



**CONTRACT PROVISIONS  
WITH SAMPLE CONTRACT FORMS**  
for

## **BOATHAVEN MARINA SHORE POWER ADDITIONS**

Contract No. 41-3-02-CO

Chris Rasmussen, Project Manager  
Port of Port Angeles  
Engineering Department

338 West First Street  
P.O. Box 1350  
Port Angeles, WA 98362  
(360) 457-8527  
FAX (360) 452-3959



**CONTRACT PROVISIONS  
WITH SAMPLE CONTRACT FORMS**  
for

**BOATHAVEN MARINA SHORE POWER  
ADDITIONS**


Contract No. 41-3-02-CO

**Approved for Bidding:**

**Reviewed By:**

 8/14/17  
Chris Hartman, P.E. Date

Director of Engineering

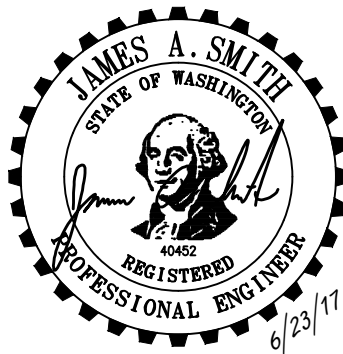
 8/14/17  
Chris Rasmussen Date  
Project Manager

Technical Specifications developed  
by BCE Engineers, Inc. under  
Consultant Agreement with Port of  
Port Angeles

**PORT OF PORT ANGELES**  
**Boathaven Shore Power**

---

The undersigned Engineer of Record hereby certifies that the Technical Specifications for the Electrical portions of this Project for the Bid Set Submittal for the Port of Port Angeles Boathaven Shore Power, were written by me, or under my direct supervision, and that I am duly registered under the laws of the State of Washington and hereby affix my Professional Seal and signature. Those sections prepared under my supervision and being certified by my seal and signature below are all electrical specifications in Division 26.



---

James A. Smith, PE

## **TABLE OF CONTENTS**

### **DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS**

00 11 13	Advertisement for Bids
00 01 07	Seal Page
00 21 13	Instructions to Bidders
00 31 26	Existing Hazardous Material Information
00 41 13	Bid Form
00 43 13	Bid Guarantee
00 43 14	Certificate of Compliance with Wage Payment Statutes
00 52 13	Sample Agreement Form
00 61 13.13	Performance Bond Form
00 61 13.16	Payment Bond Form
00 72 00	General Conditions
00 73 00	Supplementary Conditions
00 73 19	Health and Safety Provisions

### **DIVISION 1 - GENERAL REQUIREMENTS**

01 11 00	Summary of Work
01 20 00	Measurement and Payment
01 31 19	Project Meetings
01 33 00	Submittals
01 35 43	Environmental Controls
01 50 00	Temporary Facilities and Controls
01 50 50	Mobilization and Demobilization
01 57 13	Temporary Erosion and Sediment Control
01 57 19	Spill Prevention, Control and Countermeasures Plan
01 70 00	Project Closeout

### **DIVISION 26 – ELECTRICAL**

26 00 00	Electrical General Conditions
26 00 05	Electrical-Existing Systems
26 05 19	Wiring and Cables
26 05 26	Grounding and Bonding
26 05 32	Outlet and Pull Boxes
26 05 33	Raceways
26 24 16	Panelboards

## **DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 11 13 - Advertisement for Bids**

---

The PORT OF PORT OF ANGELES is currently accepting sealed bids for construction of the following:

**Contract No.: 41-3-02-CO  
Boathaven Marina Shore Power Additions**

The work required for this project includes: Furnish and install materials, labor, equipment and supervision for new, 3 PH shore power pedestals, panel board and feeder, conduit and cabling located at the E-F float in the East Boathaven.

Estimated cost range is \$ 170,000.00

Bids will be received at the Port Administration Office, 338 West First Street, Port Angeles, Washington until **September 7, 2017 at 2:00pm** at which time they will be publicly opened and read aloud. **Onsite work for this Project is expected to begin October 2017.**

A pre-bid conference and site visit have been set for **August 24, 2017 at 11:00 a.m.** Potential bidders are strongly encouraged to attend. The site visit will convene at the Port's Administration office. Chris Rasmussen is the Project Manager for this project, telephone number (360) 417-3446.

Each bid must be accompanied by a Certified Check or Bid Bond in an amount equal to five (5) percent of the Bid.

Disadvantaged, Minority, and Women's Business Enterprises are encouraged to respond. The Port of Port Angeles does not discriminate on the grounds of race, color, religion, national origin, sex, age or handicap in consideration for a project award.

The Port of Port Angeles reserves the right to reject any and all bids, waive technicalities or irregularities and to accept any bid if such action is believed to be for the best interest of the Port.

**Plans, specifications, addenda, reference documents, and plan holders list for this project are available on-line through Builders Exchange of Washington, Inc. at <http://www.bxwa.com>. Click on: "Posted Projects"; "Public Works", "Port of Port Angeles", and "Projects Bidding". Bidders are encouraged to "Register as a Bidder", in order to receive automatic email notification of future addenda and to be placed on the "Bidders List". This service is provided **free of charge** to Prime Bidders, Subcontractors, & Vendors bidding this project. This online plan center provides bidders with fully usable online documents, including time saving on-line digitizer/take-off tools; automatic addenda notification; viewing and or printing plans, details, & specifications at your own desk top printer, plotter, or from multiple reprographic houses utilizing on-line print order form. Contact Builders Exchange of Washington at **425-258-1303** should you require further assistance.)**

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

---

PART 1.	BIDDING REQUIREMENTS .....	2
1.01	RECIPROCITY PREFERENCE FOR RESIDENT CONTRACTORS.....	2
1.02	EXAMINATION OF CONTRACT DOCUMENTS AND REGULATIONS ....	2
1.03	INSPECTION OF WORK SITE.....	3
1.04	CLARIFICATION OF CONTRACT DOCUMENTS.....	3
1.05	PRE-BID CONFERENCE .....	4
1.06	SUBSTITUTION REQUESTS.....	4
PART 2.	preparation and submittal of bids .....	5
2.01	FORM OF BID .....	5
2.02	BID PRICE.....	5
2.03	TAXES .....	5
2.04	BIDDER’S NAME AND SIGNATURE .....	6
2.05	PROPOSED SUBCONTRACTORS.....	6
2.06	BID GUARANTEE .....	7
2.07	ALTERNATIVE BIDS.....	7
2.08	BID SUBMITTAL.....	8
2.09	WITHDRAWAL OR MODIFICATION OF BID .....	8
2.10	BID OPENING .....	8
2.11	BID VALIDITY .....	8
PART 3.	bid evaluation .....	9
3.01	EVALUATION STANDARD .....	9
3.02	VERIFICATION OF BID PRICES .....	9
3.03	CLAIM OF ERROR.....	10
3.04	RESPONSIVE BIDS .....	10
3.05	BIDDER QUALIFICATIONS .....	10
3.06	SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA.....	11
3.07	COLLUSION .....	13
3.08	RETURN OF BID GUARANTY .....	13
3.09	SINGLE BID RECEIVED .....	13
3.10	RIGHTS OF THE PORT .....	13
PART 4.	award of contract.....	14
4.01	NOTICE OF AWARD .....	14
4.02	PERFORMANCE AND PAYMENT BONDS .....	14
4.03	EXTENSION OF TIME.....	14
4.04	FAILURE TO EXECUTE CONTRACT .....	15
4.05	CANCELLATION OF AWARD .....	15

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

---

#### **PART 1. BIDDING REQUIREMENTS**

##### **1.01 RECIPROCITY PREFERENCE FOR RESIDENT CONTRACTORS**

- A. In accordance with RCW 39.04.380, the State of Washington is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractors.

A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

1. is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts.
2. at the time of bidding on a public works project, does not have a physical office located in Washington.

The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed.

All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

This section does not apply to Small Works Roster contracts, Limited Public Works contracts, or any other procurement exempt from competitive bidding in accordance with RCS 39.04.280.

##### **1.02 EXAMINATION OF CONTRACT DOCUMENTS AND REGULATIONS**

- A. The bidder shall examine the Contract Documents and any other data made available to the bidder relating to the Work, and shall comply with all instructions and provisions. The bidder shall promptly notify the Port of ambiguities, inconsistencies, or errors, if any, which it may discover upon examination of the Contract Documents and any other data made available to the bidder relating to the Work. The submission of a Bid shall constitute an acknowledgement upon which the Port may rely that the bidder has thoroughly examined and is familiar with the Contract Documents and has reviewed all applicable federal, state and local statutes, regulations, ordinances and environmental documents relating to the work and all permits which have been applied for and/or issued pertaining to the Work. The failure or neglect of a bidder to examine any of the Contract Documents, statutes, regulations, ordinances, environmental documents or permits shall not relieve the bidder from any obligations with respect to the Contract Documents or the Work.

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

---

- B. The bidder shall verify that all documents provided by the Port, and upon which the bidder is basing its bid, are full and complete with no missing pages, sheets or unintentional blank spaces. Submittal of a bid indicates the bidder has verified it has obtained all Port-supplied Contract Documents. No claim for additional work due to missing bid information will be considered.
- C. If the bidder elects to review or download Contract Documents electronically from websites it is the bidder's responsibility to ensure that all documents are complete and that all addenda have been reviewed prior to submission of Bid.

#### **1.03 INSPECTION OF WORK SITE**

- A. Bidder shall inspect and compare the work site and Contract Documents to evaluate the location of the Work, the actual physical conditions of the site, and surface and subsurface conditions ordinarily encountered and generally recognized as inherent in the Work. Bidder shall obtain written permission from the Port prior to entering the work site or conducting physical testing of the work site, except for attendance during a scheduled prebid examination.
- B. If the bidder finds facts or conditions which appear to conflict with the Contract Documents or with any other data made available to the bidder relating to the Work, the bidder shall promptly notify the Port in writing.

#### **1.04 CLARIFICATION OF CONTRACT DOCUMENTS**

- A. Requests for interpretation or reports of ambiguities shall be made in writing and delivered to the Port at least seven (7) calendar days before the Bid submittal deadline. Clarifications, interpretations, or supplemental instructions which change the scope of work and or schedule described in the contract documents, will be issued only in the form of written addenda. All addenda shall become part of the Contract Documents and any subsequently awarded Contract.
- B. Copies of addenda will be mailed, delivered, faxed, or electronically transmitted to all planholders of record at the respective address furnished for such purposes.
- C. Each bidder shall acknowledge the receipt of all addenda issued on its Bid. If such acknowledgement is not made, the Port reserves the right to show constructive notice through delivery records or the bidder's use of information contained in the addenda.
- D. Bidders shall not rely upon any oral statements or conversations, whether at the pre-bid conference or otherwise, that they may have with Port employees, agents or representatives regarding the Contract Documents. No oral clarification or interpretations will be made to any bidder as to the meaning of the Contract Documents.



## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

---

#### **1.05 PRE-BID CONFERENCE**

- A. Prospective bidders and primary subcontractors are strongly encouraged to attend a pre-bid conference and site visit as stipulated in the advertisement for bid. Attendees should review the information and safety precautions set forth in the Contract Documents to determine for themselves appropriate protective clothing or equipment. Attendees further agree to indemnify and hold the Port harmless from any and all claims of personal injury arising from their participation in the site visit.

#### **1.06 SUBSTITUTION REQUESTS**

- A. Products, equipment, materials or methods described in the Contract Documents are to establish a standard of quality, function, appearance and dimension. A proposed substitution shall have equal attributes in all respects.
- B. During the bidding period written requests by prime bidders for substitutions may be considered if received by the Port at least fourteen (14) days prior to the bid submittal deadline. The Port may, in its sole discretion, defer the consideration of a proposed substitution until after Contract award.
- C. Each substitution request shall, in accordance with the applicable provisions of Section 01 33 00, describe the proposed substitution in its entirety including the name of the material or equipment, drawings, catalog cuts, performance or test data and all other information required for an evaluation. The submittal shall also include a statement noting all changes required in adjoining, dependent or other interrelated work necessitated by the incorporation of the proposed substitution. The bidder shall bear the burden of proof to show that the proposed substitution meets or exceeds the required function and is equal or superior to the specification.
- D. The Port may require that samples be submitted or demonstration made prior to approval. The Port's decision of approval or disapproval of a proposed substitution shall be final.
- E. Approval of substitutions will be made by addenda.

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

---

#### **PART 2. PREPARATION AND SUBMITTAL OF BIDS**

##### **2.01 FORM OF BID**

- A. Bids shall be submitted on the forms provided by the Port in Section 00 41 13.
- B. All blanks on the bid forms shall be filled in by ink or typed.
- C. Alterations, erasures, or interlineations within the blanks, if any, shall be in ink and initialed by the signer of the Bid.
- D. The bidder shall make no deletions, additional conditions or stipulations on the bid form or qualify its Bid in any manner.

##### **2.02 BID PRICE**

- A. All prices on the bid form shall be in U.S. dollars.
- B. For lump sum bids the total Contract Sum shall be submitted.
- C. For unit price bids a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the total Contract Sum.
- D. The price on the bid form for that element of Work shall include everything necessary for the prosecution and completion of the Work in accordance with the Contract Documents including, but not limited to, furnishing all required materials, equipment, tools, transportation of Port furnished materials, plant and other facilities and all management, superintendence, labor and services, and field design, except as may be otherwise provided in the Contract Documents.
- E. Estimated quantities, if any, set forth on the bid form are estimates only, being given only as a basis for the comparison of Bids, and the Port does not warrant, expressly or by implication, that the actual amount of work will correspond to the estimated quantities. The Port reserves the right to increase or decrease the amount of any class or portion of the Work and to make changes in the Work as the Port may deem necessary or appropriate. The basis of payment for unit price bid items for which estimated quantities were set forth on the bid form shall be the actual number of unit items provided or performed under this Contract. In the event of a 20% quantity increase or decrease, the unit price may be adjusted as provided in the General Conditions.

##### **2.03 TAXES**

- A. The Work to be performed under this Contract constitutes a "retail sale" as such term is defined in RCW 82.04.050. The prices on the bid form shall not include state or local retail sales taxes. The Port will pay state and local retail sales tax on each progress payment and final payment to the Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government. The

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

---

Contractor will pay retail sales tax on all consumables used during the performance of the work and on all items which are not incorporated into the final work, which tax shall be included in the prices on the bid form.

- B. No increase will be made in the amount to be paid by the Port under this Contract because of any misunderstanding by or lack of knowledge of the Contractor as to liability for, or the amount of, any taxes for which the Contractor is liable or responsible by law or under this Contract.
- C. Sales tax shall be shown as a separate item on the bid form. In any case where it is not included as a separate item, the Port will add the sales tax to the total of the bid prices shown.

#### **2.04 BIDDER'S NAME AND SIGNATURE**

- A. The bid form shall include the legal name and contractor registration number of the bidder and shall indicate whether bidder is a sole proprietor, a partnership, a corporation, joint venture, or other legal entity. The bid form shall be signed by a person legally authorized to bind the bidder to a contract and shall indicate the bidder's address. A bid form signed by an agent shall have a current power of attorney attached certifying agent's authority to bind the bidder. Upon request of the Port the bidder shall provide corporate or partnership documentation evidencing the bidder's legal status and showing the authority of the person signing the bid form to execute contracts on behalf of the bidder.
- B. The bid form shall not become a part of the Contract Documents except by inclusion into the Agreement.

#### **2.05 PROPOSED SUBCONTRACTORS**

- A. The Port of Port Angeles encourages and supports the use of M/WBE subcontractors and suppliers on all Work.
- B. In accordance with RCW 39.30.060, when the Work is estimated to cost \$1,000,000 or more, the bidder shall list on the bid form the name of each subcontractor to whom the bidder proposes to directly subcontract heating, ventilation and air conditioning, plumbing as described in chapter 18.106 R.C.W, and electrical as described in chapter 19.28 R.C.W., or name itself for the work. The bidder shall not list more than one subcontractor for each category of work identified unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. Failure of the bidder to list on the bid form the names of such subcontractors or to name itself to perform such work, or the naming of two or more subcontractors to perform the same work shall render the bidder's Bid nonresponsive and, therefore, void. The requirement of this section to name the bidder's proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors applies only to proposed heating, ventilation and air

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

---

conditioning, plumbing, and electrical subcontractors who will contract directly with the general contractor submitting the Bid to the public entity. For purposes of this paragraph, a subcontractor is defined as one who contracts directly with the Contractor to furnish materials and labor, or labor only for the performance of the Work.

- C. After bid opening the Port may require the apparent low bidder to identify any proposed subcontractors and major suppliers together with a statement of experience with references for each. Such information shall be submitted within 24 hours of request.

#### **2.06 BID GUARANTEE**

- A. The bid shall be accompanied by a Bid Guarantee in an amount at least 5% of the total Contract Sum.
- B. The Bid Guarantee shall be in one of the following forms and made payable to the Port of Port Angeles: a bid bond, either the form provided, or a form acceptable to the Port which contains provisions substantially similar to those provided, duly completed by a guarantee company authorized to do business in the state of Washington; a U.S. postal money order; or a certified check or cashier's check drawn upon a banking institution. The surety signing the bid bond must appear on the U.S. Treasury Department's most current list (Circular 570 as amended), and the surety's name must appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

#### **2.07 ALTERNATIVE BIDS**

- A. Before the bid submittal deadline any bidder may submit an Alternative Bid based on plans and specifications provided by the bidder which it considers to be in the interest of the Port. For purposes of this subparagraph, Alternative Bid means a statement and price submitted by a bidder which accompanies a conforming Bid and proposes a different design, procedure, method, product or material than that specified, to be provided by the bidder who assumes all responsibility therefore, and is intended to accomplish the same end result as that required by the Contract Documents. An Alternative Bid shall be accompanied by sufficient information to indicate the differences in approach to that specified. The information submitted with the Alternative Bid shall describe the various attributes in detail to allow the Port to evaluate the alternative in all respects. The Port may consider such Alternative Bids during the Bid evaluation process and shall be the sole judge as to whether or not such Alternative Bids are in its best interest of the Port.

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

---

- B. Any bidder may submit, as a separate proposal, a bid clearly designated as "Bid Based on Actual Damages." The liquidated damages provisions shall not apply to such "Bid Based on Actual Damages," but all other provisions of the Contract Documents shall apply thereto, and, if such Bid is accepted, the bidder shall be liable for all actual damages resulting from bidder's failure to complete the Work in accordance with the Contract Documents, and the Port of Port Angeles shall have the right to recover such actual damages from the bidder or bidder's surety.

#### **2.08 BID SUBMITTAL**

- A. The Bid, the Bid Guaranty, and all other documents required to be submitted with the Bid shall be enclosed in a sealed envelope marked "bid submittal by" followed by the name and address of the bidder, the Port-designated project name, and the date and time for the opening of Bids.
- B. If the Bid is mailed, it shall be addressed to the Port of Port Angeles, P.O. Box 1350, Port Angeles, WA 98362. The Bid shall be enclosed within another envelope with the notation "BID ENCLOSED" on the face.
- C. If the Bid is delivered, it shall be delivered to the Port Administration Building reception counter, Port of Port Angeles, 338 West First Street, Port Angeles, WA 98362.
- D. No Bid shall be considered which has not been received at the Port's main office reception desk before the Bid submittal deadline specified in the Advertisement for Bids. Bidder shall assume full responsibility for timely delivery of its Bid at the specified location.
- E. Oral, telephonic, telefaxed, electronic, or telegraphic Bids are invalid and will not receive consideration.

#### **2.09 WITHDRAWAL OR MODIFICATION OF BID**

- A. A bidder may withdraw or modify its Bid before the Bid submittal deadline by submitting written notice to the Port signed by the bidder. After Bid opening no bidder may withdraw or modify its Bid unless Contract award is delayed beyond the time specified.

#### **2.10 BID OPENING**

- A. Unless stated otherwise in the Advertisement for Bids, all Bids which have been properly identified and received will be publicly opened and the prices read aloud. No evaluation of the Bids will be made at that time except for the announcement of the apparent low bidder.

#### **2.11 BID VALIDITY**

- A. All Bids submitted shall be valid and binding on the bidder for a period of sixty (60) days following the Bid submittal deadline and for any extension of time granted by the bidder.

## DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

### Section 00 21 13 – Instructions to Bidders

---

#### PART 3. BID EVALUATION

##### 3.01 EVALUATION STANDARD

- A. Bids will be evaluated by the Port to determine which Bid is the lowest, responsive Bid by a responsible bidder. The Port, at its sole discretion, will base the evaluation on the Base Bid or on the Base Bid plus selected Additive Bid(s).

##### 3.02 VERIFICATION OF BID PRICES

- A. Prices set forth in the Bid will be reviewed by the Port for mathematical accuracy. The Port reserves the right to correct mathematical errors or complete mathematical calculations that are obvious on the face of the Bid. In the event of a discrepancy between a unit price and the extended amount for a bid item, the unit price will control. The prices, corrected for mathematical errors, shall be used as the amount of the bid items for evaluation and award purposes.
- B. Reciprocal Preference for Resident Contractors. For a public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the in-state contractor percent advantage provided by the contractor's home state.

For the purpose of determining the successful bidder, the Port will multiply the nonresident contractor bid amount by the CPD. The "bid amount" shall be the total of the base bid and all accepted alternate or additive bid items. The CPD shall be added to the nonresident contractor bid amount which equates to the Nonresident Disadvantage Total (NDT). The NDT shall be compared to the Washington contractor bid amounts. The bidder with the lowest total shall be the successful bidder. See example below:

EXAMPLE: Alaska Nonresident Contractor Bid Amount	\$100,000
<u>Multiplied by the Alaska CPD</u>	<u>X 0.05</u>
Alaska CPD Total	\$ 5,000

Alaska Nonresident Contractor Bid Amount	\$100,000
<u>Alaska CPD Total</u>	<u>\$ 5,000</u>
Nonresident Disadvantage Total	\$105,000*

- \* Note - If the NDT is lower than all other Washington contractor bid amounts, the Alaska nonresident contractor is the successful bidder and will be awarded a contract for the bid amount of \$100,000.  
If the NDT is higher than a Washington contractor bid amount, the successful Washington bidder will be awarded a contract for the bid amount.

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

---

#### **3.03 CLAIM OF ERROR**

- A. A bidder claiming error in its Bid must submit supporting evidence including cost breakdown sheets within 24 hours of Bid opening and provide any other supporting documentation requested by the Port. In the event the bidder demonstrates an error in the Bid to the Port's satisfaction, the Port may allow the bidder to withdraw its Bid.

#### **3.04 RESPONSIVE BIDS**

- A. The Port, in its sole discretion, reserves the right to determine Bid irregularities which render a Bid non-responsive, and to waive informalities and immaterial irregularities in the Bid. A Bid shall be considered irregular and may be rejected by the Port as non-responsive for reasons including, but not limited to:
  - 1. If the bid form furnished or authorized is not used or is altered;
  - 2. If the bid form or any required supplemental documents are incomplete, contain any additions, deletions, conditions, or otherwise fail to conform to the Port's requirements;
  - 3. If the bidder adds any provisions reserving the right to reject or accept the award, or enter into the contract;
  - 4. If the Bid or Bid Guaranty is not properly executed, or shows an incorrect amount;
  - 5. If the Bid fails to include a price for every bid item;
  - 6. If the Port reasonably deems the Bid Guaranty inadequate; or
  - 7. If the Port deems any of the bid prices to be excessively unbalanced either above or below the amount of a reasonable bid price for the item of Work to be performed, to the potential detriment of the Port.

#### **3.05 BIDDER QUALIFICATIONS**

- A. It is the intent of the Port to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Port to submit documentation demonstrating compliance with the criteria. The bidder must:
  - 1. At the time of bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW.
  - 2. Have a current Washington Unified Business Identifier (UBI) Number.
  - 3. If applicable:

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

---

- a. Have industrial insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required by Title 51 RCW;
  - b. Have a Washington Employment Security Number as required Title 50 RCW.
  - c. Have a Washington Department of Revenue state excise tax registration number, as required by Title 82 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. For public works projects subject to the apprenticeship utilization requirements of 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 first date of advertising for the project.
- B. The Port reserves the right to investigate the qualifications of any bidder, including but not limited to, contacting any reference or any financial institution to verify that the bidder is qualified to successfully complete the Work.
- C. In order to verify that the bidder has adequately incorporated all elements of the Work and the requirements of the Contract Documents in its bid prices, the bidder will make available upon request, for the Port's review a complete itemization of its Bid, and clearly define all phases of its work.
- D. Prior to award, if requested by the Port, the bidder and selected proposed subcontractors or suppliers shall attend a bid evaluation conference and shall bring to the conference any documents requested by the Port to evaluate the Bid and the bidder's qualifications.

#### **3.06 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA**

- A. In addition to the bidder responsibility criteria above, the Port may adopt relevant supplemental criteria for determining bidder responsibility applicable to a particular project which the bidder must meet (RCW 39.04.350 (2)). Adopted criteria shall be stated in Specification Section 00 73 00 - Supplementary Conditions.
- B. As evidence that the bidder meets the bidder responsibility criteria stated in Section 00 73 00, the apparent low bidder must submit the requested documentation to the Port within 48 hours of the bid submittal deadline. In the interests of meeting the project's schedule, the Port may request that the next lowest bidder(s) also submit the documentation.



## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

---

- C. In the event bidder fails to supply the supplemental information requested concerning responsibility within the time and manner specified, the Port may base its determination of responsibility on any available information related to the supplemental criteria, or may find the bidder not responsible. The Port reserves the right to request such documentation from other bidders also.
- D. The Port may conduct reference checks for the bidder whose bid is under consideration for award. In the event that information obtained from the reference checks:
  - 1. Reveals that the bidder does not meet the Supplemental Bidder Responsibility Criteria; or
  - 2. Indicates concerns about the bidder's performance on projects identified as meeting the Supplemental Bidder Responsibility Criteria, which may include, but not be limited to the quality of construction, the bidder's management of subcontractors, timeliness of required submittals, and safety record on the project; or
  - 3. Indicates other concerns about the bidder's ability to successfully perform the work,

the Port may determine that the bidder is not a responsible bidder. Prior to making such a determination that a bidder is not responsible based on information received through reference checks, the Port will discuss with the bidder the information obtained from the references, and provide the bidder with the opportunity to offer explanations that may help inform whether the Port declares the bidder not responsible.

In conducting reference checks, the Port may include itself as a reference if the bidder has performed work for the Port, even if the bidder did not identify the Port as a reference.

- E. The Port shall consider an overall accounting for determining bidder responsibility. If the Port determines the bidder does not meet the bidder responsibility criteria and is therefore not a responsible bidder, the Port shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 3 business days of receipt of the Port's determination by presenting additional information to the Port. The Port will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the Port will not execute a contract with any other bidder until two 2 business days after the bidder determined to be not responsible has received the final determination.

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

---

- F. The Port may award the contract to the next lowest bidder who meets the Supplemental Bidder Responsibility Criteria and whose reference checks validate the ability of the bidder to successfully perform the work. The Port will use the same process in checking references for any bidders other than the low bidder.
- G. Any bidder, within five (5) business days before the bid submittal deadline, may request that the Port modify the Supplemental Criteria. The Port will evaluate the request submitted by any potential bidder and respond before the submittal deadline. If the evaluation results in a change of the criteria, the Port will issue an addendum to the bidding documents identifying the new criteria.

#### **3.07 COLLUSION**

- A. If the Port determines that collusion has occurred among the bidders, none of the Bids of the participants in such collusion will be considered. The Port's determination of collusion shall be conclusive.

#### **3.08 RETURN OF BID GUARANTY**

- A. As soon as the bid prices have been compared, the Port will return the Bid Guaranty accompanying any Bids which, in the Port's judgment, would not be considered for award. All other Bid Guaranties will be held until the Contract and bonds have been executed, after which all remaining Bid Guaranties, except which as have been forfeited, will be returned.

#### **3.09 SINGLE BID RECEIVED**

- A. If the Port receives a single responsive, responsible Bid, the Port shall have the right, in its sole discretion, to conduct a price or cost analysis on such Bid. The bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the Port to assist in such analysis. By conducting such analysis, the Port shall not be obligated to accept the single Bid; the Port reserves the right to reject such Bid or any portion thereof.

#### **3.10 RIGHTS OF THE PORT**

- A. The Port reserves the right to accept the Bid of the lowest responsive, responsible bidder, an "Alternative Bid" based upon plans and specifications prepared by the Bidder, to reject any or all Bids, republish the Advertisement for Bids, revise or cancel the work to be performed, or to do the work otherwise, if in the judgment of the Port, the best interests of the Port is served thereby.

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

---

#### **PART 4. AWARD OF CONTRACT**

##### **4.01 NOTICE OF AWARD**

- A. The acceptance of a Bid will be evidenced by a written notice of award delivered to the bidder whose Bid is accepted.
- B. Within ten days after issuance of the notice of award the Agreement form set forth in Section 00 52 13 shall be executed in duplicate and returned, together with the performance and payment bonds, and certificates of insurance with endorsements as required by the Contract Documents.
- C. The bidder shall not commence physical modification of the work site until the Port has issued its notice of award, notice to proceed, and the Port has received the executed Agreement form and bonds and certificates of insurance meeting the requirements of the Contract Documents.

##### **4.02 PERFORMANCE AND PAYMENT BONDS**

- A. The bidder awarded this Contract shall furnish performance and payment bonds on forms set forth in Section 00 61 13.13 and Section 00 61 13.16, or similar form acceptable to the Port in the amount of 100% of the total Contract Sum as security for the faithful performance and completion of the Work. Such bonds shall be executed and sealed by a duly licensed surety registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
- B. The scope of the performance and payment bonds shall not affect or alter the liabilities of the Contractor to the Port under the terms of the Contract Documents.
- C. The Port may require the surety to appear and qualify itself upon the bond. If at any time the Port determines, in its sole judgment, that the surety is insufficient, the Port may require the Contractor to furnish additional surety in form and arrangement satisfactory to the Port and in an amount not exceeding that originally required. Payments will not be made on the Contract until sufficient surety as required is furnished.
- D. The person signing the performance bond on behalf of the Contractor shall also sign the Agreement form and bonds.

##### **4.03 EXTENSION OF TIME**

- A. If the Agreement form is not executed or not submitted to the Port within the time required and, in the Port's discretion, circumstances warrant an extension of time, it may extend the time for execution of the Agreement form or for furnishing bonds and insurance certificates for a period not to exceed ten (10) additional days.

## **DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

### **Section 00 21 13 – Instructions to Bidders**

---

#### **4.04 FAILURE TO EXECUTE CONTRACT**

- A. If the bidder awarded the Contract fails to execute the Agreement form and furnish the required bonds and insurance certificates within ten (10) days from delivery of the notice to award, or declares in writing its intent not to execute the Contract, its Bid Guaranty shall be forfeited to the Port and the Port may issue notice of award to the second lowest responsible Bidder, and in like manner until the Agreement form and bonds are executed by a responsible bidder to whom award is made, or further Bids are rejected. Forfeiture of the Bid Guaranty shall not limit the Port's right to recover damages from the bidder caused by the bidder's failure to execute the Contract.

#### **4.05 CANCELLATION OF AWARD**

- A. The Port reserves the right to cancel the award of any Contract at any time before the execution of said Contract by all parties without liability to the Port.

END OF SECTION

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. This Section provides the notification required for disclosure of asbestos, lead-containing or other hazardous materials.

**1.02 HAZARDOUS MATERIALS NOTICE**

- A. The Port is reasonably certain that asbestos and lead will not be disturbed by the project. If the Contractor encounters material suspected of containing lead or asbestos which will interfere with the execution of the work, the Contractor shall stop work and notify the Engineer.

**1.03 NOTIFICATION AND SUSPENSION**

- B. In the event the Contractor detects the presence of potentially contaminated materials not previously identified in this specification, the Contractor shall immediately notify the Port. Following such notification by the Contractor, the Port shall in turn notify the various governmental and regulatory agencies concerned with the presence of potentially contaminated materials, if warranted. Depending upon the type of contaminated materials identified, the Port may suspend work in the vicinity of the discovery under the provisions of General Conditions 00 72 00, paragraph 10.03.

- 1. Following completion of any further testing necessary to determine the nature of the materials involved, the Port will determine how the material shall be managed. Although the actual procedures used in resuming the work shall depend upon the nature and extent of the potentially contaminated material, the following alternate methods of operation are foreseen as possible:
  - a. Contractor to resume work as before the suspension.
  - b. Contractor to move its operations to another portion of the work until measures to eliminate any hazardous conditions can be developed and approved by the appropriate regulatory agencies.
  - c. The Port to direct the Contractor to dispose or treat the material in an approved manner.
  - d. The Port to terminate or modify the Contract.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**END OF SECTION**

**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**  
**Section 00 41 13 - Bid Form**

---

**BID OPENING DATE: 2:00 P.M., September 7, 2017**

**BID OPENING LOCATION:** Port of Port Angeles.  
338 West 1st Street, Port Angeles, WA 98362  
(Phone 360-457-8527 for directions if needed)

**MAIL BIDS TO:** Port of Port Angeles.  
P.O. Box 1350  
Port Angeles, WA 98362

**ATTN: BID PROPOSAL – PORT OF PORT ANGELES – BOATHAVEN MARINA SHORE  
POWER ADDITIONS**

**\*\* PLEASE PRINT CLEARLY BELOW \*\***

Printed Name of Person Signing Bid Proposal	Firm Name (Printed legibly)
Title (Estimator, Vice-President, Owner, etc...)	Physical Street Address <b>(No P.O. Boxes)</b>
Contractor Registration No. & Expiration Date	City State Zip+4 ( )
Taxpayer Identification Number	Area Code Phone Number ( )
Washington UBI Number	Area Code Fax Number
PO Box for US Mail Delivery (if any)	E-Mail Address

**TOTAL BASE BID**

(Does not include Washington State Sales Tax)

\$ \_\_\_\_\_

**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**  
**Section 00 41 13 - Bid Form**

---

**BASE BID ITEMS**

**NOTE:** Unit prices for all items, all extensions, and the total amount of bid shall be shown. **PRICES MUST BE PROVIDED NUMERICALLY ON EACH ITEM AS REQUESTED BELOW OR BID WILL BE CONSIDERED NON-RESPONSIVE.** All proposals shall be typed or written in ink.

The unit and lump sum prices shall have precedence over their total amounts, and the total amounts shall have precedence over the total bid.

↓ NUMBERS ONLY ↓ THESE COLUMNS ↓

ITEM NO.	DESCRIPTION	SPEC #	BID QTY.	UNIT PRICE	TOTAL AMOUNT
1.	MOBILIZATION, DEMOB., CLEANUP at: Per Lump Sum	01 50 50	L.S.		
2.	Furnish and Install 3 PH 100A/480V shore power pedestals E-F Float complete at: Per Lump Sum	26 00 00 26 00 05 26 05 19 26 05 26 26 05 32 26 05 33 26 24 16	L.S.		

This project shall be completed in accordance with the plans and specifications within 45 calendar days from the date on the Notice to Proceed letter. Liquidated damages will be assessed against progress payments at \$450.00 for each day past the substantial completion date.

**ADDENDA**

Receipt of the following addenda are acknowledged:

Addenda No. _____	Date: _____
Addenda No. _____	Date: _____
Addenda No. _____	Date: _____
Addenda No. _____	Date: _____

**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS****Section 00 41 13 - Bid Form**

---

In accordance with Section 00 21 13, Paragraph 2.05, the bidder shall list below the name of each subcontractor to whom the bidder proposes to subcontract portions of the heating, ventilation and air conditioning, plumbing or electrical or name itself for the work.

<b>Description of Work to be Performed</b>	<b>Name of Firm</b>
Heating, Ventilation and Air Conditioning	
Plumbing	
Electrical	



## **DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 41 13 - Bid Form**

---

#### **BID AWARD**

If awarded the contract for foregoing work, the undersigned bidder hereby agrees within ten (10) calendar days of Owner's delivery of the formal construction contract to bidder, to execute and return to Owner the construction contract and to provide to Owner the performance and payment bond and evidence of all required insurance. If the bidder, in the event of acceptance of its bid by Owner, fails to execute the construction contract, fails to furnish the payment or performance bond or to provide proof of all required insurance within the time specified herein, Owner may reject the bid. In such case, the bid guarantee of the bidder may be retained by the Owner as liquidated damages, and not as a penalty.

The undersigned bidder further agrees that should this Bid be accepted, it will complete all of the work covered by these Contract Documents within 45 calendar days after the notice to proceed has been issued by the Owner. Furthermore, once started, the undersigned bidder will proceed on an uninterrupted basis with the Work, except as otherwise authorized by the Owner.

The above Bid will be honored by the undersigned bidder for sixty (60) days after the formal bid opening date.

Respectfully submitted,

\_\_\_\_\_  
Legal Name of Bidder

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

Contractor Lic.#: \_\_\_\_\_

Federal I.D.#: \_\_\_\_\_

#### **BID SECURITY**

Each bidder shall furnish with its bid a surety company bid bond, with included bid bond form, a certified check, cashier's check, or postal money order payable to the order of Port of Port Angeles, in an amount of not less than five percent (5%) of the aggregate of Base Bid. No bid shall be considered unless accompanied by such bid security. The bid security shall pledge that the bidder will execute the construction contract in

**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

**Section 00 41 13 - Bid Form**

---

accordance with the terms of its bid and the Bid Documents and will furnish the required bonds covering the faithful performance of the contract and payment of all obligations arising there under.

**NON-COLLUSIVE AFFIDAVIT**

STATE OF WASHINGTON )

COUTY OF \_\_\_\_\_)ss.

\_\_\_\_\_, being first  
duly sworn, deposes and says:

that he/she is the \_\_\_\_\_ of the firm \_\_\_\_\_

\_\_\_\_\_  
the party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding; and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference with any person to fix the bid price of any other person; or fix any overhead, profit or cost of said bid price or of that or any other bidder; or to secure any advantage against Port of Port Angeles or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington

Residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

Print Name: \_\_\_\_\_

**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**  
**Section 00 43 13 - Bid Guarantee**

---

**FORM OF BID BOND**

Herewith find deposit in the form of \_\_\_\_\_ (state whether money order, cashier's check or bid bond), for the amount of \$\_\_\_\_\_, which amount is not less than five percent (5%) of the total bid.

\_\_\_\_\_  
Signature

---

**BID BOND**

KNOW ALL MEN BY THESE PRESENT:

That we, \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as Surety, are held and firmly bound unto  
the PORT OF PORT ANGELES as Obligee, in the penal sum of  
\_\_\_\_\_ Dollars, for the payment of which the Principal and  
Surety bind themselves, their heirs, executors, administrators, successors and assigned, jointly  
and severally, by these present.

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

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

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

BY \_\_\_\_\_  
Principal

BY \_\_\_\_\_  
Surety

\_\_\_\_\_  
Agent and Address

Note: Bidder may submit surety's bid bond form, provided it is similar in substance, made out in  
the name of the Port of Port Angeles, and that the agent's name and address appear as  
specified. **Bonds containing riders limiting responsibility for toxic waste or limiting the  
term of responsibility will be rejected.**

**DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS**

**Section 00 43 14 – Certificate of Compliance with Wage Payment Statutes**

---

## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date **September 7, 2017**, 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’s Business Name

---

Signature of Authorized Official\*

---

Printed Name

---

Title

---

Date

---

City

---

State

*Check One:*

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, 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.*

**DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS**  
**Section 00 52 13 –Agreement Form**

---

**PORT OF PORT ANGELES**

**AGREEMENT**

The PORT OF PORT ANGELES ("Port") and the undersigned Contractor ("Contractor") agree as follows:

**Article I**  
**The Work**

Contractor, for the consideration specified in the Contract Documents, shall in strict accordance therewith perform all of the work required by Contract Documents for the following project:

Port of Port Angeles Boathaven Marina Shore Power Additions

The Port agrees to pay the Contractor for the Work as provided in the Contract Documents.

**Article II**  
**The Contract Documents**

The Contract Documents consist of the Agreement, Conditions of the Contract (General, Special, Supplementary and Other Conditions), Drawings, Specifications, Addenda and other documents listed below issued prior to execution of this Agreement and all Modifications and Change Orders issued subsequent thereto. These form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Document is set forth below.

1. This Agreement
2. The Project Manual Dated June 23, 2017 including Specifications.
3. Drawing sheets dated August 14, 2017
  - i. Coversheet with Vicinity Maps G-001
  - ii. Legend and Abbreviations E-001
  - iii. Overall Site Plan E-101
  - "K/L Float **Not in Contract (NIC)**
  - iv. Substation "DB-NE" Enlarged Plan E-401
  - v. Substation "DB-S" Enlarged Plan E-402 **Not in contract (NIC)**
  - vi. Float and Pedestal Details E-501
  - Detail 4/E-501, 5/E-501 and 6/E-501 **Not in Contract (NIC)**
  - vii. One-Line Diagrams E-601
  - "K/L" Float Distribution Board DB-S **Not in Contract (NIC)**

Addendum: XXXXX

**DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS**  
**Section 00 52 13 –Agreement Form**

---

**Article III**  
**The Contract Timeframe**

The Work to be performed under this Contract shall be commenced not later than ten (10) calendar days following issuance of the "Notice to Proceed" and completed not later than Forty Five (45) working days following issuance of the "Notice to Proceed".

**Article IV**  
**Contract Amount**

The Port shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order, in current funds, the Contract sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as the total of unit prices according to the following attached schedule of unit prices consisting of \_\_\_\_\_ pages.

Payment shall be in the form of a check and will be mailed to the following address:

**PORT OF PORT ANGELES**

BY: \_\_\_\_\_  
Karen Goschen  
Executive Director

**CONTRACTOR**

BY: \_\_\_\_\_  
  
ITS: \_\_\_\_\_

# DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS

## Section 00 61 13.13 Performance Bond

---

### PERFORMANCE BOND

**CONTRACTOR:**

(Name, legal status and address)

---

---

---

---

**SURETY:**

(Name, legal status and principal place of business)

---

---

---

---

**OWNER:**

Port of Port Angeles  
338 West First Street  
Port Angeles WA 98362

**CONSTRUCTION CONTRACT:**

Date: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Description: \_\_\_\_\_

---

---

**BOND:**

Date: \_\_\_\_\_

(Not earlier than Construction Contract Date)

Amount: \$ \_\_\_\_\_

Modifications to this Bond: ☐ None ☐ See Section 13

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

**SURETY:**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

(Any additional signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY – Name, address and telephone)

**AGENT or BROKER:****OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party)

## **DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 61 13.13 Performance Bond**

---

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and



## **DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 61 13.13 Performance Bond**

---

- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **§ 14 Definitions**

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**  
**Section 00 61 13.13 Performance Bond**

---

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY:**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

**Section 00 61 13.16 Payment Bond**

---

**PAYMENT BOND**

**CONTRACTOR:**

*(Name, legal status and address)*

---

---

---

---

**SURETY:**

*(Name, legal status and principal place of business)*

---

---

---

---

**OWNER:**

Port of Port Angeles  
338 West First Street  
Port Angeles WA 98362

**CONSTRUCTION CONTRACT:**

Date: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Description: \_\_\_\_\_

---

---

**BOND:**

Date: \_\_\_\_\_

*(Not earlier than Construction Contract Date)*

Amount: \$ \_\_\_\_\_

Modifications to this Bond: ☐ None ☐ See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY:**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

*(Any additional signatures appear on the last page of this Payment Bond)*

*(FOR INFORMATION ONLY – Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party)*

## **DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 61 13.16 Payment Bond**

---

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms:

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

- § 5.1 Claims, who do not have a direct contract with the Contractor,
- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
  - .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond,

## **DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 61 13.16 Payment Bond**

---

and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the State in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

## **DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 61 13.16 Payment Bond**

---

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY:**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

ARTICLE G-00

TABLE OF CONTENTS

ARTICLE G-01	ABBREVIATIONS AND DEFINITIONS OF TERMS
G-01.01	Abbreviations
G-01.02	Definitions
G-01.03	Titles or Headings
ARTICLE G-02	INTENT, CORRELATION, AND EXECUTION OF CONTRACT DOCUMENTS
G-02.01	Intent of the Contract Documents
G-02.02	Correlation of the Contract Documents
G-02.03	Ownership of the Contract Documents
G-02.04	No Warranties by the Port
ARTICLE G-03	PORT OF PORT ANGELES
G-03.01	Authority of the Engineer
G-03.02	Administration of the Contract
G-03.03	Information Provided by the Port
G-03.04	Review of Working Drawings, Product Data Samples and Other Submittals
G-03.05	Port's Right to Carry Out Other Work
G-03.06	Officers and Employees of the Port Have No Personal Liability
G-03.07	Service of Notices on the Contractor
ARTICLE G-04	CONTRACTOR'S RESPONSIBILITIES
G-04.01	Examination of the Site of Work and Contract Documents
G-04.02	Error, Inconsistency, Omission or Variance in the Contract Documents
G-04.03	Supervision and Construction Procedures
G-04.04	Contractor to Provide all Labor, Materials, and Equipment
G-04.05	Prevailing Wage Rates to be Paid
G-04.06	Materials and Equipment to be New
G-04.07	Substitutions of Materials or Equipment
G-04.08	Disposal of Demolished or Excavated Materials
G-04.09	Warranties
G-04.10	State and Local Taxes
G-04.11	Permits, Licenses, Fees and Notices
G-04.12	Utilities and Similar Facilities
G-04.13	Contractor to Comply with All Laws
G-04.14	Safety
G-04.15	Disruption Caused by Labor or other Disputes
G-04.16	Progress Schedule
G-04.17	On-Site Documents
G-04.18	Working Drawings, Product Data, Samples, and other Submittals
G-04.19	Cutting, Fitting, and Patching of Work
G-04.20	Inspection of the Work
G-04.21	Uncovering of Work
G-04.22	Correction of Work
G-04.23	Responsibility for Work
G-04.24	Hazardous Materials
G-04.25	Clean Up
G-04.26	Protection of Work During Suspension
G-04.27	Survey
G-04.28	Archeological Items
G-04.29	Gratuities
G-04.30	Notice and Detailed Breakdown of Claim
G-04.31	Prerequisite to Suit
G-04.32	Responsibility for Damage
G-04.33	Indemnification
ARTICLE G-05	SUBCONTRACTORS AND SUPPLIERS
G-05.01	Contractor is Responsible for Actions of Subcontractors and Suppliers
G-05.02	Award of Contracts to Subcontractors and Suppliers
G-05.03	Subcontractor and Supplier Relations

**DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS**  
**Section 00 72 00 – General Conditions**

---

ARTICLE G-06 NON-DISCRIMINATION

- G-06.01 Comply with All Laws
- G-06.02 M/WBE Participation

ARTICLE G-07 TIME

- G-07.01 Contract Time
- G-07.02 Progress and Completion
- G-07.03 Extension of Contract Time

ARTICLE G-08 PAYMENTS, COMPLETION AND FINAL ACCEPTANCE

- G-08.01 All Payments Subject to Applicable Laws
- G-08.02 Scope of Payment
- G-08.03 Retained Percentage (Retainage)
- G-08.04 Progress Payments
- G-08.05 Payment for Stored Materials
- G-08.06 Payment for Work Done on a Force Account Basis
- G-08.07 Payment for Changes
- G-08.08 Substantial Completion
- G-08.09 Final Completion
- G-08.10 Completion of Punch List
- G-08.11 Acceptance
- G-08.12 Final Payment
- G-08.13 Payments Do Not Relieve Contractor From Responsibility For Work

ARTICLE G-09 CHANGES IN THE WORK

- G-09.01 The Port May Make Changes
- G-09.02 Request for Proposal
- G-09.03 Compensation for Changes
- G-09.04 Issuance of Change Order
- G-09.05 Procedure for Protest by the Contractor
- G-09.06 Changed Conditions

ARTICLE G-10 PORT OF PORT ANGELES' RIGHTS AND REMEDIES, AND TERMINATION OF CONTRACT

- G-10.01 General
- G-10.02 No Waiver of Port's Rights
- G-10.03 Port's Right to Suspend Work for Unsuitable Weather and other Conditions
- G-10.04 Port's Right to Stop the Work
- G-10.05 Port's Right to Withhold Payment
- G-10.06 Termination of Contract for Cause
- G-10.07 Termination for Convenience
- G-10.08 Damages for Unexcused Delays by the Contractor
- G-10.09 Port's Right to Use the Premises
- G-10.10 Prevailing Party to be Awarded Litigation Expenses

ARTICLE G-11 BONDS AND INSURANCE

- G-11.01 Performance Bond
- G-11.02 Payment Bond
- G-11.03 Failure to Provide Bonds
- G-11.04 Contractor Liability Insurance
- G-11.05 Port Property Insurance

ARTICLE G-12 INDEX TO GENERAL CONDITIONS

CONTRACTOR'S CHECKLIST



ARTICLE G-01

ABBREVIATIONS AND DEFINITIONS OF TERMS

Whenever, in the Contract Documents, or elsewhere in the Project Manual, the following abbreviations, words, and defined terms are used, the meaning will be as follows, which meaning shall be applicable to both the singular and plural forms thereof:

G-01.01 Abbreviations.

AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway & Transportation Officials
ACI	American Concrete Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISE	Association of Iron and Steel Engineers
ANSI	American National Standards Institute
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration & Air Conditioning Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
AGC	Associated General Contractors of America
CPM	Critical Path Method of Project Scheduling
CRSI	Concrete Reinforcing Steel Institute
FAA	Federal Aviation Administration
FHWA	Federal Highway Administration
IEEE	Institute of Electrical and Electronic Engineers
NBFU	National Board of Fire Underwriters
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
NIOSH	National Institute of Occupational Safety and Health
OFCCP	Office of Federal Contract Compliance Programs
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
POPA	Port of Port Angeles
PSCAA	Puget Sound Clean Air Agency
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal & Air Conditioning Contractors' National Association, Inc.
UBC	Uniform Building Code
UL	Underwriter's Laboratory
WISHA	Washington Industrial Safety & Health Act
WSDOT	Washington State Department of Transportation

G-01.02 Definitions

Addendum	A written or graphic document issued by the Port prior to the opening of bids that clarifies, corrects, or changes a document
----------	---

	contained or referenced within the Contract Documents. Addenda will be distributed to planholders of record.
Agreement	A written form executed by the Port and the Contractor that binds the Contractor to perform the Work in accordance with the Contract.
Bid	The offer of a bidder, on the prescribed bid form, properly executed, setting forth the price or prices for the Work to be performed.
Change Order	A written document issued by the Port on or after the date of the execution of the Agreement that authorizes and directs an addition, deletion, or other revision in the Work, or an adjustment in the Contract Time or Contract Sum.
Contract	The Contract is the legal relationship between the Port and the Contractor, and describes the rights, duties and obligations of each as set forth in the Contract Documents.
Contract Bonds	The approved form of security in the form of a Performance Bond and a Payment Bond, furnished by the Contractor and its surety as required by the Contract Documents.
Contract Documents	The Contract Documents consist of the advertisement for bids, instructions to bidders, Agreement, the Plans, Drawings, Specifications, General Conditions, Supplementary Conditions, Addenda, Change Orders, form of bond, insurance certificates, the bid form and any other form indicated by the Port as being part of the Contract Documents. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
Contract Sum	The Contract Sum stated in the Agreement Form as amended by Change Order is the total amount payable by the Port to the Contractor for performance of the Work in accordance with the Contract Documents. The Contract Sum does not include state or local sales tax on the transaction between the Port and the Contractor.
Contract Time	Contract Time is the period of time provided in the Contract Documents for the performance of the Work by the Contractor. Contract Time may be changed only by Change Order.
Contractor	The Contractor is the individual, partnership, firm, corporation, joint venture, or other business entity identified as such in the Agreement which has agreed to perform the Work in accordance with the Contract Documents.
Day	The term day shall mean a calendar day unless otherwise specifically designated.
Drawings	The graphic presentation of the Work, or parts thereof, which indicates the size, form, location, and arrangement of the various elements of the Work.
Engineer	The Director of Engineering of the Port of Port Angeles's Engineering Department and such agents, as are authorized in writing to act on the Director of Engineering's behalf.
Acceptance	The official act of the Port of Port Angeles Commission as described in Article G-08.
Final Completion	Occurs when the Engineer determines that all requirements of Article G-08.09 have been completed.
Final Payment	Is the payment to be made to the Contractor in accordance with Article G-08.12.
Force Account Work	Is Work performed on a reimbursable basis as set forth in Article G-08.06.

Hazardous Materials	The term "Hazardous Materials" means any hazardous or toxic substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or listed by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and any amendments thereto, and any substances, materials or wastes that are or become regulated under federal, state or local law. Hazardous Materials (or substances) shall also include, but not be limited to: regulated substances, petroleum products, pollutants, and any and all other environmental contamination as defined by, and in any and all federal, state and/or local laws, rules, regulations, ordinances or statutes now existing or hereinafter enacted relating to air, soil, water, environmental or health and safety conditions.
Inspector	The Engineer's authorized representative assigned to make inspections of the Contractor's performance of the Work.
Liquidated Damages	The amount of money set forth in the Contract Documents, if any, for failure of Contractor to comply with certain provisions of the Contract Document.
Plans	The concept or mental formulation for the Work. The plans may be represented graphically by drawings, by the written words within the Contract Documents, or both.
Port	The Port of Port Angeles. The term Port also includes all of the Port's commissioners, officers, employees and other authorized representatives.
Product Data	The illustrations, standard schedules, performance charts, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.
Project	The particular work described in the Contract Documents.
Project Manager	The authorized representative of the Director of Engineering, who is located on or near the project site and assigned immediate charge of the on-site engineering and administration of the construction project.
Provide	The all-inclusive actions required to furnish, install, connect, adjust, test, and make ready for use or occupancy.
Punch List	Shall have the meaning set forth in Section G-.08.08.
Samples	Physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
Schedule of Prices	Means the unit prices set forth in the Contract Documents.
Shop Drawings	Same as "Working Drawings" as defined in these General Conditions.
Specifications	Those portions of the Contract Documents consisting of the written technical descriptions of materials, equipment, construction systems, standards, workmanship and other requirements which govern the quality and performance of the Work.
Subcontractor	A Subcontractor is a business entity that has an agreement with the Contractor to perform a portion of the Work. The term "Subcontractor" means and includes the Subcontractor and its authorized representatives.
Sub-subcontractor	A Sub-subcontractor is a business entity that has an agreement with a Subcontractor to perform a portion of the Work. The term Sub-subcontractor means and includes the Sub-subcontractors at all tiers.
Substantial Completion	Substantial Completion occurs when the Work as a whole or a designated portion thereof is sufficiently complete, in

	accordance with the Contract Documents, so that the Port can use or occupy the Work or a designated portion thereof for the use for which the Port intended and the requirements set forth in G-8.08 have been satisfied.
Supplementary Conditions	That portion of the Contract Documents that amends or supplements these General Conditions.
Supplier	A vendor, supplier, distributor, or materialman which supplies material or equipment used in the performance of the Work.
Unit Price Work	Work to be paid for on the basis of unit prices stated in the Schedule of Prices or a Change Order, if any. Such Work to be measured for payment as described within the Contract Documents.
Work	All services, labor, materials, equipment, and incidentals necessary for the complete and successful completion of the work and service required by or reasonably inferable from the Contract Documents, including all materials and equipment to be incorporated in the construction, all as set forth in the Contract Documents.
Working Drawings	Shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, stress diagrams, bending diagrams for reinforcing steel, or other diagrams, plans, or data used to illustrate some portion of the Work which the Contractor is required to submit to the Engineer for approval.
WSDOT Standard Specifications	Refers to the “Standard Specifications for Road, Bridge, and Municipal Construction”, most recent publication, by the Washington Department of Transportation.

#### G-01.03 Titles or Headings

The titles or headings of the sections, divisions, parts, articles, paragraphs, or subparagraphs, of the specifications are intended only for convenience of reference and shall not be considered as having any bearing on the interpretation of the text.

### ARTICLE G-02

#### INTENT, CORRELATION, AND EXECUTION OF CONTRACT DOCUMENTS

##### G-02.01 Intent of the Contract Documents

- A. The intent of the Contract Documents is to prescribe a complete Work. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary and appropriate to complete all parts of the Work. Compensation for the cost of furnishing the foregoing and for full performance of the Work in full conformance with the Contract Documents is included in the Contract Sum.
- B. The Contract Documents which set forth the rights and responsibilities of the Port and the Contractor shall be construed in accordance with the laws of the state of Washington. Exclusive jurisdiction and venue for any action between the Port and the Contractor, arising out of or in connection with the Project, shall be the Superior Court in Clallam County, Washington.
- C. The Contract represents the entire and integrated agreement between the Port and the Contractor. It supersedes all prior discussions, negotiations, representations or agreements pertaining to the Work, whether written or oral.

##### G-02.02 Correlation of the Contract Documents

- A. Each Contract Document is an essential part of the Contract between the Port and the Contractor, and a requirement present in one Contract Document is binding as though it was present in all. The Contract Documents are intended to be complementary and prescribe and provide for all Work required by the Contract Documents. Anything mentioned in the Specifications and not shown in the Drawings, or shown in the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. Any Work, materials or equipment that has not been specifically included in the Contract Documents but which is reasonably required to produce the intended result shall be provided by the Contractor as though it had been specifically included.
- B. Conditions or Work not covered by the specifications may be described in other Contract Documents and shall be performed by the Contractor in accordance therewith and in accordance with the Specifications insofar as applicable. Work required by the Contract Documents for which a

separate price is not provided in the Contract Documents shall nevertheless be considered as a part of the Work and all costs of the same are deemed to be included in the Contract Sum.

- C. The drawings listed in the Supplementary Conditions indicate only such details as are necessary to give a comprehensive idea of the Work. The Engineer may furnish to the Contractor such additional drawings and clarifications, consistent with the purpose and intent of the Contract Documents, as the Engineer may deem necessary to detail and illustrate the Work. The Contractor shall conform its Work to such drawings and explanations. The furnishing of such additional drawings or clarifications shall not entitle the Contractor to an increase in the Contract Time or Contract Sum.
- D. If there are discrepancies between the various Contract Documents, Specifications shall govern over conditions and Drawings, Drawings shall govern over conditions, larger scale drawings shall govern over smaller scale drawings, Supplementary Conditions shall govern over General Conditions, computed dimensions shall govern over scaled dimensions, and specific descriptions shall govern over general ones.
- E. In the event of a conflict between the Contract Documents and applicable laws, codes, ordinances, regulations or orders of governmental authorities having jurisdiction over the Work or any portion thereof, or in the event of any conflict between such applicable laws, codes, ordinances, regulations, or orders, the most stringent requirements of any of the above shall govern and be considered as a part of this Contract in order to afford the Port the maximum benefits thereof.
- F. The organization of the Specifications and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade. The Port assumes no responsibility to act as arbiter in the division and proper coordination of Work between particular Subcontractors or workers.

#### G-02.03 Ownership of the Contract Documents

The Contract Documents furnished to the Contractor shall remain Port property and the Port shall retain all intellectual property rights, including copyrights in same. They are to be used only with respect to this Project and are not to be used on any other project.

#### G-02.04 No Warranties by the Port

- A. Any "bid quantities" set forth in the bid form are estimates only, being given only as a basis for the comparison of bids by the Port. The Port does not warrant, expressly or by implication, that the actual amount of Work will correspond to those estimates. The right to increase or decrease the amount of any class or portion of the Work, or to make other changes in the Work, is reserved by the Port in Article G-09. The basis of payment will be the actual quantities performed in accordance with the Contract Documents.
- B. No information derived from inspection of records or reports of investigation concerning the Work or conditions (including soil or sub-surface conditions) at the site(s) of the Work made or provided by the Port will in any way relieve the Contractor from its responsibility for properly performing its obligations under the Contract Documents. Such records and reports are provided solely for the convenience of the Contractor with no warranties whatsoever, express or implied, by the Port. Such records and reports are not part of the Contract Documents. The Contractor shall make its own conclusions and interpretations from the data supplied, information available from other sources, and the Contractor's own observations.

### ARTICLE G-03

#### PORT OF PORT ANGELES

#### G-03.01 Authority of the Engineer

- A. The Engineer will be the Port's representative and shall administer the Contract Documents, except that Final Acceptance as provided for in Article G-08 shall be accomplished by the Port of Port Angeles Commission, unless the authority to grant Final Acceptance of the Work has been delegated to a Port official in which case Final Acceptance shall be accomplished by such official. The Engineer has the authority to enforce all obligations imposed on the Contractor by the Contract Documents.
- B. The Work shall be performed in accordance with the Contract Documents. The Engineer has the authority but not the obligation to reject Work that is defective or does not otherwise conform to the Contract Documents.
- C. The Engineer is not responsible for and will not have control or charge of the means, methods, techniques, sequences, or procedures of construction, or for safety precautions or programs

incidental thereto, these being the sole responsibility of the Contractor. The Engineer will not be responsible for or have any control or charge of the acts or omissions of the Contractor, Subcontractors, Sub-subcontractors, suppliers, or any of their agents or employees, or any other persons performing a portion of the Work.

**G-03.02 Administration of the Contract**

- A. Nothing in this Article or elsewhere in the Contract Documents shall be construed as requiring the Engineer, Inspector, consultant, or other representative of the Port to direct or advise the Contractor as to the method or manner of performing the Work. No approval or advice given by the Port as to the method or manner of performing the Work or procuring materials to be furnished shall constitute a representation or warranty by the Port that the result of such method or manner will conform to the Contract Documents or achieve the desired results. Such approval or advice shall neither relieve the Contractor of any of its obligations under the Contract nor create any liability to the Port on account of approval or advice.
- B. The Engineer or Inspectors may call to the attention of the Contractor defective Work or Work that does not conform otherwise to the Contract Documents. However, the failure of the Engineer or inspectors to so inform the Contractor shall not constitute approval or acceptance of such defective or non-conforming Work.
- C. The presence of the Engineer or Inspector during the progress of any construction does not relieve the Contractor from responsibility for defects in the Work, nor does it bind the Port in determining Final Completion of the Work.
- D. Work done or material furnished which at any time is found not to conform to the requirements of the Contract Documents shall be at the Contractor's risk and expense and shall furnish no basis for an increase in the Contract Sum or Contract Time, even though the Engineer or inspector fails to reject such Work or material.

**G-03.03 Information Provided by the Port**

- A. The Port will furnish the Contractor, without charge, up to three (3) additional copies of Drawings and Specifications, and one (1) electronic copy in .pdf format.

**G-03.04 Review of Working Drawings, Product Data, Samples and Other Submittals.**

- A. Review by the Engineer of the Contractor's working drawings, product data, or samples shall not relieve the Contractor of full responsibility for the accuracy of dimensions and details. Such review shall likewise not constitute acceptance by the Engineer of the correctness or adequacy of such submittals, nor shall it constitute a representation or warranty by the Engineer that the drawings will satisfy the requirements of the Contract. The Engineer's review of a submittal shall not relieve the Contractor from responsibility for errors or omissions in the submittals.
- B. The Engineer will not review submittals that depend for their review on other submittals not yet submitted, that are not required by the Contract Documents, or that are not submitted by the Contractor.

**G-03.05 Port's Right to Carry Out Other Work**

The Port reserves the right at all times to perform or cause to be performed other and additional work on or near the site of the Project. Should such other or additional work or Port operations be either underway or subsequently undertaken at or near the Project, the Contractor shall coordinate its activities with those of all other work forces and conduct its activities to avoid or minimize any conflict between the operations of the Contractor and those persons performing the other or additional work or operations.

**G-03.06 Officers and Employees of the Port Have No Personal Liability.**

Neither the Commissioners, Engineer, Inspector, nor any other officer, employee or agent of the Port, acting within the scope of their employment, shall be personally liable to Contractor for any of their acts or omissions arising out of the Project.

**G-03.07 Service of Notices on the Contractor**

Any written notice required under the Contract Documents to be given to the Contractor may, at the option of the Port, be served on the Contractor by personal service, electronic or facsimile transmission, or private courier delivery of the notice to the last address provided in writing to the Engineer. For the purpose of measuring time in determining the parties' rights and obligations with respect to notice given pursuant to the Contract Documents (other than that given by the personal service) is conclusively presumed to be received by the Contractor on the next business day following the Port's electronic or facsimile transmittal or delivering it to the private courier.

ARTICLE G-04

CONTRACTOR'S RESPONSIBILITIES

G-04.01 Examination of the Site of Work and Contract Documents

- A. By executing the Contract, the Contractor represents that it has carefully examined and investigated the site(s) of the Work, including material site(s), and the Contract Documents. The submission of its Bid shall be conclusive evidence that the Contractor represents and acknowledges that it has made such examinations and investigations and is satisfied as to the conditions to be encountered in the performance of the Work, including the character, quantity, quality, and scope of the Work, safety precautions to be undertaken, the quantities and qualities of materials to be supplied, the character of soils and subsurface materials, and equipment and labor to be used, the requirements of all Contract Documents and how all such requirements correlate to the conditions at the site(s) of the Work.
- B. The Contractor shall determine from careful examination of the Contract Documents and the site of the Work, the methods, materials, labor, and equipment required to perform the Work in full, and the Contractor shall reflect the same in its Bid.

G-04.02 Error, Inconsistency, Omission or Variance in the Contract Documents

The Contractor shall carefully study and compare the Contract Documents and shall promptly report to the Engineer any error, inconsistency, omission, or variance from applicable laws, statutes, codes, ordinances, or regulations which is discovered. If the Contractor promptly reports such discovery prior to commencement of any portion of the Work affected by any such error, inconsistency, omission, or variance, the Contractor shall not be liable to the Port for damage resulting from such error, inconsistency, omission, or variance. If, however, the Contractor fails either to carefully study and compare the Contract Documents, or to promptly report the discovery of any error, inconsistency omission, or variance known or believed by the Contractor to exist, the Contractor shall assume full responsibility therefore and shall bear all costs, liabilities and damages attributable to such error, inconsistency, omission, or variance.

G-04.03 Supervision and Construction Procedures

- A. The Contractor shall supervise and direct the Work using its best efforts, skills and attention. The Contractor shall be solely responsible for, and shall have full control and charge of construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, including the Work of Subcontractors, Sub-subcontractors, Suppliers, and all other persons performing a portion of the Work. The Contractor is for all purposes an independent contractor and not an agent or employee of the Port.
- B. The Contractor may not assign any portion of this Contract without the Port's prior written consent.
- C. The Contractor shall be fully responsible to the Port for the acts or omissions of its employees, agents, Subcontractors, Sub-subcontractors, Suppliers, and their agents and employees, and all other persons who are to perform any of the Work.
- D. The Contractor shall keep a competent resident superintendent at the site of the Work continuously during its progress. Within ten (10) days after receipt of the Notice of Award, the Contractor shall designate in writing who such superintendent shall be. The superintendent shall not be replaced without prior written notice to the Port. The superintendent shall be experienced, capable of understanding and familiar with the Work, and able to properly supervise performance of the Work. The superintendent shall be the Contractor's representative and shall have authority to act on behalf of and bind the Contractor with respect to this Contract, except that the Contractor may indicate, in writing, limits on the authority of the superintendent. Communications or notices directed or given to the superintendent shall be as binding as if given to the Contractor.
- E. All Work shall be performed under the continuous supervision of competent and skilled personnel experienced in the tasks being performed. All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.
- F. The Contractor shall at all times enforce strict discipline and good order among all workers on the Project. Incompetent, careless, or negligent workers shall be immediately removed from the performance of the Work by the Contractor.
- G. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans and specifications.
- H. Any person employed by the Contractor or by any subcontractor who violates any operational regulations and, in the opinion of the Engineer, does not perform his work in a proper and skillful

manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

- I. Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may suspend the work by written notice until compliance with such orders.
- J. All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.
- K. When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.
- L. When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

**G-04.04 Contractor to Provide all Labor, Materials, and Equipment**

In accordance with the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the Work to completion, whether the same are temporary or permanent and whether or not incorporated or to be incorporated into the Work.

**G-04.05 Prevailing Wage Rates to be Paid**

- A. The wage rates to be paid all laborers, workers, and mechanics who perform any part of this Contract shall be not less than the prevailing wage rates as required by Chapter 39.12 R.C.W. This requirement applies to laborers, workers, and mechanics whether they are employed by the Contractor, Subcontractors, Sub-subcontractors, or any other person who performs a portion of the Work contemplated by the Contract Documents.
- B. The prevailing wage rates as provided to the Port by the Industrial Statistician of the Washington State Department of Labor and Industries is available for download at URL <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/>. It is the Contractor's sole responsibility to determine the most current wage rates it will actually have to pay. These rates shall remain in effect for the duration throughout Contractor's performance of the Work.
- C. Pursuant to Chapter 39.04 RCW: The Contractor or subcontractor directly contracting for "Off-Site, Prefabricated, Non-Standard, Project Specific Items" shall identify and report information required on the affidavit of wages paid form filed with the Department of Labor and Industries. The Contractor shall include language in its subcontracts requiring subcontractors and lower-tier subcontractors to comply with the reporting requirements for "Off-Site, Prefabricated, Non-Standard, Project Specific Item" on the affidavit of wages paid.
- D. The Contractor or subcontractor shall comply with the reporting requirements and instructions on the affidavit of wages paid form, and shall report the following information on the affidavit of wages paid form submitted to the Department of Labor and Industries in order to comply with the reporting requirements for use of "Off-Site, Prefabricated, Non-Standard, Project Specific" items:
  - a) The estimated cost of the public works project;
  - b) The name of the awarding agency and the project title;
  - c) The contract value of the off-site, prefabricated, nonstandard, project specific items produced outside of Washington State, including labor and materials; and
  - d) The name, address, and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project specific items.



- E. In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries and the Director's decision therein shall be final and conclusive and binding on all parties involved in the dispute, as provided for by R.C.W. 39.12.060.
- F. The Contractor shall, pursuant to R.C.W. 39.12.040, file with the Port, a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid" for itself and all Subcontractors and Sub-subcontractors in performance of the Work. Such Statements require the approval of, and the Affidavits the certification of, the Industrial Statistician of the Department of Labor and Industries before such Statements or Affidavits are submitted to the Port. The Department of Labor and Industries charges a fee for such approval and certification, which fee shall be paid by the Contractor. Any change in the fee will not be grounds for revision in Contract Sum.
- G. If a State of Washington minimum wage rate conflicts with an applicable federal minimum wage rate for the same labor classification, the higher of the two shall govern.

**G-04.06 Materials and Equipment to be New**

All materials and equipment required to be incorporated into the Work shall be new, unless specifically provided otherwise in the Contract Documents. All such materials and equipment shall be applied, installed, connected, erected, used, cleaned, maintained and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, unless specifically provided otherwise in the Contract Documents. Upon the request of the Engineer, the Contractor shall furnish satisfactory evidence as to the kind, quality, and manufacturer of materials and equipment.

**G-04.07 Substitutions of Materials or Equipment**

The product, equipment, materials, or methods described or noted within the Contract Documents are to establish a standard of quality, function, appearance, dimension, and shall be deemed to be followed by the words "or equal". By proposing a substitute, Contractor represents that the proposed substitution has equal attributes in all material respects to that specified and no such substitutions shall be allowed if the Port rejects in its sole discretion such product, equipment, materials, or methods offered in the substitution.

**G-04.08 Disposal of Demolished or Excavated Materials**

- A. All materials to be demolished or excavated or dredged, and which are to be disposed of off of Port property shall become the property of the Contractor upon their severance, demolition or excavation, and shall be tested as required by the Port prior to removal from Port property, except as otherwise provided in the Contract Documents. The Contractor is solely responsible for the lawful disposal of all demolished or excavated materials (whether disposed of on or off Port property), and shall indemnify and hold the Port harmless from all liability, claims, damages, lawsuits, penalties, and expenses, whether direct, indirect, or consequential (including but not limited to attorney's and consultant's fees and other expenses of litigation or arbitration) arising out of or connected in any way with the demolition, excavation, dredging or disposal of materials.
- B. Prior to offsite disposal, Contractor shall provide, for the Engineer's approval, the name and location of the disposal sites and copies of permits or other documentation demonstrating that the disposal sites are approved by appropriate regulatory jurisdictions to receive such materials. Under no circumstances shall soil be placed as fill in adjoining waterways or on Tribal Trust land.
- C. With respect to hazardous wastes or hazardous substances which originate at the site and are not brought onto the site by the Contractor, the Contractor shall not have liability as an owner, operator, generator or discharge of such hazardous wastes or hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. section 9601 et seq.), or the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6901 et seq.), or WAC 173-303 Dangerous Waste Regulations, or, WAC 173-340 The Model Toxics Control Act (MTCA) Cleanup Regulations. Contractor shall, however, have liability for performing this Contract, and such liability shall include the responsibility to fully and completely comply with all applicable federal, state and local laws, statutes, standards, rules, regulations, orders or permits that apply to the Work.
- D. After Final Completion of the Work by Contractor in accordance with the Contract Documents, subject to its continuing obligations under the Contract Documents (including, without limitation, its obligations under the representations, warranties and guaranties with respect to the Work performed), Contractor shall not be responsible for the performance of any further remedial action, removal actions or cleanup of hazardous waste or hazardous substances at the site that the Port may be ordered, directed or required to perform by any governmental authority after the date of Final Completion, unless such remedial action, removal action or cleanup is necessary because of the Contractor's failure to perform this Contract, any negligence in the performance of the Work, or any willful misconduct in connection with the performance of the Work.

- E. Nothing in this paragraph shall limit or restrict the liability or responsibility of the Contractor (or any of its subcontractors, consultants, employees or agents) in the event of any failure to perform or comply with the terms of the Contract Documents, any negligence in the performance of the Work, nor shall this paragraph in any way limit or restrict the Contractor's responsibilities under the Contract Documents and applicable law in connection with the handling, transport, storage or disposal of hazardous waste or hazardous substances and/or the arranging thereof.

**G-04.09 Warranties**

- A. All Work will be of good quality, free from fault or defect, and in strict accordance with the requirements of the Contract Documents. Any Work not conforming to the foregoing warranty, including unapproved or unauthorized substitutions, shall be considered defective.
- B. All Subcontractors', Sub-subcontractors', manufacturers', and Suppliers' warranties, expressed or implied, respecting any part of the Work and all materials used therein shall be obtained and enforced by the Contractor for the benefit of the Port without the necessity of separate transfer or assignment thereof. When directed by the Engineer or required by the Contract Documents, the Contractor shall require that Subcontractors, Sub-subcontractors, manufacturers, and Suppliers execute separate warranties in writing directly to the Port. Warranty provisions which purport to limit or alter the Port's rights under the Contract Documents are null and void.
- C. The Contractor warrants that title to all Work, materials and equipment covered by a request for a progress payment or final payment will pass to the Port either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances. The Contractor further warrants that no Work, materials, or equipment covered by a request for a progress payment or final payment will have been acquired by the Contractor, or by any other person performing Work at the project site or furnishing materials and equipment for the project, which Work, materials, or equipment are subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller of the same or is otherwise imposed by the Contractor or other person.

**G-04.10 State and Local Taxes**

- A. All or a portion of the labor and materials furnished under this Contract may be subject to retail sales taxes and other state and local taxes which taxes are payable by the Contractor.
- B. All questions concerning applicable taxes on any portion of the Work should be directed by the Contractor to the State of Washington Department of Revenue or to the local taxing authority.
- C. State and local retail sales taxes applicable to the transaction between the Port and Contractor for sales to the Port of tangible personal property or charges to the Port for labor or services which constitute a retail sale under Section 82.04.050 of the Revised Code of Washington will be added to the Contract Sum. The Port will add retail sales tax to each progress payment for the Contractor to forward to the taxing authority.

**G-04.11 Permits, Licenses, Fees and Notices**

- A. Unless otherwise specified, the Contractor shall procure and pay for all permits, licenses, and all governmental inspection fees which are necessary or incidental to the performance of the Work, and shall give all notices required by such permits and licenses. Any action taken by the Port to assist the Contractor in obtaining permits or licenses shall not relieve the Contractor of its sole responsibility to obtain permits or licenses.
- B. Where applicable law, regulations, ordinances or agency policy prohibits the issuance of a necessary temporary operational or other permit to entities other than a public agency, the Port will support the Contractor's request for such permit and will accept the permit in the Port's name, but only if:
  - 1. The Contractor takes all necessary action leading to the issuance of the permit;
  - 2. The permit is determined to be in the public interest;
  - 3. The permit applies only to Work performed in connection with this project;
  - 4. The Contractor agrees in writing, in a form approved by the Port, to abide by all requirements of the permit, and to defend and hold harmless the Port from any liability in connection with Work prosecuted under the permit; and
  - 5. The Contractor agrees, in writing, to indemnify, defend, and hold the Port harmless from all expenses incurred in connection with such permit.
- C. All costs incurred in connection with permits and licenses shall be considered incidental to the Contract and included in the Contract Sum; no increase in the Contract Time or Contract Sum will be made. Loss of time, if any, suffered by the Contractor due to unreasonable delays in obtaining

permits or licenses may be considered in relation to a request by the Contractor for an adjustment to the Contract Time in accordance with paragraph G-07.03.

- D. The Contractor shall assume all costs and liabilities arising from the use of patented devices, materials, or processes used on or in performance of the Work.

**G-04.12 Utilities and Similar Facilities**

- A. Where removal or relocation of utilities is necessary to accommodate construction, such removal or relocation shall be performed at the Contractor's sole expense unless it is specified in the Contract Documents that it will be performed by the utility owner or others.
- B. Where the utility owner is identified as being responsible for removing or relocating utilities, such Work will be accomplished at the utility owner's convenience, either during or in advance of construction. If the Contractor discovers the presence of any utilities at the Project site, it shall immediately so notify the Engineer in writing. Unless otherwise specified, it shall be the Contractor's sole responsibility to coordinate, schedule, and pay for Work performed by the utilities.
- C. The right is reserved to the Port and the utility owner to enter upon the Project site from time to time to make such changes as are necessary for the relocation of the utilities or to make necessary connections or repairs. The Contractor shall cooperate with the forces engaged in such Work and shall conduct its operations in such a manner as to avoid unnecessary delay or hindrance to the Work being performed by such other forces. Whenever necessary, the Contractor shall make timely arrangements with the utility owner for the coordination of the Work.
- D. When the Contractor wishes to have any rearrangement made to any utility or other improvement for the Contractor's convenience in order to facilitate the construction operation, which rearrangement is in addition to or different from the rearrangement indicated in the Contract Documents, the Contractor shall (after obtaining the Port's written approval of the proposed rearrangement) make whatever arrangements are necessary with the owners of such utility or other improvements for such proposed rearrangement and the Contractor shall bear all expenses in connection therewith.
- E. All costs incurred as a result of performance of the Contractor's obligations under this paragraph shall be considered incidental to the Contract and included in the Contract Sum; no increase in the Contract Sum or Contract Time will be granted. Loss of time, if any, suffered by the Contractor due to unreasonable delays in removal or relocation of any utilities by others may be considered in relation to a request by the Contractor for an adjustment to the Contract Time in accordance with paragraph G-07.03.
- F. If any underground utility not identified in the Contract Documents must be relocated to accommodate the Project, the Engineer will either arrange for the relocation of such utility or provide written authorization for the Contractor to do such Work. If the Contractor performs such Work, at the Port's option the Contractor will be paid for the Work by unit prices, if applicable, a price previously agreed to by the Engineer and the Contractor, or on a Force Account basis.
- G. R.C.W. 19.122.030 requires that the Contractor "call before you dig" not less than 48 hours before beginning excavation where any underground utilities may be located. The number to call in the Puget Sound region is 1-800-424-5555. The Contractor shall comply with this law and, in addition, shall utilize a locator service to locate utilities on Port property.

**G-04.13 Contractor to Comply with All Laws**

The Contractor shall at all times comply with all federal, state and local laws, ordinances, and regulations. Such compliance shall include, but is not limited to, the payment of all applicable taxes, royalties, license fees, penalties, and duties.

**G-04.14 Safety**

- A. The Contractor assumes full responsibility for and shall comply with all safety laws, regulations, ordinances and governmental orders with respect to the performance of the Work and shall be responsible for employing adequate safety measures and taking all other actions reasonably necessary to protect the life, health and safety of the public and to protect adjacent and Port-owned property in connection with the performance of the Work. The Contractor shall perform the Work in a manner to offer the least possible obstruction and inconvenience to the Port, its tenants, public and abutting property owners.

The Contractor shall have the sole responsibility for the safety, efficiency and adequacy of the Contractor's plant, appliances and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the Project site, including safety of all persons and property in performance of the Work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the

Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the Project site.

- B. In carrying out its obligations set forth in G-04.14A, Contractor shall consider establishing and supervising the following as part of its safety program:

1. a safe and healthy working environment;
2. an accident prevention program; and
3. training programs to improve the skill and competency of all employees in the field of occupational safety and health.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

- C. The Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions and amendments thereto; the provisions of the Washington Industrial Safety Act of 1973 (WISHA); and the requirements of the following chapters of the Washington Administrative Code:

1. Chapter 296-24 WAC General Safety and Health Standards.
2. Chapter 296-62 WAC Occupational Health Standards.
3. Chapter 296-155 WAC Safety Standards for Construction Work.

- D. In addition, the Contractor shall comply with the following requirements when they are applicable:

1. Chapter 296-44 WAC Safety Standards - Electrical Construction Code.
2. Chapter 296-45 WAC Safety Standards - Electrical Workers.
3. Local Building and Construction Codes.

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

- E. The Contractor shall maintain at the Project site office, or other well-known place at the Project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the Project site. Employees should not be permitted to work on the Project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

#### G-04.15 Disruptions Caused by Labor or Other Disputes

- A. Definition: The term "dispute" as used in this paragraph includes labor-related and nonlabor-related disputes, whether or not the persons or other entities involved in the dispute have an employment relationship with either the Contractor or the Port. Examples of such disputes include, but are not limited to, informational or other picketing, and all other forms of concerted or non-concerted activity.

- B. Required Contractor Actions: The Contractor will take all reasonable steps to prevent all disputes arising from the presence of or the performance of the Work by the Contractor, its Subcontractors, Sub-subcontractors or Suppliers, from disrupting the Project or otherwise interfering with access to Port property by the Port, its agents, employees, tenants or employees thereof, or other contractors engaged on or near the site of the Work. If such dispute disrupts the progress of the Work or interferes with access to Port property, the Contractor shall promptly and expeditiously take all reasonable action to eliminate or minimize such disruption or interference, including but not limited to: (a) utilizing all reasonable means to prevent all unlawful conduct or picketing, or to restrict all lawful picketing or other activities to a single entrance to Port property; (b) posting notices or signs which advise interested persons and labor organizations that a particular entrance to Port property is for the employees or "primary" or, as the case may be, "neutral" employers; (c) policing entrances to assure that only authorized personnel may use the same; (d) notifying all interested labor organizations of the "primary" or "neutral" status of particular entrances; (e) upon the request of the Port, altering or rerouting the access to the site(s) of the Work; and (f) in the event any such picketing or activity is unlawful or has a secondary impact upon the employees of neutral employers, tenants or their suppliers or Contractors, promptly and expeditiously taking appropriate action to seek recourse through the appropriate governmental agency or state or federal courts to limit the location of such picketing so as to reduce the impact thereof upon neutral employers.

The Port will cooperate with the Contractor to accomplish the foregoing actions and will render its assistance where appropriate; however, the Port shall have the right, without providing additional compensation to the Contractor, to direct the Contractor to modify any of the foregoing actions

which the Contractor has taken or plans to take, or to overrule such actions, to designate the entrances to be used as "primary" or "neutral" entrances, and to take appropriate legal action in order to protect the interests of the Port and those of its tenants and other Contractors. The foregoing actions to be taken by the Contractor are the Contractor's primary responsibility. Neither the failure of the Port to request that the Contractor take a specific action nor the exercise by the Port of its rights under this paragraph shall modify or constitute a defense to or waiver of the obligations imposed upon the Contractor in this paragraph.

Failure to take the action described above or to comply with the directives of the Port shall be considered a material breach of the Contract Documents.

- C. If and to the extent that the Contractor fails to satisfy the obligations imposed on it by subparagraph B of this paragraph, the Contractor shall be liable for and defend, indemnify and hold harmless the Port, Commission, Engineer, and all other officers, employees, and agents of the Port from all liability, claims, damages, losses, and expenses (including but not limited to, attorneys' and consultants' fees and other expenses of litigation or arbitration) brought against the Port by a third party (including, but not limited to, lessees, tenants, contractors, customers, licensees and invitees of the Port) for injunctive relief or for monetary losses caused by loss of use, lost revenue, or interference with the activities of the Port or such third party.
- D. The Contractor shall pay all attorneys' fees and expenses incurred by the Port in establishing and enforcing the Port's rights under this paragraph, whether or not suit was instituted.

#### G-04.16 Progress Schedule

- A. Promptly after the award of the Contract, the Contractor shall prepare a Progress Schedule in a form satisfactory to the Engineer. Within ten (10) days after issuance of the notice of award, the Contractor shall submit six (6) copies of the Progress Schedule to the Port. Failure of the Contractor to submit a proposed Progress Schedule in a form satisfactory to the Engineer within the allowed time will not constitute grounds for an extension of the Contract Time.
- B. Unless otherwise specified, the Progress Schedule shall consist of a network analysis of the Critical Path Method (CPM) in arrow diagram form showing an activity description, cost, activity precedence, and duration (in calendar days) for all significant design, manufacturing, construction, and installation activities. An activity list shall be included with each copy of the Progress Schedule.
- C. Within ten (10) days after its receipt by the Port, two (2) copies of the Progress Schedule will be returned to the Contractor. These copies will be returned with comments, if any, following review by the Port. Review by the Port of the proposed Progress Schedule shall not constitute an approval of the Contractor's construction means, methods, sequences, or schedule.
- D. The Progress Schedule shall outline the proposed operations, the interrelations of the various operations, and the order of performance in sufficient detail that progress of the Work can be evaluated accurately at any time during the performance of the Work. If abbreviations are used in the make-up of the Progress Schedule, a legend shall be provided to define all abbreviations.
- E. If milestone completions are required by the Contract Documents, then those milestones shall be clearly defined on the Progress Schedule.
- F. Should it become evident that the Contractor may fail to meet the scheduled dates as shown; the Engineer may require the Contractor to submit a recovery schedule demonstrating its proposed plan to make up lag in scheduled progress and to ensure completion of the work within the Contract Time. The Contractor may be required at Contractor's own expense to submit a revised Progress Schedule and to increase Contractor's work force and working hours (second and third shifts) as required to bring the actual completion dates of the activities into conformance with the Progress Schedule. Further, Contractor shall submit a revised Progress Schedule at no cost to the Port when, in the opinion of the Engineer, Contractor's sequence of Work varies significantly from that shown on the Progress Schedule. The Port reserves the right to withhold progress payments until such time as an approved modified Progress Schedule in a form satisfactory to the Engineer has been provided by the Contractor.
- G. Failure of the Contractor to substantially comply with the requirements of this Paragraph may be considered grounds for a determination by the Port that the Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified, and to take whatever action the Port deems necessary and appropriate under Article G-10.

#### G-04.17 On-Site Documents

- A. The Contractor shall maintain at the Project site, in good order for ready reference by the Engineer, one complete record copy of the Contract Documents, including the Addenda, Change Orders, and all working drawings, Progress Schedule, and other approved submittals.

- B. The Contract record drawings shall be marked to truly record all changes made during construction, i.e., the "as-built" conditions. The location of all existing or new underground piping, valves and utilities, and obstructions as located during the Work, shall be appropriately marked on the ground until the Contractor incorporates the actual field location dimensions and coordinates into the Project's record drawings. The Project's record drawings shall be updated on a weekly basis and before elements of the Work are covered or hidden from view. After the completion of the Work or portions of the Work and before requesting final inspection, the record copy of the Drawings shall be given to the Engineer.

**G-04.18 Working Drawings, Product Data, Samples, and other Submittals**

- A. The Contractor shall review and submit all working drawings, product data, samples and other items required by the Contract Documents to be submitted to the Port accompanied by a "shop drawing transmittal" form. Such submittals shall be given to the Port in a complete and final form at least 30 days prior to any Contractor need for review response or such other longer time that may be needed to allow time for detailed review by the Port or others. The Contractor shall take into account sufficient time for the possibility of rejection of the submittal, needed revisions, and resubmittal review time.
- B. By submitting working drawings, product data, and samples, the Contractor represents that it has determined and verified all materials, field measurements, and related field construction criteria are in accordance with the Contract Documents, and that the Contractor has checked and coordinated the information contained within the submittal with the requirements of the Work and the Contract Documents. The costs incurred by the Port to review resubmitted working drawings, product data, and samples may be offset from any monies due the Contractor when the Contractor has failed to comply with this Subparagraph.
- C. Review by the Port of the Contractor's working drawings, product data, or samples shall not relieve the Contractor of responsibility for the accuracy of dimensions and details. Such review shall likewise not constitute acceptance by the Port of the correctness or adequacy of such submittals, nor shall it constitute a representation or warranty by the Port that the drawings will satisfy the requirements of the Contract Documents. The review of a specific item shall not indicate approval of an assembly in which the item functions. The Port's review of a submittal shall not relieve the Contractor from responsibility for errors or omissions in the submittals.
- D. Any Work delayed by reason of a properly rejected submittal is deemed to be entirely the Contractor's risk, and shall not be the basis for a claim by the Contractor for additional compensation or an extension of Contract Time. Drawings marked "subject to change" or the like will not be reviewed. The Port is not required to review submittals that depend for their review on other submittals not yet submitted. See paragraph G-03.04.
- E. When resubmitting a submittal, the Contractor shall direct specific attention, in writing or on the resubmittal itself, to all revisions it has made.
- F. No portion of the Work requiring submittal of a working drawing, product data, or sample shall be commenced until the submittal has been approved by the Port as provided in paragraph G-03.04. All portions of the Work involving submittals shall be performed in accordance with the approved submittals.

**G-04.19 Cutting, Fitting, and Patching of Work**

- A. The Contractor shall be responsible for all cutting, fitting, patching or such other altering as may be required to complete the Work, or to make its several parts fit together properly.
- B. The Contractor shall not damage or endanger any portion of the Work, other work of the Port, or that of any separate contractor's by cutting, fitting, patching or other altering of any work, or by excavation. The Contractor shall not alter any of the work of the Port or any separate contractor without written authorization from the Port.

**G-04.20 Inspection of the Work**

The Engineer or Engineer's authorized representative shall have the right but not the obligation to inspect the Work, and to reject and refuse all labor and materials or methods of application, or any part thereof, that does not comply in kind, quality or material with the requirements of the Contract Documents. Any labor or material rejected, as not conforming to the Contract Documents shall be promptly removed, and labor and materials, which do so conform, shall be furnished and delivered in place thereof.

**G-04.21 Uncovering of Work**

- A. If any portion of the Work should be covered prior to inspection called for by law or as required by the Contract Documents, the Contractor shall, upon request of the Engineer, uncover or remove the Work for inspection by the Engineer or other governmental representatives, and replace the Work to the standard required by the Contract Documents, all at the Contractor's expense.

- B. If any other portion of the Work has been covered or completed, the Contractor shall, upon the request of the Engineer, remove or uncover such Work for the Engineer's observation. The Contractor shall subsequently restore that portion of the Work to the standard required by the Contract Documents.

**G-04.22 Correction of Work**

- A. The Contractor shall, at no additional expense to the Port, promptly correct all Work which is defective or otherwise fails to conform to the requirements of the Contract Documents. Such Work shall be corrected even though it was previously inspected by the Port, payment for it was included in a progress payment, whether or not it was completed, and whether or not it was observed before or after the date of Substantial Completion.
- B. If, within one year after Substantial Completion of the Work (except as otherwise may be provided pursuant to subparagraph C of paragraph G-08.08), or within such longer period of time as may be prescribed by law or by the terms of any applicable additional warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in conformance with the Contract Documents, the Contractor shall, at its cost, promptly correct such defective or non-conforming Work after receipt of written notice from the Port to do so. The obligation of this subparagraph shall survive termination of the Contract.
- C. If the Contractor refuses or neglects to correct the defects as the Engineer may direct, then the Port may obtain, use and employ materials, labor, tools and implements to do the same and the expense thereof shall be deducted from moneys which may otherwise be then due or thereafter may become due to the Contract, or the Port may terminate this Contract as provided in paragraph G-10.06.
- D. Work corrected by the Contractor shall also be subject to the provisions of this paragraph to the same extent as Work originally performed and for an additional one-year period. Such one-year time period shall commence upon the acceptance by the Port of the corrected Work.
- E. Nothing contained in this paragraph G-04.22 shall be construed to establish a period of limitation with respect to any other obligation imposed on the Contractor by the Contract Documents or law, including the obligations imposed by paragraph G-04.09. The establishment of the time period of one year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct defective or non-conforming Work, and bears no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to obligations imposed on it by the Contract Documents or as otherwise may exist in law.
- F. The Port may, at its sole option, elect to retain defective or nonconforming Work. In such case, the Port shall reduce the Contract Sum in a reasonable amount to account for such defect or non-conformance.

**G-04.23 Responsibility for Work**

All Work performed under the Contract and all materials to be incorporated in the Work, whether in storage or on the Project site and whether under the care, custody and control of the Contractor, Subcontractors, or Sub-subcontractors, shall be at the sole risk of loss and responsibility of the Contractor until Final Completion of the entire Project, except as may be limited by the Engineer in writing for the period following Substantial Completion of the Work or designated portion thereof as provided in subparagraph G-08.08B. Damage from any cause to either permanent or temporary Work, utilities, materials, equipment, existing structures, the Project site, and other property owned by the Port or others, shall be repaired by the Contractor to the satisfaction of the Engineer at no additional cost to the Port. At no time during the execution of this Contract shall the Contractor direct Port staff or Port agents to assist in the execution of the Work.

**G-04.24 Hazardous Materials**

The Contractor shall exchange Hazardous Materials information to prevent injury or illness to Port or Contractor personnel, to comply with WISHA WAC 296-62-054.

- 1. The Port has available to the Contractor the following:
  - a. A list of all known Hazardous Materials in use at the Port. Information on each can be obtained by reviewing the Material Safety Data Sheets (MSDS).
  - b. Precautions to be taken to lessen the possibility of exposure.
- 2. The Contractor will:

- a. Notify all subcontractors and/or suppliers of any Hazardous Materials the Port may have on site.
  - b. Label any Hazardous Materials brought on site as to contents, hazard warning, name and address of manufacturer.
  - c. Provide the following written information, prior to commencement of Work:
    - 1) A list of Hazardous Materials to be used during the construction phase of the Work, along with the MSDS's.
    - 2) A list of any Hazardous Materials that have been incorporated into the project and will remain on site, along with the MSDS's.
3. Contractor shall not cause or permit any "Hazardous Materials" (as defined herein) to be brought upon, kept or used in or about the job site except to the extent such Hazardous Materials are necessary for the prosecution of the Work or are required pursuant to the Contract Documents. Removal of such Hazardous Materials shall be undertaken within twenty-four (24) hours following Port's demand for such removal. Such removal shall be undertaken by Contractor at its sole cost and expense, and shall be performed in accordance with all applicable laws. Any damage to the Work, the job site or any adjacent property resulting from the improper use, or any discharge or release of Hazardous Materials shall be remedied by Contractor at its sole cost and expense, and in compliance with all applicable laws. Contractor shall immediately notify Port of any release or discharge of any Hazardous Materials on the job site. Contractor shall be responsible for making any and all disclosures required under applicable "Community Right-to-Know" laws. Contractor shall not clean or service any tools, equipment, vehicles, materials or other items in such a manner as to cause a violation of any laws or regulations relating to Hazardous Materials. All residue and waste materials resulting from any such cleaning or servicing shall be collected and moved from the job site in accordance with all applicable laws and regulations. Contractor shall immediately notify Port of any citations, orders or warnings issued to or received by Contractor, or of which Contractor otherwise becomes aware, which relate to any Hazardous Materials on the job site. Without limiting any other indemnification provisions pursuant to law or specified in this Contract, Contractor shall indemnify, defend (at Contractor's sole cost, with legal counsel approved by Port) and hold Port harmless from and against any and all such claims, demands, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs and expenses in removing or remediating the effect of any Hazardous Materials on, under, from or about the job site, arising out of or relating to, directly or indirectly, Contractor's failure to comply with any of the requirements of this Subparagraph G-04.24.3.

**G-04.25 Clean-up**

- A. At all times, and as may specifically be requested by the Engineer, the Contractor shall clean-up and remove all refuse resulting from the Work in order that the Project site remains free from an accumulation of construction debris. Upon failure to do so within 24 hours after request by the Engineer, such clean-up Work may be done by the Port and the cost thereof shall be charged to the Contractor and deducted from the Contract Sum.
- B. Upon completion of the Work and before final inspection, the Contractor shall clean the entire Work premises occupied or used in connection with the Work of all rubbish, surplus and discarded materials, false work, temporary structures, equipment, and debris. The entire Work premises shall be left in a clean, neat, and presentable condition. The Contractor shall not remove warning, regulatory, or guide signs prior to Final Completion except as requested by the Engineer.

**G-04.26 Protection of Work During Suspension**

In preparation for and during any suspension of Work as provided in paragraph G-10.03, the Contractor shall take every precaution to prevent damage to, or deterioration of, the Work. Except as provided elsewhere in the Contract Documents, the Contractor shall be responsible for all damage or deterioration to the Work during the period of suspension and shall, at its sole expense, correct or restore the Work to a condition acceptable to the Engineer prior to resuming Work. A suspension of Work shall not relieve the Contractor of any of its responsibilities under the Contract Documents.

**G-04.27 Survey**

All benchmarks and construction survey shall be accomplished by the Contractor unless otherwise provided in the contract.

**G-04.28 Archeological Items**

If resources of potential archeological significance are encountered during construction or excavation, the following steps shall be taken.



- A. The Contractor will immediately stop work in the vicinity of the find and notify the Port's Project Manager.
- B. 24-Hour security will be arranged by the Port.
- C. The Port and its Contractor shall work with a professional archaeologist to resume construction as soon as possible without compromising the archeological find.

**G-04.29 Gratuities**

The Contractor shall not extend any loan, gratuity, or gift of money or services in any form whatsoever to any employee or officer of the Port or Port consultant, nor shall the Contractor rent or purchase any equipment, materials, or services from any employee or officer of the Port or Port consultant.

**G-04.30 Notice and Detailed Breakdown of Claim**

- A. Notice. If unforeseen conditions or changes in the Work arise for which the Contractor believes an equitable adjustment in time or money or any other adjustment in Contract Time or Contract Sum is or will be due, the Contractor shall give the Port immediate oral notice followed by written notice within seven (7) days of such event, which notice in all events must be given and the Engineer's direction received prior to performing the Work which Contractor believes entitles it to such adjustments. Such notice must identify in detail the basis for the claim. The date such written notice is received by the Port shall define the start of time for any purpose regarding the claim.
- B. Detailed Breakdown. Within 30 calendar days of the Port's receipt of written notice above, the Contractor shall provide the Port with a written breakdown of all of the elements and sub elements of the claim detailing the increase in the Contract time or Contract Sum being sought.
- C. A request for an equitable adjustment Contract Sum shall be based on written notice delivered to the Port within seven (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.
- D. Failure to give such written notice shall, to the extent Port's interests are prejudiced, constitute a waiver of contractor's right to an equitable adjustment.

**G-04.31 Prerequisite to Suit**

No legal action against the Port may be filed on account of a claim or other liability arising, out of or related to the Project unless:

- A. the requirements of paragraph G-04.30 have been complied with, and
- B. the procedures of paragraph G-09.05 have been exhausted, and
- C. the lawsuit is filed and served on the Port within 180 days of the date of Substantial Completion. The Contractor's failure to strictly comply with all requirements of this section shall be a complete bar to any claims, suit or cause of action against the Port.

**G-04.32 Responsibility for Damage**

- A. The Contractor shall bear sole responsibility for any pollution which may occur as a result of its operations, including but not limited to soil, air, water, noise, light, or other pollution, including but not limited to any costs (including attorneys' and consultants' fees), penalties, or other liabilities imposed or sought to be imposed as a result of such pollution.
- B. The Contractor shall protect from damage all private, public, and Port-owned utilities, including but not limited to communication lines, power lines, sewer and water lines, railroad tracks and appurtenances, traffic lighting and signal systems, and similar facilities.
- C. The Contractor shall be responsible for damage to the Work caused by winds, storms, or other causes, and must make good any defects arising from or discovered in the Work until Final Completion of the Work.

**G-04.33 Indemnification**

- A. The Contractor shall defend, indemnify and hold the Port, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Port.
- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Port, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the

indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- C. The Contractor shall pay all attorney's fees and expenses incurred by the Port in establishing and enforcing the Port's rights under this paragraph, whether or not suit was instituted.

#### ARTICLE G-05

#### SUBCONTRACTORS AND SUPPLIERS

##### G-05.01 Contractor is Responsible for Actions of Subcontractors and Suppliers.

The Contractor is fully responsible for the acts and omissions of all Subcontractors, Sub-subcontractors, Suppliers, and all other persons performing a portion of the Work.

##### G-05.02 Award of Contracts to Subcontractors and Suppliers

- A. The Contractor shall, if required by the Contract Documents, submit to the Engineer in writing the identity of subcontractors and suppliers proposed to furnish materials or equipment specifically designed for this Project. This list shall be provided to the Port not more than ten (10) days after Notice of Award. The Engineer will respond to the Contractor within ten (10) days in writing stating whether or not the Port has an objection to any such proposed subcontractor or supplier. Failure of the Engineer to respond shall constitute notice of no objection. If at any time during the performance of the Work the Contractor wishes to make a substitution for a proposed subcontractor or supplier, the Contractor shall first give the notice required above, and the Port may object to such proposed substitution within ten (10) days of being so notified.
- B. The Contractor shall not enter into a contract with a proposed subcontractor or a supplier of specifically designed equipment to whom the Port has made reasonable objection pursuant to subparagraph A of this paragraph. Likewise, the Contractor will not be required by the Port to contract with an entity to whom the Contractor has a reasonable objection.
- C. The award of a subcontract or contract for the supplying of materials or equipment by the Contractor does not create a contract between the Port and the Subcontractor or Supplier. Except as otherwise set forth by statute, Subcontractors and Suppliers shall have no rights whatsoever against the Port by reason of their contract with the Contractor. The foregoing provision shall apply with equal force to Subcontractors, Sub-subcontractors, Suppliers, and all other persons otherwise engaged to do any portion of the Work.
- D. When a portion of the Work, which has been subcontracted by the Contractor, is not being prosecuted in accordance with the Contract Documents, the Contractor shall, on the written request of Engineer, take immediate steps to correct the deficiency or remove the Subcontractor, or Sub-subcontractor, from the Project. In the event of removal, the removed Subcontractor, or Sub-subcontractor, shall not be further employed in the Work.
- E. The Contractor shall make available to each Subcontractor, Sub-subcontractor and Supplier, prior to execution of contracts by the same, a copy of the Contract Documents to which the Subcontractor, Sub-subcontractor, or Supplier is to be bound.
- F. The Port reserves the right to obtain copies of any Subcontractor, Sub-Subcontractor and Supplier agreements at any tier from the Contractor.

##### G-05.03 Subcontractor and Supplier Relations

By an appropriate agreement, the Contractor shall require that each Subcontractor and Supplier, to the extent of the Work to be performed by that Subcontractor or Supplier, be bound to the Contractor to perform such portion of the Work according to the terms of the Contract Documents and to assume toward the Contractor all of the obligations which the Contractor assumes toward the Port under the Contract Documents. Such agreement shall preserve and protect the rights of the Port with respect to the Work to be performed by the Subcontractor or Supplier so that the Contracting thereof by the Contractor to others will not prejudice the Port's right to have the Work performed in accordance with the Contract Documents. The Contractor shall require each Subcontractor and Supplier to enter into similar agreements with all Sub-subcontractors and Suppliers, so that this requirement shall be applicable to Sub-subcontractors and Suppliers at all tiers.

Each subcontract agreement for a portion of the Work is hereby assigned by the Contractor to the Port provided that:

1. The assignment is effective only after termination by the Port for cause pursuant to section G-10.06 and only for those subcontracts which the Port accepts by notifying the Subcontractor or Supplier in writing; and
2. After the assignment is effective, the Port will assume all future duties and obligations toward the Subcontractor or Supplier which Contractor assumed in the subcontract agreement.
3. The assignment is subject to the prior rights of the surety, if any, under any bond in accordance with the Contract Documents.

#### ARTICLE G-06

##### NON-DISCRIMINATION

###### G-06.01 Comply with all laws

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

###### G-06.02 Minority Business Enterprise/Women Business Enterprise Participation.

- A. The policy of the Port of Port Angeles is to provide and promote the maximum lawful, practicable opportunity for increased participation by Minority and Women's Business Enterprises in contracting and procurement processes with the Port.
- B. Definitions for the minority groups protected by the Civil Rights Act of 1964 and women will be those used by the State of Washington, Office of Minority and Women Business Enterprises.

#### ARTICLE G-07

##### TIME

###### G-07.01 Contract Time

- A. The Contract Time is that period of time allotted in the Contract Documents, as adjusted by Change Orders, for Contractor to achieve Substantial and/or Final Completion of the Work as more fully set forth in the Contract Documents.
- B. The Contract Time starts as set forth in the Supplementary Conditions.
- C. Substantial Completion occurs when the Port can use or occupy the Work for the use for which it is intended, and when all documentation required to operate the facility constructed has been properly submitted to the Port in accordance with the Contract Documents. Such documentation shall include but is not necessarily limited to:
  1. Maintenance and Operations manuals;
  2. Warranties;
  3. Submittals required by the Specifications; and
  4. Occupancy permits and related approvals by any authority with jurisdiction for same.
- D. Final Completion occurs when all requirements of the Contract Documents have been properly and completely fulfilled including but not limited to:
  1. Completion of, reinspection and Port approval of all Punch List items;
  2. Submittal of final invoice and approval by the Engineer;
  3. Submittal of list of all subcontractors and MWBE suppliers used on the project and the amount paid to each;
  4. Submittal of all properly completed as-built record drawings; and
  5. Submittal of any other documents required by the Contract Documents.
- E. Acceptance is the formal action of the Port Commission accepting the Work as complete.

###### G-07.02 Progress and Completion

- A. All time limits stated in the Contract Documents are of the essence of this Contract.

- B. The Contractor shall begin the Work as set forth in the Supplementary Conditions and shall diligently prosecute the Work with adequate equipment and forces in order to bring the Work to completion within the Contract Time.

**G-07.03 Extension of Time**

- A. Reasonable Delays. The Contractor should anticipate that some reasonable delays, including those caused by normal weather patterns, may occur. The Contractor shall not be entitled to any compensation, damages, or extension of the Contract Time for such reasonable delays.
- B. Excusable Delays. For Excusable Delays the sole and exclusive remedy of the Contractor will be an equitable extension of time allowed for completion. The Contract Time may be extended without compensation by the Port for a period equivalent to the time that the Contractor was delayed in the Work by one or more of the following causes, beyond the control of the Port and the Contractor, occurring during the performance of the Work:
  - 1. Fire or other casualty for which the Contractor is not at fault or otherwise responsible;
  - 2. Strike, riot, war, or civil disorder;
  - 3. Suspension of Work due to unusual and severe weather;
  - 4. Delay cause by another contractor in the performance of a contract with the Port;
  - 5. Suspension of Work due to other unsuitable conditions in accordance with paragraph G-10.03.
- C. Unreasonable Delays. Extensions of Contract Time, if any, shall be determined by the Engineer. Time extensions will be allowed only to the extent that completion of the Work is unreasonably delayed through no fault of the Contractor, which must in all cases be substantiated by impact to the critical path on the Progress Schedule. Any extension of the Contract Time by the Port will be set forth in a Change Order, which shall specify the calendar days by which the Contract Time is to be increased.
- D. No extension of time shall be allowed for any claimed delay which is caused by or results from concurrent delay or the fault, negligence, or collusion of the Contractor, or its Subcontractors, Sub-Subcontractors, Suppliers, or any others, or any of their acts or failure to act or to timely perform the Work according to the Contract. Failure to make timely submittals to the Port, procure materials or workmen or perform the Work in accordance with the requirements of the Contract Documents or to adequately plan for such functions will not be an adequate reason for an extension of Contract Time.
- E. In no event shall the Contractor be entitled to loss or damage, including a change in Contract Sum for any delay in the Contractor's prosecution of the Work, even if such delay is caused by the Port, except to the extent such acts or omissions of the Port result in a delay to the Project's critical path, in which case the Contractor may receive an adjustment to the Contract Sum. Any request for such cost shall be established and documented by the Contractor in detail to the satisfaction of the Engineer in accordance with Paragraph G-09.03, Compensation for Changes.
- F. If the Contractor fails to fully comply with paragraph G-04.30, its claim for an extension of Contract Time or adjustment to the Contract Sum on account of such claimed delay is waived.

**ARTICLE G-08**

**PAYMENTS, COMPLETION AND ACCEPTANCE**

**G-08.01 All Payments Subject to Applicable Laws**

- A. All payments made to the Contractor are subject to all laws applicable to the Port.
- B. The Port shall not make any payments to the Contractor under this Contract until approved Statements of Intent to Pay Prevailing Wages have been filed with the Port as required by paragraph G-04.05 and R.C.W. 39.12.040. By submitting an invoice, Contractor certifies that wages have been paid in accordance with the approved Statements of Intent.

**G-08.02 Scope of Payment**

- A. The Contractor shall be compensated as provided for in the Contract Documents for performing all of the Work in accordance with the Contract Documents, including changes made to the Work by Change Order. Payment of the Contract Sum shall constitute the full compensation to the Contractor for performance of the Work, including all risk, loss, damages, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, and for all reasonable

expenses properly incurred in the event and consequence of a suspension or discontinuance of the Work pursuant to the Contract Documents.

- B. The Port need not pay for work done beyond lines and grades established by the Engineer, or extra work or materials furnished without prior written approval of the Engineer. The Port may order such unauthorized work to be removed at no expense to the Port.

**G-08.03 Retained Percentage (Retainage)**

In accordance with Chapter 60.28 R.C.W., the Port will retain five (5) percent of each monthly progress payment. For purposes of Chapter 60.28 R.C.W. "completion" shall mean Final Completion.

**G-08.04 Progress Payments**

- A. Progress payments will be made following the Contractor's request therefore once each month during the Contract Time; payment shall be based upon invoices approved by the Engineer.
- B. Within eight (8) days after receipt of the progress payment invoice, the Engineer will review the request and either approve the request, or indicate in writing to the Contractor specific reasons why part or all of the payment is being withheld and what remedial action the Contractor must take to receive the withheld amount. If the Engineer recommends payment the Port will, within thirty (30) days of receipt of the Contractor's properly completed invoice, pay the Contractor's progress payment subject to retention requirements.
- C. If the Engineer does not concur with the invoice, the Contractor may make the changes necessary to obtain the Engineer's concurrence and resubmit the progress payment request. If the Engineer recommends payment, the Port will, within thirty (30) days after the Contractor satisfactorily completes the remedial actions identified in the Engineer's rejection of the payment request, pay the Contractor's progress payment.
- D. Payment shall be based upon the actual quantities of Work performed according to the Contract Documents. Quantities will be determined as percentages of each scheduled activity for lump sum Contracts. Where the Contract provides for unit prices, quantities will be determined by the actual measurement of completed units in accordance with the Contract Documents.
- E. Payment requests shall be accompanied by a complete revised construction schedule in accordance with Article 04.16.
- F. The Contractor is required to make payment to all Subcontractors and all Suppliers within ten (10) calendar days from the receipt of all progress payments for all the Work included in the progress payments. Furthermore, the Contractor shall require all subcontracts issued under this contract to all Subcontractors and Suppliers at all tiers to also make all due payments within ten (10) calendar days of their receipt of payment. The Contractor must justify to the Port in writing any intent to withhold payment of monies due to any Subcontractor or Supplier within the same ten (10) calendar days.
- G. The Contractor shall supply with each payment request the Port's form of certification signed by a corporate or company officer. This certification shall attest that all payments by the Contractor due to Subcontractors or Suppliers from the last payment estimate have been made within the ten (10) calendar days payment period. The certification shall attest that the Contractor will make payment within ten (10) calendar days of all obligations due from the current payment estimate. The Contractor is required to receive the same certification from all Subcontractors and Suppliers at all tiers. No progress payments will be processed until the Contractor's certification is received.

**G-08.05 Payment for Stored Materials**

- A. On-site Materials: At the Engineer's sole option, a progress payment may include payment for permanent materials or equipment to be incorporated into the Work if approved in advance by the Engineer and properly stored and safeguarded on the site.
- B. Off-site Materials: At the Engineer's sole option, a progress payment may also include payment for permanent prefabricated materials or specifically designed equipment to be incorporated into the Work if approved in advance by the Engineer and properly stored, even though off-site. The maximum allowable payment for such off-site material will be eighty-five percent (85%) of the invoice price for the material.
- C. Any payment for materials or equipment stored on or off the site but not yet incorporated into the Work shall be based upon the cost of the materials or equipment as determined by the Port considering invoices to the Contractor, bills of sale, or by such other means satisfactory to the Engineer and which will establish the Port's title to such materials or equipment and otherwise protect the Port's interest. This shall include provisions for insurance and transportation to the site in the case of materials and equipment stored off the site.

**G-08.06 Payment for Work Done on a Force Account Basis**

- A. Whenever, under the terms of the Contract, work, materials, or equipment are to be paid for on a Force Account basis, the amount of such payment shall be certified in writing on a daily basis by agreement of Contractor and the Engineer. Claims for Work done on a Force Account basis may be submitted for payment at any time subsequent to the performance of the Force Account Work; however, all such claims must be made before Final Completion, or they are waived. Payment for Force Account Work shall be determined as follows:
1. Labor:

For all labor, including such foreman supervision (but excluding the superintendent and project manager) as may be necessary upon any particular operation, the Contractor shall be paid an amount equal to the sum of the following:

    - a. Weighted Wage Rate

The agreed weighted wage rate for all labor used shall include and be restricted to the current certified basic wage plus fringe benefits made the obligation of the Contractor by a collective bargaining agreement or other employment agreement, and benefits paid on an account of such labor by the Contractor pursuant to the:

      - 1) Federal Insurance Compensation Act (FICA);
      - 2) Federal Unemployment Tax Act (FUTA); and
      - 3) State Unemployment Compensation Act (SUCA).
    - b. Travel Allowance and/or Subsistence

The Contractor shall be reimbursed the actual costs of travel and subsistence allowances paid to laborers engaged upon the Work when such allowances are required by the terms of employment for such laborers.
    - c. Industrial Insurance and Medical Aid Premiums

The Contractor shall receive reimbursement for industrial insurance premiums as may be required under State or federal statutes, and medical aid premiums which become an obligation of the Contractor and are chargeable to the labor performed on the Work to be paid for on a Force Account basis. The rate of compensation for the above premiums shall be a composite rate based upon the full premium for Industrial Insurance and one-half the premium for medical aid, which premiums are prescribed by the regulatory body for the Contractor, Subcontractor, Sub-subcontractor, or other person actually performing the Force Account Work. This composite rate may be adjusted upon request to conform with adjustment prescribed by the regulatory body.
    - d. Overhead and Fee

The Contractor shall be reimbursed in an amount equal to Fifteen percent (15%) of the sum of the items listed in subparagraphs a, b, and c above for the Contractor's overhead and fee, bonds, all insurance (except as specified in subparagraph c above), and all other costs incurred in supplying such labor.
  2. Materials
    - a. For all materials furnished by the Contractor for the Work, payment shall be made in the amount of the actual invoice cost for such materials, including actual freight and express charges and applicable taxes less all offered or available discounts and rebates, notwithstanding the fact that they may not have been taken by the Contractor. To the above-determined cost shall be added a sum equal to fifteen percent (15%) for overhead, fee, bonds, insurance, and all other costs incurred in supplying such materials.
    - b. The Contractor shall furnish to the Port, as support for all charges for materials, valid copies of supplier invoices, including freight and express bills. As to such materials as may be furnished from the Contractor's own inventory for which an invoice is not available, the Contractor shall furnish a sworn affidavit certifying its actual cost of such materials.
    - c. If, in the opinion of the Engineer, the Contractor's cost of such materials furnished is excessive or if the Contractor does not furnish satisfactory evidence of its costs, the Port reserves the right to establish the cost of all or part of such materials at the lowest current wholesale prices less all applicable discounts and exemptions at which said materials are available in the quantities required to be furnished pursuant to the Contract Documents.

- d. The Port reserves the right to furnish such materials to the Contractor as it deems advisable, and the Contractor shall have no claim for any costs, overhead, or fee on such materials.

3. Equipment

- a. For any machine-power tools or equipment, except small tools, which the Engineer deems necessary for the Contractor to use, payment shall be made in accordance with the rates stated in the "AGC-Washington State Department of Transportation Equipment Rental Agreement", in effect at the time such tools or equipment were used, subject to reduction under subparagraph b below.
- b. The rates stated in the "AGC Washington State Department of Transportation Equipment Rental Agreement," are the maximum rates allowable for equipment of modern design and in good working condition, and include and are full compensation for overhead, fee, bonds, and for furnishing all fuel, oil, lubrication, repairs, maintenance, insurance, and all other costs incidental to the furnishing of such tools and equipment, except for the labor to operate the same. The stated compensation for use of tools or equipment not of modern design or not in good working conditions shall be reasonably reduced as determined by the Engineer. If equipment is required for which a rental rate is not included in the current schedule, an agreed rental rate shall be established for that equipment based upon the same elements of costs used in establishing the current schedule or rental rates. Such rates must be approved by the Engineer prior to use of the equipment on the Force Account work.
- c. A current "AGC-Washington State Department of Transportation Equipment Rental Agreement" is maintained at each district office of the Department of Transportation and at each of the offices of the Associated General Contractors of America.
- d. If the necessary equipment is not already at the site of the project and it is not anticipated that it would be required for the performance of other Work under the terms of the Contract, the Contractor will be paid in accordance with the terms and conditions specified in the then current "AGC-Washington State Department of Transportation Equipment Rental Agreement".
- e. Overhead and Fee  

The Contractor shall be reimbursed in an amount equal to Fifteen percent (15%) of the sum of the items listed in subparagraphs a. thru d. above for the Contractor's overhead and fee, bonds, all insurance, and all other costs incurred in supplying such labor.

4. Subcontractors

When Work is performed on a Force Account basis by Subcontractors, the Contractor will be allowed an additional markup based on the following schedule:

- a. First \$10,000.00 of Work done on each Change Order by Subcontractors (less Subcontractor markups for overhead and fee) the Contractor will be allowed ten percent (10%) supplemental markup.
- b. All Work in excess of \$10,000.00 done by Subcontractors on each Change Order (less Subcontractor markups for overhead and fee) the Contractor will be allowed a five percent (5%) supplemental markup.

The ten percent supplemental markup shall apply to the first \$10,000.00 accumulated total of all Force Account Work performed by all subcontractors on any single change order.

5. Sub-subcontractors

- a. The provisions of this subparagraph as applicable to the Contractor shall also be applied in the same manner to Subcontractors at each tier.
- b. The payment provided for in subparagraph A.1 through A.5 of this paragraph shall constitute full compensation for all Work done on a Force Account basis, for all delays related in any way to the change requiring the Work done on Force Account basis or which may result from the performance of such changed Work. Such payment shall cover all costs of labor, materials, equipment, overhead, fee, damages, if any, and all other costs or expenses, of whatever kind or type, which are occasioned either directly or indirectly, including payments required under the Social Security Act, State Unemployment Compensation Act, occupational tax,

and any other federal or state insurance policies, and for the use of small tools and equipment for which no rental is allowed.

6. No compensation for Work performed on a Force Account basis shall be paid unless the Engineer provided prior written direction to the Contractor to perform the Work on such a basis. No Work shall be considered to be Force Account work which can be measured and paid for at the unit price in the Schedule of Prices.

#### G-08.07 Payment for Changes

Compensation for Changes in the Work as provided in a Change Order will be made in accordance with the payment provisions of the Contract Documents.

#### G-08.08 Substantial Completion

- A. A portion of the Work will be considered for Substantial Completion prior to completion of the entire Work only if such portion is specifically so designated in the Contract Documents or the Engineer determines that it is in the best interest of the Port.
- B. When the Work, or a designated portion thereof, is considered by the Contractor to be substantially complete and the Contractor has submitted the documents required by subparagraph G-07.01C, the Contractor may request that the Engineer schedule an inspection. With the request the Contractor shall provide a preliminary list of items to be completed or corrected in order to make the Work comply with the Contract Documents. The Engineer will review the list and determine whether the Work is ready for inspection. The Engineer will perform the inspection together with the Contractor. The preliminary list, as revised during the inspection, is referred to as the Punch List. The Engineer may revise the Punch list at any time prior to Final Completion when items needing completion or correction are discovered.
- C. When Substantial Completion of the Work or designated portion thereof has been achieved, the Engineer will advise the Contractor in writing of the date Substantial Completion for the Work or such designated portion thereof was achieved. Such writing will state whether the Port shall thereupon assume responsibility for security, maintenance, heat, utilities, risk of loss, and insurance with respect to the Work or designated portion thereof determined to be substantially complete. If such writing does not so state, all responsibility for the foregoing items shall remain with the Contractor until the date of the Final Completion as provided for in paragraph G-08.09 below. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise indicated by the Engineer in the notice of Substantial Completion. The Engineer will review the Punch List with the Contractor and establish a time limit for the completion of the items on the Punch list.
- D. The failure of the Contractor or the Engineer to include any items on the Punch List does not alter the Contractor's responsibility to complete all Work in accordance with the Contract Documents, nor shall such failure be any indication that the Engineer considers any items not included on the Punch List to be complete.

#### G-08.09 Final Completion

When the Contractor has completed all items on the approved Punch List or otherwise considers the Work to be fully completed in accordance with the Contract Documents and the Contractor has submitted the documents required by subparagraph G-07.01D, the Contractor shall so notify the Engineer and request a final inspection. The Engineer will perform such inspection. If the Engineer finds the Work not to be complete, the Engineer will so advise the Contractor and provide the Contractor with a revised Punch List of items to be completed or corrected, and then a re-inspection will be scheduled. When the Engineer finds that the Work is complete in accordance with the Contract Documents, the Engineer will so advise the Contractor in writing by sending a notice of Final Completion.

#### G-08.10 Completion of Punch List

If the Contractor does not expeditiously proceed with correctional completion of Punch List items identified in the final Inspection, the Port may, in its sole discretion, remove such items from the scope of Work by Change Order. In such instance, the Port may choose to (1) have the Work performed by another contractor with the cost of such work to be deducted from the amount due the Contractor or claimed against the retained percentage, or (2) accept a credit for the uncompleted work to be deleted by change order, with the amount of the credit to be negotiated between the parties. The rights provided the Port under this paragraph shall not relieve the Contractor of its responsibilities as required under any other provisions of the Contract Documents.

#### G-08.11 Acceptance

Acceptance shall be by formal action of the Port of Port Angeles Commission. Acceptance shall not constitute acceptance of unauthorized or defective Work, material or equipment. The Port shall not be



barred by Acceptance from requiring the Contractor to remove, replace, repair, or dispose of unauthorized or defective Work, material, or equipment or from recovering damages for the same.

**G-08.12 Final Payment**

- A. The Final Payment shall be the release to the Contractor of the retained percentage. The Final Payment will be made only upon receipt of:
1. Certificate of Releases from Washington State Departments of Labor and Industries, Revenue, and Unemployment Security; and
  2. Approved Affidavits of Wages Paid for the Contractor and all Subcontractors (at all tiers).
- No monies will be released to the Contractor prior to forty-five (45) days after Final Completion, and until such time as all properly filed liens have been removed.
- B. The making of the Final Payment shall not relieve the Contractor from claims arising from: liens, faulty or defective work appearing or discovery after completion of the Work, failure of the Work to comply with the requirements of the Contract Documents, or from the terms of special warranties required by the Contract Documents.
- C. The Contractor's and all Subcontractors' (at all tiers) original accounting records, certified payrolls, and all other relevant records pertaining to the Work or submitted as a claim for additional compensation, additional time or any combination thereof, shall be open to inspection and audit by representatives of the Port for a period of not less than three (3) years after the date of Final Completion, and the Contractor shall retain such records for that period. The Port shall have the right to seek reimbursement of any amount it determines was overpaid to the Contractor. Where payment for equipment, materials, labor or other incidentals thereto is based on the cost to parties other than the Contractor, the Contractor expressly guarantees that the records of such other parties shall be open to inspection and audit by representatives of the Port on the same terms and conditions as the records of the Contractor. If an audit is to be commenced more than sixty (60) days after Final Completion of the Contract, the Contractor will be given a reasonable notice of the time when such audit is to begin. The Contractor agrees that no claim shall be made against the Port for the Work described herein unless the Contractor makes available to the Port all records to be maintained in accordance with this subparagraph.

**G-08.13 Payments Do Not Relieve Contractor From Responsibility For Work**

Payment to the Contractor of progress payments or the Final Payment does not in any way relieve the Contractor from its responsibility for the Work or its responsibility to repair, replace, or otherwise make good defective Work, materials or equipment. Likewise, the making of such payment does not constitute a waiver of the Port's right to reject defective or non-conforming Work, materials, or equipment (even though the same is covered by the payment), nor is it a waiver of any other rights of the Port.

**ARTICLE G-09**

**CHANGES IN THE WORK**

**G-09.01 The Port May Make Changes**

Without invalidating the Contract and without notice to the Contractor's surety, and at any time during the progress of the Work, the Port may make changes in the Work, which changes include but are not limited to the following:

- A. increases or decreases in quantities of Work;
- B. deletion or alteration of any portion of the Work;
- C. changes in design or Specifications; and
- D. addition of new Work.

All such changes in the Work shall be authorized by Change Order, which order shall provide for any increase or decrease in the Contract Time or Contract Sum caused by such change. The Contract Sum and Contract Time may be changed only by Change Order. Contractor shall be deemed to have waived any claim for a change in Contract Time or Contract Term if Contractor fails to strictly comply with the provisions of paragraph 04.30.

**G-09.02 Request for Proposal**

In connection with a possible or proposed change, the Port may request that the Contractor submit a proposal or provide other information to the Port. The Contractor will submit such proposal or other information in a form and within the time period requested by the Port. The Contractor's proposal shall include detailed price calculations for the proposed change, which shall specify the cost of all labor, material,

equipment, and Subcontractor quotations. The Contractor's proposal shall also show as a separate item the proposed amount for markup, contingency, overhead, and fee, the total of which shall not exceed the applicable percentage as would be allowed for Work performed on a force account basis pursuant to paragraph G-08.06. A request by the Port to the Contractor for a proposal shall not constitute authorization for the Contractor to proceed with any such proposed change in the Work, nor shall such request justify any delay in the performance of existing Work.

**G-09.03 Compensation for Changes**

- A. General. Change Order Work under this Contract may be measured for payment at the Port's sole discretion, as unit price work or as a lump sum item or as Force Account Work. "Unit price work", includes Work for which a unit price is established in the Contract's Schedule of Prices or by Change Order, but excludes items of Work listed either in such schedule or a Change Order as "lump sum" items. "Bid Quantity", means the total quantity of an item of unit price work which is listed in the Schedule of Prices.
- B. Changes in the quantity of unit price Work. Where the nature of the changed Work does not differ materially from Work which is unit price Work, the change shall be measured and paid for (or credited) at the established unit prices, subject to the following exceptions:
  - 1. Where quantity is less than 80%. If the quantity of an item or unit price Work actually performed or to be performed is less than 80 percent of the bid quantity for that item, the Contractor or the Port may request a Change Order revising the unit price for the item. Such request shall be accompanied by evidence to support the requested revision. The proposed revision will be evaluated by the Port considering such factors as the changes, if any, to the Contractor of the item, and the share, if any, of fixed expenses properly chargeable to the change in quantity of that item. If the Port and the Contractor agree on the change, a Change Order will be executed. If the parties cannot agree, the Port may nevertheless issue the Change Order pursuant to paragraph G-09.04, and the Contractor will have the rights provided in paragraph G-09.05.
  - 2. Where quantity is more than 120%. If the quantity of an item of unit price Work actually performed or to be performed is more than 120 percent of the bid quantity for that item, the Contractor or the Port may request a change order revising the unit price for that portion of the Work which exceeds 120 percent of the bid quantity. Such request shall be accompanied by evidence to support the requested revision. The proposed revision will be evaluated considering such factors as the change in actual cost, if any, to the Contractor of that portion of the Work exceeding 120 percent of the bid quantity, and the share, if any, of fixed expenses properly chargeable to that portion of change in quantity which exceeds 120 percent of the bid quantity. If the Port and Contractor agree on the change, a change order shall be executed. If the parties cannot agree, the Port may nevertheless issue a change order pursuant to paragraph G-09.04 and the Contractor will have the rights provided in paragraph G-09.05.
- C. Changes to Work Other than Unit Price Work
  - 1. Additional Work. If no unit price has been established for Work added to the Contract by the Port, the Port and the Contractor will attempt to reach agreement as to the increase or decrease, if any, in the Contract Sum and the Contract Time caused by such change. The Engineer may require, prior to approval of such change order, that the Contractor submit a proposal detailing the information identified in paragraph G-09.02. If the Port and Contractor agree, on the change, a Change Order will be executed. If the parties cannot so agree, the Port may nevertheless issue a Change Order pursuant to paragraph G-09.04 and the Contractor will have the rights provided in paragraph G-09.05.
  - 2. Deleted Work. If the Port elects to delete all or a portion of the Work, the Engineer shall so advise the Contractor in writing, and the Contract Sum shall be decreased in an amount determined as follows:
    - a. By an amount agreed upon by the Port and the Contractor. This amount may either be submitted by the Contractor or determined by itemizing the elements of Work deleted (labor, material, and equipment) and the amount of markup, contingency, overhead, and fee used by the Contractor in preparation of the original bid, less any costs properly expended to date in connection with the performance of the deleted Work. If the Contractor cannot document the above amount to the satisfaction of the Engineer, the amount allowed for markup, contingency, overhead, and fee shall be determined in the same manner as if the deleted Work was to be performed on a Force Account basis pursuant to paragraph G-08.06.
    - b. Acceptable materials ordered by the Contractor or delivered prior to the date the Contractor was notified to delete the Work may, at the Port's option, be

purchased from the Contractor at the Contractor's actual cost and thereupon become the property of the Port, or the Port will reimburse the Contractor for its actual costs connected with returning such materials to the suppliers.

- c. No amount will be paid to the Contractor for any anticipated or estimated fee, which the Contractor could or would have earned if the deleted Work had been performed.

**G-09.04 Issuance of Change Order**

- A. If the Port and the Contractor are unable to reach agreement concerning the adjustment, if any, in the Contract Sum or Contract Time caused by a change, the Port may nevertheless issue a Change Order implementing the change in the Work and directing the Contractor to perform the Work as changed. The Change Order may embody such terms as the Port deems appropriate, and the Contractor shall diligently prosecute the Work in the most efficient, economical, and workmanlike manner, consistent with the best interests of the Port. Unless otherwise stated in the Change Order the Contractor shall perform the changed Work on a Force Account basis pursuant to paragraph G-08.06. The Contractor shall be entitled to a change in the Contract Sum, or Contract Time to the extent directly caused by the change in Work.

**G-09.05 Procedure for Protest by the Contractor**

- A. If the Contractor accepts the terms of a change order by the Contractor's endorsement thereon, or by failure to protest as provided in this paragraph, payment by the Port in accordance with the terms of the Change Order shall constitute full compensation, including but not limited to that for labor, material, equipment, overhead, fee (including profit), and damages (direct or indirect) or any other claim for damages of any kind or nature, if any, and for all changes to the Work and to the Contract Time.
- B. If the Contractor disagrees with any of the terms of a Change Order issued by the Port, the Contractor shall give immediate oral notice of protest to the Engineer prior to performing the Work and shall submit a written protest to the Engineer within ten (10) calendar days of the Contractor's receipt of the Change Order. The protest shall identify the point of disagreement, those portions of the Contract Documents believed to be applicable, and an estimate of quantities and costs involved in the change. When protest of a Change Order relates to compensation, the Contractor shall keep full and complete records of the cost of such changed Work and shall permit the Port to have access to those records as requested by the Port to enable the Port to evaluate the merits of the protest.
- C. A protest shall not relieve the Contractor of its obligation to proceed without delay with the Work as directed in the Change Order. No adjustment to the Contract Sum or Contract Time will be made on account of Work performed preceding the Contractor giving oral notice of protest to the Engineer (to be followed by written protest as required in subparagraph B of this paragraph).
- D. Within thirty (30) calendar days of the Port's receipt of written notice above, the Contractor shall provide the Port with the following details:
  - 1. A detailed factual statement of the claim for a change in Contract Sum and Contract Time, if any, providing all necessary dates, locations and items of Work affected by the claim;
  - 2. The date on which facts arose which gave rise to the claim;
  - 3. The name of each employee or agent or consultant of Port, knowledgeable about the claim;
  - 4. The specific provisions of the Contract Documents which support the claim,
  - 5. The identification of any documents and the substance of any oral communications that support the claim;
  - 6. Copies of any identified documents, other than the Contract Documents, that support the claim;
  - 7. 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 (time impact analysis);
  - 8. 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 article, G-09.02;
  - 9. 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 the Port is liable. The individual signing such certification shall be a duly authorized representative of the Contractor who has the necessary and appropriate authority and responsibility to commit the Contractor to the truthfulness of the certification; and
10. A statement that the claim covers all changes in cost and in time (direct, indirect, impact, consequential, and otherwise) to which the Contractor (and Subcontractors and Suppliers of any tier) is entitled..
- E. The Port shall be entitled to recover its costs incurred for analysis/administration of processing and evaluating a claim to the extent a portion of the claim that is determined to be not recoverable from the Port. The cost of reimbursement will be the percentage of the original claim that is determined to be not recoverable times the cost of analysis/administration.
- F. Dispute Resolution Process
1. Level I. Within seven (7) days of receipt of the Contractor's documentation, the senior site representative of the Contractor and the Project Manager shall meet, confer, and set a schedule for resolving the claim.
  2. Level II. Within seven (7) days of the close of the Level I meetings, the general manager (or equivalent) of the Contractor and the Engineer for the Port, (none of whom attended the Level I meeting) shall be jointly briefed by both the Port and Contractor Level I representatives on the results of the Level I meetings, their respective positions, and remaining areas of disagreement. The Port and Contractor Level II representatives shall then establish a schedule for resolving the claim. The Port shall have the right to request additional information from the Contractor and its Subcontractors, Suppliers, etc. at any time prior to or during the Level II meeting. If an adjustment to the Level II meeting schedule is necessary to accommodate such requests for additional information, such adjustment shall be as mutually agreed by the representatives. If agreement on the schedule cannot be reached, the Level II meetings shall be terminated and the matter referred to the following Level III.
  3. Level III: Within seven (7) days of the close of the Level II meeting, the owner or corporate officer of the Contractor (who did not attend the Level I or II meetings) and the Port's Executive Director (who did not attend the Level I or II meetings) shall be jointly briefed by both the Port and Contractor Level II representatives on the results of the Level II meetings, their respective positions, and remaining areas of disagreement. The Port and Contractor Level III representatives shall then establish a schedule for resolving the claim. The Port shall have the right to request additional information from the Contractor and its Subcontractors, Suppliers, etc. at any time prior to or during the Level III meeting. If an adjustment to the Level III meeting schedule is necessary to accommodate such requests for additional information, such adjustment shall be as mutually agreed by the representatives. If agreement on the schedule cannot be reached, the Level III meetings shall be terminated and the matter referred to the next level in this Dispute Resolution Process.
  4. The terms of the resolution of all claims concluded in Level I, II or III meetings shall be documented in writing and signed by each party.
  5. Dispute Review Board. When a Dispute Review Board is required by Supplemental Conditions, and the claim is not resolved within seven (7) days of completion of the Level III meeting, the claim shall be submitted to the Dispute Review Board as provided for in the Supplementary Conditions.
  6. Mediation. If the claim is not resolved in the Level III meeting and no Dispute Review Board is required, the Contractor may bring no claim against the Port in litigation unless the claim is first subject to non-binding mediation or non-binding arbitration as mutually agreed by the Port and Contractor. If no agreement is reached, then Port has the sole right to determine which method is utilized. Mediation shall be conducted before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. The parties shall schedule mediation sessions at the earliest possible date(s), subject to the schedule of the selected (or appointed) mediator. The parties shall cooperate with the mediator and assure timely and full access to such personnel and documents as the mediator may request. The costs of mediation and/or arbitration shall be equally divided between the parties. Payment to the mediator shall be by the Port who, after payment, shall deduct 50% of the cost (less 50% of any costs that may have been paid directly by the Contractor) from monies due the Contractor.
- G. Litigation. The Contractor may bring no litigation on claims unless such claims have been properly raised and considered in the procedures above. All unresolved claims of the Contractor shall be waived and released unless the Contractor has strictly complied with the time limits of the Contract

Documents, and a lawsuit is served and filed within the limits stated in Paragraph G-04.31. This requirement cannot be waived except by an explicit written waiver signed by the Port.

- H. Claims Audits. All claims filed against Port 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 the Port to verify all or a portion of the claim or to permit the Port access to the books and records of the Contractor, or Subcontractors of any tier, shall constitute a waiver of the claim and shall bar any recovery. The audit may be performed by employees of Port or a representative of the Port. The Contractor, and its Subcontractors, shall provide adequate facilities acceptable to the Port for the audit during normal business hours. The Contractor, and all Subcontractors, shall make a good-faith effort to cooperate with the Port's auditors.
- I. Joinder. At Port's sole discretion, Port may require all claims or controversies arising out of this Contract may be consolidated in mediation between Port and Contractor and its Subcontractors or Sub-subcontractors.

#### G-09.06 Changed Conditions

- A. In the event Contractor encounters: (a) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, (b) unknown physical conditions of an unusual nature at the site differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents, and such conditions cause an increase in Contractor's cost or time of performance, Contractor may be entitled to an equitable adjustment in Contract Time. The Contractor shall notify the Engineer promptly orally and in writing in accordance with G04.30 of such changed conditions or other conditions for which an equitable adjustment in Contract Sum or Contract Time is desired. If such notice is not given prior to the condition being disturbed (or other action being taken by the Contractor which may result in a claim for an increase in the Contract Time or the Contract Sum), or such condition is disturbed before the Port directs the Contractor to proceed with the Work despite the condition, the Contractor will be deemed to have waived any claim for extra compensation or extension of the Contract Time on account of any additional or different work (including labor, material and equipment) required because of such condition. Oral notice alone by the Contractor to the Port regarding such condition shall not be adequate to avoid such waiver.
- B. If the Engineer determines that conditions exist which entitle the Contractor to equitable adjustment in the Contract Sum to account for the performance of the work involved, and the additional Contract Time, if any, required to perform such work, Engineer will determine such adjustment. If the Port and the Contractor agree on such adjustment, the same shall be set forth in a Change Order to be executed by the parties. If the parties are unable to so agree, the Port may nevertheless issue a Change Order directing the Contractor to perform the changed Work pursuant to paragraphs G-09.03, and G-09.04.
- C. If the Engineer determines that the Contractor's request does not warrant an equitable adjustment in the Contract Sum and/or Contract Time, the Contractor shall diligently pursue the Work in accordance with the Engineer's direction while retaining the right to protest the Engineer's decision in accordance with paragraph G-09.05.

### ARTICLE G-10

#### PORT OF PORT ANGELES'S RIGHTS AND REMEDIES, AND TERMINATION OF CONTRACT

##### G-10.01 General

- A. The rights and remedies of the Port set forth in the Contract Documents are cumulative and in addition to and not in limitation of any rights and remedies otherwise available to the Port under law. The pursuit of any remedy by the Port shall not be construed to bar the Port from the pursuit of any other remedy in the event of similar, different, or subsequent breaches of this Contract.
- B. The rights reserved or possessed by the Port to take any action with respect to the Project shall not give rise to any duty on the part of the Port to exercise any such right for the benefit of the Contractor, Subcontractor, Sub-subcontractor, Supplier, or any other person.

##### G-10.02 No Waiver of Port's Rights

- A. No action, delay in acting, or failure to act by the Port shall constitute a waiver of any right or remedy of the Port or be held to reduce any amount owed to the Port by the Contractor. Nor shall such action, delay, or failure to act constitute an approval or acquiescence in any breach or defect in Work, materials, or equipment. Likewise, delay or failure of the Port to act upon or enforce any provision of this Contract shall not constitute a waiver of such provision or otherwise prejudice the right of the Port to enforce such provision at any subsequent time. No provision of this Contract shall be held to be waived, modified, or deleted except as expressly stated in a Change Order.

- B. The Port shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the Substantial Completion or Final Completion of the Work and payment therefore from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or was incorrectly made, or that the Work or materials do not conform in fact to the requirements of the Contract Documents. Notwithstanding any such measurement, estimate, certificate, or payment in accordance therewith, the Port shall not be precluded or estopped from recovering from the Contractor and its sureties such damages as the Port may sustain by reason of the Contractor's failure to perform the Work in accordance with the Contract Documents or to otherwise comply with the requirements of the Contract Documents.
- C. Neither the final inspection, Final Completion, Acceptance, nor any payment for the whole any part of the Work, nor any extension of time, nor any possession or use of the Work taken or made by the Port, shall operate as a waiver by the Port of any provision of the Contract Documents or of any rights, remedies, or damages herein provided for, or bar recovery of any money wrongfully or erroneously paid to the Contractor.

**G-10.03 Port's Right to Suspend Work for Unsuitable Weather and Other Conditions**

- A. The Engineer may direct that all or any part of the Work be suspended for such time period as the Engineer deems proper because of unsuitable weather or other conditions beyond the control of the Port and the Contractor, which prevents satisfactory performance of the Work. The Contractor shall immediately comply with the directive to suspend Work. The Contractor shall resume the suspended Work when so directed by the Engineer.
- B. Such suspension of Work by the Engineer shall not be grounds for a claim by the Contractor for an increase in the Contract Sum, however, Contract Time may be adjusted in accordance with paragraph G-07.03 unless the Engineer concludes that the Contractor could have performed the suspended Work if the Contractor had diligently prosecuted the Work prior to such suspension.

**G-10.04 Port's Right to Stop the Work**

- A. If the Contractor fails to perform the Work in accordance with the Contract Documents, fails to correct defective work as required by paragraph G-04.22, or fails to comply with any other directive issued by the Port, the Port may order, in writing, that the Contractor stop all or any portion of the Work until the cause for such order is eliminated.
- B. In the event of an order to stop Work, the Contractor shall not be entitled to any increase in the Contract Time or Contract Sum, nor to any damages or relief from liability, on account of such order to stop Work.
- C. Upon ten days' written notice to the Contractor, the Port may suspend the Work for its convenience and without cause. In the event such suspension causes a change in Contractor's cost or time of performance of the Work, Contractor shall be entitled to make a claim for a change in Contract Time and Contract Price as set forth in Article G-09.

**G-10.05 Port's Right to Withhold Payment**

The Port has the right to withhold making all or part of any payment otherwise due the Contractor if and so long as the Contractor is in breach of any of its obligations under this Contract.

**G-10.06 Termination of Contract for Cause**

- A. The Port may terminate the Contract as to all or any portion of the Work remaining to be performed upon seven (7) days written notice to the Contractor and Contractor's surety, and to complete the Work by whatever method the Port may deem expedient, and recover the costs thereof from the Contractor in the event the Contractor:
  - 1. Refuses or fails to supply sufficient, properly skilled workers or materials of the proper quality or quantity;
  - 2. Refuses or fails to make prompt payment to Subcontractors, or for labor or materials;
  - 3. Fails to prosecute the Work continuously to completion with promptness and diligence;
  - 4. Fails to perform any of its obligations under the Contract; or
  - 5. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency or makes an assignment for the benefit of Contractor's creditors.
- B. Upon termination of the Contract under this paragraph, the Port may exclude the Contractor from the Project site(s), take possession of the Work and all materials and equipment stored on or off site for which payment has been made pursuant to paragraph G-08.05, and complete the Work if and as it sees fit.

- C. If the Port elects not to complete the Work, the Contractor shall not thereby be released from any liability it may have to the Port for damages on account of the breach of its obligations under this Contract.
- D. If the Port elects to complete all or a portion of the Work, it may do so as it sees fit. The Port shall not be obligated to the Contractor to accept the lowest bid for completion of the Work. The Port may choose to complete all or a portion of the Work using its own work force. The cost of such Work shall be deducted from the amount due the Contractor or claimed against the retained percentage. In any event, if the costs to the Port (including all administrative costs) exceed the unpaid portion of the Contract Sum applicable thereto, the Contractor is liable for and shall pay the difference to the Port.
- E. The rights provided by this paragraph shall survive the termination of this Contract, as shall all other rights to damages or other remedies against the Contractor.

**G-10.07 Termination for Convenience**

Upon ten days' written notice to the Contractor, the Port may terminate the Contract at its convenience and without cause. In such case, the Contractor shall be paid for all Work performed and reasonable expenses properly incurred in connection with the termination. No amount will be paid to the Contractor for any anticipated or estimated fee or profit for Work not performed which the Contractor could or would or may have earned if the Contract had not been terminated. Title to all Work performed at the time of termination shall be transferred to the Port upon payment therefore.

**G-10.08 Damages for Unexcused Delays by the Contractor**

- A. The Contractor recognizes that any unexcused delay by the Contractor in the prosecution and completion of the Work will cause inconvenience and expense to the Port, its lessees, and other users of Port facilities. It is further acknowledged by the Contractor that unexcused delays in the prosecution and completion of the Work may obstruct water, or other traffic, interfere with and delay business and commerce, or expose the Port to possible claims of direct and consequential damages from third parties. Additionally, such delays may cause the Port to incur substantially increased costs of administration, engineering, supervision, and inspection in connection with the completion of the Work.
- B. In certain circumstances, it is recognized that it will be impracticable and extremely difficult to ascertain and determine the actual damages, as generally described above, which will be suffered by the Port as a result of an unexcused delay by the Contractor. In such circumstances, where specifically provided for in the Supplementary Conditions, the Contractor shall be liable to the Port for liquidated damages in the amount set forth in the Supplementary Conditions, for each calendar day following the Substantial Completion date that Contractor achieves Substantial Completion and for each day following the Final Completion date that Contractor achieves Final Completion. Neither this subsection nor any amounts specified in the Supplementary Conditions as liquidated damages shall be considered to be a penalty, it being the express agreement of the Contractor and the Port that the liquidated damages provided shall be a reasonable approximation of actual damages to be suffered by the Port for late performance.
- C. Any deduction or payment of liquidated damages shall not in any way release the Contractor from any further or other obligation and liability with respect to Contractor's obligation to achieve Final Completion.
- D. If the Supplementary Conditions do not provide for liquidated damages as provided in subparagraph B of this paragraph, the Contractor shall be subject to liability for the actual damages (including but not limited to the items set forth in subparagraph A of this paragraph) suffered by the Port as a result of delay in completing the Work.

**G-10.09 Port's Right to Use the Premises**

- A. The Port reserves the right to use any part of the Work before completion of the entire Work without relieving the Contractor of any of its obligations under the Contract. Such use shall not constitute acceptance by the Port of any of the Work.
- B. No additional compensation will be paid to the Contractor for costs incurred by it as a result of the Port's use or occupancy of the Work or a designated portion thereof following its Substantial Completion, or for additional safety measures including warning device costs, made necessary to protect the Contractor's operations, the public, or Port employees.

**G-10.10 Prevailing Party to be Awarded Litigation Expenses**

In any action between the Port and the Contractor concerning the rights and obligations imposed on them by this Contract, the prevailing party in such action, upon a finding by a court having jurisdiction, shall be entitled to recover from the other party its expenses of litigation (including reasonable attorneys' fees, expert

consultants' fees, and other expenses related to the action). The cost of publicly employed counsel of the Port shall be recoverable by the Port under this paragraph, and the fees of such counsel shall be established based on the prevailing rate for attorneys in private practice of comparable qualifications and experience.

#### SECTION G-11

#### BONDS AND INSURANCE

##### G-11.01 Performance Bond

- A. The Contractor shall furnish a duly executed performance bond upon a form acceptable to the Port, within ten calendar days following receipt of the notice of award. The bond shall be executed by a licensed surety (or sureties) which is registered with the Washington State Insurance Commissioner and the surety's name shall appear in the current Authorized Insurance Company List for the state of Washington published by the Office of the Insurance Commissioner, and must be approved by the U. S. Department of Treasury as evidenced by a listing in the Federal Register. In addition, the surety or sureties must be rated "A-, FSC (6)", or higher by A.M. Best Rating Guide. The penal amount of the bond shall be in an amount equal to the Contract Sum plus Washington State Sales Tax, if applicable, and conditioned upon the faithful performance of the Contract by the Contractor within the Contract Time.
- B. If the Contract Sum does not exceed \$25,000 the Contractor may, in lieu of providing a bond, request the Port to retain 50% of the Contract amount earned for a period of 45 days following Final Completion of the Work or until receipt of all necessary releases and settlement of any liens filed under Chapter 60.28 R.C.W., whichever is later, at which time the Port will make Final Payment.

##### G-11.02 Payment Bond

- A. The Contractor shall also furnish a duly executed payment bond upon a form acceptable to the Port, within ten calendar days following receipt of the notice of award. The bond shall be executed by a licensed surety (or sureties) which is registered with the Washington State Insurance Commissioner and the Surety's name shall appear in the current Authorized Insurance Company List in the state of Washington published by the Office of the Insurance Commissioner, and must be approved by the U. S. Department of Treasury as evidenced by a listing in the Federal Register. In addition, the surety or sureties must be rated "A-, FSC (6)", or higher by A.M. Best Rating Guide. The penal amount of the bond shall be in an amount equal to the Contract Sum plus Washington State Sales Tax, if applicable, and conditioned upon the payment by the Contractor to all laborers, mechanics, Subcontractors, and Suppliers, and all persons who shall supply the Contractor, subcontractors or sub-subcontractors with provisions, equipment, or supplies for the performance of the Work covered by this Contract.
- B. If the Contract Sum does not exceed \$25,000 the Contractor may, in lieu of providing a bond, request the Port to retain 50% of the Contract amount earned for a period of 45 days following Final Completion of the Work or until receipt of all necessary releases and settlement of any liens filed under Chapter 60.20 R.C.W., whichever is later, at which time the Port will make Final Payment.

##### G-11.03 Failure to Provide Bonds

- A. Failure to timely provide performance and payment bonds will result in cancellation of the Contract award and forfeiture of the bid guaranty to the Port.
- B. The Port may, from time to time, require the Contractor's surety or sureties to appear and qualify themselves upon the bonds. If such surety or sureties shall refuse or fail to so appear and qualify, or if the Port determines that such surety or sureties are insufficient to fulfill the terms and conditions of the bonds, then the Port shall require the Contractor to furnish additional surety or sureties as may be necessary to fulfill the terms and conditions of the bonds. Payments may be withheld on the Contract until sufficient surety, as required, is furnished.
- C. If the Contract Sum is increased by Change Order, the Contractor agrees to provide the Port with such additional performance and payment bonds as required to assure performance of any additional Work and payment for the labor and materials incidental to such Work. Change Orders may be issued without notice to sureties. Compensation for additional bonding, where required by a Change Order, shall be included in the 15% markup allowed the Contractor for all Change Orders.

##### G-11.04 Insurance

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.



No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Port's recourse to any remedy available at law or in equity.

**A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form, providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or the equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Port shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Port.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

**B. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Port requires a specific additional insured endorsement naming the Port as the additional insured. We do not accept blanket additional insured endorsements. The Port will consider CG 20 10 and CG 20 37 Additional Insured Endorsements naming the Port of Port Angeles as the additional insured.
2. The Contractor's insurance coverage shall be primary insurance as respects the Port. Any Insurance, self-insurance, or insurance pool coverage maintained by the Port shall be excess of the Contractor's insurance and shall not contribute with it.
3. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Port.
4. The Contractor shall procure and maintain any other insurance applicable to this contract as may be required by local, state, or federal law.
5. Contractor's Insurance For Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or equipment/boom borrowed from the Port, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or Contractors as well as to any temporary structures, scaffolding and protective fences.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Contractor shall furnish the Port with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

**F. Subcontractors**

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request from the Port, the Contractor shall provide evidence of such insurance.

## ARTICLE G-12

### INDEX TO GENERAL CONDITIONS

Numbers refer to the paragraph number only. No reference is made to the topic as it may occur within the alphabetical outline.

Abbreviations	01.01
Acceptance of Defective or Non-Conforming Work	03.02
Acceptance of Work	08.11
	07.01
Access to Work	04.20
Affidavit of Intent to Pay Wages	04.05
Affidavit of Wages Paid	04.05
Administration of the Contract	03.02
Approvals	03.05
	04.18
As-built Drawings	04.17
Assignment of Contract	04.03
Attorneys' Fees	04.31
	04.32
Authority of the Engineer	03.01
	03.02
	03.06
Award of Contract	02.03
Award of Subcontracts	05.02
Beneficial Occupancy (See substantial Completion)	
Bid	04.01
Bonds, Insurance & Indemnification	11.00
Bonds, Payment	08.06
	11.02
	11.03
Bonds, Performance	08.06
	11.01
	11.03
Change Order	09.04
Changed Conditions	09.06
Changes in the Work	09.01
	09.03
Claims	04.32
Claims, Limitations of Notice	04.30
Cleaning Up	04.25
Commencement of Work	07.02
Compensation	08.02
	09.03
Completion of Work	07.01
	07.02
Compliance with Laws	04.13

	04.14
	06.01
Conflict in Contract	02.02
Documents	
Consent of Surety	11.03
Contract	02.01
	02.04
Contract Administration	03.01
	03.02
	03.03
Contract Documents	02.01
	02.02
	04.01
	04.02
	04.17
	05.02
Contract Drawings	02.02
Contract Execution	02.04
Contract Sum	01.02
	02.01
	02.02
Contract Termination	10.07
	10.08
Contract Time	07.01
Contractor's Employees	04.03
Contractor's Relationship	03.06
with Separate Contractors	04.03
Contractor's Relationship	04.03
with Subcontractors	05.00
Contractor's Release Form	08.10
Contractor's Representative	04.03
Contractor's Responsibility	02.01
for Performing the Work	02.02
Contractor's Review of	04.01
the Contract Documents	04.02
Contractor's Supervision	04.03
and Construction Procedures	
Coordination of Work	03.06
	04.03
Correlation of the Contract Documents	02.02
Correction of the Work	04.22
Costs	02.01
	04.26
	08.06
	09.03
Cutting, Fitting and Patching of Work	04.19
Damage to the Work	04.31
Damages for Delay	10.08
Defective Work	04.09
	04.21

	04.22		03.02
Definitions	01.02	Insurance	11.04
Delays	04.11	Intent of the Contract	02.01
	04.18	Labor Disputes	04.15
	07.03	Laws and Regulations	04.13
	08.06	Laws and Regulations	04.14
	10.09		06.01
Deleted Work	09.01		08.01
Discrepancies	02.02	Licenses	04.11
Disposal of Materials	04.08	Liens	08.12
Disputes and Protest	04.15	Liability of Public Officers	03.07
Disruptions	04.15	Liquidated Damages	10.08
Documents, On-Site	04.17	Litigation Expense	10.10
Drawings	02.02	Mark-Up	08.06
Employees, Contractors	04.03	Materials	04.04
Engineer	03.01		04.06
Equipment	04.04	Materials, Payment for	08.05
	04.06		08.06
Error or Inconsistency,	04.02	Measurement of Work	04.20
in the Contract Documents		Medical Aid Premiums	08.06
Examination of the Contract Documents	04.01	Non-Discrimination	06.00
Examination of the Work Site	04.01	Notice of Award	04.03
Execution of the Contract	02.04		05.02
Existing Facilities	04.12		11.01
Extensions of Time	07.03		11.02
	10.02		11.04
Extra Work	08.02	Notice of Claims	04.30
	09.01	Notice of Completion	07.01
	09.03		07.02
Failure to Perform	10.05		08.09
Fee	04.11	Notice to Proceed	07.01
	09.03		07.02
Final Acceptance	08.11	Notices, Permits, Fees, etc.	04.11
Final Inspection	08.09	Notices by the Contractor	04.11
Final Payment	08.12		04.12
Fitting of the Work	04.19		04.27
Force Account	08.06		04.29
	09.04		09.05
Gratuities	04.29		09.06
Guaranties (Warranties)	04.09	Overhead	08.06
	04.22		09.02
	08.08		09.03
Indemnification	04.08		09.05
	04.11	Overruns	09.03
	04.15	Patents, Royalties, Etc.	04.11
	04.32		04.13
Information Provided by	03.04	Payment	08.00
the Port Inspections	04.20	Payment, Final	08.12
	08.08	Payment for Changes	08.07
Inspectors	01.02		09.03

Payment, Force Account	08.06	Record Drawings	04.17
Payment for Materials	08.05	Rejection of Work	03.01
	08.06		03.02
Payment, Progress	08.04	Release Form	08.10
Payment, Semi-Final	08.10	Relocation of Utilities	04.12
Payment to Subcontractor	08.04	Removal of Defective Work	04.22
Payments Withheld	04.16	Request for Proposal	09.02
	10.06	Responsibility for Damage	04.32
Performance of the Work	02.01	Responsibility for Work	04.23
	02.02		05.01
Permits, Fees & Notices	04.11		08.13
Port of Port Angeles's Authority		Retained Percentage	08.03
03.01			08.12
	10.01	Review of Contract Documents	04.01
Port of Port Angeles' Right	04.23		04.02
to Carry out the Work	10.07	Review of Working Drawings	03.04
Port of Port Angeles' Right to	03.06	Rights and Remedies	10.00
Carry Out Other Work		Right of Entry	04.12
Port of Port Angeles' Right to Clean-up	04.25	Safety of Persons and Property	04.14
Port of Port Angeles' Right to Perform Work	10.03	Safety Precautions and Programs	04.14
and Award Separate Contracts		Samples, Shop Drawings and	01.02
Port's Right to Terminate the Contract	10.06	Product Data	03.04
Port's Right to Use Premises	10.09		04.18
Port's Rights to Stop Work	10.03	Sales Tax	04.10
	10.04	Schedule of Prices	09.03
Prevailing Party	10.10	Semi-Final Payment	08.09
Prevailing Wage	04.05		08.10
	08.01	Separate Contracts	10.06
Product Data	01.02		10.07
	03.04	Shop Drawing	04.18
	04.18	Site Inspection	04.01
Progress and Completion	07.02	Specifications	01.02
	08.09		02.02
Progress Payments	08.04	Stopping the Work	10.04
Progress Schedule	04.16	Stored Materials	08.05
	10.07	Strikes	04.15
Project Manual	01.02	Subcontractors	01.02
	04.01		05.00
Proposal	09.02	Subcontractors, Work by	05.01
Protection of Work	04.26	Subcontractual Relations	05.02
Protection of Utilities and Facilities	04.31		05.03
Protest and Dispute	09.05	Submittals	04.18
Public Road Construction	04.10		03.04
Punch List	08.09	Substitutions of Materials or Equipment	04.07
	08.10	Subsurface Conditions	02.04
Quantities of Work	08.04		09.06
	08.05	Substantial Completion	08.08
	08.06	Supervision of the Work	04.03
	09.01	Superintendent, Contractors	04.03
	09.03		08.06

Supplementary Conditions	01.02	Documents	04.23
	02.02		04.32
Supplier	01.02	Wages	04.05
Surety, Consent of	11.01		08.01
	11.02		08.06
Survey	04.27	Waiver of Claims by Contractor	04.30
Suspension of Work	04.26		09.06
	07.03	Waiver of Claims by Port of Port Angeles	
	10.03	08.13	
Taxes	04.10		10.02
Temporary Work	04.04	Waiver of Legal Rights	04.32
Termination of the Contract	10.06	Warranty	02.04
	10.07		03.02
Tests	04.20		03.04
Time, Contract	01.02		04.18
	07.00		04.22
Time, Contract	07.01	Weather Delays	07.03
Time, Delays & Extensions	07.03	Weighted Wage Rate	08.06
Title of Work	04.09	Work	01.02
Uncovering & Correction of Work	04.21		02.01
	04.22		02.02
Under-Runs	09.03	Work by Port of Port Angeles	04.22
Unit Prices	01.02		10.06
	09.03		10.07
Unsuitable Weather	10.03	Working Drawings	01.02
Utilities	04.12		03.04
	04.17		04.18
	08.08	Written Consent	04.03
Variances in the Contract	04.02		05.02

#### CONTRACTOR'S CHECKLIST

1. Submit Project Superintendent's name and phone number within 10 days of award.
2. File "Statement of Intent to Pay Prevailing Wages" for prime and all subcontractors.
3. Furnish progress schedule within 10 days of award.
4. Submit Prime Contractor's manning table and use of subcontractor's plan.
5. Provide Payment and Performance Bonds within 10 days after award.
6. Provide Certificate of Insurance within 10 days after award.

**END OF SECTION**

## **DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 73 00 - Supplementary Conditions**

---

The following supplements shall modify, delete, and/or add to the General Conditions or Instructions to Bidders. Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

The supplements referenced within this section are identified with the same number and title used for that topic in the General Conditions.

#### **SC-3.06 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA**

Supplement Specification Section 00 21 13, Paragraph 3.06 with the following:

- H. Bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project:
  - 1. The Contractor shall have 10 years electrical contracting experience.
  - 2. Documentation required to demonstrate compliance with above:
    - a. Resume showing previous similar electrical experience.

#### **SC-02.02 CORRELATION OF THE CONTRACT DOCUMENTS**

Supplement Article G-02.02 with the following:

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

<b>DRAWING LIST</b>	
<b>DWG NO.</b>	<b>DESCRIPTION</b>
G-001	COVER SHEET AND VICINITY MAPS
E-001	LEGEND AND ABBREVIATIONS
E-101	OVERALL SITE PLAN "K/L" FLOAT (NOT IN CONTRACT)
E-401	SUBSTATION "DB-NE" ENLARGED PLAN
E-402	SUBSTATION "DB-S" ENLARGED PLAN (NOT IN CONTRACT)
E-501	FLOAT AND PEDESTAL DETAILS DETAIL 4/E-501, 5/E-501 AND 6/E-501 (NOT IN CONTRACT)
E-601	ONE-LINE DIAGRAMS "K/I" FLOAT DISTRIBUTION BOARD DB-S (NOT IN CONTRACT)

#### **SC-04.01 EXAMINATION OF THE SITE OF WORK AND CONTRACT DOCUMENTS**

**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**  
**Section 00 73 00 - Supplementary Conditions**

---

Supplement Article G-04.11 with the following:

- A. A pre-bid examination of the site has been scheduled for **August 24, 2017 at 11:00 a.m.** The site visit will convene at the Port's Administration Office located at 318 West First Street, Port Angeles, WA.
- B. Prospective bidders and primary subcontractors are strongly encouraged to attend a pre-bid conference and site visit as stipulated in the advertisement for bid. Attendees should review the information and safety precautions set forth in the Contract Documents to determine for themselves appropriate protective clothing or equipment.
- C. Attendees further agree to indemnify and hold the Port harmless from any and all claims of personal injury arising from their participation in the site visit.

**SC-04.05 PREVAILING WAGE RATES TO BE PAID**

Supplement Article G-04.05 with the following:

- E. Based on the bid submittal deadline for this contract, the applicable effective date for Clallam County prevailing wage rates is September 7, 2017.

**SC-04.11 PERMITS, LICENSES, FEES AND NOTICES**

Supplement Article G-04.11 with the following:

- E. The contractor shall obtain all construction permits required by the City of Port Angeles.
- F. The Contractor shall be responsible for complying with the requirements of all permits obtained by the Port of Port Angeles as well as those obtained by the Contractor. Any additional permits, certificates or agency approvals required for completion of this work are the responsibility of the Contractor per G-4.11.

**SC-04.16 PROGRESS SCHEDULE**

Supplement Article G-4.16 with the following:

- H. The Progress Schedule shall represent a practical plan to complete the work within the contract time(s) of completion indicated, and shall convey the contractor's intent in the manner of prosecution and progress of the work.



## **DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 73 00 - Supplementary Conditions**

---

- I. The scheduling and execution of construction in accordance with the contract documents are the responsibility of the contractor. The Contractor shall involve and coordinate all Subcontractors and material suppliers in the development and updating of Progress Schedules.
- J. The submittal of Progress Schedules shall be understood to be the contractors representation that the Progress Schedule meets the requirements of the contract documents and that the work will be executed in the sequence and duration indicated in the Progress Schedule.
- K. The Progress Schedule shall be produced in the Critical Path Method (CPM) format and shall be submitted on CD. The schedule shall be computer produced utilizing scheduling software that is fully compatible Microsoft Project.
- L. The Progress Schedule shall illustrate a time scale, network and logic diagram, start and completion dates of each phase of the project and shall define each activity in sufficient detail to identify the work that is to be accomplished.
- M. The Progress Schedule shall be used as the base document for preparation of the three-week look-ahead schedule presented at each weekly construction meeting.
- N. The base-line Progress Schedule shall be submitted at the pre-construction meeting.

#### **SC-04.17 ON-SITE DOCUMENTS**

Supplement Article G-04.17 with the following:

- A. The Contractor must maintain a document control system to monitor the generation, status and filing of documents. Documents such as Contracts, Requests For Information (RFI's), Requests For Proposal (RFP's), Change Order Requests (COR's), Transmittals, Meeting Minutes, Punch Lists and Correspondence with the Port must be controlled using the system. The Port will provide necessary forms and templates that the Contractor will be required to use.

#### **SC-07.01 CONTRACT TIME**

- B. The award of the base bid portion of the contract, if it is awarded, will be made within sixty (60) calendar days after the date of opening of the bids.

#### **SC-8.08 SUBSTANTIAL COMPLETION**

## **DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 73 00 - Supplementary Conditions**

---

Supplement Article G-08.08 with the following:

- E. The Contract, in its entirety, shall be Substantially Complete by **December, 2017** and shall be Finally Complete within thirty (30) calendar days of Substantial Completion.

#### **SC-10.08 DAMAGES FOR UNEXCUSED DELAYS BY THE CONTRACTOR**

Supplement Article G-10.08B with the following:

Pursuant to the requirements of the General Conditions, the Liquidated Damages for failure to achieve completion for the phases of construction shall be **Four Hundred and Fifty Dollars and Zero Cents (\$450.00) per day**. Failure to achieve Final Completion within an additional thirty days after Substantial Completion shall be 10% of the Liquidated Damages daily rate for failure to achieve Substantial Completion.

The damages stipulated above are to be deducted as Liquidated Damages from any monies due or to become due.

#### **SC-11.04 BONDS AND INSURANCE**

Supplement Article G-11.04A with the following:

Longshore and Harbor Workers Compensation coverage as required by US Code Title 33, Chapter 18. This is additional to workers compensation coverage requirements.

END OF SECTION

## **DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 73 19 – Health and Safety Provisions**

---

#### **PART 1 – GENERAL**

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

- A. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, and General Requirements apply to this work as if specified in this section.

##### **1.02 DESCRIPTION OF WORK**

- A. The work includes the requirements for health and safety provisions necessary for all work at the site for this project. Work at the site includes subsurface excavations below a depth of four feet, contaminated soil handling, storage, and transportation, and contaminated water collection and treatment.
- B. Detailed information regarding about soil and water at the site is included in the reference documents. Known contaminants of potential concern include metals, petroleum hydrocarbons, polycyclic aromatic hydrocarbons, and dioxins/furans.
- C. Failure on the part of the Contractor to follow its site-specific Health and Safety Plan(s) or to conduct work in an unsafe manner may result in suspension of the work by the Port. The Contractor shall not be entitled to extra compensation for health and safety related suspensions, nor shall the Contract completion date be extended.

##### **1.03 APPLICABLE LAWS AND REGULATIONS**

- A. The Contractor shall perform all work in compliance with the applicable provisions of the Washington Industrial Safety and Health Act, as well as other applicable federal, state, and local laws, regulations, and permits. The Contractor is fully responsible for planning and executing all the Work under this Contract in a manner that meets the regulatory requirements of Chapter 296-843 of the Washington Administrative Code (WAC) for protecting the health and safety of workers and the public.
- B. While performing the work, the Contractor may be subject to on-site inspections by regulatory inspectors from the Washington State Department of Labor and Industries, and other federal, state, or local agencies. If the Contractor is found to be in violation of pertinent regulations, the Contractor shall cease all work immediately, notify the Port, and correct the violation. Standby time required to resolve such violation shall be at the Contractor's sole expense.

## **DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 73 19 – Health and Safety Provisions**

---

#### **PART 2 – PRODUCTS**

##### **2.01 MATERIALS**

- A. The Contractor shall provide all health and safety equipment and supplies (e.g., shoring equipment, personal protective equipment, fencing, gas meters, first aid supplies, etc.) necessary to support the Contractor's and subcontractors work.
- B. All personnel shall be trained to operate the appropriate safety equipment that would be utilized during the course of their work. It is the responsibility of the Contractor's Site Safety and Health Officer to ascertain that all safety equipment is being used appropriately.
- C. All equipment and supplies shall be kept in proper working order.
- D. Personal protective equipment shall be worn to minimize dermal contact with soil and groundwater.
- E. Based on site data, use of modified Level D personal protective equipment is expected. The use of respirators is not anticipated, but may be required periodically for odorous conditions or in the event that an unexpected situation arises involving a high concentration of volatiles. Workers should be respirator certified.
- F. Complete sets of personal protective equipment required for entry to the site shall be made available at all times by the Contractor to the Port Engineer and agency inspectors.

#### **PART 3 – EXECUTION**

##### **3.01 PREPARE HEALTH AND SAFETY PLAN**

- A. Prior to the start of any work, the Contractor shall prepare a site-specific Health and Safety Plan (HASP) which meets all the requirements of WAC 296-843-100 as well as other applicable local, state and federal laws, regulations, and permits for construction safety and hazardous waste operations and emergency response (HAZWOPER). A copy of the HASP shall be submitted to the Port and any government agency performing a health and safety inspection.
- B. Each organization with on-site workers is expected to prepare a HASP. The Contractor can submit one comprehensive HASP for all Contractor and subcontractor work, or subcontractors can prepare separate plans at no additional cost to the Port.

## **DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 73 19 – Health and Safety Provisions**

---

#### **3.02 SITE SAFETY AND HEALTH OFFICER**

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

#### **3.03 IMPLEMENT HEALTH AND SAFETY PLAN**

- A. The Contractor shall perform whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees of the Engineer, Engineer's Representative, and Contractor) and property during the contract period. This requirement applies continuously and is not limited to normal working hours.
- B. The Contractor shall inform all persons entering the site, including Contractor employees, subcontractor employees, and visitors, of the potential danger associated with construction activities and contaminated media at the site. The Contractor shall maintain proof that all on-site persons have read the Site Health and Safety Plan and are aware of the site hazards.
- C. The Contractor shall maintain at least one copy of the site-specific HASP(s) at the work site at all times.
- D. The Engineer's review of the Contractor's submittals and performance does not include approval of the adequacy of the Contractor's Site Safety and Health Officer, the site-specific HASP, safety program or any safety measures taken in, on, or near the construction site.

## **DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS**

### **Section 00 73 19 – Health and Safety Provisions**

---

- E. On-site activities involving potential soil or water exposures must be performed by HAZWOPER-trained personnel with current certifications. These personnel must have cards in their possession verifying current training status, and must present the cards when requested by the Port, the organization(s) conducting oversight, and/or regulatory officials.
- F. A third-party organization will be conducting airborne dust monitoring during the project. The Contractor shall allow for the third-party organization to monitor the breathing zone of Contractor employees. The Contractor shall stop work or take additional dust control measures approved by the Port Engineer if the time-weighted average of a daily dust measurement exceeds the Airborne Dust Action Level in the IAWP.
- G. The Contractor is solely responsible for all health and safety procedures and mitigation measures associated with asphyxiating (toxic) gases, explosive gases, and oxygen-deficiency conditions (e.g., confined space entry).
- H. The Contractor shall conduct regular on-site health and safety meetings and include other on-site workers such as subcontractors, the organization(s) conducting oversight, and third party samplers. The Contractor shall also brief on-site visitors about pertinent health and safety matters.
- I. Accidents causing death, injuries, or damage must be reported immediately to the Engineer in person or by telephone or messenger. In addition, promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- J. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing within 24 hours after occurrence, to the Engineer, giving full details of the claim.

#### **PART 4 MEASUREMENT AND PAYMENT**

Refer to Specification Section 01 20 00 Measurement and Payment

END OF SECTION

## **DIVISION 1 - GENERAL REQUIREMENTS**

### **Section 01 11 00 - Summary of Work**

---

#### **PART 1 - GENERAL**

##### **1.01 SCOPE**

- A. The work included in this Contract is defined on the drawings listed in Section 00 73 00, and within these specifications under the following Division Numbers:
  - 1. DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS
  - 2. DIVISION 1 - GENERAL REQUIREMENTS
  - 3. DIVISION 26 - ELECTRICAL
- B. The work under this contract is to provide and furnish and/or install all labor, materials and equipment, as may be required to complete the work, installed, tested, and ready for use, and as described in these documents.

##### **1.02 LOCATION**

- A. This project is located the East Port Angeles Boathaven Marina, Port Angeles, WA 98362.

##### **1.03 ACCESS TO SITE**

- A. The Contractor shall have access to the construction site via city street. The Contractor may be required to relocate entry and related work areas as required by Port Engineer. Contractor shall conduct all business through the E-F gate assigned by the Engineer.

##### **1.04 ENGINEERING AND INSPECTION**

- A. Engineers, inspectors and other representatives of the Port of Port Angeles will perform necessary engineering and inspection work throughout the duration of the Contract.
- B. Engineers and inspectors of the City of Port Angeles will enter the project site and shall perform its necessary engineering and inspection work.

##### **1.05 COORDINATION**

- A. The Contractor shall coordinate its activity with Port of Port Angeles operations, so interference with Port activities will be minimized.

## **DIVISION 1 - GENERAL REQUIREMENTS**

### **Section 01 11 00 - Summary of Work**

---

- B. The Contractor shall also coordinate its work with others throughout the life of this contract at no additional expense to the Port. Others may include, but are not limited to, the following:
  - 1. MASCO Petroleum – Port Agent responsible for PABH Marina Operations

#### **1.06 MATERIALS TESTING**

- A. Necessary materials testing shall be performed by an independent testing laboratory and paid for in accordance with Section 01 45 00 Quality Control and Testing Laboratories. Access to the area necessary to perform the testing and/or to secure the material for testing, shall be provided by the Contractor.

#### **PART 2 - PRODUCTS**

Not used

#### **PART 3 - EXECUTION**

Not used

END OF SECTION



**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 20 00 – Measurement and Payment**

---

**PART 1 - GENERAL**

**1.01 SCOPE:**

- A. Payment for the various items of the bid schedule, 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 work all in accordance with the requirements of the contract documents, including all appurtenances thereto, and including all costs of permits and costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**PART 4 – MEASUREMENT**

**1.01 MOBILIZATION AND DEMOBILIZATION**

- A. Mobilization and Demobilization Bid Item No. 1 shall be measured by lump sum, but with allowed partial payments per the agreed bid form and proposal.
- B. Furnish and Install 3PH 100A/480V Shore Power Pedestals Bid Item No. 2 shall be measured by lump sum, but with allowed partial payments per the agreed bid form, proposal and contractor submitted Schedule of Values.

**PART 5 – PAYMENT**

A. <u>Item Number</u>	<u>Item Name</u>	<u>Quantity</u>
1	Mobilization and Demobilization	L.S.
B. <u>Item Number</u>	<u>Item Name</u>	<u>Quantity</u>
2	Furnish and Install 3PH 100A/480V Shore Power Pedestals	L.S.

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 20 00 – Measurement and Payment**

---

5.01 “Mobilization and Demobilization”, Lump Sum

- A. The Lump Sum Contract price shall be full pay for all costs in connection with the mobilization and demobilization of all materials, labor, tools, and equipment necessary to complete the project.

5.02- “Furnish and Install 3PH 100A/480V Shore Power Pedestals”, Lump Sum

- B. The Lump Sum Contract price shall be full pay for all costs in connection with the 3PH 100A/480V Shore Power Pedestals of all materials, labor, tools, and equipment necessary to complete the project.

END OF SECTION

**DIVISION 1 - GENERAL REQUIREMENTS**  
**Section 01 31 19 – Project Meetings**

---

**PART 1 - GENERAL**

**1.01 PRECONSTRUCTION MEETING**

**A. NOTIFICATION**

1. Following the award, the Engineer will notify the selected bidder of the time and date of a preconstruction meeting.

**B. LOCATION**

1. The preconstruction meeting will be scheduled at the Port of Port Angeles Administrative Office Building.

**C. ATTENDANCE**

1. The following are requested to attend:

**a. PORT OF PORT ANGELES REPRESENTATIVES:**

- (1) Project Manager
- (2) Project Engineers
- (3) Contract Administrator
- (4) Consultants
- (5) Port Operations

**b. CONTRACTOR'S REPRESENTATIVES:**

- (1) Project Manager (Superintendent)
- (2) Contract Administrator
- (3) Major Subcontractors
- (4) Major Suppliers

**c. CITY OF PORT ANGELES REPRESENTATIVES:**

- (1) City Engineers and/or Inspectors

**d. PRIVATE UTILITY REPRESENTATIVES:**

- (1) Project Engineers
- (2) Consultants

## **DIVISION 1 - GENERAL REQUIREMENTS**

### **Section 01 31 19 – Project Meetings**

---

e. SUGGESTED AGENDA:

- (1) Communications and routing
- (2) Precontract Submittals
  - (a) Certificate of Insurance
  - (b) Performance Bond
  - (c) Labor and Materials Payment Bond
  - (d) Schedule of Values
- (3) Execution of the Contract
- (4) Discussion of the General Conditions
- (5) Discussion of the Special Conditions
- (6) Discussion of the General Requirements
- (7) Discussion of the Technical Specifications
- (8) Site visit

#### **1.02 PROGRESS MEETINGS**

- A. The Engineer will schedule and administer weekly progress meetings throughout progress of the work.
- B. The Engineer will arrange meetings, prepare standard agenda with copies for participants, preside at meetings, record minutes and distribute copies within ten working days to the Contractor, meeting participants, and others affected by decisions made.
- C. Attendance is required for the Contractor's job superintendent, major subcontractors and suppliers, Engineer, and Port's representative as appropriate to the agenda topics for each meeting.
- D. Standard Agenda
  1. Review minutes of previous meeting.
  2. Review of work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede planned progress.
  5. Maintenance of progress schedule.
  6. Corrective measures to regain projected schedules.
  7. Planned progress during succeeding work period.
  8. Coordination of projected progress.
  9. Maintenance of quality and work standards.
  10. Effect of proposed changes on progress schedule and coordination.
  11. Demonstration that the project record drawings are up-to-date.
  12. Other business relating to the work.

END OF SECTION

## **DIVISION 1 - GENERAL REQUIREMENTS**

### **Section 01 33 00 - Submittals**

---

#### **PART 1 - GENERAL**

##### **1.01 RELATED WORK DESCRIBED ELSEWHERE**

- A. Division 1 contractual requirements for submittals:
  - 1. Section 00 72 00 General Conditions
  - 2. Section 00 73 00 Supplementary Conditions
- B. Individual submittals required in accordance with the pertinent sections of these specifications.

#### **PART 2 - PRODUCTS**

##### **2.01 COMPLIANCE**

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

##### **2.02 SHOP DRAWINGS**

- A. The Port of Port Angeles will not accept shop drawings that prohibit the Port from making sepias or copies for its own use.
- B. Quality: Shop drawings shall be prepared accurately to scale sufficiently large to indicate all pertinent features of the products and the method of fabrication, connection, erection, or assembly with respect to the work.
- C. All drawings submitted to the Engineer for this approval shall be drawn on sheets in 11" x 17" format or sheets that are multiples of 8-1/2 inches by 11 inches. Upon the Engineer's specific request, the Contractor shall furnish copies of any drawing on sheets having the dimensions 22 inches wide by 34 inches long in overall dimensions.
- D. Type of Prints Required:
  - 1. Whenever possible, the Contractor shall transit all submittals in Adobe portable document format (PDF).
  - 2. If PDF format is not feasible, the Contractor shall submit six prints or copies of all shop drawings or supplemental working drawings in accordance with the General Conditions.
  - 3. Distribution: The Port will review any drawings provided by the Contractor, mark with appropriate notations, prepare the required

## **DIVISION 1 - GENERAL REQUIREMENTS**

### **Section 01 33 00 - Submittals**

---

number of prints for its use, and return marked copies to the Contractor. The Contractor may then order as many additional copies as required for Contractor's work.

#### **2.03 MANUFACTURERS' LITERATURE**

- A. The Contractor shall submit six (6) copies of manufacturers' literature for approval.
- B. Catalog cuts or brochures shall show the type, size, ratings, style, color, manufacturer, and catalog number of each item and be complete enough to provide for positive and rapid identification in the field. Catalog data shall be submitted in an orderly bound form. General catalogs or partial lists will not be accepted.
- C. In lieu of the above, submittals typically provided on paper may be submitted electronically as an Adobe portable document format (PDF). The manufacturer's original electronic issue is preferred.

#### **2.04 SAMPLES**

- A. The sample submitted shall be the exact or precise article proposed to be furnished.
- B. Samples, color chips, finish styles, etc., shall be submitted in sufficient number as to provide the Engineer with alternate choices.

#### **2.05 SUBSTITUTIONS**

- A. The Contract is based on the materials, equipment, and methods described in the Contract Documents.
- B. The Engineer will consider proposals for substitutions of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Engineer to evaluate the proposed substitution.
- C. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this work by the Engineer.
- D. Requests for substitutions may be made after award. Such requests shall be accompanied by all technical data and costs, and delivery information. When, in the sole opinion of the Engineer, the product is equal, or better, in all respects to the product specified, it will be approved subject to contract requirements and the Contractor's assumption of all responsibility therefore.

## DIVISION 1 - GENERAL REQUIREMENTS

### Section 01 33 00 - Submittals

---

- E. After written approval, this submission shall become a part of the Contract, and may not be deviated from except upon written approval of the Port.
- F. Catalog data for equipment approved by the Engineer does not in any case supersede the Contract Documents. The approval by the Engineer shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless Contractor has in writing called the Engineer's attention to such deviations at the time of the submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Contract Documents for deviations and errors.
- G. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. Contractor shall make necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.
- H. Where equipment requiring different arrangement of connections from those shown as approved is used, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent on the Drawings and Specifications, and to make all changes in the work required by the different arrangement of connections together with any cost of redesign necessitated thereby, all at Contractor's expense.
- I. Where the phrase "or equal" or "or equal as approved by the Engineer" occurs in the Contract Documents, do not assume that material, equipment, or methods will be approved as equal by the Engineer unless the item has specifically been approved for this Work by the Engineer.
- J. The decision of the Engineer shall be final.

## PART 3 – EXECUTION

### 3.01- TRANSMITTALS

- A. General: The Contractor shall submit all shop drawings, catalog cuts, brochures and mailable samples accompanied with a Shop Drawing Transmittal form. Preferred method is PDF format. When not feasible, **six (6) copies of each submittal shall be transmitted.**
- B. Preparation: A separate submittal form shall be prepared for each product or procedure and shall be further identified by referencing the Specification the Section and paragraph number and each submittal shall be numbered consecutively.

## **DIVISION 1 - GENERAL REQUIREMENTS**

### **Section 01 33 00 - Submittals**

---

- C. Mailing: The original shall be sent in every instance and will be the Contractor's record and final correspondence for every submittal.

#### **3.02- COORDINATION**

- A. Shop and detail drawings shall be submitted in related packages. All equipment or material details which are interdependent or are related in any way must be submitted indicating the complete installation. Submittals shall not be altered once approved for Construction. Revisions shall be clearly marked and dated. Major revisions must be submitted for approval.
- B. The Contractor shall thoroughly review all shop and detail drawings, prior to submittal, to assure coordination with other parts of the work. The Contractor's failure to do this will be the cause for rejection. Submittals shall bear this approval stamp and initials.
- C. Components or materials which require shop drawings and which arrive at the job site prior to approval of shop drawings shall be considered as not being made for this project and shall be subject to rejection and removal from the premises.

END OF SECTION



**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 35 43 – Environmental Controls**

---

**PART 1 – GENERAL**

**1.01 RELATED WORK DESCRIBED ELSEWHERE**

A. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, Appendices, and other sections of the Contract Documents, apply to this work as if specified in this section.

B. Work related to this section is described in:

Section 00 73 19 Health and Safety Provisions

**1.02 DESCRIPTION OF WORK**

A. The work includes the requirements to maintain environmental controls by the Contractor until the acceptance of the Contract. The work also includes compliance with all controls or ordinances with respect to safety, noise, odor, dust, fire and police action, civil disobedience, security, or traffic.

**1.03 SITE MAINTENANCE**

A. The Contractor shall keep the work site, staging areas, and Contractor's facilities clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance in conformance with the present condition of the site.

B. Cleanup:

1. Waste material of any kind shall not be permitted to remain on the site of the work or on adjacent streets. Immediately upon such materials becoming unfit for use in the work, they shall be collected, carried off the site, and properly disposed of by the Contractor.
2. The Contractor shall keep all buildings occupied by the Contractor clear of all refuse, rubbish, and debris that may accumulate from any source and shall keep them in a neat condition to the satisfaction of the Engineer.
3. Maintain copies of including, but not limited to, the Stormwater Pollution Prevention Plan, Spill Control Plan, Solid Waste Plan, Operation and Maintenance Manual, and Engineering Documents and any related permits on-site, and make available for inspection by Port personnel or regulatory representatives.

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 35 43 – Environmental Controls**

---

4. In the event that waste material, refuse, debris, and/or rubbish are not removed from the work by the Contractor, the Port reserves the right to have the waste material, refuse, debris and/or rubbish removed, and the expense of the removal and disposal charged to the Contractor.
  5. Paints, solvents, hydraulic oils, fuels, and other construction materials shall be handled with care to prevent entry of contaminants into storm drains, surface waters, or soils.
- C. Street Cleaning:
1. The Contractor shall be responsible for preventing dirt and dust from escaping from trucks departing the project site, by covering all loads, washing truck tires and undercarriages before leaving the site, installing inserts at catch basins, and other reasonable methods. The Contractor is required to take all measures necessary to prevent the tracking of mud and other debris from the project site on City streets and adjacent properties.
  2. When working dump trucks and/or other equipment are on paved streets and roadways, gravel roads, and levees, the Contractor will be required to clean said streets, roads, parking areas, etc. at the conclusion of each day's operations at a minimum and as required by the Engineer to prevent tracking of soil or other transported materials on paved roads, gravel roads, and levees at no additional cost to the Port. Properly dispose of all collected material. This shall be the case, whether the vehicles or equipment is owned and/or operated by the Contractor or his subcontractors or not.
  3. In the event that the above requirements are violated and no action is taken by the Contractor after notification of infraction by the Engineer of City, the Port reserves the right to perform the work necessary using labor and equipment by others, and any incurred costs will be charged to the Contractor.

**1.04 AIR POLLUTION CONTROL**

- A. The Contractor shall use Ultra Low Sulfur Diesel fuel on all off-road construction equipment.
- B. The Contractor shall not discharge smoke, dust, odor, and/or other contaminants into the atmosphere that violate the regulations of any legally constituted authority. Internal combustion engines shall not be allowed to idle for prolonged periods of time, and shall be turned off when not in use. The Contractor shall maintain construction vehicles and equipment in good repair. Exhaust emissions that are determined to be excessive by the Engineer shall be repaired or replaced.

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 35 43 – Environmental Controls**

---

- C. The Contractor shall minimize dust nuisance by cleaning, sweeping, vacuum sweeping, sprinkling with water, or other means. The use of water, in amounts that result in mud on public streets, is not acceptable as a substitute for sweeping or other methods. Equipment for this operation shall be on the jobsite or available at all times.
- D. The Contractor shall maintain an approved odor suppressant/neutralizer on site at all times to reduce odors. Request approval from Engineer prior to use.
- E. The Contractor shall comply with all applicable air quality regulatory requirements set forth by local, state and federal agencies which pertain to the planned work. It is the responsibility for the Contractor to attain all necessary permits and approvals associated with the planned work.

**1.05 NOISE CONTROL**

- A. Construction involving noisy operations, including starting and warming up of equipment, shall be in compliance with local noise ordinances. Noisy operations shall be scheduled to minimize their duration. The Contractor shall comply with the City of Port Angeles for the hours of operations, unless otherwise approved by the City of Port Angeles and the Port.
- B. The Contractor shall comply with all local, state and federal controls and noise level rules, regulations, and ordinances that apply to any work performed by the Contractor pursuant to the Contract.
- C. Each internal combustion engine, used for any purpose on the job or related to the job, shall be enclosed and be equipped with a muffler and spark arrester of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler and enclosure.
- D. Noise levels for scrapers, pavers, graders, and trucks shall not exceed 90 dBA at 50 feet as measured under the noisiest operating conditions. For all other equipment, noise levels shall not exceed 85 dBA. Equipment that cannot meet these levels shall be quieted by use of improved exhaust mufflers, portable acoustical screens, or other means. Equipment not modified to meet these requirements shall be removed from the project.

**1.06 COMPLIANCE WITH ENVIRONMENTAL PLANS AND DOCUMENTS**

- A. The Contractor shall implement and comply with all recommendations and provisions of environmental-related plans prepared in connection with this project including, but not limited to, the Stormwater Pollution Prevention Plan, Spill Control Plan, Solid Waste Plan, Operation and Maintenance Manual, and Engineering Documents and any related permits on-site, and

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 35 43 – Environmental Controls**

---

make available for inspection by Port personnel or regulatory representatives

**1.07 SURFACE WATER AND GROUNDWATER**

- A. The Contractor shall comply with all the requirements set for by the Contract Documents for controlling, conveying, treating and discharge surface and groundwater encountered in connection with the work.
- B. Clearly mark and protect all existing wells to prevent damage from vehicles or equipment. Replace any well within 48 hours at no cost to the Port, if a well becomes damaged as a result of the Contractor's work.
- C. Provide clear and unobstructed access to each well, and coordinate with other work performed by the Port and its agents such as monitoring, inspecting, testing, abandoning and decommissioning wells as located on the Plans.

**1.08 OIL SPILL PREVENTION AND CONTROL**

- A. The Contractor shall be responsible for prevention, containment, and cleanup of spilling of oil, fuel, and other petroleum products used in the Contractor's operations. All such prevention, containment, and cleanup costs shall be borne by the Contractor.
- B. The Contractor is advised that discharge of oil from equipment or facilities into state waters or onto adjacent land is not permitted under state water quality regulations.
- C. The Contractor shall, at a minimum, take the following measures regarding oil spill prevention, containment, and cleanup:
  - 1. Fuel hoses, lubrication equipment, hydraulically-operated equipment, oil drums, and other equipment and facilities shall be inspected regularly for drips, leaks, or signs of damage, and shall be maintained and stored properly to prevent spills. Proper security shall be maintained to discourage vandalism.
  - 2. All land-based oil and products storage tanks shall be diked or located so as to prevent spills from escaping to the water. Diking and subsoils shall be lined with impervious material to prevent oil from seeping through the ground and dikes.
  - 3. All visible floating oils shall be immediately contained with booms, dikes, or other appropriate means and removed from the water prior to discharge into state waters. All visible oils on land shall be immediately contained using dikes, straw bales, or other appropriate means and removed using sand, ground clay, sawdust, or other absorbent material, which shall be properly disposed of by the Contractor. Waste materials shall be temporarily stored in

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 35 43 – Environmental Controls**

---

drums or other leak-proof containers after cleanup and during transport to disposal. Waste materials shall be disposed off property at an approved site.

4. In the event of any oil or product discharges into public waters, or onto land with a potential for entry into public waters, the Contractor shall immediately notify the Port's Environmental Specialist (360-417-3452), and the Port shall notify the following agencies at their listed 24-hour response numbers:

- a. Washington State Department of Ecology, Southwest Regional Office: 360-407-6300.

- b. U.S. Coast Guard: 206-217-6002.

- D. Maintain on the job the following materials (as a minimum [required only from time of existing levee breach to substantial completion of project]):

1. Oil-absorbent booms: 10 each, 10 feet long
2. Oil-absorbent pads or bulk material, adequate for coverage of 2,000 square feet of surface area
3. Oil-skimming system
4. Hay bales
5. Oil dry-all, gloves, and plastic bags

- E. Any an all spills, discharges, leaks, or other release of materials to the site soils or adjacent waters shall be immediately reported to the Port.

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**PART 4 MEASUREMENT AND PAYMENT**

Refer to Specification Section 01 20 00 Measurement and Payment

**END OF SECTION**

**DIVISION 1 - GENERAL REQUIREMENTS**  
**Section 01 50 00 - Temporary Facilities and Controls**

---

**PART 1 - GENERAL**

**1.01 RELATED WORK DESCRIBED ELSEWHERE**

The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, and other sections of the General Requirements, apply to this work as if specified in this section.

**1.02 DESCRIPTION OF WORK**

The Work includes the requirements to provide temporary facilities required by both the Contractor and the Port of Port Angeles until the acceptance of the Contract. The Work also includes compliance with all controls or ordinances with respect to safety, noise, dust, fire and police action, civil disobedience, security, or traffic.

**PART 2 - PRODUCTS**

**2.01 UTILITIES**

- A. It shall be the Contractor's responsibility to provide adequate facilities for Contractor's operation, including:
  - 1. Water: Drinking water for employees shall be provided in sanitary containers and maintained fresh each day.
  - 2. Construction Electricity: The Contractor shall make all arrangements for the furnishing of electric power for construction purposes. The power meter shall be registered in the name of the Contractor and all charges for installation and electric energy shall be borne by the Contractor.
  - 3. Toilet Room Facilities: The Contractor shall be permitted to use the public restroom located with the East Port Angeles Boathaven parking lot.

**2.03 USE AND OCCUPANCY**

- A. The Contractor will be allowed space for the storage of materials and the pursuance of the Work under this Contract. Employee parking will be confined to the Contractor's work and storage area.
- B. SECURITY

**DIVISION 1 - GENERAL REQUIREMENTS**  
**Section 01 50 00 - Temporary Facilities and Controls**

---

1. The construction site is a active Marina. Gates to the Marina lock at 5:00pm daily and access is limited to Marina tenants and key card holders.
2. The Contractor shall abide by special request of security personnel, and local police and fire departments.

**C. FENCES & ENCLOSURES**

1. General: Furnish and install a temporary fence around the entire construction lay down area. The lay down area will be determined between the Port and contractor after contract award.
2. Construction: The temporary fence shall consist of woven wire mesh not less than six feet in height, complete with metal or wood posts and all required bracing, and with truck and pedestrian gates, as indicated on the drawings.

**PART 3 - EXECUTION**

**3.01 GENERAL**

- A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work. Remove as directed by the Engineer or at the completion of the work.

**PART 4 MEASUREMENT AND PAYMENT**

**4.01 MOBILIZATION AND DEMOBALIZATION**

- A. Work in this section is not measured for payment and is incidental to Pay Item 1: Mobilization and Demobilization

**END OF SECTION**

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 50 50 – Mobilization and Demobilization**

---

**PART 1. GENERAL**

**1.01 GENERAL**

- A. Mobilization shall include the obtaining of all permits; moving onto the site of all equipment, temporary buildings, and other construction facilities; and implementing security requirements; all as required for the proper performance and completion of the work. Mobilization shall include the following principal items:
1. Moving on to the site of all contractors equipment required for operations.
  2. Providing all on-site communication facilities, including radios and cellular phones.
  3. Obtaining all required permits.
  4. Having all OSHA required notices and establishment of a safety program.
  5. Having the Contractors superintendent at the jobsite full time.
  6. Submitting initial submittals
- B. Demobilization shall include the moving off of the site all equipment, debris, surplus material, and personnel after or concurrently with the fulfillment of all the requirements laid out in the contract documents.
- C. Clean-up shall include the removal of all construction debris and returning the construction site to the owner in a condition deemed suitable by the engineer.

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not Used

**PART 4. MEASUREMENT**

**4.01 MOBILIZATION AND DEMOBILIZATION**

- A. Mobilization and Demobilization shall be measured by lump sum, but with allowed partial payments per the agreed bid form and proposal.

**PART 5. PAYMENT**

<u>Item Number</u>	<u>Item Name</u>	<u>Quantity</u>
1	Mobilization, Demobilization and Clean-up	L.S.



**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 50 50 – Mobilization and Demobilization**

---

5.01 “Mobilization and Demobilization”, Lump Sum

- A. The Lump Sum Contract price shall be full pay for all costs in connection with the mobilization and demobilization of all materials, labor, tools, and equipment necessary to complete the project.

Refer to Specification Section 01 20 00 Measurement and Payment

END OF SECTION

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 57 13 – Temporary Erosion and Sediment Control**

---

**PART 1 – GENERAL**

**1.01 WORK OF THIS SECTION**

- A. This section covers work necessary for stabilization of soil to prevent erosion during and after construction and land disturbing activities. The work shall include the furnishing of all labor, materials, tools, and equipment to perform the work and services necessary as herein specified and as indicated on the Drawings. This shall include installation, maintenance, and final removal of all temporary soil erosion and sediment control measures.
- B. The minimum areas requiring soil erosion and sediment control measures are indicated on the Drawings. The right is reserved to modify the use, location, and quantities of soil erosion and sediment control measures based on activities of the Contractor and as the Engineer considers to be to the best interest of the Owner.
- C. The TESC facilities described in this section and shown on Drawings are the minimum requirements anticipated for site conditions expected during the construction period. As work progresses, it is the Contractor's responsibility to inspect the stormwater and surface water control and make repairs and improvements as necessary.
- D. Prepare, implement, and maintain a Stormwater Pollution Prevention Plan (SWPPP) in conformance with the Washington State Department of Ecology (Ecology) and appropriate state laws.

**1.02 GENERAL**

- A. See Conditions of the Contract and Division 1, General Requirements, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.
- B. All activities shall conform to the Stormwater Management Manual for Western Washington, Volume II, Construction Stormwater Pollution Prevention by the Washington State Department of Ecology, 2012.
- C. Soil erosion stabilization and sedimentation control consist of the following elements:
  - 1. Maintenance of existing permanent or temporary storm drainage piping and channel systems, as necessary.
  - 2. Construction of new permanent and temporary storm drainage piping and channel systems, as necessary.

## **DIVISION 1 – GENERAL REQUIREMENTS**

### **Section 01 57 13 – Temporary Erosion and Sediment Control**

---

3. Construction of temporary erosion control facilities such as silt fences, check dams, etc.
  4. Topsoil and Seeding:
    - a. Placement and maintenance of Temporary Seeding on all areas disturbed by construction.
    - b. Placement of permanent topsoil, fertilizer, and seed, etc., in all areas not occupied by structures or pavement, unless shown otherwise.
  5. Soil Stabilization Seeding: Placement of fertilizer and seed, etc., in areas as specified hereinafter.
- D. The Contractor shall be responsible for phasing Work in areas allocated for his exclusive use during this Project, including any proposed stockpile areas, to restrict sediment transport. This will include installation of any temporary erosion control devices, ditches, or other facilities.
- E. The areas set aside for the Contractor's use during the Project may be temporarily developed to provide satisfactory working, staging, and administrative areas for his exclusive use. Preparation of these areas shall be in accordance with other requirements contained within these Specifications and shall be done in a manner to both control all sediment transport away from the area.
- F. All permanent stockpiles shall be covered by plastic cover or seeded with soil stabilization seed and protected by construction of silt fences, completely surrounding stockpiles and located within 10 feet of the toes of the stockpile slopes.
- G. Sediment transport and erosion from working stockpiles shall be controlled and restricted from moving beyond the immediate stockpile area by construction of temporary toe-of-slope ditches and accompanying silt fences, as necessary. The Contractor shall keep these temporary facilities in operational condition by regular cleaning, regrading, and maintenance. Stockpiles remaining in place longer than 14 calendar days shall be considered permanent stockpiles for purposes of erosion and sediment control.
- H. The Contractor shall maintain all elements of the Soil Erosion Stabilization and Sedimentation Control systems and facilities to be constructed during this Project for the duration of his activities on this Project. The site inspections shall be conducted at least once every calendar week and within 24 hours of any discharge from the site. The inspection frequency for temporarily stabilized, inactive site may be reduced to once a month every calendar year.

## **DIVISION 1 – GENERAL REQUIREMENTS**

### **Section 01 57 13 – Temporary Erosion and Sediment Control**

---

- I. The inspector shall summarize the results of each inspection in an inspection report or checklist and be entered into, or attach to, the site logbook. The logbook should be available for review by the Owner or the Department of Ecology.
- J. All sedimentation facilities shall be cleaned of collected sediment after every storm or as determined from the weekly inspections. Cleaning shall be done in a manner that will not direct the sediment into the storm drain piping system. Removed sediment shall be taken to an area selected by the Engineer where it can be cleaned of sticks and debris, then allowed to dry. Final sediment and debris disposal shall be onsite as designated by Engineer.
- K. Replacement or repair of failed or overloaded silt fences, check dams, or other temporary erosion control devices shall be accomplished by the Contractor within 2 days after receiving written notice from the Engineer.
- L. Unpaved earth drainage ditches shall be regraded as needed to maintain original grade and remove sediment buildup. If a ditch becomes difficult to maintain, the Contractor shall cooperate with the Engineer and install additional erosion control devices such as check dams, temporary paving, or silt fences as directed by the Engineer.
- M. If the Contractor has not complied with any of the above maintenance efforts to the satisfaction of the Engineer within 2 working days after receiving written notification from the Engineer, the Owner shall have the prerogative of engaging others to perform any needed maintenance or cleanup, including removal of accumulated sediment at constructed erosion control facilities, and deduct from the Contractor's monthly partial payment the costs for such efforts.
- N. Discharge of construction stormwater is permitted under the Owner's NPDES permit, which has been provided on the Builders Exchange website as Appendix A. The NPDES permit allows stormwater discharge into the Owner's existing GWTP outfall. Coordinate with Owner on the connection point to the Owner's outfall line; this connection point is above ground and next to the existing GWTP. The Contractor shall store and treat stormwater as required to meet the NPDES limits and shall also monitor the discharged stormwater as required by the NPDES permit. Provide all monitoring results to the Engineer.
- O. See Section 02 61 00, Removal and Disposal of Contaminated Soil, for the requirements for disposal of contaminated soil.

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 57 13 – Temporary Erosion and Sediment Control**

---

**1.03 STANDARD SPECIFICATIONS**

- A. Standard Specifications, when referenced in this section, shall mean the Washington State Department of Transportation (WSDOT), Standard Specifications for Road, Bridge, and Municipal Construction, 2014 edition. Parts of these Standard Specifications that are specifically referenced shall become a part of this section as though stated herein in full. In case of a discrepancy between the requirements of the Standard Specifications and the requirements stated herein, the requirements herein shall prevail.

**1.04 SUBMITTALS**

- A. Submittals shall be made in accordance with Section 01 33 00, Submittals.
- B. In addition, the Contractor shall provide the following specific information:
  - 1. Certificates of inspection of seed by state or federal authorities and copies of delivery invoices or other proof of quantities of fertilizer.
  - 2. Manufacturer's certificate of compliance attesting that the geotextile meets the requirements of these Specifications.
  - 3. Contractor shall submit a complete and accurate permit application form [Notice of Intent (NOI)] to the Washington State Department of Ecology to be covered in the Construction Stormwater General Permit.
  - 4. Contractor shall submit for approval of the Stormwater Pollution Prevention Plan (SWPPP). The SWPPP shall be in accordance with Ecology's SMMWW Manual, "Washington Stormwater Pollution Prevention Plan Guide," August 2012.

**PART 2 – PRODUCTS**

**2.01 PERMANENT SEED**

- A. Seed for those areas where topsoil is to be applied shall be 75 percent Kentucky 31, and 25 percent Annual Ryegrass.

**2.02 SOIL STABILIZATION AND TEMPORARY SEED**

- A. Summer seed mix shall be 50 percent by weight Tall Fescue, 30 percent by weight Sericea Lespedeza, and 20 percent by weight German Millet.
- B. Winter seed mix shall be 50 percent by weight Tall Fescue, 30 percent by weight Sericea Lespedeza, 15 percent by weight Annual Ryegrass, and 5 percent by weight Redtop.

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 57 13 – Temporary Erosion and Sediment Control**

---

2.03 TOPSOIL

- A. Topsoil shall be as specified under Section 31 23 23, Fill and Backfill.

2.04 FERTILIZER

- A. Fertilizer shall be commercial, chemical type, uniform in composition, free-flowing, conforming to state and federal laws, and suitable for application with equipment designed for that purpose.
- B. Fertilizer shall have a minimum percentage of plant food by weight for the following: Permanent fertilizer mix shall be 10 percent nitrogen, 10 percent phosphoric acid, and 10 percent potash.

2.05 SILT FENCE

- A. Shall be as specified in Standard Specifications Section 9-33, Table 6, Geotextile for Temporary Silt Fence.
- B. Silt fence post shall be as specified in Standard Specifications Section 8-01.3(9)A.

2.06 STRAW MULCH

- A. Threshed straw of oats, wheat, barley, or rye, free from seed of noxious weeds, or clean salt hay.

2.07 PLASTIC COVER

- A. Clear Plastic Covering: Shall be as specified in Standard Specifications Section 9-14.5(3).

2.08 HIGH VISIBILITY CONSTRUCTION FENCING

- A. High visibility construction fencing shall be as specified in Detail Drawing for High Visibility Construction Fencing, as shown on the Drawings.
- B. Maintenance of high visibility construction fencing shall be as specified in Standard Specifications Section 8-01.3(15).

2.09 INLET PROTECTION

- A. Inlet protection filters used shall be as specified in Standard Specifications Section 9-33.2, Table 2, Geotextile for underground drainage filtration properties.

## **DIVISION 1 – GENERAL REQUIREMENTS**

### **Section 01 57 13 – Temporary Erosion and Sediment Control**

---

- B. Protection and maintenance of inlets shall be as specified in Standard Specifications Section 8-01.3(9)D.

#### **2.10 BAKER TANK (TEMPORARY STORAGE TANKS)**

- A. Baker tank(s), or temporary storage tanks, shall be provided in key locations as needed before beginning grading and excavation work in the Project Site. Temporary conveyances and pumps shall be installed concurrently with provision of Baker tank(s). Size and number of Baker tank(s) provision shall be based on SWPPP guidelines and as needed to meet the regulations set forth in Ecology's Construction Stormwater General Permit.

### **PART 3 EXECUTION**

#### **3.01 GENERAL**

- A. The Contractor shall install erosion and sediment control measures and maintain in accordance with the Drawings, the SWPPP, and Ecology's SMMWW, 2012.
- B. Contractor shall inspect and maintain stormwater and surface water controls throughout the duration of the construction.
- C. Temporary erosion and sedimentation control measures shall remain in operation until completion of the permanent stormwater drainage system, and the site is stabilized.
- D. The soil of the site may be contaminated and any stormwater that comes into contact with the soil will become contaminated as well. Contractor shall assume that all stormwater will become contaminated and shall provide a temporary treatment system to provide the necessary treatment for discharge to the Owner's outfall per the Owner's NPDES permit. At a minimum, the stormwater shall be treated using an activated carbon filtration system.

#### **3.02 SILT FENCE**

- A. Silt fence shall be installed and maintained per Ecology's SMMWW.

#### **3.03 SEEDING**

- A. General:
  - 1. The Contractor shall give at least 3 days notice to the Engineer prior to seeding to allow the Owner to inspect the prepared areas. The

## **DIVISION 1 – GENERAL REQUIREMENTS**

### **Section 01 57 13 – Temporary Erosion and Sediment Control**

---

Contractor shall rework any areas not approved for seeding to the Owner's satisfaction.

2. The Contractor shall keep the Engineer advised of schedule of operations.
3. Seed shall be clean, delivered in original unopened packages and bearing an analysis of the contents, guaranteed 95 percent pure with minimum germination rate of 85 percent.

#### **B. Schedules:**

1. Seeding shall be performed in accordance with the following schedule:
  - a. Summer Seeding: Between March 15 and June 15, or September 1 to November 15.
  - b. Winter Seeding: All other times of year, except when weather conditions prohibit further construction operations as determined by the Engineer.

#### **C. Soil Stabilization and Temporary Seeding:**

1. Soil stabilization seeding shall consist of the application of the following materials in quantities as further described herein for stockpiles and disturbed areas left inactive for more than 14 days.
  - a. Lime.
  - b. Fertilizer.
  - c. Seed.
  - d. Mulch.
  - e. Maintenance.
2. Hydroseeding will be permitted as an alternative method of applying seed and associated soil conditioning agents described above. Should the Contractor elect to apply soil stabilization seeding by hydroseeding methods, he shall submit his operational plan and methods to the Engineer.
3. Temporary Seeding is to be placed and maintained over all disturbed areas prior to Permanent Seeding. Maintain Temporary Seeding until such time as areas are approved for Permanent Seeding. As a minimum, maintenance shall include the following:
  - a. Fixup and reseedling of bare areas or redisturbed areas.
  - b. Mowing for stands of grass or weeds exceeding 6 inches in height.

#### **D. Topsoil and Permanent Seeding:**

1. Topsoil and Permanent Seeding shall consist of the application of the following materials in quantities as further described herein:
  - a. 4-inch depth of topsoil.



**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 57 13 – Temporary Erosion and Sediment Control**

---

- b. Lime.
  - c. Fertilizer.
  - d. Permanent seed mix.
  - e. Mulch.
- 2. Topsoil is to be placed over all disturbed areas that are not surfaced with concrete, asphalt, or pavers.
- 3. Preparation:
  - a. After rough grading is completed and reviewed by the Engineer, Contractor shall spread topsoil as hereinbefore specified over all areas to receive Permanent Seeding to a minimum compacted depth of 6 inches with surface elevations as shown. Loosen the finished surface to a depth of 2 inches and leave in smooth condition, free from depressions or humps, ready for seeding.
  - b. Finish Grading:
    - 1) Contractor shall rake the topsoiled area to a uniform grade, so that all areas drain as indicated on the grading plan.
    - 2) Contractor shall remove all trash and stones exceeding 1 inch in diameter from area to a depth of 2 inches.
- 4. Permanent Seed:
  - a. After soil has been scarified, apply seed and other products at the rate and proportion specified below:
    - 1) Seed Mix: 150 pounds per acre.
    - 2) 10-10-10 Fertilizer: 1,000 pounds per acre.
    - 3) Lime: 3 tons per acre.
    - 4) Water: As necessary.
- 5. Maintenance:
  - a. Maintenance Period: Contractor shall begin maintenance immediately after each portion of permanent grass is planted and continue for 8 weeks after all planting is completed.
  - b. Maintenance Operations: Contractor shall water to keep surface soil moist. Repair washed out areas by filling with topsoil, liming, fertilizing, and seeding. Replace mulch on banks when washed or blown away. Mow to 2 inches after grass reaches 3 inches in height, and mow frequently enough to keep grass from exceeding 3-1/2 inches. Weed by local spot application of selective herbicide only after first planting season when grass is established.
- 6. Guarantee:
  - a. If, at the end of the 8-week maintenance period, a satisfactory stand of grass has not been produced, the Contractor shall renovate and reseed the grass or unsatisfactory portions thereof immediately, or, if after October 15 during the next planting season. If a satisfactory stand of grass develops by

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01 57 13 – Temporary Erosion and Sediment Control**

---

July 1 of the following year, it will be accepted. If it is not accepted, a complete replanting will be required during the planting season meeting all of the requirements specified under paragraph Permanent Seed.

- b. A satisfactory stand is defined as grass or section of grass that has a substantial establishment of new grass, strongly rooted, and uniformly green in appearance from a distance of 50 feet. No noticeable thin or bare areas as determined by the Engineer.

**3.04 PLASTIC COVER**

- A. Plastic cover shall be installed on embankment slope or stockpiles that are subject to erosion.
- B. The plastic cover shall be in place tightly by using sandbags or ropes with a maximum 10-foot grid spacing in all directions.

**3.05 TEMPORARY STORAGE TANKS**

- A. Temporary storage tanks shall be underlain by quarry spalls a minimum of 12 inches thick.
- B. Contractor shall be responsible to repair and maintain the temporary storage tanks and the conveyance systems related to the operation of the tanks.

END OF SECTION

## **DIVISION 1 – GENERAL REQUIREMENTS**

### **Section 01 57 19 – Spill Prevention, Control and Countermeasures Plan**

---

#### **PART 1. GENERAL**

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

The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, and General Requirements, apply to this work as if specified in this section. Work related to this section is described in:

- A. Section 00 73 19 Health and Safety Provisions
- B. Section 01 35 13 Special Provisions for Contaminated Sites
- C. Section 02 61 00 Removal and Disposal of Contaminated Soil
- D. Section 31 23 19 Site Water Control and Treatment
- E. Section 31 25 00 Erosion Control and Water Pollution Control

##### **1.01 DESCRIPTION OF WORK**

- A. In an effort to prevent, control, and stop water pollution and erosion within the project, thereby protecting the Work, nearby land, streams, and other bodies of water, the Contractor shall perform all Work in strict accordance with all Federal, State, and local laws and regulations governing waters of the State, as well as permits acquired for the project.
- B. The Contractor shall perform all temporary water pollution/erosion control measures shown in the Plans, specified in the Specifications, proposed by the Contractor and approved by the Engineer, or ordered by the Engineer as Work proceeds.

#### **PART 2 PRODUCTS**

Not Used

#### **PART 3 EXECUTION**

##### **3.01 SPILL PREVENTION, CONTROL AND COUNTERMEASURES PLAN**

- A. The Contractor shall prepare a project specific spill prevention, control and countermeasures (SPCC) plan to be used for the duration of the project. The plan shall be submitted to the Engineer prior to the commencement of any on site construction activities. The Contractor shall maintain a copy of the plan at the Work site, including any necessary updates as the Work progresses. If hazardous materials are encountered during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. Hazardous material, as

## **DIVISION 1 – GENERAL REQUIREMENTS**

### **Section 01 57 19 – Spill Prevention, Control and Countermeasures Plan**

---

referred to within this Specification, is defined in RCW 70.105.010 under “Hazardous Substances”.

- B. Occupational safety and health requirements that may pertain to SPCC planning are contained in but not limited to WAC 296-824 and WAC 296-843.
- C. The SPCC plan shall address the following project-specific information:
  - 1. SPCC Plan Elements:
    - a. Site Information: Identify general site information useful in construction planning, recognizing potential sources of spills, and identifying personnel responsible for managing and implementing the plan.
    - b. Project Site Description: Identify staging, storage, maintenance, and refueling areas and their relationship to drainage pathways, waterways, and other sensitive areas, specifically address:
      - 1. The Contractor’s equipment maintenance, refueling, and cleaning activities.
      - 2. The Contractor’s on site storage areas for hazardous materials.
    - c. Spill Prevention and Containment: For each of the locations identified in B, above, specifically address:
      - 1. Spill prevention and containment measures to be used at each location.
      - 2. The method of collecting and treating, or disposing of runoff from each location.
      - 3. The method of diverting project runoff from each location.
    - d. Spill Response: Outline spill response procedures including assessment of the hazard, securing spill response and personal protective equipment, containing and eliminating the spill source, and mitigation, removal and disposal of the material.
    - e. Standby, On-Site, Material and Equipment: The plan shall identify the equipment and materials the Contractor will maintain on site to carry out the preventive and responsive measures for the items listed.
    - f. Reporting: The plan shall list all federal, state and local agency telephone numbers the Contractor must notify in the event of a spill.

## **DIVISION 1 – GENERAL REQUIREMENTS**

### **Section 01 57 19 – Spill Prevention, Control and Countermeasures Plan**

---

- g. Program Management: Identify site security measures, inspection procedures and personnel training procedures as they relate to spill prevention, containment, response, management and cleanup.
- h. Preexisting Contamination: If preexisting contamination in the project area is described elsewhere in the Plans or Specifications, the SPCC plan shall indicate measures the Contractor will take to conduct Work without allowing release or further spreading of the materials.
- i. Work Below the Ordinary High Water Line: Identify equipment that will be used below the ordinary high water line. Outline daily inspection and cleanup procedures that ensure equipment is free of all external petroleum-based products. Identify refueling procedures for equipment that cannot be moved from below the ordinary high water line.
- j. Attachments: Site plan showing the locations identified in (1. B. and 1. C.) noted previously.
- k. Spill and Incident Report Forms, if any, that the Contractor will be using.

#### **3.02 IMPLEMENTATION REQUIREMENTS**

- A. The Contractor shall implement prevention and containment measures identified in the SPCC plan prior to performing any of the following:
  - 1. Placing materials or equipment in staging or storage areas
  - 2. Equipment refueling
  - 3. Equipment washing
  - 4. Stockpiling contaminated materials

#### **PART 4 MEASUREMENT AND PAYMENT**

All work in this section is incidental to other pay items.

END OF SECTION

## **DIVISION 1 - GENERAL REQUIREMENTS**

### **Section 01 70 00 - Project Closeout**

---

#### **PART 1 - GENERAL**

- A. RELATED WORK DESCRIBED ELSEWHERE
- B. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, and other sections of the General Requirements apply to this work as if specified in this section. Work related to this section is described throughout the specifications.
- C. Prior to requesting final inspection, the Contractor shall assure itself that the project is complete in all aspects.

#### **PART 2 - PRODUCTS**

##### **2.01 WARRANTY**

- A. The Contractor warrants the labor, materials and equipment delivered under the contract to be free from defects in design, material, or workmanship, and against damage caused prior to final inspection. Unless otherwise specified, this warranty extends for a period of one (1) year from the date of Substantial Completion.
- B. The Contractor shall promptly repair or replace all defective or damaged items delivered under the contract. The Contractor may elect to have any replaced item returned to Contractor's plant at Contractor's expense.
- C. In the event of equipment failure, during such time or in such a location those immediate repairs are mandatory, the Contractor shall respond promptly, irrespective of time. If the Contractor is not available, the Port will effect repairs. The Contractor shall then reimburse the Port for parts and labor necessary to correct deficiencies as defined within the warranty clause and time.

#### **PART 3 - EXECUTION**

##### **3.01 FINAL DOCUMENTS**

- A. As-Built Drawings  
After the completion of the work and before requesting substantial completion, the record drawings shall be completed and given to the Engineer.
- B. The Contractor shall furnish a minimum of 3 copies of each of the following manuals prior to substantial completion.
  - 1. Operation Manuals (including Manufacturer's recommended guidelines and material fact sheets).
    - a. Electrical

## **DIVISION 1 - GENERAL REQUIREMENTS**

### **Section 01 70 00 - Project Closeout**

---

- (1) See Div 26 00 00-1.14
2. Maintenance Manuals (including Manufacturer's recommended guidelines and material fact sheets).
  - a. Electrical
    - (1) See Div 26 00 00-1.14
3. Operations and Maintenance manuals must be separate for each item listed above, and will be comprehensive in nature and include all information required for the proper operation and maintenance of the above mentioned items. Documentation must include cover, title sheet, table of contents, system description, MSDS, manufacturer's catalog and fact sheets, drawings and diagrams. Copies of required warranties must be included.

#### **3.02 CLEAN-UP**

- A. Final clean-up and clean-up during the course of the work is defined in the General Conditions Paragraph 04.25. Those paragraphs are supplemented to provide the following:
  1. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste.
  2. Site: Unless otherwise specifically directed by the Engineer, hose down all paved areas on the site and all public sidewalks directly adjacent to the site. Completely remove all resultant debris.
  3. Timing: Schedule final cleaning as approved by the Engineer to enable the Port to occupy a completely clean project.

END OF SECTION

**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

---

**PART 1 - GENERAL**

**1.01 GENERAL**

- A. Conform to the General Conditions, Supplementary Conditions, and related work in other Divisions for all work in Division 26 and 27.

**1.02 WORK INCLUDED**

- A. It is the intention of this division of the specifications and the accompanying drawings to describe and provide for the furnishing, installing, testing and placing in satisfactory and successful operation all equipment, materials, devices and necessary appurtenances to provide a complete electrical system, together with such other miscellaneous installations and equipment hereinafter specified and/or shown in the plans. The work shall include all materials, appliances and apparatus not specifically mentioned herein or noted on the plans, but which are necessary to make a complete working installation of all electrical systems shown on the plans or described herein. Equipment and devices furnished and installed under other divisions of this specification (or by the Owner) shall be connected under this division. The drawings and specifications are complementary and what is called for in either is binding as if called for in both.
- B. By submitting a bid, the Contractor is acknowledging that he has made a thorough examination of the Contract Documents, existing site and building conditions, and has determined that these documents do sufficiently describe the scope of construction work required under this Contract.

**1.03 SCOPE OF BASIC BID**

- A. Included in Division 26 and 27 work is all work and related items necessary to provide all electrical installations except as specifically excluded. In general, this includes all labor, equipment, tools, etc., to complete the electrical work.

**1.04 RELATED WORK**

- A. Temporary Power and Lighting - See Section 01 50 00



**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

---

**1.05 STANDARDS AND REGULATIONS**

- A. The work shall comply with the latest edition of the applicable Standards and Codes of the following:

ASTM	American Society for Testing and Materials
NBFU	National Board of Fire Underwriters
NEC	National Electrical Code
---	State Electrical Code
NESC	National Electrical Safety Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
U.L.	Underwriters Laboratories Inc.
IPCEA	Insulated Power Cable Engineers Associated
CBM	Certified Ballasts Manufacturers
---	Federal, State and Local Building Codes
ETL	Electrical Testing Laboratories

- B. If any conflict occurs between Government adopted Code Rules and this specification, the codes are to govern. Nothing in these drawings and specifications shall be construed to permit work not conforming with governing codes. Also, this shall not be construed as relieving the Contractor from complying with any requirements of the plans and specifications which may be in excess of, but not in conflict with, requirements of the Governing Codes.

**1.06 PERMITS & FEES**

- A. The Contractor shall obtain and pay for all licenses, permits and inspections required by laws, ordinances and rules governing work specified herein. The Contractor shall arrange for inspection of work by the inspectors and shall give the inspectors all necessary assistance in their work of inspection.
- B. The Contractor shall consult with and follow the requirements of the local fire, power, telephone, and television utilities serving the area and shall coordinate his work with them.
- C. Utility connection and hook-up charges for power, telephone and television shall be paid by the Owner directly to the utility. The Electrical Contractor is required to provide any and all coordination necessary to support the utility connection, file for application of service (or assist the Owner in filing for application of service) and coordinate dates for service with the utilities.

**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

---

**1.07 DEFINITIONS**

- A. When "Provide" is used, it shall be interpreted as "furnishing and installing complete in operating condition".
- B. When "Drawings" is used, it shall be interpreted as "all Contract Drawings for all Disciplines".
- C. When "Contractors" is used, it shall be interpreted as the Electrical Contractor.

**1.08 INTENT OF DRAWINGS**

- A. The electrical drawings are intended to serve as working drawings for general layout. The equipment layout is diagrammatic and unless specifically dimensioned or detailed, does not indicate all fittings, hardware or appurtenances required for a complete operating installation.
- B. Anything shown on the drawings but not covered in the specifications, or anything covered in the specifications but not shown on the drawings, shall be as if covered in both. In case of conflict between the drawings and specifications, the Engineer will select the method to be used. The Contractor shall be responsible for verifying all measurements before proceeding with the work.
- C. Wiring diagrams are not intended to indicate the exact course of raceways or exact location of outlets. Raceway and outlet locations are approximately correct and are subject to revision as may be necessary or desirable at the time of installation. Precise location in every case shall be subject to the Engineer's approval.

**1.09 PROTECTION**

- A. The Contractor shall store and guard all equipment before installation and shall protect same, and replace any equipment that has been damaged prior to final acceptance.

**1.10 HOUSEKEEPING**

- A. All electrical materials shall be kept stored in an orderly fashion protected from heat, cold, and the weather.
- B. All marred surfaces shall be refinished and painted after installation.
- C. All debris shall be removed from premises during work, as directed, and at completion of job.

**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

---

**1.11 TEMPORARY USE**

- A. Temporary or interim use of any and all portions of the electrical system shall be under the supervision of the Electrical Contractor.
- B. Temporary power and lighting for use during construction shall be provided per the requirements of the Division 1 specifications.

**1.12 AS-BUILT DRAWINGS**

- A. The Contractor shall maintain, in addition to any reference drawings, an as-built set of prints, on which all deviations from the original design shall be drafted in a neat, legible manner with red colored pencil. This red lined set shall identify all drawing revisions including addenda items, change orders, and Contractor revisions. The Contractor is responsible to revise panel schedules and load calculations as required.
- B. Drawings shall show locations of all concealed raceway runs larger than 1", giving the number of conductors and size of raceway. Underground ducts shall be shown with cross section elevations. All pipe, raceway, manholes or lines of other trades shall be included.
- C. The Contractor shall update all references to specific products to indicate products actually installed on project. This shall include, but not be limited to, lighting fixtures, baseboard heaters, etc.
- D. Upon completion of the Division 26 and 27 Work, the Contractor shall deliver the red lined drawings and one set of neatly drafted as-built drawings on reproducible mylar to the Engineer for transmittal through the Engineer to the Owner.

**1.13 WARRANTY**

- A. Provide a written warranty that the Division 26 and 27 Work is free from mechanical and electrical defects. Contractor shall replace and repair, to the satisfaction of the Engineer, any parts of the installation which may fail within a period of 12 months after the certificate of final acceptance, provided that such failure is due to defects in material or workmanship, or failure to follow the specifications and drawings.

**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

---

**1.14 INSTRUCTIONS AND MANUALS**

- A. A completed, preliminary copy, except for the bound cover, shall be submitted 60 days prior to completion of the project for checking and review. Five (5) bound, corrected copies shall be delivered to the Owner 20 days prior to scheduled instruction periods as specified under Section 1.16 "Instruction Periods" after review of the preliminary copy. Obtain a receipt for the manuals and forward a copy of the receipt to the Engineer with the completed form.
- B. Manuals shall contain shop drawings, wiring diagrams, operating and maintenance instructions, replacement parts lists, and equipment nameplate data for all equipment and systems installed under the project. Signal equipment submittals shall contain step-by-step circuit description information designed to acquaint maintenance personnel with equipment operation in each mode of operation. Manuals shall contain original brochures supplied by manufacturers. Xerox copies of originals will not be accepted.
- C. Each type of device provided shall be identified in the O & M Manual using the same identification as shown on the drawings and specifications. The information included must be the exact equipment installed not the complete "line" of the Manufacturer. Where sheets show the equipment installed and other equipment, the installed equipment shall be neatly and clearly identified on such sheets. Parts lists shall give full ordering information assigned by the original parts manufacturer. Relabeled and/or renumbered parts information as reassigned by equipment supplier is not acceptable. The following information shall be provided for each device:
  - 1. Manufacturer's name, address and phone number.
  - 2. Local supplier's name, address and phone number.
  - 3. Complete parts lists including quantities and manufacturer's part numbers.
  - 4. Installation instructions.
  - 5. Recommended maintenance items including maintenance procedure and recommended interval of maintenance listed in hours of operation, calendar unity or other similar time unit.

**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

---

- D. The O & M Manual shall be assembled in a loose leaf, 3-ring, hard cover binder and electronically on compact disc. The information contained in the manuals shall be grouped in an orderly arrangement by specification index. The manuals shall have a typewritten index and divider sheets between categories with identifying tabs. The covers shall be imprinted with the name of the job, Owner, Architect, Electrical Engineer, Division 26 and 27 Contractor, and year of completion. The back edge shall be imprinted with the name of the job, Owner, and year of completion. As a minimum, the following selection shall be broken out:
1. Power Mounds
  2. Panelboards, Switchgear, and Transformers
- E. Wiring Diagrams for each system shall be complete for the specific system installed under the Contract. "Typical" Line Diagrams will not be acceptable unless properly marked to indicate the exact field installation.

**1.15 WORK NOT INCLUDED**

- A. Indicated motors, controls, and equipment as described in other divisions shall be furnished by other trades, but shall be moved, set and wired to electrical controls and power supply by the Electrical Contractor.
- B. Work to be included under this Contract shall be defined on drawings and in these specifications. Any details beyond these limits are meant only to give installation clarity to that portion which is a part of this Contract.

**1.16 INSTRUCTION PERIODS**

- A. Upon completion of the work and after all tests and final inspection of the work by the authority(s) having jurisdiction, the Contractor shall demonstrate and instruct the Owner's designated operation and maintenance personnel in the operation and maintenance of the various electrical systems. The Contractor shall arrange scheduled instruction periods with the Owner. The Contractor's representatives shall be superintendents or foremen knowledgeable in each system and suppliers representatives when so specified.
- B. Scheduled Instruction periods shall be:
1. Power Mounds 1 Hour
- C. Costs for time involved by Contractor shall be included in the bid.

**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

## 1.17 COMPLETION OF WORK

- A. Upon completion of the Division 26 and 27 work, the Contractor shall deliver to the Engineer a completion letter stating that he has fulfilled all the requirements of his Contract for Division 26 and 27 work as set forth in the drawings and specifications and that all items in pre-final inspection lists submitted by the Engineer have been satisfactorily completed.
- B. Arrange for and obtain all required inspections and certificates pertaining to the Division 26 and 27 work and deliver the certificates to the Engineer in triplicate.
- C. Prior to or at the time of final inspection, the Contractor shall, as outlined in detail in the specifications, complete the delivery of all the following items:
1. Completion Letter
  2. Certificate of Final Inspection, in triplicate form.  
Electrical Inspector                      COMPLETION OF WORK  
Fire Department                              26 00 00 – 1.17
  3. Warranty to Owner (with  
copy for Engineer                      SUPPLEMENTARY GENERAL  
CONDITIONS  
26 00 00- 1.13
  4. Marked Set and  
Reproducible Mylar St of              GENERAL AS-BUILT DRAWINGS  
“As-Built” Electrical                      26 00 00– 1.12  
Drawings
  5. OHMIC Test Readings              GENERAL, TESTS  
26 05 19 – 3.03 (B)
  6. Panelboard and Special              MATERIALS, GENERAL  
Equipment Shop                              26 00 00– 2.03  
Drawings and Final  
Approved List of Materials  
Installed
  7. Certified of Feeders                      WIRES AND CABLES  
Torque Results                              26 05 19

**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

---

- |     |  |   |
|-----|--|---|
| 8.  | * Receipt from person to whom delivered the following spare glasses, plastic diffusers, lamps, and ballast fuses.                              | LIGHTING FIXTURES<br>26 50 00   |
| 9.  | * Receipt from person to whom delivered the following: Spare Fuses for Switches, Spare Keys for Panelboards, receptacles switches, plugs, etc. | FUSES – 26 28 13<br>PANELBOARDS – 26 24 16<br>SWITCHES & RECEPTACLES–<br>26 27 26 |
| 10. | Wiring diagrams, Maintenance Manuals, Operation Instructions, and Brochures (5 sets minimum)   | GENERAL, INSTRUCTIONS &<br>MANUALS – 26 00 00– 1.14                               |
- \* Secure delivery instructions from Architect for delivery to Owner.

**1.18 SHOP DRAWING SUBMITTALS**

- A. The Contractor shall submit to the Architect electronic shop drawings in PDF format. Electronic Shop Drawings that are submitted without following the format as outlined below will be returned for corrections without any further review.
1. A separate PDF file shall be submitted for each Division including all submittal items for that Division as outlined below:
    - a. Division 26 – Electrical
    - b. Division 27 – Telecommunications
  2. The contractor shall provide either a digital or hardware method of transporting the electronic submittal to the Architect. Files larger than 10Megabytes shall not be sent via email and shall be transferred via an FTP or similar file transfer protocol, PC compatible CD or PC compatible Thumb Drive. Divisions shall not be broken up into separate files for transfer via email. The engineer shall not be held responsible for delays due to submittal rejection due to improper submittal format.

**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

---

3. Each Specification PDF shall be submitted with the following format and salient attributes:
  - a. Cover page including:
    - i. Project Title as indicated on the plans
    - ii. Project Location including Address, City, State, Country
    - iii. Prime Contractor name, phone number, and email address
    - iv. Sub-Contractor name, phone number, and email address
    - v. Specification Division Number and Title
  - b. Index Page outlining each specification section included in the submittal. This list shall be linked to a corresponding Specification Section Divider for each section. This link shall enable the reviewer to jump to a specification section by clicking the item in the list.
  - c. Specification Section Divider: Shop Drawings shall be divided by specification section and each section shall begin with a Divider Page outlining the Specification Number, Title, and a list of Submittal Items for the section. In the upper right hand corner of the divider page, a Link shall be provided returning the reviewer to the Index Page.
  - d. Each Submittal Item listed on the Specification Section Divider shall be linked to the specific item being submitted. Each Submittal Item shall be hi-lighted Yellow with a Note Reference to the specific paragraph giving the submittal requirements.
  - e. Each page of the submittal shall be numbered in the Bottom Right corner of the page. Page numbering shall be Roman Numerals for all pages before the First Specification Section. Each Specification Section page shall be numbered with the Specification Section number, a dash, and the page number in the Specification Section.



**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

---

- f. Specification items shall be specifically hi-lighted as they apply to the project rather than hi-lighting an entire product family. Items that do not apply to this project shall be crossed out with a Red X.
  - g. The PDF file shall be not be Protected to prevent printing, selecting of text within the document, or extracting of pages from the document.
- B. Shop drawings shall be submitted complete, at one time and each item indexed with dividers and separated per specification section and shall be, but not limited to the items of equipment listed below:
  - 1. All panelboards, showing breaker arrangement with circuit numbers, relays, and panel skirts.
  - 2. Wiring Devices
  - 3. Back Boxes
  - 4. Raceways and Connectors
  - 5. Copper Wire
  - 6. Any other items requested by Engineer.
- C. Within 10 working days after the date of the letter rejecting any items of equipment, lighting fixtures, or materials as not in accordance with the specifications, Contractor shall submit a new list of items he proposes to furnish and install in place of those items rejected. If the Contractor fails to submit this new list within the above specified time, or if any items on this second list are rejected as not being in accordance with these specifications, the Engineer may select the items which the Contractor shall furnish and install without change in Contract price or time of completion.
- D. The acceptance of a manufacturer's name or product by the Engineer does not relieve the Contractor of the responsibility for providing materials and equipment which comply in all details with the requirements of the Contract Documents. The Contractor shall be solely responsible for submitting materials at such a time to allow a minimum of two weeks for Engineer's review.

**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

---

- E. Electrical Drawings for the project have been developed by the Engineer using AutoCAD™ Revision 2012 software. These drawing files will be made available to the Contractor for development of shop drawings and/or “As-Builts” for a fee of \$20.00 per sheet.

**1.19 SCHEDULE OF VALUES**

- A. Provide Schedule of Values per Division 1, Section 01 20 00 and related project requirements.

**PART 2 - PRODUCTS**

**2.01 COMPETITIVE PRODUCTS**

- A. Any reference in the specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor, in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which in the judgment of the Engineer, expressed in writing, is equal to that specified. However, any manufacturer not listed as an accepted bidder for a specific item must be submitted for acceptance in writing and with descriptive data verifying equal quality and performance at least ten (10) working days prior to the bid date for approval.

**2.02 MANUFACTURER/EQUIPMENT PRIOR APPROVALS**

- A. Any manufacturer/equipment not listed as an approved substitute for a specified item must be submitted for acceptance in writing, with detailed information to include:
  - 1. Manufacturer's Catalog Data
  - 2. Complete Physical and Technical Data
  - 3. Wiring Diagrams
  - 4. Detailed reference (written or highlighted) noting compliance with the appropriate Specification Section and all applicable Specification item numbers within that Section.
  - 5. Complete type written index cross referencing all proposed substitutes and specified items.
  - 6. Detailed reference to specified items (written or highlighted) noting equal quality and performance of proposed substitute equipment.

**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

---

- 7. Other descriptive data, as required by the Engineer.
- B. If substitute material is determined to be acceptable by the Engineer, it will be included in a subsequent Addenda prior to bidding. The acceptance of a manufacturer's name or product by the Engineer does not relieve the Contractor of the responsibility for providing materials and equipment which comply in all details with the requirements of the Contract Documents.
- C. Only materials which are specified or published in addenda as acceptable shall be used.

**2.03 MATERIALS**

- A. All materials must be of the quality herein specified. All materials shall be new, of the best quality and free from defects. They shall be designed to ensure satisfactory operation and operational life in the environmental conditions which will prevail where they are being installed.
- B. Each type of material shall be of the same make and quality. The materials furnished shall be standard products of the manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest standard design.
- C. All materials shall be U.L. or E.T.L. listed for the purpose for which they are used.
- D. Equipment in compliance with U.L. standards but not bearing their label is not acceptable. If the manufacturer cannot arrange for labeling of an assembled unit at the factory the unit shall be field evaluated per the Washington State Administrative Code (WAC) and the electrical inspector's requirements.

**2.04 COMPLETE SYSTEM**

- A. All the systems mentioned shall be complete and operational in every detail except where specifically noted otherwise. Mention of certain materials in these specifications shall not be construed as releasing the Contractor from furnishing such additional materials and performing all labor required to provide a complete and operable system.

**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

---

**2.05 NAMEPLATES**

- A. Provide nameplates constructed of plastic (black on white) laminated material engraved through black surface material to white sublayer (attach with screws on NEMA 1 enclosures). EXCEPTION (1): Emergency distribution system component labeling - white letters on red background. Exception (2): Series rated systems shall be yellow background with white letters.
  - 1. Panelboard Labels: Refer to Section 26 24 16
  - 2. Switch and Receptacle Labels: Refer to Section 26 27 26
  - 3. Special Equipment/Outlet Labels: Refer to Appropriate Sections.
  - 4. Under 600 Volt Feeder Tags: Refer to Section 26 05 19.

**PART 3 - EXECUTION**

**3.01 GENERAL**

- A. Careful consideration shall be given to clearances under and over beams, pipes and ducts, to provide proper headroom in all cases. Check drawings to determine heights of all suspended ceilings and size of pipe shafts where raceway and wire-ways shall run. Coordinate installation of Division 26 and 27 wiring and equipment with Division 23 and other trades. Where insufficient room for proper installation appears, obtain clarification from Engineer before any installation is begun.
- B. Cutting and Patching:
  - 1. Obtain permission from the Architect and/or Owner's Representative prior to cutting. Locate cuttings so they will not weaken structural components. Cut carefully and only the minimum amount necessary. Cut concrete with diamond core drills except where space limitations prevent the use of such drills.
  - 2. All construction materials damaged or cut into during the installation of this work must be repaired or replaced with materials of like kind and quality as original materials by skilled labor experienced in that particular building trade.

**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

---

**3.02 COORDINATION**

- A. The Contractor is responsible for accomplishing Division 26 and 27. The work shall coordinate with that of the other Contractors and/or other trades doing work in the building and shall examine all Drawings, including the several Divisions of Mechanical, Structural, Civil and Architectural, for Construction Details and necessary coordination. Specific locations of construction features and equipment shall be obtained from the Contract Documents, field measurements, and/or from the trade providing the material or equipment. No extra costs will be allowed for failure to obtain this information.
- B. All conflicts shall be reported to the Engineer in writing before installation for decision and correction. Special attention is called to the following items:
  - 1. Door swings to the end that switches will be located on "Strike" side of the door.
  - 2. Location of grilles, pipes, sprinkler heads, ducts and other mechanical equipment so that all electrical outlets, lighting fixtures and other electrical outlets and equipment are clear from and in proper relation to these items.
  - 3. Location of cabinets, counters and doors so that electrical outlets, lighting fixtures and equipment are clear from and in proper relation to these items.
  - 4. Type and height of ceiling.
  - 5. All device measurements referenced on drawings or specifications are to be centered of device unless noted otherwise.
- C. The Contractor will not be paid for work requiring reinstallation due to lack of coordination or interference with other Contractors or trades. This includes, but is not limited to, removing, replacing, relocating, cutting, patching, and finishing.
- D. Device and fixture locations may be changed within 15 feet without extra charge if so desired by the Engineer, before installation.

**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

---

**3.03 REQUESTS FOR INFORMATION (RFI)**

- A. It is our intent to provide a timely response for RFIs regarding Division 26 and 27 Work. To further expedite this process, where a suggestion can be determined or derived at by the initiator of the RFI, it is required this suggestion be supplied with the submitted RFI. If no suggestion is given where one is possible, the RFI will be returned as incomplete.

**3.04 CLEANING AND PAINTING**

- A. All equipment, whether exposed to the weather or stored indoors shall be covered to protect it from water, dust and dirt.
- B. After installing, all metal finishes shall be cleaned and polished, cleaned of all dirt, rust, cement, plaster, grease and paint.
- C. All equipment with a primer coat of paint shall be given two (2) or more coats of a finish enamel and scratched surfaces be refinished to look like new. Markings, identification and nameplates shall be replaced.

**3.05 EQUIPMENT IDENTIFICATION**

- A. Provide identifying engraved bakelite nameplate on all equipment, including pull boxes, to clearly indicate its use, area served, circuit identification, voltage, and any other useful data.
- B. Each auxiliary system, including communications, shall be clearly labeled to indicate its function.

**3.06 DEVIATION**

- A. Deviation from the shop drawings in construction or installation of equipment shall not be made unless Shop Drawings showing proposed deviations are submitted to and approved by the Engineer. If any equipment is furnished under this or other divisions with current, voltage or phase ratings that differ from those shown on the drawings, the Contractor shall notify the Engineer in writing immediately and shall not connect said equipment until instructed as to required changes by the Architect. No extension of time will be granted as a result of such changes.

**3.07 EXCAVATIONS**

- A. All excavations are to be so conducted so that no walls or footings shall be disturbed in any way.

**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

---

- B. Remove all surplus earth not needed for backfilling and dispose of same as directed.

**3.08 WIRING METHODS**

- A. All low voltage wiring shall be in Raceway with Junction Boxes and Fittings.
- B. All branch circuit wiring shall be installed in raceway with junction boxes and fittings.
- C. Provide access panels as needed for pull boxes and equipment located above ceiling or behind walls.
- D. Multiple feeder runs shall be rod hung, using a strut type channel with individual one-hole clamps, back plates and machine screws.
- E. Any low voltage cables that are not terminated at both ends shall be tagged and labeled per code.

**3.09 HANGERS AND SUPPORTS**

- A. Provide hangers, brackets, and suspension rods and supplementary steel to support equipment.
- B. Hangers provided under other divisions shall not be used for support of Division 26 and 27 equipment unless permitted by Architect/Engineer.
- C. Hangers and supports shall be Type 316 stainless steel unless noted otherwise.

**3.10 PAINTING**

- A. Painting in general will be covered under another division of this specification, except items furnished under Division 26 and 27 that are scratched, marred in shipment or installation, shall be refinished by the Division 26 and 27 Contractor.

**3.11 WORKMANSHIP AND OBSERVATION**

- A. Workmanship shall be of the best quality and none but competent workers shall be employed under the supervision of a competent foreman. All completed work shall represent a neat and workmanship like appearance.
- B. All work and materials shall be subject to observation at any and all times by representatives of the Engineer.

**DIVISION 26 – ELECTRICAL**  
**Section 26 00 00 – Electrical General Conditions**

---

**3.12 MISCELLANEOUS**

- A. Provide complete seismic anchorage and bracing for the lateral and vertical support of conduit and electrical equipment, as required by the International Building Code.
- B. Conduits that cross seismic separations shall be installed with flexible connection suitable to accommodate conditions. Secure raceways on each side of a separation and provide a minimum of 36" length of flexible conduit to span separation.

**3.13 CABLE AND WIRING ROUTED UNDERGROUND OR UNDERSLAB**

- A. All cables and conductors, both line voltage and low voltage, routed underground or underslab shall be U.L. listed for installation in wet locations per NEC and WAC codes.

**END OF SECTION**



**DIVISION 26 – ELECTRICAL**  
**Section 26 00 05 – Electrical – Existing Systems**

---

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Section 26 00 00 – General Electrical Conditions

**1.02 WORK INCLUDED**

- A. The scope of work for demolition includes removing all electrical and telecommunications utilities along the existing wood section of pier and warehouse.
- B. The demolition work shall include removal of abandoned below grade or above grade electrical and telecommunications systems that will interfere with the new work.
- C. Demolition work shall be performed in phases per the drawings.

**PART 2 - PRODUCTS**

**2.01 EXISTING MATERIALS**

- A. Existing materials which are a part of the building shall remain the property of the Owner.

**2.02 EXISTING MATERIALS RE-INSTALLED**

- A. Existing materials and equipment that are removed as a part of the work or stored in surplus may be re-installed as a part of the new system subject to approval of condition suitability by the Architect/Engineer. The requirements of the specifications (i.e. installation, warranty, testing, etc.) shall apply as if the materials were new, supplied by the Contractor.

**2.03 EXISTING MATERIALS NOT TO BE RE-INSTALLED**

- A. In coordination with the Architect/Engineer, these materials shall be made available for his inspection and decision as to whether the Owner will retain possession. Items selected for retention shall be delivered to a location on the premises selected by the Owner and turned over to him. Take reasonable care to avoid damage to this material. If the Contractor fails to conform to this requirement, he shall purchase and turn over to the Owner replacement materials of like kind and quality.

**DIVISION 26 – ELECTRICAL**  
**Section 26 00 05 – Electrical – Existing Systems**

---

- B. All material not selected for retention by the Owner and debris shall be disposed of by the Contractor. This shall include, but not be limited to, removal of PCB type ballasts and fluorescent lamps which shall be disposed of in accordance with EPA requirements.

**PART 3 - EXECUTION**

**3.01 EXISTING CONDITIONS**

- A. Examine the structure, building, and conditions under which Division 26 work is to be installed for conditions detrimental to proper and timely completion of the work. Do not proceed with work until deficiencies encountered in installation have been corrected. Report any delay or difficulties encountered in installation of Division 26 work which might be unsuitable to connect with work by other divisions of this specification. Failure to report conditions shall constitute acceptance of other work as being fit and proper for the installation of Division 26 work.
- B. Maintain continuity of existing circuits of equipment to remain. Existing circuits of equipment shall remain energized. Circuits which are to remain but were disturbed during demolition shall have circuits, wiring, and power restored back to original condition.

**3.02 DEMOLITION**

- A. Switchboards, panelboards, signaling systems, other electrical equipment free standing (or surface mounted), raceway (exposed) and conductors no longer in service as a result of this Contract shall be removed. Unused raceways or sleeves shall be cut flush at ceiling, floor or wall and filled with grout.

**3.03 EXISTING PANELBOARD**

- A. Any modifications made to existing panels or switchboards must be incorporated into the existing circuit index on the panel or switchboard. If more than three circuits are modified a new typewritten index incorporating the changes to the existing index shall be installed in the existing equipment.
- B. Listing shall match circuit breaker arrangements, typically with odd numbers on the left and even numbers on the right.

**END OF SECTION**

**DIVISION 26 – ELECTRICAL**  
**Section 26 05 19 – Wires and Cables**

---

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Section 26 00 00 – General Electrical Conditions

**1.02 WORK INCLUDED**

- A. Provide all wire, cable, and terminations complete.

**PART 2 - PRODUCTS**

**2.01 WIRE AND CABLE (COPPER, 600-VOLT)**

- A. Interior and Above Grade: All wires to be Type THW or RHW. Type THWN/THHN or XHHW wire may be utilized at Contractors option, subject to code requirements. Wire and cables shall be brought to project in original containers bearing the underwriters label. Provide Type AVA wire where conductors are subject to temperature above 167 Degrees F.
- B. Underground: All conductors to be Type USE or Type G. Increase Raceway size when necessary to accommodate conductors per code.

**2.02 SPLICES**

- A. Above Grade: Solderless type only. Preinsulated "twist-on" type (limited to size #10 and smaller). Bolt on compression type with application of preformed insulated cover, heat shrinkable tubing or plastic insulated tape acceptable for all sizes.
- B. Below Grade: Splices below grade shall be in handholes and shall be made watertight with epoxy resin type splicing kits similar to Scotchcast.

**2.03 TERMINATIONS**

- A. Compression set, bolted or screw terminal.
- B. Conductors #12 and smaller shall utilize eye or forked tongue type compression set terminator when termination is to a bolted or screw set type terminal block or terminal cabinet.

**2.04 PLASTIC CABLE TIES**

- A. Nylon or Equivalent, locking type.

**DIVISION 26 – ELECTRICAL**  
**Section 26 05 19 – Wires and Cables**

---

**2.05 CABLE TAGS**

- A. Cable tags shall be installed on all three phase feeder cables. Tags shall be embossed with feeder power source and circuit number, i.e. panel A-26. Use tag part No. FT201 for cables up to 1-1/2 inch, use FT-205 for over 1-1/2 inch.

**PART 3 - EXECUTION**

**3.01 GENERAL**

- A. Install all wiring in Raceway unless shown or specifically authorized otherwise.

**3.02 WIRE SIZE**

- A. No. 12 AWG minimum for power and lighting circuits.
- B. Provide solid wire for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger (600) volts.

**3.03 TESTS**

- A. In addition to the factory testing of all equipment and cable, the Contractor shall test all wiring connections for continuity and ground before any fixtures or other loads are connected. Tests shall be made with a 500V minimum DC "Megger" type tester. If tests indicate faulty insulation (less than 2 megohms), such defects shall be corrected and tested again. Contractor shall provide all apparatus to make tests and shall bear all expenses of required testing. Routine operation tests shall be made on all pieces of equipment to demonstrate that working parts are in operating condition. Results of all tests shall be recorded and submitted to the Architect. The Contractor shall immediately replace all parts, which fail to pass the test.
- B. Measure the OHMIC value of the Electric Service Entrance metallic "System Ground" with reference to "Earth Ground" using the "Multiple Ground Rod Fall-In-Potential" method and suitable instruments. Maximum resistance to ground shall be less than 10 ohms. If this resistance cannot be obtained with the ground system shown, notify the Architect immediately for further instructions. Provide OHMIC test results to Engineer.
- C. All circuits both in and out of the building shall test out free of grounds, short circuits and other defects.

**DIVISION 26 – ELECTRICAL**  
**Section 26 05 19 – Wires and Cables**

---

- D. Check and record catalog number and ampere size of controller overload heaters installed, nameplate full-load amperes, and actual operating amperes of each motor. **IMPORTANT:** Submit recorded data in triplicate to the Engineer. Check proper load balance on the electrical system, direction of rotation, lubrication, and overload protection of all motors before placing in operation.
- E. Provide a log of ampere reading for all panels from phase to neutral for 4 wire panels and from phase to phase for 3 wire panels. These readings shall be taken with all loads activated.
- F. The final test of all equipment shall be made on dates designated by the Architect/Engineer and all readings shall be made in his presence.
- G. Feeders shall be checked to ensure all phases are energized before connecting to their respective motors. Each motor shall rotate in the proper direction for its respective load. Prior to rotation test, all bearings shall be inspected for proper lubrication.
- H. Minimum megger test for equipment shall be as follows:

Equipment Maximum Voltage Rating	Minimum Test Resistance
1,000-Volts or less	2 Megohms

- I. Provide certification of torque values for feeder and service entrance conductors per equipment manufacturer's recommendation.

**3.04 CONDUCTOR SIZES, REFERENCED ON PLANS**

- A. Copper, Type THW or RHW unless noted.

**3.05 PULLING**

- A. Use no mechanical means for pulling No. 8 AWG conductors and smaller. Powdered soap stone or approved spray cream shall be the only lubricant used.

**3.06 STRIPPING INSULATION**

- A. Do not ring the cable, always pare or pencil.

**DIVISION 26 – ELECTRICAL**  
**Section 26 05 19 – Wires and Cables**

---

**3.07 TAPING**

- A. If used shall be half lapped synthetic tape.

**3.08 CONDUCTORS IN PANELS AND SWITCHBOARDS**

- A. Conductors in panels, switchboards, and terminal cabinets shall be neatly grouped and formed in a manner to "Fan" into terminals with regular spacing.

**3.09 CABLE SUPPORTS**

- A. Provide conductor support devices as required by code in vertical cable runs.

**3.10 RACEWAY SIZES REFERENCED ON DRAWINGS**

- A. Raceways are sized for copper, Type THW, unless otherwise noted. Size all Raceways per code unless specifically noted to be larger on the drawings.

**END OF SECTION**

**DIVISION 26 – ELECTRICAL**  
**Section 26 05 26 – Grounding and Bonding**

---

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Section 26 00 00 – General Electrical Conditions

**1.02 WORK INCLUDED**

- A. A grounding system shall be provided for neutral ground and equipment ground as required by code.
- B. An isolated grounding system shall be provided for all isolated ground receptacles as allowed by Code (2011 NEC 250-146, paragraph D).

**PART 2 - PRODUCTS**

**2.01 GROUNDING CONDUCTORS**

- A. Copper, code size, with physical protection where subject to damage. Bare or green insulated.

**2.02 GROUND RODS**

- A. 3/4" x 8'-0" copper clad steel.

**PART 3 - EXECUTION**

**3.01 GENERAL**

- A. Provide all grounding for electrical systems and equipment as required by codes and as specified herein.

**3.02 GROUND RODS**

- A. Provide as shown and/or required. Connect the ground conductor to each rod.

**3.03 SIZE OF GROUND WIRE**

- A. As required by code. Where ground wire is exposed to physical damage or is used outside of building, protect with conduit.

**DIVISION 26 – ELECTRICAL**  
**Section 26 05 26 – Grounding and Bonding**

---

**3.04 GROUND CONNECTION OF WATER PIPING**

- A. Metal internal piping shall be grounded, as part of this Contract. This includes jumpers for dielectric fittings.

**3.05 GROUND CONNECTION OF BUILDING STEEL**

- A. Structural metal shall be grounded, as part of this Contract.

**3.06 CONNECTION TO THE GROUND BUS**

- A. Provide connections in accordance with the codes; including but not limited to raceway systems, switchboard/panelboard frames, service neutral, separately derived systems, electrically operated equipment and devices. No device or equipment shall be connected for electrical service which has a neutral conductor connected to a grounding conductor or to the frame within the device or equipment.

**3.07 METHOD OF CONNECTION**

- A. Make all ground connections and ground cable splices by thermal welding. Grounding lugs, where provided as standard Manufacturer's items on equipment furnished, may be used.

**3.08 FLEXIBLE RACEWAY**

- A. Shall not be used for grounding. Install separate ground conductor in all flexible raceway.

**3.09 PVC RACEWAY**

- A. Install separate ground conductor in all PVC raceway as required per code.

**3.10 RTRC RACEWAY**

- A. Install separate ground conductor in all RTRC raceway as required per code.

**END OF SECTION**



**DIVISION 26 – ELECTRICAL**  
**Section 26 05 32 – Outlet and Pull Boxes**

---

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Section 26 00 00 – General Electrical Conditions

**1.02 WORK INCLUDED**

- A. Provide outlet and pull boxes to enclose devices, permit the pulling of conductors and for wire splices and branches.

**PART 2 - PRODUCTS**

**2.01 EXTERIOR WIRING**

- A. Above Grade: Outlet and junction boxes shall be cast or malleable iron or shall be cast of corrosion resistant alloy compatible with Raceway to which it is connected. Pull boxes shall be fabricated of heavy gauge steel and hot dipped galvanized. All boxes shall have gasketed covers.
- B. Below Grade: Where exposed to earth, boxes (handholes) shall be constructed of precast concrete with size, configuration, cover, grates and reinforcing as required by the particular installation. Manufacturer: Similar to Utility Vault 3030LA with base or Fogtite J11 Type 2 with base. Lid shall be H-20 rated where installed in traffic areas. Where not exposed to earth shall comply with Paragraph 2.02A above.
- C. Exterior outlet boxes shall be weather resistant and rain tight, with appropriate covers, gaskets and screws.

**PART 3 - EXECUTION**

**3.01 ANCHORING**

- A. All boxes shall be firmly anchored directly or with concealed bracing to building studs or joints. Boxes must be so attached so that they will not "Rock" or "Shift" when devices are operated.

**3.02 CONNECTION TO EQUIPMENT**

- A. For equipment furnished under this or other Divisions of the Specifications, or by others. Provide outlet boxes of sizes and at locations necessary to serve such equipment. An outlet box is required if the equipment has pigtail wires for external connection, does not have space to accommodate circuit wiring used. Study equipment details to assure proper coordination.

**DIVISION 26 – ELECTRICAL**  
**Section 26 05 32 – Outlet and Pull Boxes**

---

**3.03 BLANK COVERS**

- A. Provide blank covers or plates over all boxes not covered by equipment.

**3.04 JUNCTION OR PULL BOXES**

- A. Pull and junction boxes shall be installed as shown, and to facilitate pulling of wire and to limit the number of bends within code requirements. Boxes shall be permanently accessible and shall be placed only at locations approved by the Architect.
- B. The Drawings do not necessarily show every pull or Junction Box required. The Contractor is permitted to provide boxes deemed necessary by him for his work when installed in accordance with these Specifications.

**3.05 BOXES IN EARTH**

- A. Provide for all wire splices and as required to pull conductors. Boxes (handholes) shall be set in place on a 3" sand bed. Coverplates shall be flush to, and match the slope of, the final surface grade.

**3.06 COLOR CODING**

- A. All Junction Boxes installed in accessible spaces and exposed in unfinished areas shall be color coded using spray paint or tape on the box and cover as applicable in the following manner:

277/480-Volt ..... Sand

- B. The colors shall match the colors used on the Raceway - See Section 26 05 33.

**3.07 NAMEPLATES**

- A. For all line voltage junction boxes, provide engraved nameplate indicating circuit numbering of all wiring in junction box.

**END OF SECTION**

**DIVISION 26 – ELECTRICAL**  
**Section 26 05 33 – Raceway**

---

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Section 26 00 00 – General Electrical Conditions

**1.02 WORK INCLUDED**

- A. Provide Raceway System complete.

**PART 2 - PRODUCTS**

**2.01 REINFORCED THERMOSETTING RESIN CONDUIT (RTRC)**

- A. For use in marine environments.
- B. UL2515 listed and labelled as such on all conduit.
- C. Plated copper in a 2” reinforced thermosetting resin conduit. Conduit and fittings shall have the following salient attributes:
  - 1. UL 2515 listed and labelled as such on all conduit shipped.
  - 2. Manufactured using single circuit filament winding process.
  - 3. Resin shall be epoxy based, with no fillers.
  - 4. All additives for increasing flame spread and lowering smoked density shall be halogen free.
  - 5. Internal conduit and elbow walls shall be smooth and all fibers embedded in the epoxy.
  - 6. All conduit and fittings shall be manufactured in the U.S.A. and marked as such.
  - 7. 1 ½ conduit shall have a minimum impact resistance of 30 foot-pounds.
  - 8. Manufacturer shall have a current certificate, issued by an independent and accredited company, of compliance with an ISO 9001:2008 Quality Management System.

**DIVISION 26 – ELECTRICAL**  
**Section 26 05 33 – Raceway**

---

**PART 3 - EXECUTION**

**3.01 GENERAL**

- A. Install Raceway concealed in construction unless noted otherwise on the Drawings or specifically approved in writing by the Architect/Engineer.
- B. Cut Raceway ends square, ream and extend maximum distance into all couplings and connectors.
- C. Provide and install manufactured end caps on all Raceway ends during construction to prevent the entrance of water or dirt. Tape, as a cover, not permitted.
- D. Swab out all Raceways before pulling wires.
- E. All elbows for RTRC Raceway shall be factory radius bends. For all other Raceway, use factory radius bends of 1-1/4" and larger diameter.

**3.02 RACEWAYS UNDERGROUND**

- A. Galvanized rigid steel conduit - painted with two coats of bitumastic paint - or galvanized rigid steel conduit with 15 mil. polyvinyl chloride (PVC) jacket (repair abrasions with PVC base paint or PVC).
- B. PVC Raceways may be used for underground runs when permitted by code. Field bends, when necessary, shall be formed only with factory recommended heater. Penetrations through floor and walls shall be galvanized rigid steel conduit. PVC, if used, shall be increased in size from that shown to include code required ground wire. Bends in excess of 10 degrees shall be GRS.
- C. Arrange and slope Raceways entering building to drain away from building.
- D. Ground wires shall be provided in all PVC Raceway.

**3.03 INSERTS, SHIELDS AND SLEEVES**

- A. Furnish and set in place, in advance of pouring slabs and walls, all inserts and sleeves needed to execute Division 26 equipment installation.
- B. Where supports in slabs are required after wall has been poured, use a drilled-in threaded insert, installed as recommended by Manufacturer.
- C. Sleeves shall be provided for all wall penetrations.

**DIVISION 26 – ELECTRICAL**  
**Section 26 05 33 – Raceway**

---

**3.04 RACEWAYS THAT STUB UP THROUGH FLOOR OR SLAB**

- A. Install at such depth that the exposed Raceway is vertical and no curved section of the elbow is visible.
- B. PVC Raceway shall not be stubbed through floors.

**3.05 SEALING OF RACEWAYS**

- A. Seal interior of all Raceways which pass through buildings roofs, floors or through outside walls of the building, above or below grade. Seal on the end inside the building or enclosure using duct sealing mastic, non-hardening compound type, specially designed for such service to maintain the integrity of the seal of the wall, floor or roof. Pack around the wires in the Raceways.

**3.06 COLOR CODING**

- A. General: Provide color bands of tape or paint one inch (25 mm) wide for Raceways up to two inch (51 mm) in diameter and one-half the Raceway diameter for larger Raceways, applied at panel and pullbox locations within each room, and 50 ft. (15.25 m) on centers within an area.
- B. Color Banding:  
  
277/480 Volt ..... Sand
- C. The colors shall match the colors used on the boxes - See Section 26 05 32.

**3.07 PULL CORDS**

- A. Nylon type shall be included in all installed empty Raceway.

**END OF SECTION**

**DIVISION 26 – ELECTRICAL**  
**Section 26 24 16 – Panelboards**

---

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Section 26 00 00 – General Electrical Conditions

**1.02 WORK INCLUDED**

- A. Provide all panelboard equipment, complete; dead front type.

**PART 2 - PRODUCTS**

**2.01 PANELBOARD TYPE**

- A. Panelboards shall be rated at proper voltage and current for intended use with busbars of copper or aluminum. Panels shall be 3-phase, 4-wire, 100% neutral, unless noted otherwise. Where aluminum is utilized, all lugs shall be of an approved compression type. Provide multiple lugs where conductors in parallel or "feed through" are shown on the Drawings.
- B. Conductor Connectors shall be bolted to busbars using Grade 5 bolts and Belleville washers. Feeder conductor connectors shall be rated for 75 Degree C. wire when 75 Degree C. wire is indicated. Where aluminum conductors are utilized for feeders or branch circuits the connectors shall conform with Section 26 05 19.
- C. Panelboards shall have a separate ground bus bonded to the panelboard frame.
- D. Where 120-Volt, 15- or 20-Amp breakers are intended for switching loads they shall be of type rated for switching duty labeled "SWD."

**2.02 ACCEPTABLE MANUFACTURERS**

- A. General Electric
- B. Square-D
- C. Seimens
- D. Cutler-Hammer

**DIVISION 26 – ELECTRICAL**  
**Section 26 24 16 – Panelboards**

---

**2.03 CIRCUIT BREAKERS**

- A. The following interrupting capacity, 10,000 AIC Symmetrical shall be considered minimum. Other ratings shall be as specified on panel schedules shown on the Drawings. Series rating of breakers is not allowed.
- B. Mount breakers in all panelboards so that breaker handles operate in a horizontal plane. Bolt in type only. Provide common trip on all multiple pole breakers.
- C. Where noted, provide spare breakers, complete for future connection of wiring circuits. Where "Space" is indicated for breakers, provide all bussing and breaker mounting hardware in the panelboard, provide steel knockouts in dead front metal closure of unused part of panel. If any steel knockouts are removed, provide breakers in such spaces or approved coverplates. Open spaces are not permitted.
- D. For multi-wire branch circuits, provide approved breaker handle ties where required by NEC 210.4.

**2.04 CABINET FOR EACH PANELBOARD**

- A. Flush or surface, as indicated; tight closing doors without play, when latched. Where two cabinets are located adjacent to each other in finished areas, provide matching trim of the same height. Where a remote controlled switch or contactor is mounted in any panelboard, mount on same frame as panelboard interior with screw retained access door in dead front shield; common door over circuit breakers and remote controlled device. Where flush mounted, provide (2) 3/4" conduits to accessible ceiling space for future expansion.
- B. All conduits for future expansion shall stub into a junction box, where located above grade, and shall be sealed in the panel.
- C. Provide cabinets of sufficient dimensions to allow for future expansion and addition of circuit breakers within the panelboards as indicated on panel schedules.
- D. Provide cabinet front with full-height hinged door. One door over the interior and an additional hinged dead front cover over interior and wireway (door-in-door). Full-height front cover hinged to box with concealed trim clamps. Provide flush door locks.
- E. Provide lock for each cabinet door. All Electrical Distribution Equipment Locks shall be keyed identically. Key system shall match existing. Supply Owner with minimum six keys.

**DIVISION 26 – ELECTRICAL**  
**Section 26 24 16 – Panelboards**

---

- F. Fasten panelboard front with machine screws with oval counter-sunk heads, finish hardware quality, with escutcheons or approved trim clamps. Clamps accessible only when dead front door is open are acceptable. Surface mounted panelboards with fronts greater than 48 inches vertical dimension shall be hinged at right side in addition to hinged door over dead front.
- G. Finish: Provide factory prime coat for cabinets to be located in finished areas. Where cabinets are located in unfinished areas, standard lacquer or enamel finish, gray or blue-gray color, shall be substituted for factory prime coat. Where installed outdoors in a marine environment, enclosure shall be Type 316, NEMA 4X.

**2.05 SYSTEM OF NUMBERING AND BUS ARRANGEMENT**

- A. Shall be as shown on the Panel Schedules on the Drawings.

**2.06 PANELBOARD NAMEPLATE**

- A. Provide engraved and filled (or color layer - engraved through outer layer) plastic nameplate with 1/2-inch high characters (for panel name); attached with screws to each NEMA 1 panelboard front. White on black, include voltage, phases, wires and minimum A.I.C. Rating in 3/8-inch characters.
- B. Nameplate color shall be:
  - 1. Normal System: White letters on black
- C. Provide a service entrance label nameplate on the main panelboard which includes the following:
  - 1. Architect
  - 2. Electrical Consultant
  - 3. Electrical Contractor
  - 4. Date of Installation
  - 5. Service Voltage & Bus Amperage Rating
  - 6. Symmetrical Short Circuit Current Rating
  - 7. Year of Manufacture
- D. Provide a riser diagram drawing using non-fading ink and mylar installed under glass and attached to the exterior of the main panelboard showing feeder runs, panels, transformers and raceway sizes.



**DIVISION 26 – ELECTRICAL**  
**Section 26 24 16 – Panelboards**

---

**PART 3 - EXECUTION**

**3.01 MOUNTING**

- A. Secure in place with top of cabinet at 6'-0", unless otherwise noted. Top of cabinet and trim shall be level. Firmly anchor cabinets directly or with concealed bracing to Building Structure. When panels are not located in or directly on a wall, provide a support frame of formed steel channel which is anchored to the floor and Ceiling Structure. Interiors shall not be installed until Structure is totally enclosed. Where panels are mounted adjacent to each other, the top edges shall be at the same height.

**3.02 CIRCUIT INDEX**

- A. For each branch circuit panelboard provide a typewritten index listing each circuit in the panelboard by number with its proper load designation. Mount with a transparent protective cover inside cabinet door. Listing shall match circuit breaker arrangements, typically with odd numbers on the left and even numbers on the right. Room numbers used shall be final room numbers used in the building as verified with the Owner, and not room number assigned on Plans.

**3.03 CABINET PAINTING**

- A. Cabinets furnished as prime painting shall be field painted to match color of adjacent wall. (See Division - Painting).

**3.04 SPACE**

- A. Verify space available with equipment sizes and Code Required Working Clearances prior to Submittal of Shop Drawings.

**3.05 GROUNDING**

- A. Provide separate ground busbar for all panels supplying isolated ground circuits.

**3.06 FEED THROUGH AND DOUBLE LUGS**

- A. Provide feed through or double lugs with amperage equal to the incoming feeder amperage unless shown as larger.

**END OF SECTION**