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P.O. Box 1837
Tacoma, WA 98401-1837
www.portoftacoma.com

June 13th, 2017

TO: PLANHOLDERS

SUBJECT: Port of Tacoma APMT Fender Repair
PROJECT NO. 101068.01
CONTRACT NO. 070444

ADDENDUM NUMBER TWO

This addendum is issued to amend the following:

BIDDING DOCUMENTS

A. SECTION 00 01 10 – TABLE OF CONTENTS

1. **DELETE** and **REPLACE** the issued Section 00 01 10 – Table of Contents with the attached Section 00 01 10 – Table of Contents (Attachment A).

B. SECTION 00 41 00 – BID FORM,

1. **DELETE** and **REPLACE** the issued Section 00 41 00 – Bid Form with the attached Section 00 41 00 – Bid Form (Attachment B).

C. SECTION 00 61 23 - RETAINAGE BOND

1. **ADD** Section 00 61 23 – Retainage Bond Form (Attachment C).

D. SECTION 00 61 23.13 – RETAINAGE ESCROW AGREEMENT

1. **ADD** Section 00 61 23.13 – Retainage Escrow Agreement (Attachment D).

E. SECTION 00 63 25 – SUBSTITUTION REQUEST FORM DURING CONSTRUCTION

1. **ADD** Section 00 63 25 – Substitution Request Form During Construction (Attachment E).

F. SECTION 01 70 00 – EXECUTION AND CLOSEOUT REQUIREMENTS

1. **DELETE** and **REPLACE** the issued Section 01 70 00 – Execution and Closeout Requirements with the attached Section 01 70 00 - Execution and Close Out Requirements (Attachment F).

G. SECTION 01 77 00 – CLOSEOUT PROCEDURES

1. **ADD** Section 01 77 00 – Closeout Procedures (Attachment G).

Receipt for this addendum shall be indicated in the space provided in Section 00 41 00, Bid Form.

END OF SECTION

ATTACHMENT A – Revised Section 00 01 10 – Table of Contents

ATTACHMENT B – Revised Section 00 41 00 – Bid Form

ATTACHMENT C – 00 61 23 – Retainage Bond

ATTACHMENT D – 00 61 23.13 – Retainage Escrow Agreement

ATTACHMENT E – 00 63 25 – Substitution Request Form During Construction

ATTACHMENT F – 01 70 00 – Execution and Closeout Requirements

ATTACHMENT G – 01 77 00 – Closeout Procedures

PROCUREMENT AND CONTRACTING REQUIREMENTS

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END OF TABLE OF CONTENTS

BIDDER'S NAME: _____

PROJECT TITLE: APMT FENDER REPAIR

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. 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 Tacoma, and that the Bidder will complete the work within the time stated, and that Bidder will accept in full payment therefore the lump sum or unit price(s) set forth below:

Proposed Bid Price. (Note: Show prices in figures only.) Complete Installation:

Taxable Bid Items

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION AND DEMOBILIZATION	1	LS		
2	REPLACE PILES	33	EA		
3	FRESH HEAD PILES	39	EA		
4	REPLACE CHOCKS	25	EA		
5	REPLACE WALERS	23	EA		
6	REPLACE BLOCKING & LADDER SPLICES	5	EA		
7	REPLACE UHMW PANELS	16	EA		
<u>Total Bid Amount</u>					

TAXABLE BASE BID SUBTOTAL	
10.1% WASHINGTON STATE SALES TAX (WSST)	
TAX-EXEMPT BASE BID SUBTOTAL	
NOT TO EXCEED BID TOTAL (WITH WSST)	

Evaluation of Bids. In accordance with the provisions of these Contract Documents, Bids will be evaluated to determine the lowest Base Bid Subtotal offered by a responsible Bidder submitting a responsive bid.

Progress Payment Retention. In accordance with RCW 60.28.011, the undersigned elects that, during the life of the Contract, the money withheld from Contract progress payments be retained as indicated below. Failure to indicate a choice shall be construed as approval of Item (a).

a. Retained percentages will be retained by the Port in a fund; or

(Initials)

b. Deposited by the Port in an interest-bearing account in a bank, mutual savings bank or savings and loan association; or

(Initials)

i.

(Name of Bank, Mutual Savings Bank or S&L Assoc.)

ii.

(Address)

c. Placed in escrow with a bank or trust company; or

(Initials)

i.

(Name of Financial Institution)

ii.

(Address)

iii.

(Type of Security.)

d. Retainage Bond in an amount equal to 5% of the Contract Sum plus Change Orders.

(Initials)

The retainage bond shall be based on the form furnished in Section 00 61 23 or otherwise acceptable to the Port and duly completed and signed by a licensed surety or sureties registered with the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner. The surety or sureties must be rated at least A minus, FSC(6), or higher by A.M. Best Rating Guide and be authorized by the Federal Department of the Treasury. Attorneys-in-fact who sign the retainage bond must file with each bond a certified and effective Power of Attorney statement.

NOTE: Accounts and deposits made under Items (b) and (c), above, must be in a bank which is listed on the State of Washington Public Depositories current list.

Addenda. Bidder acknowledges review of all Addenda through No. _____

Bid Security. A certified check, cashier's check, or other obligation of a bank, or a bid security bond in substantially the form set forth in Section 00 43 13, Bid Security Form for at least 5% of the total bid without sales tax, accompanies this bid.

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 or firm 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.

Name of Firm

Date

Signature

By

Title

Mailing Address

City, State

Zip Code

Telephone Number

Email Address

WA State Contractor's Licence No.

Date of Issue

Expiration Date

Unified Business Identifier (UBI) No.

Employment Security Department No.

Identification of Contractor as a sole proprietor, a partnership, a joint venture, a corporation, or another described form of legal entity

END OF SECTION

Bond No. _____

Project Title: _____

Project No.: _____

Contract No. _____

KNOW ALL MEN BY THESE PRESENTS: That we _____,
a corporation existing under and by virtue of the laws of the State of Washington and authorized to do
business in the State of Washington, as Principal, and
_____, a corporation organized and existing under the
laws of the State of _____ and authorized to transact the business of
surety in the State of Washington, as Surety, are jointly and severally held and bound unto the PORT OF
TACOMA, hereinafter called Port, as Obligee, and are similarly held and bound unto the beneficiaries of
the trust fund created by RCW 60.28 as their heirs, executors, administrators, successors and assigns in
the penal sum of _____
(_____) plus 5% of any increases in the contract amount that have occurred or may occur,
due to change orders, increases in the quantities or the addition of any new item of work.

WHEREAS, on the _____ day of _____, the said Principal herein executed Contract No.
_____ with the Port for _____.

WHEREAS, said contract and RCW 60.28 require the Port to withhold from the Principal the sum of 5%
from monies earned by the Principal on estimates during the progress of the work, hereinafter referred to
as earned retained funds.

WHEREAS, the Principal has requested that the Port accept a bond in lieu of earned retained funds as
allowed under Chapter 60.28 RCW.

NOW THEREFORE, this obligation is such that the Surety, its successors, and assigns are held and
bound unto the Port and unto all beneficiaries of the trust fund created by RCW 60.28.011(1) in the
aforesaid sum. This bond, including any proceeds therefrom, is subject to all claims and liens and in the
same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. The condition of
this obligation is also that if the Principal shall satisfy all payment obligations to persons who may lawfully
claim under the trust fund created pursuant to Chapter 60.28 RCW, to the Port, and indemnify and hold
the Port harmless from any and all loss, costs, and damages that the Port may sustain by release of said
retainage to Principal, then this obligation shall be null and void, provided the Surety is notified by the
Port that the requirements of RCW 60.28.021 have been satisfied and the obligation is duly released by
the Port.

IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal. The Surety will not be discharged or released from liability for any act, omission or defenses of any kind or nature that would not also discharge the Principal.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, the Port, the beneficiaries of the trust fund created by Chapter 60.28 Revised Code of Washington (RCW) and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this _____ day of _____, 201__.

By: _____
Principal

Address: _____

City/ST/Zip: _____

Phone: _____

Surety Name _____

By: _____
Attorney-In-Fact

Address: _____

City/ST/Zip: _____

Phone: _____

IMPORTANT: Surety companies executing bonds must have an A.M. Best Rating of A- FSC of (6) or higher, and be authorized to transact business in the State of Washington.

To:	Bank Name, Address, Phone	Escrow Account No:	
		Contract No:	Port fills in
		Project No:	Port fills in
Agency:	Port of Tacoma PO Box 1837 Tacoma, WA 98401-1837	Project Title:	Port fills in

The Undersigned _____, (Contractor Name and Address) hereinafter referred to as the Contractor, has directed the Port of Tacoma, hereinafter referred to as the Port, to deliver to _____ (Name of Bank), hereinafter referred to as "You", its checks for retainage under the Contract which shall be payable to You and the Contractor jointly, and which shall be held and disposed of by You in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

ESCROW INSTRUCTIONS:

1. Checks made payable to You and the Contractor jointly upon delivery to You shall be endorsed by the Contractor and by You and then forwarded for collection by You. The moneys will then be used by You to purchase, as directed by the Contractor, bonds or other securities (hereinafter collectively referred to as "Securities") chosen by the Contractor and approved by the Port. Attached is a list of Securities approved by the Port. Other Securities, except stocks, may be selected by the Contractor, subject to express prior written approval of the Port, in its sole and absolute discretion. The purchase of Securities shall be in a form which shall allow You alone to reconvert such Securities into money if You are required to do so by the Port as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the Securities held by You pursuant to this Agreement accrues and is paid, You shall collect such interest and forward it to the Contractor at its address designated in the first paragraph unless otherwise directed by the Contractor.
3. You are not authorized to deliver to the Contractor all or any part of the checks or moneys received by You or the Securities held by You pursuant to this Agreement (or moneys derived from the sale of such Securities, or the negotiation of the Port's checks) except in accordance with written instructions from the Port's Sr. Contract Administrator. Compliance with such instructions shall relieve You of any further liability related thereto. The estimated final completion date on the Contract underlying this Agreement is _____.
4. In the event the Port orders You to do so in writing, You shall, within ten (10) days of receipt of such order, reconvert into money some or all of the Securities held by You pursuant to this Agreement, as required to satisfy the Port's order, and return such money, together with any other moneys held by You hereunder and required to satisfy the Port's order, to the Port. Consent of Contractor shall not be required for payment to the Port hereunder, and objection or other communication from Contractor shall not prevent, delay, or otherwise affect payment to the Port forthwith in accordance with the Port's order and this Agreement.
5. The Contractor agrees to pay You as compensation for Your services hereunder as follows: Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any checks, moneys, Securities, or other property placed with You or held by you pursuant to this Agreement until and unless the Port directs the release thereof to the Contractor, whereupon You shall be granted a first lien upon such property released and shall be entitled to reimburse Yourself from such property for the entire amount of Your fees as provided for hereinabove. In the event that You

are made a party to any litigation with respect to the checks, moneys, Securities, or other property held by You hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that You are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, You shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including reasonable attorney fees occasioned by such default, delay, controversy or litigation.

6. This Agreement shall not be binding until executed by Contractor and Port, and accepted by You.
7. This instrument contains the entire agreement between You, the Contractor, and the Port with respect to this escrow. There are no terms, obligations, covenants, or conditions regarding this escrow other than those contained herein, and You are not a party to nor bound by any instrument or agreement regarding this escrow other than this Agreement. You shall not be required to take notice of any default or any other matter under the Contract nor be bound by nor required to give notice or demand under the Contract, nor required to take any action whatsoever except as herein expressly provided. You shall not be liable for any loss or damage not caused by Your own negligence or wilful misconduct.
8. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.
9. The Contractor's Federal Income Tax Identification number is _____.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this Agreement this ____ day of _____, 20__.

Contractor:

Port of Tacoma

Signature

Signature

Name/Title

Name/ Port Treasurer or Deputy Treasurer

Date

Date

The above escrow instructions received and accepted this ____ day of _____, 20__.

Bank:

By _____
(Signature of Authorized Bank Officer)

Name: _____
Title: _____

SECURITIES AUTHORIZED BY THE PORT:

1. FDIC insured time deposits and time deposits in commercial banks authorized by the Washington State Public Deposit Protection Commission.
2. Savings account deposits in commercial banks authorized by the Washington State Public Deposit Protection Commission.
3. Bills, certificates, notes or bonds of the United States;
4. Other obligations of the United States or its agencies; and
5. Obligation of any corporation wholly-owned by the government of the United States;

INSTRUCTIONS FOR RETAINAGE ESCROW AGREEMENTS:

Whenever possible, use the Port of Tacoma (Port) approved Escrow Agreement. The Port, at its discretion, may or may not accept an agreement form from another source.

Please return all three (3) originals of the Agreement, with completed contractor and bank information and signatures, and the escrow account number. The Port will review and sign the Agreement and distribute copies. One (1) original will go directly to the Bank, one (1) original will be returned to the Contractor.

Fill in the following on the Escrow Agreement:

- 1) Page 1 – Escrow Account Number
- 2) Page 1 – Name, address, and phone number of the Bank
- 3) Page 2 – Signature, typed/printed name, date, and the title of the Contractor Signatory.
- 4) Page 2 – Signature, typed/printed name, date, and the title of the Authorized Bank Officer signatory.

Do not fill in the date in the paragraph directly following paragraph 9. The Port will fill in this date once the document has been fully executed by the Port.

Project Title _____

Project No. _____

Submitted By: _____

Contract No. _____

Contractor: _____

Date: _____

Specification Title: _____

Section No. _____

Description: _____

Paragraph: _____

Page No. _____

Proposed Substitution: _____

Trade Name: _____ Model No.: _____

Manufacturer: _____

Address: _____ Phone No.: _____

Installer: _____

Address: _____ Phone No.: _____

History:

☐ New product ☐ 1-4 years old ☐ 5-10 years old ☐ More than 10 years old ☐ Other _____

Differences between proposed substitution and specified product: _____

☐ Point-by-point comparative data attached - REQUIRED

Reason for not providing specified item: _____

Similar Installation:

Project: _____ A/E _____

Address: _____

Owner: _____ Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

Savings to Port for accepting substitution: \$ _____

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] _____ # of days.

Supporting Data Attached: _____

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
SECTION 00 63 25 – SUBSTITUTION REQUEST FORM DURING CONSTRUCTION

☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ Other _____

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
 - Same warranty will be furnished for proposed substitution as for specified product.
 - Same maintenance service and source of replacement parts, as applicable, is available.
 - Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
 - Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
 - Proposed substitution does not affect dimensions and functional clearances.
 - Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
 - Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.
-

Submitted By: _____

Signed By: _____ Firm: _____

Address: _____

Telephone: _____ Email: _____

Attachments: _____

A/E's REVIEW AND RECOMMENDATION

- ☐ Approve Substitution
- ☐ Approve Substitution as noted
- ☐ Reject Substitution - Use specified materials.
- ☐ Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

ENGINEER'S REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures. Prepare Change Order.
- ☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures. Prepare Change Order.
- ☐ Substitution rejected - Use specified materials.

Signed by: _____ Date: _____

END OF SECTION

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 (within 48-hours) repair or replace all defective or damaged items delivered under the contract. The Contractor will haul away all defective or damaged items prior to Substantial Completion.
- C. In the event of equipment failure, during such time or in such a location that 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. Project As-Built Drawings
 - 1. Project As-Built Drawings shall be compiled by the Contractor and submitted to the Engineer for translation to the Record Drawings on a monthly basis.
 - 2. The Project As-Built Drawings will be submitted on paper full-sized (ANSI D) copy.
 - 3. Drawings shall be kept current and shall be done at the time the material and equipment is installed.
 - 4. Project As-Built Drawings must be complete and accepted by the Engineer before Final Completion is issued.
 - 5. As-Built Drawings shall be in accordance with horizontal and vertical control as shown on the drawings.

3.02 CLEAN-UP

- A. Final clean-up and clean-up during the course of the work is defined in the General Conditions, Article 3.25. Those paragraphs are supplemented to provide the following:
 - 1. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Broom clean paved surfaces directly inside the area of work.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures
 - 2. Final completion procedures
 - 3. Warranties
 - 4. As-Built Drawings

1.03 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

1.04 PROJECT SUBMITTALS

- A. Submittal of Project Warranties
- B. Record Drawings
 - 1. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous recordkeeping requirements and submittals in connection with various construction activities.
- C. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.05 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list) indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Port unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 3. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by the Contract Document or Engineer. Label with manufacturer's name and model number where applicable.
 - 4. Submit test/adjust/balance records.

5. Submit changeover information related to Port's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 1. Terminate and remove temporary facilities from Project site
 2. Complete final cleaning requirements
- D. Submit a written request for inspection to determine Substantial Completion a minimum of 5 days prior to days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Notice of Substantial Completion after inspection or will notify Contractor of items, either on the Contractor's list or additional items identified by the Engineer, that must be completed or corrected before notice will be issued.
 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.06 PUNCH LIST (LIST OF INCOMPLETE ITEMS)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of Construction.
 1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major elements.

1.07 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete and submit the following:
 1. Submittal of all remaining items, including as-built documents, final completion construction photographic documentation, damage surveys, and similar final record information and all other submittals defined in the Contract Documents.
 2. List of Incomplete Items: Submit copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (Punch List). Copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 7 days prior to date the work will be complete and ready for final inspection and tests. On receipt of request, the Engineer will either proceed with inspection or notify contractor of unfulfilled requirements.
 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.08 FINAL ACCEPTANCE PROCEDURES

- A. Submittals Prior to Final Acceptance:
 1. Receipt and approval of application for final payment; due within seven (7) days of receipt of Final Completion by the Engineer.

2. Execution of all Change Orders.
3. Contractor's signed waiver and release of claims on the Engineer provided form.
4. Contractor's submittal of list of all suppliers and subcontractors and the total amounts paid to each on the Engineer provided form;
5. Contractor's submittal of a list of all subcontractors and suppliers requiring Affidavits of Wages paid on the Contract and certify that each of companies will submit an approved Affidavit of Wages paid to the Port within 30 days.

B. The Engineer will issue the Final Acceptance Memo upon receipt of the required submittals.

PART 2 - PRODUCTS

2.01 CONTRACTOR'S 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.
1. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit the Port's rights under warranty.
 2. Partial Occupancy: No partial occupancies will be permitted.
 3. Submit Warranties to the Engineer as a submittal, as described in 01 33 00 – Submittal Procedures.
- B. In the event of component failure, during such time or in such a location that immediate repairs are mandatory, the Contractor shall respond promptly (within 48 hours), irrespective of day of the week. If the Contractor is not available, the Port will affect repairs. The Contractor shall then reimburse the Port for parts and labor necessary to correct deficiencies as defined within the warranty clause and time.

2.02 AS-BUILT DRAWINGS

- A. Project As-Built Drawings: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
- B. Project As-Built Drawings shall be compiled by the Contractor and submitted to the Engineer for translation to the Record Drawings on a monthly basis.
1. The Project As-Built Drawings will be submitted on paper full-sized (ANSI D) copy.
 2. Drawings shall be kept current and shall be done at the time the material and equipment is installed. Annotations to the record documents shall be made with an erasable colored pencil.
 - a. Additions – Red
 - b. Deletions – Green
 - c. Comments – Blue
 - d. Dimensions – Graphite

3. Project As-Built Drawings must be complete and accepted by the Engineer before Final Completion is issued.
4. As-Built Drawings shall be in accordance with horizontal and vertical control as shown on the drawings.

PART 3 – EXECUTION

3.01 MAINTENANCE OF AS-BUILT DRAWINGS

- A. The Contractor shall maintain at the Project site, in good order for ready reference by the Engineer, one complete copy of the Contract Documents, including Addenda, Change Orders, other documents issued by the Port, a current Progress Schedule, and approved Submittals. The Contractor shall also generate and keep on site all documents and reports required by applicable permits.
- B. The Contractor's As-Built Drawings shall be updated to record all changes made during construction. The location of all existing or new underground piping, valves and utilities, and obstructions located during the Work shall be appropriately marked until the Contractor incorporates the actual field dimensions and coordinates into the as-built drawings. The as-built drawings shall be updated at least weekly and before elements of the Work are covered or hidden from view. After the completion of the Work, the as-built drawings shall be provided to the Port.

END OF SECTION