PUBLIC NOTICE
Emergency Repairs –
Terminal 18 (T18) Northeast Fender System Damage

WHEREAS on May 29, 2026, the tenant at the north end of Terminal 18 notified the Northwest Seaport Alliance (NWSA), that the northeast area of the wharf in their leased premises appeared to be unsafe to walk on. Port of Seattle Engineering conducted investigations that determined the major portions of the fender pile system have been damaged and that operations need to cease in both topside and waterside areas.

WHEREAS, the tenant provides fueling operations to vessels throughout the harbor. This operation is critical to the harbor and region, and repairs must be made as soon as possible to restore full operations at the terminal.

WHEREAS The Port of Seattle and the NSWA determined these repairs must be undertaken immediately. On June 10 and June 11, 2026, respectively the Chief Executive Officer of the NWSA and the Executive Director of the Port of Seattle declared an Emergency. The declaration will allow further investigation to determine extent of repairs needed and to perform repairs or replacement of the fender system to allow operations to resume and to authorize the expedited award of a construction contract to complete the emergency repairs.

THEREFORE:

On June 24, 2026, the Port of Seattle, on behalf of the NWSA, entered a contract with Manson Construction Company for Not to Exceed (NTE) $2,000,000 to repair the North East fender system at Terminal 18.

Angela Peterson

Assistant Director Central Procurement Office, Port of Seattle

June 25, 2026

June 24, 2026

Matt Lehmann
Manson Construction Co.
PO. Box 24067
Seattle, WA 98124

RE: Letter Contract MC–03022874,
Emergency Repair Construction for Fender Repairs at Terminal 18 NE
Project # N10861

Dear Matt:

This Letter Contract ("Contract") is made and entered into by the THE PORT OF SEATTLE ("Port") with NORTHWEST SEAPORT ALLIANCE ("NWSA") and the Manson Construction Company hereinafter referred to as the "Contractor" for the purpose of effecting immediate emergency construction repairs on the Fender Repairs at Terminal 18 NE at the Terminal 18, 1050 SW, Spokane St. Seattle, WA 98134

The Port and the Contractor mutually agree as follows:

1. SCOPE OF WORK:

   A. The Contractor shall provide all necessary labor, materials, equipment, and otherwise do such things as necessary to accomplish the emergency repair specified in Attachment "A" hereto and or which may be hereafter requested by the Port.

2. SCHEDULE:

   A. The contract time shall commence immediately and continue to the completion date. The total contract time allowed for this work is 131 days.

3. COMPENSATION:

   A. The Port agrees to pay the Contractor on a time and expense basis a sum up to, but not to exceed two million dollars ($2,000,000.00). The payments shall be in accordance with the Schedules of Rates and Charges in Attachment "B." This Public Works project is subject to the latest Washington State Prevailing Wage Rates for Public Works Contracts. This Work is subject to Washington State Sales Tax.

   B. Payment for completed Work as agreed by the Port shall be made monthly, 30 days net, from the date that the request for progress payment is received by the Port. All requests for payment shall be in accordance with the rate schedule.

The material and equipment charges shall be documented. Invoices shall be submitted to the Construction Manager.

C. Retainage. All payments made to the Contractor under this Contract are subject to all laws applicable to the Port in general and to this Contract in particular. Without limiting the generality of the foregoing, the law does not permit the Port to make any payments to the Contractor under this Contract until proper and approved Statements of Intent to Pay Prevailing Wages have been filed with the Port, as required by Paragraph G-04.06 and Section 39.12.040 of the Revised Code of Washington. In addition, the Port will retain five percent (5%) of all earned payment as required by Section 60.28.011 of the Revised Code of Washington.

4. ACCOUNTING RECORDS:

A. Records for costs of labor, materials, equipment and overhead shall be kept in accordance with general accepted accounting standards. The Contractor agrees to make such records and supporting documentation available to any authorized representative of the Port and any Federal Agency or other agencies charged with the administration of grant money from which payment for emergency repairs were made.

5. RESPONSIBILITIES OF THE PORT:

A. The Port shall appoint a Project Manager, Construction Manager, Procurement Officer to the project.

Project Manager: Valerie Huffman	206-507-3631
Construction Manager: Ethan Brittain	206-247-3952
Procurement Officer: Lisa Albanese	206-492-3897

6. RESPONSIBILITIES OF THE CONTRACTOR:

A. The Contractor shall accomplish the Work described in Attachment “A” and as may be later modified in writing by the Construction Manager on an emergency basis. The Contractor designates Matt Lehmann as the Project Manager for the emergency repair Work. Phone: 510-529-1582.

7. INSURANCE:

A. The Contractor, on the first day of response requiring physical presence at a Port facility, shall confirm through an insurance certificate or an email, that they have at least Commercial General Liability Insurance in the amount of $1M in place that will cover all of the Contractor’s operations and activities of whatever nature connected in any way with the above-described emergency repair Work.

The insurance required within this Contract may not fully cover the Contractor for any indemnity obligations the Contractor may have to the Port or others. It is Contractor's obligation to review the scope of the Contract with Contractor's insurance agent or broker to address coverage needs for Contractor. The Port reserves the right to modify and add insurance requirements if the scope of the Contract changes during construction and/or if the Contract is amended or extended beyond original agreed upon completion date.

If the Contractor is required to continue work on Port premises beyond the initial day, they shall provide the coverage and documentation/endorsements shown in Attachment F.

8. PERFORMANCE AND PAYMENT BONDS:

A. Performance Bond

The Contractor shall furnish a duly executed Performance Bond upon a form furnished by the Port. The bond shall be executed by a surety or sureties who appear on the Treasury Department's most current list (Circular 570 as amended), have an underwriting limitation of not less than the Contract total, and be authorized to transact business in the State of Washington. The penal amount of the bond shall be in an amount equal to the Contract Sum and conditioned upon the faithful performance of the Contract by the Contractor within the Contract Time.

B. Payment Bond

The Contractor shall also furnish a duly executed Payment Bond upon a form furnished by the Port. The bond shall be executed by a surety or sureties who appear on the Treasury Department's most current list (Circular 570 as amended), have an underwriting limitation of not less than the Contract total, and be authorized to transact business in the State of Washington. The penal amount of the bond shall be in an amount equal to the Contract Sum and conditioned upon the payment by the Contractor to all laborers, mechanics, Subcontractors, materialmen and all persons who shall supply the Contractor, Subcontractors or Sub-Subcontractors with provisions, equipment, or supplies for the performance of the Work covered by this Contract.

9. INDEMNIFICATION

A. The Contractor shall defend, indemnify and hold harmless the Port and its employees, agents, and commissioners (collectively, the "Indemnified Parties") from all liability, claims, damages, losses and expenses, whether direct, indirect or consequential arising out of the performance of this Contract; provided, however, that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (1) the Indemnified Parties and (2) the Contractor, it

is expressly agreed that the Contractor's obligations of defense and indemnity under this Paragraph shall be effective only to the extent of the Contractor's negligence. This Paragraph shall not be construed so as to require the Contractor to defend, indemnify, or hold harmless the Indemnified Parties from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Indemnified Parties.

B. In any and all claims against the Indemnified Parties by any employee of the Contractor, the indemnification obligation of Subparagraph A above shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for the Contractor under applicable workers' or workmen's compensation, benefit, or disability laws (including, but not limited to the Industrial Insurance laws, Title 51 of the Revised Code of Washington). The Contractor expressly waives (as to the Indemnified Parties only) any immunity the Contractor might have had under such laws, and, by agreeing to enter this Contract, acknowledges that the foregoing waiver has been mutually negotiated by the parties.

10. WARRANTY:

A. Good Workmanship and New Materials. The Contractor warrants to the Port that all workmanship, materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from fault or defect and in conformance with the Contract Documents.

B. Title. The Contractor warrants that title to all Work, materials and equipment covered by a request for a Progress Payment or Final Payment will pass to the Port upon the receipt of payment by the Contractor free and clear of all liens, claims, security interests or encumbrances. Passage of title shall not, however, (1) relieve Contractor from any of its obligations and responsibilities for the Work, equipment or materials, (2) waive any rights of the Port to require full compliance by Contractor with the Contract requirements, or (3) constitute acceptance of the Work, equipment or materials.

C. One-Year General Warranty.

1. If, within one year after the applicable Warranty Start Date (or such longer period of time as may be prescribed by law or the terms of any applicable special warranty required by the Contract Documents), the Work or any specific portion thereof is found to be Non-Conforming Work, the Contractor shall correct such Non-Conforming Work within the time designated by the Port after written notice.

2. Work corrected by the Contractor under this Subparagraph C shall also be subject to the provisions of this Subparagraph for a one-year period from the date the Port accepts the corrected Work.

D. Enforcement. All Subcontractors', Sub-subcontractors', Manufacturers', and Suppliers' warranties and guarantees, express or implied, respecting any part of the Work and all materials used therein shall be obtained and enforced by the Contractor for the benefit of the Port without the necessity of separate transfer or

assignment thereof. When specified in the Contract Documents, the Contractor shall require Subcontractors, Sub-subcontractors, Manufacturers and Suppliers to execute separate warranties and guarantees in writing directly to the Port.

E. Contractor personnel working in any area that requires badging for access shall have identification/access badges and training required for the Warranty period.

11. PERMITS:

The Port shall be responsible to obtain notification and approvals required for the Work to be completed under the Comprehensive Routine Repair Maintenance and Scientific Sampling Permits (CRAMP) which the Emergency Work is being performed.

12. ENTIRE AGREEMENT:

A. This Letter Contract Agreement sets forth the entire Agreement between the parties in relation to the subject matter hereof. This Agreement may be waived, changed, or amended only by written change order executed by both parties hereto.

PORT OF SEATTLE ON BEHALF OF NWSA	MANSON CONSTRUCTION CO. Contractor
Sofia D. Mayo	Matthew Lehmann Digitally signed by Matthew Lehmann DN: C=US, E=mlehmann@mansonconstruction.com, O=Manson Construction Co., CN=Matthew Lehmann Date: 2026.06.25 08:48:03-07'00'
Authorized Signature	Authorized Signature
Sofia Mayo Director Central Procurement Office	Matthew Lehmann Operations Manager / Sponsor

ATTACHMENTS:

A. Scope of work

01 11 00 Summary of Work

B. Schedule of Rates Form

C. Force Account GC Section 8.05, Markup Table, Force Account Tracking Form

D. Performance and Payment Bond forms

E. Insurance Requirements

F. Document 01 35 29 Safety Management

G. Division 01 – General Requirement

01 14 14	Seaport Personnel Identification/Access Control
01 32 19	Preconstruction Submittals
01 35 43	Environmental Regulatory Requirements
01 45 16.13	Contractor Quality Control
01 45 29	Independent Testing and Inspection Service
01 50 00	Temporary Facilities and Controls
01 57 13	TESC Planning and Execution
01 57 23	Pollution Prevention, Planning and Execution
01 74 19	Construction Waste Management
01 74 19a	Attachment A Waste Management Plan Form
01 78 29	As Builts Redline Drawings

Attachment A – Scope of Work

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

A. Contract includes performing in-kind repairs to approximately 450 ft of the northeast most timber fender system to restore a stable and safe condition that can support standard tenant operations. Work will include:

1. Replacement of approximately 25 piles that are broken or shows signs of major damage
2. Replacement of (3) failing ladders
3. Replacement of missing or damaged protective barriers to piles and components as necessary
4. Repair to damaged brow beams and connections
5. Repair to failing hardware and associated appurtenances

1.02 LOCATION

A. The work area is located on the Kinder Morgan property at Terminal 18 – 1050 SW Spokane St., Seattle, WA 98134.

1.03 PROJECT LOGISTICS

A. The Contractor shall have access to the construction site by water.

B. No parking or laydown space onsite.

C. The access may change during the construction of the Contract work and Contractor shall comply with the changes or if notified by the Engineer.

D. Hours of Work/Closures:

1. Standard Project Work Hours

a) Standard Day Shift Work Hours: 0700 – 1530 (7:00AM until 3:30PM), Monday through Friday. The Contractor shall limit activities so there is no disruption to Terminal Operations. The Contractor must comply with noise, dust and other work restrictions. Refer to specification section 01 50 00.

b) Standard Night Shift Work Hours: 2030 – 0500 (8:30PM – 5:00AM), Sunday night through Friday morning. All of the work that is considered disruptive to Terminal operations shall be performed on night shift. This includes but is not limited any disruptive work that does not conform to noise, dust and other work restrictions as described in specification section 01 50 00.

2. Port of Seattle Holidays (Non-Standard Project Work Days)

a. Port of Seattle employees will typically not be working on these days.

b. Contractor shall not plan any meetings, shutdowns, special inspections, site walks, badging, training, drug testing, etc. that require Port personal or supporting services on these dates if the Contractor requests to work on these dates.

(1) Note that working on holidays may require craft labor be paid at higher holiday pay rates according to Collective Bargaining Agreements and/or other labor contracts.

(2) Separate approval for Force Account (Allowance) work to be performed on a holiday shall be obtained from the Engineer in advance.

c. Port of Seattle Holidays (Observed)

(1) 2026: Sept 7, Nov 26, 27 and Dec 24, 25

3. Work outside of the standard work hours or days, as defined in this specification section, can be requested and may be granted by the Engineer. No work outside of the standard work hours or days, as defined in this section, shall be allowed without written approval by the Engineer.

1.04 COORDINATION OF WORK

A. The Contractor shall coordinate all in-water work directly with the U.S. Coast Guard and shall coordinate vessel movements with the Engineer. All other coordination including upland staging and access areas, tribal fishing operations, and other authorized Contractors or agency performing work at the site will be handled through the Engineer.

B. The Contractor shall provide a boat and operator within 20 minutes of request for use by the Port of Seattle and its agents as requested by the Engineer during in-water work activities. Contractor shall provide required safety equipment for passengers in the boat.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

A. Payment for the Work required by this section will be made on a time and material basis.

End of Section

Attachment B – Schedule of Rates

5209 EAST MARGINAL WAY S. • SEATTLE, WA 98134 • (206) 762-0850
MAILING ADDRESS: P.O. Box 24067 • SEATTLE, WA 98124-0067
WA CONTRACTOR'S LICENSE #MANSOCC032M1 • FAX (206) 764-8595

Northwest Published Rate Sheet

CONFIDENTIAL

Effective Dates: 6/1/26 - 5/31/27

Derrick Barges:	2026-2027 Rate	Barge Description
DB Andrew (Hourly Rate)	$ 850.00	80 Ton Capacity @ 33' Radius
DB Southman (Hourly Rate)	$ 850.00	99 Ton Capacity @ 60' Radius
DB Scandia (Hourly Rate)	$ 1,150.00	160 Ton Capacity @ 45' Radius
DB Viking (Hourly Rate)	$ 1,400.00	160 Ton Capacity @ 45' Radius (ABS Barge)
DB 24 (Hourly Rate)	$ 1,650.00	400 Ton Capacity @ 70' Radius

Flat Barges:	Daily Rate	Barge Description
Manson 35	$ 800.00	130'x30'x11'
Manson 38	$ 1,050.00	140'x70'x12'
Manson 30	$ 1,200.00	Spud Barge. 110'x48'x10'
Manson 50	$ 1,550.00	180'x50'x12'
Manson 64	$ 1,550.00	180'x44'x12'

ABS Barges:	Daily Rate	Barge Description
Manson 58	$ 1,750.00	ABS Barge. 180'x54'x14'.
Manson 70	$ 2,850.00	ABS Barge. 225'x55'x14'.
Manson 73	$ 3,550.00	ABS Barge. 250'x76'x17'.

Towboats:	2026-2027 Rate	Towboat Description
Lisa M - Tender (Hourly Rate)	$ 520.00	Less than 1500 HP, Includes 2-man Crew, working up to 12 hour shift. If more than 12 hours additional crew will be necessary. Double time rates are required for Sunday & Holiday work
Harry & Gladys M - Tender (Hourly Rate)	$ 730.00	1,500-2,000 HP, Includes 2-man Crew, working up to 12 hour shift. If more than 12 hours additional crew will be necessary.. Double time rates are required for Sunday & Holiday work
Harry & Gladys M - Line (Hourly Rate)	$ 880.00	1,500-2,000 HP, Includes 2-man Crew, working up to 12 hour shift. If more than 12 hours additional crew will be necessary. . Double time rates are required for Sunday & Holiday work

Other Equipment:	2026-2027 Rate	Equipment Description
Yard Crane (Hourly Rate)	$ 500.00	Includes Wharfage.

Hourly Labor Rates:	Straight Time	Over Time	Double Time
Piledriverman	$130.00	$175.00	$220.00
Piledriverman - Foreman	$140.00	$190.00	$240.00
Crane Operator	$145.00	$195.00	$245.00
Deck Engineer	$140.00	$185.00	$235.00
Boatman - Captain	$135.00	$185.00	$230.00
Boatman - Deckhand	$120.00	$160.00	$200.00

Hourly Staff Labor Rates:	Straight Time		
Field Engineer	$150.00	-	-
Project Engineer	$200.00	-	-
Superintendent	$225.00	-	-
Project Manager	$250.00	-	-

Notes:

All shore side equipment will be quoted on an as needed basis per project.
All rates are based on a minimum 8 hour day.
Prior to starting any work Manson will require a mutually agreed to contract.
The equipment rates exclude mobilization and demobilization.
All other costs incurred while performing work, as approved by the customer shall be reinbursed at cost plus 22% mark-up
Heavy Lift Fee of $35/ton based on heaviest load lifted.
All rates shall be adjusted after May 31th 2027, and annualy thereafter

Attachment C – Time and Material / Force Account Tracking Form

Work will be tracked daily using Port Force Account Sheets. The provided rates already include mark-up. Any additional costs will have the standard 22% mark-up applied.

DATE:		**DAILY FORCE ACCOUNT FIELD DOCUMENTATION**	
PROJECT NAME or WP#:		**FORCE ACCOUNT BID ITEM OR CO #:**	
CONTRACTOR PERFORMING WORK:		**DATE WORK PERFORMED:**	
		REPORT #:	
REPORTED BY:		**CONTRACTOR TRACKING #:**	
LOCATION:	**DESCRIPTION:**		

LABOR		STRAIGHT TIME		OVERTIME		
NAME	TRADE/CLASSIFICATION	HOURS	RATE	HOURS	RATE	AMOUNT
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
				TOTAL LABOR $		0.00

MATERIALS					
DESCRIPTION (Include Size, Type, Manufacturer, Etc..)	VENDOR	UNIT	QTY	PRICE	AMOUNT
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
				TOTAL MATERIALS $	0.00

EQUIPMENT		HOURS		CONTR. OWNED	RENTED	
YEAR/MAKE/MODEL/EQ#	DESCRIPTION	IN USE	STANDBY	BLUE BOOK RATE	RENTAL RATE	AMOUNT
						0.00
						0.00
						0.00
						0.00
						0.00
					TOTAL EQUIPMENT $	0.00
					SUBTOTAL $	0.00
					20% MARKUP $	0.00
SUBMITTED BY - CONTRACTOR/ PRINT NAME	REQUIRED - PORT REPRESENTATIVE/ PRINT NAME				**TOTAL $**	0.00
SUBMITTED BY - CONTRACTOR/ SIGN & DATE	REQUIRED - PORT REPRESENTATIVE/ SIGN & DATE				GC SIGNATURE FOR SUBS (optional)	
Port Representative to Mark if Applicable:		Work witnessed but entitlement to be paid as extra work has not been determined				

The contractor certifies that the contents listed on this sheet are a complete and accurate listing of the Force Account work performed today.

Within 24 hours of work being performed, submit to the Port representative for verification the information provided is an accurate listing of the labor, material and equipment quantities used on this date for the Force Account Work performed. Prices/Amounts on this sheet are not required for verification. Verification by the Port is not an authorization for payment. No later than 30 days following work being performed, this Force Account sheet (Excel version) with prices/amounts and all backup for costs shall be submitted to the Engineer for review.

Attachment E

I. INSURANCE

A. Contractors shall procure and maintain insurance in the following minimum form and limits. All deductibles or self-insurance retentions are the responsibility of the Contractor. Contractors may meet required insurance limits through a combination of primary and umbrella or excess insurance. Any insurance the Port may carry will apply strictly on an excess basis over any applicable insurance the Contractor may carry. Coverage shall not lapse or be terminated without the insurer's written notification to the Port, delivered by mail, not less than thirty (30) days prior to any such lapse or termination. Where identified below, Contractor shall submit endorsements along with a Certificate of Insurance. Contractor shall provide evidence of insurance on each insurance renewal date, throughout the duration of the Contract.

1. Commercial General Liability insurance on ISO Form CG 00 01 10 01 (or equivalent) for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than $2,000,000 per occurrence and $2,000,000 annual aggregate. The insurance shall cover liability arising from premises, operations, products completed operations, and liability assumed under an insured contract. The Contractor's insurance shall be primary and non-contributory with respect to any insurance the Port carries and apply separately to each insured. Port shall be named as an additional insured and shall provide an appropriate endorsement for the Port to approve.

2. Automobile Liability Insurance shall be provided in an amount no less than $1,000,000 per occurrence, on a combined single limit basis for bodily injury and property damage using ISO Form CA 00 01 (or equivalent). The Port shall have a waiver of subrogation submitted to it from the Contractor's insurance company; or the Port shall be included as an additional insured on the automobile policy. Coverage is to extend coverage to all "owned, non-owned, hired, leased, and borrowed automobiles" (as defined on ISO Form CA 00 01. For driving on the secured AOA non-movement area a minimum of $5 Million of coverage is needed or the vehicle/driver must be under escort at all times.

3. Protection and indemnity coverage in the amount of $1,000,000 per occurrence for all work that the Contractor is to complete in (or on) water to include, such as, but not limited to, dredging, dock improvements, crane work, tower improvements, fender piles, and pile driving; and in which the

work will utilize floating docks or platforms, skiffs, boats, vessels, or any other equipment that floats.

1. Coverage shall be written on marine vessel form issued by the American Institute of Marine Underwriters such as the SP-23, the SP-38, and the American Institute of Marine Underwriters (equivalent forms accepted upon review). Insurance coverage shall provide liability coverage for the vessel owners, and the Port of Seattle as an additional insured, on a scheduled basis for each vessel, platform, skiff, boat, or other watercraft which is to be used in the completion of the project whether or not the vessel, dock/platform, skiff, boat, or watercraft is actually owned by the Contractor.

2. Liability coverage shall also extend to property such as materials and equipment to be installed into the project should the property be damaged in part or in whole while on board, or during the course of being loaded or unloaded from the vessel.

3. The Port of Seattle shall be listed as an additional insured on all policies which apply to the vessel(s) used to complete the Work.

4. Contractor's Pollution liability (may not be needed depending on situation) coverage shall be provided for sudden and accidental incidents involving hazardous, toxic, biological, mold, and other pollution related materials. Coverage in the amount of not less than $ 1 million per occurrence/per claim is required. The Port shall be an additional insured on this policy and evidence validating that the Port is an additional insured shall be submitted prior to contract inception. Submission of an insurance certificate that states the Port is an additional insured for this coverage is not acceptable by itself. The actual policy or endorsement that identifies the Port as an additional insured must be submitted to the Port.

    1. In lieu of a contractor's pollution policy, the commercial general liability policy identified above, if endorsed to cover the pollution and hazardous and biological contaminants to the same degree as a standalone policy, will be acceptable, upon by review by Port Risk Management.

B. Contractor is responsible for complying with the Washington State laws that pertain to industrial insurance (Reference Revised Code of Washington, Title 51 Industrial Insurance) for its employees. Contractor shall submit a current

employer liability certificate as issued by the Washington Department of Labor and Industries that shows the status of Contractor's worker compensation account prior to commencing work, including those Contractors who are qualified self-insurers with the state.

C. These requirements apply to the second day and longer following the first day of an emergency declaration; if the Contractor and/or their Broker cannot get the insurance certificate and endorsements the work can continue with the understanding the documents will follow as soon as possible. This is contingent on the Broker sending an email to the Port stating the Contractor can meet the insurance requirements and the endorsements will be provided within the next 2-4 days.

Attachment F – Safety Mananagment

GENERAL

1.01 CONTRACTOR FULLY RESPONSIBLE FOR SAFETY

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

B. The Contractor shall have the sole responsibility for the safety, efficiency, and adequacy of the Contractor's plan, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the Project Site, including safety of all persons and property in performance of the Work. This requirement shall apply continuously, and is not limited to normal working hours. Nothing the Port may do, or fail to do, with respect to safety in the performance of the Work shall relieve Contractor of this responsibility.

1.02 REFERENCES

A. The Contractor shall comply with the following, including all revisions, addendums, and amendments thereto:

1. Port of Seattle Construction Safety & Health Manual
2. Federal Occupational Safety and Health Act of 1970 (OSHA)
3. Washington Industrial Safety Act of 1973 (WISHA)
4. State of Washington, Office of the Governor Proclamations.
5. Department of Labor and Industries Department of Occupational Safety & Health (DOSH) directives.
6. The requirements of the following chapters of the Washington Administrative Code (WAC):
    a) Chapter 296-24 WAC General Safety and Health Standards.
    b) Chapter 296-62 WAC General Occupational Health Standards.
    c) Chapter 296-155 WAC Safety Standards for Construction Work.
    d) Chapter 296-800 WAC Safety & Health Core Rules
7. Revised Code of Washington (RCW) 70.02 Health Care Information Access and Disclosure
8. ANSI/ASSE Standards
9. Americans with Disabilities Act (ADA)
10. Center for Disease Control (CDC)
11. Washington State Human Rights Commission (WSHRC)
12. United States Equal Employment Opportunity Commission (EEOC)

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

1. Local Building, Construction, and Health Codes
2. Port Fire Department Standards
3. NFPA 70E
4. National Electrical Code

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

1.03 DEFINITIONS

A. Manager, Construction Safety Services

An employee of the Port or designated consultant who is responsible for the day-to-day management of the Port of Seattle's Construction Safety Program, and such agents, including the Field Safety Manager, as authorized to act in his/her behalf.

B. Field Safety Manager

An employee of the Port or designated consultant who conducts and monitors jobsite inspections and verifies Contractor compliance with identified corrective actions.

1.04 SUBMITTALS

A. Site Specific Safety Plan per subsection 1.05A.

B. Site Specific Chemical Exposure Plan prepared by a Certified Industrial Hygienist for any products containing isocyanates, methylene chloride, Hydrofluoric Acid, lead, silica, and processes involving floor sealers, traffic coatings, terrazzo sealers, or specialty paints. The plan shall include employee exposure control methods, isolation methods to prevent spread of chemicals outside the work area and safeguarding of the public.

C. Drug and Alcohol-Free Workplace Plan per subsection 1.07.F.

1.05 CONTRACTOR RESPONSIBILITIES

A. SITE SPECIFIC SAFETY PLAN

1. The Contractor shall submit, for the Port’s review and comment, a Site-Specific Safety Plan in connection with the Work. The submittal shall be made in accordance with Section 01 32 19, Pre-Construction Submittals. An outline of the matters to be address in the Safety Plan is set forth in Appendix A to this Specification. The Port’s review of, or comment on, the Safety Plan shall not, in any way, relieve the Contractor of any responsibility or liability for the Safety Plan. Delay in submitting a written safety plan will not constitute grounds for a contract schedule extension or delay claim.
2. The Port will not issue a Notice to Proceed (NTP), until the Safety Plan submittal has been Accepted by the Engineer and Manager of Construction Safety Services.

B. GENERAL OBLIGATIONS

The Contractor is responsible for accident prevention and job site safety. This responsibility cannot be delegated to Subcontractors, suppliers, the Port, or other persons. To this end, the Contractor shall:

1. Promote a safe and healthy work environment.
2. Provide an accident prevention program.
3. Promote training programs to improve the skill and competency of all employees in the field of occupational safety and health.
4. Instruct all employees of safe work methods and practices when assigning work.
5. Ensure that employees have and use the proper protective equipment and tools for the job.
6. Ensure that all heavy equipment operators (i.e. cranes, loaders and forklifts) are properly qualified and trained on the specific piece of equipment in use.
7. Plan and execute all work to comply with the stated objectives and safety requirements contained in the contract provisions, Federal, State, local laws and regulations, and industry standards.
8. Cooperate fully with the Port and its Consultants and insurers (if applicable) in connection with all matters pertaining to safety.
9. Maintain an orientation program for new employees, including subcontractor employees, that includes at a minimum, a review of:
    a) Potential hazards in the work areas
    b) Required personal protective equipment and apparel
    c) The following prohibited conduct shall result in the immediate removal from the project: gambling, fighting or horseplay, possession of firearms, alcohol or illegal use, possession or sale of a controlled substance or being under their influence.
    d) Emergency procedures
    e) Hot Work procedures
10. Perform documented daily inspections of the project and provide in the Contractor Daily Report. Review and direct immediate action to correct any substandard safety conditions or practices, including those of any Subcontractor, regardless of classification.
11. Hold a minimum of one weekly scheduled safety meeting with its employees. Such meetings shall include a discussion of all observed unsafe work practices or conditions, a review of the accident experience and all corrective actions. The Contractor shall encourage safety suggestions from employees.
12. Hold a minimum of one monthly all-hands safety meeting with its employees, and subcontractor employees - subcontractors at any tier. An agenda shall be prepared and distributed for this meeting. The meeting

shall include a safety update, and pertinent safety information for upcoming work. The Contractor shall encourage input and involvement from the subcontractors.

13. Ensure prompt medical treatment is administered to any injured employee.

14. Undertake a complete investigation of all accidents and implement corrective action to prevent a recurrence.

15. Prepare and implement a site safety plan as set forth in Paragraph 1.05. A hereof.

16. Comply with the Administrative Procedures set forth in Paragraph 1.08 hereof.

17. Provide the Engineer and Manager of Construction Safety Services with copies of all DOSH citations immediately upon receipt.

18. Ensure that all of its subcontractors, suppliers, etc., are provided with a copy of this specification and are informed of their obligations regarding safety.

19. Ensure that all Contractor and subcontractor personnel at any tier have completed a one and one-half (1 ½) hour Port of Seattle Construction Safety Orientation to be held by the Port of Seattle at a time and location to be to be specified by the Port, prior to commencing work. The time expended and any associated costs such as travel time, parking, and other expenses are to be borne by the Contractor.

C. CONTRACTOR SAFETY REPRESENTATIVE(S) RESPONSIBILITIES:

1. It is recognized that the responsibility for safety lies with the Contractor. Each Contractor shall appoint an individual(s) responsible for safety on each contract. The individual(s) must be employed in a supervisory position, empowered by their employer to take corrective action; be present on the project while work is being performed; and spend the amount of time necessary to ensure the Contractor's compliance with safety requirements.

2. One or more individual(s) shall perform the safety representative duties, as defined below, including:

   a) Fulltime Safety Professional or Site Safety Officer

      (see paragraph F. Determination)

3. Safety inspections shall be performed and documented for each shift worked, by the Contractor's safety representative(s).

4. The Contractor shall submit a resume of the experience and qualifications for the proposed Safety Representative(s) as part of the Safety Plan submittal. The Port will review the resumes and a personal interview may be required. The Port may reject anyone it deems "Not Qualified."

5. The Contractor Safety Officer/Professional(s) shall be primarily responsible for ensuring Contractor's compliance with the safety requirements provided in this Division. Without limiting the generality of the foregoing, the Contractor Safety Officer/Professional(s) shall:

a) Review all subcontractor and sub-tier contractor's Site Specific Safety Programs and Job Hazard Analysis (JHA) for compliance with applicable POS Construction Safety, State and Federal Standards and ensure that they receive a copy and are briefed on Document 01 35 29 Safety Management.

b) Perform a site-specific safety orientation for all employees, subcontractors and sub tier contractors prior to beginning work. This is in addition to the Port's safety orientation.

c) Perform daily safety inspections of the Contractor and Subcontractor's project to evaluate the project for unsafe conditions and/or practices, and take the appropriate corrective action when required.

d) Immediately report all injuries of personnel, vehicles incidents, "Near Miss" incidents and property damage to Engineer and Manager, Construction Safety Services and ensure immediate corrective action is taken. Assist in the preparation of all accident investigations and ensure reports are submitted through the Correspondence workflow within 24-hours.

e) Ensure meaningful, weekly safety meetings are held for all on-site employees. Provide the job foremen with appropriate training materials to conduct weekly "tool box" safety meetings and attend safety meetings to evaluate their effectiveness. Maintain documentation of topics discussed and attendees, with copies submitted to the Engineer or included with Contractor Daily Report.

f) Be responsible for the control, availability, and use of necessary safety equipment, including personal protective equipment and apparel for the employees.

g) Shall attend a monthly safety committee meeting scheduled by the Manager of Construction Safety Services to discuss and resolve relevant issues related to safety and health on Port of Seattle projects.

D. FOREMAN SAFETY RESPONSIBILITIES:

1. Foremen are key individuals in an effective safety program. Their pro-active efforts toward accident prevention on their daily assignments help determine the degree of safety that exists on the job. A foreman's safety responsibilities include the following as a minimum:

a) Inspect his/her assigned job areas to ensure that unsafe acts or conditions are identified and corrected

b) Ensure that health and safety requirements are adhered to and enforced

c) Provide and require the use of proper personnel protective equipment and suitable tools for the job

d) Set a good example for his/her crew in the matter of safety

e) Ensure that orderliness and good housekeeping are maintained

f) See that his/her assigned crew is properly instructed in the safe work practices when assigned to job tasks

g) Investigate all accidents that occur in areas under their direction to determine facts necessary for corrective actions

h) Promptly assist in the completion of accident reports per contract requirements

i) Conduct weekly toolbox safety meetings with personnel to discuss unsafe work practices and conditions identified

j) Review accident investigations and corrective actions implemented

k) Encourage personnel to make suggestions regarding safety and to pass these on to supervision

l) Ensure that prompt first aid is administered

E. QUALIFICATIONS

1. Fulltime Safety Professional qualifications include:

a) Shall have no other duties.

b) Must be employed in a supervisory position, empowered by their employer to take corrective action.

c) An individual possessing a minimum of five years progressive experience managing safety programs on large construction projects comparable to this contract in scope and complexity.

d) Be knowledgeable concerning all federal, state, and Port of Seattle regulations applicable to construction safety.

e) Possess “Competent Person” certification in construction safety disciplines related to the work performed and possess verifiable training. This individual shall also be responsible for identifying “Competent Persons” required by State and Federal safety standards for which they are not certified.

f) Have successfully completed the OSHA 500 Safety and Health Course. This requirement may be waived in lieu of a safety and health degree or professional safety certification.

g) Training and current certification for CPR and First Aid is preferred.

h) Be capable of performing accident investigations and developing a concise report.

i) Is proficient in the development and presentation of “tool box” meetings and safety training.

2. Site Safety Officer qualifications include:

a) An individual assigned to perform safety functions on any contract not requiring a Fulltime Safety Professional. This can be a collateral duty position held by a supervisor. Safety duties shall take priority over other collateral duties.

b) Must be employed in a supervisory position, empowered by their employer to take corrective action.

c) Possess a minimum 5 years progressive experience with construction safety responsibilities.

d) Be knowledgeable concerning all federal, state, and Port of Seattle regulations applicable to safety.

e) Have successfully completed the OSHA 30-hour Safety & Health Course.

f) Possess “Competent Person” certification in construction safety disciplines related to the work performed and possess verifiable training. This individual shall also be responsible for identifying “Competent Persons” required by State and Federal safety standards for which they are not certified.

g) Be trained in, and possess current certification for CPR and First Aid.

h) Possess verifiable training and be capable of performing accident investigations and developing a concise report.

i) Possess verifiable training in the development and presentation of “tool box” meetings and safety training.

F. DETERMINATION

1. When the number of personnel on any shift is under 40 (including Subcontractor employees), the Contractor’s safety representative will meet the definition of “Site Safety Officer” as defined above for each shift.

2. For Contractors with a total of 40 or more personnel (including Subcontractor employees) on any shift, a Fulltime Safety Professional as defined above shall be required for each shift.

3. For each additional 75 employees (including Subcontractors employees) on any shift, a second Fulltime Safety Professional shall be required.

4. At the Port’s discretion the requirements for Contractor safety personnel can be reviewed and action taken to decrease or increase the number of individuals.

5. Contractor Safety Officer/Professional(s) not performing their duties in accordance with this document, shall be replaced at the Port’s discretion by an individual meeting the requirements of this section. In addition, the Contractor Safety Officer/Professional(s) may not be removed from this contract or replaced without the Port’s advanced written approval. The Contractor shall notify the Engineer and Manager of Construction Safety Services when this person(s) cannot be on duty while work is being performed and shall submit the name(s) and qualifications of the individual assigned to perform said duties.

G. ACCIDENT PREVENTION

1. The Contractor has the responsibility to correct hazardous conditions and practices. When more than one Contractor is working within a given job site, any project management personnel shall have the authority to take

action to prevent physical harm or significant property damage. If it is determined there is “Imminent Danger” the Contractor shall:

a) Take immediate action to remove workers from the hazard and stabilize or stop work until corrective actions can be implemented to eliminate the hazard.

b) Immediately identify and implement corrective action to eliminate the hazard.

c) Immediately notify the Engineer, and Manager of Construction Safety Services or others as necessary. The Engineer will notify the proper authorities if the damage cannot be promptly corrected and could develop into an emergency.

d) Each worker shall immediately report any condition suspected to be unsafe or unhealthy to their job foreman or safety representative. If there is no resolution of the concern at that level, the employee shall report the concern to the Engineer and Manager of Construction Safety Services.

H. ON SITE FIRST AID

1. This section is designed to assure that all employees in this state are afforded quick and effective first-aid attention in the event of an on the job injury. To achieve this purpose the presence of personnel trained in first-aid procedures at or near those places where employees are working is required. Compliance with the provisions of this section may require the presence of more than one first-aid trained person.

a) Each employer must have available at all worksites, where a crew is present, a person or persons holding a valid first-aid certificate.

b) All crew leaders, supervisors or persons in direct charge of one or more employees must have a valid first-aid certificate.

c) For the purposes of this section, a crew means a group of two or more employees working at any worksite.

Additionally, the Contractor shall:

d) Post emergency procedures which shall include telephone numbers and locations of facilities including, but not limited to, hospitals, physicians, police, fire and emergency medical services, in conspicuous locations at the job site and at all telephone locations.

e) Provide in a readily accessible location, first-aid supplies of sufficient size and number to handle common first-aid incidents.

f) Identify personnel qualified to render first aid with suitable emblems affixed to the rear of their hard hats for identification.

g) Regularly discuss actions to be taken during emergencies with the Contractor's supervisory personnel and at "tool box" safety meetings.

1.06 PORT OF SEATTLE'S RIGHTS

A. INSPECTIONS/INVESTIGATIONS

1. The Port may, in any reasonable manner, observe and inspect the Contractor's safety and accident prevention procedures for all activities and personnel working at the construction sites, including the Contractor, subcontractors, visitors, and materials or equipment suppliers. This specifically includes, but is not limited to, the right to attend all safety meetings.

2. The Port shall receive written copies of accident or incident reports completed by the Contractor within 24-hours of occurrence through the Correspondence workflow, using the accident investigation reports found in the Port of Seattle Construction Safety & Health Manual or contractor equivalent. This reporting shall include but not be limited to those reports prepared pursuant to OSHA and/or DOSH regulations.

3. The Port may, in any reasonable manner, observe or participate in any accident investigation conducted by the Contractor or anyone performing work for, on behalf of or under the Contractor. The Port may also, at its sole discretion and in any reasonable manner, undertake its own accident investigation.

B. CORRECTIVE ACTIONS/STOP-WORK

1. The Port shall have the right to require the Contractor to address unsafe working conditions, including taking corrective action when unsafe working conditions are observed (i.e., lack of good housekeeping practices, use of equipment in obviously poor condition, failure to adhere to statutory construction regulations, failure to follow Hot Work procedures etc.).

2. The Port shall have the right to require the removal from the work site of any person, property or equipment that, in the Port's opinion, is deemed unsafe.

3. The Port shall have the right to require the Contractor to immediately cease any action and/or stop the Work (or any portion thereof) in the event that any condition exists that, in the Port's opinion, constitutes an imminent danger or serious harm.

4. The Port shall have the right to suspend the Work (or any portion thereof) pending the completion of any accident/incident investigation, whether undertaken by Contractor, the Port or others.

C. PORT'S ACTION/INACTION DOES NOT RELIEVE CONTRACTOR

1. Nothing the Port may do, or fail to do, with respect to safety in the performance of the Work shall relieve the Contractor of its responsibility to comply strictly with this Division and all standards referenced in Section 1.02 of this document.

D. PORT'S ACTION/INACTION NO BASIS FOR ADJUSTMENT

1. The Port's exercise of any rights under this Paragraph 1.06 shall not be a basis for any adjustment in the Contract Price or Time.

E. PORT OF SEATTLE INCLUDES CONSULTANTS

1. As used in Document 01 35 29 the terms "Port of Seattle" and "Port" specifically includes the Port's designated consultants.

1.07 PORT MANDATED SAFETY REQUIREMENTS

A. Prior to Notice to Proceed (NTP), the Contractor's Project Manager and Safety Representative shall meet with the Engineer and Manager of Construction Safety Services to review and discuss the safety requirements of this contract.

B. SPECIFIC SAFETY PROVISIONS

1. In addition to Federal, State, and Local regulations pertaining to operations and safety, the Contractor shall adhere to the following Port mandated safety requirements:

a) Asbestos and Contractor Personnel Asbestos Training: Ensure that all Certified Asbestos workers have current certifications, and ensure that all other site workers, including subcontractors, have received the initial and annual Asbestos Awareness training prior to the start of work.

b) Entry into Confined Spaces: Work on this project may require entry into confined spaces as defined by WAC 296-809. The Contractor shall read and follow the requirements of the Port of Seattle's Confined Space Entry Program, as found in the Port of Seattle Construction Safety and Health Manual. The Contractor's Confined Space Entry Program must meet or exceed these requirements.

1) The Contractor shall provide the Engineer a copy of its Confined Space Entry Program as part of the Contractor's Safety Plan Submittal. As part of this submittal, the Contractor shall complete the "Confined Space Entry Program Certificate" (Appendix B).

2) Should the Contractor employ subcontractors to work in confined spaces it shall be the Contractor's responsibility to submit the required documentation for each subcontractor.

3) No work shall be allowed to start in a confined space until the required submittals have been made. In the event the Contractor does not comply with these regulations,

ACCESS WILL BE DENIED and the Engineer notified. Delays caused by failure to submit the required documentation shall not be considered a reason for extension of contract time.

c) Electrical - Safe Clearance Procedures

1) Entry into High Voltage Areas: Work on this project may require entry into manholes, vaults, electrical rooms or other High Voltage areas.

2) In the event entry is required, the Contractor is obligated to identify any High Voltage areas that may be involved in the project and immediately notify the Engineer if they have not been properly identified. Before entry into a High Voltage work area the Contractor shall notify the Engineer and contact Seaport Electrical Shop at (206) 787-3350.

d) Working at Heights Fall Protection

1) Adhere to WAC 296-880 Unified Fall Protection Standard.

2) Develop Site Specific Fall Protection plan for heights of 10 Feet or greater.

3) Train employee how to recognize fall hazards and how to protect workers exposed to a fall hazards.

4) Coordinate access to Port roof top fall protection anchor systems with Port Health and Safety Program Manger by calling working at heights Hotline: 206-787-6875.

e) Fire Prevention: The Contractor shall ensure that fire prevention measures on-site are in accordance with OSHA, DOSH, NFPA and POS standards. Approved safety cans shall be used for flammable and combustible liquids. Signs and fire extinguishers shall be provided where required.

f) Traffic Control: Ensure compliance with Section 01 55 26 Traffic Control.

g) Hazardous Materials: Ensure compliance with Section 01 57 23 Pollution Prevention Planning and Execution.

h) Open Flame Devices: Prohibit the use of unapproved fuel-burning types of lanterns, torches, flares or other open-flame devices on Port property.

i) Hot Work Permit:

1) Seaport: Open Flame Welding and spark producing equipment and tasks require the Contractor to implement a formal “Hot Work Permit” Program outlined in the Port of Seattle Construction Safety and Health Manual. Cutting and Welding tasks also require the Contractor to secure a “Hot Work Permit” from the Seattle Fire Department or US Coast Guard in accordance with Supplementary Conditions 00 80 00 Article SC-04.12 Permits, Licenses, Fees and Notices.

j) Liquid propane storage and use below grade is prohibited.

k) Excavating & Trenching: Coordination with the Engineer shall be required for work performed on the site.

l) Construction activities that pose a potential risk of exposure to contaminated soil (such as excavations) shall be supervised by personnel who have both a current 40-hour Hazardous Waste certification, and an 8-hour Hazardous Waste Supervisor's certification. These individuals shall be able to identify the potential need for upgrading the level of health and safety protection. All personnel working in direct contact with contaminated soil shall have a current 40-hour Hazardous Waste certification and medical monitoring, as required in Hazardous Waste Operations, Chapter 296-843 WAC and in accordance with OSHA regulations. The plan shall also include emergency procedures and medical treatment, fire protection, Job Hazard Analysis (JHA), and PPE requirements.

m) The Contractor is responsible for soil sampling and air monitoring to determine hazards and exposures to their employees.

n) Safety plan shall include guidelines for the protection of construction-related workers against occupational musculoskeletal injury risk factors arising from operations connected with the construction, maintenance and repair, and demolition of structures, using a hierarchy of controls. Manual Material Handling, Body Positioning and Dynamic Stretching shall be addressed. Contractors will need to consult with their Safety Professionals to determine which tasks require an ergonomics prevention program and which selection of controls are needed to minimize injury.

o) As defined in WAC 296-155 – Part L, individuals involved in operating hoisting equipment, including but not limited to cranes, boom trucks, and forklifts so configured, shall possess recognized certification. Additionally, qualified riggers and signal persons shall also possess recognized certifications. Copies of the certification(s) shall be submitted in accordance with Section 01 32 19 Pre-Construction Submittals.

p) Personal Protective Equipment Policy: To reduce the possibility of injuries, the Contractor shall implement a policy that requires 100% use of hardhats, safety glasses, and gloves for all personnel under their control (except when inconsistent with a reasonable site accommodation that complies with applicable L&I, worker safety, and jobsite safety laws and regulations). It is the responsibility of the Contractor to supply the proper personal protective equipment for the task.

q) Reasonable Site Accommodations

1) Contractors shall provide reasonable site accommodation(s) for personnel, including Port forces, that cannot wear required Construction Site PPE due to disability or religious beliefs. Reasonable notice will be provided by the Engineer

to coordinate site visits for individuals requiring an accommodation.

2) The Contractor shall cooperate and coordinate an alternate site PPE policy to accommodate non-construction job duties by Port forces or Tenants within the work area, as directed by the Engineer.

3) These accommodations may include but are not limited to: providing access to the job site when no construction work is being performed and no construction hazards are present, and providing construction free corridors and work spaces free of all recognized construction hazards.

r) Protection of the Public: The Contractor shall submit a plan for the protection of the public on or adjacent to construction and demolition operations. This plan shall include, but not be limited to, barricades, fencing, and signage. "Public" is defined as anyone not associated with the project - general public, POS and tenant employees.

s) At the Port's request, provide safety awareness training for Contractor supervisory personnel and Port management in one or more of the following: cranes & rigging, electrical, fall protection, trenching & excavation, steel erection, heavy equipment, public protection.

t) Powder-Actuated Fastener Tools: Safety plan shall include procedures to comply with Port requirements per Section 01 31 13 - Project Coordination; paragraph 1.07.

C. DISCIPLINARY ACTION MATRIX:

1. Defining "The Plan"

a) The object of this matrix is to consistently and effectively control safety hazards such as unsafe acts, and unsafe conditions that lead to injuries of employees, the general public, or that cause property damage.

b) The matrix also provides a basis for the Contractor's program by standardizing how safety infractions committed by those employees will be handled.

c) All employees of the Contractor, subcontractor, sub tier contractor, vendor, or tenant are covered under this matrix regardless of classification.

d) Damage to equipment or property due to unsafe act or using damaged equipment.

e) Listed are the minimum requirements for discipline. The Contractor has the right to incorporate more stringent procedures from their corporate policy into this matrix. The Contractor shall not submit two Disciplinary Action Programs.

f) Individuals observed by the Contractor's management shall be disciplined under this matrix.

g) Individuals observed by the Port of Seattle management shall also be subject to disciplinary action. POS management shall immediately contact the Contractor's management or provide written information to the Contractor's management as to violation, time, date, employer, and employee.

h) The Contractor's Safety Manager shall perform the act of documenting and distributing the "Written Violation Notice."

2. Defining "Violation"

a) Violations are defined as:

b) "General Violations" are considered to be those infractions that may not cause serious injury or illness to an individual but are still violations of written safety policies and procedures. Examples include housekeeping, unregulated ACM incidents, property damage, mushroomed tools, etc. "General Violations" do not necessarily require a written warning unless they become classified as "Repeat Violations."

c) "Serious Violations" are those violations that if left uncorrected could cause serious injury or illness to an individual. Examples include employees exposed to fall or impalement hazards or serious bodily harm.

d) "Imminent Danger" are violations/situations that will most likely cause permanent disability or death to an individual. Examples can include falls, electrical, or trenching hazards and unsafe equipment.

e) "Repeat Violations" are situations that arise as a result of a previously identified infraction not being abated in the time frame required or numerous violations of the same classification. "Repeat Violations" can also be defined as a situation where one supervisor has multiple employees working under their direction who are in violation of a written Federal, State, project, or company policy.

f) Violations are not limited to the examples listed above.

NOTE: An "employee" may be removed from the project at any time for a safety violation that endangers his life or the life of a fellow employee.

3. Defining "Employee"

a) As mentioned earlier, all employees of the Contractor, subcontractor, vendor, or tenant are included in this program.

b) Job title classifications can include but are not limited to trades person, foreman, supervisor, superintendent, etc.

c) Any person (s) directly reprimanded for their own actions or inactions, regardless of their position, shall be reprimanded as a "Worker."

4. Defining the "Procedure"

a) Individuals observed committing infractions of written Federal, State, site, or company safety policies shall be brought to the attention of the Contractor's management.

b) The contractor shall in a timely manner, notify the identified employee(s) that they are in violation of written safety rules or procedures and shall abate the hazard.

c) In the event of "Imminent Danger or" a "Serious Violation", the Contractor or POS shall immediately notify and remove the employee(s) from the hazardous situation.

d) The Contractor shall provide timely written warning to the identified individual(s), as well as the direct supervisor and superintendent of that individual(s). The supervisor's names shall be recorded on the "Written Violation Notice."

e) To discourage "Repeat Violations" or supervisor apathy, the supervision is subject to disciplinary action as stated in the matrix.

f) The Contractor shall utilize the "Written Violation Notice" provided in this section.

5. Defining the "Results"

a) Personnel (including supervisors) receiving a Written Violation Notice shall be retrained in the appropriate standard or procedures. Said training shall be documented in writing and submitted to the Engineer.

b) Written Violation Notices received will remain in force for the duration of the project.

c) Removal from the project of an "employee" for a minimum of 3 working days.

d) Removal of an "employee" from any Port of Seattle project for one year.

e) Written notice sent to the appropriate corporate president.

f) Copies of all "written violation notices" are to be submitted to the Engineer with a copy forwarded to the Manager of Construction Safety Services within 24-hours of issuance of notice.

DISCIPLINARY ACTION MATRIX

FOCUS POINT /INCIDENT	1ST VIOLATION	2ND VIOLATION	3RD VIOLATION	NOTES
Worker	Verbal & Written Notice	3 Days Off	Removed From POS Projects For One Year	
Worker's Direct Foremen	Written Notice	Written Notice	3 Days Off	3 Worker Lay-offs = Removal From POS Projects For One Year
Worker's Direct Superintendent	Written Notice	Written Notice	Written Notice to Sub/Prime Superintendent and President of Sub/Company	3 Worker Lay-offs = 3 Days Off For Superintendent
Prime Contractor's Superintendent	Written Notice	Written Notice	Written Notice to President of Prime Company	3 Worker Lay-offs = 3 Days Off For Superintendent*

*Document 01 35 29 - Safety Management, this individual may also be removed from the project.

DISCIPLINARY ACTION MATRIX

WRITTEN VIOLATION NOTICE

PROJECT NAME: _____ PROJECT #: _____

CONTRACTOR: _____

EMPLOYEE BEING REPRIMANDED _____

DATE: _____ TIME: _____

VIOLATION:

_____
_____
_____
_____
_____

TASK BEING PERFORMED:

_____
_____
_____
_____
_____

CORRECTIVE ACTION/TRAINING REQUIRED:

_____
_____
_____
_____
_____

WITNESS: _____

FOREMAN: _____

SUPERINTENDANT: _____

GC SUPERINTENDANT: _____

FIRST NOTICE: _____ SECOND NOTICE: _____ THIRD NOTICE: _____

EMPLOYEE LAY-OFF OR REMOVAL REQUIRED (YES/NO): _____

WRITTEN NOTICE TO COMPANY PRESIDENT REQUIRED (YES/NO): _____

ISSUED BY: _____ COMPANY: _____

D. SAFETY PERFORMANCE

If the Contractor experiences ongoing safety concerns such as a Lost Work Day Case or Recordable Incident Rate greater than the Bureau of Labor Statistics National Average for Construction, experiences repeated violations of safety & health rules and regulations or “Imminent Danger” situations, or fails to abate violations in a timely manner, the Contractor shall be subject to the following action at the Ports discretion:

1. Removal and replacement of management personnel.
2. Submit a written Safety Recovery plan to the Engineer and Manager of Construction Safety Services detailing what changes will be made to their safety program and a timeline as to when the changes will be implemented.
3. Hiring an independent safety consultant who shall audit the Contractor’s procedures and operations. The consultant shall compile a plan detailing what changes the Contractor shall implement. This report shall be submitted to the Engineer, Construction Program Leader, and Manager of Construction Safety Services.
4. Notwithstanding 01 35 29 paragraph 1.05 (B)(9)(c), Disciplinary Action Matrix, above in 1.07 (C)(2), shall be used for determining the appropriate corrective action.
5. Conduct a “Safety Stand Down” (suspend all work or any portion thereof) in accordance with the provisions of the General Conditions 00 70 00, Article G-10-04 Port’s Right to Stop the Work for Contractor Non-Performance Suspended work shall not be allowed to resume until the Contractor has completed the following actions for review and acceptance by the Engineer:
    a) Hazardous conditions leading up to the Safety Stand Down shall be abated.
    b) Training of such type and duration shall be conducted to educate personnel on the awareness of, identification of, and correction of hazards leading up to the stand down.
    c) Document the completion of items a. and b. above.

E. TOUR GUIDELINES

1. It is imperative that the highest degree of protection is afforded to all individuals touring any Port construction site. The following guidelines have been prepared as general instructions for the organization, direction and safe conduct of such tours:
    a) Escorted Visitors: While on the job site, non-construction personnel or groups shall be accompanied at all times by an authorized representative, the Engineer, the Contractor or other designee familiar with the job site.
    b) Notification and Tours: Personnel tours including technical inspections need to be cleared through the Engineer, allowing maximum advance notice. The Engineer shall be consulted to coordinate the tour plan, identify specific rules, and to ensure necessary safety precautions are taken.

c) Safety Enforcement: Before entering a job site, all visitors must be informed regarding the need for careful, orderly conduct and notified of any special hazards that may be encountered.

d) Personal Protective Equipment: All visitors and tour groups must comply with proper dress, footwear, personal protective equipment or other safety requirements deemed appropriate.

F. DRUG AND ALCOHOL-FREE WORKPLACE PLAN

The Contractor shall implement a Drug and Alcohol-Free Workplace Plan. At a minimum the plan shall include the following:

1. A plan that screens for alcohol and drugs that may impair a worker's ability to perform their work on site in a safe and effective manner.

2. Procedures to prevent drug or alcohol impaired workers from accessing Port of Seattle project sites or performing project work.

3. Contractor Screening Program, which shall include:

a) Preemployment Screening

b) Post Incident Screening

c) Reasonable Suspicion/Cause Screening

The contractor shall submit a copy of their Drug and Alcohol-Free Workplace Plan to the Port of Seattle for review.

1.08 CONTRACTOR ADMINISTRATIVE PROCEDURES

A. PROJECT SAFETY INSPECTIONS

1. Unsafe conditions or acts having the potential to cause bodily injury or property damage are classified as either "Imminent Danger" or "Serious." In either case, action shall be taken immediately to correct the situation. Any item(s) that cannot be corrected immediately are required to be abated within 24-hours of notification. In the interim, other steps shall be taken to insure the safety of employees or the public.

2. The Construction Safety Inspection Report (CSIR) will be used by the Port Construction Safety Management as the field report for recording the Safety Manager's observations in Section One (see Appendix D).

The following instructions apply to the use of this form:

a) Contractor's Corrective Action (Section Two): The Contractor shall note the action taken to abate the observation. If an item is abated immediately, it will be so noted in Section One by the Port Safety Manager.

b) Date Corrected: The Contractor, upon completion, shall enter the date in the appropriate column.

c) Submittal Procedure:

1) Projects utilizing CMS will use this system to transmit the CSIR Form between the Port and the Contractor until the observation is satisfactorily resolved.

i. Email will be used on projects not utilizing CMS

2) When corrective action has been completed, the Contractor's Project Manager or Designee will electronically sign and date the form and return it to the Engineer.

3) The Engineer will review the form and follow-up to ensure the "Contractor's Corrective Action" has been addressed, verifying each item corrected.

4) The Engineer will discuss the noted observations at the Weekly Contractor Progress Meeting.

5) The completed CSIR form shall be returned to the Manager of Construction Safety Services within five working days.

B. ACCIDENT INVESTIGATION AND REPORTING PROCEDURES

1. All accidents and incidents occurring from operations or work performed under the contract shall be reported, verified, investigated, and analyzed as prescribed by the Port of Seattle Construction Safety & Health Manual. Contractors and other individuals involved in the work shall instruct employees and other personnel to follow these procedures if someone is injured.

a) Seek medical assistance for anyone injured. The injured person's supervisor will see that first-aid is administered.

b) When a serious accident or emergency occurs/exists, secure the incident area tightly and quickly except for rescue and emergency personnel.

c) Send individuals as required, to assist or direct any emergency personnel arriving on the site.

d) The accident scene shall not be disturbed until released by the Incident Command or Manager of Construction Safety Services, except for circumstances where "Imminent Danger" exists to those performing any emergency services.

e) Immediately notify the Engineer and Manager of Construction Safety Services regarding any accident or injury requiring more than First Aid treatment, any third-party incident, or any equipment or property damage estimate in excess of $1,000. Notify the Engineer and Manager of Construction Safety Services of all other incidents including near miss incidents as soon as possible following the event.

f) Washington State Department of Labor and Industries must be notified immediately by the Contractor in the event of an accident involving the death or hospital admission of any employee.

g) Employees must report all injuries or occupational-related illnesses as soon as possible to their employer or immediate supervisor.

h) A detailed written report, identifying causes and recommending corrective action, must be submitted to the Engineer and Manager, Construction Safety Services within 24 hours through the

Correspondence workflow. No supervisor may decline to accept a report of an injury from a subordinate.

i) Within 48-hours of a Recordable or Lost Work Day Case Injury, incident involving 3rd party, or property damage incident, the Contractor shall meet with the Engineer and Manager of Construction Safety Services. The meeting shall discuss the status of the injured employee, the root cause of the incident, corrective action implemented, the Job Hazard Analysis, and retraining of the employee and supervisor.

j) Report all accident exposures and near miss incidents that occur on the job site through the Correspondence workflow. These records are to be maintained and submitted to the Engineer or other designated authority upon request and shall include but not be limited to:

1) First-aid injuries not reported on the OSHA No. 300 Form.

2) The Contractor's OSHA 300 Form.

k) The above information shall be provided only to authorized personnel including the Engineer and Manager of Construction Safety Services.

l) All questions from the media regarding any incident occurring on site shall be referred to the Port's Public Affairs Manager via the Engineer.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

A. Payment for the Work required by this section will be made on a time and material basis.

End of Document

APPENDIX A

SAMPLE CONTRACTOR'S SAFETY PLAN

The Contractor is responsible for reviewing the requirements found and referenced in this Document, the Contract, the Port of Seattle Construction Safety & Health Manual as a minimum, and incorporating any additional specific or unique safety requirements into their written plan. The Contractor's Safety Plan shall include but not be limited to the following guidelines:

A. GENERAL PROVISIONS

1. **Compliance**: Provisions for accident investigations and reporting, formal incident review, reporting, corrective action and disciplinary action procedures meeting the minimum Port of Seattle requirements.

2. **Job Hazard Analysis (JHA)**: The Contractor shall complete detailed, written Job Hazard Analysis for the work to be performed, identifying hazards that may exist or be created, outline the equipment to be used, and what procedures and/or safety equipment will be used to eliminate or reduce those hazards. The Contractor shall use the form provided in the Port of Seattle's Construction Safety & Health Manual or contractor equivalent. Supplemental Daily Pre-Task Plans are strongly encouraged.

3. **Medical Treatment**: Provide medical treatment in compliance with Federal, State and local requirements. Names of individuals CPR and First Aid trained.

4. **Site Specific Emergency Procedures**: As related to injuries, weather or emergencies at an active POS facility including pre-determined sites for assembly and measures for accounting of employees shall be included. Emergency numbers shall be posted at the given work area(s):

Fire or Ambulance	911
Police (Seaport)	(206) 787-5380

5. **DOSH/OSHA Requirements and Personal Protection**: Safety and health provisions for providing adequate lighting, ventilation, hearing conservation, CO monitoring, and housekeeping. A written Personal Protective Equipment Assessment for head, face, eye, hand and torso protection shall be included.

6. **Personnel Instruction**: The Contractor must identify the greatest number of employees to be working at any one time during peak construction periods, the company policies for initial safety indoctrination of all employees, and company plans for continued safety education for all employees, including: weekly safety meetings, POS Safety Orientation, Ergonomics, Asbestos Awareness training, and English as a second language.

7. **Responsibilities**: Acknowledgment that the Contractor is totally responsible for compliance with OSHA, DOSH, Port or other applicable rules and orders. Additionally, the plan will require a place of employment that is free of unsanitary or hazardous conditions that would harm an employee's health or safety.

8. **Safety Inspections**: Detailed information concerning how safety inspections will be conducted, their frequency, and their documentation.

9. **Safety Personnel**: State the name of the Contractor's Safety Representative(s), their experience and qualifications (i.e. Training in the OSHA 500 (or equivalent), 30-hour or 10-hour) Indicate their authority to take the appropriate measures to eliminate hazards or stop work until hazardous conditions are corrected.

10. **Safety Requirements, Electrical**: Testing, inspection and repair of electrical equipment, GFCI Program, lockout/tagout procedures, how existing circuits will be located and the installation of electrical circuits in accordance with the National Electric Code or Port Mandated Requirements.

11. **Safety Requirements, Equipment**: Operation, documented daily inspection, and maintenance for trucks and heavy equipment such as backhoes, dozers, motor graders, elevated work platforms, powered industrial trucks, and all hand and power tools.

12. **Safety Requirements, Ladders**: Types of ladders for specific uses and their training requirements.

13. **Site Layout**: A layout drawing of the site indicating access roads, fire and ambulance lanes, location of first aid stations, location of required alarm systems, location of offices, parking for private vehicles and equipment, and storage of all flammable and/or combustible liquids, gases, or other hazardous materials.

14. **Storage**: Requirements for storage of flammable and combustible liquids or gases.

15. **Field Sanitation**: Provisions for toilet and hand washing facilities, including the frequency at which they will be cleaned and maintained.

B. SPECIAL PROVISIONS

Depending on the type of construction, additional items must be incorporated into the Contractor's Safety Plan.

1. **Confined Space Entry**: Procedures for confined space entry and work operations in and around confined spaces (including elevator shafts) as well as emergency measures. These procedures must meet or exceed the Port of Seattle requirements found in the Port of Seattle Construction Safety & Health Manual. Prior to daily entry, prime/general contractor shall be notified.

2. **Respiratory Protection Plan**

   a) Submit a letter signed by the Contractor stating that all employees or agents required to wear a negative pressure or supplied air respirator have been medically evaluated in accordance with WAC 296-842.

   b) Submit National Institute for Occupational Safety and Health (NIOSH) certification for all respiratory protective devices utilized on site, including a list of approved components (parts) for each type of respirator that may potentially be used on the project.

c) Submit a letter signed by the Contractor stating that respirator fit testing is current for all Contractor employees and agents who wear negative pressure or supplied air respirators. This fit testing shall be in accordance with quantitative procedures as detailed in WAC 296-842 and 296-62-07715.

d) Respiratory protection requirements for work impacting the following regulated materials:

1) Fugitive and silica dust (see Section 02 87 00)

3. **Steel Erection**: These requirements shall meet or exceed the guidelines of Chapter 296-155 WAC Part P, and shall include: pre-planning, hoisting operations, fall protection procedures, overhead protection and Site-Specific Erection Plan.

4. **Cranes**: Use of cranes or derricks and the testing and inspection thereof, including hooks, latches, wire rope, operator certification, boom stops, load charts, wind speed, warning devices, fire extinguishers, crane operation signals, suspended work platform pre-lift planning, and critical lift plans.

5. **Excavations**: Excavation plans must indicate sloping, documented daily inspections, shoring, barricading, excavation access, *fall protection*, and excavated material storage.

6. **Fall Protection**:

a) Identify how 100% protection will be maintained, identify the use of personal fall arrest equipment, fall protection systems, and fall protection work plans for heights 10-Feet or greater. NOTE: The *Monitor and Watch Systems are prohibited*.

7. **Formwork**: Submittal of formwork and false work drawings for review and approval to the Engineer.

8. **Hazard Communication Program**: Including SDS, their location, Master List of Chemicals, Personal Protective Equipment, Training, Labeling, and SDS review and special procedures for sealers, coatings or specialty paints.

9. **Interruption of Fire/Security Systems**: Plans shall include measures and/or procedures to provide interim fire and security protection to facilities or areas affected by interruptions. These include automatic detection devices and alarms, automatic sprinkler systems, fire pumps, fire hydrants, applicable water supplies and reservoirs.

10. **Lock-out/Tag-out**: Procedures for lock-out/tag-out of energy sources during work operations. The Contractor shall include as part of the Lock-out/Tag-out program protocol for *Clearance Orders and Switching Orders* on electrical and mechanical systems.

11. **Scaffolding**: Red/Yellow/Green “Use” tag system, planking, guardrails, toe boards, anchor points, fall protection, access points, and inspections of.

12. **Fire Protection**: Including Hot Work Permits, Welding, shields, fire extinguishers, ventilation, PPE, fire watch and cylinder storage.

13. **Work Adjacent To Occupied Spaces**: Procedures for ensuring occupants of spaces adjoining, above and below construction areas will be protected from hazards created by construction, including but not limited to, falling debris, equipment noise, and penetration of partitions, ceilings, and floors.

14. **Competent Persons**: Where regulatory requirements (DOSH) specify the use of Competent Persons, the Contractor shall submit in writing the names of those persons. Their area of competency and applicable experience/training documentation.

15. **Energized Electrical Work Plan**: Submit detailed procedures for working on and guarding of energized equipment or conducting system outages.

16. **Health Considerations**: The Contractor shall submit a plan that addresses safety & health procedures for working in contact with contaminated soils. This plan shall be revised and resubmitted in the event that conditions encountered during the work are different than those initially planned for. It shall also include:

    a) Identification and evaluation of the hazards and risks associated with each work task.

    b) The names and qualifications of each contractor's representative(s) in charge of the work and present at the project when pipeline removal is performed.

    c) Identification of supervisory personnel and alternative responsibilities for site safety/response operations.

    d) Determine levels of personnel protection to be worn for various site operations.

    e) List equipment with adequate nomenclature by item that will be used at the job site and the date and location where the Engineer can inspect this equipment.

    f) Establishment of emergency procedures, such as: escape routes, fire protection, signals for withdrawing work parties from the site, emergency communications, wind indicators, including facility notification.

    g) Identification and arrangements with the nearest medical facility for emergency medical care of both routine-type injuries and toxicological problems. Submit the name, location, and telephone number of this facility.

17. **Demolition**: The Contractor shall submit a plan to include how they will safely demolish existing structures, ensure security, safe guard employees and the public from falling material, electrical hazards and air quality issues. An Engineering Survey performed and signed by a Qualified Person shall be included.

18. **Public Protection Plan**: The actions the Contractor will take to protect the public while performing construction or demolition on the project. The plan shall include, but not be limited to, barricades, fencing, and signage. "Public" is defined as anyone not associated with the project - general public, POS and tenant employees.

Port of Seattle

JOB HAZARD ANALYSIS WORKSHEET

Site Specific Plan Addendum

				Person in Charge* for Reporting Hazards and Injuries:	
Location/address:				Phone Number:	
				* requires OSHA 10 & complete documented daily inspections	
Title of Job/Operation:		Date:		Day of Safety Meetings:	
		Work Order #:		Emergency action plan	Call Fire Dept 787-5380 on airport grounds. 911 everywhere else. For large scale emergency meet at:
Analysis Made By:		Contact person:			
Analysis Reviewed By:		Phone Number:			
Location of Master Prevention Program:					

Sequence of Basic Job Steps	Potential Hazards/Ergonomics	Recommended Safe Job Procedures and Required PPE

Supervisor Signature:		Received by RE/CM:	

Will the Scope of Work consist of the following tasks? (check all that apply)			
	Traffic control*		Confined Space Entry*
	Welding, Cutting, Grinding*		Heavy Equipment
	Trenching or Excavation*		Flammable or Combustible materials[(a)]
	Carpentry		Steel Erection*
	Painting, Staining, Sealant*[(a)]		Ladder or Scaffold work
	Demolition (Structural)*		Roofing
	Energized Electrical*		Regulated Materials
	Use of a Crane/Boom/Hoisting device*		Hazardous Materials
	Work from heights of 6' or greater*		Conveyors*

* Requires additional paperwork – checklists, plans, permits, shut-down notice, etc.

[(a)] List Chemicals to be used on the project.
Material Safety Data Sheets attached ☐ Yes ☐ No *Physical MSDS must be on-site.

(*) A ***Chemical Exposure Plan*** will be required for products containing isocyanates, methylene chloride, Hydroflouric Acid, lead, silica and processes involving floor sealers, traffic coatings, terrazzo sealers or specialty paints.

Description of public protection measures ("Public" is defined as anyone not associated with the project - general public, POS, Tenant, and Airline Employees):

Employee Disciplinary for non-compliance with set forth safety policies and procedures will be consistent Port of Seattle's disciplinary action matrix as described within your site-specific safety plan and site-specific orientation.

Sign Up			
Print Name	**Signature**	**Print Name**	**Signature**

APPENDIX B

CONTRACTOR CONFINED SPACE ENTRY PROGRAM CERTIFICATE

I hereby certify that the attached Confined Space Entry Program meets or exceeds the requirements of DOSH standards WAC 296-809 and the Port Of Seattle's Confined Space Entry Program.

My employees will utilize the Port of Seattle (POS) confined space entry permit(s). They will complete all other sections of the permit that are appropriate for the confined space being entered.

My employees will be informed that they must coordinate their confined space entry procedures with other Contractors and POS employees working in or around the confined space.

My employees, who will be acting as authorized entrants, attendants, entry supervisors, and air testers, have been trained in accordance with the DOSH procedures and will be made aware of all of the POS procedures for entering confined spaces.

After the confined space entry project is complete my employees will make the Engineer and Construction Safety aware of any new hazards confronted or created during entry operations

A copy of finalized permit with all attachments will be provided to the Engineer at the end of each project.

Contractor's Name: _____

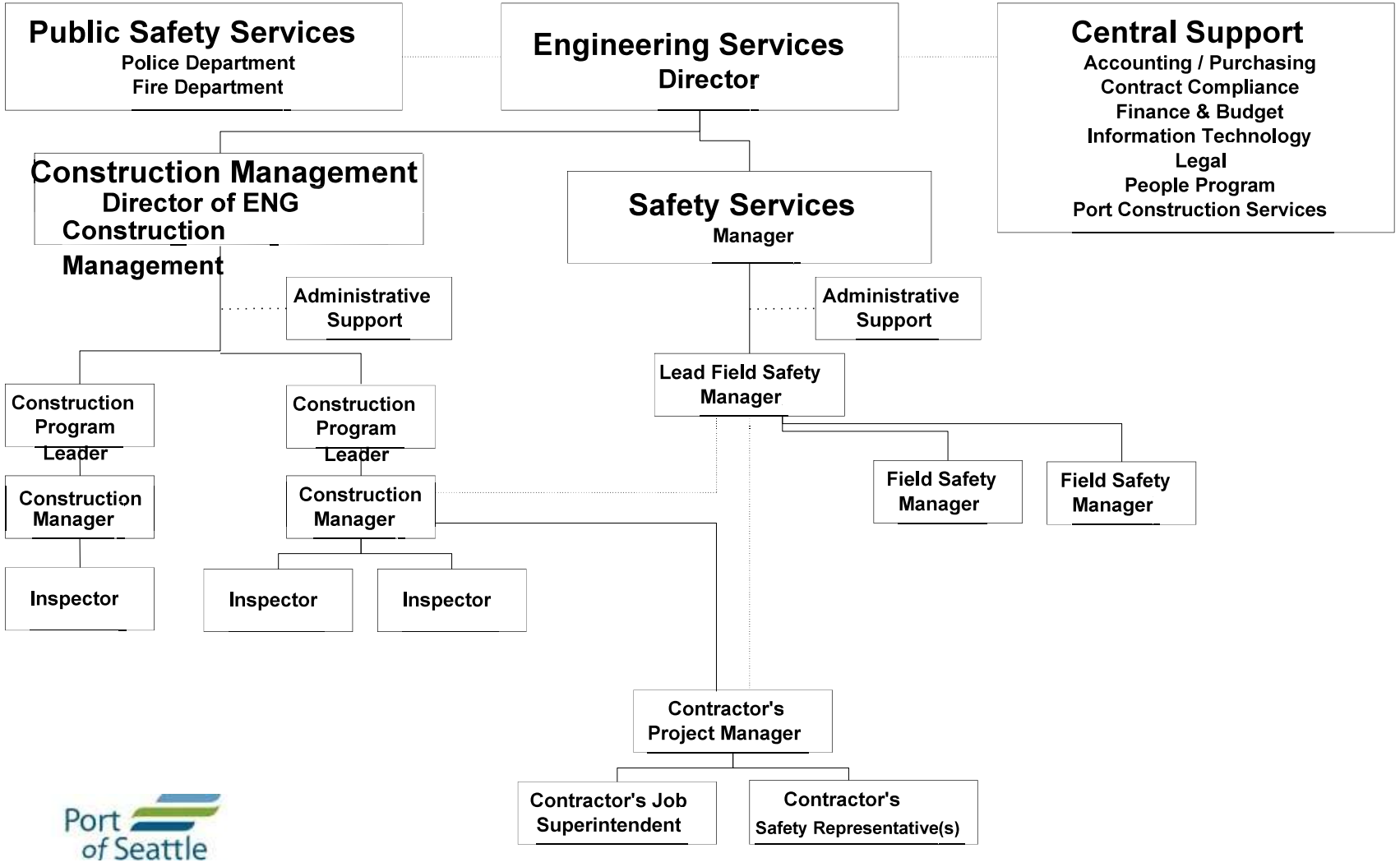
Contractor's Signature: _____

Company Name: _____ Date: _____

Port of Seattle Construction Manager: _____

Date: _____

Appendix C
Construction Safety Program Organization Chart



Appendix D

Construction Safety Inspection Report

General	
CSIR Number:	
Date of Observation(s):	
Contractor Name:	
Accompanied By:	
CSIR Prepared By:	
Contractor Representative:	

Observation	
Item No:	
Prime/Subcontractor:	
Category:	
Safety Observation:	
Reference:	

Attachments

Contractors Corrective Action Taken:	
Date Item Corrected:	
Inspector Comments:	
Inspector Date:	
Safety Comments:	
Safety Date:	

Contractors Corrective Action Taken:	
Date Item Corrected:	
Inspector Comments:	
Inspector Date:	
Safety Comments:	
Safety Date:	

Attachment G – Genreal Requirements

PART 1 GENERAL

1.01 RELATED WORK DESCRIBED ELSEWHERE

A. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions and General Requirements, apply to this work as if specified in this section. Work related to this section is in accordance with current Department of Homeland Security (DHS) and U.S. Coast Guard regulations.

1.02 SECURITY REQUIREMENTS

A. Identification/Access Badges:

1. All Contractor personnel working in secure and restricted areas (as defined in Title 33, Code of Federal Regulations (CFR) Parts 104, 105 and 106) on this project shall have valid Department of Homeland Security issued Transportation Worker Identification Credential (TWIC) in accordance with Title 33, CFR, Part 101.514.

2. A portion of this Contract requires work to be performed within an area of the Seaport controlled for security reasons. That area is defined as the area within a Coast Guard Regulated facility subject to the provisions of the Maritime Transportation Security Act (MTSA) of 2002 and Title 33 CFR, Part 105, delineated by security fence, and all other restricted areas indicated on applicable drawings, or as posted on the Seaport premises ("restricted/secured area"), or otherwise defined under each Terminal Facility Security Plan. No Contractor personnel are allowed to work in these restricted areas without a valid TWIC.

B. Restricted Area Training:

1. All individuals requiring unescorted access to restricted areas will be required to provide documentation that they have successfully completed basic security awareness training as required in 33 CFR 105.215. This training must be completed prior to allowing unescorted access to restricted areas of Port of Seattle marine terminals subject to 33 CFR 105.

1.03 ISSUANCE OF IDENTIFICATION BADGES

A. In order to obtain a TWIC, the Contractor must apply for a TWIC card through the TWIC program as administered by the Transportation Security Administration (TSA). Information on this program can be found on the internet at http://www.tsa.gov/twic.

B. All work and expenses required to obtain a TWIC or for other activities required in this section shall be borne by the Contractor as part of the Contract.

1.04 RULES AND REGULATIONS REGARDING IDENTIFICATION BADGES

A. TWIC cards must be worn at all times on the outermost garment above waist height in order to gain access to and remain in restricted areas.

B. Any employee found in a restricted area without a valid TWIC will be escorted from that location and not be allowed to return until wearing a proper TWIC. This will be reported to the National Response Center as a security breach.

C. Employees shall be allowed access to the restricted areas only as necessary to travel to and from the construction/job site. Any employee found in any portion of the restricted areas other than the construction/job site or the area to and from the

construction/job site will no longer be permitted to work at the Seaport in a restricted area.

D. Escorting:

1. The Contractor is not allowed to escort personnel.

E. Lost or Stolen TWIC.

1. All TWIC's that are lost, stolen, or otherwise unaccounted for must be immediately reported to the Transportation Security Agency TWIC help desk 1-866-DHS-TWIC.

2. After the applicant reports the card as lost, stolen, or damaged, the help desk will contact the card production facility to trigger production of a replacement TWIC. The replacement credential will be sent to the enrollment center designated by the applicant for pick up.

3. TSA will add the lost, stolen, or damaged credential to the list of revoked cards to decrease the chance that the credential could be used by an unauthorized person to gain unescorted access. This list of revoked cards (the 'hotlist') will be available on the TWIC portal to appropriate individuals within the maritime community (Vessel Security Officer, Facility Security Officer, Coast Guard Captain of the Port) in order to monitor access to secure areas. Once the replacement TWIC arrives at the enrollment center, the applicant will pick up and pay the card replacement fee. The replacement card will have the same expiration date as the original.

F. Unsecured Doors/Gates: Contractors and their employees will be held accountable for doors and gates located within their work sites that provide direct or indirect access to restricted or secured areas of the Port by unauthorized individuals. Doors and gates that provide such access must NOT, under ANY circumstances, be left open and unattended. Individuals who have been issued TWIC cards are required to challenge any individual attempting unauthorized access to restricted areas and report all violations to the terminal security staff immediately.

G. Contractors requiring access through vehicle gates not normally staffed must make arrangements for access through the Facility Security Officer or designated security staff on the marine terminal.

1.05 FAILURE TO COMPLY

A. Compliance with these regulations and TSA directives will be monitored by the Seaport Security Coordinator, other Port personnel or other regulatory agencies. Failure on the part of the Contractor to comply may result in fines or other monetary considerations levied against the Port. In the event an action or absence of action, by the Contractor with regard to the TSA directive leads to any damages against the Port, the Contractor shall be liable for, and reimburse the Port for, all costs involved.

1.06 SPECIAL REQUIREMENTS, WORK IN U.S. CUSTOMS AREA

A. Work conducted inside areas controlled by the U.S. Customs Service in maritime terminals of the Port, may require special clearance and identification issued by the Customs Service. In addition, the Customs Service may require that a bond be provided by the Contractor, as security for all work conducted within their area.

B. It shall be the Contractor's responsibility to coordinate with the U.S. Customs Service, secure necessary clearance from them, and provide bonds as required. All costs for securing U.S. Customs identification and clearance, and the providing of their required bonding, shall be at the Contractor's expense. No separate or extra payment of any kind will be made to the Contractor for satisfying these requirements.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

A. Payment for the Work required by this section will be made on a time and material basis.

End of Section

PART 1 GENERAL

1.01 DESCRIPTION

A. This section addresses the submittals that must be made by the Contractor and accepted by the Engineer prior to issuance of a Notice to Proceed (NTP).

B. The Port will not issue an NTP, or accept requests for partial payments, or allow for onsite mobilization (less field office setup) until the Preconstruction submittals have been received and accepted by the Engineer. At the sole discretion of the Engineer, a partial NTP may be granted for portions of the Work.

C. No 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 herein. The Engineer shall be the sole authority on determining the acceptability of the Contractor's submittals.

D. Early submission is encouraged. A submittal package that has “Accepted” or “Accepted As Noted” before the Preconstruction Conference can result in a Preconstruction Conference and NTP earlier than that originally contemplated. Poorly prepared, incomplete, or inaccurate submittals as well as non-receipt by the Engineer of required submittals will cause the Preconstruction Conference and the issuance of the NTP to be delayed. The Contract completion date remains "as bid." The Contractor is expressly notified that delay in issuance of NTP, due to incomplete or unacceptable submittals, will reduce the "actual" amount of time the Contractor has to complete the Work of the Contract.

1.02 SUBMITTALS

A. All submittals shall be made in accordance with Section 01 33 00 - Submittals.

B. Required Submittals:

1. Safety Plan per Document 01 35 29 - Safety Management.
2. Quality Control Plan per Section 01 45 16.13 – Contractor Quality Control.
3. Contractor Erosion and Sediment Control Plan per Section 01 57 13 - Temporary Erosion and Sediment Control Planning and Execution.
4. Pollution Prevention Plan per Section 01 57 23 - Pollution Prevention Planning and Execution.
5. Waste Management Plan per Section 01 74 19 – Construction Waste Management.
6. Associated Technical Specification Submittals, as necessary.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

A. Payment for the Work required by this section will be made on a time and material basis.

End of Section

PART 1 GENERAL

1.01 SUMMARY

A. General: The list of environmental laws set forth in this section is provided pursuant to Section 39.04.120 of the Revised Code of Washington. The Contractor shall fully comply with the provisions of such laws as they may apply to the work.

1.02 LIST OF ENVIRONMENTAL STATUTES, ORDINANCES AND REGULATIONS

A. General: The following is a list of federal, State and local environmental statutes, ordinances and regulations which deal with the prevention of environmental pollution and the preservation of public natural resources that affect or may affect this Project. This list is not to be considered as all-inclusive, nor shall the absence of a law from this list be construed to relieve the Contractor from complying with such law, to the extent it is applicable to the Contractor.

B. Federal

1. Statutes:

a. National Environmental Policy Act: Establishes a Federal policy on the environment and requires the appropriate Federal agency, in any federally assisted or authorized project, to prepare an environmental impact statement for any "major action significantly affecting the quality of the human environment.

b. Clean Air Act: Establishes a Federal policy on air quality and directs each state to promulgate air quality laws and regulations to achieve the goals set forth in the Act.

c. Clean Water Act: Establishes a Federal policy on water quality and directs each state to promulgate water quality laws and regulations to achieve the goals set forth in the Act. In addition, the Act requires a permit for discharge of pollutants and sets forth oil spill prevention provisions and penalties.

d. Rivers and Harbors Act of 1899: Provides that discharge of refuse without a permit into navigable waters is prohibited.

e. Port and Waterways Safety Act of 1972: Provides vessel design and construction standards to protect the marine environment.

f. Resource Conservation and Recovery Act: Provides standards and requirements for the generation, transportation, treatment, storage and disposal of hazardous wastes.

g. Comprehensive Environmental Response Compensation and Liability Act: Provides standards and procedures for the investigation and remedial activities to clean up hazardous substances which substances that have been discharged into the environment.

h. Toxic Substances Control Act: Provides standards for the manufacture and distribution of chemicals and for the handling of PCBs.

i. Endangered Species Act: Establishes protection for species which are listed as threatened or endangered.

2. Regulations and Guidelines:

a. Environmental Protection Agency Regulations on National Primary and Secondary Ambient Air Quality Standards: Establishes national primary and secondary air quality standards for certain compounds pursuant to Section 109 of the Clean Air Act.

b. Environmental Protection Agency Regulations Establishing Effluent Guidelines: Establishes national effluent limitations for discharges into navigable waters.

c. Environmental Protection Agency Regulations on Discharge of Oil: Regulations promulgated pursuant to the Clean Water Act.

d. Coast Guard Regulations on Oil Spills: Regulations promulgated pursuant to the Clean Water Act.

e. Army Corps of Engineers Regulations on Navigable Waters: Establishes procedures for obtaining permits required by the Rivers and Harbors Act of 1899 and the Clean Water Act.

f. Environmental Protection Agency Regulations on Discharge of Dredged or Fill Material Into Navigable Waters: Establishes guidelines for placing dredge or fill material into navigable waters pursuant to the Clean Water Act.

g. Environmental Protection Agency Regulations for Hazardous Waste Management: Regulations promulgated pursuant to the Resource Conservation and Recovery Act.

C. State:

1. Statutes:

a. State Environmental Policy Act: Establishes a State policy on the environment and requires the appropriate State or local agency to prepare an environmental impact statement for any "major action significantly affecting the quality of the environment" which the agency either undertakes directly or authorizes.

b. Shoreline Management Act: Requires a permit for development on State shorelines.

c. Clean Air Act: Provides that it is the policy of the State to secure and maintain such levels of air quality to protect health and comply with the Federal Clean Air Act.

d. Water Pollution Control Act: Establishes a State policy to maintain the highest possible standards for all waters of the State, requires permits for the discharge of pollutants into the waters of the State of Washington and complies with the Federal Clean Water Act.

e. Washington Solid Waste Management Law: Establishes uniform State-wide program for handling solid wastes, which will prevent land, air and water pollution.

f. Washington Hazardous Waste Disposal Law: Establishes a statewide program for the regulation of the disposal of hazardous waste.

g. State Noise Control Act: Authorizes the Department of Ecology to establish maximum noise levels in order to protect against adverse effect of noise in the health, safety and welfare.

h. Model Toxics Control Act: State "Superfund" Law which Law that establishes how cleanups of hazardous waste will be managed and sets standards for performing cleanups.

i. Washington State Hydraulic Code: Establishes standards for development activities located at or below the Ordinary High Water Mark.

2. Regulations and Guidelines:

a. Department of Ecology Guidelines for the Implementation of the State Environmental Protection Agency. State guidelines for the implementation of the State Environmental Policy Act.

b. Department of Ecology Shoreline Development Permit Regulations: State guidelines for the issuance of shoreline permits.

c. Air Pollution Regulations on Record keeping: Requires operators of stationary sources of air contaminants to maintain records of emissions and submit periodic reports.

d. Department of Ecology Regulations Relating to Minimum Functional Standards for Solid Waste Handling: Regulations promulgated pursuant to the State Solid Waste Act.

e. Department of Ecology Regulations for Waste Discharge Permits: Establishes standards and procedures for obtaining permits to discharge pollutants in navigable waters pursuant to the federal and state Clean Water Acts.

f. Department of Ecology Regulations on Dangerous Waste: Regulations promulgates pursuant to the state hazardous waste disposal statute.

g. Department of Ecology Regulations Relating to Noise: Regulations establishing noise levels and noise performance standards for certain activities.

h. Department of Ecology Model Toxics Control Act Cleanup Regulation: Establishing rules for reporting, listing, investigation and cleanup of hazardous waste sites.

D. Local:

1. Ordinances, Regulations and Orders

a. King County Environmental Policy Ordinances: Provisions for carrying out the County's responsibilities pursuant to the State Environmental Policy Act.

b. King County Shoreline Management Ordinance: Establishes procedures for obtaining a permit under the Shoreline Management Master Program.

c. King County Solid Waste Code: Establishes provisions for the disposal of solid waste.

d. King County Grading Ordinance: Requires permit for grading, landfills, gravel pits, dumping, quarrying and mining operations.

e. King County Zoning Code: Establishes zoning designations and uses within those designations.

f. Seattle Shoreline Development Ordinance: Establishes procedures for obtaining a permit under the Shoreline Management Act.

g. Seattle-King County Noise Ordinances: Establishes noise levels for various activities in different areas of the city and county.

h. Seattle Environmental Policy Executive Order: Provisions for carrying out the City's responsibilities pursuant to the State Environmental Policy Act.

E. Port of Seattle:

a. Port of Seattle -King County Waste Discharge Permit No. 7810-02.

1.03 REQUIRED SUBMITTALS

A. Specific submittal requirements are called out in the applicable specification section.

PART 2 PRODUCTS - Not used

PART 3 EXECUTION - Not used

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

A. Payment for the Work required by this section will be made on a time and material basis.

End of Section

PART 1 GENERAL

1.01 DESCRIPTION

A. Contractor Quality Control (QC) shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations that comply with the requirements of the Contract Documents.

1.02 COORDINATION

1. Contractor's QC Program and Reporting

1.03 SUBMITTALS

A. Quality Control Plan

B. Quality Control Reports

C. Pre-Installation Meeting List

1.04 CONTRACTOR QUALITY CONTROL REQUIREMENTS

A. The Contractor shall staff its QC program at a satisfactory level as required to perform the activities outlined in this Section with the QC Representative having complete authority to take action necessary to ensure conformance with the Contract Documents.

B. Quality Control Plan: Submit a job specific quality control plan for approval by the Engineer prior to the start of work on the job site. This pre-construction submittal shall include, at a minimum:

1. Statement of company QC philosophy and policy.
2. Company organization and designation of responsibility of QC activity at both corporate and job site level.
3. Qualifications of QC personnel.
4. Employee QC awareness and protocols.
5. Description of routine daily and periodic QC activities.
6. Description of examination, testing or inspection activities, including certifications and reports.
7. Procedure for communicate and controlling design changes and revisions in the field.
8. Submittal and shop drawing control procedures.
9. Procedure for nonconformance reporting and disposition.
10. Procedure for control at off-site fabrication or production shops.
11. List of publications or references governing work on this job site.

C. Reporting: Contractor's QC Representative shall maintain daily Quality Control (QC) Reports for each workday. QC Reports shall be factual records reporting test results and quality control activities. Submit QC Reports on accepted forms. The Contractor's QC Representative shall verify and sign all reports. Verification shall contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract Documents with noted variances.

D. QC Control of On-Site Construction: Contractor's Quality Control program shall include the following phases of control and management for definable features of work:

1. Pre-installation and Preparation Phase: A Pre-installation Meeting will be held prior to beginning work on each definable feature.

2. In-Process Inspection Phase: The follow-up phase shall be performed continuously to verify quality standards are maintained throughout the project. Adjustment to control procedures may be required based upon the results of this phase and control testing. Report the results of the inspection in the daily Contractor QC report.

3. Punchlist Inspections: Punchlist Inspections will be scheduled by the Engineer after the QC Representative notifies the Port the facility and its systems are complete and satisfactory.

E. Offsite or Factory Inspections

1. In addition to inspections or Special Inspection required by other Sections, Offsite or Factory Inspections by the Engineer (and/or other Owner's Representatives) are required to ensure that the products meet the Contract Documents prior to shipment to the project site.

2. The Contractor shall notify the Engineer, in writing, 21 days prior to the product's availability for inspection.

F. Pre-installation Meetings

1. Pre-installation meetings will be required for every specification section unless agreed otherwise with the Engineer.

2. The Contractor shall conduct these meeting with the subcontractor, Port personnel, Contractor quality control and safety personnel, and any appropriate material suppliers at the beginning of each definable feature of the work. The purpose of the meetings is to review accepted submittals, sequence of field activities, contract details, and potential safety hazards to prevent problems in the field. Field work shall not commence prior to these meeting.

3. Meeting agenda shall cover:

a. Introduction of responsible parties.

b. Discussion of submitted and accepted materials.

c. Status of material and equipment delivery.

d. Preview of areas where work will begin.

e. Brief outline of the construction procedures and interface with existing work.

f. Job hazard analysis.

g. Quality control tests scheduled for definable feature of work.

h. Checklist for quality control activities during the work.

G. Control of Off-Site Fabrication/Construction: The Contractor's Quality Control program shall identify all off-site fabrication processes and its plan for monitoring

the quality of fabricated materials prior to delivery to the project site. Coordinate inspections by Port representatives as requested.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

A. Payment for the Work required by this section will be made on a time and material basis.

End of Section

PART 1 GENERAL

1.01 DESCRIPTION

A. The Owner will employ an Independent Testing Agency or provide personnel to conduct tests of materials placed in their final locations in the project. The Contractor shall assist the Owner's Testing Agency or personnel by providing access to the Work or storage of the materials.

1. Testing and inspection performed as a condition of the permit does not relieve the Contractor of responsibility for compliance with the Contract Documents.

B. The Contractor shall provide and pay for the off-site testing required to confirm the quality of materials delivered to the project. Tests and inspections associated with permits obtained by the Contractor shall be provided and paid for by the Contractor.

1.02 COORDINATION

A. The Contractor shall upon request of the Engineer provide the Port storage space for testing equipment and materials.

1.03 CONTRACTOR SPECIAL TESTING AND INSPECTION REQUIREMENTS

A. The Contractor's Quality Control Representative shall be responsible for coordinating the required special inspections. The QC Representative shall:

1. Notify the Port's special inspector a minimum 24 hours in advance of the requirement for special inspections. Testing that requires special equipment may require additional time for scheduling.

2. Coordinate the work to assure obstructions, such as form work, are not put in place until the required special inspections have been performed.

3. Monitor the correction of all discrepancies noted by the Special Inspector.

4. Describe all special inspections and correction of discrepancies noted by the special inspector in the Daily Report.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

A. Payment for the Work required by this section will be made on a time and material basis.

End of Section

PART 1 GENERAL

1.01 SUMMARY

A. Install, maintain, and operate all temporary facilities and controls as long as needed for the safe and proper completion of the Work.

1.02 TEMPORARY ELECTRICITY UTILIZING GENERATORS

A. The Contractor shall provide noise-suppressed generators. All fuel-operated generators shall be located outside the building within secondary containment capable of containing 110% of the fuel capacity of the tank.

1.03 TEMPORARY LIGHTING

A. Provide and maintain fluorescent/LED lighting for construction operations to achieve minimum lighting levels required by the Safety and Health Core Rules (WAC 296-155-165).

B. Maintain lighting and provide routine repairs.

1.04 COMMUNICATIONS

A. The Contractor shall provide their own means of job site communication.

1.05 TEMPORARY WATER

A. Unless otherwise indicated by the Engineer, the Contractor shall provide and pay for all temporary water service required for construction operations.

B. Drinking water for employees shall be provided in accordance with Washington State Department of Labor & Industries (L & I) Division of Occupational Safety and Health (DOSH) requirements.

C. Construction water shall be disposed of in accordance with Specification Section 01 57 13, Temporary Erosion and Sediment Control Planning and Execution.

1.06 TEMPORARY SANITARY FACILITIES

A. The Contractor must provide Temporary Sanitary Facilities as required by Washington State Labor and Industries.

1.07 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

1. Do not litter in outdoor work or staging areas. Keep outdoor areas free of debris and sediment, including cigarette butts,

2. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.

3. Collect and remove waste materials, debris, and rubbish from site and dispose off-site in a legal manner.

1.08 STREET CLEANING AND DUST CONTROL

A. See Specification Section 01 57 13 - Temporary Erosion and Sediment Control Planning and Execution

1.09 USE AND OCCUPANCY

A. Facility operations must not be interrupted throughout the term of this Contract. Where facility operations conflict with those of the Contractor, the operations of the facility will take precedence over those of the Contractor. It shall be the sole responsibility of the Contractor to schedule and coordinate its activities with those of the facility to assure minimum disruption of facility operations.

1.10 NOISE CONTROLS

A. At all times keep objectionable noise generation to a minimum by:

1. Equipping air compressors with silencing packages.
2. Equipping jackhammers with silencers on the air outlet.
3. Equipment that can be electrically driven instead of gas or diesel is preferred. If noise levels on equipment cannot reasonably be brought down to criteria, listed as follows, either the equipment will not be allowed on the job or use time will have to be scheduled subject to acceptance of the Engineer.
4. All construction vehicles and equipment on the project operating between 10:00 p.m. and 7:00 a.m. shall be equipped with an ambient noise sensing variable volume backup alarm system. The system shall be in compliance with Washington Administrative Code (WAC) 296-155-615.

B. Objectionable noise received on neighboring (non-Port owned) properties is defined as any noise exceeding the noise limits of State Regulations (WAC 173-60-040) or City ordinance, as stated below, or as any noise causing a public nuisance in a residential area, as determined by the Port and community representatives, or by the nuisance provisions of local ordinances.

C. In addition to the noise controls specified, demolition and construction activities conducted within 1,000 feet of residential areas may have additional noise controls required.

D. The Contractor's operation shall at all times comply with all County and City requirements.

1.11 SCAFFOLDING

A. The Contractor's attention is called to the fact that scaffolding or other support systems may be required. Tape, plastic, or cones shall not be used by themselves as protection. Scaffolding shall comply with the requirements of the Washington State Department of Labor and Industries. The Contractor shall be totally responsible for the structural integrity of any containment systems utilizing a scaffold system. The Contractor shall post a sign in each containment specifying the maximum number of persons or weight for which the system is designed or installed and shall be responsible for seeing that this weight is not exceeded.

B. Any scaffolding used must be cleaned and completely free of debris.

C. Follow all manufacturers' recommendations and all applicable regulations in the set-up, use and tear-down of all scaffolding used.

F. The Contractor shall submit a scaffolding plan with details, approved and stamped by a licensed Professional Engineer.

1.12 WASTE WATER CONTROL

A. Prevent discharge of any water/contaminated or otherwise from the site or work locations from any source, including runoff, from entering onto adjacent areas occupied or storage spaces or properties.

1.13 MAINTENANCE OF OPERATIONS

A. Public Safety Convenience: The Contractor shall conduct all operations with the least possible obstruction and inconvenience to the Port, its tenants and the public.

1. Maintain pedestrian traffic routes and existing roadways within, and adjacent to, the work area.

2. Maintain existing signing and lighting systems in operation as the work proceeds unless noted otherwise on drawings.

3. Maintain access to entrances, driveways, loading docks, buildings, etc. Unless noted otherwise on drawings. Coordinate any reduction in service at such locations with Engineer.

4. Maintain all walkways, access ramps, entrances and related facilities that satisfy the requirements of the Americans with Disabilities Act (ADA) of 1990. If closure of such facilities is necessary, provide alternate temporary facilities that replace the temporarily closed facilities.

B. Responsible Representative: The Contractor shall appoint one employee as the Contractor's responsible representative and point of contact. The appointed representative shall have authority to act on behalf of the Contractor and shall be available, on call, twenty-four hours a day, throughout the period of construction for the Contract. A twenty-four hour telephone number shall be provided to the Engineer for use in case of an off-hour emergency. The Contractor shall provide immediate response to correct all deficiencies upon notification.

C. Temporary Facilities: The Contractor shall provide temporary barriers, temporary enclosures, temporary fencing, or partitions sufficient to physically separate tenants and the public, including but not limited to pedestrians, from the Work. The use of temporary scaffolding and other access equipment shall also be commensurate with facility operations.

PART 2 PRODUCTS

PART 3 EXECUTION

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

A. Payment for the Work required by this section will be made on a time and material basis.

End of Section

PART 1 GENERAL

1.01 SUMMARY OF WORK

A. This item shall consist of planning, installing, inspecting, maintaining, upgrading and removing temporary erosion and sediment control Best Management Practices (BMPs) as shown in the Contract Documents, in the Contractor's Erosion and Sediment Control Plan (CESCP), or as ordered by the Engineer to prevent pollution of air and water, and control, respond to, and manage eroded sediment, turbid water and process water during the life of the contract.

B. This project shall be managed as a no discharge project. All stormwaters shall be diverted away from work areas. All project and process water shall be collected, stored and discharged off Port property.

C. This work shall apply to all areas associated with contract work including, but not limited to the following:

1. Work areas
2. Equipment and material storage areas
3. Barges
4. Skiffs
5. Staging areas
6. Stockpiles

1.02 GOVERNING CODES, STANDARDS, AND REFERENCES

A. The following rules, requirements and regulations specified may apply to this work:

1. Surface Water Design Manual, King County, Department of Natural Resources, (Current Edition).
2. Washington State Department of Ecology Stormwater Management Manual for Western Washington (2014), Vol. 2 Washington State Stormwater Quality Standards (WAC 173-201A).
3. Director's Rules based on the City of Seattle "Stormwater Code", SMC Chapters 22.800 through 22.808 Stormwater Pollution Prevention Plan (SWPPP)
4. City of Seattle Directors' Rules SDCI 17-2017/SPU DWW 200 Stormwater Manual Volumes 1-5
5. City of Seattle Stormwater Code Manual – Maritime Projects; 22.803 Minimum Requirements for All Discharges and All Real Property and City of Seattle Stormwater Code 22.805 Minimum Requirements.

1.03 SUBMITTALS

A. As part of the required Preconstruction Submittals, Section 01 32 19 - Preconstruction Submittals and before Notice to Proceed is given, the Contractor shall submit the following:

1. Contractor Erosion and Sediment Control Plan (CESCP)

1) Including CESCL Certification Cards and ECL Qualifications

B. The following shall be submitted in accordance with Section 01 33 00 – Submittals:

1. Oil Absorbent Pads
2. Plastic Sheeting
3. Turbidity Curtain/Debris Boom

PART 2 MATERIALS

2.01 MATERIAL REQUIREMENTS

A. GENERAL:

1. All products used to construct the Contractor selected BMPs shall be suitable for such use and submitted to the Engineer for approval.

B. OIL ABSORBENT PADS:

1. Oil absorbent pads shall be made of white, 100% polypropylene fabric that absorbs oil-based fluids and repels water-based fluids. Each pad shall be a minimum of 15x19 inches in size and absorb no less than 50 ounces of oil-based fluids.

C. PLASTIC SHEETING

1. Plastic sheeting shall be clear, reinforced, and a minimum of 6 mil thick. Sandbags or other Engineer-approved material shall be used to secure the plastic sheeting in place. Black plastic may be used to cover stockpiles.

D. TURBIDITY CURTAIN/DEBRIS BOOM

1. Turbidity curtain and Debris Boom shall be type II configurations suitable for marine environments and installed in accordance with manufacturers' recommendations. Flotation boom shall be high visibility and provide sufficient buoyancy to maintain a freeboard of at least three inches above the water surface level. MATERIAL HANDLING, DELIVERY, & STORAGE

PART 3 EXECUTION

3.01 PROJECT INFORMATION

A. GENERAL

1. 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.
2. The Contractor's Erosion and Sediment Control Plan (CESCP) required by this section shall be based upon the Temporary Erosion and Sediment Control (TESC) requirements of the contract but shall specifically phase, adjust, improve and incorporate the TESC requirements into the Contractor's specific schedule and plan for accomplishing the work. The CESCP shall be modified as changes are made to improve, upgrade and repair best management practices used by the Contractor and as the work progresses and TESC needs change.

3. The Contractor shall be wholly responsible for controlling water onto and exiting the construction site and/or staging areas, barges and skiffs, including stormwater, and process water.

4. Design of, and modifications to, project hydraulic conveyances, detention facilities, and TESC plan sheets shall be stamped by a Professional Engineer (P.E.) licensed by the State of Washington. All other changes to the CESCP shall be signed by the ECL.

B. PROJECT REQUIREMENTS

1. DESCRIPTION OF WORK

a. In order to comply with the requirements of this section, the Contractor shall:

1) Develop the Stormwater Pollution Prevention Plan (SWPPP) and submit a Contractor's Erosion and Sediment Control Plan (CESCP). The CESCP shall, at a minimum, include and address the following:

(a) Site Description and Drawings

(b) Contractor Erosion and Sediment Control Personnel

(c) Schedule and Sequencing

(d) BMP Installation

(e) BMP Maintenance

(f) BMP Inspection

(g) Record keeping

(h) BMP Removal

(i) Emergency Response

(j) Construction Dewatering

(k) Education

2) Revise and modify the CESCP during the life of the contract and maintain records.

3) Install, maintain, and upgrade all erosion prevention, containment, and countermeasures BMPs during the life of the contract, and removal at the end of the project.

4) Contain, cleanup and dispose of all sediment and convey turbid water to existing or proposed detention/treatment facilities.

5) Perform other work shown on the project drawings, in the Contractor Erosion and Sediment Control Plan, or as directed by the Engineer.

6) Inspect to verify compliance with the CESCP requirements including BMPs; facilitate, participate in, and implement directed corrective actions resulting from inspections

conducted by others including outside Agencies and Port employees/consultants.

7) Educate all Contractor and sub-contractor staff about environmental compliance issues at weekly meetings and document attendance and content.

2. DEFINITIONS

a. Process Water: All water including, but not limited to, that used for washing, cleaning, fire proofing hydro excavation and hydro demolition is defined by the Department of Ecology as “process water” and shall be collected and disposed of in a manner that complies with all local, state and federal regulations. Disposal tickets shall be provided to the Engineer.

1) Process water shall not be discharged to the SDS

3. ADMINISTRATIVE REQUIREMENTS

a. The provisions of this section shall apply to the Contractor, subcontractors at all tiers, suppliers and all others who may have access to the work site by way of the contractor’s activities.

b. Failure to install, maintain, and/or remove BMPs shown on the drawings, in the approved Contractor Erosion and Sediment Control Plan and specified herein, or by order of the Engineer; or failure to conduct project operations in accordance with Section 01 57 13 - Temporary Erosion and Sediment Control Planning and Execution will result in the suspension of the Contractor's operations by the Engineer in accordance with Section 00 70 00 - General Conditions.

c. The Contractor shall be solely responsible for any damages, fines, levies, or judgments incurred as a result of Contractor, subcontractor, or supplier negligence in complying with the requirements of this section.

d. Any damages, fines, levies, or judgments incurred as a result of Contractor, subcontractor, or supplier negligence in complying with the requirements of this section will be deducted from payment due by Modification.

e. Any time and material costs incurred by the Port due to damages, fines, levies, or judgments incurred as a result of Contractor, subcontractor, or supplier negligence in complying with the requirements of this section will be deducted from payment due by Modification.

f. The Contractor shall be solely responsible for any schedule impacts from damages, fines, levies, judgments, or stop work orders incurred as a result of Contractor, subcontractor, or supplier negligence in complying with the requirements of this section. The project schedule will not be changed to accommodate the time lost.

g. Contractor shall not perform any work after Notice to Proceed until the following has been installed per the project drawings, the approved Contractor Erosion and Sediment Control Plan, or as directed by the Engineer:

1) Perimeter controls and debris booms are in place.

2) Areas not to be disturbed are delineated with construction fence.

3) Water flows from off site are tight lined and directed away from work area.

4) Catch basin inserts are installed in all catch basins or weep holes that receive drainage from the Work area including barges and skiffs.

5) Stormwater storage tanks are located onsite to provide additional storage volume and/or treatment volume required for treatment by settlement.

6) Materials on hand, in quantities sufficient to divert all flows, contain all sediments, and prevent turbid discharges from the site during all stages of construction. These materials include, but are not limited to the following:

(a) Reinforced 6 mil plastic sheeting

(b) 6” pipe

(c) 8” pipe

(d) Sand bags, filled

4. AUTHORITY OF ENGINEER

a. The Engineer has the authority to limit the surface area and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of waters of the state

b. In the event that 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 are ordered by the Engineer, such work shall be performed by the Contractor at his/her own expense.

c. In the event that areas adjacent to the work area are suffering degradation due to sediment deposit, water flows, or other causes, the Engineer may stop construction activities until the situation is rectified.

d. In the event that the Washington State Department of Ecology issues an Inspection Report, a Notice of Non-Compliance, Notice of Violation or Enforcement Action, the Engineer may stop all construction activities until it has been determined that the project is complying. The Engineer may require the Contractor to send additional staff to successfully complete Contractor Erosion and Sediment Control Lead (CESCL) training before construction

activities may begin. The number of working days will not be changed to accommodate the work stoppage. All costs associated with work stoppages, mitigation of the event, and/or training shall be paid by the Contractor.

e. In the event that the Contractor discharges storm water, or process water to any conveyance that discharges to a receiving water as defined by the Department of Ecology without prior approval of the Engineer, the Engineer may stop all construction activities and require additional Contractor staff training and may require that all parties involved in the unapproved discharge be removed from the project for a time determined by the Engineer. The project schedule will not be changed to accommodate the time lost. All costs associated with mitigation of the unauthorized discharge, work stoppages, training and/or removal of personnel from the project shall be paid by the Contractor.

5. COORDINATION MEETINGS

a. The Contractor shall be available, at a minimum, for a weekly coordination meeting with the Engineer, other Port Staff and outside agency representatives to review the ongoing contract work for compliance with the provision of this specification.

3.02 PREPARATION FOR EXECUTION OF WORK

A. STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

1. The Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP). The contents of a construction SWPPP may vary with the amount of new or replaced impervious surface, acres of land disturbing activity and the classification of water. The SWPPP meets City of Seattle Contractor Stormwater Control Plan (CSCP) requirements for Maritime projects.

2. The Contractor shall prepare a CESCP. The CESCP shall comply with the Director's Rules based on the City of Seattle "Stormwater Code", SMC Chapters 22.800 through 22.808, and must contain enough detail to demonstrate controls sufficient to determine compliance with City of Seattle Stormwater Code SMC 22.805.020.D. For projects within the City of Seattle, BMPs must be selected from City of Seattle Stormwater Manual Volume 2 Construction Stormwater Control. The "Stormwater Code" can be found at: http://www.seattle.gov/dpd/codesrules/codes/stormwater.

3. The SWPPP shall consist of the following documents:

a. Temporary Erosion and Sediment Control Plan sheets in the Contract documents;

b. Section 01 57 13 - Temporary Erosion and Sediment Control Planning and Execution;

c. Section 01 57 23 - Pollution Prevention, Planning and Execution;

d. Contractor's Erosion and Sediment Control Plan (CESCP), submitted by the Contractor;

e. Pollution Prevention Plan per Section 01 57 23, submitted by the Contractor;

f. Construction Storm Water Monitoring Plan, developed by the Contractor.

4. Contractor's Erosion and Sediment Control Plan (CESCP)

In order to comply with these requirements, the Contractor shall include and address the following in the CESCP portion of the SWPPP:

a. Site Description and Drawings

1) Included in the CESCP shall be a written description of the construction site, including location of staging areas, stockpile areas, material storage areas, natural and constructed drainage systems within the work area and staging areas.

2) Drawings shall be included in the CESCP which show the location of the construction site, including location of staging areas, stockpile areas, turbidity curtain or debris booms, material storage areas, natural and constructed drainage systems within the work area and staging areas.

3) The drawings shall show locations of BMPs during each phase of construction as identified by the Contractor in the Project Schedule.

4) The drawings and written description shall detail temporary stormwater conveyance facilities and other measures proposed by the Contractor to limit the contributing drainage areas.

b. Contractor Erosion and Sediment Control Personnel

1) The Contractor shall designate sufficient employees as the responsible representatives in charge of erosion and sedimentation control. These employees' responsibilities will be the oversight of all water and air quality issues.

2) The designated employees responsible for erosion and sedimentation control as discussed above shall be the Erosion Control Lead(s) (ECL) responsible for developing, maintaining and modifying the CESCP for the life of the Contract and ensuring compliance with all requirements of this section.

3) An ECL shall always be onsite when any work activity is taking place. An ECL shall be required for each shift.

4) The ECL shall be qualified in the preparation of erosion and sediment control plans, in the installation, inspection, monitoring, maintenance of BMP's, and documentation required for NPDES permits as well as sensitive resource identification, water treatment, and restoration and stabilization of unstable slopes, shorelines, stream banks, and wetlands.

5) The ECL shall have authority to direct all Contractor and sub-contractor personnel.

6) The ECL shall have no other duties aside from developing, maintaining, modifying, inspecting, implementing the CESCP and ensuring compliance with all requirements of this section, and, all other environmental regulations, or as directed by the Engineer.

7) Qualifications of the ECL shall be as follows:

(a) Have successfully completed Contractor Erosion and Sediment Control Lead (CESCL) training given by a Washington State Department of Ecology-approved provider, and have five years experience in construction site erosion and sediment control regulatory requirements and BMPs, erosion and sediment control plan development, and stormwater/water quality monitoring, or

(b) .

8) The ECL shall also have done the following:

(a) Coordinated, developed, and implemented erosion and sediment control plans for NPDES permit compliance in the State of Washington.

(b) Completed at least two erosion and sediment control plans for earthwork projects.

(c) Developed phased construction work schedules addressing all ground disturbing activities.

(d) Designed temporary and permanent erosion and sediment control measures (BMPs) during demolition, in water work and pile removal and for emergency situations.

(e) Designed plans for dust abatement, embankment stabilization, and restoration

(f) The Contractor shall submit for approval all documentation listed above necessary to prove ECL qualifications including but not limited to resumes, certificates, degrees, recommendation letters, and plan examples.

9) Duties and responsibilities of the ECL shall include:

(a) Always maintaining permit file on site which includes the SWPPP, and any associated permits and plans;

(b) Directing BMP installation, inspection, maintenance, modification, and removal;

(c) Shall be onsite at all times when work is taking place.

(d) Availability 24 hours per day, 7 days per week by telephone throughout the period of construction;

(e) Updating all drawings with changes made to the plan;

(f) Keeping daily logs, one report per ECL is to be submitted;

(g) Prepare and submit for approval a Contractor Erosion and Sediment Control Plan (CESCP) as part of the SWPPP;

(h) Immediately notify the Engineer should any point be identified where storm water runoff potentially leaves the site, is collected in a surface water conveyance system (i.e., Barges and skiffs), and enters receiving waters of the State;

(i) If water sheet flows from the barges or skiffs identify the point at which it becomes concentrated in a collection system.

(j) Inspect CESCP requirements including BMPs as required to ensure adequacy; facilitate, participate in, and take corrective actions resulting from inspections performed by outside agencies, Port employees, and Port consultants.

(k) Set up and maintain a construction stormwater monitoring plan that includes monitoring locations and procedures. At a minimum, the plan will include monitoring points everywhere construction stormwater discharges from the project (i.e., Barges and skiffs).

(l) The ECL shall have authority to act on behalf of the Contractor.

(m) The CESCP shall include the name, office and mobile telephone numbers, fax number, and address of the designated ECL and all Contractor personnel responsible for erosion and sediment control.

(n) In addition to the ECL, at a minimum, the Contractor's superintendent, foremen, and lead persons shall have successfully completed "Contractor Erosion and Sediment Control Lead" (CESCL) training given by a Washington State Department of Ecology-approved provider. On matters concerning erosion control, they shall report to the ECL.

c. Schedule and Sequencing

1) Schedules for accomplishment of temporary and permanent erosion control work, that include as a minimum all specific work items as are applicable for pile removal and installation and all in water work.

2) Proposed method of stormwater, stockpile barge and skiff stormwater management.

3) Estimated removal date of all temporary BMPs;

4) Estimated date of final site stabilization.

5) Dates of work activities.

6) Dates when construction activities temporarily or permanently cease on any portion of the site.

7) Dates when stabilization measures are expected.

8) Dates when BMPs are initiated.

9) Dates for all work performed in sensitive environmental areas including wetlands, streams and ponds.

d. BMP Installation

1) The CESCP shall include installation instructions and details for each BMP used during the life of the Project;

2) To prepare or modify Contractor's Erosion and Sediment Control Plans, use BMPs from the Washington State Department of Ecology, Stormwater Management Manual for Western Washington, Vol. 2, and (Current Version). May be downloaded at: http://www.ecy.wa.gov/programs/wq/stormwater/manual.html

3) The ECL shall certify that all BMP installers are trained in proper installation procedures.

e. BMP Maintenance

1) The CESCP shall include a description of the maintenance and inspection procedures to be used for the life of the project.

2) BMPs shall be maintained for the life of the project, the completion of a work phase and/or until removed by direction of the Engineer;

3) BMPs shall be maintained during all suspensions of work and all non-work periods;

4) BMPs shall be maintained and repaired as needed to ensure continued performance of their intended function and in accordance with the approved CESCP;

5) All maintenance shall be completed within 24 hours of inspection

f. BMP Inspection

1) The ECL shall inspect all TESC best management practices daily during workdays and anytime 0.5" of rainfall has occurred within 24 hours on weekends, holidays, and after hours. Rainfall amounts can be determined by contacting the National Weather Service.

2) Deficiencies identified during the inspection shall be corrected within 24 hours or as directed by the Engineer.

3) Observe runoff leaving the site during storms, checking for turbid water;

4) Implement additional BMPs, if needed, to address site-specific stormwater and erosion control;

5) The ECL shall visually inspect all stormwater runoff that discharges from the project for petroleum or chemical sheen, or "rainbow". Occurrences of sheen shall be reported immediately to the Engineer and shall follow procedures specified in Section 01 57 23 – Pollution Prevention, Planning & Execution.

6) The ECL shall collect samples and test all stormwater runoff that discharges from the project for turbidity using a calibrated turbidimeter, and for pH using test strips that measure from pH 0 -14. Turbidity that exceeds 25 NTUs or pH that is below 6.5 or above 8.5 shall be reported immediately to the Engineer.

g. Record keeping

1) Reports summarizing the scope of inspections, the personnel conducting the inspection, the date(s) of the inspection, major observations relating to the implementation of the CESCP, and actions

taken as a result of these inspections shall be prepared and retained as a part of the CESCP;

2) All inspection reports shall be kept on-site during the life of the project and available for review upon request of the Engineer.

3) Copies of all inspection records and updated CESCP shall be submitted to the Engineer weekly.

4) The CESCP shall include the Contractor's inspection form which includes the following:

    (a) All best management practices are to be inspected and monitored for all work areas and work activities identified in the schedule for the life of the contract.

    (b) Inspection time and date.

    (c) Weather information includes current conditions, total rainfall since last inspection and rainfall in the 24 hours prior to the current inspection.

    (d) Locations of BMPs inspected.

    (e) Locations of BMPs that need maintenance and reasons why.

    (f) Locations of BMPs that failed to operate as designed or intended.

    (g) Locations where additional or different BMPs are needed and reasons why.

    (h) A description of stormwater discharged from the site (e.g. barges and skiffs). The ECL shall note the presence of suspended sediment, turbid water, discoloration, and/or petroleum sheen.

    (i) Water quality monitoring performed during inspection.

    (j) General comments and notes, including a description of any BMP repairs, maintenance or installations made because of the inspection.

    (k) A statement that, in the judgment of the person conducting the site inspection, the site is either in compliance or out of compliance CESCP. If the site inspection indicates that the site is out of compliance, the inspection report shall include a summary of the remedial actions required to bring the site back into compliance, as well as a schedule of implementation. If the site inspection indicates that the site is out of compliance, the ECL shall notify the Engineer immediately.

    (l) Name, title, and signature of the ECL conducting site inspection and the following statement: "I certify that this report is true, accurate, and complete, to the best of my knowledge and belief."

h. BMP Removal

1) Temporary BMPs shall be removed upon permanent stabilization or as directed by the Engineer.

2) Areas disturbed during removal of temporary BMPs shall be permanently stabilized.

3) Permanent stabilization shall occur upon installation of:

(a) All stormwater discharges from the project barges or skiffs meet the following criteria:

(i) 0-25 NTUs.

(ii) 6.5-8.5 pH.

(iii) No visible sheen.

(iv) No settleable solids.

(v) Washington State Stormwater Quality Standards (WAC 173-201A) at the receiving water, as determined by the Engineer.

i. Emergency Response

(a) The CESCP shall contain information on how the Contractor shall control and respond to turbid water discharges, sediment movement, and fugitive dust. At a minimum, the Contractor's employee responsible for, or first noticing, the discharges shall take appropriate immediate action to protect the work area, private property, and the environment (e.g., diking to prevent pollution of state waters). Appropriate action includes but is not limited to the following:

(i) Hazard Assessment - assessing the source, extent, and quantity of the discharge.

(ii) Securement and Personal Protection - If the discharge cannot be safely and effectively controlled, then immediately notify the ECL and the Engineer. If the discharge can be safely and effectively controlled, proceed immediately with action to protect the work area, private property, waters of the state and the environment.

(iii) Containment and Elimination of Source - Contain the discharge with pipes, sandbags or plastic downgradient from the affected area. Eliminate the source of the discharge by pumping turbid water into a controlled area, piping clean and diverting water away from the area or other means necessary.

(iv) Cleanup - when containment is complete, remove sediment, stabilize, dispose of contaminated water and prevent future discharge.

(v) Notification - report all discharges immediately to the Engineer.

j. Construction Stormwater Management

1) Storm water and construction dewatering operations shall not be discharged from the barges or skiffs unless free from pollutants. Before discharge, water shall be measured using a properly calibrated, approved turbidity meter. Discharged water shall not exceed 25 Nephelometric Turbidity Units (NTUs) and pH levels shall be between 6.5 and 8.5.

2) The CESCP shall address how the Contractor plans to manage clean and polluted water during the life of the project. Specific procedures shall be developed and included in the CESCP.

3) Water shall not be pumped into waters of the state unless it meets the specifications outlined in this section and with prior approval of the Engineer.

k. Education:

1) The Contractor shall provide narrative in the CESCP on how they will educate all personnel including subcontractors. At a minimum, the Contractor shall:

(a) Train staff through regularly scheduled meetings to discuss environmental protection subjects as related to this project. This may be added to any existing weekly meetings (such as safety meetings).

(b) Training shall emphasize water quality compliance, BMP installation and maintenance, sensitive areas, emergency response, spill prevention, and inspections.

(c) Minutes of the meetings detailing attendees and subjects discussed shall be kept and submitted to the Engineer weekly.

(d) Prior to commencing work, all Contractor and subcontractor personnel at any tier shall complete a Port of Seattle Environmental Compliance Orientation given with the required Safety Orientation.

3.03 EXECUTION OF WORK

A. CONSTRUCTION REQUIREMENTS

1. Debris Boom

a. The Contractor shall install, maintain and monitor an impervious debris boom on the water side of the work area for each phase prior to any in water or demolition activities. The debris boom shall be deployed as necessary to comply with permits under the Engineers direction and the requirements specified herein.

b. The contractor shall maintain and repair the debris boom throughout the duration of all construction activities associated with each phase. The debris boom can be reused for subsequent

phases provided it is still in good working condition or as approved by the Engineer.

c. The impervious debris boom shall always fully enclose the entire wet perimeter of the contractor work area for each phase and shall be anchored to the shoreline at elevation +14 MLLW or higher.

d. All contractor work vessels and skiffs shall be moored inside the debris boom.

e. Any treated wood, debris or materials that fall into the water during disassembly or construction shall be contained within the debris boom and immediately removed. All accumulated debris shall be disposed of at an approved site in accordance with all Federal, State and local regulations or as approved by the Engineer.

f. Absorbent booms shall be placed on the landside of the debris boom and used in conjunction with the debris boom for each work phase and shall be monitored and replaced as needed or as determined by the Engineer.

g. The Contractor shall not remove debris boom until waters within the containment are free from debris, suspended materials and contaminants and meet the requirements of the project permits and have been approve for removal by the Engineer.

2. Wood Shavings, Sawdust

a. Wood shavings, sawdust and cuttings shall be vacuumed during cutting operations;

b. Saw cut slurry, wood shavings, sawdust and cuttings shall not drain to waters of the State.

c. Wood shavings, sawdust and cuttings are the responsibility of the Contractor and shall be disposed of offsite in a manner that does not violate groundwater or surface water quality standards.

3. Construction Debris Stockpiles

a. Construction debris, including but not limited to broken concrete and damaged or deteriorated piles, shall be stockpiled and contained within the enclosed perimeter of the laydown barge.

b. Shavings and sawdust shall be contained inside of the enclosed perimeter of the laydown barge.

4. Stormwater Management

a. The Contractor is responsible for conveying stormwater within each work area to a stormwater storage tank and removed for disposal or as approved by the Engineer.

b. Temporary piping, structures and pump facilities required for the conveyance are the responsibility of the Contractor.

c. The storage tank facilities including ramps, temporary structures and piping shall be removed at the completion of the work or as directed by the Engineer

PART 4 MEASUREMENT AND PAYMENT

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4.01 GENERAL

No separate measurement or payment will be made for the Work required by this section. The cost for this portion of the work will be considered incidental to and included in the payments made for the applicable bid items in the Lump Sum bid for the project.

End of Section

PART 1 GENERAL

1.01 SUMMARY

A. This section consists of planning for and implementing the temporary measures indicated herein, shown on the Contract Documents, or as ordered by the Engineer to prevent pollution of soil and water, and control, respond to, and dispose of potential pollutants or hazardous materials during the life of the Contract.

B. This work shall apply to all areas associated with Work including, but not limited to the following locations:

1. Project Site, including equipment and material storage areas
2. Staging/Laydown areas
3. Stockpile areas

1.02 DESCRIPTION OF WORK

A. In order to comply with this specification the Contractor shall:

1. Develop and submit a site-specific Pollution Prevention Plan
2. Revise the Pollution Prevention Plan during the life of the Contract
3. Install, maintain, and remove all spill prevention, containment, countermeasures, and pollution prevention Best Management Practices during the life of the Contract
4. Contain, cleanup and dispose of all hazardous materials or potential pollutants
5. Maintain good housekeeping practices at the jobsite and laydown/staging areas
6. Perform other work shown on the Contract Documents or as directed by the Engineer
7. Maintain any required Contractor pollution liability insurance including insurance liability for the transportation of hazardous materials for the duration of the Contract
8. Maintain a proper Hazardous Material Endorsement for any driver that is transporting hazardous material in a vehicle that requires the driver to maintain a valid and current Commercial Driver’s License in the State of Washington

1.03 POLLUTION PREVENTION PLAN

A. The Contractor shall develop and submit to the Port a site-specific Pollution Prevention Plan. The Pollution Prevention Plan must be a site-specific document that outlines the administrative, operational, and structural Best Management Practices that will be implemented on the project.

B. The Pollution Prevention Plan must, at a minimum, include the following:

1. Site specific description and drawings
2. Contractor pollution prevention contact personnel

3. Known or potential hazardous materials inventory list
4. Safety Data Sheets (SDSs) for hazardous materials identified on the inventory list
5. Hazardous material containers labeling system
6. Hazardous material container storage and handling procedures
7. Hazardous material spill prevention planning and execution
8. Hazardous material spill control and response planning and execution
9. Hazardous material cleanup and disposal planning and execution
10. Pollution Prevention BMP Selection
11. Pollution Prevention BMP Maintenance planning, execution, and inspection
12. Subcontractor's acknowledgment
13. Education

1.04 SUBMITTALS

A. As part of the required Preconstruction Submittals, Section 01 32 19 - Preconstruction Submittals, and before Notice to Proceed is issued, the Contractor shall submit the following information:

1. Pollution Prevention Plan and the required contents.

1.05 DEFINITIONS

A. Absorbent: Any material capable of absorbing oils, water-based materials, solvents, acids, and other hazardous materials. Absorbent materials include: pads, kitty litter, floor dry, and other commercially available materials.

B. Best Management Practice (BMP): The variety of administrative, operational, and structural measures that will be implemented to prevent and reduce the amount of contaminants in stormwater and the environment. (Examples: covering concentrated galvanized materials and providing secondary containment for liquid storage are BMPs).

C. Container: Any portable device, in which a material is stored, transported, treated, disposed of, or otherwise handled.

D. Dangerous Waste: Solid wastes designated by the State of Washington Under Chapter 173-303 WAC and regulated as Dangerous Waste, Extremely Hazardous Waste, or Mixed Waste. (The State of Washington is authorized to implement Federal Hazardous Waste Regulations - see also Hazardous Waste Definition)

E. Hazardous Material: A substance or material, including a hazardous substance, hazardous waste, marine pollutant, including but not limited to: diesel, gasoline, petroleum products, solvents, paints, acids, lubricants, curing compounds, form release agents, adhesives, sealants, and epoxies. (See also Hazardous Waste definition)

F. Hazardous Material Storage Area: The area used by the Contractor to store hazardous material.

G. Hazardous Material Container Labeling System: The system used by the Contractor for identifying the secondary containers used to store hazardous

materials or wastes. Acceptable methods include: Department of Transportation (DOT), Hazardous Material Information System (HMIS); National Fire Protection Association Fire Diamond (NFPA Hazard Rating).

H. Hazardous Waste: Solid wastes designated by 40 CFR Part 261, and regulated as hazardous or mixed waste by the United States EPA.

I. Laydown Staging Area (LSA): Remote office, equipment and materials laydown staging areas.

J. Project Site: The location(s) where the Work will be performed or constructed by the Contractor as set forth in the Drawings and Specifications. Project Site specifically includes areas identified by the Port for Contractor's logistics or staging but does not include any areas separately secured by the Contractor, a Subcontractor of any tier, or Supplier for use in connection with the Work (e.g. Contractor's home office, an off-site fabrication plant, etc.).

K. Safety Data Sheet (SDSs): Written or printed material available for each chemical that includes information on: the physical properties, hazards to personnel, fire and explosion potential, safe handling recommendations, health effects, fire-fighting techniques, and reactivity and disposal.

L. Secondary Container: Any container, other than the original container that is used for transferring, holding, storing or otherwise containing hazardous materials or wastes.

M. Secondary Containment: A device designed, installed, or operated to prevent any migration of wastes or accumulated liquid to the soil, ground water, or surface water. The device must, at minimum, hold 110 percent of the volume of the largest container being stored. The device must have the strength to contain a spill and be made of materials that will not be degraded by the wastes or accumulated liquids it is intended to contain.

N. Sorbent: A material used to soak up free liquids by either adsorption or absorption, or both.

O. Storm Drainage System: Consists of any drain, inlet, catch basin, slot drain, pipe, gully, fissure, ditch, or other form of conveyance that collects and transports stormwater.

1.06 REFERENCES

A. The following rules, requirements and regulations specified may apply to this work:

1. Washington State Dangerous Waste Regulations: Chapter 173-303 WAC, September, 2020 or current edition.

2. National Pollution Discharge Elimination System Phase I Municipal Stormwater Permit [WAR044701]

3. Part C - Hazardous Communication: Chapter 296-62-054 WAC, "Right to Know".

4. Puget Sound Stormwater Management Plan, Puget Sound Water Quality Action Team; 1998.

5. Title 40 Code of Federal Regulation Subchapter I - Solid Wastes 261, 262, 263, 265, 268, 273, 279, 370 (Federal Hazardous Waste Regulations).

6. Stormwater Management Manual for Western Washington, Department of Ecology; July 2019 (or current edition).
7. Surface Water Design Manual, King County Public Works, September 1998
8. City of Seattle Stormwater Code: SMC 22.800 – 22.808, July 2021 (or current edition).
9. City of Seattle Stormwater Manual, July 2021 (or current edition)
10. WAC 173-201 A, Water Quality Standards of the State of Washington.
11. Revised Code of Washington - 46.25.085, 46.25.080, 46.25.070, 46.48.170, 4.24.314.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 SITE SPECIFIC DESCRIPTION AND DRAWINGS

A. A written site description shall be included in the Pollution Prevention Plan that addresses the following:

1. Physical description and location of the construction site and staging areas;
2. Construction activities that will involve the use of hazardous materials or generate hazardous waste;
3. Location of material storage areas and project staging areas;
4. Designated fueling areas;
5. Proximity to any natural or manmade drainage conveyance including ditches, catch basins, ponds, wetlands, and pipes;
6. Public areas relating to construction project;
7. Proximity to other construction sites;

B. Drawings shall be included in the Pollution Prevention Plan that show the construction site(s), location of fueling areas, equipment storage areas, catch basins and other man-made and natural drainage conveyances within the work area and storage areas. The drawings shall show locations of Pollution Prevention BMPs during each phase of construction. The drawings may be hand drawn sketches but must include the appropriate spatial information.

3.02 CONTRACTOR POLLUTION PREVENTION CONTACT PERSONNEL

A. The Contractor shall identify in the Pollution Prevention Plan at least one project personnel that will be available 24 hours a day to administer and respond to hazardous materials management requirements of the Contract and provide the following information:

1. Contact Name
2. Contact Phone Number
3. Contact E-mail Address

B. Duties

1. Maintain permit file on site at all times which includes the Pollution Prevention Plan, Contractor Erosion and Sediment Control Plan and any associated permits and plans;
2. Direct BMP installation, inspection, maintenance, modification and removal;
3. Available 24 hours per day, 7 days per week by telephone;
4. Update all drawings with changes made to the Pollution Prevention Plan;
5. Maintain daily logs;
6. Immediately notify the fire department (911) of any hazardous material spill that cannot be contained (see Paragraph 3.08.A.5 for detailed reporting requirements).
7. Immediately notify the Engineer of any and all spills, regardless of size.
8. Inspect for Pollution Prevention Plan requirements including BMPs as required to ensure adequacy. Facilitate, participate in, and take corrective actions within 24 hours resulting from inspections performed by outside agencies, Port employees, and Port designees.

C. Qualifications

1. The Pollution Prevention Plan Inspector shall have the following experience:
   a. Prevention, control and clean-up of construction caused pollution from petroleum, hazardous materials and construction wastes.
   b. Knowledge of basic hazard and risk assessment techniques.
   c. An understanding of basic hazardous materials terms.
   d. Ability to perform basic control, containment or confinement operations within the capabilities of the resources and personnel protective equipment available.
   e. Installation, inspection, maintenance, reporting, record keeping, and removal of Pollution Prevention BMPs.

3.03 HAZARDOUS MATERIAL INVENTORY LIST

A. A complete list of all known or potential hazardous materials or waste to be used or generated during all phases of the construction project shall be included in the Pollution Prevention Plan.

3.04 SAFETY DATA SHEETS (SDSs)

A. A Hazardous Material Inventory List supported by a corresponding SDS for all materials that have an SDS shall be included in the Pollution Prevention Plan.

B. For all hazardous materials not submitted in the original Hazardous Material Inventory List, the Contractor shall provide SDSs to the Engineer prior to bringing the material on site and submit a revised inventory list (or plan if required) within 7 days.

1. Hazardous materials shall be permitted on the work site only with prior written acknowledgement of receipt of SDSs by the Engineer.

3.05 HAZARDOUS MATERIAL CONTAINERS LABELING SYSTEM

A. The Pollution Prevention Plan shall address and the Contractor shall implement the following:

1. Identification of container with a legible label containing the materials product name, as was written on the material's original container label.
2. Include the name of the material's manufacturer, as was written on the chemicals original container label.
3. Include appropriate hazard warnings, which identify the chemicals associated risks to health, flammability, or reactivity.
4. Contractor shall mark each container with the Contract project number and company owner of the container.
5. The mark shall be permanent, easily identifiable and placed with care to prevent defacing of the marker through abrasion, chemical reaction, or other means that would hinder marker identification.
6. At all times during the Work, the Contractor shall assure that proper and identifiable labels are attached to all hazardous materials and secondary containment

3.06 HAZARDOUS MATERIAL CONTAINER STORAGE AND HANDLING

A. Solid Chemicals, chemical solutions, paints, petroleum products, solvents, acids, caustics solutions, and any waste materials, including used batteries, shall be stored in a manner that will prevent the inadvertent entry of these materials into waters of the state, including groundwater. Storage shall be in a manner that will prevent spills due to overfilling, tipping, or rupture. In addition, the Pollution Prevention Plan shall address and the Contractor shall implement the following specific requirements:

1. All liquid products must be stored on durable, impervious surfaces and within a berm or other means of secondary containment capable of containing 110% of the largest single container volume in the storage area.
2. Keep secondary containment facilities free of accumulated rainwater and spills.
3. Waste liquids shall be stored under cover, such as tarps of roofed structures, in addition to secondary containment. Any waste storage areas, whether for waste oil or hazardous waste, shall be clearly designated as such and kept segregated from products to be used on the site.
4. In the event that the Contract Document Drawings designate a hazardous material storage area, the Contractor shall be restricted to storing hazardous materials or waste specific to the Project work to the area designated in the Contract Document Drawings.
5. All hazardous materials and waste containers shall be stored with the container lid secured, to prevent spills or leaking.
6. Minimize hazardous material storage on site and handle as infrequently as possible.
7. Provide protection from vandalism for all chemicals and materials that have the potential to pose a threat to human health or the environment.

8. Upon completion of a specific task for which hazardous material(s) were used, the Contractor shall document in the Daily Report (Form CM03), the amount of hazardous material removed from the site, and the product and manufacturer name(s) of such material(s).

3.07 HAZARDOUS MATERIAL SPILL PREVENTION

A. The Pollution Prevention Plan shall address and the Contractor shall implement the following:

1. Hazardous Material Transfer

a. All hazardous materials shall be transferred from primary to secondary containers using secondary containment with spill kits in close proximity.

2. Vehicle and Equipment Fueling

a. All equipment fueling operations shall utilize pumps and funnels and absorbent pads and / or drip pans;

b. Fueling shall not take place within 25 feet of any natural or manmade drainage conveyance including ditches, catch basins, ponds, wetlands, and pipes;

c. Fueling shall be restricted to designated fueling areas as shown on the Contract Documents or as submitted and accepted by the Engineer as a part of the Pollution Prevention Plan;

d. A spill kit will be located within 25 feet of the fueling operation

3. Vehicle and Equipment Maintenance

a. Engine, transmission, and hydraulic oil may be added, as needed utilizing funnels and drip pans;

b. Absorbent pads shall be placed to prevent fluid contact with soil;

c. No fresh or used engine fluids will be stored on the project site;

d. No vehicle maintenance other than emergency repair shall be performed on the project site.

4. Small Engine Fueling and Maintenance

a. All fueling operations and engine fluid additions shall utilize funnels and be performed over drip pans.

b. Absorbent pads shall be placed to prevent fuel and engine fluid contact with soil.

c. Fueling shall not take place within 25 feet of any natural or manmade drainage conveyance including ditches, catch basins, ponds, wetlands, and pipes.

d. Contractor shall not drain and replace engine fluids on Port property.

5. Equipment Storage

a. Drip pans and absorbent pads shall be placed under all large fuel-powered and/or engine/hydraulic oil containing equipment that is unused for more than 4 hours, overnights, weekends, and holidays.

b. Small fuel powered and/or engine/hydraulic oil containing equipment (i.e. generators, light plants, etc.) shall be stored inside properly sized secondary containment at all times.

6. Spill Response Kits

a. Spill kits shall be stored at designated locations on the project site, at the hazardous material storage areas, and in close proximity to any fueling operation.

b. The contents of the spill kit must be appropriate to the types and quantities of materials stored and used, and spill kit contents shall be replaced after use. Spill Kits shall, at a minimum, contain the following:

(1) 1-spill response procedures sheet

(2) 12-oil absorbent pads (17”x19”)

(3) 12-water-based absorbent pads (17”x19”)

(4) 3-oil absorbent socks/booms (3’x4’)

(5) 2-oil absorbent socks/booms (3’x10’)

(6) 1-roll of plastic sheeting

(7) 5-gallons (or ~25 lbs) of loose absorbent material (i.e. kitty litter or floor dry)

(8) 24-heavy duty garbage bags

(9) 1-shovel (non-metallic)

(10) 1-broom

(11) 1-pair splash resistant goggles

(12) 1-water resistant nylon bag

(13) 3-pair nitrile gloves

(14) 10-copies spill report form

3.08 HAZARDOUS MATERIAL SPILL CONTROL AND RESPONSE

A. The Plan shall contain information on how the Contractor shall control and respond to hazardous material spills. At a minimum, the Contractor’s employee responsible for the spill must take appropriate immediate action to protect human health and the environment (e.g., diking to prevent contamination of state waters).

1. Hazard Assessment - assess the source, extent, and quantity of the spill.

2. Containment and personal protection - If the spill cannot be safely and effectively controlled, then evacuate the area and immediately notify outside response services (go to Step 5). If the spill can be safely and effectively controlled, secure the area and proceed immediately with spill

control (impacts to waters of the state should be given the highest priority after human health and safety)

3. Containment and elimination of Source - Contain the spill with absorbent materials or a soil berm around the affected area. Eliminate the source of the spill by closing valves, sealing leaks, providing containment, or deactivating pumps.

    a. Spill control measures may include damming the spill, covering floor drains, catch basins, or preventing the contaminant from entering water systems. Contaminants include turbidity as well as chemicals.

4. Cleanup - when containment is complete, clean or remove the spill with absorbents or by pumping and containerizing the material for off-site disposal.

5. Notification –

    a. In the event of a spill to land on Port Maritime property, contact Marine Maintenance Dispatch at 206-787-3350.In the event of a spill to water from Port Maritime property or sheen/evidence of spill in waterways, contact:

        (1) National Response Center at 800-424-8802

        (2) Washington Emergency Management Division at 800-258-5990

        (3) Seaport Environmental Incident Notification at 206-295-7912

        (4) Marine Maintenance Dispatch at 206-787-3350 (if the spill began on land)

    b. Provide the following information:

        (1) Time spill occurred or was discovered

        (2) Location of the spill and equipment involved

        (3) Material spilled and estimated quantity

        (4) Measures taken to contain the spill and secure the area

    c. Report all spills (regardless of size) immediately to the Engineer.

    d. Complete spill report form within 24 hours and submit to Engineer.

        (1) The report shall include items from 3.08.5.b. above

        (2) The report shall describe/propose preventative future measures

        (3) An example spill report form is included in the Maritime Division Environmental Notification Guide attached as Appendix A.

3.09 HAZARDOUS MATERIAL CLEANUP AND DISPOSAL

A. The Plan shall contain information on how the Contractor shall characterize, cleanup and remove all hazardous material and waste generated from Contractor operations. At a minimum, the Plan shall include or communicate the following:

1. For the purposes of this section, clean shall be defined as the Work site being free of all hazardous material(s), product (or oil) sheen, waste(s) container(s), containment device(s), scrap material(s), used spill pads or absorbent pads, or any other hazardous material debris resulting from the Contractor activities.

2. The Port of Seattle will retain title to all existing hazardous waste on site if encountered during demolition, removal, or excavation. This does not include hazardous materials generated, or left behind by the Contractor, such as used motor oils, paints, lubricants, cleaners, spilled materials, etc. Contractor will be the generator and owner of these wastes and shall clean and dispose of such waste according to the Contract Documents and follow local, State, and Federal regulations. The Port of Seattle will be shown as the hazardous waste generator and will sign all hazardous waste manifests for non-Contractor generated hazardous wastes. Nothing contained within these Contract Documents shall be construed or interpreted as requiring the Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

3. Hazardous material(s) and other waste(s) shall be disposed in a fully permitted disposal facility with the approvals necessary to accept the waste materials that are disposed. Use of the Port of Seattle's EPA Identification Number for disposal purposes must be coordinated with the Engineer and all documentation such as manifests, land disposal restriction forms, and profiles must be delivered to the Engineer if the Port of Seattle's EPA Identification number is being used for disposal on the project.

4. Handling of any contaminated soils resulting from a contractor spill shall be coordinated with the Engineer. Contaminated soil stockpiles must be on a plastic liner, covered with plastic, secured and labeled. Contaminated soils from a contractor spill of unknown source must be characterized for disposal purposes.

5. Contaminated materials, such as absorbent materials, rags, containers, gloves, shall be collected, placed into labeled containers and properly disposed.

6. Any unanticipated hazardous materials, waste, or contaminated soils encountered during construction that are not generated by the Contractor shall be immediately brought to the Engineer's attention for determination of appropriate action. Contractor shall not disturb such hazardous materials or contaminated soils until directed by the Engineer.

3.10 Pollution Prevention BMP Selection

A. The contractor shall document temporary Pollution Prevention BMPs that will be implemented during the duration of the project. Approved BMPs for Port properties within the City of Seattle may be found in the City of Seattle Stormwater Manual (July 2021), or current edition.

B. At a minimum, the following Pollution Prevention BMPs will be required on the project site and at any LSA utilized by the contractor:

1. Housekeeping – Contractor areas and pavement shall remain free of loose trash/debris (including cigarette butts) and sediment at all times.

2. Concentrated galvanized materials shall not be stored directly on pavement and shall be under cover (or covered and secured with plastic sheeting or tarps) at all times.
3. Products with SDSs and small fuel-powered equipment shall be stored inside properly sized and maintained secondary containment.
4. Lids are required on all dumpsters and/or trash cans, and shall be secured at all times.

3.11 Pollution Prevention BMP Maintenance Planning, Execution and Inspection

A. Planning and execution

1. BMPs shall be maintained for the life of the project, the completion of a work phase and/or until removed by direction of the Engineer.
2. BMPs shall be maintained during all suspensions of work and all non-work periods.
3. BMPs shall be maintained and repaired as needed to assure continued performance of their intended function.
4. Sediments removed during BMP maintenance shall be placed away from natural and constructed storm water conveyances and permanently stabilized or removed from the project site or LSA.
5. All maintenance shall be completed within 24 hours of inspection.

B. Inspection

1. Contractor shall inspect all BMPs daily when work is occurring onsite and anytime 0.5” of rainfall has occurred within 24 hours on non-working days including, but not limited to, weekends, holidays, after hours, and suspension days. Rainfall amounts can be determined by contacting the National Weather Service.
2. Deficiencies identified during inspection shall be corrected within 24 hours or as directed by the Engineer.

3.12 SUBCONTRACTOR ACKNOWLEDGEMENT

A. The requirements of the Pollution Prevention Plan are the responsibility of the Contractor and compliance must be communicated at all tiers of the Contract. The Contractor must provide a written acknowledgement from all subcontractors that they have read, understand, and will comply with the requirements of the Pollution Prevention Plan. This written acknowledgement must be included in the Pollution Prevention Plan as part of the preconstruction submittal. The subcontractor acknowledgement section of the Pollution Prevention Plan must be updated as needed throughout the life of the Contract.

3.13 EDUCATION

A. The Contractor shall provide narrative in the Pollution Prevention Plan on how they will educate all personnel including subcontractors. At a minimum, the Contractor shall train staff through regularly scheduled meetings to discuss environmental protection subjects as related to this project. This may be added to any existing weekly meetings (such as safety meetings). Training content shall emphasize identifying Pollution Prevention team members, pollutant sources, sensitive areas,

emergency response, spill prevention and inspections. Keep minutes of the meetings detailing attendees and subjects discussed. Submit the minutes to the Engineer monthly.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

A. Payment for the Work required by this section will be made on a time and material basis.

End of Section

PART 1 GENERAL

1.01 SUMMARY

A. This section includes construction waste management requirements.

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 non-hazardous 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. 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.

D. 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.

E. Non-Recoverable Materials: Includes wastes, such as contaminated soils, asbestos, and lead (Pb) paint that have special handling and landfill disposal requirements.

F. Proper Disposal: As defined by the jurisdiction receiving the waste.

G. Recyclable Materials: Products and materials that can be recovered and remanufactured into new products.

H. 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).

I. 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.

J. 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.

K. 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.

L. Source-Separated Materials: Materials that are sorted at the site into separate containers for the purpose of reuse or recycling.

M. Sources Separation: Sorting the recovered materials into specific material types with no, or a minimum amount of, contamination on site.

N. 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.

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. Glass, both window and bottle
3. Plastics, including plastic film
4. Cardboard packaging
5. Insulation
6. 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. Per the requirements of Section 01 32 19 - Preconstruction Submittals, submit to the Engineer a Waste Management Plan narrative in accordance with these specifications. Use the Waste Management Plan Form attached at the end of this Section or other format as accepted by the Engineer (Attachment A).

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 accepted recycling facility.
    b. Method 2 - Contracting with diversion/recycling hauler to haul recyclable material to an accepted recycling or material recovery facility.
    c. Method 3 – Recyclable material reuse on-site.

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.

6. Description of methods to communicate Waste Management Plan to personnel and subcontractors.

1.06 WASTE MANAGEMENT FINAL REPORT

A. Use the Waste Management Final Report Form attached at the end of this section or other format as accepted by the Engineer (Attachment B). 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 accepted 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.

C. For a comprehensive list of recycling facilities in King County, and other Contractor resources, contact King County's Construction and Demolition Recycling Program:

http://your.kingcounty.gov/solidwaste/greenbuilding/construction-demolition.asp

PART 2 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 Owner's property and legally dispose of them.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

A. Payment for the Work required by this section will be made on a time and material basis.

End of Section

Attachment A
WASTE MANAGEMENT PLAN

Company:
Project:

Designated Recycling Coordinator:

Waste Management Goals:
This project will recycle or salvage for reuse CDL waste generated on-site to the maximum extent practicable.

Communication Plan:

Expected Project Waste, Disposal Facility, Collection Strategy, and Handling:
The following charts identify waste materials expected on this project, disposal facility details, collection strategies (e.g. source-separate, co-mingle), and waste handling methods

Deconstruction/Demolition Phase

Waste Material	Facility (name, address)	Collection Strategy	Waste Handling Method

Construction Phase

Waste Material	Facility (name, address)	Collection Strategy	Waste Handling Method

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

A. Throughout the progress of the Work the Contractor shall maintain accurate set of As-built Redline Documents (including shop and Contractor bidder-design drawings and specifications).

B. As-Built Redline Drawings will be used by the Port at a future time as the basis of revision to the CAD drawing files and therefore must clearly communicate the changes in graphics and text to the CAD operator performing the drawing revisions.

1.02 QUALITY ASSURANCE

A. The responsibility for maintenance of changes to the As-Built Redline Documents shall be assigned to one person on the Contractor's staff.

B. As-Built Redline Documents:

1. Shall be kept accurate and current per the requirements of paragraph 3.01, Maintenance of As-Built Record Documents.

2. Thoroughly coordinate all changes by making redline entries on an ongoing basis on a single set of full-size Contract Documents maintained at the job site or an electronic version of the documents maintained on a shared drive accessible to the Port. Accuracy shall be such that future users of information showing the as-built condition of the Work may reasonably rely on the information shown.

1.03 SUBMITTALS

A. Final As-Built Redline Documents Submittal:

1. Submit a final electronic PDF file for acceptance as required for Physical Completion.

a. The submitted file(s) shall be in .pdf format, each one no larger than 2 GB.

PART 2 PRODUCTS - Not used

PART 3 EXECUTION

3.01 MAINTENANCE OF AS-BUILT PROJECT RECORDS

A. During construction of the Work, the Contractor shall use all means necessary to maintain a record of changes to the Contract documents completely protected from deterioration and from loss and damage.

B. As-Built Redline Documents

1. All change directives in the Work generated by Change Orders (CO), with reference to Written Authorizations (WA), Construction Bulletins (CB) Requests for Information (RFIs), and accepted substitutions, shall be recorded on the Contract Documents.

2. The Contractor shall revise one (1) set of electronic Contract Documents, by red-line process to show the as-built conditions during the course of the project. Identify documents with the title REDLINES.

a. Define an accepted method for protecting the project As-Built Redline Documents for the duration of the Contract.

b. Do not use the As-Built Redline Documents for any purpose except entry of new data and for review by the Engineer.

3. Changes shall show the actual Work with the same level of accuracy and completeness as the original Contract Documents. As-built Redline Documents should include changes in location, identification and sizes of material, equipment, utilities and elements of the project and reflect the correct scale, grade, elevations, dimensions and coordinates of changes.

a. The change directive (CO/RFI/WA/CB) number should be identified on the drawing with the “clouded” changes. It is not necessary to describe the directive, when, why or who authorized the change.

(1) On an electronic file, select red line color.

b. Distinguish between annotations intended to be copied exactly by a future drafter creating As-Built files and information that is supplemental and not meant to be copied. Examples of supplemental information would include notes to the drafter and information purely for the Contractor’s information in monitoring the change. A suggested approach is to make all markings not to be copied by a CAD operator in a color other than red, reserving red for information to be copied exactly.

c. Do not include markings or reference to documents that do not generate a graphic or text change.

4. Complex or complicated changes can be noted in the As-built Redline Documents with a cloud and reference to the directive attached to the document or the back of the sheet preceding it or as an attached file to an electronic As-built Redline file.

5. Include changes or modifications that result from final inspection.

C. Shop drawings and Contractor bidder-design drawings shall be maintained accurate and current and show, as a minimum, the following information:

1. Changes from approved detail drawings prepared and/or furnished by the Contractor; including but not limited to shop drawings, installation plans and dimensions of equipment.

2. The actual bidder-design work by the Contractor to meet performance specifications, such as HVAC controls, Fire Alarm, Sprinkler systems and Data Management systems, to the same level of detail as the submitted and approved bidder-design drawings.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

A. Payment for the Work required by this section will be made on a time and material basis.

End of Section

Appendix #1: Redlines Quality Checklist

CHECK ITEM	EXAMPLE/COMMENT
Check that supplementary information is coded in such a way that it will not be transferred to the final record documents	Example: lines or notes not to be copied might be marked in a different color. An example of supplementary information might be references to dates or meetings or field conversations that the Contractor may want recorded on the As-Built Redline Documents for record purposes but that are not relevant to the physical as-built condition.
Check that the changes are marked exactly as they should be indicated in revised documents	An example of unacceptability would be a relocated light fixture shown by a circle around the item with an arrow leader pointing to the new location. Correctly it should be drawn in the final location in which it was actually installed exactly as a drafter would be intended to draw it with all circuits or connections included and previous circuits and connections shown deleted.
Check that a drafter could access the information from which the change was constructed	The change should be clouded or otherwise identified with a reference to the actual change directive from which it was constructed (CO, CB, FA, RFI, etc.) - this may not necessarily be the official Change Order. The traditional practice of attaching the directive to the back of the preceding sheet is recommended.
Check that the original information superseded by a sketch attachment to the change directive is clearly identified	It is not necessary for the Contractor to redraw what is clearly shown and dimensioned on the sketch. However, it should be clear what information the sketch replaces.
Check that the Contractor is keeping some kind of log or checklist of changes pending completion of the installation or construction in the cases where the Contractor does not	This is important when the practice adopted is to not mark the changes until the work is completed to assure accurate "as-built" information. Without the checklist, the Contractor can easily lose track and it will be more difficult for the Port Inspector to check the status.

record the change until the work is completed	
In the case of the item above, check the Contractor's method for verifying that the change directive does reflect the in-place (As-built) work	If the work is not constructed exactly per the sketch accompanying the change directive, the variation should be noted in a way that would be clear to a drafter.

THE NORTHWEST SEAPORT ALLIANCE
Gateway to Solutions
nwseaportalliance.com

MEMORANDUM

DATE: June 10, 2026

TO: Thais Howard, PE, Sr. Director, Engineering

FROM: John Wolfe, Chief Executive Officer

SUBJECT: **DECLARATION OF EMERGENCY - EMERGENCY REPAIR DUE TO TERMINAL 18 (T18) NORTHEAST FENDER SYSTEM DAMAGE**

Description:

On Friday, May 29, the tenant, Kinder Morgan, at the north end of Terminal 18 notified the NWSA that the northeast area of the wharf in their leased premises appeared to be unsafe to walk on. On behalf of the NWSA, Port of Seattle (POS) Engineering conducted an initial evaluation of the information on June 1, 2026, and determined that the tenant should not walk on the area of concern, confirmed by a broader topside and waterside investigation on 6/3/2026. That investigation determined that major portions of the fender pile system have been damaged and that operations need to cease in both, topside and waterside areas. We currently have an approved project in process to make repairs to the existing fender system with plans to repair and/or replace deteriorating and damaged elements of the system. Because of the existing deterioration, vessels coming alongside have accelerated damage. This existing deterioration has caused cascading effects of damage.

Kinder Morgan provides fueling operations to vessels throughout the NWSA north harbor tenants, POS cruise, and other operations in the harbor. This operation is critical to the harbor and region, and repairs must be made as soon as possible to restore full operations at the terminal. The repair of the fender system is a lessor responsibility. This emergency declaration will cover further investigation of the extent of repairs needed and repair or replacement of all elements of the fender system to allow operations to continue. The existing T18 Northeast Fender Repairs project will be used to complete this work. The total estimated cost is yet to be determined, but the initial authorization under this emergency declaration will be $3,000,000.

Justification:

As described, this meets the RCW 39.04.280 definition of emergency for purposes of exemption from competitive procurement processes as this is an unforeseen circumstance beyond the control of the NWSA that presents a real, immediate threat to the proper performance of essential functions.

Therefore, in accordance with the NWSA policies (Master Policy, Section 8.j) and applicable law (RCW §§ 39.04.020 and 39.04.280), and as authorized by the NWSA Chief Executive Officer's signature below, an emergency is hereby declared, and staff is authorized to proceed with immediate work relative to the above-described conditions, including issuing contracts without full competitive bidding requirements as necessary to respond to the emergency in accordance with RCWs 39.04.020, 39.04.280 and 53.19.030. The declaration of emergency will be

published on the NWSA's website and in a newspaper of general circulation published in the county in which such work is to be done within seven calendar days following commencement of the work or execution of the contract, whichever occurs first. This Declaration is herewith filed with the Managing Members.

Dated this 10th day of June 2026

John Wolfe
Chief Executive Officer

cc: NWSA Managing Members