



City of Tacoma
Environmental Services Department

SPECIFICATION NO. ES24-0247N

CENTRAL TREATMENT PLANT ELEVATOR MODERNIZATION

Project No. ENV-04030-04

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
ES24-0247N

CENTRAL TREATMENT PLANT ELEVATOR
MODERNIZATION

PROJECT NO. ENV-04030-04

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

326 East D Street
Tacoma, Washington 98421-1801

SPECIFICATION NO. ES24-0075F

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City of Tacoma
Environmental Services / Science and Engineering

REQUEST FOR BIDS ES24-0247N
Central Treatment Plant Elevator Modernization

Submittal Deadline: 11:00 a.m., Pacific Time, Wednesday, February 19, 2025

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.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

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 not be held.

Project Scope: This work shall generally consist of modernizing both the Transmission Building Elevator as well as the Secondary Treatment Elevator at the City of Tacoma Central Treatment Plant.

Estimate: \$290,000

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 II by email to srowden@cityoftacoma.org.

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



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

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. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
4. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
5. **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.

6. **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.

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.

Equity in Contracting Program (EIC): Tacoma Municipal Code section 1.07.040 THERE IS NO EIC REQUIREMENTS FOR THIS SOLICITATION. However, the City of Tacoma is committed to equality in contracting for under-utilized minority and women-owned businesses and we encourage you to locate these firms by visiting the Office of Minority and Women Business Enterprise - Washington State Office of Minority & Women's Business Enterprises Certification Management System (diversitycompliance.com)

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP): Tacoma Municipal Code section 1.90 There is no LEAP requirement on this solicitation. However, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the LEAP Office for assistance in locating qualified employees. Please visit the LEAP website for more information.

**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. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

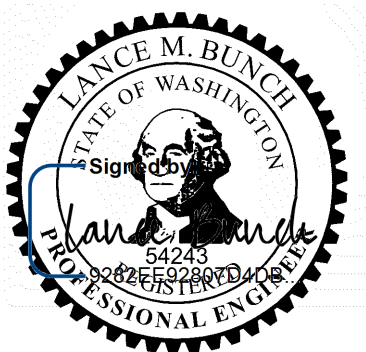
The City will respond to a timely submitted request prior to the bid opening date. Changes to the supplemental criteria, if warranted, will be issued by addendum to the solicitation documents and posted to the City's website for the attention of all prospective bidders.

C. 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.

CITY OF TACOMA
CENTRAL TREATMENT PLANT
ELEVATOR MODERNIZATION

SPECIFICATION SEAL PAGE



01/29/2025

PART I

BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. ES24-0247N

CENTRAL TREATMENT PLANT ELEVATOR MODERNIZATION

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-04030-04 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

- NOTE: 1. Unit prices of all items, all extensions and total amount of bid should be shown. Show unit prices in figures only.
2. The notations below the item numbers refer to the specification section where information may be found regarding each contract item. These notations are intended only as a guide and are not warranted to refer to all specification sections where information may be found.

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. 01 11 00	Modernization of the Secondary Treatment Elevator	1 Lump Sum	Lump Sum	\$ _____
2. 01 11 00	Modernization of the Transmission Building Elevator	1 Lump Sum	Lump Sum	\$ _____

Base Bid (Subtotal Items Nos. 1 - 2) \$ _____

10.3% Sales Tax (Items Nos. 1 - 2) \$ _____

Contractor's Name: _____

Specification No. ES24-0247N

Page 1 of 1

SIGNATURE PAGE

CITY OF TACOMA ENVIRONMENTAL SERVICES/ SCIENCE AND 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. ES24-0247N Central Treatment Plant Elevator Modernization

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.



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 (Feb 5, 2025), 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

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 _____

PART II

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

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.

PART 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:

- (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (c) Contractor markup for Subcontractor Work: For Contractor, for any work performed by its Subcontractor(s) 6% of the first \$50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.
 - (d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
 - (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a. – e.
- (2). Projects more than \$3 million: For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:
- (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (c) Contractor markup for Subcontractor Work: For Contractor, for any Work performed by its Subcontractor(s), 4% of the first \$50,000 of the amount due each Subcontractor, and 2% of the remaining amount if any.
 - (d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
 - (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a. – e.
- g. Allowance for profit: Allowance for profit is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:
- (1) Contractor / Subcontractor markup for self-performed Work: For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with Section 7.02B 7a. – e.

- (2) Contractor / Subcontractor markup for Work performed at lower tier: For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% of the subcontract cost developed in accordance with Section 7.02B 7a. – h.
- h. Insurance and bond premiums: Cost of change in insurance or bond premium: This is defined as:
 - (1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
 - (2) Payment and Performance Bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The cost of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with subparagraph f. and g above.

C. Change Order Pricing – Unit Prices

- 1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
 - a. Scope: Scope of work to be performed;
 - b. Reimbursement basis: Type of reimbursement including pre-agreed rates for material quantities; and
 - c. Reimbursement limit: Cost limit of reimbursement.
- 2. Contractor responsibilities: Contractor shall:
 - a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Leave access as appropriate for quantity measurement; and
 - c. Not exceed any cost limit(s) without Owner's prior written approval.
- 3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and satisfy the following requirements:
 - a. Unit prices must include overhead, profit, bond and insurance premiums: Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit, bond, and insurance costs; and
 - b. Owner verification of quantities: Quantities must be supported by field measurement statements signed by Owner.

D. Change Order Pricing – Time-and-Material Prices

- 1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
 - a. Scope: Scope of Work to be performed;

- b. Reimbursement basis: Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
 - c. Reimbursement limit: Cost limit of reimbursement.
2. Contractor responsibilities: Contractor shall:
- a. Identify workers assigned: Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Provide daily timesheets: Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner's review.
 - c. Allow Owner to measure quantities: Leave access as appropriate for quantity measurement;
 - d. Perform Work efficiently: Perform all Work in accordance with this section as efficiently as possible; and
 - e. Not exceed Owner's cost limit: Not exceed any cost limit(s) without Owner's prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
- a. Timesheets: Labor detailed on daily time sheets; and
 - b. Invoices: Invoices for material.

7.03 CHANGE IN THE CONTRACT TIME

- A. COP requests for Contract Time: The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order Proposal.
- B. Time extension permitted if not Contractor's fault: If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.
- 1. Notice and record keeping for Contract Time request: A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 Days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
 - 2. Timing and content of Contractor's Notice: Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the

Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

3. Contractor to provide supplemental information: Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 4. Contractor to proceed with Work as directed: Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Contractor to demonstrate impact on critical path of schedule: Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order Proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.
- D. Cost of change in Contract Time: Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
1. Must be solely fault of Owner or A/E: The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
 2. Procedures: Contractor shall follow the procedure set forth in paragraph 7.03B;
 3. Demonstrate impact on critical path: Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
 4. Limitations on daily costs: The daily cost of any change in Contract Time shall be limited to the items below, less the amount of any change in the Contract Sum the Contractor may otherwise be entitled to pursuant to Section 7.02B 7f for any change in the Work that contributed to this change in Contract Time:
 - a. Non-productive supervision or labor: cost of nonproductive field supervision or labor extended because of delay;
 - b. Weekly meetings and indirect activities: cost of weekly meetings or similar indirect activities extended because of the delay;

- c. Temporary facilities or equipment rental: cost of temporary facilities or equipment rental extended because of the delay;
- d. Insurance premiums: cost of insurance extended because of the delay;
- e. Overhead: general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.

PART 8 – CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

- A. Claim is Contractor's remedy: If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Section 7.02 or the Contract Time as provided in Section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Claim filing deadline for Contractor: Contractor shall file its Claim within 120 Days from Owner's final offer made in accordance with paragraph 7.01E, or by the date of Final Acceptance, whichever occurs first.
- C. Claim must cover all costs and be documented: The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
 - 1. Factual statement of Claim: A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 - 2. Dates: The date on which facts arose which gave rise to the Claim;
 - 3. Owner and A/E employee's knowledgeable about Claim: The name of each employee of Owner or A/E knowledgeable about the Claim;
 - 4. Support from Contract Documents: The specific provisions of the Contract Documents which support the Claim;
 - 5. Identification of other supporting information: The identification of any documents and the substance of any oral communications that support the Claim;
 - 6. Copies of supporting documentation: Copies of any identified documents, other than the Contract Documents, that support the Claim;
 - 7. Details on Claim for Contract Time: If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
 - 8. Details on Claim for adjustment of Contract Sum: If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail as required by Section 7.02; and

9. Statement certifying Claim: A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.
- D. Owner's response to Claim filed: After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
1. Response time for Claim less than \$50,000: If the Claim amount is less than \$50,000, with a decision within 60 Days from the date the Claim is received; or
 2. Response time for Claim of \$50,000 or more: If the Claim amount is \$50,000 or more, with a decision within 60 Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. Owner's review of Claim and finality of decision: To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in Section 8.02.
- F. Waiver of Contractor rights for failure to comply with this Section: Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless made in accordance with the requirements of this Section.

8.02 ARBITRATION

- A. Timing of Contractor's demand for arbitration: If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 Days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30 Day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Filing of Notice for arbitration: Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
1. Claims less than \$30,000: Disputes involving \$30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or
 2. Claims greater than \$30,000: Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- C. Arbitration is forum for resolving Claims: All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may

occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.

- D. Owner may combine Claims into same arbitration: Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.
- E. Settlement outside of arbitration to be documented in Change Order: If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

8.03 CLAIMS AUDITS

- A. Owner may audit Claims: All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. Contractor to make documents available: In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
 - 1. Daily time sheets and supervisor's daily reports;
 - 2. Collective bargaining agreements;
 - 3. Insurance, welfare, and benefits records;
 - 4. Payroll registers;
 - 5. Earnings records;
 - 6. Payroll tax forms;
 - 7. Material invoices, requisitions, and delivery confirmations;
 - 8. Material cost distribution worksheet;
 - 9. Equipment records (list of company equipment, rates, etc.);
 - 10. Vendors', rental agencies', Subcontractors', and agents' invoices;
 - 11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
 - 12. Subcontractors' and agents' payment certificates;
 - 13. Cancelled checks (payroll and vendors);
 - 14. Job cost report, including monthly totals;
 - 15. Job payroll ledger;
 - 16. Planned resource loading schedules and summaries;

17. General ledger;
 18. Cash disbursements journal;
 19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;
 20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
 22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
 24. Work sheets, software, and all other documents used by Contractor to prepare its bid.
- C. Contractor to provide facilities for audit and shall cooperate: The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 – TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. 7 Day Notice to Terminate for Cause: Owner may, upon 7 Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute Work: Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 2. Contractor bankrupt: Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 3. Contractor fails to correct Work: Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor fails to supply workers or materials: Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 5. Contractor failure to pay Subcontractors or labor: Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;

6. Contractor violates laws: Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 7. Contractor in material breach of Contract: Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Owner's actions upon termination: Upon termination, Owner may at its option:
1. Take possession of Project site: Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of Subcontracts: Accept assignment of subcontracts pursuant to Section 5.20; and
 3. Finish the Work: Finish the Work by whatever other reasonable method it deems expedient.
- C. Surety's role: Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. Contractor's required actions: When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.
- E. Contractor to pay for unfinished Work: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Contractor and Surety still responsible for Work performed: Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. Conversion of "Termination for Cause" to "Termination for Convenience": If Owner terminates Contractor for cause and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner Notice of Termination for Convenience: Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Contractor response to termination Notice: Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
1. Cease Work: Stop performing Work on the date and as specified in the notice of termination;

2. No further orders or Subcontracts: Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 3. Cancel orders and Subcontracts: Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 4. Assign orders and Subcontracts to Owner: Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 5. Take action to protect the Work: Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
 6. Continue performance not terminated: Continue performance only to the extent not terminated
- C. Terms of adjustment in Contract Sum if Contract terminated: If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.
- D. Owner to determine whether to adjust Contract Time: If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

Applicable law and venue: The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in the county in which Owner's principal place of business is located, unless otherwise specified.

10.02 SUCCESSORS AND ASSIGNS

Bound to successors; Assignment of Contract: Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the state of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

Meaning of words used in Specifications: Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority,

whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.04 RIGHTS AND REMEDIES

No waiver of rights: No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall action or failure to act constitute approval or an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.05 CONTRACTOR REGISTRATION

Contractor must be registered or licensed: Pursuant to RCW 39.06, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

10.06 TIME COMPUTATIONS

Computing time: When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.07 RECORDS RETENTION

Six year records retention period: The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with Section 8.03, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

No third party relationships created: The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

Contractor assigns overcharge amounts to Owner: Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

10.10 HEADINGS AND CAPTIONS

Headings for convenience only: All headings and captions used in these General Conditions are only for convenience of reference, and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

PART IV

**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:

AI. "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, affirmative action requirements, 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: January 1st, 3rd Monday of January, 3rd Monday of February, last Monday of May, July 4th, 1st Monday of September, November 11th, 4th Thursday of November, 4th Friday of November, December 25th. If a holiday is on a Saturday, the previous Friday will be observed as a holiday. If the holiday is on a Sunday, the following Monday will be observed as a holiday.

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. Specifications – provisions in Division 1 shall take precedence over provisions of any other Division.
9. Drawings – in case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.
10. Construction Documents Appendices.
11. Signed and Completed Bid Proposal Form.
12. Special Notice to Bidders.
13. Advertisement for Bids.
14. Supplemental Documentation.
15. 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:

A. Approved Equals

1. 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 the descriptive literature, independent test results, product samples, local servicing and parts availability to enable the City to evaluate the proposed "equal".
2. 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 judgement of the City, the item is determined not to be an equal, the item shall be returned at the respondent's expense.
3. When the 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, respondent must clearly indicate the brand and model/part number being bid.

B. Substitution Requests Prior to Bid: Refer to Bid Submittal Package and Specification Section 01_33_00, Product Requirements for allowable process for substitutions prior to the bid.

C. Substitution Requests made after Award of Contract: Requests for approval of substitute materials or products will not be considered, except if one or more of the following conditions exists.

1. Indicate one or more reasons why substitution is required with Substitution Request.
 - a. Unavailability: A substitution is required because the specified item is not available, due to factors beyond the control of the Contractor or subcontractor. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the work promptly or coordinate activities properly.
 - b. Unsuitability: Subsequent information or changes disclose inability of the specified item to perform as intended, and where the Contractor certifies that the proposed substitution will overcome such non- performance.

- c. Regulatory Requirements: Final interpretations of Code, regulatory requirements, safety requirements, or insurance requirements necessitate a change to due inability of the specified item to conform, and the proposed substitution can be approved.
 - d. Warranty: Manufacturer or fabricator cannot certify or warrant performance of specified item as required, and where the Contractor certifies that the proposed substitution will provide the required warranty.
 - e. Owner's Benefit: Acceptance of the proposed substitution is clearly in the Owner's best interest because of cost, quality, or other consideration. In requesting a substitution under this clause, the Contractor shall furnish substantiation of any such reason.
2. During the construction period, Contractor will be notified in writing of decision to accept or reject the Substitution Request by the Owner. Permission to make any substitution after award of Contract shall be effected by a Change Order.
 3. The Contractor shall accompany any request for substitution with such drawings, specifications, samples, manufacturer's literature, performance data, and other information necessary to describe and evaluate the proposed substitution completely as defined in Section 01_33_00 of the Technical Specifications. The burden of proof shall be on the Contractor.
 4. Redesign and Coordination: In making request for approval of substitute materials, the Contractor must represent that it has investigated the proposed product and, in its opinion, it is equal or equivalent in all respects to that specified. Also, Contractor will coordinate all trades including changes thereto as may be required, that it waives all claims for additional costs which subsequently.

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 five (5) 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 five (5) 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 five (5) 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. There are any other reasons deemed proper by the City.
14. Contractor has altered in any form or fashion the City's bid proposal form

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 UTILITY COORDINATION

Add the following new Section 1.09 to City Supplemental Conditions:

The Contractor shall coordinate his/her work with all utilities and other organizations, which have their facilities within the project area. A Utility coordination meeting with all the utility organization shall be coordinated. These may include but are not limited to

- 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 24-hours in advance of any planned work that will impact a roadway. There is no guarantee that such request will be granted.
- B. The design, construction, and maintenance of all detours, including traffic control, traffic control signage, and ADA access and pedestrian access is the sole responsibility of the Contractor. This includes detours both outside the limits of the project and within the limits of the project.

- C. For any road closures, obstructions, or detours, the Contractor shall submit a traffic control plan for approval by the Owner. The detour plan shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), state standard specifications, and these specifications.

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 V 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.

2.05 ADDITIONAL BOND SECURITY

Add Section 2.05 with the following City Supplemental Conditions:

The Contract amount is increased by 20% or more.

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.

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 **90 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. All preliminary Shop Drawings shall be submitted within 7 Calendar Days following the issuance of the Notice To Proceed.

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;
 - 3. Changes in network logic.

Content of each revised Progress Schedule shall be the same information required in Section 3.02.B above.

- 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 necessity of submitting drawings to the City for acceptance,
 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 or 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 [mal 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

Add Section 3.07.A to City Supplemental Conditions:

- A. 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:
1. 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
 2. To authorize the City to deduct these liquidated damages from any money due or coming due to the Contractor.

LIQUIDATED DAMAGES FORMULA $LD = \frac{0.20C}{T}$

Where:

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

C = original contract amount for Work Order

T = original time for milestone or substantial completion

- B. 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:
1. 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 (1) 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 work is suspended for reason (2) above, the period of work stoppage will be counted as working days. The lost work time, however, shall not relieve the Contractor from any contract responsibility.
- E. 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.
- F. 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.

- G. 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.
- H. Request for extensions of time will be evaluated in accordance with Section 7.03.
- I. 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.
- J. 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:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 5 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification and a satisfactory bond as required.

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 5 calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 2 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

PART 4 SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.03 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 submit a submittal schedule with dates for Shop Drawings within 7 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 located at 632 Broadway, Tacoma, Washington 98402 or by going to <http://www.nwcontractorsnetwork.com>.

PART 5 PERFORMANCE

5.02 PERMITS, FEES AND NOTICES

Add Section 5.02.A with City Supplemental Conditions:

A. The actual cost of the general building permit shall be paid directly to the permitting agency by the City.

B. The contractor shall obtain elevator permits and inspections as required by the Labor and Industries Department.

https://lni.wa.gov/licensing-permits/_docs/Elevator-Permit-Application.pdf

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:

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.

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

- d. 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.
- e. 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 in no event 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 3rd 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 assure that all materials and/or equipment have been tested, submitted and approved;
 - d. A check to assure that provisions have been made to provide control inspection and testing;
 - e. Examination of the work area to assure 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 assure that they conform to 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. Establish level of workmanship, verify that it meets minimum acceptable workmanship standards, and compare work with sample panels, etc., as appropriate;
 - d. Resolve all differences;
 - e. 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 assure 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.

5.20 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 Area 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. The total cost to the City, including all applicable taxes, may be the basis for Contract award determination. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.

1. Federal Excise Tax

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 <http://www.cityoftacoma.org/Page.aspx?nid+201>.

4. Any or All Other Taxes

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

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 the final progress payment showing 100% completion for the work being claimed as substantially complete. List any incomplete items of work along with their value and an explanation of why the work is incomplete.
 2. 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 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 10 working 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 satisfactorily 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 all Record Drawings and Record Specifications.
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 7 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.

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.f(1)(a) with City Supplemental Conditions, Projects less than \$3 million:

- a. Contractor markup on Contractor Work for Overhead: For Contractor, for any Work actually performed by Contractor's own forces, 10% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.

Replace Section 7.02.B.7.f(1)(b) with City Supplemental Conditions, Projects less than \$3 million:

- b. Subcontractor markup for Subcontractor Work for Overhead: 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.

Replace Section 7.02.B.7.f(1)(c) with City Supplemental Conditions, Projects less than \$3 million:

- 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.

Replace Section 7.02.B.7.f(1)(d) with City Supplemental Conditions, Projects less than \$3 million:

- 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.

Replace Section 7.02.B.7.f(1)(e) with City Supplemental Conditions, Projects less than \$3 million:

- 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.

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:

2. 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 7.02C, with City Supplemental Conditions:

All mark-ups per Section 7.02.B.7.f

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

4. Subcontractor and sub-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 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:

- 1. 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 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 CITY 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 seven (7) 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 CITY FOR CONVENIENCE

Add Section 9.02.C with City Supplemental Conditions:

- C. This Contract may be terminated by the City upon fourteen (14) days written notice to the Contractor in the event the City determines it is in the best interest of the City to terminate this project. 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 CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

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

2. SUBCONTRACTORS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

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

3.2 Commercial (Business) Automobile Liability Insurance

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

3.3 Workers' Compensation

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

3.4 Employers' Liability Insurance

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

3.5 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 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.

3.6 Installation Floater Insurance

Contractor shall maintain during the term of the Contract, at its own expense, Installation



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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 Builder's Risk Insurance

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

- 3.7.1 Have a deductible of no more than Five Thousand Dollars (\$5,000) for each occurrence, the payment of which will be the responsibility of Contractor. Any increased deductibles accepted by City of Tacoma will remain the responsibility of Contractor
- 3.7.2 Be on an ISO Special Form Causes of Loss or the equivalent and also include coverage for Collapse, Earthquake and Flood. The deductible for Earthquake and Flood may be higher than the \$5,000 deductible required in 3.18.1
- 3.7.3 Include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site
- 3.7.4 Be written in the amount of the completed value of the structures, with no coinsurance provisions exposure on the part of Contractor or City of Tacoma
- 3.7.5 Contain a Waiver of Subrogation provision whereby each insured waives their subrogation rights to the extent the loss is covered by this insurance
- 3.7.6 Grant permission to occupy, allowing the building or structure to be partially occupied prior to completion, without detrimental effect to the coverage provided
- 3.7.7 Include coverage for the testing and startup of the building's operating systems
- 3.7.8 Include coverage for City of Tacoma's loss of use or business interruption arising out of a covered loss which delays completion
- 3.7.9 Include resultant damage coverage for loss due to faulty workmanship and defective material
- 3.7.10 Include coverage for startup and testing
- 3.7.11 Include coverage for resultant damage coverage for loss due to faulty workmanship and defective material

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

3.8 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

SPECIFICATION NO. ES24-0247N

CENTRAL TREATMENT PLANT ELEVATOR MODERNIZATION PROJECT

TECHNICAL SPECIFICATIONS

DIVISION 1—GENERAL REQUIREMENTS

<u>Number</u>	<u>Title</u>
01 11 00	Summary of Work
01 12 00	Work Sequence
01 14 00	Work Restrictions
01 14 01	Environmental and Sustainability Management System (ESMS)
	Supplements:
	Contractor Management Environmental Checklist
01 31 13	Project Management and Coordination
01 31 50	Web Based Construction Management
01 32 00	Construction Progress Documentation
01 33 00	Submittal & RFI Procedures
	Supplements:
	Transmittal of Contractor's Submittal
01 35 00	Health and Safety
01 42 00	References
01 45 33	Special Inspection, Observation, and Testing
	Supplement:
	Contractor's Statement of Responsibility.
01 73 00	Cutting and Patching
01 74 00	Cleaning
01 74 10	Construction Waste Management
01 77 00	Closeout Procedures

DIVISION 2 THROUGH 48 (NOT USED)

DIVISION 1 GENERAL REQUIREMENTS

<u>Number</u>	<u>Title</u>
01 11 00	Summary of Work
01 12 00	Work Sequence
01 14 00	Work Restrictions
01 14 01	Environmental and Sustainability Management System (ESMS) Supplements: Contractor Management Environmental Checklist
01 31 13	Project Management and Coordination
01 31 50	Web Based Construction Management
01 32 00	Construction Progress Documentation
01 33 00	Submittal & RFI Procedures Supplements: Transmittal of Contractor's Submittal
01 35 00	Health and Safety
01 42 00	References
01 45 33	Special Inspection, Observation, and Testing Supplement: Contractor's Statement of Responsibility.
01 73 00	Cutting and Patching
01 74 00	Cleaning
01 74 10	Construction Waste Management
01 77 00	Closeout Procedures

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

1. General work included in this section:
 - a. Furnish all labor, materials, tools, equipment, and supervision required in accordance with provisions of the Contract.
 - b. Demo and remove all necessary elevator components scheduled for replacement: Including but not limited to the existing controller, Power Unit, Pipe Stands, Car Components, Hoistway Components, Pit Components, Car Door, Door Equipment, and Car Fixtures as described in these specifications for both the transmission building elevator and the secondary treatment elevator.
 - c. Install a new controller in both the secondary treatment and transmission buildings.
This will include:
 - a. TAC-32 Controller
 - b. Seismic Features
 - c. Solid State Starters
 - d. Battery Lowering in Controller
 - e. eMax Monitoring Device Provisions.
 - d. Install a new Power Unit in both the secondary treatment and transmission buildings.
This will include:
 - a. 5 gallon drum of Biodegradable oil
 - b. 55 gallon drum of Biodegradable oil
 - c. EP-95 Power Unit(**Secondary Treatment Building**)
 - d. EP-80 Power Unit(**Transmission Building**)
 - e. Seismic Requirements for EP units
 - f. 2" shutoff valve kit
 - g. Overspeed Valve Kit for 2"
 - e. Install new pipe stands in both the secondary treatment and transmission buildings.
 - f. Install new car features in both the secondary treatment and transmission buildings.
This will include:
 - a. 21" Toe guard(**Secondary Treatment Building**)
 - b. Fan: Two Speed
 - c. 5 pin lock with electric contact for car top exit
 - d. Cab wiring material(200MK1)
 - e. New Flooring(**Secondary Treatment Elevator**)
 - i. Contractor to match existing Secondary Treatment Tile Flooring (**Spartacote**)
 - g. Install new hoistway features in both the secondary treatment and transmission buildings. This will include:
 - a. HN boxes(per each 2 cars, grouped)
 - b. Steel tape with mounting hardware, selector and magnets (terminal limits

- included)
- c. Hoistway duct kit
- d. TAC 32 field friendly wiring package includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.
- h. Install new pit features for both the secondary treatment and transmission buildings.
This will include:
 - a. 2" shutoff valve kit(**Transmission Building**)
 - b. Pit stop switch
 - c. Pit ladder 16" wide
- i. Install a Car Door for the secondary treatment building
- j. Install the following door equipment for both secondary treatment and transmission buildings:
 - a. Interlock and Pick-up Assemblies. Include closers front.(**Secondary treatment building only**)
 - b. Micro light
 - c. LD-16 Plus Door Operator with complete carside equipment(FRONT)(**Secondary treatment building only**)
 - i. Includes Adapter kit(Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal)
 - d. LD-16 Plus Drive only(FRONT)(**Transmission building only**)
 - i. Includes Car Top Inspection station(w/ alarm signal)
 - e. Front Door Operator (**Secondary treatment building only**)
- k. Install the following Car Fixtures for both the secondary treatment and transmission buildings:
 - a. Vandal Resistant Floor Buttons
 - b. Debranded Car Station
 - c. Cast Braille Plates for Car Features
 - d. Standard Key Switch Package including:
 - i. Fan
 - ii. Light
 - iii. Independent
 - iv. Stop
 - v. Inspection/Hoistway Enable
 - e. Emergency Light mounted in COP
 - f. 2004 and later Fire Service Phase II Features
 - g. Handicap Signal
 - h. Position Indicator
 - i. ADA Phone system integral with COP
 - j. Speaker pattern for Intercom System/ADA Phone
 - k. Locked Service Cabinet
 - l. Certificate Window
 - m. Default Engravings
 - n. GFI outlet
 - o. Stainless Steel Finish
 - p. Emergency Light Test Button
 - q. TAC Serial Boards
 - r. Car Riding Lantern

- I. Install the following Hall Fixtures for both the secondary treatment and transmission buildings:
 - a. Serial boards for hoistway access
 - b. Serial boards for hall lanterns
 - c. Fire service phase I key switch
 - d. Fire Service Phase I Engraved Instructions
 - e. Hoistway Access Switch
 - f. Fusion Hall Lanterns
 - g. Terminal Hall Stations
 - h. 2009 & 2010 Elevator Communications Failure add
 - i. Serial Boards for Front Risers
 - j. TAC Serial Boards, Base Charge
 - k. Terminal Hall Stations
 - l. Intermediate Hall Stations (**Secondary Treatment Elevator Only**)
- m. Install approx. 27 square feet of flooring in the Secondary Treatment Elevator. Contractor shall match existing floor that is currently in the Secondary Treatment Elevator.
- n. Completely coordinate with work of all other trades.
- o. Although such work may not be specifically indicated, furnish and install all miscellaneous items incidental to or necessary.

The Owner operates and maintains the City of Tacoma's Central Wastewater Treatment Plant that process on average 20 million gallons of wastewater daily. Plan the Work to allow Owner and Employees to access these facilities and coordinate the Work to minimize impact on the operation of the facilities.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: The Work includes but is not limited to the furnishing of all labor, materials, supervision, tools, and equipment necessary to modernize both the secondary treatment elevator as well as the transmission elevator.
 - 1. Name of Project: Central Treatment Plant Elevator Modernization
 - 2. Project Site Address: 2201 Portland Ave, Tacoma, WA
 - 3. Owner: City of Tacoma, Environmental Services, Science and Engineering.
- B. 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 costs such as supervision and overhead, profit, and the general conditions specified in the Contract, all shall be allocated to each bid item as applicable for work defined in the Bid Item. No separate payment will be made to the Contractor for these items.

Bid Item 1: Modernization of the Secondary Treatment Elevator Work includes but is not limited to, providing all labor, certified supervision, materials, tools, elevator permit, inspection, and equipment required for the work described above in spec section 01 11 00 section 1.01 Summary as shown on the Contract Drawings and as specified in the Contract Documents. Payment shall be based on Lump Sum.

Bid Item 2: Modernization of the Transmission Elevator Work includes but is not limited to, providing all labor, certified supervision, materials, tools, elevator permit, inspection, and equipment required for the work described above in spec section 01 11 00 section 1.01 Summary as shown on the Contract Drawings and as specified in the Contract Documents. Payment shall be based on Lump Sum.

1.03 SUBMITTALS

- A. General: Submit the following in accordance with the Conditions of Contract and 01 33 00 – Submittal Procedures:

1.04 CONTRACTOR'S WORK AND RESPONSIBILITIES—GENERAL

The Work includes but is not limited to the furnishing of all labor, materials, supervision, tools, and equipment necessary to modernize both the secondary treatment elevator as well as the transmission elevator.

- A. General:
 - 1. Coordinate work with facility staff prior to initiating work.
 - 2. Verify all dimensions before starting work.
 - 3. Provide shop drawings for all fabrication and construction for Engineer review.

1.05 OWNER OCCUPANCY

- A. Contractor shall coordinate with Owner in all construction operations to minimize conflicts and to facilitate Owner usage at least one (1) week notice in advance.

1.06 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. 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 serving the premises clear and available to the Owner and their employees/contractors/visitors and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

- b. Do not unreasonably encumber the City of Tacoma's Central Wastewater Treatment Plant with materials or equipment. Confine stockpiling of materials to the areas defined. 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.

1.07 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 between the Drawings or 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 0, Division 1 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.

1.08 UTILITIES

- A. Contractor shall pay and is responsible to locate and protect all existing utilities and then contact utility involved.
- B. Existing Utilities
 - 1. 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 damaged 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 ten (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.

1.09 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 Non-Residential Energy Code, Department of Ecology, and the Environmental Protection Agency (See the Drawings for a listing of codes.)
 - 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.

1.10 WASTE DISPOSAL

- A. It is the Contractors responsibility to pay and dispose of all waste material off site.

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. 01 31 13 – Project Management and Coordination.

1.02 SUBMITTALS

A. General: Submit the following in accordance with the Conditions of Contract and 01 33 00 – Submittal Procedures:

B. Within fourteen 14 days after receipt of Notice to Proceed and prior to any demolition or construction on-site 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 (Section 01 12 00.1.06)

1.03 SEQUENCING

A. Sequence construction to minimize impact to the daily operations of the City of Tacoma's Central Wastewater Treatment Plant and in accordance with the plan provided on the Drawings.

B. The general priority to the sequence of work shall be:

1. Request permission from the City seven (7) days in advance of any activities that have the potential to disrupt City'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.
2. Contractor shall field verify and measure the existing conditions for dimensions and provide redline verification.
3. Provide shop drawings and material data to engineer prior to any fabrication or construction for the following items: Controller Materials, Power Unit Materials, Pipe Stands, Car Materials, Hoistway materials, Door Equipment, Car Fixture Materials.
4. Verify with City all mechanical and metal to be protected during construction.

5. Mark work limits.

1.04 SCHEDULING

- A. Refer to Section 01 14 00 – Work Restrictions.

1.05 PHASING

The City of Tacoma has established the listed phasing plan as a general outline for estimating purposes. The General Contractor may submit an alternative approach for review and acceptance upon award of contract.

- A. CTP Elevators: Work of this phase includes, but is not limited to the following:
 1. Establish limits of construction. Protect or isolate plant operations to remain in services during construction.
 2. Contractor shall be advised for all Lock Out Tag Procedures (LOTO) before work on any elevator is to begin.
 3. Contractor shall start work on the secondary treatment elevator once that work is complete contractor shall begin work on the transmission building elevator.

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 site
2. Work restrictions.
3. Concurrent use of Central Wastewater Treatment Plant.
4. Access to site.

1.02 RELATED DOCUMENTS

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

1.03 USE OF PREMISES

- A. Use of Site: Do not disturb portions of site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to area designated by the owner after award.
 2. 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.
 3. Schedule deliveries to minimize use of driveways and entrances.
 4. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 5. Parking areas: Do not use employee-parking areas for storage of materials.
 6. Hours of Work: Except in case of emergency or otherwise approved by the Owner.
 - a. Allowable work hours are 6 AM to 5 PM. Permission to work between the hours of 5 PM and 6 AM during weekdays and between the hours of 5 PM and 6 AM on weekends must be approved by Owner. Acceptance to continue work later than 5 PM may be revoked at any time the Contractor exceeds the Owner's control regulations or complaints are received from the public or adjoining property owner's regarding the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.
 - b. If a Contractor desires to perform work on Holidays, Saturdays, Sundays, between 7 AM and 5 PM on any day, the Contractor shall apply in writing to the Engineer for permission to work such times. Such requests shall be submitted to the Owner no later than 48 hours prior to the day for which the Contractor is requesting permission to work. Permission to work longer than an 8-hour period on a weekday between 6 PM to 5 AM is not

required.

- c. Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to: requiring the Engineer or such assistants as the Engineer may deem necessary to be present during the work; and requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time working costs for Contracting Agency employees who worked during such times. Assistants may include, but are not limited to, survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

B. Public Exclusion Zones

1. The Contractor shall post appropriate signs delineating the construction areas in a format acceptable to the Owner.
 - a. Comply with sound safety practices, regulations, and company policies to ensure the highest degree of public safety and protection.
 - b. The specific signage required shall be determined in Contractor consultation with the Owner during review and acceptance of the Contractor's required submitted work plans.
 - c. The required signage shall meet the requirements and be located and installed consistent with the instructions provided by the Owner.
 - d. The signage is required to be moveable in response to daily work activities.
 - e. Provide high visibility tape and barricades.
 - f. Maintain posted signs in good serviceable condition.
 - g. Replace damaged or missing signs promptly.
 - h. 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.
 - i. Remove and store exclusionary devices inside designated laydown areas indicated on the Drawings during periods when the facility is closed.

C. Access to Site:

1. Direct truck traffic to utilize the existing facility gates designated for use in the contract documents.
2. Contractor personnel shall be on site and available to direct truck and equipment traffic at all times such activities are being mobilized, conducted, and demobilized.
3. Do not permit trucks, and trucks with pups, to congregate or queue outside the property boundaries.
4. Do not obstruct CTP traffic patterns; public work operations, operations and activities at the adjacent off-site groups.
5. Equipment Delivery:

- a. Coordinate equipment delivery to occur during low traffic conditions.
 - b. Do not attempt to unload, operate, or load equipment beyond the noise production limitations allowable.
- 6. Construction Activities:
 - a. Coordinate construction deliveries to occur during times when construction personnel will be on hand to direct the truck driver.
 - b. Post signage on the site indicating the designated route for deliveries to the project.
 - c. Direct drivers regularly through verbal instructions, written materials, notices, and subcontracts about the traffic control plan procedures.
 - d. Recommend adjustments to the traffic control plan as needed to the Owner.

D. Contractor Parking

- 1. Park only in areas designated by the Owner.
- 2. The Contractor may park additional vehicles including trucks and trucks with trailers during: a) after hours, b) at night, c) holiday closure periods, and d) early holiday closures PROVIDED all the following three (3) conditions are met:
 - a. The vehicles are at no time blocking fire lanes; AND
 - b. Facility personnel and managers are able to access the entire site freely and without obstruction at all times night and day; AND
 - c. Emergency vehicles are not impeded from traveling around the facility, and accessing all areas.
- 3. 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 on the basis of vehicle removal and exclusion restrictions imposed by the Owner.

1.04 OPERATION OF THE CENTRAL TREATMENT PLANT

- A. The Owner's wastewater treatment 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 other wastewater facilities in full operation concurrent with the construction activity.
 - 1. Request permission from the Owner seven (7) 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 wastewater facilities. The Contractor shall have no claim for damages or delays should such permission be revoked or denied due to unanticipated disruptions to the Owner's operations.

2. 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 00.1.05.B
 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. Maintain required access for fire protection of the buildings at all times.
1. Comply with requirements of the Tacoma Fire Department.
 2. Verify with Tacoma Fire Department and all requirements for confined space entry and provide written report.

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 REFERENCES

- A. Comply with requirements of Environmental and Sustainability Management Systems Sections 4.4.6-6 "Contractor Management Environmental Manual" and the "Contractor and Vendor Environmental and Sustainability Management System Information Sheet".

1.04 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.

1.05 SUBMITTALS

- A. Contractor/Vendor Acknowledgement and Agreement
- B. ESMS Document 4.4.6.4 – 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 90 minutes.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 The CENTRAL TREATMENT PLANT ELEVATOR MODERNIZATION 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 four Significant Environmental Aspects:

- Air Emissions: Convert 40% of biogas emissions to fuel
- Energy Conservation: Reduce annual energy use by 2%
- Resource Consumption: Reduce impacts from fleet vehicles and deliveries
- Water Conservation: Optimize the use of water sources

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
- **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 any CTP employee.
- **Vehicle Safety:** Be aware and cautious of vehicle and pedestrian traffic.

CONTRACTOR REQUIREMENTS

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

- Storage, handling and use of flammable liquids and hazardous materials and hazardous wastes
- Periodic safety inspections and housekeeping.
- Use of fall protection while working at heights.
- Following electrical safety practices and lock out /tag out procedures.
- Proper use of Personal Protective Equipment.
- Proper maintenance and use of ladders and other equipment.
- Contractors are responsible for removing and the proper disposal of any hazardous materials or hazardous wastes utilized or generated while on-site at the CTP.
- Contractors may not dispose of any chemical or waste on-site.
- Contractors must 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.



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

19 JUN 18
Date

Contractor/Vendor Acknowledgement and Agreement

Company Name: _____

The undersigned hereby acknowledges receiving the contractor/vendor informational materials for the City of Tacoma, 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	Approved	Issued
Initials	Core Team	Core Team	Mgmt Rep	Sr Mgmt
Date	4/2/14	2/2/15	2/11/15	1/12/15

ESMS Document – 4.4.6-4 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 [4.4.6-2 Operational Control Contractor Management Procedure](#) and [4.4.6-3 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	2/2/15	Core Team	Updated for consistencies and issue date
002			

SECTION 01 31 13
PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Conservation.
 - 3. Coordination Drawings.
 - 4. Administrative and supervisory personnel.
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 01 12 00 "Work Sequence" for construction progress and coordination.
 - 2. Section 01 32 00 "Construction Progress & Documentation" for preparing and submitting the Contractor's Construction Schedule.

1.03 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.

1.04 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.
- 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, stormwater, 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.

1.05 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 Procedures."
 - 1. Submit itemized submittal schedule at Pre-Construction meeting.
 - 2. 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.

1.06 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.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 GENERAL COORDINATION PROVISIONS

- A. General
 - 1. The Contractor is responsible for the coordination of the work of all trades. Contractor shall check specifications, addenda, and drawings covering all trades as the work progresses. Contractor shall promptly report to the Owner any omissions, conflicts or points requiring clarification.
 - 2. Contractor shall prepare and distribute to each entity performing work at project site, a written memorandum of instruction on required coordination activities, including required notices, reports and attendance at meetings.
 - 3. All Contractors (Prime Contractor and Subcontractors) shall diligently comply with the following requirements:
 - a. Cooperate in planning and layout of the work well in advance of operations.
 - b. Inform other contractors of requirements at proper time to prevent delay or revisions.
 - c. Be informed on the requirements of other contractors and check own work for conflicts with the work of other contracts.

- d. Insure delivery of materials and performance of work on coordinated schedule with other contracts.
 - e. Shall be represented on the job site by the project superintendent at all times 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 and Architect. In particular, 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 Procedures".)
- D. Inspection of Conditions: Manufacturers representative provided by Contractor shall inspect each major component both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner. All cost associate with this work shall be at the expense of 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 forty-eight (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. Contractor is cautioned that, at times during construction, there may not be sufficient room to park for all construction personnel on site. Room for trailers, materials, etc., take priority space. Other arrangements shall be made by the Contractor to satisfy parking requirements for personnel.

END OF SECTION

SECTION 01 31 50
WEB BASED CONSTRUCTION MANAGEMENT

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions and Divisions 0 and 1 Specification Sections, apply to work of this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. e-Builder's Purpose & Utilization
 - 2. Computer Requirements
 - 3. Training & Support
- B. Related Sections include the following:
 - 1. Section 01 31 13 – Project Management and Coordination
 - 2. Section 01 33 00 – Submittal Procedures

1.03 E-BUILDER (PROJECT MANAGEMENT COMMUNICATIONS)

- A. The Contractor shall use the Internet Web-based Project Management Software communications tool, e-Builder 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.
 2. Authorized users will be contacted directly by the web site provider, e-Builder, who will assign the temporary user password.
 3. 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.
 4. 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 e-Builder 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. 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. Transmittals, including record of documents and materials delivered in hard copy.
 - d. Meeting Minutes.
 - e. Review Comments.
 - f. Daily Field Reports.
 - g. Construction Photographs.
 - h. Drawings.
 - i. Supplemental Sketches.
 - j. Schedules.
 - k. Specifications.

1.04 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. e-Builder 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. e-Builder 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 e-Builder system meets the minimum requirements described in this Section. Under no circumstances shall the usage of the e-Builder be grounds for a time extension or cost adjustment to the contract.

2. Each of the above referenced computer systems shall have the following minimum system and software requirements:
 - a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
 - 1) PC system 500 MHz Intel Pentium III or equivalent AMD processor
 - 2) 128 MB Ram
 - 3) Display capable of SVGA (1024 x 768 pixels) 256 colors display
 - 4) 101 key Keyboard
 - 5) Mouse or other pointing device
 - b. Operating system and software shall be properly licensed.
 - 1) Internet Explorer or other browser (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.
 - 2) Adobe Acrobat Reader (current version is a free distribution for download).
 - 3) Alternatively, users intending to scan and upload to the documents area of the web site should have Adobe Acrobat (current version must be purchased).
 - 4) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

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 Procedures."
- B. Provide a List of Contractor's key e-Builder 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.

1.06 TRAINING & SUPPORT

- A. A group training session or sessions scheduled by the City will be provided for the Contractor. e-Builder 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. e-Builder 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. e-Builder shall be utilized in connection with submittal preparation and information management required by the Sections:

- 1. 01 32 00 Construction Progress & Documentation
- 2. 01 33 00 Submittal Procedures
- 3. All other Division 1 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 Engineer and his consultants, and the Contractor shall respond to documents received in electronic form through the web site, and consider them as if received in paper document form.
 - b. The City and his representatives, the Construction Manager and his representatives, the Engineer and his consultants, and the Contractor reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
 - c. The City and his representatives, the Construction Manager and his representatives, the Engineer and his consultants, and the Contractor reserves the right to and shall copy any paper document into electronic form and make same available on the web site.
 - d. The following are some but not all of the paper documents which require original signature:
 - Contract Change Orders
 - Application & 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 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 e-Builder 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 e-Builder 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 e-Builder 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 RELATED DOCUMENTS

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

1.02 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.
- B. Related Sections include the following:
 - 1. Division 1 Section 01 31 13 "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 2. Division 1 Section 01 33 00 "Submittal Procedures" for submitting schedules and reports.
 - 3. Division 1 Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
- C. Failure to comply with the requirements of this section shall be deemed a material breach of contract documents, allowing the City to withhold payment.

1.03 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. Use of float time by Contractor or Owner due to lack of project planning is not allowed
- F. Major Area: A significant section of construction such as sedimentation tank coating 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 one (1) week back and three (3) weeks ahead. Highlight those activities originally scheduled which were either delayed or progressed in advance of plan.

1.04 SUBMITTALS

- A. Informational Submittals
- B. Daily Construction Reports: Submit electronic and one (1) printed copy at weekly intervals.
- C. Special Reports and photographs: Submit electronic and one (1) printed copy at time of unusual event.
- 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.

1.05 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.

1.06 PROGRESS SCHEDULE

- A. Procedures: Comply with the requirements of the General and Supplemental Conditions. If any provisions in this section are in conflict with the General and Supplemental Conditions, the General and Supplemental Conditions takes precedence.
- 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 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 seven (7) days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion minimum of 10 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.

1.07 PRELIMINARY CONSTRUCTION SCHEDULE

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

1.08 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.

1.09 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.

1.10 SPECIAL REPORTS

- A. General: Submit special reports directly to City within one day of an incidence. 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 1 day, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, 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.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 33 00
SUBMITTAL & RFI PROCEDURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions, and other Divisions 0 and 1 Specification Sections, apply to work of this Section.

1.02 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, Provide the appropriate document format in order that text is displayed at a minimum of 11 point font size.

1.03 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.

1.04 PROCEDURES

- A. Electronic Submittals: Submittals may be made in electronic format in accordance with Section 01 31 50.
 - 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 Word 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 three (3) days after receipt of RFI and five (5) 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

Submittals not required by Contract Documents: Will not be reviewed and will be returned stamped "Not Subject to Review."

1.05 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

1.06 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 USB Flash Drive to appropriate parties. If City determines submittal does not meet conditions of the Contract and is therefore considered unacceptable, City will retain one USB Flash Drive and return remaining USB Flash Drive's 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.

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 1 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

SUBMITTAL TRANSMITTAL FORM:

SUBMITTAL TRANSMITTAL

Submittal Description: _____ Submittal No.¹: _____

Spec Section: _____

	Routing	Sent	Received
CITY:	Contractor/CM		
PROJECT:	CM/Engineer		
	Engineer/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	Review Initials	Review Comments Attached

^a**Note: R = Reviewed; RCW = Review with Comments; A&R = Amend and resubmit; R = Rejected**

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 01300-4.0A, Transmittal Procedure

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.
- B. Related Sections:
 - 1. Section 00 72 00 – General Conditions
 - 2. Section 01 33 00 – Submittal & RFI Procedures
 - 3. Section 01 42 00 – References

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):
 - i. RCW 70.105 – Hazardous Waste Disposal Act.
 - ii. 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:
 - iii. Chapter 296-24 WAC.
 - iv. Chapter 296-27 WAC.
 - v. Chapter 296-50 WAC.
 - vi. Chapter 296-62 WAC; Chapter 49-17.
 - vii. Chapter 296-155 WAC.
 - viii. 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. Regulated Material: All of the following apply:
 - 1. Materials as defined in Section 00 72 00 – General Conditions for Washington State Facility Construction.
 - 2. A substance classified as “dangerous waste,” in accordance with WAC 173-303.
 - 3. A solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may (1) cause or significantly contribute to an increase in mortality or increase in serious, irreversible, or incapacitating reversible illness; or (2) pose, substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed or otherwise managed.
 - 4. Asbestos materials, as defined in Puget Sound Clean Air Agency (PSCAA), Regulations III, Articles 3-4, Removal and Encapsulation of Asbestos Materials.
 - 5. Polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PAHs), explosives, radioactive materials, and other materials designated as regulated by regulatory agencies having jurisdictions over such matters.
- E. 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 for Hazardous Waste Operations: The Contractor shall be responsible for health and safety measures and conditions at the project site, including health and safety of all visitors to the project site such as Owner representatives and agents, at the City of Tacoma’s Central Wastewater Treatment Plant, related to site construction and other activities conducted at the site.
- 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.
- I. 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) 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 Procedures.
- B. 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 hazardous waste 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 working 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 exact nature of materials and wastes disposed of at the site is unknown.
 - b. 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 tank 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 as follows.
 - a. Stage 1 – Baseline work conditions requiring at a minimum notification to every worker of the presence of the transfer center, and instructions on how to obtain additional information.
 - b. Stage 2 – Special work conditions that involved particular hazards including but not limited to work at the face of a cut into refuse; handling of Regulated Material; limiting exposed persons; the Contractor is required to provide instructions to those persons on how to mitigate hazards.

- c. Stage 3 – Emergency conditions requiring immediate actions on the part of workers and others to avoid and limit risk to person and property.
 - d. Make each stage compliant with Right to Know regulations.
- 14. Include specific measures for continual assessment of working conditions in the vicinity of the excavation work area.
 - a. Continual assessment includes gas detection and other monitoring activities.
- 15. Identify responsible parties to implement stages of the Contractor's Health and Safety Plan.
- C. 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.
- D. 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. Provide and maintain appropriate and sufficient fire prevention measures at all times 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 the wastewater treatment plant.
- 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 42 00

REFERENCES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "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
- C. "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.
- D. "Attendant": As in 'all patching including attendant excavation'; in this instance meaning excavation required as a result of having to perform the patching.
- E. "Authority having jurisdiction": The agency or governmental authority responsible for enforcing codes, laws, rules, and other regulatory forces imposed on the Project, or Work.
- F. "Bid Proposal": The offer of a bidder, on the prescribed proposal form, properly executed, to perform the contract.
- G. "Bidder": A qualified individual, partnership, firm, corporation or joint venture licensed to do business in the State of Washington submitting a proposal.
- H. "City": Shall mean City of Tacoma. Typically, during construction, the City will be represented by a designated project manager or construction manager employed by the City of Tacoma.
- 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. "Furnish": Supply and deliver materials, equipment, items and products to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- S. "Indicated": The term "indicated" refers to graphic representations or cross-reference to notes, or schedules on the Drawings or other paragraphs or Schedules in the Project Manual (Specifications) and similar requirements in the Contract Documents. Terms such as "shown", "noted", "scheduled", and "specified" may be used in lieu of "indicated" to help the reader locate cross-references. No limitation of location is intended except as specifically noted.
- T. "Install": Operations at Project site including unloading, temporarily storing,

unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

- U. "Installer": Contractor or other entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Trades: Using terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
 - 2. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
 - a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.
- V. "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.
- W. "Plans": The contract drawings which show the location, character, dimensions, and details of the prescribed work. Also, may be referred to as "Drawings".
- X. 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.

Y. "Provide": Pay for, furnish and install, complete and ready for the required use.

Z. "Product": The term used in the Project Manual includes materials, systems and equipment provided by the Contractor for use in the Work.

AA. "Project Manual": Is the One (1) bound volume that includes:

1. Volume 1: General Requirements and Specification Division 0-1, and Technical Specifications.

BB. "Project Site": Space available to Contractor for performing construction activities, either exclusively or in conjunction, with others performing other work as part of Project. The extent of Project site is shown on Drawings and may be identical with the description of the land on which Project is to be built.

CC. "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.

DD. "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.

EE. "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 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.

FF. "Satisfactory": The term "satisfactory" means "satisfactory to the City/Engineer". The City, in consultation with the Engineer, shall be the sole judge of the acceptability of a product or an installation.

GG. "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.

HH. "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.

II. "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.

JJ. "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.

KK. "Specifications": The compilation of provisions and requirements for the performance of prescribed work.

LL. "Subcontractor": An individual, partnership, firm, corporation or joint venture, to which the Contractor sublets part of the contract.

MM. "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.

NN. "Testing Agencies": Independent entity engaged to perform specific inspections or tests, either at Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

OO. 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.

PP. "Warranty Bond". Guarantee for the City that the contractor will solve all warranty issues during the specified warranty period, which is 1 year from completion/acceptance of the project.

QQ. "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).

RR. 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.

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. 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:

Be identified as a trade association standard, such as the American Architectural Manufacturers Association (AAMA); or

Be identified as a state or federal specification, such as the Washington State Facility Construction, or

Be identified as standard employed by 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:
 - 1) Prescriptive.
 - 2) Open-generic prescriptive.

- 3) Compliance with standards.
 - 4) Performance.
 - 5) Proprietary.
 - 6) 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 & 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 City/Engineer 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 City/Engineer 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 Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA Aluminum Association, Inc. (The)

www.aluminum.org

(202) 862-5100

ACI	American Concrete Institute	(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	(312) 670-2400

AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AMPP	The Association for Materials Protection and Performance www.ascassoc.com	
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASTM	ASTM International (American Society for Testing and Materials) www.astm.org	(610) 832-9585
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
CFR	Code of Federal Regulations	
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CWHSSA	Contract Work Hours and Safety Standards Act	
ICBO	International Conference of Building Officials	
ICC	International Code Council	
ICC-ES	ICC Evaluation Service, Inc.	
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
SAE	SAE International www.sae.org	(724) 776-4841
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	Steel Structure Painting Council www.sspc.org	(412) 281-2331
SWRI	Sealant, Waterproofing, and Restoration Institute www.swrionline.org	
TSWMM	Tacoma Surface Water management Manual	(816) 472-7974
UMC	Uniform Mechanical Code	

WAC	Washington Administrative Code
WISHA	Washington Industrial Safety and Health Act
WSDOT/	Washington State Department of Transportation and
APTA	American Public Works Association Standard Specifications

- C. Federal Government Agencies: 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 Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

EPA	Environmental Protection Agency	(202) 260-2090
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www.epa.gov

OSHA	Occupational Safety & Health Administration	(800) 321-6742
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L&I	Washington State Department of Labor & Industries	(202) 693-1999
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www.osha.gov

DOE	Washington State Department of Ecology
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DOR	Washington State Department of Revenue
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GA	Washington State Department of General Administration
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1.07 GOVERNING REGULATIONS AND AUTHORITIES

A. General

1. The procedure followed by the Engineer 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

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 & RFI Procedures."

Permits, Licenses, and Certificates: 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 33

SPECIAL INSPECTION, OBSERVATION, AND TESTING

PART 1 GENERAL

1.01 SUMMARY

- A. This section covers requirements for Special Inspection, Observation, and Testing required in accordance with Chapter 17 of the 2021 International Building Code and is in addition to and supplements requirements included in Special Inspection Schedule shown on Drawings.

1.02 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
 - 1. International Code Council (ICC):
 - 2. 2021 International Building Code (IBC).
 - 3. Evaluation Service (ICC-ES) Reports and Legacy Reports.

1.03 DEFINITIONS

- A. Agencies and Personnel:
 - 1. Approved Agency: An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved.
 - 2. Registered Design Professional in Responsible Charge: An individual who is registered or licensed to practice their respective design profession as defined by the statutory requirements of the professional registration laws of the state or jurisdiction in which the Project is to be constructed.
 - 3. Special Inspector: Qualified person employed by Owner who will demonstrate competence to the satisfaction of the building official for inspection of a particular type of construction or operation requiring Special Inspection.
- B. Special Inspection:
 - 1. Special Inspection: Inspection required of materials, installation, fabrication, erection, or placement of components to ensure compliance with approved Contract Documents and referenced standards.
 - 2. Special Inspection, Continuous: Full-time observation of work requiring Special Inspection by an approved Special Inspector who is present in the area where the Work is being performed.
 - 3. Special Inspection, Periodic: Part-time or intermittent observation of work requiring Special Inspection by an approved Special Inspector who is present in the area where the Work has been or is being performed, and at the completion of the Work.

1.04 SUBMITTALS

- A. Informational Submittals:

1. Contractor's Statement of Responsibility: Form shall be completed by Contractor. Refer to Article Supplements located at end of section.

1.05 SPECIAL INSPECTIONS (PLAN) REQUIREMENTS

- A. Special Inspection and associated testing of field construction will be performed by an approved accredited independent agency. Owner will secure and pay for the services of the agency to perform Special Inspection and associated testing.
- B. Owner's plan for code required Special Inspection with associated testing and Professional Observation, provided in this section, is for the sole benefit of Owner and does not:
 1. Relieve Contractor of responsibility for providing adequate quality control measures.
 2. Relieve Contractor of responsibility for damage to or loss of material before acceptance.
 3. Constitute or imply acceptance.
 4. Affect continuing rights of Owner after acceptance of completed Work.
- C. Contractor is responsible for additional costs associated with Special Inspection and Testing and Observation when Work is not ready at time identified by Contractor, and Special Inspectors and Professional Observer are on Site but not able to provide contracted services.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. Provide access to shop or Site for Special Inspection, Testing, and Professional Observation.
- B. Notify Owner in advance of required Special Inspection and Professional Observation no later than 72 hours prior to date of Special Inspection and Professional Observation.
- C. Materials and systems, inclusive, shall be inspected during placement where Continuous Special Inspection is required.
- D. Materials and systems shall be inspected during or at completion of their placement where Periodic Special Inspection is allowed.
 1. Periodic Special Inspection shall be performed so that Work inspected after, but not during, its placement can be corrected prior to other related Work proceeding and covering inspected Work.
 2. Periodic Special Inspection does allow sampling of a portion of the Work. All Work shall be inspected.

3.02 SUPPLEMENTS

- A. The supplement listed below, following “End of Section,” is a part of this Specification:
1. Contractor’s Statement of Responsibility.

END OF SECTION

CONTRACTOR'S STATEMENT OF RESPONSIBILITY

(Project) _____

(Name of Contracting Company) _____

(Business Address) _____

(_____) _____
(Telephone)

(_____) _____
(Fax)

I, (We) hereby certify that I am (we are) aware of the Special Inspection and Testing and Professional Observation requirements contained in Contract Documents for this Project as listed in the Statement of Special Inspections (Plan) on Drawings.

1. Control of this Work will be exercised to obtain conformance with the Contract Documents approved by the building official.
2. Procedures to be used for exercising control of the Work, the method and frequency of reporting, and distribution of reports required under the Statement of Special Inspections (Plan) for this Project are attached.
3. I, (We) will provide 48-hour notification to Owner and approved agency as required for Special Inspection for this Project.
4. The following person is hereby identified as exercising control over the requirements of this section for the Work designated above:

Name: _____

Qualifications: _____

(Print name and official title of person signing this form)

Signed by: _____

Date: _____

Project Name:

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. Division 1 – General Requirements.

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 for requirements for the mechanics and administration of the submittal process.

1.04 WARRANTY

- A. 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 the Contractor for 1 year after the date of installation.

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. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

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. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers. Product shall be compatible with emersion in the wastewater environment.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

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.

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. Require subcontractors for new construction, and fabrication of new work items, to provide all necessary holes, penetrations and cutting in the subcontracts.
 2. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. 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.
 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.

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.

1.02 STORAGE AND HANDLING

- A. Store cleaning products and cleaning wastes in containers specifically designed for those materials.

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:
 - 1. Compatible with surface being cleaned.
 - 2. New and uncontaminated.
 - 3. For Manufactured Surfaces: Material recommended by manufacturer.

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 degradable debris at an approved solid waste disposal site.
- E. Dispose of non-degradable debris at an approved solid waste disposal site or in an alternate manner approved by Engineer and regulatory agencies.
- F. Handle materials in a controlled manner with as few handlings as possible.

- G. Do not drop or throw materials from heights greater than 4 FT or less than 4 FT if conditions warrant greater care.
- H. 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.
- I. Do not burn on-site.

3.02 EXTERIOR (SITE) CLEANING

- 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. Remove trash and debris containers from site.
 - 2. Remove stains, petrol-chemical spills, and other foreign deposits.
 - 3. Leave area broom clean.

END OF SECTION

SECTION 01 74 10
CONSTRUCTION WASTE MANAGEMENT

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. 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 SUMMARY

- A. Section includes:
 - 1. Description of a Job-Site Construction Waste Management Plan.
 - 2. Job-Site Waste Reduction Requirements.
- B. Related Sections:
 - 1. 01 14 01 - Environmental and Sustainability Management System (ESMS).
 - 2. 01 33 00 – Submittal Procedures.
 - 3. 01 74 00 – Cleaning.
- C. Job Site Waste Reduction Requirements.
 - 1. To achieve these goals, the Contractor shall develop for review a Waste Management Plan and provide a monthly implementation success reports for this Project.
 - 2. All debris selected for disposal or recycling shall be done at the City of Tacoma, Recovery and Transfer Center. All disposal fees for disposal and recycled materials using the City of Tacoma facilities will be paid for by the Contractor. The Contractor is responsible for separating waste from recycled material before disposal at facility.

1.03 RESOURCES & 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:
- B. The following list of resources is available to the Contractor to assist in compliance with the requirements of the Waste Management Plan.
 - 1. City of Tacoma, Solid Waste Division (253) 407-6352
 - 2. Resource Venture: A guidebook on waste prevention in construction from the Business and Industry Resource Venture may be used.
 - 3. The “Recycling Plus Program Manual” published by the Washington State Clean Washington Center can be used to develop a job site reduction program.

1.04 DEFINITIONS

- A. Daily Cover: Soil, or approved material utilized to isolate MSW excavations from exposure to degradation due to weather, natural forces, surface water contamination, water saturation and other effects; and to minimize noxious effects including but not limited to rodent populations, odors, dangers to health and property, and public concerns.
- B. Waste: Any material that has reached the end of its intended use. Waste includes salvageable, returnable, recyclable and reusable construction materials that would otherwise be discarded or destroyed.
- C. Trash (or Garbage): That part of the waste that cannot be returned, reused, recycled, or salvaged.
- D. Construction, Demolition, and Landclearing Waste (CDL): All non-hazardous solid wastes resulting from construction, demolition, and landclearing activities. CDL waste includes, but is not limited to, building materials, demolition rubble, landscaping materials, soils, packaging materials, debris, and trash.
- E. Construction Waste: Solid wastes including, but not limited to, building materials, packaging materials, debris and trash resulting from construction operations.
- F. Proper Disposal: As defined by the jurisdiction receiving the waste.
- G. Landfill: Public or private business involved in the practice of trash disposal.
- H. Hazardous Waste: Any material or byproduct of construction that is regulated by Environmental Protection Agency and that may not be disposed in landfill or other waste end-source without adherence to applicable laws.
- I. Municipal Solid Waste (MSW): more commonly known as trash or garbage, consist of everyday items such as product packaging, grass clippings, furniture, clothing, bottles, newspapers, appliances, paint, and batteries.
- J. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product. Can be conducted on site (as in the grinding of concrete and reuse on site).
- K. Recycling Facility: An operation that can legally accept materials for the purpose of processing the materials into an altered form for the

manufacture of a new product. Recycling facilities have their own specifications for accepting materials. Depending on the type of facility, it may accept source-separated waste or co-mingled waste or both.

L. Recycling Services. Types of services include:

1. Source-Separated: Construction waste is sorted on the job-site in separate containers as it is generated. The recycling hauler takes the materials directly to a recycler or a transfer site.
2. Co-mingled: This service allows contractors to put select recyclables such as wood, cardboard, and metals in one (1) container. The recycling hauler takes the materials to a sorting facility where the materials are separated for recycling.

M. Reuse: Making use of a material without altering its form.

N. Salvage: Recovery of materials for on-site reuse or donation to a third party.

O. Source-separated Materials: Materials that are sorted at the site for the purpose of reuse or recycling.

P. Co-mingled Materials: Mixed recyclable CDL material that has not been source-separated. Some facilities will separate co-mingled materials off-site for recycling.

Q. Waste Management Plan: A Project-related plan for the collection, transportation, and disposal of the waste generated at the construction site.

1.05 SUBMITTALS

A. General: Submit the following in accordance with the Conditions of the Contract and 01 33 00 – Submittal Procedures.

B. Within fourteen (14) days after receipt of Notice to Proceed and prior to any waste removal by the Contractor from the Project, the Contractor shall develop and submit to the City for review a Construction Waste Management Plan. Include the following minimum information:

1. Types and estimated quantities of salvageable materials that are expected to be generated during demolition. Values may be reported based on dry weight or volume, but must be consistent throughout. Estimate of total weight by tons or pounds of each waste category to be diverted from landfill, or total volume, in cu.yds.
2. Types and estimated quantities (where reasonably available) of recyclable materials expected to be generated during construction insignificant amounts including but not limited to wood, concrete, metals, cardboard, and drywall. Calculations may be based on weight or volume, but must be consistent throughout.
3. Describe method of handling all recyclable materials. The method to be

used to recycle these materials shall include one (1) or more of the following options.

- a. Contracting with a demolition specialist to salvage all or most of materials generated during demolition, selective salvage as part of demolition contractor's work.
 - b. Requiring subcontractors to take materials back for recycling at the City of Tacoma Recovery and Transfer Center.
 - c. Processing and reuse of materials on-site or in new construction. Reused materials must meet the requirements of the intended use.
4. Types and estimated quantities (where reasonably available) of recyclable materials expected to be generated during construction in significant amounts including but not limited to wood, concrete, metals, cardboard, and drywall. Calculations may be based on weight or volume, but must be consistent throughout.
 5. Disposed Materials: List hazardous material waste and disposal separately.
 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

1.06 WASTE MANAGEMENT PLAN PERFORMANCE REQUIREMENTS

- A. At a minimum, the waste management plan shall be designed to divert the following waste categories from the landfill.
 1. Cardboard, including from supplies and packaging.
 2. Concrete and concrete masonry units (CMU's).
- B. Measurement: Weight of Material, dry, in pounds or tons, or volume, in cu. yds. Only one method must be used.
- C. Documentation: The Contractor shall provide at a minimum the following information in the Construction Waste Management Plan:
 1. Types and estimated quantities of salvageable materials that are expected to be generated during demolition. Values may be reported based on dry weight or volume, but must be consistent throughout. Estimate of total weight by tons or pounds of each waste category to be diverted from landfill, or total volume, in cu.yds.
 2. Types and estimated quantities (where reasonably available) of recyclable materials expected to be generated during construction in significant amounts including but not limited to wood, concrete, metals, cardboard, and drywall. Calculations may be based on weight or volume, but must be consistent throughout.
 3. Describe method of handling all recyclable materials. The method to be used to recycle these materials shall include one (1) or more of the following options.

- a. Contracting with a demolition specialist to salvage all or most of materials generated during demolition, selective salvage as part of demolition contractor's work.
 - b. Requiring subcontractors to take materials back for recycling at City of Tacoma Recovery and Transfer Center.
 - c. Processing and reuse of materials on-site or in new construction. Reused materials must meet the requirements of the intended use.
 - 4. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility. List hazardous material waste and disposal separately. All non-hazardous material shall be disposed of at the City of Tacoma, Recovery and Transfer Center.
- D. Transportation: Include the names for each subcontractor that will transport solid or hazardous waste from the site and the name of the receiving facility that will accept waste for disposal.

1.07 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

1.08 FEES & REVENUES

- A. All fees associated with disposal and recycling at the City of Tacoma Recovery and Transfer Center shall be paid for by the Contractor.
- B. Revenue or Savings obtained from salvaged materials shall accrue to Contractor unless otherwise noted in the contract documents.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 IMPLEMENTATION

- A. Implement waste management plan as approved by City. Unless otherwise noted, provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract. Comply with the following procedures:
 - 1. Define specific areas to facilitate separation of materials for recycling, salvage, reuse or return.
 - 2. Separate construction waste by type at Project site to the maximum extent practical.
 - 3. Recycle and waste bin areas are to be maintained in an orderly

manner and clearly marked to avoid contamination of materials. Inspect containers and bins weekly for contamination and remove contaminated materials if found.

4. Drop-off boxes shall be protected during non-working hours from off-site contamination
 5. Separate recycling waste in accordance with requirements of the City of Tacoma Recovery and Transfer Center
 6. Store components off the ground and protect from weather.
- B. Hazardous Wastes: Store in secure areas and comply with the following:
1. Hazardous wastes shall be separated, stored and disposed of in accordance with local and EPA regulations and additional criteria listed below:
 - a. Building products manufactured with PVC or containing chlorinated compounds shall not be incinerated.
 - b. Disposal of fluorescent tubes to open containers is not permitted.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- D. Refuse Excavation: Refuse encountered during excavation shall be disposed of at the City of Tacoma Recovery and Transfer Center.
- E. The Contractor shall provide all equipment, personnel, and materials necessary to load, transport and dispose of waste materials, including contaminated debris, for off-site treatment or disposal in accordance with Federal, Washington State and local regulations.
1. Contractor shall provide documentation of legal disposition including trip tickets and Certificates of Disposal of all waste treated or disposed of off-site by the Contractor.

3.02 COMMUNICATION

- A. Distribute copies of the Construction Waste Management Plan to each entity performing work at the site.
- B. Use safety meetings, signage, and subcontractor agreements to communicate the goals of the waste reduction plan, including instruction about appropriate separation, handling separation, handling, and recycling, salvage, reuse and return methods to be used by all parties at the appropriate stages of the Project.

3.03 MATERIALS CONSERVATION

- A. Protect products from damage during storage, installation, and in-place. Materials that become wet or damp due to improper storage shall be

replaced at contractor's expense.

- B. Use construction methods that reduce construction waste. To the greatest extent possible, do the following:
 - 1. Order materials precut to required size.
 - 2. Order exact quantity required.
 - 3. Use temporary materials and facilities that will be reused at other projects.

3.04 MATERIAL HANDLING BY OWNER

- A. Owner shall provide drop-off boxes for collection and disposal services, EXCEPT; the Owner will not provide collection and disposal services for the following materials:
 - 1. Concrete.
 - 2. Asphalt.
 - 3. Structural steel.
 - 4. Hazardous waste or liquid waste as defined in WAC 173-03 and Chapter 12.09, of the Tacoma Municipal Code, or hereafter amended, such as paint, solvents, pesticides, aerosols, fluorescent tubes, batteries, liquids.
- B. Materials that are not collected or hauled by the Owner shall be separated and disposed of by Contractor in accordance with this Section.
- C. Repair or replace any drop-off boxes that are damaged.
- D. Owner will haul Owner supplied drop-off boxes to designated disposal sites.
 - 1. Twenty-four (24) hour notice shall be required for hauling and removing drop-off boxes.
- E. The contents of drop-off boxes shall not exceed ten (10) tons.
 - 1. The Contractor will be assessed fees by the Recycling Vendor for overweight boxes.

END OF SECTION

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplemental Conditions, and Divisions 0 and 1 Specification Sections, apply to work of this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Operation and maintenance manuals.
 - 4. Warranties.
 - 5. Punch list procedures.
 - 6. Substantial completion
 - 7. Final cleaning.
 - 8. Final Completion.
- B. Related Sections include the following:
 - 1. Division 1 Section 01 74 00 "Cleaning" for progress cleaning of Project site.

1.03 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. 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.
 - 2. Advise City of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. 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.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion photo documentation, and similar final record information.
6. Advise City's personnel of changeover in security provisions.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Submit changeover information related to City's occupancy, use, operation, and maintenance.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
11. Warranty must be submitted to Owner.

1.04 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final 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

1. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
2. 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.
3. Submit consent of surety to final payment on AIA Form G707.
4. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
5. 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.
6. Submit approved Record Documents.
7. 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.
8. Submit approved O & M manuals.
9. Submit evidence of completion of City's training for all designated systems.
10. 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.
- 11. Refer to General and Supplemental Conditions for additional requirements.

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

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. 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.
- 2. Provide access to Project Record Documents for City's reference during normal working hours at the Contractor's field office.
- 3. 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.
- 4. 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.
- 5. 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.
 - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 4. Identify deviations from the Contract Drawings.
 - 5. Note Change Order numbers, alternate numbers, and similar identification where applicable.
 - 6. Protect Record Drawings being created in the field from damage and deterioration.
 - 7. 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 one 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 one 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 OPERATION AND MAINTENANCE MANUALS

- A. City's use of manufacturer's Operation and Maintenance materials:
 - 1. Materials are provided for City's use, reproduction and distribution as training and reference materials within City's organization.
 - a. Applicable to hard copy or electronic media.
 - b. Applicable to materials containing copyright notice as well as those with no copyright notice.
- B. Submittal format:
 - 1. Interim and final submittals: Submit electronic copies,
 - 2. Final submittals:
 - a. Within five (5) days of receipt of acceptance, submit one (1) paper copy and electronic copy in Portable Document Format (PDF).
 - b. Electronic copies will be reviewed for conformance with the approved paper copy and the electronic copy (PDF) requirements of this Specification.
 - c. If file is too large for uploading to e-Builder, provide final CDs within five (5) days of receipt of comments.
- C. Paper copy submittals:
 - 1. Submit Operation and Maintenance Manuals printed on 8-1/2 x 11 IN size heavy first quality paper with standard three-hole punching and bound in appropriately sized three-ring (or post) vinyl view binders with clear overlays front, spine and back.
 - a. Provide binders with titles inserted under clear overlay on front and on spine of each binder.
 - b. Provide a Cover Page for each manual with the following information:
 - 1) Manufacturer(s).
 - 2) Date.
 - 3) Project City and Project Name.
 - 4) Specification Section.
 - 5) Project Equipment Tag Numbers.
 - 6) P&IDs
 - 7) Model Numbers.
 - 8) City.
 - 9) Contractor.
 - c. Provide a Table of Contents or Index for each manual.
 - d. Use plastic-coated dividers to tab each section of each manual per the manual's Table of Contents/Index for easy reference.
 - e. Provide plastic sheet lifters prior to first page and following last page.
 - 2. Reduce Drawings or diagrams bound in manuals to an 8-1/2 x 11 IN or 11 x 17 IN size.
 - a. Where reduction is not practical to ensure readability, fold larger

Drawings separately and place in vinyl envelopes which are bound into the binder.

- b. Identify vinyl envelopes with Drawing numbers.
- c. Mark each sheet to clearly identify specific products and component parts and data applicable to the installation for the Project.
 - 1) Delete or cross out information that does not specifically apply to the Project.

1.07 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. Written warranties must be submitted within fourteen (14) days prior to substantial completion.
- B. Partial Occupancy: Submit properly executed warranties within fifteen (15) 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 PDF form and electronically. Provide one (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.

1.08 ADDITIONAL MATERIALS

- A. Place additional materials required by Contract Documents in locations identified by City.
- B. Inform the City in advance of delivery of additional materials.
- C. Provide a receipt to be signed by the City to acknowledge delivery of additional materials items provided to the Project.
 - 1. Indicate quantities, and locations of the items.
 - 2. Take a photograph of the materials when placed in the identified storage location and provide to City.
 - 3. Identify additional materials with the correct submittal number, or designate a number if one is not otherwise identified.
- D. Store items protected from deterioration, mildew, mold, moisture, sunlight,

and other influences that can cause deterioration.

- E. In the event suitable space is not immediately available, retain the items and notify the City for direction on availability of space.

**1.09 ASBESTOS & LEAD CONTAINING MATERIALS CERTIFICATION BY
GENERAL CONTRACTOR:**

- A. The Contractor shall not furnish any materials containing asbestos or lead beyond legal limitations. The Contractor shall furnish a signed certificate entitled, "General Contractor's Certificate Regarding Asbestos & Lead." Certificate to be as per the following form:

GENERAL CONTRACTOR'S CERTIFICATE REGARDING ASBESTOS AND LEAD

The undersigned Contractor states upon knowledge and belief that the following is true and correct:

- A. The undersigned, a principal of the General Contractor firm, which completed work at the building located at:

The building is known As -----

The name of General Contracting firm is -----

- B. The contract documents call for the construction of new buildings or additions to said buildings using all new materials, except where recycled or salvaged products and material are specified.
- C. To the best of my knowledge and belief, no materials containing Asbestos or lead beyond legal limitations were incorporated in the above construction project. Asbestos is defined in WAC 29-62-0773 (filed 4-27-87) as including: Chrysotile, Amosite, Crocidolite, Tremolite Asbestos, Anthophyllite Asbestos, Actinolite Asbestos, and any of these minerals that have been chemically treated and/or altered.

This statement is made for the sole use of the -----
-----and for submission by -----to the Environmental Protection Agency for determination of whether or not further testing or investigation for the presence of asbestos is necessary to the construction included in the above project. By its request for submission of this statement, the has assured and represented to the undersigned, that the General Contractor, by making this certificate, undertakes no legal responsibility or liability to any person or entity and the City accepts as its sole responsibility any use to which this certificate may be put.

Signed this-----day of-----
-----, 20-----.

PART 2 PRODUCTS

2.01 MATERIALS

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

PART 3 EXECUTION

3.01 REPAIR/RESTORATION

- A. 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

P A R T V I I

STATE PREVAILING WAGE RATES AND GENERAL REQUIREMENTS

PREVAILING WAGE RATES

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

The project site is located in Pierce County.

The effective date for prevailing wages on this project will be the **submittal deadline** with these exceptions:

- a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
- b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
- c. Janitorial contracts follow WAC 296-127-023.

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

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<https://secure.lni.wa.gov/wagelookup/>

REQUIRED FILINGS

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

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

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