



Serving All of Thurston County

Commission Meeting
Monday, September 11, 2023
5:30 PM

Percival Plaza - Olympics Room
626 Columbia Street NW
Olympia, WA 98501

The meeting agenda is available on the Port's website as of September 7, 2023.

<https://www.portolympia.com/commission>

The public may join the meeting from their computer, tablet or smartphone at:

<https://us02web.zoom.us/j/83665451624?pwd=ZGNlcEtmZEtlSVRFU2xTd3RpYm5RUT09>

or Telephone: 1 253 215 8782

Webinar ID: 836 6545 1624

Passcode: 201206

Please note that the Zoom link changes for each meeting.

Written public comments may be submitted to commissioncoordinator@portolympia.com by 12:00 p.m. on the date of the meeting. All written comments will be compiled and sent to the Commissioners prior to the meeting.

Verbal public comment is accepted in person at the meeting.

If you are attending the meeting via Zoom, you may raise your hand during the meeting to give public comment.
For those listening by phone, press *9 if you wish to raise your hand and provide comment.

AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Approval of Agenda
- D. Executive Director Report
- E. Public Comment

Individual public comments are limited to 3 minutes per person.

NOTE: Guidelines for public comment can be found in the Commission Rules in Resolution Article VI.

- Comments should be directed to Commission: Comments should be directed to the Commission as a whole and should not include comments about individual Port staff or members of the public.
- Courtesy: All speakers (members of the public, Port staff, and Commissioners) shall be courteous in language and demeanor and shall confine remarks to those facts that are germane and relevant to the question or issue under discussion.

Port of Olympia Mission

Creating economic opportunities and building community for all of Thurston County through responsible resource use.

F. Consent Calendar

1. Lease Assignments:

- a. Oyo Hotel
- b. Comfort Inn

G. Pending Issues or Business

1. Capitol Little League

H. Action Calendar

- 1. Commission Compensation, Resolution 2023-06 – Ben McDonald, Human Resources and Administrative Director
- 2. Capitol Lake-Deschutes Estuary (CL-DE) Resolution 2023-04 and Future Interlocal Agreement (ILA) Language and Letter Resolution 2023-05 – Jim Maul, Gemini Environmental Solutions

I. Action/Other Calendar

- 1. Bid Authorization – Asphalt Paving Open Order Contract – James Sommer, Capital Assets Program Manager
- 2. Contract Award – CBC Building 2 Roof Replacement – James Sommer, Capital Assets Program Manager
- 3. Public Comment on Action/Other Calendar

J. Advisory Calendar

- 1. None
- 2. Public Comment on Advisory Calendar

K. Commissioner Reports/Discussion

L. Other Business

M. Meeting Announcements

N. Adjourn

COVER MEMO

Briefing Date/Time: September 11, 2023

Staff Contact/Title: Clarita Mattox, Real Estate Senior Manager
claritam@portolympia.com, 360-528-8070

Subject: Assignment of Land Lease by Satyam Tumwater LLC
OYO Hotel (Former GuestHouse)

Purpose: ☐ Information Only ☒ Decision Needed

Objective:

Approve assignment of land lease to Fateh Investors, LLC via Consent Agenda.

Background/Overview:

- July 1998: Port land lease executed with Western Steel, Inc. for development of two hotels operating under a national franchise.
- August 1998: Lease assigned to GuestHouse Tumwater, LLC.
- June 2006: Lease assigned to E. & J.
- February 2007: Lease assigned to Han Joe Ro. The initial term expires July 2043, and the lease includes one Option to extend the term for an additional 30 years.

Han Joe Ro's interest in the Lease (**operating the OYO Hotel**) was assigned to Satyam Tumwater, LLC ("Satyam," the creditor), as a result of Satyam's acquisition of Han Joe Ro's interest under the Lease at a trustee's auction sale on June 30, 2023. Pursuant to that sale, a Trustee's Deed was executed in favor of Satyam on July 13, 2023.

Satyam has subsequently requested the Port's approval to assign the lease to Fateh Investors, LLC. ("Fateh"), a company that manages and operates several hotel chains throughout Washington and Oregon.

Port staff conducted customary due diligence of Fateh regarding intent and financial strength, and the proposed assignment has received a positive recommendation to move forward.

Documents Attached:

- Hotel Sites Exhibit
- Consent to Assignment of Lease
- Assignment of Lease

Summary & Financial Impact:

None. The terms and conditions of the lease remain unchanged.

Current annual rent: \$43,137.36 plus LET

Effective date: Upon Commission approval and ratification

Rent is increased ten percent (10%) every five years through the end of the term (2043). Prior to the start of the Option period, the rent will be recalculated based on then Commission policy.

Affected Parties:

- Satyam Tumwater, LLC
- Fateh Investors LLC
- Port of Olympia

Staff Recommendation:

Approve and ratify the land lease assignment as presented.

EXHIBIT – HOTEL SITES



ASSIGNMENT OF LEASE

ACCEPTANCE OF ASSIGNMENT OF LEASE (ASSIGNEE),

AND CONSENT TO ASSIGNMENT OF LEASE (LANDLORD)

THIS ASSIGNMENT OF LEASE, ACCEPTANCE, AND CONSENT is made and entered into this ____ day of _____ 2023, by and between the **PORT OF OLYMPIA**, a Washington municipal corporation, hereinafter called the "Port", **SATYAM TUMWATER LLC**, hereinafter called the "Tenant", and **GURFATEH INVESTORS LLC**, hereinafter called the "Assignee".

WHEREAS, the Port entered into a Lease Agreement (hereinafter referred to as the "Lease") dated July 9, 1998 with Western Steel Inc., as Tenant, and covering specific premises owned by Port and leased to Tenant; and

WHEREAS, the lease interest was assigned to GuestHouse Tumwater, LLC pursuant to that certain Assignment of Lease and Consent dated August 27, 1998; and

WHEREAS, a new Lease Agreement was signed by GuestHouse Tumwater, LLC dated October 19, 2000; and

WHEREAS, the Lease was amended by Lease Amendment No. 1 dated November 21, 2000, for the purpose of affixing the metes and bounds of the leased premises, setting the initial monthly rent and setting the initial surety requirements, as recorded in Thurston County on November 29, 2000, in File No. 3325078; and

WHEREAS, the Lease was assigned to SOK, Inc. pursuant to that certain Assignment of Lease and Consent dated June 7, 2006; and

WHEREAS, the Lease was assigned to Han Joe Ro, LLC ("Han Joe Ro") pursuant to that certain Assignment of Lease and Consent dated February 22, 2007; and

WHEREAS, the Lease was amended by Lease Amendment No. 2 dated April 8, 2008, for the purpose of revising the rent amount and subsequently adjusting the surety requirement accordingly; and

WHEREAS, the Lease was amended by Lease Amendment No. 3 dated December 6, 2013, for the purpose of memorializing the rent adjustment in 2013 in accordance with the Lease, which is calculated based on a percentage of the fair market value (FMV) of the Premises as determined by the Thurston County Assessors Valuation, and subsequently adjusting the surety requirement accordingly; and

WHEREAS, the Lease was amended by Lease Amendment No. 4 dated March 27, 2014, for the purpose of changing the methodology by which the rent adjustments are calculated; and,

WHEREAS, the Lease was amended by Lease Amendment No. 5 dated July 3, 2014, for the purpose of extending the initial term to July 8, 2043; and,

WHEREAS, Han Joe Ro's interest in the Lease (**operating Comfort Inn**) was assigned to Satyam Tumwater, LLC ("Satyam"), as a result of Satyam's acquisition of Han Joe Ro's interest under the Lease at a trustee's sale, pursuant to which a Trustee's Deed was executed in favor of Satyam, as recorded in Thurston County on July 13, 2023, in File No. 4983215; and

WHEREAS, a general receiver was appointed to exercise control of Han Joe Ro's assets, under Thurston County Superior Court Case No. 22-2-01023-34 and, as part of that case, on July 26, 2023, the receiver assigned to Satyam any remaining interest in the Lease held by the receiver, pursuant to the Court's Order Approving Stipulation Assuming and Assigning Non-Residential Real Property Leases to Extend Time to Assume or Reject Contracts.

WHEREAS, Tenant desires to assign its interest in the Lease and in the Premises to Assignee;

WHEREAS, Assignee desires to accept assignment of the Lease from Tenant; and

WHEREAS, the Port is willing to consent to assignment of the lease from Tenant to Assignee, upon and subject to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the promises, covenants, conditions, and agreements herein, and other good and valuable consideration, the parties hereby agree as follows:

1. Tenant hereby assigns to Assignee all of its right, title, and interest in and to the Lease and the Premises, effective as of **September 11, 2023**.

2. Tenant hereby further acknowledges and agrees that Tenant shall not by this Assignment of Lease, Acceptance, and Consent be released from any obligations or responsibilities to be performed by the Tenant under the Lease and any amendments or changes thereto, but rather shall continue to remain jointly and severally liable as a principal with respect to the Lease. Tenant hereby further waives notice of any subsequent changes or amendments to the Lease, or any default under the Lease. In the event of any default or failure to perform in any respect, the Port may elect to proceed against anyone, several, or all of the Tenants or Assignees, and by so doing shall not thereby release or waive any rights the Port may have against any other persons or entities. Provided, however, that Tenant shall in no event be liable beyond the terms and conditions in existence as of the date of this Assignment of Lease, Acceptance, and Consent, as if the same had not hereafter been amended or changed.

3. Assignee hereby accepts assignment of Tenant's right, title, and interest in the Lease and the Premises, and assumes and agrees to make all the payments and to perform all the terms, conditions, and covenants of the Lease (including all changes and additions thereto) that are to be performed by the Tenant therein, effective as of **September 11, 2023**.

4. Assignee hereby further agrees to post security and liability insurance in amounts and form in accordance with the terms of the Lease and satisfactory to the Port prior to the effective date of such assignment.

5. Assignee hereby further acknowledges and agrees that it has received and reviewed a copy of the Lease, including all exhibits, amendments, and other papers relating thereto and any changes or additions made to any of the above, that it is familiar with the terms thereof and accepts the same as stated, and that Assignee is not relying on any representations, warranties, or assurances of any kind by the Port with respect thereto.

6. Assignee hereby further acknowledges and agrees that it has made a full and complete inspection of the Premises and accepts the same "AS IS" in their present condition, and that the Assignee is not relying on any representations, warranties, or assurances of any kind by the Port with respect thereto.

7. Tenant and Assignee hereby further acknowledge and agree that the Port's consent to this assignment does not waive the requirement of the Port's consent, or the Port's right to object or withhold consent, to any future assignment or subletting of the Lease or the Premises.

8. The Port hereby consents to Tenant's assignment of its interest in the Lease and the Premises to Assignee, and hereby accepts Assignee herein as the Tenant under the Lease, effective as of **September 11, 2023**, upon and subject to the terms and conditions stated herein, and subject to approval or ratification by the Port of Olympia Commission within thirty (30) days from the date hereof as provided below. **This assignment is conditioned upon closing of a Purchase & Sale agreement between Tenant and Assignee to be no later than September 11, 2023. In the event such transaction does not close, this assignment is automatically null and void.**

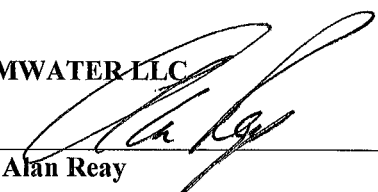
9. Guaranty.

Landlord and Tenant acknowledge that Dayabir S. Bath agrees to act as guarantor and to guarantee to Landlord and its successors and assigns the full, faithful, and punctual performance and observance by Tenant of all obligations, covenants, and conditions to be performed and/or observed by Tenant as set forth in this Lease and further agreed to in the attached Ground Lease Guaranty (Exhibit A).

10. In any action or proceeding, including but not limited to arbitration, and including all appeals, brought to enforce this Agreement, to determine or declare the rights and duties under this Agreement, or to resolve a dispute, breach, or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs, including expert witness fees, incurred in such action or proceeding, in addition to any other relief to which such party may be entitled. All legal proceedings shall be controlled by Washington law. Jurisdiction and venue shall for any legal proceedings shall be Washington.

TENANT:

SATYAM TUMWATER LLC

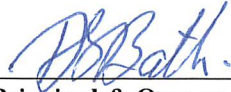

Its: Manager, Alan Reay

Contact Information:

Atlas Hospitality Group
4695 MacArthur Court, Suite 780
Newport Beach, CA 92660-1862
Direct: 949-622-3409
Fax: 949-622-3410
Email: alan@atlashospitality.com

ASSIGNEE:

GURFATEH INVESTORS LLC



Its Principal & Owner: Dayabir S. Bath

Contact Information:

22420 84th Ave S

Kent WA 98032

Direct: 206-669-4843

Email: bathinvestments@gmail.com

PORT:

PORT OF OLYMPIA

ROBERT RUDOLPH, JR.

Its: Interim Executive Director

[illegible]

On this 30TH day of AUGUST, 2023, personally appeared before me, **ALAN REAY** to me known as President of Satyam Tumwater LLC, proven to be the individuals named in the within and foregoing **Assignment of Lease, Acceptance, and Consent as Tenant**, and said person(s) acknowledged that he/she/they signed said instrument and acknowledged that he/she/they is/are authorized to sign said instrument and did so as his/her/their free and voluntary act and deed for the uses and purposes mentioned in said instrument.

In witness whereof, I have hereunto set my hand and seal the day and year above written.



Printed Name: SHANE JOHNSON
Notary Public in and for the State of California
Residing at: NEWPORT BEACH, CA
My commission expires: 03/16/2025

[illegible]

On this ____ day of _____, 2023 personally appeared before me **DAYABIR S. BATH**, to me known or sufficiently proven to be the person(s) named in the within and foregoing **Assignment of Lease, Acceptance, and Consent as Assignee**, and said person(s) acknowledged that he/she/they signed said instrument, on oath stated that he/she/they is/are authorized to sign said instrument and acknowledged it as the _____ of _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in said instrument.

In witness whereof, I have hereunto set my hand and seal the day and year above written.

Printed Name: _____
 Notary Public in and for the State of Washington
 Residing at: _____
 My commission expires: _____

STATE OF CALIFORNIA)

) SS
COUNTY OF ORANGE

On this 30TH day of AUGUST, 2023, personally appeared before me, **ALAN REAY** to me known as President of Satyam Tumwater LLC, proven to be the individuals named in the within and foregoing **Assignment of Lease, Acceptance, and Consent as Tenant**, and said person(s) acknowledged that he/she/they signed said instrument and acknowledged that he/she/they is/are authorized to sign said instrument and did so as his/her/their free and voluntary act and deed for the uses and purposes mentioned in said instrument.

In witness whereof, I have hereunto set my hand and seal the day and year above written.



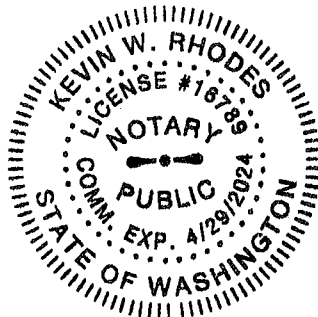
[Signature]
Printed Name: SHANE JOHNSON
Notary Public in and for the State of California
Residing at: NEWPORT BEACH, CA
My commission expires: 03/16/2025

STATE OF WASHINGTON)

) SS
COUNTY OF King

On this 31st day of August, 2023 personally appeared before me **DAYABIR S. BATH**, to me known or sufficiently proven to be the person(s) named in the within and foregoing **Assignment of Lease, Acceptance, and Consent as Assignee**, and said person(s) acknowledged that he/she/they signed said instrument, on oath stated that he/she/they is/are authorized to sign said instrument and acknowledged it as the MANAGER of GURFATEH INVESTORS to be the free and voluntary act and deed of such party for the uses and purposes mentioned in said instrument.

In witness whereof, I have hereunto set my hand and seal the day and year above written.



[Signature]
Printed Name: Kevin W Rhodes
Notary Public in and for the State of Washington
Residing at: Auburn WA
My commission expires: 04/29/2024

[illegible]

On this ____ day of _____, 20____, personally appeared before me **ROBERT RUDOLPH, JR.** to me known to be the Interim Executive Director of the Port of Olympia, the municipal corporation named in the within and foregoing **Assignment of Lease, Acceptance, and Consent**, and said person acknowledged that he signed the same on its behalf, as he is so authorized to do, as the free and voluntary act and deed of such party for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal the day and year above written.

Printed Name: _____
 Notary Public in and for the State of Washington
 Residing at: _____
 My commission expires: _____

This Assignment of Lease, Acceptance, and Consent shall be subject, as a condition subsequent, to ratification by the Port of Olympia Commission within thirty (30) days after the date set forth on page 1 hereof. This Assignment of Lease, Acceptance, and Consent shall be effective and binding on the parties until such time (and thereafter if ratified), the Executive Director having the authority to sign this Assignment of Lease, Acceptance, and Consent and to bind the Port to all of its material terms subject to ratification by the Port Commission. If this Assignment of Lease, Acceptance, and Consent is not ratified as required herein, then it shall terminate and be of no further force and effect.

PORT OF OLYMPIA COMMISSION

Date: _____

On this ____ day of _____ 20____, personally appeared before me _____ to me known to be the _____ of the Port of Olympia Commission, the municipal corporation named in the within and foregoing **Assignment of Lease, Acceptance, and Consent**, and said person acknowledged that he signed the same on its behalf, as he is so authorized to do, as the free and voluntary act and deed of such party for the uses and purposes therein mentioned.

Printed Name: _____
 Notary Public in and for the State of Washington
 Residing at: _____
 My commission expires: _____

**EXHIBIT "A" TO ASSIGNMENT OF GROUND LEASE
GROUND LEASE GUARANTY**

Dayabir Bath, (hereinafter referred to as "Guarantor"), whose address is 22420 84th Avenue South, Kent WA 98032, hereby makes and provides this Guaranty.

WHEREAS, Guarantor(s) are owners of **Gurfateh Investors LLC**, a Washington corporation (hereinafter referred to as "Tenant"), has entered into and obtain the benefits of a Ground Lease (hereinafter referred to as the "Ground Lease") with the Port of Olympia (hereinafter referred to as the "Port"), regarding certain premises located at **1620 74th Ave SE, Tumwater WA 98501**, of the Port of Olympia, which Ground Lease is dated October 19, 2000; and

WHEREAS, the Port has required as a condition to entering into and accepting the Ground Lease Assignment that Guarantor guaranty the obligations, covenants, and conditions to be performed by Tenant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as a material inducement to the Port to enter into and accept the Ground Lease Assignment, Guarantor hereby, unconditionally and irrevocably, guarantees to the Port and its successors and assigns the full, faithful, and punctual performance and observance by Tenant of all obligations, covenants, and conditions to be performed and/or observed by Tenant under the Ground Lease from the commencement of the Ground Lease Assignment as is defined therein.

Guarantor hereby further covenants and agrees as follows:

1. **Unconditional and Absolute Guaranty.** Guarantor shall pay the Port, promptly after demand, the costs and expenses, including, but not limited to attorney's fees incurred in connection with enforcing the rights of the Port against the Guarantor, following any default in the due observance or performance of any agreement, covenant or condition on the part of the Tenant to be performed or observed under the Ground Lease;

2. **Enforcement of Guaranty.** Guarantor hereby unconditionally (a) waives any requirement that the Port in the event of any default by the Tenant first make demand upon, or seek to enforce remedies against, the Tenant before demanding payment under or seeking to enforce this Guaranty; (b) covenants that this Guaranty will not be discharged except by complete performance of the obligations contained in the Ground Lease for the entire duration of this Guaranty; and (c) agrees that this Guaranty shall remain in full force and effect, without limitation by any invalidity, irregularity or unenforceability in whole or in part of any of the Ground Lease or any limitations on the liability of the Tenant thereunder.

3. **No Release of Guaranty.** The obligations, covenants, agreements and duties of the Guarantor under this Guaranty shall not be released, affected, stayed or impaired, without the written consent of the Port, by (a) any assignment, indorsement or transfer, in whole or in part, of the Ground Lease, although made without notice to or the consent of the Guarantor; (b) any failure to enforce or waiver by the Port of the performance or observance

by the Tenant or the Guarantor of any of the agreements, covenants, terms or conditions contained in the Ground Lease; (c) any extension of the time for payment of any amounts payable under or in connection with the Ground Lease or of the time for performance by the Tenant or the Guarantor of any other obligations under or arising out of any of the Ground Lease, this Guaranty, or any extension or renewal thereof; (d) the modification or amendment (whether material or otherwise) of any duty, agreement or obligation of the Tenant set forth in the Ground Lease; (e) the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of the Tenant or the Guarantor; (f) any receivership, insolvency, bankruptcy, reorganization, dissolution or other similar proceedings affecting the Tenant or the Guarantor or any of their assets; (g) any action which the Port may take or omit to take by virtue of the Ground Lease or through any course of dealing with the Tenant; (h) the addition of a new Guarantor or the release of any Guarantor; or (i) the operation of law or any other cause, whether similar or dissimilar to the foregoing.

4. **Subordination of Indebtedness, Bankruptcy of Tenant.** Any indebtedness or other amounts now or hereafter held by or owing to the Guarantor by the Tenant is hereby subordinated to the indebtedness of the Tenant to the Port; and, upon the request of the Port, such indebtedness or other amounts owing by the Tenant to the Guarantor shall be collected, enforced and received by the Guarantor as trustee for the Port and shall be paid over to the Port on account of the indebtedness of the Tenant to the Port without reducing or affecting in any manner the liability of the Guarantor under the other provisions of this Guaranty. The Guarantor hereby assigns and transfers to the Port all rights to any payments or other distributions from any bankruptcy, reorganization, insolvency, receivership or other proceedings affecting creditors' rights relating to or in respect of the Tenant or its assets. If the Guarantor fails to file a proper claim or proof of debt in the form required in such proceeding prior to thirty (30) days before the expiration of time to file claims in such proceedings, then the Port has the right, and is hereby authorized to file an appropriate claim or claims for and on behalf of the Guarantor. For so long as the amounts due under and pursuant to the Ground Lease are paid when due and the Tenant is not otherwise in default, the Guarantor shall be permitted to cause Tenant to pay to it the usual and customary obligations normally paid to it, but no unusual or extraordinary payments shall be made without the written consent of the Port, which shall not be unreasonably withheld.

5. **Litigation; Change in Guarantor's Financial Condition.** The Guarantor will promptly notify the Port of any litigation to which the Guarantor becomes a party and any adverse change in its financial condition, which might impair or diminish the value of this Guaranty to the Port as an assurance of the performance of the Ground Lease by the Tenant. In the event of any such adverse change which so impairs or diminishes the value of this Guaranty, the Guarantor will, upon request of the Port, promptly furnish or make available to the Port such satisfactory additional security in such manner as the Port may reasonably request to compensate for such adverse change. The Guarantor shall promptly furnish the Port with such information, financial or otherwise, as the Port may from time to time request concerning the Guarantor.

6. **Remedies Cumulative.** The rights and remedies of the Port hereunder and under the Ground Lease are cumulative and not exclusive, may be exercised in whole or in

part, and in any order and at any time or times as the Port shall determine. All security of any kind or nature received or receivable by the Port for the repayment of the indebtedness evidenced by the Ground Lease may be applied in any manner or order determined by the Port, except as expressly provided otherwise in the Loan Documents.

7. **Amendments; Continuing Liability.** The terms of this Guaranty may not be modified or amended, except by a written agreement executed by the Guarantor with the consent in writing of the Port. The obligations of the Guarantor under this Guaranty shall be continuing obligations and a separate cause of action shall be deemed to arise in respect of each default hereunder. The Guarantor will, from time to time, deliver, upon request of the Port, satisfactory acknowledgments of the Guarantor's continued liability hereunder.

8. **Receipt and Examination of Ground Lease.** The Guarantor hereby acknowledges that it has received and examined copies of the Ground Lease, the observance and performance of which are hereby guaranteed.

9. **Notices.** Any notice or demand to be given or served hereunder shall be in writing and personally delivered, or sent by registered or certified mail, return receipt requested, addressed as follows:

To Port: Executive Director
Port of Olympia
606 Columbia St NW #300
Olympia, WA 98501
360-528-8000

To Guarantor: Dayabir S. Bath
22420 84th Ave S
Kent WA 98032
206-669-4843

10. **Changes of Address.** Any such address may be changed from time to time by the addressee by serving notice to all other parties as above provided. Service of such notice or demand shall be deemed complete on the date of actual delivery or at the expiration of the second day after the date of mailing, whichever is earlier.

11. **Joint and Several Liability; Parties in Interest.** If there is more than one Guarantor, all covenants, agreements, terms and conditions in this Guaranty contained shall be jointly and severally binding on each of the Guarantors. This Guaranty shall bind the successors and assigns of the Guarantor. This Guaranty shall be assignable by the Port and shall inure to the benefit of and be enforceable by the Port. In this Guaranty, whenever the context so requires, the neuter gender includes the masculine or feminine, and the singular number includes the plural or vice versa.

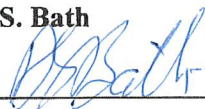
12. **Governing Law; Severability.** This Guaranty shall for all purposes be construed in accordance with the laws of the State of Washington. The Guarantor hereby

irrevocably and unconditionally submits, for purposes of any action or proceeding, which the Port may bring to enforce this Guaranty, to the jurisdiction of the courts of the State of Washington and the Federal District Court for the District of Washington. The submission to such jurisdiction shall not prevent the Port from commencing any such action or proceeding in any other court having jurisdiction. If any provision of this Guaranty is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected.

IN WITNESS WHEREOF, the Guarantor has executed this instrument this ____ day of _____, 2023.

GUARANTOR:

Dayabir S. Bath



COVER MEMO

Briefing Date/Time: September 11, 2023

Staff Contact/Title: Clarita Mattox, Real Estate Senior Manager
claritam@portolympia.com, 360-528-8070

Subject: Assignment of Land Lease by Satyam Tumwater LLC
Comfort Inn Hotel

Purpose: ☐ Information Only ☒ Decision Needed

Objective:

Approve assignment of land lease to Gurfateh Investors, LLC via Consent Agenda.

Background/Overview:

- July 1998: Port land lease executed with Western Steel, Inc. for development of two hotels operating under a national franchise.
- August 1998: Lease assigned to GuestHouse Tumwater, LLC.
- October 2000: Land lease signed with GuestHouse LLC.
- June 2006: Lease assigned to SOK, Inc.
- February 2007: Lease assigned to Han Joe Ro. The initial term expires July 2043, and the lease includes one Option to extend the term for an additional 30 years.

Han Joe Ro's interest in the Lease (**operating the Comfort Inn**) was assigned to Satyam Tumwater, LLC ("Satyam," the creditor), as a result of Satyam's acquisition of Han Joe Ro's interest under the Lease at a trustee's auction sale on June 30, 2023. Pursuant to that sale, a Trustee's Deed was executed in favor of Satyam on July 13, 2023.

Satyam has subsequently requested the Port's approval to assign the lease to Gurfateh Investors, LLC. ("Gurfateh"), a company that manages and operates several hotel chains throughout Washington and Oregon.

Port staff conducted customary due diligence of Gurfateh regarding intent and financial strength, and the proposed assignment has received a positive recommendation to move forward.

Documents Attached:

- Hotel Sites Exhibit
- Consent to Assignment of Lease
- Assignment of Lease

Summary & Financial Impact:

None. The terms and conditions of the lease remain unchanged.

Current annual rent: \$41,168.88 plus LET

Effective date: Upon Commission approval and ratification

Rent is increased ten percent (10%) every five years through the end of the term (2043). Prior to the start of the Option period, the rent will be recalculated based on then Commission policy.

Affected Parties:

- Satyam Tumwater, LLC
- Gurfateh Investors LLC
- Port of Olympia

Staff Recommendation:

Approve and ratify the land lease assignment as presented.

EXHIBIT – HOTEL SITES



ASSIGNMENT OF LEASE

ACCEPTANCE OF ASSIGNMENT OF LEASE (ASSIGNEE),

AND CONSENT TO ASSIGNMENT OF LEASE (LANDLORD)

THIS ASSIGNMENT OF LEASE, ACCEPTANCE, AND CONSENT is made and entered into this ____ day of _____ 20____, by and between the **PORT OF OLYMPIA**, a Washington municipal corporation, hereinafter called the "Port", **SATYAM TUMWATER LLC**, hereinafter called the "Tenant", and **FATEH INVESTROS LLC**, hereinafter called the "Assignee".

WHEREAS, the Port entered into a Lease Agreement (hereinafter referred to as the "Lease") dated July 9, 1998 with Western Steel, Inc., as Tenant, and covering specific premises owned by Port and leased to Tenant; and

WHEREAS, the Lease was amended by Lease Amendment No. 1 dated August 18, 1998, for the purpose of verifying the legal description of the leased premises, term of the lease, rent commencement date and surety requirements; and

WHEREAS, the Lease was assigned to GuestHouse Tumwater, LLC pursuant to that certain Assignment of Lease and Consent dated August 27, 1998; and

WHEREAS, the Lease was amended by Lease Amendment No. 2 dated December 23, 1998, for the purpose of confirming the legal description of the Binding Site Plan to the description of the leased premises in the Lease Agreement; and

WHEREAS, the Lease was amended by Lease Amendment No. 3 dated November 8, 1999, for the purpose of providing for an easement for a private sewer lift station for Tenant's exclusive use; and

WHEREAS, the Lease was amended by Lease Amendment No. 4 dated October 18, 2000, for the purpose of releasing and removing any and all right, title and interest in and to Leased Premises Parcel "C" from the Lease in order to provide clear title in a subsequent Port of Olympia Ground Lease from the Port to Guest House Tumwater, LLC regarding Parcel "C", as recorded in Thurston County on November 9, 2000 in File Nos. 3322443 and 3322444; and

WHEREAS, the Lease was assigned to E & J, Incorporated, pursuant to that certain Assignment of Lease and Consent dated June 7, 2006; and

WHEREAS, the Lease was assigned to Han Joe Ro, LLC, pursuant to that certain Assignment of Lease and Consent dated February 22, 2007; and

WHEREAS, the Lease was amended by Lease Amendment No. 5 dated April 8, 2008, for the purpose of revising the rent amount and subsequently adjusting the surety requirement accordingly; and

WHEREAS, the Lease was amended by Lease Amendment No. 6 dated December 6, 2013, for the purpose of memorializing the rent adjustment in 2013 in accordance with the Lease, which is calculated based on a percentage of the fair market value (FMV) of the Premises as determined by the Thurston County Assessors Valuation, and subsequently adjusting the annual surety requirement accordingly; and

WHEREAS, the Lease was amended by Lease Amendment No. 7 dated March 27, 2014, for the purpose of changing the methodology by which the rent adjustments are calculated; and,

WHEREAS, the Lease was amended by Lease Amendment No. 8 dated July 3, 2014, for the purpose of extending the initial term of the Lease; and,

WHEREAS, Han Joe Ro's interest in the Lease (**operating OYO Hotel**) was assigned to Satyam Tumwater, LLC ("Satyam"), as a result of Satyam's acquisition of Han Joe Ro's interest under the Lease at a trustee's sale, pursuant to which a Trustee's Deed was executed in favor of Satyam, as recorded in Thurston County on July 13, 2023, in File No. 4983215; and

WHEREAS, a general receiver was appointed to exercise control of Han Joe Ro's assets, under Thurston County Superior Court Case No. 22-2-01023-34 and, as part of that case, on July 26, 2023, the receiver assigned to Satyam any remaining interest in the Lease held by the receiver, pursuant to the Court's Order Approving Stipulation Assuming and Assigning Non-Residential Real Property Leases to Extend Time to Assume or Reject Contracts.

WHEREAS, Tenant desires to assign its interest in the Lease and in the Premises to Assignee;

WHEREAS, Assignee desires to accept assignment of the Lease from Tenant; and

WHEREAS, the Port is willing to consent to assignment of the lease from Tenant to Assignee, upon and subject to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the promises, covenants, conditions, and agreements herein, and other good and valuable consideration, the parties hereby agree as follows:

1. Tenant hereby assigns to Assignee all of its right, title, and interest in and to the Lease and the Premises, effective as of **September 11, 2023**.

2. Tenant hereby further acknowledges and agrees that Tenant shall not by this Assignment of Lease, Acceptance, and Consent be released from any obligations or responsibilities to be performed by the Tenant under the Lease and any amendments or changes thereto, but rather shall continue to remain jointly and severally liable as a principal with respect to the Lease. Tenant hereby further waives notice of any subsequent changes or amendments to the Lease, or any default under the Lease. In the event of any default or failure to perform in any respect, the Port may elect to proceed against anyone, several, or all of the Tenants or Assignees, and by so doing shall not thereby release or waive any rights the Port may have against any other persons or entities. Provided, however, that Tenant shall in no event be liable beyond the terms and conditions in existence as of the date of this Assignment of Lease, Acceptance, and Consent, as if the same had not hereafter been amended or changed.

3. Assignee hereby accepts assignment of Tenant's right, title, and interest in the Lease and the Premises, and assumes and agrees to make all the payments and to perform all the terms, conditions,

and covenants of the Lease (including all changes and additions thereto) that are to be performed by the Tenant therein, effective as of **September 11, 2023**.

4. Assignee hereby further agrees to post security and liability insurance in amounts and form in accordance with the terms of the Lease and satisfactory to the Port prior to the effective date of such assignment.

5. Assignee hereby further acknowledges and agrees that it has received and reviewed a copy of the Lease, including all exhibits, amendments, and other papers relating thereto and any changes or additions made to any of the above, that it is familiar with the terms thereof and accepts the same as stated, and that Assignee is not relying on any representations, warranties, or assurances of any kind by the Port with respect thereto.

6. Assignee hereby further acknowledges and agrees that it has made a full and complete inspection of the Premises and accepts the same "AS IS" in their present condition, and that the Assignee is not relying on any representations, warranties, or assurances of any kind by the Port with respect thereto.

7. Tenant and Assignee hereby further acknowledge and agree that the Port's consent to this assignment does not waive the requirement of the Port's consent, or the Port's right to object or withhold consent, to any future assignment or subletting of the Lease or the Premises.

8. The Port hereby consents to Tenant's assignment of its interest in the Lease and the Premises to Assignee, and hereby accepts Assignee herein as the Tenant under the Lease, effective as of **September 11, 2023**, upon and subject to the terms and conditions stated herein, and subject to approval or ratification by the Port of Olympia Commission within thirty (30) days from the date hereof as provided below. **This assignment is conditioned upon closing of a Purchase & Sale agreement between Tenant and Assignee to be no later than September 11, 2023. In the event such transaction does not close, this assignment is automatically null and void.**

9. Guaranty.

Landlord and Tenant acknowledge that Dayabir S. Bath agrees to act as guarantor and to guarantee to Landlord and its successors and assigns the full, faithful, and punctual performance and observance by Tenant of all obligations, covenants, and conditions to be performed and/or observed by Tenant as set forth in this Lease and further agreed to in the attached Ground Lease Guaranty (Exhibit A).

10. In any action or proceeding, including but not limited to arbitration, and including all appeals, brought to enforce this Agreement, to determine or declare the rights and duties under this Agreement, or to resolve a dispute, breach, or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs, including expert witness fees, incurred in such action or proceeding, in addition to any other relief to which such party may be entitled. All legal proceedings shall be controlled by Washington law. Jurisdiction and venue shall for any legal proceedings shall be Washington.

SIGNATURES ON NEXT PAGE

TENANT:

SATYAM TUMWATER LLC



Its: Manager, Alan Reay

Contact Information:

Atlas Hospitality Group

4695 MacArthur Court, Suite 780

Newport Beach, CA 92660-1862

Direct: 949-622-3409

Fax: 949-622-3410

Email: alan@atlashospitality.com

ASSIGNEE:

FATEH INVESTORS LLC



Its Principal & Owner: Dayabir S. Bath

Contact Information:

22420 84th Ave S

Kent WA 98032

Direct: 206-669-4843

Email: bathinvestments@gmail.com

PORT:

PORT OF OLYMPIA

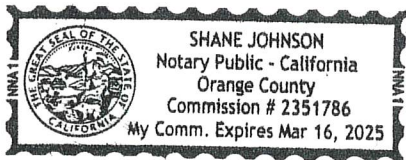
ROBERT RUDOLPH, JR.

Its: Interim Executive Director

COUNTY OF ORANGE)

On this 30TH day of AUGUST, 2023, personally appeared before me, **ALAN REAY** to me known as President of Satyam Tumwater LLC, proven to be the individuals named in the within and foregoing **Assignment of Lease, Acceptance, and Consent as Tenant**, and said person(s) acknowledged that he/she/they signed said instrument and acknowledged that he/she/they is/are authorized to sign said instrument and did so as his/her/their free and voluntary act and deed for the uses and purposes mentioned in said instrument.

In witness whereof, I have hereunto set my hand and seal the day and year above written.



Printed Name: SHANE JOHNSON
Notary Public in and for the State of California
Residing at: NEWPORT BEACH, CA
My commission expires: 03/10/2025

COUNTY OF _____)

On this ____ day of _____, 2023 personally appeared before me **DAYABIR S. BATH**, to me known or sufficiently proven to be the person(s) named in the within and foregoing **Assignment of Lease, Acceptance, and Consent as Assignee**, and said person(s) acknowledged that he/she/they signed said instrument, on oath stated that he/she/they is/are authorized to sign said instrument and acknowledged it as the _____ of _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in said instrument.

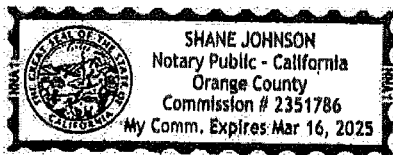
In witness whereof, I have hereunto set my hand and seal the day and year above written.

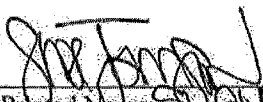
Printed Name: _____
 Notary Public in and for the State of Washington
 Residing at: _____
 My commission expires: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

On this 30TH day of AUGUST, 2023, personally appeared before me, **ALAN REAY** to me known as President of Satyam Tumwater LLC, proven to be the individuals named in the within and foregoing **Assignment of Lease, Acceptance, and Consent as Tenant**, and said person(s) acknowledged that he/she/they signed said instrument and acknowledged that he/she/they is/are authorized to sign said instrument and did so as his/her/their free and voluntary act and deed for the uses and purposes mentioned in said instrument.

In witness whereof, I have hereunto set my hand and seal the day and year above written.

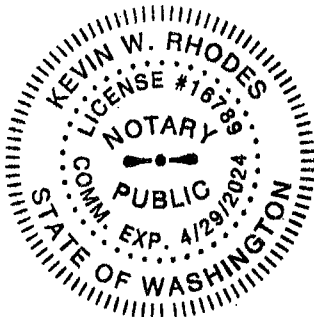


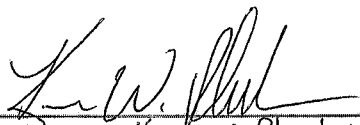

Printed Name: SHANE JOHNSON
Notary Public in and for the State of California
Residing at: NEWPORT BEACH, CA
My commission expires: 03/16/2025

STATE OF WASHINGTON)
) ss
COUNTY OF King)

On this 31st day of August, 2023 personally appeared before me **DAYABIR S. BATH**, to me known or sufficiently proven to be the person(s) named in the within and foregoing **Assignment of Lease, Acceptance, and Consent as Assignee**, and said person(s) acknowledged that he/she/they signed said instrument, on oath stated that he/she/they is/are authorized to sign said instrument and acknowledged it as the MANAGER of FATEH INVESTORS LLC to be the free and voluntary act and deed of such party for the uses and purposes mentioned in said instrument.

In witness whereof, I have hereunto set my hand and seal the day and year above written.




Printed Name: Kevin W Rhodes
Notary Public in and for the State of Washington
Residing at: Auburn WA
My commission expires: 04/29/2024

[illegible]

On this ____ day of _____, 20____, personally appeared before me **ROBERT RUDOLPH, JR.** to me known to be the Interim Executive Director of the Port of Olympia, the municipal corporation named in the within and foregoing **Assignment of Lease, Acceptance, and Consent**, and said person acknowledged that he signed the same on its behalf, as he is so authorized to do, as the free and voluntary act and deed of such party for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal the day and year above written.

Printed Name: _____
 Notary Public in and for the State of Washington
 Residing at: _____
 My commission expires: _____

This Assignment of Lease, Acceptance, and Consent shall be subject, as a condition subsequent, to ratification by the Port of Olympia Commission within thirty (30) days after the date set forth on page 1 hereof. This Assignment of Lease, Acceptance, and Consent shall be effective and binding on the parties until such time (and thereafter if ratified), the Executive Director having the authority to sign this Assignment of Lease, Acceptance, and Consent and to bind the Port to all of its material terms subject to ratification by the Port Commission. If this Assignment of Lease, Acceptance, and Consent is not ratified as required herein, then it shall terminate and be of no further force and effect.

PORT OF OLYMPIA COMMISSION

Date: _____

On this ____ day of _____ 20____, personally appeared before me _____
_____ to me known to be the _____ of the Port of Olympia
Commission, the municipal corporation named in the within and foregoing **Assignment of Lease,
Acceptance, and Consent**, and said person acknowledged that he signed the same on its behalf, as he is
so authorized to do, as the free and voluntary act and deed of such party for the uses and purposes therein
mentioned.

Printed Name: _____
 Notary Public in and for the State of Washington
 Residing at: _____
 My commission expires: _____

EXHIBIT "A" TO GROUND LEASE ASSIGNMENT

GROUND LEASE GUARANTY

Dayabir Bath, (hereinafter referred to as "Guarantor"), whose address is 22420 84th Avenue South, Kent WA 98032, hereby makes and provides this Guaranty.

WHEREAS, Guarantor(s) are owners of **Fateh Investors LLC**, a Washington corporation (hereinafter referred to as "Tenant"), has entered into and obtain the benefits of a Ground Lease (hereinafter referred to as the "Ground Lease") with the Port of Olympia (hereinafter referred to as the "Port"), regarding certain premises located at **1600 74th Ave SE, Tumwater WA 98501**, of the Port of Olympia, which Ground Lease is dated July 9, 1998; and

WHEREAS, the Port has required as a condition to entering into and accepting the Ground Lease Assignment that Guarantor guaranty the obligations, covenants, and conditions to be performed by Tenant;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as a material inducement to the Port to enter into and accept the Ground Lease Assignment, Guarantor hereby, unconditionally and irrevocably, guarantees to the Port and its successors and assigns the full, faithful, and punctual performance and observance by Tenant of all obligations, covenants, and conditions to be performed and/or observed by Tenant under the Ground Lease from the commencement of the Ground Lease Assignment as is defined therein.

Guarantor hereby further covenants and agrees as follows:

1. **Unconditional and Absolute Guaranty.** Guarantor shall pay the Port, promptly after demand, the costs and expenses, including, but not limited to attorney's fees incurred in connection with enforcing the rights of the Port against the Guarantor, following any default in the due observance or performance of any agreement, covenant or condition on the part of the Tenant to be performed or observed under the Ground Lease;

2. **Enforcement of Guaranty.** Guarantor hereby unconditionally (a) waives any requirement that the Port in the event of any default by the Tenant first make demand upon, or seek to enforce remedies against, the Tenant before demanding payment under or seeking to enforce this Guaranty; (b) covenants that this Guaranty will not be discharged except by complete performance of the obligations contained in the Ground Lease for the entire duration of this Guaranty; and (c) agrees that this Guaranty shall remain in full force and effect, without limitation by any invalidity, irregularity or unenforceability in whole or in part of any of the Ground Lease or any limitations on the liability of the Tenant thereunder.

3. **No Release of Guaranty.** The obligations, covenants, agreements and duties of the Guarantor under this Guaranty shall not be released, affected, stayed or impaired, without the written consent of the Port, by (a) any assignment, indorsement or transfer, in whole or in part, of the Ground Lease, although made without notice to or the consent of the Guarantor; (b) any failure to enforce or waiver by the Port of the performance or observance

by the Tenant or the Guarantor of any of the agreements, covenants, terms or conditions contained in the Ground Lease; (c) any extension of the time for payment of any amounts payable under or in connection with the Ground Lease or of the time for performance by the Tenant or the Guarantor of any other obligations under or arising out of any of the Ground Lease, this Guaranty, or any extension or renewal thereof; (d) the modification or amendment (whether material or otherwise) of any duty, agreement or obligation of the Tenant set forth in the Ground Lease; (e) the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of the Tenant or the Guarantor; (f) any receivership, insolvency, bankruptcy, reorganization, dissolution or other similar proceedings affecting the Tenant or the Guarantor or any of their assets; (g) any action which the Port may take or omit to take by virtue of the Ground Lease or through any course of dealing with the Tenant; (h) the addition of a new Guarantor or the release of any Guarantor; or (i) the operation of law or any other cause, whether similar or dissimilar to the foregoing.

4. **Subordination of Indebtedness, Bankruptcy of Tenant.** Any indebtedness or other amounts now or hereafter held by or owing to the Guarantor by the Tenant is hereby subordinated to the indebtedness of the Tenant to the Port; and, upon the request of the Port, such indebtedness or other amounts owing by the Tenant to the Guarantor shall be collected, enforced and received by the Guarantor as trustee for the Port and shall be paid over to the Port on account of the indebtedness of the Tenant to the Port without reducing or affecting in any manner the liability of the Guarantor under the other provisions of this Guaranty. The Guarantor hereby assigns and transfers to the Port all rights to any payments or other distributions from any bankruptcy, reorganization, insolvency, receivership or other proceedings affecting creditors' rights relating to or in respect of the Tenant or its assets. If the Guarantor fails to file a proper claim or proof of debt in the form required in such proceeding prior to thirty (30) days before the expiration of time to file claims in such proceedings, then the Port has the right, and is hereby authorized to file an appropriate claim or claims for and on behalf of the Guarantor. For so long as the amounts due under and pursuant to the Ground Lease are paid when due and the Tenant is not otherwise in default, the Guarantor shall be permitted to cause Tenant to pay to it the usual and customary obligations normally paid to it, but no unusual or extraordinary payments shall be made without the written consent of the Port, which shall not be unreasonably withheld.

5. **Litigation; Change in Guarantor's Financial Condition.** The Guarantor will promptly notify the Port of any litigation to which the Guarantor becomes a party and any adverse change in its financial condition, which might impair or diminish the value of this Guaranty to the Port as an assurance of the performance of the Ground Lease by the Tenant. In the event of any such adverse change which so impairs or diminishes the value of this Guaranty, the Guarantor will, upon request of the Port, promptly furnish or make available to the Port such satisfactory additional security in such manner as the Port may reasonably request to compensate for such adverse change. The Guarantor shall promptly furnish the Port with such information, financial or otherwise, as the Port may from time to time request concerning the Guarantor.

6. **Remedies Cumulative.** The rights and remedies of the Port hereunder and under the Ground Lease are cumulative and not exclusive, may be exercised in whole or in part, and in any order and at any time or times as the Port shall determine. All security of any kind or nature received or receivable by the Port for the repayment of the indebtedness evidenced by the Ground Lease may be applied in any manner or order determined by the Port, except as expressly provided otherwise in the Loan Documents.

7. **Amendments; Continuing Liability.** The terms of this Guaranty may not be modified or amended, except by a written agreement executed by the Guarantor with the consent in writing of the Port. The obligations of the Guarantor under this Guaranty shall be continuing obligations and a separate cause of action shall be deemed to arise in respect of each default hereunder. The Guarantor will, from time to time, deliver, upon request of the Port, satisfactory acknowledgments of the Guarantor's continued liability hereunder.

8. **Receipt and Examination of Ground Lease.** The Guarantor hereby acknowledges that it has received and examined copies of the Ground Lease, the observance and performance of which are hereby guaranteed.

9. **Notices.** Any notice or demand to be given or served hereunder shall be in writing and personally delivered, or sent by registered or certified mail, return receipt requested, addressed as follows:

To Port: Executive Director
Port of Olympia
606 Columbia St NW #300
Olympia, WA 98501
360-528-8000

To Guarantor: Dayabir S. Bath
22420 84th Ave S
Kent WA 98032
206-669-4843

10. **Changes of Address.** Any such address may be changed from time to time by the addressee by serving notice to all other parties as above provided. Service of such notice or demand shall be deemed complete on the date of actual delivery or at the expiration of the second day after the date of mailing, whichever is earlier.

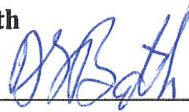
11. **Joint and Several Liability; Parties in Interest.** If there is more than one Guarantor, all covenants, agreements, terms and conditions in this Guaranty contained shall be jointly and severally binding on each of the Guarantors. This Guaranty shall bind the successors and assigns of the Guarantor. This Guaranty shall be assignable by the Port and shall inure to the benefit of and be enforceable by the Port. In this Guaranty, whenever the context so requires, the neuter gender includes the masculine or feminine, and the singular number includes the plural or vice versa.

12. **Governing Law; Severability.** This Guaranty shall for all purposes be construed in accordance with the laws of the State of Washington. The Guarantor hereby irrevocably and unconditionally submits, for purposes of any action or proceeding, which the Port may bring to enforce this Guaranty, to the jurisdiction of the courts of the State of Washington and the Federal District Court for the District of Washington. The submission to such jurisdiction shall not prevent the Port from commencing any such action or proceeding in any other court having jurisdiction. If any provision of this Guaranty is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected.

IN WITNESS WHEREOF, the Guarantor has executed this instrument this ____ day of _____, 2023.

GUARANTOR:

Dayabir S. Bath



COVER MEMO

Briefing Date: September 11, 2023

Staff Contact/Title: Ben McDonald, Human Resources & Admin Director,
benm@portolympia.com; 360-528-8003

Subject: Commissioner Compensation

Purpose: ☐ Information Only ☒ Decision Needed

Background/Overview:

In accordance with RCW 53.12.260, section 3: "...a port commission may set compensation to be paid to commissioners."

Attachments:

- Power Point
- Comparable wages from the 2022 Washington Public Ports Association (WPPA) Tax Levy & Compensation Survey
- RCW 53.12.260

COMMISSIONER COMPENSATION

SEPTEMBER 11, 2023

BEN MCDONALD
DIRECTOR OF HUMAN RESOURCES & ADMINISTRATION

1

Objective

Commissioner Compensation

- *Consider taking action to increase compensation to the Port of Olympia Commission.*

2

2

Background/Overview

- The Port of Olympia Commission has been considering approving a salary increase to future and/or re-elected commissioners.
- We have met several times regarding this topic:
 - Work session on July 17, 2023;
 - Advisory meeting occurred on August 14, 2023; and
 - Today, the commission take action to approve a salary increase.
- Commission Compensation is guided by RCW 53.12.260 (ss3).
- Current monthly salary for Port of Olympia Commissioners is \$600 per month.
- Current Commissioners are not eligible to receive the wage increase until after they are re-elected.

3



3

Questions & Discussion

Suggested Motion

"...move to approve Resolution 2023-06 which authorizes an increase in the amount of \$XXXX to the Port of Olympia Commission salaries to take effect on January 1, 2024, which will apply to newly elected commissioners and existing commissioners only after they are re-elected.

4



4

PORT	PER-DIEM	MONTHLY SALARY	H/A INSURANCE	LIFE INSURANCE
Anacortes	\$128	\$600	Yes	Yes
Bellingham	\$128	\$700	Yes	Yes
Benton	\$128/day	\$1500/month	Yes	Yes
Bremerton	\$128	\$1,000	Yes	Yes
Brownsville	\$128	\$285	No	No
Camas-Washougal	\$128	\$350	Yes	No
Centralia	\$128		Yes	Yes
Chelan Douglas RPA	\$128	up to \$1,000 per month.	Yes	Yes
Chinook	waived		No	No
Clarkston	\$128		Yes	No
Columbia	\$128		No	No
Coupeville	\$128		No	No
Dewatto	\$128	None	No	No
Edmonds	allowed as per RCW	amount allowed as per RCW	Yes	Yes
Ephrata	\$128		No	No
Everett	\$32/hour up to \$128/day	\$713	Yes	Yes
Friday Harbor	\$128	\$285	Yes	No
Garfield County	\$128	None	No	No
Grandview	\$128		No	No
Grant County PD No. 7	\$3		No	No
Grays Harbor	\$128	\$713	Yes	Yes
Hartline	75.00 per meeting		No	No
Hoodsport	\$128		No	No
Illahee	\$128 per meeting		No	No

PORT	PER-DIEM	MONTHLY SALARY	H/A INSURANCE	LIFE INSURANCE
Ilwaco	\$128		No	No
Kalama	\$128	\$285	Yes	Yes
Kennewick		\$2,672	Yes	Yes
Kingston	\$128	\$285 per day of meeting	Yes	No
Klickitat	\$128	200-285	Yes	Yes
Longview	\$128	Stipend - \$713	Yes	Yes
Lopez	\$128		No	No
Manchester	\$128.00		No	No
Mattawa	\$102		No	No
Moses Lake	\$128	\$285	No	No
Olympia	\$128	\$600	Yes	Yes
Orcas	\$128.00	\$285	No	No
Othello	\$128		No	No
Pasco	\$128	\$1,500	Yes	Yes
Pend Oreille	\$128	\$285	No	No
Port Angeles	\$128	\$285	Yes	Yes
Port Townsend	\$128	\$285	Yes	Yes
Quincy	\$128	\$285	No	No
Ridgefield	None	\$331	Yes	Yes
Royal Slope	\$109		No	No
Seattle		\$4,060.92	Yes	Yes
Shelton	\$128/day	\$1250/month	Yes	Yes
Silverdale	same	\$1,500 per month	No	No
Skagit	\$128	\$1,500	Yes	Yes
Skamania County	\$128		No	Yes

PORT	PER-DIEM	MONTHLY SALARY	H/A INSURANCE	LIFE INSURANCE
South Whidbey	\$128	\$285	No	No
Sunnyside	\$128	\$454	Yes	Yes
Tacoma	\$128	\$2,023	Yes	Yes
Tracyton	\$128 per meeting		No	No
Vancouver USA	\$128/day; max. 120 meetings	\$800	Yes	Yes
Wahkiakum County Port Distri	\$128		No	No
Wahkiakum County Port Distri	\$128		No	No
Walla Walla	\$128	\$750	Yes	Yes
Warden	\$128		No	No
Whitman County	\$128	\$649	No	No
Willapa Harbor	\$128		Yes	Yes
Woodland	\$128	no	Yes	No

Compensation.

(1) Each commissioner of a port district shall receive ninety dollars, as adjusted for inflation by the office of financial management in subsection (4) of this section, per day or portion thereof spent (a) in actual attendance at official meetings of the port district commission, or (b) in performance of other official services or duties on behalf of the district. The total per diem compensation of a port commissioner shall not exceed eight thousand six hundred forty dollars in a year, as adjusted for inflation by the office of financial management in subsection (4) of this section, or ten thousand eight hundred dollars in any year, as adjusted for inflation by the office of financial management in subsection (4) of this section, for a port district with gross operating income of twenty-five million or more in the preceding calendar year.

(2) Port commissioners shall receive additional compensation as follows: (a) Each commissioner of a port district with gross operating revenues of twenty-five million dollars or more in the preceding calendar year shall receive a salary of five hundred dollars per month, as adjusted for inflation by the office of financial management in subsection (4) of this section; and (b) each commissioner of a port district with gross operating revenues of from one million dollars to less than twenty-five million dollars in the preceding calendar year shall receive a salary of two hundred dollars per month, as adjusted for inflation by the office of financial management in subsection (4) of this section.

(3) In lieu of the compensation specified in this section, a port commission may set compensation to be paid to commissioners.

(4) For any commissioner who has not elected to become a member of public employees retirement system before May 1, 1975, the compensation provided pursuant to this section shall not be considered salary for purposes of the provisions of any retirement system created pursuant to the general laws of this state nor shall attendance at such meetings or other service on behalf of the district constitute service as defined in RCW 41.40.010(37): PROVIDED, That in the case of a port district when commissioners are receiving compensation and contributing to the public employees retirement system, these benefits shall continue in full force and effect notwithstanding the provisions of this section and RCW 53.12.265.

The dollar thresholds for salaries and per diem compensation established in this section must be adjusted for inflation by the office of financial management every five years, beginning January 1, 2024, based upon changes in the consumer price index during that time period. "Consumer price index" means, for any calendar year, that year's annual average consumer price index, for Washington state, for wage earners and clerical workers, all items, compiled by the bureau of labor and statistics, United States department of labor. If the bureau of labor and statistics develops more than one consumer price index for areas within the state, the index covering the greatest number of people, covering areas exclusively within the boundaries of the state, and including all items shall be used for the adjustments for inflation in this section. The office of financial management must calculate the new dollar threshold and transmit it to the office of the code reviser for publication in the Washington State Register at least one month before the new dollar threshold is to take effect.

A person holding office as commissioner for two or more special purpose districts shall receive only that per diem compensation authorized for one of his or her commissioner positions as compensation for attending an official meeting or conducting official services or duties while representing more than one of his or her districts. However, such commissioner may receive additional per diem compensation if approved by resolution of all boards of the affected commissions.

[2020 c 83 § 3; 2011 c 152 § 1; 2007 c 469 § 3; 1998 c 121 § 3; 1992 c 146 § 12; 1985 c 330 § 3; 1975 1st ex.s. c 187 § 1.]

PORT OF OLYMPIA COMMISSION
Resolution 2023-06

**A RESOLUTION OF THE PORT OF OLYMPIA COMMISSION AUTHORIZING AN
INCREASE OF THE PORT OF OLYMPIA MONTHLY COMPENSATION**

WHEREAS, Revised Code of Washington 53.12.260 (3) authorizes a Port Commission to “set compensation to be paid to Commissioners”; and

WHEREAS, compensation for Commissioners was last adjusted in 2012, and

WHEREAS, Article 11, Sec. 8 of the Washington State Constitution prohibits any salary increase or decrease during the term of office in which a legislative body approves an adjustment to salary; and

WHEREAS, an adjustment in Port of Olympia Commissioner salary was discussed at public meetings of the Commission held on July 17, 2023; August 14, 2023, and September 11, 2023; and

WHEREAS, the Commission finds an increase in Commissioner pay above the current monthly pay of \$600 is warranted.

THEREFORE, BE IT RESOLVED that Commissioner pay will be adjusted to \$_____ per month.

BE IT FURTHER RESOLVED the adjustment in pay will apply to new Commissioners elected when their first monthly pay is due after taking office.

BE IT FURTHER RESOLVED the adjustment in pay will not apply to current Commissioners until after their current terms of office have expired and they are re-elected for a subsequent term.

BE IT FURTHER RESOLVED that the Interim Executive Director is authorized to take any administrative action necessary to adjust Commissioner pay as authorized in this Resolution.

ADOPTED BY THE Port of Olympia Commission this 11th day of September 2023.

PORT OF OLYMPIA COMMISSION

Amy Evans Harding, President

Joe Downing, Vice President

Bob Iyall, Secretary

COVER MEMO

Briefing Date:	September 11, 2023
Staff Contact/Title:	Rudy Rudolph, Operations Director, 360 584-4126, rudyr@portolympia.com
Subject:	Port of Olympia Resolution & Documentation Supporting Capitol Lake-Deschutes Estuary (CL-DE) Restoration
Purpose:	<input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Decision Needed

Background/Overview:

The Port Commission has asked staff to provide a draft resolution and supporting documentation for Commission consideration.

Documents Attached:

Draft Resolution and supporting documentation

Via Email
September 12, 2023

Ms. Carrie Martin, Project Manager
Washington Department of Enterprise Services
1500 Jefferson St SE
Olympia, WA 98501

RE: Potential Interlocal Agreement to Coordinate the Capitol Lake – Deschutes Estuary Restoration and Budd Inlet Cleanup and Restoration

Dear Ms. Martin:

On September 11, 2023, the Port of Olympia Commission (Port) approved Resolution 2023-04 in support of a watershed-wide approach to the restoration of Budd Inlet, the Deschutes River, and the Deschutes Estuary. The Resolution calls for the Port of Olympia and its partners, including the Department of Enterprise Services, to coordinate in addressing contaminated sediment in Budd Inlet to clear the way for the Capitol Lake – Deschutes Estuary Alternative project. As the Resolution indicates, the Port views the Deschutes Estuary Alternative project and the Budd Inlet sediment remediation project as components of a broader, collaborative effort to restore the Deschutes watershed.

The Port has also participated in the Capitol Lake – Deschutes Estuary Funding and Governance Work Group (FGWG). The FGWG developed a Memorandum of Understanding (MOU) for the Governance and Funding of a Restored Estuary, which set forth a series of shared principles.

The MOU identified sediment management as one of the key project elements and states that the Estuary Alternative must include “remov[ing] additional sediment that deposits in West Bay at rates greater than the No Action Alternative.” Our understanding is that this MOU was intended to serve as a model for a future Interlocal Agreement.

The Port believes it is time to begin negotiating an Interlocal Agreement to prepare for the implementation of the Estuary Alternative. Ensuring the Interlocal Agreement adequately addresses sediment management is a critical priority for the Port because the dredging and remediation of Budd Inlet and the sediment management for the Estuary Alternative must be coordinated to ensure the success of both projects. As such, the Port requests an opportunity to participate in developing an Interlocal Agreement modeled on the MOU developed by the FGWG.

The Port looks forward to continuing to collaborate with the Department of Enterprise Services as you move forward with restoring the Deschutes Watershed.

Respectfully for the Commission,

Amy Harding
Commission Chair

**PORT OF OLYMPIA COMMISSION
RESOLUTION 2023-04**

**A RESOLUTION OF THE PORT OF OLYMPIA COMMISSION SUPPORTING A
WATERSHED-WIDE COORDINATED APPROACH TO RESTORING THE DESCHUTES
RIVER, DESCHUTES RIVER ESTUARY, AND BUDD INLET.**

WHEREAS the Port of Olympia's vision is, through continual improvement in practices and stewardship, to become an environmentally sustainable Port for current and future generations;

WHEREAS the Port of Olympia cargo operations, recreational boating marinas, and boat repair activities are an economic engine that contributes jobs to the local economy, generates local business revenue, and supports the local tax base;

WHEREAS the Port of Olympia recognizes the environmental sustainability of Budd Inlet relies on the stewardship of the broader Deschutes watershed, and the health of the broader Deschutes watershed similarly relies on the stewardship of Budd Inlet;

WHEREAS the Deschutes Watershed and Budd Inlet have long-standing cultural and spiritual significance to local tribes, particularly the Squaxin Island Tribe. The Squaxin Island Tribe also has usual and accustomed fishing, hunting, and gathering areas in this territory pursuant to the 1854 Treaty of Medicine Creek.

WHEREAS historically Budd Inlet and the Deschutes River were connected by the Deschutes Estuary, where freshwater from the Deschutes River mixed with saltwater from Budd Inlet over extensive tidal flats until the waterbodies were separated by the construction of the 5th Avenue Dam and the creation of Capitol Lake;

WHEREAS Capitol Lake and Budd Inlet are on the federal Clean Water Act (CWA) Section 303(d) list of impaired waters that do not meet Water Quality Standards, in part due to low dissolved oxygen (DO) levels caused by sediment accumulation and algae blooms in Capitol Lake;

WHEREAS the Department of Ecology has issued a draft CWA Maximum Daily Load (TMDL) rule for Budd Inlet and Capitol Lake to limit sources contributing to low DO;

WHEREAS the Department of Enterprise Services has completed a Final Environmental Impact Statement (EIS) for the Capitol Lake – Deschutes Estuary Long Term Management Project, which evaluated alternatives for the long-term management of the water body;

WHEREAS the Department of Enterprise Services EIS determined that the Estuary Alternative, which includes removal of the 5th Avenue dam and returning Capitol Lake to an estuary, is the Preferred Alternative for long-term management and to meet Water Quality Standards;

WHEREAS the Port of Olympia recognizes that its partners are deeply invested in the health of the Deschutes watershed and Budd Inlet and that many have participated in the stakeholder process for the Environmental Impact Statement and development of the Capitol Lake – Deschutes Estuary Long-Term Management Project (CL-DE LTMP);

WHEREAS the Port and other stakeholders participated in the Funding and Governance Work Group CL-DE LTMP, which developed a Memorandum of Understanding for long-term governance of the constructed assets within the Deschutes Estuary, and for shared funding of the maintenance dredging of increased sediment from the Estuary Alternative, through 2050;

WHEREAS the navigation channel(s) and turning basin in Budd Inlet are federal assets managed by the U.S. Army Corps of Engineers and are facing sediment accumulation that impairs vessel traffic;

WHEREAS marine sediments in Budd Inlet contain elevated levels of contaminants of concern such as dioxin and cPAH (carcinogenic polycyclic aromatic hydrocarbons) from historic industrial operators, which the Port is investigating under the terms of a Department of Ecology Agreed Order under the Model Toxics Control Act (MTCA);

WHEREAS the U.S. Army Corps of Engineers has stated that authority is lacking to expend the federal funds designated for maintenance dredging in a federal navigation channel when that area has been identified as a contaminated site under MTCA;

WHEREAS implementing the Estuary Alternative will improve the health of the Deschutes watershed and restore the ecological connection between the Deschutes River and Budd Inlet, including natural sediment flows from Capitol Lake to Budd Inlet, which will likely impact downstream assets including the federal navigation channel;

WHEREAS the success of both the Estuary Alternative and the Budd Inlet sediments cleanup project depends on coordinating the timing, design, and governance of each project as the projects affect shared resources;

NOW, THEREFORE, BE IT RESOLVED that the Port of Olympia Commission hereby expresses its support for a watershed-wide approach to the restoration of Budd Inlet, the Deschutes River, and the Deschutes Estuary. The Port of Olympia believes the Capitol Lake-Deschutes Estuary Long-Term Management Plan Estuary Alternative and Budd Inlet sediment remediation can be implemented with mutual support among the parties involved and with costs and benefits equitably distributed. As such, the Port of Olympia Commission supports opportunities to coordinate and ensure that the Port of Olympia and its partners address contaminated sediment in Budd Inlet to clear the way for the Long-Term Management Plan Estuary Alternative in order to restore the health of Budd Inlet and maintain a thriving and accessible working waterfront.

ADOPTED by the Port Commission of the Port of Olympia this _____ day of September 2023.

PORT OF OLYMPIA COMMISSION

Amy Harding, President

Joe Downing, Vice President

Bob Iyall, Secretary

**PORT OF OLYMPIA COMMISSION
RESOLUTION 2023-05**

**A RESOLUTION OF THE PORT OF OLYMPIA COMMISSION SUPPORTING THE
DEVELOPMENT OF AN INTERLOCAL AGREEMENT TO COORDINATE THE
RESTORATION OF THE DESCHUTES RIVER ESTUARY.**

WHEREAS the Port of Olympia Commission passed Resolution 2023-04 “A Resolution of the Port of Olympia Commission Supporting a Watershed-Wide Coordinated Approach to Restoring the Deschutes River, Deschutes River Estuary, and Budd Inlet”;

WHEREAS the Department of Enterprise Services completed a Final Environmental Impact Statement (EIS) for the Capitol Lake – Deschutes Estuary Long Term Management Project evaluating alternatives for the long-term management of the water body and determined that the preferred alternative is to restore the Deschutes River Estuary;

WHEREAS the Port of Olympia recognizes that its partners are deeply invested in the health of the Deschutes watershed and Budd Inlet and that many have participated in the stakeholder process for the EIS and development of the Capitol Lake – Deschutes Estuary Long-Term Management Project (CL-DE LTMP);

WHEREAS the Port of Olympia and other partners participated in the Funding and Governance Work Group CL-DE LTMP, which developed a Memorandum of Understanding for long-term governance of the constructed assets within the Deschutes Estuary, and for shared funding of the maintenance dredging of increased sediment from restoration of the Deschutes River Estuary Alternative through 2050;

WHEREAS the purpose of the Memorandum of Understanding was to set forth a series of shared principles to inform the development of an Interlocal Agreement addressing the governance of assets within the Deschutes Estuary;

WHEREAS implementing the Estuary Alternative will improve the health of the Deschutes watershed and restore the ecological connection between the Deschutes River and Budd Inlet, including natural sediment flows from Capitol Lake to Budd Inlet, which will likely impact downstream assets including the federal navigation channel;

WHEREAS the success of both the Budd Inlet sediment cleanup and Estuary Alternative projects depend on coordinating the timing, design, and governance of each project as the projects affect shared resources.

NOW, THEREFORE, BE IT RESOLVED that the Port of Olympia Commission hereby expresses its desire to be involved in the development of an Interlocal Agreement with the State of Washington Department of Enterprise Services, State of Washington Department of Natural Resources, Squaxin Island Tribe, Thurston County, City of Olympia, City of Tumwater, and

LOTT Clean Water Alliance pertaining to the funding, governance, and long-term management of the Deschutes River Estuary.

The Port of Olympia further believes the Interlocal Agreement must specifically include state funding to implement a sediment mitigation structure of the scale and scope necessary to replace the catchment function served by the north basin of Capitol Lake. The Port of Olympia looks forward to collaborating with its partners to develop an Interlocal Agreement and implement a successful watershed-wide restoration of Budd Inlet, the Deschutes River, and the Deschutes Estuary.

ADOPTED by the Port Commission of the Port of Olympia this _____ day of September, 2023.

PORT OF OLYMPIA COMMISSION

Amy Harding, President

Joe Downing, Vice President

Bob Iyall, Secretary

COVER MEMO

Briefing Date/Time: September 11, 2023

Staff Contact/Title: James Sommer, Capital Assets Program Manager,
360.528.8005, JamesS@portolympia.com

Subject: Bid Authorization for Asphalt Paving Open Order Contract

Purpose: ☐ Information Only ☒ Decision Needed

Objective:

Authorize the Port to solicit for a new asphalt paving open order contract via Action/Other. This item has been brought forward as an Action/Other to expedite asphalt repairs prior to the asphalt plants closing in December.

Background/Overview:

The Port previously had an open order paving contract with Northwest Asphalt which expired in January of 2023.

The Port is seeking approval to solicit bids for a new three-year, with option to renew for an additional two years in one-year increments, open order paving contract for a not to exceed amount of \$1,000,000. This dollar amount exceeds the Executive Directors contract solicitation authority. This contract would be used for minor projects which have approved maintenance and operation budgets and is not a guarantee of work to the awarded contractor. A contract of this value will help the Port to have a cohesive implementation of our developing asphalt maintenance plan and responses for any unforeseen asphalt emergency maintenance. Separate identified capital projects would not utilize this contract.

The scope of the open order paving contract is to provide labor, equipment, materials and incidentals to perform multiple work-order paving projects which include grading, paving, tack coat, crushed surfacing base course, bank run gravel, grinding asphalt, slurry seal surfacing, asphalt fog sealing, painted traffic lines, adjustment of structures embedded in asphalt, and shoulder restoration, as directed by the project engineer, on various Port properties.

Documents Attached:

- Power Point Presentation
- Proposed RFP

Staff Recommendation:

Staff recommends the Commission authorize the Executive Director to solicit bids for a new three-year asphalt paving open order contract with a not to exceed amount of \$1,000,000 and has provided a suggested motion for the Commission's consideration.

Next Steps/Timeframe:

If authorized, the Port will immediately release an RFP for paving contractors. It is anticipated that the responsive and responsible low bidder will be presented to the commission at the October 9th commission meeting.



BID AUTHORIZATION ASPHALT PAVING OPEN ORDER CONTRACT

SEPTEMBER 11, 2023

JAMES SOMMER
CAPITAL ASSETS PROGRAM MANAGER

1

Objective

Asphalt Paving Open Order Contract

- Authorize the Port to solicit for a new asphalt paving open order contract
 - Port policy 1007 – Open Order Contracts
 - 3-year, not to exceed amount of \$1,000,000
- Action / Other pathway
 - Asphalt plants close in December

2



2

Background/Overview

Historical Timeline

2020

- Port awarded an asphalt paving open order contract to Northwest Asphalt.

2020-2023

- Paving contract was used for operation and maintenance projects.

2023

- The asphalt paving open order contract expired.
- The Port seeks to seek to establish a new asphalt paving contract.

3



3

Background/Overview

Scope

Contract will be utilized for the following tasks

- Budget-approved maintenance and operations projects
- Emergency repairs

4



4

Next Steps

Asphalt Paving Open Order Contract

- Solicit for bids
- Present the bid results to the Commission for contract award

5



5

Questions & Discussion

Suggested Motion

"...move to authorize the Executive Director to solicit proposals for a new 3-year asphalt paving open order contract with a not to exceed amount of \$1,000,000 as presented."

6



6



**SMALL WORKS CONTRACT NO. 2023-1006
UNIT PRICED MISCELLANEOUS PAVING SERVICES**

This Contract is made by and between the Port of Olympia, a Washington municipal corporation (the "Port") and XXXX., UBI XXX XXX XXX, located at XXXXXXXXXXXX (the "Contractor"), and collectively sometimes referred to as "Parties" or individually as "Party."

The Port now desires to retain the Contractor to provide paving as needed to the Port, (the "Project") which requires specialized skills and other support capabilities which the Port is not able to provide.

The Contractor has been deemed to possess the required skills and the necessary capabilities, including technical and professional expertise, to perform the Project set forth in this Contract. The Parties agree that this Contract is consistent with applicable statutory and Port policy requirements.

Recitals

- I. The Washington State Legislature has empowered Port districts to contract for public works projects under Title 53 for the Revised Code of Washington (RCW).
- II. The Washington State Legislature has empowered Port districts to delegate administrative powers and duties as they deem proper for the efficient and proper management of the Port's operations (RCW 53.12.270);
- III. The Port's Commission has delegated administrative powers and duties, including the ability to contract for public works projects, to the Executive Director of the Port through Resolution 2019-06;
- IV. The Executive Director, or his/her delegate, has authorized the use of the small works roster process as defined in RCW 39.04.155 based on the criteria established to complete the Project.

The Parties agree as follows:

1. Scope of Services.

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all labor, permits, materials and equipment necessary for full performance thereof (the "Services"), as detailed in their submission, Exhibit "A". All Services shall be provided according to the care and skill ordinarily used by members of the Contractor's profession practicing under the same or similar



circumstances at the same time and in the same locality as the Services being performed.

2. Term.

This Contract is effective upon mutual execution by the Executive Director of the Port, or his/her delegate and an authorized representative for the Contractor.

The Contractor may not begin physical work on this Project until a formal Notice to Proceed has been issued by the Port.

The Contract shall begin and complete the provision of the Services, unless sooner terminated according to this Contract, as follows:

Anticipated Commencement Date: XXXX

Anticipated Completion Date: XXXX

3. Compensation and Method of Payment.

3.1 The Contractor shall submit a Payment Voucher for completed projects, using a format approved by the Port, to the Project Manager. The Not-To-Exceed (NTE) for this contract is one million dollars and zero cents (\$1,000,000.00).

3.2 No payment shall be made for any Service rendered by the Contractor except for the Project associated with this Contract. To expedite the payment process, Contractor shall note the contract number on all invoices as well as in the subject line of any electronically delivered invoice.

4. Contractor Requirements.

4.1 The Contractor must have, or obtain, prior to the execution of this Contract, the following:

- ✓ From the Washington State Department of Labor and Industries - A current certificate of registration as a Contractor in compliance with Chapter 18.27 RCW.
- ✓ From Washington State Department of Revenue - A current Washington Unified Business Identified (UBI) number, state excise tax registration number.
- ✓ From Washington State Employment Security Department - A current Employment Security Number (ES Number).

- ✓ Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required by Title 51 RCW.
- 4.2 At the time of contract award, the Contractor shall not have been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- 4.3 The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.
- 4.4 The Contractor shall comply with all supplemental requirements that the Port may determine necessary for a particular project.
- 5. Subcontractors.

The Contractor must verify the responsibility criteria of any subcontractors hired to perform this project. Verification shall include that each subcontractor, at the time of subcontract execution, meets the Contractor Requirements listed in Section 2. Any subcontractor must be approved by the Port in writing prior to them performing any work. The approval of a subcontractor shall not affect the not to exceed amount of the contract.
- 6. Change Order/Modifications.

Any changes to this Contract, after execution, will only be made through a mutually agreed upon Change Order(s) and ratified by signature of the appropriate Authorized Representatives of each Party.
- 7. Quality of Work.
 - 7.1 The Contractor shall supervise and direct the work using their 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.
 - 7.2 Unless otherwise specifically stated in the Contract, the Contractor shall provide and pay for all permits, materials, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction, and other services and facilities of any nature necessary to execute, complete and deliver the work within the Contract Time. Material and equipment shall be new and of a quality equal to or better than that specified. Equipment offered shall be current models which have been in successful regular operation under comparable conditions. The work performed shall be in conformity with the best modern practice of the trade with



the intent to secure the best standard of construction and equipment of work as a whole and in part.

8. Prevailing Wage.

- 8.1 The Contractor shall comply with the requirements of RCW 39.12, and shall pay each employee an amount not less than the Prevailing Rate of Wage, as specified by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I) <https://secure.lni.wa.gov/wagelookup>. Before commencement and upon completion of work, the Contractor shall file the forms and pay the filing fees required by L&I. The Contractor shall indemnify and hold the Port harmless from any claims related to the payment or non-payment of such wages by the Contractor.
- 8.2 For the purpose of this Contract the prevailing wage rate is set as the Bid closing date identified in the Solicitation. In the event that no such date is listed, the effective date for the prevailing wage rate is set as of the date of this fully executed contract. Unless otherwise noted, all work performed under this contract will take place in Thurston County, Washington.
- 8.3 At any point the Contractor may request the Port provide a copy of the wage rate and have it electronically or hard mailed upon request.
- 8.4 As required in RCW 39.12.110, The Contractor shall file a copy of its certified payroll records using the department of labor and industries' online system at least once per month. If the department of labor and industries' online system is not used, a contractor, subcontractor, or employer shall file a copy of its certified payroll records directly with the department of labor and industries in a format approved by the department of labor and industries at least once per month. The Contractor is required to keep Certified Payrolls on file for a minimum of three years.

9. Independent Contractor Relationship.

- 9.1 The Parties intend that an independent Contractor relationship will be created by this Contract. The Port is interested primarily in the results to be achieved by the Services. The implementation of Services will lie solely with the discretion of the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the Port for any purpose, and the employees of the Contractor are not entitled to any of the benefits the Port provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of the Services.

- 9.2 In the performance of the Services, the Contractor is an independent Contractor with the authority to control and direct the performance of the details of the Services; however, the results of the Services shall be approved by the Port and shall be subject to the Port's general rights of inspection and review to secure the satisfactory performances of the Services. Notwithstanding, the Port may, at its sole discretion, require the Contractor to remove an employee(s), agent(s) or subcontractor(s) from providing Services or otherwise being involved with the Project.

10. Right to Inspection.

The Port reserves the right to, or have a third party, inspect the Services provided in this Contract at any time. The Services shall be approved by the Port and shall be subject to the Port's general rights of inspection and review to secure the satisfactory performance of the Services prior to payment.

11. Hold Harmless/Indemnification.

- 11.1 Contractor shall defend, indemnify and hold the Port, its officers, officials, agents, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs, arising out of, in connection with, or resulting from the acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the Port. Should a court of competent jurisdiction determine that this Contract 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 Consultant and the Port, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

- 11.2 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 Contract.**

12. Insurance.

- 12.1 The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the Services by the Contractor, its agents, representatives, or employees.

- 12.2 Contractor shall obtain insurance of the types described below:
- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident. 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.
 - b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Contractors and personal injury and advertising injury, with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate. 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.
 - c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - d. Additional insurance coverage as requested by the Port deemed necessary for the services to be performed such as, but not limited to, professional errors and omissions insurance.
- 12.3 The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:
- a. The Contractor's insurance coverage shall be primary insurance with respect to the Port. Any insurance, self-insurance, or insurance pool coverage maintained by the Port shall be in excess of the Contractor's insurance and shall not contribute with it.
 - b. 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.
- 12.4 Insurance must be placed with insurers with a current A.M. Best rating of not less than A: VII.
- 12.5 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 Consultant deemed adequate in the Port's sole discretion before commencement of the Services.

13. Dispute Resolution. Any controversy or claim arising related to this Contract, or the breach thereof, shall be subject to dispute resolution as described below:

- 13.1 Prior to the initiation of any action or proceeding to resolve disputes between the parties, both shall make a good faith effort within 10 business days from the time the dispute first became known to both Parties to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have substantive involvement in the matters involved in the dispute, unless the parties otherwise agree.
- 13.2 Failing resolution after following the requirements of paragraph 13.1, the parties shall attempt to resolve the dispute through a mediation conducted by a person(s) or organization experienced in mediation initiated within thirty (30) days from the date of the request unless extended by Contract of both parties. The parties will each pay one half of the mediation fee, as well as their own costs and fees. If the parties are unable to agree as to the appointment of a mediator within the aforementioned 30 day time period, they will submit to mediation through the Washington Arbitration & Mediation Service (WAMS) in Seattle and the mediator appointed by WAMS.
- 13.3 The positions expressed and mediator's recommendations, if any, shall not be admissible as evidence in any subsequent proceeding. At all times during the course of any unresolved dispute between the parties, the Consultant shall supervise, direct and perform the Work in a diligent and professional manner and without delay as provided under the terms of the Contract. The good faith completion of negotiation efforts and mediation pursuant to this Article shall be a prerequisite to the filing of any litigation. Jurisdiction and venue shall be in the Thurston County, Washington Superior Court or the Federal District Court for the Western District of Washington, depending on the nature of the dispute. Washington State law shall be applied to any litigation that is brought that arises out of, is related to, or connected with, this Agreement.

14. Ownership of Property.

- 14.1 All property furnished by the Port for the use of the Contractor shall remain the property of the Port.
- 14.2 All documents, including drawings and specifications, prepared by the Contractor pursuant to this Contract are the instruments of service with respect to the Services

and shall be owned by the Port upon payment of the Contractor fee by the Port. The Contractor shall provide the Port with both the native file formats and reproducible copies of all documents, drawings, specifications, and other work products constituting the instruments of service. The instruments of service are not intended nor represented by the Contractor to be suitable for reuse by the Port or others on extensions of the services provided for the Services, or any other project. Any reuse without written verification or adaptation by the Port will be at the Port sole risk and without liability or legal exposure to the Contractor, and the Port shall indemnify and hold the Contractor harmless from all claims, damages; losses, and expenses including attorney's fees arising out of or resulting therefrom.

15. Compliance with Laws.

- 15.1 The Contractor, in the performance of this Contract, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Contract to assure quality of services.
- 15.2 Additionally, the Contractor acknowledges and understands their responsibilities under WAC 415-02-325 in relation to 2008 early retirement factors and will inform the Port if there is a conflict.
- 15.3 The Contractor specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due because of this Contract, as well as any other tax or fee related to the Consultant's business.

16. Nondiscrimination.

- 16.1 In the performance of this Contract, Consultant will not discriminate, or allow discrimination, against any employee or applicant for employment on any of the following grounds: race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, or any other discrimination prohibited by law or Executive Order.. Consultant shall take such action with respect to this Contract as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 16.2 The Contractor will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a



trained guide dog or service animal by a person with a disability, or other discrimination prohibited by law or Executive Order.

- 16.3 If the Port has authorized any assignment or subcontracting, the assignment or subcontract shall include appropriate safeguards against discrimination.

17. Assignment/Subcontracting.

- 17.1 The Contractor shall not assign its performance of the Services or any Portion of this Contract without the Port 's prior written consent of not less than thirty (30) days. The Port reserves the right to reject without cause any such assignment.
- 17.2 Any assignment shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- 17.3 Any subcontractor not included in this Contract must have written approval of the Port prior to working on the Project.

18. Maintenance and Inspection of Records.

- 18.1 The Contractor shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review, or audit, by the Port, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.
- 18.2 The Contractor shall retain all books, records, documents and other material relevant to this Contract, for six (6) years after its expiration. The Contractor agrees that the Port or its designee shall have full access and the right to examine any of said materials at all reasonable times during said period.

19. Termination.

- 19.1 Termination for Convenience. The Port may terminate this Contract, in whole or in part, at any time, by giving thirty (30) calendar days' written notice to the Contractor. Upon such termination for convenience, the Port shall pay the Contractor for all Services provided under this Contract through the date of termination, as well as any other Services specifically agreed to by the Parties in writing.



19.2 Termination for Cause. If the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of the Contract and fails to correct such failure or noncompliance within five (5) business days' written notice thereof, the Port may terminate this Contract for cause. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default and the date of the termination. The Contractor will only be paid for Services performed in accordance with this Contract through the date of termination.

20. Notice.

20.1 Notice provided for in this Contract shall be sent by certified mail to the addresses designated for the Parties on the listed below:

PORT

Contract & Grant Administrator
Port of Olympia
606 Columbia St. NW, STE 300
Olympia, WA 98501

CONTRACTOR

XXXX
XXXX
XXXX
XXXX

21. Attorney's Fees and Costs.

In any dispute arising from the terms or performance of this Contract, whether a lawsuit is commencing, the prevailing Party shall be entitled to recover from the other Party, in addition to any other relief to which such Party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding, including an appeal.

22. Jurisdiction and Venue.

22.1 This Contract has been and shall be construed as having been made and delivered within the State of Washington and shall be governed by laws of the State of Washington, both as to interpretation and performance.

22.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington, or in the United States District Court for the Western District of Washington, depending on the nature of the dispute.



23. Severability.

If any Portion of this Contract is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining Portions of this Contract.

24. Electronic Signature.

An electronic signature may be used with the same force and effect as a signature affixed by hand, subject to the limitations under state and federal law.

25. Entire Contract.

This Contract, including the Exhibit(s) attached, is the complete and exclusive expression of the Contract between the Parties and shall bind their successors and assigns. Any modification of this Contract shall be in writing and signed by both Parties. Failure to comply with any provision of this Contract shall constitute a material breach of contract and be cause for termination. The Parties recognize time is of the essence in the performance of this Contract. The forgiveness or waiver of the nonperformance of any provision of this Contract does not constitute a waiver of any subsequent nonperformance by a Party.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract on the day and year written below.

THE PORT OF OLYMPIA
606 Columbia St. NW, STE 300
Olympia, WA 98501

XXXXXXXXXXXXXXXXXXXX
XXXX XXXXXXXX XXXX
XXXX XXXXXXXX XXXX

Sam Gibboney Date
Executive Director

XXXXXXXXXX Date
XXXXXXXXXX



PORT of OLYMPIA

**CONTRACT PROVISIONS
WITH SAMPLE CONTRACT FORMS
for**

**MISCELLANEOUS PAVING SERVICES
UNIT PRICED CONTRACT**

Contract No. 2023-1006

Port of Olympia

606 Columbia Street NW, Suite 300
Olympia, WA 98501
(360) 528-8006
FAX (360) 528-8090



PORT of OLYMPIA

**CONTRACT PROVISIONS
WITH SAMPLE CONTRACT FORMS
for**

**MISCELLANEOUS PAVING SERVICES
UNIT PRICED CONTRACT**

Contract No. 2023-1006

Approved for Construction:

James Sommer
Capital Assets Program Manager

Date

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

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DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00 11 13 – Bid Solicitation

Contract Title: MISCELLANEOUS PAVING SERVICES UNIT PRICED

Contract Number: 2023-1006

Bids Due: XXXXXXXX 2023

No later than: **3:00 PM**

Bid Submittal – Acceptable Methods:

- ☒ Electronic Bid Required – (Electronic submission using the Bonfire web portal located at <https://portolympia.bonfirehub.com/portal/?tab=openOpportunities>)
☒ Public Bid Opening To Be Held

Port Bid Form Required: ☒ Yes ☐ No

Summary of Work:

Provide labor, equipment, materials and incidentals to perform multiple work-order paving projects which include grading, paving, tack coat, crushed surfacing base course, bankrun gravel, grinding asphalt, slurry seal surfacing, asphalt fog sealing, painted traffic lines, adjustment of structures embedded in asphalt, and shoulder restoration, as directed by the Engineer, on various Port properties. The Port does not guarantee a certain amount of work. The work will be assigned by Work Orders; each Work Order will address the scope of work, estimated cost and time of completion, and shall be performed in accordance with the Technical Specifications and/or Work Order.

The contract shall expire three years following contract award, or when the sum of \$1,000,000 excluding Washington State Sales Tax has been expended under the contract, whichever occurs first. If, at the end of the contract term, available contract funds remain, The Port reserves the right to extend the contract for up to an additional two (2) years, upon mutual agreement between the Port and the awarded Contractor. The unit prices as bid shall remain the same.

Pre-Bid Conference: ☐ Yes ☒ No

The award of the Contract, if it is awarded, will be made within 30 calendar days after the date of opening of the bids.

Special Conditions:

Estimated quantities set forth on the bid form are estimates only, being given only as a basis for the comparison of Bids and evaluation of the low responsive and responsible bidder. The contract shall be issued for an amount not to exceed \$1,000,000 excluding Washington state sales tax. 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.

Direct questions to:

James Sommer

Name

Capital Assets Program Manager

Title

JamesS@PortOlympia.com

Email

360.528.8005

Phone Number

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

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DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00 21 13 – Instructions to Bidders

PART 1. BIDDING REQUIREMENTS

1.01 RECIPROCITY PREFERENCE FOR RESIDENT CONTRACTORS

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 non-resident 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 RCW 39.04.280.

1.02 EXAMINATION OF CONTRACT DOCUMENTS AND REGULATIONS

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 Port of Olympia 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 Port of Olympia 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.

The bidder shall verify that all documents provided by Port of Olympia, 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 of Olympia-supplied Contract Documents. No claim for additional work due to missing bid information will be considered.

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

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 Port of Olympia prior to entering the work site or conducting physical

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00 21 13 – Instructions to Bidders

testing of the work site, except for attendance during a scheduled pre-bid examination.

If the bidder finds facts or conditions that differ from or otherwise 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 Port of Olympia in writing.

1.04 CLARIFICATION OF CONTRACT DOCUMENTS

Requests for interpretation or reports of ambiguities shall be made in writing and delivered to Port of Olympia at least seven 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.

Copies of addenda will be posted on Bonefire. It is the responsibility of the bidder to verify issuance of any addenda prior to the Bid submittal deadline.

Each bidder shall acknowledge the receipt of all addenda issued on its Bid. If such acknowledgement is not made, Port of Olympia reserves the right to show constructive notice through delivery records or the bidder's use of information contained in the addenda.

Bidders shall not rely upon any oral statements or conversations, whether at the pre-bid conference or otherwise, that they may have with an employee, agent or representative of Port of Olympia or the Architect and/or Engineer regarding the Contract Documents. No statement made by an employee, agent or representative of Port of Olympia or the Architect and/or Engineer (including clarifications or interpretations of the Contract Documents) will be binding on Port of Olympia, without issuance of an addendum.

1.05 PRE-BID CONFERENCE

A pre-bid conference will not be held for this Contract.

1.06 SUBSTITUTION REQUESTS

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.

During the bidding period written requests by prime bidders for substitutions may be considered if received by Port of Olympia at least fourteen (14) days prior to the bid submittal deadline. Port of Olympia may, in its sole discretion, defer the consideration of a proposed substitution until after Contract award.

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.

Port of Olympia may require that samples be submitted, or demonstration made prior to approval. Port of Olympia's decision of approval or disapproval of a proposed substitution shall be final.

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

Bids shall be submitted on the forms provided by Port of Olympia in Section 00 41 13. All blanks on the bid forms shall be filled in by ink or typed.

Alterations, erasures, or interlineations within the blanks, if any, shall be in ink and initialed by the signer of the Bid.

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

All prices on the bid form shall be in U.S. dollars.

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.

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 of Olympia 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.

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 Port of Olympia does not warrant, expressly or by implication, that the actual amount of work will correspond to the estimated quantities. Port of Olympia 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 25% quantity increase or decrease, the unit price may be adjusted as provided in the General Conditions.

Prices shall be expressed in figures only.

Bid shall not include any applicable State or Local Sales Taxes, but shall include all other taxes, including without limitation, income and business and occupation taxes.

2.03 TAXES

Port of Olympia and Contractor shall be liable as provided by law for the collection and payment of all taxes including without limitation state taxes as imposed pursuant to Chapter 82 RCW.

No increase will be made in the amount to be paid by Port of Olympia 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.

2.04 BIDDER'S NAME AND SIGNATURE

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 Port of Olympia, 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

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00 21 13 – Instructions to Bidders

contracts on behalf of the bidder.

The bid form shall not become a part of the Contract Documents except by inclusion into the Agreement.

2.05 PROPOSED SUBCONTRACTORS

Port of Olympia encourages and supports the use of M/WBE subcontractors and suppliers on all Work.

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, electrical, structural steel installation and rebar installation, 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 to indicate N/A if no subcontractor shall be used, 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, electrical, structural steel installation, and rebar installation subcontractors applies only to proposed 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.

After bid opening, Port of Olympia may require the apparent low bidder to identify any other 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

The bid shall be accompanied by a Bid Guarantee in an amount at least 5% of the total Contract Sum.

The Bid Guarantee shall be in one of the following forms and made payable to Port of Olympia: a bid bond, either the form provided in Section 00 43 13, or a form acceptable to Port of Olympia which contains provisions substantially similar to those in Section 00 43 13, 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. Port of Olympia has the option to retain the Bid Guarantee of the three lowest bidders until award and execution of the contract.

2.07 BID SUBMITTAL

Bids for this ITB will only be accepted utilizing the Bonfire web portal located at <https://portolympia.bonfirehub.com/portal/?tab=openOpportunities>. Contractors that intend to respond must ensure that they have the necessary software to access and download the ITB through Bonfire.

Contractors that intend to submit a bid must consult the portal in a reasonable manner for any document updates or addenda and must base their bid on the most current version of the ITB available on the portal. By downloading the ITB from Bonfire, you will automatically be notified of any issued addenda to this ITB.

Contractors may contact Bonfire support via email at support@gobonfire.com or by phone at

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00 21 13 – Instructions to Bidders

(800) 354-8010 x2. Contractors shall not contact the Port for technical assistance as it relates to submitting their Proposals via Bonfire.

The Port will not assume any risk, responsibility, or liability whatsoever to any contractor for ensuring that the Bonfire portal is in good working order or that the contractors are able to download and upload documents or other material from or to the Bonfire portal, including, without limitations, delays caused by Bonfire when responding to the contractor for requests for technical support. It is the contractor's responsibility to upload their bid in sufficient time prior to the bid due date and time to enable the contractor to submit a bid. The Port makes no representation, warranty, or condition that the Bonfire website will be uninterrupted, timely, secure, or error free.

Bids received after the bid due date and time will not be considered. Unless Bonfire is unavailable at the bid due date and time. The Port is not obligated to extend the bid due date and time to extend the bid of an ITB for contractors who are experiencing technical issues with Bonfire.

Each contractor will receive an email confirmation receipt with a unique confirmation number once the contractor finalized their submission. This will be the only confirmation that the contractor successfully submitted their bid.

2.08 WITHDRAWAL OR MODIFICATION OF BID

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

2.09 BID OPENING

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.

Unless stated otherwise in the Advertisement for bids and Supplementary Conditions, public bid opening shall take place at Port of Olympia's headquarters, located at 606 Columbia St. NW, Suite 600, Olympia WA 98501.

2.10 BID VALIDITY

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

PART 3. BID EVALUATION

3.01 EVALUATION STANDARD

Bids will be evaluated by Port of Olympia to determine which Bid is the lowest responsive Bid by a responsible bidder.

3.02 VERIFICATION OF BID PRICES

Prices set forth in the Bid will be reviewed by Port of Olympia for mathematical accuracy. Port of Olympia 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.

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

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00 21 13 – Instructions to Bidders

home state.

For the purpose of determining the successful bidder, Port of Olympia 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 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:

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00 21 13 – Instructions to Bidders

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

3.03 CLAIM OF ERROR

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 Port of Olympia. In the event the bidder demonstrates an error in the Bid to Port of Olympia's satisfaction, Port of Olympia may allow the bidder to withdraw its Bid.

3.04 RESPONSIVE BIDS

Port of Olympia, 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 Port of Olympia 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 Port of Olympia'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 Guarantee is not properly executed or shows an incorrect amount.
5. If the Bid fails to include a price for every bid item.
6. If Port of Olympia reasonably deems the Bid Guarantee inadequate; or
7. If Port of Olympia 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 Port of Olympia.

3.05 BIDDER QUALIFICATIONS

It is the intent of Port of Olympia 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 Port of Olympia 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

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- 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 Department 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. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.
 6. Have received training on the requirements related to public works and prevailing wage under this RCW 39.04.350 and 39.12; or
have completed three or more public works projects and maintained a valid business license in Washington for at least three years.
 7. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.42 RCW.

Port of Olympia 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.

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 Port of Olympia's review a complete itemization of its Bid, and clearly define all phases of its work.

Prior to award, if requested by Port of Olympia, the bidder and selected proposed subcontractors or suppliers shall attend a bid evaluation conference and shall bring to the conference any documents requested by Port of Olympia to evaluate the Bid and the bidder's qualifications.

3.06 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

- A. In addition to the bidder responsibility criteria above, Port of Olympia may adopt relevant Supplemental Bidder Responsibility 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 Supplemental Bidder Responsibility Criteria stated in Section 00 73 00, the apparent low bidder must submit the requested documentation to Port of Olympia within 48 hours of the Bid submittal deadline. In the interests of meeting the project's schedule, Port of Olympia may request that the next lowest bidder(s) also submit the documentation.
- C. In the event bidder fails to supply the supplemental information requested concerning

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00 21 13 – Instructions to Bidders

responsibility within the time and manner specified, Port of Olympia may base its determination of responsibility on any available information related to the Supplemental Bidder Responsibility Criteria or may find the bidder not responsible. Port of Olympia reserves the right to request such documentation from other bidders also.

- D. Port of Olympia 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,

Port of Olympia 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, Port of Olympia 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 Port of Olympia declares the bidder not responsible.

3.07 EVALUATION AND CONFIRMATION OF BIDDER RESPONSIBILITY

- A. Port of Olympia shall consider an overall accounting for determining bidder responsibility. If Port of Olympia determines the bidder does not meet the bidder responsibility criteria and is therefore not a responsible bidder, Port of Olympia 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 three (3) business days of receipt of Port of Olympia's determination by presenting additional information to Port of Olympia. Port of Olympia will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, Port of Olympia 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.
- B. Port of Olympia 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. Port of Olympia will use the same process in checking references for any bidders other than the low bidder.
- C. Any bidder, within five (5) business days before the bid submittal deadline, may request that Port of Olympia modify the Supplemental Criteria. Port of Olympia 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, Port of Olympia will issue an addendum to the bidding documents identifying the new criteria.

3.08 COLLUSION

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

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00 21 13 – Instructions to Bidders

3.09 RETURN OF BID GUARANTEE

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

3.10 SINGLE BID RECEIVED

If Port of Olympia receives a single responsive, responsible Bid, Port of Olympia 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 Port of Olympia to assist in such analysis. By conducting such analysis, Port of Olympia shall not be obligated to accept the single Bid; Port of Olympia reserves the right to reject such Bid or any portion thereof.

3.11 NO BID RECEIVED

For Contracts estimated to cost less than \$300,000, where Port of Olympia receives no bids, Port of Olympia shall have the right, at its sole discretion, to award a contract to a responsible Contractor chosen from the Small Works Roster. The Contract amount shall be at a negotiated price that does not exceed 10% of the published Engineer's estimate and in no case shall the contract award exceed \$300,000.

3.12 IDENTICAL BIDS RECEIVED

After opening bids, if two or more lowest responsive bid totals are exactly equal, then the tie-breaker will be determined by drawing as described in this Section. Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful." The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for award of the contract. Only those responsible bidders who submitted a bid total that is exactly equal to the lowest responsive bid are eligible to draw.

3.13 RIGHTS OF PORT OF OLYMPIA

Port of Olympia reserves the right to accept the Bid of the lowest responsive, responsible 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 Port of Olympia, the best interests of Port of Olympia is served thereby.

PART 4. AWARD OF CONTRACT

4.01 NOTICE OF AWARD

The acceptance of a Bid will be evidenced by a written notice of award delivered to the bidder whose Bid is accepted.

Within ten days after issuance of the notice of award the Agreement form set forth in Section 00 52 13 shall be executed and returned, together with the performance and payment bonds, and certificates of insurance with endorsements as required by the Contract Documents.

The bidder shall not commence physical modification of the work site until Port of Olympia has issued its notice of award, notice to proceed, and Port of Olympia has received the executed Agreement form and bonds and certificates of insurance meeting the requirements of the Contract Documents.

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00 21 13 – Instructions to Bidders

4.02 PERFORMANCE AND PAYMENT BONDS

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 Port of Olympia in the amount of 100% of the total Contract Sum, including sales tax, 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.

The scope of the performance and payment bonds shall not affect or alter the liabilities of the Contractor to Port of Olympia under the terms of the Contract Documents. Port of Olympia may require the surety to appear and qualify itself upon the bond. If at any time Port of Olympia determines, in its sole judgment, that the surety is insufficient, Port of Olympia may require the Contractor to furnish additional surety in form and arrangement satisfactory to Port of Olympia and in an amount not exceeding that originally required. Payments will not be made on the Contract until sufficient surety as required is furnished.

4.03 EXTENSION OF TIME

If the Agreement form is not executed or not submitted to Port of Olympia within the time required and, at Port of Olympia'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 additional days.

4.04 FAILURE TO EXECUTE CONTRACT

If the bidder awarded the Contract fails to execute the Agreement form and furnish the required bonds and insurance certificates within ten days from delivery of the notice to award, or declares in writing its intent not to execute the Contract, its Bid Guarantee shall be forfeited to Port of Olympia and Port of Olympia 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 Guarantee shall not limit Port of Olympia's right to recover damages from the bidder caused by the bidder's failure to execute the Contract.

4.05 CANCELLATION OF AWARD

Port of Olympia 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 Port of Olympia.

END OF SECTION

Division 00 – BIDDING AND CONTRACT DOCUMENTS
Section 00 31 26 – Existing Hazardous Materials Information

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, lead, or other hazardous materials will not be disturbed by the project. If the Contractor encounters material suspected of containing lead, asbestos, or other hazardous materials, which will interfere with the execution of the work, the Contractor shall stop work and notify the Engineer.

1.03 NOTIFICATION AND SUSPENSION

- A. 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

BIDDER'S NAME _____

PROJECT TITLE: Miscellaneous Paving Services Unit Priced Contract
Contract No. 2023-1006

The undersigned bidder declares that it has read the specifications, understands the conditions, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

And, bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc., including all work incidental to, or described or implied as incidental to such items, according to the Contract Documents of the Port of Olympia, and that the bidder will complete the work within the time stated, and that bidder will accept in full payment therefore the unit price(s) and/or lump sum price as set forth in the bid below: (Note: Show prices in figures only.)

Any erasures or alterations of any kind and bids which are incomplete or contain irregularities may be rejected. The Port reserves the right, but without obligation, to waive informalities and irregularities. Bids shall be submitted by the time and date established in the Bid Solicitation. All blanks on the bid forms shall be filled in by ink or typed.

Estimated quantities set forth on the bid form are estimates only, being given only as a basis for the comparison of Bids, and Port of Olympia does not warrant, expressly or by implication, that the actual amount of work will correspond to the estimated quantities. Port of Olympia 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 are 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 25% quantity increase or decrease, the unit price may be adjusted as provided in the General Conditions.

Prices shall be expressed in figures only.

Unit prices shall not include any applicable State or Local Sales Taxes, but shall include all other taxes, including without limitation, income and business and occupation taxes.

The contract shall expire three years following contract award, or when the sum of \$1,000,000 including Washington State Sales Tax has been expended under the contract, whichever occurs first. If, at the end of the contract term, available contract funds remain, the Port reserves the right to extend the contract for up to an additional two (2) years, upon mutual agreement between the Port and the awarded Contractor. The unit prices as bid shall remain the same.

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

Schedule of Unit Prices:

Item No	Description	UOM	QTY	Unit Price	Extended Total
1.	Contract Management	LS	1	\$	\$
2.	Excavator +/- 12.5MT (.75 CY)	Hour	4	\$	\$
3.	Excavator +/- 24MT (1.5CY)	Hour	5	\$	\$
4.	Excavator +/- 35MT (2.5CY)	Hour	3	\$	\$
5.	Mobilization for 2, 3, or 4	Each	12	\$	\$
6.	Wheel Loader +/- 130HP (2.5CY)	Hour	1	\$	\$
7.	Wheel Loader +/- 145HP (3.0CY)	Hour	1	\$	\$
8.	Track Loader +/- 57HP (Skid Steer)	Hour	1	\$	\$
9.	Mobilization for 6, 7, or 8	Each	2	\$	\$
10.	Crawler Dozer +/- 70HP	Hour	1	\$	\$
11.	Crawler Dozer +/- 115HP	Hour	1	\$	\$
12.	Mobilization for 10 or 11	Each	2	\$	\$
13.	Rigid Frame Grader	Hour	2	\$	\$
14.	Articulated Grader 230HP	Hour	1	\$	\$
15.	Mobilization for 13 or 14	Each	3	\$	\$

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

Item No	Description	UOM	QTY	Unit Price	Extended Total
16.	4WD Loader/Backhoe 89HP	Hour	2	\$	\$
17.	Hoe Pack for Item 16	Hour	2	\$	\$
18.	Hydraulic Breaker for Item 16	Hour	1	\$	\$
19.	Mobilization for 16, 17 or 18	Each	1	\$	\$
20.	Single Drum Vibratory Roller +/- 54" Drum	Hour	1	\$	\$
21.	Single Drum Vibratory Roller +/- 66" Drum	Hour	1	\$	\$
22.	Single Drum Vibratory Roller +/- 84" Drum	Hour	1	\$	\$
23.	Mobilization for 20, 21, or 22	Each	3	\$	\$
24.	Compressor with Breaker or hammer	Hour	1	\$	\$
25.	Mobilization for 24	Each	1	\$	\$
26.	Dump Truck, Solo (10CY)	Hour	1	\$	\$
27.	Dump Truck and Trailer	Hour	1	\$	\$
28.	Street Sweeper	Hour	25	\$	\$
29.	Vacuum Truck	Hour	25	\$	\$

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

Item No	Description	UOM	QTY	Unit Price	Extended Total
HAZWOPER TRAINED LABOR (based on 4-hour minimum per day)					
30.	Water Truck	Hour	20	\$	\$
31.	Laborer	Hour	50	\$	\$
32.	Foreman with Tool Truck	Hour	50	\$	\$
33.	Superintendent	Hour	50	\$	\$
34.	Project Manager	Hour	50	\$	\$
NON - HAZWOPER TRAINED LABOR (based on 4-hour minimum per day)					
35.	Laborer	Hour	20	\$	\$
36.	Foreman with Tool Truck	Hour	20	\$	\$
37.	Superintendent	Hour	20	\$	\$
38.	Project Manager	Hour	20	\$	\$
MATERIALS					
39.	Bankrun Gravel, Class "B"	Ton	100	\$	\$
40.	Crushed Rock (gradation as required)	Ton	100	\$	\$
41.	Quarry Spalls	Ton	50	\$	\$
42.	Oil Sausage Boom, 10 Ft. length	Each	2	\$	\$
42.	Oil Sausage Boom, 10 Ft. length	Each	1	\$	\$
43.	Straw Bales	Each	5	\$	\$
44.	35 lb Sandbags, filled	Each	20	\$	\$

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

Item No	Description	UOM	QTY	Unit Price	Extended Total
HAULING AND DISPOSAL (truck, driver, fuel, etc., included)					
45.	Dirt – to contractor's waste site	Ton	100	\$	\$
46.	Concrete – to contractor's waste site	Ton	100	\$	\$
47.	Wood Debris & Trash – to contractor's waste site	Ton	100	\$	\$
48.	Dirt – to Port site	CY	100	\$	\$
49.	Concrete – to Port site	CY	20	\$	\$
50.	Wood Debris & Trash – to Port site	CY	20	\$	\$
TRAFFIC CONTROL					
51.	Flagger	Hour	20	\$	\$
52.	Spotter	Hour	20	\$	\$
53.	Traffic Control Devices	Day	10	\$	\$
Subtotal					\$
WSST @ 9.4%					\$
TOTAL BID					\$

The Port will base the low bid evaluation on the TOTAL BID

ADDENDA ACKNOWLEDGEMENT:

Receipt of all Addenda through No. _____ is (are) hereby acknowledged.

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

BID GUARANTEE

A certified check, cashier's check, or other obligation of a bank, or a bid bond, for at least 5% of the total bid must be submitted prior to bid submittal deadline.

NONCOLLUSION:

The undersigned declares under penalty of perjury that the bid submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder or bidders.

RESPONSIBLE BIDDER CERTIFICATION

In accordance with RCW 9A.72.085, the undersigned bidder declares under penalty of perjury that said bidder is in compliance with the responsible bidder criteria requirement, and that within the three-year period immediately preceding the date of this bid solicitation, has not received a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

Name of Firm

Signature

By (Type or Print)

Title

Date

Mailing Address

City

State

Zip Code

Telephone Number

E-mail

Washington State Contractor's License No. _____

Date of Issue _____ Expiration Date _____

Federal Tax ID No. _____

Bids submitted without a signature will be determined non-responsive, in accordance with Specifications Section 00 21 13, paragraph 3.04

DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS

Section 00 43 13 - Bid Guarantee

KNOW ALL MEN BY THESE PRESENT:

That we, _____, as Principal, and
_____, as Surety, are held and firmly bound unto the
PORT OF OLYMPIA 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 completion of the _____ **project**, 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 _____, 2023.

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 Olympia, 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.**

MISCELLANEOUS PAVING SERVICES

Unit Price Contract No. 2023-1006

THIS AGREEMENT entered into this _____ day of _____ 2023, by and between the Port of Olympia, a municipal corporation of Thurston County, Washington, hereinafter called the Port, and _____, hereinafter called the Contractor.

WHEREAS the Port, by authority in it vested, has awarded the Contractor a contract for furnishing all the labor, equipment, materials and services necessary to complete the work described in the Contract Documents, on the Port of Olympia properties. This work will be accomplished as bid, for the contract sum of \$ _____ AND /100 DOLLARS (\$0.00), plus Washington State Sales Tax. This work will be performed in accordance with the Contract Documents and the bid of the Contractor. The Contractor has accepted such award, and said Contract Documents and bid are made a part hereof as though fully set out herein.

NOW THEREFORE, this Agreement has been executed in duplicate as of the date first written above, as authorized by the Port Commission in regular session on the _____ day of _____ 2023.

PORT OF OLYMPIA

CONTRACTOR

Contractor

By

Title

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 Olympia
606 Columbia St NW, Suite 300
Olympia, WA 98501

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 is 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 (2) 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: _____

Signature: _____

Name & Title: _____

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 Olympia
606 Columbia St NW, Suite 300
Olympia, WA 98501

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.

§ 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.

DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS
Section 00 61 13.16 Payment Bond

§ 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: _____

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS

Section 00 72 00 – General Conditions

ARTICLE G-00

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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

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS

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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
POLY	Port of Olympia
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.

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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 Olympia'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 Olympia 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.

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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 Olympia. 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

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS

Section 00 72 00 – General Conditions

	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 Thurston 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

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Section 00 72 00 – General Conditions

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 OLYMPIA

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 Olympia Commission, unless the authority to grant Final Acceptance of the Work has been delegated to a

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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.

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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

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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/>. A copy of the prevailing wage rates is available for viewing at the Port of Olympia offices or may be requested by contacting the Port's contract administrator. In referencing such rates, the Port does not imply or warrant that the Contractor will find labor available at those rates. 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

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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,

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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 therefore.

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

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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 G-04.12 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 known underground utility not identified in the Contract Documents or located by the Port must be relocated to accommodate the Project or adversely affects the performance of the Work, the Contractor shall adhere to the requirements of paragraph G-04.30. The Engineer will either arrange for the relocation of such utility, if necessary, or provide written authorization for the Contractor to do such Work. If the Contractor performs such Work with authorization from the Engineer, at the Port's

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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 two business days and not more than ten business days before beginning excavation and to mark the proposed excavation area as required by the statute. If the Contractor intends to work at multiple sites or at a large project, the Contractor must take reasonable steps to confer with utility owner(s) to enable them to locate underground facilities reasonably in advance of the start of excavation for each phase of the work. 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

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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 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,

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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

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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.

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- 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

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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

The Port will set one benchmark using the proper elevation datum and will establish one line of reference in the vicinity of the project. All construction survey shall be accomplished by the Contractor.

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 Engineer.
- B. 24-Hour security will be arranged.
- C. The Engineer shall immediately notify the following:
 - 1. Port Security
 - 2. Thurston County Medical Examiner
- D. The Thurston County Medical Examiner shall determine if the human remains are of archeological significance. The resources shall not be moved unless the resources are determined to have no archeological significance.
- E. The Medical Examiner's determinations will be transmitted by the Engineer to:
 - 1. State Office of Archaeology and Historic Preservation
 - 2. All Tribal interests
- F. The press will not be notified prior to notification of Tribal groups.
- G. 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

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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 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.

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- 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 10 days after Notice of Award. The Engineer will respond to the Contractor within 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 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

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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 Olympia 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. Acceptance is required for contracts greater than \$300,000.

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

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- 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.

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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 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 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 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 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

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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

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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

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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

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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 Olympia 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

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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:

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- 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 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,

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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.

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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

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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 OLYMPIA'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.

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- 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

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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

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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

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

1. 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.
2. 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.
3. The Contractor shall procure and maintain any other insurance applicable to this contract as may be required by local, state, or federal law.
4. 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.

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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

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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-04.05 PREVAILING WAGE RATES TO BE PAID

Supplement Article G-04.05 with the following:

- H. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit priced contracts shall have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid shall be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

SC-04.13 CONTRACTOR TO COMPLY WITH ALL LAWS

Supplement Article G-04.13 with the following:

1. TWIC Cards are required for all work on the Marine Terminal.

Transportation Worker Identification Credentials (TWIC): The Transportation Worker Identification Credential (TWIC™) program is a Transportation Security Administration and U.S. Coast Guard initiative. The TWIC™ program provides a tamper-resistant biometric credential (TWIC Card) to maritime workers requiring unescorted access to secure areas of port facilities, outer continental shelf facilities, and vessels regulated under the Maritime Transportation Security Act, or MTSA, and all U.S. Coast Guard credentialed merchant mariners.

Effective February 28, 2009, all workers in the Puget Sound area will need a TWIC card to gain unescorted access to secure areas of Maritime Transportation Security Act (MTSA) regulated facilities and vessels. More information on the TWIC Program is available at the Transportation Security Administration's website www.tsa.gov.

2. TWIC Escorting

A Transportation Identification Credential (TWIC) is issued and controlled by TSA under 49 CFR §1572. It is an authorized credential for fulfilling the identification requirements for access control. Possession of a TWIC itself does not, on its own, guarantee access to any MTSA regulated facility, including the Port. The individual must also have a valid reason to access the terminal as determined by the Port of Olympia's Marine Terminal personnel (the "Marine Terminal").

DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS

Section 00 73 00 - Supplementary Conditions

It is the Port of Olympia's policy that any personnel who require regular access to the Marine Terminal should obtain a TWIC. This includes Port employees, tenant employees, contractor personnel, and longshoremen. Additionally, any other person seeking unescorted access to any terminal in the USCG's Sector Puget Sound must possess a valid TWIC to gain access. All non-TWIC card holders must be accompanied by an approved TWIC escort at all times while on the Marine Terminal facility.

There are two types of areas in a terminal: restricted and secure access areas. Restricted access areas are generally the marine docks, tank storage areas and offices. All other areas within the fenced property may be defined as secure access areas. In a restricted area, the ratio is one TWIC escort per every 5 non-TWIC holders. For a secure area, the ratio is one TWIC escort per every 10 non-TWIC holders. If the non-TWIC holders are transported in an enclosed vehicle (e.g. van or bus) escorting ratios do not apply as long as the visitors are not allowed to depart the vehicle.

The Escort must have a Port of Olympia TWIC escort endorsement to be an eligible escort. Escorts must agree to the security and safety regulations of our facility. Specifically, escorts must have knowledge of this escorting procedure and how to make emergency notification if the escorted individual(s) are engaged in activities other than those for which escorted access was granted.

Escorting may only be conducted in areas the badge holder has approved access. If other access is required, authorized personnel may escort only by pre-arrangement with the Marine Terminal office and upon completion of an escort permission form. The form establishes an understanding of the escort requirements and responsibilities and is an agreement to accept any liability imposed upon the Port of Olympia by the USCG or any Federal entities for failure of the escort to fulfill those responsibilities. The form is available from the Marine Terminal office.

TWIC escorting privileges are granted at the sole discretion of the Marine Terminal for a period of time determined by the facility. The facility reserves the right to deny granting privileges or to suspend, revoke or deny renewal of escorting privileges previously granted.

Although the sponsoring agency providing a TWIC escort is responsible for the actions of both its visitor and the escort, ultimately the Marine Terminal is responsible for violations. Any escort who fails to perform satisfactorily may be required to leave the facility and may be disqualified from conducting escorts in the future. Furthermore, said person shall be liable for the payment of any fine levied by the United States Coast Guard (USCG). While on the facility all TWIC holders must be able to present a valid TWIC within ten (10) minutes to the USCG or the Marine Terminal personnel. Persons unable to produce a valid TWIC will be escorted off the facility and may be subject to criminal prosecution. The facility may, at its sole discretion, ban any person for any period of time for violation of Federal laws or facility rules and regulations. Those persons who

DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS

Section 00 73 00 - Supplementary Conditions

violate access control procedures may be subject to arrest, prosecution and/or loss of facility privileges.

SC-07.01 CONTRACT TIME

- B. The award of the base bid portion of the contract, if it is awarded, will be made within 45 calendar days after the date of opening of the bids.

SC-8.08 SUBSTANTIAL COMPLETION

Supplement Article G-08.08 with the following:

- E. **The contract shall expire three years following contract award, or when the sum of \$1,000,000 excluding Washington State Sales Tax has been expended under the contract, whichever occurs first. If, at the end of the contract term, available contract funds remain, The Port reserves the right to extend the contract for up to an additional two (2) years, upon mutual agreement between the Port and the awarded Contractor. The unit prices as bid shall remain the same.**

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.
- B. The Contractor shall prepare and submit several safety-related documents prior to mobilization including a Health and Safety Plan (HASP), activity Hazard Analysis (AHA)/Job Safety Analysis (JSA) for all tasks, and copies of licenses/certifications.
- C. The Contractor shall develop and implement a Health and Safety Plan (HASP), which at minimum will meet the requirements of a site-specific Accident Prevention Program (APP) in accordance with WAC 296-800-14005 and WAC 296-155-110. Failure on the part of the Contractor to follow the HASP 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 296-155 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.

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

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS

Section 00 73 19 – Health and Safety Provisions

meters, first aid supplies, etc.) necessary to support the Contractor's and subcontractor's 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.

PART 3 – EXECUTION

3.01 PREPARE HEALTH AND SAFETY PLAN

- A. Prior to the start of any work the Contractor shall develop a HASP, which at minimum will meet the requirements of a site-specific APP in accordance with WAC 296-800-14005 and WAC 296-155-110, as well as other applicable local, state and federal laws, regulations, and permits for construction. 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.

3.02 SITE SAFETY AND HEALTH OFFICER

- A. The Contractor shall provide a person designated as the Site Safety and Health Officer, who has designated responsibility and authority for the health and safety of the Contractor's employees and enforcing the health and safety plan. The person must be present at all times while work is being performed.
- 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.

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS

Section 00 73 19 – Health and Safety Provisions

- 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 at the site. The Contractor shall maintain proof that all on-site persons have read the HASP and are aware of the site hazards.
- C. The Contractor shall maintain at least one copy of the HASP(s) at the work site at all times.
- D. At the beginning of each job, and at least weekly thereafter, the Contractor shall conduct a walk-around safety inspection jointly by one member of management and one employee, elected by the employees, as their authorized representative (WAC 296-155-110).
- E. 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 contractors.
- F. The Contractor shall ensure that all employees are afforded quick and effective first-aid attention in the event of an on-the-job injury (WAC 296-155-120).
- G. The Contractor shall only permit those employees qualified by training or experience to operate equipment and machinery (WAC 296-155-035[A]).
- H. 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.
- I. 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 within these specifications under the following Division Numbers:

1. DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS
2. DIVISION 1 - GENERAL REQUIREMENTS
3. DIVISION 2 - SITE WORK
4. DIVISION 3 - CONCRETE
5. DIVISION 31 – EARTHWORK
6. FAA TECHNICAL PROVISIONS

- 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.

The Contractor will furnish the type of equipment and materials, described in the bid form, for any type of work the Port deems as suitable. In some instances, the Port may request the Contractor propose what it considers the appropriate equipment and materials for the Port's approval. For additional equipment and/or specialized equipment, other than equipment described in the bid form, the Port shall approve unit price rates prior to mobilizing equipment. In some instances, the Port will order certain equipment and material, as it deems necessary, to accomplish the intended purpose. The Contractor is to perform the work in compliance with the Temporary Facilities and Controls, where applicable, as described herein.

- C. Work Order Process:

The Port does not guarantee a certain amount of work. The Port will issue an individual Work Order for each separate project or piece of work. The Contractor and the Port's Project Manager will estimate each Work Order, which will address the scope of work, estimated cost and time of completion, and shall be performed in accordance with the Technical Specifications and/or Work Order. Payment will be made utilizing the schedule of unit prices as bid.

1.02 LOCATION

This contract involves various projects on properties owned by the Port of Olympia including, but not limited to, the Olympia Airport, the marine terminal, Swantown Marina and Boatworks, and industrial or commercial properties in Tumwater and Lacey, or on the Port peninsula in Olympia. The location will be determined at time of Work Order.

DIVISION 1 - GENERAL REQUIREMENTS

Section 01 11 00 - Summary of Work

1.03 ACCESS TO SITE

- A. For work to be done within the Port's Marine Terminal restricted area: the Contractor shall have access to the construction site via: Port Security Gate at Franklin Street NE, Olympia. Absolutely no parking of private vehicles overnight on site is permitted. The Contractor may be required to relocate entry and related work areas as required by Port Representative. Contractor shall conduct all business through the gate assigned by the Port Representative.
- B. For other properties, the Contractor shall have access to the construction site via city street, absolutely no parking of private vehicles overnight on site is permitted. The Contractor may be required to relocate entry and related work areas as required by Port Representative. Contractor shall conduct all business through the gate assigned by the Representative.

1.04 ENGINEERING AND INSPECTION

- A. Engineers, inspectors and other representatives of the Port of Olympia will perform necessary engineering and inspection work throughout the duration of the Contract.
- B. Engineers and inspectors of the City of Olympia 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 Olympia operations, so interference with Port activities will be minimized.
- B. The Contractor shall also coordinate its work with others throughout the life of this contract at no additional expense to the Port.

1.06 MATERIALS TESTING

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

1.1 MEASUREMENT FOR PAYMENT:

- A. Measurement for payment will be at the unit price as stipulated in the bid form for the items listed below. Payment shall be considered full compensation for furnishing all labor, materials, and equipment to complete the work as specified.

1 CONTRACT MANAGEMENT FEE

- a. The bid item is a one-time fee that will be full compensation for Contractor's cost of providing the required bonds and insurance, as well as any required planning documents such as a Health and Safety Plan, or Traffic Control Plan.
- b. Payment: CONTRACT MANAGEMENT FEE will be paid at the lump sum bid amount and shall be paid in full on the first work order.

END OF SECTION

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 01 31 26 – Electronic Communication Protocols, Project Management System

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements for Contractor to use the Port's Web-based Project Management System (PMS).
- B. Minimum system and internet connection requirements.

1.2 SUMMARY

- A. The Port is utilizing a web-based Project Management System (PMS) called Bonfire. The PMS provides a number of benefits to project participants, including:
 - 1. Timely communications and responses;
 - 2. Automated tracking of time-sensitive items;
 - 3. Automated reporting;
 - 4. Common document storage and management;
 - 5. Reduction in number of paper documents for improved record keeping;
 - 6. Audit trail of information: and,
 - 7. Secure, real-time 24/7 access and exchange of information.

1.3 WEB-BASED PROJECT MANAGEMENT SYSTEM (PMS)

- A. All document transmittals from the Contractor to the Port shall be made electronically via the PMS. Private or company confidential information should not be posted to the PMS.
- B. The Web-based PMS shall be used to submit and track all project documentation, including, but not limited to, meeting minutes, scheduling, submittals, shop drawings, product data, and other submittals, substitution requests, application for payments, construction field reports and other reports, photographs, change orders, RFIs, non-compliance reports, project schedules, etc. All contract related documents will be posted to the PMS.
- C. All Contractor employees who will use PMS shall complete the training provided by the Port prior to having access to the system. Training on the use of the PMS will be scheduled by the Port at no cost to the Contractor. Sharing of user accounts is prohibited. Training time for Contractor staff shall be at the sole expense of the Contractor.
- D. The participation of the Contractor's Subcontractors, vendors, and Suppliers is not required; however, it is the responsibility of the Contractor to coordinate between the PMS and all Subcontractors, Suppliers, or vendors, at any tier.

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 01 31 26 – Electronic Communication Protocols, Project Management System

- 1.4** Contractor's employees shall comply with all work instructions and procedures relating to the use of the PMS.

1.5 MINIMUM EQUIPMENT AND INTERNET CONNECTION

- A. The Contractor shall be solely responsible for furnishing all hardware required to establish and maintain access to the PMS, including personal computers, peripheral software, small or large format scanning hardware, plotter devices, printers, or means of obtaining scanned or plotted documents from a printing/plotting service, to support the electronic submittal review process via the PMS.
- B. The Contractor shall be responsible for establishing broadband Internet connectivity in order to effectively utilize the PMS (T1, Cable modem, or DSL connectivity is required).
- C. In addition to other requirements specified in this Section, the Contractor shall be responsible for the following:
 - 1. Providing suitable personal computer systems for each licensed user at the user's normal work location with high-speed Internet access.
 - 2. Each of the above referenced computer systems shall have the following minimum system and software requirements:
 - a. Computer configuration
 - 1) PC system 1 GHz Intel or equivalent processor
 - 2) 512 MB Ram
 - 3) Display capable of SVGA (1024 x 768 pixels) 256 colors display
 - 4) 101-key Keyboard
 - 5) Mouse or other pointing device
 - b. Operating system and software shall be properly licensed.
 - 1) Microsoft Internet Explorer. Other browsers may not support the Active X controls required.
 - 2) Adobe Acrobat Reader (current version is available for download from Adobe)
 - 3) Users intending to scan, assemble, and upload documents to the PMS system may require Adobe Acrobat Professional (current version shall be purchased) or alternate.
 - 4) Users should have standard Microsoft Office Suite (current version shall be purchased) or alternate.

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 01 31 26 – Electronic Communication Protocols, Project Management System

- c. Browser plug-ins
 - 1) Two Active X files will need to be loaded to utilize additional functionality to upload multiple files and view Redline documents.
- 3. The minimum system herein will not be sufficient for many tasks and users may not be able to access all documents and files stored in the PMS Documents area, such as AutoCAD Files.

1.6 USER LICENSE REQUIREMENTS

- A. The Port will provide the Contractor with individual user licenses to access the Port's PMS. All costs associated with the licenses are the responsibility of the Port.

1.7 SUBMITTAL DOCUMENTS

- A. In addition to the requirements in the Contract Documents for Submittals to the Port, the Contractor shall submit, track, review, and handle submittals via the PMS.
 - 1. All Working Drawings, brochures, and product data shall be submitted via the PMS in Adobe Portable Document Format (PDF) generated by a PDF writer or scanned to PDF format.
 - 2. Samples shall be submitted using traditional means but shall be tracked using the PMS.

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. In the absence of an approved submittal that meets the requirements of this section, the Contractor shall furnish the exact materials specified or materials selected by the Engineer based on the Plans.

2.02 WORKING DRAWINGS

- A. The Port of Olympia will not accept Working Drawings that prohibit the Port from making copies for its own use.
- B. Quality: Working 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-inch by 17-inch 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 24 inches wide by 36 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 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 PRODUCT DATA

- A. The Contractor shall submit product data in PDF format 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

DIVISION 1 – GENERAL REQUIREMENTS

Section 01 33 00 – Submittals

provide for positive and rapid identification in the field. General catalogs or partial lists will not be accepted.

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 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 thereof.
- 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 and product 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 the Plans, unless the Contractor has in writing called the Engineer's attention to such deviations at the time of the submission, nor shall it relieve the Contractor from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the product data with the Contract Documents for deviations and errors.
- G. It shall be the responsibility of the Contractor to ensure that items to be furnished fit the space available. The 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 Plans, and to make all changes in the work required by the different

DIVISION 1 – GENERAL REQUIREMENTS

Section 01 33 00 – Submittals

arrangement of connections together with any cost of redesign necessitated thereby, all at the Contractor's expense.

- I. Where the phrase "or approved alternate" or "or equal" occurs in the Contract Documents, do not assume that material, equipment, or methods will be approved by the Engineer unless the item has specifically been approved for this Work by the Engineer.

PART 3. EXECUTION

- A. All Working Drawings, brochures, and product data shall be submitted in Adobe PDF generated by a PDF writer or scanned to PDF format.
- B. Samples shall be submitted using traditional means but shall be tracked.

3.02 COORDINATION

- A. Working drawings shall be submitted in related packages. Working drawings and product data for equipment or material details that are interdependent or are related in any way must be submitted, indicating the complete installation. Submittals shall not be altered once approved for construction by the Engineer. Revisions shall be clearly marked and dated. Major revisions must be submitted for approval.
- B. The Contractor shall thoroughly review all Working 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.
- C. Components or materials that require Working Drawings and that arrive at the job site prior to approval of Working 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
 - Section 00 57 19 Spill Prevention, Control and Countermeasures Plan

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 SUBMITTALS

- A. Air Emission Control Plan to address fugitive dust control and other possible emissions as a result of the planned work for Port review.
- B. Odor suppressant/neutralizer material submittal to include manufacturer, MSDS Sheet, and manufacturer's recommended usage for Port review.

1.04 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,

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

Operation and Maintenance Manual, Engineering Documents, and any related permits on-site, and make available for inspection by Port personnel or regulatory representatives.

4. In the event that waste material, refuse, debris, and/or rubbish are not removed from the work site by the Contractor, the Port reserves the right to have the waste material, refuse, debris and/or rubbish removed, with 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 onto 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. The contractor is to 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, 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.

1.05 AIR POLLUTION CONTROL

- A. The Contractor shall prepare and submit to the Port an Air Emission Control Plan to address fugitive dust control and other possible emissions.
- B. The Contractor shall use Ultra Low Sulfur Diesel fuel on all off-road construction equipment.
- C. The Contractor shall not discharge smoke, dust, odor, and/or other contaminants into the atmosphere that violate the regulations of any

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

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.

- D. 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.
- E. The Contractor shall maintain an approved odor suppressant/neutralizer on site at all times to reduce odors. Request approval from Engineer prior to use.
- F. 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.

1.06 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 Olympia for the hours of operation, unless otherwise approved by the City of Olympia 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 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 fifty (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.

1.07 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

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project including, but not limited to, the Stormwater Pollution Prevention Plan, Spill Control Plan, Solid Waste Plan, Operation and Maintenance Manual, Engineering Documents, and any related permits on-site, and make available for inspection by Port personnel or regulatory representatives

1.08 TREE AND PLANT PROTECTION

A. Temporary Tree Protection:

1. The Contractor shall carefully protect existing trees from damage by construction activities. Trees which may not be removed within the construction limits shown on the drawings will be specifically marked by the Engineer for protection. No trees outside the construction limits shall be removed or damaged, unless authorized by the Engineer.
2. If a tree is damaged or destroyed by construction (other than those designated for removal), the Contractor shall replace it with a healthy tree in species and grade as required by the Engineer. Where it is necessary to replace a tree damaged by construction, the Contractor shall bear all expenses required to establish the replacement tree.

B. Existing Vegetation Protection:

1. The Contractor shall carefully protect the vegetation outside of the boundaries of the project site from damage by construction activities.
2. If the vegetation is damaged or destroyed by construction, the Contractor shall replace it with species and grade as required by the Engineer.

1.09 SURFACE WATER AND GROUNDWATER

- A. The Contractor shall comply with all the requirements set for by the Contract Documents for controlling, conveying, treating and discharging surface and groundwater encountered in connection with the work.
- B. The Contractor shall 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. The Contractor shall 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.

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1.10 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 product storage tanks shall be diked or located 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 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 Program Manager (360-528-8020), 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, ten (10) feet long

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Section 01 35 43 – Environmental Controls

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. All spills, discharges, leaks, or other releases of materials to the site soils or adjacent waters shall be immediately reported to the Port.

1.11 CONTAMINATED SOILS

The Contractor shall comply with all the requirements set for by the Contract Documents for handling, stockpiling, and disposing of the contaminated soils encountered in connection with the work.

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

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Section 01 45 00 - Quality Control and Testing Laboratory Services

PART 1 - GENERAL

1.01 QUALITY CONTROL FOR COMPLIANCE:

- A. All of the work under this contract must be fully sampled and tested in accordance with these specifications. Unless explicitly otherwise stated in the Specifications, the Contractor shall retain an independent testing company and laboratory for the sampling and testing of the import materials, grading materials, paving materials, pipelines, electrical systems, structures, and other units constructed or modified as a part of this project.
- B. All costs associated with sampling and testing shall be borne by the Contractor, unless otherwise stated in the Specifications.

1.02 RELATED WORK DESCRIBED ELSEWHERE:

- A. Contractual requirements for sampling and testing are included, but not limited to, the following sections:
 - A. Section 00 72 00 General Conditions
 - B. Section 00 73 00 Supplementary Conditions
- B. Individual tests will be required in accordance with other sections of these Specifications and the Plans, where applicable.

1.03 SAMPLING AND TESTING:

- A. Initial sampling and testing necessary to secure approval of materials shall be the Contractor's responsibility.
- B. Subsequent sampling and testing, required as the work progresses to ensure continued control of materials and compliance with all of the requirements of the Contract Documents, shall be the responsibility of the Port.

1.04 MATERIALS TO BE TESTED:

- A. Sampling and testing necessary to provide compliance with the requirements of the specifications include, but shall not be limited to, the following:
 - 1. Design of asphaltic concrete mix.
 - 2. Design of Portland cement concrete mix.
 - 3. Liquid asphalts and bitumens.
 - 4. Asphaltic concrete aggregate.
 - 5. Portland cement concrete aggregate.
 - 6. Field compaction and control densities.
 - 7. Moisture content of soils and base course.
 - 8. Base and top course materials.

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9. Bank run gravel borrow.
10. Bedding aggregates.
11. Pipe materials.
12. Concrete slump and compressive strength.

1.05 SERVICES OF INDEPENDENT TESTING COMPANIES AND LABORATORIES:

- A. The Contractor shall retain independent materials and analytical testing companies and/or laboratories to collect samples and perform the required testing in accordance with the Specifications, unless otherwise directed by the Port.
- B. The Contractor shall be responsible to:
 1. Submit names and qualifications of each proposed material and analytical testing company and laboratory for approval by the Port.
 2. Obtain and pay all costs associated for services performed by the approved materials and analytical companies and laboratories, including monitoring, sampling, testing, reporting, etc.
 3. Schedule the collection of all required samples and relative testing services with the approved testing companies and laboratories, unless otherwise stated in the Specifications.
 4. Submit all preliminary test results to the Port by facsimile or email.
 5. Instruct independent companies and laboratories to transmit results directly to the Port at the same time as sent to the Contractor.
 6. Coordinate with the Port regarding actions to be taken based on preliminary test results. All preliminary results shall be subject to a quality control review by the laboratory prior to transmittal to the Contractor or Port.
 7. Obtain final report from laboratory and transmit to the Port within 10 days following receipt of preliminary results.
- C. The Independent companies and laboratories shall furnish a minimum of three certified copies of all testing results directly to the Engineer for review and approval.
- D. Any materials placed without prior acceptance by the Engineer shall be removed immediately at no cost to the Port.

1.06 COMPACTION AND MOISTURE CONTROL TESTING

- A. Maximum density and optimum moisture content shall be determined by one of the following methods:
 1. Materials with less than 30-percent by weight retained on the U.S. No. 4 sieve shall be determined using FOP for AASHTO T 99 Method A.

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Section 01 45 00 - Quality Control and Testing Laboratory Services

2. Materials with 30-percent or more by weight retained on the U.S. No. 4 sieve and less than 30-percent retained on the $\frac{3}{4}$ -inch sieve shall be determined by WSDOT Test Method No. 606 or FOP for AASHTO T 180 Method D. The determination of which test procedure to use will be made solely by the Contracting Agency.
3. Materials with 30-percent or more retained on the $\frac{3}{4}$ -inch sieve shall be determined by WSDOT Test Method No. 606.
- B. In-place density will be determined using Test Methods WSDOT FOP for AASHTO T 310 and WSDOT SOP for T 615.
- C. Field density testing shall be performed by an independent testing company, and the Contractor shall be responsible to:
 1. Submit name and qualifications of proposed testing company retained for field density testing for approval by the Port.
 2. Obtain and pay for the services of the approved independent company to take all samples and perform all required testing.
 3. Schedule testing, when appropriate.
 4. Record all field test results indicating the material tested, relative centerline stations, lot number, etc. on a form approved by the Port.
 5. Coordinate with the Port regarding any corrective actions to be taken based on test results. All preliminary results shall be subject to a quality control review by the testing company prior to transmittal to the Contractor or Port.
 6. Provide field test report forms prepared by the independent testing company, and transmit the report to the Port within 10 days following each field test.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION

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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 Olympia 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 install and maintain necessary temporary sanitary toilet facilities during the term of this contract. Toilet facilities for employees shall be maintained in a sanitary condition. Toilets shall be of a chemical type; removed at completion of work and the premises disinfected.

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
 - 1. The construction site shall be closed to the public at all times.
 - 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 area as indicated on the drawings.

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Section 01 50 00 - Temporary Facilities and Controls

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

All cost associated with this section are to be considered incidental to the project and shall not be measured separately for payment.

END OF SECTION

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Section 01 51 36 – Temporary Construction Water

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Work consists of furnishing, hauling, and applying water for compacting embankments, constructing subgrade, placing of crushed surfacing, dust control, and as the Engineer requires.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

The Contractor shall apply water by means of tank trucks equipped with spray bars. Spray controls shall ensure that the water flows evenly and in the amounts required by the Engineer. The Engineer may direct that the Contractor apply water at night or early in the morning to reduce evaporation losses.

PART 4 - MEASUREMENT AND PAYMENT

All costs associated with this section are to be considered incidental to the project and shall not be measured separately for payment.

END OF SECTION

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Section 01 55 26 – Temporary Traffic Control

PART 1. GENERAL

1.01 DESCRIPTION OF WORK

- A. The Contractor, utilizing contractor labor and contractor-provided equipment and materials (except when such labor, equipment or materials are to be provided by the Port as specifically identified herein), shall plan, manage, supervise, and perform all temporary traffic control activities needed to support the Work of the Contract.
- B. The Contractor shall provide flaggers, spotters and all other personnel required for labor for traffic control activities and not otherwise specified as being furnished by the Port.
- C. The Contractor shall perform all procedures necessary to support the Contract Work.
- D. The Contractor shall provide signs and other traffic control devices not otherwise specified as being furnished by the Port. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on or adjacent to Highways, roads, or streets. No Work shall be done on or adjacent to the Roadway until all necessary signs and traffic control devices are in place.
- E. The traffic control resources and activities described shall be used for the safety of the public, of the Contractor's employees, and of the Port's personnel and to facilitate the movement of the traveling public. Traffic control resources and activities may be used for the separation or merging of public and construction traffic when such use is in accordance with a specific approved TCP.
- F. Upon failure of the Contractor to immediately provide flaggers; erect, maintain, and remove signs; or provide, erect, maintain, and remove other traffic control devices when ordered to do so by the Engineer, the Port may, without further notice to the Contractor or the Surety, perform any of the above and deduct all of the costs from the Contractor's payments.
- G. The Contractor shall be responsible for providing adequate labor, sufficient signs, and other traffic control devices, and for performing traffic control procedures needed for the protection of the Work and the public at all times regardless of whether or not the labor, devices or procedures have been ordered by the Engineer, furnished by the Port, or paid for by the Port.
- H. Wherever possible when performing Contract Work, the Contractor's equipment shall follow normal and legal traffic movements. The Contractor's ingress and egress of the Work area shall be accomplished with as little disruption to traffic as possible. Traffic control devices shall be removed by picking up the devices in a reverse sequence to that used for

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installation. This may require moving backwards through the work zone. When located behind barrier or at other locations shown on approved traffic control plans (TCPs), equipment may operate in a direction opposite to adjacent traffic.

- I. The Contractor is advised that the Port may have entered into operating agreements with one or more law enforcement organizations for cooperative activities. Under such agreements, at the sole discretion of the Port, law enforcement personnel may enter the work zone for enforcement purposes and may participate in the Contractor's traffic control activities. The responsibility under the contract for all traffic control resides with the Contractor and any such participation by law enforcement personnel in Contractor traffic control activities will be referenced in the Special Provisions or will be preceded by an agreement and, if appropriate, a cost adjustment. Nothing in this Contract is intended to create an entitlement, on the part of the Contractor, to the services or participation of the law enforcement organization.

PART 2 - PRODUCTS

All materials used for temporary traffic control measures shall conform to WSDOT Standard Sections Section 9-35, and meet the requirements of the Plans unless otherwise approved by the Engineer and/or the City of Olympia.

PART 3 - EXECUTION

3.01 TRAFFIC CONTROL MANAGEMENT

- A. General Requirements:
 1. It is the Contractor's responsibility to plan, conduct and safely perform the Work.
 2. The Contractor shall manage temporary traffic control with his or her own staff.
 3. Traffic control management responsibilities shall be formally assigned to one or more company supervisors who are actively involved in the planning and management of field Contract activities. The Contractor shall provide the Engineer with a copy of the formal assignment. The duties of traffic control management may not be subcontracted.
 4. The Contractor shall designate an individual or individuals to perform the duties of the primary Traffic Control Supervisor (TCS). The designation shall also identify an alternate TCS who can assume the duties of the primary TCS in the event of that person's inability to perform. The TCS shall be responsible for safe implementation of approved TCPs provided by the Contractor.
 5. The primary and alternate TCS shall be certified as worksite TCSs by one of the organizations listed in the Special Provisions.

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Section 01 55 26 – Temporary Traffic Control

Possession of a current flagging card by the TCS is mandatory. A traffic control management assignment and a TCS designation are required on all projects that will utilize traffic control.

6. The Contractor shall maintain 24-hour telephone numbers at which the Contractor's assigned traffic control management personnel and the TCS can be contacted and be available upon the Engineer's request at other than normal working hours. These persons shall have the resources, ability, and authority to expeditiously correct any deficiency in the traffic control system.

B. Responsibilities:

The responsibilities of the Contractor's traffic control management personnel shall include:

1. Overseeing and approving the actions of the TCS to ensure that proper safety and traffic control measures are implemented and consistent with the specific requirements created by the Contractor's work zones and the Contract. Some form of oversight shall be in place and effective even when the traffic control management personnel are not present at the jobsite.
2. Providing the Contractor's designated TCS with approved TCPs which are compatible with the Work operations and traffic control for which they will be implemented. Having the latest adopted edition of the *Manual On Uniform Traffic Control Devices for Streets and Highways (MUTCD)*, including the *Washington State Modifications to the MUTCD* and applicable standards and Specifications available at all times on the project.
3. Discussing proposed traffic control measures and coordinating implementation of the Contractor-adopted TCP(s) with the Engineer.
4. Coordinating all traffic control operations, including those of Subcontractors and suppliers, with each other and with any adjacent construction or maintenance operations.
5. Coordinating the project's activities (such as ramp closures, road closures, and lane closures) with appropriate police, fire control agencies, city or county engineering, medical emergency agencies, school districts, and transit companies.
6. Overseeing all requirements of the Contract that contribute to the convenience, safety, and orderly movement of vehicular and pedestrian traffic.
7. Reviewing the TCS's diaries daily and being aware of field traffic control operations.

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Section 01 55 26 – Temporary Traffic Control

8. Being present on-site with sufficient time to adequately satisfy the above-listed responsibilities. Failure to carry out any of the above-listed responsibilities shall be a failure to comply with the Contract and may result in a suspension of Work as described in Article G-10.04 of the General Conditions.
- C. Traffic Control Supervisor:
1. The TCS shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized, or less frequently, as authorized by the Engineer.
 2. The TCS shall personally perform all the duties of the TCS. During non-work periods, the TCS shall be available to the job site within a 45-minute time period after notification by the Engineer.
 3. The TCS's duties shall include:
 - a. Having a current set of approved TCPs, applicable Contract Provisions as provided by the Contractor, the latest adopted edition of the *MUTCD*, including the *Washington State Modifications to the MUTCD*, the book *Quality Guidelines for Work Zone Traffic Control Devices*, and applicable standards and Specifications.
 - b. Inspecting traffic control devices and nighttime lighting for proper location, installation, message, cleanliness, and effect on the traveling public. Traffic control devices shall be inspected at least once per hour during working hours, with the exception of Class A signs and nighttime lighting, which shall be inspected once a week. Traffic control devices left in place for 24-hours or more shall also be inspected once during the nonworking hours when they are initially set up (during daylight or darkness, whichever is opposite of the working hours). The TCS shall correct, or arrange to have corrected, any deficiencies noted during these inspections.
 - c. Preparing a daily traffic control diary on each day that traffic control is performed using DOT Forms 421-040A and 421-040B, and submitting them to the Engineer no later than the end of the next working day. The Contractor may use alternate forms if approved by the Engineer. Diary entries shall include, but not be limited to:
 - d. Time of day when signs and traffic control devices are installed and removed,
 - e. Location and condition of signs and traffic control devices,
 - f. Revisions to the TCP,
 - g. Lighting utilized at night, and

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Section 01 55 26 – Temporary Traffic Control

- h. Observations of traffic conditions.
- i. Making minor revisions to the TCP to accommodate site conditions provided that the original intent of the TCP is maintained and the revision has the concurrence of both the Contractor and the Engineer.
- i. Attending traffic control coordination meetings or coordination activities as necessary for full understanding and effective performance.
- j. Ensuring that all needed traffic control devices and equipment are available and in good working condition prior to the need to install or utilize them. The TCS may perform the Work described in Subsection Flaggers and Spotters or in Subsection Other Traffic Control Labor and be compensated under those Bid items, provided that the duties of the TCS are accomplished.

D. Traffic Control Plans:

- 1. The TCP(s) appearing in the Contract Documents show a method of handling traffic. All construction signs, flaggers, spotters and other traffic control devices are shown on the TCP(s) except for emergency situations. Where mainline Contract TCP(s) are developed with the intent of operating without the use of flaggers or spotters, the plans shall contain a note that states, "NO FLAGGERS OR SPOTTERS". The use of flaggers or spotters to supplement these TCP(s) will not be allowed except in a case where no other means of traffic control can be used, or in the event of an emergency. If the Contractor proposes the use of flaggers or spotters with one of these plans, this will constitute a modification requiring approval by the Engineer. The modified plans shall show locations for all the required advance warning signs and a safe, protected location for the flagging station. If flagging is to be performed during hours of darkness, the plan shall include appropriate illumination for the flagging station.
- 2. When the Contractor's chosen method of performing the Work in the Contract requires some form of temporary traffic control, the Contractor shall either: (1) designate and adopt, in writing, the TCP(s) from the Contract Documents that support that method; or (2) submit a Contractor's plan that modifies, supplements, or replaces a plan from the Contract Documents. Any Contractor-proposed modification, supplement, or replacement shall show the necessary construction signs, flaggers, spotters and other traffic control devices required to support the Work. Any Contractor-proposed TCP shall conform to the established standards for plan development as shown in the *MUTCD*, Part VI. The Contractor's

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submittal, either designating and adopting a TCP from the Contract Documents or proposing a Contractor-developed plan, shall be provided to the Engineer for approval at least 10-calendar days in advance of the time the signs and other traffic control devices are scheduled to be installed and utilized. The Contractor shall be solely responsible for submitting any proposed TCP or modification, obtaining the Engineer's approval, and providing copies of the approved TCP(s) to the TCS.

E. Conformance to Established Standards

1. Flagging, signs, and all other traffic control devices and procedures furnished or provided shall conform to the standards established in the latest WSDOT adopted edition of the *MUTCD*, published by the U.S. Department of Transportation and the *Washington State Modifications to the MUTCD*. Judgment of the quality of devices furnished will be based upon *Quality Guidelines for Temporary Traffic Control Devices*, published by the American Traffic Safety Services Association. Copies of the *MUTCD* and *Quality Guidelines for Temporary Control Devices* may be purchased from the American Traffic Safety Services Association, 15 Riverside Parkway, Suite 100, Fredericksburg, Virginia 22406-1022. The *Washington State Modifications to the MUTCD* may be obtained from the Department of Transportation, Olympia, Washington 98504.
2. The condition of signs and traffic control devices shall be acceptable or marginal as defined in the book *Quality Guidelines for Temporary Traffic Control Devices*, and will be accepted based on a visual inspection by the Engineer. The Engineer's decision on the condition of a sign or traffic control device shall be final. A sign or traffic control device determined to be unacceptable shall be removed from the project and replaced within 12-hours of notification.

3.02 TRAFFIC CONTROL LABOR, PROCEDURES, AND DEVICES

A. Traffic Control Labor:

1. The Contractor shall furnish all personnel for flagging, spotting, the execution of all procedures related to temporary traffic control and the setup, maintenance, and removal of all temporary traffic control devices and construction signs necessary to control traffic during construction operations.
2. Workers engaged as flaggers or spotters shall wear reflective vests and hard hats. During hours of darkness, white coveralls or white or yellow rain gear shall also be worn.

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3. The Contractor shall require all personnel at the work site under their control (including Subcontractors and lower tier subcontractors) to comply with the following:
 - a. To wear reflective vests, except during daylight hours. Clothing of orange, yellow, strong yellow green or fluorescent versions of these colors may be worn in lieu of vests. Flaggers must wear reflective vests and hard hats at all times;
 - b. During hours of darkness, to wear vests, white coveralls, or either high visibility reflective fluorescent lime yellow pants with fluorescent orange strip or reflective fluorescent orange pants with fluorescent lime yellow strip.
 - c. When rain gear is worn during hours of darkness, it shall be white or yellow;
 - d. The reflective vests shall always be the outermost garments.
 4. Exceptions to these requirements are: 1) When personnel are out of view of, or not exposed to traffic, 2) When personnel are inside a vehicle, or 3) Where it is obvious that such apparel is not needed for the employees safety from traffic.
 5. Reflective vests shall be high visibility lime-yellow in base color with orange-red trim and 3M silver Scotchlite reflective material (or equivalent) or orange-red base color with lime-yellow reflective stripe. Vests shall have 230 or more square inches of reflective trim as measured on a medium vest. The 3M type 6187 (or equivalent) 2-inch wide lime-yellow reflective stripe can be used as the lime-yellow trim on a red-orange vest. All components to these garments must be visible in 360-degrees, from all angles and the reflective material visible at a minimum of 1,000-feet.
 6. Reflective vests, hard hats, white coveralls, rain gear, and other apparel shall be furnished and maintained in a neat, clean, and presentable condition at no expense to the Port.
- B. Flaggers and Spotters
1. Flaggers and spotters shall be posted where shown on approved TCPs or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. The flagging card shall be immediately available and shown to the Port upon request.
 2. Flagging stations shall be shown on TCPs at locations where construction operations require stopping or diverting public traffic. Flagging stations shall be staffed only when flagging is required. This staffing may be continuous or intermittent, depending on the nature of the construction activity. Whenever a flagger is not

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required to stop or divert traffic, the flagger shall move away from the flagging station to a safer location. During hours of darkness, flagging stations shall be illuminated in a manner that ensures that flaggers can easily be seen but that does not cause glare to the traveling public. Flaggers shall be equipped with portable two-way radios having a range suitable for the project. The radios shall be capable of having direct contact with project management (foremen, superintendents, etc.).

3. The Contractor shall furnish Stop/Slow paddles approved by the Engineer for all flagging operations.
4. Spotting stations shall be shown on TCPs at locations where a spotter can detect errant drivers or other hazards and provide an effective warning to other workers. Spotting stations will not be allowed at locations where the spotter will be in unnecessary danger. The Contractor shall furnish noise-makers or other effective warning devices for spotting operations. The duties of a spotter shall not include flagging.

C. Other Traffic Control Labor

In addition to flagging or spotting duties, the Contractor shall provide personnel for all other traffic control procedures required by the construction operations and for the labor to install, maintain, and remove any traffic control devices shown on TCPs.

3.03 TRAFFIC CONTROL PROCEDURES

A. One-Way Traffic Control

1. The project Work may require that traffic be maintained on a portion of the Roadway during the progress of the Work using one-way traffic control. If this is the case, the Contractor's operation shall be confined to one-half the Roadway, permitting traffic on the other half. If shown on an approved TCP or directed by the Engineer, one-way traffic control, in accordance with the MUTCD, shall be provided and shall also conform to the following requirements:
 - a. In any one-way traffic control configuration, side roads and approaches will be closed or controlled by a flagger or by appropriate and approved signing. A side road flagger will coordinate with end flaggers where there is line of sight and with the pilot car where the end flaggers cannot be seen.
 - b. Queues of vehicles will be allowed to take turns passing through the work zone in the single open lane. When one-way traffic control is in effect, Contractor vehicles shall not use the open traffic lane except while following the same rules and routes required of the public traffic.

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- B. As conditions permit, the Contractor shall, at the end of each day, leave the Work area in such condition that it can be traveled without damage to the Work, without danger to traffic, and without one-way traffic control. If, in the opinion of the Engineer, one-way traffic control cannot be dispensed with after working hours, then the operation will be continued throughout the non-working hours.
- C. Lane Closure Setup/Takedown
 - 1. Where allowed by the Contract and where shown on approved TCPs or directed by the Engineer, the Contractor shall set up traffic control measures to close one or more lanes of a multi-lane facility. When this is to occur, the following sequence shall be followed:
 - a. Advance warning signs are set up on the shoulder of the roadway opposite the lane to be closed,
 - b. Advance warning signs are set up on the same shoulder as the lane to be closed,
 - c. A truck-mounted attenuator with arrow board is moved into place at the beginning of the closure taper,
 - d. Channelization devices are placed to mark the taper and the length of the closure as shown on the TCP. Once the lane is closed, the TMA/arrow board combination may be replaced with an arrow board without attenuator.
 - e. If additional lanes are to be closed, this shall be done in sequence with previous lane closures using the same sequence of activities. A truck-mounted attenuator with arrow board is required during the process of closing each additional lane and may be replaced with an arrow board without attenuator after the lane is closed. Each closed lane shall be marked with a separate arrow board at all times.
 - f. Traffic control for lane closure(s) shall be removed in the reverse order of installation.
- D. Patrol and Maintain Traffic Control Measures
 - 1. At all times, when temporary traffic control measures are in place, the Contractor shall provide for patrolling and maintaining these measures. The Work shall consist of resetting mislocated devices, assuring visibility of all devices, cleaning and repairing where necessary, providing maintenance for all equipment, including replacing batteries and light bulbs as well as keeping motorized and electronic items functioning, and adjusting the location of devices to respond to actual conditions, such as queue length, unanticipated traffic conflicts and other areas where planned traffic control has proven ineffective.

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Section 01 55 26 – Temporary Traffic Control

2. This Work shall be performed by the Contractor, either by or under the direction of the TCS. Personnel, with vehicles if necessary, shall be dispatched so that all traffic control can be reviewed at least once per hour during working hours and at least once during each non-working day.

3.04 TRAFFIC CONTROL DEVICES

A. Construction Signs

1. All construction signs required by approved TCPs, as well as any other appropriate signs directed by the Engineer shall be furnished by the Contractor. The Contractor shall provide the posts or supports and erect and maintain the signs in a clean, neat, and presentable condition until the need for them has ended. Post mounted signs shall be installed as shown in Standard Plans. When the need for construction signs has ended, the Contractor, upon approval of the Engineer, shall remove all signs, posts, and supports from the project and they shall remain the property of the Contractor.
2. All existing signs, new permanent signs installed under this Contract, and construction signs installed under this Contract that are inappropriate for the traffic configuration at a given time shall be removed or completely covered with metal, plywood, or an Engineer approved product specifically manufactured for sign covering during periods when they are not needed.
3. Construction signs will be divided into two classes. Class A construction signs are those signs that remain in service throughout the construction or during a major phase of the Work. They are mounted on posts, existing fixed Structures, or substantial supports of a semi-permanent nature. Class A signs will be designated as such on the approved TCP. Sign and support installation for Class A signs shall be in accordance with the Contract Plans. Class B construction signs are those signs that are placed and removed daily, or are used for short durations which may extend for one or more days. They are mounted on portable or temporary mountings.
4. Where it is necessary to add weight to signs for stability, the only allowed method will be an attached bag of sand that will rupture upon impact with a vehicle. The bag of sand shall have a maximum weight of 40-pounds, and shall be suspended no more than one (1) foot from the ground. Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the Engineer deems to be unacceptable while their use is required on the project shall be replaced by the Contractor.

B. Sequential Arrow Signs

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Where shown on an approved TCP or where ordered by the Engineer, the Contractor shall provide, operate and maintain sequential arrow signs. In some locations, the sign will be shown as a unit with an attenuator. In other locations, the plan will indicate a stand-alone unit.

C. Portable changeable Message Sign

Where shown on an approved TCP or where ordered by the Engineer, the Contractor shall provide, operate, and maintain portable changeable message signs. These signs shall be available on-site for the entire duration of their projected use.

D. Barricades

1. Where shown on an approved TCP or where ordered by the Engineer, the Contractor shall provide and maintain barricades. Barricades shall be kept in good repair and shall be removed immediately when, in the opinion of the Engineer, they are no longer functioning as designed.
2. Where it is necessary to add weight to barricades for stability, the only allowed method will be an attached bag of sand that will rupture upon impact with a vehicle. The bag of sand shall have a maximum weight of 40-pounds, and shall be suspended no more than one (1) foot from the ground.

E. Traffic Safety Drums

1. Where shown on an approved TCP, or where ordered by the Engineer, the Contractor shall provide and maintain traffic safety drums. Used drums may be utilized, provided all drums used on the project are of essentially the same configuration.
2. The drums shall be designed to resist overturning by means of a weighted lower unit that will separate from the drum upon impact with a vehicle.
3. Drums shall be regularly maintained to ensure that they are clean and that the drum and reflective material are in good condition. If the Engineer determines that a drum has been damaged beyond usefulness, or provides inadequate reflectivity, a replacement drum shall be furnished.
4. When the Engineer determines that the drums are no longer required, they shall be removed from the project and shall remain the property of the Contractor.

F. Traffic Cones

Where shown on an approved TCP or where ordered by the Engineer, the Contractor shall provide and maintain traffic cones. Cones shall be kept in good repair and shall be removed immediately when directed by the Engineer. Where wind or moving traffic frequently displace cones, an

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effective method of stabilizing cones, such as stacking two together at each location, shall be employed.

G. Tubular Markers

1. Where shown on an approved TCP or where ordered by the Engineer, the Contractor shall provide and maintain tubular markers. Tubular markers shall be kept in good repair and shall be removed immediately when directed by the Engineer.
2. Tubular markers are secondary devices and are not to be used as substitutes for cones or other delineation devices without an approved TCP.
3. Where the TCP shows pavement-mounted tubular markers, the adhesive used to fasten the base to the pavement shall be suitable for the purpose, as approved by the Engineer. During the removal of pavement-mounted tubular markers, care shall be taken to avoid damage to the existing pavement. Any such damage shall be repaired by the Contractor at no cost to the Port.

H. Warning Lights and Flashers

1. The Contractor shall provide and maintain flashing warning lights where shown attached to traffic control devices on an approved TCP or where ordered by the Engineer. Lights attached to advance warning signs shall be Type B, high-intensity.
2. Lights attached to traffic safety drums, barricades or other signs shall be Type C, steady burning low intensity or, where attention is to be directed to a specific device, Type A, flashing low-intensity units.

PART 4 - MEASUREMENT AND PAYMENT

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 temporary erosion and sediment control (TESC) facilities described in this section and shown on the 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.
- 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.
 - 3. Construction of temporary erosion control facilities such as silt fences, check dams, etc.
 - 4. Topsoil and Seeding:

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- 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 ten (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 a temporarily stabilized, inactive site may be reduced to once a month every calendar year.
- 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 Ecology.

DIVISION 1 – GENERAL REQUIREMENTS

Section 01 57 13 – Temporary Erosion and Sediment Control

- J. All sedimentation facilities shall be cleaned of accumulated 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 National Pollutant Discharge Elimination System (NPDES) permit, which has been provided on the Bonfire website as Appendix A. The NPDES permit allows stormwater discharge into the Owner's existing groundwater treatment plant (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.

1.03 STANDARD SPECIFICATIONS

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

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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. The Contractor shall submit a complete and accurate permit application form [Notice of Intent (NOI)] to the Washington State Department of Ecology (Ecology) to be covered in the Construction Stormwater General Permit (CSWGP).
 - 4. The Contractor shall submit for approval of the Stormwater Pollution Prevention Plan (SWPPP). The SWPPP shall be in accordance with Ecology's Stormwater Management Manual for Western Washington (SMMWW), "Washington Stormwater Pollution Prevention Plan Guide".

PART 2 – PRODUCTS

2.01 PERMANENT SEED

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

2.03 TOPSOIL

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

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.

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- 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)A2.

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 9-14.6(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.
- 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 CSWGP.

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, July 2019.

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- B. The Contractor shall inspect and maintain stormwater and surface water controls throughout the duration of 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. The 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 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 within the following periods, and may be allowed outside these dates when allowed by the Engineer:
 - a. March 1 through May 15
 - b. September 1 through October 1

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.

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- 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 six (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.
 - 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 six (6) inches with surface elevations as shown. Loosen the finished surface to a depth of two (2) inches and leave in smooth condition, free from depressions or humps, ready for seeding.
 - b. Finish Grading:
 - 1) The Contractor shall rake the topsoiled area to a uniform grade, so that all areas drain as indicated on the grading plan.

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

- 2) The 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: The 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: The 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 two (2) inches after grass reaches three (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 during the next planting season if after October 15. If a satisfactory stand of grass develops by 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, is strongly rooted, and uniformly green in appearance from a distance of fifty (50) feet, with no noticeable thin or bare areas, as determined by the Engineer.

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Section 01 57 13 – Temporary Erosion and Sediment Control

3.04 PLASTIC COVER

- A. Plastic cover shall be installed on embankment slopes 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 twelve (12) inches thick.
- B. The 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

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 permits acquired for the project and all Federal, State, and local laws and regulations governing waters of the State.
- 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 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,

DIVISION 1 – GENERAL REQUIREMENTS

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

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.
- 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

DIVISION 1 – GENERAL REQUIREMENTS

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

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

Refer to Specification Section 01 20 00 Measurement and Payment

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

Section 01 70 00 - Project Closeout

PART 1 - GENERAL

1.01 RELATED WORK DESCRIBED ELSEWHERE

- A. 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.
- B. 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 where 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.

3.02 CLEAN-UP

- A. Final clean-up and clean-up during the course of the work is defined in the General Conditions Article G-04.25. Those paragraphs are supplemented to provide the following:

DIVISION 1 - GENERAL REQUIREMENTS

Section 01 70 00 - Project Closeout

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, sweep 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 1 – GENERAL REQUIREMENTS

Section 01 74 19 – Construction Waste Management and Disposal

PART 1 - GENERAL

1.1 MANAGEMENT

- A. The Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort.

1.2 RECORDS

- A. Detailed records shall be maintained to document the type of waste diverted, quantity of total waste generated; the quantity of waste diverted through sale, reuse, or recycling; and the quantity of waste disposed by landfill, locations of facilities used.
- B. A copy of the records shall be submitted to the Engineer at the completion of the work order.

1.3 COLLECTION

- A. The necessary containers, bins, and storage areas to facilitate effective waste management shall be provided and shall be clearly and appropriately identified. Recyclable materials shall be handled to prevent contamination of materials from incompatible products and materials and separated by one of the following methods:
 - 1. Source Separated Method- Waste products and materials that are recyclable shall be separated from trash and sorted into appropriately marked separate containers and then transported to the respective recycling facility for further processing.
 - 2. Co-mingled Method- Waste products and recyclable materials shall be placed into a single container and then transported to a recycling facility where the recyclable materials are sorted and processed.
 - 3. Other Methods- Other methods proposed by the Contractor may be used, if approved by the Project Manager.

1.4 MANDATORY MATERIALS FOR COLLECTION

- A. The collection and segregation of certain waste materials is mandatory. These materials shall include: organic materials (clean green), metals, aluminum, glass, paper, cardboard, recyclable plastics, clean gypsum board, clean dimensional lumber.

1.5 HAZARDOUS MATERIALS:

- A. Any hazardous materials or special wastes utilized or generated during construction shall not be commingled with reuse/recycle materials. Clearly label hazardous material storage and locate remote from reuse/recycle materials.

DIVISION 1 – GENERAL REQUIREMENTS

Section 01 74 19 – Construction Waste Management and Disposal

1.6 DISPOSAL

- A. Except as otherwise specified in other sections of the Specifications, disposal shall be in accordance with the following:
1. Reuse: First consideration shall be given to salvage for reuse since little or no reprocessing is necessary for this method, and less pollution is created when items are reused in their original form.
 2. Recycle: Waste materials not suitable for reuse, but having value as being recyclable, shall be recycled, whenever economically feasible.
 3. Waste: Materials with no practical use or economic benefit shall be disposed at a landfill.

1.7 WASTE MANAGEMENT REQUIREMENT

- A. The Contractor shall salvage or recycle as much as possible any generated construction, demolition, and land clearing waste.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

DIVISION 2 - SITE WORK

Section 02 01 11 – Maintenance of Existing Conditions

PART 1 - GENERAL

- A. The provisions herein shall apply to concrete and asphalt removal, excavation, preparation of subgrade, placing bankrun gravel, crushed ballast, crushed surfacing, asphaltic concrete, crack sealing, adjustment of existing structures, and paint striping.
- B. Existing improvements, adjacent property, utilities and other facilities, shall be protected from injury or damage resulting from the Contractor's operations. (Note: All standard specifications references are to WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, Latest Edition, English.)

1.01 PROTECTION OF EXISTING FLORA

All trees and shrubs found suitable for improvement and beautification, which will not interfere with the work or cause disintegration of the improvements shall not be disturbed.

1.02 WATER CONTROL

The Contractor's operations shall be conducted in such a manner as to prevent sediment and construction waste from reaching existing sewers, storm drains, streams, or waterways. The Contractor shall provide temporary erosion control measures as necessary to protect these facilities. The Contractor is solely responsible for compliance with all applicable laws, regulations, and requirements for surface water management related to the Contractor's work activities.

1.03 BARRICADES

- A. Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to warn all pedestrian and vehicular traffic of such excavations.
- B. Lighted barriers shall also be placed along excavations from one hour before sunset each day to one hour after sunrise of the next day until such excavation is entirely refilled, compacted and/or work completed. All excavations shall be barricaded in such a manner as to prevent person or persons from entering any excavation site public or private.

PART 2 - PRODUCTS

2.01 BANKRUN GRAVEL

- A. The Contractor shall meet the requirements as set forth in Section 4-02 Gravel Base and Section 4-04 Ballast and Crushed Surfacing of the Standard Specifications for bankrun gravel.
- B. The material shall be placed where directed by the Engineer, the Contractor shall furnish and place the bankrun gravel in accordance with these Contract Documents and the Standard Specifications as set forth above. The Contractor shall select the source, but the source and the quality of the material shall be approved by the Engineer.

DIVISION 2 - SITE WORK

Section 02 01 11 – Maintenance of Existing Conditions

- C. Bankrun Gravel shall be placed in horizontal lifts not exceeding eight (8) inches in compacted depth.

2.02 SOIL STABILIZATION FABRIC

- A. Where directed by the Engineer, the Contractor shall place a geotextile fabric over the existing subgrade with a minimum of a twenty-four (24) inch overlap.
- B. The geotextile fabric shall be a non-woven polypropylene fabric. The fiber filaments shall be continuous filaments and shall be bonded by the needle punching bonding method.
- C. All rolls of material delivered to the site shall be properly packaged per the manufacturer's recommendation. The material shall be AMOCO Non-Woven Construction Fabric #4557 or an approved equivalent.

2.03 CRUSHED BALLAST – 2 INCH MINUS

- A. The Contractor shall meet the requirements as set forth in Standard Specifications Section 4-02 Gravel Base and Section 4-04 Ballast and Crushed Surfacing of the Standard Specifications for crushed ballast – 2-inch minus.
- B. The material shall be placed where directed by the Engineer. The Contractor shall furnish and place the crushed ballast in accordance with these Contract Documents and the Standard Specifications as set forth above.
- C. The crushed ballast shall be placed in horizontal lifts not exceeding eight (8) inches in compacted depth.

This material may be used in lieu of bankrun gravel as directed by the Engineer.

2.04 CRUSHED SURFACING

- A. Crushed Surfacing, both base and top course shall meet the requirements as outlined in Standard Specifications Section 4-02 Gravel Base and Section 4-04 Ballast and Crushed Surfacing of the Standard Specifications.
- B. The material shall be placed where directed by the Engineer, the Contractor shall furnish and place the crushed surfacing in accordance with these Contract Documents and the Standard Specifications as set forth above. The Contractor shall select the source, but the source and the quality of the material shall be approved by the Engineer. Crushed surfacing shall be placed at a minimum of two (2) inches compacted depth.

2.05 ASPHALT CONCRETE PAVEMENT

The Contractor shall furnish and place Asphalt Concrete Pavement in accordance with Standard Specifications Section 5-04 Hot Mix Asphalt (HMA) of the Standard Specifications or as set forth in these Contract Documents.

- A. HMA CL ½ inch PG58-22 shall be composed in accordance with Standard Specifications Section 9-03.8.

DIVISION 2 - SITE WORK

Section 02 01 11 – Maintenance of Existing Conditions

- B. The Port reserves the right to modify the gradation to provide for a finer mix if the conditions warrant doing so. The price for the modified mix shall be the same as for the CL ½ inch asphalt concrete pavement.
- C. Should the amount of asphalt incorporated into the mix be reduced by more than 0.3% below the minimum listed, an adjustment in payment shall be made. The adjustment in payment shall be based on average refinery prices established at the time this contract is executed.
- D. Temperatures shall not exceed 325 degrees Fahrenheit at the discharge of the plant nor be less than 185 degrees Fahrenheit leaving the spreader box.
- E. Pavement being placed three (3) inches thick and less shall be placed in one lift. Pavement greater than three (3) inches thick shall be placed in successive lifts, no single lift shall exceed three (3) inches in thickness. All measurements of lifts given shall be compacted measurements.
- F. The acceptable level of compaction shall be a minimum average compacted density of 92 percent of the maximum density as determined by WSDOT Test Method 705.
- G. On curb and gutter streets, the seam between the new asphalt and the gutter shall be sealed after paving. The cost of this sealing shall be considered incidental to the cost of placing the asphalt.
- H. Periodic compliance tests will be made by the Engineer at no cost to the Contractor to confirm that compaction is meeting the requirements set forth above.
- I. Control lots not meeting the prescribed minimum density standard shall be removed and replaced with satisfactory material and density. At the option of the Engineer, non-complying material may be accepted at a reduced price.
- J. Subsequent compaction tests required to confirm that the re-working methods have brought up the asphalt pavement to the specified density shall be paid for by the Contractor. The Contractor's confirmation tests shall be performed in accordance with these Contract Documents.

2.06 ASPHALT OVERLAY FABRIC

- A. Where directed by the Engineer, the Contractor shall place a geotextile fabric over the existing road surface. The fabric shall be placed with a twenty-four (24) inch overlap.
- B. The geotextile fabric shall be a non-woven polypropylene fabric with continuous filaments and shall be bonded by the needle punching method of bonding.
- C. All rolls of material delivered to the site shall be properly packaged per the manufacturer's recommendation. The material shall be BP AMOCO Non-Woven Construction Fabric #4599 or an approved equivalent.

DIVISION 2 - SITE WORK

Section 02 01 11 – Maintenance of Existing Conditions

- D. The Contractor shall place a layer of tack coat material over the existing road surface as recommended by the Engineer and/or fabric manufacturer. Tack coat material used shall be as specified in Division 2 of these Specifications.

2.07 ASPHALT FOR TACK COAT

Asphalt used for tack coat for an asphalt overlay shall be CSS-1 and shall not be cut back more than 50%. The tack coat asphalt shall be applied uniformly over the roadbed at a rate of 0.06 gallons per square yard at temperature 100 degrees Fahrenheit and shall be allowed to set to a tacky state prior to applying asphalt pavement Class B. Tack coat asphalt used around castings, edge of gutter and seams of asphalt paving shall be considered incidental to the cost of the asphalt paving.

2.08 ASPHALT FOR CRACK SEALING

The material used for crack sealing shall be a rubberized asphalt sealant. Sand must be applied as necessary to prevent the pickup of the sealant by any traffic. All cracks identified by the Engineer to be filled shall be cleaned by removing all dirt and vegetative matter and shall be cleaned and free from moisture to a depth of 3/8 inch by blowing with air jets as directed by the Engineer. All cracks from 1/4 inch wide and above shall be filled prior to overlaying an existing street, as directed by the Engineer.

2.09 SLURRY SEAL SURFACE TREATMENT

The Contractor shall furnish and place Slurry Seal Surface Treatment in accordance with Standard Specifications Section 5-02, Bituminous Surface Treatment, or as set forth in these Contract Documents.

The work consists of applying an emulsified asphalt slurry seal to prepared designated pavement surfaces. The slurry seal surface shall consist of a mixture of emulsified asphalt, mineral aggregate, and water, properly proportioned, mixed, and spread evenly on the surface as specified and/or as directed by the Engineer. The cured slurry shall have a homogeneous appearance, fill all cracks, adhere firmly to the surface, and have a skid resistant texture.

- A. The emulsified asphalt shall conform to the Standard Specifications requirements for CSS-1h.
- B. The mineral aggregate for slurry seal shall conform to Standard Specifications Section 9-03.4, Aggregate for Bituminous Surface Treatment. The gradation of the aggregate shall conform to No. 4-0 as provided in the Standard Specifications.
- C. The slurry mixing machine shall be a continuous flow-mixing unit and shall be capable of accurately delivering a predetermined proportion of aggregate, water, and asphalt emulsion to the mixing chamber and to discharge the thoroughly mixed product on a continuous basis.

DIVISION 2 - SITE WORK

Section 02 01 11 – Maintenance of Existing Conditions

- D. A mechanical type squeegee distributor shall be attached to the mixing machine for slurry seal application. It shall be equipped with flexible material in contact with the pavement and shall be maintained to prevent the loss of slurry from the distributor. Hand squeegees, shovels, and other equipment may be necessary to ensure a uniform spread of slurry in areas not accessible to the mechanical distributor.
- E. The amount of asphalt emulsion to be blended with the aggregate shall be determined in the field utilizing test strips in the project area. A minimum amount of water may be added as necessary to obtain a fluid and homogeneous mixture.
- F. The rate of application of the slurry material shall be determined by the Engineer utilizing the test strips. It is anticipated that the rate of application will be at least 15 pounds per square yard, but not greater than 20 pounds per square yard.
- G. The Contractor shall protect all existing survey monuments and utility covers during the slurry seal operation by placing a paper plate or similar cover material over them. Following the operation, the cover material shall be removed and the covered item cleaned as necessary.

2.10 FOG SEAL SURFACE TREATMENT

The Contractor shall furnish and place Fog Seal Surface Treatment in accordance with Standard Specifications Section 5-02, Bituminous Surface Treatment, or as set forth in these Contract Documents.

The work consists of applying an emulsified asphalt fog seal to prepared designated pavement surfaces. The fog seal surface shall consist of a mixture of emulsified asphalt and water, properly proportioned, mixed, and spread evenly on the surface as specified and/or as directed by the Engineer. The cured seal shall have a homogeneous appearance, fill cracks, and adhere firmly to the surface.

- A. The emulsified asphalt shall conform to the Standard Specifications requirements for CSS-1h.
- B. The Contractor shall protect all existing survey monuments and utility covers during the slurry seal operation by placing a paper plate or similar cover material over them. Following the operation, the cover material shall be removed and the covered item cleaned as necessary.

PART 3 - EXECUTION

3.01 CONCRETE REMOVAL

- A. Where directed by the Engineer, existing concrete slabs shall be removed with a method approved by the Engineer. Care must be taken not to disturb or damage any existing underground utilities during demolition of the concrete. The thickness of the slabs varies from four (4) inches to eight (8) inches.

DIVISION 2 - SITE WORK

Section 02 01 11 – Maintenance of Existing Conditions

- B. Use “wet” systems that eliminate or reduce dust generated by demolition activities. Clean up sludge and/or waste immediately following its generation.

3.02 COMMON EXCAVATION

- A. Excavation shall comprise and include the satisfactory loosening, removing, loading, transporting, depositing and compacting in the final location all materials, wet and dry, necessary to be removed. All excavated materials which are not required for fill and backfill, or which are unsuitable for fill or backfill, shall be disposed of by the Contractor, at the Contractor's expense and responsibility and in a manner acceptable to the Engineer.
- B. The measurement for common excavation by the cubic yard will be based on the original ground elevations recorded prior to actual excavation and alignment, profile, grade and roadway section as staked by the Engineer.
- C. No surplus material shall be dumped on private property.
- D. During construction, excavation and filling shall be performed in a manner and sequence that will allow drainage at all times.
- E. Rocks, broken concrete, or other solid materials which are larger than 4 inches in greatest dimension, shall not be placed in fill areas and shall be removed from the site by the Contractor at no additional cost to the Port.

3.03 ASPHALT REMOVAL

Where directed by the Engineer, the Contractor shall remove the existing pavement such as asphalt concrete, bituminous road mix, multiple lift bituminous surface treatment and any other combinations of above-described components, placed upon an earth or granular subgrade located within the excavation area.

3.04 SUBGRADE PREPARATION

- A. The Contractor shall meet the requirements as outlined in Standard Specifications Section 2-06, Subgrade Preparation.
- B. It shall be the responsibility of the Contractor to accomplish the specified compaction for the subgrade materials and to control all operations of this work.
- C. Periodic compliance tests will be made by the Engineer at no cost to the Contractor to confirm that compaction meets the requirements set forth above.
- D. If the compaction tests fail to meet the requirements set forth, the Contractor shall re-compact the area to bring the density up to the specified level.
- E. Subsequent compaction tests required to confirm that the re-compacting methods have brought the subgrade up to the specified density shall be paid for by the Contractor. The Contractor's confirmation tests shall be performed in accordance with these Contract Documents.
- F. The Contractor shall provide any crown and grade stakes required for drainage.

DIVISION 2 - SITE WORK

Section 02 01 11 – Maintenance of Existing Conditions

G. The limits of subgrade preparation on roadways shall be from the edge of pavement to edge of pavement and shall extend the entire length of the paved roadway. On curb and gutter streets, the limits shall be from the edge of gutter to edge of gutter. On airport taxiways and runways, the extent of subgrade preparation shall be according to plan, typically twelve (12) inches beyond edge of paving on both sides.

3.05 EXCESS MATERIAL DISPOSAL

All materials to be demolished or excavated, 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 Engineer prior to removal from Port property. The Contractor is solely responsible for the lawful disposal of all demolished or excavated materials (whether disposed of on or off Port property). Prior to offsite disposal, the Contractor shall provide upon request, 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.

3.06 PAVEMENT EDGE

Except where the new asphalt is to be placed next to existing concrete curb and gutter, the outside (shoulder) edge shall be uniform in alignment and thickness.

3.07 ASPHALT MEET LINES

All meet lines between passes of asphalt shall be uniform, with the edges vertical and at the desired thickness. If the subsequent passes are not completed within 48 hours of each other or the edges are extremely contaminated as discerned by the Engineer, the meet lines shall be sprayed with tack coat as described above. Meet lines shall be offset six (6) inches to twelve (12) inches from meet lines of previous lifts. All meet lines shall be offset at least six (6) inches from centerline.

3.08 ASPHALT NEXT TO CONCRETE CURB AND GUTTER

Where new asphalt is to be placed next to existing concrete curb and gutter as an overlay, the asphalt overlay shall be sloped from a thickness of no more than 3/4 inch above the face of the concrete gutter to the desired thickness of the overlay a distance of two (2) feet away. Where new asphalt is to be placed next to existing curb and gutter over a prepared roadbed, the sub-base shall be graded to provide for full thickness asphalt up to the face of the gutter, with the top of the completed asphalt being at, or slightly above the face of the gutter. Tack coat shall be applied on the face of the gutter prior to placement and compaction of the asphalt. Asphalt sealant shall be placed along the seam, between the asphalt and concrete curb and gutter, and approved by the Engineer. Materials and labor to accomplish this work shall be incidental to Asphalt Pavement Class B.

DIVISION 2 - SITE WORK

Section 02 01 11 – Maintenance of Existing Conditions

3.09 ADJUSTMENT OF EXISTING STRUCTURES

Adjusting castings to finished grade shall be accomplished by methods conforming to the Standard Specifications.

3.10 PAINT STRIPING – STREETS AND ROADS

Application of paint striping shall be accomplished by methods conforming to the Standard Specifications Section 8-22, Pavement Markings.

3.11 SHOULDER RESTORATION

Shoulders shall be filled and graded flush with the edge of pavement and graded to drain away from the shoulder. For shoulder areas for which the existing material is insufficient to restore grade, material shall be provided to restore grade and shall be Crushed surfacing course 5/8 inch (-) per WSDOT Standard. Material shall be scarified and mixed to be homogeneous, graded and compacted with a steel wheel roller to final grade. The shoulders shall be restored to original dimensions not to exceed six (6) feet from the edge of pavement.

3.12 CONTROLLED DENSITY FILL

Controlled Density Fill (CDF) shall be used at the engineer's discretion for backfill material. CDF shall be a flowable mixture of cement, fine aggregates, water, and fly ash. Chemical admixtures and other mineral admixtures may be used. CDF shall be hand excavatable and shall contain aggregate no larger than 3/8 inch and the 3/8-inch aggregate shall comprise no more than twenty (20) percent of the total aggregate content.

END OF SECTION

DIVISION 3 - CONCRETE

Section 03 31 16 – Cement Concrete Sidewalks

PART 1 - CEMENT CONCRETE SIDEWALKS

1.01 DESCRIPTION

This Work consists of constructing cement concrete sidewalks in accordance with details shown in the Individual Work Order and these Specifications and in conformity to lines and grades shown in the Individual Work Order or as established by the Engineer.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 GENERAL

A. Cement concrete sidewalks shall be constructed with air entrained concrete Class 3000 conforming to the requirements of Commercial Concrete shown below, except at driveway entrances

1. Commercial concrete shall have a minimum compressive strength at 28-days of 3000-psi in accordance with Washington State Department of Transportation (WSDOT) Field Operating Procedures (FOP) for the American Association of State Highway and Transportation Officials (AASHTO) T 22. Commercial concrete placed above the finished ground line shall be air entrained and have an air content from 4.5-percent to 7.5-percent per the Western Alliance for Quality Transportation Construction (WAQTC) FOP for AASHTO T 152. Commercial concrete does not require plant approval, mix design, or source approvals for cement, aggregate, and other admixtures.
2. Where concrete Class 3000 is specified for nonstructural items, such as sidewalks, curbs, and gutters, the Contractor may use commercial concrete.
3. Commercial concrete used for sidewalks, curbs, and gutters shall have a minimum cementitious material content of 564-pounds per cubic yard of concrete, shall be air entrained, and the tolerances of WSDOT Standard Specification Section 6-02.3(5)C shall apply.

3.02 EXCAVATION

Excavation shall be made to the required depth and to a width that will permit the installation and bracing of the forms. The foundation shall be shaped and compacted to a firm and even surface conforming to the section shown in the individual Work Orders. All soft and yielding material shall be removed and replaced with acceptable material.

3.03 FORMS

Forms shall be of wood or metal and shall extend for the full depth of the concrete. All forms shall be straight, free from warp, and of sufficient strength to resist the pressure of the concrete without springing. Bracing and staking of forms shall be

DIVISION 3 - CONCRETE

Section 03 31 16 – Cement Concrete Sidewalks

such that the forms remain in both horizontal and vertical alignment until their removal. After the forms have been set to line and grade, the foundation shall be brought to the grade required and thoroughly wetted approximately 12-hours before placing the concrete.

3.04 PLACING AND FINISHING CONCRETE

- A. The concrete shall be placed in the forms and struck off with an approved straightedge. As soon as the surface can be worked, it shall be troweled smooth with a steel trowel.
- B. After troweling and before installing the contraction joints or perimeter edging, the walking surfaces of the sidewalk and ramps shall be brushed in a transverse direction with a stiff bristled broom as shown in the individual Work Order.
- C. Expansion and contraction joints shall be constructed as shown in the individual Work Order. When the sidewalk abuts a cement concrete curb or curb and gutter, the expansion joints in the sidewalk shall have the same spacing as the curb. The expansion joint shall be filled to full cross-section of the sidewalk with 3/8 inch pre-molded joint filler.
- D. Sidewalk ramps shall be of the type specified in the Individual Work Order.

3.05 CURING

Concrete sidewalks shall be cured for at least 72-hours. Curing shall be by means of moist burlap or quilted blankets or other approved methods. During the curing period, all traffic, both pedestrian and vehicular, shall be excluded. Vehicular traffic shall be excluded for such additional time as the Engineer may specify.

PART 4 - MEASUREMENT AND PAYMENT

Refer to Section 01 20 00, Measurement and Payment.

END OF SECTION

DIVISION 31 - EARTHWORK
Section 31 10 00 – Site Clearing

PART 1 - GENERAL

1.1 SUMMARY

- A. The provisions herein shall apply to concrete and asphalt removal, excavation, preparation of subgrade, placing bankrun gravel, crushed ballast, crushed surfacing and adjustment of existing structures.
- B. Existing improvements, adjacent property, utilities and other facilities, shall be protected from injury or damage resulting from the Contractor's operations. (Note: All standard specifications references are to WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, Latest Edition, English.)

1.2 WATER CONTROL

- A. The Contractor's operations shall be conducted in such a manner as to prevent sediment and construction waste from reaching existing sewers, storm drains, streams, or waterways. The Contractor shall provide temporary erosion control measures as necessary to protect these facilities. The Contractor is solely responsible for compliance with all applicable laws, regulations, and requirements for surface water management related to the Contractor's work activities.

1.3 BARRICADES

- A. Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to warn all pedestrian and vehicular traffic of such excavations.
- B. Lighted barriers shall also be placed along excavations from one hour before sunset each day to one hour after sunrise of the next day until such excavation is entirely refilled, compacted and work completed. All excavations shall be barricaded in such a manner as to prevent person or persons from entering all excavation site public or private.

PART 2 - PRODUCTS

2.1 BANKRUN GRAVEL

- A. The Contractor shall meet the requirements as set forth in Section 4-02 Gravel Base and Section 4-04 Ballast and Crushed Surfacing of the Standard Specifications for bankrun gravel.
- B. The material shall be placed where directed by the Engineer. The Contractor shall furnish and place the bankrun gravel in accordance with these Contract Documents and the Standard Specification as set forth above. The Contractor shall select the source, but the source and the quality of the material shall be approved by the Engineer.
- C. Bankrun Gravel shall be placed in horizontal lifts not exceeding eight (8) inches in compacted depth.

2.2 CRUSHED ROCK

- A. The Contractor shall meet the requirements as set forth in Section 4-02 Gravel Base and Section 4-04 Ballast and Crushed Surfacing of the Standard Specifications for crushed ballast - 2" minus.
- B. The material shall be placed where directed by the Engineer. The Contractor shall furnish

DIVISION 31 - EARTHWORK

Section 31 10 00 – Site Clearing

and place the crushed ballast in accordance with these Contract Documents and the Standard Specifications as set forth above.

- C. The crushed rock shall be placed in horizontal lifts not exceeding eight (8) inches in compacted depth.
- D. This material may be used in lieu of bankrun gravel as directed by the Engineer.

2.3 QUARRY SPALLS

- A. Quarry spalls shall meet the requirements as outlined in Section 4-02 Gravel Base and Section 4-04 Ballast and Crushed Surfacing of the Standard Specifications.
- B. The material shall be placed where directed by the Engineer. The Contractor shall furnish and place the quarry spalls in accordance with these Contract Documents and the Standard Specifications as set forth above. The Contractor shall select the source, but the source and the quality of the material shall be approved by the Engineer.

PART 3 - EXECUTION

3.1 CONCRETE REMOVAL

- A. Where directed by the Engineer, existing concrete slabs shall be removed with a method approved by the Engineer. Care must be taken not to disturb or damage any existing underground utilities during demolition of the concrete. The thickness of the slabs vary.

3.2 COMMON EXCAVATION

- A. Excavation shall comprise and include the satisfactory loosening, removing, loading, transporting, depositing and compacting in the final location all materials, wet and dry, necessary to be removed. All excavated materials which are not required for fill and backfill, or which are unsuitable for fill or backfill, shall be disposed of by the Contractor, at the Contractor's expense and responsibility and in a manner acceptable to the Engineer.
- B. The measurement for common excavation by the cubic yard will be based on the original ground elevations recorded prior to actual excavation and alignment, profile, grade and roadway section as staked by the Engineer.
- C. No surplus material shall be dumped on private property.
- D. During construction, excavation and filling shall be performed in a manner and sequence that will allow drainage at all times.
- E. Rocks, broken concrete, or other solid materials which are larger than 4 inches in greatest dimension, shall not be placed in fill areas and shall be removed from the site by the Contractor at no additional cost to the Port.

3.3 ASPHALT REMOVAL

- A. Where directed by the Engineer, the Contractor shall remove the existing pavement such as asphalt concrete, bituminous road mix, multiple lift bituminous surface treatment and any other combinations of above described components, placed upon an earth or granular subgrade located within the excavation area.

DIVISION 31 - EARTHWORK
Section 31 10 00 – Site Clearing

3.4 SUBGRADE PREPARATION

- A. The Contractor shall meet the requirements as outlined in Section 2-06 of the WSDOT Standard Specifications, for Subgrade Preparation.
- B. It shall be the responsibility of the Contractor to accomplish the specified compaction for the subgrade materials and to control all operations of this work.
- C. Periodic compliance tests will be made by the Engineer at no cost to the Contractor to confirm that compaction is meeting the requirements set forth above.
- D. If the compaction tests fail to meet the requirements set forth, the Contractor shall re- compact the area to bring the density up to the specified level.
- E. Subsequent compaction tests required to confirm that the re-compacting methods has brought up the subgrade to the specified density shall be paid for by the Contractor. The Contractor's confirmation tests shall be performed in accordance to these Contract Documents.
- F. The Contractor shall provide any crown and grade stakes required for drainage.
- G. The limits of subgrade preparation shall be from the edge of pavement to edge of pavement and shall extend the entire length of the paved roadway. On curb and gutter streets the limits shall be from the edge of gutter to edge of gutter.

3.5 EXCESS MATERIAL DISPOSAL

- A. All materials to be demolished or excavated, 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 Engineer prior to removal from Port property. The Contractor is solely responsible for the lawful disposal of all demolished or excavated materials (whether disposed of on or off Port property). Prior to offsite disposal, Contractor shall provide upon request, 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.

3.6 ADJUSTMENT OF EXISTING STRUCTURES

- A. Adjusting castings to finished grade shall be accomplished by methods conforming to the WSDOT Standard Specifications.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Removal of topsoil.
- B. Finish grading.

1.02 RELATED REQUIREMENTS

- B. Section 31 23 16 Excavation
- C. Section 31 23 16.13 Trenching
- D. Section 31 23 23 Fill

PART 2 - PRODUCTS

2.01 MATERIALS

- B. Other Fill Materials: See Section 31 23 23.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that survey bench mark and intended elevations for the Work are as indicated.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Stake and flag locations of known utilities.
- C. Locate, identify, and protect from damage above- and below-grade utilities to remain.
- D. Notify utility company to remove and relocate utilities.
- E. Protect site features to remain, including but not limited to bench marks, survey control points, existing structures, fences, sidewalks, pavement, and curbs, from damage by grading equipment and vehicular traffic.
- F. Protect trees to remain by providing substantial fencing around entire tree at the outer tips of its branches; no grading is to be performed inside this line.
- G. Protect plants, lawns, rock outcroppings, and other features to remain as a portion of final landscaping.

3.03 ROUGH GRADING

- A. Remove topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials.
- B. Do not remove topsoil when wet.
- C. Remove subsoil from areas to be further excavated, re-landscaped, or re-graded.
- D. Do not remove wet subsoil, unless it is subsequently processed to obtain optimum moisture content.
- E. When excavating through roots, perform work by hand and cut roots with sharp axe.

Division 31 - Earthwork
Section 31 22 00 - GRADING

- F. See Section 31 23 23 for filling procedures.
- G. Benching Slopes: Horizontally bench existing slopes greater than 1:4 to key fill material to slope for firm bearing.
- H. Stability: Replace damaged or displaced subsoil to same requirements as for specified fill.

3.04 FINISH GRADING

- A. Before Finish Grading:
 - 1. Verify building and trench backfilling have been inspected.
 - 2. Verify subgrade has been contoured and compacted.
- B. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove soil contaminated with petroleum products.
- C. Where topsoil is to be placed, scarify surface to depth of three (3) inches.
- D. Lightly compact placed topsoil.

3.05 TOLERANCES

- A. Top Surface of Subgrade: Plus or minus 1/10 foot from required elevation.
- B. Top Surface of Finish Grade: Plus or minus 1/2 inch.

3.06 REPAIR AND RESTORATION

- A. Existing Facilities, Utilities, and Site Features to Remain: If damaged due to this work, repair or replace to original condition.
- B. Trees to Remain: If damaged due to this work, trim broken branches and repair bark wounds; if root damage has occurred, obtain instructions from Engineer as to remedy.
- C. Other Existing Vegetation to Remain: If damaged due to this work, replace with vegetation of equivalent species and size.

3.07 FIELD QUALITY CONTROL

- A. See Section 31 23 23, Fill, for compaction density testing.

3.08 CLEANING

- A. Remove unused stockpiled topsoil and subsoil. Grade stockpile area to prevent standing water.

END OF SECTION

Division 31 - EARTHWORK
Section 31 23 16 - Excavation

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Excavating pavement, site structures, and utilities.
- B. Trenching for utilities outside the building to utility main connections.

1.02 RELATED REQUIREMENTS

- A. Section 01 45 00 Quality Control and Testing Laboratory Services
- B. Section 31 22 00 Grading
- C. Section 31 23 16.13 Trenching
- D. Section 31 23 23 Fill

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, contours, and datum locations.
- B. Locate, identify, and protect utilities that remain and protect from damage.
- C. Notify utility company to remove and relocate utilities.
- D. Protect bench marks, survey control points, existing structures, fences, sidewalks, pavement, and curbs from excavation equipment and vehicular traffic.
- E. Protect plants, lawns, rock outcroppings, and other features to remain.

3.02 EXCAVATING

- A. Underpin adjacent structures that could be damaged by excavation work.
- B. Excavate to accommodate new structures and construction operations.
- C. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- D. Cut utility trenches wide enough to allow inspection of installed utilities.
- E. Hand trim excavations. Remove loose matter.
- F. Remove lumped subsoil, boulders, and rocks up to 1/3 cubic yard measured by volume.
- G. Grade top perimeter of excavation to prevent surface water from draining into excavation.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 45 00 – Quality Control, Testing Laboratory Services, for general requirements for field inspection and testing.

3.04 PROTECTION

- A. Prevent displacement of banks and keep loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from

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Section 31 23 16 - Excavation

freezing.

END OF SECTION

Division 31 - EARTHWORK
Section 31 23 16.13 - Trenching

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Backfilling and compacting for utilities.

1.02 RELATED REQUIREMENTS

- A. Section 31 22 00 Grading
- B. Section 31 23 16 Excavation
- C. Section 31 23 23 Fill

1.03 DEFINITIONS

- A. Finish Grade Elevations: Indicated on Drawings or Work Order.
- B. Subgrade Elevations: Indicated on Drawings or Work Order.

1.04 REFERENCES

- A. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457 mm (18-in.) Drop; American Association of State Highway and Transportation Officials; 2020.
- B. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2015.
- C. ASTM D 698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)); 2021.
- D. ASTM D 1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2016.
- E. ASTM D 1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN m/m³)); 2021.
- F. ASTM D 2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method; 2016.
- G. ASTM D 2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2020.
- H. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth); 2010.
- I. ASTM D 3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth); 2017.
- J. ASTM D 4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils; 2018.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.
- B. When fill materials need to be stored on site, locate stockpiles where directed by the Engineer.

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Section 31 23 16.13 - Trenching

1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
2. Prevent contamination.
3. Protect stockpiles from erosion and deterioration of materials.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that survey bench marks and intended elevations for the work are as indicated.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum locations.
- B. See Section 31 22 00, Grading, for additional requirements.
- C. Locate, identify, and protect utilities that remain and protect from damage.
- D. Notify utility company to remove and relocate utilities.
- E. Protect bench marks, survey control points, existing structures, fences, sidewalks, pavement, and curbs from excavating equipment and vehicular traffic.
- F. Protect plants, lawns, rock outcroppings, and other features to remain.

3.03 TRENCHING

- A. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- B. Do not interfere with 45 degree bearing splay of foundations.
- C. Cut trenches wide enough to allow inspection of installed utilities.
- D. Hand trim excavations. Remove loose material.
- E. Remove large stones and other hard material that could damage piping or impede consistent backfilling or compaction.
- F. Remove from site excavated material that is unsuitable for re-use.
- G. Stockpile excavated material to be re-used in area designated on site, in accordance with Section 31 22 00, Grading.

3.04 PREPARATION FOR UTILITY PLACEMENT

- A. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.
- B. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- C. Until ready to backfill, maintain excavations and prevent loose soil from falling into excavation.

3.05 BACKFILLING

- A. Backfill to contours and elevations indicated using unfrozen materials.

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Section 31 23 16.13 - Trenching

- B. Place fill up-to subgrade elevations unless otherwise indicated.
- C. Employ a placement method that does not disturb or damage other work.
- D. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen, or spongy subgrade surfaces.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Granular Fill: Place and compact materials in equal continuous layers not exceeding six (6) inches compacted depth.
- G. Soil Fill: Place and compact material in equal continuous layers not exceeding eight (8) inches compacted depth.
- H. Slope grade away from buildings a minimum of two (2) inches in ten (10) feet, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- I. Correct areas that are over-excavated.
 - 1. Thrust bearing surfaces: Fill with concrete.
 - 2. Other areas: Use general fill, flush to required elevation, compacted to minimum 97 percent of maximum dry density.
- J. Compaction Density Unless Otherwise Specified or Indicated:
 - 1. Under-paving, slabs-on-grade, and similar construction: 97 percent of maximum dry density.
 - 2. At other locations: 95 percent of maximum dry density.
- K. Reshape and re-compact fills subjected to vehicular traffic.

3.06 BEDDING AND FILL AT SPECIFIC LOCATIONS

- A. Use general fill unless otherwise specified or indicated.
 - 1. Compact in maximum eight (8) inch lifts to 95 percent of maximum dry density.
- B. At French Drains:
 - 1. Use granular fill.
 - 2. Compact to 95 percent of maximum dry density.

3.07 TOLERANCES

- A. Top Surface of General Backfilling: Plus, or minus one (1) inch from required elevations.
- B. Top Surface of Backfilling Under-Paved Areas: Plus, or minus one (1) inch from required elevations.

3.08 FIELD QUALITY CONTROL

- A. Perform compaction density testing on compacted fill in accordance with ASTM D 1556, ASTM D 2167, ASTM D 2922, or ASTM D 3017.
- B. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D 698 ("standard Proctor"), ASTM D 1557 ("modified Proctor"), or AASHTO T 180.

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- C. If tests indicate work does not meet specified requirements, remove work, replace, and retest.

3.09 CLEANING

- A. Leave unused materials in a neat, compact stockpile.
- B. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- C. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

END OF SECTION

Division 31 – EARTHWORK

Section 31 23 23 – Fill

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Filling, backfilling, and compacting.
- B. Backfilling and compacting for utilities.
- C. Filling holes, pits, and excavations generated as a result of removal (demolition) operations.

1.02 RELATED REQUIREMENTS

- A. Section 31 22 00 Grading
- C. Section 31 23 16 Excavation
- D. Section 31 23 16.13 Trenching

1.03 DEFINITIONS

- A. Finish Grade Elevations: Indicated on Drawings or Work Order.
- B. Subgrade Elevations: Indicated on Drawings or Work Order.

1.04 REFERENCE STANDARDS

- A. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457 mm (18-in.) Drop; American Association of State Highway and Transportation Officials; 2020.
- B. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2015.
- C. ASTM D 698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)); 2021.
- D. ASTM D 1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2016.
- E. ASTM D 1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN m/m³)); 2021.
- F. ASTM D 2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method; 2016.
- G. ASTM D 2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2020.
- H. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth); 2010.
- I. ASTM D 3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth); 2017.
- J. ASTM D 4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and

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Plasticity Index of Soils; 2018.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.
- B. When fill materials need to be stored on site, locate stockpiles as directed by the Engineer.
 - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2. Prevent contamination.
 - 3. Protect stockpiles from erosion and deterioration of materials.

PART 2 - PRODUCTS

2.01 SOURCE QUALITY CONTROL

- A. Where fill materials are specified by reference to a specific standard, test and analyze samples for compliance before delivery to site.
- B. If tests indicate materials do not meet specified requirements, change material and retest.
- C. Provide materials of each type from the same source throughout the Work.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that survey bench marks and intended elevations for the Work are as indicated.
- B. Identify required lines, levels, contours, and datum locations.
- C. See Section 31 22 00, Grading, for additional requirements.
- D. Verify subdrainage, dampproofing, or waterproofing installation has been inspected.
- E. Verify structural ability of unsupported walls to support imposed loads by the fill.
- F. Verify underground tanks are anchored to their own foundations to avoid flotation after backfilling.

3.02 PREPARATION

- A. Scarify subgrade surface to a depth of six (6) inches to identify soft spots.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.
- C. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- D. Until ready to fill, maintain excavations and prevent loose soil from falling into excavation.

3.03 FILLING

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Section 31 23 23 – Fill

- A. Fill to contours and elevations indicated using unfrozen materials.
- B. Fill up to subgrade elevations unless otherwise indicated.
- C. Employ a placement method that does not disturb or damage other work.
- D. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Granular Fill: Place and compact materials in equal continuous layers not exceeding six (6) inches compacted depth.
- G. Soil Fill: Place and compact material in equal continuous layers not exceeding eight (8) inches compacted depth.
- H. Compaction Density Unless Otherwise Specified or Indicated: 95 percent of maximum daily density.
- I. Reshape and re-compact fills subjected to vehicular traffic.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 45 00, Quality Control and Testing Laboratory Services, for general requirements for field inspection and testing.
- B. Perform compaction density testing on compacted fill in accordance with ASTM D 1556, ASTM D 2167, ASTM D 2922, or ASTM D 3017.
- C. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D 698 ("standard Proctor"), ASTM D 1557 ("modified Proctor"), or AASHTO T 180.
- D. If tests indicate work does not meet specified requirements, remove work, replace, and retest.

END OF SECTION

ITEM A-100 OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION**DESCRIPTION**

100-1.1 This item shall consist of safety procedures and regulations to be followed by the Contractor during construction.

Runways, taxiways, and aircraft parking aprons shall remain in operation and available for use by aircraft to the maximum extent possible, consistent with safety. To minimize disturbance to construction operations, areas close to construction will be controlled to minimize aircraft operations. The Contractor shall not allow employees, subcontractors, suppliers, or any unauthorized person to enter airport operation areas.

100-1.2 ROADWAY TRAFFIC CONTROL. Where necessary, roadway traffic control outside the airport perimeter fence shall be provided by the Contractor to control any ingress or egress from the airport project site. Roadway traffic control shall meet all local, city, and state jurisdictional requirements. The Contractor is responsible for any traffic control plan development and reviews, traffic control permitting, or other miscellaneous requirements with governing agencies required to establish traffic control on roadways open to the public. The Contractor is responsible to provide all personnel, equipment, and resources necessary to establish adequate and safe control of construction traffic and public vehicular/pedestrian traffic.

100-1.3 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. The Contractor shall implement all safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks of the safety measures to ensure compliance. The Contractor is responsible to the Owner for the conduct of all subcontractors employed on the project. The Contractor shall ensure that all subcontractors are made aware of the safety requirements and that they implement and maintain all necessary measures.

The Contractor shall obtain approval from the Engineer prior to beginning work in any area of the airport. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational unless cleared by the airport control tower or approved traffic control measures are in place. The Contractor shall plan and coordinate the work in such a manner as to ensure safety and minimize hindrance to flight operations.

100-1.4 AIRPORT TRAFFIC CONTROL. Traffic control shall include placement of barricades to provide delineation between aircraft movement areas and construction work areas, radio control to maintain contact with the Air Traffic Control Tower (ATCT) and/or pilots and ground control, gate personnel required at open gates leading to aircraft operation areas, and other related traffic control items required for the contract.

Existing pavement marking removal and placement of permanent pavement markings shall be paid for as part of separate bid items.

Temporary markings shall conform to standards in Federal Aviation Administration (FAA) Advisory Circular 150/5340-1M. Temporary taxiway markings shall be yellow 3M, Stamark, Wet Reflective Removable Tape, Series 780, or approved equal. Placement and removal of all temporary markings, including temporary taxiway, closure Xs, and temporary thresholds and chevrons, is incidental to Airport Traffic Control.

Possible runway temporary markings include but are not limited to:

- Whitewash

- Colored plastic, canvas, or rubber matting

- Printed sheets of plywood

Prior to installation, the Contractor shall submit for approval, information on material to be used for temporary markings. Material selected for temporary markings shall be placed as shown in the Contract Plans or as directed by the Engineer (or Port Representative). Markings shall be properly secured to prevent movement by prop wash, jet blast, wing vortex, or other wind currents. The markings shall be secured so as not to present obstacles to aircraft operations.

MATERIALS

100-2.1 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area shall be a maximum of eighteen (18) inches high. Barricades shall be spaced in accordance with the Plans and Specifications.

Barricades shall be low profile and shall not exceed eighteen (18) inches in height. Barricades shall include highly reflective diagonal alternating orange and white striping tape. The barricades shall be supplemented with a flashing or steady-burning red light. The barricades shall be collapsible and/or frangible upon contact with an aircraft or any of its components. The barricades shall be capable of being weighted sufficiently to withstand displacement of the barricade from prop wash, jet blast, wing vortex, or other surface wind currents.

Stop/instruction signs shall be placed at locations as detailed and noted per the work order. Up to two (2) locations are anticipated to be required at any one time during the project. Each sign location will consist of both a stop sign and an instruction sign. Signs shall be mounted to the face of the barricades. Mounting shall not penetrate the barricade and shall be securely fastened so as not to come loose due to weather, wind, or aircraft operations.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

100-2.2 TRAFFIC CONTROL MATERIAL AND EQUIPMENT. Traffic control material and equipment shall include barricades, warning signs, hazard markings, aviation radio, and any other material and equipment necessary to control traffic.

Radio communication is required between the Contractor's representative, the ATCT, and airport operations personnel when operating within airport operation areas. The Contractor shall supply hand-held aviation radios for tower communication, Icom, Model ICA4, or approved equal. The Contractor is responsible for monitoring the radios and

withdrawing from air operations areas immediately when an aircraft announces its intentions to land or depart, and/or when the ATCT or airport operations personnel instructs the Contractor to withdraw from the area. The Contractor shall supply a sufficient number of radios to provide necessary communication to safely control construction traffic within or around Air Operations Areas. All flaggers controlling construction traffic at aircraft crossings shall be equipped with radios to monitor tower communications and aircraft movements. Flagger locations are identified on the safety and phasing plans.

A. PROTECTION OF NAVIGATION AIDS (NAVAIDS)

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordinate with the appropriate FAA Air Traffic Organization (ATO) or Technical Operations office to evaluate the effect of construction activity and the required distance and direction from the NAVAID. Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDS require special consideration since they may interfere with signals essential to air navigation. Interference from construction equipment and activities may require NAVAID shutdown or adjustment of instrument approach minimums for low visibility operations. This condition requires that a notice to air missions (NOTAM) be filed. Construction activities and materials/equipment storage near a NAVAID must not obstruct access to the equipment and instruments for maintenance. Submittal of a 7460-1 form is required for construction vehicles operating near FAA NAVAIDS.

B. CONTRACTOR ACCESS

Vehicle and pedestrian operations:

- a. All workers that will be operating vehicles and equipment in aircraft operation areas, including subcontractors, shall attend a ground-vehicle/airport familiarization and FOD awareness course (conducted by airport staff) prior to beginning construction. (Course time is approximately 1 hour.)
- b. All gates in use by the contractor that provide airport access shall be kept closed and locked at all times when not in immediate use by the contractor. When any gate is in use by the contractor, the contractor shall provide a full time crew member posted at the gate to control entry to the site.
- c. The contractor shall keep the movement of all vehicles and equipment along approved haul routes.
- d. The contractor shall coordinate with airport personnel prior to entering or commencing work in any restricted aircraft operation areas. The contractor must comply with safety and operational requirements that are in effect to ensure that construction activities will not interfere with or compromise the safety of aircraft or adversely affect the environment.
- e. All vehicles operating within the airport fence shall be identified with orange and white flags or flashing amber beacons during daylight hours,

and with flashing amber beacons at night or during periods of low visibility. Vehicle identification shall conform to FAA Advisory Circular (AC) 150/5210-5D.

- f. When working within an active aircraft operation area or where construction haul routes cross aircraft operation areas, the contractor shall provide a crew member equipped with an aviation-frequency radio during all working hours to monitor aircraft operations and provide appropriate direction to equipment operators and others on site. The contractor shall provide appropriate crew members and traffic control devices to safely control construction traffic and operations within or around air operation areas.
- g. Construction vehicles and equipment shall be parked only in staging areas approved by the airport operator.
- 1. **Two-way radio communications:** Flagger 1, as designated by the contractor, shall have a two-way radio, provided by the contractor, as the point of contact with the ATCT. Flagger 1 will monitor ATCT Ground frequency and respond to all Tower calls. The Olympia ATCT Ground frequency is 121.6
- 2. **During periods when Aircraft Tower Control is Closed:** Flagger 1 shall monitor Common Traffic Advisory Frequency (CTAF) during all hours of construction after 2000 and before 0800. Flagger 1 shall advise aircraft operators of runway and taxiway closures and assist pilots with preferred aircraft taxi routing to avoid construction areas. Olympia CTAF frequency is 124.4
- 3. **Airport security:** Each driver operating any type of vehicle on the airport will be required to attend the ground vehicle training course as reflected in Section E-2 above. After this class, a gate access card will be provided to those who successfully complete the course. All drivers will be required to have the gate access card to access the gate.

C. WILDLIFE MANAGEMENT

- 1. **Trash:** The contractor shall be responsible for removing all trash, including food items, from the project site immediately. All trash shall be stored by the contractor in a way that will not allow wind or jet blast to blow trash around the job site.
- 2. **Standing water:** The contractor shall be responsible for grading all disturbed areas so they will drain. No standing water will be allowed.
- 3. **Tall grass and seeds:** Seed mixes shall comply with AC 150/5200-33C, Hazardous Wildlife Attractants on or near Airports
- 4. **Fencing and gates:** The contractor shall take care to maintain security during construction when access points are created in the perimeter fencing to permit the passage of construction vehicles or personnel. Temporary gates shall be equipped so they can be securely closed and

locked to prevent access by animals and unauthorized people. A flagger shall be stationed at any open gate to ensure that only authorized persons and vehicles have access to the AOA and to prohibit “piggy backing” behind another person or vehicle.

5. **Disruption of existing wildlife habitat:** Wildlife around Olympia Regional Airport includes deer and birds. Any sightings of deer, coyotes, or other wildlife should immediately be reported to airport staff. The northern area of the airport is a known habitat area for Streaked Horn Lark.

D. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors shall not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction project. Fencing may be required to contain material that can be carried by wind into areas of aircraft operations.

E. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean up spills resulting from fuel or hydraulic fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures.

F. NOTIFICATION OF CONSTRUCTION ACTIVITIES

The contractor shall immediately notify the airport and the engineer of any conditions adversely affecting the operational safety of the airport.

1. **Maintenance of a list of responsible representatives/points of contact:** A list of points of contact for the airport and engineer will be provided to the contractor. The contractor shall also provide a list of points of contact available 24 hours a day. This list shall be revised as required during the course of the project.
2. **Notices to Airmen (NOTAM):** Only the airport operator may initiate or cancel NOTAMs on airport conditions, and the airport operator is the only entity that can close or open a runway. The airport operation staff must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities. The contractor shall be responsible to notify the airport operator a minimum of 48 hours in advance of any change to planned construction activities.
3. **Emergency notification procedures are as follows:** The first and immediate action will be to call 9-1-1. Next, call the Airport Office at 360-528-8074.
4. **Coordination with Emergency Services Personnel:** The Contractor is responsible for coordinating with the airport, fire station, mutual aid providers, and other emergency services if construction requires:

- The deactivation and subsequent reactivation of water lines or fire hydrants, or
- The rerouting, blocking, and restoration of emergency access routes, or
- The use of hazardous materials on the airfield.

G. INSPECTION REQUIREMENTS

1. **Daily inspections:** Inspections will be conducted by airport operations staff and the contractor daily, or possibly more frequently, to ensure conformance with the specifications.
2. **Final inspections:** Inspections with the airport staff and the engineer shall be conducted prior to opening any runway or taxiway that has been closed for construction.

H. UNDERGROUND UTILITIES

The contractor is responsible to locate and maintain the integrity of all underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas. This may include coordinating with public utilities, hiring a private utility locate service, and coordinating with FAA ATO/Technical Operations. The contractor shall take all necessary precautions to protect utilities. The contractor shall be responsible for any and all costs, fees, and penalties associated with the damage and repair of any utilities due to damages caused by the contractor.

I. PENALTIES

Non-compliance with airport rules and regulations may result in rescission of driving privileges or access to the AOA.

J. SPECIAL CONDITIONS

1. The contractor shall protect workers, vehicles, and equipment from prop wash, jet blast, and noise at all times.
2. The contractor shall maintain emergency vehicle access to the project site and airport at all times.
3. It shall be the responsibility of the Contractor to prevent construction-related vehicle and pedestrian traffic from entering active taxiway and runway areas.
4. In order to minimize danger to aircraft in areas that will be open for aircraft movement after the end of the working day, the Contractor shall ensure that all transverse joints are ramped down so no abrupt edges remain. Additionally, there shall be no temporary or permanent pavement drop-offs greater than one (1) inch or pavement/turf lips greater than three (3) inches.
5. The contractor shall coordinate with airport personnel prior to entering or commencing work in any restricted AOAs. The contractor must comply

with the stringent safety and operational requirements in effect to ensure that construction activities will not interfere with or compromise the safety of aircraft or adversely affect the environment.

6. All flaggers controlling construction traffic at aircraft crossings and movement areas shall be equipped with radios to monitor tower communications and aircraft movements. Flaggers shall request tower clearance for all construction traffic crossing or entering an active AOA. ATC Tower Ground Frequency 121.6 [0800-2000] CTAF 124.4 [2000-0800]

K. RUNWAY AND TAXIWAY VISUAL AIDS

Areas where aircraft will be operating shall be clearly and visibly separated from construction areas.

1. **General:** Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots and not misleading, confusing, or deceptive. All visual aids must be secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents and constructed of materials that will minimize damage to an aircraft in the event of inadvertent contact.
2. **Marking:** Markings must be in compliance with the standards of AC 150/5340-1M, Standards for Airport Markings. Runways and taxiways closed to aircraft operations are marked with a yellow X. It is the responsibility of the contractor to establish, maintain, and remove all temporary markings as required throughout the project. The establishment, maintenance, and removal techniques shall be acceptable to the airport management. The contractor shall coordinate the placement and removal of temporary markings with the airport staff.

Material selected for temporary markings shall be placed as shown in the contract documents or as directed by the engineer. Markings shall be properly secured to prevent movement by prop wash, jet blast, wing vortices, or other wind currents. The markings shall be secured so as not to present obstacles to aircraft. The contractor is responsible for establishing, maintaining, and removing all temporary markings.

Temporarily closed taxiways: Place barricades outside the safety area of taxiway intersections. For runway/taxiway intersections, place an X at the entrance to a closed taxiway from the runway.

L. MARKING AND SIGNS FOR ACCESS ROUTES

Pavement markings and signs for construction personnel shall conform to AC 150/5340-18G and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23A, Frangible Connections, which may require modification to size and height guidance in the MUTCD.

M. HAZARD MARKING AND LIGHTING

1. **Purpose:** Hazard marking and lighting prevents pilots from entering areas closed to aircraft and prevents construction personnel from entering areas open to aircraft. Prominent, comprehensible warning indicators shall be used for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Hazard marking and lighting must also be specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. The contractor shall also mark cables and power lines; ILS critical areas; airport surfaces, such as runway safety areas (RSAs), object free areas (OFAs), and obstacle free zones (OFZs); and other sensitive areas for contractor personnel to avoid.
2. **Equipment:**
 - a. Barricades will be used to identify and define the limits of construction and hazardous areas on airports. Careful consideration must be given to selecting equipment that poses the least danger to aircraft but is sufficiently sturdy to remain in place when subjected to typical winds, prop wash, and jet blast. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. For example, if barricades are intended to exclude vehicles, spacing should not exceed 5 feet. If barricades are intended to exclude pedestrians, they must be continuously linked. Continuous linking may be accomplished through the use of ropes securely attached to prevent FOD.
 - b. **Lights** must be red, either steady burning or flashing, and must meet the luminance requirements of the State Highway Department. Batteries powering lights will last longer if lights flash. Lights must be mounted on barricades and spaced at no more than 10 feet apart. Lights must be operated between sunset and sunrise and during periods of low visibility, whenever the airport is open for operations. The lights may be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.
 - c. **Supplement barricades with signs** (for example, “No Entry,” “No Vehicles”) as necessary.
 - d. **Air Operations Area – General.** Barricades are not permitted in any active safety area. Within a runway or taxiway object free area and on aprons, use orange traffic cones, flashing or steady-burning red lights as noted above, collapsible barricades marked with diagonal, alternating orange and white stripes, and/or signs to separate all construction/ maintenance areas from the movement area. Barricades may be supplemented with alternating orange and white flags at least twenty (20) by 20 inches square and securely fastened to eliminate FOD. All barricades adjacent to any open

runway or taxiway/taxilane safety area or apron must be as low as possible to the ground, and no more than eighteen (18) inches high, exclusive of supplementary lights and flags. Barricades must be of low mass, easily collapsible upon contact with an aircraft or any of its components, and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, or other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, not to exceed three (3) inches above the ground.

- e. **Air Operations Area – Runway/Taxiway Intersections.** Use highly reflective barricades with lights to close taxiways leading to closed runways. Evaluate all operation factors when determining how to mark temporary closures. Even for closures of relatively short duration, close all taxiway/runway intersections with barricades. The use of traffic cones is appropriate for short duration closures.
- f. **Air Operations Area – Other.** Beyond runway and taxiway object free areas and aprons, barricades intended for construction vehicles and personnel may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels.

N. PROTECTION OF SURFACES

Runway and taxiway safety areas, OFZs, OFAs, and approach surfaces are described in AC 150/5300-13B, Airport Design. Protection of these areas includes limitations on the location and height of equipment and stockpiled material.

- 1. **Runway Safety Areas (RSAs).** An RSA is a defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway. Construction activities within the existing RSA are subject to the following conditions:
 - a. No construction may occur within the 37.5 feet of runway pavement edge or within existing RSA while the runway is open for aircraft operations.
 - b. **Excavations:**
 - i. Open trenches or excavations are not permitted within 37.5 feet of runway pavement edge or within the RSA while the runway is open. If possible, backfill trenches before the runway is opened. If the runway must be opened before excavations are backfilled, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating

- on the runway across the trench without damage to the aircraft.
 - ii. Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.
 - c. **Erosion Control.** Soil erosion must be controlled to maintain RSA standards; that is, the RSA must be cleared and graded and have no potentially hazardous ruts, lumps, depressions, or other surface variations, and be capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.
2. **Runway Object Free Area (ROFA):** Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material shall not be stockpiled in the ROFA.
3. **Taxiway Safety Area (TSA):** A TSA is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. Construction activities within the TSA are subject to the following conditions:
- a. No construction may occur within the existing TSA while the taxiway is open for aircraft operations.
 - b. **Excavations.**
 - i. Open trenches or excavations are not permitted within the TSA while the taxiway is open. If the taxiway must be opened before excavations are backfilled, cover the excavations appropriately. Covering for open trenches must be designed so as to allow the safe operation of the heaviest aircraft operating on the taxiway across the trench without damage to the aircraft.
 - ii. Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.
 - c. **Erosion Control.** Soil erosion must be controlled to maintain TSA standards; that is, the TSA must be cleared and graded and have no potentially hazardous ruts, lumps, depressions, or other surface variations, and be capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting

equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

4. **Taxiway Object Free Area (TOFA):** Unlike the ROFA, aircraft wings regularly penetrate the TOFA during normal operations, thus the restrictions are more stringent. Except as provided below, no construction may occur within the TOFA while the taxiway is open for aircraft operations.
 - a. Offset taxiway pavement markings may be used as a temporary measure to provide the required TOFA. Where offset taxiway pavement markings are provided, centerline lighting or reflectors are required.
 - b. Construction activity may be accomplished without adjusting the width of the TOFA, subject to the following restrictions:
 - i. Appropriate NOTAMs are issued.
 - ii. Marking and lighting meeting the provisions of paragraphs N and P above are implemented.
 - iii. Five-foot clearance is maintained between equipment and materials and any part of an aircraft (including wingtip overhang). In these situations, flaggers must be used to direct construction equipment, and wing walkers will be necessary to guide aircraft. Wing walkers should be airline/aviation personnel rather than construction workers. If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.
5. **Obstacle Free Zone (OFZ):** In general, personnel, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If a penetration to the OFZ is necessary, it may be possible to continue aircraft operations through operational restrictions. Operational restrictions must be approved by the FAA.
6. **Runway approach/departure surfaces:** All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in AC 150/5300-13B, Appendix 2, "Threshold Siting Requirements." Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Closure of the complete runway and other portions of the movement area require coordination with the FAA.

O. OTHER LIMITATIONS ON CONSTRUCTION

1. **Prohibitions:**

- a. No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.
- b. No use of open-flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.
- c. No use of electrical blasting caps on or within 1,000 feet of the airport property.
- d. No use of flare pots within the AOA.
- e. Blasting will not be permitted.

2. **Restrictions:**

- a. Construction suspension required during specific airport operations.
- b. Areas that cannot be worked on simultaneously.
- c. Day or night construction restrictions.
- d. The hours available for construction activities at the Olympia Regional Airport are 8:00 a.m. to 8:00 p.m. There shall be no construction activity after 8:00 p.m. without 48 hours prior approval.
- e. Seasonal construction restrictions.
- f. Aircraft always have the right-of-way.

END OF ITEM A-100

ITEM A-101 FOREIGN OBJECT DEBRIS PREVENTION**DESCRIPTION**

101-1.1 FOD. This item shall consist of providing manpower and equipment necessary to avoid the possibility for foreign object debris (FOD). FOD is considered to be objects/debris of any visible size or if ingested into a jet engine, foreign object damage. FOD present on an active runway, taxiway, shoulder, ramp, road, or any other paved surfaces may result in aircraft damage from engine ingestion, engine blast, or any high-speed ground operation. To prevent such damage from occurring, FOD prevention controls must be maintained throughout the duration of the contract period. Active aircraft surfaces shall be kept clean as work progresses and shall be free of FOD as described above before these surfaces are opened to aircraft operations.

MATERIALS

101-2.1 FOD CONTROL EQUIPMENT. Equipment shall include power brooms and hand tools as necessary to eliminate FOD.

CONSTRUCTION METHODS

101-3.1 Procedures to be followed for purposes of preventing FOD shall be observed with the maximum degree of effort. It shall be understood that unlike general “best effort” cleanup requirements associated with typical construction projects, the FOD prevention controls are to be considered a primary project objective. The Contractor shall review the safety and phasing requirements carefully as presented in the work order and submit a FOD Control Plan.

The basic philosophy of the FOD Control Plan shall be to minimize the work necessary to remove debris from aircraft movement areas by minimizing the source debris along immediate haul and access routes.

FOD Prevention Controls Requirements

The Contractor’s foreman and primary field personnel shall attend a FOD awareness meeting at the Airport Office before commencing construction and shall become familiar with the ramifications of FOD on airport pavements, Airport Staff expectations for FOD control, typical FOD generators, and methods for controlling FOD. The Contractor shall prepare a FOD Control Plan and designate one employee as a FOD Manager for the duration of this project. The plan and selection of a FOD manager will be subject to approval by the airport staff and the Engineer.

Access/haul routes shall be confined strictly to the areas designated on the Project Layout Plan and the Safety and Phasing Plan. These routes will be confined to the smallest possible area in order to limit the amount of sweeping and cleanup required. These routes shall be marked clearly by the Contractor with signs and cones so vehicles will not stray from the designated routes.

Material from Airport work areas and waste sites (loose asphalt pavement, rocks, vegetation, etc.) shall not contaminate adjacent haul routes. To prevent material from falling from the trucks while in transit, loads filled to the top of the side rails will not be allowed on the site.

The assigned FOD Control laborer shall clean paved surfaces as appropriate.

The Contractor shall return all aircraft movement areas to a clean, FOD-free state before re-opening those surfaces to aircraft traffic. FOD cleanup equipment and methods used by the Contractor are subject to approval by the Engineer and/or Airport Staff. Equipment judged to be unsuitable by the Engineer (or Port Representative) shall be replaced by the Contractor.

The key elements of this specification section are:

FOD Awareness

FOD Prevention

FOD Control – “Clean As You Go”

The Contractor shall provide signs, barricades, and cones to delineate clearly and confine access routes to prevent vehicle and aircraft conflicts and to prevent FOD.

END OF ITEM A-101

COVER MEMO

Briefing Date/Time: September 11, 2023

Staff Contact/Title: James Sommer, Capital Assets Program Manager,
360.528.8005, JamesS@portolympia.com

Subject: Contract Award Lacey CBC Bldg. 2 Roof Replacement

Purpose: ☐ Information Only ☒ Decision Needed

Objective:

Award the contract for the Commerce Business Center Bldg. 2 roof replacement to Chehalis Sheet Metal via Action/Other. This item has been brought forward as an Action/Other to expedite roof replacement prior to the rainy season.

Background/Overview:

In 2019 an Asset Assessment of port-owned buildings and properties was completed. The Assessment included facility condition assessments of 41 structures and their associated site improvements, structural, building envelope, mechanical and electrical systems; and it evaluated 16 properties for civil and electrical site improvements. Recommended improvements to these assets were identified and estimated, including minor and major repairs, as well as life-cycle/replacement costs, for a ten-year period of time, from 2020 to 2030.

The Asset Assessment included an evaluation of all three buildings at the Lacey Commerce Business Center (CBC). Each building had recommended repairs to their roof structures identified for calendar year (CY) 2023, and Buildings 2 and 3 had roof replacements programed for 2030.

Historical Timeline

- 2019:
 - Asset assessment is completed indicating new roofs at the CBC buildings by 2030.
- 2021-2022:
 - Significant rain and snow events caused roof leaks into tenant spaces.
 - The Ports contracted engineering firm provided a more detailed inspection of the CBC buildings and recommended all three roofs be replaced as they were now at the end of expected life.
- 2023:
 - CBC Building 3 re-roof is completed.
 - CBC Building 2 roof project put out to bid.

Project Timeline:

- 08/17/23 – Bids solicited
- 08/24/23 – Pre-Bid site visit by contractors
- 08/29/23 thru 08/30/23 – Project addenda issued
- 08/31/23 - Bid opening occurred with three contractors submitting bids (please see attached “Bid Results”). All bids were determined to be responsive and responsible.

Documents Attached:

- Power Point Presentation
- Bid Results

Staff Recommendation:

Staff recommends the Commission award the bid to lowest responsive and responsible bidder, Chehalis Sheet Metal, and has provided a suggested motion for the Commission’s consideration.

Conclusion:

The CBC building #2 roof project is expected to be completed by the end of 2023, pending material availability. Upon completion, this project will come back to the Commission for final acceptance.



CONTRACT AWARD ROOF REPLACEMENT COMMERCE BUSINESS CENTER (CBC) BLDG. 2

SEPTEMBER 11, 2023

JAMES SOMMER
CAPITAL ASSETS PROGRAM MANAGER

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Objective

CBC Bldg. 2 Roof Replacement

- Award the CBC Bldg. 2 roof replacement contract (2023-1026) to the low responsive bidder Chehalis Sheet Metal.
- Action/Other Pathway
 - Time sensitive

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Background/Overview

Historical Timeline

2019

- Asset assessment completed included 41 structures and 16 properties
- CBC Buildings 2 & 3 were identified for roof replacements by 2030

2021-2022

- Significant rain and snow events caused roof leaks into tenant spaces
- Contracted engineering firm recommended CBC Buildings 2 & 3 roofs be replaced

2023

- CBC Building 3 roof completed
- CBC Building 2 roof project put out to bid

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Background/Overview

Project Bid Process

- Bids Solicited - 08/17/23
- Pre-Bid Site Visit - 08/24/23
- Addenda Issued - 08/29/23 to 08/30/23
- Bids opened - 08/31/23

Contractor	Lump Sum Bid	WSST @ 9.5%	Total Bid
Chehalis Sheet Metal	\$298,000	\$28,310	\$326,310
Olympic Roofing	\$329,000	\$31,255	\$360,255
Wayne's Roofing	\$375,000	\$35,625	\$410,625

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Scope & Duration

Chehalis Sheet Metal

- Removal of existing roof
- Decking replacement as required
- New 60mil single-ply Thermoplastic Polyolefin (TPO) roof
- Completion in 2023

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Questions & Discussion

Suggested Motion

"...move to award the CBC Building 2 Roof Replacement bid to the lowest responsive, responsible bidder, Chehalis Sheet Metal, in the amount of \$326,310.00 and authorize the Executive Director to execute a contract with the low bidder pursuant to the bid award."

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BID RESULTS

Commerce Building Center (CBC) - Building 2 - Roof Replacement Contract No. 2023-1026

Project Estimate: \$265,000 to \$331,000

Project Manager: James Sommer

Bid Date: 8/31/2023

Contractor	Lump Sum Bid	WSST @ 9.5%	Total Bid	Bid Bond	Addendum#1	Addendum#2	Non-Collusion
Chehalis Sheet Metal	\$298,000	\$28,310	\$326,310	X	X	X	X
Olympic Roofing	\$329,000	\$31,255	\$360,255	X	X	X	X
Waynes Roofing	\$375,000	\$35,625	\$410,625	X	X	X	X

Amounts & Forms Verified by:

Bids Opened (date and time) Thursday, August 31, 2023 @ 3:30 PM

Opened by : James Sommer, Capital Assets Program Manager

Recorded by: Danny Kim, Sr. Finance Analyst & Budget Officer