sewer service. Observe specification standards, written details, and sketches showing equipment locations and dimensions as indicated by the utility company. Coordinate scheduling of utility company work with all other trades.
- D. Coordinate the Work with various utilities within Project limits. Notify applicable utilities prior to commencing Work, if damage occurs, or if conflicts or emergencies arise during Work.
- E. If the Contractor plans to perform work within 10 feet of any utility pole or other electric or water utility structure owned by the City of Tacoma, the Contractor shall contact the City of Tacoma, Department of Public Utilities, telephone number 593-8353 and arrange for an inspection before proceeding. The Contractor shall perform, at the Contractor's expense, such additional work as is required to protect the pole or structure from subsidence. The Contractor may be directed to suspend work at the site of any such excavation until such utility structures are adequately protected.

1.11 CODES AND ORDINANCES

- A. All work of this Contract is to comply with all local, state, and federal codes and ordinances as applicable. In general, the project shall comply with the latest editions of the International Building and Fire Codes (with State of Washington and City of Tacoma adopted amendments), General Conditions for Washington State Facility

Construction Standard Specifications, the State of Washington Barrier Free Code, Uniform Plumbing Code, National Electrical Code, Washington State Department of Ecology.

B. Non-Residential Energy Code, Department of Ecology, and the Environmental Protection Agency:

1. The Contractor shall maintain copies of these codes and ordinances at the job site construction office as required by the Owner, they can be used by construction personnel, Owner, architect, and building inspectors.

1.12 WASTE DISPOSAL

- A. It is the Contractor's responsibility to pay and dispose of all waste material offsite.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01_12_00

WORK SEQUENCE

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Work sequence and constraints.
- B. Related Sections:
 - 1. Section 01_31_13 - Project Management and Coordination.

1.02 COMPLETION DATES

- A. Achieve Milestone 1 Completion by 14 days after the effective date of Notice to Proceed.
- B. Achieve Milestone 2 Completion by January 5, 2027
- C. Achieve Milestone 3 Completion by January 26, 2027
- D. Achieve Final Completion, including all physical work and documentation, no later than 15 days following Substantial Completion or 150 days after the effective date of Notice to Proceed, whichever occurs earlier.

1.03 SUBMITTALS

- A. General: Submit the following in accordance with the Conditions of Contract and Section 01_33_00 - Submittal and RFI Procedures.
- B. Within fourteen (14) Calendar days after receipt of Notice to Proceed and prior to any onsite Work by the Contractor, the Contractor shall develop and submit to the Owner for review a Phasing Plan.
- C. Submit schedule of values for each phase called out in Paragraph 1.06 - Phasing.

1.04 SEQUENCING

- A. Sequence construction to minimize impact to the daily operations of the Central Treatment Plant work in accordance with the plan provided.
- B. The general priority to the sequence of work shall be:
 - 1. Verify and measure material and notify Owner of any discrepancies in design.
 - 2. Verify and measure the existing conditions for dimensions and verify all measurements for Contractor ordered material.
 - 3. Submit all required shop drawings and material submittals in accordance with Section 01_33_00, including but not limited to: piping (spray water line, low-

- pressure airline, PAC/Hypo/Polymer lines), anchors, valves, fittings, gaskets, stairs/ platform system, and structural/miscellaneous steel.
4. Request permission from the City 14 Calendar days in advance of any activities that have the potential to disrupt City's or 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 Central Wastewater Treatment Plant.
 5. Verify with City all assets to be protected during construction.
 6. Mark work limits.

1.05 SCHEDULING

- A. Refer to Section 01_14_00 - Work Restrictions.

1.06 PHASING

- A. The City of Tacoma has established the listed phasing plan as a general outline for estimating purposes. The Contractor may submit an alternative approach for review and acceptance upon award of contract. This phasing plan is a general description of the anticipated work, and the work shall be as shown in the contract drawings and/or as described within the applicable specification sections whether listed here or not.
- B. The Contractor shall complete work for the Central Treatment Plant Mixed Liquor Channel Pipe Replacement Project in accordance with the following while adhering to all Work Constraints further identified in Section 01_14_00 - Work Constraints.
 1. **Phase 1 – Preconstruction**
 - Verify all measurements before procurement. Discrepancies shall be at Contractor's expense.
 - Procure new piping, valves, supports, stairs/platforms, and structural components.
 2. **Phase 2 – Demolition**
 - Coordinate with treatment plant to take systems offline; provide bypass where required, demolish existing systems as shown.
 3. **Phase 3 – Construction**
 - Install new piping, valves, fittings, and supports.
 - Verify installation per manufacturer's instructions.
 - Pressurize and test system.
 4. **Phase 4 – Restoration**
 - Restore landscaping and surrounding areas to preconstruction condition or better.

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:
 - 1. Use of premises.
 - 2. Work restrictions.
 - 3. Use of Premises
 - 4. Site security.
 - 5. General constraints on work and scheduling of work.

1.02 USE OF PREMISES

- A. Use of Site: Do not disturb portions of site beyond areas in which the Work is indicated.
- B. Contractor shall limit all construction activity to designated work areas shown in the Drawings. Any expansion requires prior written Owner approval.
- C. Limits: Confine construction operations to area designated by the Owner after award.
- D. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, facility customers, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- E. Schedule deliveries to minimize use of driveways and entrances.
- F. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- G. Parking areas: Do not use employee parking areas for storage of materials.
- H. Hours of Work: Except in case of emergency or otherwise approved by the Owner.
 - 1. Allowable normal work hours are 7 a.m. to 5 p.m. Monday through Friday. Permission to work between the hours of 5 p.m. and 7 a.m. or on weekends must be approved by Owner.
 - 2. The contractor shall immediately contact the City of Tacoma Operations Desk 24-hour phone line at 253-591-5595 in the event of any wastewater spill or other emergency.
- I. Contractor shall secure Noise Variance permit for all work generating sound levels in excess of increase in total sound level above the ambient sound level: from hours of 7:00 a.m. to 5:00 p.m. (10 dBA), from 5:00 p.m. to 7:00 a.m. (5 dBA).

1.03 PUBLIC EXCLUSION ZONES

- A. The Contractor shall post appropriate signs delineating the construction areas in a format acceptable to the Owner:
 - 1. Comply with sound safety practices, regulations, and company policies to ensure the highest degree of public safety and protection.
 - 2. 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.
 - 3. The required signage shall meet the requirements and be located and installed consistent with the instructions provided by the Owner.
 - 4. The signage is required to be moveable in response to daily work activities.
 - 5. Provide high visibility tape and barricades.
 - 6. Maintain posted signs in good serviceable condition.
 - 7. Replace damaged or missing signs promptly.
 - 8. 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.
 - 9. Remove and store exclusionary devices inside designated laydown areas indicated on the Drawings during periods when the facility is closed.

1.04 ACCESS TO SITE

- A. Coordinate with Central Treatment Plant Operations and maintenance personnel 14 calendar days prior to mobilization, demobilization, and periods of moderate or heavy construction related traffic at the Central Treatment Plant Mixed Liquor Channel Pipe Replacement project location.
- B. Contractor to request gate access PIN code from Owner prior to beginning mobilization.
- C. Contractor personnel shall be always on site and available to direct truck and equipment traffic such activities are being mobilized, conducted, and de-mobilized.
- D. Do not permit trucks, and trucks with pups, to congregate or queue outside the property boundaries.
- E. Do not obstruct Central Treatment Plant traffic patterns, operations, and activities at the adjacent off-site groups.
- F. Equipment Delivery:
 - 1. Coordinate equipment delivery to occur during low traffic conditions.
 - 2. Do not attempt to unload, operate, or load equipment beyond the noise production limitations allowable.
- G. Construction Activities:
 - 1. Coordinate construction deliveries to occur during times when construction personnel will be on hand to direct the truck driver.
 - 2. Post signage on the site indicating the designated route for deliveries to the project.

3. Direct drivers regularly through verbal instructions, written materials, notices, and subcontracts about the traffic control plan procedures.
4. Recommend adjustments to the traffic control plan as needed to the Owner.

1.05 CONTRACTOR PARKING

- A. Park only in areas designated by the Owner following direction from the Central Treatment Plant operation and maintenance management.
- B. The Contractor may park additional vehicles including trucks and trucks with trailers during:
 1. After hours.
 2. At night.
 3. Holiday closure periods.
 4. Early holiday closures PROVIDED all the following 3 conditions are met:
 - a. The vehicles are at no time blocking fire lanes; AND
 - b. Facility personnel and managers can always access the entire site freely and without obstruction night and day; AND
 - c. Emergency vehicles are not impeded from traveling around the facility and accessing all areas.
- C. Failure of the Contractor to abide by the requirements may result in Contractor and Subcontractor vehicles being immediately towed or otherwise restricted access as determined appropriate by the Owner; the Contractor shall not be entitled to additional compensation based on vehicle removal and exclusion restrictions imposed by the Owner.

1.06 CONCURRENT OPERATION OF CENTRAL TREATMENT PLANT

- A. The Owner's facilities outside of the limits of construction shall remain fully operational and with minimum disruption to planned and unplanned daily and special activities.
- B. The Contractor shall maintain continuous access to adjacent facilities in full operation concurrent with the construction activity.
 1. Request permission 14 calendar days 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 adjacent facilities.
 2. Pre-Construction conference to be held with Owner to determine the best and most appropriate means of mitigating impacts from construction activities before work described in Section 01_12_00 - Work Sequence.
 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.
- D. 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.
- E. Always maintain required access for fire protection of the buildings.
1. Comply with requirements of the City of Tacoma Central Treatment Plant Safety Officer, Cristian Dumitrescu reachable at 253-377-1230 or cdumitrescu@tacoma.gov.
 2. Verify all requirements for confined space entry and provide written report to the Central Treatment Plant Safety Officer listed above.
- F. Emergency shutdown Protocol.
1. In the event of an imminent threat to life, property, or the environment, the Owner or designated Safety Officer reserves the right to immediately halt work until the hazard is mitigated.

1.07 SITE SECURITY

- A. Make adequate provision for protection of the work area against fire, theft, and vandalism, and for protection of public against exposure to injury.
- B. Contractor shall always secure on-site temporary or permanent equipment to project against vandalism and/or theft.
- C. Contractor shall keep all gates shut and always locked except when vehicles are entering/exiting site.

1.08 GENERAL CONSTRAINTS ON WORK AND SCHEDULING OF WORK

- A. Wastewater:
1. Impairing the operational capabilities of the Central Treatment Plant will result in serious environmental damage and monetary fines. Contractor shall be responsible for the cost of all fees or damage caused by Contractor's inattention or negligence.
 2. Conduct Work in a manner that will not impair the operational capabilities of essential elements or reduce the ability to treat or convey raw wastewater.
 3. Contractor shall provide a 7-calendar day notice requesting the Owner to lockout and tag out all mechanical and electrical equipment.
 - a. Commissioning of the pumping system shall initiate on a Monday.
 - b. Refer to Contract Drawings for additional constraints not specifically referenced herein.
- B. 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. Hazardous waste manifest required for disposal.
- 3. Protection of natural resources:
 - a. General: It is required that the natural resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the work. Confine construction activities to areas defined by the public roads, easements, and work area limits shown on the Drawings. Return construction areas to their pre-construction elevations except where surface elevations are otherwise noted to be changed. Maintain natural drainage patterns. Conduct construction activities to avoid ponding stagnant water conducive to mosquito breeding.
- 4. Noise control: Contractor shall conform with all requirements of City of Tacoma Noise Ordinance Number 28293. Contractor shall secure Noise Variance permit for all work generating sound levels in excess of increase in total sound level above the ambient sound level: from hours of 7:00 a.m. – 5:00 p.m. (10 dBA), from 5:00 p.m. to 7:00 a.m. (5 dBA). All construction devices used in construction and demolition activity shall be operated with a muffler if a muffler is commonly available for such constructing device.
- 5. Dust control, Air Pollution and Odor Control: Employ measures to prevent the creation of dust, air pollution and odors:
 - a. Contractor shall protect existing equipment, including motors, computers/PLCs, and similar existing equipment.
 - b. Unpaved areas where vehicles are operated shall be periodically wetted down or given an equivalent form of treatment, to eliminate dust formation.
 - c. Store all volatile liquids, including fuels or solvents in closed containers.
 - d. No open burning of debris, lumber or other scrap will be permitted.
 - e. Properly maintain equipment to reduce gaseous pollutant emissions.
- 6. Construction storage areas: Storage of construction equipment and materials shall be limited to the Owner approved Contractor's staging plan. Potential staging areas are shown on the Drawings:

- a. 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.
- 7. Erosion and sediment transport control:
 - a. Comply with the Project specific SWPPP/TESC prepared by the Construction Contractor.
 - b. Discharge construction runoff into small drainages at frequent intervals to avoid buildup of large potentially erosive flows.
 - c. Prevent runoff from flowing over unprotected slopes.
 - d. Keep disturbed areas to the minimum necessary for construction.
 - e. Keep runoff away from disturbed areas during construction.
 - f. Direct flows over vegetated areas prior to discharge into public storm drainage systems.
 - g. Trap sediment before it leaves the site, using such techniques as check dams, sediment ponds, siltation fences, catch basin inlet socks.
- 8. Disposal operations:
 - a. Solid waste management:
 - 1) Contractor shall make every effort to recycle demolished material, construction waste, and other materials prior to landfilling.
 - 2) Supply covered solid waste transfer containers for all construction activities. Remove daily, 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 weekly. Comply with City of Tacoma Stormwater Management Manual BMP A404.
 - 3) 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. Comply with City of Tacoma Stormwater Management Manual BMP A302.
 - 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 weekly basis, unless otherwise approved by Owner.
 - c. Garbage: Store garbage in covered containers, pick up garbage daily and dispose of in a sanitary landfill each week.
 - 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. Provide truck tickets for all material disposed offsite.

C. Contractor's use of site:

- 1. The Contractor shall confine his use of the site for work and storage to within the perimeter fence and work areas designated on the 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. Comply with all posted signs and obey all traffic laws:

2. Refer to Construction Staging area for additional information.
3. Restrictions to the site:
 - a. Speed limit: 10 mph.
 - b. Follow all posted signs.
 - c. Smoking in designated areas.
 - d. Cellphone use limited to non-traffic areas.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 14 01

ENVIRONMENTAL AND SUSTAINABILITY MANAGEMENT SYSTEM (ESMS)

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Projects including, but not limited to, the following:

- 1. ESMS procedures.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

1.03 DEFINITIONS

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

1.04 SUBMITTALS

- A. Contractor/Vendor Acknowledgement and Agreement
- B. ESMS Document 8.1-2-1 – Operational Control Environmental Checklist

Based on the response to the completed checklist the Owner will decide the required training for those individuals from the Contractor and Vendor expected to be on-site. At most, this on-site training will be a maximum of 60 minutes.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

- 3.01** The Central Treatment Plant Mixed Liquor Channel Pipe Replacement Project Contractor is responsible for proper completion and submission of the following, including, but not limited to:

- A. Proper training of all employees in accordance with the training requirements, as per ESMS documents and procedures.
- B. Proper verification and completion of all forms listed under submittals in these specifications. Forms are required to be submitted prior to accessing the site.

- C. Notifications to the responsible ESMS on-site representative of planned activities and submission 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 Central Treatment Plant (CTP) operates under an ISO 14001 Environmental and Sustainability Management System (ESMS). An ESMS is a process with procedures that will allow the CTP 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 CTP has identified the following Significant Environmental Aspects:

- **Air Emissions:** Convert 40% of biogas emissions to fuel

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 buildings and within 25 feet of windows and doors, and where signs designate smoking is prohibited.
- **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 CTP employees. To report a fire or emergency, contact 911 and then any CTP employee.
- **Vehicle Safety:** **Site speed limit is 25MPH**, 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 CTP.
- Contractors may not dispose of any chemical or waste on-site.
- Contractors must mitigate their own spills and clean up and notify the Project Manager immediately of any spills or leaks.
- Requirements as 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 adheres 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.

Signed by:

Geoffrey M. Smyth, P.E.

Geoffrey M. Smyth, P.E.

Interim Director, Environmental Services

08/21/2024

Date

Contractor/Vendor Acknowledgement and Agreement

Company Name: _____

The undersigned hereby acknowledges receiving the contractor/vendor informational materials for the City of Tacoma, Central Wastewater Treatment Plant, 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	Reviewed and Approved	Issued
Initials	Core Team	Core Team	Mgmt Rep	Sr Mgmt
Date	4/2/2014	10/9/2024	10/9/2024	1/12/2015

ESMS Document – 8.1-2-1 Operational Control Environmental Checklist

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	2/2/2015	Core Team	Updated for consistencies and issue date
002	3/3/2023	Core Team	Updated title of document with new number convention and updated reference to 8.1-2 and 8.1-3 procedures.
003	10/9/2024	Core Team	Updated City Logo in header, updated links to documents within new SharePoint based EDS.

Previous versions or printed copies may be obsolete. Verify current versions using the EDS website.

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.

1.02 FORMAT

- A. Contractor to use AIA G702/G703 Form.
- 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 notarized and signed by City of Tacoma Officer: Submit three (3) hard copies and one (1) electronic copy in accordance with this specification.
- 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 00_72_00 - General Conditions, Article 6.02 and Document 00_73_00 - Supplemental Conditions, Article 6.02, identifying costs of all construction activities as generated by the schedule. Contractor shall use AIA document G702/G703. Equate the aggregate of these costs to the Contract Sum.
- B. Submit corrected schedule of values within 14 calendar days upon receipt of reviewed Schedule of Values.
- C. Additional breakdown requirements:
 - 1. For items on which progress payments will be requested for materials or equipment purchased/fabricated/delivered but not yet installed, show "initial value" for payment request and "percentage complete" for subsequent stage(s) of completion on that unit of Work. 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. Bond and Insurance.
 - b. Mobilization.
 - c. Construction schedule.
 - d. Demolition and repair.
 - e. Cleanup.
 - f. Record Documents.
 - g. Operation and Maintenance Manuals with Parts Lists.
 - h. Special warranties.
 - i. Temporary facilities.
 - 4. The minimum value shall be no less than two (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 00_72_00 - General Conditions, and 00_73_00 - Supplemental Conditions, 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 00_72_00 - General Conditions and 00_73_00 - Supplemental Conditions.
- B. Submit progress payment requests at progress meetings.
- C. Each Application for Payment shall be consistent with previous applications and payments as certified and paid for by Owner.
- D. 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.
- E. 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.
- F. Payment Application Forms: In accordance with Documents 00_72_00 - General Conditions and 00_73_00 - Supplemental Conditions. Provide with continuation sheets for the schedule of values, and place the following paragraphs at the end for signatures:
1. 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 Notarized Officer)
- By _____ (SIGN IN INK)
Date _____
- G. 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.

- H. Transmittal: Submit one (1) signed and notarized original color copy of each Application for Payment to Owner by email. One copy shall include waivers of lien and similar attachments:
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- I. 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.
- J. 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.
 - 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, retention and payment bonds.
 - 16. Data needed to acquire Owner's insurance.
 - 17. Other documents as may be required in the Contract Documents.
- K. 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_00 - Construction Progress Documentation.
- L. 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 00_72_00 - General Conditions and 00_73_00 - Supplemental Conditions.
 - 2. Final Payment Application: In accordance with Documents 00_72_00 - General Conditions and 00_73_00 - Supplemental Conditions.
- M. Progress Report: Submit a report summarizing the work completed during the pay period with each application for a payment.

- N. Ongoing 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
- O. Documents 00_72_00 - General Conditions and 00_73_00 - Supplemental Conditions.
- P. 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 - Closeout Procedures.
- Q. 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 off site, unless otherwise allowed in the General or Supplementary Conditions.
- 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 percent 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_13

PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Construction organization.
 - 2. Coordination.
 - 3. Administrative and supervisory personnel.
 - 4. Project meetings.
- B. Each Contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

1.02 CONSTRUCTION ORGANIZATION

- A. On-Site Lines of Authority and Communications: Establish on-site lines of authority and communications including attendance at Preconstruction Meeting and Progress Meetings as required by the Owner.
- B. Intra-Project Communications: Comply with procedures for intra-project communications including:
 - 1. Submittals.
 - 2. Reports and records.
 - 3. Recommendations.
 - 4. Coordination drawings.
 - 5. Schedules.
 - 6. Resolution of conflicts.

1.03 COORDINATION

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, which depend on each other for proper installation, connection, and operation. In case of unresolved coordination issues between contractors, the Owner's Representative will make the final determination.
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, list of attendees at meetings, record all minutes of meeting and distribute.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation conferences.
 - 7. Project closeout activities.
- D. Coordination with Utility Providers:
 - 1. The contractor shall be responsible for coordination of utilities and shall cooperate with Utility providers for utilities indicated to serve the Project.
 - a. At no time shall the utilities serving the facility be disrupted, shut off, or otherwise interrupted due to the Contract Work unless authorized in writing by the Owner.
 - 2. Utilities may include but are not limited to natural gas, water, sewer, storm water, telecom, power, and cable television.
 - 3. The Contractor shall coordinate with the Utilities schedule and work requirements for their work.
 - 4. The Contractor shall provide all work necessary to comply with the requirements of the Contract Documents for Utility work that does not meet the Contract Document requirements, including repairs of previously performed work that is disturbed by Utility work.

1.04 SUBMITTALS

- A. General: Submit the following in accordance with the 00_72_00 - General Conditions for Washington State Facility Construction of Contract and Section 01_33_00 - Submittal and RFI Procedures.
 - 1. Submit itemized submittal schedule for review and approval at the Pre-Construction meeting, in accordance with Section 01_33_00 – Submittal and RFI Procedures.
 - 2. Submit coordination drawings as described in Section 3.01.C and in accordance with 01_33_00 – Submittal and RFI Procedures.

1.05 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
 - 1. Include special personnel required for coordination of operations with other contractors.
- B. This requirement establishes minimum requirements for the General Contractor's job-site supervisory personnel and shall not limit the total number of assigned staff employed by the General Contractor for proper supervision of the work in accordance with the General Conditions of the Contract.

1.06 PROJECT MEETINGS

- A. Pre-Construction Conference:
 - 1. Upon issuance of Notice to Proceed (NTP), or earlier when mutually agreeable, Owner will arrange pre-construction conference in place convenient for most invitees.
 - 2. Pre-construction Conference invitees: Contractor's project manager and superintendent, Owner, major subcontractors and others involved in performance of the Work, and others necessary to agenda.
 - 3. 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.
 - 4. Owner will prepare the agenda. Contractor shall be prepared to discuss the following:
 - a. Adequacy of distribution of Contract Documents.
 - b. Distribution and discussion of list of major subcontractors and suppliers.
 - c. Proposed progress schedules and critical construction sequencing.
 - d. Major equipment deliveries and priorities.
 - e. Project coordination.
 - f. Designation of responsible personnel.
 - g. Procedures and processing of:
 - 1) Field decisions.
 - 2) Proposal requests.
 - 3) Submittals.
 - 4) Change Orders.
 - 5) Request for Information/Interpretations.
 - 6) Applications for Payment.
 - 7) Record Documents.
 - h. Use of premises:
 - 1) Office, construction, and storage areas.
 - 2) Owner's requirements.
 - 3) Construction facilities, controls, and construction aids.
 - 4) Temporary utilities.
 - 5) Safety and first aid procedures.
 - 6) Security procedures.
 - 7) Housekeeping procedures.

1.07 PROGRESS MEETINGS

- A. Contractor shall conduct progress meetings in Contractor's field office or other mutually agreed upon place. Progress meetings shall be conducted, at a minimum, weekly for the project duration. The frequency of meetings may be adjusted as required.
- B. Distribute to each anticipated participant written notice and agenda of each meeting at least three (3) days before meeting.
- C. Require attendance of Contractor's superintendent and subcontractors who are or are proximate to be actively involved in the Work, or who are necessary to agenda.

- D. Invite Owner to all meetings and others necessary to agenda.
- E. Complete and bring Application for Payment and updated Progress Schedule to progress meeting in accordance with Section 01_29_40 – Applications for Payment.
- 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 deficiency list maintained and updated by Contractor throughout the project.
 - 8. Review coordination problems.
 - 9. Schedule needed meetings, deliveries, inspections, testing, start-up and training.
 - 10. Changes to Contractor’s safety plan and report on safety incidents, if any.
 - 11. Other business as necessary.
- G. 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.
- H. To expedite work of subcontractors or other organizations that are not meeting scheduled progress, resolve conflicts, and coordinate and expedite execution of the Work. 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.
- I. Discuss potential problems which may impede scheduled progress and corrective measures.
- J. Contractor will record minutes of meeting and distribute copies of minutes within three (3) working days of meeting to participants and interested parties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL COORDINATION PROVISIONS

- A. General:
 - 1. Cooperate in planning and layout of the work well in advance of operations.
 - 2. Inform other contractors of requirements at proper time to prevent delay or revisions.
 - 3. Be informed on the requirements of other contractors and check own work for conflicts with the work of other contracts.
 - 4. Insure delivery of materials and performance of work on coordinated schedule with other contracts.
 - 5. Shall be always represented on the job site by the project superintendent when there is construction going on, including the work of subcontractors under their responsibility.
- B. Coordination of Reports/Activities: Coordinate both the procedural timing and the listing (naming and sequencing) of reports/activities required by provisions of this Section and other sections, to afford consistency and logical coordination between submitted reports or lists. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and updated report to entities involved in the work including Owner. Provide close coordination of progress schedule, schedule of values, listing of subcontracts, schedule of submittals, progress reports, and payment requests.
- C. Coordination Drawings: Where work by separate entities requires off-site fabrication of products and materials, which must be accurately interfaced and closely intermeshed to produce required results, prepare coordination drawings to indicate how the work shown by separate shop drawings will be interfaced, intermeshed, and sequenced for installation. (Comply with submittal requirements of Section 01_33_00 - Submittal and RFI Procedures).
- D. Inspection of Conditions: Contractor shall request inspection of substrate and conditions under which work is to be performed. The Owner will review and confirm acceptability prior to proceeding. All costs associated with correction of unsatisfactory conditions shall be borne by the Contractor.
- E. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.
- F. Other Coordination: Contractor shall give the City 48 hours advance notice of his/her intention to work overtime, nights, Sundays or holidays, or anytime outside the usual working hours (identified in Section 01_14_00 - Work Restrictions). In no case shall the Contractor do any such work without first notifying the City to permit arrangements for proper inspection. Contractor shall reimburse the additional cost to the City for inspection work on Sundays, recognized holidays, or hours beyond the normal work hours (identified in Section 01_14_00 - Work Restrictions) as

defined in the General and Supplemental Conditions. Such reimbursement shall include all additional costs to the City. Other arrangements shall be made by the Contractor to satisfy parking requirements for personnel. Contractor shall also comply with all noise restrictions and variance requirements as described in Section 01_14_00 – Work Restrictions

END OF SECTION

SECTION 01_31_50

WEB-BASED CONSTRUCTION MANAGEMENT

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Trimble Unity Construct Purpose and Utilization.
 - 2. Computer Requirements.
 - 3. Training and Support.
- B. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and Divisions 00 and 01 Specification Sections, apply to work of this Section.

1.02 TRIMBLE (PROJECT MANAGEMENT COMMUNICATIONS)

- A. The Contractor shall use the Internet Web-based Project Management Software communications tool, Trimble, ASP software, and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants:
 - 1. The internet web-based project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
- B. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
- C. Purpose: The intent of using Internet web-based project management software is to improve project work efforts by promoting timely initial communications and responses.
- D. Authorized Users: Access to the web site will be by individuals who are licensed users:
 - 1. The City will provide the Contractor with licensed user accounts for the duration of the project.
 - a. Authorized users will be contacted directly by the web site provider, e-Builder, who will assign the temporary user password.
 - 2. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
 - 3. Only entities with a direct contract with the City or City employees will be allowed to be an authorized user.

- E. Administrative Users: Administrative users have access and control of user licenses and all posted items. DO NOT POST PRIVATE ON YOUR COMPANY CONFIDENTIAL ITEMS! Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).
- F. Communications: The City and Contractor shall utilize Trimble for electronic submittal of all data and documents unless specified otherwise by the City throughout the duration of the project. Communication functions are as follows:
1. Document Integrity and Revisions:
 - a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
 - b. The system shall identify revised or superseded documents and their predecessors.
 2. Document Security:
 - a. The system shall provide a method for communication of documents.
 - b. The City 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 authorization (determines what can be seen) and user privileges (determines what they can do). Documents shall allow security group assignment to respect the contractual party's communication except for Administrative Users. DO NOT POST PRIVATE ON YOUR COMPANY CONFIDENTIAL ITEMS!
 3. Document Integration:
 - a. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be of reference as related records.
 4. Reporting:
 - a. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.
 5. Notifications and Distribution:
 - a. Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document distribution to parties outside of the project communication system shall be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.
 - b. Review comments made (or lack thereof) by the City 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. City'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.

6. The following Document Types are required to be transmitted in electronic form to the e-Builder web site by licensed users:
 - a. RFI, Request for Information.
 - b. Submittals, including record numbering by drawing and specification section.
 - c. Change Orders - Via e-Builder and Email
 - d. Transmittals, including record of documents and materials delivered in hard copy.
 - e. Meeting Minutes.
 - f. Review Comments.
 - g. Daily Field Reports.
 - h. Construction Photographs.
 - i. Drawings.
 - j. Supplemental Sketches.
 - k. Schedules.
 - l. Specifications.
 - m. Operation and Maintenance manuals (O&Ms).

1.03 COMPUTER REQUIREMENTS

- A. In addition to other requirements specified in this Section, the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:
 1. Providing suitable computer systems for each licensed user at the users normal work location with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
 - a. Trimble is a web-based environment and therefore subject to the speed and connectivity problems of the Internet. The Contractor is responsible for its own connectivity to the Internet. Trimble response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet. The City 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 Trimble system meets the minimum requirements described in this Section. Under no circumstances shall the usage of the Trimble be grounds for a time extension or cost adjustment to the contract.

1.04 SUBMITTALS

- A. General: Submit the following in accordance with Document 00 72 00 - General Conditions for Washington State Facility Construction of Contract and Section 01_33_00 - Submittal and RFI Procedures.
- B. Provide a List of Contractor's key Trimble Project Management Software personnel for the City's acceptance. Include descriptions of key personnel's roles and responsibilities for this project. Contractor shall identify their organization's administrator on the list.

1.05 TRAINING AND SUPPORT

- A. A group training session or sessions scheduled by the City will be provided for the Contractor. Trimble users are required to attend the scheduled training sessions they are assigned to. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from e-Builder at their own expense.
- B. Trimble will provide on-going support through on-line help files and phone in Technical Support at 1-888- 288-5717.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 UTILIZATION

- A. Requirements of this section are in addition to the requirements of all other sections of the specifications. Trimble shall be utilized in connection with submittal preparation and information management required by the Sections:
 - 1. Section 01_32_00 - Construction Progress and Documentation.
 - 2. Section 01_33_00 - Submittal and RFI Procedures.
 - 3. All other Division 01 Sections.
- B. Record Keeping:
 - 1. Documents shall be submitted by transmission in electronic form to the e-Builder web site.
 - a. The City and his representatives, the Construction Manager and his representatives, the Owner and his consultants, and the Contractor:
 - 1) Shall respond to documents received in electronic form through the web site and consider them as if received in paper document form.
 - 2) Reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents received in paper document form.
 - 3) Reserves the right to and shall copy any paper document into electronic form and make same available on the web site.
 - b. The following are some but not all the paper documents which require original signature:
 - 1) Contract.
 - 2) Change Orders.
 - 3) Application and Certificates for Payment.
- C. Design Document Submittals:
 - 1. All design drawings and specifications shall be submitted PDF attachments to the e-Builder web site. CAD files shall be furnished upon request.
- D. Shop Drawings:
 - 1. Shop drawing and design data documents shall be submitted as CAD .dwg files or PDF attachments to the e-Builder web site.

- E. Product Data:
 - 1. Product catalog data and manufacturer's instructions shall be submitted as PDF attachments to the e-Builder web site.
- F. Samples
 - 1. Sample submittals shall be physically submitted as specified in Section 01_33_00 - Submittal and RFI Procedures. Contractor shall enter submittal data information into e-Builder with a copy of the submittal form(s) attached to the sample.
- G. Administrative Submittals:
 - 1. All correspondence and pre-construction submittals shall be submitted using e-Builder. Examples of administrative submittals include, but are not limited to:
 - a. All permits and notices for the work.
 - b. List of product substitutions
 - c. List of contact personnel
 - d. Requests for Information (RFI).
 - e. Progress schedules and associated reports and updates.
 - f. Plans for safety, demolition, environmental protection, and similar activities.
 - g. Quality Control plans and reports.
 - h. Any general correspondence inclusive of meeting minutes.
- H. Compliance Submittals:
 - 1. Test reports, certificates, and manufacturer field report submittals shall be submitted on Trimble as PDF attachments. Examples of compliance submittals include, but are not limited to:
 - a. Field test reports
 - b. Quality control certifications.
 - c. Manufacturer's documentation and certifications for quality of products and materials provided.
- I. Record and Closeout Submittals:
 - 1. Operation and maintenance data and closeout submittals shall be submitted on Trimble as PDF documents during the acceptance and review stage as specified, with actual set of documents submitted for final. Examples of record submittals include, but are not limited to:
 - a. Operation and Maintenance Manuals: final documents shall be submitted as specified.
 - b. As-built drawings: Final documents shall be submitted as specified.
 - c. Extra materials, spare stock, etc.: Submittal forms shall indicate when actual materials are submitted.
- J. Financial Submittals:
 - 1. Schedule of Values shall be submitted on e-Builder. Supporting material for Pay Estimates and Change Requests shall be submitted on Trimble as PDF attachments. Examples of compliance submittals include, but are not limited to:
 - a. Contractors Schedule of Values.

END OF SECTION

SECTION 01_32_00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Progress Schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports.
 - 5. Field condition reports.
 - 6. Special reports.
 - 7. Construction photographs.
 - 8. Construction Progress Meetings
- B. Failure to comply with the requirements of this section shall be deemed a material breach of contract documents, allowing the City to withhold payment.

1.02 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time available in the schedule is for the Contract and is not for the exclusive use of the Contractor, and shall be used in priority of who needs to utilize the Float Time first, whether this be the City or the Contractor.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.

- 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- 4. Float available in the schedule is not for the exclusive use or benefit of either the Owner or the Contractor, but shall be considered a shared commodity to be used for the benefit of the overall project.
- F. Major Area: A significant section of construction such as temporary bypass pumping system, or a similar significant construction element.
- G. Milestone: A key or critical point in time for reference or measurement.
- H. Look Ahead Schedule: Annotated, detailed version of the Monthly Update Schedule; conforming to the duration of 1 week back and 3 weeks ahead. Highlight those activities originally scheduled which were either delayed or progressed in advance of plan.

1.03 SUBMITTALS

- A. Informational Submittals.
- B. Daily Construction Reports: Submit electronic and 1 printed copy at weekly intervals.
- C. Special Reports and/or photographs: Submit electronic and 1 printed copy of each report and/or photograph.
- D. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of engineers and cities, and other information specified.
- E. Preliminary Construction Schedule: Comply with the requirements of the General and Supplemental Conditions.
- F. Progress Schedule: Comply with the requirements of the General and Supplemental Conditions.
- G. Field Condition Reports: Submit electronic and One (1) printed copy at time of discovery of differing conditions.

1.04 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Progress Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.05 PROGRESS SCHEDULE

- A. Procedures: Comply with the requirements of the General and Supplemental Conditions. This section is intended to supplement and be consistent with the General and Supplemental Conditions. In the event of conflict, the General and Supplemental Conditions shall govern.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion and Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 15 days, unless specifically allowed by City.
 - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, acceptances, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section 01_33_00 - Submittal and RFI Procedures in the schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - 4. Startup and Testing Time: Include not less than three (3) days for startup and testing.
 - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Owner's administrative procedures necessary for certification of Substantial Completion minimum of 20 days.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase to be reviewed and accepted by City.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

1.06 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Comply with the requirements of the General and Supplemental Conditions as Modified by the City of Tacoma.

1.07 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. Comply with the requirements in this Section and the General and Supplemental Conditions as Modified by the City of Tacoma. The Contractor shall prepare the initial CPM Schedule, update it monthly, and submit updates to the City for review with each Application for Payment.

1.08 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Summary of work underway during the day.
 - 5. High and low temperatures and general weather conditions.
 - 6. Accidents.
 - 7. Meetings and significant decisions.
 - 8. Unusual events (refer to special reports).
 - 9. Stoppages, delays, shortages, and losses.
 - 10. Emergency procedures.
 - 11. Orders and requests of authorities having jurisdiction.
 - 12. Change Orders received and implemented.
 - 13. Services connected and disconnected.
 - 14. Partial Completions and occupancies.
 - 15. Substantial Completions authorized.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information on City's RFI form. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

1.09 SPECIAL REPORTS

- A. General: Submit within One **(1) business day** of the event, unless otherwise approved by the City. Distribute copies of report to parties affected by the incidence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site within One (1) day, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, and response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise City in advance when these events are known or predictable.

1.10 CONSTRUCTION PROGRESS MEETINGS

- A. A weekly construction progress meeting shall be scheduled by the Owner. The meeting shall be hosted in person, on Microsoft Teams, or by conference call.
- B. The Contractor and the Owner shall be represented at every progress meeting by a minimum of One (1) person authorized with signature authority to make decisions regarding possible modifications of the Contract Documents.
- C. The Contractor shall keep and collect meeting minutes/notes during each construction progress meeting. The Contractor shall share the meeting minutes/notes with all participants in the meeting upon adjournment.

- D. The purpose of the meetings is, but not limited to, the following.
1. Review progress in the work during the previous week.
 2. Discuss anticipated progress during the following weeks.
 3. Review critical operations.
 4. Review potential problems.
 5. Review of the project schedule.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01_33_00

SUBMITTAL AND RFI PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Submittals and RFIs shall be made in electronic format using the City's web-based construction management system specified in Section 01_31_50 - Web Based Construction Management, Provide the appropriate document format in order that text is displayed at a minimum of 12-point font size.
- B. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions, and other Division 00 and 01 Sections, apply to work of this Section.

1.02 DEFINITIONS

- A. Action Submittal: Written and graphic information submitted by Contractor that requires City's acceptance.
- B. Informational Submittal: Information submitted by Contractor that requires City's review and determination that submitted information is in accordance with the Conditions of the Contract.

1.03 PROCEDURES

- A. Electronic Submittals: Submittals may be made in electronic format in accordance with Section 01_31_50 - Web Based Construction Management.
 - 1. Each submittal shall be an electronic file in Adobe Acrobat Portable Document Format (PDF). Use the latest version available at time of execution of the Agreement. Minimum PDF resolution provided shall be 300 dpi for documents and 600 dpi for drawings and photos.
 - 2. Electronic files that contain more than 10 pages in PDF format shall contain internal bookmarking from an index page to major sections of the document.
 - 3. Add general information to each PDF file, including title, subject, author, and keywords.
 - 4. PDF files shall be set up to print legibly at 8.5-inch by 11-inch, 11-inch by 17-inch, or 22-inch by 34-inch. No other paper sizes will be accepted.
 - 5. Submit new electronic files for each resubmittal.
- B. Transmittal of Submittal:
 - 1. Contractor shall:
 - a. Review each submittal and check for compliance with Contract Documents.
 - b. Stamp each submittal with uniform acceptance stamp before submitting to City.
 - 1) Stamp to include Project name, submittal number, Specification number, Contractor's reviewer name, date of Contractor's

- acceptance, and statement certifying submittal has been reviewed, checked, and approved for compliance with Contract Documents.
 - 2) City will not review submittals that do not bear Contractor's acceptance stamp and will return them without action.
 2. Complete, sign, and transmit with each submittal package, one Transmittal of Contractor's Submittal form, attached at end of this section.
 3. Identify each submittal with the following:
 - a. Numbering and Tracking System:
 - 1) Sequentially number each submittal.
 - 2) Resubmission of submittal shall have original number with sequential alphabetic suffix.
 - b. Specification section and paragraph to which submittal applies.
 - c. Project title and City's project number.
 - d. Date of transmittal.
 - e. Names of Contractor, Subcontractor or Supplier, and manufacturer as appropriate.
 4. Identify and describe each deviation or variation from Contract Documents.
- C. Format:
1. Do not base Shop Drawings on reproductions of Contract Documents. Such shop drawings will be rejected upon receipt and returned without review.
 2. Package submittal information by individual specification section. Do not combine different specification sections together in submittal package, unless otherwise directed in specification.
 3. Present in a clear and thorough manner and in sufficient detail to show kind, size, arrangement, and function of components, materials, and devices, and compliance with Contract Documents.
 4. Index with labeled tab dividers in orderly manner.
- D. Timeliness: Schedule and submit in accordance Schedule of Submittals, and requirements of individual specification sections.
- E. Processing Time: Allow enough time for submittal and RFI review, including time for resubmittals, as follows.
1. Time for review shall commence on City's receipt of submittal.
 2. City will act upon Contractor's submittal and transmit response to Contractor not later than 10 Calendar days after receipt of RFI and 10 Calendar days after receipt of submittal, unless otherwise specified.
 3. Resubmittals will be subject to same review time,
 4. No adjustment of Contract Times or Price will be allowed due to delays in progress of Work caused by rejection and subsequent resubmittals.
 5. Contractor to provide potential suggested solution if available.
- F. Resubmittals: Clearly identify each correction or change made.
- G. Incomplete Submittals:
1. City will return entire submittal for Contractor's revision if preliminary review deems it incomplete.
 2. When any of the following are missing, submittal will be deemed incomplete:
 - a. Contractor's review stamp; completed and signed.
 - b. Transmittal of Contractor's Submittal; completed and signed.

- c. Apparent non-review by Contractor.
- d. Submittals not required by Contract Documents: Will not be reviewed and will be returned stamped "Not Subject to Review."

1.04 ACTION SUBMITTALS

- A. Prepare and submit Action Submittals required by individual specification sections.
- B. Shop Drawings:
 - 1. Identify and Indicate:
 - a. Applicable Contract Drawing and Detail number, products, units and assemblies, and system or equipment identification or tag numbers.
 - b. Equipment and Component Title: Identical to title shown on Drawings.
 - c. Critical field dimensions and relationships to other critical features of Work. Note dimensions established by field measurement.
 - d. Project-specific information drawn accurately to scale.
 - 2. Manufacturer's standard schematic drawings and diagrams.
 - 3. Modify to delete information that is not applicable to the Work.
 - 4. Supplement standard information to provide information specifically applicable to the Work.
 - 5. Product Data: Provide as specified in individual Specifications.
- C. Action Submittal Dispositions: City will review, comment, stamp, and distribute as noted:
 - 1. Reviewed:
 - a. Contractor may incorporate product(s) or implement Work covered by submittal.
 - b. Distribution: Electronic.
 - 2. Reviewed with Comment:
 - a. Contractor may incorporate product(s) or implement Work covered by submittal, in accordance with City's notations.
 - b. Distribution: Electronic.
 - 3. Revise and Resubmit:
 - a. Make corrections or obtain missing portions and resubmit.
 - b. Except for portions indicated, Contractor may begin to incorporate product(s) or implement Work covered by submittal, in accordance with City's notations.
 - c. Distribution: Electronic.
 - d. Resubmit with numbers added to the submittal .01, .02 etc.
 - 4. Rejected:
 - a. Contractor may not incorporate product(s) or implement Work covered by submittal.
 - b. Distribution: Electronic

1.05 INFORMATIONAL SUBMITTALS

- A. General:
 - 1. Copies: via eBuilder, unless otherwise indicated in individual Specification section.
 - 2. Refer to individual specification sections for specific submittal requirements.

3. City will review each submittal. If submittal meets conditions of the Contract, City will forward submittal thumbdrive to appropriate parties. If City determines submittal does not meet conditions of the Contract and is therefore considered unacceptable, City will retain one thumbdrive and return remaining thumbdrive with review comments to Contractor, and require that submittal be corrected and resubmitted.
- B. Certificates:
1. General:
 - a. Provide notarized statement that includes signature of entity responsible for preparing certification.
 - b. Signed by officer or other individual authorized to sign documents on behalf of that entity.
 2. Welding: In accordance with individual specification sections.
 3. Product Warranty.
 4. Installer: Prepare written statements on manufacturer's letterhead certifying installer complies with requirements as specified in individual specification section.
 5. Material Test: Prepared by qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
 6. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in individual specification sections.
- C. Manufacturer's Instructions: Written or published information that documents manufacturer's recommendations, guidelines, and procedures in accordance with individual specification section shall be provided in PDF format and be submitted as a separate file for each piece of equipment.
- D. Schedules:
1. Schedule of Submittals: Prepare separately with Progress Schedule.
 - a. Show for each, at a minimum, the following:
 - 1) Specification section number.
 - 2) Identification by numbering and tracking system as specified under Paragraph Transmittal of Submittal.
 - 3) Estimated date of submission to City, including reviewing and processing time.
 - b. On a monthly basis, submit updated Schedule of Submittals to City if changes have occurred or resubmittals are required.
 2. Schedule of Values: In accordance with Division 01 or the Supplemental Conditions as Modified by the City of Tacoma
- E. Statement of Qualification: Evidence of qualification, certification, or registration as required in Contract Documents to verify qualifications of professional land surveyor, engineer, materials testing laboratory, specialty Subcontractor, trade, Specialist, consultant, installer, and other professionals.

- F. Submittals Required by Laws, Regulations, and Governing Agencies:
1. Promptly submit promptly notifications, reports, certifications, payrolls, and otherwise as may be required, directly to the applicable federal, state, or local governing agency or their representative.
 2. Transmit to City for City's records one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and governing agency.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

ATTACHMENT A - SUBMITTAL TRANSMITTAL FORM

SUBMITTAL TRANSMITTAL FORM

Submittal Description: Submittal No.¹: Spec Section:

	Routing	Sent	Received
CITY:	Contractor/CM		
PROJECT:	CM/Owner		
	Owner/CM		
CONTRACTOR:	CM/Contractor		

We are sending you:

- ☐ Attached
 - ☐ Under separate cover via __
 - ☐ Submittals for review and comment
 - ☐ Product data for information only
- Remarks:

Item	Copies	Date	Section No.	Description	Review Action(1)	Review Initials	Review Comments Attached(2)

Notes:

1. R = Reviewed; RCW = Review with Comments; R&R = Revise and resubmit; R = Rejected
 2. Attach additional sheets if necessary.
-

Contractor

Certify either A or B

- ☐ A. We have verified that the material or equipment contained in this submittal meets all the requirements, including coordination with all related work, specified (no exceptions).
- ☐ B. We have verified that the material or equipment contain in this submittal meets all the requirements specified except for the attached deviations.

No. Deviation

Certified by: __ Date: __ Contractor's Signature

¹See paragraph 01_33_00-1.03B, Transmittal Procedure.

SECTION 01_34_00

PHOTOGRAPHIC DOCUMENTATION

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes requirements for:
 - 1. Pre-construction photographs.
 - 2. Construction progress photographs.
 - 3. Post-construction photographs.
- B. The purpose of the photographs 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
Work Site	• Access Road • Along boundaries of work site • Existing yard water Piping • Existing low-pressure air piping • Existing platform/elevated walkway • Existing electrical conduit and appurtenances • Pavement • Concrete Sidewalk

Location	Direction
Mixed Liquor Channel	• Valves • Piping • Pipe Couplings • New elevated safety platform • Bubble diffusers • Utility conflicts • Bubble Diffuser Supports • Piping Header • Mixed Liquor Channel Slide Gate

- B. Photographs: Digital Media only:
1. Submit each photographic view within 7 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 2 sets prior to beginning work at the Project site or prior to the Preconstruction Conference specified in Section 01_31_13 - Project Management and Coordination, whichever occurs earlier.
- D. Construction progress photographs: Take construction photographs monthly. Construction photographs shall be date-stamped. Furnish 1 set of construction photographs to Owner on thumbdrive with monthly pay application.
- E. Post-construction photographs: Submit with project closeout documents as specified in Section 01_77_00 - Closeout Procedures. Furnish 1 set to Owner on thumbdrive.

PART 2 PRODUCTS

2.01 MEDIA

- A. Upload electronic files to Trimble for acceptance.
- B. Provide each set of photos on a thumbdrive, compatible with Microsoft Windows.

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_35_00

HEALTH AND SAFETY

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Special project procedures.
 - 2. Governmental safety requirements.
 - 3. Health, safety, and emergency response procedures.

1.02 REFERENCES

- A. Comply with requirements of Section 01_42_00 - References; and as listed herein. The following is a list of standards referenced in this Section:
 - 1. Occupational Safety and Health Act of 1970 (OSHA); including any amendments.
 - 2. RCW 49.17 - Washington Industrial Safety and Health Act.
 - 3. Washington Administrative Code (WAC).
 - 4. Revised Code of Washington (RCW):
 - a. RCW 70.105 - Hazardous Waste Disposal Act.
 - b. RCW 70.105D - Hazardous Waste Cleanup-Model Toxic Control Act.
 - 5. SARA Title III Emergency Planning and Community Right-to-Know.
 - 6. Washington Industrial Safety and Health Act of 1973; including but not limited to:
 - a. Chapter 296-24 WAC.
 - b. Chapter 296-27 WAC.
 - c. Chapter 296-50 WAC.
 - d. Chapter 296-62 WAC; Chapter 49-17.
 - e. Chapter 296-155 WAC.
 - f. Chapter 296-360 WAC.

1.03 DEFINITIONS

- A. Health Safety Supervisor:
 - 1. The person assigned by the Contractor, and responsible for implementation of the Contractor's Health and Safety Plan.
 - 2. The 'Health Safety Supervisor' can be the same person as the project superintendent.
 - 3. The 'Health Safety Supervisor' can be the same person as the 'Site Safety and Health Officer'.
- B. SDS: safety data sheets.
- C. Notice of Deficiency: Written instructions from regulatory agencies, jurisdictions, and the Owner which identify required changes to the Contractor-prepared plans and programs identified as work of this Section.

- D. Site Safety and Health Officer:
 - 1. The person assigned by the Contractor, and thoroughly trained in rescue procedures, the use of safety equipment, and the use of gas detectors.
 - 2. The Site Safety and Health Officer can be the same person as the Health Safety Supervisor.

1.04 PERFORMANCE

- A. Health and Safety Requirements: The Contractor shall be responsible for health and safety measures and conditions at the project sites, including health and safety of all visitors to the project site such as Owner representative for the Central Treatment Plant Mixed Liquor Channel Pipe Replacement Project, related to site construction and other activities conducted at the sites.
- B. The Contractor shall adhere to all applicable federal, state, and local regulations which apply continuously and are not limited to normal working hours.
 - 1. In the case of conflict between regulations the more stringent regulation or requirement applies.
 - 2. There is no acceptable deviation from the regulations.
 - 3. Violation of the regulations may be determined to constitute a breach of Contract.
- C. The Contractor shall provide all personnel working on the project with required orientation and training on the potential hazards anticipated and the appropriate use of safety equipment.
- D. All information, interpretation, or representation of laws, regulations, or ordinances referenced in the Contract Documents shall not take precedence over the most current laws, regulations, or ordinance itself.
- E. The Contractor shall notify the Owner immediately if unknown underground tanks, barrels, or other chemical containers are found. The Contractor shall stop all work in the vicinity of the unknown container until further direction is received by the Owner.
- F. Prepare and implement the Contractors Health and Safety Plan.
- G. Implement security measures for the Project.
- H. It is not expected that the Contractor will encounter suspect Dangerous Wastes, Lead and/or Asbestos-Containing Waste material as it will be mitigated by the City of Tacoma before the work on this contract commences. Refer to
- I. Section 01_35_44 - Hazardous Materials Procedures in the event that these materials are encountered.
- J. Accident Notifications
 - 1. Report immediately by messenger or telephone to the Owner any accidents causing death, injuries, or property damage.

2. Written Report:
 - a. Provide a written report to the Owner within One (1) calendar day of the occurrence of an accident.
 - b. Provide full details, witness statements, and corrective actions being taken.

1.05 SUBMITTALS

- A. General: Submit the following in accordance with the 00 72 00 - General Conditions for Washington State Facility Construction of Contract and Section 01_33_00 - Submittal and RFI Procedures.
- B. All health and safety submittals must be submitted via e-Builder in the format prescribed in 01_33_00, unless specifically exempted (e.g., emergency notifications).
- C. Contractor's Health and Safety Plan (HASP): The Contractor shall develop and maintain for the duration of Work activities, a written, site specific Health and Safety Plan for operations that will effectively incorporate and implement all applicable federal, state, and local regulations, laws, and requirements.
 1. Contractor shall ensure that the HASP meets the requirements of WAC 296-62-300, satisfies Hazard Communications requirements specified in WAC 296-62-054, Construction Safety Standards specified in WAC 296-155, General Safety and Health Requirements specified in WAC 296-24, and all other pertinent requirements.
 2. Prepare the HASP under the direction of an industrial hygienist, with at least one year of experience in the development of site-specific plans for hazardous waste sites, or an equivalent person.
 3. Submit to the Owner within 10 calendar days prior to commencement of Work.
 4. If the Health and Safety Plan is inadequate to protect employees and the public, the Contractor shall be responsible to modify the Health and Safety Plan to meet the current requirements of the Owner and all other agencies at no additional cost to the Owner.
 5. The Owner will review the HASP for general conformance with contract documents but shall not be responsible for its adequacy or implementation. The Contractor shall retain responsibility for all health and safety measures and conditions at the site.
 6. Potential Chemical Hazards:
 - a. The possibility exists of encountering gases and/or other substances during Work that may be potentially hazardous to the safety and health of personnel, especially those working in the vicinity of open tanks and pipes venting gases.
 7. Gas Mitigation: Provide for the protection of employees, and all others from risk of fire explosion, and asphyxiation resulting from any work; and especially those risks associated with:
 - a. Gases encountered during blended solids storage tank manhole entry.
 8. Safety plans that have been prepared for other projects regardless of how similar are not acceptable.
 9. Chemicals labeling and Identification: Take steps to ensure containers of chemical materials at the Project Site are labeled and managed in accordance with regulations.

- a. Comply with Chapter 296-62 WAC.
 - b. Include SDS for chemical materials stored, used, or otherwise required for the Project.
- 10. Incorporate notification of personnel and others in stages consistent with the risk associated with conditions of the Work.
- 11. Include training for specific work conditions where necessary.
- 12. Provide assessments of training requirements, staffing and similar information.
- 13. Provide a system of informing workers and others about the conditions of the Work.
- 14. Identify responsible parties to implement stages of the Contractor's Health and Safety Plan.
- 15. Include Lockout/Tag out procedures that are in accordance with the Owner's policy.
- 16. Include Confined Space Entry Procedures that are in accordance with the Owner's policy.
- 17. Contractor shall include certification documentation ensuring all of the Contractors staff are confined space trained.
- D. Revisions to the Contractor's Health and Safety Plan
 - 1. Revise the Contractor's Health and Safety Plan prior to the start of work as necessary to accommodate changes requested by Pierce County, regulatory agencies, and jurisdictions.
 - 2. Include changes and modifications required by the Owner.
 - 3. Revise the Contractor's Health and Safety Plan as necessary to accommodate changes in site conditions.
 - 4. Provide a copy of the revised plan to the Owner, and post the revised copies per the requirements for the original submittals.
- E. Contractor Injury Summary Report:
 - 1. Submit a copy of the completed report to the Owner the first workday of each month.

1.06 QUALITY ASSURANCE

- A. Comply with applicable codes, rules, and regulations, and Article 5.07 in Section 00_72_00 - General Conditions for Washington State Facility Construction, and the requirements of this Section.
- B. Regulatory Requirements: See referenced codes, regulations - Section 01_42_00 - References.
- C. Ensure that subcontractors receive a copy of this specification section. The Contractor is responsible for ensuring compliance with the Health and Safety Plan.
- D. Post copies of the accepted programs at the Contractor's job site office, and at each of the subcontractors' offices.
- E. The Contractor shall adopt and adapt its own company health and safety plans to prepare the Contractor's project-specific health and safety plan for this Project.

- F. Contractor Injury Summary Report: In the event an accident should occur, the Contractor shall submit to the Owner the Contractor's Injury Summary report in accordance with the Contractor's health and safety plan.
- G. Chemicals Safety:
 - 1. In addition to the above requirements, take steps to ensure containers of chemical materials at the Project Site are labeled and managed in accordance with the regulations, and manufacturer's written instructions.
 - 2. Comply with Chapter 296-62 WAC.
 - 3. Maintain copies of SDS for chemicals stored, used, or otherwise necessary for the Work.
 - 4. Include SDS in the Contractor's health and safety plan for this Project.
- H. Fire Safety:
 - 1. Comply with applicable rules and regulations, including but not limited to requirements of the Tacoma Fire Department.
 - 2. Always provide and maintain appropriate and sufficient fire prevention measures during the course of the Work.
 - 3. Protect persons and property from damage and injury during flame cutting of steel on the Project Site.

1.07 PROJECT/SITE CONDITIONS

- A. Prior to the start of and during the course of the Work, 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, and near a wastewater digester and boiler system.
- C. The Contractor shall verify the location and condition ("live" or "dead") of all utilities above and below grade 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.
- E. Safety:
 - 1. The Contractor shall ensure that all employees, visitors, subcontractors' employees, and suppliers' employees, while on the Project Site, comply with

the requirements of WISHA, these requirements and the safety precautions contained in the several Specifications Sections.

2. The Contractor shall promptly and fully comply with, execute and, without separate charge thereof to the Owner, shall enforce compliance with the provisions of the Washington Industrial Safety and Health Act of 1973 as amended, with particular attention paid but not limited to Chapter 296-155, WAC Safety Standards for Construction Work; with particular attention paid but not limited to Chapter 296-24 WAC General Safety and Health Standards; with particular attention paid but not limited to Chapters 296-27, 196-350 and 296-360 WAC regarding Administrative Safety and Health Act Chapter 49-17 RCW, and any addenda thereto.
3. The Contractor shall immediately advise the Owner of inspections conducted by WISHA at the Project Site, and shall transmit copies of citations and violations to the Owner.

F. Failure to Comply:

1. If the project is shut down due to the Contractor's failure to comply with the requirements of WISHA or other applicable safety requirements, no part of the time loss due to any such suspension of operations or stop orders shall be made the subject of a claim for extension of time or for increased cost or damage by the Contractor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Utilities: Take appropriate precautions in working on or near utilities, and dangerous systems.
- B. Failure to Perform Duties of this Section: 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, and the 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.
- C. 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.

END OF SECTION

SECTION 01_35_44

ENVIRONMENTAL PROTECTION - HAZARDOUS MATERIALS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Procedures required, if unanticipated hazardous materials are encountered at the Work site.

1.02 REFERENCES

- A. Washington Administrative Code (WAC):
 - 1. Chapter 296-62 WAC, General occupational health standards — Asbestos, Tremolite, Anthophyllite, and Actinolite, including sections for scope, definitions, exposure limits, compliance, training, and hazard communication.
 - 2. Chapter 296-65 WAC, Asbestos Removal and Encapsulation, regulating contractor certification, training, project notification, and compliance methods for asbestos abatement.
 - 3. Chapter 296-155 WAC, Safety Standards for Construction Work, establishing minimum safety requirements for construction and related activities in Washington.
- B. Washington State Department of Labor & Industries (L&I), Division of Occupational Safety and Health (DOSH), regulations.
- C. Occupational Safety and Health Administration (OSHA), regulations.
- D. Code of Federal Regulations (CFR):
 - 1. Title 29 - Labor:
 - a. 1926.62 - Lead.
 - 2. Title 40 - Protection of Environment:
 - a. 261 - Identification and Listing of Hazardous Waste.

1.03 SUBMITTALS

- A. Submit laboratory reports, hazardous material removal plans, and certifications, if required.
- B. Submit a work plan prior to commencing with the removal and legal disposal. Work plan shall include, but not be limited to, the following:
 - 1. Schedule of work.
 - 2. Security measures for work and disposal area.

1.04 DEFINITIONS

- A. Adequately Wet: Continuous penetration of the pipe wall with liquid to prevent release of particulates.

- B. Competent Person: A qualified and certified worker who is capable of identifying existing and predictable lead and asbestos hazards, perform exposure assessment and monitoring, is qualified to train other workers, oversees all abatement work to ensure compliance with applicable federal, state, and local regulations, and has the authority to take immediate corrective action to eliminate a hazardous exposure.
- C. Asbestos - Containing Material (ACM).
- D. Non-friable Asbestos - Containing Material (NACM): Material containing more than 1 percent asbestos, that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- E. Regulated Asbestos - Containing Material (RACM): Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder in the course of work.
- F. Hazardous Materials: Substances regulated under federal, state, or local laws that pose a risk to health, safety, or the environment.

1.05 HAZARDOUS MATERIALS PROCEDURES

- A. Hazardous materials are those defined by 40 CFR and State specific codes.
- B. If 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.
- C. Forward to Owner, copies of reports, permits, signed receipts, signed shipping manifests, bill of lading with quantities indicated, and other documentation related to remedial work.
- D. Comply with applicable Laws and Regulations, 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.

1.06 ASBESTOS MATERIALS

- A. Based on limited inspections conducted to the best of the City's ability, no asbestos-containing materials were identified in the areas inspected.
- B. Notify the Owner immediately if ACM or suspected ACM is encountered. Do not disturb such material until approved by Owner.

1.07 SILICA

- A. The Contractor shall anticipate encountering silica when core drilling or performing penetrations through existing concrete and masonry. Contractor shall take all precautions necessary to protect workers and public from silica dust while performing Contract Work in accordance with WAC 296-840.

1.08 OWNER'S HAZARDOUS MATERIALS INFORMATION DISCLAIMER

- A. Any reports, surveys, inspections, test results, or other information regarding the presence or absence of hazardous materials, including asbestos-containing materials (ACM), silica, lead, or other regulated substances, are provided for informational purposes only.
- B. Such information is based on conditions observed at the time of investigation and does not represent a guarantee, warranty, or certification, expressed or implied, that hazardous materials are not present in areas not tested, concealed conditions, or materials disturbed during the work.
- C. The owner makes no representation or warranty, express or implied, as to the accuracy, completeness, or applicability of such information to the work.
- D. The Contractor shall not rely upon the absence of identified hazardous materials as a basis for claims related to differing site conditions, delays, or additional costs, except as expressly provided for in the contract documents.
- E. The Contractor remains responsible for complying with all applicable laws and regulations related to hazardous materials and for implementing appropriate work practices if hazardous materials are encountered during the work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

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. All work shall comply with the codes and standards in effect at the time of permit issuance, as enforced by the Authority Having Jurisdiction
- 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. Stormwater: City of Tacoma.
- C. Wastewater: City of Tacoma Environmental Services.
- D. Washington State Department of Labor and Industries.
- E. Tacoma Pierce County Health Department.
- F. Washington Department of Ecology.

1.03 APPLICABLE CODES

- A. International Code Council (ICC):
 - 1. Building code:
 - a. International Building Code (IBC), 2021:
 - 1) Washington State Amendments to the 2021 IBC (Chapter 51-50 WAC).
 - 2) Tacoma Municipal Code, as amended
 - 2. Electrical code:
 - a. National Fire Protection Association (NFPA), NFPA 70: National Electrical Code (NEC), 2020:
 - 1) Washington Administrative Code Chapter 296-46B.
 - 2) Tacoma Municipal Code, as amended

3. Energy code:
 - a. International Energy Conservation Code (IECC), 2021:
 - 1) Washington State Amendments to the 2021 IECC (Chapter 51-11C WAC).
 - 2) Washington State Energy Code, Commercial Provisions.
 - 3) Tacoma Municipal Code, as amended.
 4. Fire code:
 - a. International Fire Code (IFC), 2021:
 - 1) Washington State Amendments to the 2021 IFC (Chapter 51-54A WAC).
 - 2) Tacoma Municipal Code, as amended
 5. Fuel gas code:
 - a. As adopted and amended by the State of Washington and the City of Tacoma.
 6. Mechanical code:
 - a. International Mechanical Code (IMC), 2021:
 - 1) Washington State Amendments to the 2021 IMC (Chapter 51-52 WAC).
 - 2) Tacoma Municipal Code, as amended.
 7. Plumbing code:
 - a. Uniform Plumbing Code (UPC), 2021:
 - 1) Washington State Amendments to the 2021 UPC (Chapter 51-56 WAC).
 - 2) Tacoma Municipal Code, as amended
- B. Washington Department of Ecology:
1. National Pollutant Discharge Elimination System Municipal Permit.
- C. Noise control: Contractor shall conform with all requirements of City of Tacoma Noise Ordinance Number 28293.

1.04 OWNER-ACQUIRED PERMITS AND EASEMENTS

- A. The Contractor shall examine all issued permit conditions shown below and be responsible for complying with all conditions set forth. Failure of the Contractor to review all issued permit conditions will not relieve the Contractor from compliance with the requirements stated herein.
- B. Building Permit.

1.05 CONTRACTOR-ACQUIRED PERMITS

- A. In accordance with Documents 00_72_00 - General Conditions, and 00_73_00 - Supplemental Provisions, Section 5.02.
- B. The Contractor is responsible for preparing and submitting the TESC plans in accordance with Section 01_33_00 - Submittal and RFI Procedures.
- C. Disposal or hauling permits for disposal of waste materials.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01_42_00

REFERENCES

PART 1 GENERAL

1.01 SUMMARY

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions as Modified by the City of Tacoma and other Division 01 Specification Sections, apply to this Section.

1.02 DEFINITIONS

- A. This section is a continuation of Section 00_73_00 - Supplemental Conditions,
- B. General: Basic Contract definitions are included in the Conditions of the Contract.
- C. "Alternate" or "Alternates": The terms "Alternate" or "Alternates" are defined as alternate products, materials, equipment, installations or systems for the work, which may, at City's option and under terms established by these specifications be selected and attached by reference to the City-Contractor Agreement to either supplement or displace corresponding basic requirements of contract documents. Alternates may or may not substantially change scope and general character of the work; and must not be confused with "allowances", "unit prices", "change orders", "substitutions" and other similar provisions.
- D. "As directed": As required to complete the Work in accordance with all the requirements of the contract, and in conformance with codes, rules, regulations, and requirements of authorities having jurisdiction.
- E. "Attendant": As in 'all patching including attendant excavation'; in this instance meaning excavation required as a result of having to perform the patching.
- F. "Authority having jurisdiction": The agency or governmental authority responsible for enforcing codes, laws, rules, and other regulatory forces imposed on the Project, or Work.
- G. "Bid Proposal": The offer of a bidder, on the prescribed proposal form, properly executed, to perform the contract.
- H. "Bidder": A qualified individual, partnership, firm, corporation or joint venture licensed to do business in the State of Washington submitting a proposal.
- I. "City's Agent": An outside person or firm designated by the City as a representative of the City for certain specific tasks.
- J. "Commissioning Authority": An engineering consultant employed by the City to lead and perform commissioning activities.

- K. "Commissioning Authority": An engineering consultant employed by the City to lead and perform commissioning activities.
- L. "Contract": The written agreement between the contracting agency and the contractor setting forth the obligations of the parties thereunder including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment. The contract includes the proposal, plans, specifications, addenda, supplemental agreements and change orders modifying, extending or decreasing the work.
- M. "Coordinate": The term "coordinate" means satisfactorily combine the work of all trades for a complete and operating installation.
- N. "Contract Bond": The approved form of security furnished by the Contractor and his surety as required by the contract.
- O. "Contractor": The individual, partnership, Firm Corporation, or joint venture contracting with the City for performance of the prescribed work.
- P. "Directed": A command or instruction by City. Other terms including "requested", "authorized", "selected", "approved", "required", and "permitted" have the same meaning as "directed". Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted" and "permitted" mean "directed by City ", "requested by City ", etc. However, no such implied meaning will be interpreted to extend City's responsibility into Contractor's area of construction supervision.
- Q. "Drawings": The contract drawings which show the location, character, dimensions and details of the prescribed work. Also may be referred to as "Plans".
- R. "Experienced": When used with an entity, "experienced" means having successfully completed a minimum of 5 previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- S. "Manufacturer's Installation instructions": Includes instructions on the correct, intended means of installation and incorporation of a product or system into the construction for human occupancy.
1. Shall include a narrative describing the sequence of activities necessary for the correct, intended means of installation.
 2. Shall include information on the usual means of incorporation into the Work, including attachment, anchoring, placement, and securing.
 3. Throughout the Contract Documents, although it may not be specifically stated, the Contractor is to install all Work in accordance with Manufacturer's instructions and directions.
 4. Where Contractor is required to follow Manufacturer's instructions, directions and the like, but more than one manufacturer is involved in the Work, or its component parts, the Contractor must follow all Manufacturer's instructions, directions and the like.
 5. In the event of a conflict between Manufacturer's recommendations and instructions, and the Contract Documents, the Contractor must submit the

- discrepancy to the Manufacturer identified in this Section for an opinion as to resolution.
6. In the event of a conflict between Manufacturer's recommendations and Manufacturer's instructions, the Contractor must submit the discrepancy to the Manufacturer identified in this Section for an opinion as to resolution.
- T. "Plans": The contract drawings which show the location, character, dimensions, and details of the prescribed work. Also may be referred to as "Drawings".
- U. Product Data Sheets:
1. Includes the manufacturers stated purpose for the product.
 2. Includes information on testing that has been performed on the product for verification that it meets or exceeds standards of quality, performance, and other attributes.
 3. Includes information about the characteristics of the product, including whether it is part of a system, accessories required for use with the product, and similar information.
 4. Includes ordering information, packaging sizes, dimensions, available colors, and all necessary for proper review.
 5. Manufacturers' installation instructions are not substitutes for product data sheets.
 6. Products required for use by other trades not associated with construction will be reviewed on a case-by-case basis.
- V. "Product": The term used in the Project Manual includes materials, systems and equipment provided by the Contractor for use in the Work.
- W. "Project Manual": Is the 1 bound volume that includes:
1. Volume 1: General Requirements and Specification Division 00-01, Technical Specifications, Divisions 02 through 49, Appendixes, Project Details.
- X. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- Y. "Required": As necessary and appropriate for satisfactory performance and completion of the Work, and to meet the full requirements of the Contract in accordance with applicable codes, rules and regulations.
- Z. "Reviewed": Where used in conjunction with City's response to submittals, requests, applications, inquires, reports, and claims by Contractor, the meaning of the term "acceptance" will be held to limitations of City's responsibilities and duties as specified in General and Supplemental Conditions. In no case will "acceptance" by City be interpreted as a release of Contractor from responsibilities to fulfill requirements of the contract documents. Whenever a material, article or piece of equipment is identified on the Drawings or in the Project Manual by reference to manufacturer's or vendor's names, trade names, catalog numbers, or the like, and followed by the wording "or equivalent", "or accepted substitute" or "equivalent, as accepted", it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered

- AA. equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the City, of equivalent substance, appearance or function and has been approved by the City in writing prior to bid opening in conformance with the provision of the Instruction to Bidders. It shall not be purchased or installed by the Contractor without the City's prior written acceptance.
- BB. "Satisfactory": The term "satisfactory" means "satisfactory to the City/Owner". The City, in consultation with the Owner, shall be the sole judge of the acceptability of a product or an installation.
- CC. "Selected": The term "selected" means "selected by the City" and is not necessarily limited to a manufacturer's standard line of colors, finishes or details.
- DD. "Sight-exposed":
1. Surfaces and items that are visible by a person performing a normal inspection, and furthermore in a sitting, standing or otherwise ordinary position.
 2. Surfaces that are part of a larger assembly, but that are partly concealed or obstructed by elements of other construction are considered sight exposed surfaces for the entirety of the assembly.
- EE. "Similar to": Where the words "similar to" are used and followed by a manufacturer's name and product, model, or type number, such manufacturer, product, model or type number shall be considered as the standard of quality for the item or product work specified, in a general and technical sense, not meaning "identical", and the provisions of the paragraph herein pertaining to "or acceptance" shall apply to any other proposed material, article, or piece of equipment of other manufacturers or vendors.
- FF. "Specialist": An individual or firm of established reputation in an area of specialty:
1. This individual or firm must be regularly engaged in and maintain a regular force of workers skilled in manufacturing, fabricating, or otherwise performing required technical work at a level of proficiency suited to the Project.
- GG. "Specifications": The compilation of provisions and requirements for the performance of prescribed work.
- HH. "Subcontractor": An individual, partnership, firm, corporation or joint venture, to which the Contractor sublets part of the contract.
- II. "Surety": The sureties or surety company who engage to be responsible for the bidder's execution of the contract and contract bond, or is bound with the Contractor to insure performance of the contract, payment of all obligations pertaining to the work, and fulfillment of such other conditions as are specified in the contract and contract bond, or otherwise required by law.
- JJ. "Testing Agencies": Independent entity engaged to perform specific inspections or tests, either at Project site or elsewhere, or to report on and, if required, to interpret results of those inspections or tests.

KK. Verify:

1. Perform necessary evaluation, measurement, quantification, qualification, checking, study and investigation to determine conditions, measurements, tolerances, completeness or some other important aspect of the Work, or of existing conditions, materially and necessarily meets the appropriate criteria for the Work.
2. Verification is often required prior to commencing field activities associated with a portion of the Work.

LL. "Warranty Bond". Warranties guarantee for the City that the contractor will solve all warranty issues during the specified warranty period, which is 1 year from the date of substantial completion for all warranties.

MM. "Work": Work shall mean the furnishing of all labor, equipment, and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract. "Work" is described by Contract Documents and excludes only items identified as "N.I.C." (Not In Contract).

NN. Work Result:

1. A summation of the work activities necessary to achieve the prescribed results of systems that make up significant portions of the Work.
2. Section of the specifications that include Work Results in the title, bring together aspects of several Sections into a single integrated common whole.

1.03 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on CSI's 48-Division format and Master Format's numbering system.
- B. Specification Content: This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 1. Abbreviated Language: Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Streamlined Language: The Specifications generally use the imperative mood and streamlined language. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
 3. The words "shall be" are implied where a colon (:) is used within a sentence or phrase.

- C. Complementary Documents: Specifications and Drawings are complementary documents used to describe the Contract Work. Information identified, referenced or indicated in one but not in the other shall be included in the Contract Work and the Bid as if it were inclusive of both the drawings and the specifications:
 - 1. In the case of inconsistency between the Drawings and the Specifications or within either document, the Contractor shall request clarification during the bid process.
 - 2. In the event that inconsistencies are discovered too late to request clarification during the bid process, the Contractor shall provide, in the Bid, the greater of or stricter of Work required for a complete and functional installation, in accordance with the City's interpretation, without additional compensation to the Contractor or added cost to the City.
- D. Tense, Gender, Singular, Plural:
 - 1. Present tense words include future tense.
 - 2. Words in masculine gender include feminine and neuter genders.
 - 3. Words in the singular include plural.
 - 4. Plural words include singular.
- E. Specification by Reference:
 - 1. Materials referenced in the Specifications by standard, or number; symbol; or title of a specific standard complies with the following:
 - a. Be identified as a trade association standard, such as the American Architectural Manufacturers Association (AAMA); or
 - b. Be identified as a state or federal specification, such as the Washington State Facility Construction, or
 - c. Be identified as standard employed by an independent research and testing organization, such as Underwriters Laboratories, American National Standards Institute, or American Society for Testing and Materials.
- F. Methods of Specifying:
 - 1. The techniques of specifying employed to communicate requirements varies through the Specifications.
 - 2. Techniques may include the following methods:
 - a. Prescriptive.
 - b. Open-generic prescriptive.
 - c. Compliance with standards.
 - d. Performance.
 - e. Proprietary.
 - f. A combination of these.
 - 3. The techniques employed for one unit of Work has no bearing on the requirements for another unit of Work.

1.04 DRAWINGS, DIMENSIONS AND MEASUREMENTS

- A. General:
 - 1. Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other portions of the work.

2. Where the word “similar” or (“sim.”) occurs on the Drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.
- B. Content of Drawings by Discipline:
1. The Contract Documents include drawings, details, schedules, specifications etc. Categorized by various disciplines for the convenience of the bidder but are not intended to define the exact content of each sub-bid - that is the job of the Prime Bidder.
 2. While each category of the documents work associated with that discipline, they also may show work of other disciplines for clarification or coordination of the work. Inclusion of such information is for the convenience of the bidder and sub-bidder and does not relieve the bidder or sub-bidder of the responsibility to include all required work in their bid. Each trade must be fully familiar with the drawings of other trades to determine a comprehensive bid amount.

1.05 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Owner for a decision before proceeding.
1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.
- E. Drawing Symbols: Except as otherwise indicated, graphic symbols used on Drawings are those symbols recognized in the construction industry for purposes indicated; refer also to the Drawings.

1.06 ABBREVIATIONS AND ACRONYMS

A. Project Specific Abbreviations:

1. COT: City of Tacoma.
2. ES: Environmental Services.
3. ESSE: Environmental Services, Science and Engineering.
4. PWD: Public Works Department.
5. TPD: Tacoma Police Department.
6. TMB: Tacoma Municipal Building.
7. TPU: Tacoma Public Utilities.

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and website addresses are subject to change and are believed to be accurate and up to date as of the date of the Contract Documents.

Abbreviation		Telephone Number	Website
AA	Aluminum Association, Inc. (The)	(202) 862-5100	www.aluminum.org
ACI	American Concrete Institute Americans with Disabilities Act (ADA)	(248) 848-3700	
ADAAG	Americans with Disabilities Act (ADA)		
AGC	Associated General Contractors of America (The)	(703) 548-3118	www.agc.org
AISC	American Institute of Steel Construction	(800) 644-2400	www.aisc.org
AISI	American Iron and Steel Institute	(202) 452-7100	www.steel.org
ANSI	American National Standards Institute	(202) 293-8020	www.ansi.org
ASCA	Architectural Spray Coaters Association	(609) 848-6120	www.ascassoc.com
ASCE	American Society of Civil Engineers	(800) 548-2723	www.asce.org
ASTM	ASTM International (American Society for Testing and Materials)	(610) 832-9585	www.astm.org
AWS	American Welding Society	(800) 443-9353	www.aws.org
CFR	Code of Federal Regulations	(305) 443-9353	
CSI	Construction Specifications Institute (The)	(800) 689-2900	www.csinet.org
CWHSSA	Contract Work Hours and Safety Standards Act		
ICBO	International Conference of Building Officials	(703) 684-0300	
ICC	International Code Council		
ICC-ES	ICC Evaluation Service, Inc.		
ICRI	International Concrete Repair Institute, Inc.	(651) 366-6095	www.icri.org
MPI	Master Painters Institute	(888) 674-8937	www.paintinfo.com
NACE	International (National Association of Corrosion Engineers	(281) 228-6200	www.nace.org
SAE	SAE International	(724) 776-4841	www.sae.org
SSINA	Specialty Steel Industry of North America	(800) 982-0355	www.ssina.com
SSPC	Steel Structure Painting Council	(877) 281-7772	
SSPC	SSPC: The Society for Protective Coatings	(412) 281-2331	www.sspc.org

Abbreviation		Telephone Number	Website
SWRI	Sealant, Waterproofing, and Restoration Institute	(816) 472-7974	www.swrionline.org
TSWMM	Tacoma Surface Water Management Manual		
UMC	Uniform Mechanical Code		
WAC	Washington Administrative Code		
WISHA	Washington Industrial Safety and Health Act		
WSDOT	Washington State Department of Transportation		
APTA	American Public Works Association Standard Specifications		
EPA	Environmental Protection Agency	(202) 260-2090	www.epa.gov
OSHA	Occupational Safety & Health Administration	(800) 321-6742	www.osha.gov
L&I	Washington State Department of Labor & Industries	(202) 693-1999	
DOE	Washington State Department of Ecology		
DOR	Washington State Department of Revenue		
GA	Washington State Department of General Administration		

1.07 GOVERNING REGULATIONS AND AUTHORITIES

A. General:

1. The procedure followed by the Owner has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing the contract documents, recognizing that such information may or may not be of significance in relation to the Contractor's responsibilities for performing the work.
2. Contact governing authorities directly for necessary information and decisions having a bearing on the performance of the work.
3. Notwithstanding reference in these Specifications to any rule or regulation, the Architect does not assume any duty to provide supervision of construction methods or processes.

B. List of Local Governing Agencies:

1. Building: City of Tacoma Planning and Development Services (PDS).
2. See Supplemental Conditions.

C. Trade Jurisdictions:

1. It is a procedural requirement that the Contractor maintain, and require the prime subcontractors to maintain, complete current information on jurisdictional matters, regulations, actions and pending actions, as applicable to the performance of the work, and that these be discussed at appropriate project meetings at the earliest feasible dates, and that information of particular relevance be recorded along with actions agreed upon.
2. The manner in which the contract documents have been organized and subdivided is not intended to be an indication of jurisdictional or trade agreements.

3. Assign and subcontract the work and employ tradesmen and labor, in a manner which will not unduly risk jurisdictional disputes of the kind which could result in conflicts, delays, claims and losses in the performance of the work.

1.08 SUBMITTALS

A. General:

1. Submit the following in accordance with the 00_72_00 - General Conditions for Washington State Facility Construction of Contract and Section 01_33_00 - Submittal and RFI Procedures.

B. Permits, Licenses, and Certificates:

1. For the City's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established in conjunction with compliance with standards and regulations bearing upon performance of the Work, within 5 working days of their receipt by the contractor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01_45_00

QUALITY CONTROL

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Quality control and control of installation.
 - 2. Tolerances.
 - 3. References.
 - 4. Authority and duties of Owner's representative or inspector.
 - 5. Testing and inspection services.
 - 6. Contractor's responsibilities.

1.02 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturer's instructions, including each step in sequence.
- C. When manufacturer's instructions conflict with Contract Documents, request clarification from Owner seven (7) Calendar days before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. When specified, products will be tested and inspected at point of origin and/or at Work site:
 - 1. Notify Owner in writing in accordance with the notification timeframe requirements defined in other technical specifications when products will be ready for testing and inspection at point of origin.
 - 2. Do not construe those satisfactory tests and inspections at point of origin is final acceptance of products, or system as a whole. Satisfactory tests or inspections at point of origin do not preclude retesting or re-inspection at Work site.
- H. Do not ship products which require testing and inspection at point of origin prior to testing and inspection.

- E. Inspector will:
 - 1. Conduct on-site observations of the Work in progress to assist Owner in determining when the Work is, in general, proceeding in accordance with Contract Documents.
 - 2. Report to Owner whenever Inspector believes that Work is faulty, defective, does not conform to Contract Documents, or has been damaged; or whenever there is defective material or equipment; or whenever Inspector believes the Work should be uncovered for observation or requires special procedures.

1.06 TESTING AND INSPECTION SERVICES

- A. In accordance with Documents 00_72_00 - General Conditions, and 00_73_00 - Supplemental Conditions, paragraph 5.15.
- B. The Owner's independent testing firm will perform tests, inspections and other services specified in individual specification sections and as required by Owner.
- C. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing inspections and source quality control as required by the Contract Documents.
- D. Reports will be submitted by independent testing firm to Owner and Contractor indicating observations and results of tests and indicating compliance or non-compliance.
- E. Non-compliance with Contract Documents. Each report shall include:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Testing laboratory name, address, and telephone number.
 - 4. Name and signature of laboratory inspector.
 - 5. Date and time of sampling or inspection.
 - 6. Record of temperature and weather conditions.
 - 7. Date of test.
 - 8. Identification of product and specification section.
 - 9. Location of sample or test in Project.
 - 10. Type of inspection or test.
 - 11. Results of tests and compliance with Contract Documents.
 - 12. Interpretation of test results, when requested by Owner.
- F. Contractor shall cooperate with independent testing firm, furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested:
 - 1. Notify Owner and independent testing firm seven (7) Calendar days prior to expected time for operations requiring testing.
 - 2. Make arrangements with independent testing firm and pay for additional samples and tests required for Contractor's use.
- G. Limitations of authority of testing Laboratory: Owner's independent testing firm or Laboratory is not authorized to:
 - 1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

1.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When Manufacturers' tolerances conflict with Contract Documents, request clarification from Owner seven (7) Calendar days before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.04 REFERENCES

- A. American Society for Testing and Materials (ASTM): E 329 - Standard for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
- B. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- C. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
- D. Obtain copies of standards where required by product specification sections.
- E. When specified reference standards conflict with Contract Documents, request clarification from Owner before proceeding.

1.05 AUTHORITY AND DUTIES OF OWNER'S REPRESENTATIVE OR INSPECTOR

- A. Owner's Project Representative employed or retained by Owner is authorized to inspect the Work for compliance with requirements of the Contract Documents. Whereas the Contract Documents refer to the term "Engineer" for notification or approval, the Contractor is also required to notify or receive approval from the Owner.
- B. Inspections may extend to entire or part of the Work and to preparation, fabrication, and manufacture of products for the Work.
- C. Deficiencies or defects in the Work which have been observed will be called to Contractor's attention.
- D. Inspector will not:
 - 1. Alter or waive provisions of Contract Documents.
 - 2. Inspect Contractor's means, methods, techniques, sequences, or procedures for construction.
 - 3. Accept portions of the Work, issue instructions contrary to requirements of Contract Documents, or act as foreman for Contractor; supervise, control, or direct Contractor's safety precautions or programs; or inspect for safety conditions on Work site.

2. Agency or laboratory may not approve or accept any portion of the Work.
 3. Agency or laboratory may not assume duties of Contractor.
 4. Agency or laboratory has no authority to stop the Work.
- H. Testing and employment of an independent testing firm or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- I. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent testing firm. Payment for re-testing or re-inspection will be the sole responsibility of the Contractor.
- J. The Owner's independent testing firm responsibilities will include:
1. Test samples of mixes submitted by Contractor.
 2. Provide qualified personnel at site. Cooperate with Owner, and Contractor in performance of services.
 3. Perform specified sampling and testing of products in accordance with specified standards.
 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 5. Promptly notify Owner and Contractor of observed irregularities or non-conformance of Work or products.
 6. Perform additional tests required by Contract Documents.
 7. Attend preconstruction meetings and progress meetings, as requested by Owner.
- K. Independent testing firm individual test reports: After each test, independent testing firm will promptly submit report electronically through Trimble to Owner and to Contractor. Include the following:
1. Date issued.
 2. Project title and number.
 3. Name of inspector.
 4. Date and time of sampling or inspection.
 5. Identification of product and specifications section.
 6. Location in Project.
 7. Type of inspection or test.
 8. Date of test.
 9. When required by applicable laws, regulations, or the Contract Documents.”.
 10. Summary of conformance with Contract Documents.

1.07 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with independent testing firm or laboratory personnel and provide access to construction operations.
- B. Notify Owner's Project Representative of work requiring scheduled testing in accordance with the notification timeframe requirements defined in other technical specifications or a minimum of seven (7) Calendar days in advance, whichever is earlier.

- C. Furnish product test reports electronically in accordance with Section 01_31_50 - Web Based Construction Document Management
- D. Furnish incidental labor and facilities:
 - 1. To provide access to construction to be tested.
 - 2. To obtain and handle samples at work site or at source of product to be tested.
 - 3. To facilitate inspections and tests.
- E. For all Contractor-required testing, the Contractor shall provide the services of an independent testing laboratory which complies with the requirements of ASTM E329.
- F. Contractor shall verify and provide expiration dates for all material used for any concrete and surface restoration.

1.08 COSTS

- A. Paid by the Contractor:
 - 1. Testing to demonstrate and confirm conformance with the Contract Documents.
 - 2. Retesting and re-inspections required due to defective work.
 - 3. Testing performed for the convenience of the Contractor.
 - 4. Piping System Testing per specification Section 40_05_00.09 - Piping Systems Testing.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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.

1.02 TEMPORARY UTILITIES

- A. Temporary electrical power:
 - 1. Contractor to provide wire and connect to provide Amp/Volt requirement and temporary wire. Owner Electrical and Instrumentation (E&I) staff to confirm requirements and E&I terminate Contractor wire in appropriate panels.
 - 2. Contractor shall provide overcurrent and ground fault protection.
 - 3. The Contractor's temporary power service shall not interfere with or disrupt the facility when in continuous operation as defined in Section 01_14_00 - Work Restrictions.
- B. Temporary electrical lighting:
 - 1. In work areas, provide temporary lighting sufficient to maintain lighting levels during working hours not less than lighting levels required by OSHA and WISHA.
- C. Temporary water:
 - 1. Pay for and construct facilities necessary to connect to Owner's existing potable water service.
 - 2. Contractor shall provide an approved backflow prevention device for temporary connections, as required by local jurisdiction.
- D. Temporary sanitary facilities:
 - 1. Provide 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 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.
- E. Temporary telephone:
 - 1. Provide temporary telephone service, high speed internet and facsimile line service for the Contractor's use.

- F. Temporary Fire Protection:
 - 1. Provide 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.
- G. 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.
- I. Temporary Mixed Liquor Channel Operation:
 - 1. The Contractor shall furnish, install, operate, and maintain a temporary air supply and bubbler system to ensure uninterrupted operation of the Mixed Liquor (ML) Channel during construction.
 - 2. The temporary systems shall be fully operational prior to removal, isolation, or disruption of any existing spray water lines, low-pressure air lines, or chemical dosing systems serving the ML Channel.
 - 3. The Contractor shall submit a Temporary Mixed Liquor Channel Operation Plan for Engineer's review in accordance with Section 01_33_00 – Submittal and RFI Procedures.
 - 4. The temporary system shall include, but not be limited to:
 - a. Temporary low-pressure air mixing system and spray water system to mitigate floating scum and maintain solids suspension.
 - b. Required piping, supports, valves, air supply source, power, controls, and appurtenances.
 - c. Daily monitoring, operation, and maintenance during the duration of use.
 - 5. Temporary Spray Water System Requirements:
 - a. Provide a temporary spray water system capable of maintaining scum control and solids suspension equivalent to existing operation.
 - b. Provide piping, pumps, and controls sized to meet required flow and pressure.
 - c. Temporary spray water headers shall be sized to match required performance; the Contractor may use existing yard water supply pipeline where adequate.
 - 6. Temporary Low-Pressure Air Mixing System Requirements:
 - a. Provide a temporary air mixing system capable of maintaining solids suspension and preventing scum formation equivalent to existing operation.
 - b. Provide piping, diffusers, and air supply sized to meet required performance. Temporary low-pressure air header pipe shall be 8 inches in diameter.
 - c. Contractor may use existing piping and spargers where adequate.
 - 7. Temporary systems shall meet all applicable safety, process, and environmental requirements described in Sections 01_14_00, 01_35_00, and Division 40.
 - 8. Maintain and monitor temporary systems until permanent systems are installed, tested, and accepted by the Owner. Remove all temporary components and restore any disturbed areas in accordance with Section 01_77_00 – Closeout Procedures

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.
- B. Use construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities of ample size and capacity to adequately support and move loads.
- C. Design temporary supports with adequate safety factor to assure adequate load bearing capability:
 - 1. When requested, submit design calculations for supports, shoring, and scaffolds by professional registered engineer in Washington prior to application of loads.
 - 2. Submitted design calculations are for information and record purposes only.
- D. 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.
- E. Barricades:
 - 1. Place barriers at ends of excavations and along excavations to warn pedestrian and vehicular traffic of excavations.
 - 2. Provide barriers with flashing lights after dark.
 - 3. Keep barriers in place until excavations are entirely backfilled and compacted.
 - 4. Barricade excavations to prevent persons from entering excavated areas in streets, roadways, parking lots, treatment plants, or other public or private areas.
 - 5. Warning devices and barricades: Adequately identify and guard hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Devices shall conform to minimum requirements of OSHA and State agency which administers OSHA regulations where Project is located.

1.04 SITE ACCESS

- A. The Project is located within the Central Wastewater Treatment Plant (between the Secondary Clarifiers). The site shall remain secure throughout the duration of construction.
- B. Site Security: as specified in Section 01_14_00 - Work Restrictions.
- C. Personnel identification: as specified in Section 01_14_00 - Work Restrictions.
- D. Onsite 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 daily.
2. Maintain similar roads to existing facilities on site of the Work to provide access for maintenance and operation daily.
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 in accordance with the (TESC). Under no circumstances shall vehicles leaving the site track mud off the site onto the public right-of-way.

1.05 TEMPORARY CONTROLS

- A. Noise control:
 1. Comply with City of Tacoma Noise Ordinance (Chapter 8.122 of the Tacoma Municipal Code) limiting construction noise levels.
 2. Use equipment and construction methods that minimize noise and vibration impacts to adjacent properties.
 3. Coordinate work hours and noisy operations with Owner.

1.06 FIELD OFFICES AND SHEDS

- A. Contractor's field office:
 1. Maintain on Project Site weather tight space for storing 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.
 4. Contractor must request approval from Owner to utilize and buildings or areas for field office activities provided the Contractor can demonstrate that utilizing this space will not adversely affect Central Wastewater Treatment Plant operation or maintenance, construction, or staging.

1.07 REMOVAL

- A. Remove temporary buildings and furnishings before inspection for Physical Completion or when directed.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Remove underground installations to minimum depth of 24 inches and grade to match surrounding conditions unless otherwise indicated.
- D. 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_73_00
CUTTING AND PATCHING

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Specification Sections include but are not necessarily limited to
 - 1. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions, and other Divisions 00 and 01 Sections, apply to work of this Section.

1.02 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.03 SUBMITTALS

- A. See Specification Section 01_33_00 - Submittals and RFI Procedures for requirements for the mechanics and administration of the submittal process.
- B. Proposed Cutting method and locations.
- C. Scan results or clearance confirmation,
- D. Repair/patching materials to be used on exposed or structural surfaces, including concrete repair materials compatible with wastewater exposure.

1.04 WARRANTY

- A. Warranty provisions shall be as defined in the General Conditions. Cutting and patching work shall be included within such warranties.

PART 2 PRODUCTS

2.01 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.

- B. Existing Materials: Use materials identical to existing materials, if not available submit substitution for Owner approval. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
- C. Concrete patch materials shall be resistant to wastewater exposure and chemical environments, including chlorinated water and hydrogen sulfide conditions.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed:
 - 1. Before cutting, channeling, or core drilling any surface, ensure that no penetration of any other systems will be made:
 - a. Verify that area is clear and free of conduits, cables, piping, ductwork, post-tensioning cables, etc. **IF FOUND, STOP WORK IMMEDIATELY AND NOTIFY OWNER.**
 - b. Scanning shall be performed by qualified technicians and results shall be sealed and signed. Use tone-locate, ground-penetrating radar (GPR), X-ray, or other non-destructive method appropriate for the surface and site conditions.
 - c. Provide results of examination to Owner for review prior to disturbing surface. Scanning results shall be signed and sealed by qualified scanning technician. Additional scanning shall be performed as required to verify safe cutting locations and to avoid existing rebar, conduits, or process components.
 - d. Provide a minimum concrete cover in accordance with ACI 318 and structural drawings. Do not disturb or cut through rebar unless specifically approved by the Owner's Structural Engineer. Core drilling through rebar is not permitted unless approved in writing by the Owner's Structural Engineer.
 - e. locations.
 - 2. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers. Product shall be compatible with immersion in the wastewater environment.
 - 3. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.
 - 4. Confirm whether work area is within a confined space or requires bypass/dewatering. Contractor shall comply with Section 01_35_00 and all project bypass/dewatering requirements prior to cutting.

3.02 PREPARATION

- A. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- B. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

- C. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.
- D. Dewatering / bypass: Provide temporary dewatering or bypass pumping as required to maintain dry conditions and continuous operation of affected wastewater processes.

3.03 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
 - 2. Employ qualified installer or fabricator to perform cutting, fitting and patching of the following surfaces:
 - a. Weather-exposed or moisture-resistant surfaces.
 - b. Sight-exposed finished surfaces.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations:
 - 1. Coordinate with subcontractors to ensure all necessary penetrations for their work are identified and provided as part of their respective scopes.
 - 2. Use methods least likely to damage adjacent construction.. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use. Do not over-cut at corners.
 - 3. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 4. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Patch finish shall match adjacent surfaces to the extent feasible, with no visible depressions, cracks, or discoloration.

3.04 CLEANING

- A. All cleaning performed shall be in accordance to manufacturer recommendations.

- B. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- C. Including work of other sections, clean, repair, and touchup, or replace when directed, products which have been soiled, discolored, or damaged by Work of this Section.
- D. Remove debris from Project Site at weekly intervals, and when cutting, fitting and patching in the affected area is concluded.

END OF SECTION

SECTION 01_74_00

CLEANING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Intermediate and final cleaning of Work not including special cleaning of closed systems specified elsewhere.
 - 2. Coordinate cleaning with requirements in Section 01_77_00 - Closeout Procedures and technical sections requiring specialty cleaning.

1.02 STORAGE AND HANDLING

- A. Store cleaning products and cleaning wastes in containers specifically designed for those materials.
- B. MSDS (SDS) available on site
- C. Label and provide secondary containment for chemicals
- D. Storage away from ignition sources.
- E. Spill response kits required.
- F. No storage near storm drains.
- G. Secondary containment sized for 110% of container volume.

1.03 SCHEDULING

- A. Schedule cleaning operations so that dust and other contaminants disturbed by cleaning process will not fall on newly painted surfaces.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Cleaning Agents.
- B. Compatible with surface being cleaned.
 - 1. New and uncontaminated.
 - 2. For Manufactured Surfaces: Material recommended by manufacturer.
- C. Use environmentally friendly cleaning agents where feasible. Avoid products with high VOCs or environmentally harmful solvents.

PART 3 EXECUTION

3.01 CLEANING - GENERAL

- A. Prevent accumulation of wastes that create hazardous conditions.
- B. Conduct cleaning and disposal operations to comply with laws and safety orders of governing authorities.
- C. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains or sewers.
- D. Dispose of debris in accordance with City of Tacoma regulations and the Washington State Department of Ecology guidelines. Submit disposal tickets upon request
- E. Handle materials in a controlled manner with as few handlings as possible.
- F. Do not drop or throw materials from heights greater than 4 feet or less than 4 feet if conditions warrant greater care.
- G. On completion of work, leave area in a clean, natural looking condition.
 - 1. Remove all signs of temporary construction and activities incidental to construction of required permanent Work.
- H. Do not burn onsite.
- I. Contractor shall maintain a cleaning log, updated weekly, and submit to Owner upon request. Final cleaning shall be subject to Owner inspection and approval prior to Physical Completion.
- J. No discharge of wash water to plant process unless approved.
- K. All cleaning water must be captured and disposed of properly.

3.02 EXTERIOR SITECLEANING

- A. Cleaning During Construction:
 - 1. Construction debris:
 - a. Confine in strategically located container(s):
 - 1) Cover to prevent blowing by wind.
 - 2) Haul from site minimum once a week.
 - b. Remove from work area to container daily.
 - 2. Soils, sand, and gravel deposited on paved areas and walks:
 - a. Remove as required to prevent muddy or dusty conditions.
 - b. Do not flush into storm sewer system.
- B. Final Cleaning:
 - 1. Leave exterior paved areas pressure washed and free of tire marks, stains, or residue. Restore all landscaped areas to original condition or as directed by Owner

END OF SECTION

SECTION 01_74_10

CONSTRUCTION WASTE MANAGEMENT

PART 1 GENERAL

1.01 SUMMARY

- A. The Contractor shall be responsible for properly disposing of all waste materials off-site at a designated waste disposal facility. The Contractor is responsible for all waste disposal fees.
- B. Drawings and general provisions of the Contract, including General Supplemental Conditions as Modified by the City of Tacoma and other Division 1 Specification Sections, apply to this Section.

1.02 RESOURCES AND REFERENCES

- A. Comply with requirements of Section 01_42_00 – References.
- B. The following list of resources is available to the Contractor to assist in compliance with the requirements of this Section.
 - 1. City of Tacoma, Solid Waste Division 253-407-6352.
 - 2. City of Tacoma Environmental Services and Sewer Transmission, as applicable.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 SEWAGE WASTE DISPOSAL

- A. The Contractor shall dispose of all sewage waste material removed during cleaning and construction operations at the City of Tacoma Decant Facility, located at 2101 Cleveland Way, Tacoma, WA, 98421, or at another off-site location licensed to receive sewage waste. The Contractor is responsible for all waste disposal costs.
- B. Conditions of Use for the City of Tacoma Eductor Decant Facility:
 - 1. The facility hours are Monday through Friday from 7:00 a.m. to 2:30 p.m., and 3:30 p.m. to 4:00 p.m. The facility is closed from 2:30 p.m. to 3:30 p.m. for City of Tacoma use only. The Contractor may request to use the facility by calling Sewer Transmission Maintenance at (253)591-5585, with a minimum 48-hour advance notice. Any disposal requests outside of regular hours, or with less than 48 hours of advance notice, will be dependent on staff availability at the time of the request. Contractor shall verify current facility hours, contact information, and disposal requirements prior to use.
 - 2. The Contractor, and any subcontractor hired to perform cleaning operations, shall attend a short facility orientation prior to actual use of the site at a time agreed upon with the contractor and the City's maintenance staff. Contact

Sewer Transmission Maintenance at 253-591-5585 to schedule an orientation of the facility.

3. All liquids and solids shall be dumped at the Eductor Decant Facility or another offsite facility. Decanting or discharging eductor equipment tanks into the City of Tacoma's wastewater collection system, storm system, or directly to the ground prior to disposal at an approved facility is strictly prohibited.
4. Maintain disposal records and receipts for all sewage and liquid waste disposal activities and submit to the Owner upon request.

END OF SECTION

SECTION 01_77_00
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Substantial completion
 2. Final cleaning.
 3. Physical Completion.
 4. Project Record Documents.
 5. Operation and maintenance manuals.
 6. Warranties.

1.02 SUBSTANTIAL COMPLETION

- A. General: Refer to Part 6 of the Supplemental Conditions as Modified by the City of Tacoma for additional procedures regarding Substantial Completion. In the event of any conflicts between this Section and the Supplemental Conditions, the latter shall take precedence.
- B. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Submit finalized City of Tacoma Standard Equipment List for Projects . Lists for Equipment Instruments, and Valves shall be filled out. An Excel file will be provided at time of construction.
 2. Submit AIA document G704 for Substantial Completion to Owner.
 3. Prepare a Contractor's Punch list of items to be completed and corrected, the value of items on the list, and reasons why the Work is not complete.
 4. Advise City of pending insurance changeover requirements.
 5. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 6. Obtain and submit releases permitting City unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 7. Prepare and submit Project Record Documents, operation and maintenance manuals, Physical Completion photo documentation, and similar final record information.
 8. Advise City's personnel of changeover in security provisions.
 9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 10. Submit changeover information related to City's occupancy, use, operation, and maintenance.
 11. Complete physical cleaning requirements, including touchup painting.

12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
13. Warranty must be submitted to Owner.

1.03 FINAL CLEANING

- A. Perform final cleaning prior to inspections for Physical Completion as defined in Documents 00_72_00 - General Conditions and 00_73_00 - Supplemental Conditions.
- 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 PHYSICAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Physical Completion and final payment, complete the following: (Submit all of the following items together—no partial submittals will be accepted.)
 1. Submit a final Application for Payment according to General Conditions for Washington State Facility Construction and Supplemental Conditions as Modified by City of Tacoma.
 - a. Submit an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner of property might in any way be responsible, have been paid or otherwise satisfied. (Use AIA Document G706).
 - b. Submit Contractor's Affidavit of Release of Liens (AIA Document G706A): If any liens are filed and cause the City to employ the services of any attorneys, the cost of the attorney services will be deducted from the retainage.
 - c. Refer to the requirements of the General Conditions and Supplemental Conditions for additional requirements.
 - d. Submit a letter from Contractors Bonding Company addressed to City and submitted to City approving release of final payment and waiving submittal of final receipts as well as a statement confirming the extension of the Bond for the one- year guarantee period. Final receipts from all

subcontractors and material and equipment suppliers shall be furnished to the City by the Contractor if the Surety does not waive this requirement. Letters to be in substantially the following form:

(Name of City)

Re: (Bond No.)

(Address)

(Name of Contractor)

(Name of

Project)

Ladies and

Gentlemen:

The (Name of Bonding Company), Surety on the above-named bond consents to payment of retained percentages and waives submittal of final receipts.

It is also agreed that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations and that the Bond is extended to include guarantees of workmanship and materials.

As stipulated for a period of 1 year from the date of physical completion as established by the City of Tacoma.

(NAME OF BONDING COMPANY)

By Attorney-in-Fact

2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the City's final punch list of ("punch list") items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, identifying the name and company of the individual who confirmed completion of each item, and date when confirmation inspection performed.
4. Submit consent of surety to final payment on AIA Form G707.
5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
6. Submit State Department of Labor and Industries Affidavit of Wages Paid (State Form 9843) approved by Department of Labor and Industries for Contractor and all Subcontractors.
7. Submit approved Record Documents.
8. Certification that all surplus materials identified in Contract Document have been delivered to the City's designated representative. Attach list of items and receipts with signature by City's designated representative for all items.
9. Submit approved O & M manuals.
10. Submit evidence of completion of City's training for all designated systems.
11. Evidence of Compliance with Requirements of governing Authorities.
 - a. Certificate of Occupancy, if not submitted at time of Substantial Completion. (Note: Certificate of Occupancy is required to be submitted

with Substantial Completion Request unless otherwise exempted by City in writing.)

b. Others as required by Regulatory Agencies.

12. Refer to General and Supplemental Conditions for additional requirements.

B. Physical Completion Inspection: Submit a written request for inspection for acceptance.

C. On receipt of request, City will either proceed with inspection or notify Contractor of unfulfilled requirements. City will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.05 PROJECT RECORD DOCUMENTS

A. General:

1. All record documents shall be In PDF format.
2. Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Maintain documents in a clean and dry environment.
3. Provide access to Project Record Documents for City's reference during normal working hours at the Contractor's field office.
4. Update Record Documents on a continuous basis in a neat and legible fashion. Include any changes made in materials, equipment, locations, alignments, elevations, and dimensions of work. Contractor shall never be more than 7 calendar days behind the current state of construction.
5. Bring up-to date Record Documents to the progress meetings where the City will verify the maintenance of the Record Documents as part of the condition precedent to approving the monthly progress payment disbursement process.
6. At the completion of the construction work, prior to final payment, all Record Documents shall be submitted to the City.

B. Record Drawings: Maintain and submit one full size set of blue- or black-line white prints of Contract Drawings.

1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Record locations relative to control points assigned to the Project.
 - c. Note changes of direction, locations, intersections and other characteristics of installed utilities.
 - d. Accurately record information in an understandable drawing technique.
 - e. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - f. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross- reference on Contract Drawings.

- g. Make annotations with erasable colored pencil conforming to the following color code:

Additions:	Red
Deletions:	Green
Comments	Blue
Dimensions:	Graphite

2. Mark important additional information that was either shown schematically or omitted from original Drawings.
 3. Identify deviations from the Contract Drawings.
 4. Note Change Order numbers, alternate numbers, and similar identification where applicable.
 5. Protect Record Drawings being created in the field from damage and deterioration.
 6. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit 1 copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Note related Change Orders and Record Drawings where applicable.
- D. Record Product Data: Submit 1 copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.
- E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.06 WARRANTIES

- A. Submittal Time: Submit written warranties on request of City for designated portions of the Work where commencement of warranties Substantial Completion is indicated. Preliminary written warranties must be submitted within 14 Calendar days

of the Notice to Proceed for review by the Owner. Final written warranties must be submitted within 14 Calendar prior to substantial completion.

- B. Partial Occupancy: Submit properly executed warranties within 14 Calendar days of completion of designated portions of the Work that are completed and occupied or used by City during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Warranties will be provided in paper form and electronically (PDF). Provide 1 paper warranty per warranty.
 - 2. Provide name, phone number, hours of operation, and point of contact for warranty issues.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Arrange for and properly dispose of surplus materials, waste products, and debris off-site.
- B. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 EXECUTION

3.01 REPAIR/RESTORATION

- A. Touch up or repair finished surfaces on structures, equipment, fixtures, and installations that are damaged prior to the inspection for Physical Acceptance. After completing surface repairs, the Contractor shall repaint the equipment or patched areas to match the color, texture, and finish of the existing coating, using products consistent with the original make and manufacturer. The finished surface shall present a uniform appearance across the entire area.
- B. Corrective Measures for Defective work as deemed required by the City:
 - 1. Take corrective action and employ measures to correct Work.
 - 2. Bring Work into accordance with requirements in the manufacturer's recommendations.
 - 3. Coordinate Work in such a way as to conform to the City's convenience.
 - 4. Contractor shall schedule all repair and restoration to perform corrective actions and measures to pose the least impact to the City's occupancy and function of the City's use of the Project.

3.02 PROTECTION

- A. Supervise and coordinate close-out activities to ensure no part of the construction completed, or in progress is subject to deleterious exposure during the construction period.

END OF SECTION

DIVISION 05

METALS

05_05_19	POST-INSTALLED CONCRETE ANCHORS
05_50_00	METAL FABRICATIONS
05_51_33	METAL STAIRS: CROSSOVER STAIRS

SECTION 05_05_19

POST-INSTALLED CONCRETE ANCHORS

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies post-installed anchorage to concrete, complete with washers and nuts.
- B. Post-installed concrete anchorage systems required to secure the various parts together and provide a complete installation are generally indicated on the Drawings. Where the anchorage design is absent, or insufficiently detailed to complete the installation, provide the anchorage design and submit for approval.
- C. The tabulation of items herein is not intended to be all inclusive, and it shall be the Contractor's responsibility to provide all metalwork and castings shown, specified, or which can reasonably be inferred as necessary to complete the project.

1.02 REFERENCED STANDARDS

- A. This Section incorporates by reference the latest revisions of the embedded standard referenced herein. In case of conflict between the requirements of this Section and those of a listed document, the requirements of this Section shall prevail.

Reference	Title
ASTM C881	Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
ASTM C882	Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete By Slant Shear
ASTM D648	Standard Test Method for Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position
ASTM D695	Standard Test Method for Compressive Properties of Rigid Plastics
ASTM F593	Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs
ASTM F594	Standard Specification for Stainless Steel Nuts
SSPC SP-1	Solvent Cleaning
SSPC SP-2	Hand Tool Cleaning
SSPC SP-3	Power Tool Cleaning
AC 193	Acceptance Criteria for Mechanical Anchors in Concrete Elements
AC 308	Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete Elements
ACI 355.2	Qualification of Post-Installed Mechanical Anchors in Concrete and Commentary
ACI 355.4	Qualification of Post-Installed Adhesive Anchors in Concrete and Commentary
IBC	International Building Code, Current Edition

1.03 SUBMITTALS

- A. Procedures: Section 01_33_00.
- B. Provide the following submittals:
 - 1. Manufacturer's product data.
 - 2. Manufacturer's information showing the recommended installation equipment and procedures for the following:
 - a. Mechanical anchors (expansion, undercut, screw etc.).
 - b. Adhesive anchor shall include instructions for the safe handling of adhesives.

1.04 EXPOSURE CONDITIONS

- A. Unless otherwise indicated, all submerged and/or non-submerged surfaces shall be considered wet or corrosive.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Unless otherwise specified, materials shall conform to the following:
 - 1. Anchor bolts and anchor rods:
 - a. Stainless steel: ASTM F593 Alloy Group 1 (AISI 304) or Alloy Group 2 (AISI 316), Condition CW1 as noted in the drawings.
 - 2. Threaded rod:
 - a. Stainless steel: ASTM F593 Alloy Group 1 (AISI 304) or Alloy Group 2 (AISI 316), Condition CW1 as noted in the drawings.
 - 3. Nuts: (Heavy Hex)
 - a. Stainless steel: ASTM F594 Alloy Group 1 (AISI 304) or Alloy Group 2 (AISI 316), Condition CW1 as noted in the drawings.
 - 4. Washers:
 - a. Stainless steel: ASTM A194 Type 304 or 316.
- B. Fasteners: all components of mating fasteners, bolts, nuts and washers, of the same material and coated by the same process.

2.02 CONCRETE ANCHORS

- A. Mechanical anchors:
 - 1. Mechanical anchors shall have an ICC Evaluation Service Report (ESR) indicating compliance with the requirements of IBC for use in cracked and uncracked concrete for the anchor type and concrete strength conditions for which the anchor will be used. The ESR shall indicate IBC compliance for use under seismic loading conditions. The basis of the ESR shall be Acceptance Criteria for Mechanical Anchors in Concrete Elements (AC193)
 - 2. Acceptable Manufacturers
 - a. Simpson Strong-Tie Company, Inc., "STRONG-BOLT 2" (expansion), and Torq-Cut (undercut)
 - b. Hilti, Inc., Kwik-Bolt KB-TZ (expansion), and HAD (undercut)
 - c. Powers Fasteners, Inc., "Power-Stud+ SD2" carbon steel anchors and "Power-Stud+ SD6" stainless steel anchors (expansion), and Atomic+Undercut
 - d. Approved Equal

B. Adhesive Anchors:

1. Adhesive anchors shall have an ICC Evaluation Service Report (ESR) indicating compliance with the requirements of IBC for use in cracked and uncracked concrete for the anchor type and concrete strength conditions for which the anchor will be used. The ESR shall indicate IBC compliance for use under seismic loading conditions. The basis of the ESR shall be Post-Installed Adhesive Anchors in Concrete Elements (AC308)
2. Do not use where fire or elevated temperatures exceeding 150 degrees F can occur, unless specifically shown otherwise.
3. Adhesive anchors installed horizontally or upwardly inclined shall be qualified in accordance with ACI 355.4 requirements for sensitivity to installation direction.
4. Epoxy Adhesive:
 - a. Meet ASTM C881, Type 1, Grade 3, Class A, B, or C.
 - b. Two-component, 100 percent solids, non-sag, paste, insensitive to moisture, designed to be used in adverse freeze/thaw environments, and gray in color. Cure Temperature, Pot Life, and Workability: Compatible for intended use and environmental conditions.
5. Mixed Epoxy Adhesive: Non-sag paste consistency holding the following properties:
 - a. Slant Shear Strength, ASTM C881 and ASTM C882, No Failure in Bond Line, Dry/Moist Conditions: 5,000 psi.
 - b. Compressive Strength, ASTM D695: 14,000 psi minimum.
 - c. Tensile Strength, ASTM D695: 4,500 psi.
 - d. Heat Deflection Temperature, ASTM D648: 135 degrees F, minimum.
6. Epoxy Adhesive Packaging:
 - a. Disposable, self-contained cartridge system capable of dispensing both epoxy components in the proper mixing ratio and fit into a manually or pneumatically operated caulking gun.
 - b. Dispense components through a mixing nozzle that thoroughly mixes components and places epoxy at base of predrilled hole.
 - c. Mixing Nozzles: Disposable, manufactured in several sizes to accommodate sizes of anchor rods.
 - d. Cartridge Markings: Include manufacturer's name, batch number, mix ratio by volume, product expiration date, ANSI hazard classification, and appropriate ANSI handling precautions.
7. Storage of Epoxy adhesive:
 - a. Store epoxy cartridges on pallets or shelving in a covered storage area.
 - b. Control temperature above 60 degrees F and dispose of cartridges if shelf life has expired. If stored at temperatures below 60 degrees F, test adhesive prior to use to determine if adhesive meets specified requirements.
8. Acceptable manufacturers:
 - a. Simpson Strong Tie, "Set-XP"
 - b. Hilti, "HIT-RE 500 V3"
 - c. Powers Fasteners, Inc., "PE1000+"
 - d. Approved Equal

C. Post-installed anchors shall be qualified for earthquake loading in accordance with ACI 355.2 or ACI 355.4.

D. Provide concrete anchors for the exposure conditions as noted below:

1. Fabricated metalwork or structural building or frame components:
 - a. All exposures: stainless steel.

2.03 STAINLESS STEEL FASTENER LUBRICANT (ANTI-SEIZING)

- A. Where stainless steel nuts and threaded fasteners are used, apply anti-seizing lubricant to the threads prior to making up the connections. Lubricant shall be manufactured and labeled for use with stainless steel and shall contain substantial amounts of molybdenum disulfide, graphite, mica, talc, or copper.

PART 3 EXECUTION

3.01 GENERAL

- A. Install per manufacturer's recommendations.
- B. Cutting and welding: not permitted.
- C. Provide beveled washers where mating surface is not square with the anchor bolt.

3.02 ANCHOR BOLT HOLES IN EQUIPMENT

- A. Shall not exceed the bolt diameters by more than:
 - 1. Bolts smaller than 1-inch: 25 percent
 - 2. Bolts 1-inch and larger: 1/4-inch.

3.03 ANCHOR INSTALLATION

- A. Installation shall not begin until the concrete or masonry receiving the anchors has attained its design strength.
- B. Install in strict conformance with manufacturer's written instructions.
- C. Use manufacturer's recommended drills and equipment.
- D. Unless otherwise specified, embedded length shall not include housekeeping pads or fill grout.
- E. Adhesive anchors shall not be installed when the temperature of the concrete is below 35 degrees F or above 110 degrees F.
- F. Installation of adhesive anchors horizontally or upwardly inclined to support sustained tension loads shall be performed by personnel certified by an applicable certification program. Certification shall include written and performance tests in accordance with the ACI/CRSI Adhesive Anchor Installer Certification program, or equivalent.
- G. Adhesive anchors installed in horizontal or upwardly inclined orientations to resist sustained tension loads shall be continuously inspected during installation by an inspector specially approved for that purpose by Project Representative. The special inspector shall furnish a report to the licensed design professional and Project Representative that the work covered by the report has been performed and that the materials used and the installation procedures used conform with the approved construction documents and the Manufacturer's Printed Installation Instructions (MPII).
- H. Furnish manufacturer's representative, for each type of concrete anchor used, to the jobsite to conduct jobsite training for proper installation, handling, and storage of each anchor system for personnel as required. Notify Project Representative of training session schedule.

END OF SECTION

SECTION 05_50_00

METAL FABRICATIONS

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies fabricated stainless steel metal items and other miscellaneous metalwork.

1.02 REFERENCED STANDARDS

- A. This Section incorporates by reference the latest revisions of the embedded standard referenced herein. In case of conflict between the requirements of this Section and those of a listed document, the requirements of this Section shall prevail.

Reference	Title
AISC 303	Code of Standard Practice for Steel Buildings and Bridges
AISC 360	Specification for Structural Steel Buildings
AISC DG27	Design Guide 27/Structural Stainless Steel
ASTM A6	Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
ASTM A240	Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications
ASTM A276	Standard Specification for Stainless Steel Bars and Shapes
ASTM A1069	Standard Specification for Laser and Laser Hybrid Welded Stainless Steel Bars, Plates, and Shapes
ASTM F436	Standard Specification for Hardened Steel Washers Inch and Metric Dimensions
ASTM F593	Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs
ASTM F594	Standard Specification for Stainless Steel Nuts
AWS D1.6	Structural Welding Code – Stainless Steel
IBC	International Building Code (as adopted by the Authority Having Jurisdiction)
SSPC	Association for Materials Protection and Performance

1.03 SUBMITTALS

- A. Procedures: Section 01_33_00.
- B. Provide the following submittals:
1. Manufacturer's product data showing conformance to the specifications.
 2. Detailed shop drawings.

3. Welding/welding operator AWS or WABO certificates and qualifications for the work being performed.
4. Welding procedures.

1.04 QUALITY ASSURANCE

- A. Shop and field welding shall conform to the requirements of:
 1. All other fabrications: AWS D1.6 minimum.
- B. The use of salvaged, reprocessed or scrap materials will not be permitted.
- C. All welding: by:
 1. All fabrications: AWS or WABO certified welders.
- D. Observation of Work: The Project Representative shall have access to any fabrication site or shop for the purpose of observing fabrication of items, structures, equipment, piping, electrical and other components which will be used in or incorporated in the work.
- E. Notification of Start of Work: Notify the Project Representative in advance of the start of fabrication. For fabrication sites within 50 miles of the project site, provide 48 hours notice. For fabrication sites greater than 50 miles from the project site, provide 7 days notice.
- F. Notification of Finish Work: Notify the Project Representative in advance of applying finish. For fabrication sites within 50 miles of the project site, provide 48 hours notice. For fabrication sites greater than 50 miles from the project site, provide 7 days notice.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Stainless Steel:
 1. Sheets and plates: ASTM A240, Type 316 or 316L.
 2. Shapes, bars, and similar items: ASTM A276, Type 316 or 316L or ASTM A1069 for laser-fused shapes.
 3. Bolts: ASTM F593G or F593H as required by size.
 4. Nuts: ASTM F594G or ASTM F594H as required by size.
 5. Washers: ASTM A240, Type 316.
- B. Welding Materials: AWS D1.6/D1.6M; type required for materials being welded

2.02 FASTENERS

- A. Finish: unless otherwise indicated, carbon steel bolts, screws, nuts, washers and all other steel fasteners: mechanically zinc-coated in accordance with ASTM F2329, unless noted otherwise.

2.03 12 GA CHANNEL

- A. Rolled ASTM A240, Type 304 or 316 or A276, Type 304 or 316, 12 ga thickness, 1 5/8" wide x 1 5/8" deep.

2.04 FINISH

- A. Unless otherwise indicated:
 - 1. Stainless steel: none.

PART 3 EXECUTION

3.01 EXAMINATION AND PREPARATION

- A. Verify measurements at the site.
- B. Verify that field conditions are acceptable and are ready to receive work.
- C. Make provisions for erection loads with temporary bracing. Keep work in alignment.
- D. Supply items required to be cast into concrete or embedded in masonry with setting templates.

3.02 FABRICATION

- A. All other fabrications: conform to AWS D1.6 minimum.
- B. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt-tight, flush, and hairline. Remove all burrs and weld splatter. Ease exposed edges to small uniform radius.
- C. Punch holes 1/16-inch larger than the nominal size of the bolts, unless otherwise indicated. Whenever needed because of the thickness of the metal, subpunch and ream or drill holes.

3.03 FINISH

- A. Welds and adjacent are to be prepared such that there are:
 - 1. No undercutting or reverse ridges on the weld beads.
 - 2. No weld spatter on or adjacent to the weld or any other area to be painted.
 - 3. No sharp peaks or ridges along the weld bead.
- B. All embedded pieces of electrode or wire and the adjacent weld: removed and replaced with new welds.
- C. Obtain Project Representatives approval before applying finish.

3.04 INSTALLATION

- A. Install items plumb, level and square, accurately fitted, and free from distortion or defects.
- B. Allow for erection loads and provide temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Fieldwork shall not be permitted on Metal Fabrication items. Drilling of bolts or enlargement of holes to correct misalignment will not be allowed.
- D. Protect encased or embedded dissimilar metals (both metals must be encased or embedded) from galvanic corrosion by means of pressure tapes, coatings or isolators.

- E. Place metalwork to be embedded in concrete accurately and hold in correct position while the concrete is placed or, if indicated, form recesses or blockouts in the concrete. Thoroughly clean the surfaces of metalwork in contact with or embedded in concrete. If accepted, recesses may be neatly cored in the concrete after it has attained its design strength, and the metalwork grouted in place.

END OF SECTION

SECTION 05_51_33

METAL STAIRS: CROSSOVER STAIRS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes design, fabrication, and installation of prefabricated crossover stairs for personnel to safely traverse over piping, conveyors, ductwork, or hazardous areas.
- B. Work includes:
 - 1. Stair stringers, treads, and landings
 - 2. Intermediate platforms
 - 3. Handrails and guardrails
 - 4. Structural supports and anchors
 - 5. Toe boards where required

1.02 REFERENCES

- A. OSHA Regulations:
 - 1. 29 CFR 1910.25 – Walking-Working Surfaces: Stairways
 - 2. 29 CFR 1910.28 – Fall Protection
 - 3. 29 CFR 1910.29 – Fall Protection Systems and Falling Object Protection: Criteria and Practices
- B. ASCE 7-16:
 - 1. Minimum Live Load for Industrial Platforms and Walkways: 60 psf uniform load or 300 lb concentrated load.

1.03 SUBMITTALS

- A. Product Data:
 - 1. Manufacturer's specifications, load ratings, and anchorage details.
 - 2. Submittals shall indicate compliance with OSHA 1910.25 for stair geometry and 1910.29 for guardrail requirements.
- B. Shop Drawings:
 - 1. Layouts, elevations, sections, connections, and installation details
- C. Certificates:
 - 1. Evidence of compliance with OSHA and ASCE standards
- D. Calculations:
 - 1. Signed and sealed structural calculations by a Professional Engineer licensed in the project jurisdiction showing compliance with loading requirements.

E. Warranty:

1. 1-year limited warranty on materials and workmanship

1.04 QUALITY ASSURANCE

A. Fabricator Qualifications:

1. Minimum 5 years' experience in manufacturing OSHA-compliant metal stair systems.

B. Installer Qualifications:

1. Trained personnel with documented experience installing similar systems.

C. Regulatory Requirements:

1. All components must meet applicable OSHA and ASCE codes at time of installation.
2. All welding shall comply with AWS D1.1 (steel) or AWS D1.2 (aluminum).

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's packaging, labeled with identification
- B. Store elevated off ground in dry, covered location.
- C. Protect against corrosion, deformation, and damage.
- D. Inspect delivered components for damage to protective coatings.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Acceptable manufacturers include:

- a. ErectaStep
- b. Garlock Safety Systems
- c. Approved Equal

2.02 MATERIALS

A. Structural Members:

1. Aluminum Alloy 6061-T6, conforming to ASTM B221 for extrusions and/or ASTM B209 for plate and sheet.
2. Finish: Type III hard anodized finish per MIL-A-8625, Class 1 or 2.

B. Treads:

1. OSHA-compliant fiber-reinforced plastic with grit (aggregate) top
2. Anti-slip surface
3. Minimum tread depth: 9 inches (OSHA 1910.25(c)(3))

C. Landings/Platforms:

1. Minimum length equal to stair width (OSHA 1910.25(b)(1))
 2. Uniform surface with adequate drainage
 3. Load rating per ASCE 7-16: 60 psf live load
 4. OSHA-compliant fiber-reinforced plastic with grit (aggregate) top
- D. Handrails/Guardrails:
1. Top rail: 42" +/- 3 inches above tread nosing
 2. Mid-rail and openings not exceeding 19 inches (OSHA 1910.29(b))
 3. 200 lb concentrated point load applied in any direction.
- E. Toe Boards:
1. Minimum 3.5 inches high where required (OSHA 1910.29(k))
- F. Fasteners and Anchors:
1. ASTM F3125 coated high-strength bolts or 316 Stainless Steel bolts
 2. Hilti Stainless Steel Kwik Bolt or approved equal anchors for fastening to concrete.

2.03 CONTRACTOR PROVIDED CROSSOVER STAIRS

- A. Provide prefabricated crossover stairs as indicated on the drawings.
- B. Stair manufacturer shall design, engineer, and furnish all mounting anchors, embed plates, base plates, and attachment hardware required for a complete installation.
- C. Anchorage design shall be based on project-specific loads, governing building code requirements, and actual supporting substrate conditions.
- D. Submit structural calculations and sealed drawings for all anchorage components. calculations and details shall be prepared, signed, and stamped by a professional engineer licensed in the state of Washington State.
- E. Provide anchors and installation in accordance with approved submittals.

PART 3 EXECUTION

3.01 PREPARATION

- A. Verify field dimensions and obstructions.
- B. Ensure mounting surfaces are level and structurally sound.

3.02 INSTALLATION

- A. Install per approved shop drawings and manufacturer's instructions
- B. Anchor securely to concrete, steel, or other structure in accordance with approved submittals.
- C. Verify stair slope: Between **30°–50°** (OSHA 1910.25(c)(2))

- D. Ensure uniform riser heights and tread depths throughout
- E. All connections shall be torqued or welded per manufacturer's recommendations.
- F. Install toe boards wherever there is a fall hazard to lower levels.

3.03 FIELD QUALITY CONTROL

- A. Perform final inspection with Owner's Representative.
- B. Test for proper alignment, structural stability, and compliance.
- C. Walk-through Inspection after major installation required.

3.04 CLEANING AND PROTECTION

- A. Remove debris and construction residues
- B. Protect finished stair system until project closeout

END OF SECTION

DIVISION 40

PROCESS INTEGRATION

40_05_00.01	COMMON WORK RESULTS FOR GENERAL PIPING
40_05_00.09	PIPING SYSTEMS TESTING
40_05_06	PIPE COUPLINGS
40_05_35	STAINLESS STEEL PIPE 2 ½" (DN65) AND LARGER
40_05_51	COMMON WORK RESULTS FOR VALVES
40_05_65	BALL VALVES

SECTION 40_05_00.01

COMMON WORK RESULTS FOR GENERAL PIPING

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Basic materials and methods for metallic and plastic piping systems.

1.02 REFERENCES

- A. American Society of Mechanical Engineers (ASME):
 - 1. B16.5 - Pipe Flanges and Flanged Fittings: NPS 1/2 Through 24.
- B. American Water Work Association (AWWA):
 - 1. C11 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe.
 - 2. C115 – Flanged Ductile Iron Pipe and Ductile Iron or Grey-Iron Threaded Flanges
 - 3. C151 - Ductile-Iron Pipe, Centrifugally Cast.
 - 4. C207 - Standard for Steel Pipe Flanges for Waterworks Services-Size 4 In. Through 144 In.
- C. ASTM International (ASTM):
 - 1. A74 - Standard Specification for Cast Iron Soil Pipe and Fittings.
 - 2. A193 - Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications.
 - 3. A194 - Standard Specification for Carbon Steel, Alloy Steel, and Stainless Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both.
 - 4. A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength.
 - 5. A320 - Standard Specification for Alloy-Steel and Stainless Steel Bolting for Low-Temperature Service.
 - 6. A563 - Standard Specification for Carbon and Alloy Steel Nuts.
 - 7. B88 - Standard Specification for Seamless Copper Water Tube.
 - 8. D2000 - Standard Classification System for Rubber Products in Automotive Applications.
 - 9. D2513 - Standard Specification for Polyethylene (PE) Gas Pressure Pipe, Tubing and Fittings.
 - 10. F2329 - Standard Specification for Zinc Coating, Hot-Dip, Requirements of Application to Carbon and Alloy Steel Bolts, Screws, Washers, Nuts, and Special Threaded Fasteners.
- D. NSF International (NSF):
 - 1. 61 - Drinking Water System Components - Health. Effects.

1.03 DEFINITIONS

- A. Buried pipes: Pipes that are buried in the soil with or without a concrete pipe encasement.
- B. Exposed pipe: Pipes that are located above ground, or located inside a structure, supported by a structure, or cast into a concrete structure.
- C. Underground pipes: Buried pipes - see Paragraph A. above.

PART 2 PRODUCTS

2.01 GENERAL

- A. Materials as specified in the appropriate specification and the plans, including special requirements for materials in contact with wastewater.

2.02 LINK TYPE SEALS

- A. Characteristics:
 - 1. Modular mechanical type, consisting of interlocking neoprene or synthetic rubber links shaped to continuously fill the annular space between the pipe and wall opening.
 - 2. Links to form a continuous rubber belt around the pipe.
 - 3. Provide a nylon polymer pressure plate with Type 316 stainless steel hardware. Isolate pressure plate from contact with wall sleeve.
 - 4. Hardware to be Type 316 stainless steel.
 - a. Provide anti-galling lubricant for threads.
- B. One of the following or equal:
 - 1. Link-Seal.
 - 2. Pipe Linx.

2.03 FLANGE BOLTS AND NUTS

- A. General:
 - 1. Washer:
 - a. Provide a washer for each nut.
 - b. Washer shall be of the same material as the nut.
 - 2. Nuts: Heavy hex-head.
 - 3. Cut and finish flange bolts to project:
 - a. Face of the bolt shall exceed face of nut by 1/8 inch minimum.
 - b. A maximum of 1/4 inch beyond outside face of nut after assembly.
 - 4. Tap holes for cap screws or stud bolts when used.
 - 5. Lubricant for stainless steel bolts and nuts:
 - a. Chloride-free.
 - b. Manufacturers: One of the following or equal:
 - 1) Huskey FG-1800 Anti-Seize.
 - 2) Weicon Anti-Seize High-Tech.

- B. Ductile iron pipe:
 - 1. On exposed pipes with pressures equal to or less than 150 pounds per square inch gauge (psig):
 - a. Bolts and Nuts: Type 316 stainless steel in accordance with ASTM F593.
- C. Plastic pipe:
 - 1. On exposed pipes:
 - a. Bolts and Nuts: Type 316 stainless steel in accordance with ASTM F593.
 - 2. On buried, underwater pipes, and pipes adjacent to wet walls:
 - a. Bolts: In accordance with ASTM A193, Grade B8M.
 - b. Nuts: In accordance with ASTM A194, Grade 8M.
- D. Steel pipe:
 - 1. On exposed pipes:
 - 1) For ASME B16.5 Class 150 flanges and AWWA C207 Class D flanges:
 - 2) Bolts and Nuts: Type 316 stainless steel in accordance with ASTM F593.
 - 2. On buried, underwater pipes, and pipes adjacent to wet walls:
 - a. Bolts: In accordance with ASTM A193, Grade B8M.
 - b. Nuts: In accordance with ASTM A194, Grade 8M.

2.04 GASKETS

- A. General.
 - 1. Gaskets shall be suitable for the specific fluids, pressure, and temperature conditions.
 - 2. Capable of being applied on surface of piping with cavities to provide for an improved seal with the internal piping pressure.
- B. Gaskets for flanged joints in ductile iron and steel piping for sewage service:
 - 1. Suitable for pressures equal and less than 150 pounds per square inch gauge, temperatures equal and less than 250 degrees Fahrenheit, and raw sewage service.
 - 2. Gasket material:
 - a. SBR or neoprene elastomer with minimum Shore A hardness value of 70.
 - b. Reinforcement: Cloth or synthetic fiber.
 - c. Thickness: Minimum 3/32-inch thick for less than 10-inch pipe; minimum 1/8 inch thick for 10-inch and larger pipe.
 - 3. Manufacturers: One of the following or equal:
 - a. Pipe less than 48 inches in diameter:
 - 1) Garlock, Style 7797.
 - 2) John Crane, similar product.
 - 3) US Pipe, Full face -TYTE, Full face -TYTE II
- C. Gaskets for flanged joints in polyvinyl chloride and polyethylene piping:
 - 1. Gaskets, seals, and joint materials for piping conveying PAC and polymer solutions shall be chemically compatible with the conveyed media and suitable for continuous service at 150 psi design pressure.

2. Gasket materials shall resist degradation, swelling, softening, leaching, or loss of sealing capability under exposure to PAC and polymer solutions at the concentrations and temperatures indicated in the Contract Documents.
3. Material:
 - a. Gasket material shall be one of the following or approved equal:
 - 1) Viton™ (FKM) elastomer
 - 2) PTFE-encapsulated elastomer (EPDM or FKM core)
 - b. Minimum performance characteristics:
 - 1) Maximum continuous service pressure: 150 psi
 - 2) Continuous service temperature range: -10 °F to 250 °F (-23 °C to 121 °C)
 - 3) Chemical resistance compatible with PAC slurries and liquid polymer feed solutions.
 - 4) Minimum Shore A hardness: 70.
 - c. Full-face gaskets shall be provided for all flanged joints in PAC and polymer systems unless otherwise indicated.
4. Manufacturers: One of the following or equal:
 - a. Garlock.
 - b. Flexitallic, or equal.

PART 3 EXECUTION

3.01 INSTALLATION

- A. General:
 1. Piping drawings:
 - a. Except in details, piping is indicated diagrammatically. Not every offset and fitting, or structural difficulty that may be encountered has been indicated on the Drawings. Sizes and locations are indicated on the Drawings.
 - b. Perform minor modifications to piping alignment where necessary to avoid structural, mechanical, or other type of obstructions that cannot be removed or changed.
 - 1) Modifications are intended to be of minor scope, not involving a change to the design concept or a change to the Contract Price or Contract Times.
 2. Piping alternatives:
 - a. Provide piping as specified in this Section, unless indicated on the Drawings or specified otherwise.
 - b. Alternative pipe ratings:
 - 1) Piping with greater pressure rating than specified may be substituted in lieu of specified piping without changes to the Contract Price.
 - c. Piping of different material may not be substituted in lieu of specified piping.
 - d. Valves in piping sections: Capable of withstanding specified test pressures for piping sections and fabricated with ends to fit piping.
 - e. Grooved joints: Use couplings, flange adapters, and fittings of the same manufacturer.

- f. Flanged joints: where 1 of the joining flanges is raised face type, provide a matching raised face type flange for the other joining flange.
 - 3. Unless otherwise indicated on the Drawings, piping at pipe joints, fittings, couplings, and equipment shall be installed without rotation, angular deflection, vertical offset, or horizontal offset.
- B. Wall and slab penetrations:
 - 1. Core drilled openings:
 - a. Do not damage or cut existing reinforcing bars, electrical conduits, or other items embedded in the existing concrete without acceptance by Owner.
 - b. Determine location of reinforcing bars or other obstructions with a non-destructive indicator device.
 - c. Remove dust and debris from hole using compressed air.
- C. Exposed piping:
 - 1. Install exposed piping in straight runs parallel to the axes of structures, unless otherwise indicated on the Drawings:
 - a. Install piping runs plumb and level, unless otherwise indicated on the Drawings.
 - 1) Slope plumbing drain piping with a minimum of 1/4-inch per foot downward in the direction of flow.
 - 2. Install exposed piping after installing equipment and after piping and fitting locations have been determined.
 - 3. Support piping: As detailed on the Drawings:
 - a. Do not transfer pipe loads and strain to equipment.
 - 4. In addition to the joints indicated on the Drawings, provide unions, flexible couplings, flanged joints, flanged coupling adapters, and other types of joints or means which are compatible with and suitable for the piping system, and necessary to allow ready assembly and disassembly of the piping.
 - 5. Assemble piping without distortion or stresses caused by misalignment:
 - a. Match and properly orient flanges, unions, flexible couplings, and other connections.
 - b. Do not subject piping to bending or other undue stresses when fitting piping.
 - c. Do not correct defective orientation or alignment by distorting flanged joints or subjecting flange bolts to bending or other undue stresses.
 - d. Flange bolts, union halves, flexible connectors, and other connection elements shall slip freely into place.
 - e. Alter piping assembly to fit when proper fit is not obtained.
- D. Buried piping:
 - 1. Bury piping with minimum 3-foot cover without air traps, unless otherwise indicated on the Drawings.
 - 2. Where 2 similar services run parallel to each other, piping for such services may be laid in the same trench.
 - a. Lay piping with sufficient room for assembly and disassembly of joints, for thrust blocks, for other structures, and to meet separation requirements of public health authorities having jurisdiction.
 - 3. Laying piping:

- a. Lay piping in finished trenches free from water or debris. Begin at the lowest point with bell ends up slope.
 - b. Place piping with top or bottom markings with markings in proper position.
 - c. Lay piping on an unyielding foundation with uniform bearing under the full length of barrels.
 - d. Where joints require external grouting, banding, or pointing, provide space under and immediately in front of the bell end of each section laid with sufficient shape and size for grouting, banding, or pointing of joints.
 - e. At the end of each day's construction, plug open ends of piping temporarily to prevent entrance of debris or animals.
- E. Venting piping under pressure:
- 1. Lay piping under pressure flat or at a continuous slope without air traps, unless otherwise indicated on the Drawings.
 - 2. Install plug valves as air bleeder cocks at high points in piping.
 - a. Provide 1-inch plug valves for water lines, and 2-inch plug valves for sewage lines, unless otherwise indicated on the Drawings.
 - 3. Provide additional pipe taps with plug cocks and riser pipes along piping as required for venting during initial filling, disinfecting, and sampling.
 - 4. Before piping is placed into service, close plug valves and install plugs. Protect plugs and plug valves from corrosion.

3.02 CLEANING

- A. Piping cleaning:
- 1. Upon completion of installation, clean piping interior of foreign matter and debris.
 - 2. Perform special cleaning when required by the Contract Documents.
- B. Cleaning potable water piping:
- 1. Flush and disinfect potable water piping in accordance public health authorities and in a manner acceptable to the Owner prior to placing in operation.
- C. Conduct pressure and leak test, as specified. Testing methods, pressures, and acceptance criteria are specified in Section 40_05_00.01 – Piping Systems Testing.

END OF SECTION

SECTION 40_05_00.09
PIPING SYSTEMS TESTING

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Test requirements for piping systems.
- B. This section constitutes the sole requirements for testing, startup verification, and acceptance of piping systems.

1.02 REFERENCES

- A. American Society of Mechanical Engineers (ASME):
 - 1. B31.3 - Process Piping.
- B. Underwriters Laboratories Inc. (UL).
- C. American Water Works Association.
 - 1. AWWA C605 - Underground Installation of PVC Pressure Pipe and Fittings.
 - 2. AWWA C900 - PVC Pressure Pipe and Fabricated Fittings, 4 in.through 60 in.

1.03 TESTING REQUIREMENTS

- A. General requirements:
 - 1. Testing requirements are stipulated in Laws and Regulations; are included in the Piping Schedule in Section 40_05_00.01 - Common Work Results for General Piping; are specified in the specifications covering the various types of piping; and are specified in this Section.
 - 2. Requirements in Laws and Regulations supersede other requirements of Contract Documents, except where requirements of Contract Documents are more stringent, including higher test pressures, longer test times, and lower leakage allowances.
 - 3. No separate commissioning, startup, or testing requirements for piping systems are specified elsewhere in the Contract Documents.
 - 4. Test plumbing piping in accordance with Laws and Regulations, the plumbing code, and UL requirements.
 - 5. When testing with water, the specified test pressure is considered to be the pressure at the lowest point of the piping section under test.
 - a. Lower test pressure as necessary (based on elevation) if testing is performed at higher point of the pipe section.
- B. Furnish necessary personnel, materials, and equipment, including bulkheads, restraints, anchors, temporary connections, pumps, water, pressure gauges, and other means and facilities required to perform tests.
- C. Water for testing and cleaning:

1. Water for testing, cleaning, and disinfecting will be provided as specified in Section 01_50_00 - Temporary Facilities and Controls.
- D. Pipes to be tested: Test only those portions of pipes that have been installed as part of this Contract. Test new pipe sections prior to making final connections to existing piping. Furnish and install test plugs, bulkheads, and restraints required to isolate new pipe sections. Do not use existing valves as test plug or bulkhead.
- E. Unsuccessful tests:
 1. Where tests are not successful, correct defects or remove defective piping and appurtenances and install piping and appurtenances that comply with the specified requirements.
 2. Repeat testing until tests are successful.
- F. Test completion: Drain and leave piping clean after successful testing.
- G. Test water disposal: Dispose of testing water in accordance with requirements of federal, state, county, and city regulations governing disposal of wastes in the location of the Project and disposal site. All requirements and costs associated with notifications and obtaining any discharge permit or approvals shall be responsibility of Contractor.

1.04 SUBMITTALS

- A. Submit as specified in Section 01_33_00 - Submittal Procedures.
- B. Schedule and notification of tests:
 1. Submit a list of scheduled piping tests by noon of the working day preceding the date of the scheduled tests.
 2. Notification of readiness to test: Immediately before testing, notify Owner in writing of readiness, not just intention, to test piping.
 3. Have personnel, materials, and equipment specified in place before submitting notification of readiness.
- C. Startup and verification documentation:
 1. Submit confirmation that required testing has been completed and accepted for each piping system prior to final acceptance.

1.05 SEQUENCE

- A. Clean piping before pressure or leak tests.
- B. Test gravity piping underground, including sanitary sewers, for visible leaks before backfilling and compacting.
- C. Exposed pressure piping shall be tested before and after installation of pump system.
- D. Underground pressure piping may be tested before or after backfilling when not indicated or specified otherwise.

- E. Backfill and compact trench, or provide blocking that prevents pipe movement before testing underground piping with a maximum leakage allowance.
- F. Test underground piping before encasing piping in concrete or covering piping with slab, structure, or permanent improvement.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. See Attachment A– piping testing schedule at end of this Section for acceptance criteria.
- B. All test pressures shall be measured at the lowest point of the piping section under test.
- C. Test pressure shall not exceed manufacturer's maximum allowable test pressure for fittings, valves, or accessories.
- D. Pneumatic testing shall follow strict safety procedures, including use of pressure relief valves and controlled step-up pressurization.
- E. Chemical service lines (PAC, polymer, hypo) shall be flushed and cleaned prior to testing.
- F. Test medium for PAC systems shall be clean water, free of contaminants that could react with chemical residue.
- G. Testing equipment (gauges, pumps, plugs) must be calibrated and certified prior to testing.
- H. Successful completion of testing under this Section constitutes acceptance of piping systems for startup and operation.

3.02 TESTING ALIGNMENT, GRADE, AND DEFLECTION

- A. Alignment and grade:
 - 1. Visually inspect the interior of gravity piping with artificial light, reflected light, or laser beam.
 - 2. Consider inspection complete when no broken or collapsed piping, no open or poorly made joints, no grade changes that affect the piping capacity, or no other defects are observed.
- B. Deflection test:
 - 1. Pull a mandrel through the clean piping section under test.
 - 2. Perform the test not sooner than 30 days after installation and not later than 60 days after installation.

3. Use a 9-rod mandrel with a contact length of not less than the nominal diameter of the pipe within 1 percent plus or minus.
4. Consider test complete when the mandrel can be pulled through the piping with reasonable effort by 1 person, without the aid of mechanical equipment.

3.03 AIR TESTING METHOD FOR PRESSURE PIPING

- A. Air test piping, indicated in Attachment A - Piping System Testing Schedule, with air or another nonflammable or inert gas.
- B. Test low pressure air mixing system gas by the air test method:
 1. Test piping with dry air or nitrogen having a dew point of minus 40 degrees Fahrenheit or less. Supply temporary air dryers as necessary.
- C. Test at pressure as specified in Piping Schedule in Section 40_05_00.01 - Common Work Results for General Piping:
 1. Provide temporary pressure relief valve for piping under test:
 - a. Set at the lesser of 110 percent of the test pressure or 50 pounds per square inch gauge over the test pressure.
 2. Air method test pressures shall not exceed 110 percent of the piping maximum allowable working pressure calculated in accordance with the most stringent of ASME B31.3, ASME B31.8, or the pipe manufacturer's stated maximum working pressure.
 3. Gradually increase test pressure to an initial test pressure equal to the lesser of 1/2 the test pressure or 25 pounds per square inch gauge.
 4. Perform initial check of joints and fittings for leakage.
 5. Gradually increase test pressure in steps no larger than the initial pressure. Check for leakage; at each step increase until test pressure reached.
 6. At each step in the pressure, examine and test piping being air tested for leaks with soap solution.
 7. Consider examination complete when piping section under test holds the test pressure for 15 minutes without losses.

3.04 TESTING LOW-HEAD PRESSURE PIPING

- A. Test piping for which the specified test pressure is less than 20 pounds per square inch gauge, by the low head pressure test method, indicated "LH" in the Piping Schedule.
- B. General:
 1. Test pressures shall be as scheduled in Section 40_05_00.01 - Common Work Results for General Piping.
 2. During the performance of the tests, test pressure shall not vary more than plus or minus 2 pounds per square inch gauge with respect to the specified test pressure.
 3. Test connections, blowoffs, vents, closure pieces, and joints into structures, including existing bell rings and other appurtenances, with the piping.
 4. Test piping for minimum 2 hours for visible leaks test and minimum 2 hours for the pressure test with maximum leakage allowance.
- C. Visible leaks test:

1. Subject piping under test to specified pressure measured at the lowest end.
 2. Fill piping section under test slowly with water while venting air:
 - a. Use potable water for all potable waterlines and where noted on the Piping Schedule.
 3. Before pressurizing for the tests, retain water in piping under slight pressure for the water absorption period of minimum 24 hours.
 4. Raise pressure to the specified test pressure and inspect piping visually for leaks. Consider testing complete when no visible leaks are observed.
- D. Pressure test with maximum leakage allowance:
1. Pressure test piping after completion of visible leaks test.
 2. Accurately measure the makeup water necessary to maintain the pressure in the piping section under test during the pressure test period:
 - a. Consider the pressure test to be complete when makeup water added is less than the allowable leakage of 80 gallons per inch of nominal diameter, per mile of piping section under test after 24 hours, and no damage to piping and appurtenances has occurred.
 - b. Successful completion of the leakage test shall have been achieved when the observed leakage is equal or less than the allowable leakage and no damage to piping and appurtenances has occurred.

3.05 HYDROSTATIC TESTING METHOD

A. General:

1. Perform hydrostatic testing of all piping systems identified in Attachment A – piping testing schedule as “hydrostatic” in accordance with this section, AWWA C605, AWWA C900, and ASME B31.3, as applicable.
2. Testing shall be completed prior to tie-in to existing systems or permanent enclosure of piping (e.g., backfill, concrete encasement, or architectural finishes).
3. Use clean, potable or approved water for all hydrostatic testing. water source and disposal shall comply with regulatory requirements.

B. Preparation:

1. Flush piping to remove debris and air prior to pressurization.
2. Install temporary test plugs, bulkheads, and restraints capable of withstanding the required test pressure.
3. Ensure all joints and fittings are accessible for inspection during testing.

C. Pressurization Procedure:

1. Gradually fill the piping with water and vent all air.
2. Pressurize the piping to the required test pressure listed in Attachment A, measured at the lowest point of the test section.
3. Maintain test pressure for a minimum of 2 hours, or as otherwise indicated in Attachment A or the referenced standard.
4. Test pressure shall not exceed the maximum allowable test pressure for the piping system as specified in AWWA C900 or manufacturer recommendations.

D. Acceptance Criteria:

1. No visible leaks or pressure loss exceeding 5 psi over the test duration.
2. For PVC pressure piping, allowable leakage shall comply with AWWA C605.
3. Any failure shall be repaired or replaced, and the piping section shall be retested until successful.
4. Upon successful completion of testing, piping systems may be placed into service without additional commissioning requirements.

END OF SECTION

ATTACHMENT A - PIPING SYSTEM TESTING SCHEDULE

ATTACHMENT A – PIPING SYSTEM TESTING SCHEDULE

Piping System	Pipe Material & Size	Design Pressure	Test Medium	Test Pressure (Min.)	Test Duration	Acceptance Criteria	Reference Standard
Spray Water Header	4" 316 SS Sch 40S, Victaulic grooved	300 psi	Water (Hydrostatic)	330 psi (110% design)	2 hours (minimum)	No visible leaks or pressure loss > 5 psi; per Victaulic installation instructions and ASME B31.3	ASME B31.3, Victaulic Spec, Sec 40_05_00.09
Low Pressure Air Mixing System	8" 316 SS Sch 10 threaded with diffusers	50 psi (typ.)	Air/Nitrogen	55 psi (110% design)	15 min at each step + 30 min hold	No audible/visible leaks using soap solution; no pressure decay over hold period	ASME B31.3, Sec 40_05_00.09
PAC Dosing System	1–2" PVC Schedule 80	100 psi (typ.)	Water (Hydrostatic)	150 psi (1.5 × design)	2 hours	No visible leaks, pressure loss < 5 psi; allowable leakage per AWWA C605	AWWA C605, Sec 40_05_00.09
Polymer Dosing System	1–2" PVC Schedule 80	100 psi (typ.)	Water (Hydrostatic)	150 psi (1.5 × design)	2 hours	No visible leaks, pressure loss < 5 psi; allowable leakage per AWWA C605	AWWA C605, Sec 40_05_00.09
Hypochlorite Line (if replaced)	PVC / CPVC	100 psi	Water (Hydrostatic)	150 psi	2 hours	No leaks or measurable pressure drop; chemical service verification required	AWWA C900, ASME B31.3
Realigned Piping Sections	Match existing	Match system	Same as above	Same as above	Same as above	Must meet same acceptance criteria as associated system	Section 40_05_00.09

SECTION 40_05_06

PIPE COUPLINGS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Pipe couplings for ductile iron piping.
 - 2. Pipe couplings for stainless steel piping.
 - 3. Flexible transition couplings for PVC PAC and Polymer piping systems.

1.02 REFERENCES

- A. American National Standards Institute (ANSI).
- B. American Society of Mechanical Engineers (ASME):
 - 1. B31.1 - Power Piping.
 - 2. B31.9 - Building Services Piping.
- C. American Water Works Association (AWWA):
 - 1. C111 - Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 - 2. C207 - Standard for Steel Pipe Flanges for Waterworks Service - Sizes 4 In. Through 144 In.
 - 3. C213 - Standard for Fusion-Bonded Epoxy Coatings and Linings for Steel Water Pipe and Fittings.
 - 4. C606 - Standard for Grooved and Shouldered Joints.
- D. ASTM International (ASTM):
 - 1. A36 - Standard Specification for Carbon Structural Steel.
 - 2. A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 - 3. A193 - Standard Specification for Alloy Steel and Stainless Steel Bolting Materials for High Temperature or High Pressure Service and Other Special Purpose Applications.
 - 4. A351 - Standard Specification for Castings, Austenitic, for Pressure-Containing Parts.
 - 5. A449 - Standard Specification for Hex Cap Screws, Bolts and Studs, Steel, Heat Treated, 120/105/9 ksi Minimum Tensile Strength, General Use.
 - 6. A536 - Standard Specification for Ductile Iron Castings.
 - 7. A563 - Standard Specification for Carbon and Alloy Steel Nuts.
 - 8. A576 - Standard Specification for Steel Bars, Carbon, Hot-Wrought, Special Quality.
 - 9. C564 - Standard Specification for Rubber Gasket for Cast Iron Pipe and Fittings.
 - 10. C1173 - Standard Specification for Flexible Transition Couplings for Underground Piping Systems.

11. D1869 - Standard Specification for Rubber Rings for Asbestos-Cement Pipe.
12. D2000 – Standard Classification System for Rubber Products Automotive Applications,
13. D5926 - Standard Specification for Poly (Vinyl Chloride) (PVC) Gaskets for Drain, Waste, and Vent (DWV), Sewer, Sanitary, and Storm Plumbing Systems.
14. F593 - Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.

1.03 SUBMITTALS

- A. Submit as specified in Section 01_33_00 - Submittal Procedures.
- B. Product data:
 1. For each product in this Section as applicable:
 - a. Design features.
 - b. Load capacities.
 - c. Torque values
 - d. Material designations by UNS alloy number or ASTM Specification and Grade.
 - e. Data needed to verify compliance with the Specifications.
 - f. Catalog data.
 - g. Clearly mark submittal information to show specific items, materials, and accessories or options being furnished.

1.04 WARRANTY

- A. Provide warranty as specified in Section 01_78_36 - Warranties.

PART 2 PRODUCTS

2.01 GENERAL

- A. Known acceptable manufacturers are listed by specific products.
- B. Provide references as specified in this Section by specific product.
- C. Manufacturer's representative's may be required to witness coupling installation and pressure testing per Section 40_05_00.09.
- D. Gaskets for flexible couplings and flanged coupling adapters:
 1. Provide gasket materials for piping applications as follows:
 - a. High-pressure air, steam, hot water: EPDM.
 - b. For full flanged pipe use Full Face Flange-TYTE, TYTE-II, or Ring Flange TYTE.
 - c. All other piping applications: Neoprene rubber or Buna-N, EPDM or Viton™.
 - d. For PAC and Polymer chemical feed piping systems: gaskets shall be Viton™ or PTFE-encapsulated elastomer, compatible with the conveyed

chemicals. Neoprene and SBR shall not be used in PAC or Polymer service.

2.02 PIPE COUPLINGS FOR DUCTILE IRON PIPING

- A. Flange design: Class D steel ring flange in accordance with AWWA C207, compatible with ANSI Class 125 and 150 bolt circles.
- B. Flanged coupling adapters: 12-inch size and smaller:
1. Manufacturers: One of the following or equal:
 - a. Dresser, Inc., Style 227.
 - b. Romac Ind., Inc., Style FCA501.
 - c. Smith-Blair, Inc., Series 912.
 2. Materials:
 - a. Flanged body: Ductile iron in accordance with ASTM A536.
 - b. Follower ring: Ductile iron in accordance with ASTM A536.
 - c. Bolts and hex nuts:
 - 1) Type 316 stainless steel bolts in accordance with ASTM F593.
 3. Flange design: Class D steel ring flange in accordance with AWWA C207 compatible with ANSI Class 125 and 150 bolt circles.
 4. Coating and lining: Manufacturer's standard fusion bonded epoxy, NSF 61 certified.
- C. Flexible couplings:
1. Manufacturers: One of the following or equal:
 - a. Dresser, Inc., Style 253.
 - b. Romac Ind., Inc., Style 501.
 - c. Smith-Blair, Inc., Series 441.
 2. Materials:
 - a. Center rings: Ductile iron in accordance with ASTM A536.
 - b. Follower rings: Ductile iron in accordance with ASTM A536.
 - c. Bolts and hex nuts:
 - 1) Type 316 stainless steel in accordance with ASTM F593.
 3. Coating and lining: Manufacturer's standard fusion bonded epoxy, NSF 61 certified.
 4. Center sleeve dimensions: Provide center sleeves with lengths in accordance with following table:

Nominal Pipe Size	Sleeve Length
3 inch and smaller	Manufacturer's standard
4 inch through 8 inch	7 inches

a.

- D. Restrained flange coupling adapter:
1. Manufacturers: One of the following or equal:
 - a. Romac Ind., Inc., Style RFCA.
 - b. Star Pipe Products, 3200 StarFlange™.
 2. Materials:
 - a. Flange and flanged body: Ductile iron in accordance with ASTM A536.
 - b. Follower ring: Lug type restraint system.

- 1) Follower ring: Ductile iron in accordance with ASTM A536.
- 2) Restraining lugs: Ductile iron in accordance with ASTM A536.
 - a) Designed to contact the pipe and apply forces evenly.
- 3) Restraining bolts:
 - b) Ductile iron in accordance with ASTM A536.
 - c) Bolt heads shall be designed to twist off when the proper torque has been applied.
- c. Bolts and hex nuts:
 - 1) Type 316 stainless steel bolts in accordance with ASTM F593.
3. Flange design: Class D steel ring flange in accordance with AWWA C207 compatible with ANSI Class 125 and 150 bolt circles.
4. Coating and lining: Manufacturer's standard fusion bonded epoxy, NSF 61 certified.
5. Angular deflection: Restrained flange coupling adapter must allow angular deflection after assembly.

E. Grooved joint couplings:

1. Manufacturers: The following or equal:
 - a. Victaulic Co., Series 31 or equal.
2. Materials:
 - a. Housings: Ductile iron in accordance with ASTM A536.
 - b. Gasket:
 - 1) FlushSeal® type, or equal. Elastomer in accordance with ASTM D2000.
 - 2) Neoprene or BUNA-N.
 - 3) Bolts and nuts: Type 316 stainless steel bolts in accordance with ASTM F593.
3. For use with rigid or flexible radius grooved components in accordance with AWWA C606.
4. For 316 stainless steel spray water piping, provide grooved mechanical couplings rated minimum 300 psi, Victaulic Style 31 or equal, with 316 SS housings and fasteners.
5. Grooving shall be performed with RX rolls for Schedule 40S pipe in accordance with manufacturer's recommendations.

F. Flexible transition couplings for PVC piping (PAC and Polymer systems):

1. Manufacturers: Fernco or approved equal.
2. Materials and standards:
 - a. In accordance with ASTM D5926, C1173, and applicable portions of ASTM C443, C425, C564, and D1869.
 - b. Gaskets shall be Viton™ or chemical-resistant elastomer suitable for PAC and Polymer service.
 - c. Clamps shall be Type 316 stainless steel.
3. In underground and chemical service installations, couplings shall be factory-coated with NSF 61-certified fusion bonded epoxy in accordance with AWWA C213.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Coat the exterior of coupling with a protective coating in accordance with contract drawings.
- B. Joints and flexible connections shall be installed centered with no angular deflection unless otherwise indicated on the Drawings.
- C. Flexible couplings and flange coupling adapters: Install with gap between pipe ends in accordance with the following table unless a greater gap is indicated on the Drawings. Maximum gap tolerance shall be within 1/8 inch.
 - 1. Install flexible coupling with pipe gap located in middle of center sleeve.
 - 2. Install flanged coupling adapter with end of plain end pipe in middle of flanged coupling body.

Center Ring Length	Gap Dimensions
4 inch through 6 inch	3/8 inch
7 inch	5/8 inch
10 inch and greater	7/8 inch

- D. Grooved joint couplings:
 - 1. Grooved ends: Clean and free from indentations, projections, and roll marks in the area from pipe end to groove.
 - 2. Gaskets: Elastomer grade suitable for the intended service, and molded and produced by the coupling manufacturer.
 - 3. Wrenches:
 - a. Conform to manufacturer instructions.
 - b. Bolts and studs shall be tightened so as to secure a uniform gasket compression between the coupling and the body of the pipe with all bolts or studs tightened approximately the same amount.
 - c. Final tightening shall be done by hand (no air impact wrenches) and is complete when the coupling is in uniform contact with the outside surface of the pipe all around the circumference of the pipe. Hand controlled torque wrench is allowed.
 - 4. No joint shall be misfit in any plane.
 - 5. On the fixed ends of bolted, split-sleeve couplings, the shoulders shall bear on the restraint rings all around with no visible gap.
 - 6. Ends of piping where coupler are installed shall be smooth and free of defects.
 - a. Remove weld splatter and grind smooth.
 - b. Grind pipe seam welds flush with pipe wall and smooth.
- E. Chemical Service Couplings:
 - 1. All couplings and gasket materials for PAC and Polymer piping shall be verified for chemical compatibility prior to installation.
 - 2. Inspect gasket seating and coupling alignment prior to pressure testing.
 - 3. Install flexible transition couplings in accordance with manufacturer's instructions and ASTM C1173.

3.02 QUALITY ASSURANCE / QUALITY CONTROL

- A. All couplings shall be inspected for proper alignment and bolt torque prior to pressure testing.
- B. All couplings for chemical service piping shall be visually inspected for gasket seating and material compatibility prior to pressure testing.

END OF SECTION

SECTION 40_05_35
STAINLESS STEEL PIPE AND GROOVED CONNECTIONS (2½" AND LARGER)

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes: stainless steel pipe 2 ½" (DN65) and larger; grooved-end couplings, fittings, valves, and accessories designed for use with grooved stainless steel piping systems.
- B. As specified in Section 40_05_00.01 - Common Work Results for General Piping.
- C. Where ball valves are installed in stainless steel piping systems, valve end connections shall be compatible with the piping system material and joint type specified in the applicable piping sections.

1.02 REFERENCES

- A. ASTM International (ASTM):
 - 1. ASTM A312 – Seamless and Welded Austenitic Stainless Steel Pipe.
 - 2. ASTM A351 – Castings, Austenitic, Austenitic-Ferritic, for Pressure-Containing Parts.
 - 3. ASTM A743/A744 – Castings, Iron-Chromium Nickel, Corrosion-Resistant, General / Severe Service.
 - 4. ASTM F593 – Stainless Steel Bolts and Studs, Heat Treated, 316.
 - 5. ASTM F594 – Stainless Steel Nuts, Heat Treated, 316.
 - 6. ANSI/NSF 61 – Drinking Water System Components – Health Effects. (When applicable for potable water service).
- B. Victaulic Standards
 - 1. Victaulic grooved-end coupling and fitting style/series designations as published under "Stainless Steel 2-½" (DN65) and Larger".
- C. Quality Assurance.
 - 1. The piping system shall be supplied by a single manufacturer for grooved couplings, fittings and accessories; pipe may be from separate manufacturer but must meet this specification and be compatible with the grooved system.

1.03 SUBMITTALS

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

- B. Product data sheets for pipe, couplings, fittings, valves, accessories, and gaskets including material specifications, groove profiling, pressure ratings and end loads.
- C. Manufacturer's installation instructions and maintenance manuals.
- D. Manufacturer's certificate of compliance for pipe material (ASTM A312, indicating grade, schedule/thickness, testing).
- E. Shop drawings: showing pipe layout, sizes, fittings, joint types, groove dimensions, hanger/support locations, etc.
- F. Proof of compatibility: identify grooved end profile (e.g., Victaulic Original Groove System (OGS) for stainless service), confirm grooving tooling and procedure.

1.04 QUALITY ASSURANCE

- A. The grooved piping system (couplings, fittings, valves) including groove toolsets shall be from the same manufacturer (Victaulic) to ensure compatibility and warranty.
- B. Installer shall have demonstrated experience in grooved-end stainless steel systems of size 2½" and larger (minimum 3 projects in past 5 years).
- C. Perform grooving of pipe ends in accordance with manufacturer's published groove profile for stainless steel pipe, and verify groove dimensions on a representative sample.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect stainless steel pipe and grooved ends from damage, contamination, and impact
- B. Pipe and fittings shall be stored off the ground, covered, protected from moisture, welding slag, dirt and debris.
- C. Store gaskets, bolts/nuts, lubricants in clean, dry environment until installation.
- D. Handle all pipe so as not to damage the groove, interior finish, or require repair at time of installation.

PART 2 PRODUCTS

2.01 PIPE

- A. Material: Stainless steel pipe conforming to ASTM A312, Type 316/316L as indicated in the Piping Schedule, wall thickness as indicated Schedule 10, per Victaulic stainless system.
- B. Pipe ends: grooved end for mechanical connection using Victaulic couplings; ends shall be roll or cut grooved using tooling approved by Victaulic for stainless steel pipe.
- C. Size range: from 2½" (DN65) and larger as required.
- D. Pipe finish: unless otherwise noted, the interior shall be cleaned of oxide, oil or residues; exterior finish shall be mill stainless finish unless a special coating is required by project.

2.02 COUPLINGS AND FITTINGS

- A. Couplings: Victaulic stainless steel couplings suitable for the pipe size and schedule indicated; housing material cast stainless (ASTM A351/A743/A744), gasket synthetic rubber per service (ASTM D-2000), bolts/nuts stainless steel type 316.
- B. Fittings: Grooved-end stainless steel fittings (tees, elbows, reducers, etc) manufactured by Victaulic in 316/316L material, OGS groove profile, compatible with the couplings and pipe.
- C. Pressure ratings and end-loads: Use Victaulic published working pressure tables for stainless steel systems. For example, a 2½" coupling Style 475 316SS rated up to 500 psi.
- D. Pipe finish: unless otherwise noted, the interior shall be cleaned of oxide, oil or residues; exterior finish shall be mill stainless finish.

2.03 GASKETS

- A. Gasket material shall be selected per service (water, chemical, petrochemical, high temperature) and shall be compatible with stainless steel system. Typically EPDM (Grade "E") or Nitrile (Grade "T") or other specified elastomer approved by Victaulic.
- D. For potable water service, gasket shall be NSF/ANSI 61 and/or NSF/ANSI 372 certified.

2.04 HANGERS, SUPPORTS, GROOVE TOOLING

- A. Hangers and supports shall be compatible with stainless steel pipe (non-corrosive components, isolation from dissimilar metals where required).
- B. Groove-machining or roll-grooving shall use Victaulic recommended tooling sets specifically for stainless steel pipe.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install piping in accordance with Victaulic's installation instructions and manufacturer's documentation, the Piping Schedule, and this specification.
- B. Pipe shall be cut square, end preparation shall ensure face free of burrs, sharply rolled or cut groove per Victaulic tooling and profile.
- C. Assemble grooved joints by placing gasket, aligning groove ends, installing coupling segments, and tightening bolts to manufacturer's torque.
- D. Install supports, hangers and anchors as specified. Support spacing shall meet ASME B31.1, ASME B31.9 and Victaulic recommendations for stainless steel systems.
- E. Field joint and accessory requirements:
 - 1. Maintain clearance for couplings and allow for alignment.
 - 2. Avoid dissimilar metal contact – provide isolation where needed.
- F. Testing: After installation, perform hydrostatic or pneumatic tests per Section 40_05_00.09 – Piping Systems Testing. Observe manufacturer's limitations for stainless grooved systems.

3.02 FILED QUALITY CONTROL

- A. Verify groove profile depth, width, and alignment on a representative sample prior to full installation.
- B. Verify torque of coupling bolts, gasket seating and absence of leaks during test procedure.
- C. Record actual schedule, material grade, coupling/ fitting style numbers, joint assemblies for record.
- D. Any joint or component leaking or failing shall be removed and replaced with manufacturer-approved stainless system parts.

3.03 PROTECTION

- A. After installation and test, protect exposed stainless steel pipe and couplings from damage, contamination, weld spatter, acids, or other deleterious substances.

- B. Flush system if required before startup to remove debris or installation chemicals.

3.04 CLEANING AND FLUSHING

- A. Clean interior of pipe as required by service. Remove debris, welding scale, foreign material.
- B. If piping will be used for potable service, flush and disinfect per project requirements and industry standards.

END OF SECTION

SECTION 40_05_51

COMMON WORK RESULTS FOR VALVES

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Basic requirements for valves.
- B. This Section applies to valves used in:
 - 1. Spray water systems (316 SS, 300 psi).
 - 2. Low pressure air mixing systems.
 - 3. PAC and Polymer chemical dosing systems (PVC piping).
 - 4. Associated process piping connections and appurtenances.

1.02 REFERENCES

- A. American Water Works Association (AWWA):
 - 1. C111/A21.11 - Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe Fittings.
 - 2. C606 – Grooved and Shouldered Joints
- B. ASTM International (ASTM):
 - 1. A126 - Standard Specification for Gray Iron Casting for Valves, Flanges, and Pipe Fittings.
 - 2. A480 - Standard Specification for General Requirements for Flat-Rolled Stainless and Heat-Resisting Steel Plate, Sheet, and Strip.
 - 3. A536 - Standard Specification for Ductile Iron Castings.
 - 4. B1000-21 - Standard Practices for Casting Preparation and Test Procedure of Porcelain Enamel-lined Pipe, Fittings, and Valves for Use in the Municipal Wastewater, Sewage, and Water Treatment Industry
- C. NSF International (NSF):
 - 1. 61 - Drinking Water System Components - Health Effects.
- D. Society for Protective Coatings (SSPC):
 - 1. SP7 - Brush-Off Blast Cleaning.
 - 2. SP10 - Near-White Blast Cleaning.
- E. American Society of Mechanical Engineers (ASME)
 - 1. B31.3 – Process Piping

1.03 SUBMITTALS

- A. Submit as specified in Section 01_33_00 - Submittal Procedures.
- B. Product data:
 - 1. Submit the following information for each valve:

- a. Valve type, size, pressure rating, Cv factor.
 - b. Coatings.
 - c. Manual valve actuators:
 - 1) Information on valve actuator including size, manufacturer, model number.
 - d. Certified drawings with description of component parts, dimensions, weights, and materials of construction.
 - e. Certifications of reference standard compliance:
 - 1) Submit certification that the valves and coatings are suitable in potable water applications in accordance with NSF 61.
 - f. Clearly mark submittal information to show specific items, materials, and accessories or options being furnished.
 - g. For chemical service valves (PAC and Polymer), provide chemical compatibility documentation for all wetted materials including body, seat, and seals.
- C. Provide vendor operation and maintenance manual as specified in Section 01_78_24 - Operation and Maintenance Manuals.
 - 1. Furnish bound sets of installation, operation, and maintenance instructions for each type of manual valve 4 inches in nominal size and larger, and all non-manual valves. Include information on valve operators.
 - D. Provide Manufacturer's Certificate of Source Testing including test reports and certification of compliance with applicable standards and valve performance requirements.
 - E. Provide Manufacturer's Certificate of Installation and Functionality Compliance confirming proper installation, torque, and operational testing, as required in Section 40_05_00.09.

1.04 QUALITY ASSURANCE

- A. Manufacturer qualifications:
 - 1. Valves manufactured by manufacturers whose valves have had successful operational experience in comparable service.
 - 2. Chemical dosing valves shall be manufactured by companies with a minimum of 5 years of proven PAC/Polymer service experience.

1.05 DELIVERY STORAGE AND HANDLING

- A. Protect valves and protective coatings from damage during handling and installation; repair coating where damaged.
- B. Protect non-metallic valves from ultraviolet exposure and mechanical damage during storage.

PART 2 PRODUCTS

2.01 DESIGN AND PERFORMANCE CRITERIA

- A. Pressure rating:
 - 1. Suitable for service under minimum working pressures of 150 pounds per square inch gauge.
 - 2. For spray water systems, valves shall be rated for a minimum of 300 psi.
 - 3. When a piping system is specified in the Piping Schedule to be tested at a pressure greater than 150 pounds per square inch gauge, provide valves for that piping system with design working pressure which is sufficient to withstand the test pressure.
- B. Valve to piping connections:
 - 1. Metallic valves:
 - a. Valves 3 inches nominal size and larger: Flanged ends.
 - b. Valves less than 3 inches nominal size: Threaded ends.
 - 2. For grooved SS piping (spray water), provide grooved-end valves compatible with Victaulic Series 31 or equivalent grooved fittings.
 - 3. For non-metallic chemical dosing systems (PAC and Polymer), provide threaded or solvent-weld valve ends compatible with PVC piping and fittings.

2.02 MATERIALS

- A. Stainless steel: In accordance with ASTM A480, Type 316, or Type 304, UNS Alloy S31600 or S30400.
- B. Valve and operator bolts and nuts (not including flange bolts and nuts, which are specified in Section 40_05_00.01 - Common Work Results for General Piping):
 - 1. Fabricated of stainless steel for the following installation conditions:
 - a. Submerged in sewage or water.
 - b. In an enclosed space above sewage or water.
 - c. In structures containing sewage or water, below top of walls.
 - d. At openings in concrete or metal decks.
 - 2. Where dissimilar metals are being bolted, use stainless steel bolts with isolation bushings and washers.
- C. Bronze and brass alloys: Use bronze and brass alloys with not more than 6 percent zinc and not more than 2 percent aluminum in the manufacture of valve parts;
- D. UNS Alloy C83600 or C92200 unless specified otherwise.
- E. Cast iron valve bodies: In accordance with ASTM A126, Class 30 minimum.
- F. Ductile iron valve bodies: In accordance with ASTM A536, Grade 65-45-12 minimum unless specified otherwise.
- G. PAC and Polymer Dosing System Valves:
 - 1. Body: PVC or PVDF, Schedule 80 minimum.
 - 2. Seats and seals: Viton™ or PTFE, compatible with PAC and Polymer chemicals.

3. End connections: Threaded or solvent-weld, compatible with system piping.
4. Pressure rating: Minimum 150 psi.
5. Provide full port ball valves unless otherwise indicated.

2.03 VALVE OPERATORS

- A. Valve operator "Open" direction: Open counterclockwise.
- B. Provide valves located below operating level or deck with extensions for key operation or floor stands and handwheels, as indicated on the Drawings.
- C. Provide manually operated valves located not more than 6 feet above the operating level with tee handles, wrenches, or handwheels.
 1. Make the valve operator more conveniently accessible by rolling valves, located more than 5 feet but less than 6 feet above the operating level, toward the operating side.
 2. Secure tee handles and wrenches to the valve head or stem, except where a handle or wrench so secured constitutes a hazard to personnel; in which case, stow handle or wrench immediately adjacent to the valve on or in a suitable hanger, bracket, or receptacle.
- D. Chemical service valves shall be manually operated with lever or lockable handle.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Preparation prior to installation:
 1. Install valves after the required submittal on installation has been accepted.
 2. Determine after flanged valves and flanged check valves are selected, the face-to-face dimensions of flanged valves and flanged check valves.
- B. Fabricate piping to lengths taking into account the dimensions of flanged valves and flanged check valves.

3.02 INSTALLATION

- A. Provide incidental work and materials necessary for installation of valves including flange gaskets, flange bolts and nuts, valve boxes and covers, concrete bases, blocking, and protective coating.
- B. Where needed, furnish and install additional valves for proper operation and maintenance of equipment and plant facilities under the following circumstances:
 1. Where such additional valves are required for operation and maintenance of the particular equipment furnished by Contractor.
 2. Where such additional valves are required as a result of a substitution or change initiated by Contractor.
- C. Valve and actuator orientation:

1. Contractor shall coordinate with valve supplier and Owner final orientation of valve and actuator assembly based on Contractor's selection of equipment manufacturers and the valve and piping arrangement as indicated on the Drawings.
 - a. Contractor shall rotate valve and/or actuator mounting orientation as specified in this Section unless otherwise indicated on the Drawings.
 2. Install valves with their stems in vertical position above the pipe, except as follows:
 - a. Butterfly valves, gate valves aboveground, globe valves, ball valves, and angle valves may be installed with their stems in the horizontal position.
 - b. Install buried plug valves with geared operators with their stems in a horizontal position.
 3. Install valves so that handles clear obstructions when the valves are operated from fully open to fully closed.
 - a. Orient PAC/Polymer valves for clear access and chemical isolation without interference with adjacent process piping or structures.
- D. Valves with threaded connections:
1. Install valves by applying wrench on end of valve nearest the joint to prevent distortion of the valve body.
 2. Apply pipe joint compound or Teflon™ tape on external (male) threads to prevent forcing compound into valve seat area.
 3. Use chemical-resistant sealant for PAC/Polymer chemical systems.
- E. Valves with flanged connections:
1. Align flanges and gasket carefully before tightening flange bolts.
 2. When flanges are aligned, install bolts and hand tighten.
 3. Tighten nuts opposite each other with equal tension before moving to next pair of nuts.
- F. Grooved end valves:
1. Install per manufacturer's published installation instructions for RX grooving and Victaulic couplings.
 2. Confirm groove compatibility with 316 SS Schedule 40S.

3.03 COMMISSIONING

- A. Valve commissioning shall be conducted per Section 40_05_00.09 – Piping Systems Testing.
- B. Manufacturer service for all valves supplied shall include:
1. Source Testing certification (factory test reports where applicable).
 2. Installation and functionality verification documentation, including seat leakage and operational verification for critical valves and actuators.
- C. PAC/Polymer valves shall be flushed, and leak tested in place to confirm chemical compatibility and seat integrity.

END OF SECTION

SECTION 40_05_65

BALL VALVES

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Ball valves.
- B. As specified in Section 40_05_51 - Common Work Results for Valves.
- C. Ball valves shall be suitable for service pressures and media as indicated in Section 40_05_00.09 Attachment A – Piping Testing Schedule and Contract Drawings.
- D. Valves shall be selected and installed in accordance with ASME B31.3 or applicable piping code and manufacturers recommendations.

1.02 SUBMITTALS

- A. Submit as specified in Section 01_33_00 - Submittal Procedures.
- B. Product data:
 - 1. Valve type, size, pressure rating, Cv factor.
 - 2. Material construction, coating data, and end connections.
 - 3. NSF/ANSI 61 and 372 certifications where applicable.
 - 4. Operator type, torque requirements, and dimensional drawings.
- C. Certifications:
 - 1. Manufacturer's pressure and leakage test certification.
- D. Operation and Maintenance Manuals:
 - 1. As specified in Section 01_78_24.
 - 2. Include installation, operation, and adjustment instructions.

1.03 REFERENCES

- A. American Society of Mechanical Engineers (ASME):
 - 1. B16.34 Valves – Flanged, Threaded, and Welding End
 - 2. B16.5 - Pipe Flanges and Flanged Fittings:
 - 3. B31.3 – Process Piping
- B. ASTM International (ASTM):
 - 1. A126 – Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
 - 2. A351 – Castings, Austenitic, Austenitic-Ferritic (Duplex) Stainless Steel for Pressure-Containing Parts.
 - 3. D1784 – Rigid PVC Compounds.
 - 4. D2466 – PVC Schedule 40 Socket Fittings.

1.04 QUALITY ASSURANCE

- A. Manufacturer shall have minimum five (5) years' experience with valves used in wastewater or industrial process systems.
- B. Shall be hydrostatically tested in accordance with ASME B16.34..
- C. Comply with applicable local, state, and federal codes.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver valves in original packaging with protective covers in place.
- B. Store in clean, dry conditions; protect valves from dirt, moisture, and damage.
- C. Protect flange faces, threads, and operators from damage.

PART 2 PRODUCTS

2.01 DESIGN AND PERFORMANCE CRITERIA

- A. Minimum pressure rating:
 - 1. Metallic valves: ANSI Class 150 minimum
 - 2. Valves shall withstand system hydrostatic test pressure with leakage or damage (Section 40_05_00.09 Attachment A – Piping Testing Schedule).
- B. Valve end connections:
 - 1. Valves 3 inches and larger: Flanged.
 - 2. Valves less than 3 inches: Threaded (FIP).
- C. Valves shall be full port unless otherwise indicated.

2.02 MATERIALS

- A. METALLIC BALL VALVES – 2 INCH AND SMALLER:
 - 1. Manufacturers: Apollo Valve (stainless steel FIP series) or approved equal.
 - 2. Body: 316 stainless steel
 - 3. Ball and stem: 316 stainless steel
 - 4. Seats: PTFE
 - 5. End connections: Threaded, FIP or grooved as indicated.
 - 6. Suitable for 150 psi minimum service.
- B. METALLIC BALL VALVES – 2 INCH AND LARGER
 - 1. Manufacturers: American Valve, Series 4000, or approved equal.
 - 2. Body: Cast iron per ASTM A126, Class B
 - 3. Ball: Chrome-plated brass or Stainless Steel.
 - 4. Stem: Stainless Steel, blowout-proof.
 - 5. Seats and Seals: PTFE

6. Coating: NSF 61/372 compliant epoxy or powder coating, interior and exterior.
7. End connections: ANSI Class 150 flat-face flanges
8. Operator:
 - a) Lever-operated for sizes 2 through 8 inches.
 - b) Gear-operated for sizes 10 inches or larger.

C. PVC BALL VALVES:

1. Manufacturer: Spears Manufacturing Company.
2. Body and Ball: PVC, Schedule 40 or 90 as indicated.
3. Seats: PTFE
4. End connections: Socket or threaded.
5. Pressure rating Minimum 150 psi at 73 deg F
6. Standards: ASTM D1784, ASTM D2466, NSF/ANSI 14 and 61.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify piping is clean, properly aligned, and prepared prior to installation.
- B. Confirm space and clearances are adequate for valve installation and operation.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions and applicable piping code.
- B. Support piping adjacent to valves to prevent undue stress on valve bodies.
- C. Orient valves with stems upright or horizontal, unless otherwise approved.
- D. Ensure valve handles or actuators are fully accessible.
- E. Flanged Connections:
 1. Align flanges and gaskets carefully before tightening.
 2. Tighten bolts evenly using a cross-pattern with equal tension.
- F. Threaded valves:
 1. Apply thread sealant to male threads only.
 2. Prevent sealant from entering valve internals.

3.03 ADJUSTING AND CLEANING

- A. Cycle each valve from full open to full closed to verify smooth operation and proper alignment.
- B. Remove debris and protect valve internals during flushing.

3.04 TESTING AND COMMISSIONING

- A. Include valves in system hydrostatic testing per Section 40_05_00.09
- B. Valves shall not leak or show damage at test pressure.
- C. Perform functional testing under observation of Owner's representative unless waived.

3.05 CLOSEOUT

- A. Submit test certifications and commissioning documentation.
- B. Leave valves clean, labeled, and fully operational prior to acceptance.

END OF SECTION

P A R T VII

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) REGULATIONS FOR PUBLIC WORKS CONTRACTS.

	City of Tacoma LEAP Office 747 Market Street, Room 900 Tacoma, WA 98402 (253) 591-5590 leap@tacoma.gov www.tacoma.gov/leap	Local Employment and Apprenticeship Training Program LEAP

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

ABBREVIATED PROGRAM DESCRIPTION

The Local Employment and Apprenticeship Training Program (LEAP) is a mandatory City of Tacoma workforce utilization program adopted in 1997, to provide employment and training opportunities for Tacoma residents and residents of the Economically Distressed Areas of the Tacoma Public Utilities Service Area. LEAP also provides expanded opportunities for apprentices. Based on the location and estimated dollar amount of projects, LEAP assigns one or more program requirements to qualifying public works projects or service contracts. Based on compliance with LEAP requirements assigned, incentives or penalties apply.

LEAP WORKFORCE REQUIREMENT(s) ASSIGNED TO THIS PROJECT

1. LOCAL EMPLOYEE REQUIREMENT – see definition below and zip code list included
2. Additional LEAP APPRENTICE UTILIZATION REQUIREMENT – see definition and zip code list included

DEFINITIONS OF ALL TYPES OF LEAP PROGRAM WORKFORCE UTILIZATION REQUIREMENTS

1. LEAP LOCAL EMPLOYEE REQUIREMENT: The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects. Penalties for noncompliance apply.
2. LEAP APPRENTICE REQUIREMENT: The Prime Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on qualifying projects \$1,000,000 and up are performed by Apprentices who are LEAP qualified. They must be in an apprenticeship program approved by the Washington State Apprenticeship Council (SAC) who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal. Incentives for compliance and penalties for noncompliance apply.
3. LEAP WA STATE APPRENTICE REQUIREMENT: The Prime Contractor is required to ensure that 15% of the total labor hours Labor Hours on projects of \$1,000,000 and up located outside of the Tacoma Public Utilities Service Area but benefitting the Tacoma Public Utilities are performed by Apprentices who are residents of the Washington State. Incentives for compliance and penalties for noncompliance apply.

PRIME CONTRACTOR LEAP UTILIZATION PLAN (included)

The plan is due to leap@tacoma.gov at or before the **Preconstruction Meeting**. List how the LEAP requirements will be fulfilled. Include all subcontractors, trades, number of hours and percentage of hours that will be performed by Local Employees/Journeymen/Apprentices and any training programs involved. Notification of approval or rejection (with reasons) of the plan will be sent within ten business days. A revised plan must be submitted within ten business days from receipt of rejection. Failure to submit an approved plan in a timely fashion may result in withholding of project payment(s).

Per the Department of Labor & Industries' recommendation, no adjustments to apprentice utilization requirements will be considered until the end of the project and all related information has been submitted.

MONETARY PENALTIES

FAILURE TO MEET ASSIGNED LEAP UTILIZATION REQUIREMENT(S)

Contractors shall be assessed an amount for each hour that is not achieved, per requirement. The amount per hour shall be based on the percent of the requirement that is met. All rounding shall be done down to the nearest whole percent. The amount per hour that shall be assessed is as follows:

Percentage of Requirement Met	Penalty per Unmet Hour
100% achievement	\$ 0.00 penalty
99% to 90% achievement	\$ 12.00 penalty
89% to 75% achievement	\$ 20.00 penalty
74% to 50% achievement	\$ 30.00 penalty
49% to 1% achievement	\$ 45.00 penalty
0% achievement	\$ 60.00 penalty

Penalties are invoiced to the Prime Contractor prior to final project payment. Retainage is held until this invoice is paid.

INCENTIVES - COMPLIANCE WITH MEETING AN APPRENTICE REQUIREMENT

For projects estimated to cost \$2,000,000 up to \$10,000,000, an incentive of \$1,000 per \$1,000,000 of estimated cost, including tax, is paid at the end of the project if the apprentice utilization requirement is met in full. Incentives are not paid when a good faith effort is used.

Engineer's Estimate + Tax	Incentive
\$2,000,000 - \$2,999,999	\$ 2,000
\$3,000,000 - \$3,999,999	\$ 3,000
\$4,000,000 - \$4,999,999	\$ 4,000
\$5,000,000 - \$5,999,999	\$ 5,000
\$6,000,000 - \$6,999,999	\$ 6,000
\$7,000,000 - \$7,999,999	\$ 7,000
\$8,000,000 - \$8,999,999	\$ 8,000
\$9,000,000 - \$9,999,999	\$ 9,000
\$10,000,000 and up	\$10,000

GOOD FAITH EFFORTS

The Prime Contractor must demonstrate that they have exercised “best efforts” to meet the LEAP requirements and were still unable to do so. Best efforts include repeated seeking out utilization opportunities for LEAP-qualified employees for all trades involved in the project. Documentation of requests for LEAP-qualified employees and the responses from the organization(s) stating by letters or emails that no applicable employees are available, regardless of cost of employing them. LEAP must be copied on all requests. If requests are made via phone call or text, follow up documentation including the organization contacted and LEAP must be sent to leap@tacoma.gov.

CERTIFIED PAYROLLS AND NO WORK PERFORMED STATEMENTS - LCPtracker

LEAP utilizes LCPtracker cloud-based system for recording certified payrolls and no work performed statements to determine compliance with LEAP requirements. It is the Prime Contractor’s responsibility to ensure all such documents are entered in LCPtracker and the. These must match what is entered in the Department of Labor and Industries’ site in content and in number of entries.

SUBCONTRACTOR NOTIFICATION

Prime Contractors shall notify all Subcontractors of the LEAP Program requirement(s). Subcontractor labor hours may be utilized towards achievement of LEAP Requirements. Owner/Operator hours may be used for the Local Employment Requirement.

LEAP EMPLOYEE VERIFICATION FORM (included)

LEAP may request this form and supporting documentation from the Prime and Subcontractors. Supporting documentation is a form of proof of residency for each employee presumed as able to assist in fulfilling LEAP requirements. List of items acceptable as proof of residency are located on page 2 of the form.

If you have any questions or need request further information, please feel free to contact the City of Tacoma’s LEAP Program at (253) 591-5590 or email leap@tacoma.gov.



City of Tacoma
LEAP Office
747 Market Street
Tacoma, WA 98402
leap@tacoma.gov
(253) 591-5590

**PRIME CONTRACTOR
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)
UTILIZATION PLAN**

Failure to submit this plan at the Preconstruction Meeting may result in Progress Payments being withheld.

PART A: PROJECT INFORMATION AND TYPE OF LEAP UTILIZATION REQUIREMENTS

Prime Contractor:	Spec Number:
Project Name:	
LEAP Coordinator signature	
LEAP Utilization Requirements: Total Project Labor Hours - 15% Local Employees AND an additional 15% Apprentices	
Explanation: - 15% of the total project labor hours must be met by LOCAL EMPLOYEES: - o Journey or apprentice level craft workers living in the City of Tacoma or in the local Economically Distressed Areas as outlined in the project specification - An additional 15% of the total labor hours must be met by APPRENTICES: - o Apprentices registered with WA State living in the Tacoma Public Utilities Infrastructure or Service Areas as outlined in the project specification	
Compliance: Per Tacoma Municipal Code Chapter 1.90, failure to meet LEAP Utilization Requirements results in a monetary penalty.	

PART B: PLAN FOR MEETING LEAP REQUIREMENTS

Contractor Name	Trade or Craft	Number and Percent of total labor hours to be met by Journeyman LOCAL EMPLOYEES performing this craft and living in the City of Tacoma or in a local Economically Distressed Area		Number and Percent of total labor hours to be met by Apprentice LOCAL EMPLOYEES performing this craft and living in the City of Tacoma or in a local Economically Distressed Area		Number and Percent of total labor hours to be met by APPRENTICES performing this craft and living in the Tacoma Public Utilities Infrastructure or Service Area		If Apprentice, list Apprentice Training Program Name:
		#	%	#	%	#	%	
		#	%	#	%	#	%	
		#	%	#	%	#	%	
		#	%	#	%	#	%	
		#	%	#	%	#	%	
		#	%	#	%	#	%	
		#	%	#	%	#	%	
		#	%	#	%	#	%	
		#	%	#	%	#	%	
		#	%	#	%	#	%	
		#	%	#	%	#	%	
		#	%	#	%	#	%	
		#	%	#	%	#	%	
	TOTALS	#	%	#	%	#	%	

PART C: PROVIDE A DESCRIPTION OF PLANS TO ENSURE THE LEAP UTILIZATION REQUIREMENTS WILL BE MET. USE ADDITIONAL SHEETS IF NECESSARY.

General Instructions for Prime Contractor to complete this LEAP Utilization Plan Form

Part A Guidance

Contractor/Contract Information Section: The Prime Contractor is responsible for completing this section. Failure to submit this plan at the Preconstruction Meeting may result in Progress Payments being withheld.

Part B Guidance

Trade or Craft: Indicate the Trade or Craft being used.

Employee Categories: Indicate the number of hours and percentage of hours of the LEAP Utilization Requirement that will be met by each type of craft worker in each LEAP-Qualified Employee category for LEAP Requirements noted in Part A.

Totals: Total the number of hours and percentage number in each of the two middle columns. Percentage numbers in each column should equal the required percentage in Part A.

Name of Apprenticeship Program: If the line references Apprentices, list the name of the Registered Apprenticeship Program they are enrolled in.

Part C Guidance

Description of how the Contractor plans to ensure fulfillment of the LEAP Utilization Requirements: Prime Contractor - Please describe how you plan to satisfy the LEAP Utilization Requirements on this project. Provide a summary of your outreach and recruitment procedures to hire LEAP-Qualified Employees to work on this project. If noting you will contact an organization requesting LEAP-Qualified Employees, include LEAP (leap@tacoma.gov) in each email exchange between you and the organization.



City of Tacoma LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@tacoma.gov
www.tacoma.gov/leap

LEAP EMPLOYEE VERIFICATION FORM

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

Ethnic Group (*optional*): ☐ African American/Black ☐ Asian ☐ Hispanic or Latinx
☐ Native American/Alaskan Native ☐ Native Hawaiian or Other Pacific Islander ☐ White ☐ Other

Gender (*optional*): ☐ MALE ☐ FEMALE ☐ OTHER

Complete Physical Address (No PO Boxes): _____

City: _____ State: _____ Zip: _____ Telephone: _____ Date of Hire: _____

If Apprentice, Apprenticeship County: _____ Apprentice Registration I.D.: _____

Age: _____ Copy of DD-214 *if applicable*: _____

*******Please fill out entire form for tracking LEAP performance*******

LEAP-qualified employee categories: (check project requirements, fill out the corresponding section, and provide proof of residency of employee – see page 3).

FOR PROJECTS WITH ONLY THE LOCAL EMPLOYEE REQUIREMENT:

_____ a. Journeyman or Registered Apprentice residing in the City of Tacoma

_____ b. Journeyman or Registered Apprentice residing in an Economically Distressed Area within the Tacoma Public Utilities Service Area

FOR PROJECTS WITH THE **LOCAL EMPLOYEE REQUIREMENT AND THE ADDITIONAL APPRENTICE REQUIREMENT**

- _____ a. Journeyman or Registered Apprentice residing in the City of Tacoma
- _____ b. Journeyman or Registered Apprentice residing in an Economically Distressed Area within the Tacoma Public Utilities Service Area
- _____ c. WA State Registered Apprentice living in Tacoma Public Utilities Service Area

FOR PROJECTS WITH ONLY THE **STATE APPRENTICE REQUIREMENT** – WORK IS PERFORMED OUTSIDE THE TACOMA PUBLIC UTILITIES SERVICE AREA

- _____ a. WA State Approved Apprentice *(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee:_____ Date:_____

Contractor Representative:_____ Date:_____

Title:_____

Please attach a legible copy of the following document(s) showing employee name and address of residence in the applicable categories. If employee is a Registered Apprentice, provide Apprentice Registration ID.

.....

WA Driver's License (Date of Birth and Driver's License hidden)

Utility Bill/Phone Bill/Cell Bill/Cable Bill

Rental Agreement/Lease (residential)

Computer Printout From Other Government Agencies

Property Tax Records

Apprentice Registration I.D.

Food Stamp Award Letter

Housing Authority Verification

Insurance Policy showing address (Residence/Auto)

*Any of the above must have a complete physical address verified by the www.govme.org website. No PO Boxes

LOCAL EMPLOYEE REQUIREMENT ONLY

City of Tacoma
(Journeyman AND Apprentice)

98402	98418
98403	98421
98404	98422
98405	98444
98406	98445
98407	98465
98408	98466
98409	98467

Check addresses here:

<https://data.tacoma.gov/apps/78d5845f62294ec3a91250b7d3411fc8/explore>

LOCAL EMPLOYEE REQUIREMENT ONLY

Economically Distressed Areas

(Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Y		Y	Ashford/Rainier
98323	Y	Y	Y	Carbonado
98328	Y		Y	Eatonville
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98349	Y	Y		Lakebay
98355		Y	Y	Mineral
98356	Y	Y	Y	Morton
98377	Y	Y	Y	Randle
98385		Y	Y	South Prairie
98402	Y	Y		Downtown
98403	Y	Y		Stadium/St. Helens
98404	Y	Y		Eastside
98405	Y	Y		Hilltop/Central
98408	Y		Y	South End
98409	Y	Y		South Tacoma
98418	Y		Y	Lincoln/South End
98421	Y	Y	Y	Port
98439	Y	Y		McChord AFB
98444	Y	Y		Parkland
98445	Y		Y	Midland
98499	Y	Y		Lakewood
98520	Y	Y	Y	Aberdeen
98528	Y		Y	Belfair
98533		Y	Y	Cinebar
98546	Y	Y	Y	Grapeview
98548	Y	Y	Y	Hoodspport
98563	Y	Y	Y	Montesano
98564	Y	Y	Y	Mossyrock
98575	Y		Y	Quinault
98580	Y		Y	Roy
98582	Y		Y	Salkum
98584	Y		Y	Shelton
98591	Y		Y	Toledo
98592		Y	Y	Union
98925	Y		Y	Easton

ONLY FOR APPRENTICE UTILIZATION REQUIREMENT

Tacoma Public Utilities Infrastructure and Service Area (Apprentices)

98001	Auburn
98002	Auburn
98003	Federal Way
98010	Black Diamond
98022	Enumclaw
98023	Federal Way
98030	Kent
98032	Kent
98038	Maple Valley
98042	Kent
98045	North Bend
98051	Ravensdale
98070	Vashon
98092	Auburn
98198	Seattle
98304	Ashford
98321	Buckley
98323	Carbonado
98327	DuPont
98328	Eatonville
98329	Gig Harbor
98330	Elbe
98332	Gig Harbor
98333	Fox Island
98335	Gig Harbor
98336	Glenoma
98338	Graham
98349	Lakebay
98354	Milton
98355	Mineral

98356	Morton
98360	Orting
98371	Puyallup
98372	Puyallup
98373	Puyallup
98374	Puyallup
98375	Puyallup
98377	Randle
98385	South Prairie
98387	Spanaway
98388	Spanaway
98390	Sumner
98391	Bonney
98402	Tacoma
98403	Tacoma
98404	Tacoma
98405	Tacoma
98406	Tacoma
98407	Tacoma
98408	Tacoma
98409	Tacoma
98416	UPS
98418	Tacoma
98421	Tacoma
98422	Tacoma
98424	Tacoma
98430	Camp Murray
98433	Tacoma
98438	McChord
98439	Lakewood

98443	Tacoma
98444	Tacoma
98445	Tacoma
98446	Tacoma
98447	PLU
98465	Tacoma
98466	Tacoma
98467	University Place
98498	Lakewood
98499	Lakewood
98520	Aberdeen
98524	Allyn
98528	Belfair
98533	Cinebar
98546	Grapeview
98548	Hoodsport
98555	Lilliwaup
98563	Montesano
98564	Mossyrock
98575	Quinault
98580	Roy
98582	Salkum
98584	Shelton
98585	Silver Creek
98591	Toledo
98592	Union
98597	Yelm
98925	Easton

CHAPTER 1.90
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

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- 1.90.020 Scope.
- 1.90.030 Definitions.
- 1.90.040 LEAP Requirements.
- 1.90.050 *Repealed.*
- 1.90.060 Effect of program on prime contractor/subcontractor relationship.
- 1.90.070 Apprentice utilization requirements – Bidding and contractual documents.
- 1.90.080 Enforcement.
- 1.90.090 Compliance with applicable law.
- 1.90.100 Review and reporting.
- 1.90.105 Authority
- 1.90.110 Interpretation.

1.90.010 Purpose.

The purpose of this Chapter is to establish a means of providing for the development of a trained and capable workforce possessing the skills necessary to fully participate in the construction trades.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

The provisions of this Chapter shall apply to all Public Works or Improvements and Service Contracts related to Public Works or Improvements funded in whole or in part with City funds or funds which the City expends or administers in accordance with the terms of a grant.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

As used in this chapter, the following terms shall have the following meanings:

1.90.030.A

“Apprentice” shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.

1.90.030.B

“Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).

1.90.030.C

“City” shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.

“Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.

“Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering a contract with the City to construct a Public Work or Improvement or provide a service related to a Public Work or Improvement.

1.90.030.D

“Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.

1.90.030.E

“Economically Distressed ZIP Codes”* shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the criteria of:

1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile).

(*Current ZIP Codes are available on the Local Employment and Apprenticeship Program web page.)

“Electrical Utility” and “Water Utility” shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.

“Estimated Cost” shall mean the anticipated cost of a Public Work or Improvement or related Service Contract, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.

“Existing Employee” shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.

1.90.030.L

“Labor Hours” shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement or related Service Contract, and who are subject to state or federal prevailing wage requirements. The term “Labor Hours” shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term “Labor Hours” shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act - 40 U.S.C. 276 (a).

“LEAP Coordinator” shall mean the City of Tacoma staff member who administers LEAP.

“LEAP Program” or “Program” shall mean the City of Tacoma’s Local Employment and Apprenticeship Training Program, as described in this chapter.

“LEAP Regulations” or “Regulations” shall mean the rules and practices established in this document.

“LEAP Utilization Plan” shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated LEAP requirements will be met.

1.90.030.P

“Priority Hire Resident” shall mean any resident within the Economically Distressed ZIP Codes.

“Project Engineer” shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.

“Public Work or Improvement” shall have the same meaning as provided in Section 39.04.010 RCW, as that Section may now exist or hereafter be amended.

1.90.030.R

“Resident of Tacoma” shall mean any person who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person’s presence is more than merely transitory in nature.

1.90.030.S

“Service Area - Electrical” or “Electrical Service Area” shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement or related Service Contract to be performed primarily for the Electrical Utility.

“Service Area - Water” or “Water Service Area” shall mean that area served with retail sales by the Water Utility of the City of Tacoma at the time a bid is published by the Water Utility for a Public Work or Improvement or related Service Contract to be performed primarily for the Water Utility.

“Service Contract” shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as “Building Projects” or “Civil Projects.”

“Subcontractor” means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement or related Service Contract by a Contractor.

1.90.030.T

“Tacoma Public Utilities” means the City of Tacoma, Department of Public Utilities.

“Tacoma Public Utilities Service Area” shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.

1.90.030.W

“Washington State Labor and Industries Prevailing Wage” shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county and are reflective of local wage conditions.

(Ord. 28970 Ex. A; passed Jun. 11, 2024: Ord. 28520 Ex. A; passed Jul. 17, 2018: Ord. 28147 Ex. B; passed May 7, 2013: Ord. 28110 Ex. C; passed Dec. 4, 2012: Ord. 27815 Ex. A; passed Jun. 30, 2009: Ord. 27368 § 1; passed Jun. 21, 2005: Ord. 26698 § 1; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.040 LEAP Requirements.

A. Utilization Requirements.

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.

a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.

2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).

3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project’s total Labor Hours for purposes of determining compliance with the requirements of this chapter.

4. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor’s or Provider’s plan.

The Contractor or Service Provider shall be responsible for meeting the LEAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by Subcontractors. To the extent possible, the Contractor or Service Provider shall recruit Apprentices from multiple trades or crafts.

B. Failure to Meet Utilization Requirements.

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization requirements shall be assessed an amount for each hour that is not

achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its requirements. The amount per hour that shall be assessed shall be as follows:

Percent of Requirements Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 12.00
75% to 89%	\$ 20.00
50% to 74%	\$ 30.00
1% to 49%	\$ 45.00
0%	\$60.00

When determining the percent of requirements that are met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's pre-apprenticeship and training programs. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor's existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

C. LEAP Reports.

Notwithstanding the provisions of TMC 1.90.100, the LEAP Coordinator shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor. The LEAP Coordinator's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The LEAP Coordinator's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Requirement Adjustments.

1. LEAP utilization requirements may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.

a. If LEAP utilization requirements are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP requirement adjustments may not be appealed.

b. If LEAP utilization requirements are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization requirements set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization requirement adjustments.

2. The methodology of determining the appropriate adjustments to LEAP utilization requirements shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.

3. LEAP utilization requirements shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the LEAP Coordinator of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.

E. Utilization - Electrical Projects Outside Electrical Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

F. Utilization - Water Projects Outside Water Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's water utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.

G. Utilization - Projects Outside Tacoma Public Utilities Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization requirement specified in subsection A1. of this section. The 15% utilization requirement specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

H. Emergency.

This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

I. Conflict with State or Federal Requirements.

If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

(Ord. 28970 Ex. A; passed Jun. 11, 2024: Ord. 28520 Ex. A; passed Jul. 17, 2018: Ord. 28147 Ex. B; passed May 7, 2013: Ord. 27815 Ex. A; passed Jun. 30, 2009: Ord. 27368 § 2; passed Jun. 21, 2005: Ord. 26992 § 1; passed Oct. 15, 2002: Ord. 26698 § 2; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.050 Repealed by Ord. 27368. Good faith efforts.

(Ord. 27368 § 3; passed Jun. 21, 2005: Ord. 26698 § 3; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works contract.

(Ord. 26698 § 4; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor's breach of these performance requirements, which shall be published with the City's call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

A. The LEAP Coordinator shall review the Contractor's or Service Provider's and all Subcontractor's employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the LEAP Coordinator shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Hearing Examiner upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Hearing Examiner may be appealed pursuant to Hearing Examiner code, TMC Chapter 1.23.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090 Compliance with applicable law.

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.100 Review and reporting.

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager's and LEAP Coordinator's findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.110 Interpretation.

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)

P A R T V I I I

STATE PREVAILING WAGE RATES

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.