

**PORT OF TACOMA
TACOMA, WASHINGTON
MAINTENANCE DREDGING AT PIERS 3 & 4 AND
WASHINGTON UNITED TERMINALS**

**PROJECT NO. 201114.01 AND 201114.02
CONTRACT NO. 071540**


**Thais Howard, PE
Director, Engineering**

**Norman Gilbert, PE
Project Manager**

END OF SECTION

The undersigned Engineer of Record hereby certifies that the Technical Specifications for the following portions of this project were written by me, or under my direct supervision, and that I am duly registered under the laws of the State of Washington, and hereby affix my Professional Seal and signature.

Those Sections prepared under my direct supervision and being certified by my seal and signature below are as follows:

<u>SEAL & SIGNATURE</u>	<u>SECTION(S)</u>
	35 20 23 - DREDGING

END OF SECTION

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Appendix A - Port of Tacoma Construction SWPPP Short Form

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Appendix D - Department of Fish and Wildlife Hydraulic Project Approval 2021-6-157+01

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END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

Sheet No.	Drawing Title
G1.1	COVER SHEET
G2.1	SHEET INDEX AND ABBREVIATIONS
G3.1	GENERAL NOTES AND SYMBOLS
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C1.7	DREDGE SECTIONS (SHEET 2 OF 2)
C1.8	DREDGE DETAILS

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END OF SECTION

MAINTENANCE DREDGING AT PIERS 3 & 4 AND WASHINGTON UNITED TERMINALS

PROJECT NO. 201114.01 AND 201114.02 | CONTRACT NO. 071540

- Scope of Work: The Work required for this Project includes: maintenance dredging to address high spots impacting the berthing areas of Washington United Terminal (WUT) and Piers 3 & 4. All material is anticipated to be disposed of at the Commencement Bay open-water dredge material disposal site.
- Bid Estimate: Estimated cost range is \$623,000 to \$761,000, plus Washington State Sales Tax (WSST).
- Sealed Bid Date/
Time/Location: Bids will be received at the Front Reception Desk, Port Administration Office, One Sitcum Plaza, Tacoma, Washington 98421 until **2:00 P.M. on August 10, 2021**, at which time they will be publicly opened and read aloud and the apparent low bid will be determined.
- Pre-Bid
Conference: A pre-Bid conference has been set for July 29, 2021 at 11:00 A.M. and will convene at the Port's Administrative building, located at One Sitcum Plaza. Attendees will be required to sign a Release and Acceptance of Responsibility and Acknowledgement of Risks Form prior to entering the site and shall provide their own Personal Protection Equipment (PPE) as required above.
- Bid Security: Each Bid must be accompanied by a Bid security in an amount equal to five (5) percent of the Base Bid in a form allowed by the Instructions to Bidders.
- Bid Security:
Contact
Information: A Bid Security Bond is not required for this project. Any questions to the Port may be emailed to procurement@portoftacoma.com. No oral responses will be binding by the Port.
- Questions will not be accepted after seven (7) days prior to the Bid Date.
- Bidding
Documents: Plans, Specifications, Addenda, and Plan Holders List for this Project are available on-line through The Port of Tacoma's Website portoftacoma.com. Click on "Contracts," "Procurement," and then the Procurement Number 071540. Bidders must subscribe to the Holder's List on the right hand side of the screen in order to receive automatic email notification of future addenda and to be placed on the Holder's List.
- Contact procurement@portoftacoma.com with questions. Holder's Lists will be updated regularly. Additional Instructions available in Section 00 21 00 - Instructions to Bidders.

Public Works
Training
Requirements:

Effective July 1, 2019, all businesses are required to have training before bidding on public works projects and prevailing wage under RCW 39.04.359 and RCW 39.12, or is on the list of exempt businesses maintained by the Department of Labor and Industries. The bidder must designate a person or persons to be trained on these requirements. The training will be provided by the Department of Labor and Industries or by a training provider whose curriculum is approved by the Department of Labor and Industries.

Please refer to Labor and Industries' web site (https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp?utm_medium=email&utm_source=govdelivery) for more information and training dates, requirements, and exemptions. Failure to attend this training could result in a determination of "not responsible" and the bidder not being awarded a public works contract.

END OF SECTION

PART 1 - SUMMARY

1.01 DEFINITIONS

All definitions set forth in the Agreement, the General Conditions of the Contract for Construction, and in other Contract Documents are applicable to the Bidding Documents.

- A. "Addenda" are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. The contents of an Addendum are issued in no particular order and therefore should be carefully and completely reviewed.
- B. An "Apprentice" is a worker for whom an apprenticeship agreement has been registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).
- C. "Award" means the formal decision by the Port of Tacoma ("Port") notifying a Responsible Bidder with the lowest responsive Bid of the Port's acceptance of their Bid and intent to enter into a Contract with the Bidder.
- D. The "Award Requirements" include the statutory requirements as a condition precedent to Award.
- E. The "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- F. A "Bid" is a complete and properly signed proposal to do the Work, submitted in accordance with the Bidding Documents, for the sums therein stipulated and supported by any data called for by the Bidding Documents.
- G. The "Bid Date" is the day and hour specified in the Bidding Documents, as may be changed through an Addendum, by which Bidders are required to submit Bids to the Port.
- H. The "Bid Form" is the form(s) included with the Bidding Documents, with Specification Section 00 41 00, through which a Bidder submits a Bid.
- I. A "Bidder" is a person or entity who submits a Bid.
- J. The "Bidding Documents" include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, any other sample bidding and contract forms, including those provided by reference, the Bid security, and the proposed Contract Documents, including any Addenda issued prior to the Bid Date.
- K. The "Contract Documents" proposed for the Work consist of the Agreement, the General Conditions of the Contract (as well as any Supplemental, Special, or other conditions included in the Project Manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.
- L. A "Sub-Bidder" is a person or entity of any tier who submits a bid or proposal to or through the Bidder for materials, equipment or labor for a portion of the Work.

1.02 BIDDER'S REPRESENTATIONS

By making its Bid, each Bidder represents that:

- A. **BIDDING DOCUMENTS.** The Bidder has read and understands the Bidding Documents, and its Bid is made in accordance with them.

- B. PRE-BID MEETING. The Bidder has attended pre-Bid meeting(s) required by the Bidding Documents. Attendance at a mandatory meeting or training session means that, in the sole opinion of the Port, a Project representative of a Bidder has attended all or substantially all of such meeting or session.
- C. BASIS. Its Bid is based upon the materials, systems, services, and equipment required by the Bidding Documents, and is made without exception.
- D. EXAMINATION. The Bidder has carefully examined and understands the Bidding Documents, the Contract Documents including, but not limited to, any liquidated damages, insurance provisions, and the Project site, including any existing buildings, it has familiarized itself with the local conditions under which the Work is to be performed, has correlated its observations with the requirements of the proposed Contract Documents, and it has satisfied itself as to the nature, location, character, quality, and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services, and other items to be furnished, and all other requirements of the Contract Documents. The Bidder has also satisfied itself as to the conditions and other matters that may be encountered at the Project site or that may affect performance of the Work or the cost or difficulty thereof, including, but not limited to, those conditions and matters affecting transportation, access, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power, and utilities; availability and condition of roads; climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to, and at all times during, the performance of the Work. The failure of the Bidder to fully acquaint itself with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the Work in accordance with, and for the Contract Sum and within the Contract Time provided for in, the Contract Documents.
- E. PROJECT MANUAL. The Bidder has checked its copies of the Project Manual (if any) with the table of contents bound therein to ensure the Project Manual is complete.
- F. SEPARATE WORK. The Bidder has examined and coordinated all Drawings, Contract Documents, and Specifications with any other contracts to be awarded separately from, but in connection with, the Work being Bid upon, so that the Bidder is fully informed as to conditions affecting the Work under the Contract being Bid upon.
- G. LICENSE REQUIREMENTS. The Bidders and Sub-Bidders are registered and hold all licenses required by the laws of Washington, including a certificate of registration in compliance with RCW 18.27, for the performance of the Work specified in the Contract Documents.
- H. CERTIFICATION. The Bidder verifies under penalty of perjury that the Bidder has 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 Chapters 49.46, 49.48, or 49.52 RCW within the three (3) year period immediately preceding the Bid Date.
- I. NO EXCEPTIONS. Bids must be based upon the materials, systems, and equipment described and required by the Bidding Documents, without exception.

1.03 BIDDING DOCUMENTS

A. COPIES

1. Bidders may obtain complete sets of the Bidding Documents from The Port of Tacoma's Website www.portoftacoma.com. Click on "Contracts" then "Procurement."

2. Complete Sets. Bidders shall use complete sets of Bidding Documents in preparing Bids and are solely responsible for obtaining updated information. The Port does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete and/or superseded sets of Bidding Documents.
3. Conditions. The Port makes copies of the Bidding Documents available only for the purpose of obtaining Bids on the Work and does not confer a license or grant permission for any other use.
4. Legible Documents. To the extent any Drawings, Specifications, or other Bidding Documents are not legible, it is the Bidder's responsibility to obtain legible documents.

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. Format. The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into Work performed by the various building trades, any Work by separate contractors, or any Work required for separate facilities in, or phases of the Project.
2. Duty to Notify. Bidders shall promptly notify the Port in writing of any ambiguity, inconsistency, or error that they may discover upon examination of the Bidding Documents or of the site and local conditions.
3. Products and Installation. All Bidders shall thoroughly familiarize themselves with specified products and installation procedures and submit to the Port any objections (in writing) no later than seven (7) days prior to the Bid Date. The submittal of the Bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory for completion of the Contract.
4. Written Request. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written email request to procurement@portoftacoma.com at least seven (7) days prior to the Bid Date.
5. Request to Modify Responsibility Criteria. No later than seven (7) days prior to the Bid Date, a potential Bidder may request in writing that the Port modify the Responsibility Criteria. The Port will evaluate the information submitted by the potential Bidder and respond before the Bid Date. If the evaluation results in a change of the Criteria, the Port will issue an Addendum identifying the new Criteria.
6. Addenda. The Bidder shall not rely on oral information provided at any pre-Bid meetings or during site visits. Verbal statements made by representatives of the Port are for informational purposes only. Any interpretation, correction, or change of the Bidding Documents will be made solely by written Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any manner other than by written Addendum, including but not limited to, oral statements will not be binding, and Bidders shall not rely upon such statements, interpretations, corrections, or changes. The Port is not responsible for explanations or interpretations of the Bidding Documents other than in a written Addendum.
7. Site Visits. Any site visits are provided as a courtesy to potential Bidders to assist them in becoming familiar with the Project site conditions. However, only the Bidding Documents, including any issued Addenda, may be relied upon by Bidders.
8. Singular References. Reference in the singular to an article, device, or piece of equipment shall include as many of such articles, devices, or pieces as are indicated in the Contract Documents or as are required to complete the installation.

9. Utilities and Runs. The Bidder should assume that the exact locations of any underground or hidden utilities, underground fuel tanks, and plumbing and electrical runs may be somewhat different from any location indicated in the surveys or Contract Documents.

C. SUBSTITUTIONS

1. For substitutions during bidding, refer to Section 00 26 00 – Substitution Procedures.

D. ADDENDA

1. Distribution. All Addenda will be written and will be made available on the Port's website or any other source specified by the Port for the Project.
2. Copies. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3. Verification and Acknowledgment of Receipt. Prior to submitting a Bid, each Bidder shall ascertain that it has received all Addenda issued. Each Bidder shall acknowledge its receipt and consideration of all Addenda in its Bid.

1.04 BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

1. Form. Bids (including required attachments) shall be submitted on forms identical to the Bid Form included with the Bidding Documents. No oral, email, or telephonic responses or modifications will be considered.
2. Entries on the Bid Form. All blanks on the Bid Form shall be filled in by typewriter, printer, or manually in ink.
3. Figures. All sums shall be expressed in figures, not words. Portions of the Bid Form may require the addition or multiplication of component bids to a total or the identification of component amounts within a total. In case of discrepancy between unit prices listed and their sum(s), the unit prices listed shall govern (rather than the sum).
4. Initial Changes. Any interlineation, alteration, or erasure shall be initialed by an authorized representative of the Bidder.
5. Bid Breakdown. The Bid Form may contain, for the Port's accounting purposes only, a breakdown of some or all of the components included in the Base Bid.
 - a. For lump-sum Bids, the total Contract Sum shall be submitted.
 - b. 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.
6. No Conditions. The Bidder shall make no conditions or stipulations on the Bid Form, nor qualify its Bid in any manner.
7. Identity of Bidder. The Bidder shall include in the specified location on the Bid Form, the legal name of the Bidder and, if requested, a description of the Bidder as a sole proprietor, a partnership, a joint venture, a corporation, or another described form of legal entity. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. The Port verifies signature authority on the Labor and Industries website <https://fortress.wa.gov/lni/bbip/Search.aspx> under the contractor registration business owner information. If the business owner information is not current, the Bidder shall show proof of authority to sign at the request of the Port. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder

8. Bid Amounts Do Not Include Sales Tax. The Work to be performed constitutes a "retail sale" as this term is defined in RCW 82.04.050. Thus, the Base Bid amount shall include in the sum stated all taxes imposed by law, EXCEPT WASHINGTON STATE AND LOCAL SALES TAX due on the Base Bid. The engaged Contractor will pay retail sales tax on all consumables used during the performance of the Work and on all items that are not incorporated into the final Work; this tax shall be included in the Base Bid price and in any other prices set forth on the Bid Form. The Port will pay state and local retail sales tax due on each progress payment and final payment to the engaged Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government.

B. BID SECURITY

1. Purpose and Procedure. Each Bid shall be accompanied by Bid security payable to the Port in the form required by the Bidding Documents and equal to five (5) percent of the Base Bid only (i.e., not including any Alternates or Unit Prices). The Bid security constitutes a pledge by the Bidder to the Port that the Bidder will enter into the Contract with the Port in the form provided, in a timely manner, and on the terms stated in its Bid, and will furnish in a timely manner, the payment and performance bonds, certificates of insurance, and all other documents required in the Contract Documents. Should the Bidder fail or refuse to enter into the Contract or fail to furnish such documents, the amount of the Bid security shall be forfeited to the Port as liquidated damages, not as a penalty. By submitting a Bid, each Bidder represents and agrees that the Bid security, if forfeited, is a reasonable prediction on the Bid Date of future damages to the Port. Failure of the Bidder to provide Bid Security as required shall render the bid non-responsive.
2. Form. The Bid security shall be in the form of a certified or bank cashier's check payable to the Port or a Bid bond executed by a bonding company reasonably acceptable to the Port, licensed in the State of Washington, registered with the Washington State Insurance Commissioner, possess an A.M. Best rating of "A-," Fiscal Size Category (FSC) six (6) or better, and be authorized by the U.S. Department of the Treasury. The Bid security shall be signed by the person or persons legally authorized to bind the Bidder. Bid bonds shall be submitted using the form included with the Bidding Documents.
3. Retaining Bid Security. The Port will have the right to retain the Bid security of Bidders to whom an Award is being considered until the earliest of either: (a) mutual execution of the Contract, and the Port's receipt of payment and performance bonds, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) when all Bids have been rejected.
4. Return of Bid Security. Within sixty (60) days after the Bid Date, the Port will release or return Bid securities to Bidders whose Bids are not to be further considered in awarding the Contract. Bid securities of the three apparent low Bidders will be held until the Contract has been finally executed, after which all un-forfeited Bid securities will be returned. Bid security may be returned in the form provided or by separate payment.

C. SUBMISSION OF BIDS

1. Procedure. The Bid, the Bid security, and other documents required to be submitted with the Bid, shall be enclosed in a sealed envelope identified with the Project name and number and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face of the mailing envelope.
 - a. If a Bid is mailed, it shall be addressed to the Port of Tacoma, Contracts Department, 1 Sitcum Plaza, Tacoma, WA 98421.

- b. If a Bid is delivered, it shall be delivered to the Front Reception Desk, Port of Tacoma, 1 Sitcum Plaza, Tacoma, WA 98421.
- c. The time stamp clock at the Front Reception Desk at 1 Sitcum Plaza is the Port's official clock.
2. Deposit. Bids shall be deposited at the designated location prior to the Bid Date indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the Bid Date and time specified shall be returned without consideration at the discretion of the Port, or rejected at the time of receipt.
3. Delivery. The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids.
4. Form. Oral, facsimile, telephonic, electronic, or email Bids are invalid and will not be considered.

D. MODIFICATION OR WITHDRAWAL OF BID

1. After the Bid Date. A Bid may not be modified, withdrawn, or canceled by the Bidder during a ninety (90) day period following the Bid Date, and each Bidder so agrees by virtue of submitting its Bid.
2. Before the Bid Date. Prior to the Bid Date, any Bid submitted may be modified or withdrawn only by notice to the party receiving Bids at the place designated for receipt of Bids. The notice shall be in writing, with the signature of the Bidder, and shall be worded so as not to reveal the amount of the original Bid. Email notice will not be accepted. It shall be the Bidder's sole responsibility to verify that the notice has been received by the Port in time to be withdrawn before the Bid opening.
3. Resubmittal. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids, provided that they are then fully in conformance with these Instructions to Bidders.
4. Bid Security with Resubmission. Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

E. COMMUNICATIONS

1. Communications from a Bidder related to these Instructions to Bidders must be in writing to procurement@portoftacoma.com. Communications, including but not limited to, notices and requests by Sub-Bidders shall be made through the Bidder and not directly by a Sub-Bidder to the Port.

1.05 CONSIDERATION OF BIDS

- A. OPENING OF BIDS. Unless stated otherwise in the Advertisement or Invitation to Bid or an Addendum, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and any Alternate Bids will promptly (and generally within twenty-four (24) hours) be made available to Bidders and other interested parties.
- B. REJECTION OF BIDS. The Port shall have the right, but not the obligation, to reject any or all Bids for any reason, or for no reason, to reject a Bid not accompanied by the required Bid security, or to reject a Bid which is in any way incomplete or irregular.
- C. BIDDING MISTAKES. The Port will not be obligated to consider notice of claimed Bid mistakes received more than twenty-four (24) hours after the Bid Date. In accordance with Washington law, a low Bidder that claims error and fails to enter into the Contract is prohibited from Bidding on the Project if a subsequent call for Bids is made for the Project.

D. ACCEPTANCE OF BID (AWARD)

1. Intent to Accept. The Port intends, but is not bound, to Award a Contract to the Responsible Bidder with the lowest responsive Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Port has the right to waive any informality or irregularity in any Bid(s) received and to accept the Bid which, in its judgment, is in its own best interests.
2. Requirements for Award. Before the Award, the lowest responsive Bidder must be deemed Responsible by the Port and must satisfy all Award Requirements.

E. BID PROTEST PROCEDURES

1. Procedure. A Bidder protesting, for any reason, the Bidding Documents, a Bidding procedure, the Port's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to, a finding of non-Responsibility, the Award of the Contract or any other aspect arising from, or relating in any way to, the Bidding, shall cause a written protest to be filed with the Port within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to procurement@portoftacoma.com.
2. Consideration. Upon receipt of the written protest, the Port will consider the protest. The Port may, within three (3) business days of the Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Port, the Contracts Director of the Port, or his or her designee, will review the issues and promptly furnish a final and binding written decision to the protesting Bidder, and any other affected Bidder(s), within six (6) business days of the Port's receipt of the protest. (If more than one (1) protest is filed, the Port's decision will be provided within six (6) business days of the Port's receipt of the last protest.) If no reply is received from the Port during the six (6) business-day period, the protest will be deemed rejected.
3. Waiver. Failure to comply with these protest procedures will render a protest waived.
4. Condition Precedent. Timely and proper compliance with, and exhaustion of, these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

1.06 POST BID INFORMATION

A. THE LOWEST RESPONSIVE BIDDER SHALL:

1. Responsibility Detail Form. Within 24 hours of the Low Responsive Bidder Selection Notification, the apparent low Bidder shall submit to the Port the Responsibility Detail Form and other required documents (Section 00 45 13) executed by an authorized company officer. As requested from the Port, the low responsive Bidder shall provide written confirmation that the person signing the Bid on behalf of the Bidder was duly authorized at the time of bid, a detailed breakdown of the Bid in a form acceptable to the Port, and other information required by the Port.
2. The apparent low Bidder shall submit to the Port upon request:

- a. Additional information regarding the use of the Bidder's own forces and the use of subcontractors and suppliers;
 - b. The names of the persons or entities (including a designation of the Work to be performed with the Bidder's own forces, and the names of those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work (i.e., either a listed Sub-Bidder or a Sub-Bidder performing Work valued at least ten (10) percent of the Base Bid), consistent with the listing required with the Bid; and
 - c. The proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work.
3. Failure to provide any of the above information in a timely manner will constitute an event of breach permitting forfeiture of the Bid security.
 4. Bidder Responsibility. The Bidder will be required to establish, to the satisfaction of the Port, the reliability and responsibility of itself and the persons or entities proposed to furnish and perform the Work described in the Bidding Documents. If requested, the Bidder shall meet with the Port to discuss the Bid, including any pricing, the Bid components, and any assumptions made by the Bidder.
 5. Objection. Prior to an Award of the Contract, the Port will notify the Bidder in writing if the Port, after due investigation, has reasonable objection to the Bidder or a person or entity proposed by the Bidder. Upon receiving such objection, the Bidder may, at Bidder's option: (a) withdraw their Bid, (b) submit an acceptable substitute person or entity with no change in the Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there is a cost to the Bidder occasioned by such substitution, or (c) file a protest in accordance with the Bidding Documents.
 6. Change. Persons and entities proposed by the Bidder to whom the Port has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed, except with the written consent of the Port.
 7. Right to Terminate. The Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. If a Bidder makes a material misrepresentation on a Qualification Statement, the Port has the right to terminate the Contract for cause and may then pursue any remedies that exist under the Contract or that are otherwise available.

B. INFORMATION FROM OTHER BIDDERS: All other Bidders designated by the Port as under consideration for Award of a Contract shall also provide a properly executed Qualification Statement, if so requested by the Port.

1.07 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND, AND INSURANCE

- A. BOND REQUIREMENTS. Within fifteen (15) days after the Port's Notice of Award of the Contract, the successful Bidder shall obtain and furnish statutory bonds pursuant to RCW 39.08 covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the form and amount prescribed in the Contract Documents. Bonds shall be written for one hundred (100) percent of the contract award amount, plus Washington State Sales Tax and Change Orders. The cost of such bonds shall be included in the Base Bid.
 1. On contracts of one hundred fifty thousand dollars (\$150,000) or less, at the option of the Contractor or the General Contractor/Construction Manager as defined in RCW 39.10.210, the Port may, in lieu of the bond, retain ten (10) percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from

the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under RCW 60.28, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.

2. On contracts of one hundred fifty thousand dollars (\$150,000) or less, the Port may accept a full payment and performance bond from an individual surety or sureties.
- B. TIME OF DELIVERY AND FORM OF BONDS. The successful Bidder shall deliver an original copy of the required bonds to the Port, 1 Sitcum Plaza, Tacoma, WA 98421, within the time specified in the Contract Documents.
 - C. INSURANCE. The successful Bidder shall deliver a certificate of insurance from the Bidder's insurance company that meets or exceeds all requirements of the Contract Documents.
 - D. GOVERNMENTAL REQUIREMENTS. Notwithstanding anything in the Bidding or Contract Documents to the contrary, the Bidder shall provide all bonding, insurance, and permit documentation as required by governmental authorities having jurisdiction for any portions of the Project.

1.08 FORM OF AGREEMENT

- A. FORM TO BE USED. The Contract for the Work will be written on the form(s) contained in the Bidding Documents, including any General, Supplemental, or Special Conditions, and the other Contract Documents included with the project manual.
- B. CONFLICTS. In case of conflict between the provisions of these Instructions and any other Bidding Document, these Instructions shall govern. In case of conflict between the provisions of the Bidding Documents and the Contract Documents, the Contract Documents shall govern.
- C. CONTRACT DELIVERY. Within fifteen (15) days after Notice of Award, the Bidder shall submit a signed Contract to the Port in the form tendered to the Bidder and without modification.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for substitutions.

1.02 DEFINITIONS/CLARIFICATIONS

- A. Substitutions. Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- B. The Contract Documents include performance specifications for products and equipment which meet Project requirements. In those cases where a representative item or manufacturer is named in the specification, it is provided for the sole purpose of identifying a product meeting the required functional performance, and where the words "or equal" are used, a substitution request as further described, is not required.
- C. Where non-competitive or sole source products or manufacturers are explicitly specified with the words "or approved equal," "Engineer approved equal," or "as approved by the Engineer" are used, they shall be taken to mean "or approved equal." In these cases a substitution request as further described in this Section, is required.

1.03 SUBMITTALS

- A. Substitution Request Form. Use copy of form located at the end of this Section.
- B. Pre-Bid Substitution Requests. Submit one (1) PDF of the Substitution Request Form along with all supporting documentation for consideration of each request. Identify product, fabrication, or installation method to be replaced. Include Drawing numbers and titles. Substitution requests prior to the Bid Date may originate directly from a prime Bidder, or from a prospective Sub-Bidder.
 - 1. Documentation. Show compliance with requirements for substitutions with the following, as applicable:
 - a. Statement indicating why specified product, fabrication, or installation cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.
 - c. Product Data, including drawings and descriptions of products, fabrication, and installation procedures.
 - d. Samples, where applicable or requested.
 - e. Certificates and qualification data, where applicable or requested.
 - f. Research reports evidencing compliance with building code in effect for the Project.
 - 2. Engineer's Action. Engineer will review substitution requests if received electronically to procurement@portoftacoma.com at least seven (7) days prior to the Bid Date. Substitution requests received after this time will not be reviewed.
 - a. Forms of Acceptance. Substitution requests will be formally accepted via written addendum prior to the Bid Date. Bidders shall not rely upon approvals made in any other manner.
 - b. Use product originally specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

- c. The Port's decision of approval or disapproval of a proposed substitution shall be final.
- C. Post-Award Substitution Requests must be submitted by the Contractor and not a Subcontractor nor Supplier.
1. Documentation. Show compliance with requirements for substitutions with the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification Section. Significant qualities may include, but are not limited to, attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses. Also provide names and addresses of the applicable architect, engineer, and owner.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for the Project.
 - j. Comparison of the approved Baseline Project Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 2. Engineer's Action. If necessary, Engineer will request additional information or documentation for evaluation within seven (7) calendar days of receipt of a request for substitution. Engineer will notify Contractor through Port of acceptance or rejection of proposed substitution within fifteen (15) calendar days of receipt of request, or seven (7) calendar days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance. Change Order or Minor Change in Work.

- b. Use product originally specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.
3. Substitutions for Cause. Submit requests for substitution immediately upon discovery of need for change, but not later than fourteen (14) days prior to date required for preparation and review of related submittals.
 - a. Conditions. Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
 - 1) Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 2) Requested substitution will not adversely affect the Baseline Project Schedule.
 - 3) Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 4) Requested substitution is compatible with other portions of the Work.
 - 5) Requested substitution has been coordinated with other portions of the Work.
 - 6) Requested substitution provides specified warranty.
 - 7) If requested substitution involves more than one (1) contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
 4. Substitutions for Convenience. Engineer will consider Contractor's requests for substitution if received within fourteen (14) days after the Notice of Award.
 - a. Conditions. Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
 - 1) Requested substitution offers Port a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Port must assume. Port's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Port, and similar considerations.
 - 2) Requested substitution does not require extensive revisions to the Contract Documents.
 - 3) Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4) Requested substitution will not adversely affect the Baseline Project Schedule.
 - 5) Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 6) Requested substitution is compatible with other portions of the Work.
 - 7) Requested substitution has been coordinated with other portions of the Work.
 - 8) Requested substitution provides specified warranty.
 - 9) If requested substitution involves more than one (1) contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors

involved.

D. Substitutions will not be considered when:

1. Indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with this Section.
2. Acceptance will require substantial revision of Contract Documents or other items of the Work.
3. Submittal for substitution request does not include point-by-point comparison of proposed substitution with specified product.

1.04 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

PROJECT TITLE: Maintenance Dredging at Piers 3 & 4 and Washington United Terminals
PROJECT NO.: 201114.01 and 201114.02

SUBMITTED BY: _____ CONTRACT NO.: 071540
PRIME/SUB/SUPPLIER: _____ DATE: _____

Specification Title: _____ Section No.: _____
Description: _____ Paragraph: _____
Page No.: _____

Proposed Substitution: _____
Trade Name: _____ Model No.: _____
Manufacturer: _____
Address: _____ Phone No.: _____
Installer: _____
Address: _____ Phone No.: _____
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 _____

Supporting Data Attached:
 Drawings Product Data Samples Tests Reports Other: _____

Applicable to Substitution Requests During Construction:
Proposed to Port for accepting substitution: \$ _____
Proposed substitution changes Contract Time: No Yes [Add] [Deduct] _____ # days.

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 Baseline Project 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

- Approved Substitution
- Approved 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 this Specification Section. If during construction, prepare Change Order.
- Substitution Approved as Noted - Make submittals in accordance with this Specification Section. If during construction, prepare Change Order.
- Substitution Rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 HAZARDOUS MATERIALS NOTICE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

BIDDER'S NAME: _____

PROJECT TITLE: MAINTENANCE DREDGING AT PIERS 3 & 4 AND WASHINGTON UNITED TERMINALS

The undersigned Bidder declares that it has read the Contract Documents (including documents provided by reference), understands the conditions under which the Work will be performed, has examined the Project site, and has determined for itself all situations affecting the Work herein Bid upon. Bidder proposes and agrees, if this Bid 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, and that the Bidder will complete the Work within the time stated, and that Bidder will accept in full the lump sum or unit price(s) set forth below:

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE (QTY. x UNIT PRICE)
1	Mobilization and Demobilization	1	LS		
2	Project Administration -Piers 3 & 4	1	LS		
3	Field Engineering - Piers 3 & 4	1	LS		
4	Dredging - Piers 3 & 4	7,500	CY		
5	Project Administration - WUT	1	LS		
6	Field Engineering - WUT	1	LS		
7	Dredging - WUT	18,300	CY		
8	Dredge Debris Allowance	1	LS	\$1,000	\$1,000

TOTAL BID AMOUNT	
10.3% WASHINGTON STATE SALES TAX (WSST) ON BASE BID SUBTOTAL	
BID TOTAL (WITH WSST)	

Note: Show prices in figures only.

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

Non-Collusion Representation. The Bidder declares under penalty of perjury that the Bid submitted is 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 represents that the Bidder has not directly or indirectly induced or solicited any other bidder to submit a sham bid, or encouraged any other person or corporation to refrain from bidding; and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other bidder or bidders.

RCW 39.04.350 Certification. The Bidder represents and certifies, under penalty of perjury, that within the three- (3-) year period immediately preceding the Bid Date, the Bidder has not been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries, nor 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 Chapters 49.46, 49.48, nor 49.52 RCW.

Addenda. Bidder acknowledges receipt and acceptance of all Addenda through No. ____ (Identify Last Addenda By Number)

Bid Security. A certified check, cashier's check, or other obligation of a bank, or a bid bond in substantially the form set forth in Section 00 43 13, Bid Security Form for at least five (5) percent of the Base Bid Subtotal, shall be submitted with this Bid.

_____ Name of Firm	_____ Date
_____ Signature	_____ By Title
_____ Mailing Address	_____ City, State Zip Code
_____ Telephone Number	_____ Email Address
_____ WA State Contractor's License No.	_____ Employment Security Department No.

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

END OF SECTION

KNOW ALL MEN BY THESE PRESENTS:

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

The condition of this obligation is such that if the Obligee shall make any award to the Principal for _____, according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for 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 _____, 20__

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 Tacoma, 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.

END OF SECTION

THIS IS NOT TO BE SUBMITTED WITH A BID.

THE LOW RESPONSIVE BIDDER SHALL BE REQUIRED TO COMPLETE THIS RESPONSIBILITY DETAIL FORM AS SPECIFIED IN SECTION 00 21 00 - INSTRUCTIONS TO BIDDERS. **THIS COMPLETED RESPONSIBILITY DETAIL FORM SHALL BE SUBMITTED ELECTRONICALLY (PDF) VIA EMAIL TO THE CONTACT(S) IDENTIFIED IN THE LOW RESPONSIVE BIDDER SELECTION NOTIFICATION.**

BIDDER'S COMPANY NAME: _____

For the below Mandatory Bidder Responsibility Criteria, please mark the appropriate choice.

1.01 MANDATORY BIDDER RESPONSIBILITY CRITERIA

A. The Bidder shall meet the following mandatory responsibility criteria as described in RCW 39.04.350(1). The Bidder shall be rejected as not responsible if any answer to questions 1 through 5 is "No" or any answer to questions 6 through 8 is "Yes."

1. Does the Bidder have a Certificate of Registration in compliance with RCW 18.27?
 Yes No
2. Does the Bidder have a current Washington State Unified Business Identifier number?
 Yes No
3. Does the Bidder have Industrial Insurance Coverage for the Bidder's employees working in Washington State as required in RCW 51?
 Yes No
4. Does the Bidder have an Employment Security Department number as required in RCW 50?

**Attach letter dated within six (6) months of Bid Date.*

**Request a letter electronically by clicking on the following link <https://fortress.wa.gov/esd/twt/pwcinternet/> or by emailing a request to publicworks@esd.wa.gov.*

 Yes No
5. Does the Bidder have a Washington State Excise Tax Registration number as required in RCW 82?
 Yes No
6. Has the Bidder been disqualified from bidding on any public works project under RCW 39.06.010 or 39.12.065(3)?
 Yes No
7. Has the Bidder violated RCW 39.04.370 more than one (1) time as determined by the Washington State Department of Labor and Industries?
 Yes No

8. Has the Bidder ever been found to be out of compliance with Apprenticeship Utilization requirements of RCW 39.04.320?
 Yes No
9. Has the Bidder ever been found to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW within the three- (3-) year period immediately preceding the date of this bid solicitation?
 Yes No
10. Has the Bidder completed the training required by RCW 39.04.350, or is the Bidder on the list of exempt businesses maintained by the Department of Labor and Industries?
 Yes No

If any answer to questions 1 through 5 is "No" or any answer to questions 6 through 8 is "Yes" - **STOP HERE** and contact the Contract Administrator. The Bidder is not responsible for this Work. Otherwise proceed to 1.02. **Provide attached to this completed form documentation to confirm responsibility criteria.**

For remaining criteria below, check or fill-out the appropriate item. Based upon the answer provided by the Bidder, the Port may request additional information or seek further explanation. As needed, provide backup documentation for any explanations listed below.

1.02 CONTRACT AND REGULATORY HISTORY

- A. The Port will evaluate whether the Bidder's contract and regulatory history demonstrates an acceptable record of past project performance and consistent responsibility. The Bidder shall answer the following questions. The Bidder may be rejected as not responsible if any answer to questions 1 through 5 below is "Yes."

1. Has the Bidder had a contract terminated for cause or default in the last five (5) years?
 Yes, **If YES, explain below.** No

2. Has the Bidder required a Surety to take over all, or a portion of, a project to cure or respond to an asserted default or material breach of contract on the part of the Bidder on any public works project in the last five (5) years?
 Yes, **If YES, explain below.** No

3. Have the Bidder and major Sub-Bidders been in bankruptcy, reorganization, and/or receivership on any public works project in the last five (5) years?
 Yes, **If YES, explain below.** No

4. Have the Bidder and major Sub-Bidders been disqualified by any state or local agency from being awarded and/or participating on any public works project in the last five (5) years?

- Yes, **If YES, explain below.** No

5. Are the Bidder and major Sub-Bidders currently a party to a formal dispute resolution process with the Port (i.e., a pending mediation, arbitration, or litigation)?

- Yes, **If YES, explain below.** No

1.03 ACCIDENT/INJURY EXPERIENCE

- A. The Port will evaluate the Bidder’s accident/injury Experience Modification Factor (“EMF”) from the Washington State Department of Labor and Industries to assess whether the Bidder has an acceptable safety record preventing personal injuries on projects.
- B. List the Bidder’s accident/injury EMF for the last five (5) years. An experience factor is calculated annually by the Washington State Department of Labor and Industries.

Year	Effective Year	Experience Factor
1		
2		
3		
4		
5		

If the Bidder has received an EMF of greater than 1.0 for any year, explain the cause(s) of the designation and what remedial steps were taken to correct the EMF. The Bidder may be rejected as not responsible if the Bidder’s EMF is greater than 1.0 and sufficient remedial steps have not been implemented.

1.04 WORK PERFORMED BY BIDDER

- A. The Bidder shall state the amount of the Work, as an equivalent to the Base Bid, excluding taxes, insurance, and bonding, the Bidder will execute with its own forces.
 _____ %

1.05 ADDITIONAL CONTRACTOR INFORMATION

- A. As part of completing this Responsibility Detail Form, **submit the following information with the completed Responsibility Detail Form:**
 - 1. Bidder’s recent job resume, including a list of similar projects performed and contact information for the similar project owner(s), a brief description of work, start and end dates, and contract amount.
 - 2. Resumes of Bidder’s proposed project manager and job superintendent.
- B. The Bidder’s failure to provide the required project information may result in a determination of the Bidder being declared non-responsible by the Port.

- C. The Bidder shall submit this completed, **SIGNED** Responsibility Detail Form electronically (PDF), with all requested backup documentation, via email to the contact(s) noted on the Low Responsive Bidder Selection Notification.
- D. The Bidder and its subcontractors to verify that its subcontractors at each tier meet the responsibility criteria as required by RCW 39.06.020 and 39.04.350.
 - 1. Bidder shall verify major subcontractors meet the responsibility criteria required. Fill out one Port of Tacoma Public Works Project Bidder Evaluation Checklist for Subcontractors for each major subcontractor and submit to the Port with this form. Backup documentation is not required to be submitted.

PROJECT: Maintenance Dredging at Piers 3 & 4 and Washington United Terminals

PROJECT NO.: 201114.01 and 201114.02

CONTRACT NO.: 071540

Responsibility Certification Form

The Low responsive Bidder shall complete the Responsibility Detail Form, attach all documentation, and submit to the Port within twenty-four (24) hours following receipt of the Low Responsive Bidder Selection Notification. All forms shall be submitted electronically (PDF) via email to the contact(s) listed on the Selection Notice. Note, the same project may be used to demonstrate experience across multiple categories if applicable.

By completing and signing this Responsibility Detail Form, the Bidder is certifying that the information contained within the Form, the backup documentation, and any additional information requested by the Port is true and complete. The Bidder's failure to disclose the required information or the submittal of false or misleading information may result in the rejection of the Bidder's Bid, revocation of award, or contract termination.

The information provided herein is true and complete.

Signature of Authorized Representative

Date

Print Name and Title

**PORT OF TACOMA PUBLIC WORKS PROJECT BIDDER EVALUATION CHECKLIST FOR
 SUBCONTRACTORS**

PROJECT TITLE: Maintenance Dredging at Piers 3 & 4 and Washington

United Terminals

BIDDER: _____

CONTRACT AND PROJECT NUMBER: 071540/ 201114.01 and 201114.02

This checklist shall be completed by the Bidder and its subcontractors to verify that its subcontractors at each tier meet the responsibility criteria as required by RCW 39.06.020 and RCW 39.04.350.

This checklist should be submitted to the Port of Tacoma Contracts Administrator within twenty-four (24) hours of request.

Document verification information or backup data is not to be submitted to the Port, this information should remain on file with the Contractor and be presented to the Port if requested at a later date.

Item No.	Item	Initials/Comments
1.	At the time of Bid submittal, have a certificate of registration in compliance with RCW 18.27: Check the L&I site https://fortress.wa.gov/lni/bbip/ . Verify that a subcontractor has an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87.	
2.	While reviewing registration information above, also check contractor's Employer Liability Certificate to verify workers' comp (industrial insurance) premium status – current account. Complete a "Submit Contractor Tracking Request" to be notified if the contractor fails to pay workers' comp premiums or renew their contractor registration or if their electrical contractor license is suspended or revoked within one year.	
3.	State excise tax registration number (Department of Revenue). (contractor's Washington State Unified Business Identifier and tax registration number) http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/ .	
4.	Not disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3). Check the Department of Labor and Industries http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/ .	
5.	Verify subcontractors are registered with the Washington State Employment Security Department (ESD) and have an account number. Request a letter to be sent from the subcontractor electronically by clicking on the following link https://fortress.wa.gov/esd/twt/pwcinternet/ or by emailing a request to publicworks@esd.wa.gov . Include ESD#, UBI#, and business name in the email.	

Item No.	Item	Initials/ Comments
	Certificate of Coverage letter issued/dated within the last six (6) months. Document if subcontractor confirms in writing, under penalty of perjury, that it has no employees and this requirement does not apply.	

END OF SECTION

THIS AGREEMENT is made and entered into by and between the PORT OF TACOMA, a State of Washington municipal corporation, hereinafter designated as the "Port," and:

The "Contractor" is: _____ (Legal Name)

_____ (Address)

_____ (Address 2)

_____ (Phone No.)

The "Project" is: Maintenance Dredging at Piers 3 & 4 and Washington United Terminals
_____ (Title)

201114.01 and 201114.02 | 071540 (Project/Contract No.)

1101 Port of Tacoma Rd (Project Address)

Project Location Address 2 (Project Address 2)

The "Engineer" is: Thais Howard, PE (Engineer)

Director of Engineering (Title)

thoward@portoftacoma.com (Email)

(253) 592-6706 (Phone No.)

The "Contractor's Representative" is: _____ (Representative)

_____ (Title)

_____ (Email)

_____ (Phone No.)

BACKGROUND AND REPRESENTATIONS:

The Port publicly solicited bids on the Contract Documents. The Contractor submitted a Bid to the Port on the _____ day of _____, 20__ to perform the Work.

The Contractor represents that it has the personnel, experience, qualifications, capabilities, and means to accomplish the Work in strict accordance with the Contract Documents, within the Contract Time and for the Contract Price, and that it and its Subcontractors satisfy the responsibility criteria set forth in the Contract Documents, including any supplemental responsibility criteria.

The Contractor further represents that it has carefully examined, and is fully familiar with, all provisions of the Contract Documents, including any Addenda, that it has fully satisfied itself as to the nature, location, difficulty, character, quality, and quantity of the Work required by the Contract Documents and the conditions and other matters that may be encountered at or near the Project site(s), or that may affect performance of the Work or the cost or difficulty thereof, including all applicable safety and site responsibilities, and that it understands and can satisfy all scheduling and coordination requirements and interim milestones.

AGREEMENT:

The Port and the Contractor agree as follows:

1.0 CONTRACTOR TO FULLY PERFORM THE WORK

The Contractor shall fully execute and complete the entire Work for the Project described in the Contract Documents, except to the extent specifically indicated in the Agreement, the General Conditions of the Contract (as well as any Supplemental, Special, or other conditions included in the Project Manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.

2.0 DATE OF COMMENCEMENT

The date of commencement of the Work, which is the date from which the Contract Time is measured, shall be fixed as the date of execution of the Contract.

3.0 CONTRACT TIME AND LIQUIDATED DAMAGES

The Contractor shall achieve all interim milestones as set forth in the Contract Documents and Substantial Completion of the entire Work not later than 90 calendar days from execution of the Contract, subject to adjustments of this Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the entire Work within 30 calendar days of the date on which Substantial Completion is achieved.

Provisions for liquidated damages as a reasonable estimate of future loss, as of the date of this Agreement, are included in the Contract Documents. The parties agree that the stated liquidated damages are reasonable and not penalties individually nor cumulatively.

The liquidated damages for failure to achieve Substantial Completion by the required date shall be \$250 per calendar day. After the required Final Completion date, the liquidated damages for failure to achieve Final Completion shall be \$100 per calendar day.

Liquidated damages assessed by the Port will be deducted from monies due to the Contractor, or from monies that will become due to the Contractor. The liquidated damages, as specified and calculated herein, shall be levied, cumulatively if applicable, for each and every calendar day that Substantial Completion and/or Final Completion of the Work is delayed beyond the required completion dates, or the completion dates modified by the Port for extensions of the Contract Time.

4.0 CONTRACT PRICE

In accordance with the Contractor's Bid dated _____, the Port shall pay the Contractor in current funds for the Contractor's performance of the Contract, the Contract Price of _____ Dollars (\$_____), subject to additions and deductions as provided in the Contract Documents. State and local sales tax is not included in the Contract Price, but will be due and paid by the Port with each progress payment.

6.0 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in the Contract Documents.

This Agreement is entered into as of the day and year first written above:

CONTRACTOR

PORT OF TACOMA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Execution _____

Date:

END OF SECTION

PERFORMANCE BOND # _____

CONTRACTOR (NAME AND ADDRESS)

SURETY (NAME AND PRINCIPLE PLACE OF BUSINESS)

OWNER (NAME AND ADDRESS)

AGENT OR BROKER (FOR INFORMATION ONLY)

PORT OF TACOMA
P.O. BOX 1837
TACOMA, WA 98401-1837

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the Port of Tacoma as Obligee, hereinafter called the Port, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS:

Contractor shall execute an agreement with the Port for Maintenance Dredging at Piers 3 & 4 and Washington United Terminals, Project No. 201114.01 and 201114.02/Contract No. 071540, a copy of which Contract is by reference made a part hereof (the term "Contract" as used herein to include the aforesaid agreement together with all the Contract Documents, addenda, modifications, all alterations, additions thereto, deletions therefrom, and any other document or provision incorporated into the Contract) and is hereinafter referred to as the Contract.

This bond is executed and issued pursuant to the provisions of RCW 39.08.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

FURTHER:

- A. Surety hereby waives notice of any alterations, change orders, modifications, or extensions of time made by the Port.
- B. Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the Work and/or Contract Time and the amounts payable to the Contractor. Subject to the limitations contained in (A) above, Surety agrees that no such addition, deletion, or modification, or any combination thereof, shall avoid or impair Surety's obligation hereunder.
- C. Whenever Contractor has been declared by the Port to be in default, and the Port has given Surety notice of the Port's determination of such default, Surety shall promptly (in no event more than fifteen (15) days following receipt of such notice) advise the Port of its intended action to:
 - 1. Remedy the default within fifteen (15) days following its advice to the Port as set forth above, or
 - 2. Assume within fifteen (15) days, following its advice to the Port as set forth above, completion of the Contract in accordance with the Contract Documents and become

- entitled to payment of the balance of the Contract Sum, or
3. Pay the Port upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by the Port as a result of the Contractor's default, including but not limited to, those reasonable costs and expenses incurred by the Port in its efforts to mitigate its losses, which may include, but are not limited to, attorney's fees and efforts to complete the Work prior to the Surety exercising the options available to it as set forth herein.
- D. If the Port shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment, shall pay all costs and attorney's fees incurred by the Port in enforcement of its rights hereunder. Venue for any action arising out of, or in connection with, this bond shall be in Pierce County, Washington.
- E. No right or action shall accrue on this bond to, or for the use of, any person or corporation other than the Port of Tacoma.

Signed and Sealed the _____ day of _____, 20____.

IMPORTANT: Surety companies executing bonds must have an A.M. Best Rating of "A-, FSC (6)" or higher, have an underwriting limitation of not less than the Contract Sum, and be authorized to transact business in the State of Washington.

SURETY

CONTRACTOR

Signature

Signature

Printed Name and Title

Printed Name and Title

Power of Attorney attached.

END OF SECTION

LABOR AND MATERIAL PAYMENT BOND # _____

CONTRACTOR (NAME AND ADDRESS)

SURETY (NAME AND PRINCIPLE PLACE OF BUSINESS)

OWNER (NAME AND ADDRESS)

AGENT OR BROKER (FOR INFORMATION ONLY)

PORT OF TACOMA
P.O. BOX 1837
TACOMA, WA 98401-1837

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the Port of Tacoma as Obligee, hereinafter called the Port, and all others entitled to recovery hereunder, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS:

Contractor shall execute an agreement with the Port for Maintenance Dredging at Piers 3 & 4 and Washington United Terminals, Project No. 201114.01 and 201114.02/Contract No. 071540, a copy of which Contract is by reference made a part hereof (the term "Contract" as used herein to include the aforesaid agreement together with all the Contract Documents, addenda, modifications, alterations, additions thereto, deletions therefrom, and any other document or provision incorporated into the Contract) and is hereinafter referred to as the Contract.

This bond is executed pursuant to the provisions of RCW 39.08.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly make payment to all claimants, as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract and shall indemnify and save the Port harmless from all cost and damage by reason of Contractor's default, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject to the following conditions.

- A. Surety hereby waives notice of any alterations, change orders, modifications, or extensions of time made by the Port.
- B. Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the Work and/or Contract Time and the amounts payable to the Contractor. Subject to the limitations contained in (A) above, Surety agrees that no such addition, deletion, or modification, or any combination thereof, shall avoid or impair Surety's obligation hereunder.
- C. Surety hereby agrees that every person protected under the provisions of RCW 39.08.010 who has not been paid as provided under the Contract, and pursuant to RCW 39.08.010, less any amounts withheld pursuant to statute, and less retainage withheld pursuant to RCW 60.28, after the expiration of a period of thirty (30) days after the date on which the completion of the Contract in accordance with RCW 39.08, may sue on this bond, prosecute the suit to final judgment as may be due claimant, and have execution thereon including recovery of reasonable costs and attorney's fees as provided by RCW 39.08. The Port shall not be liable for

the payment of any costs or expenses of any such suit.

- D. No suit or action shall be commenced hereunder by any claimant unless claimant shall have given the written notices to the Port, and where required, the Contractor, in accordance with RCW 39.08.030.
- E. The amount of this bond shall be reduced by, and to the extent of, any payment or payments made in good faith hereunder, inclusive of the payment by Surety of claims which may be properly filed in accordance with RCW 39.08 whether or not suit is commenced under and against this bond.
- F. If any Claimant shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment and attorney fees as provided by RCW 39.08.030, shall also pay such costs and attorney fees as may be incurred by the Port as a result of such suit. Venue for any action arising out of, or in connection with, this bond shall be in Pierce County, Washington.

Signed and Sealed the _____ day of _____, 20____.

IMPORTANT: Surety companies executing bonds must have an A.M. Best Rating of "A-, FSC (6)" or higher, have an underwriting limitation of not less than the Contract Sum, and be authorized to transact business in the State of Washington.

SURETY

CONTRACTOR

Signature

Signature

Printed Name and Title

Printed Name and Title

Power of Attorney attached.

END OF SECTION

BOND NO.: _____

PROJECT TITLE: Maintenance Dredging at Piers 3 & 4 and
Washington United Terminals

PROJECT NO.: 201114.01 and 201114.02

CONTRACT NO.: 071540

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 five (5) percent of any increases in the Contract Price 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. 071540 with the Port for Maintenance Dredging at Piers 3 & 4 and Washington United Terminals,
Project No. 201114.01 and 201114.02.

WHEREAS, said Contract and RCW 60.28 require the Port to withhold from the Principal the sum of five
(5) percent 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 RCW 60.28.

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 RCW 60.28. 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 RCW 60.28, 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 RCW 60.28 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 _____, 20____.

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 (6)" or higher, and be authorized to transact business in the State of Washington.

END OF SECTION

To: Bank Name, Address, Phone _____ Escrow Account No.: _____
_____ Contract No.: 071540
_____ Project No.: 201114.01 and 201114.02
_____ Project Title: Maintenance Dredging at Piers 3 & 4 and
Washington United Terminals

Agency: Port of Tacoma
PO Box 1837
Tacoma, WA 98401-1837

This Retainage Escrow Agreement (the "Agreement") is made and entered into as of _____, 20____, by and among _____ ("Contractor"), with an address of _____, the Port of Tacoma (the "Port") and _____ ("Bank").

Contractor has directed the Port to deliver to Bank its retainage warrants or checks, which shall be payable to Bank and the Contractor jointly. Such warrants or checks are to be held in a restricted deposit account as described above (the "Pledged Account") and disbursed by Bank only in accordance with this Agreement and Chapter 60.28 RCW, and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Port shall deliver to Bank from time to time checks or warrants payable jointly to Bank and the Contractor. Bank is hereby authorized by the Contractor to endorse in the Contractor's name any such check or warrant so that Bank may receive the proceeds thereof and invest the same and deposit such proceeds into the Pledged Account. The power of endorsement hereby granted to Bank by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this Agreement. Although Bank may be a payee named in such warrants or checks as shall be delivered to Bank, Bank's duties and responsibilities with respect to the same shall be only those duties and responsibilities that a depository bank would have pursuant to a control agreement among the Bank, the Port, and Contractor, as such agreement may exist in a form satisfactory to the Port and Article 4 of the Uniform Commercial Code of the State of Washington, as amended, for an item deposited with Bank for collection. For the purpose of each such purchase, Bank may follow the last written direction received by Bank from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. Below is a list of such bonds and other securities approved by the Port (the "Securities"). Other securities, except stocks, may be selected by the Contractor, subject to the express prior written approval of the Port, in its sole and absolute discretion. Purchase of such Securities shall be in a form which shall allow the Bank alone to reconvert such Securities into money if Bank is required to do so by the Administrator as provided in Paragraph 5 of this Agreement. The investments selected by the Contractor, as approved by the Port and purchased by Bank, must mature on or prior to the completion date of the contract between the Contractor and the Port, including extensions thereof (the "Contract").
2. As security for the completion of the Project and satisfaction of the Contract, Contractor hereby pledges, assigns, hypothecates, and transfers to the Port, the Pledged Assets (as defined below) and

grants to the Port a security interest under the Uniform Commercial Code of the State of Washington, as amended, in and to the Pledged Assets. This Agreement creates and grants a valid, perfected first priority lien on the Pledged Assets, enforceable as such against all creditors of Contractor. Contractor covenants and agrees with the Port that it will not (a) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Assets, (b) create, incur, or permit to exist any lien or option in favor of, or any claim of any person with respect to, any of the Pledged Assets, or any interest therein, except for the lien provided for by this Agreement, (c) withdraw any money, securities or property from the Pledged Account, except as provided herein, or (d) attempt to modify or terminate Contractor's the agreement under which the Pledged Account was established.

Contractor will defend the right, title, and security interest of the Port in and to the Pledged Assets against the claims and demands of all persons. "Pledged Assets" means the Pledged Account, now or hereafter constituted, including (i) all credit balances or other money now or hereafter credited to the Pledged Account; (ii) all money, certificated and uncertificated securities, commodities contracts, instruments, documents, general intangibles, financial assets or other investment property now or hereafter in, or distributed from, the Pledged Account; (iii) all income, products and proceeds of the sale, exchange, redemption or exercise of the foregoing, whenever occurring, whether as dividends, interest payments or other distributions of cash or property, including, without limitation, proceeds in the nature of accounts, general intangibles, and insurance proceeds; (iv) any rights incidental to the ownership of the foregoing, such as voting, conversion and registration rights and rights of recovery for securities violations; and (v) all books and records pertaining to the foregoing.

3. When an interest on the Securities accrues and is paid, Bank shall collect such interest and forward it to the Contractor at the address designated below unless otherwise directed in writing by the Contractor.
4. Bank is not authorized to deliver to the Contractor all or any part of the Securities (or any monies derived from the sale of such Securities, or the negotiation of the Port's warrants or checks) except in accordance with Chapter 60.28 RCW based on written instructions from the Senior Contract Administrator for the Port (the "Administrator"). The Administrator shall inform the Bank and keep the Bank informed in writing of the name of the person or persons with authority to give the Bank such written instructions. Compliance with such instructions shall relieve Bank of any further liability related thereto. The estimated completion date on the Contract underlying this Agreement is _____ . Upon request by Bank, the Port shall advise Bank in writing of any material change in the estimated Contract completion date. If such estimated completion date is changed, Bank is authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.
5. In the event the Administrator orders Bank to do so in writing, and notwithstanding any other provisions of this Agreement, Bank shall, within ten (10) days of receipt of such order, reconvert into money the Securities and return such money together with any other monies, including accrued interest on such Securities 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.
6. The Contractor agrees to pay Bank as compensation for Bank's 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 Bank or held by Bank pursuant to this

Agreement until and unless the Port directs the release thereof to the Contractor, whereupon Bank shall be granted a first lien upon such property released and shall be entitled to reimburse Bank from such property for the entire amount of Bank's fees as provided for hereinabove. In the event that Bank is made a party to any litigation with respect to the checks, moneys, Securities, or other property held by Bank hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that Bank is 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, Bank 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.

7. Should Bank at any time and for any reason desire to be relieved of Bank's obligation as escrow holder hereunder, Bank shall give written notice to the Port and the Contractor. The Port and Contractor shall, within twenty (20) days of the receipt of such notice, jointly appoint a successor escrow holder and instruct Bank to deliver all securities and funds held hereunder to said successor. If Bank is not notified of the appointment of the successor escrow holder within twenty (20) days, Bank may return the subject matter hereof to the Port, and upon so doing, it absolves Bank from all further charges and obligations in connection with this Agreement.
8. Any one or more of the following events constitutes an Event of Default ("Event of Default") under this Agreement: (i) Contractor breaches the Contract; (ii) Contractor fails to perform any covenant or obligation under this Agreement; (iii) Contractor shall file a voluntary petition in bankruptcy or such a petition shall be filed against Contractor; and (iv) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Contractor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors.
9. Upon the occurrence of an Event of Default, the Port may exercise, in addition to all other rights and remedies granted in this Agreement, all rights and remedies of a secured party under the Uniform Commercial Code of the State of Washington, as amended. Without limiting the generality of the foregoing, the Port, without demand of performance or other demand, presentment, protest, advertisement, or notice of any kind (except any notice required by law, this Agreement) to or upon Contractor or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived to the extent not prohibited by law), may, upon the occurrence of an Event of Default, collect, receive, appropriate, and realize upon the Pledged Assets, or any part thereof, and/or may forthwith withdraw from the Pledged Account, sell, assign, give option or options to purchase or otherwise dispose of and deliver the Pledged Assets or any part thereof (or contract to do any of the foregoing).
10. This Agreement shall not be binding until executed by the Contractor and the Port and accepted by Bank.
11. This instrument contains the entire agreement between Bank, the Contractor, and the Port with respect to this Agreement and Bank is not a party to nor bound by any instrument or agreement other than this; Bank shall not be required to take notice or demand nor be required to take any action whatever, except as herein expressly provided; Bank shall not be liable for any loss or damage not caused by Bank's own negligence or willful misconduct.

- 12. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.
- 13. This Agreement is subject to the laws of the State of Washington and is to be construed in accordance therewith.
- 14. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of Washington or in the courts of the United States for the Western District of Washington, and by execution and delivery of this Agreement, Contractor consents, for itself and in respect of its property, to the nonexclusive jurisdiction of those courts. Contractor irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or any document related hereto.
- 15. The Contractor's Federal Income Tax Identification number is _____.

The undersigned have read and hereby approve this Agreement on the date first set forth above.

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: _____ Name: _____
(Signature of Authorized Bank Officer) 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 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 4 – Signature, typed/printed name, date, and the title of the Contractor Signatory
4. Page 4 – Signature, typed/printed name, date, and the title of the Authorized Bank Officer signatory

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

END OF SECTION

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ARTICLE 1 - THE CONTRACT DOCUMENTS

1.01 GENERAL

- A. Contract Documents form the Contract. The Contract Documents are enumerated in the Agreement between the Port and Contractor ("Agreement"). Together, the Contract Documents form the Contract. The Contract represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only in writing and only as set forth in the Contract Documents.
- B. Headings only for convenience. The titles or headings of the sections, divisions, parts, articles, paragraphs, and subparagraphs of the Contract Documents are intended only for convenience.

1.02 DEFINITIONS

- A. "Contract Documents" proposed for the Work consist of the Agreement, the General Conditions of the Contract (as well as any Supplemental, Special, or other conditions included in the Project Manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.
- B. "Contractor" means the person or entity contracting to perform the Work under these Contract Documents. The term Contractor includes the Contractor's authorized representative for purposes of identifying obligations and responsibilities under the Contract Documents, including the ability to receive notice and direction from the Port.
- C. "Day" means a calendar day unless otherwise specifically designated.
- D. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, including plans, elevations, sections, details, and diagrams.
- E. "Engineer" is the Port employee generally tasked with administering the Project on the Port's behalf and the person with overall responsibility for managing, for the Port, the Project scope, budget, and schedule. To the extent empowered, the Engineer may delegate to others at the Port (such as a Project Manager or Inspector) the responsibility for performing delegated responsibilities of the Engineer's under this Contract.
- F. "Port" means the Port of Tacoma. The Port will designate in writing a representative (usually the Engineer) who shall have the authority to act on the Port's behalf related to the Project. The "Port" does not include staff, maintenance, or safety workers, or other Port employees or consultants that may contact the Contractor or be present at the Project site.
- G. "Project" is identified in the Agreement and is the total construction to be performed by or through the Port, of which the Work performed under the Contract Documents may be only a part.
- H. "Specifications" are those portions of the Contract Documents that specify the written requirements for materials, equipment, systems, standards, and workmanship for the Work and for the performance of related services.
- I. "Subcontractor" means a person or entity that contracts directly with the Contractor to perform any Work under the Contract Documents. "Subcontractor of any tier" includes Subcontractors as well as any other person or entity, including suppliers, that contracts with a Subcontractor or a lower-tier Subcontractor (also referred to as "Sub-subcontractors") to perform any of the Work.
- J. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, tools, equipment, materials, services,

and incidentals necessary to complete all obligations under the Contract Documents. The Work may constitute only a part of the Project, and may interface and need to be coordinated with the work of others.

1.03 INTENT OF THE CONTRACT DOCUMENTS

- A. Intent of Contract Documents. The intent of the Contract Documents is to describe the complete Work and to include all items and information necessary for the proper execution and completion of the Work by the Contractor.
- B. Contract Documents are complementary. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- C. No third party contract rights. The Contract Documents shall not create a contractual relationship of any kind (1) between the Port and a Subcontractor of any tier (although the Port does not waive any third-party beneficiary rights it may otherwise have as to Subcontractors of any tier), (2) between the Contractor and the Engineer or other Port employees or consultants, or (3) between any persons or entities other than the Port and Contractor.

1.04 CORRELATION OF THE CONTRACT DOCUMENTS

- A. Precedence. In the event of a conflict or discrepancy between or among the Contract Documents, the conflict or discrepancy will be resolved by the following order of precedence: with an addendum or Change Order having precedence over an earlier document, and computed dimensions having precedence over scaled dimensions, and large scale drawings take precedence over small scale drawings:
 - 1. The signed Agreement
 - a. Supplemental Conditions
 - b. Division 00 General Conditions
 - c. Division 01 General Requirements of Specifications
 - d. All other Specifications, including all remaining divisions, material and system schedules and attachments, and Drawings
 - e. All other sections in Division 00 not specifically identified herein by Section
- B. Inconsistency between or among Contract Documents. If there is any inconsistency between the Drawings, schedules, or Specifications, or any attachments, the Contractor will make an inquiry to the Engineer to determine how to proceed, and, unless otherwise directed, the Contractor will provide the better quality or greater quantity of any work or materials, as reasonably interpreted by the Port, at no change in the Contract Sum or Contract Time. Thus, if Work is shown on Drawings, but not contained in Specifications or schedules, or contained in Specifications or schedules, but not shown on the Drawings, the Work as shown or contained will be provided at no change in the Contract Sum or Contract Time, according to Specifications or Drawings to be issued by the Port.
- C. Inconsistency with law. 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 in the event of any conflict between such laws, the most stringent requirements govern.
- D. Organization of Contract Documents. The organization of the Specifications and Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the

extent of the Work to be performed. The Port assumes no responsibility for the division and proper coordination of Work between particular Subcontractors.

- E. Bid quantities are estimates only. Any “bid quantities” set forth in the Contract Documents are estimates only. The Port does not warrant that the actual amount of Work will correspond to any estimates. The basis of payment will be the actual quantities performed in accordance with the Contract Documents.

1.05 OWNERSHIP OF THE CONTRACT DOCUMENTS

- A. Port owns all Contract Documents. All Drawings, Specifications, and other Contract Documents furnished to the Contractor are Port property, and the Port retains all intellectual property rights, including copyrights. The Contract Documents are to be used only with respect to the Project.

ARTICLE 2 - PORT OF TACOMA

2.01 AUTHORITY OF THE ENGINEER

- A. Engineer will be Port’s representative. The Engineer or the Engineer’s designee will be the Port’s representative during the Project and will administer the Project on the Port’s behalf.
- B. Engineer may enforce all obligations. The Engineer has the authority to enforce all requirements imposed on the Contractor by the Contract Documents.
- C. Only Engineer is agent of Port. Other than the Engineer, no other Port employee or consultant is an agent of the Port, and none are authorized to agree on behalf of the Port to changes in the Contract Sum or Contract Time, nor to waive provisions of the Contract Documents, nor to direct the Contractor to take actions that change the Contract Sum or Contract Time, nor to accept notice of protests or claims on behalf of the Port.

2.02 ADMINISTRATION OF THE CONTRACT

- A. Port will administer Contract. The Port will provide administration of the Contract through the Engineer or the Engineer’s designee. All communications with the Port or its consultants related to the Contract will be through the designated representative.
- B. Port not responsible for means and methods. The Port is not responsible for, and will have no control or charge of, the means, methods, techniques, sequences, or procedures of construction, or for safety precautions or programs incidental thereto, because these are the sole responsibility of the Contractor. If the Port makes any suggestion of means, methods, techniques, sequences, or procedures, the Contractor will exercise its independent judgment in deciding whether to adopt the suggestion, except as otherwise provided in the Contract Documents.
- C. Port not responsible for acts or omissions of Contractor or Subcontractors. The Port is not responsible for, and will have no control or charge of, the acts or omissions of the Contractor, Subcontractors of any tier, suppliers, or any of their agents or employees, or any other persons performing a portion of the Work.
- D. Port not responsible for the Work. The Port is not responsible for the Contractor’s failure to carry out the Work in accordance with the Contract Documents. The presence of the Engineer or others at the Project site at any time does not relieve the Contractor from its responsibility for non-conforming Work.
- E. Port will have access to the Work. The Port and its representatives will at all times have access to the Work in progress, and the Contractor will provide proper facilities for such access and for inspection.

2.03 INFORMATION PROVIDED BY THE PORT

- A. Port to furnish information with reasonable promptness. The Port shall furnish information and services required of the Port by the Contract Documents with reasonable promptness.
- B. Subsurface investigation. The Port may have undertaken a limited investigation of the soil and other subsurface conditions at the Project site for design purposes only. The results of these investigations will be available for the convenience of the Contractor, but they are not Contract Documents. There is no warranty or guarantee, express or implied, that the conditions indicated are representative of those existing at the site or that unforeseen developments may not occur. The Contractor is solely responsible for interpreting the information.

2.04 CONTRACTOR REVIEW OF PROJECT INFORMATION

- A. Contractor to familiarize itself with site and conditions of Work. Prior to executing the Contract, the Contractor shall visit the site, become generally familiar with local conditions under which the Work is to be performed, and correlate personal observations with the requirements of the Contract Documents and all information provided with the Bid Documents. By signing the Contract, the Contractor confirms that the Contract Sum is reasonable compensation for the Work; that the Contract Time is adequate; that it has carefully examined the Contract Documents and the Project site; and that it has satisfied itself as to the nature, location, and character of the Work, the labor, materials, equipment, and other items required and all other requirements of the Contract Documents. The Contractor's failure fully to acquaint itself with any such condition does not relieve the Contractor from the responsibility for performing the Work in accordance with the Contract Documents, within the Contract Time, and for the Contract Sum.
- B. Contractor to review Contract Documents. Because the Contract Documents are complementary, the Contractor will, before starting each portion of the Work, carefully study and compare the various Drawings, Specifications, and other Contract Documents, as well as all information furnished by the Port.
- C. Contractor to confirm field conditions. Before starting each portion of the Work, the Contractor shall take field measurements of and verify any existing conditions, including all Work in place, and all general reference points; shall observe any conditions at the site affecting the Contractor; and shall carefully compare field measurements, conditions and other information known to the Contractor with the Contract Documents.

2.05 PORT'S RIGHT TO REJECT, STOP, AND/OR CARRY-OUT THE WORK

- A. Port may reject Work. The Port has the authority, but not the obligation, to reject work, materials, and equipment that is defective or that otherwise does not conform to the Contract Documents, and to decide questions concerning the Contract Documents. However, the failure to so reject, or the presence of the Port at the site, shall not be construed as assurance that the Work is acceptable or being completed in compliance with the Contract Documents.
- B. Port may stop Work. If the Contractor fails to correct Work that does not comply with the requirements of the Contract Documents, or repeatedly or materially fails to properly carry out the Work, the Port may issue an order to stop all or a portion of the Work until the cause for the order has been eliminated. The Port's right to stop the Work shall not impose a duty on the Port to exercise this right for the benefit of the Contractor or any third party.
- C. Port may carry-out Work. If the Contractor fails to perform the Work properly, fails to perform any provision of this Contract, or fails to maintain the Baseline Project Schedule, or if the Port reasonably concludes that the Work will not be completed in the specified manner or within the Contract Time, then the Port may, after three (3) days' written notice to the Contractor and without prejudice to any other remedy the Port may have, perform itself or have performed any

or all of the Work and may deduct the cost thereof from any payment then or later due the Contractor.

2.06 SEPARATE CONTRACTORS

- A. Port may engage separate contractors or perform work with its own forces. The Port may contract with other contractors ("Separate Contractor") in connection with the Project or perform work with its own forces. The Contractor shall coordinate and cooperate with any Port forces or Separate Contractors, as applicable. The Contractor shall provide reasonable opportunity for the introduction and storage of materials and the execution of work by others.
- B. Contractor to inspect work of others. If any part of the Contractor's Work depends on the work of the Port or any Separate Contractor, the Contractor shall inspect and promptly report to the Port, in writing, any defects that impact the Contractor. Failure of the Contractor to so inspect and report defects in writing shall constitute an acceptance by Contractor of the work of the Port or Separate Contractor.
- C. Contractor to resolve claims of others. Should the Contractor, or any of its Subcontractors of any tier, cause damage of any kind, including but not limited to delay, to any Separate Contractor, the Contractor shall promptly, and using its best efforts, settle or otherwise resolve the dispute with the Separate Contractor. The Contractor shall also promptly remedy damage caused to completed or partially completed construction.

2.07 OFFICERS AND EMPLOYEES OF THE PORT

- A. No personal liability. Officers, employees, and representatives of the Port, including the Commissioners, acting within the scope of their employment, shall not be personally liable to Contractor for any acts or omissions arising out of the Project.

ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES

3.01 DUTY TO PERFORM THE ENTIRE WORK

- A. Contractor must perform entire Work in accordance with Contract Documents. The Contractor shall perform the entire Work required by the Contract in accordance with the Contract Documents. Unless otherwise specifically provided, the Contractor shall provide and pay for all labor, tools, equipment, materials, electricity, power, water, other utilities, transportation, and other facilities necessary for the execution and completion of the Work.
- B. Contractor shall be independent contractor. The Contractor shall be, and operate as, an independent contractor in the performance of the Work. The Contractor is not authorized to enter into any agreements or undertakings for, or on behalf of, the Port and is not an agent or employee of the Port.

3.02 OBSERVED ERRORS, INCONSISTENCIES, OMISSIONS, OR VARIANCES IN THE CONTRACT DOCUMENTS

- A. Contractor to notify Port of any discrepancy. The Contractor's obligations to review and carefully study the Contract Documents and field conditions are for the purpose of facilitating coordination and construction. If the Contractor at any time observes that the Contract Documents, including Drawings and Specifications, vary from the conditions of the Project site, are in error, or omit any necessary detail, the Contractor shall promptly notify the Engineer in writing through a Request for Information. Any Work done after such observation, until authorized by the Engineer, shall be at Contractor's risk. The Contractor shall also promptly report to the Engineer any observed error, inconsistency, omission, or variance with applicable laws through a Request for Information. If the Contractor fails either to carefully study and compare the Contract Documents, or to promptly report any observed error, inconsistency, omission, or variance, the Contractor shall assume full responsibility and shall bear all costs,

liabilities, and damages attributable to the error, inconsistency, omission, or variance.

- B. Requests for Information. The Contractor shall submit Requests for Information concerning the Contract Documents by following the procedure and using such form as the Port may require. The Contractor shall minimize Requests for Information by thoroughly studying the Contract Documents and reviewing all Subcontractor requests. The Contractor shall allow adequate time in its planning and scheduling for a response from the Port to a Request for Information.
- C. Port may provide information to supplement Drawings and Specifications. Minor items of work or detail that are omitted from the Drawings and Specifications, but inferable from the information presented and normally provided by accepted good practice, shall be provided and/or performed by the Contractor as part of the Contract Sum and within the Contract Time. Similarly, the Engineer may furnish to the Contractor additional Drawings and clarifications, consistent with the Contract Documents, as necessary to detail and illustrate the Work. The Contractor shall conform its Work to such additional Drawings and clarifications at no increase in the Contract Sum or Contract Time.

3.03 SUPERVISION AND RESPONSIBILITY FOR SUBCONTRACTORS

- A. Contractor responsible for Work and workers. The Contractor shall have complete control of the means, methods, techniques, sequences, or procedures related to the Work, and for all safety precautions or programs. The Contractor shall have complete control over, and responsibility for, all personnel performing the Work. The Contractor is also responsible for the acts and omissions of the Contractor's principals, employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors of any tier.
- B. Contractor to supervise the Work. The Contractor shall continuously supervise and direct the Work using competent and skilled personnel and the Contractor's best skill and attention.
- C. Contractor to enforce discipline and good order. The Contractor shall enforce strict discipline and good order among all workers on the Project, and shall not employ any unfit person or anyone not skilled in the work to which they are assigned. Incompetent, careless, or negligent workers shall immediately be removed from the Work. The Port may, but is not obligated to, require the Contractor to remove from the Work, at no change in the Contract Sum or Contract Time, anyone whom the Port considers objectionable.

3.04 MATERIALS AND EQUIPMENT

- A. Material and equipment to be new. All materials and equipment to be incorporated into the Work shall be new, unless specifically provided otherwise in the Contract Documents. The Contractor shall, if required in writing by the Port, furnish satisfactory evidence regarding the kind and quality of any materials, identify the source, and warrant compliance with the Contract Documents. The Contractor shall ensure that all materials and equipment are protected, kept dry, and stored under cover in a manner to protect such materials and equipment.
- B. Material and equipment shall conform to manufacturer instructions. All materials and equipment shall conform, and shall be applied, installed, used, maintained, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processor, unless otherwise specifically provided by the Engineer.

3.05 CONTRACTOR WARRANTIES

- A. Work will be of good quality and performed in workmanlike manner. In addition to any specific warranties set forth in the Contract Documents, the Contractor warrants that the Work, including all materials and equipment furnished under the Contract, will be of good quality and new, will be performed in a skillful and workmanlike manner, and will conform to the requirements of the Contract Documents. Any Work not conforming to this warranty, including unapproved or

unauthorized substitutions, shall be considered defective.

- B. Work will be free from defects. The Contractor warrants that the Work will be free from defects for a period of one (1) year from the date of Substantial Completion of the Project.
- C. Contractor to collect and deliver warranties to Port. The Contractor shall collect and deliver to the Port any written warranties required by the Contract Documents. These warranties shall be obtained and enforced by the Contractor for the benefit of the Port without the necessity of separate assignment. These warranties shall extend to the Port all rights, claims, benefits, and interests that the Contractor may have under express or implied warranties or guarantees against a Subcontractor of any tier, supplier, or manufacturer for defective or non-conforming Work. Warranty provisions that purport to limit or alter the Port's rights under the Contract Documents, or the laws of the State of Washington, are null and void.
- D. General requirements. The Contractor is not relieved of its general warranty obligations by the specification of a particular product or procedure in the Contract Documents. Warranties in the Contract Documents shall survive completion, acceptance, and final payment.

3.06 REQUIRED WAGES

- A. Contractor will pay required wages. The Contractor shall pay (and shall ensure that all Subcontractors of any tier pay) all prevailing wages and other wages (such as Davis-Bacon Act wages) applicable to the Project. See Specification Section 00 73 46.
- B. The Contractor shall defend (at Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold the Port harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs, and expenses, whether direct or indirect, and including, but not limited to, attorneys' fees and consultants' fees and other costs and expenses of litigation, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or Chapter 51 RCW ("Industrial Insurance").

3.07 STATE AND LOCAL TAXES

- A. Contractor will pay taxes on consumables. The Contractor will pay the retail sales tax on all consumables used during performance of the Work and on all items that are not incorporated into the final Work; this tax shall be included in the Contract Sum.
- B. Port will pay taxes on the Contract Sum. The Port will pay state and local retail sales tax on the Contract Sum with each progress payment, and on final payment, for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local taxing authority. Rule 170: WAC 458-20-170.
- C. Direct all tax questions to the Department of Revenue. The Contractor should direct all questions concerning taxes on any portion of the Work to the State of Washington Department of Revenue or to the local taxing authority.
- D. State Sales Tax - Rule 171: WAC 458-20-171. For work performed related to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used, primarily, for foot or vehicular traffic, the Contractor shall include Washington State Retail Sales Taxes in the various schedule prices, or other contract amounts, including those that the Contractor pays on the purchase of materials, equipment, or supplies used or consumed in doing the Work.
 - 1. The bid form will indicate which bid items are subject to Rule 171. Any such identification by the Port is not binding upon the Department of Revenue.

3.08 PERMITS, LICENSES, FEES, AND ROYALTIES

- A. Contractor to provide and pay for permits unless otherwise specified. Unless otherwise specified, the Contractor shall procure and pay for all permits, licenses, and governmental inspection fees necessary or incidental to the performance of the Work. All costs related to these permits, licenses, and inspections shall be included in the Contract Sum. 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 and pay for permits, licenses, and inspections as part of the Contract Sum.
- B. Contractor's obligations when permit must be in Port's name. When applicable law or agency requires a permit to be issued to a public agency, the Port will support the Contractor's request for the permit and accept the permit in the Port's name, if:
 - 1. The Contractor takes all necessary steps required for the permit to be issued;
 - 2. The permit applies to Work performed in connection with the Project; and
 - 3. The Contractor agrees in writing to abide by all requirements of the permit and to defend and hold harmless the Port from any liability in connection with the permit.
- C. Contractor to pay royalties. The Contractor shall pay all royalties and license fees required for the Work unless otherwise specified in the Contract Documents.

3.09 SAFETY

- A. Contractor solely responsible for safety. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and the performance of the Contract.
- B. Port not responsible for safety. The Port may identify safety concerns to the Contractor; however, no action or inaction of the Port or any third party relating to safety will: (1) relieve the Contractor of its sole and complete responsibility for safety and sole liability for any consequences, (2) impose any obligation on the Port or a third party to inspect or review the Contractor's safety program or precautions, (3) impose any continuing obligation on the Port or a third party to ensure the Contractor performs the Work safely, or (4) affect the Contractor's responsibility for the protection of property, workers, and the general public.
- C. Contractor to maintain a safe Work site. The Project site may be occupied during performance of the Work. The safety of these site occupants is of paramount importance to the Port. The Contractor shall maintain the Work site and perform the Work in a safe manner and in accordance with the Washington Industrial Safety and Health Act (WISHA) and all other applicable safety laws, rules, and regulations. This requirement shall apply continuously and not be limited to working hours.
- D. Contractor to protect Work site and adjacent property until Final Completion. The Contractor shall continuously protect the Work and adjacent property from damage. At all times until Final Completion, the Contractor shall be responsible for, and protect from damage, weather, deterioration, theft, and vandalism, the Work and all materials, equipment, tools, and other items incorporated or to be incorporated in the Work, and shall repair any damage, injury, or loss.

3.10 CORRECTION OF WORK

- A. Contractor to correct defective Work. The Contractor shall, at no cost to the Port, promptly correct Work that is defective or that otherwise fails to conform to the requirements of the Contract Documents. Such Work shall be corrected, whether before or after Substantial Completion, and even if it was previously inspected or observed by the Port.

- B. One-year correction period. The Contractor shall correct all defects in the Work appearing within one (1) year of Substantial Completion or within any longer period prescribed by law or by the Contract Documents. The Contractor shall initiate remedial action within fourteen (14) days of receipt of notice from the Port and shall complete remedial work within a reasonable time. Work corrected by the Contractor shall be subject to the provisions of this Section 3.10 for an additional one-year period following the Port's acceptance of the corrected Work.
- C. Contractor responsible for defects and failures to correct. The Contractor shall be responsible for any expenses incurred by the Port resulting from defects in the Work. If the Contractor refuses or neglects to correct the defects, or does not timely accomplish corrections, the Port may correct the Work and charge the Contractor the cost of the corrections. If damage or loss of service may result from a delay in correction, the corrections may be made by the Port and reimbursed by the Contractor.
- D. Port may accept defective work. The Port may, at its sole option, elect to retain defective or nonconforming Work. In such a case, the Port shall reduce the Contract Sum by a reasonable amount to account for the defect or non-conformance.
- E. No period of limitation established. Nothing contained in this Section 3.10 establishes a period of limitation with respect to any obligations under the Contract Documents or law. The establishment of the one (1) year correction period relates only to the specific obligation of the Contractor to correct defective or non-conforming Work.

3.11 UNCOVERING OF WORK

- A. Contractor to uncover work covered prior to inspection. If any portion of the Work is covered prior to inspection and approval, the Contractor shall, at its expense, uncover or remove the Work for inspection by the Port or others, and replace the Work to the standard required by the Contract Documents.
- B. Contractor to uncover work at Port's request. After initial inspection and observation, the Port may order a reexamination of Work, and the Work must be uncovered by the Contractor. If the uncovered Work complies with the Contract Documents, the Port shall pay the cost of reexamination and replacement. If the Work is found not to comply with the Contract Documents, the Contractor shall pay the cost of replacement, unless the Contractor demonstrates that it did not cause the defect in the Work.

3.12 RELOCATION OF UTILITIES

- A. Contractor should assume underground utilities are in approximate locations. The Contractor should assume that the locations of any underground or hidden utilities, underground tanks, and plumbing or electrical runs indicated in surveys or the Contract Documents are shown in approximate locations. The accuracy of this information is not guaranteed by the Port and shall be verified by the Contractor. The Contractor shall comply with RCW 19.122.030 and utilize a utility locator service to locate utilities on Port property. The Contractor shall bear the risk of loss if any of its Work directly or indirectly damages or interrupts any utility service or causes or contributes to damages of any nature.
- B. Utility relocation or removal. Where relocation or removal of utilities is necessary or required, it shall be performed at the Contractor's sole expense, unless the Contract Documents specify otherwise. If a utility owner is identified as being responsible for relocating or removing utilities, the work will be accomplished at the utility owner's convenience, either during, or in advance of, construction. Unless otherwise specified, it shall be the Contractor's sole responsibility to coordinate, schedule, and pay for work performed by a utility owner.

- C. Contractor to notify Port of unknown utilities. If the Contractor discovers the presence of any unknown utilities, it shall immediately notify the Engineer in writing.

3.13 LABOR

- A. Contractor responsible for labor peace. The Contractor is responsible for labor peace relating to the Work and shall cooperate in maintaining Project-wide labor harmony. The Contractor shall use its best efforts as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes, or strikes.
- B. Contractor to minimize impact of labor disputes. The Contractor will take all necessary steps to prevent labor disputes from disrupting or otherwise interfering with access to Port property. If a labor dispute disrupts the progress of the Work or interferes with access, the Contractor shall promptly and expeditiously take all necessary action to eliminate or minimize the disruption or interference.

3.14 INDEMNIFICATION

- A. Duty to defend, indemnify, and hold harmless. To the fullest extent permitted by law and subject to this Section 3.14, the Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold harmless the Port and the Northwest Seaport Alliance, including their respective Commissions, officers, managers, and employees, the Engineer, any consultants, and the agents and employees, successors and assigns of any of them (the "Indemnified Parties") from and against claims, damages, lawsuits, losses (including loss of use), disbursements, liabilities, obligations, fines, penalties, costs, and expenses, whether direct and indirect or consequential, including but not limited to, consultants' fees, and attorneys' fees incurred on such claims and in proving the right to indemnification ("Claims"), arising out of, or resulting from, the acts or omissions of the Contractor, a Subcontractor of any tier, their agents, and anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable (individually and collectively, the "Indemnitor").
- B. Duty to defend, indemnify, and hold harmless for sole negligence. The Contractor will fully defend, indemnify, and hold harmless the Indemnified Parties for the sole negligence or willful misconduct of the Indemnitor.
- C. Duty to defend, indemnify, and hold harmless for concurrent negligence. Where Claims arise from the concurrent negligence of (1) the Port; and (2) the Indemnitor, the Contractor's obligations to indemnify and defend the Indemnified Parties under this Section 3.14 shall be effective only to the extent of the Indemnitor's negligence.
- D. Duty to indemnify not limited by workers' compensation or similar employee benefit acts. In claims against any of the Indemnified Parties by an employee of the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this Section 3.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the Indemnified Parties under Title 51 RCW, "Industrial Insurance."
- E. Intellectual property indemnification. The Contractor will be liable for and shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold the Indemnified Parties harmless for Claims for infringement by the Contractor of copyrights or patent rights arising out of, or relating to, the Project.
- F. Labor peace indemnification. If the Contractor fails to satisfy its labor peace obligations under the Contract, the Contractor will be liable for and shall defend (at the Contractor's sole cost, with

- legal counsel approved by Port), indemnify, and hold harmless the Indemnified Parties for Claims brought against the Port by third parties (including but not limited to lessees, tenants, contractors, customers, licensees, and invitees of the Port) for injunctive relief or monetary loss.
- G. Cyber risk indemnification. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that includes theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.
- H. Joinder. The Contractor agrees to being added by the Port as a party to any arbitration or litigation with third parties in which the Port alleges indemnification or seeks contribution from the Indemnitor. The Contractor shall cause each of its Subcontractors of any tier to similarly stipulate in their subcontracts; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s) of any tier.
- I. Other. To the extent that any portion of this Section 3.14 is stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect. The obligations of the Contractor under this Section 3.14 shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity which would otherwise exist. To the extent the wording of this Section 3.14 would reduce or eliminate an available insurance coverage, it shall be considered modified to the extent necessary so that the insurance coverage is not affected. This Section 3.14 shall survive completion, acceptance, final payment, and termination of the Contract.

3.15 WAIVER OF CONSEQUENTIAL DAMAGES

- A. Mutual waiver of consequential damages. The Contractor and Port waive claims against each other for consequential damages arising out of, or relating to, this Contract. This mutual waiver includes, but is not limited to: (1) damages incurred by the Port for rental expenses, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons, and (2) damages incurred by the Contractor for principal and home office overhead and expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business, and reputation, for losses on other projects, for loss of profit, and for interest or financing costs. This mutual waiver includes, but is not limited to, all consequential damages due to either party's termination.
- B. Limitation. Nothing contained in this Section 3.15; however, shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, to preclude damages specified in the Agreement, or to affect the Contractor's obligation to indemnify the Port for direct, indirect, or consequential damages alleged by a third party.

ARTICLE 4 - SUBCONTRACTORS AND SUPPLIERS

4.01 RESPONSIBILITY FOR ACTIONS OF SUBCONTRACTORS AND SUPPLIERS.

- A. Contractor responsible for Subcontractors. The Contractor is fully responsible to the Port for the acts and omissions of its Subcontractors of any tier and all persons either directly or indirectly employed by the Contractor or its Subcontractors.

4.02 AWARD OF CONTRACTS TO SUBCONTRACTORS AND SUPPLIERS

- A. Contractor to provide proposed Subcontractor information. The Contractor, within ten (10) days after the Port's notice of award of the Contract, shall provide the Engineer with the names of the persons or entities proposed to perform each of the principal portions of the Work (i.e., either a Subcontractor listed in a bid or proposal or a Subcontractor performing Work valued at least ten

percent (10%) of the Contract Sum) and the proprietary names, and the suppliers of, the principal items or systems of materials and equipment proposed for the Work. No progress payment will become due until after this information has been furnished.

- B. Port to respond promptly with objections. The Port may respond promptly to the Contractor in writing stating: (1) whether the Port has reasonable objection to any proposed person or entity, or (2) whether the Port requires additional time for review. If the Port makes a reasonable objection, the Contractor shall replace the Subcontractor with no increase to the Contract Sum or Contract Time. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work and compliance with all of the requirements of the Contract within the Contract Sum and Contract Time.
- C. Reasonable objection defined. "Reasonable objection" as used in this Section 4.02 includes, but is not limited to: (1) a proposed Subcontractor of any tier different from the entity listed with the bid, (2) lack of "responsibility" of the proposed Subcontractor, as defined by Washington law and the Bidding Documents, or lack of qualification or responsibility of the proposed Subcontractor based on the Contract or Bidding Documents, or (3) failure of the Subcontractor to perform satisfactorily in the Port's opinion (such as causing a material delay or submitting a claim that the Port considers inappropriate) on one or more projects for the Port within five (5) years of the bid date.
- D. No substitution allowed without permission. The Contractor shall not substitute a Subcontractor, person, or organization without the Engineer's written consent.

4.03 SUBCONTRACTOR AND SUPPLIER RELATIONS

- A. Contractor to schedule, supervise, and coordinate Subcontractors. The Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors of any tier, including suppliers. The Contractor shall ensure that appropriate Subcontractors coordinate the Work of lower-tier Subcontractors.
- B. Subcontractors to be bound to Contract Documents. By appropriate agreement, the Contractor shall require each Subcontractor and supplier to be bound to the terms of the Contract Documents and to assume toward the Contractor, to the extent of their Work, all of the obligations that the Contractor assumes toward the Port under the Contract Documents. Each subcontract shall preserve and protect the rights of the Port and shall allow to the Subcontractor, unless specifically provided in the subcontract, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Port. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with lower-tier Subcontractors.
- C. Contractor to correct deficiencies in Subcontractor performance. When a portion of the Work subcontracted by the Contractor is not being prosecuted in accordance with the Contract Documents, or if such subcontracted Work is otherwise being performed in an unsatisfactory manner in the Port's opinion, the Contractor shall, on its own initiative or upon the written request of the Port, take immediate steps to correct the deficiency or remove the non-performing party from the Project. The Contractor shall replace inadequately performing Subcontractors upon request of the Port at no change in the Contract Sum or Contract Time.
- D. Contractor to provide subcontracts. Upon request, the Contractor will provide the Port copies of written agreements between the Contractor and any Subcontractor.

ARTICLE 5 - WORKFORCE AND NON-DISCRIMINATION REQUIREMENTS

5.01 COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

5.02 MWBE, VETERAN-OWNED, AND SMALL BUSINESS ENTERPRISE PARTICIPATION.

- A. In accordance with the legislative findings and policies set forth in RCW 39.19, the Port encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this invitation or as a subcontractor to a Bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the Contract Documents, no preference will be included in the evaluation of Bids, no minimum level of MWBE participation shall be required as a condition for receiving an award, and Bids will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the Contract Documents will apply.

The Port encourages participation in all of its contracts by Veteran-owned businesses (defined in RCW 43.60.010) and located at <http://www.dva.wa.gov/program/certified-veteran--and-servicemember-owned-businesses> and Small, Mini, and Micro businesses (defined in RCW 39.26.010)

5.03 APPRENTICESHIP PARTICIPATION

- A. In accordance with RCW 39.04.320, fifteen (15) percent Apprenticeship Participation is required for all projects estimated to cost one million (\$1,000,000) dollars or more.
- B. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).
- C. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 by phone at (360) 902-5320, or e-mail at Apprentice@lni.wa.gov, to obtain information on available apprenticeship programs.
- D. For each project that has apprentice requirements, the contractor shall submit a "Statement of Apprentice and Journeyman Participation" on forms provided by the Port of Tacoma, with every request for project payment. The Contractor shall submit consolidated and cumulative data collected by the Contractor and collected from all subcontractors by the Contractor. The data to be collected and submitted includes the following:
 - 1. Contractor name and address
 - 2. Contract number
 - 3. Project name
 - 4. Contract value
 - 5. Reporting period "Beginning Date" through "End Date"
 - 6. Name and registration number of each apprentice by contractor
 - 7. Total number of apprentices and labor hours worked by them, categorized by trade or craft.
 - 8. Total number of journeymen and labor hours worked by them, categorized by trade or craft

- 9. Cumulative combined total of apprentice and journeymen labor hours
- 10. Total percentage of apprentice hours worked
- E. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Port. In any request for the change, the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.

ARTICLE 6 - CONTRACT TIME AND COMPLETION

6.01 CONTRACT TIME

- A. Contract Time is measured from Contract execution. Unless otherwise provided in the Agreement, the Contract Time is the period of time, including authorized adjustments, specified in the Contract Documents from the date the Contract is executed to the date Substantial Completion of the Work is achieved.
- B. Commencement of the Work. The Contractor shall begin Work in accordance with the notice of award and the notice to proceed and shall complete all Work within the Contract Time. When the Contractor's signed Agreement, required insurance certificate with endorsements, bonds, and other submittals required by the notice of award have been accepted by the Port, the Port will execute the Contract and, following receipt of other required pre-work submittals, will issue a notice to proceed to allow the Contractor to mobilize and commence physical Work at the Project site, as further described in these contract documents. No Work at the Project site may commence until the Port issues a notice to proceed.
- C. Contractor shall achieve specified completion dates. The Contractor shall achieve Substantial Completion within the Contract Time and shall achieve Final Completion within the time period thereafter stated in the Contract Documents.
- D. Time is of the essence. Time limits stated in the Contract Documents, including any interim milestones, are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

6.02 PROGRESS AND COMPLETION

- A. Contractor to maintain schedule. The Contractor's sequence and method of operations, application of effort, and work force shall at all times be created and implemented to ensure the orderly, expeditious, and timely completion of the Work and performance of the Contract. The Contractor shall furnish sufficient forces and shall work such hours, including extra shifts, overtime operations, and weekend and holiday work as may be necessary to ensure completion of the Work within the Contract Time and the approved Baseline Project Schedule.
- B. Contractor to take necessary steps to meet schedule. If the Contractor fails substantially to perform in a timely manner in accordance with the Contract Documents and, through the fault of the Contractor or Subcontractor(s) of any tier, fails to meet the Baseline Project Schedule, the Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations, or days of work, or by other means and methods, all without additional cost to the Port. If the Contractor believes that any action or inaction of the Port constitutes acceleration, the Contractor shall immediately notify the Port in writing and shall not accelerate the Work until the Port either directs the acceleration in writing or denies the constructive acceleration.
- C. Liquidated damages not exclusive. Any provisions in the Contract Documents for liquidated damages shall not preclude other damages due to breaches of Contract of the Contractor.

6.03 SUBSTANTIAL COMPLETION

- A. Substantial Completion defined. Substantial Completion is the stage in the progress of the Work, or portion or phase thereof, when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Port can fully occupy or utilize the Work, or the designated portion thereof, for its intended use, all requirements in the Contract Documents for Substantial Completion have been achieved, and all required documentation has been properly submitted to the Port in accordance with the Contract Documents. All Work, other than incidental corrective or punch list Work and final cleaning, must be completed. The fact that the Port may occupy the Work or a designated portion thereof does not indicate that Substantial Completion has occurred or that the Work is acceptable in whole or in part.
- B. Work not Substantially Complete unless Final Completion attainable. The Work is not Substantially Complete unless the Port reasonably judges that the Work can achieve Final Completion within the period of time specified in the Contract Documents.
- C. Notice of Substantial Completion. When the Work or designated portion has achieved Substantial Completion, the Port will provide a notice to establish the date of Substantial Completion. The notice shall establish responsibilities of the Port and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall finish all remaining Work. If the notice of Substantial Completion does not so state, all responsibility for the foregoing items shall remain with the Contractor until Final Completion.

6.04 COMPLETION OF PUNCH LIST

- A. Contractor shall complete punch list items prior to Final Completion. The Contractor shall cause punch list items to be completed prior to Final Completion. If, after Substantial Completion, the Contractor does not expeditiously proceed to correct punch list items or if the Port considers that the punch list items, are unlikely to be completed prior to the date established for Final Completion (or such other period of time as is specified in the Contract Documents), the Port may, upon seven (7) days' written notice to the Contractor, take over and perform some or all of the punch list items. The Port may also take over and complete any portion of the Work at any time following Substantial Completion and deduct the actual cost of performing the Work (including direct and indirect costs) from the Contract Sum. The Port's rights under this Section 6.04 are not obligations and shall not relieve the Contractor of its responsibilities under any other provisions of the Contract Documents.

6.05 FINAL COMPLETION

- A. Final Completion. Upon receipt of written notice from the Contractor that all punch list items and other Contract requirements are completed, the Contractor will notify the Port, and the Port will perform a final inspection. If the Port determines that some or all of the punch list items have not been addressed, the Contractor shall be responsible to the Port for all costs, including re-inspection fees, for any subsequent reviews to determine completion of the punch list. When the Port determines that all punch list items have been satisfactorily addressed, that the Work is acceptable under the Contract Documents, and that the Work has fully been performed, the Port will promptly notify the Contractor of Final Completion.
- B. Contractor responsible for costs if Final Completion is not timely achieved. In addition to any liquidated damages, the Contractor is liable for, and the Port may deduct from any amounts due the Contractor, all costs incurred by the Port for services performed after the contractual date of Final Completion, whether or not those services would have been performed prior to that date had Final Completion been timely achieved.

- C. Final Completion submittals. The Port is not obligated to accept the Project as complete until the Contractor has submitted all required submittals to the Port.
- D. Contractor responsible for the Work until Final Completion. The Contractor shall assume the sole risk of loss and responsibility for all Work under the Contract, and all materials to be incorporated in the Work, whether in storage or at the Project site, until Final Completion. Damage from any cause to either permanent or temporary Work, utilities, materials, equipment, existing structures, the site, or other property owned by the Port or others, shall be repaired by the Contractor to the reasonable satisfaction of the Port at no change in the Contract Sum.

6.06 FINAL ACCEPTANCE

- A. Final Acceptance. Final Acceptance is the formal action of the Port accepting the Project as complete. Public notification of Final Acceptance will be posted on the Port's external website (<http://www.portoftacoma.com/final-acceptance>).
- B. Final Acceptance not an acceptance of defective Work. Final Acceptance shall not constitute acceptance by the Port of unauthorized or defective Work, and the Port shall not be prevented from requiring the Contractor to remove, replace, repair, or dispose of unauthorized or defective Work or recovering damages due to the same.
- C. Completion of Work under RCW 60.28. Pursuant to RCW 60.28, "Lien for Labor, Materials, Taxes on Public Works," completion of the Contract Work shall occur upon Final Acceptance.

6.07 PORT'S RIGHT TO USE THE PREMISES

- A. Port has right to use and occupy Work. The Port reserves the right to occupy or use any part of the Work before or after Substantial Completion of some or all of the Work without relieving the Contractor of any of its obligations under the Contract. Such occupancy or use shall not constitute acceptance by the Port of any of the Work, and shall not cause any insurance to be canceled or lapse.
- B. No compensation due if Port elects to use and occupy Work. No additional compensation shall be due to the Contractor as a result of the Port's use or occupancy of the Work or a designated portion.

ARTICLE 7 - PAYMENT

7.01 ALL PAYMENTS SUBJECT TO APPLICABLE LAWS AND SCHEDULE OF VALUES

- A. Payment of the Contract Sum. The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Port to the Contractor for performance of the Work under the Contract Documents. Payments made to the Contractor are subject to all laws applicable to the Port and the Contractor. Payment of the Contract Sum constitutes 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 or prosecution of the Work. The Port is not obligated to pay for extra work or materials furnished without prior written approval of the Port.
- B. Schedule of Values. All payments will be based upon an approved Schedule of Values. Prior to submitting its first Application for Payment, the Contractor shall submit a Schedule of Values to the Port allocating the entire Contract Sum to the various portions of the Work. The Schedule of Values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Port may require. This schedule, unless objected to by the Port, shall be used as a basis for reviewing the Contractor's applications for payment.

7.02 APPLICATIONS FOR PAYMENT

- A. Applications for Payment. Progress payments will be made monthly for Work duly certified, approved by the Engineer, and performed (based on the Schedule of Values and actual quantities of Work performed) during the calendar month preceding the Application for Payment. These amounts are paid in trust to the Contractor for distribution to Subcontractors to the extent, and in accordance with, the approved Application for Payment.

7.03 PROGRESS PAYMENTS

- A. Progress payments. Following receipt of a complete Application for Payment, the Engineer will either authorize payment or indicate in writing to the Contractor the specific reasons why the payment request is being denied, in whole or in part, and the remedial action the Contractor must take to receive the withheld amount. After a complete Application for Payment has been received and approved by the Port, payment will be made within thirty (30) days. Any payments made by, or through, or following receipt of, payment from third parties will be made in accordance with the third party's policies and procedures.
- B. Port may withhold payment. The Port may withhold payment in whole or in part as provided in the Contract Documents or to the extent reasonably necessary to protect the Port from loss or potential loss for which the Contractor is responsible, including loss resulting from the Contractor's acts and omissions.

7.04 PAYMENT BY CONTRACTOR TO SUBCONTRACTORS

- A. Payment to Subcontractors. With each Application for Payment, the Contractor shall provide a list of Subcontractors to be paid by the Contractor. No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor because of a dispute or other reason. If, however, after submitting an Application for Payment, but before paying a Subcontractor, the Contractor discovers that part or all of a payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor under the subcontract (such as for unsatisfactory performance or non-payment of lower-tier Subcontractors), the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor and the Port written notice of the remedial actions that must be taken and pay the Subcontractor within eight (8) working days after the Subcontractor satisfactorily completes the remedial action identified in the notice.
- B. Payment certification to be provided upon request. The Contractor shall provide, with each Application for Payment, a certification signed by Contractor attesting that all payments by the Contractor to Subcontractors from the last Application for Payment were made within ten (10) days of the Contractor's receipt of payment. The certification will also attest that the Contractor will make payment to Subcontractors for the current Application for Payment within ten (10) days of receipt of payment from the Port.

7.05 FINAL PAYMENT

- A. Final payment. Final applications for payment are due within seven (7) days following Final Completion. Final payment of the unpaid balance of the Contract Sum, except retainage, will be made following Final Completion and within thirty (30) days of the Contractor's submission of an approved final Application for Payment.
- B. Releases required for final payment. The final payment shall not become due until the Contractor delivers to the Port a complete release of all liens arising out of the Contract, as well as an affidavit stating that, to the best of Contractor's knowledge, its release includes all labor and materials for which a lien could be filed. If a Subcontractor of any tier refuses to furnish a release or waiver required by the Port, the Port may (a) retain in the fund, account, or escrow funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay

attorneys' fees, the total of which shall be no less than 150% of the claimed amount, or (b) accept a bond from the Contractor, satisfactory to the Port, to indemnify the Port against the lien. If any such lien remains unsatisfied after all payments from the retainage are made, the Contractor shall refund to the Port all moneys that the Port may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- C. Contractor to hold Port harmless from liens. The Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold harmless the Port from any liens, claims, demands, lawsuits, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs, and expenses, whether direct or indirect, including but not limited to, attorneys' fees and consultants' fees and other costs and expenses, except to the extent a lien has been filed because of the failure of the Port to make a contractually required payment.

7.06 RETAINAGE

- A. Retainage to be withheld. In accordance with RCW 60.28, a sum equal to five percent (5%) of each approved Application for Payment shall be retained. Prior to submitting its first Application for Payment, the Contractor shall exercise one of the options listed below:
 - 1. Retained percentages will be retained by the Port in a fund; or
 - 2. Deposited by the Port in an interest-bearing account or escrow account in a bank, mutual savings bank, or savings and loan association designated by the Contractor, not subject to withdrawal until after the final acceptance of said improvement or work as completed, or until agreed to by both parties; provided that interest on such account shall be paid to the Contractor. Contractor to complete and submit Port provided Retainage Escrow Agreement (Section 00 61 23.13); or
 - 3. If the Contractor provides a bond in place of retainage, it shall be in an amount equal to 5% of the Contract Sum plus Change Orders. 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-, 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.
- B. Contractor may withhold retainage from Subcontractors. The Contractor or a Subcontractor may withhold not more than five percent (5%) retainage from the monies earned by any Subcontractor or lower-tier Subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Port, the Contractor shall specify the amount of retainage and interest due a Subcontractor.
- C. Release of retainage. Retainage will be withheld and applied by the Port in a manner required by RCW 60.28 and released in accordance with the Contract Documents and statutory requirements. Release of the retainage will be processed in the ordinary course of business within sixty (60) days following Final Acceptance of the Work by the Port provided that no notice of lien has been given as provided in RCW 60.28, that no claims have been brought to the attention of the Port, that the Port has no claims under this Contract, and that release of retention has been duly authorized by the State. The following items must also be obtained prior to release of retainage: pursuant to RCW 60.28, a certificate from the Department of Revenue; pursuant to RCW 50.24, a certificate from the Department of Employment Security; and appropriate information from the Department of Labor and Industries including approved affidavits of wages paid for the Contractor and each subcontractor.

7.07 DISPUTED AMOUNTS

- A. Disputed amounts. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may submit to the Port, along with the approved Application for Payment, a separate written payment request specifying the exact additional amount claimed to be due, the category in the Schedule of Values to which the payment would apply, the specific Work for which additional payment is sought, and an explanation of why the Contractor believes additional payment is due.

7.08 EFFECT OF PAYMENT

- A. Payment does not relieve Contractor of obligations. Payment to the Contractor of progress payments or final payment does not 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 a payment does not constitute a waiver of the Port's right to reject defective or non-conforming Work, materials, or equipment (even though they are covered by the payment), nor is it a waiver of any other rights of the Port.
- B. Acceptance of final payment waives claims. Acceptance of final payment by the Contractor, a Subcontractor of any tier, or a supplier shall constitute a waiver of claims except those previously made in writing and identified as unsettled in Contractor's final Application for Payment.
- C. Execution of Change Order waives claims. The execution of a Change Order shall constitute a waiver of claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order.

7.09 LIENS

- A. Contractor to discharge liens. The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials, or other items in connection with the performance of the Work including, but not limited to, any Subcontractors of any tier.

ARTICLE 8 - CHANGES IN THE WORK

8.01 CHANGES IN THE WORK

- A. Changes in the Work authorized. Without invalidating the Contract and without notice to the Contractor's surety, the Port may authorize changes in the Work after execution of the Contract, including changes in the Contract Sum or Contract Time. Changes shall occur solely by Change Order, Unilateral Change Directive, or Minor Change in Work. All changes in the Work are effective immediately, and the Contractor shall proceed promptly to perform the change, unless otherwise provided in the Change Order or Directive.
- B. Changes in the Work Defined.
 - 1. A Change Order is a written instrument signed by the Port and Contractor stating their agreement to a change in the Work and the adjustment, if any, in the Contract Sum and/or Contract Time.
 - 2. A Unilateral Change Directive is a written instrument issued by the Port to transmit new or revised Drawings, issue additions or modifications to the Contract, furnish other direction and documents adjustment, if any, to the Contract Sum and/or Contract Time. A Unilateral Change Directive is signed only by the Port, without requiring the consent or signature of the Contractor.

3. A Minor Change in the Work is a written order from the Port directing a change that does not involve an adjustment to the Contract Sum or the Contract Time.
- C. Request for Proposal: At any time, the Port may issue a Proposal Request directing the Contractor to propose a change to the Contract Sum and/or Contract Time, if any, based on a proposed change in the Work. The Contractor shall submit a responsive Change Order proposal as soon as possible, and no later than fourteen (14) days after receipt, in which the Contractor specifies in good faith the extent to which the Contract Sum and/or Contract Time would change. All cost components shall be limited to the manner described in Section 8.02(B). If the Contractor fails to timely respond to a Proposal Request, the Port may issue the change as a Unilateral Change Directive.
1. Fixed price method is default for Contractor Change Order proposal. When the Port has requested that the Contractor submit a Change Order proposal, the Port may specify the basis on which the Contract Sum will be adjusted by the Contractor. The Engineer's preference, unless otherwise indicated, is for changes in the Work to be priced using Lump Sums or Unit Prices or on a time and material (Force Account) basis if unit pricing or lump sums cannot be negotiated or determined. In all instances, however, proposed changes shall include a not-to-exceed price for the change and shall be itemized for evaluation purposes in accordance with Section 8.02(B), as requested by the Engineer.
 2. The Port may accept or reject the Contractor's Change Order proposal, request further documentation, or negotiate acceptable terms with the Contractor. If The Port and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order.
 3. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment. The Port may reject a proposal, in which case the Port may either not effectuate the change or issue a Unilateral Change Directive. The Port will not make payment to the Contractor for any work until that work has been incorporated into an executed Change Order.
- D. Unforeseen Conditions: If the Contractor encounters conditions at the site that are: (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or any soils reports made available by the Port to the Contractor, or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall immediately provide oral notice to the Engineer before conditions are disturbed, followed within 24 hours by an initial written notice. The Contractor shall submit a detailed proposal no later than seven (7) days following discovery of differing site conditions. The Engineer will promptly investigate these conditions and, if the Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost or time required for performance of any part of the Work, will establish a change in the Contract Sum or Contract Time, or both, consistent with the requirements of the Contract Documents. If the Contractor disputes the Engineer's determination, the Contractor may proceed as provided in the dispute resolution procedure (Article 11). No increase to the Contract Sum or the Contract Time shall be allowed if the Contractor does not comply with the contractual requirements or if the Contractor knew, or reasonably should have known, of the concealed conditions prior to executing the Contract.

- E. Proceed Immediately: Pending agreement on the terms of the Change Order or upon determination of a differing site condition as defined in 8.01(D), the Engineer may direct Contractor to proceed immediately with the change in the Work. Contractor shall not proceed with any change in the Work until it has obtained the Engineer's written approval and documentation of the following:
1. The scope of work
 2. An agreed upon maximum not-to-exceed amount
 3. The method of final cost determination
 4. Estimated time to complete the changed work
 5. As a change in the Work is performed, unless the parties have signed a written Change Order to establish the cost of the change, the Contractor shall maintain an itemized accounting of all costs related to the change based on the categories in Section 8.02(B) and provide such data to the Port upon request. This includes, without limitation, invoices, including freight and express bills, and other support for all material, equipment, Subcontractor, and other charges related to the change and, for material furnished from the Contractor's own inventory, a sworn affidavit certifying the actual cost of such material. Failure to provide data to the Port within seven (7) days of a request constitutes a waiver of any claim. The Port may furnish any material or equipment to the Contractor that it deems advisable, and the Contractor shall have no claim for any costs or fee on such material or equipment.
- F. Procedure for Unilateral Change Directive. Whether or not the Port has rejected a Contractor's proposal, the Port may issue a Unilateral Change Directive and the Contractor shall promptly proceed with the specified Work. If the Contractor disagrees with a Unilateral Change Directive, the Contractor shall advise the Port in writing through a Change Order proposal within seven (7) days of receipt. The Contractor's Change Order proposal shall reasonably specify the reasons for any disagreement and the adjustment it proposes. Without this timely Change Order proposal, the Contractor shall conclusively be deemed to have accepted the Port's proposal.
- G. Payment pending final determination of Force Account work. Pending final determination of the total cost of Force Account Work, and provided that the Work to be performed under Force Account is complete and any reservations of rights have been signed by the Port, the Contractor may request payment for amounts not in dispute in the next Application for Payment accompanied by documentation indicating the parties' agreement. Work done on a Force Account basis must be approved in writing on a daily basis by the Engineer or the Engineer's designee and invoices shall be submitted with an Application for Payment within sixty (60) days of performance of the Work.

8.02 CHANGES IN THE CONTRACT SUM

- A. Port to Decide How Changes are Measured. The Port may elect, in its sole discretion, how changes in the Work will be measured for payment. Change in the Work may be priced on a lump sum basis, through Unit Prices, as Force Account, or by another method documented in the executed Change Order, Unilateral Change Directive, or Minor Change in the Work.
- B. Determination of Cost of Change. The total cost of any change in the Work, including a claim under Article 11, shall not exceed the prevailing cost for the Work in the locality of the Project. In all circumstances, the change in the Work shall be limited to the reasonable, actual cost of the following components:
1. Direct labor costs: These are the actual labor costs determined by the number of additional craft hours at their normal hourly rate necessary to perform a change in the Work. The

hourly cost of labor will be based upon the following:

- a. Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Contractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage," for the laborers, apprentices, journeymen, and foremen performing or directly supervising the change in the Work on site. These wages do not include the cost of Contractor's project manager or superintendent or above, and the premium portion of overtime wages is not included unless pre-approved in writing by the Port. Costs paid or incurred by the Contractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Contractor shall provide to the Port copies of payroll records, including certified payroll statements for itself and Subcontractors of any tier, upon the Port's request.
 - b. Workers' insurance: Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.
 - c. Federal insurance: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).
2. Direct material costs: This is an itemization, including material invoices, of the quantity and actual cost of additional materials necessary to perform the change in the Work. The cost will be the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed unless approved in advance by the Port.
 3. Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment necessary and appropriate for the Work is used solely on the changed Work times the applicable rental cost as established by the lower of the local prevailing rates published in www.equipmentwatch.com, as modified by the AGC/WSDOT agreement, or the actual rate paid to an unrelated third party. If more than one rate is applicable, the lowest available rate will be utilized. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Port's prior written approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. Mobilization and standby costs shall not be charged for equipment already present on the site.

The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design, and in good working condition, and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. No gas surcharges are payable. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost.
 4. Subcontractor costs: These are payments the Contractor makes to Subcontractors for changed Work performed by Subcontractors. The Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section 8.02 and, among other things, shall not include consultant costs, attorneys' fees, or claim preparation expenses.

5. Service provider costs: These are payments the Contractor makes to service providers for changed Work performed by service providers. The service providers' cost of changed Work shall be determined in the same manner as prescribed in this Section 8.02.
6. Markup: This is the maximum total amount for overhead, profit, and other costs, including office, home office and site overhead (including purchasing, project manager, superintendent, project engineer, estimator, and their vehicles and clerical assistants), taxes (except for sales tax on the Contract Sum), warranty, safety costs, printing and copying, layout and control, quality control/assurance, small or hand tools (a tool that costs \$500 or less and is normally furnished by the performing contractor), preparation of as-built drawings, impact on unchanged Work, Change Order and/or claim preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise), added to the total cost to the Port of any Change Order work. No markup shall be due, however, for direct settlements of Subcontractor claims by the Port after Substantial Completion. The markup shall be limited in all cases to the following schedule:
 - a. Direct labor costs -- 20% markup on the direct cost of labor for the party (Contractor or Subcontractor) providing labor related to the change in the Work;
 - b. Direct material costs -- 20% markup on the direct cost of material for the party (Contractor or Subcontractor) providing material related to the change in the Work;
 - c. Construction equipment usage costs -- 10% markup on the direct cost of equipment for the party (Contractor or Subcontractor) providing equipment related to the change in the Work;
 - d. Contractor markup on Subcontractor costs -- 10% markup for the Contractor on the direct cost (excluding markup) of a change in the Work performed by Subcontractors (and for Subcontractors, for a change in the Work performed by lower-tier Subcontractors); and
 - e. Service provider costs -- 5% markup for the Contractor on the direct cost (excluding markup) of a change in the Work performed by service providers.

The total summed markup of the Contractor and all Subcontractors of any tier shall not exceed 30% of the direct costs of the change in the Work. If the markup would otherwise exceed 30%, the Contractor shall proportionately reduce the markup for the Contractor and all Subcontractors of any tier.
7. Cost of change in insurance or bond premium. This is defined as:
 - a. Contractor's liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance provided under the Contract Documents and subject to audit) of the Contractor's liability insurance arising directly from the changed Work; and
 - b. Public works bond: The actual cost (expressed as a percentage submitted under the Contract Documents and subject to audit) of the Contractor's performance and payment bond arising directly from the changed Work.

Upon request, the Contractor shall provide the Port with supporting documentation from its insurer or surety of any associated cost incurred. The cost of the insurance or bond premium together shall not exceed 2.0% of the cost of the changed Work.
8. Unit Prices. If Unit Prices are specified in the Contract Documents or established by agreement of the parties for certain Work, the Port may apply them to the changed Work. Unit Prices shall include pre-agreed rates for material quantities and shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit,

bond, and insurance costs arising out of, or related to, the Unit Priced item. Quantities must be supported by field measurement statements signed by the Port, and the Port shall have access as necessary for quantity measurement. The Port shall not be responsible for not-to-exceed limit(s) without its prior written approval.

8.03 CHANGES IN THE CONTRACT TIME

- A. Extension of the Contract Time. If the Contractor is delayed at any time in the commencement or progress of the Work by events for which the Port is responsible, by unanticipated abnormal weather (subject to Section 8.03(E) below), or by other causes not the fault or responsibility of the Contractor that the Port determines may justify a delay in the Contract Time, then the Contract Time shall be extended by Change Order for such reasonable time as the Port may determine. In no event, however, shall the Contractor be entitled to any extension of time absent proof of: (1) delay to an activity on the critical path of the Project, or (2) delay transforming an activity to the critical path, so as to actually delay the anticipated date of Substantial Completion.
- B. Allocation of responsibility for delay not caused by Port or Contractor. If a delay was not caused by the Port, the Contractor, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time but not an increase in the Contract Sum.
- C. Allocation of responsibility for delay caused by Port. If a delay was caused by the Port or someone acting on behalf of the Port and affected the critical path, the Contractor shall be entitled to a change in the Contract Time and Contract Sum in accordance with Section 8.02. The Contractor shall not recover damages, an equitable adjustment, or an increase in the Contract Sum or Contract Time from the Port; however, where the Contractor could reasonably have avoided the delay. The Port is not obligated directly or indirectly for damages for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.
- D. Allocation of responsibility for delay caused by Contractor. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.
- E. Adverse weather. If adverse weather is identified as the basis for a claim for additional time, the claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not reasonably have been anticipated and had an adverse effect on the critical path of construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. For a claim based on adverse weather, the Contractor shall be eligible only for a change in the Contract Time (but not a change in the Contract Sum) if the Contractor can substantiate that there was significantly greater than normal inclement weather considering the full term of the Contract Time.
- F. Damages for delay. In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Port for delay beyond the amount permitted in Section 8.02(B), the total combined damages to the Contractor and any Subcontractors of any tier for each day of delay shall be limited to the reasonable, actual costs of the delay for which the Port is wholly responsible. The limitation on damages set forth in this Section does not apply to any damages arising exclusively from delay to which the Contractor is entitled to recover under Section 8.03(F).
- G. Limitation on damages. The Contractor shall not be entitled to damages arising out of loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant under run; trade stacking; reassignment of workers; rescheduling of Work, concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy;

logistics; ripple; season change; extended or increased overhead or general conditions; profit upon damages for delay; impact damages including cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the markup on Change Orders paid through Section 8.02(B).

8.04 RESERVATION OF RIGHTS

- A. Reservations of rights void unless signed by Port. Reservations of rights will be deemed waived and are void unless any reserved rights are described in detail and are signed by the Contractor and the Port.
- B. Procedure for unsigned reservations of rights. If the Contractor adds a reservation of rights not signed by the Port to any Change Order, Unilateral Change Directive, Change Order proposal, Application for Payment, or any other document, all amounts and all Work therein shall be considered disputed and not payable until costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to, and signed by, the Port. If the Port makes payment based on a document that contains a reservation of rights not signed by the Port, and if the Contractor cashes such payment, then the reservation of rights shall be deemed waived, withdrawn, and of no effect.

8.05 UNIT PRICES

- A. Adjustment to Unit Prices. If Unit Prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed (less than eighty percent (80%) or more than one hundred and twenty percent (120%) of the quantity estimated) so that application of a Unit Price would be substantially unfair, the applicable Unit Price but not the Contract Time, shall be adjusted if the Port prospectively approves a Change Order revising the Unit Price.
- B. Procedure to change Unit Prices. The Contractor or Port may request a Change Order revising a Unit Price by submitting information to support the change. A proposed change to a Unit Price will be evaluated by the Port based on the change in cost resulting solely from the change in quantity, any change in production rate or method as compared to the original plan, and the share, if any, of fixed expenses properly chargeable to the item. If the Port and Contractor agree on the change, a Change Order will be executed. If the parties cannot agree, the Contractor shall comply with the dispute resolution procedures (Article 11).

ARTICLE 9 - SUSPENSION AND TERMINATION OF CONTRACT

9.01 PORT'S RIGHT TO SUSPEND WORK

- A. Port may suspend the Work. The Port may at any time suspend the Work, or any part thereof, by giving notice to the Contractor. The Work shall be resumed by the Contractor as soon as possible, but no later than fourteen (14) days after the date fixed in a notice to resume the Work. The Port shall reimburse the Contractor for appropriate and reasonable expenses consistent with Section 8.02 incurred by the Contractor as a result of the suspension, except where a suspension is the result of the Contractor repeatedly or materially failing to carry out or correct the Work in accordance with the Contract Documents, and the Contractor shall take all necessary steps to minimize expenses.
- B. Contractor obligations. During any suspension of Work, the Contractor shall take every precaution to prevent damage to, or deterioration of, the Work. 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 Port prior to resuming Work.

9.02 TERMINATION OF CONTRACT FOR CAUSE BY THE PORT

- A. Port may terminate for cause. If the Contractor is adjudged bankrupt or makes a general assignment for the benefit of the Contractor's creditors, if a receiver is appointed due to the Contractor's insolvency, or if the Contractor, in the opinion of the Port, persistently or materially refuses or fails to supply enough properly skilled workmen or materials for proper completion of the Contract, fails to make prompt payment to Subcontractors or suppliers for material or labor, disregards laws, ordinances, or the instructions of the Port, fails to prosecute the Work continuously with promptness and diligence, or otherwise materially violates any provision of the Contract, then the Port, without prejudice to any other right or remedy, may terminate the Contractor after giving the Contractor seven (7) days' written notice (during which period the Contractor shall have the right to cure).
- B. Procedure following termination for cause. Following a termination for cause, the Port may take possession of the Project site and all materials and equipment, and utilize such materials and equipment to finish the Work. The Port may also exclude the Contractor from the Project site(s). 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 required to accept the lowest bid for completion of the Work and may choose to complete all or a portion of the Work using its own work force. If the Port elects to complete all or a portion of the Work, the Contractor shall not be entitled to any further payment until the Work is finished. If the expense of finishing the Work, including compensation for additional managerial and administrative services of the Port, exceeds the unpaid balance of the Contract Sum, the excess shall be paid by the Contractor.
- C. Port's remedies following termination for cause. The Port may exercise any rights, claims, or demands that the Contractor may have against third persons in connection with the Contract, and for this purpose the Contractor assigns and transfers to the Port all such rights, claims, and demands.
- D. Inadequate termination for cause converted to termination for convenience. If, after the Contractor has been terminated for cause, it is determined that inadequate "cause" for such termination exists, then the termination shall be considered a termination for convenience pursuant to Section 9.03.

9.03 TERMINATION OF CONTRACT FOR CONVENIENCE BY THE PORT

- A. Port may terminate for convenience. The Port may, at any time (without prejudice to any right or remedy of the Port), terminate all, or any portion of, the Contract for the Port's convenience and without cause. The Contractor shall be entitled to receive payment consistent with the Contract Documents only for Work properly executed through the date of termination, and costs necessarily incurred by reason of the termination (such as the cost of settling and paying claims arising out of the termination under subcontracts or orders), along with a fee of one percent (1%) of the Contract Sum not yet earned on the whole or part of the Work. The total amount to be paid to the Contractor shall not exceed the Contract Sum as reduced by the amount of payments otherwise made. The Port shall have title to all Work performed through the date of termination.

9.04 TERMINATION OF CONTRACT BY THE CONTRACTOR

- A. Contractor may terminate for cause. The Contractor may terminate the Contract if the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor of any tier, for either of the following reasons:
 - 1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or

2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped.
- B. Procedure for Contractor termination. If one of the reasons described in Section 9.04A exists, the Contractor may, upon seven (7) days' written notice to the Port (during which period the Port has the opportunity to cure), terminate the Contract and recover from the Port payment for Work executed through the date of termination in accordance with the Contract Documents and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit on Work executed and direct costs incurred by reason of such termination. The total recovery of the Contractor shall not exceed the unpaid balance of the Contract Sum.
- C. Contractor may stop the Work for failure of Port to pay undisputed amounts. The Contractor may stop Work under the Contract if the Port does not pay undisputed amounts due and owing to the Contractor within fifteen (15) days of the date established in the Contract Documents. If the Port fails to pay undisputed amounts, the Contractor may, upon fifteen (15) additional days' written notice to the Port, during which the Port can cure, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay, and start-up.

9.05 SUBCONTRACT ASSIGNMENT UPON TERMINATION

- A. Subcontracts assigned upon termination. Each subcontract is hereby assigned by the Contractor to the Port provided that:
1. The Port requests that the subcontract be assigned.
 2. The assignment is effective only after termination by the Port and only for those subcontracts that the Port accepts in writing.
 3. The assignment is subject to the prior rights of the surety, if any, under any bond issued in accordance with the Contract Documents.

When the Port accepts the assignment of a subcontract, the Port assumes the Contractor's rights and obligations under the subcontract, but only for events and payment obligations that arise after the date of the assignment.

ARTICLE 10 - BONDS

10.01 CONTRACTOR PERFORMANCE AND PAYMENT BONDS

- A. Contractor to furnish performance and payment bonds. Within fifteen (15) days following its receipt of a notice of award, and as part of the Contract Sum, the Contractor shall secure and furnish duly executed performance and payment bonds using the forms furnished by the Port. The bonds shall be executed by a surety (or sureties) reasonably acceptable to the Port, admitted and licensed in the State of Washington, registered with the Washington State Insurance Commissioner, and possessing an A.M. Best rating of "A-, FSC (6)" or better and be authorized by the U.S. Department of the Treasury. Pursuant to RCW 39.08, the bonds shall be in an amount equal to the Contract Sum, and shall be conditioned only upon the faithful performance of the Contract by the Contractor within the Contract Time and upon the payment by the Contractor of all taxes, fees, and penalties to the State of Washington and all laborers, Subcontractors, and suppliers, and others who supply provisions, equipment, or supplies for the performance of the Work covered by this Contract. The bonds shall be signed by the person or persons legally authorized to bind the Contractor.

- B. On contracts of one hundred fifty thousand dollars or less, at the option of the contractor as defined in RCW 39.10.210, the Port may, in lieu of the bond, retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the Employment Security Department, and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.

For contracts of one hundred fifty thousand dollars or less, the Port may accept a full payment and performance bond from an individual surety or sureties.

- C. Port may notify surety. If the Port makes or receives a claim against the Contractor, the Port may, but is not obligated to, notify the Contractor's surety of the nature and amount of the claim. If the claim relates to a possibility of a Contractor's default, the Port may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 11 - DISPUTE RESOLUTION

11.01 NOTICE OF PROTEST AND CLAIM

- A. Dispute resolution procedure mandatory. All claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, shall be decided exclusively by the following alternative dispute resolution procedure, unless the parties mutually agree otherwise. If the Port and Contractor agree to a partnering process to assist in the resolution of disputes, the partnering process shall occur prior to, and not be in place of, the mandatory dispute resolution procedures set forth below.
- B. Notice of protest defined. Except for claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, the Contractor shall provide immediate oral notice of protest to the Engineer prior to performing any disputed Work and shall submit a written notice of protest to the Port within seven (7) days of the occurrence of the event giving rise to the protest that includes a clear description of the event(s). The protest shall identify any point of disagreement, those portions of the Contract Documents believed to be applicable, and an estimate of quantities and costs involved. When a protest relates to cost, the Contractor shall keep full and complete records and shall permit the Port to have access to those records at any time as requested by the Port.
- C. Claim defined. A claim is a demand by one of the parties seeking adjustment or interpretation of the Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents. The term "claim" also includes all disputes and matters in question between the Port and Contractor arising out of, or relating to, the Contract Documents. Claims must be initiated in writing and include a detailed factual statement and clear description of the claim providing all necessary dates, locations, and items of Work, the date or dates on which the events occurred that give rise to the claim, the names of employees or representatives knowledgeable about the claim, the specific provisions of the Contract Documents that support the claim, any documents or oral communications that support the claim, any proposed change in the Contract Sum (showing all components and calculations) and/or Contract Time (showing cause and analysis of the resultant delay in the critical path), and all other data supporting the claim. Claims shall also be submitted with a statement certifying, under penalty of perjury, that the claim as submitted 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, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes the Port is liable. A claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor and Subcontractors of any tier are entitled and may not contain

reservations of rights without the Port's written approval; any unapproved reservations of rights shall be without effect.

- D. Claim procedure. The Contractor shall submit a written claim within thirty (30) days of providing written notice of protest. The Contractor may delay submitting supporting data by an additional thirty (30) days if it notifies the Port in its claim that substantial data must be assembled. Any claim of a Subcontractor of any tier may be brought only through, and after review by and concurrence of, the Contractor.
- E. Failure to comply with notice of protest and claim requirements waives claims. Any notice of protest by the Contractor and any claim of the Contractor, whether under the Contract or otherwise, must be made pursuant to, and in strict accordance with, the applicable provisions of the Contract. Failure to properly and timely submit a notice of protest or to timely submit a claim shall waive the claim. No act, omission, or knowledge, actual or constructive, of the Port shall waive the requirement for timely written notice of protest and a timely written claim, unless the Port and the Contractor sign an explicit, unequivocal written waiver approved by the Port. The Contractor expressly acknowledges and agrees that the Contractor's failure to timely submit required notices of protest and/or timely submit claims has a substantial impact upon, and prejudices, the Port. For the purpose of calculating time periods, an "event giving rise to a claim," among other things, is not a Request for Information, but rather is a response that the Contractor believes would change the Contract Sum and/or Contract Time.
- F. False claims. The Contractor shall not make any fraudulent misrepresentations, concealments, errors, omissions, or inducements to the Port in the formation or performance of the Contract. If the Contractor or a Subcontractor of any tier submits a false or frivolous claim to the Port, which for purposes of this Section 11.01(F) is defined as a claim based in whole or in part on a materially incorrect fact, statement, representation, assertion, or record, the Port shall be entitled to collect from the Contractor by offset or otherwise (without prejudice to any right or remedy of the Port) any and all costs and expenses, including investigation and consultant costs, incurred by the Port in investigating, responding to, and defending against the false or frivolous claim.
- G. Compliance with lien and retainage statutes required. If a claim relates to, or is the subject of, a lien or retainage claim, the party asserting the claim may proceed in accordance with applicable law to comply with the notice and filing deadlines prior to resolution of the claim by mediation or by litigation.
- H. Performance required pending claim resolution. Pending final resolution of a claim, the Contractor shall continue to perform the Contract and maintain the Baseline Project Schedule, and the Port shall continue to make payments of undisputed amounts due in accordance with the Contract Documents.

11.02 MEDIATION

- A. Claims must be subject to mediation. At any time following the Port's receipt of a written claim, the Port may require that an officer of the Contractor and the Port's designee (all with authority to settle) meet, confer, and attempt to resolve a claim. If the claim is not resolved during this meeting, the claim shall be subject to mandatory mediation as a condition precedent to the initiation of litigation. This requirement can be waived only by an explicit, written waiver signed by the Port and the Contractor.
- B. Mediation procedure. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to agree upon a mediator. If the parties have not reached agreement within thirty (30) days of the request, either party may file the request with the American Arbitration Association, or such other alternative dispute resolution service to which the parties mutually agree, with a copy to the other party, and the mediation shall be

administered by the American Arbitration Association (or other agreed service). The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in Pierce County, Washington, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Unless the Port and the Contractor mutually agree in writing otherwise, all claims shall be considered at a mediation session that shall occur prior to Final Completion.

11.03 LITIGATION

- A. Claims not resolved by mediation are subject to litigation. Claims not resolved through mediation shall be resolved by litigation, unless the parties mutually agree otherwise. The venue for any litigation shall be Pierce County, Washington. The Contractor may bring no litigation on claims, unless such claims have been properly raised and considered in the procedures of this Article 11. The Contractor must demonstrate in any litigation that it complied with all requirements of this Article.
- B. Litigation must be commenced promptly. All unresolved claims of the Contractor shall be waived and released, unless the Contractor has complied with the requirements of the Contract Documents, and litigation is served and filed within 180 days of the date of Substantial Completion approved in writing by the Port or termination of the Contract. The pendency of mediation (the time period between receipt by the non-requesting party of a written mediation request and the date of mediation) shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse, or thirty (30) days after the date of the mediation session.
- C. Port not responsible for attorneys' fees. Neither the Contractor nor a Subcontractor of any tier, whether claiming under a bond or lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Port (but may recover attorneys' fees from the bond or statutory retainage fund itself to the extent allowable under law).
- D. Port may join Contractor in dispute. The Port may join the Contractor as a party to any litigation or arbitration involving the alleged fault, responsibility, or breach of contract of the Contractor or Subcontractor of any tier.

ARTICLE 12 - MISCELLANEOUS

12.01 GENERAL

- A. Rights and remedies are cumulative. 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. 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. All such rights of the Port shall survive completion of the Project or termination of the Contractor.
- B. Reserved rights do not give rise to duty. The rights reserved or possessed by the Port to take any action shall not give rise to a duty for the Port to exercise any such right.

12.02 WAIVER

- A. Waiver must be in writing and authorized by Port. Waiver of any provisions of the Contract Documents must be in writing and authorized by the Port. No other waiver is valid on behalf of the Port.
- B. Inaction or delay not a waiver. 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 constitute an approval or acquiescence of any breach or defect in the Work, nor shall any delay or failure of the Port to act waive or

otherwise prejudice the right of the Port to enforce a right or remedy at any subsequent time.

- C. Claim negotiation not a waiver. The fact that the Port and the Contractor may consider, discuss, or negotiate a claim that has or may have been defective or untimely under the Contract, shall not constitute a waiver of the provisions of the Contract Documents, unless the Port and the Contractor sign an explicit, unequivocal waiver.

12.03 GOVERNING LAW

- A. Washington law governs. This Contract and the rights and duties of the parties hereunder shall be governed by the internal laws of the State of Washington, without regard to its conflict of law principles.

12.04 COMPLIANCE WITH LAW

- A. Contractor to comply with applicable laws. The Contractor shall at all times comply with all applicable Federal, State and local laws, ordinances, and regulations. This compliance shall include, but is not limited to, the payment of all applicable taxes, royalties, license fees, penalties, and duties.
- B. Contractor to provide required notices. The Contractor shall give notices required by all applicable Federal, State and local laws, ordinances, and regulations bearing on the Work.
- C. Contractor to confine operations at site to permitted areas. The Contractor shall confine operations at the Project site to areas permitted by applicable laws, ordinances, permits, rules and regulations, and lawful orders of public authorities and the Contract Documents.

12.05 ASSIGNMENT

- A. Assignment. The Port and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party and to the partners, successors, assigns, and legal representatives of such other party. The Contractor may not assign, transfer, or novate all or any portion of the Contract, including but not limited to, any claim or right to the Contract Sum, without the Port's prior written consent. If the Contractor attempts to make an assignment, transfer, or novation without the Port's consent, the assignment shall be of no effect, and Contractor shall nevertheless remain legally responsible for all obligations under the Contract. The Contractor also shall not assign or transfer, to any third party, any claims it may have against the Port arising under the Contract or otherwise related to the Project.

12.06 TIME LIMIT ON CAUSES OF ACTION

- A. Time limit on causes of action. The Port and Contractor shall commence all causes of action, whether in contract, tort, breach of warranty, or otherwise, against the other arising out of, or related to, the Contract in accordance with the requirements of the dispute resolution procedure set forth in Article 11 of these General Conditions, within the time period specified by applicable law, and within the time limits identified in the Contract Documents. The Contractor waives all claims and causes of action not commenced in accordance with this Section 12.06.

12.07 SERVICE OF NOTICE

- A. Notice. Written notice under the Contract Documents by either the Contractor or Port may be served on the other party by personal service, electronic or facsimile transmission, or delivery service to the last address provided in writing to the other party. For the purpose of measuring time, notice shall be deemed to be received by the other party on the next business day following the sender's electronic or facsimile transmittal or delivery by delivery service.

12.08 RECORDS

- A. Contractor and Subcontractors to maintain records and cooperate with Port audit. The Contractor and Subcontractors of any tier shall maintain books, ledgers, records, documents, estimates, bids, correspondence, logs, schedules, emails, and other tangible and electronic data and evidence relating or pertaining to costs and/or performance of the Contract (“records”) to such extent, and in such detail, as will properly reflect and fully support compliance with the Contract Documents and with all costs, charges, and other amounts of whatever nature. The Contractor shall preserve these records for a period of six (6) years following the date of Final Acceptance under the Contract. Within seven (7) days of the Port’s request, both during the Project and for six (6) years following Final Acceptance, the Contractor and Subcontractors of any tier shall make available, at their office during normal business hours, all records for inspection, audit, and reproduction (including electronic reproduction) by the Port or its representatives; failure to fully comply with this requirement shall constitute a material breach of contract and a waiver of all claims by the Contractor and Subcontractors of any tier.
- B. Rights under RCW 42.56. The Contractor agrees, on behalf of itself and Subcontractors of any tier, that any rights under Chapter 42.56 RCW will commence at Final Acceptance, and that the invocation of such rights at any time by the Contractor or a Subcontractor of any tier, or their respective representatives, shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the Port.

12.09 STATUTES

- A. Contractor to comply with Washington statutes. The Contractor shall abide by the provisions of all applicable statutes, regulations, and other laws. Although a number of statutes are referenced in the Contract Documents, these references are not meant to be, and are not, a complete list.
 - 1. Pursuant to RCW 39.06, “Registration, Licensing of Contractors,” the Contractor shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27, “Registration of Contractors,” and shall satisfy all State of Washington bonding and insurance requirements. The Contractor shall also have a current state Unified Business Identifier number; have industrial insurance coverage for the Contractor’s employees working in Washington as required by Title 51 RCW; have an Employment Security Department number as required by Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW; and not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).
 - 2. The Contractor shall comply with all applicable provisions of RCW 49.28, “Hours of Labor.”
 - 3. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60, “Discrimination.”
 - 4. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92, “Provisions in Buildings for Aged and Handicapped Persons,” and the Americans with Disabilities Act.
 - 5. Pursuant to RCW 50.24, “Contributions by Employers,” in general, and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for an acceptable bond.
 - 6. The Contractor shall comply with pertinent provisions of RCW 49.17, “Washington Industrial Safety and Health Act,” and Chapter 296-155 WAC, “Safety Standards for Construction Work.”

7. Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-62-054 et seq., the Contractor shall provide to the Port, and have copies available at the Project site, a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier.
8. All products and materials incorporated into the Project as part of the Work shall be certified as "asbestos-free" and "lead-free" by United States standards, and shall also be free of all hazardous materials or substances. At the completion of the Project, the Contractor shall submit certifications of asbestos-free and of lead-free materials certifying that all materials and products incorporated into the Work meet the requirements of this Section, and shall also certify that materials and products incorporated into the Work are free of hazardous materials and substances.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes requirements for the Contractor's insurance.

1.02 SUBMITTAL REQUIREMENTS

- A. Evidence of the required insurance within ten (10) days of the issued Notice of Award to the Contractor.
- B. Updated evidence of insurance as required until final completion.

1.03 COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE

- A. The Contractor shall secure and maintain until Final Completion, at its sole cost and expense, the following insurance in carriers reasonably acceptable to the Port, licensed in the State of Washington, registered with the Washington State Insurance Commissioner, and possessing an A.M. Best rating of "A-, FSC six (6)" or better.
- B. The Port of Tacoma (Port) and the Northwest Seaport Alliance (NWSA) will be included as additional insureds for both ongoing and completed operations by endorsement to the policy using ISO Form CG 20 10 11 85 or forms CG 20 10 04 13 and CG 20 37 04 13 (or equivalent coverage endorsements). The inclusion of the Port and the NWSA as additional insureds shall not create premium liability for either the Port nor the NWSA.

Also, by endorsement to the policy, there shall be:

- 1. An express waiver of subrogation in favor of the Port;
 - 2. A cross liabilities clause; and
 - 3. An endorsement stating that the Contractor's policy is primary and not contributory with any insurance carried by the Port.
- C. If the Contractor, Supplier, or Subcontractors will perform any work requiring the use of a licensed professional, per RCW 18, the Contractor shall provide evidence to the Port of professional liability insurance in amounts not less than \$1,000,000.
 - D. This insurance shall cover all of the Contractor's operations, of whatever nature, connected in any way with the Contract, including any operations performed by the Contractor's Subcontractors of any tier. **It is the obligation of the Contractor to ensure that all Subcontractors (at whatever level) carry a similar program that provides the identified types of coverage, limits of liability, inclusion of the Port and the NWSA as additional insured(s), waiver of subrogation and cross liabilities clause.** The Port reserves the right to reject any insurance policy as to company, form, or substance. Contractor's failure to provide, or the Port's acceptance of, the Contractor's certificate of insurance does not waive the Contractor's obligation to comply with the insurance requirements of the Contract as specifically described below:
 - 1. Marine General Liability Insurance on an Occurrence Form Basis including, but not limited to:
 - a. Bodily Injury Liability;
 - b. Property Damage Liability;
 - c. Contractual Liability;
 - d. Products - Completed Operations Liability;

- e. Personal Injury Liability;
- f. Marine coverages as appropriate for the scope of work.

Alternatively, a Commercial General Liability (CGL) policy is acceptable if all of the above coverages are incorporated in the policy and there are no marine exclusions that will remove coverage for either vessels or work done by or above or around the water.

2. Marine Protection and Indemnity/Vessel Pollution Liability: Contractor shall obtain, at Contractor's expense and keep in effect during the term of the Contract, Marine Protection and Indemnity insurance which shall include Collision Liability and Jones Act coverages, including coverage for all masters, crew, and passengers. The limit of liability shall not be less than \$5,000,000. If Collision Liability is part of the Hull and Machinery coverage for the vessel, evidence of Hull and Machinery coverage in amounts not less than the actual cash value of the vessel shall also be provided.
 - a. Vessel Pollution Liability: Contractor shall obtain, at Contractor's expense and keep in effect during the term of the Contract, Vessel Pollution Liability on all vessels used under this Contract. Vessel Pollution Liability limits shall be the same as the Protection and Indemnity (P&I) limits called for in Section 2.
3. Comprehensive Automobile Liability including, but not limited to:
 - a. Bodily Injury Liability;
 - b. Property Damage Liability;
 - c. Personal Injury Liability;
 - d. Owned and Non-Owned Automobile Liability; and
 - e. Hired and Borrowed Automobile Liability.
4. Contractor's Pollution Liability (CPL) covering claims for bodily injury, property damage and cleanup costs, and environmental damages from pollution conditions arising from the performance of covered operations.
 - a. If the Work involves remediation or abatement of regulated waste to include, but not limited to asbestos containing materials, lead containing products, mercury, PCB, underground storage tanks, or other hazardous materials or substances, the CPL policy shall not exclude such coverage, or a specific policy covering such exposure shall be required from the Contractor and all Subcontractors performing such Work.
 - b. If the Work involves transporting regulated materials or substances or waste, a separate policy or endorsement to the CPL policy specifically providing coverage for liability and cleanup arising from an upset or collision during transportation of hazardous materials or substances shall be required from the Contractor and all Subcontractors performing such Work.
 - c. It is preferred that CPL insurance shall be on a true occurrence form without a sunset clause. However, if CPL insurance is provided on a Claims Made basis, the policy shall have a retroactive date prior to the start of this project, and this insurance shall be kept in force for at least three years after the final completion of this project. Alternatively, the contractor, at its option, may provide evidence of extended reporting period of not less than three (3) years in its place. The Contractor shall be responsible for providing the Port with certificates of insurance each year evidencing this coverage.
 - d. The Port and the NWSA shall be named as an additional insured(s) on the CPL policy.

5. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

- E. Except where indicated above, the limits of all insurance required to be provided by the Contractor shall be not less than \$2,000,000 for each occurrence. If the coverage is aggregated, the coverage shall be no less than two times the per occurrence or per claim limit. However, coverage in the amounts of these minimum limits shall not be construed as to relieve the Contractor from liability in excess of such limits. Any additional insured endorsement shall NOT be limited to the amounts specified by this Contract, unless expressly waived in writing by the Port.
- F. Contractor shall certify that its operations are covered by the Washington State Worker's Compensation Fund. The Contractor shall provide its Account Number or, if self-insured, its Certificate of Qualification Number. The Contractor shall also provide evidence of Stop-Gap Employers' Liability Insurance.

United States Longshoremen's and Harbor Worker's Act (USL&H) and Jones Act may be required for this project. The Contractor shall be solely responsible for determining the applicability of USL&H and Jones Act coverage. The failure of the Contractor to procure either USL&H or Jones Act coverage shall at no time create liability on the part of the Port. The Contractor shall bear all responsibility and shall indemnify and hold harmless the Port for any and all liability, cost, and/or damages.

- G. The Contractor shall furnish, within ten (10) days following issuance of the Notice of Award, a certificate of insurance satisfactory to the Port evidencing that insurance in the types and minimum amounts required by the Contract Documents has been secured. The Certificate of Insurance shall be signed by an authorized representative of the insurer together with a copy of the endorsement, which shows that the Port and the NWSA are named as additional insured(s).
- H. Contractor shall provide at least forty-five (45) days prior written notice to the Port of any termination or material change, or ten (10) day's-notice in the case of non-payment of premium(s).
- I. If the Contractor is required to make corrections to the Work after Final Completion, the Contractor shall obtain at its own expense, prior to the commencement of any corrective work, insurance coverage as required by the Contract Documents, which coverage shall be maintained until the corrections to the Work have been completed and accepted by the Port.

1.04 BUILDER'S RISK INSURANCE

- A. Until Final Completion of the Work, the construction Work is at the risk of the Contractor and no partial payment shall constitute acceptance of the Work or relieve the Contractor of responsibility of completing the Work under the Contract.

- B. To the extent the Work provided under this Contract does not include the construction, rehabilitation or repair of any dam, road or bridge, and whenever the estimated cost of the Work is less than \$25,000,000, the Port and Contractor acknowledge that the Port will purchase, or has purchased, from a company or companies lawfully authorized and admitted to do business in Washington, property insurance written on a Builder's Risk "all-risk" (including Earthquake and Flood with applicable sub-limits) or equivalent policy form to cover the course of construction in the amount of the full insurable value thereof. This property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Port has an insurable interest in the property, whichever is later. Without further endorsement, the coverage afforded by this insurance includes the interests of the Port, the Contractor, and Subcontractors of any tier on the Project. Coverage for materials intended to be installed in the facility will be covered by the Builder's Risk policy. Losses up to the deductible amount, and payment of any deductible amount, shall be the responsibility of the Contractor. All tools and equipment not intended as part of the construction or installation (including but not limited to Contractor's equipment and tools) will NOT be covered by the policy.

To the extent the Work provided under this Contract involves any dam, roadway or bridge, the value of which exceeds \$250,000, or whenever the estimated cost of the Work is equal to or greater than \$25,000,000, Contractor will purchase from a company or companies lawfully authorized and admitted to do business in Washington, property insurance written on a Builder's Risk "all-risk" (excluding Earthquake and Flood with applicable sub-limits) or equivalent policy form to cover the course of construction in the amount of the full insurable value thereof. This Builder's Risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Port has an insurable interest in the property, whichever is later. Contractor shall provide evidence satisfactory to the Port confirming the coverage afforded by this insurance shall include the interests of the Port, the Contractor, and Subcontractors of any tier on the Project. Coverage for materials intended to be installed in the facility will be covered by the Builder's Risk policy purchased by the Contractor. Losses up to the deductible amount, and payment of any deductible amount, shall be the responsibility of the Contractor.

In all instances, the Contractor shall obtain property insurance for all Contractor-owned equipment and tools and, in the event of loss, payment of any deductible amount shall be the responsibility of the Contractor.

PART 2 - PRODUCTS - NOT USED

PART 3 - PRODUCTS - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 PREVAILING AND OTHER REQUIRED WAGES

- A. The Contractor shall pay (and shall ensure that all Subcontractors of any tier pay) all prevailing wages and other wages (such as Davis-Bacon Act wages) applicable to the Project.
- B. Pursuant to RCW 39.12, "Prevailing Wages on Public Works," no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the "prevailing rate of wage" in effect as of the date that bids are due.
 - 1. Based on the Bid Date, the applicable effective date for prevailing wages for this Project is August 10, 2021.
- C. The State of Washington prevailing wage rates applicable for this public works Project, which is located in Pierce County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
- D. The schedule of the prevailing wage rates is made a part of the Contract Documents by reference as though fully set forth herein, and a printed copy of the applicable prevailing wage rates are also available for viewing at the Port Administration Building, located at 1 Sitcum Plaza, Tacoma, WA 98421 (253-383-5841). Upon request to the Procurement Department at procurement@portoftacoma.com, the Port will email or mail a hard copy of the applicable Journey Level prevailing wages for this Project.
- E. Questions relating to prevailing wage data should be addressed to the Industrial Statistician.
 - Mailing Address: Washington State Department of Labor and Industries
Prevailing Wage Office
P.O. Box 44540
Olympia, WA 98504
 - Telephone: (360) 902-5335
 - Facsimile: (360) 902-5300
 - 1. If there is any discrepancy between the provided schedule of prevailing wage rates and the published rates applicable under WAC 296-127-011, the applicable published rates shall apply with no increase in the Contract Sum. It is the Contractor's responsibility to ensure that the correct prevailing wage rates are paid.
- F. Statement to Pay Prevailing Wages
 - 1. Prior to any payment being made by the Port under this Contract, the Contractor, and each Subcontractor of any tier, shall file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries for approval.
 - 2. The statement shall include the hourly wage rate to be paid to each classification of workers entitled to prevailing wages, which shall not be less than the prevailing rate of wage, and the estimated number of workers in each classification employed on the Project by the Contractor or a Subcontractor of any tier, as well as the Contractor's contractor registration number and other information required by the Department of Labor and Industries.
 - 3. The statement, and any supplemental statements, shall be filed in accordance with the requirements of the Department of Labor and Industries. No progress payment shall be made until the Port receives such certified statement.

- G. The Contractor shall post, in a location readily visible to workers, at the Project site: (i) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician of the Department of Labor and Industries and (ii) the address and telephone number of the Industrial Statistician of the Department of Labor and Industries to whom a complaint or inquiry concerning prevailing wages may be directed.
- H. If a State of Washington prevailing wage rate conflicts with another applicable wage rate (such as Davis-Bacon Act wage rate) for the same labor classification, the higher of the two shall govern.
- I. Pursuant to RCW 39.12.060, if any dispute arises concerning the appropriate prevailing wage rate for work of a similar nature, and the dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his or her decision shall be final and conclusive and binding on all parties involved in the dispute.
- J. Immediately following the end of all Work completed under this Contract, the Contractor and each Subcontractor of any tier, shall file an approved Affidavit of Wages Paid with the Department of Labor and Industries.
- K. The Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold the Port harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs, and expenses, whether direct, indirect, including, but not limited to, attorneys' fees and consultants' fees and other costs and expenses, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or RCW Title 51 ("Industrial Insurance"), including, but not limited to, RCW 51.12.050.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 REQUIREMENTS APPLICABLE PORT-WIDE

- A. The Contractor shall submit, prior to the start of Work, a list of emergency contact numbers for itself and its Subcontractors, Suppliers, and manufacturer representatives. Each person on the Project site shall have a valid identification card that is tamper proof with laminated photo identification, such as one (1) of the following:
 - 1. State-issued Driver's license (also required if driving a vehicle)
 - 2. Card issued by a governmental agency
 - 3. Passport
 - 4. Pacific Maritime Association card
 - 5. Labor organization identification card
- B. Identification cards shall be visible while on the Project site or easily displayed when requested.

1.02 TRANSPORTATION WORKER IDENTIFICATION CARD (TWIC) SUMMARY

- A. TWIC is required for all personnel needing unescorted access to secure and restricted areas of Port facilities subject to 33 CFR 105, including truckers, surveyors, construction personnel, and delivery personnel. Secure areas are those areas with security measures for access control in accordance with a Coast Guard approved security plan. Restricted areas are those areas within a secure area that require increased limited access and a higher degree of security protection. New terminals under construction prior to terminal operations may not be designated secure areas. Construction on existing maritime transportation facilities and punchlist or other type of work requirements on facilities that have been certified under 33 CFR will require a TWIC.
- B. Contractors should allow for application and enrollment for the security threat assessment and issuance of TWIC when submitting a bid.

1.03 ESCORTING

- A. To access restricted Port facilities, all un-credentialed individuals must be accompanied by a person who has been issued a TWIC and trained as an escort at that specific facility. Each restricted facility has their own guidelines for escorting. Having escort training at one facility does not qualify you to escort at other facilities. Prior to conducting escort services for non-TWIC personnel, the escorts are required to contact the Facility Security Officer at the gate for verification they are on the escort list and to document who is being escorted. For required documentation, upon completion of escorting, the escort is to inform the Security officer that the escort is complete. It is the Contractor's responsibility to schedule escort training with the Facility Security Officer.
- B. For more information, refer to the Port Security website at:
<http://www.portoftacoma.com/shipping/security>
- C. For Project specific information, refer to Section 01 14 00 - Work Restrictions.

1.04 ELIGIBILITY FOR TWIC

- A. Refer to the Transportation Worker Identification Credential website at: <https://www.tsa.gov/for-industry/twic> for information on eligibility and applying for TWIC.

1.05 TWIC USE AND DISPLAY

- A. Each worker granted unescorted access to secure areas of a facility or vessel must present their cards to authorized personnel, who will compare the holder to his or her photo, inspect

security features on the TWIC, and evaluate the card for signs of tampering. The Coast Guard will verify TWIC's when conducting vessel and facility inspections and during spot checks using hand-held scanners, ensuring credentials are valid.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE

- A. The accompanying Drawings and Specifications show and describe the location and type of Work to be performed under this project. Work is more specifically defined on the drawings listed in Section 00 01 15.
 - 1. The Work under this contract is to provide, furnish and install all labor, materials and equipment required to complete the work, installed, tested, and ready for use, and as described in these documents.
 - 2. The Maintenance Dredging at Piers 3 & 4 and Washington United Terminals consists of: maintenance dredging to address high spots impacting the berthing areas of Washington United Terminal (WUT) and Piers 3 & 4. All material is anticipated to be disposed of at the Commencement Bay open-water dredge material disposal site.

1.02 LOCATIONS

- A. The work is located at:
- B. Piers 3 & 4 (Husky Terminal)
1101 Port of Tacoma Rd

AND

Washington United Terminals (WUT)
1815 Port of Tacoma Road
Tacoma, WA 98421

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies work sequence and constraints.
- B. The purpose of the milestones, sequence and limitations of construction are to ensure that the Contractor understands the requirements and limitations on its work by the specific characteristics of the Contract, schedules and conducts work in a manner consistent with achieving these purposes, and complies with the construction schedule, the specific sequence, constraints, milestones and limitations of work specified.
- C. Sequence of construction. Plan the sequence of construction to accommodate all the requirements of the specifications. The Contract Price shall include all specified requirements as described in this Section.

1.02 CONTRACTOR ACCESS AND USE OF PREMISES

A. Activity Regulations

- 1. Ensure Contractor personnel deployed to the project become familiar with and follow all regulations or restrictions established by the Engineer.
- 2. The Contractor shall have access to the construction site by Contractor's boat. Contractor may use Port of Tacoma's access float located at the Port's Administration Building, 1 Sitcum Plaza, Tacoma, WA 98421 and park employee vehicles in the adjacent parking lot.

B. Waterway Restrictions

- 1. The work is in a congested waterway and is surrounded by active terminals. The Contractor shall make themselves aware of the shipping schedules in the waterway and shall adjust their work accordingly; in particular the Contractor shall review the placement of equipment, anchors, anchor lines, bouys, etc. to avoid interruption or interference with marine vessel traffic in the waterway. The operations of commercial business shall have precedence. The Contractor shall coordinate with Port Operations at (253) 383-9420 on a daily basis to confirm Contractor's work and scheduled ship traffic.

C. Working Facility

- 1. The Facility will remain in operation for the duration of construction. The Contractor shall conduct all items of the Work in such a manner as to prevent interference with the normal operations of the Facility.
- 2. Washington United Terminal and Piers 3 & 4 are active shipping terminals. Terminal operations shall not be impacted by dredging activities.
- 3. []

D. Work Site Regulations

- 1. Keep within the limits of work and assigned avenues of ingress and egress. Do not enter any areas outside the designated work location unless previously approved by the Engineer. The Contractor must comply with the following conditions:
 - a. Restore all common areas to a clean and useable condition that permits the resumption of Tenant operations after the Contractor ceases daily work.
 - b. Be responsible for control and security of Contractor-owned equipment and materials at the work site. Report to Port Security (phone (253) 383-9472) any missing/lost/stolen property.

- c. Ensure all materials, tools and equipment will be removed from the site or secured within the designated laydown area at the end of each shift.
2. There are no work hour restrictions associated with these locations, although the Contractor shall comply with local ordinances with regard to noise and work hour restrictions. In the event that the Contractor is planning to work outside of the typical work hours (Monday - Friday 0700-1700) the Contractor is to notify the Engineer at least 3 working days in advance to arrange for the necessary inspection and testing as may be necessary.

1.03 DREDGING SEQUENCE AND RESTRICTIONS

- A. DMMP Suitability Determination (located in Appendix E) requires that all dredge material be removed and disposed of during one dredge event (Project). Additionally, dredging of material at dredge area WUT-1, specifically around sample location W3, shall be prioritized as berth availability allows. WUT-1 shall not be the last berthing area dredged. All other berthing areas shall be dredged as vessel traffic allows.
- B. Contractor to complete dredging activities in a single berth before moving to a new location.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. Procedures for preparation and submittal of applications for progress payments.

1.02 PAYMENT PROCEDURES

- A. Monthly pay estimates shall clearly identify the work performed for the given time period based on the approved Schedule of Values.
1. At the Pre-construction meeting, the Engineer and the Contractor shall agree upon a date each month when payment applications shall be submitted.
- B. For each pay estimate the Contractor shall submit the following:
1. Completed Contractor invoice and updated Schedule of Values tracking sheet as required by Division 01 or as established by the Engineer.
2. Baseline Project Schedule and narrative updated as required by Section 01 32 16 of the Project Manual.
3. Completed "Amounts Paid to Subcontracts and Suppliers" showing total contract amount, amount paid this estimate, total paid to date, and balance owing.
4. Completed "Conditional Release and Waiver of Liens and Claims."
5. An estimated cashflow statement projecting the Contractor's monthly billings on the project shall be submitted with each payment application.
- C. Prior to submitting a payment application, the Contractor and Engineer shall meet each month to review the work accomplished to determine the actual quantities including labor, materials and equipment charges to be billed.
1. Prior to the payment application meeting, the Contractor shall submit to the Engineer all measurement documentation as referenced in these contract documents; to include all measurement by weight, volume or field.
2. For all change work being done on a force account basis, the Contractor shall submit prior to meeting with Engineer all Force Account back-up documentation as required to process the payment application where Force Account work is being billed. The Engineer and the Contractor shall review the documentation at the payment application meeting to verify quantities and review the work accomplished.
3. The Contractor shall bring a copy of all documentation to the pay application meeting with the Engineer.
4. The Contractor shall submit the updated baseline project schedule for review prior to submitting the payment application to ensure the payment processing is not held up due to necessary schedule revisions.
- D. Following the Engineers' review, the Contractor shall submit the agreed upon pay estimate electronically, with complete supporting documentation, using e-Builder®.

1.03 PAYMENT PRICING

- A. Pricing for the various lump sum or unit prices in the Bid Form, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the work in accordance with the requirements of the Contract Documents.

- B. Pricing also includes all costs of compliance with the regulations of public agencies having jurisdiction, including safety and health requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).
- C. No separate payment will be made for any item that is not specifically set forth in the Bid Form, and all costs therefore shall be included in the prices named in the Bid Form for the various appurtenant items of work.
- D. All other work not specifically mentioned in the measurement and payment sections identified below shall be considered incidental to the work performed and merged into the various unit and lump sum prices bid. Payment for work under one item will not be paid for under any other item.
- E. The Port of Tacoma reserves the right to make changes should unforeseen conditions necessitate such changes. Where work is on a unit price basis, the actual quantities occasioned by such changes shall govern the compensation.

1.04 LUMP SUM MEASUREMENT

- A. Lump sum measurement will be for the entire item, unit of Work, structure, or combination thereof, as specified and as indicated in the Contractor's submitted bid.
 - 1. If the Contractor requests progress payments for lump sum items, such progress payments will be made in accordance with an approved Schedule of Values. The quantity for payment for completed work shall be an estimated percentage of the lump sum amount, agreed to between the Engineer and Contractor, payable in monthly progress payments in increments proportional to the work performed in amounts as agreed between the Engineer and the Contractor.

1.05 MEASUREMENT OF QUANTITIES FOR UNIT PRICES

- A. Measurement Standards:
 - 1. All Work to be paid for at a contract price per unit measurement, as indicated in the Contractor's submitted bid, will be measured by the Engineer in accordance with United States Standard Measures.
- B. Measurement by Volume:
 - 1. Measurement by volume will be by the cubic dimension indicated in the Contractor's submitted bid. Method of volume measurement will be by the unit volume in place or removed as shown on the Contract Drawings or as specified.
- C. Field Measurement for Payment:
 - 1. The Contractor shall take all measurements by providing equipment, workers, and survey crews as required to measure quantities in accordance with the provisions for measurement specified herein. No allowance will be made for specified tolerances.
 - 2. The Engineer will verify all quantities of Work performed by the Contractor on a unit-price basis, for progress payment purposes.

1.06 REJECTED, EXCESS, OR WASTED MATERIALS

- A. Quantities of material wasted or disposed of in a manner not called for under the Contract; rejected loads of material, including material rejected after it has been placed by reasons of the failure of the Contractor to conform to the provisions of the Contract; material not unloaded from the transporting vehicle; material placed outside the lines indicated on the Contract Drawings or established by the Engineer; or material remaining on hand after completion of the Work, will

not be paid for, and such quantities shall not be included in the final total quantities. No additional compensation will be permitted for loading, hauling, and disposing of rejected material.

1.07 MEASUREMENT AND PAYMENT

A. Item #1: Mobilization and Demobilization

1. Payment for Mobilization and Demobilization shall be for preparatory work and operations performed by the Contractor including, but not limited to, those necessary for the movement of its personnel, equipment, supplies and incidentals to and from the project site; temporary facilities and controls; for the establishment and removal of its offices, buildings and other facilities necessary for work on the project; for other work and operations which it must perform or costs it must incur before beginning production work on the various items on the project site, and for removal of personnel, equipment, supplies, offices, building facilities, sheds, fencing, and other incidentals from the site.
2. Mobilization and Demobilization shall be paid at the lump sum price listed in the Contractor's submitted bid. Incremental payment shall be made for each location as follows:
 - a. 40% after completion of 5% of the total contract amount of other bid items have been earned.
 - b. 40% after completion of 20% of the total contract amount of other bid items have been earned.
 - c. 20% after completion of all work on the project has been completed, including cleanup and acceptance of the project by the Port.

B. Item #2: Project Administration - Piers 3 & 4

1. Item Description: The Work of this item includes all administrative costs associated with administering and supervising the project including, but not limited to supervision of personnel, coordination of all work activities, coordination of subcontractors and/or suppliers, preparation and transmittal of submittals, permit acquisitions, for premiums on bonds and insurance for the project, and project overhead.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

C. Item #3: Field Engineering - Piers 3 & 4

1. Item Description: The Work of this item includes all work necessary for Field Engineering, verifying survey reference points, completion of pre and post-dredge surveys, installation and removal of tide boards, as described in these Specifications.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

D. Item #4: Dredging - Piers 3 & 4.

1. Item Description: The Work of this item includes: implementation of required best management practices associated with dredging operations; dredging of material as noted

- on the Drawings; loading into dump barges; transport and disposal of material in open water; and compliance, coordination and reporting requirements associated with open water disposal.
2. Measurement: This item will be measured by the cubic yard based on a neat-line dredge cut volume calculation comparing the pre-dredge survey to the post-dredge survey performed after the removal of dredge material.
 3. Payment: This item will be paid for based on calculated quantities for the period being billed.
- E. Item #5: Project Administration - WUT
1. Item Description: The Work of this item includes all administrative costs associated with administering and supervising the project including, but not limited to supervision of personnel, coordination of all work activities, coordination of subcontractors and/or suppliers, preparation and transmittal of submittals, permit acquisitions, for premiums on bonds and insurance for the project, and project overhead.
 2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
 3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.
- F. Item #6: Field Engineering - WUT
1. Item Description: The Work of this item includes all work necessary for Field Engineering, verifying survey reference points, completion of pre and post-dredge surveys, installation and removal of tide boards, as described in these Specifications.
 2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
 3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.
- G. Item #7: Dredging - Piers WUT.
1. Item Description: The Work of this item includes: implementation of required best management practices associated with dredging operations; dredging of material as noted on the Drawings; loading into dump barges; transport and disposal of material in open water; and compliance, coordination and reporting requirements associated with open water disposal.
 2. Measurement: This item will be measured by the cubic yard based on a neat-line dredge cut volume calculation comparing the pre-dredge survey to the post-dredge survey performed after the removal of dredge material.
 3. Payment: This item will be paid for based on calculated quantities for the period being billed.
- H. Item #8: Dredge Debris Allowance
1. Item Description: This allowance will be for compensation of costs associated with removal and disposal of regulated and non-regulated materials/waste encountered during dredging. Regulated materials/waste consists of creosote timber and piles, batteries, PCB's, and the like. Non-regulated materials consist of concrete, pipes, riprap, logs, wire, cable, steel bands, anchors, lumber, trash, etc. This bid item will be paid preferably as negotiated unit price(s) or lump sum(s). If unit prices or lump sums cannot be established, work will be

paid on a time and materials basis per Section 00 72 00 General Conditions Article 8.0. Work under this bid item shall be accomplished upon written direction from the Engineer as a Minor Change in Work. This entire bid item may not be used.

2. Measurement: This item will be measured based upon the method agreed upon for each Minor Change issued.
3. Payment: This item will be paid for at the price agreed upon for each Change in Work issued by the Engineer in accordance with procedures noted in Section 01 26 00 - Change Management Procedures.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.02 SUBMITTALS

- A. The Contractor shall submit for approval the following documentation to the Port for force account change orders:
 - 1. List of Labor Rates
 - a. For the Contractor and each subcontractor, a list of labor rates for each trade applicable to the scope of work to be performed. These submitted rates shall be broken down to include the base wage, fringes, FICA, SUTA, FUTA, industrial insurance, and medical aid premiums as stated in the General Conditions. The rates shall not contain any travel time, safety, loss efficiency factors, overhead, or profit. Rates shall be submitted for straight time, overtime, and double time in a form acceptable to the Engineer. Contractor shall provide proof of all labor rate costs as required by the Engineer, including the submission of a copy of the most current Workers Compensation Rate Notice from Labor & Industries and a copy of the Unemployment Insurance Tax Rate notice from the Employment Security Department.
 - 1) If labor rates change during the course of the project or additional labor rates become required to complete the work, the Contractor shall submit new rates for approval.
 - 2. List of Equipment.
 - a. Submit for the Contractor and each subcontractor, a list of equipment and rates applicable to the scope of work to be performed. The equipment rates shall conform to the rates shown on Equipment Watch. A separate page from equipment watch detailing the hourly rate shall be submitted as backup documentation for each piece of equipment.
 - 1) If the list of equipment and/or equipment rates changes during the course of the project or additional equipment becomes required to complete the work, the Contractor shall submit a new list and rates for approval.

1.03 METHOD TO CALCULATE ADJUSTMENTS TO CONTRACT PRICE

- A. One of the following methods shall be used:
 - 1. Unit Price Method;
 - 2. Firm Fixed Price Method (Lump Sum); or,
 - 3. Time and Materials Method (Force Account).
- B. The Port preferred methods are firm fixed price or unit prices.

1.04 MINOR CHANGES IN THE WORK

- A. Engineer will issue a written directive authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.05 PROPOSAL REQUESTS

- A. Port-Initiated Proposal Requests: The Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. Work Change Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
 2. Contractor shall submit a written proposal within the time specified in the General Conditions. The proposal shall represent the Contractor's offer to perform the requested work, and the pricing set forth within the proposal shall represent full, complete, and final compensation for the proposed change and any impacts to any other Contract Work, including any adjustments in the Contract Time.
 - a. Include a breakdown of the changed work in sufficient detail that permits the Engineer to substantiate the costs.
 - 1) Generally, the cost breakdown should be divided into the time and materials categories listed in the General Conditions under Article 8.02.B for either Lump Sum Proposals or Force Account Proposals.
 - 2) For Unit Price Proposals, include the quantity and description of all work involved in the unit pricing being proposed, along with a not to exceed total cost.
 - b. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or differing site conditions require modifications to the Contract, the Contractor may initiate a claim by submitting a request for a change to the Engineer.
1. Notify the Engineer immediately upon finding differing conditions prior to disturbing the site.
 2. Provide follow-up written notification and differing site conditions proposal within the time frames set forth in the General Conditions.
 3. Provide the differing site condition change proposal in the same or similar manner as described above under 1.05.A.
 4. Comply with requirements in Section 00 26 00 Substitution Procedures if the proposed change requires substitution of one product or system for product or system specified.
 5. Proposal Request Form: Use form acceptable to Engineer.

1.06 PROCEEDING WITH CHANGED WORK

- A. The Engineer may issue a directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order per the General Conditions, Article 8.01.E.
1. The directive will contain a description of change in the Work and a not-to-exceed amount. It will designate the method to be followed to determine the change in the Contract Sum or the Contract Time.

1.07 CHANGE ORDER PROCEDURES

- A. Issuance of Change Order

1. On approval of the Contractor's proposal, and following successful negotiations, the Engineer will issue a Change Order for signature by the Contractor and execution by the Engineer.
 - a. The Contractor shall sign and return the Change Order to the Engineer within **four (4) days** following receipt of the Change Order from the Engineer. If the Contractor fails to return the signed Change Order within the allotted time, the Engineer may issue a Unilateral Change Directive.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes specifications for preparation, format, and submittal of Schedule of Values.
- B. The Schedule of Values will establish unit prices for individual items of work.
- C. The Schedule of Values will be the basis for payment of contract work.

1.02 PREPARATION

- A. To facilitate monthly pay requests, develop the Schedule of Values based on the Contractor's submitted Bid Items. The Schedule of Values shall be used to provide an allocation of the Work for measurement and payment to a level of detail to ensure accurate payment for the Work accomplished. The Schedule of Values is based on unit priced bid items and a breakdown of each lump-sum bid item. The total dollars for the Schedule of Values shall total the bid amount.
- B. Obtain the agreement of the Engineer on the Schedule of Values. No payment will be made prior to an agreed upon Schedule of Values.
- C. Include an updated version of the Schedule of Values as changes occur. Update the Schedule of Values to include:
 - 1. Dollars earned and percent complete for the current progress payment period,
 - 2. Dollars earned and percent complete to-date, excluding the current progress payment period,
 - 3. Total dollars earned and percent complete to-date,
 - 4. Total dollars remaining, and
 - 5. Changes resulting from Change Orders.
- D. The total value of the line items in the Schedule of Values plus any approved Change Orders shall be equal to the current approved contract price.
- E. The value of stored material shall be identified in the Schedule of Values with both a material-purchase activity and a separate corresponding installation activity in the Construction Schedule(s).
- F. Include as exhibits, drawings or sketches as necessary, to better define the limits of pay items that are in close proximity and that have no clear boundary in the Contract Drawings.

1.03 SUBMITTAL

- A. Submit preliminary Schedule of Values within 10 days of the effective date of the Notice to Proceed.
- B. Submit corrected Schedule of Values within 10 days upon receipt of reviewed Schedule of Values.
- C. At the Engineer's request, submit documentation substantiating the cost allocations for line items within the Schedule of Values.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 SCHEDULE OF VALUES

- A. Submit the Schedule of Values in a form acceptable to the Engineer.
- B. Provide updated Schedule of Values as required by the Engineer and as indicated in the Contract Documents.

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE

- A. The purpose of this section is to provide the framework for communication between the Port and the Contractor by defining the types and timing of administrative tasks, including meetings and other items related to communications.

1.02 NOTICE TO PROCEED

- A. Contract execution will be made per the requirements of the Contract Documents. Once the contract has been executed and all pre-work submittals have been received, the Engineer will issue a Notice to Proceed (NTP).
 - 1. In certain instances, the Engineer may issue to the Contractor a Limited NTP for specified elements of the work described in these Contract Documents.
- B. The Contractor shall submit all pre-work submittals within 10 days of contract execution.
 - 1. No contract time extension shall be granted for any delays in issuance of the NTP by the Engineer due to the Contractor's failure to provide acceptable submittals required by the Contract Documents.

1.03 COORDINATION

- A. The Contractor shall coordinate all its activities through the Engineer.
- B. The Contractor shall coordinate construction operations as required to execute the Work efficiently, to obtain the best results where installation of one part of the Work depends on other portions.

1.04 PROJECT MEETINGS

- A. Pre-Construction Meeting
 - 1. After execution of the contract, but prior to commencement of any work at the site, a mandatory one time meeting will be scheduled by the Engineer to discuss and develop a mutual understanding relative to the administration of the safety program, preparation of the Schedule of Values, change orders, RFI's, submittals, scheduling prosecution of the work. Major subcontractors who will engage in the work shall attend.
 - 2. Suggested Agenda: The agenda will include items of significance to the project.
 - 3. Location of the Pre-Construction Meeting will be held at the Port of Tacoma Administration Building located at One Sitcum Plaza.
- B. Weekly Progress Meetings – Progress meetings include the Contractor, Engineer, consultants and others affected by decisions made.
 - 1. The Engineer will arrange meetings, prepare standard agenda with copies for participants, preside at meetings, record minutes and distribute copies within ten working days to the Contractor, meeting participants, and others affected by decisions made.
 - a. The Engineer will approve submitted meeting minutes in writing within 10 working days.
 - 2. Attendance is required for the Contractor's job superintendent, major subcontractors and suppliers, Engineer, and representatives of the Port as appropriate to the agenda topics for each meeting.
 - 3. Standard Agenda

- a. Review minutes of previous meeting
- b. Review of work progress
- c. Field observations, problems, and decisions
- d. Identification of problems that impede planned progress
- e. Maintenance of Progress Schedule (3 weeks ahead; 1 week back)
- f. Corrective measures to regain projected schedules
- g. Planned progress during succeeding work period
- h. Coordination of projected progress
- i. Maintenance of quality and work standards
- j. Effect of proposed changes on progress schedule and coordination
- k. Demonstration that the project record drawings are up-to-date
- l. Other business relating to the work

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. The Port and Contractor shall use the Port Contract Management application (e-Builder®) for electronic information exchange throughout the duration of the Contract, as later described.
 - 1. e-Builder® is a web-based application accessed via the web.
 - 2. The Contractor will receive up to two separate user accounts for access to e-Builder®.
 - 3. The joint use of this system is to facilitate and coordinate the electronic exchange of Requests for Information, Submittals, Change Order Proposals, Pay Applications, and project specific correspondence.

1.02 USER ACCESS LIMITATIONS

- A. Contractor's access to e-Builder® is granted and controlled by the Engineer.
 - 1. The users assigned by the Contractor to use e-Builder® shall be competent and experienced with the practices commonly employed in the industry for electronically submitting requests for information, submittals, product data, shop drawings and related items as required by the contract and the methods commonly used for project correspondence transmission and filing.
 - 2. Any users assigned by the Contractor whom the Engineer determines is incapable of performing the prescribed tasks in an accurate, competent and efficient manner will be removed upon request from the Engineer. The qualifications and identity of a replacement user shall be submitted within 24 hours for consideration by the Engineer. Once accepted by the Engineer, the user account will be modified accordingly.

1.03 CONTRACTOR TECHNOLOGY REQUIREMENTS

- A. The Contractor is responsible for providing and maintaining web enabled devices capable of running the desktop version of the e-Builder® website effectively.

1.04 CONTRACTOR SOFTWARE REQUIREMENTS

- A. The Contractor is responsible for providing and maintaining the following:
 - 1. An office suite that is Microsoft Office 2013 compatible for generation and manipulation of correspondence.
 - 2. A program capable of editing, annotating and manipulating Adobe pdf files for inserting the Contractor's review stamp, clouding and adding notation to the files as necessary for review by the Engineer.

1.05 CONTRACTOR RESPONSIBILITY

- A. Provide all the equipment, internet connections, software, personnel and expertise required to support the use of e-Builder® as described in the Contract documents.

1.06 PORT RESPONSIBILITY

- A. Provide the Contractor with the following:
 - 1. All forms necessary for application to obtain permissions to access e-Builder® as described above.
 - 2. Information, basic user guides and requirements on methods for using e-Builder®.
 - 3. Instruction for the Contractor's staff utilizing e-Builder®.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 UTILIZATION OF E-BUILDER®

- A. The Contractor shall provide required information in a timely manner that also supports the project schedule and meets the requirements of the Contract.
- B. The Contractor shall provide and maintain competent and qualified personnel to perform the various tasks required to support the work within e-Builder®.
- C. The Port will not be liable for any delays associated from the usage of e-Builder® including, but not limited to: slow response time, Port maintenance and off-line periods, connectivity problems or loss of information. Under no circumstances shall the usage of e-Builder® software be grounds for a time extension or cost adjustment to the contract.

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

- A. This section includes the requirements to provide a preliminary schedule and construction progress schedule, bar chart type.

1.02 SUBMITTALS

- A. Within 10 days following execution of the contract, submit a baseline project schedule defining planned operations.
- B. If the baseline project schedule requires revision after review, submit revised baseline project schedule within 10 days.
- C. Within 20 days after review of baseline project schedule, submit draft of proposed complete baseline project schedule for review.
- D. Submit updated progress schedule monthly to the Engineer with each pay application as required in Section 01 20 00 Price and Payment Procedures.

1.03 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or Consultant specializing in Critical Path Method (CPM) scheduling with one year's minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

1.04 SCHEDULE FORMAT

- A. The baseline project schedule shall be produced using the CPM format.
- B. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- C. Sheet Size: Multiples of 11 x 17 (280 x 432 mm).

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 BASELINE SCHEDULE

- A. Prepare baseline project schedule in the form of a horizontal bar chart.
- B. The baseline project schedule shall include all the activities listed in the Schedule of Values and be directly related to items listed in the Bid Form. The Contractor is encouraged to add sufficient activities to facilitate a clear understanding of the means and methods planned for the various work items.
- C. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction and critical path. At a minimum it shall include and show the following:
 - 1. A time scale showing the elementary work items needed to complete the work;
 - 2. Estimated time durations for each activity, defined as any single identifiable work step within the project;
 - 3. A graphical network diagram showing the logical sequence of activities, their precedence relationships, and estimated float or leeway available for each;

4. The different categories of work as distinguished by crew requirements, equipment requirements, and construction materials; and
 5. The different areas of responsibility, such as distinctly separate or subcontracted work, and identifiable subdivisions of work.
- D. It shall be maintained and updated as necessary to accurately reflect past progress and the most probable future progress.
 - E. Activities shown shall include submittals, milestones, and sufficient task breakdown for major components of work.
 - F. Identify work of separate stages and other logically grouped activities.
 - G. Provide sub-schedules to define critical portions of the entire schedule.
 - H. Provide separate schedule of submittal dates for shop drawings, product data, samples, owner-furnished products, products identified, and dates reviewed submittals will be required from the Engineer. Indicate decision dates for selection of finishes.

3.02 PROGRESS SCHEDULE

- A. From the regularly-maintained baseline project schedule, progress schedules showing a three-week look-ahead, one-week look-back, shall be submitted and distributed at the weekly progress meetings. The progress schedule shall represent a practical plan to complete the work shown within the contract work window presented. At a minimum, the presentation, typically a Gantt-style chart, shall convey the task durations, a logical work sequence, task interdependencies, and identify important or critical constraints.
- B. Submittal and distribution of progress schedules will be understood to be the Contractor's representation that the scheduled work meets the requirements of the contract documents and that the work will be executed in the manner and sequence presented, and over the durations indicated.
- C. The scheduling, coordination, and execution of construction in accordance with the contract documents are the responsibility of the Contractor. The Contractor shall involve, coordinate, and resolve scheduling with all subcontractors, material suppliers, or others affected in development of the progress schedules.
- D. The progress schedule shall be used for coordination purposes for inspection and testing purposes as well as validation of work progress against the baseline schedule.

3.03 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Indicate changes required to maintain Date of Substantial Completion.
- E. Submit reports required to support recommended changes.
- F. Contractor shall submit an updated progress schedule with each pay application and include a written narrative describing the overall progress of the work. The narrative shall include the following key aspects:
 1. Progress in the last period.

2. Critical Path progress and schedule concerns.
3. Changes to schedule logic or sequencing of the work.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes the requirements to provide a submittal log and project submittals.

1.02 SUBMITTAL LOG

- A. Contractor shall, within 10 days of contract execution prepare and submit for Engineer approval a detailed log of all the submittals required under this Contract, along with any other submittals identified by the Port or Contractor. The log shall include, but not be limited to, schedules, required construction Work plans, equipment and material cut sheets, shop drawings, project record documents, test results, survey records, record drawings, results of QC testing, and all other items for which a submittal is required. The submittal log shall be organized by CSI Specification Division, and Section number and include the following information:
 - 1. Item Description
 - 2. Category
 - 3. Specification Section information of the applicable section
 - 4. After the submittal log is reviewed and approved by the Engineer, it shall become the basis for the submittal of all items by Contractor.

1.03 COMPLIANCE

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

1.04 SHOP DRAWINGS AND MANUFACTURERS' LITERATURE

- A. The Port will not accept shop drawings that prohibit the Port from making copies for its own use.
- B. Shop drawings shall be prepared accurately and to a 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 approval shall be drawn to scale as ANSI D.
- D. Required electronic formats for these drawings are as follows:
 - 1. AutoCad DWG
 - 2. PDF - Formatted to print to half-scale using 11x17 paper
- E. Catalog cuts or brochures shall show the type, size, ratings, style, color, manufacturer, and catalog number of each item and be complete enough to provide for positive and rapid identification in the field. General catalogs or partial lists will not be accepted. Manufacturers' original electronic files are required for submitting.

1.05 SUBMITTAL REVIEW

- A. After review of each of Contractor's submittals, the submittal will be returned to Contractor with a form indicating one or more of the following:
 - 1. No Exceptions Taken - Means, accepted subject to its compatibility with future submittals and additional partial submittals for portions of the work not covered in this submittal. But it does not constitute approval or deletion of specified or required items not shown in the partial submittal.

2. Make Corrections Noted - Same as Item 1, except that minor corrections as noted shall be made by Contractor.
 3. Reviewed - Submittal has been reviewed by the Port, does not constitute approval, and the Contractor is responsible for requirements in submittal.
 4. Review as Noted - Submittal has to be reviewed by the Port with comments as noted.
 5. Revise and Resubmit - Means, rejected because of major inconsistencies or errors. Resolve or correct before next submittal.
 6. Rejected - Means, submitted material does not conform to the Contract Documents in a major respect (e.g., wrong material, size, capacity, model, etc.).
- B. Submittals marked "No Exceptions Taken," "Make Corrections Noted," or "Reviewed as Noted" authorizes Contractor to proceed with construction covered by those data sheets or shop drawings with corrections, if any, incorporated.
- C. When submittals or prints of shop drawings have been marked "Revise and Resubmit" or "Rejected," Contractor shall make the necessary corrections and submit required copies. Every revision shall be shown by number, date, and subject in a revision block, and each revised shop drawing shall have its latest revision numbers and items clearly indicated by clouding around the revised areas on the shop drawing.
- D. Submittals authorized by the Engineer do not in any case supersede the Contract Documents. The approval by the Engineer shall not relieve the Contractor from responsibility to conform to the Drawings or Specifications, or correct details when in error, or ensure the proper fit of parts when installed. A favorable review by the Port of shop drawings, method of work, or information regarding material and equipment Contractor proposes to furnish shall not relieve Contractor of its responsibility for errors therein and shall not be regarded as assumption of risk or liability by the Port or its officers, employees, or representatives. Contractor shall have no claim under the Contract on account of failure or partial failure, or inefficiency or insufficiency of any plan or method of work, or material and equipment so accepted. Favorable review means that the Port has no objection to Contractor using, upon its own full responsibility, the plan or method of work proposed, or furnishing the material and equipment proposed.
- E. It is considered reasonable that the Contractor's submittals shall be complete and acceptable by at least the second submission of each submittal. The Port reserves the right to deduct monies from payments due Contractor to cover additional costs for review beyond the second submission.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 PREPARATION OF SUBMITTALS

- A. The Contractor shall submit all shop drawings, catalog cuts, brochures and physical samples using e-Builder® (a web based construction management software). All post-document-generated notations such as notes, arrows, stamps, clouding, or other items, are required to be shown directly on the submittal document. **Each submittal shall be accompanied by a transmittal developed within the e-Builder® software.**
- B. A separate submittal shall be prepared for each product or procedure and shall be further identified by referencing the Specification Section and paragraph number and each submittal shall be numbered consecutively.

- C. Product submittals that cannot be accomplished electronically shall be submitted electronically without attachments, marked as being hand delivered, and accompanied by a printed version of a transmittal.
- D. Shop and detail drawings shall be submitted in related packages. All equipment or material details which are interdependent, or are related in any way, must be submitted indicating the complete installation. Submittals shall not be altered once marked "No Exceptions Taken" Revisions shall be clearly marked and dated. Major revisions must be submitted for approval.
- E. The Contractor shall thoroughly review all shop and detail drawings, prior to submittal, to assure coordination with other parts of the work.
- F. Components or materials which require shop drawings and which arrive at the job site prior to approval of shop drawings shall be considered as not being made for this project and shall be subject to rejection and removal from the premises.
- G. All submittal packages including, but not limited to, product data sheets, mix designs, shop drawings and other required information for submittal must be submitted, reviewed and approved before the relevant scheduled task may commence. It is the responsibility of the Contractor to provide the submittal information which may drive a task on the construction schedule to submit items well enough in advance as to provide adequate time for review and comment from the Engineer without adversely impacting the construction schedule.
- H. When completing the e-Builder® submittal form, a Date Due field is required to be completed. This field is intended to inform the Port of the urgency of the submittal. Failure of the Port to return the submittal by the date provided by the Contractor will not be considered grounds for a contract time extension.

3.02 PRE-WORK SUBMITTALS

- A. Prior to issuance of Notice to Proceed, the following submittals must be submitted and returned to the Contractor as No Exceptions Taken, Make Corrections Noted, Reviewed, or Reviewed as Noted.
 - 1. Per 00 72 00 and 01 32 16, Baseline Project Schedule
 - 2. Per 00 73 63, Emergency Contact Numbers
 - 3. Per 01 35 29, Health and Safety Plan (HASP)
 - 4. Per 01 35 29, Spill Prevention and Countermeasures Plan (SPCC)
 - 5. Per 01 35 47, List of equipment and written certification

3.03 MAINTENANCE OF SUBMITTAL LOG

- A. Prepare and submit for Port review a detailed submittal log conforming to the requirements of paragraph 1.02 of this section. When approved by the Engineer, use the submittal log to track the transmittal of submittals to the Engineer, the receipt of submittal comments from the Engineer, and all subsequent action with respect to each submittal. Provide an updated copy of the submittal log to the Engineer during each weekly progress meeting, unless otherwise approved by the Engineer.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. The work includes the requirements for health and safety provisions necessary for all work at the site for this project. The work also includes compliance with all laws, regulations and ordinances with respect to safety, noise, dust, fire and police action, civil disobedience, security or traffic.
- B. The Contractor shall monitor site conditions for indications of identified and other potentially hazardous, dangerous, and/or regulated materials (suspicious material). Indicators of suspicious material include, but are not limited to, refuse, oily sheen or coloring on soil or water, or oily or chemical odors. If suspicious materials are encountered, the Contractor shall stop all work in that area and notify the Engineer immediately.

1.02 SUBMITTALS

- A. Prior to Notice to Proceed, the Contractor shall provide a site specific Health and Safety Plan (HASP), which meets all the requirements of local, state and federal laws, rules and regulations. The HASP shall address all requirements for general health and safety and shall include, but not be limited to:
 - 1. Description of work to be performed and anticipated chemical and/or physical hazards associated with the work;
 - 2. Map of the site(s) illustrating the location of the anticipated hazards and areas of control for those hazards (including containments, exclusion/work zones, and contaminant reduction/decontamination zones);
 - 3. Hazardous material inventory and safety data sheets (SDSs) for all chemicals which will be brought on site;
 - 4. Signage appropriate to warn site personnel and visitors of anticipated site hazards;
 - 5. Documentation that the necessary workers have completed the required Hazardous Waste Operations and Emergency Response (HAZWOPER) training;
 - 6. Engineering controls/equipment to be used to protect against anticipated hazards;
 - 7. Personal protective equipment and clothing including head, foot, skin, eye, and respiratory protection;
 - 8. Procedures which will be used for:
 - a. Suspicious materials and/or unidentified materials,
 - b. Odorous conditions and toxic gases;
 - 9. Site housekeeping procedures and personal hygiene practices;
 - 10. Personnel and equipment decontamination plan;
 - 11. Administrative controls;
 - 12. Emergency plan including locations of and route to nearest hospital;
 - 13. Recordkeeping including:
 - a. Documentation of appropriate employee training (e.g., Hazardous Waste Operations and Emergency Response [HAZWOPER] 40-hour training for staff involved with excavation and handling of soil),

14. Name and qualification of person preparing the HASP and person designated to implement and enforce the HASP;
 15. Dredging and barge loading procedures;
 16. Lighting and sanitation; and
 17. Signatory page for site personnel to acknowledge receipt, understanding, and agreement to comply with the HASP.
- B. Prior to the start of any Work, the Contractor shall provide a site specific Spill Prevention, Control and Countermeasures (SPCC) Plan, which meets all the requirements of local, state and federal laws, rules and regulations.
- C. Contractor may submit the HASP and SPCC Plan as one comprehensive document or may submit the plans as separate documents.
- D. The Contractor shall include in the HASP recent requirements associated with the State's COVID-19 Job Site Requirements as noted at in the Appendix or online at <https://www.governor.wa.gov/sites/default/files/Phase%201%20Construction%20COVID-19%20Safety%20Requirements%20%28final%29.pdf>.

1.03 POTENTIAL CHEMICAL HAZARDS

A. Site Contaminants

1. The Contractor must provide site workers with Hazard Communication standard information for potential site contaminants (in accordance with WAC 296-843). The Contractor shall ensure that all site workers are aware of and understand this information. Additional information shall also be provided by the Contractor, as necessary, to meet the Hazard Communication Standard and HASP requirements as noted in WAC 296-901-14010 and 296-843. Workers shall be instructed on basic methods or techniques to assist in detecting suspicious material.

B. Potential Exposures Routes

1. Inhalation: Airborne dusts, fibers, particulates, or vapors may be released during site activities. Inhalation of airborne inorganic arsenic may occur.
2. Skin and Eye Contact: Dusts generated during site work activities may settle on the skin or clothing of site workers. Also, workers may contact potentially regulated sediments, or water, in the normal course of their work. Precautions to prevent skin or eye contact with hazardous materials will be included in the HASP. Arsenic exposure may cause skin irritation.
3. Ingestion: Inadvertent transfer of site contaminants from hands or other objects to the mouth could occur if site workers eat, drink, smoke, chew tobacco, or engage in similar activities in work areas. This could result in ingestion of site contaminants. Precautions to prevent accidental or inadvertent ingestion of hazardous materials will be included in the HASP.

- C. Chemical hazards may also result from Contractor operations resulting in inadvertent release of fuel, oil, or other chemicals in a manner that would expose workers.

1.04 POTENTIAL PHYSICAL AND OTHER HAZARDS

- A. The Work of the Contractor is described elsewhere in these specifications. Precautions to prevent all anticipated physical and other hazards, including heavy equipment and vessels, shall be addressed in the HASP.

- B. Specific aspects of construction resulting in physical hazards anticipated for this project include, but are not limited to the following:
 - 1. Work over or adjacent to water, presenting hazards of falling into water, hypothermia from exposure to the elements, and drowning;
 - 2. Operation of marine equipment, including winches, dredges, and related equipment, entrapment, ensnarement, and being struck by moving parts hazards;
 - 3. Major hazards associated with impacts from moving construction equipment, noise, thermal stress, contact with unguarded machines, strains from heavy lifting, and reduced visibility and communications difficulties in work area; and
- C. Other anticipated physical hazards:
 - 1. Heat stress, such as that potentially caused by impermeable clothing (may reduce the cooling ability of the body due to evaporation reduction);
 - 2. Cold stress, such as that potentially caused during times when temperatures are low, winds are high, especially when precipitation occurs during these conditions;
 - 3. Biological hazards, such as mold, insect stings, or bites, poisonous plants (i.e., poison oak, sumac, etc.); and
 - 4. Trips and falls.

PART 2 - PRODUCTS

2.01 SAFETY SIGNAGE

- A. The Contractor shall provide signage at strategic locations within the project site to alert jobsite workers and visitors of the work, associated hazards, and required precautions.

2.02 PRODUCTS SPECIFIED FOR HEALTH AND SAFETY

- A. Provide the equipment and supplies necessary to support the work as described in the site-specific HASP. Equipment and supplies may include, but are not limited to:
 - 1. All chemicals to be used on site;
 - 2. A hazardous materials inventory and SDSs for the chemicals brought on site;
 - 3. Warning signs and labels;
 - 4. Fire extinguishers;
 - 5. Personal protective equipment (hard hats, foot gear, skin, eye, and respiratory protection);
 - 6. First aid equipment;
 - 7. Spill response and spill prevention equipment; and
 - 8. Field documentation logs/supplies.

PART 3 - EXECUTION

3.01 WORK AREA PREPARATION

- A. Contractor shall comply with health and safety rules, regulations, ordinances promulgated by the local, state, and federal government, the various construction permits, and other sections of the Contract Documents. Such compliance shall include, but not be specifically limited to: any and all protective devices, equipment and clothing; guards; restraints; locks; latches; switches; and other safety provisions that may be required or necessitated by state and federal safety

regulations. The Contractor shall determine the specific requirements for safety provisions and shall have inspections and reports by the appropriate safety authorities to be conducted to ensure compliance with the intent of the regulations.

- B. Contractor shall inform employees, subcontractors and their employees of the potential danger in working with any potentially regulated materials, equipment, soils and groundwater at the project site.
 - 1. The Contractor shall not proceed with jobsite activities that might result in exposure of employees to hazardous materials until the HASP is reviewed by the Engineer.
- C. All Contractor employees expected to work at the jobsite or individuals entering the jobsite shall read the Contractor HASP before they enter the jobsite, and will sign a statement provided by the Contractor that they have read and understand the HASP. A copy of the Contractor's HASP shall be readily available at the site at all times the work is being performed.
- D. The Contractor's HASP shall be amended as needed to include special work practices warranted by jobsite conditions actually encountered. Special practices could include provisions for decontamination of personnel and equipment, and the use of special equipment not covered in the initial plan.
- E. 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.
- F. The Engineer's review of the Contractor's performance does not include an opinion regarding the adequacy of, or approval of, the Contractor's safety supervisor, the site-specific HASP, safety program or safety measures taken in, on, or near the job site.
- G. Accidents causing death, injury, or damage must be reported immediately to the Engineer and the Port Security Department 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.
- H. 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.

3.02 SITE SAFETY AND HEALTH OFFICER

- A. Contractor shall provide a person designated as the Site Safety and Health Officer, who is thoroughly trained in rescue procedures, has a minimum current 40-hour HAZWOPER certification (minimum), and trained to use all necessary safety equipment, air monitoring equipment, and gas detectors. The person must be available and/or present at all times while work is being performed, and conduct testing, as necessary.
- B. The Site Safety and Health Officer shall be empowered with the delegated authority to order any person or worker on the project site to follow the 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 SPILL PREVENTION AND CONTROL

- A. The Contractor shall be responsible for prevention, containment and cleanup of spilling petroleum and other chemicals/hazardous materials 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, fuel, other petroleum, or any chemicals/hazardous materials from equipment or facilities into state waters or onto adjacent land is not permitted under state water quality regulations.
- C. In the event of a discharge of oil, fuel or chemicals/hazardous materials into waters, or onto land with a potential for entry into waters, containment and cleanup efforts shall begin immediately and be completed as soon as possible, taking precedence over normal work. Cleanup shall include proper disposal of all spilled material and used cleanup materials.
- D. The Contractor shall, at a minimum, take the following measures regarding 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 chemical, oil and products' storage tanks shall be diked, contained and/or located so as to prevent spills from escaping into the water. Dikes and containment area surfaces shall be lined with impervious material to prevent chemicals or oil from seeping through the ground and dikes.
 - 3. All visible floating sheen shall be immediately contained with booms, dikes or other appropriate means and removed from the water prior to discharge into state waters. All visible spills on land shall be immediately contained using dikes, straw bales or other appropriate means and removed using sand, 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 offsite in accordance with applicable local, state and federal regulations.
 - 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 Security at their listed 24-hour response number:
 - a. Port Security: 253-383-9472
- E. The Contractor shall maintain the following materials (as a minimum) at each of the project sites:
 - 1. Oil-absorbent booms: 100 feet;
 - 2. Oil-absorbent pads or bulk material, adequate for coverage of 200 square feet of surface area;
 - 3. Oil-skimming system; and
 - 4. Oil dry-all, gloves, and plastic bags.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section discloses procedures to follow if unknown regulated materials are encountered.

1.02 NOTIFICATION AND SUSPENSION

- A. In the event the Contractor detects the presence of potentially regulated materials not previously identified in this specification, the Contractor shall stop work and 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 regulated materials, if warranted. Depending upon the type of materials identified, the Port may suspend work in the vicinity of the discovery under the provisions of General Conditions.
 - 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 regulated 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 accordingly, for unforeseen conditions.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. The Work includes the requirements to provide air and noise control measures until Final Completion of the Work.

1.02 SUBMITTALS

- A. Prior to Notice to Proceed, the Contractor shall submit a list of equipment to be used on the project and written certification that all equipment on the list and any additional equipment, including Contractor's, subcontractors or supplier's equipment, shall meet the requirements of 3.01 below.

PART 2 - PRODUCTS - NOT USED

PART 3 – EXECUTION

3.01 AIR POLLUTION CONTROL

- A. The Contractor shall meet or exceed EPA Tier 2 off-road diesel engine emission standards for off-road equipment \geq 25hp and meet or exceed EPA 1994 on-road diesel engine emission standards for on-road equipment except as follows:
 - 1. Equipment being used in an emergency or public safety capacity
- B. The Contractor shall not discharge smoke, dust, and other hazardous materials into the atmosphere that violate local, state or federal regulations.
- C. No vehicles can idle for more than 5 consecutive minutes, except as follows:
 - 1. Idling is required to bring or maintain the equipment to operating temperature;
 - 2. Engine idling is necessary to accomplish work for which the equipment was designed (i.e. operating a crane); or
 - 3. Idling vehicles being used in an emergency or public safety capacity.
- D. The Contractor shall minimize nuisance dust by cleaning, sweeping, vacuum sweeping, sprinkling with water, or other means. Equipment for this operation shall be on the job site or available at all times.

3.02 NOISE CONTROL

- A. The Contractor shall comply with all local controls and noise level rules, regulations and ordinances which apply to work performed pursuant to the Contract.
- B. All internal combustion engines used on the job shall be equipped with a muffler of a type recommended by the manufacturer.

END OF SECTION

PART 1 - GENERAL

1.01 PERMITS, CODES, AND REGULATIONS

- A. The following permits/approvals have been applied for (or are on file) and incorporated into the Contract:
 - 1. State Environmental Policy Act (SEPA) Compliance Determination of Nonsignificance, located in Appendix B
 - 2. Shoreline Management Act / Critical Areas Compliance Exemption LU21-0039, located in Appendix C
 - 3. Hydraulic Project Approval 2021-6-157+01, located in Appendix D
 - 4. DMMP Suitability Determination Memorandum, located in Appendix E
 - 5. United States Army Corp of Engineers NWS-2020-1017-WRD, located in Appendix F
 - 6. Department of Ecology Water Quality Certification 20113, located in Appendix G
 - 7. Department of Natural Resources Site Use Authorization 20-520043, located in Appendix H
 - 8. Water Quality Monitoring and Protection Plan, located in Appendix I
 - 9. Department of Ecology Coastal Zone Management, located in Appendix J
- B. Conform with the requirements of listed permits and additional or other applicable permits, codes, and regulations as may govern the Work.
- C. Obtain and pay fees for licenses, permits, inspections, and approvals required by laws ordinances, and rules of appropriate governing or approving agencies necessary for proper completion of Work (other than those listed under item 1.01.A above and Special Inspections called for by the International Building Code).
- D. Conform with current applicable codes, regulations and standards, which is the minimum standard of quality for material and workmanship. Provide labor, materials, and equipment necessary for compliance with code requirements or interpretations, although not specifically detailed in Drawings or specifications. Be familiar with applicable codes and standards prior to bidding.
- E. Process through Engineer, request to extend, modify, revise, or renew any of the permits (listed in 1.01.A above). Furnish requests in writing and include a narrative description and adequate Drawings to clearly describe and depict proposed action. Do not contact regulatory agency with requests for permit extensions, modifications, revisions, or renewals without the prior written consent of the Engineer.

1.02 VARIATIONS WITH CODES, REGULATIONS AND STANDARDS

- A. Nothing in the Drawings and specifications permits Work not conforming to codes, permits, or regulations. Promptly submit written notice to the Engineer of observed variations or discrepancies between the Contract Documents and governing codes and regulations.
- B. Appropriate modifications to the Contract Documents will be made by Change Order to incorporate changes to Work resulting from code and/or regulatory requirements. Contractor assumes responsibility for Work contrary to such requirements if Work proceeds without notice.
- C. Contractor is not relieved from complying with requirements of Contract Documents which may exceed, but not conflict with requirements of governing codes.

1.03 COORDINATION WITH REGULATORY AGENCIES

- A. Coordinate Work with appropriate governing or regulating authorities and agencies.
- B. Provide advance notification to proper officials of Project schedule and schedule revisions throughout Project duration, in order to allow proper scheduling of inspection visits at proper stages of Work completion.
- C. Regulation coordination is in addition to inspections conducted by Engineer. Notify Engineer at least 48 hours in advance of scheduled inspections involving outside regulating officials, to allow Engineer to be present for inspections.

1.04 COORDINATION WITH WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

- A. Notify WDFW and Area Habitat Biologist (AHB) Elizabeth Bockstiegel at least 3 days prior to start of construction.
- B. Engineer shall be copied on all communications with Agencies.

PART 2 - PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes requirements relating to referenced standards.

1.02 QUALITY ASSURANCE

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue specified in this section, except where a specific date is established by applicable code.
- C. Should specified reference standards conflict with Contract Documents, request clarification from the Engineer before proceeding.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 QUALITY CONTROL FOR COMPLIANCE:

- A. The Contractor shall perform such detailed examination, inspection, quality control and assurance of the Work as to ensure that the Work is progressing and is being completed in strict accordance with the Contract Documents. The Contractor shall plan and lay out all Work in advance of operations so as to coordinate all Work without delay or revision. The Contractor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition to receive subsequent Work. Under no conditions shall a portion of Work proceed prior to preparatory work having been satisfactorily completed. The Contractor shall ensure that the responsible Subcontractor has carefully examined all preparatory work and has notified the Contractor (who shall promptly notify the Port in writing) of any defects or imperfections in preparatory work that will, in any way, affect completion of the Work.

1.02 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop Drawings or as instructed by the manufacturer.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes requirements relating to the following:
 - 1. Temporary utilities,
 - 2. Temporary telecommunications services,
 - 3. Temporary sanitary facilities,

1.02 TEMPORARY UTILITIES

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- B. Existing facilities shall not be used.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field personnel at time of project mobilization. It is the Contractor's responsibility to be able to receive phone calls and emails at the job site.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.
- C. At end of construction, return facilities to same or better condition as originally found.

1.05 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to final inspection.
- B. Clean and repair damage caused by installation or use of temporary work.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes requirements relating to the following:
 - 1. Parking
 - 2. Construction parking controls
 - 3. Maintenance

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 ACCESS TO SITE

- A. Contractor shall conduct all business through the gate assigned by the Engineer.
 - 1. The Contractor shall have access to the construction site by Contractor's boat. Contractor may use Port of Tacoma's access float located at the Port's Administration Building, 1 Sitcum Plaza, Tacoma, WA 98421 and park employee vehicles in the adjacent parking lot.
- B. Provide unimpeded access for emergency vehicles. Maintain 20 foot (6 m) width driveways with turning space between and around combustible materials.
- C. Provide and maintain access to fire hydrants free of obstructions.

3.02 PARKING

- A. All Contractor's employee cars and other private vehicles will be parked outside the Port terminals. Parking is available at the Port of Tacoma Administration Building at 1 Sitcum Plaza, Tacoma, WA 98421.

3.03 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Port operations.
- B. Prevent parking on or adjacent to access roads or in non-designated areas.

3.04 MAINTENANCE

- A. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, Products, mud, snow, and ice.

END OF SECTION

PART 1 – GENERAL

1.01 SUMMARY

- A. The Work shall consist of planning, installing, inspecting, maintaining and removing Temporary Erosion and Sediment Control (TESC) Best Management Practices (BMPs) to prevent pollution of air and water; and to control, respond to, and dispose of eroded sediment and turbid water during the term of the Contract.
- B. These TESC requirements shall apply to all areas associated with the Work, including but not limited to the following:
 - 1. Work areas;
 - 2. Equipment and material storage areas;
 - 3. Staging areas;
- C. Acceptance of TESC plans does not constitute an approval of permanent Work or drainage design (e.g., size and location of roads, pipes, restrictors, channels, retention facilities, utilities, etc.).
- D. Contractor shall read and conform to all requirements set forth in Washington Department of Ecology’s (Ecology) Phase I Municipal Stormwater Permit (MS4) for projects less than one acre.

1.02 REFERENCES

- A. The rules, requirements, and regulations that apply to this Work include, but are not necessarily limited to the following:
 - 1. Washington Department of Ecology, “Stormwater Management Manual for Western Washington,” current version.
 - 2. Washington Department of Ecology Phase I Municipal Stormwater Permit (MS4), current version.
 - 3. Washington State Department of Transportation, current version, Standard Specification M41-10, Division 8-01 Erosion Control and Water Pollution Control.
 - 4. Pierce County Stormwater and Site Development Manual, current version (if applicable).

1.03 SUBMITTALS

- A. Prior to the start of any construction activities, a Construction Stormwater Pollution Prevention Plan (SWPPP), as required by the MS4.
 - 1. Contractor shall comply with a Contractor provided project SWPPP.
 - 2. Contractor shall be responsible for updating the project SWPPP during construction to reflect the required changes to BMPs and personnel, as needed, to comply with the MS4 at no additional cost to the Port.
- B. A copy of all Contractor site inspection logs at a time interval (e.g., weekly, monthly) specified by the Engineer.
- C. Water Management Plan/Temporary Dewatering Plan.

PART 2 – PRODUCTS

2.01 DUST CONTROL

- A. Dust palliative for dust control proposed by the Contractor and approved by the Engineer.

PART 3 – EXECUTION

3.01 GENERAL

- A. The Port is subject to a Phase I Municipal Stormwater Permit (MS4). The Contractor shall be responsible for compliance with the Department of Ecology Western Washington Stormwater Management Manual, Volume II, Construction Stormwater Pollution Prevention for the duration of the project.
- B. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply as determined by the Engineer.
- C. No project discharge of water shall be allowed that exceeds the regulated pollutant levels in Ecology's NPDES permit associated with the Project.
- D. Contractor shall be solely responsible for all BMP modifications and upgrades to comply with the MS4 and the requirements of this Section, at no additional cost to the Port.
- E. Contractor shall be solely responsible for any damages and fines incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this Section.
- F. The Contractor shall be solely responsible for schedule impacts incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this Section.

3.02 TEMPORARY EROSION AND SEDIMENT CONTROL DEVELOPMENT

- A. Contractor shall prepare and submit a site-specific SWPPP prior to initiating ground disturbing activities.
 - 1. The SWPPP describes construction activities and sequencing, and the proposed Temporary and Permanent Erosion and Sediment Control measures. If there are any changes to BMPs or personnel on the site, Contractor must update the SWPPP and be prepared to submit the SWPPP to the Port and Ecology upon request.
 - 2. The SWPPP shall consist of planning, installing, inspecting, maintaining, and removing TESC BMPs per Volume II of the Stormwater Management Manual for Western Washington (current version) or equivalent. The BMPs shown in the Drawings are the minimum required to prevent pollution of air and water, to control peak volumetric flow rates and velocity of stormwater, and to control, respond to, and dispose of eroded sediment and turbid water during the term of the Contract.
 - 3. A SWPPP template is available to the Contractor for this purpose. The template was prepared by the Port to meet part of the National Pollution Discharge Elimination System (NPDES) stormwater permit requirements for the project. Contractor may use the applicable Port template to prepare the project SWPPP or prepare their own SWPPP. If the Contractor elects to prepare their own SWPPP, it must meet or exceed the control measures required by Ecology (reference Ecology's Stormwater Management Manual for Western Washington, current version). The template is located in Appendix X.
 - 4. If Contractor chooses to write a SWPPP separate from the Port-provided SWPPP, it must comply with all of the requirements set forth by the CSGP.

- B. Contractor shall develop project-specific TESC BMPs and incorporate them into the SWPPP. Contractor shall address the following issues as part of developing and implementing the BMPs:
 - 1. TESC BMPs must meet the requirements in Ecology's Volume II of the Stormwater Management Manual for Western Washington (current version) or equivalent.
 - 2. TESC notes and details shown in the Drawings and the information in this Section form a basis of the minimum requirements for a TESC Plan. Contractor shall develop a TESC Plan specific to the construction schedule and proposed means and methods prior to commencing construction activities for the duration of the Project.
- C. Contractor shall inspect the existing system and report to the Engineer the levels of existing material prior to installation of TESC BMPs.

3.03 TEMPORARY EROSION AND SEDIMENT CONTROL IMPLEMENTATION

- A. Contractor is responsible for implementing and updating the SWPPP including TESC BMPs.
 - 1. Contractor shall inspect the TESC measures daily and maintain these measures to ensure continued proper functioning for the duration of the Project.
 - 2. Contractor will be responsible for documenting TESC site inspections on a weekly basis in areas of active construction and on a monthly basis in areas that have undergone stabilization. Contractor shall keep records of the inspections on site.
 - 3. During the construction period the Contractor shall, at no additional cost to the Port, upgrade and/or maintain TESC measures as needed, based on Contractor means and methods, work sequencing, and changing site conditions (e.g., changes to impervious surface coverage, proximity of work to storm conveyance systems, storm events, etc.). Contractor shall modify these measures for changing site conditions and update the SWPPP to document all modifications made.
- B. Contractor shall clean all stormwater components affected by construction debris prior to Work completion, per TESC BMPs for catch basin maintenance. The cleaning process shall not flush sediment-laden water into a downstream system.
- C. Contractor shall ensure that water, or a dust palliative and a dispensing subcontractor, if needed, is available for project use. It is the responsibility of the Contractor to develop and adhere to appropriate safety measures pertaining to the palliative use. This also includes ensuring the dispensing subcontractor develops and adheres to the appropriate safety measures, if a dispensing subcontractor is used. Water used for dust suppression shall not be applied at such a rate or in a location that it will generate runoff from the site.
- D. TESC measures in an inactive area shall be inspected and maintained by the Contractor until the area is permanently stabilized.
- E. In the event that additional temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the Work as scheduled or as ordered by the Engineer, such work shall be performed by the Contractor at its own expense.
- F. Contractor shall remove all TESC facilities, install permanent site surfacing improvements and permanent BMPs with minimal disturbance, and shall clean stormwater facilities prior to Work completion.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes requirements relating to the following:
 - 1. Examination, preparation, and general installation procedures

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Examine and verify specific conditions described in individual specification sections.

3.02 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes field engineering and hydrographic surveying services by Contractor.

1.02 DESCRIPTION OF WORK

- A. This section describes the general requirements for bathymetric site surveying including; pre-dredge and post-dredge surveys; and establishing and maintaining the design lines and grades shown on the Contract Documents. In addition, the work includes requirements for record keeping, keeping as-built records, and submittals.

1.03 REFERENCE STANDARDS

- A. US Army Corps of Engineers (ACOE) EM-1110-2-1003 – Hydrographic Surveying

1.04 SUBMITTALS

- A. General submittals required for this Contract include:

1. Name, address, telephone number, and statement of qualifications of Hydrographic Surveyor before starting survey work. This surveyor shall be responsible for stamping and signing all work as noted below.
2. On request, field notes and documentation verifying accuracy of survey work, to include cross sections of progress surveys by the Contractor.
3. Project survey data shall be stored as electronic files on a compact disc (CD) formatted as a) DWG; b) PDF and printed to bond paper. At a minimum, data for each survey point shall include a sequential reference number, the elevation, and appropriate northing and easting coordinates.
4. Field notes, Drawings, quantity computations, and point data for each survey shall be submitted to the Engineer.

- B. Pre- and Post-Dredge Surveys

1. Dredging surveys include all pre- and post-dredge surveys noted in Section 35 20 23 - Dredging
2. At a minimum dredge survey submittals shall consist of the following:
 - a. A hardcopy drawing showing spot elevations for the area surveyed. The scale for the plan drawing shall be 1 inch = 50 feet.
 - b. A hardcopy plan drawing showing elevation contours (in color) for the area surveyed. The scale of the plan drawing shall be 1 inch = 50 feet.
 - c. Digital survey data in AutoCAD.dwg format along with an ASCII file including point number, Northing, Easting, and Depth with comma delimiters. Depth shall be relative to MLLW = 0.00 and shall be recorded as negative if recorded below MLLW.

- C. Post-Construction Surveying

1. The Contractor shall perform a post-construction bathymetric survey of the entire project site showing all constructed features. This survey shall include the final bathymetric finished elevation and grade line for the post dredge berthing areas.
2. The finished site plan drawing shall be at a scale of 1 inch equals 50 feet and a contour interval of 1 foot.

1.05 QUALITY ASSURANCE

- A. It is the responsibility of the Contractor to schedule Contractor's survey and to verify that it has met the Contract requirements prior to proceeding to the next sequence of work. The Port shall review and approve each survey or survey increment. The Contractor shall allow up to three (3) business days for Port review. Surveys of the project shall be surveyed using the same vertical datum and horizontal coordinate system as shown on the Contract Drawings.
- B. Hydrographic surveying shall be performed by a NSPS-THSOA Certified Hydrographer with a minimum of 5 years of documented experience with hydrographic survey data collection and processing. The hydrographic surveyor shall be familiar with US Army Corps of Engineers Hydrographic Survey Standards as documented in ACOE EM-1110-2-1003 – Hydrographic Surveying, shall be experienced in dredging and marine work, and shall be familiar with the use (and quality control of) all applicable electronic survey instruments proposed for use on this project. The hydrographic surveyor shall also be knowledgeable of the requirements for hydrographic survey data processing and the specific deliverables to the Port related to the analysis of the survey results, including, but not limited to: color contour plots, cross section development, detailed dredge volume reports, and surface (TIN) creation. The hydrographic surveyor statement of qualifications shall be submitted to the Port for approval in the Dredging and Disposal Work Plan (DDWP) described in Section 35 20 23 – Dredging.
- C. The Port reserves the right to retain an independent surveyor to periodically check the Contractor's survey. Surveying performed by the Port will be at no cost to the Contractor.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 PROCEDURES

- A. Contractor survey procedures (positioning modes, equipment calibration, and data reduction, adjustment, processing, and plotting) shall conform to industry standards.
- B. Failure to perform and process such surveys in accordance with recognized standards will result in a rejection and nonpayment for work performed.
- C. All systems, methods, and procedures shall be subject to the Engineer's approval.

3.02 DREDGING SURVEYS

- A. For Progress and Pre- and Post-Dredge Surveys, refer to Section 35 20 23 - Dredging for execution requirements.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes information for progress and final cleaning and restoration of damaged work prior to final inspection.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 PROGRESS CLEAN-UP

- A. The Contractor shall clean the project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with all requirements for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials for the type of material to be stored.
- B. Site: Maintain Project site free from waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the work.
- D. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 74 19.

3.02 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Remove tools and construction equipment from Project site.
 - c. Leave Project clean and ready for occupancy.

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

- A. This section includes construction waste management requirements.
- B. This section will only be needed if debris is collected during dredging activities.

1.02 DEFINITIONS

- A. Co-mingled or Off-site Separation: Collecting all material types into a single bin or mixed collection system and separating the waste materials into recyclable material types at an off-site facility.
- B. Construction, Demolition and Land-Clearing (CDL) Waste: Includes all nonhazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition, and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage. This also includes uncontaminated soils that are designated as geotechnically unsuitable or excess excavation.
- C. Hazardous/Dangerous Waste: As defined by Chapter 70.105.010 Revised Code of Washington and 40 Code of Federal Register 261 and by Washington Administrative Code 173-303.
- D. Proper Disposal: As defined by the jurisdiction receiving the waste.
- E. Recyclable Materials: Products and materials that can be recovered and remanufactured into new products.
- F. Recycling: The process of sorting, cleaning, treating and reconstituting materials for the purpose of using the material in the manufacture of a new product. Can be conducted on-site (as in the grinding of concrete).
- G. Recycling Facility: An operation that is permitted to accept materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
- H. Salvage for Reuse: Existing usable product or material that can be saved and reused in some manner on the project site or other projects off-site.
- I. Salvage for Resale: Existing usable product or material that can be saved and removed intact (as is) from the project site to another site for resale to others without remanufacturing.
- J. Source-Separated Materials: Materials that are sorted at the site into separate containers for the purpose of reuse or recycling.
- K. Sources Separation: Sorting the recovered materials into specific material types with no, or a minimum amount of, contamination on site.
- L. Time-Based Separation: Collecting waste during each phase of construction or deconstruction that results in primarily one major type of recovered material. The material is removed before it becomes mixed with the material from the next phase of construction.
- M. Garbage: Product or material typically considered to be trash or debris that is unable to be salvaged for resale, salvaged and reused, returned, or recycled.

1.03 SUBMITTALS

- A. Waste Management Plan
- B. Waste Management Final Report

1.04 PERFORMANCE GOALS

- A. General: Divert CDL waste to the maximum extent practicable from the landfill by one or a combination of the following activities:
 - 1. Salvage
 - 2. Reuse
 - 3. Source separated CDL recycling
 - 4. Co-mingled CDL recycling
- B. CDL waste materials that can be salvaged, resold, reused or recycled, include, but are not limited to the following:
 - 1. Clean dimensional wood, pallet wood, plywood, OSB, and particleboard
 - 2. Asphalt
 - 3. Concrete and concrete masonry units
 - 4. Ferrous and non-ferrous metals
 - 5. Field office waste paper, aluminum cans, glass, plastic, and cardboard
- C. Hazardous/Dangerous Wastes, contaminated soils and other hazardous materials such as paints, solvents, adhesives, batteries, and fluorescent light bulbs and ballasts shall be disposed of at applicable permitted facilities.

1.05 WASTE MANAGEMENT PLAN

- A. Submit to the Engineer a Waste Management Plan narrative in accordance with these specifications. Provide a Waste Management Plan in a format as approved by the Engineer.
- B. The Waste Management Plan shall include the following:
 - 1. Name of designated Recycling Coordinator;
 - 2. A list of waste materials that will be salvaged for resale, salvaged for reuse, recycled, and disposed;
 - 3. Identify waste handling methods to be used, including one or more of the following:
 - a. Method 1 - Contractor or subcontractor(s) hauls recyclable materials to an approved recycling facility,
 - b. Method 2 - Contracting with diversion/recycling hauler to haul recyclable material to an approved recycling or material recovery facility,
 - c. Method 3 - Recyclable material reuse on-site, and
 - d. Method 4- Recyclable material salvage for resale;
 - 4. Identification of each recycling or material recovery facility to be utilized, including name, address and types of materials being recycled at each facility;
 - 5. Description of the method to be employed in collecting, and handling, waste materials; and
 - 6. Description of methods to communicate Waste Management Plan to personnel and subcontractors.

1.06 WASTE MANAGEMENT FINAL REPORT

- A. Provide a Waste Management Final Report, in a format approved by the Engineer. The Waste Management Final Report shall list the following for the project:
 - 1. A record of each waste material type and quantity recycled, reused, salvaged, or disposed from the Project. Include total quantity of waste material removed from the site and hauled to a landfill.
 - 2. Percentage of total waste material generated that was recycled, reused, or salvaged.
- B. Quantities shall be reported by weight (tons) unless otherwise approved by the Engineer.
- C. Submit copies of manifests, weight tickets, recycling/disposal receipts or invoices, which validate the calculations or a signed certification of completeness and accuracy of the final quantities reported.

1.07 QUALITY ASSURANCE

- A. Regulatory Requirements: The Contractor shall maintain compliance with all applicable Federal, State, or Local laws that apply to Construction Waste Management and material salvage, reuse, recycling and disposal.
- B. Disposal Sites, Recyclers and Waste Materials Processors: All facilities utilized for management of any materials covered under this specification must maintain all necessary permits as required by federal, state and local jurisdictions.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 SOURCE-SEPARATED CDL RECYCLING

- A. Provide individual containers for separate types of CDL waste to be recycled, clearly labeled with a list of acceptable and unacceptable materials.

3.02 CO-MINGLED CDL RECYCLING

- A. Provide containers for co-mingled CDL waste to be recycled, clearly labeled with a list of acceptable and unacceptable materials.

3.03 LANDFILL

- A. Provide containers for CDL waste that is to be disposed of in a landfill clearly labeled as such.

3.04 REMOVAL OF CDL WASTE FROM PROJECT SITE

- A. Transport CDL waste off Port's property and legally dispose of them.

END OF SECTION

PART 1 - GENERAL

1.01 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

1.02 ACTION SUBMITTALS

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

1.03 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.

1.04 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected.
- 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. Submit closeout submittals specified in individual Sections, including specific warranties, final certifications, and similar documents.
- 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 10 days prior to the date the work will be completed and ready for final inspection. 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.

1.05 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.

1.06 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 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 10 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.
- C. Execution of all Change Orders.

1.07 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. Contractor's signed waiver and release of claims on the Engineer provided form;
 - 3. Contractor's submittal of list of all suppliers and subcontractors and the total amounts paid to each on the Engineer provided form; and
 - 4. 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 AS-BUILT DRAWINGS

- A. Project As-Built Drawings: Maintain one set of marked-up paper copies of the Contract 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.
 - 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 conforming to the following color code:
 - 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 as-built drawings shall be updated at least weekly. After the completion of the Work, the as-built drawings shall be provided to the Port.

END OF SECTION

PART 1- GENERAL

1.01 DESCRIPTION OF WORK

- A. The work consists of maintenance dredging of berthing areas at Washington United Terminals and Piers 3 & 4 in the Blair Waterway. The work also consists of segregating debris from dredged sediment if encountered.
- B. All sediment within the project area shall be dredged using water-borne mechanical dredging equipment. All sediment to be dredged has been determined suitable for open-water disposal. All sediment shall be transported by bottom-dump barge to the DMMP Commencement Bay Open-Water Dredged Material Disposal Site.
- C. The Contractor shall furnish all labor, materials, tools, equipment and supervision necessary to mechanically dredge the areas shown on the Drawings to the required elevations and grades, dispose of the materials as described on the Drawings and these specifications and in strict compliance with the permits.
 - 1. Construction Period
 - a. The work described in the following paragraphs shall be performed in compliance with the work sequence and schedule constraints described in Section 01 14 00 – Work Restrictions, including requirement to prioritize completion of WUT-1 dredge area as shown on the drawings.
 - 2. Dredging and Disposal
 - a. Dredging Prism: The required dredge elevations are shown on the Drawings. Final dredge elevations shall be no higher than those shown on the Drawings. The payable and maximum allowable over-dredge depth (depth below Required Dredging shown on the Drawings) is 1 foot. See paragraph 1.04 – Definitions for additional information regarding payable over-dredge depth.
 - b. The Contractor shall use all available means to prevent material from reentering the water once it has been dredged and shall be responsible for dredging any deposition of material outside of the dredge area that occurs from spillage during dredging as determined based on pre- and post-dredge surveys.
 - c. Disposal of sediment at the Commencement Bay Open-Water Dredged Material Disposal Site: The dredged material shall be loaded onto bottom-dump barges and transported to the Washington Department of Natural Resources (DNR) Commencement Bay Open Water Dredged Material Disposal Site for disposal. Debris and riprap as defined herein shall not be disposed of at the DMMP site.

1.02 QUALITY ASSURANCE

- A. See Section 00 45 13 – Responsibility Detail Form for experience requirements for Dredging.

1.03 REFERENCE STANDARDS

- A. US Army Corps of Engineers (ACOE) EM-1110-2-1003 – Hydrographic Surveying

1.04 DEFINITIONS

- A. Debris:
 - 1. Debris is defined as any solid waste materials other than sediment excavated as part of the dredging operations, such as riprap, logs, wire, cable, steel bands, anchors, lumber, trash, timber piles, concrete, concrete piles, concrete pile cutoffs, steel pipe, ecology blocks, etc. In accordance with the DMMP Suitability Determination, debris shall not be

disposed of at the DMMP disposal site. Debris shall be disposed at a Port approved upland landfill facility in accordance with applicable local, state and/or federal regulations.

B. Debris Screen:

1. A Debris Screen shall be used to separate debris from dredged sediment. The Debris Screen shall meet the following minimum requirements:
 - a. Maximum mesh opening clear dimension of 12 inches by 12 inches. The mesh shall be rigid and shall not open or expand to greater than the maximum clear dimension while in use.
 - b. Debris Screen shall be used on the dredge disposal barges or dump scows and shall be designed and constructed to contain all material deposited by the dredge bucket. During use of the debris screen, the entire bucket load of dredged material shall be deposited on the screen for separation of debris. Spillage of dredged material over the edges of the screen is not permitted.
 - c. Screen shall be designed by the Contractor to accommodate separating debris from dredge material and shall be compatible with the Contractor's proposed work plan, means, methods, and equipment used for dredging. The screen shall be durable and capable of resisting the loads associated with segregating and removing debris from large quantities of dredged sediment.

C. Required Dredging:

1. Required Dredging includes the removal of material to the minimum elevation within the dredge area as shown on the Drawings.

D. Payable Over-dredge Depth:

1. Dredging up to 1 foot below the depth of Required Dredging will be paid for to account for equipment tolerances. Payment will not be made for removal and disposal of material deeper than 1 foot below the depth of Required Dredging.

E. Excessive Dredging:

1. Dredging of material outside of the dredging limits and/or deeper than the Maximum Allowable Over-dredge Depth is considered Excessive Dredging. Excessive dredging shall be repaired by the Contractor at no cost to the Port. The Contractor will not be paid for excessive dredging and will be responsible for any required corrective action as a result of excessive dredging, including, but not limited to, replacing material or slope stabilization and fines or penalties that may be levied by regulatory agencies due to excessive dredging.

F. Slough Material:

1. Slough material is sediment on a side slope that loses toe support and sloughs into the dredge prism from the slope above as a result of making a vertical cut to grade along the toe of dredging. Some sloughing of sediment material from under-pier areas is expected. The Contractor shall remove such material until the Required Dredge Elevation is met. The anticipated side slope along the pier face for most of the berths is approximately 1.75H:1V from the toe of dredge cut up to the daylight line on the existing slope. Material sloughed into the dredge cut area from the side slopes shall be removed by the Contractor up to the time of completion and prior to conducting the post-dredge survey.

G. Pay Volume:

1. Pay Volume is the quantity of dredged material calculated on an in-situ basis using pre- and post-dredge survey information.

1.05 PRE-CONSTRUCTION SUBMITTALS

A. Dredging and Disposal Work Plan (DDWP):

The Contractor shall submit a detailed written Dredging and Disposal Work Plan (DDWP) to address activities associated with dredge work. The DDWP shall be submitted to the Engineer at least 30 days prior to dredging. Dredging shall not begin until: 1) the Plan has been reviewed and approved by the Port and applicable DMMP regulatory agencies; 2) agency-required notifications have been completed in accordance with the permits and the DMMP Suitability Determination; and 3) the Contractor schedules and attends a Pre-dredge Meeting with the Port and the DMMP agencies as required by the permits and the DMMP Suitability Determination, and receives agency approval to begin dredging as a result of that meeting.

At a minimum, the DDWP shall contain the following:

1. Work Sequence and Equipment
 - a. Order in which the work is to be performed indicating the anticipated work sequence.
 - b. A construction schedule shall be prepared that identifies the timing and sequencing of the major activities and milestones of the dredge work. These shall include, but not be limited to, mobilization, start of dredging, surveying, duration of dredging and disposal, demobilization, and cleanup.
 - c. Number, types and capacity of equipment to be used, including names of dredge(s) and other marine vessels to be used (tugs, bottom dump barges, survey vessels, etc.), as well as bucket type(s) and sizes to be used.
2. Means and Methods for Dredging, Transport, Handling, and Disposal
 - a. Methods, procedures and equipment to be used for transport and disposal of sediment at the DMMP site, including methods to be used to track the position of the barge during disposal operations and record exact position (latitude and longitude to the nearest one-thousandths of a minute) at the initiation and completion of discharge.
 - b. Methods to be used for record keeping related to transport and disposal of sediment at the DMMP site.
 - c. Methods, procedures, and controls to protect existing Port facilities and structures against damage.
 - d. Methods, procedures, and controls to be used to segregate, handle, transport and dispose of debris to an appropriate disposal facility in accordance with applicable regulations.
3. Positioning, Surveys, Environmental Monitoring and Spill Containment
 - a. Hydrographic surveyor qualifications. See Section 01 71 23 – Field Engineering.
 - b. Methods, procedures, equipment, and controls for performing dredge surveys.
 - c. Layout of the work and positioning of dredge equipment.
 - d. A schedule of surveys that clearly illustrates how surveys will relate to dredging sequence of work.
 - e. Procedures and equipment for positioning dump barges at the dredging and disposal site. Positioning equipment must be capable of tracking the position of the barge

- during the tow.
 - f. Notification procedures to United States Coast Guard (USCG) for barge operations within the Blair Waterway and Commencement Bay.
 - g. Environmental monitoring, including procedures for emergency spill containment and removal operations.
 - h. Coordinates of the DMMP Disposal Site
4. Debris Removal
- a. Procedures and equipment for collecting and disposing of submerged and floating debris encountered during dredging operations.
 - b. Procedures and equipment for offloading, stockpiling (if necessary), transport, and disposal of debris separated from the dredged material. This shall include methods to prevent spillage of material back into the water and cleanup of the barge and materials to allow for proper disposal.
5. Prevention of Interference with Navigation
- a. Notification and procedures to be used for moving dredging equipment to accommodate inbound and outbound commercial vessel traffic using the surrounding waterway. The operations of commercial business shall have precedence over related bid items of work in accordance with Section 01 14 00 – Work Restrictions.
6. Contractor Quality Control Plan
- a. Organization chart with key personnel and supervisory chain. At a minimum, the Contractor shall identify the following key personnel: superintendent, dredge operator(s), water quality monitoring lead (or firm that the Contractor has hired to conduct monitoring), hydrographic survey lead (or firm that the Contractor has hired to perform progress surveys), and other key personnel deemed necessary by the Contractor for the successful implementation and completion of this work. Contact information shall be provided for the project superintendent and the dredge superintendent.
 - b. Quality control methods and procedures.
7. Water Quality Protection, Monitoring, and Notification Procedures
- a. The Contractor shall be subject to the requirements and procedures specified in the Water Quality Monitoring and Protection Plan (WQMPP) and the DMMP Suitability Determination. Provide written acknowledgement of understanding of all requirements and procedures contained in these documents with respect to water quality monitoring, best management practices (BMPs), debris management, and notification procedures associated with dredge operations. Written acknowledgement shall be provided in the form of a signed letter from the Contractor to the Port of Tacoma.
 - b. Proposed methods and procedures for monitoring water quality in strict compliance with the WQMPP.
 - c. The personnel and equipment that will be used to monitor water quality during the project.
 - d. Contingency measures to be implemented if water quality violations occur.
- B. Washington State Department of Natural Resources (DNR) “Plan of Operation for Use of Open Water Disposal Site” certification form to be submitted to the Port by the Contractor. The Port

will submit the Plan of Operations with the DNR Site Use Authorization directly to DNR.

1.06 CONSTRUCTION SUBMITTALS

- A. DNR Disposal Site Use Reports
- B. DNR Monthly Disposal Statements
- C. Disposal logs for open water disposal of dredge material
- D. Daily Dredge Reports
- E. Weekly Dredge Reports (including water quality monitoring summary report and forms)
- F. Dredge Closure Report
- G. Pre-dredge Survey data
- H. Data for Post-Dredge Survey performed after Required Dredging is completed
- I. Dredge bucket coverage map.

1.07 SITE CONDITIONS

- A. Character of Materials
 - 1. Hard material in its natural state is defined as material requiring blasting, and includes boulders or fragments too large to be removed in one piece by the dredging equipment. Hard material is not anticipated to be encountered under this contract. Contractor shall notify Engineer if hard material is encountered.
- B. Inherent Delays
 - 1. The Contractor shall anticipate inherent delays while conducting dredging operations in the waterway or disposal operations in Commencement Bay. Inherent delays are primarily due to commercial shipping traffic within the shipping channel. Commercial shipping traffic shall have precedence over the Contractor's activities and may require them to stop, move, adjust, and/or slow down to accommodate vessel movement. The Contractor shall make allowance in its construction schedule for delays or interruptions due to vessel movement within the shipping channel in the waterway. The bid prices shall include allowances for such inherent delays.
- C. Interference with Navigation
 - 1. The Blair Waterway and Commencement Bay are active navigation corridors used for transport of deep-draft commerce activities. These activities shall take priority over the Contractor's operations. The Port's tenants and other entities using the waterway must have access along the project site for the duration of the construction contract. The Contractor shall conduct its operations in a manner that will minimize interference with those activities. In the event that the Contractor's construction equipment (dredge, dump scows, tug, floats, barges, workboats, anchors, lines, etc.) obstructs the navigable waterway so as to hinder movement of commercial vessels, the equipment shall immediately be moved to facilitate the shipping activity.
- D. Protection of Existing Facilities
 - 1. Any damage to the existing pier structure at the Husky Terminal, Washington United Terminals (WUT), and/or other existing facilities caused by the Contractor's operations, as determined by the Engineer, shall immediately be repaired to the pre-project condition at the Contractor's expense.

2. The Contractor's Dredging and Disposal Work Plan shall include methods, procedures, and controls for the above protections.
3. Condition Survey of Existing Structures: The Contractor and Engineer shall review and verify the condition of adjacent structures and appurtenances adjacent to the work areas prior to beginning work to ascertain existing conditions. Any damage documented as a result of the Contractor's activities will be repaired at no additional cost to the Port.

E. Security Concerns

1. For security and vessel navigation concerns, the Contractor shall give notice and receive required approval from the Engineer prior to berthing at any location along the Blair Waterway. The Contractor shall notify the Coast Guard as required to comply with Coast Guard and Port regulations for operating within the Blair Waterway and Commencement Bay.

1.08 MISPLACED MATERIAL

- A. Should the Contractor, during the execution of the work, lose, dump, throw overboard, sink or misplace any material, dredge, barge, machinery, or appliance, the Contractor shall promptly recover and remove the same. The Contractor shall give immediate verbal notice, followed by written confirmation, of the description and location of such obstructions to the Engineer and shall mark and buoy such obstructions until they are removed. Should the Contractor refuse, neglect, or delay compliance with this requirement, such obstructions may be removed by the Port or its agents, and the cost of such operations may be deducted from any money due to the Contractor, or may be recovered from the Contractor's bond. The Contractor shall be responsible for any fees, fines, penalties or other costs resulting from misplaced materials. The Contractor shall also be responsible for removing accumulated spilled dredged materials in the waterway even if the material is located beyond the project dredging limits.

1.09 DREDGING AND DISPOSAL REGULATORY COMPLIANCE

- A. Permits and Compliance. The Contractor shall be responsible to adhere and conform to all applicable provisions, conditions and requirements of the permits and the DMMP Suitability Determination.
 1. Permits that include conditions for dredging in the Blair Waterway, disposal of dredged materials, and associated activities are included in the Appendix of these Specifications.
 2. The Contractor is responsible for notifying various regulatory agencies prior to commencing dredging, as required by the project permits. These notifications typically include the USACE and the Washington Departments of Natural Resources, Ecology, and Fish and Wildlife. The Contractor shall copy the Engineer on all Agency notifications.
 3. For open water disposal of sediment, the Port will obtain Washington State Department of Natural Resources (DNR), Disposal Site Use Authorization to Utilize Open Water Disposal Site prior to the start of dredging:
 - a. Upon execution of this contract, the Port will endorse the DNR "Open Water Disposal Site Use Authorization" permit as "Grantee". Upon execution of this contract, the Port will transfer the permit to the Contractor and, as a part of this Contract, the Contractor shall assume all duties, obligations, and liabilities imposed herein.
 - b. Operational requirements do not prohibit discharge operations of dredge material at the DMMP site from dusk to dawn; however, any proposed night time disposal operations must be coordinated with and approved by the Port, USACE, and the Tribe. The Contractor shall request approval for a disposal operations schedule at the Pre-

- dredge Meeting.
- c. Within 15 days of Contract execution and at least 30 days prior to dredging, the Contractor shall complete the DNR "Plan of Operation for Use of Open Water Disposal Site" certification form and submit it to the Port for submittal to DNR.
 - d. The Contractor shall comply with all DNR disposal regulations and reporting requirements, including but not limited to, the following:
 - 1) The Contractor shall become familiar with and adhere to DNR disposal site discharge procedures and reporting requirements.
 - 2) The Contractor shall notify DNR 24 hours prior to disposal at the open water site.
 - 3) The Contractor shall verify and record barge location at the initiation and completion of discharge, including the horizontal distance from the center of the disposal site.
 - 4) The Contractor shall complete "Disposal Site Use Reports" at the time of each disposal event and "Monthly Disposal Statement" forms as required by DNR.
 - 5) The DNR reporting week begins on Monday and ends the following Sunday. Disposal Site Use Report forms must be filled out in their entirety and submitted to the Engineer by noon on Monday of the week following the week being reported.
 - 6) Monthly Disposal Statement forms must be completely filled out and submitted to the Engineer with a transmittal letter, no later than the 19th day of the month following the month being reported.
 - 7) Failure to provide forms in accordance with the above schedule may result in suspension or termination of the Site Use Authorization. The Contractor will be held responsible and liable for any damages, penalties, and/or delay costs incurred by the Port as a result of suspension or termination of the Site Use Authorization.
 - 8) The Contractor shall provide the Engineer with the originals of all disposal site use reports and forms to be submitted to DNR.
 - 9) The Port will pay directly to DNR all fees associated with the permit and dumping operation except that Contractor shall pay for any penalty or damage fees imposed by DNR for material dumped off-site, or other unauthorized disposal operations.
 - B. Any conflicts between these contract specifications and issued permits will be brought to the attention of the Engineer. Nothing whatsoever shall be deemed to authorize violation of project permits.
 - C. The Contractor shall grant access to its dredge derrick, barge(s), tug(s), and all other equipment mobilized for the project for inspection purposes, to the Port or to any Port-designated representative, and to representatives of the State and Federal agencies issuing the aforementioned permits.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 ORDER OF WORK

- A. The Contractor shall remove and dispose of sediment within the project area to the required elevations and grades as shown on the Drawings in compliance with the work sequence and

schedule constraints described in Section 01 14 00 – Work Restrictions.

- B. Once required dredging is completed, the Contractor shall conduct a post-dredge survey and submit this survey to the Port for determination that required elevations and grades have been met.
- C. If the post-dredge survey indicates that high spots remain above the required dredge elevations, then the Contractor shall remove such high spots to the satisfaction of the Engineer.

3.02 DREDGE SURVEYS

A. General

- 1. All survey work shall be performed by the Contractor.
- 2. All hydrographic surveying shall be performed in accordance with ACOE EM-1110-2-1003 – Hydrographic Surveying.
- 3. Accuracy for measured depth shall be +/- 0.5 feet; accuracy of horizontal position shall be +/- 3 feet at the 95 percent confidence interval.
- 4. See Section 01 71 23 – Field Engineering for additional survey requirements.

B. Pre- and Post-Dredge Surveys

- 1. All pre- and post-dredge surveys shall be performed by the Contractor and will be used by the Port as the basis for determining pay volumes and acceptance of the work. Pay volumes shall be calculated by the Contractor to the nearest cubic yard using AutoCAD TIN (Triangulated Irregular Network) method. The Contractor shall provide a copy of the hydrographic soundings and the quantity calculations to the Engineer for review and approval. The Port will perform its own calculations to verify quantities computed by the Contractor using Contractor provided .xyz files or other approved output from bathymetric survey.
- 2. Hydrographic surveying using full-coverage acoustic multi-beam equipment shall be performed
- 3. Pre-Dredge Survey
 - a. The pre-dredge survey shall be performed no earlier than 3 weeks prior to the beginning of sediment dredging operations. The pre-dredge survey will be used as the baseline for quantity calculations. The survey shall be provided to the Port for review and approval at least (7) business days prior to the start of sediment dredging. The survey must be approved prior to the start of dredging.
- 4. Post-Dredge Survey, including Post-Dredge Verification Surveys
 - a. A post-dredge survey shall be performed upon completion of dredging to required dredge elevations. The Port will review the post-dredge survey to determine whether dredging has been satisfactorily completed and for payment purposes. If all of the Required Dredging has not been satisfactorily completed, as determined by the Engineer, the Contractor shall correct the deficiencies indicated in the survey. The areas shall be resurveyed by the Contractor at no additional cost to the Port. Each additional post-dredge survey must be reviewed and approved by the Port prior to final acceptance of work.
- 5. The pre-dredge survey and final post-dredge survey (performed after completion of all required dredging) shall extend to a minimum of 50 feet waterward of the permitted dredge boundary and 50 feet beyond all other dredge limits.

6. The pre-dredge survey, post-dredge verification surveys, the final post-dredge survey (performed after completion of all required dredging), and all progress surveys shall be included in the Contractor's base bid under Bid Item "Field Engineering"

3.03 CONDUCT OF WORK

A. Layout of Work

1. The Contractor shall furnish, set and maintain in good order, all ranges, buoys and other markers necessary to define the Work. The Contractor shall also establish and maintain gages (tide boards) in locations where they may be clearly seen at all times during operations and inspection. The tide gauge shall provide a continuous recording of tidal change for every 15-minute interval or each 0.1-foot change, whichever occurs first. Tidal changes shall be visually provided to the dredge operator at all times during the dredging process to allow proper adjustment of dredge depth. The Contractor may be required to suspend dredging when the gages or ranges cannot be seen.
2. An accurate method of horizontal and vertical control shall be established by the Contractor before dredging may begin. The proposed method and maintenance of the horizontal and vertical control system shall be subject to the approval of Engineer and if, at any time, the method fails to provide accurate location for the dredging operations, and the Engineer's inspection, the Contractor may be required to suspend its dredging operations at no additional cost to the Port.
3. It shall be the responsibility of the Contractor to maintain all points established for the work until authorized to remove them. If such points are destroyed by the Contractor or disturbed through its negligence prior to an authorized removal, they shall be replaced by the Contractor at its own expense.

B. Positioning Equipment and Methods

1. The Contractor shall employ a Differential Global Positioning System (DGPS) to locate and control horizontal dredging position. Accuracy of horizontal dredge position shall be within +/- 3 feet at the 95 percent confidence interval. In addition to a tug-mounted DGPS receiver, the Contractor shall provide a DGPS receiver on the barge to record its location at the initiation and completion of discharge at the DMMP site.

C. Dredging

1. Dredging shall be performed using mechanical methods only.
2. The Contractor shall excavate the required dredge prism to the lines, grades, slopes and elevations shown on the Drawings. Each pass of the clamshell bucket shall be complete and there is to be no stockpiling of sediment underwater. Leveling of the completed dredging surface by dragging a beam or sweeping the clamshell bucket will not be permitted unless approved by the Port.
3. The Contractor shall pay particular attention to the conditions of issued permits, applicable regulations, and authorizations requiring minimizing turbidity and loss of suspended sediments during dredging and transport operations and adherence to water quality requirements.
4. If dredging is conducted at dusk or at night, the Contractor shall ensure that sufficient light is provided for visual monitoring of the dredge prism for turbidity, as well as visual inspection for debris and large rocks within the disposal barge.
5. The Contractor shall make the cut to the lines and grades shown on the Drawings. No undercutting (i.e., excessive dredging) at toes of cuts will be allowed.

6. Upon completion of the work, but not until final acceptance by the Engineer, the Contractor shall promptly remove the dredging rig and associated equipment, including ranges, buoys, piles, and other markers or obstructions placed by the Contractor in the water or on shore.

3.04 TRANSPORTATION AND DISPOSAL OF DREDGED MATERIALS

A. Use of Commencement Bay Open-Water Dredged Material Disposal Site (DMMP Disposal Site)

1. The Port will obtain a Disposal Site Use Authorization from DNR for disposal of suitable sediments at the DMMP Site. Suitable material shall be loaded onto bottom-dump haul barges and transported to the DMMP Site. The use of any type of barge other than a bottom dump barge is prohibited. For DNR reporting requirements, the barge dump will be considered to start at initiation of bottom-dump or split hull opening. The end of the dump will be that time when all materials have exited the barge. No materials shall be dumped unless approved positioning equipment is operational. Overflow will not be permitted from haul barges at any time during loading, transportation, and disposal of dredged material. The haul barges must have tightly sealing doors and compartments to minimize leakage of material during transit. Any barge that exhibits more than minor leakage shall be removed from the equipment utilized on the project until satisfactory repairs are made. All DNR disposal fees will be paid directly by the Port.

B. Vessel Traffic Service (VTS)

1. The Contractor shall contact the USCG VTS by radio before disposal for positioning and verification of location within the surface target zone. Disposal may not commence until verification is received from U.S. Coast Guard. The Contractor must also report the vessel position, tug, barge, skipper's name, DNR permit number and the time dumping begins and ends.
2. Signal lights shall be displayed and operations shall be conducted in accordance with the regulations of local port and harbor authorities and by the applicable regulations of Code of Federal Regulations, Title 33 – Navigation and Navigable Waters, as required by the Department of the Army and the U.S. Coast Guard.

C. Disposal Log

1. The Contractor shall maintain a disposal log of all dumps at the DMMP disposal site. The log shall include: the date, time, operator's name, time when approval was received from VTS and initials of person giving approval, coordinates at the beginning and end of each dump, vessel fathometer reading, and the calculated distance from the center of the disposal site. The distance from the center of the disposal site shall be calculated at the beginning and ending of each dump to verify that material has been dumped completely within the disposal site limits. A printout from the Contractor on-board navigational system shall be generated at the time of each dump and shall be submitted weekly to the Engineer along with the disposal log. The log and printouts shall be prepared in addition to the "Monthly Disposal Statement" and the "Disposal Site Use Report" required by DNR.

3.05 WATER QUALITY MONITORING

- A. The Contractor is responsible for meeting Water Quality criteria as defined in the WQMPP (located in Appendix I).
- B. Water quality reports shall be submitted to the Port as part of the Weekly Dredge Report.

3.06 DREDGE REPORTS

- A. Daily Dredge Report: The Contractor shall keep a daily record of the area(s) dredged, the estimated quantity of material dredged, the estimated quantity and type of debris removed, the number of scow trips to the disposal sites, the estimated quantity of dredged materials transported to the DMMP Site, progress surveys, and a summary of other details of the work. A map showing the barge position during each dump and coordinates for each dump shall be included in the daily reports. This daily record shall be submitted to the Engineer with a transmittal letter the morning following completion of work on the date of the Daily Report. The Daily Report shall be signed by the Contractor's dredging superintendent or quality control manager.
- B. Weekly Dredge Report: The Contractor shall summarize the week's work in a weekly report to be submitted to the Engineer the following Monday morning. The weekly report shall identify work completed to date, anticipated work to be completed in the present week, results from water quality monitoring, and present the latest progress survey.
- C. Dredge Closure Report: The Contractor shall prepare a closure report that summarizes all the weekly reports and identifies Contractor estimates of dredge volume, dredge volume disposed at the DMMP Site, and debris & riprap volume/tonnage disposed of at the Port-approved upland landfill facility.

3.07 DEBRIS MATERIAL

- A. Anchors, chains, straps, and other articles or debris brought to the surface during the course of the dredging operations shall remain the property of the Contractor and shall be disposed of at an approved off-site location per Section 01 74 19 – Construction Waste Management and Disposal. Hazardous material/waste, consisting of creosote piles, batteries, PCB's and the like shall be disposed of in accordance with applicable Federal, State and local regulations. When such material/waste is encountered, the Contractor shall immediately notify the Engineer to determine the course of action to be taken. The Contractor will be compensated for costs associated with handling and disposal of debris encountered during dredging through Bid Item #8 – Dredge Debris Removal Allowance.

END OF SECTION

APPENDIX A
PORT OF TACOMA
CONSTRUCTION SWPPP
SHORT FORM

CONSTRUCTION SWPPP SHORT FORM

The threshold for using the Port of Tacoma’s (Port) short form is a project that proposes to clear or disturb less than one acre of land. Projects falling within this threshold may use this short form instead of preparing a professionally designed Construction Stormwater Pollution Prevention Plan (SWPPP). If project disturbance quantities exceed this threshold, you must prepare of formal Construction SWPPP as part of your submittal package. If your project is within the threshold and includes—or may affect—a critical area, please contact the Port to determine if the SWPPP short form may be used.

CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN SHORT FORM

Project Name:

Address:

Contact/Owner:

Phone:

Erosion Control Supervisor:

Phone:

Cell:

Pager:

Emergency (After hours) Contact:

Phone:

Permit No.:

Parcel No.:

Required Submittals

A Construction SWPPP consists of both a project narrative and a site plan. The project narrative describes existing conditions on the site, the proposed conditions, and how construction site runoff will be managed until final site stabilization is achieved. Any additional relevant information should be included in the project narrative. All Best Management Practices (BMPs) that will be utilized onsite must be included as part of the project narrative and provided (electronically or hard copy) as part of the submittal package. If additional BMPs beyond those included in the Washington Department of Ecology's (Ecology) Western Washington Stormwater Management Manual (Ecology SWMM) or the City of Tacoma's (City) Stormwater Management Manual (City SWMM) are proposed to be used, a narrative and appropriate details describing the BMP (its function, installation method, and maintenance activities) will be required.

The site plan is a drawing which shows the location of the proposed BMPs to control erosion and sedimentation during and after construction activities.

PROJECT NARRATIVE

The Construction SWPPP Short Form narrative must be completed at part of the submittal package. Any information described, as part of the narrative, should also be shown on the site plan.

Note: From October 1 through April 30, clearing, grading, and other soil disturbing activities shall only be permitted by special authorization from the Port.

A. Project Description (Check all that apply)

- | | | |
|--|--|---|
| <input type="checkbox"/> New Structure | <input type="checkbox"/> Building Addition | <input type="checkbox"/> Grading/Excavation |
| <input type="checkbox"/> Paving | <input type="checkbox"/> Utilities | <input type="checkbox"/> Other: |

1. Total project area (square feet)
2. Total proposed impervious area (square feet)
3. Total existing impervious area (square feet)
4. Total proposed area to be disturbed (square feet)
5. Total volume of cut/fill (cubic yards)

Additional Project Information:

B. Existing Site Conditions (Check all that apply)

1. Describe the existing vegetation on the site. (Check all that apply)

<input type="checkbox"/> Forest	<input type="checkbox"/> Pasture/field grass	<input type="checkbox"/> Pavement	<input type="checkbox"/> Landscaping	<input type="checkbox"/> Brush
<input type="checkbox"/> Trees	<input type="checkbox"/> Other:			
2. Describe how surface water (stormwater) drainage flows across/from the site. (Check all that apply)

<input type="checkbox"/> Sheet Flow	<input type="checkbox"/> Gutter	<input type="checkbox"/> Catch Basin	<input type="checkbox"/> Ditch/Swale	<input type="checkbox"/> Storm Sewer
<input type="checkbox"/> Stream	<input type="checkbox"/> Other:			
3. Describe any unusual site condition(s) or other features of note.

<input type="checkbox"/> Steep Grades	<input type="checkbox"/> Large depression	<input type="checkbox"/> Underground tanks	<input type="checkbox"/> Springs
<input type="checkbox"/> Easements	<input type="checkbox"/> Existing structures	<input type="checkbox"/> Existing utilities	<input type="checkbox"/> Other:

C. Adjacent Areas (Check all that apply)

1. Check any/all adjacent areas that may be affected by site disturbance and fully describe below in item 2:

- Streams* Lakes* Wetlands* Steep slopes*
 Residential Areas Roads Ditches, pipes, culverts Other:

** If the site is on or adjacent to a critical area (e.g., waterbody), the Port may require additional information, engineering, and other permits to be submitted with this short form.*

2. Describe how and where surface water enters the site from properties located upstream:

3. Describe the downstream drainage path from the site to the receiving body of water (minimum distance of 0.25 mile [1320 feet]). (E.g., water flows from the site into a curb-line, then to a catch basin at the intersection of X and Y streets. A 10-inch pipe system conveys water another 1000 feet to a wetland.) Include information on the condition of the drainage structures.

D. Soils (Check all that apply)

The intent of this section is to identify when additional soils information may be required for applicants using this short form. There are other site-specific issues that may necessitate a soils investigation or more extensive erosion control practices. The Port will determine these situations on a case-by-case basis as part of their review.

1. Does the project propose infiltration? Infiltration systems require prior Port approval.

- Yes No

2. Does the project propose construction on or near steep slopes (15% or greater)?

- Yes No

If infiltration is proposed for the site or steep slopes (15% or greater) have been identified, the Port will require soils information as part of project design. The applicant must contact a soil professional or civil engineer that specializes in soil analysis and perform an in-depth soils investigation. If the Yes box is checked for either question, the Port may not permit the use of this short form.

E. Construction Sequencing/Phasing

1. Construction sequence: the standard construction sequence is as follows:
 - Mark clearing/grading limits.
 - Install initial erosion control Best Management Practices (BMPs) (e.g., construction entrance, silt fence, catch basin inserts, etc.).
 - Clear, grade, and fill project site as outlined in the site plan while implementing and maintaining proper temporary erosion and sediment control BMPs simultaneously.
 - Install permanent erosion protection as described in the specifications (e.g., impervious surfaces, landscaping, etc.).
 - Remove temporary erosion control methods as permitted. Do not remove temporary erosion control until permanent erosion protection is fully established.

List any changes from the standard construction sequence outlined above:

2. Construction phasing: if construction is going to occur in separate phases, please describe:

F. Construction Schedule

1. Provide a proposed construction schedule (dates construction starts and ends, and dates for any construction phasing.)

Start Date:

End Date:

Interim Phasing Dates:

Wet Season Construction Activities: Wet season occurs from October 1 to April 30. Please describe construction activities that will occur during this time period.

Note: Additional erosion control methods may be required during periods of increased surface water runoff.

2. Site plan (see Figure 1, page 6)

A site plan, to scale, must be included with this checklist that shows the following items:

- a. Address, Parcel Number, Permit Number, and Street Names
- b. North Arrow
- c. Indicate boundaries of existing vegetation (e.g., tree lines, grassy areas, pasture areas, fields, etc.)
- d. Identify any onsite or adjacent critical areas and associated buffers (e.g., wetlands, steep slopes, streams, etc.).
- e. Identify any FEMA base flood boundaries and Shoreline Management boundaries.
- f. Show existing and proposed contours.
- g. Delineate areas that are to be cleared and/or graded.
- h. Show all cut and fill slopes, indicating top and bottom of slope catch lines.
- i. Show locations where upstream run-on enters the site and locations where runoff leaves the site.
- j. Indicate existing surface water flow direction(s).
- k. Label final grade contour and indicate proposed surface water flow direction and surface water conveyance systems (e.g., pipes, catch basins, ditches, etc.).
- l. Show grades, dimensions, and direction of flow in all (existing and proposed) ditches, swales, culverts, and pipes.
- m. Indicate locations and outlets of any dewatering systems (usually to sediment trap).
- n. Identify and locate all erosion control methods to be used during and after construction.

ONSITE FIELD VERIFICATION OF ACTUAL CONDITIONS IS REQUIRED.

Figure 1. (to be worked out with Engineering Dept.)

GUIDELINES FOR EROSION CONTROL ELEMENTS

This SWPPP must contain the 12 required elements, as required by Ecology. Check off each element as it is addressed in the SWPPP short form and/or on your site plan.

- 1. Mark Clearing Limits
- 2. Establish Construction Access
- 3. Control Flow Rates
- 4. Install Sediment Controls
- 5. Stabilize Soils
- 6. Protect Slopes
- 7. Protect Drain Inlets
- 8. Stabilize Channels and Outlets
- 9. Control Pollutants
- 10. Control Dewatering
- 11. Maintain BMPs
- 12. Manage the Project

The following is a brief description of each of the 12 required elements of a SWPPP. If an element does not apply to the proposed project site, please describe why the element does not apply. Applicable BMPs are listed with each element and in Table 1. Please note that this list is not a comprehensive list of BMPs available for small construction projects, but erosion and sediment control techniques most pertinent to small construction sites are included here. More detailed information on construction BMPs can be found in Ecology's SWMM Volume II and the City's SWMM Volume II (Ecology 2005; City of Tacoma 2012). Please provide hard copies of the BMPs that will be used for the project and include as part of this Construction SWPPP. BMPs that may be used if needed can be noted as being contingent in the event additional erosion control is needed. Describe any additional BMPs that will be utilized onsite and add them to the SWPPP short form.

For phased construction projects, clearly indicate erosion control methods to be used for each phase of construction.

Element #1 – Mark Clearing Limits

All construction projects must clearly mark any clearing limits, sensitive areas and their buffers prior to beginning any land disturbing activities, including clearing and grading. Clearly mark the limits both in the field and on the site plans. Limits shall be marked in such a way that any trees or vegetation that is to remain will not be harmed.

Applicable BMPs include:

- BMP C101: Preserving Natural Vegetation
- BMP C102: Buffer Zones
- BMP C103: High Visibility Plastic or Metal Fence
- BMP C104: Stake and Wire Fence

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #2 – Establish Construction Access

All construction projects subject to vehicular traffic shall provide a means of preventing vehicle “tracking” soil from the site onto streets or neighboring properties. Limit vehicle traffic on- and off-site to one route if possible. All access points shall be stabilized with a rock pad construction entrance or other Port-approved BMP. The applicant should consider placing the entrance in the area for future driveway(s), as it may be possible to use the rock as a driveway base material. The entrance(s) must be inspected weekly, at a minimum, to ensure no excess sediment buildup or missing rock.

Applicable BMPs include:

- BMP C105: Stabilized Construction Entrance
- BMP C106: Wheel Wash
- BMP C107: Construction Road/Parking Area Stabilization

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #3 – Control Flow Rates

Protect properties and waterways downstream of the project site from erosion due to increases in volume, velocity, and peak flow of stormwater runoff from the project site.

Permanent infiltration facilities shall not be used for flow control during construction unless specifically approved by the Environmental Department. Sediment traps can provide flow control for small sites by allowing water to pool and allowing sediment to settle out of the water.

Applicable BMPs include:

- BMP C207: Check Dams
- BMP C240: Sediment Trap

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element 4 – Install Sediment Controls

Surface water runoff from disturbed areas must pass through an appropriate sediment removal device prior to leaving a construction site or discharging into a waterbody. Sediment barriers are typically used to slow stormwater sheet flow and allow the sediment to settle out behind the barrier.

Sediment controls must be installed/constructed prior to site grading.

Applicable BMPs include:

- BMP C208: Triangular Silt Dike
- BMP C232: Gravel Filter Berm
- BMP C233: Silt Fence
- BMP C235: Straw Wattles

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #5 – Stabilize Soils

Stabilize exposed and unworked soils by applying BMPs that protect the soils from raindrop impact, flowing water, and wind.

From October 1 through April 30, no soils shall remain exposed or unworked for more than 2 days. From May 1 to September 30, no soils shall remain exposed or unworked for more than 7 days. This applies to all soils whether at final grade or not.

Applicable BMPs include:

- BMP C120: Temporary and Permanent Seeding
- BMP C121: Mulching
- BMP C122: Nets and Blankets
- BMP C123: Plastic Covering
- BMP C140: Dust Control

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #6 – Protect Slopes

Protect slopes by diverting water at the top of the slope. Reduce slope velocities by minimizing the continuous length of the slope.

Applicable BMPs include:

- BMP C200: Interceptor Dike and Swale
- BMP C204: Pipe Slope Drains
- BMP C207: Check Dams

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #7 – Protect Drain Inlets

All operable storm drain inlets must be protected during construction so that stormwater runoff does not enter the conveyance system without first being filtered or treated to remove sediment. Install catch basin protection on all catch basins within 500 feet downstream of the project.

Applicable BMPs include:

- BMP C220: Storm Drain Inlet Protection

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #8 – Stabilize Channels and Outlets

Stabilize all temporary onsite conveyance channels. Provide stabilization to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches at the conveyance system outlets.

Applicable BMPs include:

- BMP C202: Channel Lining
- BMP C209: Outlet Protection

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #9 – Control Pollutants

Handle and dispose of all pollutants, including demolition debris and other solid wastes in a manner that does not cause stormwater contamination. Provide cover and containment for all chemicals, liquid products (including paint), petroleum products, and other materials. Handle all concrete and concrete waste appropriately.

Applicable BMPs include:

- BMP C150: Materials on Hand
- BMP C151: Concrete Handling
- BMP C152: Sawcutting and Surface Pollution Prevention
- BMP C153: Material Delivery, Storage and Containment

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #10 – Control Dewatering

Clean, non-turbid dewatering water, such as groundwater, can be discharged to the stormwater system provided the dewatering flow does not cause erosion or flooding of receiving waters.

Applicable BMPs include:

- BMP C150: Materials on Hand

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #11 – Maintain BMPs

Maintain and repair temporary erosion and sediment control BMPs as needed. Inspect all BMPs at least weekly and after every storm event.

Remove all temporary erosion and sediment control BMPs within 30 days after final site stabilization or if the BMP is no longer needed. Any sediment trapped during construction activities should be removed or stabilized onsite. No sediment shall be discharged into the stormwater drainage system or any natural conveyance system (e.g., streams).

Applicable BMPs include:

- BMP C160: Certified Erosion and Sediment Control Lead

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #12 – Manage the Project

Phase development projects to prevent soil erosion and the transport of sediment from the project site during construction. Coordinate all work prior initial construction with subcontractors and other utilities to ensure no areas are worked prematurely.\

A designated erosion and sediment control person is required for all construction projects. This person is responsible for ensuring that the project’s erosion and sediment control BMPs are appropriate for the site and are functioning properly. They are also responsible for updating the SWPPP as necessary as site conditions warrant. They must be available 24 hours a day to ensure compliance.

Applicable BMPs include:

- BMP C160: Certified Erosion and Sediment Control Lead
- BMP C162: Scheduling
- BMP C180: Small Project Construction Stormwater Pollution Prevention

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Table 1. Applicable BMPs for the 12 Elements of a SWPPP

Element #1 – Mark Clearing Limits		
BMP C101	Preserving Natural Vegetation	
BMP C102	Buffer Zones	
BMP C103	High Visibility Plastic and Wire Fence	
BMP C104	Stake and Wire Fence	
Element #2 – Establish Construction Entrance		
BMP C105	Stabilized Construction Entrance	
BMP C106	Wheel Wash	
BMP C107	Construction Road/Parking Area Stabilization	
Element #3 – Control Flow Rates		
BMP C207	Check Dams	
BMP C240	Sediment Trap	
Element #4 – Install Sediment Controls		
BMP C208	Triangular Silt Trap	
BMP C232	Gravel Filter Berm	
BMP C233	Silt Fence	
BMP C235	Straw Wattles	
Element #5 – Stabilize Soils		
BMP C120	Temporary and Permanent Seeding	
BMP C121	Mulching	
BMP C122	Nets and Blankets	
BMP C123	Plastic Covering	
BMP C140	Dust Control	
Element #6 – Protect Slopes		
BMP C200	Interceptor Dike and Swale	
BMP C204	Pipe Slope Drains	
BMP C207	Check Dams	
Element #7 – Protect Drain Inlets		
BMP C220	Storm Drain Inlet Protection	
Element #8 – Stabilize Channels and Outlets		
BMP C202	Channel Lining	
BMP C209	Outlet Protection	
Element #9 – Control Pollutants		
BMP C150	Materials on Hand	

Element #9 – Control Pollutants, cont.		
BMP C151	Concrete Handling	
BMP C152	Sawcutting and Surfacing Pollution Prevention	
BMP C153	Materials, Delivery, Storage and Containment	
Element #10 – Control Dewatering		
BMP C150	Materials on Hand	
Element #11 – Maintain BMPs		
BMP C160	Certified Erosion and Sediment Control Lead	
Element #12 – Manage the Project		
BMP C160	Certified Erosion and Sediment Control Lead	
BMP C162	Scheduling	
BMP C180	Small Project Construction Stormwater Pollution Prevention	

REFERENCES

City of Tacoma. 2012. Stormwater Management Manual 2012 Edition. Public Works/ Environmental Services, Maintenance Division, Tacoma, Washington.

Washington State Department of Ecology (Ecology). 2005. Stormwater Management Manual for Western Washington. Water Quality Program, Lacey, Washington.

APPENDIX B

STATE ENVIRONMENTAL

POLICY ACT (SEPA)

DETERMINATION OF

NONSIGNIFICANCE



**DETERMINATION OF NONSIGNIFICANCE
WAC 197-11-970**

Project Name: Blair Waterway Berth Maintenance Dredge: Husky and Washington United Terminals

Description of proposal: The Port of Tacoma (Port) proposes to perform maintenance dredging of ship berths at the Port’s Husky and Washington United Terminals on the Blair Waterway to restore the authorized depth of -51 ft Mean Lower Low Water (MLLW). The total estimated dredge volume is 27,000 cubic yards including an incidental 1-foot over dredge allowance (-52 ft MLLW). The dredge material will be sampled and characterized by the Port and the Dredge Material Management Program (DMMP) to determine disposal location. Suitable dredge material will be placed at the Commencement Bay open water dredged material site. Unsuitable material will be placed at an approved upland site. Preliminary data suggest all material is eligible for open water disposal. There is no proposed change of use.

Proponent: Port of Tacoma

Location of proposal, including street address, if any: The project location is the berth areas of the Port’s Husky and Washington United Terminals (1101 and 1815 Port of Tacoma Rd, Tacoma, WA 98421, respectively).

Lead agency: Port of Tacoma

The lead agency for this proposal has determined that the project does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under Revised Code of Washington (RCW) 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. Additional project and/or State Environmental Policy Act (SEPA) information is available upon request at the Port of Tacoma’s Administrative building, located at One Sitcum Plaza, Tacoma, WA 98421 or at the Port’s website at <http://www.portoftacoma.com/sepa>.

Comments and Request for Reconsideration: This Determination of Non-Significance (DNS) is issued under Chapter 197-11-340(2) Washington Administrative Code (WAC). Pursuant to Port policy, all interested parties shall have fourteen calendar days to comment on the proposed SEPA threshold determination. Only those who commented within the fourteen-day comment period shall have standing to file a Request for Reconsideration. Any challenge to a SEPA threshold determination shall be initiated by filing a Request for Reconsideration with the Responsible Official or designee no later than seven calendar days following the end of the fourteen-day comment period for the SEPA determination. The lead agency will not act on this proposal for fourteen days from the start date of the comment period described below. Comments shall be submitted to the Port of Tacoma, Environmental Programs, C/O Heather Curbow at One Sitcum Plaza, Tacoma, WA 98421 or at the Port’s website at <http://www.portoftacoma.com/sepa>.

Responsible official: Jason Jordan

Position/title: Director, Environmental and Planning Programs

Signature: *Jason Jordan* Jason Jordan (Mar 5, 2021 14:36 PST) **Date:** _____

Comment Start Date: 3/9/2021

Comment End Date: 3/23/2021

Request for Reconsideration End Date: 3/30/2021

APPENDIX C

**CITY OF TACOMA SHORELINE
MANAGEMENT ACT / CRITICAL
AREAS COMPLIANCE
EXEMPTION**

LU21-0039



City of Tacoma
Planning and Development Services

April 8, 2021

Mark Rettmann
Port of Tacoma
PO Box 1837
Tacoma, WA, 98401

via electronic mail

RE: Shoreline Substantial Development Permit Exemption and Critical Area Review
File No. LU21-0039
Blair Waterway Maintenance Dredging
1815 Port of Tacoma Road
Parcels: 0321353030, 0321353016, 0321353014, 0321354035 and 2275200610

Dear Mr. Rettmann:

You have requested a Shoreline Substantial Development Permit Exemption to allow maintenance dredging of sediment mounds and shallower berth areas at two berth locations within the Blair waterway. The proposed maintenance dredging will restore terminal operations to full capacity at the Port's Washington United Terminal (WUT) and Husky Terminal (Husky). The proposed maintenance action is qualified for an exemption under the City of Tacoma Municipal Code Title 19, Section 2.3.3(2) and WAC 173-27-040(2) for "normal maintenance and repair" because the project proposes to restore the previously authorized depths at the berthing areas. This will allow the continued use of existing berthing areas for loading and off-loading of cargo vessels. The project will also maintain existing functional navigational functions at the site(s).

The *Tacoma Shoreline Master Program (TSMP)* designates the site of the proposed activity as an "Aquatic Environment" within the S-13 Shoreline District – Marine Waters of the State. The intent of the S-13 Shoreline District is to maintain these water bodies for the use by the public for navigation, commerce and recreation purposes and to manage in-water structures in a consistent manner throughout the City's shorelines.

Pursuant to WAC 197-11-340(2) and in compliance with the City of Tacoma SEPA Procedures a Determination of Non-Significance (DNS) was issued by the Port of Tacoma. Further, an environmental impact statement (EIS) is not required under Revised Code of Washington (RCW) 43.21C.030(2)(C).

Normal maintenance or repair of existing structures or developments, including damage by accident, fire or elements are listed as exempt from a Substantial Development Permit according to *TSMP* Title 19, Section 2.3.3(2). "Normal Maintenance" includes those usual acts to prevent a decline, lapse or cessation from a lawful established condition. "Normal repair" means to restore a development to a state comparable to its original condition, including but not limited to its size, shape, configuration, location and external appearance, within a reasonable period after decay or partial destruction, except where repair causes substantial adverse effects to shoreline resource or environment. Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including but not limited to its size, shape, configuration,

location and external appearance and the replacement does not cause substantial adverse effect to shoreline resource or environment. Relocation and reconfiguration of the structure or development may be performed within the existing property boundaries if the relocation or reconfiguration results in a measurable and sustainable ecological improvement.

The Port of Tacoma proposes to dredge a total volume estimated at approximately 27,000 cubic yards to restore the authorized depth of -51 ft. Mean Lower Low Water (MLLW), including an incidental 1-foot dredge allowance (-52 ft. MLLW).

Following review, I have concluded the following:

- Best management protocols will be utilized to allow dredging to occur without habitat degradation in intertidal and shallow subtidal habitat and only during the authorized work window (July 15-February 15). Turbidity will be controlled through prescriptive best management practices while dredging.
- Priority species will not be affected through the timing restrictions for salmonids and in-water work. No eelgrass, kelp, forage fish spawning areas or known shellfish resources or habitats located within or adjacent to the area being dredged. No impacts are expected with the overall project; therefore, no compensatory mitigation is required.
- The dredged material will be placed on a barge for transportation to an approved upland or open water disposal site.
- Based on the above findings, the proposal is consistent with the policies of the *TSMP Title 19* shoreline code.

Therefore, the proposed activities are consistent with the applicable regulations, plans, and policies of the City of Tacoma. Furthermore, the Shoreline Management Act (*SMA*) allows certain activities to be exempt from the Shoreline Substantial Development Permit requirements. Based on the above findings, the requested exemption to the City's Shoreline Substantial Development Permit requirement is consistent with the policies of the *SMA*, the policies and implementing regulations of the *TSMP* and with the criteria set forth in the *WAC* and *RCW* for the authorization of such permits.

The following are conditional requirements:

1. The applicant shall comply with the project as described within the JARPA, Biological Evaluation and the City of Tacoma, SSDP Exemption Memorandum dated February 23, 2021.
2. The applicant shall comply with all requirements, including approved WDFW and USACE approved in-water work windows.
3. The applicant shall provide a copy of the approved HPA and USACE permits or approvals to the City prior to commencing work.
4. The applicant must notify the City of any disposal area that is upland and within the jurisdictional limits of the City of Tacoma to determine if any additional permitting is necessary.

The applicant is also advised of the following:

- This permit is only applicable to the proposed project as described above and based upon the information submitted by the applicant. Modifications to this proposal and future activities or development within the regulated buffers may be subject to further review and additional permits as required in accordance with the *Tacoma Municipal Code Title 19*.
- The applicant must obtain other approvals prior to construction as required by other local, state and federal agencies including the Army Corps of Engineers and State Department of

Fish and Wildlife which have requirements regarding work within regulated waters that may be applicable to the project.

We are issuing this letter of exemption per the provisions of *Tacoma Shoreline Master Program* and *Tacoma Municipal Code (TMC)* Title 19 to comply with the requirements WAC 173-27-040(2). Should you have any further questions or requests please do not hesitate to contact me at 253-591-5773.

Sincerely,



Karla Kluge
Senior Environmental Specialist

cc via electronic mail only:

Washington Department of Ecology, Shorelands & Environmental Assistance Program, Zach Meyer, SWRO, P.O. Box 47775, Olympia, WA 98504-7775 (zmey461@ecy.wa.gov)

Washington Department of Fish and Wildlife, Elizabeth Bockstiegel, 600 Capitol Way N., Olympia, WA 98501-1091 (elizabeth.bockstiegel@dfw.wa.gov)

U.S. Army Corps of Engineers, Attn: Regulatory Branch, CENWS-OD-RG Attn: Halie Endicott, P.O. Box C-3755, Seattle, WA 98124 (halie.endicott@usace.army.mil)

U.S. Fish & Wildlife Service, Attn: Judy Lantor, 510 Desmond Drive SE #102, Lacey, WA 98503 (jusdy_lantor@fws.gov)

APPENDIX D

WASHINGTON STATE

DEPARTMENT OF FISH AND

WILDLIFE HYDRAULIC PROJECT

APPROVAL

2021-6-157+01



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: April 09, 2021
Project End Date: February 15, 2026

Permit Number: 2021-6-157+01
FPA/Public Notice Number: N/A
Application ID: 24373

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Port of Tacoma ATTENTION: Mark Rettmann PO Box 1837 Tacoma, WA 98401-1837	

Project Name: Blair Waterway Berth Maintenance Dredging (Washington United & Husky Terminals)

Project Description: The project is a maintenance dredge project to restore the berths at WUT and Husky to the permitted and previously-dredged depth of -51 feet MLLW plus an additional 1-foot over dredge allowance. The Port is conducting a sediment characterization through the Dredge Material Management Program/Office (DMMP/DMMO) to determine the appropriate disposal location of dredged material. Suitable material will be disposed of in-water at the Commencement Bay open-water dredged material disposal site. Unsuitable material will be disposed of at an approved upland location.

PROVISIONS

AUTHORIZED WORK TIMES

- 1. TIMING LIMITATION:** To protect fish and shellfish habitats at the job site, work below the ordinary high water line must occur from July 15 through December 31 and January 1 through February 15 of any year.
- 2. APPROVED PLANS:** Work must be accomplished per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "2020_PmtDrawnings-Plans_Blair WW Berth Maint Dredge (WUT & Husky only).pdf", uploaded to APPS on February 23, 2021, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
- 3. APPROVED WORK:** Maintenance dredging at two sites in the Blair Waterway within the Port of Tacoma. Total volume (cubic yards [CY]) is approximately 26,890 CY (including 8,620 CY of over dredge allowance).

NOTIFICATION

- 4. NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work. The notification must include the permittee's name, project location, starting date, and the hydraulic Project Approval permit number.
- 5. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION:** If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

STAGING, JOB SITE ACCESS AND EQUIPMENT

- 6. Establish the staging area** (used for activities such as equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants like petroleum products, hydraulic



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: April 09, 2021
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Permit Number: 2021-6-157+01
FPA/Public Notice Number: N/A
Application ID: 24373

fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

7. Check equipment daily for leaks and complete any required repairs before using the equipment in or near the water.
8. Lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols are recommended for use in equipment operated in or near water.
9. Operate vessels with minimal propulsion power to avoid prop scour damage to the bed and marine vegetation habitats.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

10. Prevent contaminants from the project, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.

DREDGING

11. Conduct dredging with dredge types and methods that cause the least impacts to fish and shellfish.
12. Operate a hydraulic dredge with the intake at or below the bed surface. Raise the intake up to three feet above the bed only for brief periods of purging or flushing the intake system.
13. Operate a dragline or clamshell to minimize turbidity. During excavation, complete each pass with the clamshell or dragline bucket. Do not stockpile dredged material waterward of the ordinary high water line.
14. Dispose of dredged materials at an approved, designated Department of Natural Resources deep water disposal site or dispose of dredged bed materials in an upland area landward of the ordinary high water line.
15. To minimize turbidity, hopper dredges, scows and barges used to transport dredged materials to the disposal or transfer sites must completely contain the dredged material.
16. To avoid attracting fish to artificial light at night, limit dredging activities to daylight hours whenever feasible.

LOCATION #1:	Site Name: Washington United Terminal (WUT) 1815 Port of Tacoma Rd, Tacoma, WA 98421					
WORK START:	July 15, 2021			WORK END:	February 15, 2026	
<u>WRIA</u>	<u>Waterbody:</u>			<u>Tributary to:</u>		
10 - Puyallup - White	Various			Various		
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
SW 1/4	35	21 N	03 E	47.263791	-122.391980	Pierce
<u>Location #1 Driving Directions</u>						
From I-5, take exist 136B and follow signs for Port of Tacoma. Bear right onto Port of Tacoma Rd. Keep straight onto 33rd Ave E. Keep straight onto Port of Tacoma Rd. Washington United Terminal is on the right. 1815 Port of Tacoma Rd, Tacoma, WA 98421.						
LOCATION #2:	Site Name: Husky Terminal (Husky) 1101 Port of Tacoma Rd, Tacoma, WA 98421					
WORK START:	July 15, 2021			WORK END:	February 15, 2026	



HYDRAULIC PROJECT APPROVAL

Washington Department of
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PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: April 09, 2021
Project End Date: February 15, 2026

Permit Number: 2021-6-157+01
FPA/Public Notice Number: N/A
Application ID: 24373

<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
10 - Puyallup - White		Various			Various	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
SW 1/4	27	21 N	03 E	47.27550	-122.41185	Pierce
<u>Location #2 Driving Directions</u>						
From I-5, take exit 136B and follow signs for Port of Tacoma. Bear right onto Port of Tacoma Rd. Keep straight onto 33rd Ave E. Keep straight onto Port of Tacoma Rd. Turn right on E 11th Street. The Husky Terminal is located at 1101 Port of Tacoma Rd, Tacoma, WA 98421.						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person (s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: April 09, 2021

Project End Date: February 15, 2026

Permit Number: 2021-6-157+01

FPA/Public Notice Number: N/A

Application ID: 24373

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: April 09, 2021
Project End Date: February 15, 2026

Permit Number: 2021-6-157+01
FPA/Public Notice Number: N/A
Application ID: 24373

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

Habitat Biologist elizabeth.bockstiegel@dfw.wa.gov
Elizabeth Bockstiegel 360-480-2908

for Director
WDFW

APPENDIX E
DMMP SUITABILITY
DETERMINATION
MEMORANDUM
POTBW1AF426

Memorandum for Record**April 16, 2021**

Subject: Suitability Determination Memorandum and Antidegradation Assessment for Maintenance Dredging of the Port of Tacoma Blair Waterway Berth Areas in Tacoma, Washington (NWS-2020-1017-WRD).

Introduction

This suitability determination memorandum (SDM) and antidegradation assessment documents the consensus regarding the suitability of the proposed dredged material for unconfined aquatic disposal and compliance of the post-dredge leave surface with the State's antidegradation requirements as determined by the Dredged Material Management Program (DMMP) agencies (U.S. Army Corps of Engineers, Washington Departments of Ecology and Natural Resources, and the U.S. Environmental Protection Agency).

Project Description

The Port of Tacoma (Port) is evaluating maintenance dredging of the berthing areas of Husky Terminal (Husky), Washington United Terminal (WUT), and Pierce County Terminal (PCT) in the Blair Waterway, Tacoma, Washington (Figure 1) to restore the berths to their authorized depth of -51 ft Mean Lower Low Water (MLLW). The Port applied for Corps permits for this work on October 22, 2020 under Corps reference number NWS-2020-1017-WRD. Since then the project scope/permit application has been revised to exclude dredging at PCT, however, testing results for PCT are presented and discussed below.

Project Summary

Waterbody	Puget Sound
Water classification	Marine
Project rank	Moderate
Total proposed dredging volume (cy)	26,890 total (Husky 8,080 + WUT 18,810)
Target proposed dredging depth	-51 ft MLLW
Max. proposed dredging depth (includes 1-foot overdepth allowance)	-52 ft MLLW
Proposed disposal location(s)	In-water disposal site: Commencement Bay
Dredged Material Management Units (DMMUs): No. of stations	5 DMMUs: HSK-1 (4 stations), WUT-1 (3 stations), WUT-2 (3 stations), PCT-1 (3 stations), and PCT-2 (3 stations)
DMMO tracking number	POTBW1AF426
EIM Study ID	POTBW21
USACE Regulatory Reference Number	NWS-2020-1017-WRD
Sampling and Analysis Plan (SAP) Approval Date	October 1, 2020 (NewFields, 2020)
Sampling Date(s)	October 5-8, 2020
Sediment Characterization Report Approval Date	March 31, 2021 (NewFields 2021)
Testing Parameters	DMMP Marine COCs plus dioxins/furans and TBT
Biological Testing	Project proponent did not sample for bioassays
Suitability Outcome	Husky and WUT DMMU's were suitable; PCT DMMU's were unsuitable for in-water disposal
Recency Expiration Date (moderate = 5 years)	October 2025
Antidegradation Assessment	In compliance

Sampling and Analysis Description

Sediment sampling activities were conducted in the Blair berthing areas from October 5 through 8, 2020. The research vessel (R/V) *Ingalls*, a 36-foot aluminum landing craft owned and operated by Gravity Marine Services (Gravity), was the platform used for the sediment core collection. Sediment cores were collected using vibracore samplers (VIC 5500 and RIC 5500 units) also provided by Gravity. DGPS, lead line measurements, and real-time tidal corrections from the National Oceanic and Atmospheric Administration (NOAA) Tacoma, WA tide station (Station ID: 9446484) were used to provide accurate horizontal and vertical positioning. Figures 2, 3, and 4 shows the sediment sampling locations from Husky, WUT, and PCT dredge areas, respectively. Table 1 lists the core collection details.

During the first two days of collection, the sampling crew had difficulty penetrating the coarse-grained material present at the base of the core samples with the VIC 5500 vibracore sampler. Several cores collected on these days did not reach the full target penetration depth, after 3 attempts, which resulted in incomplete Z-samples (<2 feet) or pseudo Z-samples (sub-aliquot of the bottom 1-foot of core). These deviations were discussed with the DMMO during field collection.

During the third and fourth days of collection the RIC 5500 vibracore sampler (which Gravity indicated was better for coarse-grained material) was used and yielded improved recoveries; however, most cores collected had greater than 100% recovery. Gravity indicated that they believe this was caused by core dilation due to high frequency vibration in sand.

Vibracores were transferred to a shore-based team at the Port of Tacoma Administration Building parking lot for processing, compositing, and sample collection. Table 2 provides the samples collected from each station and analyses conducted on each sample. Samples were submitted to Analytical Resources, Inc (ARI) in Tukwila, WA.

Data Validation

EcoChem, Inc., conducted EPA Stage 4 review and validation of the dioxin/furan congener results for the DMMU samples¹ and NewFields conducted EPA Stage 2B review and validation for all DMMU chemistry data. The validation process resulted in some additional J and UJ qualified data (estimated values) and U qualified data (EMPCs and analytes associated with method blank detections) beyond those assigned by the lab, based on specified protocol or technical advisory; but, no analytical results were rejected; and all data were considered usable, as qualified, by the data validator.

Analytical Testing Results

Table 3 summarizes the analytical results for the five DMMU composites alongside the DMMP marine guidelines (DMMP, 2018). Table 4 provides the dioxin/furan results for individual core samples that the Port elected to analyze. Data results for each dredge area are summarized below and dioxin/furan concentrations are evaluated holistically using DMMP guidelines (DMMP, 2018).

Husky Terminal

- Surface sediments characterized within the Husky Terminal consisted primarily of olive brown to dark gray silty fine sands. Sediments present in the Z-layer ranged from fine to medium sands at stations H1 and H3, to rocks and gravels at stations H2 and H4.

¹ Note that EPA Stage 4 validation was not conducted for the individual core samples that were subsequently analyzed for dioxin/furan congeners, as the analyses were conducted by the Port for confirmation purposes.

- Sediments within Husky Terminal were relatively sandy, with DMMU composite sample HSK-1 having 62.5 percent sand. Total organic carbon (TOC) was relatively low, measured at 0.44 percent. Total sulfides were measured at 195 mg/kg. Ammonia was relatively low and was measured at 3.98 mg/kg.
- Using EPA Method 8081, pesticides were undetected but the RL for total chlordane exceeded the DMMP SL. DMMU sample HSK-1 was subsequently reanalyzed using EPA Method 1699 and all estimated concentrations of the DMMP pesticides were measured below the DMMP SLs.
- All chemical concentrations were below SLs and BTs.

Washington United Terminal

- Surface sediments at WUT generally consisted of olive brown to very dark gray silty fine sand with scattered shell particles. Scattered fine wood or organic particles were also observed in sediments at stations W4 and W6. Sediments present in the Z-layer generally consisted of moderately consolidated medium to fine sands, except for station W6 where stiff brown clay was present.
- Sediments in WUT were comprised mostly of sand, with 78.1 percent sand measured in WUT-1 and 75.5 percent sand measured in WUT-2. TOC was low, measured at 0.24 percent in WUT-1 and 0.35 percent in WUT-2. Ammonia was also relatively low, measured at 2.66 mg/kg at WUT-1, and 4.81 mg/kg at WUT-2. Total sulfides were measured at 82.9 mg/kg at WUT-1 and 260 mg/kg at WUT-2.
- Using EPA Method 8081, pesticides were undetected but the RL for total chlordane exceeded the DMMP SL for WUT-2. DMMU sample WUT-2 was subsequently reanalyzed using EPA Method 1699 and all estimated concentrations of the DMMP pesticides were measured below the DMMP SLs.
- All chemical concentrations were below SLs and BTs except dioxin/furan was 6.8 ng/kg toxics equivalent (TEQ; U=1/2 DL) in sample WUT-1, exceeding the SL of 4 ng/kg TEQ (U=1/2 DL).

Pierce County Terminal

- Surface sediments within PCT varied by location and consisted primarily of olive brown to dark grayish brown silt and fine sand in the southern portion of the terminal (PCT-1), and olive brown to grayish brown fine sandy silt in the northern portion of the terminal (PCT-2). Sediments present in the Z-layer consisted primarily of dark grayish brown fine sand across the site, with olive brown sandy silt observed in the Z-sample at station P5.
- Sediments in PCT varied in grain size, with PCT-1 containing 65.5 percent sand and PCT-2 containing 32.2 percent sand. TOC and ammonia were relatively low for both PCT samples. However, total volatile solids (TVS) (5.59 percent) and sulfides (973 mg/kg) in PCT-2 were higher in comparison to PCT-1 (TVS of 2.28 percent and sulfides at 271 mg/kg).
- Using EPA Method 8081, pesticides were undetected but the RL for total chlordane exceeded the DMMP SL for PCT-2. Given the concentrations of dioxins/furans in PCT-2 (see below), it was decided not to reanalyze the pesticides using EPA Method 1699.
- All chemical concentrations were below SLs and BTs except dioxin/furan was 7.8 ng/kg TEQ and 21.4 ng/kg TEQ (U=1/2 DL) in samples PCT-1 and PCT-2, respectively. Both DMMUs exceeded the SL of 4 ng/kg TEQ (U=1/2 DL), while PCT-2 exceeded the BT of 10 ng/kg TEQ (U=1/2 DL) as well.

Tributyltin. TBT analysis was conducted because it is a contaminant of concern in the Blair Waterway. TBT concentrations were below the BT in all samples.

Dioxins/furans Evaluation. Dioxin/furan analysis was conducted because it is a contaminant of concern in the Blair Waterway. For non-dispersive disposal sites, DMMUs with dioxin/furan concentrations below 10 ng/kg TEQ are allowed for open-water disposal if the volume-weighted average concentration of dioxins/furans in material from the entire dredging project does not exceed the Disposal Site Management Objective of 4 ng/kg TEQ (DMMP 2018).

Dioxin/furan concentrations at PCT suggested that DMMUs PCT-1 and PCT-2 are both unsuitable for open-water without further testing. The Port decided against dredging PCT as part of the current maintenance action. Therefore, the volume-weighted average concentration of dioxins/furans for the dredging project consisting of Husky and WUT was evaluated.

The dioxin/furan volume-weighted average concentration for DMMUs HSK-1, WUT-1, and WUT-2, with a combined volume of 26,890 cy is 3.74 ng/kg TEQ (ND=1/2 DL), which is below the Disposal Site Management Objective of 4.0 ng/kg TEQ. Overall, the dioxin/furan volume-weighted average concentrations calculated for the dredging project suggested that the proposed dredged material from WUT is suitable for open-water disposal when the volume is combined with the material from Husky.

Biological Testing

The Port did not collect bioassay samples.

DMMP Determinations

Suitability Determination

Chemical concentrations from the Husky and WUT composite samples were below the DMMP marine SLs and BTs, except for dioxin/furan which was 6.8 ng/kg TEQ (U=1/2 DL) in sample WUT-1. However, the dioxin/furan volume-weighted average concentration at Husky and WUT meets the non-dispersive disposal site guidance (less than 4 ng/kg TEQ). The DMMP agencies have concluded that all of the characterized material (26,890 cy) from Husky and WUT is suitable for open-water disposal at the Commencement Bay non-dispersive disposal site, as long as they are dredged together during the same dredge event. In addition, the Port indicated that they will require the contractor to prioritize dredging WUT-1, and specifically the W3 sample location area (southern third) of WUT-1 as feasible (when the area is available), and specifically require that this area not be the last area dredged. Removal of sediment within the characterized dredging prism is authorized until the recency expiration date of October 2025 as long as there are no significant changes to the project scope or new contaminant sources identified.

Sediment from PCT has dioxin/furan concentrations that exceed DMMP guidelines and is therefore considered unsuitable for open-water disposal. The Port decided against dredging PCT as part of the current maintenance action.

Antidegradation Determination

The sediment to be exposed by dredging must either meet the State of Washington Sediment Management Standards (SMS) or the State's Antidegradation Standard (Ecology, 2013) as outlined by DMMP guidance (DMMP, 2008). The DMMP concluded that this project is in compliance with the State of Washington Antidegradation Standard based on the following:

- Concentrations of all DMMP chemicals of concern at Husky and WUT were below the DMMP SLs and BTs (except the dioxin/furan TEQ at WUT-1, which was below the BT of 10 ng/kg TEQ).

- The advisory-level characterization conducted in Blair Waterway in 2019 (DMMP, 2019) concluded that native material beneath the dredge prism (sands or clay) was clean. The core logs and photographs from this characterization confirm the presence of sands and clays in the WUT Z-layer samples.

Notes and Clarifications

The decisions documented in this memorandum do **not** constitute final agency approval of the project. During the public comment period that follows a public notice, resource agencies will provide input on the overall project. A final decision will be made after full consideration of agency input, and after an alternatives analysis is done under section 404(b)(1) of the Clean Water Act.

A pre-dredge meeting with DNR, Ecology and the Corps of Engineers is required at least 7 days prior to dredging. A dredging quality control plan must be developed and submitted to the USACE Seattle District's Regulatory Branch and Ecology. Refer to the USACE permit and Ecology 401 certification for project-specific submittal requirements and timelines.

The DMMP does not make specific beneficial use determinations. However, these data are available for the assessment of project-specific beneficial use by the project proponent, permitting agencies, local health jurisdictions and/or the owner of a receiving property.

References

DMMP, 2008. *Quality of Post-Dredge Sediment Surfaces (Updated)*. A Clarification Paper Prepared by David Fox (USACE), Erika Hoffman (EPA) and Tom Gries (Ecology) for the Dredged Material Management Program, June 2008.

DMMP, 2018. *Dredged Material Evaluation and Disposal Procedures (User Manual)*. Dredged Material Management Program, updated December 2018.

DMMP, 2019. DMMP Advisory Determination Regarding the Potential Suitability of Proposed Dredged Material from the Blair Waterway in Tacoma Harbor for Unconfined Open-Water Disposal at the Commencement Bay Disposal Site or for Beneficial Use. Prepared by the Seattle District Dredged Material Management Office for the Dredged Material Management Program, June 25, 2019.

Ecology, 2013. *Sediment Management Standards – Chapter 173-204 WAC*. Washington State Department of Ecology, February 2013.

NewFields and Leon Environmental. 2020. Blair Dredging Sediment Characterization. Husky, Washington United, and Pierce County Terminals, Tacoma, Washington. Sampling and Analysis Plan. Final. October 1, 2020. Prepared for Port of Tacoma. Prepared by NewFields, Edmonds, WA, in partnership with Leon Environmental, Seattle, WA.

NewFields and Leon Environmental. 2021. Blair Dredging Sediment Characterization. Husky, Washington United, and Pierce County Terminals, Tacoma, Washington. Data Report. Final. March 31, 2021. Prepared for Port of Tacoma. Prepared by NewFields, Edmonds, WA, in partnership with Leon Environmental, Seattle, WA.

Agency Signatures

04/16/2021
Date

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Joy Dunay – U.S. Army Corps of Engineers, Seattle District

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Date

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- John Nakayama, NewFields
- DMMO File

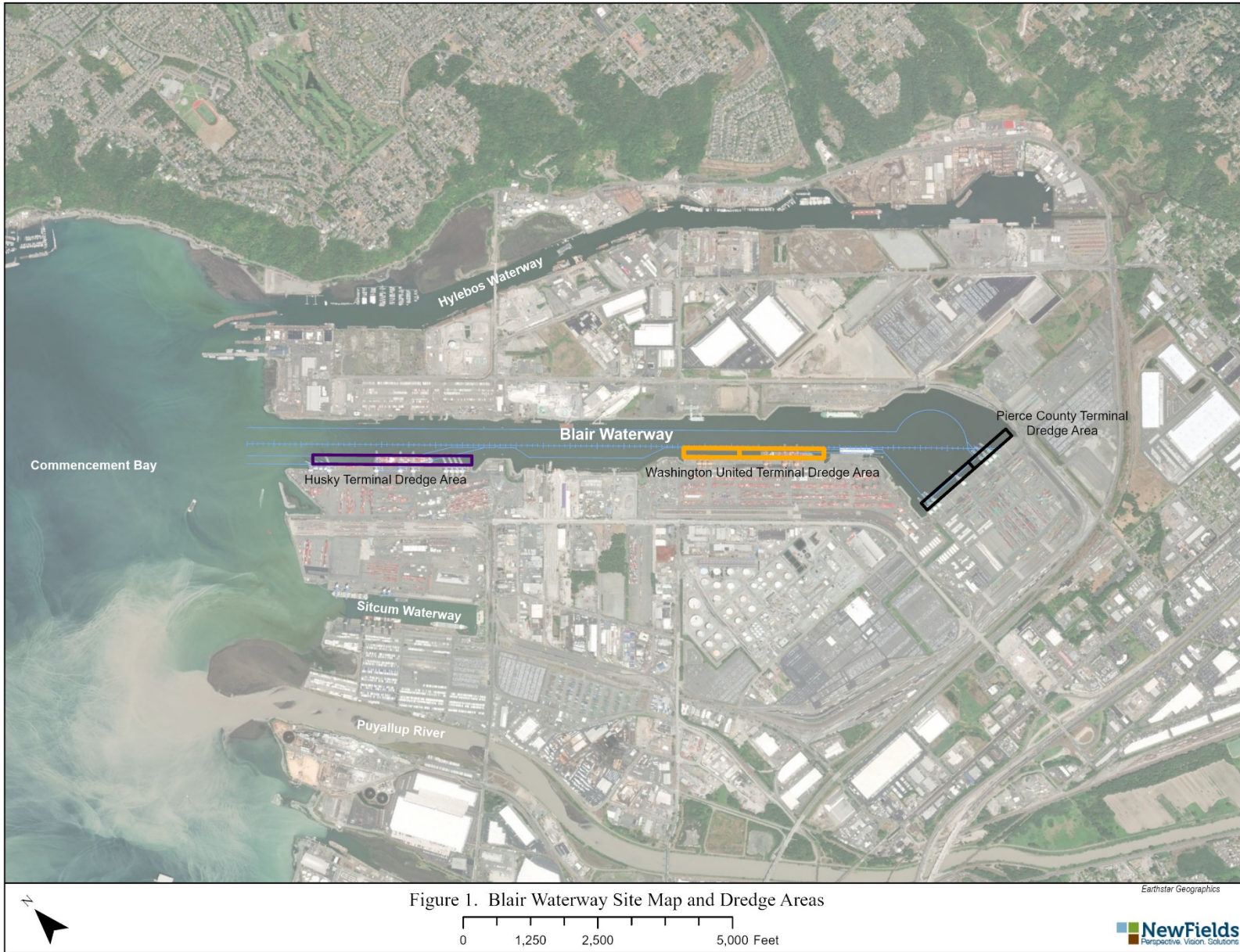
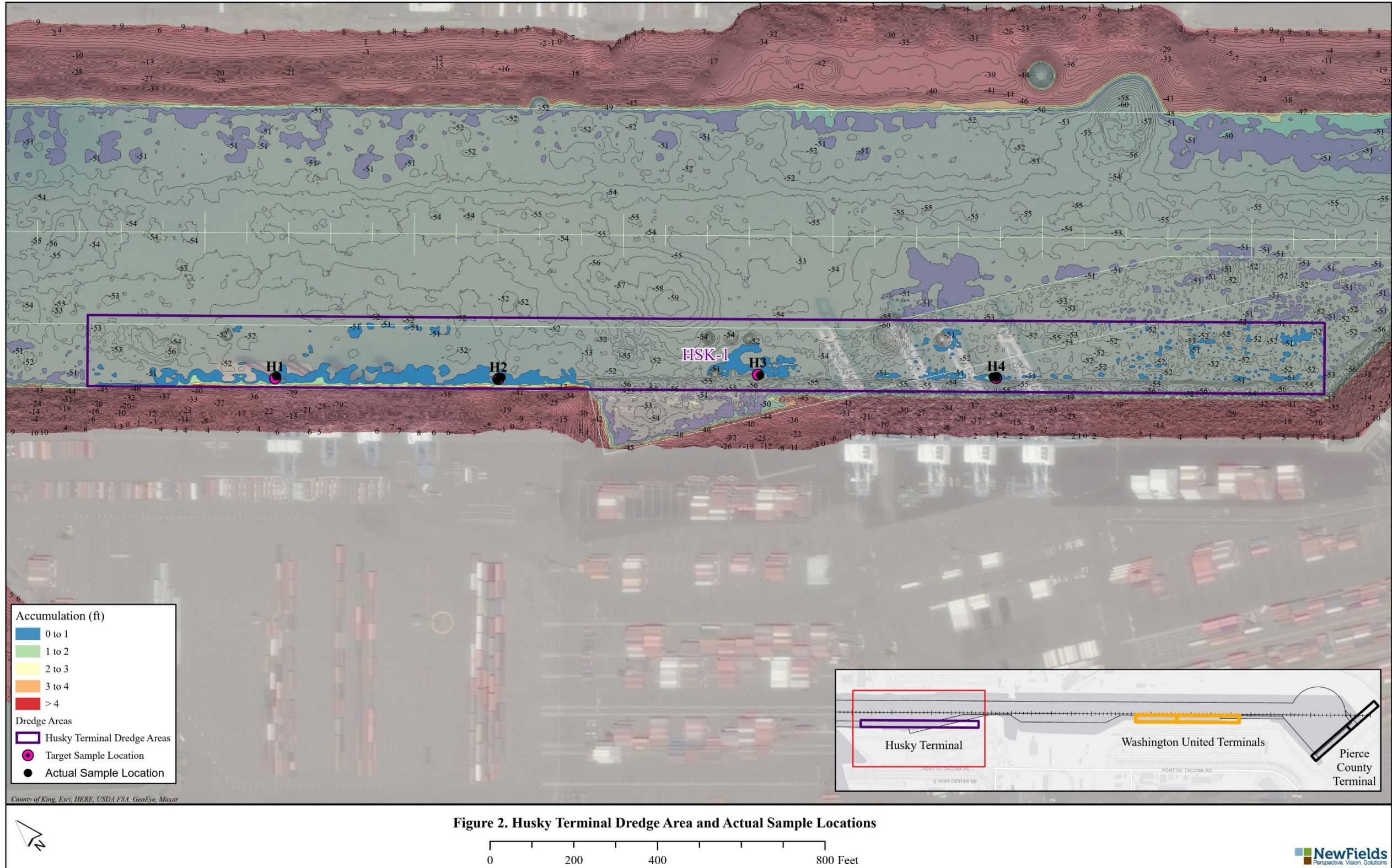


Figure 1. Blair Waterway Site Map and Dredge Areas





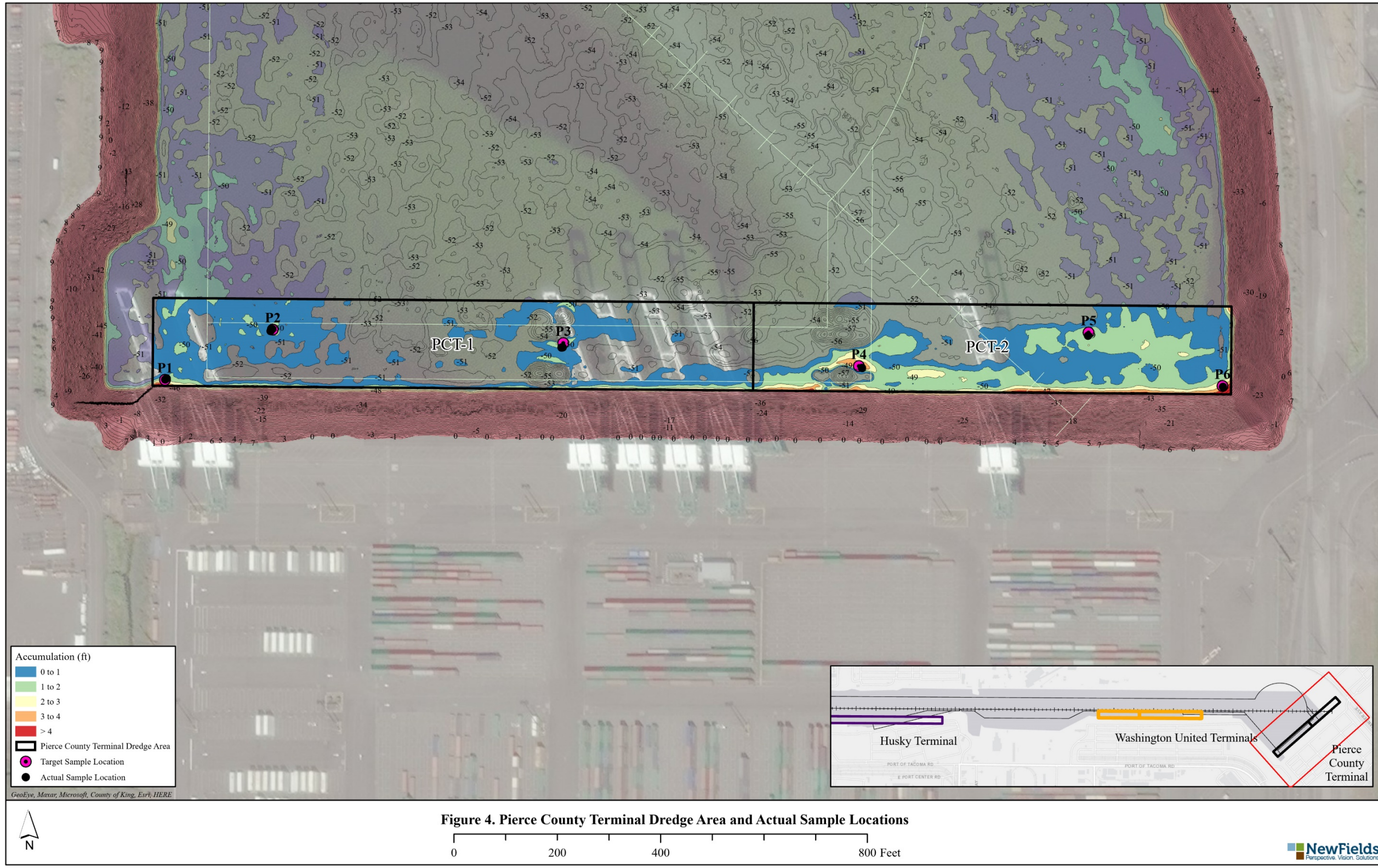


Figure 4. Pierce County Terminal Dredge Area and Actual Sample Locations

Table 1. DMMUs, Sample Locations, Actual Sampling Coordinates, Mudline, and Sample Elevations

Surface DMMU	Estimated Volume (cy)	Sample Location	Core Processed ^a	Date (mm/dd/yyyy)	Time (hh:mm)	State Plane WA-S, WGS84		Latitude (N) WGS84	Longitude (W) WGS84	Core Penetration (ft.)	Core Recovery (ft.)	Recovery (percent)	Measured Water Depth (ft.)	Tidal Height (ft.)	Mudline (ft. MLLW)	Surface DMMU (ft. MLLW)		"Pseudo" Z-sample (ft. MLLW)		Z-sample (ft. MLLW)		Z2-sample (ft. MLLW)	
						Top	Bottom									Top	Bottom	Top	Bottom	Top	Bottom		
Husky Terminal																							
HSK-1	8,080	H1	Core 2 of 2	10/05/2020	10:32	1165738.67	714282.24	47.27621350	122.41239906	3.4	3.2	94	-59.8	9.4	-50.4	-50.4	-52.0			-52.0	-53.6		
		H2	Core 1 of 3	10/05/2020	11:22	1166112.82	713911.60	47.27522249	122.41085609	2.5	2.2	88	-57.6	8.0	-49.6	-49.6	-51.8	-50.8	-51.8				
		H3	Core 1 of 1	10/05/2020	14:05	1166573.90	713486.19	47.27408712	122.40895777	3.2	3.0	94	-55.6	5.0	-50.6	-50.6	-52.0			-52.0	-53.6		
		H4	Core 3 of 3	10/05/2020	16:15	1166972.61	713099.61	47.27305401	122.40731447	2.6	2.0	77	-57.1	6.7	-50.4	-50.4	-52.0			-52.0	-52.4		
Washington United Terminal																							
WUT-1	9,233	W1	Core 3 of 3	10/07/2020	15:40	1170667.06	709747.58	47.26411054	122.39211288	5.0	8.5	>100	-56.1	6.8	-49.3	-49.3	-52.0			-52.0	-54.0	-54.0	-57.8
		W2	Core 2 of 2	10/08/2020	09:00	1170779.98	709641.49	47.26382719	122.39164798	3.8	3.1	82	-60.0	9.6	-50.4	-50.4	-52.0			-52.0	-53.5		
		W3	Core 2 of 3	10/08/2020	10:15	1171156.28	709435.24	47.26328661	122.39011296	4.5	7.3	>100	-60.1	10.6	-49.5	-49.5	-52.0			-52.0	-54.0	-54.0	-56.8
WUT-2	9,577	W4	Core 3 of 3	10/06/2020	09:30	1171537.03	708882.61	47.26179693	122.38852665	4.5	3.7	82	-59.7	10.5	-49.2	-49.2	-52.0	-51.0	-52.0	-52.0	-52.9		
		W5	Core 3 of 4	10/06/2020	11:30	1171763.39	708809.83	47.26161231	122.38760827	4.5	3.4	75	-56.1	8.6	-47.5	-47.5	-50.9	-49.9	-50.9				
		W6	Core 3 of 3	10/06/2020	14:20	1171891.73	708723.03	47.26138282	122.38708319	6.0	5.0	83	-53.7	6.0	-47.7	-47.7	-52.0	-51.0	-52.0	-52.0	-52.7		
Pierce County Terminal																							
PCT-1	7,139	P1	Core 1 of 3	10/07/2020	08:35	1173073.54	706084.71	47.25422893	122.38207150	5.5	8.0	>100	-59.4	10.1	-49.3	-49.3	-52.0			-52.0	-54.0	-54.0	57.3
		P2	Core 2 of 2	10/07/2020	10:30	1173280.74	706171.16	47.25447943	122.38124569	4.5	4.3	96	-60.0	10.4	-49.6	-49.6	-52.0			-52.0	-53.9		
		P3	Core 3 of 3	10/06/2020	17:15	1173843.31	706119.44	47.25437444	122.37897601	4.2	3.7	88	-58.0	8.2	-49.8	-49.8	-52.0			-52.0	-53.5		
PCT-2	8,412	P4	Core 1 of 1	10/07/2020	12:20	1174421.91	706059.28	47.25424731	122.37664099	8.0	8.2	>100	-55.9	8.8	-47.1	-47.1	-52.1			-52.1	-54.1	-54.1	-55.3
		P5	Core 1 of 1	10/07/2020	13:05	1174861.40	706106.05	47.25440415	122.37487624	5.0	7.7	>100	-57.2	8.0	-49.2	-49.2	-52.0			-52.0	-54.0	-54.0	-56.9
		P6	Core 1 of 1	10/07/2020	13:50	1175118.80	705997.73	47.25412402	122.37382967	7.0	9.5	>100	-54.5	7.4	-47.1	-47.1	-52.0			-52.0	-54.0	-54.0	-56.5

a. Core that was processed and the number of coring attempts.

Table 2. Summary of Samples Submitted for Chemical Analysis

Sample Delivery Group	Sample ID	Lab ID	Grain Size	Total Solids	Total Volatile Solids	Total Organic Carbon	NH3	Sulfides	Metals	PCB Aroclors	Pesticides (8081)	Pesticides (1699) ^a	Dioxins/Furans ^b	SVOC	Archive
20J0095/ 20L0034	BW20-HSK-1-C	20J0095-01/ 20L0034-01	X	X	X	X	X	X	X	X	X	X	X	X	X
20J0095	BW20-H1-S	20J0095-03													X
20J0095	BW20-H1-Z	20J0095-04													X
20J0095	BW20-H2-S	20J0095-05													X
20J0095	BW20-H2-Z	20J0095-06													X
20J0095	BW20-H3-S	20J0095-07													X
20J0095	BW20-H3-Z	20J0095-08													X
20J0095	BW20-H4-S	20J0095-09													X
20J0095	BW20-H4-Z	20J0095-10													X
20J0148	BW20-WUT-1-C	20J0148-20	X	X	X	X	X	X	X	X	X		X	X	X
20J0148/ 20L0034	BW20-W1-S	20J0148-17/ 20L0034-09											X		X
20J0148	BW20-W1-Z	20J0148-18													X
20J0148	BW20-W1-Z2	20J0148-19													X
20J0148/ 20L0034	BW20-W2-S	20J0148-24/ 20L0034-11											X		X
20J0148	BW20-W2-Z	20J0148-25													X
20J0148/ 20L0034	BW20-W3-S	20J0148-21/ 20L0034-10											X		X
20J0148	BW20-W3-Z	20J0148-22													X
20J0148	BW20-W3-Z2	20J0148-23													X
20J0095/ 20L0034	BW20-WUT-2-C	20J0095-02/ 20L0034-02	X	X	X	X	X	X	X	X	X	X	X	X	X
20J0095	BW20-W4-S	20J0095-11													X
20J0095	BW20-W4-Z	20J0095-12													X
20J0095	BW20-W4-Z2	20J0095-13													X
20J0095	BW20-W5-S	20J0095-14													X
20J0095	BW20-W5-Z	20J0095-15													X
20J0095	BW20-W6-S	20J0095-16													X
20J0095	BW20-W6-Z	20J0095-17													X
20J0095	BW20-W6-Z2	20J0095-18													X

Sample Delivery Group	Sample ID	Lab ID	Grain Size	Total Solids	Total Volatile Solids	Total Organic Carbon	NH3	Sulfides	Metals	PCB Aroclors	Pesticides (8081)	Pesticides (1699) ^a	Dioxins/Furans ^b	SVOC	Archive
20J0148	BW20-PCT-1-C	20J0148-01	X	X	X	X	X	X	X	X	X		X	X	X
20J0148/ 20L0034	BW20-P1-S	20J0148-02/ 20L0034-04											X		X
20J0148	BW20-P1-Z	20J0148-03													X
20J0148	BW20-P1-Z2	20J0148-04													X
20J0148/ 20L0034	BW20-P2-S	20J0148-05/ 20L0034-04											X		X
20J0148	BW20-P2-Z	20J0148-06													X
20J0095/ 20L0034	BW20-P3-S	20J0095-19/ 20L0034-03											X		X
20J0095	BW20-P3-Z	20J0095-20													X
20J0148	BW20-PCT-2-C	20J0148-07	X	X	X	X	X	X	X	X	X		X	X	X
20J0148/ 20L0034	BW20-P4-S	20J0148-11/ 20L0034-07											X		X
20J0148	BW20-P4-Z	20J0148-12													X
20J0148	BW20-P4-Z2	20J0148-13													X
20J0148/ 20L0034	BW20-P5-S	20J0148-08/ 20L0034-06											X		X
20J0148	BW20-P5-Z	20J0148-09													X
20J0148/ 20L0034	BW20-P6-S	20J0148-14/ 20L0034-08											X		X
20J0148	BW20-P6-Z	20J0148-15													X
20J0148	BW20-P6-Z2	20J0148-16													X

Notes:

NH3 = ammonia

PCB = polychlorinated biphenyls

SVOC = semivolatile organic compounds

- a. Due to elevated RLs for total chlordane, high resolution analysis (EPA Method 1699) for organochlorine pesticides was subsequently conducted for DMMU samples HSK-1 and WUT-2.
- b. Upon receipt of dioxin/furan results for the DMMU composite samples, individual core samples from DMMUs WUT-1, PCT-1, and PCT-2 were subsequently analyzed for dioxins/furans (samples W1, W2, W3, P1, P2, P3, P4, P5, and P6).

Table 3. Sediment Characterization DMMU Chemistry Results

Compound	Units	DMMP			BW20-HSK-1-C		BW20-WUT-1-C		BW20-WUT-2-C		BW20-PCT-1-C		BW20-PCT-2-C	
		SL	BT	ML	Results	VQ	Results	VQ	Results	VQ	Results	VQ	Results	VQ
Conventionals														
Total Solids	%	---	---	---	76.47		76.66		77.29		75.48		69.02	
Total Volatile Solids	%	---	---	---	1.92		1.64		2.29		2.28		5.59	
Total Organic Carbon	%	---	---	---	0.44		0.24		0.35		0.41		0.75	
Total Sulfides	mg/kg	---	---	---	195		82.9		260		271		973	
Ammonia	mg/Kg	---	---	---	3.98		2.66		4.81		11.2		27.2	
Gravel	%	---	---	---	1.0		2.9		2.4		0.6		2.1	
Sand	%	---	---	---	62.5		78.1		75.5		65.5		32.2	
Silt	%	---	---	---	27.1		13.8		16.1		25.2		53.2	
Clay	%	---	---	---	9.4		5.1		6.0		8.6		12.3	
Grain Size (Fines)	%	---	---	---	36.5		18.9		22.1		33.8		65.5	
Metals and Metalloid														
Antimony	mg/kg	150	---	200	0.08	J	0.24	UJ	0.24	UJ	0.26	UJ	0.13	J
Arsenic	mg/kg	57	507.1	700	4.59	J	4.93	J	4.56	J	4.86	J	10.7	J
Cadmium	mg/kg	5.1	---	14	0.04	J	0.12	U	0.05	J	0.05	J	0.08	J
Chromium	mg/kg	260	---	---	10.4		10.3		10.5		12		15.2	
Copper	mg/kg	390	---	1,300	22.5		17.6		18.6		24.2		32.1	
Lead	mg/kg	450	975	1,200	7.84	J	3.86	J	3.51	J	5.03	J	7.48	J
Mercury	mg/kg	0.41	1.5	2.3	0.0248	J	0.0097	J	0.0118	J	0.0164	J	0.0293	
Selenium	mg/kg	---	3	---	0.7		0.68		0.74		0.76		0.78	
Silver	mg/kg	6.1	---	8.4	0.09	J	0.07	J	0.07	J	0.1	J	0.11	J
Zinc	mg/kg	410	---	3,800	48.0	J	28.0	J	59.3	J	34.7	J	44.1	J
Butyltins														
Tributyltin ion	ug/kg	---	73	---	1.36	J	3.67	J	3.35	J	11.9		3.84	U
Organics														
PAHs														
Naphthalene	ug/kg	2,100	---	2,400	10.3	J	6.3	J	7.5	J	6	J	6.2	J
Acenaphthylene	ug/kg	560	---	1,300	19.9	U	19.9	U	19.9	U	19.9	U	19.9	U
Acenaphthene	ug/kg	500	---	2,000	19.9	U	19.9	U	19.9	U	19.9	U	19.9	U
Fluorene	ug/kg	540	---	3,600	9.4	J	19.9	U	7.4	J	5.9	J	6.2	J
Phenanthrene	ug/kg	1,500	---	21,000	24.4		15.6	J	24.1		16.7	J	23.9	
Anthracene	ug/kg	960	---	13,000	10.7	J	19.9	U	8.6	J	6.4	J	8.1	J

Compound	Units	DMMP			BW20-HSK-1-C		BW20-WUT-1-C		BW20-WUT-2-C		BW20-PCT-1-C		BW20-PCT-2-C	
		SL	BT	ML	Results	VQ	Results	VQ	Results	VQ	Results	VQ	Results	VQ
2-Methylnaphthalene	ug/kg	670	---	1,900	12.1	J	6.3	J	24.4		6	J	7.4	J
Total LPAH	ug/kg	5,200	---	29,000	66.9	J	28.2	J	72	J	41	J	51.8	J
Fluoranthene	ug/kg	1,700	4,600	30,000	33.4		17	J	18.7	J	24.6		42.5	
Pyrene	ug/kg	2,600	11,980	16,000	57.7		32.8		32.5		59.8		98.4	
Benzo(a)anthracene	ug/kg	1,300	---	5,100	24.9		9.9	J	13.5	J	15.4	J	20.6	
Chrysene	ug/kg	1,400	---	21,000	30.1		14.9	J	22.4		22.2		48.8	
Benzofluoranthenes	ug/kg	3,200	---	9,900	66		39.6	J	36	J	75.2		98	
Benzo(a)pyrene	ug/kg	1,600	---	3,600	27.3		13.8	J	13.8	J	25.4		28.9	
Indeno(1,2,3-c,d)pyrene	ug/kg	600	---	4,400	17.2	J	11.5	J	11	J	22.9		27.6	
Dibenzo(a,h)anthracene	ug/kg	230	---	1,900	19.9	U	19.9	U	19.9	U	7.1	J	8.7	J
Benzo(g,h,i)perylene	ug/kg	670	---	3,200	19	J	13.8	J	13.7	J	29.1		39.2	
Total HPAH	ug/kg	12,000	---	69,000	275.6	J	153.3	J	161.6	J	281.7	J	412.7	J
Chlorinated Hydrocarbons														
1,4-Dichlorobenzene	ug/kg	110	---	120	0.9	J	1	J	0.7	J	1.7	J	1	J
1,2-Dichlorobenzene	ug/kg	35	---	110	5	U	5	U	5	U	1.1	J	5	U
1,2,4-Trichlorobenzene	ug/kg	31	---	64	19.9	U	19.9	U	19.9	U	19.9	U	19.9	U
Hexachlorobenzene	ug/kg	22	168	230	5	U	5	U	5	U	5	U	5	U
Phthalates														
Dimethyl phthalate	ug/kg	71	---	1,400	19.9	U	19.9	U	19.9	U	19.9	U	19.9	U
Diethyl phthalate	ug/kg	200	---	1,200	19.9	U	19.9	U	19.9	U	19.9	U	19.9	U
Di-n-butyl phthalate	ug/kg	1,400	---	5,100	19.9	U	19.9	U	19.9	U	19.9	U	19.9	U
Butyl benzyl phthalate	ug/kg	63	---	970	19.9	U	19.9	U	19.9	U	19.9	U	8.2	J
Bis(2-ethylhexyl)phthalate	ug/kg	1,300	---	8,300	49.8	U	36.7	J	49.8	U	34.6	J	67.5	
Di-n-octyl phthalate	ug/kg	6,200	---	6,200	19.9	U	19.9	U	19.9	U	19.9	U	19.9	U
Phenols														
Phenol	ug/kg	420	---	1,200	10.2	J	19.9	U	19.9	U	9.4	J	9.7	J
2-Methylphenol	ug/kg	63	---	77	19.9	U	19.9	U	19.9	U	19.9	U	19.9	U
4-Methylphenol	ug/kg	670	---	3,600	19.9	U	19.9	U	19.9	U	19.9	U	19.9	U
2,4-Dimethylphenol	ug/kg	29	---	210	19.9	U	19.9	U	19.9	U	19.9	U	2.2	J
Pentachlorophenol	ug/kg	400	504	690	99.6	U	99.5	U	99.7	U	99.6	U	99.7	U
Miscellaneous Extractables														
Benzyl alcohol	ug/kg	57	---	870	19.9	U	19.9	U	19.9	U	19.9	U	19.9	U
Benzoic acid	ug/kg	650	---	760	199	UJ	199	UJ	199	UJ	199	UJ	199	UJ

Compound	Units	DMMP			BW20-HSK-1-C		BW20-WUT-1-C		BW20-WUT-2-C		BW20-PCT-1-C		BW20-PCT-2-C	
		SL	BT	ML	Results	VQ	Results	VQ	Results	VQ	Results	VQ	Results	VQ
Dibenzofuran	ug/kg	540	---	1,700	7.2	J	19.9	U	9.3	J	19.9	U	4.6	J
Hexachlorobutadiene	ug/kg	11	---	270	5	U	5	U	5	U	0.8	J	5	U
N-Nitrosodiphenylamine	ug/kg	28	---	130	19.9	U	19.9	U	19.9	U	19.9	U	19.9	U
Pesticides and PCBs					<i>Method 1699</i>				<i>Method 1699</i>					
4,4'-DDD	ug/kg	16	---	---	0.0774		0.97	U	0.0668		0.98	U	0.99	U
4,4'-DDE	ug/kg	9	---	---	0.0748		0.97	U	0.0685		0.98	U	0.99	U
4,4'-DDT	ug/kg	12	---	---	0.0215	U	0.97	U	0.169		0.98	U	0.99	U
Total 4,4'-DDX	ug/kg	---	50	69	0.1522		0.97	U	0.3043	U	0.98	U	0.99	U
Aldrin	ug/kg	9.5	---	---	0.110	UJ	0.49	U	0.104		0.49	U	1.98	U
Total Chlordane	ug/kg	2.8	37	---	0.0242	J	0.97	U	0.0166	J	1.97	U	2.98	U
Dieldrin	ug/kg	1.9	---	1,700	0.0144	UJ	0.97	U	0.0145	UJ	0.98	U	0.99	U
Heptachlor	ug/kg	1.5	---	270	0.0022	U	0.49	U	0.0033	U	0.49	U	0.5	U
Total PCBs	ug/kg	130	38*	3,100	1.9	J	6.7	J	3.5	J	8.0	J	13.6	J
Dioxins/Furans														
2,3,7,8-TCDF	ng/kg	---	---	---	0.127	UJ	12.1		1.07	UJ	3.73		32.5	
2,3,7,8-TCDD	ng/kg	---	---	---	0.110	U	0.096	U	0.086	U	0.114	U	0.148	U
1,2,3,7,8-PeCDF	ng/kg	---	---	---	0.585	UJ	13.0		1.37	UJ	8.27		35.8	
2,3,4,7,8-PeCDF	ng/kg	---	---	---	0.398	J	6.94		0.748	UJ	3.30		13.0	
1,2,3,7,8-PeCDD	ng/kg	---	---	---	0.393	J	0.412	J	0.511	U	0.977	J	1.29	
1,2,3,4,7,8-HxCDF	ng/kg	---	---	---	1.19	J	8.59	J	2.97	J	17.9	J	58.5	J
1,2,3,6,7,8-HxCDF	ng/kg	---	---	---	0.433	J	2.25	J	1.00		4.03		16.1	
2,3,4,6,7,8-HxCDF	ng/kg	---	---	---	0.487	U	1.31		0.492	J	1.77		4.91	
1,2,3,7,8,9-HxCDF	ng/kg	---	---	---	0.378	U	2.07	J	0.749	J	2.73		7.51	
1,2,3,4,7,8-HxCDD	ng/kg	---	---	---	0.381	U	0.408	U	0.628	J	1.04		1.30	U
1,2,3,6,7,8-HxCDD	ng/kg	---	---	---	1.34		1.89		2.69		4.45		6.97	
1,2,3,7,8,9-HxCDD	ng/kg	---	---	---	0.843	J	1.08		1.20		2.35		2.91	
1,2,3,4,6,7,8-HpCDF	ng/kg	---	---	---	7.16		10.8		11.3		19.9		41.8	
1,2,3,4,7,8,9-HpCDF	ng/kg	---	---	---	0.521	U	1.06		1.21		3.39		9.34	
1,2,3,4,6,7,8-HpCDD	ng/kg	---	---	---	40.3		53.1		74.0		115		124	
OCDF	ng/kg	---	---	---	28.5		31.5		39.2		45.5		92.1	
OCDD	ng/kg	---	---	---	369		786		840		1110		989	
Total TEQ (ND = 0)	ng/kg	4	10	---	1.49		6.71		2.10		7.74		21.28	
Total TEQ (ND = 1/2 DL)	ng/kg	4	10	---	1.62		6.80		2.59		7.80		21.42	

Compound	Units	DMMP			BW20-HSK-1-C		BW20-WUT-1-C		BW20-WUT-2-C		BW20-PCT-1-C		BW20-PCT-2-C	
		SL	BT	ML	Results	VQ	Results	VQ	Results	VQ	Results	VQ	Results	VQ
Total TCDF	ng/kg	---	---	---	2.80		24.8		0.947		7.02		77.3	
Total TCDD	ng/kg	---	---	---	1.88		0.311		6.62		3.29		5.77	
Total PeCDF	ng/kg	---	---	---	3.62		39.0		7.03		25.4		94.3	
Total PeCDD	ng/kg	---	---	---	3.12		1.51		2.01		7.00		4.36	
Total HxCDF	ng/kg	---	---	---	8.92		27.4		19.9		50.7		133	
Total HxCDD	ng/kg	---	---	---	9.00		13.0		21.7		39.3		49.1	
Total HpCDF	ng/kg	---	---	---	7.26		35.1		40.1		58.3		109	
Total HpCDD	ng/kg	---	---	---	101		112		158		279		276	

Exceeds SL	Exceeds BT	Exceeds ML
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Validation Qualifiers (VQ):

- J The analyte was positively identified; the associated numerical value is the approximate concentration of the analyte in the sample
- U The analyte was analyzed for but was not detected above the reported sample quantitation limit.
- UJ The analyte was not detected above the reported sample quantitation limit. However, the reported quantitation limit is approximate and may or may not represent the actual limit of quantitation necessary to accurately and precisely measure the analyte in the sample.

Table 4. Dioxin/Furan Congener Results for Individual Core Samples

Compound	Units	DMMP			BW20-W1-S			BW20-W2-S			BW20-W3-S			BW20-P1-S			BW20-P2-S		
		SL	BT	ML	Results	Q	VQ	Results	Q	VQ	Results	Q	VQ	Results	Q	VQ	Results	Q	VQ
<i>Dioxins/Furans</i>																			
2,3,7,8-TCDF	ng/kg	---	---	---	0.403	J		0.457	UJ		0.889	J		3.21			9.94		
2,3,7,8-TCDD	ng/kg	---	---	---	0.078	U		0.102	U		0.193	UJ		0.129	U		0.302	UJ	
1,2,3,7,8-PeCDF	ng/kg	---	---	---	0.542	UJ		0.572	UJ		1.04			7.61			15.4		
2,3,4,7,8-PeCDF	ng/kg	---	---	---	0.340	UJ		0.223	U		0.689	UJ		2.44			6.83		
1,2,3,7,8-PeCDD	ng/kg	---	---	---	0.363	J		0.422	UJ		0.718	J		0.952	J		1.63		
1,2,3,4,7,8-HxCDF	ng/kg	---	---	---	1.31	U		0.984	J		4.97			18.9			31.3		
1,2,3,6,7,8-HxCDF	ng/kg	---	---	---	0.447	UJ		0.338	UJ		1.54	U		5.82			9.57		
2,3,4,6,7,8-HxCDF	ng/kg	---	---	---	0.630	UJ		0.380	UJ		1.42	U		1.90			3.50		
1,2,3,7,8,9-HxCDF	ng/kg	---	---	---	0.297	J		0.359	J		1.85			2.48			5.21		
1,2,3,4,7,8-HxCDD	ng/kg	---	---	---	0.411	UJ		0.366	UJ		0.742	UJ		1.10	U		2.13		
1,2,3,6,7,8-HxCDD	ng/kg	---	---	---	1.82			1.54			5.94			4.66			10.1		
1,2,3,7,8,9-HxCDD	ng/kg	---	---	---	1.08	U		0.767	UJ		2.06			2.42			4.94		
1,2,3,4,6,7,8-HpCDF	ng/kg	---	---	---	7.87			7.56			28.3			22.5			41.9		
1,2,3,4,7,8,9-HpCDF	ng/kg	---	---	---	0.596	UJ		0.691	J		2.62			4.10			7.46		
1,2,3,4,6,7,8-HpCDD	ng/kg	---	---	---	45.6			40.8			152			104			234		
OCDF	ng/kg	---	---	---	26.4			21.8			39.4			58.4			102		
OCDD	ng/kg	---	---	---	540			422			1410			1070			2140		
Total TEQ (ND = 0)	ng/kg	4	10	---	1.32			0.91			4.58			7.50			15.32		
Total TEQ (ND = 1/2 DL)	ng/kg	4	10	---	1.61			1.33			4.97			7.62			15.47		
Total TCDF	ng/kg	---	---	---	0.785			0.160			4.12			7.85			27.9		
Total TCDD	ng/kg	---	---	---	0.374			1.27			2.97			2.82			4.20		
Total PeCDF	ng/kg	---	---	---	1.70			3.01			5.52			18.0			53.6		
Total PeCDD	ng/kg	---	---	---	0.814			1.18			3.31			2.97			4.06		
Total HxCDF	ng/kg	---	---	---	10.3			9.46			53.5			50.3			96.0		
Total HxCDD	ng/kg	---	---	---	9.95			11.8			30.4			33.8			83.8		
Total HpCDF	ng/kg	---	---	---	29.8			25.8			105			67.6			122		
Total HpCDD	ng/kg	---	---	---	97.9			91.6			295			263			648		

Exceeds SL	Exceeds BT	Exceeds ML
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Compound	Units	DMMP			BW20-P3-S			BW20-P4-S			BW20-P5-S			BW20-P6-S		
		SL	BT	ML	Results	Q	VQ	Results	Q	VQ	Results	Q	VQ	Results	Q	VQ
Dioxins/Furans																
2,3,7,8-TCDF	ng/kg	---	---	---	2.06			16.2			15.6			20.5		
2,3,7,8-TCDD	ng/kg	---	---	---	0.092	U		0.237	UJ		0.194	UJ		0.182	UJ	
1,2,3,7,8-PeCDF	ng/kg	---	---	---	3.72			24.3			24.2			39.6		
2,3,4,7,8-PeCDF	ng/kg	---	---	---	1.54			9.94			10.1			13.2		
1,2,3,7,8-PeCDD	ng/kg	---	---	---	0.663	UJ		2.41			0.735	J		0.727	J	
1,2,3,4,7,8-HxCDF	ng/kg	---	---	---	6.75			45.3			40.7			61.3		
1,2,3,6,7,8-HxCDF	ng/kg	---	---	---	2.02			12.7			11.8			16.9		
2,3,4,6,7,8-HxCDF	ng/kg	---	---	---	0.928	J		5.95			3.49			4.69		
1,2,3,7,8,9-HxCDF	ng/kg	---	---	---	1.16			7.33			6.13			8.15		
1,2,3,4,7,8-HxCDD	ng/kg	---	---	---	0.599	J		2.19			0.698	J		0.868	J	
1,2,3,6,7,8-HxCDD	ng/kg	---	---	---	3.15			17.5			3.57			3.44		
1,2,3,7,8,9-HxCDD	ng/kg	---	---	---	1.60			6.13			1.74			1.99		
1,2,3,4,6,7,8-HpCDF	ng/kg	---	---	---	10.4			54.2			30.0			35.0		
1,2,3,4,7,8,9-HpCDF	ng/kg	---	---	---	1.92			9.99			9.21			11.1		
1,2,3,4,6,7,8-HpCDD	ng/kg	---	---	---	62.6			211			79.9			68.7		
OCDF	ng/kg	---	---	---	24.7			100			81.5			86.4		
OCDD	ng/kg	---	---	---	628			1510			807			616		
Total TEQ (ND = 0)	ng/kg	4	10	---	3.35			20.69			14.32			19.02		
Total TEQ (ND = 1/2 DL)	ng/kg	4	10	---	3.72			20.80			14.42			19.11		
Total TCDF	ng/kg	---	---	---	4.72			46.0			40.2			48.1		
Total TCDD	ng/kg	---	---	---	1.76			4.09			2.09			0.431		
Total PeCDF	ng/kg	---	---	---	11.9			76.7			62.9			90.7		
Total PeCDD	ng/kg	---	---	---	1.82			7.65			3.87			1.81		
Total HxCDF	ng/kg	---	---	---	19.9			148			89.1			118		
Total HxCDD	ng/kg	---	---	---	24.0			98.6			24.6			24.7		
Total HpCDF	ng/kg	---	---	---	31.3			134			80.0			87.3		
Total HpCDD	ng/kg	---	---	---	166			443			194			140		
		Exceeds SL	Exceeds BT	Exceeds ML												

Qualifiers: J = Estimated concentration value detected below the reporting limit U = The analyte was analyzed for, but was not detected (“non-detect”) at or above the MRL/MDL
UJ = Analyte not detected above the MRL; however the limit is approximate and may not represent the actual limit to accurately and precisely measure the analyte.

APPENDIX F
UNITED STATES ARMY CORP
OF ENGINEERS
NWS-2020-1017-WRD

APPENDIX G
DEPARTMENT OF ECOLOGY
WATER QUALITY
CERTIFICATION
20113



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

June 1, 2021

Port of Tacoma
ATTN: Mark Rettmann
P.O. Box 1837
Tacoma, WA 98401-1837

RE: Water Quality Certification Order No. **20113** for Corps Reference No. **NWS-2020-1017-WRD**, Port of Tacoma, Blair Waterway Berth Maintenance Dredging, Washington United Terminal and Husky Terminal, Pierce County, Washington

Dear Mark Rettmann:

On February 23, 2021, the Port of Tacoma submitted a request for a Section 401 Water Quality Certification (WQC) under the federal Clean Water Act for the Blair Waterway Berth Maintenance Dredging, Washington United Terminal and Husky Terminal, Pierce County, Washington. The Department of Ecology considered the request valid on February 24, 2021.

On behalf of the state of Washington, the Department of Ecology certifies that the work described in the Section 401 Request and supporting documents complies with applicable provisions of Sections 301, 302, 303, 306, and 307 of the Clean Water Act, as amended, and applicable state laws. This WQC is subject to the conditions contained in the enclosed Order.

Please ensure that anyone doing work under this Order has read, is familiar with, and is able to follow all of the provisions within the attached Order.

If you have any questions about this decision, please contact Laura Inouye at (360) 515-8213. The enclosed Order may be appealed by following the procedures described within the Order.

Sincerely,

Brenden McFarland, Section Manager
Environmental Review and Transportation Section
Shorelands and Environmental Assistance Program

Enclosure

e-cc: Jacalen Printz, Corps of Engineers
Loree' Randall, Ecology, HQ SEA
ECY RE FEDPERMITS

IN THE MATTER OF GRANTING A)	ORDER # 20113
WATER QUALITY)	Corps Reference No. NWS-2020-1017-WRD
CERTIFICATION TO)	Port of Tacoma, Blair Waterway Berth
Port of Tacoma)	Maintenance Dredging, Washington United
pursuant to 33 U.S.C. 1341 (FWPCA)	Terminal and Husky Terminal, located in Pierce
§ 401), RCW 90.48.120, RCW 90.48.260)	County, Washington.
and Chapter 173-201A WAC)	

Port of Tacoma
ATTN: Mark Rettmann
PO Box 1837
Tacoma, WA 98401-1837

On September 15, 2020, Port of Tacoma submitted a pre-filing meeting request to the Department of Ecology (Ecology). The Port of Tacoma then on February 23, 2021, submitted a request for a Section 401 Water Quality Certification (WQC) under the federal Clean Water Act for the Blair Waterway Berth Maintenance Dredging, Pierce County, Washington. On February 24, 2021, the Port submitted additional information and Ecology considered the request valid on this date. The U.S. Army Corps of Engineers (Corps) issued a joint public notice with Ecology on March 16, 2021.

The proposed project entails dredging of an estimated 26,890 cy of sediment mounds (high spots) and shallower berth elevations to restore the authorized depths (-51 ft. MLLW plus 1 ft. incidental overdredge). This includes 8,080 cy from Husky Terminal, and 18,810 cy from Washington United Terminal. Material deemed suitable by the Dredge Material Management Program (DMMP) will be disposed of at the Commencement Bay open-water dredge material disposal site. Unsuitable material will be disposed of at a permitted upland location.

The project is located within the Blair Waterway in section SW35, Township 21, range 03, in WRIA No. 10 (Puyallup-White).

AUTHORITIES

In exercising authority under 33 U.S.C. § 1341, RCW 90.48.120, and RCW 90.48.260, Ecology has reviewed this WQC request pursuant to the following:

1. Conformance with applicable water quality-based, technology-based, and toxic or pretreatment effluent limitations as provided under 33 U.S.C. §§1311, 1312, 1313, 1316, and 1317;
2. Conformance with the state water quality standards contained in Chapter 173-201A WAC and authorized by 33 U.S.C. §1313 and by Chapter 90.48 RCW, and with other applicable state laws;

3. Conformance with the provision of using all known, available, and reasonable methods to prevent and control pollution of state waters as required by RCW 90.48.010; and,
4. Conformance with Washington’s prohibition on discharges that cause or tend to cause pollution of waters of the state of Washington. RCW 90.48.080.

With this Water Quality Certification (WQC) Order, Ecology is granting with conditions, the Port of Tacoma’s request for a Section 401 Water Quality Certification for the Blair Waterway Berth Maintenance Dredging project. Ecology has determined that the proposed discharges will comply with all applicable state water quality requirements, provided the project is conducted in accordance with the Section 401 Water Quality Certification Request Ecology received on February 23, 2021, and the supporting documentation referenced in the Table 1 below, **and the conditions of this Order.**

Table #1 – Supporting Documentation Received

Date Received	Document Type	Title & Date	Author
February 23, 2021	Joint Aquatic Resource Permit Application (JARPA)	<i>Washington State Joint Aquatic Resources Permit Application (JARPA) Form, February 22, 2021</i>	Port of Tacoma
March 8, 2021	SEPA DNS	<i>Determination of Nonsignificance WAC 197-11-970, signed March 5, 2021</i>	Port of Tacoma
February 22, 2021	Biological Evaluation	<i>Biological Evaluation, Blair Waterway Berth Maintenance Dredge, Washington United Terminal and Husky Terminal, Port of Tacoma, dated October 2020, revised February 2021</i>	Leon Environmental, LCC
February 24, 2021, March 16 and 18, 2021 (drafts), March 23, 2021 (final)	Water Quality Monitoring Plan	<i>Final Water Quality and Protection Plan, Blair Waterway Berth Maintenance Dredge, Washington United Terminal and Husky Terminal, dated March 22, 2021</i>	Port of Tacoma
April 16, 2021	Suitability Determination	<i>Suitability Determination and Antidegradation Assessment for Maintenance Dredging of the Port of Tacoma Blair Waterway Berth Areas in Tacoma, Washington (NWS-2020-1017-WRD), dated April 16, 2021</i>	DMMP

Issuance of this Section 401 Water Quality Certification for this proposal does not authorize the Port of Tacoma to exceed applicable state water quality standards (Chapter 173-201A WAC), ground water quality standards (Chapter 173-200 WAC) or sediment quality standards (Chapter 173-204 WAC). Furthermore, nothing in this Section 401 Water Quality Certification absolves the Port of Tacoma from liability for contamination and any subsequent cleanup of surface waters, ground waters, or sediments resulting from project construction or operations.

A. General Conditions

Clean Water Act (CWA) Section 401 certification is granted with conditions to the Port of Tacoma. Ecology has determined that any discharge from the proposed project will comply with water quality requirements, as defined by 40 CFR 121.1(n), subject to the following conditions pursuant to Section 33 USC §1341(d). Additionally, the following conditions shall be incorporated into the Corps permit and strictly adhered to by the Port of Tacoma. This WQC Order does not authorize direct, indirect, permanent, or temporary impacts to waters of the state or related aquatic resources, except as specifically provided for in conditions of this WQC Order.

Specific condition justifications and citations required by 40 CFR 121.7(d)(1) are provided below each condition in *italic text*.

1. In this WQC Order, the term “Project Proponent” shall mean the Port of Tacoma and its agents, assignees, and contractors.
 - *Justification – Ecology needs to identify that conditions of this WQC Order apply to anyone conducting work on behalf of the Project Proponent to ensure compliance with the water quality standards and other applicable state laws.*
 - *Citation – 40 CFR 121.1(j), Chapter 90.48 RCW, Chapter 90.48.080 RCW, Chapter 90.48.120 RCW, Chapter 90.48.260 RCW, Chapter 173-200 WAC, Chapter 173-201A WAC, and Chapter 173-225-010 WAC.*
2. All submittals required by this WQC Order shall be sent to Ecology Headquarters Office, Attn: Federal Permit Manager, via e-mail to fednotification@ecy.wa.gov and cc to laura.inouye@ecy.wa.gov. The submittals shall be identified with Order #20113 and include the Project Proponent’s name, Corps reference number, project name, project contact, and the contact phone number.
 - *Justification – Ecology needs to identify where information and submittals are to be submitted to be in compliance with the requirements of this WQC Order.*
 - *Citation – 40 CFR 121, Chapter 90.48 RCW, Chapter 90.48.120 RCW, Chapter 90.48.260 RCW, Chapter 173-201A WAC, and Chapter 173-225-010 WAC.*
3. Work authorized by this WQC Order is limited to the work described in the WQC Request package received by Ecology on February 23, 2021, and the supporting documentation identified in Table 1 above.
 - *Justification – Ecology has the authority to prevent and control pollution of state waters. By authorizing a discharge into a water of the state, through a WQC,*

Ecology is certifying the project as proposed will not negatively impact our state's water quality. Therefore, it is imperative the project is conducted as it was presented during the review process. Any deviations from information within the WQC Request package and this WQC Order must be disclosed prior to the initiation of the planned work.

- *Citation –40 CFR 121, Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.120 RCW, Chapter 90.48.260 RCW, Chapter 173-200 WAC, Chapter 173-201A WAC, Chapter 173-204 WAC, and Chapter 173-225-010 WAC.*
4. The Project Proponent shall send (per condition A.2 above) a copy of the final Corps permit to Ecology's Federal Permit Manager within two weeks of receiving it.
 - *Justification - This condition is needed to verify that the Corps completed the permit process and an authorization has been issued. Additionally, it allows Ecology to ensure that all of the conditions of this WQC Order have be incorporated into the Corps Permit to protect water quality.*
 - *Citation – 40 CFR 121.10, Chapter 90.48 RCW, Chapter 90.48.260 and Chapter 173-201A.*
 5. The Project Proponent shall keep copies of this WQC Order on the job site and readily available for reference by Ecology personnel, the construction superintendent, construction managers and lead workers, and state and local government inspectors.
 - *Justification – All parties (including on-site contractors) must be aware of and comply with the WQC Order for the protection of water quality.*
 - *Citation – 40 CFR 121.3, Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 173-201A WAC, and Chapter 173-225-010 WAC.*
 6. The Project Proponent shall provide access to the project site and all mitigation sites upon request by Ecology personnel for site inspections, monitoring, and/or necessary data collection, to ensure that conditions of this Order are being met.
 - *Justification - Ecology must be able to investigate and inspect construction sites and facilities for compliance with all state rules and laws.*
 - *Citation - Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.090 RCW, Chapter 173-201A WAC, and Chapter 173-225-010 WAC.48*
 7. The Project Proponent shall ensure that all project engineers, contractors, and other workers at the project site with authority to direct work have read and understand relevant conditions of this Order and all permits, approvals, and documents referenced in this Order. The Project Proponent shall provide Ecology a signed statement (see Attachment A for an example) from each signatory that s/he has read and understands the conditions of this Order and the above-referenced permits, plans, documents and approvals. These statements shall be provided to Ecology before construction begins.
 - *Justification - Ecology needs to ensure that anyone conducting work at the project, on behalf of the Project Proponent, are aware of and understand the required conditions*

of this WQC Order to ensure compliance with the water quality standards and other applicable state laws.

- *Citation – 40 CFR 121.1(j), Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 173-201A WAC, and Chapter 173-225-010 WAC.*
8. This Order does not authorize direct, indirect, permanent, or temporary impacts to waters of the state or related aquatic resources, except as specifically provided for in conditions of this Order.
- *Justification - Ecology has the authority to prevent and control pollution of state waters, and to protect designated uses. By authorizing a discharge into a water of the state, through a water quality certification, we are certifying the project as proposed will not negatively impact our state's water quality and will comply with the state's water quality requirements. Therefore, it is imperative the project is conducted as it was presented during the review process, and as conditioned herein.*
 - *Citation - Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 173-201A WAC, Chapter 173-201A-300(2)(e)(i) WAC, Chapter 173-201A-310 WAC, Chapter 173-204-120 WAC, and Chapter 173-225-010 WAC.*
9. Failure of any person or entity to comply with the WQC Order may result in the issuance of civil penalties or other actions, whether administrative or judicial, to enforce the terms of this Order.
- *Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses; civil penalties and other enforcement actions are the primary means of securing compliance with water quality requirements.*
 - *Citation – Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.037 RCW, Chapter 90.48.080 RCW, Chapter 90.48.120 RCW, Chapter 90.48.142 RCW, Chapter 90.48.144 RCW, and Chapter 173-225-010 WAC.*

B. Notification Requirements

1. The following notification shall be made via phone or e-mail (e-mail is preferred) to Ecology's Federal Permit Manager via e-mail to fednotification@ecy.wa.gov and cc to Laura.Inouye@ecy.wa.gov. Notifications shall be identified with Order #20113 and include the Project Proponent's name, Corps reference #, project name, project location, project contact and the contact's phone number.
 - a. Immediately following a violation of state water quality standards or when the project is out of compliance with any of this Orders conditions.
 - b. At least ten (10) days prior to all pre-construction meetings
 - c. At least ten (10) days prior to conducting initial in-water work activities for each in-water work window.
 - d. At least seven (7) days within each in-water work window.

- *Justification - Ecology must be aware of when a project starts and ends and whether there are any issues. This allows Ecology to evaluate compliance with the state water quality requirements.*
 - *Citation – Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 173-201A WAC, Chapter 173-201A-300–330 WAC, Chapter 173-204 WAC, and Chapter 173-225-010 WAC.*
2. In addition to the phone or e-mail notification required under B.1.a. above, the Project Proponent shall submit a detailed written report to Ecology within five (5) days that describes the nature of the event, corrective action taken and/or planned, steps to be taken to prevent a recurrence, results of any samples taken, and any other pertinent information.
- *Justification - Ensure the Project Proponent remains in full compliance with state water quality requirements for the duration of the project.*
 - *Citation – Chapter 90.48 RCW, Chapter 90.48.120 RCW, Chapter 173-201A WAC, and Chapter 173-225-010 WAC.*

C. Timing

1. This Order will expire on June 1, 2026.
- *Justification – Certifications are required for any license or permit that authorizes an activity that may result in a discharge. Ecology needs to be able to specify how long the WQC Order will be in effect.*
 - *Citation – 40 CFR 121 and Chapter 173-225-010 WAC.*
2. In-water work shall be conducted between July 15 through February 15 of any year.
- *Justification – This condition is reaffirming the project will take place during a time period that will not harm fish or other aquatic species.*
 - *Citation – Chapter 77.55 RCW, Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 173-201A WAC, Chapter 173-201A-300 WAC, Chapter 173-201A-330 WAC, Chapter 173-225-010 WAC, and Chapter 220-660 WAC.*
3. Any project change that requires a new or revised Hydraulic Project Approval (HPA) from the Department of Fish and Wildlife should be sent to Ecology for review.
- *Justification - This condition is requiring notification of any project changes to ensure the project meet's the state's Water Quality Standards. Additionally, an HPA may include additional BMPs that Ecology needs to be aware of.*
 - *Citation – Chapter 77.55 RCW, Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 173-201A WAC, Chapter 173-201A-300 WAC, Chapter 173-201A-330 WAC, Chapter 173-225-010 WAC, and Chapter 220-660 WAC.*

D. Water Quality Monitoring & Criteria

1. This Order does not authorize the Project Proponent to exceed applicable turbidity standards beyond the limits established in WAC 173-201A-210(1)(e)(i).
 - *Justification – This condition provides citation to the appropriate water quality standard criteria to protect surface waters of the state. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.*
 - *Citation – Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 173-201A WAC, Chapter 173-201A-300–330 WAC, Chapter 173-204-120 WAC, and Chapter 173-225-010 WAC.*

2. The Project Proponent shall conduct water quality monitoring as described in the approved *Final Water Quality and Protection Plan, Blair Waterway Berth Maintenance Dredge, Washington United Terminal and Husky Terminal* (hereafter referred to as the WQMP) prepared by the Port of Tacoma dated March 22, 2021.
 - *Justification – This condition is necessary to ensure that the monitoring as proposed by the Project Proponent and authorized by Ecology is conducted to protect water quality. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.*
 - *Citation – Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 173-201A WAC, Chapter 173-201A-300–330 WAC, Chapter 173-204-120 WAC, and Chapter 173-225-010 WAC.*

3. Monitoring results shall be submitted weekly to the Ecology Federal Permit Manager, per condition A.2.
 - *Justification – This information is necessary for Ecology to determine if the project was implemented as approved by the WQC Order and that no adverse impacts to water quality or beneficial uses occurred.*
 - *Citation – Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 173-201A WAC, Chapter 173-201A-300–330 WAC, Chapter 173-204-120 WAC, and Chapter 173-225-010 WAC.*

4. Visible turbidity anywhere beyond the temporary area of mixing (point of compliance) from the activity shall be considered an exceedance of the standard.
 - *Justification – This condition specifically informs the Project Proponent of when they would be out of compliance with the water quality standards and an obvious sign of water quality degradation. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.*

- *Citation – Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 173-201A WAC, Chapter 173-201A-300–330 WAC, Chapter 173-204-120 WAC, and Chapter 173-225-010 WAC.*
5. If water quality exceedances for turbidity are observed outside the point of compliance, the Project Proponent or the contractor shall assess the cause of the water quality problem and take immediate action to modify or stop, contain, and correct the problem and prevent further water quality turbidity exceedances.
- *Justification – Ecology must protect waters of the state from all discharges and potential discharges of pollution and know if there are exceedances of the water quality standards that protect aquatic life and beneficial uses.*
 - *Citation – Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 173-201A WAC, Chapter 173-201A-300–330 WAC, Chapter 173-204-120 WAC, and Chapter 173-225-010 WAC.*

E. Dredging and Disposal

1. All dredging is to be done using a mechanical (clamshell) dredge.
 - *Justification – Ecology has reviewed the project and the BMPs for a specific type of dredging. Changes to the dredging method would require different BMPs. If new dredging methods are proposed, a new WQC pre-filing meeting request, followed by a new WQC request (after requisite 30-days) is required.*
 - *Citation – 40 CFR 121, Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 90.52-040 RCW, Chapter 90.54.020(2)(b) RCW, Chapter 173-201A WAC, Chapter 173-201A-240(5)(b) WAC, and Chapter 173-204-400(2).*
2. All suitable dredged material will be disposed of by bottom dump barge at the Commencement Bay open-water disposal site.
 - *Justification – Ecology has reviewed the project and the BMPs for a specific type of disposal technique and disposal location. If different in-water disposal sites are proposed, a new WQC pre-filing meeting request, followed by a new WQC request (after requisite 30-days) is required.*
 - *Citation – 40 CFR 121, Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 90.52-040 RCW, Chapter 90.54.020(2)(b) RCW, Chapter 173-201A WAC, Chapter 173-201A-240(5)(b) WAC, and Chapter 173-204-400(2).*
3. All unsuitable material will be transloaded at a permitted facility and disposed of at a permitted upland disposal site.
 - *Justification – Use of a permitted transloading facility ensures that appropriate BMPs, including appropriate containment and spills plans, are implemented. Additionally, use of a permitted disposal location ensures appropriate BMPs will be implemented to prevent contaminants from migrating into groundwater or surface waters.*

- *Citation – 40 CFR 121, Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 90.52-040 RCW, Chapter 90.54.020(2)(b) RCW, Chapter 173-200 WAC, Chapter 173-201A WAC, Chapter 173-201A-240(5)(b) WAC, and Chapter 173-204-400(2).*
4. Dredging operations shall be conducted in a manner that minimizes the disturbance and siltation of adjacent waters and prevents the accidental discharge of petroleum products, chemicals or other toxic or deleterious substances into state waters.
 - *Justification – Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.*
 - *Citation – Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 90.56 RCW, Chapter 173-201A WAC, Chapter 173-201A-300–330 WAC, Chapter 173-204-120 WAC, Chapter 173-225-010 WAC.*
 5. Dredged material shall not be temporarily or permanently stockpiled below the OHWM.
 - *Justification – Stockpiles below the OHWM can discharge excess sediment to waters of the state and degrade water quality. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.*
 - *Citation – Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 173-201A WAC, Chapter 173-201A-300–330 WAC, Chapter 173-204-120 WAC, and Chapter 173-225-010 WAC.*
 6. All debris larger than two (2) feet in any dimension shall be removed from the dredged sediment prior to disposal at the open water site. Similar-sized debris floating in the dredging or disposal area shall be removed.
 - *Justification – Ecology must be assured that the Project Proponent is managing and disposing of material to protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.*
 - *Citation – Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 173-201A WAC, Chapter 173-201A-300–330 WAC, Chapter 173-204-120 WAC, and Chapter 173-225-010 WAC.*
 7. The *Dredging and Disposal Workplan* (Workplan) shall include the following:
 - a. General information including schedule, primary contact, and hours of operation
 - b. Dredged quantities and disposal location, including any upland locations.
 - c. Dredging procedures and sequence
 - d. Equipment list
 - e. A description of the BMPs to be used for dredging, dewatering, transloading, and disposal.
 - *Justification - Ecology has reviewed the project and the BMP prior to the contractor being brought on board, therefore we need to obtain specific information regarding*

- dredging and disposal plan to ensure that the specific type of dredging, disposal technique and disposal location within the Workplan. This information will allow Ecology to ensure the project will comply with water quality standards. Also if there have been major changes to the original proposed dredging and disposal, work must not proceed and a new WQC pre-filing meeting request, followed by a new WQC request (after requisite 30-days) is required.*
- *Citation – CFR 121, Chapter 70A-200 RCW, Chapter 77.55 RCW, Chapter 79.02.30040 RCW, Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 90.52-040 RCW, Chapter 90.54.020(2)(b) RCW, Chapter 173-201A WAC, Chapter 173-201A-240(5)(b) WAC, Chapter 173-201A-300 WAC, Chapter 173-201A-330 WAC, Chapter 173-204-400(2) WAC, Chapter 173-225-010 WAC, and Chapter 220-660 WAC.*
8. A pre-dredge meeting is required to be convened prior to the start of dredging. A **Dredging and Disposal Workplan** (Workplan) shall be submitted to Ecology to the address shown in Condition A2 two weeks prior to the pre-dredge meeting.
- *Justification – Ecology would like to meet with the Project Proponent and contractor to go over the Workplan prior start of work to ensure that the plan reflects the project that has been authorized by this WQC Order. If there has been major changes work must not proceed and a new WQC pre-filing meeting request, followed by a new WQC request (after requisite 30-days) is required.*
 - *Citation – CFR 121, Chapter 70A-200 RCW, Chapter 77.55 RCW, Chapter 79.02.30040 RCW, Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 90.52-040 RCW, Chapter 90.54.020(2)(b) RCW, Chapter 173-201A WAC, Chapter 173-201A-240(5)(b) WAC, Chapter 173-201A-300 WAC, Chapter 173-201A-330 WAC, Chapter 173-204-400(2) WAC, Chapter 173-225-010 WAC, and Chapter 220-660 WAC.*
9. All dredging and disposal shall have a valid suitability determination prior to in-water work. This area ranks moderate in potential for contamination and the recency determination extends through October 2025. Contact the DMMO for a possible extension on this suitability determination.
- *Justification – The DMMP process confirms that material is suitable for in-water disposal and that the project meets state antidegradation regulations.*
 - *Citation – Chapter 173-201A WAC, Chapter 173-201A-230 WAC, Chapter 173-201A-240(1) WAC, Chapter 173-201A-240(2) WAC, Chapter 173-204 WAC, Chapter 173-204-110–120 WAC, Chapter 173-204-400(2) WAC, Chapter 173-204-410(7) WAC, Chapter 173-204-350(d), and Chapter 173-225 WAC.*
10. Only approximately 29,890 cubic yards of dredged material is allowed each maintenance dredge (8,080 cy for Husky, 18,810 CY for Washington United Terminal). Note: If additional material needs to be dredged and disposed of, a new WQC pre-filing meeting request, followed by a new WQC request (after requisite 30-days) is required.

- *Justification – The volume of material is limited to what was characterized under the DMMP process.*
- *Citation – Chapter 173-201A WAC, Chapter 173-201A-230 WAC, Chapter 173-201A-240(1) WAC, Chapter 173-201A-240(2) WAC, Chapter 173-204 WAC, Chapter 173-204-110–120 WAC, Chapter 173-204-400(2) WAC, Chapter 173-204-410(7) WAC, Chapter 173-204-350(d), and Chapter 173-225 WAC.*

11. Barges shall not be allowed to ground-out during in-water construction.

- *Justification – This condition protects shallow water habitat from damage.*
- *Citation – Chapter 173-201A-300(2)(e)(i) WAC, Chapter 173-201A-310 WAC, and Chapter 173-204-120 WAC.*

12. Barges shall be kept free of material that could be blown into the water.

- *Justification – Release of debris or garbage is considered polluting matter and prohibited from being discharged into waters of the state.*
- *Citation – Chapter 90.48 RCW, Chapter 70A-200 RCW, and Chapter 79.02-300 RCW.*

F. Emergency/Contingency Measures

1. The Project Proponent shall develop and implement a spill prevention and containment plan for this project.

- *Justification – Ecology must ensure that the Project Proponent has a plan to prevent pollution from entering waterways. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.*
- *Citation – Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 90.56 RCW, Chapter 90.56.280 RCW, Chapter 173-201A WAC, Chapter 173-201A-300–330 WAC, Chapter 173-204-120 WAC, Chapter 173-225-010 WAC, and Chapter 173-303-145 WAC.*

2. The Project Proponent shall have adequate and appropriate spill response and cleanup materials available on site to respond to any release of petroleum products or any other material into waters of the state.

- *Justification – Ecology must have assurance that the Project Proponent has the material readily available in order to address any spills that might occur to protect waters of the state. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.*
- *Citation – Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 90.56 RCW, Chapter 90.56.280 RCW, Chapter 173-201A WAC, Chapter 173-201A-300–330 WAC, Chapter 173-204-120 WAC, Chapter 173-225-010 WAC, and Chapter 173-303-145 WAC.*

3. Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc., shall be checked regularly for drips or leaks, and shall be maintained and stored properly to prevent spills into state waters.
 - *Justification – Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.*
 - *Citation – Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 90.56 RCW, Chapter 90.56.280 RCW, Chapter 173-201A WAC, Chapter 173-201A-300–330 WAC, Chapter 173-204-120 WAC, Chapter 173-225-010 WAC, and Chapter 173-303-145 WAC.*

4. Work causing distressed or dying fish and discharges of oil, fuel, or chemicals into state waters or onto land with a potential for entry into state waters is prohibited. If such work, conditions, or discharges occur, the Project Proponent shall notify Ecology’s Federal Permit Manager per condition A2 and immediately take the following actions:
 - a. Cease operations at the location of the non-compliance.
 - b. Assess the cause of the water quality problem and take appropriate measures to correct the problem and prevent further environmental damage.
 - c. In the event of a discharge of oil, fuel, or chemicals into state waters, or onto land with a potential for entry into state waters, containment and cleanup efforts shall begin immediately and be completed as soon as possible, taking precedence over normal work. Cleanup shall include proper disposal of any spilled material and used cleanup materials.
 - d. Immediately notify Ecology’s Regional Spill Response Office and the Washington State Department of Fish & Wildlife with the nature and details of the problem, any actions taken to correct the problem, and any proposed changes in operation to prevent further problems.
 - e. Immediately notify the National Response Center at 1-800-424-8802, for actual spills to water only.
 - *Justification – This condition is necessary to prevent oil and hazardous materials spills from causing environmental damage and to ensure compliance with water quality requirements. The sooner a spill is reported, the quicker it can be addressed, resulting in less harm. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.*
 - *Citation – Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 90.56 RCW, Chapter 90.56.280 RCW, Chapter 173-201A WAC, Chapter 173-201A-300–330 WAC, Chapter 173-204-120 WAC, Chapter 173-225-010 WAC, and Chapter 173-303-145 WAC.*

5. Notify Ecology’s Regional Spill Response Office immediately if chemical containers (e.g. drums) are discovered on-site or any conditions present indicating disposal or burial of chemicals on-site that may impact surface water or ground water.

- *Justification – Oil and hazardous materials spills cause environmental damage. The sooner a spill is reported, the quicker it can be addressed, resulting in less harm. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.*
- *Citation – Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 90.56 RCW, Chapter 90.56.280 RCW, Chapter 173-201A WAC, Chapter 173-201A-300–330 WAC, Chapter 173-204-120 WAC, Chapter 173-225-010 WAC, and Chapter 173-303-145 WAC.*

YOUR RIGHT TO APPEAL

You have a right to appeal this Order to the Pollution Control Hearing Board (PCHB) within 30 days of the date of receipt of this Order. The appeal process is governed by Chapter 43.21B RCW and Chapter 371-08 WAC. “Date of receipt” is defined in RCW 43.21B.001(2).

To appeal you must do both of the following within 30 days of the date of receipt of this Order:

- File your appeal and a copy of this Order with the PCHB (see addresses below). Filing means actual receipt by the PCHB during regular business hours.
- Serve a copy of your appeal and this Order on Ecology in paper form - by mail or in person. (See addresses below.) E-mail is not accepted.

You must also comply with other applicable requirements in Chapter 43.21B RCW and Chapter 371-08 WAC.

ADDRESS AND LOCATION INFORMATION

Street Addresses	Mailing Addresses
<p>Department of Ecology Attn: Appeals Processing Desk 300 Desmond Drive SE Lacey, WA 98503</p>	<p>Department of Ecology Attn: Appeals Processing Desk PO Box 47608 Olympia, WA 98504-7608</p>
<p>Pollution Control Hearings Board 1111 Israel Road SW STE 301 Tumwater, WA 98501</p>	<p>Pollution Control Hearings Board PO Box 40903 Olympia, WA 98504-0903</p>

CONTACT INFORMATION

Please direct all questions about this Order to:

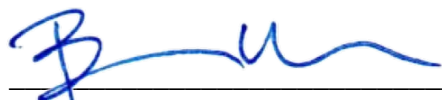
Laura Inouye
Department of Ecology
Headquarters Office
PO Box 67600
Olympia, WA 98504-7600
(360) 407-6165
Laura.inouye@ecy.wa.gov

MORE INFORMATION

- **Pollution Control Hearings Board Website**
<http://www.eluho.wa.gov/Board/PCHB>
- **Chapter 43.21B RCW - Environmental and Land Use Hearings Office – Pollution Control Hearings Board**
<http://app.leg.wa.gov/RCW/default.aspx?cite=43.21B>
- **Chapter 371-08 WAC – Practice And Procedure**
<http://app.leg.wa.gov/WAC/default.aspx?cite=371-08>
- **Chapter 34.05 RCW – Administrative Procedure Act**
<http://app.leg.wa.gov/RCW/default.aspx?cite=34.05>
- **Chapter 90.48 RCW – Water Pollution Control**
<http://app.leg.wa.gov/RCW/default.aspx?cite=90.48>
- **Chapter 173.204 WAC – Sediment Management Standards**
<http://apps.leg.wa.gov/WAC/default.aspx?cite=173-204>
- **Chapter 173-200 WAC – Water Quality Standards for Ground Waters of the State of Washington**
<http://apps.leg.wa.gov/WAC/default.aspx?cite=173-200>
- **Chapter 173-201A WAC – Water Quality Standards for Surface Waters of the State of Washington**
<http://apps.leg.wa.gov/WAC/default.aspx?cite=173-201A>

SIGNATURE

Dated this first day of June, 2021 at the Department of Ecology, Olympia, Washington



Brenden McFarland, Section Manager
Environmental Review and Transportation Section
Shorelands and Environmental Assistance Program

Attachment A
Statement of Understanding
Water Quality Certification Conditions

Blair Waterway Berth Maintenance Dredging, Washington United Terminal and Husky Terminal
Mark Rettmann, Port of Tacoma
Water Quality Certification Order No. **20113**
and
Corps Reference No. **NWS-2020-1017-WRD**

I, _____, state that I will be involved as an agent or contractor for The Port of Tacoma in the site preparation and/or construction of the Blair Waterway Berth Maintenance Dredging, Washington United Terminal and Husky Terminal located at Commencement Bay, Pierce County, Washington. I further state that I have read and understand the relevant conditions of Washington Department of Ecology Water Quality Certification Order No. 20113 and the applicable permits and approvals referenced therein which pertain to the project-related work for which I am responsible.

Signature

Date

Title

Phone

Company

APPENDIX H
DEPARTMENT OF NATURAL
RESOURCES SITE USE
AUTHORIZATION
20-520043

APPENDIX I

**WATER QUALITY MONITORING
AND PROTECTION PLAN**



**FINAL
WATER QUALITY MONITORING
& PROTECTION PLAN**

**BLAIR WATERWAY
BERTH MAINTENANCE DREDGE:
Washington United Terminal
& Husky Terminal**

March 22, 2021



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List of Abbreviations

Acronym/ Abbreviation	Definition
BMP	Best management practice
Corps	U.S. Army Corps of Engineers
CY	Cubic yards
GPS	Global positioning system
DMMP	Dredged Material Management Program
Ecology	Washington State Department of Ecology
HTL	High tide line
JARPA	Joint Aquatic Resources Permit Application
MLLW	Mean lower low water
NPDES	National Pollutant Discharge Elimination System
NTU	Nephelometric turbidity units
OHWM	Ordinary high water mark
Port	Port of Tacoma
SWPPP	Stormwater Pollution Prevention Plan
WAC	Washington Administrative Code
WDFW	Washington State Department of Fish and Wildlife
WQMPP	Water Quality Monitoring and Protection Plan

1.0 Introduction

This Water Quality Monitoring and Protection Plan (WQMPP) identifies monitoring and best management practices (BMPs) for construction activities associated with the Port of Tacoma’s Blair Waterway Berth Maintenance Dredge at the Washington United Terminal (WUT) and Husky Terminal (Husky) (Project). The Project consists of the berth areas of WUT and Husky located on the west side of the Blair Waterway that lies within the Port’s Industrial Development District, which is adjacent to Commencement Bay in Tacoma, Washington (Figures 1, 2 and 3). The WQMPP, which is required by the Washington State Department of Ecology (Ecology), has been prepared to ensure compliance with Section 401 of the Clean Water Act, Washington State Water Quality Standards, Chapter 173-201A of the Washington Administrative Code (WAC). This plan describes water quality protection measures; monitoring parameters, methods, and evaluation criteria; and contingency response and notification procedures in the event a water quality criterion is exceeded during construction (dredging) activities. The Project contractor selected to perform the construction activities will be subject to the requirements and procedures specified in this plan, as well as the contract specifications and other regulatory permits.

1.1 PROJECT DESCRIPTION

The Project includes dredging sediment mounds (high spots) and shallower berth elevations at two berth locations within the Blair Waterway. The proposed maintenance dredging will restore terminal operations to full capacity at the Port’s WUT and Husky marine cargo terminals. The Port proposes to dredge a total volume estimated at approximately 27,000 cubic yards (cy) to restore the authorized depth of -51 ft Mean Lower Low Water (MLLW), including an incidental 1-foot over dredge allowance (-52 ft MLLW). The total volume proposed to be dredged, including potential over dredge, is summarized in the table below.

Terminal	Authorized Depth (ft MLLW)	Proposed Dredging Volumes		Total Vol. (cy)
		Authorized Depth (cy)	1-ft Over Depth (cy)	
Husky	-51	5,830	2,250	8,080
WUT	-51	12,440	6,370	18,810
Total Volume (cy)		18,270	8,620	26,890

Prior to dredging and receiving permits, the dredge material will be sampled and characterized for suitability determination for open-water disposal following the Dredged Material Management Program (DMMP) guidance and direction. Material deemed suitable for open-water disposal by the DMMP will be disposed of at the Commencement Bay open-water dredged material disposal site. Any unsuitable material will be disposed of at an approved upland location. This WQMPP addresses dredging with open-water disposal, and requirements for upland disposal. If upland disposal is required, additional coordination with the Corps and Ecology will be conducted.

The maintenance dredging will be performed by standard mechanical dredging equipment. A crane/derrick mounted on a barge will be positioned in each terminal berthing area using a tug. The crane will be equipped with a clamshell or digging bucket. During dredging operations, the crane operator will complete each pass with the clamshell. Dredged material will be placed on a barge for transportation to the Commencement Bay open-water dredged material disposal site. Additional Project details are provided in the Joint Aquatic Resources Permit Application (JARPA) that was submitted to Ecology on February 23, 2021 (Port, 2021).

1.2 WATER QUALITY STANDARDS

The water quality monitoring turbidity standards applicable to this site per WAC 173-201A-210(1)(e) are as follows:

- Turbidity shall not exceed 10 nephelometric turbidity units (NTUs) over the background turbidity when the background turbidity is less than 50 NTUs.
- Turbidity shall not exceed a 20 percent increase in turbidity when the background turbidity is more than 50 NTUs.

The water quality standard for turbidity will need to be met at the compliance boundary at the edge of the authorized area of mixing for construction activities. The turbidity water quality standard includes an allowed 150-foot area of mixing that extends out from the in-water activity. The water quality monitoring for turbidity will be conducted at the 150-foot-radius point of compliance per the aquatic use criteria (WAC 173-201A-210(1)(e)(i)). In addition, visible turbidity greater than the background turbidity at or beyond the 150-foot-radius point of compliance is considered an exceedance of the water quality standard.

2.0 Water Quality Protection Measures

This section describes the protection measures that will be implemented during all in-water (dredging) work to minimize impacts on water quality.

2.1 GENERAL WATER QUALITY PROTECTION MEASURES

The Project has been designed to avoid and minimize adverse impacts on the environment due to the Project activities (i.e., dredging and disposal). The following general water quality protection measures will be implemented on a project-wide basis to reduce, eliminate, or minimize the effects of the proposed action on water quality:

- Construction stormwater, sediment, and erosion control BMPs suitable to preventing exceedances of state water quality standards will be in place prior to starting construction activities, as applicable.
- All work will comply with the conditions of the sites' National Pollutant Discharge Elimination System (NPDES), municipal separate storm sewer (MS4) stormwater permit and applicable stormwater pollution prevention plan (SWPPP).
- All work in and near the water will be done so as to minimize turbidity, erosion, and other water quality impacts.
- Sediment and erosion control measures will be inspected and maintained throughout Project construction.
- No materials will be stockpiled below the project-specific OHWM in any water body.
- Fueling and servicing of all equipment, with the exception of barge derricks, will be confined to an established staging area. Barge derricks will be fueled and serviced while they float. Spill containment systems will be adequate to contain all fuel leaks.
- At least two oil-absorbing floating booms, appropriate for the size of the work area, will be available on-site whenever heavy equipment operates within 150 feet of open water and there is a potential for hazardous materials to enter surface waters. The booms will be stored in a location that facilitates their immediate deployment in the event of a spill.
- Barges will not ground out or rest on the substrate or be over or within 25 feet of vegetated shallows (except where such vegetation is limited to state-designated noxious weeds).
- The bottom of any structure, vessel, watercraft grid, or watercraft lift will be at least 1 foot above the level of the substrate during all water levels.
- Equipment and vehicles will be stored in established staging areas when not in use (excluding cranes, which cannot be moved easily). Staging areas will be located a minimum of 50 feet from the waterway if not within existing impervious areas. If a staging area must be located within 50 feet of the waterway on pervious areas, the Port will provide a written explanation (with additional BMPs) and obtain approval from the Ecology Federal Permit Manager before placing the staging area with the setback area.
- A written spill prevention, control, and countermeasures (SPCC) plan will be prepared for activities that include the use of heavy equipment. The plan will describe measures

to prevent or reduce impacts due to accidental leaks or spills, as well as all hazardous materials that will be used, their proper storage and handling, and the methods that will be used to monitor their use. A spill kit will be available on-site during construction and stored in a location that facilitates its immediate deployment if needed.

- The Port will prepare and implement this WQMPP, as required by the Ecology 401 water quality certification.
- Upon advance notice, the Port will provide access to the construction site for representatives of U.S. Army Corps of Engineers (Corps), the U.S. Fish and Wildlife Service, the National Marine Fisheries Services, Ecology, and the Washington State Department of Fish and Wildlife (WDFW) during all hours when the proposed action is being conducted.
- No new access roads, routes, or trails will be constructed as part of the proposed action.

2.2 DREDGING

Approximately 27,000 CY of material will be dredged (including a 1-foot overdredge) by means of a mechanical standard clamshell or digging bucket dredge on a floating derrick barge. Dredged material will be placed on a barge for transportation to the Commencement Bay open-water dredged material disposal site. The placement of the suitable material will be conducted per guidance from the DMMP and in accordance with a project suitability determination and dredge and disposal quality control plan. The DMMP and Washington State Department of Natural Resources requirements will be followed, including meeting the disposal site material specifications and placement methodologies. Conditions and requirements of Project permits shall supersede this WQMPP in the case of any discrepancies between this WQMPP and Project permits.

2.2.1 Mitigation Measures

To minimize the potential for any water quality impacts during dredging activities, the following BMPs will be implemented:

- The proposed maintenance dredging will only occur during the authorized time, July 15 - February 15, or as otherwise permitted by the Corps, Ecology, and WDFW.
- No additional or new habitat conversion will occur. There will be no dredging in intertidal or shallow subtidal habitat. No intertidal or shallow subtidal habit will be converted to deep subtidal. Dredging will only remove targeted high spots of propwash shoaling to maintain berthing areas at previously dredged depths.
- No dredging will occur in sand lance, surf smelt or herring spawning beds
- No dredging will occur in areas with seagrass or kelp.
- The Port will request the contractor to utilize real-time positioning control when implementing dredging.
- The dredging contractor will not take multiple “bites” during a single clamshell cycle. When the clamshell bucket hits the bottom, it will close and be raised to the surface for disposal.

- The dredging contractor will not stockpile material on the bottom.
- The clamshell bucket will fully close and move through the water column carefully.
- If water quality impacts are observed, the dredging contractor will adjust operations as needed to meet water quality requirements.
- Dredged material will be placed on a watertight barge for transportation to an upland or open water disposal site. If water must be decanted from the barge, it will be filtered through straw bales or similar at the project site prior to transportation. No dewatering is allowed in transit.
- Dredged material will be disposed of at an approved in-water disposal site or in an approved upland location above OHW.
- The barge used to transport dredged material to the open-water disposal site will only be a bottom dump barge and will have tightly sealing doors and compartments and have minimal leakage during transit.

3.0 Water Quality Monitoring Plan

The objective of water quality monitoring is to ensure that the Project activities do not result in exceedances of the applicable water quality standards at the point(s) of compliance. A combination of instrumented and visual monitoring is proposed for this Project. Refer to Figures 2 and 3 for the monitoring locations at WUT and Husky, respectively.

3.1 INSTRUMENTED MONITORING

Turbidity will be monitored with a water quality meter during construction (dredging) activities. Instrumented monitoring for turbidity will also be implemented in response to visual observation of a significant turbidity plume, as described in Section 4.1 to better assess compliance with the water quality criteria and the effectiveness of any supplemental BMPs that may be implemented to control turbidity.

3.1.1 Monitoring Parameters

Real-time field measurements of turbidity water quality parameters (in NTUs) will be collected during instrumented monitoring, as appropriate to the activity.

3.2 VISUAL MONITORING

Throughout all in-water work (dredging), the contractor will conduct visual monitoring of turbidity. A turbidity plume is considered significant when it is above background and extends out the entire length of the mixing zone to 150 feet and is visible from the area of construction activity.

3.2.1 Monitoring Parameters

The following parameters will be observed during visual monitoring:

- Turbidity (visual indication of plume)
- Sheen, or oil
- Construction debris in water
- Distressed or dying fish
- Operation and effectiveness of BMPs

3.3 MONITORING SCHEDULE

For each construction activity for which instrumented turbidity monitoring will be performed, it will occur twice a day for the first 2 weeks of the construction activity to establish baseline conditions and verify compliance with the water quality criteria. If no exceedance of the turbidity criteria is noted during the initial monitoring period and Ecology review and approval is received, the contractor will continue to monitor visually during the remainder of the respective construction activity, unless a visible turbidity plume triggers the return to instrumented monitoring, as described in Section 3.1 and 4.1.2.

3.4 MONITORING LOCATIONS AND DEPTHS

Monitoring locations will be measured directly from the point of construction activity. The monitoring locations will be identified in the field with the use of a global positioning system (GPS)

on board the sampling vessel. Monitoring will be conducted at three depths at each of the following locations (Figures 2 and 3), which are described in more detail in Sections 3.4.1 through 3.4.3:

- Background monitoring location (300 feet upstream/upgradient prior to work)
- Compliance monitoring locations (150 feet downstream/downgradient during work)
- Early detection monitoring locations (100 feet downstream/downgradient during work)

Monitoring will be conducted at the below three depths in the water column at each monitoring location described above. Sample measurements from each of the three depths will be compared to each of the three corresponding depths at the background monitoring location.

- Surface—Within 3 feet (approximately 1 meter) of the water surface
- Middle—At mid-depth in the water column
- Bottom—Within 3 feet (approximately 1 meter) of the mudline

In addition to these, visual monitoring will be performed at the location of the active in-water work operation to monitor the effectiveness of BMPs.

3.4.1 Background Monitoring Location

The background location will be positioned approximately 300 feet upstream of the point of construction and beyond the influence of construction activities. The monitoring location will typically be directly upstream/upgradient of the point of construction, although tidal reversals are possible during flood tide conditions, which will require the monitoring location to be shifted farther upstream. The background location will be in an area with similar physical characteristics similar to those of the main area of construction activity (i.e., water depth and slope). Background water quality monitoring will be conducted before in-water activity begins and during each monitoring event that turbidity is measured.

3.4.2 Early Detection Monitoring Location

The early detection location will be positioned approximately 100 feet downstream/downgradient of the point of construction. The monitoring location will typically be directly downstream of the point of construction.

The objective of monitoring in the early detection location at 100 feet is to have an early indication of whether exceedances of the water quality standards may occur at the point of compliance (i.e., 150 feet) if construction activities continue without modification to the BMPs being implemented. It provides an adaptive management process to adjust the construction activities or BMPs prior to a water quality standard exceedance at the point of compliance.

3.4.3 Compliance Monitoring Location

The compliance location is at the edge of the area of mixing, 150 feet downstream of the point of the construction activity. The monitoring location will typically be directly downstream of the point of construction.

3.5 MONITORING EQUIPMENT

Equipment to be used for the water quality monitoring will include the following:

- Water quality meter: HACG 2100Q, Troll 9500, YSI 6920 Sonde (or other suitable equipment)
- Field logbook
- Deionized water for rinsing water quality monitoring equipment
- Personal protective equipment
- Camera
- GPS
- Cellular phone and Project contact phone numbers

Turbidity levels will be measured with a water quality meter, which will be properly operated, calibrated, and maintained by qualified personnel before each use according to the manufacturer's guidelines and recommendations. All field analyses will be recorded in a logbook and/or on the water quality monitoring form and the specific person who calibrated the equipment will be recorded.

3.6 DOCUMENTATION AND REPORTING

The contractor will prepare daily water quality monitoring reports detailing the monitoring data collection activities and results. The contractor shall submit the water quality monitoring reports to the Port by noon on the following Monday in which water quality monitoring occurred. The Port will verify the reports are filled out accurately and will submit the reports to the Ecology Federal Permit Manager within 1 week of the completion of each week of water quality monitoring. The Ecology template for the water quality monitoring form is included in Appendix A. These reports or forms will include the following information:

- Date and time of the monitoring at each location
- Turbidity measurement monitoring at each monitoring location (i.e., background, early detection, and compliance)
- Name of monitoring personnel
- Monitoring notes that may include:
 - Field conditions (weather, temperature, any prior disturbance of the water body, etc.)
 - Monitoring equipment calibration information
 - Description of construction activity taking place and duration of activity

4.0 Contingency Response and Notification Plan

4.1 CONTINGENCY MEASURES

If exceedances are measured, the background turbidity levels will be verified, and the exceedance confirmed. If an exceedance of a water quality standard occurs during either visual and/or instrumented monitoring, field personnel will stop work and assess the source of the exceedance or impact, and corrective actions will be evaluated. Once the source has been identified, field personnel will implement operation modifications or other supplemental control measures or BMPs to bring the water quality measurements back into compliance with the criteria.

Once the control measures have been deemed effective, monitoring will continue every 2 hours until the water quality exceedances have been brought into compliance (excluding during unsafe monitoring conditions such as darkness). Once compliance is met, monitoring twice per day will be re-initiated as described in Section 3.3.

4.1.1 Instrumented Monitoring

As described in Section 1.2, the numerical water quality standard for turbidity must be met at the point of compliance, which is 150-feet downstream/downgradient of the construction activity (or is shifted depending on the tides, as described in Section 3.4). Turbidity outside this established area of mixing that is greater than 10 NTUs over the background turbidity when turbidity in the background sample is 50 NTUs or less, or a 20 percent increase in turbidity when the background turbidity is more than 50 NTUs, is a violation of the turbidity water quality standard.

4.1.2 Visual Monitoring

As described in Section 1.2, visible turbidity greater than the background turbidity at or beyond the 150-foot point of compliance is considered an exceedance, or violation of, the turbidity water quality standard. If a visible turbidity plume is evident at the compliance boundary, it will be photo-documented, corrective actions will be taken to eliminate the source of the turbidity, and follow-up instrumented turbidity monitoring will be implemented to confirm the turbidity exceedance and will continue every 2 hours until the turbidity complies with the water quality standard (excluding during unsafe monitoring conditions such as darkness). Once compliance is met, monitoring twice per day will be re-initiated as described in Section 3.3.

If construction debris is observed in the waterway, effort will be made to retrieve the debris. If sheen or oil is observed in the waterway, the contractor will immediately cease operations. Corrective actions will be implemented to make repairs to equipment, address the spill, or modify construction activities or BMPs, and conduct appropriate notifications with the Port, Washington Military Department's Emergency Management Division at 1-800-258-5990, and permitting agencies, as appropriate. Work may resume after the corrective actions have been deemed effective, the turbidity complies with the water quality standard, and as directed by the Port or permitting agencies.

If distressed or dying fish are observed at the construction site that can be attributed to construction activities, work will stop immediately and the Port and Ecology will be notified as described in Section 4.2, as well as notifying other permitting agencies, as appropriate.

4.2 NOTIFICATION

If compliance monitoring data indicate an exceedance of the water quality standard for turbidity or evidence of noncompliance, such as distressed or dying fish or a discharge of oil, is noted at the compliance monitoring location (i.e., 150 feet downstream), the Port will be notified by the contractor immediately. In turn, the Port will immediately notify Ecology's 24-hour Spill Response Team and, within 24 hours of the observed noncompliance, notify the Ecology federal permit manager (Laura Inouye) for all noncompliance conditions or spills.

Contact information for notifications:

- Port of Tacoma:
 - Norm Gilbert, Engineering Project Manager, office: (253) 383-9406
 - Mike Kisak, Inspector, work mobile: (253) 377-3342
 - Mark Rettmann, Environmental Project Manager, office/mobile: (253) 592-6716
- Ecology's 24-hour Spill Response Team: (800) 258-5990
- Ecology federal permit manager:
 - Laura Inouye, office: (360) 407-6165, work mobile: (360) 515-8213, email: lino461@ecy.wa.gov

The notification should include the following:

1. A description of the nature, extent, and cause of noncompliance.
2. The period of noncompliance, including the date, time, and anticipated time when the activity will return to compliance.
3. The steps taken to minimize, eliminate, and prevent a reoccurrence of the noncompliance action.
4. A written report to Ecology within 5 days of the noncompliance that provides a description of the nature of the violation, the sampling results and location, photographs, a description of the BMPs that were or will be implemented to prevent further violations, and any other pertinent information.

5.0 Unsuitable Material Dredging and Transloading

If any dredged material is determined to be unsuitable for open-water disposal, additional coordination and planning will be conducted with the Corps and Ecology to determine specific dredging and transloading BMPs, transloading location, and water quality monitoring requirements. The additional details for unsuitable material dredging, transloading, and disposal will be provided prior to or with the contractor's dredge plan to be approved by the Corps and Ecology prior to dredging.

At a minimum, the following additional information will be provided in a plan to the DMMP and Ecology for their approval prior to dredging unsuitable material:

- In- water work (dredging) for unsuitable material will include:
 - Early detection monitoring location turbidity elevations trigger additional BMPs as proactive measures to prevent an exceedance at the point of compliance.
 - Turbidity exceedances at the point of compliance results in stop work, plume chasing, and monitoring every other hour until compliance is met (or sundown). Work restarts only when compliance is met, with new BMPs employed. In case of exceedance, Ecology must be notified within 2 hours.
 - A more tiered turbidity metered monitoring approach which includes Intensive Phase Monitoring conducted twice a day for the first week of dredging. Once approved by Ecology, the Intensive Phase Monitoring will change to Routine Monitoring which will include monitoring twice a day, two times a week, and will continue until dredging is complete or an exceedance triggers the return to the Intensive Phase Monitoring. Unsuitable material dredging will always be monitored by one of these two types of metered turbidity monitoring in addition to visual monitoring. Any exceedance will restart the Intensive Phase Monitoring.
- Transloading of unsuitable material will occur at a facility permitted for this activity, or at a Port provided location meeting the following minimum criteria and approved by the Corps, Ecology, and other applicable permitting agencies.
 - The location and details of the transload site will be provided.
 - The transload site will be an isolated upland location which controls discharges and prevents water that encounters dredged material from entering stormwater drains. A SWPPP will be submitted for review and approval by Ecology.
 - Turbidity monitoring will be conducted twice per day at the end of pipe if there is a discharge to surface water from the transloading site and during all transloading activities. Discharge will be halted if standards are not met. Additional BMPs and/or modifications to transloading operations will be conducted so that discharge is below the water quality standards prior to resuming discharge from the transload site.

6.0 References

Port of Tacoma (Port). 2021. *Joint Aquatic Resources Permit Application (JARPA) for Blair Waterway Berth Maintenance Dredging at the Washington United Terminal (WUT) and Husky Terminal (Husky)*. Email communications transmitting JARPA documents from M. Rettmann to Laura Inouye, Ecology. 23 February.

Figures



Figure 1 – Vicinity Map (Google Earth)

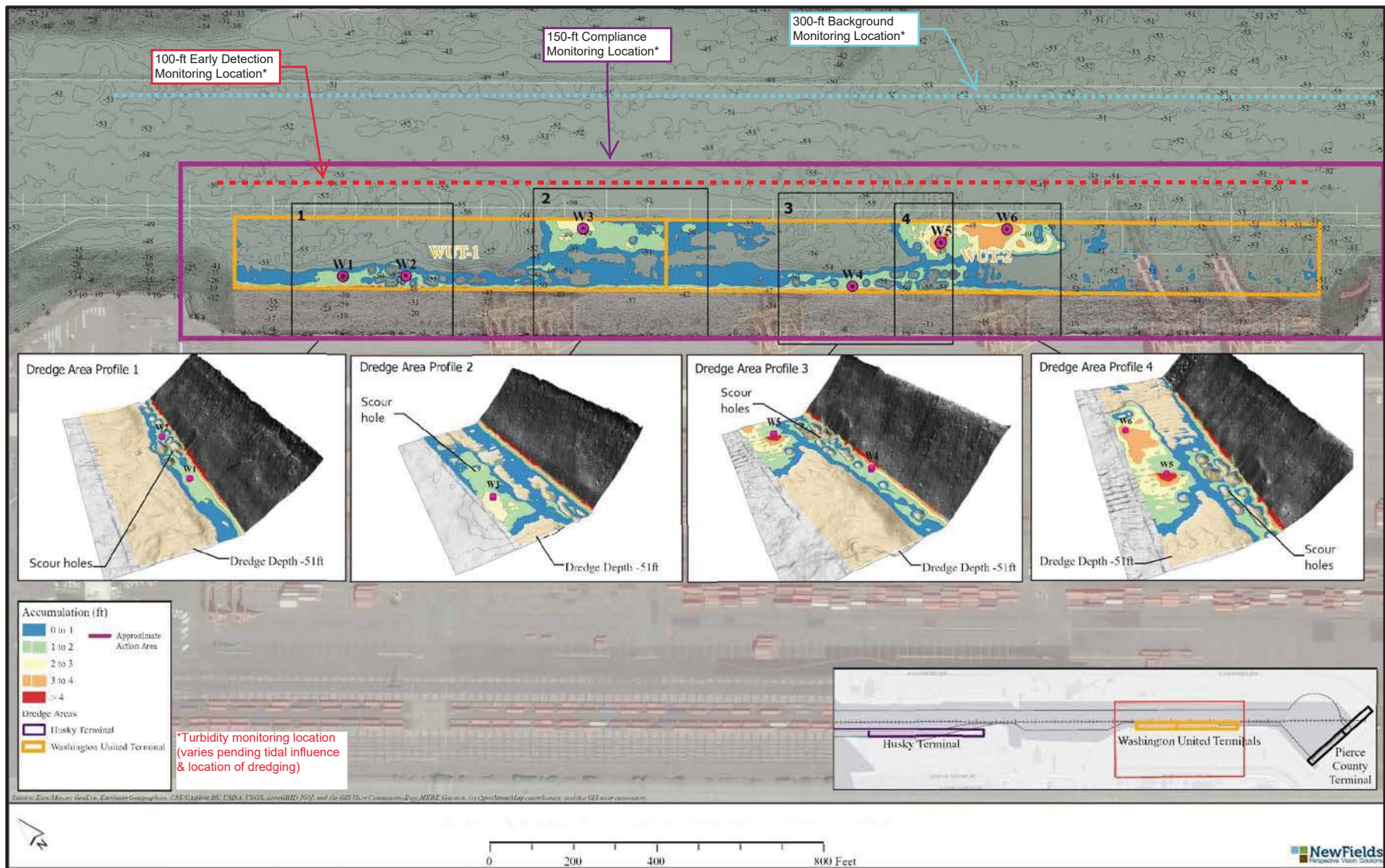


Figure 2 – Washington United Terminal (WUT) Site Map & Monitoring Locations

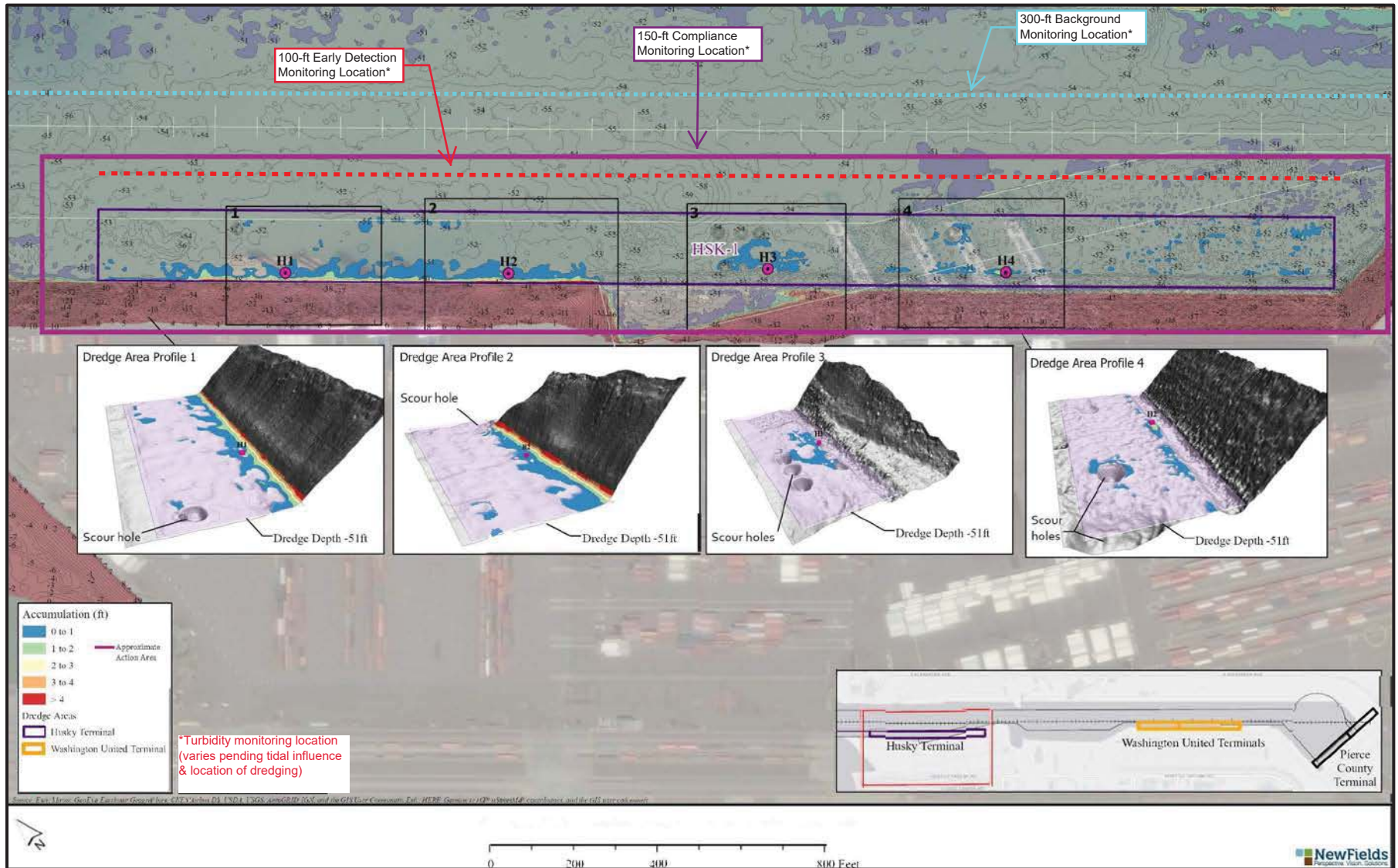


Figure 3 – Husky Terminal (Husky) Site Map & Monitoring Locations

Appendix A

Water Quality Monitoring Form

APPENDIX J

DEPARTMENT OF ECOLOGY

COASTAL ZONE MANAGEMENT



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

June 15, 2021

Port of Tacoma
ATTN: Mark Rettmann
P.O. Box 1837
Tacoma, WA 98401-1837

RE: Coastal Zone Consistency for the Port of Tacoma, Blair Waterway Berth Maintenance Dredging, Washington United Terminal and Husky Terminal, located in Pierce County, Washington.

Dear Mark Rettmann,

On February 22, 2021, the Port of Tacoma submitted a Certification of Consistency with the Washington State Coastal Zone Management Program (CZMP) for the above project.

The proposed project includes maintenance dredging at the Port of Tacoma's Washington United and Husky Terminals, with in-water disposal at the Commencement Bay open water disposal site or upland disposal at a permitted facility. The project is located in the Blair Waterway, Pierce County, Washington.

Pursuant to Section 307(c)(3) of the Coastal Zone Management Act of 1972 as amended, Ecology concurs with the Port of Tacoma's determination that the proposed work is consistent with Washington's CZMP.

If you have any questions regarding Ecology's consistency determination, please contact Laura Inouye at (360) 407-6165.

YOUR RIGHT TO APPEAL

You have a right to appeal this decision to the Pollution Control Hearing Board (PCHB) within 30 days of the date of receipt of this decision. The appeal process is governed by Chapter 43.21B RCW and Chapter 371-08 WAC. "Date of receipt" is defined in RCW 43.21B.001(2).

To appeal you must do all of the following within 30 days of the date of receipt of this decision:

- File your appeal and a copy of this decision with the PCHB (see addresses below). Filing means actual receipt by the PCHB during regular business hours.

- Serve a copy of your appeal and this decision on Ecology in paper form - by mail or in person. (See addresses below.) E-mail is not accepted.

You must also comply with other applicable requirements in Chapter 43.21B RCW and Chapter 371-08 WAC.

ADDRESS AND LOCATION INFORMATION

Street Addresses	Mailing Addresses
<p>Department of Ecology Attn: Appeals Processing Desk 300 Desmond Drive SE Lacey, WA 98503</p> <p>Pollution Control Hearings Board 1111 Israel RD SW STE 301 Tumwater, WA 98501</p>	<p>Department of Ecology Attn: Appeals Processing Desk PO Box 47608 Olympia, WA 98504-7608</p> <p>Pollution Control Hearings Board PO Box 40903 Olympia, WA 98504-0903</p>

Sincerely,



Brenden McFarland, Section Manager
Environmental Review and Transportation Section
Shorelands and Environmental Assistance Program

e-cc: Jacalen Printz, Corps of Engineers
ECY RE FEDPERMITS
Loree' Randall – HQ, SEA