PORT OF TACOMA
TACOMA, WASHINGTON
TRU-GRIT REMEDIAL ACTION (PARCEL 115)

PROJECT NO. 101652.01
PROCUREMENT NO. 062026--1038

Thais Howard, PE
Sr. Director, Engineering

Kyle Smith, PE
Project Manager

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

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

SEAL & SIGNATURE	SECTION(S)
	35 01 50 – Dredged Material Management and Processing 35 02 00 – Residuals Management Cover Placement 35 20 23 - Dredging

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PROCUREMENT AND CONTRACTING REQUIREMENTS

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PART 1 - GENERAL

1.01 SUMMARY

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

Sheet No.	Drawing Title
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TRU-GRIT REMEDIAL ACTION (PARCEL 115)

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Scope of Work:	The Work required for this Project includes: dredging of channel sideslope per plan; installation of dewatering faciltity, including treatment systems, at the designated transload site; overwater transportation of dredged sediment to dewatering faciltiy; on-shore material handling and dewatering; haul and dispose of dewatered sediment to a Subtitle D disposal faciltity; pre- and post-dredge bathymetic surveying; water quality monitoring; placement of post-dredge residual management cover
Bid Estimate:	Estimated cost range is $6,000,000 to $10,000,000, plus Washington State Sales Tax (WSST). In accordance with RCW 39.04.320, fifteen (15) percent apprenticeship participation is required for certain projects estimated to cost one million ($1,000,000) dollars or more. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530, by phone (360) 902-5320, or e-mail at Apprentice@lni.wa.gov, to obtain information on available apprenticeship programs.
Sealed Bid Date/ Time/Location:	Bids will be received at the Front Reception Desk, Port Administration Office, One Sitcum Plaza, Tacoma, Washington 98421 until **2:00 P.M. on** October 28, 2026, at which time they will be publicly opened and read aloud and the apparent low bid will be determined.
Pre-Bid Conference and Site Tour:	A pre-Bid conference and site visit have been set for 10/20/2026 at 2:00 PM The site visit will convene at the Port's Administrative building, located at One Sitcum Plaza. The following Personal Protective Equipment is required for the site visit: none. Attendees will be required to sign a Release and Acceptance of Responsibility and Acknowledgement of Risks Form prior to entering the site and shall provide their own Personal Protection Equipment (PPE) as required above.
Bid Security:	Each Bid must be accompanied by a Bid security in an amount equal to five (5) percent of the Base Bid in a form allowed by the Instructions to Bidders.
Contact Information:	Any questions to the Port may be submitted to the Procurement Department through the Procurement and Question Submission Portal (Portal link is accessible via this specific procurements website. See left side of page.). A direct link is also available here: Procurement and Question Portal Link. No oral responses will be binding by the Port. Instructions for utilizing the portal can be found here: Procurement and Question Submission Portal Instructions. Questions will not be accepted after seven (7) days prior to the Bid Date.

Bidding Documents:	Plans, Specifications, Addenda, and Plan Holders List for this Project are available on-line through The Port of Tacoma's Website portoftacoma.com. Click on "Contracts," "Procurement," and then the Procurement Number 062026--1038. Bidders must subscribe to the Holder's List on the right hand side of the screen in order to receive automatic email notification of future addenda and to be placed on the Holder's List. Holder's Lists will be updated regularly and posted to the specific procurements page. Additional Instructions available in Section 00 21 00 - Instructions to Bidders.
Public Works Training Requirements:	Effective July 1, 2019, all businesses are required to have training before bidding on public works projects and prevailing wage under RCW 39.04.359 and RCW 39.12, or is on the list of exempt businesses maintained by the Department of Labor and Industries. The bidder must designate a person or persons to be trained on these requirements. The training will be provided by the Department of Labor and Industries or by a training provider whose curriculum is approved by the Department of Labor and Industries. Please refer to Labor and Industries' web site (https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp?utm_medium=email&utm_source=govdelivery) for more information and training dates, requirements, and exemptions. Failure to attend this training could result in a determination of "not responsible" and the bidder not being awarded a public works contract.

END OF SECTION

PART 1 - SUMMARY

1.01 DEFINITIONS

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

A. "Addenda" are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. The contents of an Addendum are issued in no particular order and therefore should be carefully and completely reviewed.

B. An “Additive Bid” (or “Additive”) is an amount stated in the Bid to add specified features of the Work.

C. An “Apprentice” is a worker for whom an apprenticeship agreement has been registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).

D. "Award" means the formal decision by the Port of Tacoma (“Port”) notifying a Responsible Bidder with the lowest responsive Bid of the Port’s acceptance of their Bid and intent to enter into a Contract with the Bidder.

E. The “Award Requirements” include the statutory requirements as a condition precedent to Award.

F. The “Base Bid” is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

G. A “Bid” is a complete and properly signed proposal to do the Work, submitted in accordance with the Bidding Documents, for the sums therein stipulated and supported by any data called for by the Bidding Documents.

H. The “Bid Date” is the day and hour specified in the Bidding Documents, as may be changed through an Addendum, by which Bidders are required to submit Bids to the Port.

I. The “Bid Form” is the form(s) included with the Bidding Documents, with Specification Section 00 41 00, through which a Bidder submits a Bid.

J. A “Bidder” is a person or entity who submits a Bid.

K. The “Bidding Documents” include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, any other sample bidding and contract forms, including those provided by reference, the Bid security, and the proposed Contract Documents, including any Addenda issued prior to the Bid Date.

L. The “Contract Documents” proposed for the Work consist of the Agreement, the General Conditions of the Contract (as well as any Supplemental, Special, or other conditions included in the Project Manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.

M. The “Schedule of Unit Prices” is a separate schedule on the Bid Form for Unit Pricing as an all-inclusive price per unit of measurement for materials, equipment, or services as described in the Bidding Documents or in the proposed Contract Documents for the optional use of the Port. Quantities are not predictions of amounts anticipated. The Port may, but is not obligated to, accept a Schedule of Unit Price if it accepts the Base Bid. The Schedule of Unit Prices are not factored into the evaluation of determining the low bid amount and are not included as part of the bid award amount.

N. A “Sub-Bidder” is a person or entity of any tier who submits a bid or proposal to or through the Bidder for materials, equipment or labor for a portion of the Work.

1.02 BIDDER’S REPRESENTATIONS

By making its Bid, each Bidder represents that:

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

B. PRE-BID MEETING. The Bidder has attended pre-Bid meeting(s) required by the Bidding Documents. Attendance at a mandatory meeting or training session means that, in the sole opinion of the Port, a Project representative of a Bidder has attended all or substantially all of such meeting or session.

C. BASIS. Its Bid is based upon the materials, systems, services, and equipment required by the Bidding Documents, and is made without exception.

D. EXAMINATION. The Bidder has carefully examined and understands the Bidding Documents, the Contract Documents including, but not limited to, any liquidated damages, insurance provisions, and the Project site, including any existing buildings, it has familiarized itself with the local conditions under which the Work is to be performed, has correlated its observations with the requirements of the proposed Contract Documents, and it has satisfied itself as to the nature, location, character, quality, and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services, and other items to be furnished, and all other requirements of the Contract Documents. The Bidder has also satisfied itself as to the conditions and other matters that may be encountered at the Project site or that may affect performance of the Work or the cost or difficulty thereof, including, but not limited to, those conditions and matters affecting transportation, access, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power, and utilities; availability and condition of roads; climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to, and at all times during, the performance of the Work. The failure of the Bidder to fully acquaint itself with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the Work in accordance with, and for the Contract Sum and within the Contract Time provided for in, the Contract Documents.

E. PROJECT MANUAL. The Bidder has checked its copies of the Project Manual (if any) with the table of contents bound therein to ensure the Project Manual is complete.

F. SEPARATE WORK. The Bidder has examined and coordinated all Drawings, Contract Documents, and Specifications with any other contracts to be awarded separately from, but in connection with, the Work being Bid upon, so that the Bidder is fully informed as to conditions affecting the Work under the Contract being Bid upon.

G. LICENSE REQUIREMENTS. The Bidders and Sub-Bidders are registered and hold all licenses required by the laws of Washington, including a certificate of registration in compliance with RCW 18.27, for the performance of the Work specified in the Contract Documents.

H. CERTIFICATION. The Bidder verifies under penalty of perjury that the Bidder has not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW within the three (3) year period immediately preceding the Bid Date.

I. NO EXCEPTIONS. Bids must be based upon the materials, systems, and equipment described and required by the Bidding Documents, without exception.

1.03 BIDDING DOCUMENTS

A. COPIES

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

2. Complete Sets. Bidders shall use complete sets of Bidding Documents in preparing Bids and are solely responsible for obtaining updated information. The Port does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete and/or superseded sets of Bidding Documents.

3. Conditions. The Port makes copies of the Bidding Documents available only for the purpose of obtaining Bids on the Work and does not confer a license or grant permission for any other use.

4. Legible Documents. To the extent any Drawings, Specifications, or other Bidding Documents are not legible, it is the Bidder's responsibility to obtain legible documents.

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. Format. The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into Work performed by the various building trades, any Work by separate contractors, or any Work required for separate facilities in, or phases of the Project.

2. Duty to Notify. Bidders shall promptly notify the Port in writing of any ambiguity, inconsistency, or error that they may discover upon examination of the Bidding Documents or of the site and local conditions.

3. Products and Installation. All Bidders shall thoroughly familiarize themselves with specified products and installation procedures and submit to the Port any objections (in writing) no later than seven (7) days prior to the Bid Date. The submittal of the Bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory for completion of the Contract.

4. Written Request. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Procurement Department through the Procurement and Question Submission Portal at least seven (7) days prior to the Bid Date (Portal link is accessible via this specific procurements website. See left side of page.). A direct link is also available here: Procurement and Question Portal Link. No oral responses will be binding by the Port.

   Instructions for utilizing the portal can be found here: Procurement and Question Submission Portal Instructions.

5. Request to Modify Responsibility Criteria. No later than seven (7) days prior to the Bid Date, a potential Bidder may request in writing that the Port modify the Responsibility Criteria. The Port will evaluate the information submitted by the potential Bidder and respond before the Bid Date. If the evaluation results in a change of the Criteria, the Port will issue an Addendum identifying the new Criteria.

6. Addenda. The Bidder shall not rely on oral information provided at any pre-Bid meetings or during site visits. Verbal statements made by representatives of the Port are for informational purposes only. Any interpretation, correction, or change of the Bidding Documents will be made solely by written Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any manner other than by written Addendum, including but not limited to, oral statements will not be binding, and Bidders shall not rely upon such statements, interpretations, corrections, or changes. The Port is not responsible for explanations or interpretations of the Bidding Documents other than in a written Addendum.
7. Site Visits. Any site visits are provided as a courtesy to potential Bidders to assist them in becoming familiar with the Project site conditions. However, only the Bidding Documents, including any issued Addenda, may be relied upon by Bidders.
8. Singular References. Reference in the singular to an article, device, or piece of equipment shall include as many of such articles, devices, or pieces as are indicated in the Contract Documents or as are required to complete the installation.
9. Utilities and Runs. The Bidder should assume that the exact locations of any underground or hidden utilities, underground fuel tanks, and plumbing and electrical runs may be somewhat different from any location indicated in the surveys or Contract Documents.

C. SUBSTITUTIONS

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

D. ADDENDA

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

1.04 BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

1. Form. Bids (including required attachments) shall be submitted on forms identical to the Bid Form included with the Bidding Documents. No oral, email, or telephonic responses or modifications will be considered.
2. Entries on the Bid Form. All blanks on the Bid Form shall be filled in by typewriter, printer, or manually in ink.
3. Figures. All sums shall be expressed in figures, not words. Portions of the Bid Form may require the addition or multiplication of component bids to a total or the identification of component amounts within a total. In case of discrepancy between unit prices listed and their sum(s), the unit prices listed shall govern (rather than the sum).
4. Initial Changes. Any interlineation, alteration, or erasure shall be initialed by an authorized representative of the Bidder.
5. Bid Breakdown. The Bid Form may contain, for the Port’s accounting purposes only, a breakdown of some or all of the components included in the Base Bid.

a. For lump-sum Bids, the total Contract Sum shall be submitted.

b. For unit-price Bids, a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the total Contract Sum.

6. Schedule of Unit Prices. All Unit Prices under this schedule shall be bid. The Port reserves the right, but is not obligated, to reject any Bid on which all requested Schedule of Unit Prices are not Bid.

7. No Conditions. The Bidder shall make no conditions or stipulations on the Bid Form, nor qualify its Bid in any manner.

8. Identity of Bidder. The Bidder shall include in the specified location on the Bid Form, the legal name of the Bidder and, if requested, a description of the Bidder as a sole proprietor, a partnership, a joint venture, a corporation, or another described form of legal entity. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. The Port verifies signature authority on the Labor and Industries website under the contractor registration business owner information. If the business owner information is not current, the Bidder shall show proof of authority to sign at the request of the Port. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent’s authority to bind the Bidder

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

B. POTENTIAL LISTING OF SUB-BIDDERS (SUBCONTRACTORS)

1. Procedure. On projects equal to or greater than $1,000,000, the Bid Form includes a requirement that certain Sub-Bidders be listed, in which case the Bidder must complete the required list. In these circumstances, and regardless of the anticipated cost of the Project, the Bidder must name the Sub-Bidder or Sub-Bidders with whom the Bidder, if awarded the Contract, will subcontract directly (i.e., not lower-tier Sub-Bidders) for performance of the Work of:

a. HVAC (heating, ventilation, and air conditioning) Work;

b. Plumbing Work as described in RCW 18.106;

c. Electrical Work as described in RCW 19.28; and

d. Any other categories of Work listed on the Sub-Bidder listing form and/or Bid Form.

2. Self-Performance. If the Bidder intends to self-perform any of these categories of Work, it must name itself for each such category of Work.

3. Multiple Entries. The Bidder shall not list more than one (1) entity for a particular category of Work identified, unless a Sub-Bidder will vary based on an Alternate Bid, in which case the Bidder shall identify the Sub-Bidder to be used for the Alternate and the affected portion of the Work.

4. Failure to Submit. In accordance with RCW 39.30.060, failure of a Bidder to submit, as part of the Bid, the names of such proposed HVAC, plumbing, and electrical Sub-Bidders, or to name itself to perform such Work, or the naming of two (2) or more Sub-Bidders to perform the same Work, shall render the Bidder's Bid non-responsive and; therefore, void.

5. Requirement to Subcontract. The Bidder, if Awarded the Contract, will subcontract with the listed Sub-Bidders for performance of the portion of the Work designated on the Bid Form, subject to the provisions of the Contract for Construction and RCW 39.30.060. The Bidder shall not substitute a listed Sub-Bidder in furtherance of bid shopping or bid peddling.

6. Sub-Bidder Qualification. Listed Sub-Bidders may be required to provide evidence of their qualifications, including a statement of experience and references, prior to Award, or at any time during the Contract Time. Such information shall be provided within twenty-four (24) hours of request. This evidence shall demonstrate that the Sub-Bidder meets or exceeds all requirements for experience, qualifications, manufacturer's certifications, or any other requirements specified in any of the technical sections of the Contract Documents for which the Sub-Bidder proposes to perform Work.

7. Replacement. If a listed Sub-Bidder fails to provide adequate evidence of qualifications, is unable to comply with any bonding requirements of the Bidding Documents or with other requirements of the Contract or Bidding Documents, is not properly licensed, or fails to meet the Responsibility Criteria of the Bidding Documents, the Port may require the Bidder to replace the Sub-Bidder with another subcontractor reasonably acceptable to the Port at no change in the Contract Sum or Contract Time.

8. Sub-Bidder Standards. Sub-Bidders shall meet contractual and technical qualification standards, and provide specialized certification, licensing, and/or payment and performance bonding, if required.

9. MWBE, Veteran-owned, and small business participation encouraged. The Port's policy is to encourage the Contractor to solicit and document participation, and to provide and promote the maximum lawful, practicable opportunity for increased participation, by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), Veteran-owned businesses (defined in RCW 43.60.010, and Small, Mini and Micro business enterprises (defined in RCW 39.26.010).

C. BID SECURITY

1. Purpose and Procedure. Each Bid shall be accompanied by Bid security payable to the Port in the form required by the Bidding Documents and equal to five (5) percent of the Base Bid only (i.e., not including any Alternates or Unit Prices). The Bid security constitutes a pledge by the Bidder to the Port that the Bidder will enter into the Contract with the Port in the form provided, in a timely manner, and on the terms stated in its Bid, and will furnish in a timely manner, the payment and performance bonds, certificates of insurance, and all other documents required in the Contract Documents. Should the Bidder fail or refuse to enter into the Contract or fail to furnish such documents, the amount of the Bid security shall be forfeited to the Port as liquidated damages, not as a penalty. By submitting a Bid, each Bidder represents and agrees that the Bid security, if forfeited, is a reasonable prediction on the Bid Date of future damages to the Port. Failure of the Bidder to provide Bid Security as required shall render the bid non-responsive.

2. Form. The Bid security shall be in the form of a certified or bank cashier's check payable to the Port or a Bid bond executed by a bonding company reasonably acceptable to the Port, licensed in the State of Washington, registered with the Washington State Insurance Commissioner, possess an A.M. Best rating of "A-," Fiscal Size Category (FSC) six (6) or better, and be authorized by the U.S. Department of the Treasury. The Bid security shall be signed by the person or persons legally authorized to bind the Bidder. Bid bonds shall be submitted using the form included with the Bidding Documents.

3. Retaining Bid Security. The Port will have the right to retain the Bid security of Bidders to whom an Award is being considered until the earliest of either: (a) mutual execution of the Contract, and the Port's receipt of payment and performance bonds, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) when all Bids have been rejected.

4. Return of Bid Security. Within sixty (60) days after the Bid Date, the Port will release or return Bid securities to Bidders whose Bids are not to be further considered in awarding the Contract. Bid securities of the three apparent low Bidders will be held until the Contract has been finally executed, after which all un-forfeited Bid securities will be returned. Bid security may be returned in the form provided or by separate payment.

D. SUBMISSION OF BIDS

1. Procedure. The Bid, the Bid security, and other documents required to be submitted with the Bid, shall be enclosed in a sealed envelope identified with the Project name and number and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face of the mailing envelope.

   a. If a Bid is mailed, it shall be addressed to the Port of Tacoma, Contracts Department, 1 Sitcum Plaza, Tacoma, WA 98421.

   b. If a Bid is delivered, it shall be delivered to the Front Reception Desk, Port of Tacoma, 1 Sitcum Plaza, Tacoma, WA 98421.

   c. The time stamp clock at the Front Reception Desk at 1 Sitcum Plaza is the Port's official clock.

2. Deposit. Bids shall be deposited at the designated location prior to the Bid Date indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the Bid Date and time specified shall be returned without consideration at the discretion of the Port, or rejected at the time of receipt.

3. Delivery. The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids.

4. Form. Oral, facsimile, telephonic, electronic, or email Bids are invalid and will not be considered.

E. MODIFICATION OR WITHDRAWAL OF BID

1. After the Bid Date. A Bid may not be modified, withdrawn, or canceled by the Bidder during a ninety (90) day period following the Bid Date, and each Bidder so agrees by virtue of submitting its Bid.

2. Before the Bid Date. Prior to the Bid Date, any Bid submitted may be modified or withdrawn only by notice to the party receiving Bids at the place designated for receipt of Bids. The notice shall be in writing, with the signature of the Bidder, and shall be worded so as not to reveal the amount of the original Bid. Email notice will not be accepted. It shall be the Bidder's sole responsibility to verify that the notice has been received by the Port in time to be withdrawn before the Bid opening.

3. Resubmittal. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids, provided that they are then fully in conformance with these Instructions to Bidders.

4. Bid Security with Resubmission. Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

F. COMMUNICATIONS

1. Communications from a Bidder related to these Instructions to Bidders must be in writing to the Procurement Department through the Procurement and Question Submission Portal (Portal link is accessible via this specific procurements website. See left side of page.). A direct link is also available here: Procurement and Question Portal Link. Communications, including but not limited to, notices and requests by Sub-Bidders shall be made through the Bidder and not directly by a Sub-Bidder to the Port. No oral responses will be binding by the Port.

   Instructions for utilizing the portal can be found here: Procurement and Question Submission Portal Instructions.

1.05 CONSIDERATION OF BIDS

A. OPENING OF BIDS. Unless stated otherwise in the Advertisement or Invitation to Bid or an Addendum, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and any Alternate Bids will promptly (and generally within twenty-four (24) hours) be made available to Bidders and other interested parties.

B. REJECTION OF BIDS. The Port shall have the right, but not the obligation, to reject any or all Bids for any reason, or for no reason, to reject a Bid not accompanied by the required Bid security, or to reject a Bid which is in any way incomplete or irregular.

C. BIDDING MISTAKES. The Port will not be obligated to consider notice of claimed Bid mistakes received more than twenty-four (24) hours after the Bid Date. In accordance with Washington law, a low Bidder that claims error and fails to enter into the Contract is prohibited from Bidding on the Project if a subsequent call for Bids is made for the Project.

D. ACCEPTANCE OF BID (AWARD)

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

2. Requirements for Award. Before the Award, the lowest responsive Bidder must be deemed Responsible by the Port and must satisfy all Award Requirements.

E. BID PROTEST PROCEDURES

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

1.06 POST BID INFORMATION

A. THE LOWEST RESPONSIVE BIDDER SHALL:

1. Responsibility Detail Form. Within 24 hours of the Low Responsive Bidder Selection Notification, the apparent low Bidder shall submit to the Port the Responsibility Detail Form and other required documents (Section 00 45 13) executed by an authorized company officer. As requested from the Port, the low responsive Bidder shall provide written confirmation that the person signing the Bid on behalf of the Bidder was duly authorized at the time of bid, a detailed breakdown of the Bid in a form acceptable to the Port, and other information required by the Port.
2. The apparent low Bidder shall submit to the Port upon request:
    a. Additional information regarding the use of the Bidder's own forces and the use of subcontractors and suppliers;
    b. The names of the persons or entities (including a designation of the Work to be performed with the Bidder's own forces, and the names of those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work (i.e., either a listed Sub-Bidder or a Sub-Bidder performing Work valued at least ten (10) percent of the Base Bid), consistent with the listing required with the Bid; and
    c. The proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work.

3. Failure to provide any of the above information in a timely manner will constitute an event of breach permitting forfeiture of the Bid security.

4. Bidder Responsibility. The Bidder will be required to establish, to the satisfaction of the Port, the reliability and responsibility of itself and the persons or entities proposed to furnish and perform the Work described in the Bidding Documents. If requested, the Bidder shall meet with the Port to discuss the Bid, including any pricing, the Bid components, and any assumptions made by the Bidder.

5. Sub-Bidder Responsibility. The Responsibility of the Bidder may be judged in part by the Responsibility of Sub-Bidders. Bidders must verify the Responsibility Criteria for each first-tier Sub-Bidder. A Sub-Bidder of any tier that hires other Sub-Bidders must verify Responsibility Criteria for each of its lower-tier Sub-Bidders. The verification shall include a representation that each Sub-Bidder, at the time of subcontract execution, is Responsible and possesses required licenses.

6. Objection. Prior to an Award of the Contract, the Port will notify the Bidder in writing if the Port, after due investigation, has reasonable objection to the Bidder or a person or entity proposed by the Bidder. Upon receiving such objection, the Bidder may, at Bidder's option: (a) withdraw their Bid, (b) submit an acceptable substitute person or entity with no change in the Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there is a cost to the Bidder occasioned by such substitution, or (c) file a protest in accordance with the Bidding Documents.

7. Change. Persons and entities proposed by the Bidder to whom the Port has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed, except with the written consent of the Port.

8. Right to Terminate. The Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. If a Bidder makes a material misrepresentation on a Qualification Statement, the Port has the right to terminate the Contract for cause and may then pursue any remedies that exist under the Contract or that are otherwise available.

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

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

A. BOND REQUIREMENTS. Within ten (10) days after the Port's Notice of Award of the Contract, the successful Bidder shall obtain and furnish statutory bonds pursuant to RCW 39.08 covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the form and amount prescribed in the Contract Documents. Bonds shall be written for one hundred (100) percent of the contract award amount, plus Washington State Sales Tax and Change Orders. The cost of such bonds shall be included in the Base Bid.

1. On contracts of one hundred fifty thousand dollars ($150,000) or less, at the option of the Contractor or the General Contractor/Construction Manager as defined in RCW 39.10.210, the Port may, in lieu of the bond, retain ten (10) percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under RCW 60.28, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.

2. On contracts of one hundred fifty thousand dollars ($150,000) or less, the Port may accept a full payment and performance bond from an individual surety or sureties.

B. TIME OF DELIVERY AND FORM OF BONDS. The successful Bidder shall deliver an original copy of the required bonds to the Port, 1 Sitcum Plaza, Tacoma, WA 98421, within the time specified in the Contract Documents.

C. INSURANCE. The successful Bidder shall deliver a certificate of insurance from the Bidder's insurance company that meets or exceeds all requirements of the Contract Documents.

D. GOVERNMENTAL REQUIREMENTS. Notwithstanding anything in the Bidding or Contract Documents to the contrary, the Bidder shall provide all bonding, insurance, and permit documentation as required by governmental authorities having jurisdiction for any portions of the Project.

1.08 FORM OF AGREEMENT

A. FORM TO BE USED. The Contract for the Work will be written on the form(s) contained in the Bidding Documents, including any General, Supplemental, or Special Conditions, and the other Contract Documents included with the project manual.

B. CONFLICTS. In case of conflict between the provisions of these Instructions and any other Bidding Document, these Instructions shall govern. In case of conflict between the provisions of the Bidding Documents and the Contract Documents, the Contract Documents shall govern.

C. CONTRACT DELIVERY. Within ten (10) days after Notice of Award, the Bidder shall submit a signed Contract to the Port in the form tendered to the Bidder and without modification.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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PART 1 - GENERAL

1.01 SUMMARY

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

1.02 DEFINITIONS/CLARIFICATIONS

A. Substitutions. Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

B. The Contract Documents include performance specifications for products and equipment which meet Project requirements. In those cases where a representative item or manufacturer is named in the specification, it is provided for the sole purpose of identifying a product meeting the required functional performance, and where the words “or equal” are used, a substitution request as further described, is not required.

C. Where non-competitive or sole source products or manufacturers are explicitly specified with the words “or approved equal,” or “Engineer approved equal,” or “as approved by the Engineer” are used, they shall be taken to mean “or approved equal.” In these cases a substitution request as further described in this Section, is required.

1.03 SUBMITTALS

A. Substitution Request Form. Use copy of form located at the end of this Section.

B. Pre-Bid Substitution Requests. Submit one (1) PDF of the Substitution Request Form along with all supporting documentation for consideration of each request. Identify product, fabrication, or installation method to be replaced. Include Drawing numbers and titles. Substitution requests prior to the Bid Date may originate directly from a prime Bidder, or from a prospective Sub-Bidder.

1. Documentation. Show compliance with requirements for substitutions with the following, as applicable:

   a. Statement indicating why specified product, fabrication, or installation cannot be provided.

   b. Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.

   c. Product Data, including drawings and descriptions of products, fabrication, and installation procedures.

   d. Samples, where applicable or requested.

   e. Certificates and qualification data, where applicable or requested.

   f. Research reports evidencing compliance with building code in effect for the Project.

2. Engineer's Action. Engineer will review substitution requests if received through the Procurement and Question Submission Portal at least seven (7) days prior to the Bid Date (Portal link is accessible via this specific procurements website. See left side of page.) A direct link is also available here: Procurement and Question Portal Link. No oral responses will be binding by the Port.

   a. Forms of Acceptance. Substitution requests will be formally accepted via written addendum prior to the Bid Date. Bidders shall not rely upon approvals made in any other manner.

b. Use product originally specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

c. The Port's decision of approval or disapproval of a proposed substitution shall be final.

Instructions for utilizing the portal can be found here: Procurement and Question Submission Portal Instructions.

C. Post-Award Substitution Requests must be submitted by the Contractor and not a Subcontractor nor Supplier.

1. Documentation. Show compliance with requirements for substitutions with the following, as applicable:

a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

b. Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.

c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification Section. Significant qualities may include, but are not limited to, attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified. ·

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

e. Samples, where applicable or requested.

f. Certificates and qualification data, where applicable or requested.

g. List of similar installations for completed projects with project names and addresses. Also provide names and addresses of the applicable architect, engineer, and owner.

h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

i. Research reports evidencing compliance with building code in effect for the Project.

j. Comparison of the approved Baseline Project Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

k. Cost information, including a proposal of change, if any, in the Contract Sum.

l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.

m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Engineer's Action. If necessary, Engineer will request additional information or documentation for evaluation within seven (7) calendar days of receipt of a request for substitution. Engineer will notify Contractor through Port of acceptance or rejection of proposed substitution within fifteen (15) calendar days of receipt of request, or seven (7) calendar days of receipt of additional information or documentation, whichever is later.
    a. Forms of Acceptance. Change Order or Minor Change in Work.
    b. Use product originally specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.
3. Substitutions for Cause. Submit requests for substitution immediately upon discovery of need for change, but not later than fourteen (14) days prior to date required for preparation and review of related submittals.
    a. Conditions. Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
        1) Requested substitution is consistent with the Contract Documents and will produce indicated results.
        2) Requested substitution will not adversely affect the Baseline Project Schedule.
        3) Requested substitution has received necessary approvals of authorities having jurisdiction.
        4) Requested substitution is compatible with other portions of the Work.
        5) Requested substitution has been coordinated with other portions of the Work.
        6) Requested substitution provides specified warranty.
        7) If requested substitution involves more than one (1) contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
4. Substitutions for Convenience. Engineer will consider Contractor’s requests for substitution if received within fourteen (14) days after the Notice of Award.
    a. Conditions. Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
        1) Requested substitution offers Port a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities· Port must assume. Port's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Port, and similar considerations.
        2) Requested substitution does not require extensive revisions to the Contract Documents.
        3) Requested substitution is consistent with the Contract Documents and will produce indicated results.
        4) Requested substitution will not adversely affect the Baseline Project Schedule.
        5) Requested substitution has received necessary approvals of authorities having jurisdiction.
        6) Requested substitution is compatible with other portions of the Work.

7) Requested substitution has been coordinated with other portions of the Work.

8) Requested substitution provides specified warranty.

9) If requested substitution involves more than one (1) contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

D. Substitutions will not be considered when:

1. Indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with this Section.

2. Acceptance will require substantial revision of Contract Documents or other items of the Work.

3. Submittal for substitution request does not include point-by-point comparison of proposed substitution with specified product.

1.04 QUALITY ASSURANCE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

PROJECT TITLE: Tru-Grit Remedial Action (parcel 115) **PROJECT NO.: 101652.01**

SUBMITTED BY: _____ CONTRACT NO.: 062026--1038

PRIME/SUB/SUPPLIER: _____ DATE: _____

Specification Title: _____ Section No.: _____

Description: _____ Paragraph: _____

_____ Page No.: _____

Proposed Substitution: _____

Trade Name: _____ Model No.: _____

Manufacturer: _____

Address: _____ Phone No.: _____

Installer: _____

Address: _____ Phone No.: _____

Differences between proposed substitution and specified product: _____

_____

_____

☐ Point-by-Point comparative data attached - REQUIRED

Reason for not providing specified item: _____

_____

Similar Installation:

Project: _____ A/E: _____

Address: _____

Owner: _____ Date Installed: _____

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

Supporting Data Attached:

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

_____

Applicable to Substitution Requests During Construction:

Proposed to Port for accepting substitution: $_____

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

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.

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

Submitted By: _____

Signed By: _____ Firm: _____

Address: _____

_____

Telephone: _____ Email: _____

Attachments: _____

_____

A/E's REVIEW AND RECOMMENDATION

☐ Approved Substitution

☐ Approved Substitution as Noted

☐ Reject Substitution - Use specified materials.

☐ Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

ENGINEER'S REVIEW AND ACTION

☐ Substitution Approved - Make submittals in accordance with this Specification Section. If during construction, prepare Change Order.

☐ Substitution Approved as Noted - Make submittals in accordance with this Specification Section. If during construction, prepare Change Order.

☐ Substitution Rejected - Use specified materials.

☐ Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

END OF SECTION

PART 1 - GENERAL

1.01 EXISTING CONDITIONS

A. Certain information relating to existing surface and subsurface conditions and structures is available to Bidders online at www.portoftacoma.com, but will not be part of the Contract Documents, as follows:

1. Sediment Characterization Report: Entitled Sediment Characterization Report, Dated July 2026
2. Interim Action Plan: Entitled Port of Tacoma - Tru-Grit Site Interim Action Plan Dated July 2026
3. Agreed Order: Entitled Parcel 105 AO Cover Letter UPDATED, Dated September 16, 2026
4. Agreed Order Amendment: Entitled Parcel 105 AO Cover Letter UPDATED, Dated September 16, 2026
5. NMFS Biological Opinion: Entitled Endangered Species Act Section 7(a)(2) Biological Opinion, Section 7(a)(4) Conference Opinion, and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the Port of Seattle and Port of Tacoma Comprehensive Mitigated Maintenance and Repair Permits, Puget Sound, Washington (NWS-2024-311-WRD; NWS-2024-446-WRD), Dated April 10, 2025

1.02 AVAILABILITY

A. Reference Documents are available online through the Port of Tacoma’s Website www.portoftacoma.com. Click on "Contracts," "Procurement," and then the Procurement Number.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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PART 1 - GENERAL

1.01 SUMMARY

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

1.02 HAZARDOUS MATERIALS NOTICE

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

B. Refer to Sediment Characterization Report, Section 00 31 00, for information regarding soil based contaminants

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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BIDDER'S NAME: _____

PROJECT TITLE: **TRU-GRIT REMEDIAL ACTION (PARCEL 115)** _

The undersigned Bidder declares that it has read the Contract Documents (including documents provided by reference), understands the conditions under which the Work will be performed, has examined the Project site, and has determined for itself all situations affecting the Work herein Bid upon. Bidder proposes and agrees, if this Bid is accepted, to provide at Bidder's own expense, all labor, machinery, tools, materials, etc., including all Work incidental to, or described or implied as incidental to such items, according to the Contract Documents, and that the Bidder will complete the Work within the time stated, and that Bidder will accept in full the lump sum or unit price(s) set forth below:

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE (QTY. x UNIT PRICE)
1	Mobilization and Demobilization	1	LS		
2	Project Administration	1	LS		
3	FIeld Engineering	1	LS		
4	Dredging and Transload	14,500	CY		
5	Sediment Dewatering / Stabilization	14,500	CY		
6	Waste Water Management / Treatment	1	LS		
7	Transport for Disposal	22,500	TN		
8	Residuals Management Cover	6,500	TN		
9	Dredge Debris Allowance	1	LS	$10,000	$10,000
10	Dredging Standby	4	Days		

TOTAL BID AMOUNT	
10.5% WASHINGTON STATE SALES TAX (WSST) ON BASE BID SUBTOTAL	
BID TOTAL (WITH WSST)	

Note: Show prices in figures only.

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

Schedule of Unit Prices. The unit prices are proposed to apply only in the event of additions to, or deletions from, the work required and ordered. All prices shall include complete installation without Washington State Sales Tax. The bidder shall propose a price for each item; failure to propose a price for each item may render the bid non-responsive. The Port reserves the right to accept or reject the unit prices proposed.

Principal Subcontractors/Suppliers. For Bids greater than one million ($1,000,000) dollars, the Bidder shall list below the name of each subcontractor or supplier to whom the Bidder proposes to subcontract the portions of the work listed below, or name itself for the work, in accordance with RCW 39.30.060.

Work to be preformed	License Number	Name of Firm
HVAC (Heating, Ventilation, and Air Conditioning) Work		
Plumbing Work		
Electrical Work		
Structural Steel Installation		
Rebar Installation		

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

RCW 39.04.350 Certification. The Bidder represents and certifies, under penalty of perjury, that within the three- (3-) year period immediately preceding the Bid Date, the Bidder has not been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries, nor through a civil judgment entered by a court of limited or general jurisdiction, to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, nor 49.52 RCW.

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

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

Apprenticeship Requirements. For Bids greater than one million ($1,000,000) dollars, the apprentice labor hours required for this project are fifteen (15) percent of the total labor hours. The Bidder agrees to utilize this level of apprentice participation.

_____ _____
Name of Firm Date

_____ _____
Signature By Title

_____ _____

Mailing Address	City, State Zip Code
Telephone Number	Email Address
WA State Contractor's License No.	Employment Security Department No.

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

END OF SECTION

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KNOW ALL MEN BY THESE PRESENTS:

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

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

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20___

BY _____
PRINCIPAL

BY _____
SURETY

_____

_____

_____

AGENT AND ADDRESS

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

END OF SECTION

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THIS IS NOT TO BE SUBMITTED WITH A BID.

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

PORT OF TACOMA PUBLIC WORKS BIDDER RESPONSIBILITY DETAIL FORM

PROJECT NAME: TRU-GRIT REMEDIAL ACTION (PARCEL 115)

PROJECT NO.: 101652.01 | PROCUREMENT NO.: 062026-1038

BIDDER'S COMPANY NAME: _____

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

1.01 MANDATORY BIDDER RESPONSIBILITY CRITERIA

A. The Bidder shall meet the following mandatory responsibility criteria as described in RCW 39.04.350(1). The Bidder shall be rejected as not responsible if any answer to questions 1 through 6 is “No” or any answer to questions 7 through 11 is “Yes.”

1. Does the Bidder have a Certificate of Registration in compliance with RCW 18.27?

   ☐ Yes ☐ No

2. Does the Bidder have a current Washington State Unified Business Identifier number?

   ☐ Yes ☐ No

3. Does the Bidder have Industrial Insurance Coverage for the Bidder's employees working in Washington State as required in RCW 51?

   ☐ Yes ☐ No

4. Does the Bidder have an Employment Security Department number as required in RCW 50?

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

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

   ☐ Yes ☐ No

5. Does the Bidder have a Washington State Excise Tax Registration number as required in RCW 82?

   ☐ Yes ☐ No

6. Has the Bidder completed the training required by RCW 39.04.350, or is the Bidder on the list of exempt businesses maintained by the Department of Labor and Industries?

   ☐ Yes ☐ No

7. Has the Bidder been disqualified from bidding on any public works project under RCW 39.06.010 or 39.12.065(3)?

   ☐ Yes ☐ No

8. Has the Bidder violated RCW 39.04.370 more than one (1) time as determined by the Washington State Department of Labor and Industries?

   ☐ Yes ☐ No

9. Has the Bidder ever been found to be out of compliance with Apprenticeship Utilization requirements of RCW 39.04.320?

   ☐ Yes ☐ No

10. Has the Bidder ever been found to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW within the three- (3-) year period immediately preceding the date of this bid solicitation?

    ☐ Yes ☐ No

11. Has the bidder been subject to a revocation of a minor work permit under RCW 49.12.390.(4)?

    ☐ Yes ☐ No

If any answer to questions 1 through 6 is “No” or any answer to questions 7 through 11 is “Yes” - **STOP HERE** and contact the Contract Administrator. The Bidder is not responsible for this Work. Otherwise proceed to 1.02. **Provide attached to this completed form documentation to confirm responsibility criteria.**

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

1.02 CONTRACT AND REGULATORY HISTORY

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

   1. Has the Bidder had a contract terminated for cause or default in the last five (5) years?

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

      _____

2. Has the Bidder required a Surety to take over all, or a portion of, a project to cure or respond to an asserted default or material breach of contract on the part of the Bidder on any public works project in the last five (5) years?

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

   _____

3. Have the Bidder and major Sub-Bidders been in bankruptcy, reorganization, and/or receivership on any public works project in the last five (5) years?

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

   _____

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

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

   _____

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

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

   _____

1.03 ACCIDENT/INJURY EXPERIENCE

A. The Port will evaluate the Bidder's accident/injury Experience Modification Factor ("EMF") from the Washington State Department of Labor and Industries to assess whether the Bidder has an acceptable safety record preventing personal injuries on projects.

B. List the Bidder's accident/injury EMF for the last five (5) years. An experience factor is calculated annually by the Washington State Department of Labor and Industries.

Year	Effective Year	Experience Factor
1		
2		
3		
4		
5		

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

_____

1.04 WORK PERFORMED BY BIDDER

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

   %

1.05 ADDITIONAL CONTRACTOR INFORMATION

A. As part of completing this Responsibility Detail Form, **submit the following information with the completed Responsibility Detail Form:**

   1. Bidder's recent job resume, including a list of similar projects performed and contact information for the similar project owner(s), a brief description of work, start and end dates, and contract amount.

   2. Resumes of Bidder's proposed project manager and job superintendent.

B. The Bidder's failure to provide the required project information may result in a determination of the Bidder being declared non-responsible by the Port.

C. The Bidder shall submit this completed, **SIGNED** Responsibility Detail Form electronically (PDF), with all requested backup documentation, via email to the contact(s) noted on the Low Responsive Bidder Selection Notification.

D. The Bidder and its subcontractors to verify that its subcontractors at each tier meet the responsibility criteria as required by RCW 39.06.020 and 39.04.350.

   1. Bidder shall verify major subcontractors meet the responsibility criteria required. Fill out one Port of Tacoma Public Works Project Bidder Evaluation Checklist for Subcontractors for each major subcontractor and submit to the Port with this form. Backup documentation is not required to be submitted.

Responsibility Certification:

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

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

The information provided herein is true and complete.

_____ _____

Signature of Authorized Representative Date

_____

Print Name and Title

PORT OF TACOMA PUBLIC WORKS PROJECT BIDDER EVALUATION CHECKLIST FOR SUBCONTRACTORS

PROJECT TITLE: Tru-Grit Remedial Action (parcel 115)

BIDDER: _____

PROJECT AND CONTRACT NUMBERS: 101652.01 / _____

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

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

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

Item No.	Item	Initials/ Comments
1.	At the time of Bid submittal, have a certificate of registration in compliance with RCW 18.27: Check the Department of Labor & Industries web site site https://secure.lni.wa.gov/verify/ Verify that a subcontractor has an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87.	
2.	While reviewing registration information above, also check contractor's **Employer Liability Certificate** to verify workers' comp (industrial insurance) premium status – current account. Complete a "Submit Contractor Tracking Request" to be notified if the contractor fails to pay workers' comp premiums or renew their contractor registration or if their electrical contractor license is suspended or revoked within one year.	
3.	State excise tax registration number (Department of Revenue). (contractor's Washington State Unified Business Identifier and tax registration number) http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/.	
4.	Not disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3). Check the Department of Labor and Industries, https://secure.lni.wa.gov/verify/	
5.	Verify subcontractors are registered with the Washington State Employment Security Department (ESD) and have an account number. Request a letter to be sent from the subcontractor electronically by clicking on the following link https://esd.wa.gov/ or by emailing a request to publicworks@esd.wa.gov. Include ESD#, UBI#, and business name in the email. Certificate of Coverage letter issued/dated within the last six (6) months. Document if subcontractor confirms in writing, under penalty of perjury, that it has no employees and this requirement does not apply.	

END OF SECTION

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

The "Contractor" is: _____ (Legal Name)

_____ (Address)

_____ (Address 2)

_____ (Phone No.)

The "Project" is: Tru-Grit Remedial Action (parcel 115) (Title)

101652.01 | _____ (Project/Contract No.)

1110 Alexander Ave E _____ (Project Address)

Tacoma, WA 98421 _____ (Project Address 2)

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

Sr. Director, Engineering _____ (Title)

thoward@portoftacoma.com _____ (Email)

(253) 888-4718 _____ (Phone No.)

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

_____ (Title)

_____ (Email)

_____ (Phone No.)

BACKGROUND AND REPRESENTATIONS:

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

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

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

AGREEMENT:

The Port and the Contractor agree as follows:

1.0 CONTRACTOR TO FULLY PERFORM THE WORK

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

2.0 DATE OF COMMENCEMENT

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

3.0 CONTRACT TIME AND LIQUIDATED DAMAGES

The Contractor shall achieve all interim milestones as set forth in the Contract Documents and Substantial Completion of the entire Work not later than 240 calendar days from execution of the Contract, subject to adjustments of this Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the entire Work within 30 calendar days of the date on which Substantial Completion is achieved.

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

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

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

4.0 CONTRACT PRICE

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

6.0 INSURANCE AND BONDS

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

This Agreement is entered into as of the Execution Date written below:

CONTRACTOR	PORT OF TACOMA
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Execution Date: _____

END OF SECTION

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PERFORMANCE BOND # _____

CONTRACTOR (NAME AND ADDRESS)	**SURETY (NAME AND PRINCIPLE PLACE OF BUSINESS)**
_____	_____
_____	_____
_____	_____
OWNER (NAME AND ADDRESS)	**AGENT OR BROKER (FOR INFORMATION ONLY)**
PORT OF TACOMA	_____
P.O. BOX 1837	_____
TACOMA, WA 98401-1837	_____

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS:

Contractor shall execute an agreement with the Port for Tru-Grit Remedial Action (parcel 115), Project No. 101652.01/Contract No. _____, a copy of which Contract is by reference made a part hereof (the term “Contract” as used herein to include the aforesaid agreement together with all the Contract Documents, addenda, modifications, all alterations, additions thereto, deletions therefrom, and any other document or provision incorporated into the Contract) and is hereinafter referred to as the Contract.

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

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

FURTHER:

A. Surety hereby waives notice of any alterations, change orders, modifications, or extensions of time made by the Port.

B. Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the Work and/or Contract Time and the amounts payable to the Contractor. Subject to the limitations contained in (A) above, Surety agrees that no such addition, deletion, or modification, or any combination thereof, shall avoid or impair Surety’s obligation hereunder.

C. Whenever Contractor has been declared by the Port to be in default, and the Port has given Surety notice of the Port’s determination of such default, Surety shall promptly (in no event more than fifteen (15) days following receipt of such notice) advise the Port of its intended action to:

   1. Remedy the default within fifteen (15) days following its advice to the Port as set forth above, or

2. Assume within fifteen (15) days, following its advice to the Port as set forth above, completion of the Contract in accordance with the Contract Documents and become entitled to payment of the balance of the Contract Sum, or

3. Pay the Port upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by the Port as a result of the Contractor's default, including but not limited to, those reasonable costs and expenses incurred by the Port in its efforts to mitigate its losses, which may include, but are not limited to, attorney's fees and efforts to complete the Work prior to the Surety exercising the options available to it as set forth herein.

D. If the Port shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment, shall pay all costs and attorney's fees incurred by the Port in enforcement of its rights hereunder. Venue for any action arising out of, or in connection with, this bond shall be in Pierce County, Washington.

E. No right or action shall accrue on this bond to, or for the use of, any person or corporation other than the Port of Tacoma.

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

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

SURETY	**CONTRACTOR**
_____	_____
Surety Company Name	Contractor Company Name
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title

Power of Attorney attached.

END OF SECTION

LABOR AND MATERIAL PAYMENT BOND # _____

CONTRACTOR (NAME AND ADDRESS)	**SURETY (NAME AND PRINCIPLE PLACE OF BUSINESS)**
_____	_____
_____	_____
_____	_____
OWNER (NAME AND ADDRESS)	**AGENT OR BROKER (FOR INFORMATION ONLY)**
PORT OF TACOMA	_____
P.O. BOX 1837	_____
TACOMA, WA 98401-1837	_____

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS:

Contractor shall execute an agreement with the Port for Tru-Grit Remedial Action (parcel 115), Project No. 101652.01/Contract No. _____, a copy of which Contract is by reference made a part hereof (the term “Contract” as used herein to include the aforesaid agreement together with all the Contract Documents, addenda, modifications, alterations, additions thereto, deletions therefrom, and any other document or provision incorporated into the Contract) and is hereinafter referred to as the Contract.

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

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

A. Surety hereby waives notice of any alterations, change orders, modifications, or extensions of time made by the Port.

B. Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the Work and/or Contract Time and the amounts payable to the Contractor. Subject to the limitations contained in (A) above, Surety agrees that no such addition, deletion, or modification, or any combination thereof, shall avoid or impair Surety’s obligation hereunder.

C. Surety hereby agrees that every person protected under the provisions of RCW 39.08.010 who has not been paid as provided under the Contract, and pursuant to RCW 39.08.010, less any amounts withheld pursuant to statute, and less retainage withheld pursuant to RCW 60.28, after the expiration of a period of thirty (30) days after the date on which the completion of the Contract in accordance with RCW 39.08, may sue on this bond, prosecute the suit to final judgment as may be due claimant, and have execution thereon including recovery of reasonable costs and attorney's fees as provided by RCW 39.08. The Port shall not be liable for the payment of any costs or expenses of any such suit.

D. No suit or action shall be commenced hereunder by any claimant unless claimant shall have given the written notices to the Port, and where required, the Contractor, in accordance with RCW 39.08.030.

E. The amount of this bond shall be reduced by, and to the extent of, any payment or payments made in good faith hereunder, inclusive of the payment by Surety of claims which may be properly filed in accordance with RCW 39.08 whether or not suit is commenced under and against this bond.

F. If any Claimant shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment and attorney fees as provided by RCW 39.08.030, shall also pay such costs and attorney fees as may be incurred by the Port as a result of such suit. Venue for any action arising out of, or in connection with, this bond shall be in Pierce County, Washington.

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

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

SURETY	**CONTRACTOR**
_____	_____
Surety Company Name	Construction Company Name
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title

Power of Attorney attached.

END OF SECTION

BOND NO.: _____

PROJECT TITLE: Tru-Grit Remedial Action (parcel 115)

PROJECT NO.: 101652.01 _____

CONTRACT NO.: _____

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

WHEREAS, on the _____ day of _____, the said Principal herein executed Contract No. _____ with the Port for Tru-Grit Remedial Action (parcel 115), Project No. 101652.01.

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

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

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

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

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

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

_____

By: _____
Principal

Address: _____

City/ST/Zip: _____

Phone: _____

_____

Surety Name: _____

By: _____
Attorney-In-Fact

Address: _____

City/ST/Zip: _____

Phone: _____

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

END OF SECTION

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ARTICLE 1 - THE CONTRACT DOCUMENTS

1.01 GENERAL

A. Contract Documents form the Contract. The Contract Documents are enumerated in the Agreement between the Port and Contractor (“Agreement”). Together, the Contract Documents form the Contract. The Contract represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only in writing and only as set forth in the Contract Documents.

B. Headings only for convenience. The titles or headings of the sections, divisions, parts, articles, paragraphs, and subparagraphs of the Contract Documents are intended only for convenience.

1.02 DEFINITIONS

A. "Contract Documents" proposed for the Work consist of the Agreement, the General Conditions of the Contract (as well as any Supplemental, Special, or other conditions included in the Project Manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.

B. “Contractor” means the person or entity contracting to perform the Work under these Contract Documents. The term Contractor includes the Contractor’s authorized representative for purposes of identifying obligations and responsibilities under the Contract Documents, including the ability to receive notice and direction from the Port.

C. "Day" means a calendar day unless otherwise specifically designated.

D. "Drawings” are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, including plans, elevations, sections, details, and diagrams.

E. "Engineer” is the Port employee generally tasked with administering the Project on the Port’s behalf and the person with overall responsibility for managing, for the Port, the Project scope, budget, and schedule. To the extent empowered, the Engineer may delegate to others at the Port (such as a Project Manager or Inspector) the responsibility for performing delegated responsibilities of the Engineer’s under this Contract.

F. "Port” means the Port of Tacoma. The Port will designate in writing a representative (usually the Engineer) who shall have the authority to act on the Port’s behalf related to the Project. The “Port” does not include staff, maintenance, or safety workers, or other Port employees or consultants that may contact the Contractor or be present at the Project site.

G. “Project” is identified in the Agreement and is the total construction to be performed by or through the Port, of which the Work performed under the Contract Documents may be only a part.

H. "Specifications” are those portions of the Contract Documents that specify the written requirements for materials, equipment, systems, standards, and workmanship for the Work and for the performance of related services.

I. “Subcontractor” means a person or entity that contracts directly with the Contractor to perform any Work under the Contract Documents. “Subcontractor of any tier” includes Subcontractors as well as any other person or entity, including suppliers, that contracts with a Subcontractor or a lower-tier Subcontractor (also referred to as "Sub-subcontractors") to perform any of the Work.

J. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, tools, equipment, materials, services, and incidentals necessary to complete all obligations under the Contract Documents. The Work may constitute only a part of the Project, and may interface and need to be coordinated with the work of others.

1.03 INTENT OF THE CONTRACT DOCUMENTS

A. Intent of Contract Documents. The intent of the Contract Documents is to describe the complete Work and to include all items and information necessary for the proper execution and completion of the Work by the Contractor.

B. Contract Documents are complementary. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

C. No third party contract rights. The Contract Documents shall not create a contractual relationship of any kind (1) between the Port and a Subcontractor of any tier (although the Port does not waive any third-party beneficiary rights it may otherwise have as to Subcontractors of any tier), (2) between the Contractor and the Engineer or other Port employees or consultants, or (3) between any persons or entities other than the Port and Contractor.

1.04 CORRELATION OF THE CONTRACT DOCUMENTS

A. Precedence. In the event of a conflict or discrepancy between or among the Contract Documents, the conflict or discrepancy will be resolved by the following order of precedence: with an addendum or Change Order having precedence over an earlier document, and computed dimensions having precedence over scaled dimensions, and large scale drawings take precedence over small scale drawings:

1. The signed Agreement

    a. Supplemental Conditions

    b. Division 00 General Conditions

    c. Division 01 General Requirements of Specifications

    d. All other Specifications, including all remaining divisions, material and system schedules and attachments, and Drawings

    e. All other sections in Division 00 not specifically identified herein by Section

B. Inconsistency between or among Contract Documents. If there is any inconsistency between the Drawings, schedules, or Specifications, or any attachments, the Contractor will make an inquiry to the Engineer to determine how to proceed, and, unless otherwise directed, the Contractor will provide the better quality or greater quantity of any work or materials, as reasonably interpreted by the Port, at no change in the Contract Sum or Contract Time. Thus, if Work is shown on Drawings, but not contained in Specifications or schedules, or contained in Specifications or schedules, but not shown on the Drawings, the Work as shown or contained will be provided at no change in the Contract Sum or Contract Time, according to Specifications or Drawings to be issued by the Port.

C. Inconsistency with law. In the event of a conflict between the Contract Documents and applicable laws, codes, ordinances, regulations, or orders of governmental authorities having jurisdiction over the Work, or in the event of any conflict between such laws, the most stringent requirements govern.

D. Organization of Contract Documents. The organization of the Specifications and Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed. The Port assumes no responsibility for the division and proper coordination of Work between particular Subcontractors.

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

1.05 OWNERSHIP OF THE CONTRACT DOCUMENTS

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

ARTICLE 2 - PORT OF TACOMA

2.01 AUTHORITY OF THE ENGINEER

A. Engineer will be Port’s representative. The Engineer or the Engineer’s designee will be the Port’s representative during the Project and will administer the Project on the Port’s behalf.

B. Engineer may enforce all obligations. The Engineer has the authority to enforce all requirements imposed on the Contractor by the Contract Documents.

C. Only Engineer is agent of Port. Other than the Engineer, no other Port employee or consultant is an agent of the Port, and none are authorized to agree on behalf of the Port to changes in the Contract Sum or Contract Time, nor to waive provisions of the Contract Documents, nor to direct the Contractor to take actions that change the Contract Sum or Contract Time, nor to accept notice of protests or claims on behalf of the Port.

2.02 ADMINISTRATION OF THE CONTRACT

A. Port will administer Contract. The Port will provide administration of the Contract through the Engineer or the Engineer’s designee. All communications with the Port or its consultants related to the Contract will be through the designated representative.

B. Port not responsible for means and methods. The Port is not responsible for, and will have no control or charge of, the means, methods, techniques, sequences, or procedures of construction, or for safety precautions or programs incidental thereto, because these are the sole responsibility of the Contractor. If the Port makes any suggestion of means, methods, techniques, sequences, or procedures, the Contractor will exercise its independent judgment in deciding whether to adopt the suggestion, except as otherwise provided in the Contract Documents.

C. Port not responsible for acts or omissions of Contractor or Subcontractors. The Port is not responsible for, and will have no control or charge of, the acts or omissions of the Contractor, Subcontractors of any tier, suppliers, or any of their agents or employees, or any other persons performing a portion of the Work.

D. Port not responsible for the Work. The Port is not responsible for the Contractor’s failure to carry out the Work in accordance with the Contract Documents. The presence of the Engineer or others at the Project site at any time does not relieve the Contractor from its responsibility for non-conforming Work.

E. Port will have access to the Work. The Port and its representatives will at all times have access to the Work in progress, and the Contractor will provide proper facilities for such access and for inspection.

2.03 INFORMATION PROVIDED BY THE PORT

A. Port to furnish information with reasonable promptness. The Port shall furnish information and services required of the Port by the Contract Documents with reasonable promptness.

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

2.04 CONTRACTOR REVIEW OF PROJECT INFORMATION

A. Contractor to familiarize itself with site and conditions of Work. Prior to executing the Contract, the Contractor shall visit the site, become generally familiar with local conditions under which the Work is to be performed, and correlate personal observations with the requirements of the Contract Documents and all information provided with the Bid Documents. By signing the Contract, the Contractor confirms that the Contract Sum is reasonable compensation for the Work; that the Contract Time is adequate; that it has carefully examined the Contract Documents and the Project site; and that it has satisfied itself as to the nature, location, and character of the Work, the labor, materials, equipment, and other items required and all other requirements of the Contract Documents. The Contractor’s failure fully to acquaint itself with any such condition does not relieve the Contractor from the responsibility for performing the Work in accordance with the Contract Documents, within the Contract Time, and for the Contract Sum.

B. Contractor to review Contract Documents. Because the Contract Documents are complementary, the Contractor will, before starting each portion of the Work, carefully study and compare the various Drawings, Specifications, and other Contract Documents, as well as all information furnished by the Port.

C. Contractor to confirm field conditions. Before starting each portion of the Work, the Contractor shall take field measurements of and verify any existing conditions, including all Work in place, and all general reference points; shall observe any conditions at the site affecting the Contractor; and shall carefully compare field measurements, conditions and other information known to the Contractor with the Contract Documents.

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

A. Port may reject Work. The Port has the authority, but not the obligation, to reject work, materials, and equipment that is defective or that otherwise does not conform to the Contract Documents, and to decide questions concerning the Contract Documents. However, the failure to so reject, or the presence of the Port at the site, shall not be construed as assurance that the Work is acceptable or being completed in compliance with the Contract Documents.

B. Port may stop Work. If the Contractor fails to correct Work that does not comply with the requirements of the Contract Documents, or repeatedly or materially fails to properly carry out the Work, the Port may issue an order to stop all or a portion of the Work until the cause for the order has been eliminated. The Port’s right to stop the Work shall not impose a duty on the Port to exercise this right for the benefit of the Contractor or any third party.

C. Port may carry-out Work. If the Contractor fails to perform the Work properly, fails to perform any provision of this Contract, or fails to maintain the Baseline Project Schedule, or if the Port reasonably concludes that the Work will not be completed in the specified manner or within the Contract Time, then the Port may, after three (3) days' written notice to the Contractor and without prejudice to any other remedy the Port may have, perform itself or have performed any or all of the Work and may deduct the cost thereof from any payment then or later due the Contractor.

2.06 SEPARATE CONTRACTORS

A. Port may engage separate contractors or perform work with its own forces. The Port may contract with other contractors ("Separate Contractor") in connection with the Project or perform work with its own forces. The Contractor shall coordinate and cooperate with any Port forces or Separate Contractors, as applicable. The Contractor shall provide reasonable opportunity for the introduction and storage of materials and the execution of work by others.

B. Contractor to inspect work of others. If any part of the Contractor's Work depends on the work of the Port or any Separate Contractor, the Contractor shall inspect and promptly report to the Port, in writing, any defects that impact the Contractor. Failure of the Contractor to so inspect and report defects in writing shall constitute an acceptance by Contractor of the work of the Port or Separate Contractor.

C. Contractor to resolve claims of others. Should the Contractor, or any of its Subcontractors of any tier, cause damage of any kind, including but not limited to delay, to any Separate Contractor, the Contractor shall promptly, and using its best efforts, settle or otherwise resolve the dispute with the Separate Contractor. The Contractor shall also promptly remedy damage caused to completed or partially completed construction.

2.07 OFFICERS AND EMPLOYEES OF THE PORT

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

ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES

3.01 DUTY TO PERFORM THE ENTIRE WORK

A. Contractor must perform entire Work in accordance with Contract Documents. The Contractor shall perform the entire Work required by the Contract in accordance with the Contract Documents. Unless otherwise specifically provided, the Contractor shall provide and pay for all labor, tools, equipment, materials, electricity, power, water, other utilities, transportation, and other facilities necessary for the execution and completion of the Work.

B. Contractor shall be independent contractor. The Contractor shall be, and operate as, an independent contractor in the performance of the Work. The Contractor is not authorized to enter into any agreements or undertakings for, or on behalf of, the Port and is not an agent or employee of the Port.

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

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

B. Requests for Information. The Contractor shall submit Requests for Information concerning the Contract Documents by following the procedure and using such form as the Port may require. The Contractor shall minimize Requests for Information by thoroughly studying the Contract Documents and reviewing all Subcontractor requests. The Contractor shall allow adequate time in its planning and scheduling for a response from the Port to a Request for Information.

C. Port may provide information to supplement Drawings and Specifications. Minor items of work or detail that are omitted from the Drawings and Specifications, but inferable from the information presented and normally provided by accepted good practice, shall be provided and/or performed by the Contractor as part of the Contract Sum and within the Contract Time. Similarly, the Engineer may furnish to the Contractor additional Drawings and clarifications, consistent with the Contract Documents, as necessary to detail and illustrate the Work. The Contractor shall conform its Work to such additional Drawings and clarifications at no increase in the Contract Sum or Contract Time.

3.03 SUPERVISION AND RESPONSIBILITY FOR SUBCONTRACTORS

A. Contractor responsible for Work and workers. The Contractor shall have complete control of the means, methods, techniques, sequences, or procedures related to the Work, and for all safety precautions or programs. The Contractor shall have complete control over, and responsibility for, all personnel performing the Work. The Contractor is also responsible for the acts and omissions of the Contractor's principals, employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors of any tier.

B. Contractor to supervise the Work. The Contractor shall continuously supervise and direct the Work using competent and skilled personnel and the Contractor's best skill and attention.

C. Contractor to enforce discipline and good order. The Contractor shall enforce strict discipline and good order among all workers on the Project, and shall not employ any unfit person or anyone not skilled in the work to which they are assigned. Incompetent, careless, or negligent workers shall immediately be removed from the Work. The Port may, but is not obligated to, require the Contractor to remove from the Work, at no change in the Contract Sum or Contract Time, anyone whom the Port considers objectionable.

3.04 MATERIALS AND EQUIPMENT

A. Material and equipment to be new. All materials and equipment to be incorporated into the Work shall be new, unless specifically provided otherwise in the Contract Documents. The Contractor shall, if required in writing by the Port, furnish satisfactory evidence regarding the kind and quality of any materials, identify the source, and warrant compliance with the Contract Documents. The Contractor shall ensure that all materials and equipment are protected, kept dry, and stored under cover in a manner to protect such materials and equipment.

B. Material and equipment shall conform to manufacturer instructions. All materials and equipment shall conform, and shall be applied, installed, used, maintained, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processor, unless otherwise specifically provided by the Engineer.

3.05 CONTRACTOR WARRANTIES

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

B. Work will be free from defects. The Contractor warrants that the Work will be free from defects for a period of one (1) year from the date of Substantial Completion of the Project.

C. Contractor to collect and deliver warranties to Port. The Contractor shall collect and deliver to the Port any written warranties required by the Contract Documents. These warranties shall be obtained and enforced by the Contractor for the benefit of the Port without the necessity of separate assignment. These warranties shall extend to the Port all rights, claims, benefits, and interests that the Contractor may have under express or implied warranties or guarantees against a Subcontractor of any tier, supplier, or manufacturer for defective or non-conforming Work. Warranty provisions that purport to limit or alter the Port's rights under the Contract Documents, or the laws of the State of Washington, are null and void.

D. General requirements. The Contractor is not relieved of its general warranty obligations by the specification of a particular product or procedure in the Contract Documents. Warranties in the Contract Documents shall survive completion, acceptance, and final payment.

3.06 REQUIRED WAGES

A. Contractor will pay required wages. The Contractor shall pay (and shall ensure that all Subcontractors of any tier pay) all prevailing wages and other wages (such as Davis-Bacon Act wages) applicable to the Project. See Specification Section 00 73 46.

B. The Contractor shall defend (at Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold the Port harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs, and expenses, whether direct or indirect, and including, but not limited to, attorneys' fees and consultants' fees and other costs and expenses of litigation, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or Chapter 51 RCW ("Industrial Insurance").

3.07 STATE AND LOCAL TAXES

A. Contractor will pay taxes on consumables. The Contractor will pay the retail sales tax on all consumables used during performance of the Work and on all items that are not incorporated into the final Work; this tax shall be included in the Contract Sum.

B. Port will pay taxes on the Contract Sum. The Port will pay state and local retail sales tax on the Contract Sum with each progress payment, and on final payment, for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local taxing authority. Rule 170: WAC 458-20-170.

C. Direct all tax questions to the Department of Revenue. The Contractor should direct all questions concerning taxes on any portion of the Work to the State of Washington Department of Revenue or to the local taxing authority.

D. State Sales Tax - Rule 171: WAC 458-20-171. For work performed related to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used, primarily, for foot or vehicular traffic, the Contractor shall include Washington State Retail Sales Taxes in the various schedule prices, or other contract amounts, including those that the Contractor pays on the purchase of materials, equipment, or supplies used or consumed in doing the Work.

1. The bid form will indicate which bid items are subject to Rule 171. Any such identification by the Port is not binding upon the Department of Revenue.

3.08 PERMITS, LICENSES, FEES, AND ROYALTIES

A. Contractor to provide and pay for permits unless otherwise specified. Unless otherwise specified, the Contractor shall procure and pay for all permits, licenses, and governmental inspection fees necessary or incidental to the performance of the Work. All costs related to these permits, licenses, and inspections shall be included in the Contract Sum. Any action taken by the Port to assist the Contractor in obtaining permits or licenses shall not relieve the Contractor of its sole responsibility to obtain and pay for permits, licenses, and inspections as part of the Contract Sum.

B. Contractor’s obligations when permit must be in Port’s name. When applicable law or agency requires a permit to be issued to a public agency, the Port will support the Contractor’s request for the permit and accept the permit in the Port’s name, if:

1. The Contractor takes all necessary steps required for the permit to be issued;

2. The permit applies to Work performed in connection with the Project; and

3. The Contractor agrees in writing to abide by all requirements of the permit and to defend and hold harmless the Port from any liability in connection with the permit.

C. Contractor to pay royalties. The Contractor shall pay all royalties and license fees required for the Work unless otherwise specified in the Contract Documents.

3.09 SAFETY

A. Contractor solely responsible for safety. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and the performance of the Contract.

B. Port not responsible for safety. The Port may identify safety concerns to the Contractor; however, no action or inaction of the Port or any third party relating to safety will: (1) relieve the Contractor of its sole and complete responsibility for safety and sole liability for any consequences, (2) impose any obligation on the Port or a third party to inspect or review the Contractor’s safety program or precautions, (3) impose any continuing obligation on the Port or a third party to ensure the Contractor performs the Work safely, or (4) affect the Contractor’s responsibility for the protection of property, workers, and the general public.

C. Contractor to maintain a safe Work site. The Project site may be occupied during performance of the Work. The safety of these site occupants is of paramount importance to the Port. The Contractor shall maintain the Work site and perform the Work in a safe manner and in accordance with the Washington Industrial Safety and Health Act (WISHA) and all other applicable safety laws, rules, and regulations. This requirement shall apply continuously and not be limited to working hours.

D. Contractor to protect Work site and adjacent property until Final Completion. The Contractor shall continuously protect the Work and adjacent property from damage. At all times until Final Completion, the Contractor shall be responsible for, and protect from damage, weather, deterioration, theft, and vandalism, the Work and all materials, equipment, tools, and other items incorporated or to be incorporated in the Work, and shall repair any damage, injury, or loss.

3.10 CORRECTION OF WORK

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

B. One-year correction period. The Contractor shall correct all defects in the Work appearing within one (1) year of Substantial Completion or within any longer period prescribed by law or by the Contract Documents. The Contractor shall initiate remedial action within fourteen (14) days of receipt of notice from the Port and shall complete remedial work within a reasonable time. Work corrected by the Contractor shall be subject to the provisions of this Section 3.10 for an additional one-year period following the Port's acceptance of the corrected Work.

C. Contractor responsible for defects and failures to correct. The Contractor shall be responsible for any expenses incurred by the Port resulting from defects in the Work. If the Contractor refuses or neglects to correct the defects, or does not timely accomplish corrections, the Port may correct the Work and charge the Contractor the cost of the corrections. If damage or loss of service may result from a delay in correction, the corrections may be made by the Port and reimbursed by the Contractor.

D. Port may accept defective work. The Port may, at its sole option, elect to retain defective or nonconforming Work. In such a case, the Port shall reduce the Contract Sum by a reasonable amount to account for the defect or non-conformance.

E. No period of limitation established. Nothing contained in this Section 3.10 establishes a period of limitation with respect to any obligations under the Contract Documents or law. The establishment of the one (1) year correction period relates only to the specific obligation of the Contractor to correct defective or non-conforming Work.

3.11 UNCOVERING OF WORK

A. Contractor to uncover work covered prior to inspection. If any portion of the Work is covered prior to inspection and approval, the Contractor shall, at its expense, uncover or remove the Work for inspection by the Port or others, and replace the Work to the standard required by the Contract Documents.

B. Contractor to uncover work at Port's request. After initial inspection and observation, the Port may order a reexamination of Work, and the Work must be uncovered by the Contractor. If the uncovered Work complies with the Contract Documents, the Port shall pay the cost of reexamination and replacement. If the Work is found not to comply with the Contract Documents, the Contractor shall pay the cost of replacement, unless the Contractor demonstrates that it did not cause the defect in the Work.

3.12 RELOCATION OF UTILITIES

A. Contractor should assume underground utilities are in approximate locations. The Contractor should assume that the locations of any underground or hidden utilities, underground tanks, and plumbing or electrical runs indicated in surveys or the Contract Documents are shown in approximate locations. The accuracy of this information is not guaranteed by the Port and shall be verified by the Contractor. The Contractor shall comply with RCW 19.122.030 and utilize a utility locator service to locate utilities on Port property. The Contractor shall bear the risk of loss if any of its Work directly or indirectly damages or interrupts any utility service or causes or contributes to damages of any nature.

B. Utility relocation or removal. Where relocation or removal of utilities is necessary or required, it shall be performed at the Contractor's sole expense, unless the Contract Documents specify otherwise. If a utility owner is identified as being responsible for relocating or removing utilities, the work will be accomplished at the utility owner's convenience, either during, or in advance of, construction. Unless otherwise specified, it shall be the Contractor's sole responsibility to coordinate, schedule, and pay for work performed by a utility owner.

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

3.13 LABOR

A. Contractor responsible for labor peace. The Contractor is responsible for labor peace relating to the Work and shall cooperate in maintaining Project-wide labor harmony. The Contractor shall use its best efforts as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes, or strikes.

B. Contractor to minimize impact of labor disputes. The Contractor will take all necessary steps to prevent labor disputes from disrupting or otherwise interfering with access to Port property. If a labor dispute disrupts the progress of the Work or interferes with access, the Contractor shall promptly and expeditiously take all necessary action to eliminate or minimize the disruption or interference.

3.14 INDEMNIFICATION

A. Duty to defend, indemnify, and hold harmless. To the fullest extent permitted by law and subject to this Section 3.14, the Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold harmless the Port and the Northwest Seaport Alliance, including their respective Commissions, officers, managers, and employees, the Engineer, any consultants, and the agents and employees, successors and assigns of any of them (the "Indemnified Parties") from and against claims, damages, lawsuits, losses (including loss of use), disbursements, liabilities, obligations, fines, penalties, costs, and expenses, whether direct and indirect or consequential, including but not limited to, consultants' fees, and attorneys' fees incurred on such claims and in proving the right to indemnification ("Claims"), arising out of, or resulting from, the acts or omissions of the Contractor, a Subcontractor of any tier, their agents, and anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable (individually and collectively, the "Indemnitor").

B. Duty to defend, indemnify, and hold harmless for sole negligence. The Contractor will fully defend, indemnify, and hold harmless the Indemnified Parties for the sole negligence or willful misconduct of the Indemnitor.

C. Duty to defend, indemnify, and hold harmless for concurrent negligence. Where Claims arise from the concurrent negligence of (1) the Port; and (2) the Indemnitor, the Contractor's obligations to indemnify and defend the Indemnified Parties under this Section 3.14 shall be effective only to the extent of the Indemnitor's negligence.

D. Duty to indemnify not limited by workers' compensation or similar employee benefit acts. In claims against any of the Indemnified Parties by an employee of the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this Section 3.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the Indemnified Parties under Title 51 RCW, "Industrial Insurance."

E. Intellectual property indemnification. The Contractor will be liable for and shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold the Indemnified Parties harmless for Claims for infringement by the Contractor of copyrights or patent rights arising out of, or relating to, the Project.

F. Labor peace indemnification. If the Contractor fails to satisfy its labor peace obligations under the Contract, the Contractor will be liable for and shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold harmless the Indemnified Parties for Claims brought against the Port by third parties (including but not limited to lessees, tenants, contractors, customers, licensees, and invitees of the Port) for injunctive relief or monetary loss.

G. Cyber risk indemnification. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that includes theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.

H. Joinder. The Contractor agrees to being added by the Port as a party to any arbitration or litigation with third parties in which the Port alleges indemnification or seeks contribution from the Indemnitor. The Contractor shall cause each of its Subcontractors of any tier to similarly stipulate in their subcontracts; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s) of any tier.

I. Other. To the extent that any portion of this Section 3.14 is stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect. The obligations of the Contractor under this Section 3.14 shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity which would otherwise exist. To the extent the wording of this Section 3.14 would reduce or eliminate an available insurance coverage, it shall be considered modified to the extent necessary so that the insurance coverage is not affected. This Section 3.14 shall survive completion, acceptance, final payment, and termination of the Contract.

3.15 WAIVER OF CONSEQUENTIAL DAMAGES

A. Mutual waiver of consequential damages. The Contractor and Port waive claims against each other for consequential damages arising out of, or relating to, this Contract. This mutual waiver includes, but is not limited to: (1) damages incurred by the Port for rental expenses, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons, and (2) damages incurred by the Contractor for principal and home office overhead and expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business, and reputation, for losses on other projects, for loss of profit, and for interest or financing costs. This mutual waiver includes, but is not limited to, all consequential damages due to either party's termination.

B. Limitation. Nothing contained in this Section 3.15; however, shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, to preclude damages specified in the Agreement, or to affect the Contractor's obligation to indemnify the Port for direct, indirect, or consequential damages alleged by a third party.

ARTICLE 4 - SUBCONTRACTORS AND SUPPLIERS

4.01 RESPONSIBILITY FOR ACTIONS OF SUBCONTRACTORS AND SUPPLIERS.

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

4.02 AWARD OF CONTRACTS TO SUBCONTRACTORS AND SUPPLIERS

A. Contractor to provide proposed Subcontractor information. The Contractor, within ten (10) days after the Port's notice of award of the Contract, shall provide the Engineer with the names of the persons or entities proposed to perform each of the principal portions of the Work (i.e., either a Subcontractor listed in a bid or proposal or a Subcontractor performing Work valued at least ten percent (10%) of the Contract Sum) and the proprietary names, and the suppliers of, the principal items or systems of materials and equipment proposed for the Work. No progress payment will become due until after this information has been furnished.

B. Port to respond promptly with objections. The Port may respond promptly to the Contractor in writing stating: (1) whether the Port has reasonable objection to any proposed person or entity, or (2) whether the Port requires additional time for review. If the Port makes a reasonable objection, the Contractor shall replace the Subcontractor with no increase to the Contract Sum or Contract Time. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work and compliance with all of the requirements of the Contract within the Contract Sum and Contract Time.

C. Reasonable objection defined. "Reasonable objection" as used in this Section 4.02 includes, but is not limited to: (1) a proposed Subcontractor of any tier different from the entity listed with the bid, (2) lack of "responsibility" of the proposed Subcontractor, as defined by Washington law and the Bidding Documents, or lack of qualification or responsibility of the proposed Subcontractor based on the Contract or Bidding Documents, or (3) failure of the Subcontractor to perform satisfactorily in the Port's opinion (such as causing a material delay or submitting a claim that the Port considers inappropriate) on one or more projects for the Port within five (5) years of the bid date.

D. No substitution allowed without permission. The Contractor shall not substitute a Subcontractor, person, or organization without the Engineer's written consent.

4.03 SUBCONTRACTOR AND SUPPLIER RELATIONS

A. Contractor to schedule, supervise, and coordinate Subcontractors. The Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors of any tier, including suppliers. The Contractor shall ensure that appropriate Subcontractors coordinate the Work of lower-tier Subcontractors.

B. Subcontractors to be bound to Contract Documents. By appropriate agreement, the Contractor shall require each Subcontractor and supplier to be bound to the terms of the Contract Documents and to assume toward the Contractor, to the extent of their Work, all of the obligations that the Contractor assumes toward the Port under the Contract Documents. Each subcontract shall preserve and protect the rights of the Port and shall allow to the Subcontractor, unless specifically provided in the subcontract, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Port. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with lower-tier Subcontractors.

C. Contractor to correct deficiencies in Subcontractor performance. When a portion of the Work subcontracted by the Contractor is not being prosecuted in accordance with the Contract Documents, or if such subcontracted Work is otherwise being performed in an unsatisfactory manner in the Port's opinion, the Contractor shall, on its own initiative or upon the written request of the Port, take immediate steps to correct the deficiency or remove the non-performing party from the Project. The Contractor shall replace inadequately performing Subcontractors upon request of the Port at no change in the Contract Sum or Contract Time.

D. Contractor to provide subcontracts. Upon request, the Contractor will provide the Port copies of written agreements between the Contractor and any Subcontractor.

ARTICLE 5 - WORKFORCE AND NON-DISCRIMINATION REQUIREMENTS

5.01 COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

B. Nondiscrimination Provision

1. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

2. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

3. Default. Notwithstanding any provision to the contrary, POT may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until POT receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), POT may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. POT shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe POT for default under this provision.

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

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

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

5.03 APPRENTICESHIP PARTICIPATION

A. In accordance with RCW 39.04.320, fifteen (15) percent Apprenticeship Participation is required for all projects estimated to cost one million ($1,000,000) dollars or more.

B. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).

C. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 by phone at (360) 902-5320, or e-mail at Apprentice@lni.wa.gov, to obtain information on available apprenticeship programs.

D. For each project that has apprentice requirements, the contractor shall submit a "Statement of Apprentice and Journeyman Participation" on forms provided by the Port of Tacoma, with every request for project payment. The Contractor shall submit consolidated and cumulative data collected by the Contractor and collected from all subcontractors by the Contractor. The data to be collected and submitted includes the following:

1. Contractor name and address
2. Contract number
3. Project name
4. Contract value
5. Reporting period "Beginning Date" through "End Date"
6. Name and registration number of each apprentice by contractor

7. Total number of apprentices and labor hours worked by them, categorized by trade or craft.
8. Total number of journeymen and labor hours worked by them, categorized by trade or craft
9. Cumulative combined total of apprentice and journeymen labor hours
10. Total percentage of apprentice hours worked

E. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Port. In any request for the change, the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.

F. Labor hours used in the 15% labor hour calculation will include all employees working on the project who are subject to prevailing wage laws. The definition of Labor Hours is further clarified to include working supervisor and foreman hours if they are covered under prevailing wage laws based on the time spent performing laborious activities. Simply adding supervisor or foreman to the employee's title does not exempt their hours from the calculation.

G. During the life of the project, Apprentice Utilization is actively monitored through LNIs Prevailing Wage Intents and Affidavits (PWIA) system using the certified payroll calculated percentage. In addition, the affidavit calculated percentage shown in PWIA must be at least 15.0% to be compliant. All affidavits must be filed before determining if the Apprentice Utilization Requirement was met. Failure to achieve at least 15.0% apprentice Utilization as shown in PWIA for certified payrolls and affidavits will cause a penalty of $500.00

ARTICLE 6 - CONTRACT TIME AND COMPLETION

6.01 CONTRACT TIME

A. Contract Time is measured from Contract execution. Unless otherwise provided in the Agreement, the Contract Time is the period of time, including authorized adjustments, specified in the Contract Documents from the date the Contract is executed to the date Substantial Completion of the Work is achieved.

B. Commencement of the Work. The Contractor shall begin Work in accordance with the notice of award and the notice to proceed and shall complete all Work within the Contract Time. When the Contractor's signed Agreement, required insurance certificate with endorsements, bonds, and other submittals required by the notice of award have been accepted by the Port, the Port will execute the Contract and, following receipt of other required pre-work submittals, will issue a notice to proceed to allow the Contractor to mobilize and commence physical Work at the Project site, as further described in these contract documents. No Work at the Project site may commence until the Port issues a notice to proceed.

C. Contractor shall achieve specified completion dates. The Contractor shall achieve Substantial Completion within the Contract Time and shall achieve Final Completion within the time period thereafter stated in the Contract Documents.

D. Time is of the essence. Time limits stated in the Contract Documents, including any interim milestones, are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

6.02 PROGRESS AND COMPLETION

A. Contractor to maintain schedule. The Contractor's sequence and method of operations, application of effort, and work force shall at all times be created and implemented to ensure the orderly, expeditious, and timely completion of the Work and performance of the Contract. The Contractor shall furnish sufficient forces and shall work such hours, including extra shifts, overtime operations, and weekend and holiday work as may be necessary to ensure completion of the Work within the Contract Time and the approved Baseline Project Schedule.

B. Contractor to take necessary steps to meet schedule. If the Contractor fails substantially to perform in a timely manner in accordance with the Contract Documents and, through the fault of the Contractor or Subcontractor(s) of any tier, fails to meet the Baseline Project Schedule, the Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations, or days of work, or by other means and methods, all without additional cost to the Port. If the Contractor believes that any action or inaction of the Port constitutes acceleration, the Contractor shall immediately notify the Port in writing and shall not accelerate the Work until the Port either directs the acceleration in writing or denies the constructive acceleration.

C. Liquidated damages not exclusive. Any provisions in the Contract Documents for liquidated damages shall not preclude other damages due to breaches of Contract of the Contractor.

6.03 SUBSTANTIAL COMPLETION

A. Substantial Completion defined. Substantial Completion is the stage in the progress of the Work, or portion or phase thereof, when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Port can fully occupy or utilize the Work, or the designated portion thereof, for its intended use, all requirements in the Contract Documents for Substantial Completion have been achieved, and all required documentation has been properly submitted to the Port in accordance with the Contract Documents. All Work, other than incidental corrective or punch list Work and final cleaning, must be completed. The fact that the Port may occupy the Work or a designated portion thereof does not indicate that Substantial Completion has occurred or that the Work is acceptable in whole or in part.

B. Work not Substantially Complete unless Final Completion attainable. The Work is not Substantially Complete unless the Port reasonably judges that the Work can achieve Final Completion within the period of time specified in the Contract Documents.

C. Notice of Substantial Completion. When the Work or designated portion has achieved Substantial Completion, the Port will provide a notice to establish the date of Substantial Completion. The notice shall establish responsibilities of the Port and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall finish all remaining Work. If the notice of Substantial Completion does not so state, all responsibility for the foregoing items shall remain with the Contractor until Final Completion.

6.04 COMPLETION OF PUNCH LIST

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

6.05 FINAL COMPLETION

A. Final Completion. Upon receipt of written notice from the Contractor that all punch list items and other Contract requirements are completed, the Contractor will notify the Port, and the Port will perform a final inspection. If the Port determines that some or all of the punch list items have not been addressed, the Contractor shall be responsible to the Port for all costs, including re-inspection fees, for any subsequent reviews to determine completion of the punch list. When the Port determines that all punch list items have been satisfactorily addressed, that the Work is acceptable under the Contract Documents, and that the Work has fully been performed, the Port will promptly notify the Contractor of Final Completion.

B. Contractor responsible for costs if Final Completion is not timely achieved. In addition to any liquidated damages, the Contractor is liable for, and the Port may deduct from any amounts due the Contractor, all costs incurred by the Port for services performed after the contractual date of Final Completion, whether or not those services would have been performed prior to that date had Final Completion been timely achieved.

C. Final Completion submittals. The Port is not obligated to accept the Project as complete until the Contractor has submitted all required submittals to the Port.

D. Contractor responsible for the Work until Final Completion. The Contractor shall assume the sole risk of loss and responsibility for all Work under the Contract, and all materials to be incorporated in the Work, whether in storage or at the Project site, until Final Completion. Damage from any cause to either permanent or temporary Work, utilities, materials, equipment, existing structures, the site, or other property owned by the Port or others, shall be repaired by the Contractor to the reasonable satisfaction of the Port at no change in the Contract Sum.

6.06 FINAL ACCEPTANCE

A. Final Acceptance. Final Acceptance is the formal action of the Port accepting the Project as complete.

B. Final Acceptance not an acceptance of defective Work. Final Acceptance shall not constitute acceptance by the Port of unauthorized or defective Work, and the Port shall not be prevented from requiring the Contractor to remove, replace, repair, or dispose of unauthorized or defective Work or recovering damages due to the same.

C. Completion of Work under RCW 60.28. Pursuant to RCW 60.28, "Lien for Labor, Materials, Taxes on Public Works," completion of the Contract Work shall occur upon Final Acceptance.

6.07 PORT'S RIGHT TO USE THE PREMISES

A. Port has right to use and occupy Work. The Port reserves the right to occupy or use any part of the Work before or after Substantial Completion of some or all of the Work without relieving the Contractor of any of its obligations under the Contract. Such occupancy or use shall not constitute acceptance by the Port of any of the Work, and shall not cause any insurance to be canceled or lapse.

B. No compensation due if Port elects to use and occupy Work. No additional compensation shall be due to the Contractor as a result of the Port's use or occupancy of the Work or a designated portion.

ARTICLE 7 - PAYMENT

7.01 ALL PAYMENTS SUBJECT TO APPLICABLE LAWS AND SCHEDULE OF VALUES

A. Payment of the Contract Sum. The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Port to the Contractor for performance of the Work under the Contract Documents. Payments made to the Contractor are subject to all laws applicable to the Port and the Contractor. Payment of the Contract Sum constitutes full compensation to the Contractor for performance of the Work, including all risk, loss, damages, or expense of whatever character arising out of the nature or prosecution of the Work. The Port is not obligated to pay for extra work or materials furnished without prior written approval of the Port.

B. Schedule of Values. All payments will be based upon an approved Schedule of Values. Prior to submitting its first Application for Payment, the Contractor shall submit a Schedule of Values to the Port allocating the entire Contract Sum to the various portions of the Work. The Schedule of Values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Port may require. This schedule, unless objected to by the Port, shall be used as a basis for reviewing the Contractor's applications for payment.

7.02 APPLICATIONS FOR PAYMENT

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

7.03 PROGRESS PAYMENTS

A. Progress payments. Following receipt of a complete Application for Payment, the Engineer will either authorize payment or indicate in writing to the Contractor the specific reasons why the payment request is being denied, in whole or in part, and the remedial action the Contractor must take to receive the withheld amount. After a complete Application for Payment has been received and approved by the Port, payment will be made within thirty (30) days. Any payments made by, or through, or following receipt of, payment from third parties will be made in accordance with the third party's policies and procedures.

B. Port may withhold payment. The Port may withhold payment in whole or in part as provided in the Contract Documents or to the extent reasonably necessary to protect the Port from loss or potential loss for which the Contractor is responsible, including loss resulting from the Contractor's acts and omissions.

7.04 PAYMENT BY CONTRACTOR TO SUBCONTRACTORS

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

B. Payment certification to be provided upon request. The Contractor shall provide, with each Application for Payment, a certification signed by Contractor attesting that all payments by the Contractor to Subcontractors from the last Application for Payment were made within ten (10) days of the Contractor's receipt of payment. The certification will also attest that the Contractor will make payment to Subcontractors for the current Application for Payment within ten (10) days of receipt of payment from the Port.

7.05 FINAL PAYMENT

A. Final payment. Final applications for payment are due within seven (7) days following Final Completion. Final payment of the unpaid balance of the Contract Sum, except retainage, will be made following Final Completion and within thirty (30) days of the Contractor's submission of an approved final Application for Payment.

B. Releases required for final payment. The final payment shall not become due until the Contractor delivers to the Port a complete release of all liens arising out of the Contract, as well as an affidavit stating that, to the best of Contractor's knowledge, its release includes all labor and materials for which a lien could be filed. If a Subcontractor of any tier refuses to furnish a release or waiver required by the Port, the Port may (a) retain in the fund, account, or escrow funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount, or (b) accept a bond from the Contractor, satisfactory to the Port, to indemnify the Port against the lien. If any such lien remains unsatisfied after all payments from the retainage are made, the Contractor shall refund to the Port all moneys that the Port may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

7.06 RETAINAGE

A. Retainage to be withheld. In accordance with RCW 60.28, a sum equal to five percent (5%) of each approved Application for Payment shall be retained. Prior to submitting its first Application for Payment, the Contractor shall exercise one of the options listed below:

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

2. Deposited by the Port in an interest-bearing account or escrow account in a bank, mutual savings bank, or savings and loan association designated by the Contractor, not subject to withdrawal until after the final acceptance of said improvement or work as completed, or until agreed to by both parties; provided that interest on such account shall be paid to the Contractor. Contractor to complete and submit Port provided Retainage Escrow Agreement (Section 00 61 23.13); or

3. If the Contractor provides a bond in place of retainage, it shall be in an amount equal to 5% of the Contract Sum plus Change Orders. The retainage bond shall be based on the form furnished in Section 00 61 23 or otherwise acceptable to the Port and duly completed and signed by a licensed surety or sureties registered with the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner. The surety or sureties must be rated at least "A-, FSC(6)" or higher by A.M. Best Rating Guide and be authorized by the Federal Department of the Treasury. Attorneys-in-fact who sign the retainage bond must file with each bond a certified and effective Power of Attorney statement.

B. Contractor may withhold retainage from Subcontractors. The Contractor or a Subcontractor may withhold not more than five percent (5%) retainage from the monies earned by any Subcontractor or lower-tier Subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Port, the Contractor shall specify the amount of retainage and interest due a Subcontractor.

C. Release of retainage. Retainage will be withheld and applied by the Port in a manner required by RCW 60.28 and released in accordance with the Contract Documents and statutory requirements. Release of the retainage will be processed in the ordinary course of business within sixty (60) days following Final Acceptance of the Work by the Port provided that no notice of lien has been given as provided in RCW 60.28, that no claims have been brought to the attention of the Port, that the Port has no claims under this Contract, and that release of retention has been duly authorized by the State. The following items must also be obtained prior to release of retainage: pursuant to RCW 60.28, a certificate from the Department of Revenue; pursuant to RCW 50.24, a certificate from the Department of Employment Security; and appropriate information from the Department of Labor and Industries including approved affidavits of wages paid for the Contractor and each subcontractor.

7.07 DISPUTED AMOUNTS

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

7.08 EFFECT OF PAYMENT

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

B. Acceptance of final payment waives claims. Acceptance of final payment by the Contractor, a Subcontractor of any tier, or a supplier shall constitute a waiver of claims except those previously made in writing and identified as unsettled in Contractor's final Application for Payment.

C. Execution of Change Order waives claims. The execution of a Change Order shall constitute a waiver of claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order.

7.09 LIENS

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

ARTICLE 8 - CHANGES IN THE WORK

8.01 CHANGES IN THE WORK

A. Changes in the Work authorized. Without invalidating the Contract and without notice to the Contractor's surety, the Port may authorize changes in the Work after execution of the Contract, including changes in the Contract Sum or Contract Time. Changes shall occur solely by Change Order, Unilateral Change Directive, or Minor Change in Work. All changes in the Work are effective immediately, and the Contractor shall proceed promptly to perform the change, unless otherwise provided in the Change Order or Directive.

B. Changes in the Work Defined.

1. A Change Order is a written instrument signed by the Port and Contractor stating their agreement to a change in the Work and the adjustment, if any, in the Contract Sum and/or Contract Time.

2. A Unilateral Change Directive is a written instrument issued by the Port to transmit new or revised Drawings, issue additions or modifications to the Contract, furnish other direction and documents adjustment, if any, to the Contract Sum and/or Contract Time. A Unilateral Change Directive is signed only by the Port, without requiring the consent or signature of the Contractor.

3. A Minor Change in the Work is a written order from the Port directing a change that does not involve an adjustment to the Contract Sum or the Contract Time.

C. Request for Proposal: At any time, the Port may issue a Proposal Request directing the Contractor to propose a change to the Contract Sum and/or Contract Time, if any, based on a proposed change in the Work. The Contractor shall submit a responsive Change Order proposal as soon as possible, and no later than fourteen (14) days after receipt, in which the Contractor specifies in good faith the extent to which the Contract Sum and/or Contract Time would change. All cost components shall be limited to the manner described in Section 8.02(B). If the Contractor fails to timely respond to a Proposal Request, the Port may issue the change as a Unilateral Change Directive.

1. Fixed price method is default for Contractor Change Order proposal. When the Port has requested that the Contractor submit a Change Order proposal, the Port may specify the basis on which the Contract Sum will be adjusted by the Contractor. The Engineer's preference, unless otherwise indicated, is for changes in the Work to be priced using Lump Sums or Unit Prices or on a time and material (Force Account) basis if unit pricing or lump sums cannot be negotiated or determined. In all instances, however, proposed changes shall include a not-to-exceed price for the change and shall be itemized for evaluation purposes in accordance with Section 8.02(B), as requested by the Engineer.
2. The Port may accept or reject the Contractor's Change Order proposal, request further documentation, or negotiate acceptable terms with the Contractor. If The Port and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order.
3. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment. The Port may reject a proposal, in which case the Port may either not effectuate the change or issue a Unilateral Change Directive. The Port will not make payment to the Contractor for any work until that work has been incorporated into an executed Change Order.

D. Unforeseen Conditions: If the Contractor encounters conditions at the site that are: (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or any soils reports made available by the Port to the Contractor, or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall immediately provide oral notice to the Engineer before conditions are disturbed, followed within 24 hours by an initial written notice. The Contractor shall submit a detailed proposal no later than seven (7) days following discovery of differing site conditions. The Engineer will promptly investigate these conditions and, if the Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost or time required for performance of any part of the Work, will establish a change in the Contract Sum or Contract Time, or both, consistent with the requirements of the Contract Documents. If the Contractor disputes the Engineer's determination, the Contractor may proceed as provided in the dispute resolution procedure (Article 11). No increase to the Contract Sum or the Contract Time shall be allowed if the Contractor does not comply with the contractual requirements or if the Contractor knew, or reasonably should have known, of the concealed conditions prior to executing the Contract.

E. Proceed Immediately: Pending agreement on the terms of the Change Order or upon determination of a differing site condition as defined in 8.01(D), the Engineer may direct Contractor to proceed immediately with the change in the Work. Contractor shall not proceed with any change in the Work until it has obtained the Engineer's written approval and documentation of the following:

1. The scope of work
2. An agreed upon maximum not-to-exceed amount
3. The method of final cost determination
4. Estimated time to complete the changed work

5. As a change in the Work is performed, unless the parties have signed a written Change Order to establish the cost of the change, the Contractor shall maintain an itemized accounting of all costs related to the change based on the categories in Section 8.02(B) and provide such data to the Port upon request. This includes, without limitation, invoices, including freight and express bills, and other support for all material, equipment, Subcontractor, and other charges related to the change and, for material furnished from the Contractor's own inventory, a sworn affidavit certifying the actual cost of such material. Failure to provide data to the Port within seven (7) days of a request constitutes a waiver of any claim. The Port may furnish any material or equipment to the Contractor that it deems advisable, and the Contractor shall have no claim for any costs or fee on such material or equipment.

F. Procedure for Unilateral Change Directive. Whether or not the Port has rejected a Contractor's proposal, the Port may issue a Unilateral Change Directive and the Contractor shall promptly proceed with the specified Work. If the Contractor disagrees with a Unilateral Change Directive, the Contractor shall advise the Port in writing through a Change Order proposal within seven (7) days of receipt. The Contractor's Change Order proposal shall reasonably specify the reasons for any disagreement and the adjustment it proposes. Without this timely Change Order proposal, the Contractor shall conclusively be deemed to have accepted the Port's proposal.

G. Payment pending final determination of Force Account work. Pending final determination of the total cost of Force Account Work, and provided that the Work to be performed under Force Account is complete and any reservations of rights have been signed by the Port, the Contractor may request payment for amounts not in dispute in the next Application for Payment accompanied by documentation indicating the parties' agreement. Work done on a Force Account basis must be approved in writing on a daily basis by the Engineer or the Engineer's designee and invoices shall be submitted with an Application for Payment within sixty (60) days of performance of the Work.

8.02 CHANGES IN THE CONTRACT SUM

A. Port to Decide How Changes are Measured. The Port may elect, in its sole discretion, how changes in the Work will be measured for payment. Change in the Work may be priced on a lump sum basis, through Unit Prices, as Force Account, or by another method documented in the executed Change Order, Unilateral Change Directive, or Minor Change in the Work.

B. Determination of Cost of Change. The total cost of any change in the Work, including a claim under Article 11, shall not exceed the prevailing cost for the Work in the locality of the Project. In all circumstances, the change in the Work shall be limited to the reasonable, actual cost of the following components:

1. Direct labor costs: These are the actual labor costs determined by the number of additional craft hours at their normal hourly rate necessary to perform a change in the Work. The hourly cost of labor will be based upon the following:

a. Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Contractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage," for the laborers, apprentices, journeymen, and foremen performing or directly supervising the change in the Work on site. These wages do not include the cost of Contractor's project manager or superintendent or above, and the premium portion of overtime wages is not included unless pre-approved in writing by the Port. Costs paid or incurred by the Contractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Contractor shall provide to the Port copies of payroll records, including certified payroll statements for itself and Subcontractors of any tier, upon the Port's request.

b. Workers' insurance: Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.

c. Federal insurance: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

2. Direct material costs: This is an itemization, including material invoices, of the quantity and actual cost of additional materials necessary to perform the change in the Work. The cost will be the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed unless approved in advance by the Port.

3. Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment necessary and appropriate for the Work is used solely on the changed Work times the applicable rental cost as established by the lower of the local prevailing rates published in www.equipmentwatch.com, as modified by the AGC/WSDOT agreement, or the actual rate paid to an unrelated third party. If more than one rate is applicable, the lowest available rate will be utilized. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Port's prior written approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. Mobilization and standby costs shall not be charged for equipment already present on the site.

   The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design, and in good working condition, and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. No gas surcharges are payable. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost.

4. Subcontractor costs: These are payments the Contractor makes to Subcontractors for changed Work performed by Subcontractors. The Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section 8.02 and, among other things, shall not include consultant costs, attorneys' fees, or claim preparation expenses.

5. Service provider costs: These are payments the Contractor makes to service providers for changed Work performed by service providers. The service providers' cost of changed Work shall be determined in the same manner as prescribed in this Section 8.02.

6. Markup: This is the maximum total amount for overhead, profit, and other costs, including office, home office and site overhead (including purchasing, project manager, superintendent, project engineer, estimator, and their vehicles and clerical assistants), taxes (except for sales tax on the Contract Sum), warranty, safety costs, printing and copying, layout and control, quality control/assurance, small or hand tools (a tool that costs $500 or less and is normally furnished by the performing contractor), preparation of as-built drawings, impact on unchanged Work, Change Order and/or claim preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise), added to the total cost to the Port of any Change Order work. No markup shall be due, however, for direct settlements of Subcontractor claims by the Port after Substantial Completion. The markup shall be limited in all cases to the following schedule:

    a. Direct labor costs -- 20% markup on the direct cost of labor for the party (Contractor or Subcontractor) providing labor related to the change in the Work;

    b. Direct material costs -- 20% markup on the direct cost of material for the party (Contractor or Subcontractor) providing material related to the change in the Work;

    c. Construction equipment usage costs -- 10% markup on the direct cost of equipment for the party (Contractor or Subcontractor) providing equipment related to the change in the Work;

    d. Contractor markup on Subcontractor costs -- 10% markup for the Contractor on the direct cost (excluding markup) of a change in the Work performed by Subcontractors (and for Subcontractors, for a change in the Work performed by lower-tier Subcontractors); and

    e. Service provider costs -- 5% markup for the Contractor on the direct cost (excluding markup) of a change in the Work performed by service providers.

    The total summed markup of the Contractor and all Subcontractors of any tier shall not exceed 30% of the direct costs of the change in the Work. If the markup would otherwise exceed 30%, the Contractor shall proportionately reduce the markup for the Contractor and all Subcontractors of any tier.

7. Cost of change in insurance or bond premium. This is defined as:

    a. Contractor's liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance provided under the Contract Documents and subject to audit) of the Contractor's liability insurance arising directly from the changed Work; and

    b. Public works bond: The actual cost (expressed as a percentage submitted under the Contract Documents and subject to audit) of the Contractor's performance and payment bond arising directly from the changed Work.

    Upon request, the Contractor shall provide the Port with supporting documentation from its insurer or surety of any associated cost incurred. The cost of the insurance or bond premium together shall not exceed 2.0% of the cost of the changed Work.

8. Unit Prices. If Unit Prices are specified in the Contract Documents or established by agreement of the parties for certain Work, the Port may apply them to the changed Work. Unit Prices shall include pre-agreed rates for material quantities and shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit, bond, and insurance costs arising out of, or related to, the Unit Priced item. Quantities must be supported by field measurement statements signed by the Port, and the Port shall have access as necessary for quantity measurement. The Port shall not be responsible for not-to-exceed limit(s) without its prior written approval.

8.03 CHANGES IN THE CONTRACT TIME

A. Extension of the Contract Time. If the Contractor is delayed at any time in the commencement or progress of the Work by events for which the Port is responsible, by unanticipated abnormal weather (subject to Section 8.03(E) below), or by other causes not the fault or responsibility of the Contractor that the Port determines may justify a delay in the Contract Time, then the Contract Time shall be extended by Change Order for such reasonable time as the Port may determine. In no event, however, shall the Contractor be entitled to any extension of time absent proof of: (1) delay to an activity on the critical path of the Project, or (2) delay transforming an activity to the critical path, so as to actually delay the anticipated date of Substantial Completion.

B. Allocation of responsibility for delay not caused by Port or Contractor. If a delay was not caused by the Port, the Contractor, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time but not an increase in the Contract Sum.

C. Allocation of responsibility for delay caused by Port. If a delay was caused by the Port or someone acting on behalf of the Port and affected the critical path, the Contractor shall be entitled to a change in the Contract Time and Contract Sum in accordance with Section 8.02. The Contractor shall not recover damages, an equitable adjustment, or an increase in the Contract Sum or Contract Time from the Port; however, where the Contractor could reasonably have avoided the delay. The Port is not obligated directly or indirectly for damages for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.

D. Allocation of responsibility for delay caused by Contractor. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

E. Adverse weather. If adverse weather is identified as the basis for a claim for additional time, the claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not reasonably have been anticipated and had an adverse effect on the critical path of construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. For a claim based on adverse weather, the Contractor shall be eligible only for a change in the Contract Time (but not a change in the Contract Sum) if the Contractor can substantiate that there was significantly greater than normal inclement weather considering the full term of the Contract Time.

F. Damages for delay. In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Port for delay beyond the amount permitted in Section 8.02(B), the total combined damages to the Contractor and any Subcontractors of any tier for each day of delay shall be limited to the reasonable, actual costs of the delay for which the Port is wholly responsible. The limitation on damages set forth in this Section does not apply to any damages arising exclusively from delay to which the Contractor is entitled to recover under Section 8.03(F).

G. Limitation on damages. The Contractor shall not be entitled to damages arising out of loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant under run; trade stacking; reassignment of workers; rescheduling of Work, concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended or increased overhead or general conditions; profit upon damages for delay; impact damages including cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the markup on Change Orders paid through Section 8.02(B).

8.04 RESERVATION OF RIGHTS

A. Reservations of rights void unless signed by Port. Reservations of rights will be deemed waived and are void unless any reserved rights are described in detail and are signed by the Contractor and the Port.

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

8.05 UNIT PRICES

A. Adjustment to Unit Prices. If Unit Prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed (less than eighty percent (80%) or more than one hundred and twenty percent (120%) of the quantity estimated) so that application of a Unit Price would be substantially unfair, the applicable Unit Price but not the Contract Time, shall be adjusted if the Port prospectively approves a Change Order revising the Unit Price.

B. Procedure to change Unit Prices. The Contractor or Port may request a Change Order revising a Unit Price by submitting information to support the change. A proposed change to a Unit Price will be evaluated by the Port based on the change in cost resulting solely from the change in quantity, any change in production rate or method as compared to the original plan, and the share, if any, of fixed expenses properly chargeable to the item. If the Port and Contractor agree on the change, a Change Order will be executed. If the parties cannot agree, the Contractor shall comply with the dispute resolution procedures (Article 11).

ARTICLE 9 - SUSPENSION AND TERMINATION OF CONTRACT

9.01 PORT'S RIGHT TO SUSPEND WORK

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

B. Contractor obligations. During any suspension of Work, the Contractor shall take every precaution to prevent damage to, or deterioration of, the Work. The Contractor shall be responsible for all damage or deterioration to the Work during the period of suspension and shall, at its sole expense, correct or restore the Work to a condition acceptable to the Port prior to resuming Work.

9.02 TERMINATION OF CONTRACT FOR CAUSE BY THE PORT

A. Port may terminate for cause. If the Contractor is adjudged bankrupt or makes a general assignment for the benefit of the Contractor's creditors, if a receiver is appointed due to the Contractor's insolvency, or if the Contractor, in the opinion of the Port, persistently or materially refuses or fails to supply enough properly skilled workmen or materials for proper completion of the Contract, fails to make prompt payment to Subcontractors or suppliers for material or labor, disregards laws, ordinances, or the instructions of the Port, fails to prosecute the Work continuously with promptness and diligence, or otherwise materially violates any provision of the Contract, then the Port, without prejudice to any other right or remedy, may terminate the Contractor after giving the Contractor seven (7) days' written notice (during which period the Contractor shall have the right to cure).

B. Procedure following termination for cause. Following a termination for cause, the Port may take possession of the Project site and all materials and equipment, and utilize such materials and equipment to finish the Work. The Port may also exclude the Contractor from the Project site(s). If the Port elects to complete all or a portion of the Work, it may do so as it sees fit. The Port shall not be required to accept the lowest bid for completion of the Work and may choose to complete all or a portion of the Work using its own work force. If the Port elects to complete all or a portion of the Work, the Contractor shall not be entitled to any further payment until the Work is finished. If the expense of finishing the Work, including compensation for additional managerial and administrative services of the Port, exceeds the unpaid balance of the Contract Sum, the excess shall be paid by the Contractor.

C. Port's remedies following termination for cause. The Port may exercise any rights, claims, or demands that the Contractor may have against third persons in connection with the Contract, and for this purpose the Contractor assigns and transfers to the Port all such rights, claims, and demands.

D. Inadequate termination for cause converted to termination for convenience. If, after the Contractor has been terminated for cause, it is determined that inadequate "cause" for such termination exists, then the termination shall be considered a termination for convenience pursuant to Section 9.03.

9.03 TERMINATION OF CONTRACT FOR CONVENIENCE BY THE PORT

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

9.04 TERMINATION OF CONTRACT BY THE CONTRACTOR

A. Contractor may terminate for cause. The Contractor may terminate the Contract if the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor of any tier, for either of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or

2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped.

B. Procedure for Contractor termination. If one of the reasons described in Section 9.04A exists, the Contractor may, upon seven (7) days' written notice to the Port (during which period the Port has the opportunity to cure), terminate the Contract and recover from the Port payment for Work executed through the date of termination in accordance with the Contract Documents and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit on Work executed and direct costs incurred by reason of such termination. The total recovery of the Contractor shall not exceed the unpaid balance of the Contract Sum.

C. Contractor may stop the Work for failure of Port to pay undisputed amounts. The Contractor may stop Work under the Contract if the Port does not pay undisputed amounts due and owing to the Contractor within fifteen (15) days of the date established in the Contract Documents. If the Port fails to pay undisputed amounts, the Contractor may, upon fifteen (15) additional days' written notice to the Port, during which the Port can cure, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay, and start-up.

9.05 SUBCONTRACT ASSIGNMENT UPON TERMINATION

A. Subcontracts assigned upon termination. Each subcontract is hereby assigned by the Contractor to the Port provided that:

1. The Port requests that the subcontract be assigned.

2. The assignment is effective only after termination by the Port and only for those subcontracts that the Port accepts in writing.

3. The assignment is subject to the prior rights of the surety, if any, under any bond issued in accordance with the Contract Documents.

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

ARTICLE 10 - BONDS

10.01 CONTRACTOR PERFORMANCE AND PAYMENT BONDS

A. Contractor to furnish performance and payment bonds. Within ten (10) days following its receipt of a notice of award, and as part of the Contract Sum, the Contractor shall secure and furnish duly executed performance and payment bonds using the forms furnished by the Port. The bonds shall be executed by a surety (or sureties) reasonably acceptable to the Port, admitted and licensed in the State of Washington, registered with the Washington State Insurance Commissioner, and possessing an A.M. Best rating of "A-, FSC (6)" or better and be authorized by the U.S. Department of the Treasury. Pursuant to RCW 39.08, the bonds shall be in an amount equal to the Contract Sum, and shall be conditioned only upon the faithful performance of the Contract by the Contractor within the Contract Time and upon the payment by the Contractor of all taxes, fees, and penalties to the State of Washington and all laborers, Subcontractors, and suppliers, and others who supply provisions, equipment, or supplies for the performance of the Work covered by this Contract. The bonds shall be signed by the person or persons legally authorized to bind the Contractor.

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

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

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

ARTICLE 11 - DISPUTE RESOLUTION

11.01 NOTICE OF PROTEST AND CLAIM

A. Dispute resolution procedure mandatory. All claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, shall be decided exclusively by the following alternative dispute resolution procedure, unless the parties mutually agree otherwise. If the Port and Contractor agree to a partnering process to assist in the resolution of disputes, the partnering process shall occur prior to, and not be in place of, the mandatory dispute resolution procedures set forth below.

B. Notice of protest defined. Except for claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, the Contractor shall provide immediate oral notice of protest to the Engineer prior to performing any disputed Work and shall submit a written notice of protest to the Port within seven (7) days of the occurrence of the event giving rise to the protest that includes a clear description of the event(s). The protest shall identify any point of disagreement, those portions of the Contract Documents believed to be applicable, and an estimate of quantities and costs involved. When a protest relates to cost, the Contractor shall keep full and complete records and shall permit the Port to have access to those records at any time as requested by the Port.

C. Claim defined. A claim is a demand by one of the parties seeking adjustment or interpretation of the Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents. The term “claim” also includes all disputes and matters in question between the Port and Contractor arising out of, or relating to, the Contract Documents. Claims must be initiated in writing and include a detailed factual statement and clear description of the claim providing all necessary dates, locations, and items of Work, the date or dates on which the events occurred that give rise to the claim, the names of employees or representatives knowledgeable about the claim, the specific provisions of the Contract Documents that support the claim, any documents or oral communications that support the claim, any proposed change in the Contract Sum (showing all components and calculations) and/or Contract Time (showing cause and analysis of the resultant delay in the critical path), and all other data supporting the claim. Claims shall also be submitted with a statement certifying, under penalty of perjury, that the claim as submitted is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor’s knowledge and belief, that the claim is fully supported, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes the Port is liable. A claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor and Subcontractors of any tier are entitled and may not contain reservations of rights without the Port’s written approval; any unapproved reservations of rights shall be without effect.

D. Claim procedure. The Contractor shall submit a written claim within thirty (30) days of providing written notice of protest. The Contractor may delay submitting supporting data by an additional thirty (30) days if it notifies the Port in its claim that substantial data must be assembled. Any claim of a Subcontractor of any tier may be brought only through, and after review by and concurrence of, the Contractor.

E. Failure to comply with notice of protest and claim requirements waives claims. Any notice of protest by the Contractor and any claim of the Contractor, whether under the Contract or otherwise, must be made pursuant to, and in strict accordance with, the applicable provisions of the Contract. Failure to properly and timely submit a notice of protest or to timely submit a claim shall waive the claim. No act, omission, or knowledge, actual or constructive, of the Port shall waive the requirement for timely written notice of protest and a timely written claim, unless the Port and the Contractor sign an explicit, unequivocal written waiver approved by the Port. The Contractor expressly acknowledges and agrees that the Contractor’s failure to timely submit required notices of protest and/or timely submit claims has a substantial impact upon, and prejudices, the Port. For the purpose of calculating time periods, an “event giving rise to a claim,” among other things, is not a Request for Information, but rather is a response that the Contractor believes would change the Contract Sum and/or Contract Time.

F. False claims. The Contractor shall not make any fraudulent misrepresentations, concealments, errors, omissions, or inducements to the Port in the formation or performance of the Contract. If the Contractor or a Subcontractor of any tier submits a false or frivolous claim to the Port, which for purposes of this Section 11.01(F) is defined as a claim based in whole or in part on a materially incorrect fact, statement, representation, assertion, or record, the Port shall be entitled to collect from the Contractor by offset or otherwise (without prejudice to any right or remedy of the Port) any and all costs and expenses, including investigation and consultant costs, incurred by the Port in investigating, responding to, and defending against the false or frivolous claim.

G. Compliance with lien and retainage statutes required. If a claim relates to, or is the subject of, a lien or retainage claim, the party asserting the claim may proceed in accordance with applicable law to comply with the notice and filing deadlines prior to resolution of the claim by mediation or by litigation.

H. Performance required pending claim resolution. Pending final resolution of a claim, the Contractor shall continue to perform the Contract and maintain the Baseline Project Schedule, and the Port shall continue to make payments of undisputed amounts due in accordance with the Contract Documents.

11.02 MEDIATION

A. Claims must be subject to mediation. At any time following the Port's receipt of a written claim, the Port may require that an officer of the Contractor and the Port's designee (all with authority to settle) meet, confer, and attempt to resolve a claim. If the claim is not resolved during this meeting, the claim shall be subject to mandatory mediation as a condition precedent to the initiation of litigation. This requirement can be waived only by an explicit, written waiver signed by the Port and the Contractor.

B. Mediation procedure. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to agree upon a mediator. If the parties have not reached agreement within thirty (30) days of the request, either party may file the request with the American Arbitration Association, or such other alternative dispute resolution service to which the parties mutually agree, with a copy to the other party, and the mediation shall be administered by the American Arbitration Association (or other agreed service). The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in Pierce County, Washington, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Unless the Port and the Contractor mutually agree in writing otherwise, all claims shall be considered at a mediation session that shall occur prior to Final Completion.

11.03 LITIGATION

A. Claims not resolved by mediation are subject to litigation. Claims not resolved through mediation shall be resolved by litigation, unless the parties mutually agree otherwise. The venue for any litigation shall be Pierce County, Washington. The Contractor may bring no litigation on claims, unless such claims have been properly raised and considered in the procedures of this Article 11. The Contractor must demonstrate in any litigation that it complied with all requirements of this Article.

B. Litigation must be commenced promptly. All unresolved claims of the Contractor shall be waived and released, unless the Contractor has complied with the requirements of the Contract Documents, and litigation is served and filed within 180 days of the date of Substantial Completion approved in writing by the Port or termination of the Contract. The pendency of mediation (the time period between receipt by the non-requesting party of a written mediation request and the date of mediation) shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse, or thirty (30) days after the date of the mediation session.

C. Port not responsible for attorneys' fees. Neither the Contractor nor a Subcontractor of any tier, whether claiming under a bond or lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Port (but may recover attorneys' fees from the bond or statutory retainage fund itself to the extent allowable under law).

D. Port may join Contractor in dispute. The Port may join the Contractor as a party to any litigation or arbitration involving the alleged fault, responsibility, or breach of contract of the Contractor or Subcontractor of any tier.

ARTICLE 12 - MISCELLANEOUS

12.01 GENERAL

A. Rights and remedies are cumulative. The rights and remedies of the Port set forth in the Contract Documents are cumulative, and in addition to and not in limitation of, any rights and remedies otherwise available to the Port. The pursuit of any remedy by the Port shall not be construed to bar the Port from the pursuit of any other remedy in the event of similar, different, or subsequent breaches of this Contract. All such rights of the Port shall survive completion of the Project or termination of the Contractor.

B. Reserved rights do not give rise to duty. The rights reserved or possessed by the Port to take any action shall not give rise to a duty for the Port to exercise any such right.

12.02 WAIVER

A. Waiver must be in writing and authorized by Port. Waiver of any provisions of the Contract Documents must be in writing and authorized by the Port. No other waiver is valid on behalf of the Port.

B. Inaction or delay not a waiver. No action, delay in acting, or failure to act by the Port shall constitute a waiver of any right or remedy of the Port, or constitute an approval or acquiescence of any breach or defect in the Work, nor shall any delay or failure of the Port to act waive or otherwise prejudice the right of the Port to enforce a right or remedy at any subsequent time.

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

12.03 GOVERNING LAW

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

12.04 COMPLIANCE WITH LAW

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

B. Contractor to provide required notices. The Contractor shall give notices required by all applicable Federal, State and local laws, ordinances, and regulations bearing on the Work.

C. Contractor to confine operations at site to permitted areas. The Contractor shall confine operations at the Project site to areas permitted by applicable laws, ordinances, permits, rules and regulations, and lawful orders of public authorities and the Contract Documents.

12.05 ASSIGNMENT

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

12.06 TIME LIMIT ON CAUSES OF ACTION

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

12.07 SERVICE OF NOTICE

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

12.08 RECORDS

A. Contractor and Subcontractors to maintain records and cooperate with Port audit. The Contractor and Subcontractors of any tier shall maintain books, ledgers, records, documents, estimates, bids, correspondence, logs, schedules, emails, and other tangible and electronic data and evidence relating or pertaining to costs and/or performance of the Contract ("records") to such extent, and in such detail, as will properly reflect and fully support compliance with the Contract Documents and with all costs, charges, and other amounts of whatever nature. The Contractor shall preserve these records for a period of six (6) years following the date of Final Acceptance under the Contract. Within seven (7) days of the Port's request, both during the Project and for six (6) years following Final Acceptance, the Contractor and Subcontractors of any tier shall make available, at their office during normal business hours, all records for inspection, audit, and reproduction (including electronic reproduction) by the Port or its representatives; failure to fully comply with this requirement shall constitute a material breach of contract and a waiver of all claims by the Contractor and Subcontractors of any tier.

B. Rights under RCW 42.56. The Contractor agrees, on behalf of itself and Subcontractors of any tier, that any rights under Chapter 42.56 RCW will commence at Final Acceptance, and that the invocation of such rights at any time by the Contractor or a Subcontractor of any tier, or their respective representatives, shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the Port.

12.09 STATUTES

A. Contractor to comply with Washington statutes. The Contractor shall abide by the provisions of all applicable statutes, regulations, and other laws. Although a number of statutes are referenced in the Contract Documents, these references are not meant to be, and are not, a complete list.

1. Pursuant to RCW 39.06, "Registration, Licensing of Contractors," the Contractor shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27, "Registration of Contractors," and shall satisfy all State of Washington bonding and insurance requirements. The Contractor shall also have a current state Unified Business Identifier number; have industrial insurance coverage for the Contractor's employees working in Washington as required by Title 51 RCW; have an Employment Security Department number as required by Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW; and not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).

2. The Contractor shall comply with all applicable provisions of RCW 49.28, "Hours of Labor."

3. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60, “Discrimination.”
4. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92, “Provisions in Buildings for Aged and Handicapped Persons,” and the Americans with Disabilities Act.
5. Pursuant to RCW 50.24, “Contributions by Employers,” in general, and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for an acceptable bond.
6. The Contractor shall comply with pertinent provisions of RCW 49.17, “Washington Industrial Safety and Health Act,” and Chapter 296-155 WAC, “Safety Standards for Construction Work.”
7. Pursuant to RCW 49.70, “Worker and Community Right to Know Act,” and WAC 296-62-054 et seq., the Contractor shall provide to the Port, and have copies available at the Project site, a workplace survey or material safety data sheets for all “hazardous” chemicals under the control or use of Contractor or any Subcontractor of any tier.
8. All products and materials incorporated into the Project as part of the Work shall be certified as “asbestos-free” and “lead-free” by United States standards, and shall also be free of all hazardous materials or substances. At the completion of the Project, the Contractor shall submit certifications of asbestos-free and of lead-free materials certifying that all materials and products incorporated into the Work meet the requirements of this Section, and shall also certify that materials and products incorporated into the Work are free of hazardous materials and substances.

END OF SECTION

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PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTAL REQUIREMENTS

A. Evidence of the required insurance within ten (10) days of the issued Notice of Award to the Contractor.

B. Updated evidence of insurance as required until final completion.

1.03 COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE

A. The Contractor shall secure and maintain until Final Completion, at its sole cost and expense, the following insurance in carriers reasonably acceptable to the Port, licensed in the State of Washington, registered with the Washington State Insurance Commissioner, and possessing an A.M. Best rating of "A-, FSC six (6)" or better.

B. The Port of Tacoma (Port) will be included as additional insureds for both ongoing and completed operations by endorsement to the policy using ISO Form CG 20 10 11 85 or forms CG 20 10 04 13 and CG 20 37 04 13 (or equivalent coverage endorsements). The inclusion of the Port as additional insureds shall not create premium liability for the Port.

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

1. An express waiver of subrogation in favor of the Port;
2. A cross liabilities clause; and
3. An endorsement stating that the Contractor's policy is primary and not contributory with any insurance carried by the Port.

C. If the Contractor, Supplier, or Subcontractors will perform any work requiring the use of a licensed professional, per RCW 18, the Contractor shall provide evidence to the Port of professional liability insurance in amounts not less than $1,000,000.

D. This insurance shall cover all of the Contractor's operations, of whatever nature, connected in any way with the Contract, including any operations performed by the Contractor's Subcontractors of any tier. **It is the obligation of the Contractor to ensure that all Subcontractors (at whatever level) carry a similar program that provides the identified types of coverage, limits of liability, inclusion of the Port as additional insured(s), waiver of subrogation and cross liabilities clause.** The Port reserves the right to reject any insurance policy as to company, form, or substance. Contractor's failure to provide, or the Port's acceptance of, the Contractor's certificate of insurance does not waive the Contractor's obligation to comply with the insurance requirements of the Contract as specifically described below:

1. Marine General Liability Insurance on an Occurrence Form Basis including, but not limited to:
    a. Bodily Injury Liability;
    b. Property Damage Liability;
    c. Contractual Liability;
    d. Products - Completed Operations Liability;
    e. Personal Injury Liability;

f. Marine coverages as appropriate for the scope of work.

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

2. Marine Protection and Indemnity/Vessel Pollution Liability: Contractor shall obtain, at Contractor's expense and keep in effect during the term of the Contract, Marine Protection and Indemnity insurance which shall include Collision Liability and Jones Act coverages, including coverage for all masters, crew, and passengers. The limit of liability shall not be less than $5,000,000. If Collision Liability is part of the Hull and Machinery coverage for the vessel, evidence of Hull and Machinery coverage in amounts not less than the actual cash value of the vessel shall also be provided.

   a. Vessel Pollution Liability: Contractor shall obtain, at Contractor's expense and keep in effect during the term of the Contract, Vessel Pollution Liability on all vessels used under this Contract. Vessel Pollution Liability limits shall be the same as the Protection and Indemnity (P&I) limits called for in Section 2.

3. Comprehensive Automobile Liability including, but not limited to:

   a. Bodily Injury Liability;

   b. Property Damage Liability;

   c. Personal Injury Liability;

   d. Owned and Non-Owned Automobile Liability; and

   e. Hired and Borrowed Automobile Liability.

4. Contractor's Pollution Liability (CPL) covering claims for bodily injury, property damage and cleanup costs, and environmental damages from pollution conditions arising from the performance of covered operations.

   a. If the Work involves remediation or abatement of regulated waste to include, but not limited to asbestos containing materials, lead containing products, mercury, PCB, underground storage tanks, or other hazardous materials or substances, the CPL policy shall not exclude such coverage, or a specific policy covering such exposure shall be required from the Contractor and all Subcontractors performing such Work.

   b. If the Work involves transporting regulated materials or substances or waste, a separate policy or endorsement to the CPL policy specifically providing coverage for liability and cleanup arising from an upset or collision during transportation of hazardous materials or substances shall be required from the Contractor and all Subcontractors performing such Work.

   c. It is preferred that CPL insurance shall be on a true occurrence form without a sunset clause. However, if CPL insurance is provided on a Claims Made basis, the policy shall have a retroactive date prior to the start of this project, and this insurance shall be kept in force for at least three years after the final completion of this project. Alternatively, the contractor, at its option, may provide evidence of extended reporting period of not less than three (3) years in its place. The Contractor shall be responsible for providing the Port with certificates of insurance each year evidencing this coverage.

   d. The Port shall be named as an additional insured(s) on the CPL policy.

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

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

E. Except where indicated above, the limits of all insurance required to be provided by the Contractor shall be not less than $2,000,000 for each occurrence. If the coverage is aggregated, the coverage shall be no less than two times the per occurrence or per claim limit. However, coverage in the amounts of these minimum limits shall not be construed as to relieve the Contractor from liability in excess of such limits. Any additional insured endorsement shall NOT be limited to the amounts specified by this Contract, unless expressly waived in writing by the Port.

F. Contractor shall certify that its operations are covered by the Washington State Worker's Compensation Fund. The Contractor shall provide its Account Number or, if self-insured, its Certificate of Qualification Number. The Contractor shall also provide evidence of Stop-Gap Employers' Liability Insurance.

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

H. The Contractor shall furnish, within ten (10) days following issuance of the Notice of Award, a certificate of insurance satisfactory to the Port evidencing that insurance in the types and minimum amounts required by the Contract Documents has been secured. The Certificate of Insurance shall be signed by an authorized representative of the insurer together with a copy of the endorsement, which shows that the Port are named as additional insured(s).

I. Contractor shall provide at least forty-five (45) days prior written notice to the Port of any termination or material change, or ten (10) day's-notice in the case of non-payment of premium(s).

J. If the Contractor is required to make corrections to the Work after Final Completion, the Contractor shall obtain at its own expense, prior to the commencement of any corrective work, insurance coverage as required by the Contract Documents, which coverage shall be maintained until the corrections to the Work have been completed and accepted by the Port.

1.04 BUILDER'S RISK INSURANCE

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

B. To the extent the Work provided under this Contract does not include the construction, rehabilitation or repair of any dam, road or bridge, and whenever the estimated cost of the Work is less than $5,000,000, the Port and Contractor acknowledge that the Port will purchase, or has purchased, from a company or companies lawfully authorized and admitted to do business in Washington, property insurance written on a Builder's Risk "all-risk" (including Earthquake and Flood with applicable sub-limits) or equivalent policy form to cover the course of construction in the amount of the full insurable value thereof. This property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Port has an insurable interest in the property, whichever is later. Without further endorsement, the coverage afforded by this insurance includes the interests of the Port, the Contractor, and Subcontractors of any tier on the Project. Coverage for materials intended to be installed in the facility will be covered by the Builder's Risk policy. Losses up to the deductible amount, and payment of any deductible amount, shall be the responsibility of the Contractor. All tools and equipment not intended as part of the construction or installation (including but not limited to Contractor's equipment and tools) will NOT be covered by the policy.

C. To the extent the Work provided under this Contract involves any dam, roadway or bridge, the value of which exceeds $250,000, or whenever the estimated cost of the Work is equal to or greater than $5,000,000, Contractor will purchase from a company or companies lawfully authorized and admitted to do business in Washington, property insurance written on a Builder's Risk "all-risk" (excluding Earthquake and Flood with applicable sub-limits) or equivalent policy form to cover the course of construction in the amount of the full insurable value thereof. This Builder's Risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Port has an insurable interest in the property, whichever is later. Contractor shall provide evidence satisfactory to the Port confirming the coverage afforded by this insurance shall include the interests of the Port, the Contractor, and Subcontractors of any tier on the Project. Coverage for materials intended to be installed in the facility will be covered by the Builder's Risk policy purchased by the Contractor. Losses up to the deductible amount, and payment of any deductible amount, shall be the responsibility of the Contractor.

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

PART 2 - PRODUCTS - NOT USED

PART 3 - PRODUCTS - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 PREVAILING AND OTHER REQUIRED WAGES

A. The Contractor shall pay (and shall ensure that all Subcontractors of any tier pay) all prevailing wages and other wages (such as Davis-Bacon Act wages) applicable to the Project.

B. Pursuant to RCW 39.12, “Prevailing Wages on Public Works,” no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the “prevailing rate of wage” in effect as of the date that bids are due.

1. The Bid Date shall serve as the applicable effective date for prevailing wages for this Project.

C. The State of Washington prevailing wage rates applicable for this public works Project, which is located in Pierce County, may be found at the following website address of the Department of Labor and Industries:

https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/

D. The schedule of the prevailing wage rates is made a part of the Contract Documents by reference as though fully set forth herein, and a printed copy of the applicable prevailing wage rates are also available for viewing at the Port Administration Building, located at 1 Sitcum Plaza, Tacoma, WA 98421 (253-383-5841). Upon request to the Procurement Department at procurement@portoftacoma.com, the Port will email or mail a hard copy of the applicable Journey Level prevailing wages for this Project.

E. Questions relating to prevailing wage data should be addressed to the Industrial Statistician.

Mailing Address: Washington State Department of Labor and Industries
Prevailing Wage Office
P.O. Box 44540
Olympia, WA 98504

Telephone: (360) 902-5335

Facsimile: (360) 902-5300

1. If there is any discrepancy between the provided schedule of prevailing wage rates and the published rates applicable under WAC 296-127-011, the applicable published rates shall apply with no increase in the Contract Sum. It is the Contractor’s responsibility to ensure that the correct prevailing wage rates are paid.

F. Statement to Pay Prevailing Wages

1. Prior to any payment being made by the Port under this Contract, the Contractor, and each Subcontractor of any tier, shall file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries for approval.

2. The statement shall include the hourly wage rate to be paid to each classification of workers entitled to prevailing wages, which shall not be less than the prevailing rate of wage, and the estimated number of workers in each classification employed on the Project by the Contractor or a Subcontractor of any tier, as well as the Contractor’s contractor registration number and other information required by the Department of Labor and Industries.

3. The statement, and any supplemental statements, shall be filed in accordance with the requirements of the Department of Labor and Industries. No progress payment shall be made until the Port receives such certified statement.

G. The Contractor shall post, in a location readily visible to workers, at the Project site: (i) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician of the Department of Labor and Industries and (ii) the address and telephone number of the Industrial Statistician of the Department of Labor and Industries to whom a complaint or inquiry concerning prevailing wages may be directed.

H. If a State of Washington prevailing wage rate conflicts with another applicable wage rate (such as Davis-Bacon Act wage rate) for the same labor classification, the higher of the two shall govern.

I. Pursuant to RCW 39.12.060, if any dispute arises concerning the appropriate prevailing wage rate for work of a similar nature, and the dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his or her decision shall be final and conclusive and binding on all parties involved in the dispute.

J. Immediately following the end of all Work completed under this Contract, the Contractor and each Subcontractor of any tier, shall file an approved Affidavit of Wages Paid with the Department of Labor and Industries.

K. The Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold the Port harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs, and expenses, whether direct, indirect, including, but not limited to, attorneys' fees and consultants' fees and other costs and expenses, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or RCW Title 51 ("Industrial Insurance"), including, but not limited to, RCW 51.12.050.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 REQUIREMENTS APPLICABLE PORT-WIDE

A. The Contractor shall submit, prior to the start of Work, a list of emergency contact numbers for itself and its Subcontractors, Suppliers, and manufacturer representatives. Each person on the Project site shall have a valid identification card that is tamper proof with laminated photo identification, such as one (1) of the following:

1. State-issued Driver’s license (also required if driving a vehicle)
2. Card issued by a governmental agency
3. Passport
4. Pacific Maritime Association card
5. Labor organization identification card

B. Identification cards shall be visible while on the Project site or easily displayed when requested.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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PART 1 - GENERAL

1.01 SCOPE

A. The accompanying Drawings and Specifications show and describe the location and type of Work to be performed under this project. Work is more specifically defined on the drawings listed in Section 00 01 15.

1. The Work under this contract is to provide, furnish and install all labor, materials and equipment required to complete the work, installed, tested, and ready for use, and as described in these documents.

2. The Tru-Grit Remedial Action (parcel 115) consists of: dredging of channel sideslope per plan; installation of dewatering faciltity, including treatment systems, at the designated transload site; overwater transportation of dredged sediment to dewatering faciltiy; on-shore material handling and dewatering; haul and dispose of dewatered sediment to a Subtitle D disposal faciltity; pre- and post-dredge bathymetic surveying; water quality monitoring; placement of post-dredge residual management cover

1.02 LOCATION

A. The work is located at:

1110 Alexander Ave E

Tacoma, WA 98421

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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PART 1 - GENERAL

1.01 SUMMARY

A. This Section specifies work sequence and constraints.

B. The purpose of the milestones, sequence and limitations of construction are to ensure that the Contractor understands the requirements and limitations on its work by the specific characteristics of the Contract, schedules and conducts work in a manner consistent with achieving these purposes, and complies with the construction schedule, the specific sequence, constraints, milestones and limitations of work specified.

C. Sequence of construction. Plan the sequence of construction to accommodate all the requirements of the specifications. The Contract Price shall include all specified requirements as described in this Section.

1.02 CONTRACTOR ACCESS AND USE OF PREMISES

A. Activity Regulations

1. Ensure Contractor personnel deployed to the project become familiar with and follow all regulations or restrictions established by the Engineer.

2. The Contractor shall access the construction site by Contractor's boat accessed via pier at the transload facility located at 3401 Taylor Way, Tacoma WA 98421

B. Waterway Restrictions

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

C. Working Facility

1. 1110 E Alexander Ave is not an active shipping terminal and the docks are not used for any current operation. The docks at this location are in a state of disrepair such that the Contractor should not consider it's use in their operation.

2. The transload facility is located at 3401 Taylor Way. Contractor will have exclusive use of the designated transload area, including dock space, as defined by the governing Interlocal Agreement between the Port of Tacoma and the Northwest Seaport Alliance.

3. Contractor is notified of other tenant activities on 3401 Taylor Way outside of the designated transload area. Contractor shall confine operations to the designated area and ingress/egress lanes.

4. Shipping vessel transit shall not be impacted by dredging activities.

D. Work Site Regulations

1. Keep within the limits of work and assigned avenues of ingress and egress. Do not enter any areas outside the designated work location unless previously approved by the Engineer. The Contractor must comply with the following conditions:

a. Restore all common areas to a clean and useable condition that permits the resumption of Tenant operations after the Contractor ceases daily work.

b. Be responsible for control and security of Contractor-owned equipment and materials at the work site. Report to Port Security (phone (253) 383-9472) any missing/lost/stolen property.

c. Ensure all materials, tools and equipment will be removed from the site or secured within the designated laydown area at the end of each shift.

2. There are no work hour restrictions associated with these locations, although the Contractor shall comply with local ordinances with regard to noise and work hour restrictions. In the event that the Contractor is planning to work outside of the typical work hours (Monday-Friday 0700-1700) the Contractor is to notify the Engineer at least 3 working days in advance to arrange for the necessary inspection and testing as may be required.

1.03 CONSTRAINTS - GENERAL

A. Constraints for Work at Site

1. Other:

a. Dredging must be completed before placement of residual management cover (sand cap).

b. All dredge work and residual management cover placement is subject to federal in-water work restrictions. No work may occur between Febuary 15 and July 15 of any year.

c. Operations at the transload facility (material handling, dewatering and transport) are not affected by in-water restrictions

d. Post-dredge sampling and testing involves a two week turn-around to obtain results. Contingency redredging may be required based on results. This time should be accounted for by contractor's schedule and no additional standby time will be paid for periods related to lab test results

e. Contractor may dredge and test plan areas A and B independently

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 PAYMENT PROCEDURES

A. Monthly pay estimates shall clearly identify the work performed for the given time period based on the approved Schedule of Values.

1. At the Pre-construction meeting, the Engineer and the Contractor shall agree upon a date each month when payment applications shall be submitted.

B. For each pay estimate the Contractor shall submit the following:

1. Completed Contractor invoice and updated Schedule of Values tracking sheet as required by Division 01 or as established by the Engineer.

2. Baseline Project Schedule and narrative updated as required by Section 01 32 16 of the Project Manual.

3. Completed “Amounts Paid to Subcontracts and Suppliers” showing total contract amount, amount paid this estimate, total paid to date, and balance owing.

4. Completed “Conditional Release and Waiver of Liens and Claims.”

5. An estimated cashflow statement projecting the Contractor’s monthly billings on the project shall be submitted with each payment application.

C. Prior to submitting a payment application, the Contractor and Engineer shall meet each month to review the work accomplished to determine the actual quantities including labor, materials and equipment charges to be billed.

1. Prior to the payment application meeting, the Contractor shall submit to the Engineer all measurement documentation as referenced in these contract documents; to include all measurement by weight, volume or field.

2. For all change work being done on a force account basis, the Contractor shall submit prior to meeting with Engineer all Force Account back-up documentation as required to process the payment application where Force Account work is being billed. The Engineer and the Contractor shall review the documentation at the payment application meeting to verify quantities and review the work accomplished.

3. The Contractor shall bring a copy of all documentation to the pay application meeting with the Engineer.

4. The Contractor shall submit the updated baseline project schedule for review prior to submitting the payment application to ensure the payment processing is not held up due to necessary schedule revisions.

D. Following the Engineers’ review, the Contractor shall submit the agreed upon pay estimate electronically, with complete supporting documentationattached, using PDF file format to cpinvoices@portoftacoma.com.

1.03 PAYMENT PRICING

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

B. Pricing also includes all costs of compliance with the regulations of public agencies having jurisdiction, including safety and health requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).

C. No separate payment will be made for any item that is not specifically set forth in the Bid Form, and all costs therefore shall be included in the prices named in the Bid Form for the various appurtenant items of work.

D. All other work not specifically mentioned in the measurement and payment sections identified below shall be considered incidental to the work performed and merged into the various unit and lump sum prices bid. Payment for work under one item will not be paid for under any other item.

E. The Port of Tacoma reserves the right to make changes should unforeseen conditions necessitate such changes. Where work is on a unit price basis, the actual quantities occasioned by such changes shall govern the compensation.

1.04 LUMP SUM MEASUREMENT

A. Lump sum measurement will be for the entire item, unit of Work, structure, or combination thereof, as specified and as indicated in the Contractor’s submitted bid.

1. If the Contractor requests progress payments for lump sum items, such progress payments will be made in accordance with an approved Schedule of Values. The quantity for payment for completed work shall be an estimated percentage of the lump sum amount, agreed to between the Engineer and Contractor, payable in monthly progress payments in increments proportional to the work performed in amounts as agreed between the Engineer and the Contractor.

1.05 MEASUREMENT OF QUANTITIES FOR UNIT PRICES

A. Measurement Standards:

1. All Work to be paid for at a contract price per unit measurement, as indicated in the Contractor’s submitted bid, will be measured by the Engineer in accordance with United States Standard Measures.

B. Measurement by Weight:

1. Reinforcing steel, steel shapes, castings, miscellaneous metal, metal fabrications, and similar items to be paid for by weight shall be measured by scale or by handbook weights for the type and quantity of material actually furnished and incorporated into the Work.

2. Unless shipped by rail, material to be measured and paid for by weight shall be weighed on sealed scales regularly inspected by the Washington State Department of Agriculture’s Weights and Measures Section or its designated representative. Measurement shall be furnished by and at the expense of the Contractor. All weighing, measuring, and metering devices shall be suitable for the purpose intended and shall conform to the tolerances and specifications as outlined in Washington State Department of Transportation Standard Specifications, Division 1, General Requirements, Article 1-09.2, Weighing Equipment.

3. Provide or utilize platform scales of sufficient size and capacity to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed. Combination vehicles may be weighed as separate units provided they are disconnected while being weighed. Scales shall be inspected and certified as often as the Engineer may deem necessary to ascertain accuracy. Costs incurred as a result of regulating, adjusting, testing, inspecting, and certifying scales shall be borne by the Contractor.

4. A licensed weighmaster shall weigh all Contractor-furnished materials. The Engineer may be present to witness the weighing and to check and compile the daily record of such scale weights. However, in any case, the Engineer will require that the Contractor furnish weight slips and daily summary weigh sheets. In such cases, furnish a duplicate weight slip or a load slip for each vehicle weighed, and deliver the slip to the Engineer at the point of delivery of the material.

5. If the material is shipped by rail, the certified car weights will be accepted, provided only actual weight of material will be paid for and not minimum car weights used for assessing freight tariff. Car weights will not be acceptable for material to be passed through mixing plants. Material to be measured by weight shall be weighed separately for each bid item under which it is to be paid.

6. Trucks used to haul material being paid for by weight shall be weighed empty daily and at such additional times as the Engineer may require. Each truck shall bear a plainly legible identification mark. The Engineer may require the weight of the material be verified by weighing empty and loaded trucks on such other scales as the Engineer may designate.

C. Measurement by Volume:

1. Measurement by volume will be by the cubic dimension indicated in the Contractor’s submitted bid. Method of volume measurement will be by the unit volume in place or removed as shown on the Contract Drawings or as specified.

2. When material is to be measured and paid for on a volume basis and it is impractical to determine the volume by the specified method of measurement, or when requested by the Contractor in writing and accepted by the Engineer in writing, the material may be weighed in accordance with the requirements specified for weight measurement. Such weights will be converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Resident Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities will be accepted.

D. Field Measurement for Payment:

1. The Contractor shall take all measurements by providing equipment, workers, and survey crews as required to measure quantities in accordance with the provisions for measurement specified herein. No allowance will be made for specified tolerances.

2. The Engineer will verify all quantities of Work performed by the Contractor on a unit-price basis, for progress payment purposes.

1.06 REJECTED, EXCESS, OR WASTED MATERIALS

A. Quantities of material wasted or disposed of in a manner not called for under the Contract; rejected loads of material, including material rejected after it has been placed by reasons of the failure of the Contractor to conform to the provisions of the Contract; material not unloaded from the transporting vehicle; material placed outside the lines indicated on the Contract Drawings or established by the Engineer; or material remaining on hand after completion of the Work, will not be paid for, and such quantities shall not be included in the final total quantities. No additional compensation will be permitted for loading, hauling, and disposing of rejected material.

1.07 MEASUREMENT AND PAYMENT

A. Item #1: Mobilization and Demobilization

1. Payment for Mobilization and Demobilization shall be for preparatory work and operations performed by the Contractor including, but not limited to, those necessary for the movement of its personnel, equipment, supplies and incidentals to and from the project site; temporary facilities and controls; for the establishment and removal of its offices, buildings and other facilities necessary for work on the project; for other work and operations which it must perform or costs it must incur before beginning production work on the various items on the project site, and for removal of personnel, equipment, supplies, offices, building facilities, sheds, fencing, and other incidentals from the site.

2. Mobilization and Demobilization shall be paid at the lump sum price listed in the Contractor’s submitted bid. Incremental payment shall be made for each location as follows:

a. 40% after completion of 5% of the total contract amount of other bid items have been earned.

b. 40% after completion of 20% of the total contract amount of other bid items have been earned.

c. 20% after completion of all work on the project has been completed, including cleanup and acceptance of the project by the Port.

B. Item #2: Project Administration

1. Item Description: The Work of this item includes all administrative costs associated with administering and supervising the project including, but not limited to supervision of personnel, coordination of all work activities, coordination of subcontractors and/or suppliers, preparation and transmittal of submittals, permit acquisitions, for premiums on bonds and insurance for the project, and project overhead.

2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.

3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor’s submitted bid, in accordance with the approved Schedule of Values.

C. Item #3: Field Engineering

1. Item Description: The Work of this item includes all work necessarry for Field Engineering, verifying survey reference points, completion of pre-dredge, post-dredge and post-RMC bathymetic surveys, installation and removal of tide boards, as described in these Specifications.

2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

D. Item #4: Dredging and Transload.
1. Item Description: The Work of this item includes all work associated with, and incidental to, dredging, material transport and transload including but not limited to the following:
a. Implementation of required best management practices associated with dredging and transload operations
b. Dredging of material as noted on the drawings
c. Loading onto transport barges
d. Transport to the specified transload property
e. Transload dredge material to the upland dewatering facility
f. Compliance testing, monitoring, coordination and reporting requirements as defined in the Interim Action Plan and Water Quality Management Plan
2. Measurement: This item will be measured by the cubic yard based on a neat-line dredge cut volume calculation comparing the pre-dredge survey to the post-dredge survey perfromed after removal of the dredge material.
3. Payment: This item will be paid for based on calculated quantities for the period being billed.

E. Item #5: Sediment Dewatering / Stabilization.
1. Item Description: The Work of this item includes all work associated with processing dredged material at the transload facility and preparing the material to be transported to the contractor's Subtitle D Landfill.
2. Measurement: This item will be measured by the cubic yard based on a neat-line dredge cut volume calculation comparing the pre-dredge survey to the post-dredge survey perfromed after removal of the dredge material.
3. Payment: This item will be paid for based on calculated quantities for the period being billed.

F. Item #6: Waste Water Management / Treatment
1. Item Description: The Work of this item includes all work necessary to implement and operate the dewatering system at the designated transload facility including:
a. Required water treatment
b. Handling and disposal procedures
c. Setup and removal of sediment storage cells/processing area
d. Restoration of the sediment processing area will be included in this bid item.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

G. Item #7: Transport and Disposal.

1. Item Description: The Work of this item includes the loading, transportation and disposal of dewatered dredge sediment to a Subtitle D Landfill of the contractor's choosing including all necessary disposal fees. Contractor shall contract directly with the disposal facility.

2. Measurement: This item will be measured per ton based on the measured weight of materials accepted at the disposal facility.

3. Payment: This item will be paid for at the unit price indicated on the bid form and actual quantities for the period being billed.

H. Item #8: Residuals Management Cover.

1. Item Description: The Work of this item includes; furnish and placement of sand capping layer as required in the Specifciations and Plans; post-capping survey and production of a bucket coverage map.

2. Measurement: This item will be measured by ton.

3. Payment: This item will be paid for based on actual quantities for the period being billed.

I. Item #9: Dredge Debris Allowance

1. Item Description: This allowance will be for compensation of costs associated with removal and disposal of regulated and non-regulated materials/waste encountered during dredging. Regulated materials/waste consists of creosote timber and piles, batteries, PCB's, and the like. Non-regulated materials consist of concrete, pipes, riprap, logs, wire, cable, steel bands, anchors, lumber, trash, etc. This bid item will be paid preferably as negotiated unit price(s) or lump sum(s). If unit prices or lump sums cannot be established, work will be paid on a time and materials basis per Section 00 72 00 General Conditions Article 8.0. Work under this bid item shall be accomplished upon written direction from the Engineer as a Minor Change in Work. This entire bid item may not be used.

2. Measurement: This item will be measured based upon the method agreed upon for each Minor Change in Work issued.

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

J. Item #10: Dredging Standby.

1. Item Description: This item will be for compensation of costs associated with idle time created by Port or Tenant operations that prevent the Contractor from working as planned. This item does not include inherent delays as identified in Section 35 20 23 - Dredging. This item does not include time associated with testing and sampling periods after initial dredging and potential contingency redredging.

2. Measurement: This item will be measured on a daily rate for all labor and equipment

3. Payment: This item will be paid for at the Contract daily price as specified in the Contractor’s submitted bid, in accordance with the approved Schedule of Values

PART 2 - PRODUCTS - NOT USED

PART 3 - EXEUCTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTALS

A. The Contractor shall submit for approval the following documentation to the Port for force account change orders:

1. List of Labor Rates

a. For the Contractor and each subcontractor, a list of labor rates for each trade applicable to the scope of work to be performed. These submitted rates shall be broken down to include the base wage, fringes, FICA, SUTA, FUTA, industrial insurance, and medical aid premiums as stated in the General Conditions. The rates shall not contain any travel time, safety, loss efficiency factors, overhead, or profit. Rates shall be submitted for straight time, overtime, and double time in a form acceptable to the Engineer. Contractor shall provide proof of all labor rate costs as required by the Engineer, including the submission of a copy of the most current Workers Compensation Rate Notice from Labor & Industries and a copy of the Unemployment Insurance Tax Rate notice from the Employment Security Department.

1) If labor rates change during the course of the project or additional labor rates become required to complete the work, the Contractor shall submit new rates for approval.

2. List of Equipment.

a. Submit for the Contractor and each subcontractor, a list of equipment and rates applicable to the scope of work to be performed. The equipment rates shall conform to the rates shown on Equipment Watch. A separate page from equipment watch detailing the hourly rate shall be submitted as backup documentation for each piece of equipment.

1) If the list of equipment and/or equipment rates changes during the course of the project or additional equipment becomes required to complete the work, the Contractor shall submit a new list and rates for approval.

1.03 METHOD TO CALCULATE ADJUSTMENTS TO CONTRACT PRICE

A. One of the following methods shall be used:

1. Unit Price Method;

2. Firm Fixed Price Method (Lump Sum); or,

3. Time and Materials Method (Force Account).

B. The Port preferred methods are firm fixed price or unit prices.

1.04 MINOR CHANGES IN THE WORK

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

1.05 PROPOSAL REQUESTS

A. Port-Initiated Proposal Requests: The Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.

2. Contractor shall submit a written proposal within the time specified in the General Conditions. The proposal shall represent the Contractor’s offer to perform the requested work, and the pricing set forth within the proposal shall represent full, complete, and final compensation for the proposed change and any impacts to any other Contract Work, including any adjustments in the Contract Time.

a. Include a breakdown of the changed work in sufficient detail that permits the Engineer to substantiate the costs.

1) Generally, the cost breakdown should be divided into the time and materials categories listed in the General Conditions under Article 8.02.B for either Lump Sum Proposals or Force Account Proposals.

2) For Unit Price Proposals, include the quantity and description of all work involved in the unit pricing being proposed, along with a not to exceed total cost.

b. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or differing site conditions require modifications to the Contract, the Contractor may initiate a claim by submitting a request for a change to the Engineer.

1. Notify the Engineer immediately upon finding differing conditions prior to disturbing the site.

2. Provide follow-up written notification and differing site conditions proposal within the time frames set forth in the General Conditions.

3. Provide the differing site condition change proposal in the same or similar manner as described above under 1.05.A.

4. Comply with requirements in Section 00 26 00 Substitution Procedures if the proposed change requires substitution of one product or system for product or system specified.

5. Proposal Request Form: Use form acceptable to Engineer.

1.06 PROCEEDING WITH CHANGED WORK

A. The Engineer may issue a directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order per the General Conditions, Article 8.01.E.

1. The directive will contain a description of change in the Work and a not-to-exceed amount. It will designate the method to be followed to determine the change in the Contract Sum or the Contract Time.

1.07 CHANGE ORDER PROCEDURES

A. Issuance of Change Order

1. On approval of the Contractor's proposal, and following successful negotiations, the Engineer will issue a Change Order for signature by the Contractor and execution by the Engineer.

    a. The Contractor shall sign and return the Change Order to the Engineer within **four (4) days** following receipt of the Change Order from the Engineer. If the Contractor fails to return the signed Change Order within the allotted time, the Engineer may issue a Unilateral Change Directive.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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PART 1 - GENERAL

1.01 SUMMARY

A. This section includes specifications for preparation, format, and submittal of Schedule of Values.

B. The Schedule of Values will establish unit prices for individual items of work.

C. The Schedule of Values will be the basis for payment of contract work.

1.02 PREPARATION

A. To facilitate monthly pay requests, develop the Schedule of Values based on the Contractor's submitted Bid Items. The Schedule of Values shall be used to provide an allocation of the Work for measurement and payment to a level of detail to ensure accurate payment for the Work accomplished. The Schedule of Values is based on unit priced bid items and a breakdown of each lump-sum bid item. The total dollars for the Schedule of Values shall total the bid amount.

B. Obtain the agreement of the Contract Administrator and Engineer on the Schedule of Values. No payment will be made prior to an agreed upon Schedule of Values.

C. Include an updated version of the Schedule of Values as changes occur. Update the Schedule of Values to include:

1. Dollars earned and percent complete for the current progress payment period,
2. Dollars earned and percent complete to-date, excluding the current progress payment period,
3. Total dollars earned and percent complete to-date,
4. Total dollars remaining, and
5. Changes resulting from Change Orders.

D. The total value of the line items in the Schedule of Values plus any approved Change Orders shall be equal to the current approved contract price.

E. The value of stored material shall be identified in the Schedule of Values with both a material-purchase activity and a separate corresponding installation activity in the Construction Schedule(s).

F. Include as exhibits, drawings or sketches as necessary, to better define the limits of pay items that are in close proximity and that have no clear boundary in the Contract Drawings.

1.03 SUBMITTAL

A. Submit preliminary Schedule of Values within 10 days of the effective date of the Notice to Proceed.

B. Submit corrected Schedule of Values within 10 days upon receipt of reviewed Schedule of Values.

C. At the Contract administrator or Engineer's request, submit documentation substantiating the cost allocations for line items within the Schedule of Values.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 SCHEDULE OF VALUES

A. Submit the Schedule of Values in a form acceptable to the Contract Administrator and Engineer.

B. Provide updated Schedule of Values as required by the Contract Administrator or Engineer, and as indicated in the Contract Documents.

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE

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

1.02 NOTICE TO PROCEED

A. Contract execution will be made per the requirements of the Contract Documents. Once the contract has been executed and all pre-work submittals have been received, the Engineer will issue a Notice to Proceed (NTP).

1. In certain instances, the Engineer may issue to the Contractor a Limited NTP for specified elements of the work described in these Contract Documents.

B. The Contractor shall submit all pre-work submittals within 14 days of contract execution.

1. No contract time extension shall be granted for any delays in issuance of the NTP by the Engineer due to the Contractor's failure to provide acceptable submittals required by the Contract Documents.

1.03 COORDINATION

A. The Contractor shall coordinate all its activities through the Engineer.

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

1.04 PROJECT MEETINGS

A. Pre-Construction Meeting

1. After execution of the contract, but prior to commencement of any work at the site, a mandatory one time meeting will be scheduled by the Engineer to discuss and develop a mutual understanding relative to the administration of the safety program, preparation of the Schedule of Values, change orders, RFI’s, submittals, scheduling prosecution of the work. Major subcontractors who will engage in the work shall attend.

2. Suggested Agenda: The agenda will include items of significance to the project.

3. Pre-Construction Meeting will be held at the Port of Tacoma Administration Building, or virtually, as scheduled by the Engineer.

B. Weekly Progress Meetings – Progress meetings include the Contractor, Engineer, consultants and others affected by decisions made.

1. The Engineer will arrange meetings, prepare standard agenda with copies for participants, preside at meetings, record minutes and distribute copies within ten working days to the Contractor, meeting participants, and others affected by decisions made.

a. The Engineer will approve submitted meeting minutes in writing within 10 working days.

2. Attendance is required for the Contractor's job superintendent, major subcontractors and suppliers, Engineer, and representatives of the Port as appropriate to the agenda topics for each meeting.

3. Standard Agenda

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

A. The Port and Contractor shall use the Port's provided Project Management applications for electronic information exchange throughout the duration of the Contract, as later described. The joint use of these systems is to facilitate and coordinate the electronic exchange of Requests for Information, Submittals, Change Order Proposals, and project specific correspondence.

1.02 USER ACCESS LIMITATIONS

A. Contractor's access to Port provided applications is granted and controlled by the Engineer.

1. The users assigned by the Contractor shall be competent and experienced with the practices commonly employed in the industry for electronically submitting requests for information, submittals, product data, shop drawings and related items as required by the contract and the methods commonly used for project correspondence transmission and filing.

2. Any users assigned by the Contractor whom the Engineer determines is incapable of performing the prescribed tasks in an accurate, competent and efficient manner will be removed upon request from the Engineer. The qualifications and identity of a replacement user shall be submitted within 24 hours for consideration by the Engineer. Once accepted by the Engineer, the user account will be modified accordingly.

3. Each user must have their own account. Sharing accounts or login credentials is not allowed.

1.03 CONTRACTOR TECHNOLOGY REQUIREMENTS

A. The Contractor is responsible for providing and maintaining web enabled devices capable of operating the Trimble Unity Construct web based application and any additional project specific software required by the Engineer effectively.

1.04 CONTRACTOR SOFTWARE REQUIREMENTS

A. The Contractor is responsible for providing and maintaining the following:

1. An office suite that is Microsoft Office 2013 compatible for generation and manipulation of correspondence.

2. A program capable of editing, annotating and manipulating Adobe pdf files for inserting the Contractor's review stamp, clouding and adding notation to the files as necessary for review by the Engineer.

1.05 CONTRACTOR RESPONSIBILITY

A. Provide all the equipment, internet connections, software, personnel and expertise required to support the use of Trimble Unity Construct as described in the contract documents.

1. User account creation. Submit the full name and email of each requested user to the Engineer, or their designee. Trimble User Accounts cannot be shared and require a unique email for each user.

1.06 PORT RESPONSIBILITY

A. Provide the Contractor with the following:

1. Two (2) User Accounts to access Trimble Unity Construct as described above. Additional user accounts may be assigned at the Engineer's discretion.

2. Information, basic user guides and requirements on methods for using Trimble Unity Construct.
3. Instruction for the Contractor's staff utilizing Trimble Unity Construct.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 UTILIZATION OF TRIMBLE UNITY CONSTRUCT

A. The Contractor shall provide required information in a timely manner that also supports the project schedule and meets the requirements of the Contract.

B. The Contractor shall provide and maintain competent and qualified personnel to perform the various tasks required to support the work within Trimble Unity Construct

C. The Port will not be liable for any delays associated from the usage of Trimble Unity Construct including, but not limited to: slow response time, Port maintenance and off-line periods, connectivity problems or loss of information. Under no circumstances shall the usage of Trimble Unity Construct software be grounds for a time extension or cost adjustment to the contract.

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

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

1.02 SUBMITTALS

A. Within 10 days following execution of the contract, submit a baseline project schedule defining planned operations.

B. If the baseline project schedule requires revision after review, submit revised baseline project schedule within 10 days.

C. Within 20 days after review of baseline project schedule, submit draft of proposed complete baseline project schedule for review.

D. Submit updated progress schedule monthly to the Engineer with each pay application as required in Section 01 20 00 Price and Payment Procedures.

1.03 QUALITY ASSURANCE

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

1.04 SCHEDULE FORMAT

A. The baseline project schedule shall be produced using the CPM format.

B. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

C. Sheet Size: Multiples of 11 x 17 (280 x 432 mm).

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 BASELINE SCHEDULE

A. Prepare baseline project schedule in the form of a horizontal bar chart.

B. The baseline project schedule shall include all the activities listed in the Schedule of Values and be directly related to items listed in the Bid Form. The Contractor is encouraged to add sufficient activities to facilitate a clear understanding of the means and methods planned for the various work items.

C. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction and critical path. At a minimum it shall include and show the following:

1. A time scale showing the elementary work items needed to complete the work;

2. Estimated time durations for each activity, defined as any single identifiable work step within the project;

3. A graphical network diagram showing the logical sequence of activities, their precedence relationships, and estimated float or leeway available for each;

4. The different categories of work as distinguished by crew requirements, equipment requirements, and construction materials; and
5. The different areas of responsibility, such as distinctly separate or subcontracted work, and identifiable subdivisions of work.

D. It shall be maintained and updated as necessary to accurately reflect past progress and the most probable future progress.

E. Activities shown shall include submittals, milestones, and sufficient task breakdown for major components of work.

F. Identify work of separate stages and other logically grouped activities.

G. Provide sub-schedules to define critical portions of the entire schedule.

H. Provide separate schedule of submittal dates for shop drawings, product data, samples, owner-furnished products, products identified, and dates reviewed submittals will be required from the Engineer. Indicate decision dates for selection of finishes.

3.02 PROGRESS SCHEDULE

A. From the regularly-maintained baseline project schedule, progress schedules showing a three-week look-ahead, one-week look-back, shall be submitted and distributed at the weekly progress meetings. The progress schedule shall represent a practical plan to complete the work shown within the contract work window presented. At a minimum, the presentation, typically a Gantt-style chart, shall convey the task durations, a logical work sequence, task interdependencies, and identify important or critical constraints.

B. Submittal and distribution of progress schedules will be understood to be the Contractor’s representation that the scheduled work meets the requirements of the contract documents and that the work will be executed in the manner and sequence presented, and over the durations indicated.

C. The scheduling, coordination, and execution of construction in accordance with the contract documents are the responsibility of the Contractor. The Contractor shall involve, coordinate, and resolve scheduling with all subcontractors, material suppliers, or others affected in development of the progress schedules.

D. The progress schedule shall be used for coordination purposes for inspection and testing purposes as well as validation of work progress against the baseline schedule.

3.03 UPDATING SCHEDULE

A. Maintain schedules to record actual start and finish dates of completed activities.

B. Indicate progress of each activity to date of revision, with projected completion date of each activity.

C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

D. Indicate changes required to maintain Date of Substantial Completion.

E. Submit reports required to support recommended changes.

F. Contractor shall submit an updated progress schedule with each pay application and include a written narrative describing the overall progress of the work. The narrative shall include the following key aspects:

1. Progress in the last period.

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

END OF SECTION

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PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTAL LOG

A. Contractor shall, within 30 days of contract execution prepare and submit for Engineer approval a detailed log of all the submittals required under this Contract, along with any other submittals identified by the Port or Contractor. The log shall include, but not be limited to, schedules, required construction Work plans, equipment and material cut sheets, shop drawings, project record documents, test results, survey records, record drawings, results of QC testing, and all other items for which a submittal is required. The submittal log shall be organized by CSI Specification Division, and Section number and include the following information:

1. Item Description
2. Category
3. Specification Section information of the applicable section
4. After the submittal log is reviewed and approved by the Engineer, it shall become the basis for the submittal of all items by Contractor.

1.03 COMPLIANCE

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

1.04 SHOP DRAWINGS AND MANUFACTURERS' LITERATURE

A. The Port will not accept shop drawings that prohibit the Port from making copies for its own use.

B. Shop drawings shall be prepared accurately and to a scale sufficiently large to indicate all pertinent features of the products and the method of fabrication, connection, erection, or assembly with respect to the Work.

C. All drawings submitted to the Engineer for approval shall be drawn to scale as ANSI D.

D. Required electronic formats for these drawings are as follows:

1. AutoCad DWG
2. PDF - Formatted to print to half-scale using 11x17 paper

E. Catalog cuts or brochures shall show the type, size, ratings, style, color, manufacturer, and catalog number of each item and be complete enough to provide for positive and rapid identification in the field. General catalogs or partial lists will not be accepted. Manufacturers' original electronic files are required for submitting.

1.05 SUBMITTAL REVIEW

A. After review of each of Contractor's submittals, the submittal will be returned to Contractor with a form indicating one or more of the following:

1. No Exceptions Taken - Means, accepted subject to its compatibility with future submittals and additional partial submittals for portions of the work not covered in this submittal. But it does not constitute approval or deletion of specified or required items not shown in the partial submittal.

2. Make Corrections Noted - Same as Item 1, except that minor corrections as noted shall be made by Contractor.
3. Reviewed - Submittal has been reviewed by the Port, does not constitute approval, and the Contractor is responsible for requirements in submittal.
4. Review as Noted - Submittal has to be reviewed by the Port with comments as noted.
5. Revise and Resubmit - Means, rejected because of major inconsistencies or errors. Resolve or correct before next submittal.
6. Rejected - Means, submitted material does not conform to the Contract Documents in a major respect (e.g., wrong material, size, capacity, model, etc.).

B. Submittals marked "No Exceptions Taken," "Make Corrections Noted," or “Reviewed as Noted” authorizes Contractor to proceed with construction covered by those data sheets or shop drawings with corrections, if any, incorporated.

C. When submittals or prints of shop drawings have been marked "Revise and Resubmit" or "Rejected," Contractor shall make the necessary corrections and submit required copies. Every revision shall be shown by number, date, and subject in a revision block, and each revised shop drawing shall have its latest revision numbers and items clearly indicated by clouding around the revised areas on the shop drawing.

D. Submittals authorized by the Engineer do not in any case supersede the Contract Documents. The approval by the Engineer shall not relieve the Contractor from responsibility to conform to the Drawings or Specifications, or correct details when in error, or ensure the proper fit of parts when installed. A favorable review by the Port of shop drawings, method of work, or information regarding material and equipment Contractor proposes to furnish shall not relieve Contractor of its responsibility for errors therein and shall not be regarded as assumption of risk or liability by the Port or its officers, employees, or representatives. Contractor shall have no claim under the Contract on account of failure or partial failure, or inefficiency or insufficiency of any plan or method of work, or material and equipment so accepted. Favorable review means that the Port has no objection to Contractor using, upon its own full responsibility, the plan or method of work proposed, or furnishing the material and equipment proposed.

E. It is considered reasonable that the Contractor’s submittals shall be complete and acceptable by at least the second submission of each submittal. The Port reserves the right to deduct monies from payments due Contractor to cover additional costs for review beyond the second submission.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 PREPARATION OF SUBMITTALS

A. The Contractor shall submit all shop drawings, catalog cuts, brochures and physical samples using Trimble Unity Construct (a web based construction management software). All post-document-generated notations such as notes, arrows, stamps, clouding, or other items, are required to be shown directly on the submittal document. **Each submittal shall be accompanied by a transmittal developed within the Trimble Unity Construct software.**

B. A separate submittal shall be prepared for each product or procedure and shall be further identified by referencing the Specification Section and paragraph number and each submittal shall be numbered consecutively.

C. Product submittals that cannot be accomplished electronically shall be submitted electronically without attachments, marked as being hand delivered, and accompanied by a printed version of a transmittal.

D. Shop and detail drawings shall be submitted in related packages. All equipment or material details which are interdependent, or are related in any way, must be submitted indicating the complete installation. Submittals shall not be altered once marked “No Exceptions Taken” Revisions shall be clearly marked and dated. Major revisions must be submitted for approval.

E. The Contractor shall thoroughly review all shop and detail drawings, prior to submittal, to assure coordination with other parts of the work.

F. Components or materials which require shop drawings and which arrive at the job site prior to approval of shop drawings shall be considered as not being made for this project and shall be subject to rejection and removal from the premises.

G. All submittal packages including, but not limited to, product data sheets, mix designs, shop drawings and other required information for submittal must be submitted, reviewed and approved before the relevant scheduled task may commence. It is the responsibility of the Contractor to provide the submittal information which may drive a task on the construction schedule to submit items well enough in advance as to provide adequate time for review and comment from the Engineer without adversely impacting the construction schedule.

H. When completing the Trimble Unity Construct submittal form, a Date Due field is required to be completed. This field is intended to inform the Port of the urgency of the submittal. Failure of the Port to return the submittal by the date provided by the Contractor will not be considered grounds for a contract time extension.

3.02 PRE-WORK SUBMITTALS

A. Prior to issuance of Notice to Proceed, the following submittals must be submitted and returned to the Contractor as No Exceptions Taken, Make Corrections Noted, Reviewed, or Reviewed as Noted.

1. Per 00 72 00 and 01 32 16, Baseline Project Schedule
2. Per 00 73 63, Emergency Contact Numbers
3. Per 01 35 29, Health and Safety Plan (HASP)
4. Per 01 35 29, Spill Prevention and Countermeasures Plan (SPCC)
5. Per 01 35 47, List of equipment and written certification

3.03 MAINTENANCE OF SUBMITTAL LOG

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

END OF SECTION

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PART 1 - GENERAL

1.01 SUMMARY

A. The work includes the requirements for health and safety provisions necessary for all work at the site for this project. The work also includes compliance with all laws, regulations and ordinances with respect to safety, noise, dust, fire and police action, civil disobedience, security or traffic.

B. Some of the work tasks may place workers in the potential position of coming into contact with regulated building materials, waste, or environmental media. Detailed information regarding the known nature and extent of refuse and regulated materials in the project area is included in supplemental materials noted in Section 00 31 00

C. The Contractor shall monitor site conditions for indications of identified and other potentially hazardous, dangerous, and/or regulated materials (suspicious material). Indicators of suspicious material include, but are not limited to, refuse, oily sheen or coloring on soil or water, or oily or chemical odors. If suspicious materials are encountered, the Contractor shall stop all work in that area and notify the Engineer immediately.

1.02 SUBMITTALS

A. Prior to Notice to Proceed, the Contractor shall provide a site specific Health and Safety Plan (HASP), which meets all the requirements of local, state and federal laws, rules and regulations. The HASP shall address all requirements for general health and safety and shall include, but not be limited to:

1. Description of work to be performed and anticipated chemical and/or physical hazards associated with the work;
2. Map of the site(s) illustrating the location of the anticipated hazards and areas of control for those hazards (including containments, exclusion/work zones, and contaminant reduction/decontamination zones);
3. Hazardous material inventory and safety data sheets (SDSs) for all chemicals which will be brought on site;
4. Signage appropriate to warn site personnel and visitors of anticipated site hazards;
5. Documentation that the necessary workers have completed the required Hazardous Waste Operations and Emergency Response (HAZWOPER) training;
6. Engineering controls/equipment to be used to protect against anticipated hazards;
7. Personal protective equipment and clothing including head, foot, skin, eye, and respiratory protection;
8. Procedures which will be used for:
    a. Suspicious materials and/or unidentified materials,
    b. Odorous conditions and toxic gases;
9. Site housekeeping procedures and personal hygiene practices;
10. Personnel and equipment decontamination plan;
11. Administrative controls;
12. Emergency plan including locations of and route to nearest hospital;
13. Recordkeeping including:

a. Documentation of appropriate employee training (e.g., Hazardous Waste Operations and Emergency Response [HAZWOPER] 40-hour training for staff involved with excavation and handling of soil),

14. Name and qualification of person preparing the HASP and person designated to implement and enforce the HASP;

15. Excavation, stockpiling, and truck loading procedures;

16. Lighting and sanitation; and

17. Signatory page for site personnel to acknowledge receipt, understanding, and agreement to comply with the HASP.

B. Prior to the start of any Work, the Contractor shall provide a site specific Spill Prevention, Control and Countermeasures (SPCC) Plan, which meets all the requirements of local, state and federal laws, rules and regulations.

C. Contractor may submit the HASP and SPCC Plan as one comprehensive document or may submit the plans as separate documents.

1.03 POTENTIAL CHEMICAL HAZARDS

A. Site Contaminants

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

B. Potential Exposures Routes

1. Inhalation: Airborne dusts, fibers, particulates, or vapors may be released during site activities. Inhalation of airborne inorganic arsenic may occur.

2. Skin and Eye Contact: Dusts generated during site work activities may settle on the skin or clothing of site workers. Also, workers may contact potentially regulated sediments, or water, in the normal course of their work. Precautions to prevent skin or eye contact with hazardous materials will be included in the HASP. Arsenic exposure may cause skin irritation.

3. Ingestion: Inadvertent transfer of site contaminants from hands or other objects to the mouth could occur if site workers eat, drink, smoke, chew tobacco, or engage in similar activities in work areas. This could result in ingestion of site contaminants. Precautions to prevent accidental or inadvertent ingestion of hazardous materials will be included in the HASP.

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

1.04 POTENTIAL PHYSICAL AND OTHER HAZARDS

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

B. Specific aspects of construction resulting in physical hazards anticipated for this project include, but are not limited to the following:

1. Work over or adjacent to water, presenting hazards of falling into water, hypothermia from exposure to the elements, and drowning;
2. Operation of marine equipment, including winches, dredges, and related equipment, entrapment, ensnarement, and being struck by moving parts hazards;
3. Major hazards associated with earthwork impacts from moving construction vehicles and trucks, noise, thermal stress, contact with unguarded machines, excavation hazards (i.e., cave-in, utility, etc.), strains from heavy lifting, and reduced visibility and communications difficulties in work area; and
4. Operation of equipment, including excavators, loaders, and related equipment, presenting hazards of entrapment, ensnarement, and being struck by moving parts.

C. Other anticipated physical hazards:

1. Heat stress, such as that potentially caused by impermeable clothing (may reduce the cooling ability of the body due to evaporation reduction);
2. Cold stress, such as that potentially caused during times when temperatures are low, winds are high, especially when precipitation occurs during these conditions;
3. Biological hazards, such as mold, insect stings, or bites, poisonous plants (i.e., poison oak, sumac, etc.); and
4. Trips and falls.

PART 2 - PRODUCTS

2.01 SAFETY SIGNAGE

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

2.02 PRODUCTS SPECIFIED FOR HEALTH AND SAFETY

A. Provide the equipment and supplies necessary to support the work as described in the site-specific HASP. Equipment and supplies may include, but are not limited to:

1. All chemicals to be used on site;
2. A hazardous materials inventory and SDSs for the chemicals brought on site;
3. Warning signs and labels;
4. Fire extinguishers;
5. Personal protective equipment (hard hats, foot gear, skin, eye, and respiratory protection);
6. First aid equipment;
7. Spill response and spill prevention equipment; and
8. Field documentation logs/supplies.

PART 3 - EXECUTION

3.01 WORK AREA PREPARATION

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

B. Contractor shall inform employees, subcontractors and their employees of the potential danger in working with any potentially regulated materials, equipment, soils and groundwater at the project site.

1. The Contractor shall not proceed with jobsite activities that might result in exposure of employees to hazardous materials, including arsenic, until the HASP is reviewed by the Engineer.

C. All Contractor employees expected to work at the jobsite or individuals entering the jobsite shall read the Contractor HASP before they enter the jobsite, and will sign a statement provided by the Contractor that they have read and understand the HASP. A copy of the Contractor’s HASP shall be readily available at the site at all times the work is being performed.

D. The Contractor’s HASP shall be amended as needed by the CIH or CSP to include special work practices warranted by jobsite conditions actually encountered. Special practices could include provisions for decontamination of personnel and equipment, and the use of special equipment not covered in the initial plan.

E. Contractor shall perform whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees of the Engineer, Engineer’s Representative, and Contractor) and property during the Contract period. This requirement applies continuously and is not limited to normal working hours.

F. The Engineer’s review of the Contractor's performance does not include an opinion regarding the adequacy of, or approval of, the Contractor's safety supervisor, the site-specific HASP, safety program or safety measures taken in, on, or near the job site.

G. Accidents causing death, injury, or damage must be reported immediately to the Engineer and the Port Security Department in person or by telephone or messenger. In addition, promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

H. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing within 24 hours after occurrence, to the Engineer, giving full details of the claim.

3.02 SITE SAFETY AND HEALTH OFFICER

A. Contractor shall provide a person designated as the Site Safety and Health Officer, who is thoroughly trained in rescue procedures, has a minimum current 40-hour HAZWOPER certification (minimum), and trained to use all necessary safety equipment, air monitoring equipment, and gas detectors. The person must be available and/or present at all times while work is being performed, and conduct testing, as necessary.

B. The Site Safety and Health Officer shall be empowered with the delegated authority to order any person or worker on the project site to follow the safety rules. Failure to observe these rules is sufficient cause for removal of the person or worker(s) from this project.

C. The Site Safety and Health Officer is responsible for determining the extent to which any safety equipment must be utilized, depending on conditions encountered at the site.

3.03 SPILL PREVENTION AND CONTROL

A. The Contractor shall be responsible for prevention, containment and cleanup of spilling petroleum and other chemicals/hazardous materials used in the Contractor's operations. All such prevention, containment and cleanup costs shall be borne by the Contractor.

B. The Contractor is advised that discharge of oil, fuel, other petroleum, or any chemicals/hazardous materials from equipment or facilities into state waters or onto adjacent land is not permitted under state water quality regulations.

C. In the event of a discharge of oil, fuel or chemicals/hazardous materials into waters, or onto land with a potential for entry into waters, containment and cleanup efforts shall begin immediately and be completed as soon as possible, taking precedence over normal work. Cleanup shall include proper disposal of all spilled material and used cleanup materials.

D. The Contractor shall, at a minimum, take the following measures regarding spill prevention, containment and cleanup:

1. Fuel hoses, lubrication equipment, hydraulically operated equipment, oil drums and other equipment and facilities shall be inspected regularly for drips, leaks or signs of damage, and shall be maintained and stored properly to prevent spills. Proper security shall be maintained to discourage vandalism.

2. All land-based chemical, oil and products' storage tanks shall be diked, contained and/or located so as to prevent spills from escaping into the water. Dikes and containment area surfaces shall be lined with impervious material to prevent chemicals or oil from seeping through the ground and dikes.

3. All visible floating sheen shall be immediately contained with booms, dikes or other appropriate means and removed from the water prior to discharge into state waters. All visible spills on land shall be immediately contained using dikes, straw bales or other appropriate means and removed using sand, sawdust or other absorbent material, which shall be properly disposed of by the Contractor. Waste materials shall be temporarily stored in drums or other leak-proof containers after cleanup and during transport to disposal. Waste materials shall be disposed offsite in accordance with applicable local, state and federal regulations.

4. In the event of any oil or product discharges into public waters, or onto land with a potential for entry into public waters, the Contractor shall immediately notify the Port Security at their listed 24-hour response number:

a. Port Security: 253-383-9472

E. The Contractor shall maintain the following materials (as a minimum) at each of the project sites:

1. Oil-absorbent booms: 100 feet;

2. Oil-absorbent pads or bulk material, adequate for coverage of 200 square feet of surface area;

3. Oil-skimming system; and

4. Oil dry-all, gloves, and plastic bags.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 NOTIFICATION AND SUSPENSION

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

1. Following completion of any further testing necessary to determine the nature of the materials involved, the Port will determine how the material shall be managed. Although the actual procedures used in resuming the work shall depend upon the nature and extent of the regulated material, the following alternate methods of operation are foreseen as possible:

a. Contractor to resume work as before the suspension.

b. Contractor to move its operations to another portion of the work until measures to eliminate any hazardous conditions can be developed and approved by the appropriate regulatory agencies.

c. The Port to direct the Contractor to dispose or treat the material in an approved manner.

d. The Port to terminate or modify the Contract accordingly, for unforeseen conditions.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTALS

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

PART 2 - PRODUCTS - NOT USED

PART 3 – EXECUTION

3.01 AIR POLLUTION CONTROL

A. The Contractor shall meet or exceed EPA Tier 2 off-road diesel engine emission standards for off-road equipment >= 25hp and meet or exceed EPA 1994 on-road diesel engine emission standards for on-road equipment except as follows:

1. Equipment being used in an emergency or public safety capacity

B. The Contractor shall not discharge smoke, dust, and other hazardous materials into the atmosphere that violate local, state or federal regulations.

C. No vehicles can idle for more than 5 consecutive minutes, except as follows:

1. Idling is required to bring or maintain the equipment to operating temperature;
2. Engine idling is necessary to accomplish work for which the equipment was designed (i.e. operating a crane); or
3. Idling vehicles being used in an emergency or public safety capacity.

D. The Contractor shall minimize nuisance dust by cleaning, sweeping, vacuum sweeping, sprinkling with water, or other means. Equipment for this operation shall be on the job site or available at all times.

3.02 NOISE CONTROL

A. The Contractor shall comply with all local controls and noise level rules, regulations and ordinances which apply to work performed pursuant to the Contract.

B. All internal combustion engines used on the job shall be equipped with a muffler of a type recommended by the manufacturer.

END OF SECTION

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PART 1 – GENERAL

1.01 SUMMARY

A. The Work shall consist of the procedures to be followed in the event that cultural and/or historical resources are inadvertently discovered during Project activities.

B. The project is located in an area previously inventoried for cultural and historical resources; however, it is possible that additional, previously unidentified archaeological resources and/or skeletal remains could be inadvertently discovered during project activities. In the event that prehistoric, historic-era archaeological materials or skeletal remains are discovered, the appropriate protection measures and protocols described in this section must be followed.

C. All Contractor employees shall be aware of the Inadvertent Discovery Plan and shall notify the Engineer if a suspected archeological resource is discovered.

D. A copy of the Inadvertent Discovery Plan shall be kept on site and available at all times during ground disturbing activities.

1.02 REFERENCES

A. The rules, requirements, and regulations that apply to this Work include, but are not necessarily limited to the following:

1. Port of Tacoma's “Archaeological Monitoring and Inadvertent Discovery Plan." A copy of this Plan is located in Appendix K .

PART 2 – PRODUCTS – NOT USED.

PART 3 – EXECUTION

3.01 PROTOCOLS FOR DISCOVERY OF ARCHAEOLOGICAL RESOURCES

A. In the event that archaeological resources are encountered within the project, the following actions will be taken:

1. All ground disturbing and construction activity at the specific location will stop and the area will be protected via temporary fencing or other appropriate measures.

2. The Contractor’s work supervisor will be notified immediately.

3. Contact the Port's Engineer and Environmental Project Manager immediately.

4. A work stoppage zone, as determined by the Archaeologist and Port, will be established.

5. The Port’s Environmental Project Manager will contact the appropriate agencies.

6. The Work Stoppage Zone will remain protected until further decisions can be made regarding the area.

7. The Contractor will be allowed to continue ground disturbing and other construction activities outside of the established work stoppage zone.

3.02 PROTOCOLS FOR DISCOVERY OF HUMAN REMAINS

A. In the event that suspected human remains are encountered within the project, the following actions, consistent with RCWs 68.50.645, 27.44.055 and 68.60.055 will be taken:

1. All ground disturbing and construction activity at the specific location will stop and the area will be protected via temporary fencing or other appropriate measures. The remains will not be photographed, touched, moved or further disturbed.

2. The Contractor’s work supervisor will be notified immediately.

3. Contact the Port's Engineer and Environmental Project Manager immediately.
4. The Environmental Project Manager will notify the county medical examiner / coroner and local law enforcement.
5. A Work Stoppage Zone will be determined and remain protected until further decisions can be made regarding the area.
6. The Contractor will be allowed to continue ground disturbing and other construction activities outside of the established work stoppage zone.

3.03 PROTOCOLS FOR CONFIDENTIALITY

A. In the event that human remains or cultural resources are discovered within the project area, the Port and the Contractor shall keep and maintain all information regarding any discovery confidential.
   1. At no time shall the Contractor contact the media, any third party or otherwise share information regarding the discovery with any member of the public.
   2. If the Contractor is contacted by the media or the public regarding any discovery, they shall refrain from comment, and contact the Engineer or Environmental Project Manager immediately.

END OF SECTION

PART 1 - GENERAL

1.01 PERMITS, CODES, AND REGULATIONS

A. The following permits/approvals have been applied for (or are on file) and incorporated into the Contract:

1. Rivers and Harbors Act of 1899 Section 10 in Appendix A
2. Clean Water Act Section 404 in Appendix A
3. Endangered Species Act Compliance in Appendix B
4. Water Quality Certification Section 401 in Appendix C
5. Coastal Zone Management Act Consistency Certification in Appendix D
6. State Environmental Policy Act Appendix E
7. Hydraulic Project Approval: 2026-6-199+01 in Appendix F
8. Shoreline Management Substantial Development Exemption in Appendix G
9. Port of Tacoma Inadvertent Discovery Plan in Appendix H
10. Tacoma-Pierce County Health Department Waste Disposal Agreement in Appendix I
11. Construction Stormwater General Permit in Appendix J
12. Port of Tacoma provided Construction SWPP in Appendix K
13. Monitoring Framework Matix in Appendix L
14. Water Quality Management Plan in Appendix M

B. Conform with the requirements of listed permits and additional or other applicable permits, codes, and regulations as may govern the Work.

C. Obtain and pay fees for licenses, permits, inspections, and approvals required by laws ordinances, and rules of appropriate governing or approving agencies necessary for proper completion of Work (other than those listed under item 1.01.A above and Special Inspections called for by the International Building Code).

D. Conform with current applicable codes, regulations and standards, which is the minimum standard of quality for material and workmanship. Provide labor, materials, and equipment necessary for compliance with code requirements or interpretations, although not specifically detailed in Drawings or specifications. Be familiar with applicable codes and standards prior to bidding.

E. Process through Engineer, request to extend, modify, revise, or renew any of the permits (listed in 1.01.A above). Furnish requests in writing and include a narrative description and adequate Drawings to clearly describe and depict proposed action. Do not contact regulatory agency with requests for permit extensions, modifications, revisions, or renewals without the prior written consent of the Engineer.

1.02 VARIATIONS WITH CODES, REGULATIONS AND STANDARDS

A. Nothing in the Drawings and specifications permits Work not conforming to codes, permits, or regulations. Promptly submit written notice to the Engineer of observed variations or discrepancies between the Contract Documents and governing codes and regulations.

B. Appropriate modifications to the Contract Documents will be made by Change Order to incorporate changes to Work resulting from code and/or regulatory requirements. Contractor assumes responsibility for Work contrary to such requirements if Work proceeds without notice.

C. Contractor is not relieved from complying with requirements of Contract Documents which may exceed, but not conflict with requirements of governing codes.

1.03 COORDINATION WITH REGULATORY AGENCIES

A. Coordinate Work with appropriate governing or regulating authorities and agencies.

B. Provide advance notification to proper officials of Project schedule and schedule revisions throughout Project duration, in order to allow proper scheduling of inspection visits at proper stages of Work completion.

C. Regulation coordination is in addition to inspections conducted by Engineer. Notify Engineer at least 48 hours in advance of scheduled inspections involving outside regulating officials, to allow Engineer to be present for inspections.

PART 2 - PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

A. This section includes requirements relating to referenced standards.

1.02 QUALITY ASSURANCE

A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard of date of issue specified in this section, except where a specific date is established by applicable code.

C. Should specified reference standards conflict with Contract Documents, request clarification from the Engineer before proceeding.

D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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PART 1 - GENERAL

1.01 QUALITY CONTROL FOR COMPLIANCE:

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

1.02 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform Work by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop Drawings or as instructed by the manufacturer.

G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Adjust Products to appropriate dimensions; position before securing Products in place.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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PART 1 - GENERAL

1.01 SUMMARY

A. This section includes requirements relating to the following:

1. Temporary sanitary facilities,
2. Temporary Controls: Barriers, enclosures, and fencing, and

1.02 TEMPORARY UTILITIES

A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes. Contractor is responsible for getting required permits and meters from the City of Tacoma.

B. Existing facilities shall not be used.

C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TELECOMMUNICATIONS SERVICES

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

1.04 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

B. Maintain daily in clean and sanitary condition.

C. At end of construction, return facilities to same or better condition as originally found.

1.05 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for Port's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 FENCING

A. Construction: Contractor's option.

B. Provide 6 ft. (1.8 m) high fence around construction site; equip with vehicular gates with locks.

1.07 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to final inspection.

B. Clean and repair damage caused by installation or use of temporary work.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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PART 1 - GENERAL

1.01 SUMMARY

A. This section includes requirements relating to the following:

1. Parking
2. Construction parking controls
3. Haul routes
4. Maintenance
5. Mud from site vehicles

PART 2 - PRODUCTS

2.01 SIGNS, SIGNALS, AND DEVICES

A. Post Mounted and Wall Mounted Traffic Control and Informational Signs, as specified.

B. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.

PART 3 - EXECUTION

3.01 PREPARATION

A. Clear areas, provide surface and storm drainage of road, parking, area premises, and adjacent areas.

3.02 ACCESS TO SITE

A. Contractor shall conduct all business through the gate assigned by the Engineer.

1. The Contractor may be required to relocate entry and related work areas as required by Port Operations.
2. The Contractor shall have access to the construction site by Contractor's boat. Contractor may park employee vehicles and use the pier located at the transload facility at 3401 Taylor Way, Tacoma, WA 98421.

B. Provide unimpeded access for emergency vehicles. Maintain 20 foot (6 m) width driveways with turning space between and around combustible materials.

C. Provide and maintain access to fire hydrants free of obstructions.

3.03 PARKING

A. All Contractor's employee cars and other private vehicles will be parked outside the Port terminals. Parking is available at the transload facility located at 3401 Taylor Way, Tacoma, WA 98421.

B. When site space is not adequate, provide additional off-site parking.

3.04 CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Port operations.

B. Prevent parking on or adjacent to access roads or in non-designated areas.

3.05 HAUL ROUTES

A. Confine construction traffic to designated haul routes.

3.06 MAINTENANCE

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

3.07 PUBLIC STREET AND ONSITE ROADWAY CLEANING

A. The Contractor shall be responsible for preventing dirt and dust escaping from trucks and other vehicles operating on or departing the transload facility by sweeping, covering dusty loads, washing truck tires, and all other reasonable methods.

B. When trucks and other equipment are operating on paved public streets and site roadways/paved surfaces, the Contractor will be required to clean said streets, roadways, and other paved surfaces at least daily, and at other times if required by the Engineer.

C. In the event that the above requirements are violated and no action is taken by the Contractor after notification of infraction by the Engineer, the Port reserves the right to have the streets, roadways, and other paved surfaces in question cleaned by others and have the expense of the operation charged to the Contractor.

END OF SECTION

PART 1 – GENERAL

1.01 SUMMARY

A. The Work shall consist of planning, installing, inspecting, maintaining and removing Temporary Erosion and Sediment Control (TESC) Best Management Practices (BMPs) to prevent pollution of air and water; and to control, respond to, and dispose of eroded sediment and turbid water during the term of the Contract.

B. Construction Stormwater Pollution Prevention Plan (SWPPP) has been prepared by the Port as part of the National Pollution Discharge Elimination System (NPDES) stormwater permit requirements for the project site. The SWPPP is included in the Project Manual Appendix. The Contractor shall use a project-specific Construction Stormwater Pollution Prevention Plan ("SWPPP") to meet or exceed the control measures required by the Washington Department of Ecology (Ecology). The SWPPP describes the proposed construction activities and all Temporary and Permanent Erosion and Sediment Control (ESC) measures, pollution prevention measures, inspection/monitoring activities, and recordkeeping that will be implemented during the proposed construction project. The Contractor shall have an individual who is a Certified Erosion and Sediment Control Lead (CESCL) on site or immediately available while the NPDES permit is active.

   1. The SWPPP consists of planning, installing, inspecting, maintaining, and removing TESC BMPs in accordance with Volume II of the Stormwater Management Manual for Western Washington (current version). The BMPs are designed to prevent pollution of air and water, to control peak volumetric flow rates and velocity of stormwater, and to control, respond to, and dispose of eroded sediment and turbid water during the term of the Contract.

   2. The Contractor will be responsible for updating the SWPPP to reflect changes to BMPs, as needed, to comply with the Construction Stormwater General Permit at no additional cost to the Port.

C. These TESC requirements shall apply to all areas associated with the Work, including but not limited to the following:

   1. Work areas;

   2. Equipment and material storage areas;

   3. Staging areas;

   4. Stockpiles; and

   5. All discharge points within or adjacent to the Work areas that receive stormwater runoff from the site.

D. Acceptance of TESC plans shall not constitute an approval of permanent Work or drainage design (e.g., size and location of roads, pipes, restrictors, channels, retention facilities, utilities, etc.).

E. Contractor shall read and conform to all requirements set forth in Washington Department of Ecology’s (Ecology) NPDES General Permit for Discharges Associated with Construction Activities (CSGP).

1.02 REFERENCES

A. The rules, requirements, and regulations that apply to this Work include, but are not necessarily limited to the following:

1. Washington Department of Ecology, “Stormwater Management Manual for Western Washington,” current version.
2. Washington Department of Ecology NPDES General Permit for Discharges Associated with Construction Activities (CSGP), current version.
3. Washington State Department of Transportation, current version, Standard Specification M41-10, Division 8-01 Erosion Control and Water Pollution Control.
4. Pierce County Stormwater and Site Development Manual, current version (if applicable).

1.03 SUBMITTALS

A. Prior to the start of any construction activities, the Contractor shall submit a Construction Stormwater Pollution Prevention Plan (SWPPP), as required by the CSGP.
   1. Contractor must adopt and comply with either a Port project SWPPP, or provide an alternative project SWPPP.
   2. Contractor shall be responsible for updating the project SWPPP during construction to reflect the required changes to BMPs and personnel, as needed, to comply with the CSGP at no additional cost to the Port.

B. Safety Data Sheet (SDS) for any dust palliative product.

C. A copy of all Contractor site inspection logs and monthly Discharge Monitoring Reports (DMRs).

D. The name and contact number of the Certified Erosion and Sediment Control Lead (CESCL).

1.04 AUTHORITY OF ENGINEER

A. The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and fill operations, based on observed Site conditions; and to direct the Contractor to provide immediate permanent or temporary pollution control measures to minimize impacts to adjacent streams or other watercourses, lakes, ponds, and other areas of water impoundment.

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

PART 2 – PRODUCTS

2.01 DUST CONTROL

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

PART 3 – EXECUTION

3.01 GENERAL

A. The Port is subject to a NPDES General Permit for Discharges Associated with Construction Activities (CSGP). The permit shall be transferred to the Contractor prior to ground disturbing activities. The Contractor shall be the responsible Operator and Permittee for the duration of the project.

B. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply as determined by the Engineer.

C. No project discharge of water shall be allowed that causes or contributes to an exceedance of regulated pollutant levels in Ecology's NPDES permit associated with the Project .

D. Contractor shall be solely responsible for all BMP modifications and upgrades to comply with the CSGP and the requirements of this Section, at no additional cost to the Port.

E. Contractor shall be solely responsible for any damages and fines incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this Section.

F. The Contractor shall be solely responsible for schedule impacts incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this Section.

3.02 TEMPORARY EROSION AND SEDIMENT CONTROL DEVELOPMENT

A. The Contractor is responsible for developing the TESC BMPs and incorporating them into the SWPPP. The Contractor shall address the following issues as part of developing and implementing the BMPs.

1. The TESC notes and details shown in the Drawings and the information in this Section of these Specifications are minimum requirements for the anticipated site conditions during the construction period. During the construction period the Contractor shall, at no additional cost to the Port, upgrade the TESC measures as needed for unexpected storm events and modify these measures for changing site conditions (such as relocation of ditches and silt fences, etc.) and update the SWPPP to document the modifications made.

2. The Contractor shall inspect the TESC measures daily and maintain these measures to ensure continued proper functioning during the construction period. The Contractor will keep written records on site of inspections on a weekly basis during the wet season (October 1 through April 30) and on a monthly basis during the dry season (May 1 through September 30). The Contractor shall provide the Port with copies of the TESC inspections, as stated in Section 1.03 above.

3. Any areas needing TESC measures not requiring immediate attention shall be addressed by the Contractor at the Port's discretion.

4. The TESC measures in an inactive site shall be inspected and maintained by the Contractor at a frequency described in the Project Construction Stormwater NPDES General Permit.

5. The Contractor shall be responsible for implementing the SWPPP and shall modify the SWPPP as required to reflect on-site activities and personnel.

B. Contractor shall develop project-specific TESC BMPs and incorporate them into the SWPPP.

1. The SWPPP shall comply with the requirements in Ecology’s Volume II of the Stormwater Management Manual for Western Washington (current version) or equivalent.

2. TESC notes and details shown in the Drawings and the information in this Section form a basis of the minimum requirements for a TESC Plan. Contractor shall develop a TESC Plan specific to the construction schedule and proposed means and methods prior to commencing construction activities for the duration of the Project.

C. Contractor shall inspect the existing system and report to the Engineer the levels of existing material prior to installation of TESC BMPs.

3.03 TEMPORARY EROSION AND SEDIMENT CONTROL IMPLEMENTATION

A. Contractor is responsible for implementing and updating the SWPPP including TESC BMPs.

1. Contractor shall inspect the TESC measures daily and maintain these measures to ensure continued proper functioning for the duration of the Project.

2. Contractor will be responsible for documenting TESC site inspections on a weekly basis in areas of active construction and on a monthly basis in areas that have undergone stabilization. Contractor shall keep records of the inspections on site.

3. During the construction period the Contractor shall, at no additional cost to the Port, upgrade and/or maintain TESC measures as needed, based on Contractor means and methods, work sequencing, and changing site conditions (e.g., changes to impervious surface coverage, proximity of work to storm conveyance systems, storm events, etc.). Contractor shall modify these measures for changing site conditions and update the SWPPP to document all modifications made.

B. Contractor shall clean all stormwater components affected by construction debris prior to Work completion, per TESC BMPs for catch basin maintenance. The cleaning process shall not flush sediment-laden water into a downstream system.

C. Contractor shall ensure that water, or a dust palliative and a dispensing subcontractor, if needed, is available for project use. It is the responsibility of the Contractor to develop and adhere to appropriate safety measures pertaining to the palliative use. This also includes ensuring the dispensing subcontractor develops and adheres to the appropriate safety measures, if a dispensing subcontractor is used. Water used for dust suppression shall not be applied at such a rate or in a location that it will generate runoff from the site.

D. Areas of exposed soils, including embankments, which will not be disturbed for two days during the wet season (October 1 through April 30) or seven days during the dry season (May 1 through September 30), shall immediately be stabilized by the Contractor with an Ecology-approved TESC measure (e.g., seeding, mulching, plastic covering, etc.).

E. TESC measures in an inactive area shall be inspected and maintained by the Contractor until the area is permanently stabilized.

F. In the event that additional temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the Work as scheduled or as ordered by the Engineer, such work shall be performed by the Contractor at its own expense.

G. Contractor shall remove all TESC facilities, install permanent site surfacing improvements and permanent BMPs with minimal disturbance, and shall clean stormwater facilities prior to Work completion.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

A. This section includes requirements relating to the following:

1. Examination, preparation, and general installation procedures

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Examine and verify specific conditions described in individual specification sections.

3.02 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

END OF SECTION

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PART 1 - GENERAL

1.01 SUMMARY

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

1.02 DESCRIPTION OF SERVICES

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

1.03 REFERENCE STANDARDS

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

1.04 SUBMITTALS

A. General submittals required for this Contract include:

1. Name, address, telephone number, and statement of qualifications of Hydrographic Surveyor before starting survey work. This surveyor shall be responsible for stamping and signing all work as noted below.

2. On request, field notes and documentation verifying accuracy of survey work, to include cross sections of progress surveys by the Contractor.

3. Project survey data shall be stored as electronic files formatted as a) DWG; b) PDF. At a minimum, data for each survey point shall include a sequential reference number, the elevation and appropriate northing and easting coordinates.

4. Field notes, Drawings, quantity computations, and point data for each survey shall be submitted to the Engineer.

B. Pre- and Post-Dredge and Capping (RMC) Surveys

1. Dredging surveys include all pre- and post-dredge surveys noted in Section 35 20 23 - Dredging

2. Residual Management Cover placement surveys include surveys noted in Section 35 02 00 - Residual Management Cover Placement

3. At a minimum hydrographic survey submittals shall consist of the following:

a. An electronic drawing showing spot elevations for the area surveyed. The scale for the plan drawing shall be 1 inch = 50 feet formated to 11x17 or full size.

b. An electronic plan drawing showing elevation contours (in color) for the area surveyed. The scale of the plan drawing shall be 1 inch = 50 feet formated to 11x17 or full size.

c. Digital survey data in AutoCAD.dwg format along with an ASCII file including point number, Northing, Easting, and Depth with comma delimiters. Depth shall be relative to MLLW = 0.00 and shall be recorded as negative if recorded below MLLW.

4. Post-Construction Surveying

a. The Contractor shall perform a post-construction bathymetric survey of the entire project site showing all constructed features. This survey shall include the final bathymetric finished elevation and grade line for the post dredge berthing areas.

b. The finished site plan drawing shall be at a scale of 1 inch equals 50 feet and a contour interval of 1 foot.

1.05 QUALITY ASSURANCE

A. It is the responsibility of the Contractor to schedule Contractor's survey and to verify that it has met the Contract requirements prior to proceeding to the next sequence of work. The Port shall review and approve each survey or survey increment. The Contractor shall allow up to three (3) business days for Port review. Surveys of the project shall be surveyed using the same vertical datum and horizontal coordinate system as shown on the Contract Drawings.

B. Hydrographic surveying shall be performed by a NSPS-THSOA Certified Hydrographer with a minimum of 5 years of documented experience with hydrographic survey data collection and processing. The hydrographic surveyor shall be familiar with US Army Corps of Engineers Hydrographic Survey Standards as documented in ACOE EM-1110-2-1003 – Hydrographic Surveying, shall be experienced in dredging and marine work, and shall be familiar with the use (and quality control of) all applicable electronic survey instruments proposed for use on this project. The hydrographic surveyor shall also be knowledgeable of the requirements for hydrographic survey data processing and the specific deliverables to the Port related to the analysis of the survey results, including, but not limited to: color contour plots, cross section development, detailed dredge volume reports, and surface (TIN) creation. The hydrographic surveyor statement of qualifications shall be submitted to the Port for approval in the Dredging and Disposal Work Plan (DDWP) described in Section 35 20 23 – Dredging.

C. The Port reserves the right to retain an independent surveyor to periodically check the Contractor's survey. Surveying performed by the Port will be at no cost to the Contractor.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 PROCEDURES

A. Contractor survey procedures (positioning modes, equipment calibration, and data reduction, adjustment, processing, and plotting) shall conform to industry standards.

B. Failure to perform and process such surveys in accordance with recognized standards will result in a rejection and nonpayment for work performed.

C. All systems, methods, and procedures shall be subject to the Engineer’s approval.

3.02 DREDGING SURVEYS

A. For Progress and Pre- and Post-Dredge and Capping Surveys, refer to Section 35 20 23 - Dredging and 35 02 00 - Residual Management Cover Placement for execution requirements.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 PROGRESS CLEAN-UP

A. The Contractor shall clean the project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with all requirements for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F. Waste materials does not include dredge sediment or dredge debris.
3. Containerize unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    a. Use containers intended for holding waste materials for the type of material to be stored.

B. Site: Maintain Project site free from waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the work.

D. Equipment: Prior to demobilization, clean vehicles and equipment that have been in contact with dredge materials. All vehicles and equipment shall have soil/sediment removed, be washed to remove visible residuals, and verified clean through visual observation prior to demobilization.

E. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section Section 01 74 16 Soil Charateristics and Waste Management.

3.02 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    b. Remove tools, construction equipment, machinery, and surplus material from Project site.
    c. Leave Project clean and ready for occupancy.

END OF SECTION

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PART 1 - GENERAL

1.01 SUMMARY

A. This section includes construction waste management requirements.

1.02 DESCRIPTION OF WORK

A. The work includes demolition and removal within the project areas as shown on the drawings. The work also includes waste generated by construction activities, materials, packaging, scraps, and garbage.

B. Sediment dredged from within the project area, as shown on the drawings, are required to be disposed of upland. Dredge sediment shall be dewatered, loaded, hauled and disposed of a Subtittle D Landfill of the contractor's choosing. The Port has obtained a Waste Disposal Agreement with the Tacoma-Pierce County Health Department and is included in Appendix L.

1.03 DEFINITIONS

A. Co-mingled or Off-site Separation: Collecting all material types into a single bin or mixed collection system and separating the waste materials into recyclable material types at an off-site facility.

B. Construction, Demolition and Land-Clearing (CDL) Waste: Includes all nonhazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition, and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.

C. Hazardous/Dangerous Waste: As defined by Chapter 70.105.010 Revised Code of Washington and 40 Code of Federal Register 261 and by Washington Administrative Code 173-303.

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

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

F. Recycling: The process of sorting, cleaning, treating and reconstituting materials for the purpose of using the material in the manufacture of a new product. Can be conducted on-site (as in the grinding of concrete).

G. Recycling Facility: An operation that is permitted to accept materials for the purpose of processing the materials into an altered form for the manufacture of a new product.

H. Salvage for Reuse: Existing usable product or material that can be saved and reused in some manner on the project site or other projects off-site.

I. Salvage for Resale: Existing usable product or material that can be saved and removed intact (as is) from the project site to another site for resale to others without remanufacturing.

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

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

L. Time-Based Separation: Collecting waste during each phase of construction or deconstruction that results in primarily one major type of recovered material. The material is removed before it becomes mixed with the material from the next phase of construction.

M. Garbage: Product or material typically considered to be trash or debris that is unable to be salvaged for resale, salvaged and reused, returned, or recycled.

N. Soil (waste) Profile: A characterization of the chemical and physical properties of a waste material including the types of contaminants and their concentrations as measured by approved laboratory analytical methods. A profile is required by the receiving permitted disposal or recycling facility.

O. Special Handling: Refers to hauling and disposal of soils that, because they are contaminated, cannot be reused in place as backfill or as general fill at another location. Such soils must be hauled to and managed at a permitted disposal or recycling facility.

1.04 SUBMITTALS

A. Waste Management Plan

B. Waste Management Final Report

C. Soils Management Plan

D. Soils Hauling Receipts

1.05 PERFORMANCE GOALS

A. General: Divert CDL waste to the maximum extent practicable from the landfill by one or a combination of the following activities:

1. Salvage
2. Reuse
3. Source separated CDL recycling
4. Co-mingled CDL recycling

B. CDL waste materials that can be salvaged, resold, reused or recycled, include, but are not limited to the following:

1. Clean dimensional wood, pallet wood, plywood, OSB, and particleboard
2. Asphalt
3. Concrete and concrete masonry units
4. Ferrous and non-ferrous metals
5. Field office waste paper, aluminum cans, glass, plastic, and cardboard

C. Hazardous/Dangerous Wastes, contaminated soils and other hazardous materials such as paints, solvents, adhesives, batteries, and fluorescent light bulbs and ballasts shall be disposed of at applicable permitted facilities.

1.06 WASTE MANAGEMENT PLAN (NON-DREDGE WASTE)

A. Submit a Waste Management Plan within 10 days after the notice to proceed and not less than 5 days before any demolition activities in accordance with these specifications. Provide a Waste Management Plan in a format as approved by the Engineer.

B. The Waste Management Plan shall include the following:

1. Name of designated Waste Management Coordinator.
2. A list of waste materials, including estimated types and quantities, of the waste that will be generated. Indicate salvaged for resale, salvaged for reuse, recycled, or disposed for each item.
3. Identify waste handling methods to be used, including one or more of the following:

a. Method 1 - Contractor or subcontractor(s) hauls recyclable materials to an approved recycling facility.

b. Method 2 - Contracting with diversion/recycling hauler to haul recyclable material to an approved recycling or material recovery facility.

c. Method 3 - Recyclable material reuse on-site.

d. Method 4 - Recyclable material salvage for resale.

e. Method 5 - Contractor or subcontractor hauls waste to an approved disposal facility.

4. Identification of each recycling, disposal, 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.

7. Actions that will be taken to reduce solid waste generation.

C. Revise and resubmit Waste Management plan as required by the Engineer. Approval of the Contractor's Plan does not relieve the Contractor of responsibility for compliance with all applicable laws and regulations. Distribute copies of the Waste Management Plan to each subcontractor.

1.07 WASTE MANAGEMENT FINAL REPORT

A. Provide a Waste Management Final Report, in a format approved by the Engineer. The Waste Management Final Report shall list the following for the project:

1. A record of each waste material type and quantity recycled, reused, salvaged, or disposed from the Project. Include total quantity of waste material removed from the site and hauled to a landfill.

2. Percentage of total waste material generated that was recycled, reused, or salvaged.

B. Quantities shall be reported by weight (tons) unless otherwise approved by the Engineer.

C. Submit copies of manifests, weight tickets, recycling/disposal receipts or invoices, which validate the calculations or a signed certification of completeness and accuracy of the final quantities reported.

1.08 SOILS MANAGEMENT PLAN (MAY BE INCLUDED IN THE DREDGING AND DISPOSAL WORKPLAN)

A. A minimum of 10 days prior to excavation of any subsurface materials, submit a Soils Management Plan to the Engineer. The Soils Management Plan must be approved by the Engineer prior to any excavation of subsurface materials. Include the following in the Soils Management Plan:

1. General description of how equipment operators, safety personnel and other applicable Contractor shall coordinate with the Engineer to facilitate handling of contaminated soil in accordance with this specification.

2. Description of all haul routes to be used on the project.

B. Notify the Engineer prior to hauling contaminated soil to the soil disposal facility. The notification shall include:

1. An estimate of the number of truck-trips, the haul destination, and the period in which these trips will be made (e.g., 20 truck-trips to the Waste Management Facility over the two-week period beginning on March 1, 2012).

1.09 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.

1.10 HEALTH AND SAFETY

A. The Contractor is required to implement all health and safety provisions as required by Specification 01 35 29 - Health, Safety and Emergency Response Procedures.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 WASTE DISPOSAL

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

B. Co-Mingled CDL Recycling: Provide containers for co-mingled CDL waste to be recycled, clearly labeled with a list of acceptable and unacceptable materials.

C. Landfill: Provide containers for CDL waste that is to be disposed of in a landfill clearly labeled as such.

D. Removal of CDL Waste from Project Site: Transport CDL waste off Port's property and provide legal disposal.

3.02 SOIL DISPOSAL

A. Other Requirements

1. Submit all hauling receipts (or copies of receipts) from the receiving facility for all Contaminated soil at least weekly.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures
2. Final completion procedures
3. As-Built Drawings/Surveys

1.02 PROJECT SUBMITTALS

A. Record Drawings

1. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous recordkeeping requirements and submittals in connection with various construction activities.

1.03 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request:

1. Submit closeout submittals specified in individual Sections, including final certifications and similar documents.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request:

1. Terminate and remove temporary facilities from Project site
2. Complete final cleaning requirements

D. Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to the date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Notice of Substantial Completion after inspection or will notify Contractor of items, either on the Contractor’s list or additional items identified by the Engineer, that must be completed or corrected before notice will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.04 PUNCH LIST (LIST OF INCOMPLETE ITEMS)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of Construction.

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major elements.

1.05 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete and submit the following:

1. Submittal of all remaining items, including as-built documents, final completion construction photographic documentation, damage or settlement surveys, surveys, and similar final record information and all other submittals defined in the Contract Documents.

2. List of Incomplete Items: Submit copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (Punch List). Copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be complete and ready for final inspection and tests. On receipt of request, the Engineer will either proceed with inspection or notify contractor of unfulfilled requirements.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

C. Execution of all Change Orders.

1.06 FINAL ACCEPTANCE PROCEDURES

A. Submittals Prior to Final Acceptance:

1. Receipt and approval of application for final payment; due within seven (7) days of receipt of Final Completion by the Engineer;

2. Contractor's signed waiver and release of claims on the Engineer provided form;

3. Contractor's submittal of list of all suppliers and subcontractors and the total amounts paid to each on the Engineer provided form; and

4. Contractor's submittal of a list of all subcontractors and suppliers requiring Affidavits of Wages paid on the Contract and certify that each of companies will submit an approved Affidavit of Wages paid to the Port within 30 days.

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

PART 2 - PRODUCTS

2.01 AS-BUILT DRAWINGS

A. Project As-Built Drawings: Maintain one set of marked-up electronic copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

B. Project As-Built Drawings shall be compiled by the Contractor and submitted to the Engineer for translation to the Record Drawings on a monthly basis.

1. The Project As-Built Drawings will be submitted in PDF format.

2. Drawings shall be kept current and shall be done at the time the material and equipment is installed. Annotations to the record documents shall be made to conform to the following color code:

a. Additions – Red

b. Deletions – Green

c. Comments – Blue

d. Dimensions – Cyan

3. Project As-Built Drawings must be complete and accepted by the Engineer before Final Completion is issued.

4. As-Built Drawings shall be in accordance with horizontal and vertical control as shown on the drawings.

PART 3 – EXECUTION

3.01 MAINTENANCE OF AS-BUILT DRAWINGS

A. The Contractor shall maintain at the Project site, in good order for ready reference by the Engineer, one complete copy of the Contract Documents, including Addenda, Change Orders, other documents issued by the Port, a current Progress Schedule, and approved Submittals. The Contractor shall also generate and keep on site all documents and reports required by applicable permits.

B. The Contractor's As-Built Drawings shall be updated to record all changes made during construction. The location of all existing or new underground piping, valves and utilities, and obstructions located during the Work shall be appropriately marked until the Contractor incorporates the actual field dimensions and coordinates into the as-built drawings. The as-built drawings shall be updated at least weekly and before elements of the Work are covered or hidden from view. After the completion of the Work, the as-built drawings shall be provided to the Port.

END OF SECTION

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PART 1 GENERAL

1.01 DESCRIPTION OF WORK

A. This Section describes the general requirements for the management and processing of dredged material and water.

B. The Contractor shall provide all supervision, labor, tools, materials, equipment, services and appurtenances necessary for, or incidental to, the management of dredged materials and debris, water, and related Work. This includes but is not limited to the construction of a temporary sediment offloading and dredged material containment area, processing and unloading sediment debris and water from dredge material barges, transporting and placing dredged material into an approved sediment processing area; segregating and handling materials, transport and disposal, and containing and collecting water generated for treatment in accordance with Section 01 57 13 TESC and Project SWPPP, 01 74 16 Soil Characteristics and Waste Management and the Construction Stormwater General Permit.

C. All equipment, materials, and processes shall be selected and sized by the Contractor to meet or exceed the minimum requirements specified in the applicable permits.

D. Contractor shall, at a minimum, dewater subject materials within a sediment processing area to sufficiently eliminate free liquids in accordance with all applicable federal, state, and local laws and regulations, and permit conditions for the transportation over public roadways. Material must pass EPA SW-846 Method 9095 B (paint filter liquid test). Transportation and disposal of waste generated as part of this work must meet the requirements of the disposal facility and disposal requirement presented in Section 01 74 16 – Soil Characteristics and Waste Management.

E. Construction waters include, but not limited to, water generated from dredging operations; water generated from sediment dewatering and processing activities including water that accumulated due to rain and storm events, and water from washing or rinsing activities.

1.02 PRE-CONSTRUCTION SUBMITTALS

A. Contractor shall submit detailed written description, design drawings of facility layout, storm water control, treatment of the dredge material management and processing, and transport to disposal facility. Contractor shall submit a Transload Transport and Disposal (TTD) Work Plan for review and approval by the Agencies at least 30 days prior to dredging. The TTD Work Plan shall include all Best Management Practices (BMPs) and requirements described in the permits. See Appendices B through J. Plans shall be a part of the Dredging and Disposal Work Plan as specified in Section 35 20 23 – Dredging.

1.03 CONSTRUCTION SUBMITTALS

A. Submit as part of the Daily Report the following information:

1. Daily sediment processing activities, including daily and cumulative quantities of sediment and debris received and sent off site for disposal.

2. Documentation of percentage of any stabilization or drying agent utilized, including deliveries of any drying/stabilization agents if used.

3. Documentation of daily inspection of the sediment processing area and any corrective actions.

B. The Contractor must submit to the Port copies of all Certificates of Disposal to account for and demonstrate the disposal of all dredged material in relation to Section 35 20 23 Dredging. Certificates of Disposal for all dredged material must be submitted to the Port no later than three (3) calendar days after the material has been delivered to the Disposal Facility.

C. Contractor must submit to the Port copies of all manifests, weight tickets, and other documentation to demonstrate and track the final disposition of the dredge material and dredge debris at a disposal facility. The documentation must track the material from the point of leaving the Work Site to the final disposal at the Disposal Facility.

D. Contractor must submit empty barge displacement measurements following offload of each dredge material and dredge debris barge and corresponding tonnage of material removed at transload facility.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL

A. Contractor shall conduct all dredged material transloading, processing, dewatering operations in accordance with the water quality requirements as described in Section 01 41 00 – Regulatory Requirements.

B. Contractor shall install turbidity controls as required to meet water quality requirements as specified in Section 01 41 00 – Regulatory Requirements.

C. Contractor shall implement measures to prevent dredged material from being misplaced on land or in the waterway during material delivery, storage, and loading and unloading.

D. Wharf decking, spill aprons, and all other surfaces that come into contact with dredged sediment and associated water must be solid impermeable materials.

3.02 SEDIMENT PROCESSING AREA AND STOCKPILE AREAS

A. Contractor shall use the area(s) shown on the Drawings for sediment processing, material laydown and stockpiling, water management, water treatment system. Treatment system must be designed to meet the discharge criteria of the Construction Stormwater permit. Contractor may propose additional areas and/or alternate layouts as part of the Dredging and Disposal Work Plan. No direct discharge of untreated effluent from the sediment processing and stockpile area to the receiving waters is allowed.

B. The sediment processing area shall be watertight and capable of containing all liquids generated within the area including water generated from storm events.

C. Contractor shall seal all cracking, spalling, and jointing in existing pavement within the sediment processing area. Sediment processing working surface shall be free of damage or other features that could result in water infiltration into the underlying ground surface or spillage outside of the sediment processing area.

D. Contractor shall provide subareas and features with the sediment processing area including, but not limited to the following items:

1. Mixing Area: The mixing area shall be for the physical mixing and processing of dredged sediment and debris to meet the requirements for over road transport and disposal facility acceptance criteria if needed.

2. Stockpile Area: The stockpile area shall be for stockpiles of processed sediments and debris for both curing/passive dewatering and ready-to-transport materials. The area shall be comprised of physical bins or areas capable of holding adequate volume to remain productive and avoid schedule delays.
3. Dewater Treatment Area: The dewater treatment area shall be dedicated to dewater treatment operations and be of sufficient size to house the dewater treatment system and associated equipment in accordance with Section 01 57 13 TESC and Project SWPPP and Construction Stormwater General Permit.
4. Sumps: Sumps shall be located within the processing area to collect liquids including, but not limited to, sediment dewatering liquids, stormwater run on, and liquids generated during sediment removal activities. The number, size, and location of sumps with appropriately sized pumps and piping shall be installed to allow for the effective collection and transfer of liquids. Liquids shall be transferred to the temporary treatment system to avoid dewater effluent breaching or flooding the processing area and to provide effective utilization of the sediment processing area to avoid schedule delays.

E. The Contractor shall inspect and maintain all features of the sediment processing area, including but not limited to, the working surface, sumps, pumps, and hoses at least once per shift. Damage to the working surface or other features that could result in water infiltration into the underlying ground surface or waterway or spillage outside of the sediment processing area shall warrant a stop work. Work shall not resume until the working surface containment feature is repaired and/or replaced to the satisfaction of the Port.

F. The sediment processing area shall not be used for storage or stockpiling of clean materials or equipment unless the surface area is decontaminated, and the area protected from possible recontamination to the satisfaction of the Port.

3.03 DREDGED MATERIAL UNLOADING

A. Contractor shall provide all equipment, materials, and labor to construct and maintain the unloading area(s) utilizing the areas shown on the Drawings for the duration of the Work.

B. Contractor shall install and maintain spill apron(s) during unloading dredged material from barges. Spill apron shall collect and contain material dripped from the bucket during dredged material barge unloading. The apron shall be sized and positioned to collect spillage and stormwater and direct spillage either back into the barge or onto the land side sediment processing area. No spillage shall be allowed to enter the Hylebos Waterway during unloading or other site operations.

C. Contractor shall continuously monitor for any spillage or misplaced material during unloading operations. Spills outside of the spill apron(s) or spills outside of the sediment processing area shall be cleaned up immediately and reported to the Port immediately.

D. Contractor shall minimize the amount of entrained water within the dredged sediment being unloaded and transferred from barges.

E. Contractor shall unload dredged sediment and debris from barges at a rate sufficient to minimize spillage and maintain the production requirements and the project schedule.

F. Barges shall be unloaded in a manner that does not cause damage to the barge or create an unsafe situation/spillage of the dredged material or debris.

G. The exterior deck of barges transporting sediment and debris shall be clean and free of sediment and debris before departing the unloading area. Sediment and debris may be washed into the barge, but under no circumstances shall either be allowed to be washed over the side into the waterway.

H. Contractor shall use a clamshell/bucket, environmental bucket, or excavator bucket approved by the Port that prevents or minimizes leakage during transfer between barge and the sediment processing area. Other means of transfer/unloading of dredged material and debris must be pre-approved by the Port.

I. The unloading areas and spill apron(s) and components shall be inspected daily at a minimum or as directed by the Port. Any necessary repairs or replacement shall be implemented immediately to the satisfaction of the Port. The Port may elect to Stop Work activities at the Site in the event the spill apron(s) and components do not meet the satisfaction of the Port.

3.04 DREDGED MATERIAL MANAGEMENT

A. Contractor shall furnish all supervision, labor, materials, and equipment necessary for, or incidental to, the following:

1. Dewatering of dredged material in preparation for off-site transport and disposal. Contractor must sufficiently dewater the dredged material to make it stackable.

2. Stockpiling material securely covered with impermeable material in accordance with the Drawings and to the satisfaction of the Port at the end of each workday, when materials are not actively being placed or removed, during precipitation events, and/or within 30 minutes of notification from the Port. Such covering activities shall be conducted as requested and the be considered incidental to the Work.

3. Contractor must add 20% by weight, mix additives with the dredged material to bind available water during offloading, stockpiling, or dewatering activities. However, the Contractor is solely responsible for determining whether the Disposal Facility will accept the contaminated sediment with the proposed additives for disposal. The Contractor has sole responsibility for cleanup and damage costs related to the use of additives.

4. Loading of material for off-site transport for disposal per section 01 74 16 Soil Characteristics and Waste Management.

5. The washing or rinsing and sizing of miscellaneous debris, if in contact with dredged material, removed prior to or during active dredging and the subsequent segregation by material type and/or size, stockpiling, and off-site transport of debris for disposal at Owner-approved disposal facility in accordance with 01 74 16 Soil Characteristics and Waste Management.

3.05 UPLAND TRANSPORTATION OPERATIONS

A. Contractor must load, transport, and dispose of dredged material and dredged debris at a Port approved Subtitle D disposal facility.

B. Contractor must employ all BMPs as described in 01 57 13 , and included in the permits when transporting dredged material and dredged debris to the disposal facility.

C. Dredged material and dredged debris must be tarped and adequately secured in watertight containers, to minimize release of odors and dust and to prevent spillage during transport, to the satisfaction of the Port.

D. Contractor is responsible for preparing and signing all manifests and obtaining acceptances for the transportation of all materials. Waste manifests (or Certificates of Disposal from the disposal facility) must be provided to the Port. The Contractor must provide sufficient documentation to track all material from the work site to the disposal facility.

3.06 RESTORATION OF SEDIMENT PROCESSING AREA

A. Contractor shall be responsible for the removal and disposal of all temporary construction features at the end of the Work and restoring the areas to the pre-construction conditions or better as determined by the Port, unless otherwise approved in writing by the Port.

B. Contractor shall be responsible for returning asphalt or concrete areas to the preconstruction conditions or better as determined by the Port.

END OF SECTION

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PART 1 GENERAL

1.01 REFERENCES

A. Refer to the appendices for the references except for reference to the American Society of Testing and Materials (ASTM) and Washington State Department of Transportation (WSDOT).

B. ASTM D6913 - Standard Test Methods for Particle-Size Distribution

1.02 DESCRIPTION OF WORK

A. This Section describes the general requirements for the placement of clean residuals management cover (RMC) over areas A and B at the Tru-Grit site following dredging. Work consists of sourcing, procuring, testing, transporting RMC backfill material to the work area along with the placement of the post-dredge RMC within designated portions of the work area as shown on the Drawings.

B. The Contractor shall provide all supervision, labor, tools, materials, equipment, services and appurtenances necessary for, or incidental to, the placement of post-dredge backfill in the areas of the Tru-Grit site shown on the Drawings to the required elevations and grades as described on the Drawings and these specifications in compliance with the Dredge Material Management Program Antidegradation policy.

C. Imported materials shall be free of chemical contamination, sampled, and tested by Contractor, and approved by the Port prior to delivery to the Site. Changes in source(s) and/or cover materials during the Work is prohibited without prior approval by the Port.

1.03 DEFINITIONS

A. Post-Dredge RMC: Results of the sediment characterization indicate the post-dredge sediment surface at the Tru-Grit site may have elevated concentrations of chemicals of concern exceeding the Sediment Quality Standards. The Post-Dredge RMC is the clean layer that will be placed over top of the post-dredge sediment surface where required to improve surface conditions to comply with the State of Washington’s antidegradation policy.

1.04 PRE-CONSTRUCTION SUBMITTALS

A. Contractor shall submit detailed written description of the post-dredge RMC placement methods as part of the Dredging and Disposal Work Plan as specified in Section 35 20 23 – Dredging.

B. Contractor shall submit the following information for the cover borrow source at least 14 days prior to delivery of materials to the Site.

1. Present the source(s) (quarry) of RMC material, including name, address, and contact information for each source.

2. Analytical results of chemical and physical testing as described herein for material obtained from each source. All testing shall be performed by an independent laboratory, approved by the Port.

3. Anticipated schedule for delivery of all backfill materials to be delivered to the Site.

1.05 CONSTRUCTION SUBMITTALS

A. Submit daily and cumulative weights for cover materials delivered to the Site. Imported quantities shall be based on material weight slips, unless otherwise approved by the Port.

B. Submit daily and cumulative RMC placement coverage map.

C. Daily Report: Keep a daily record of equipment used; description of activity as identified by dredge area and coordinates; quantity of RMC placement that day and to date; the location of placed RMC material in the project coordinate system; area of RMC material placed (reported in square feet); thickness of RMC material placed; any downtime and delays to the operation; cause of any downtime and delays; health and safety performance; results from water quality monitoring, daily progress survey, and a summary of other details of the work. The report shall include the results of all inspections, surveys and monitoring activities and shall be signed by the Contractor's dredging superintendent or quality control manager. This daily record shall be submitted to the Port with a transmittal letter the morning following completion of work on the date of the Daily Report.

PART 2 PRODUCTS

2.01 GENERAL

A. Provide all required RMC material for the work. RMC material shall be of the quality, size, shape, and gradation as specified.

B. Inspection of Materials at the Work Site: visually inspect truck or barge loads of imported RMC material upon delivery. Inspect material for the presence of foreign, recycled, or reprocessed material. The Port may, at any and all times, perform an independent inspection. RMC material may be rejected if identified as substandard or if test results show it to be substandard. In the event of rejections, it shall be the responsibility of the Contractor to remove all rejected material from the Work Site.

C. Collect certified tickets from the borrow source for each load of material brought to the Work Site. Submit tickets to the Port as part of the Contractor's Weekly Construction Report.

2.02 RESIDUALS MANAGEMENT COVER MATERIAL

A. RMC Material shall consist of granular material, either naturally occurring or processed. The aggregate shall be sourced from an approved supplier listed in the most current WSDOT Aggregate Source Approval Report. Reclaimed aggregate shall not be used.

B. The aggregate shall be graded to conform to the following requirements expressed as percentages by weight:

	Percent Passing	
Sieve Size	Min	Max
2”	75	100
No. 4	50	80
No. 40	-	30 max.
No. 200	-	7.0 max.
Sand Equivalent	50 min	-

2.03 MATERIAL TESTING REQUIREMENTS

A. Contractor shall coordinate testing and Port review so as not to delay the project schedule.

B. Chemical characteristics of imported RMC material shall not exceed the published marine screening levels for the chemicals of concern presented in Table 3.1 of the Port of Tacoma – Tru-Grit Site Interim Action Plan. Materials brought on Site by Contractor that do not meet these criteria will not be accepted and shall be legally disposed of off Site by the Contractor at no cost to the Port. Any on-site material or Work adversely impacted by the presence of contaminated borrow materials shall be removed, replated, or repaired by Contractor at no cost to the Port.

C. Contractor shall employ and pay for services of an independent, Port-approved laboratory to perform the testing listed in Table A.

1. TABLE A

Material	Required Testing	Test Method	Frequency
RMC	Grain Size	ASTM D6913	1 per borrow source 1 per 500 cubic yards
RMC	Chemical Characteristics		1 per borrow source 1 per 500 cubic yards

D. Contractor shall submit all laboratory testing reports to the Port within 24 hours of receipt.

PART 3 EXECUTION

3.01 GENERAL

A. Contractor shall conduct all backfilling operations in accordance with the water quality requirements as described in Section 01 41 00 – Regulatory Requirements.

B. Contractor shall install turbidity controls as required to meet water quality requirements as specified in Section 01 41 00 – Regulatory Requirements.

C. Contractor shall begin RMC placement within 48 hours upon receiving approval from the Port, unless otherwise directed by the Port. Approval includes post-dredge survey and post-dredge sediment sampling as specified in 35 20 23 - Dredging

D. Contractor shall load RMC material barges and trucks evenly to avoid tipping or potential unsafe conditions. Loaded equipment shall not exceed more than the designed capacity of the equipment to prevent overflow of materials.

E. Underwater stockpiling and underwater dragging or rehandling of RMC material is prohibited.

F. All RMC material shall be placed from the bottom of the slope to the top of slope. Additionally, the Contractor shall sequence work starting RMC placement on the steepest slopes and progressing to the shallowest slope areas of the Work Site. RMC material shall be placed in lifts not greater than 12-inches in thickness

3.02 EQUIPMENT

A. Contractor shall operate marine equipment in a controlled manner at all times.

B. Equipment shall be selected based on the conditions present at the site. Grounding of marine equipment or vessels is not permitted. Contractor shall select the appropriate equipment such that an adequate draft is maintained at all times.

C. Contractor shall maintain floating platforms, materials scows, and associated equipment to meet the requirements of the Work and all applicable in-water regulations, including the prompt repair of equipment failures.

D. Contractor shall establish an accurate method of horizontal and vertical control before RMC placement commences and, at a minimum, placement equipment shall be equipped with Real-Time Kinematic-Global Positioning System (RTK-GPS). Identify the minimum required output as well as the precisions and instrumentation requirements to monitor the equipment’s status at all times in accordance with the US Army Corp of Engineers National Dredging Quality Management Program (DQM).

E. RMC placement, and monitoring of the placement must be implemented using the USACE Dredging Quality Management (DQM) system. Contractor's DQM system must have been certified by the National DQM Support Center (DQM Center) within one calendar year prior to the initiation of the dredging / discharge / RMC placement. The Contractor is responsible for ensuring that the DQM system is operational throughout the dredging / RMC placement and that the project data is submitted to the DQM Center in accordance with the specifications provided at the DQM website at the time of construction.

F. Contractor shall clean and decontaminate all equipment that has become exposed to contaminated materials or potentially contaminated materials prior to using this equipment for handling of clean RMC material.

3.03 SURVEYS

A. RMC Placement Surveys

1. Post-dredge surveys shall provide the basis and elevations used in planning the placement of the RMC material. If the post-dredge survey was conducted twenty-one days or more prior to the start of RMC placement, the Contractor shall re-survey the area if directed by the Port.

2. The post-dredge survey, sediment testing, and contingent re-dredging for each completed area must be approved by the Port before RMC placement can commence.

3. Contractor shall conduct a post-RMC placement bathymetric survey of the RMC areas when the Contractor considers work complete in accordance with the Drawings and these Specifications. Contractor shall submit surveys to the Port for review and approval.

4. Each post-RMC placement survey shall cover the entirety of the completed RMC area and shall extend a minimum of 50 feet beyond the required cover placement limits.

5. Contractor shall schedule all surveys accordingly to allow time for the Port to review. No work shall be performed in an area until the required surveys for that area have been reviewed by the Port and authorization to proceed has been granted.

6. The same survey method shall be used for both the post-dredge surveys and the post-RMC placement surveys for any given area unless otherwise approved by the Port.

7. Contractor shall perform Quality Control checks during RMC placement to verify the required RMC thickness is being achieved. Quality Control checks may consist of, but are not limited to, catch pans, cores, or progress surveys. Results of Quality Control checks may require the Contractor to modify placement techniques, should the results indicate inadequate coverage or placement outside of the allowed tolerances.

8. During placement, the Contractor shall record position (X and Y) for location of material placed to a data file. Daily Bucket placement files shall be submitted to the Port on a weekly basis.

9. The post-RMC placement surveys shall be used as the basis of acceptance of Work by the Port. Surveys shall be reviewed and approved by the Port before Work will be considered complete. Within each area, the Contractor shall meet the depths and grades over 90% of the respective area at a minimum. If high/low spots remain contractor may be required to fill/remove those areas at no additional cost to the Port. Confirmation of additional removal or placement shall be via resurvey.

10. If the comparison of the post-dredge and post-RMC survey indicates that the required backfill material extent, thickness, or grades have not been achieved within the acceptable tolerances as described in the Drawings and as determined by the Port, the Contractor shall place and/or remove RMC material in the identified areas if deemed necessary as determined by the Port. Following additional placement and/or material removal, the identified areas shall be resurveyed and re-checked by the Port. The resurveying shall be conducted at no additional cost to the Port. Removal of RMC material shall be conducted at no additional cost to the Port.

3.04 RMC PLACEMENT

A. RMC placement shall be performed in Areas A and B as indicated on the Drawings.

B. RMC Volume Calculation Method Procedures: The volume of RMC material to be placed over a given area shall be calculated using the dimensions of the area to be covered and the minimum required RMC thickness and grades shown in the Drawings. RMC thickness shall be controlled by evenly distributing the calculated volume of RMC material over the associated area at the required grades. The final RMC thickness and grades shall not exceed the given tolerances presented on the Drawings.

C. The RMC material shall be placed in a manner to minimize disturbance and mixing of the native sediment. The RMC material shall have the minimum thickness and grades as shown on the Drawings.

D. RMC material placement activities shall be completed with mechanical equipment. Equipment to be used for RMC placement shall place the materials in a manner that does not disturb the subgrade. Placing RMC material by use of a bottom dump barge is not allowed.

E. Contractor shall monitor the RMC material placement work throughout the course of placement for depth, slopes, location, and tolerances. The Contractor shall be responsible for damages due to over placement or placing RMC material outside the specified limits for RMC material placement.

F. Any RMC material that is placed outside of the specified areas as shown on the Drawings will not be paid for and the Contractor may be required to remove such misplaced material and deposit it where directed at no additional cost to the Port.

G. Best Management Practices: During RMC placement activities, the following BMPs shall be implemented to minimize water quality impacts:

1. Set volume, tonnage, lead line measurements, bucket placement maps, topography, bathymetry information or similar will be used to confirm adequate coverage during and after material placement.

2. RMC material shall meet these specifications regarding fines content to minimize the potential for elevated turbidity in receiving waters during placement.

3. RMC materials shall be placed uniformly.

END OF SECTION

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PART 1 GENERAL

1.01 REFERENCES

A. Refer to the appendices for the references except for reference to the American Society of Testing and Materials (ASTM).

1. Water Quality Monitoring and Protection Plan (WQMPP)
2. Water Quality Certification
3. Sediment Analytical Results
4. Anchor QEA – Compliance Monitoring and Contingency Response Plan (CMCRP)

1.02 DESCRIPTION OF WORK

A. This Section describes the general requirements for maintenance dredging, transportation of dredged sediments and dredged debris to an off-site transload facility.

B. Dredging work includes completing the required dredging of sediments from within the dredge areas at the Tru-Grit site as shown on the drawings.

C. All dredged sediments at the Tru-Grit site are considered contaminated for the purpose of the work and are not suitable for open-water disposal.

D. Work under this Section includes furnishing all labor, materials, tools, equipment, and incidentals required for mechanical dredging, in-water transportation, water quality monitoring, and haul barge transloading of dredged sediment and debris as described in these Specifications and in the Drawings. Perform the dredging work using mechanical dredging methods to the required elevations and grades shown in the Drawings. Transport dredged material from the Tru-Grit site by haul barge to a Port-approved off-site transload facility.

E. Material in transfer must be fully contained by four walls. The use of sandbags or other modifications to barges or scows to fully contain material is not permitted.

F. Dredging: The required dredge depths are shown on the Drawings. Final dredge depths shall be no higher than those shown on the Drawings. The maximum allowable overdredge is 2 feet. The payable overdredge depth (depth below Design Dredge shown on Drawings) is 1 foot.

G. Post-Dredge sediment testing: Sediment sampling and testing will be performed by the Port after post-dredge survey confirms areas have been dredged to the depths shown on the drawings. Sediment testing and contingency re-dredging must be complete prior to starting RMC placement.

H. Contingency Re-Dredging: Contractor may be required to perform contingency re-dredging based on the results of sediment testing. Dredging would be to a depth beyond the required dredging depth as dictated by the results of sediment testing.

I. Settlement Monitoring: Contractor must provide settlement monitoring of the existing concrete south dock by a third-party surveyor. Settlement monitoring must be performed before, during, and after construction activities, with instrumentation installed to document vertical and lateral displacements. Particular attention must be paid during dredging activities. The program must provide baseline readings prior to in-water work, regular intervals during in-water work, and final readings post-completion to ensure asset protection and identify any adverse impacts.

1. Monitoring duration must continue for the life of in-water work until acceptance of the RMC placement.

1.03 DEFINITIONS

A. Debris: Any solid waste materials other than dredged material excavated as part of the dredging operations, such as logs, wire, cable, steel bands, anchors, lumber, trash, timber piles, riprap, concrete, etc. Debris shall be disposed at a Port-approved upland landfill facility and in accordance with applicable local, state, and/or federal regulations.

B. Required Dredging: Removal of material, including associated side slopes, to the minimum depth within the dredge area as shown on the Drawings.

C. Payable Overdredge Depth: Dredging up to 1 foot below the depth of Required Dredging will be paid. Payment will not be made for removal of material deeper than 1 foot below the depth of Required Dredging.

D. Excessive Dredging: Dredging of material outside of the dredge limits or deeper than prescribed contingency re-dredging and the maximum allowable overdredge depth is considered Excessive Dredging. Excessive Dredging shall be repaired by the Contractor at no cost to the Port. No payment shall be made for removal, management, transportation, or disposal of Excessive Dredging and Contractor will be responsible for any required corrective action as a result of Excessive Dredging, including, but not limited to, replacing materials or slope stabilization and fines or penalties that may be levied by regulatory agencies due to excessive dredging.

E. Contingency Re-Dredging: Dredging of additional material to a specified depth which may occur if sediment testing completed by the Port does not meet threshold criteria per the CMCRP.

F. Post-Dredge sediment testing: Sediment sampling and testing performed by the Port after post-dredge survey confirms areas have been dredged to the depths shown on the drawings.

G. Slough Area: The area outside the footprint of the dredge area that may slough into the footprint of the dredge area following dredging. The Contractor shall assume this slough area to be a slope as shown on the Drawings. Material sloughed into the dredge prism area from the side slopes shall be removed by the Contractor up to the time of completion and prior to conducting the post-dredge survey to achieve the minimum elevations of the Required Dredging.

H. Unsuitable Material: Dredged Material from the Tru-Grit site is deemed “unsuitable” and must be disposed of at a Port-approved upland landfill facility in accordance with applicable local, state, and/or federal regulations.

1.04 PRE-CONSTRUCTION SUBMITTALS

A. Dredging and Disposal Work Plan (DDWP):

Submit a detailed written Dredging and Disposal Work Plan (DDWP) to address activities associated with dredging, transport, transloading, sediment processing, and disposal of sediments and debris, placement of residuals management cover (RMC) material, and structure monitoring. The plan must be submitted to the Port at least four weeks prior to the scheduled pre-dredge conference. Dredging shall not begin until: (1) the DDWP has been reviewed and approved by the Port and applicable regulatory agencies; (2) agency-required notifications have been completed in accordance with the permits; and (3) the Contractor schedules and attends a pre-dredge conference with the Port, U.S. Army Corps of Engineers (USACE), and other permitting agencies as required by the permits and receives agency approval to begin dredging as a result of that conference. The DDWP must be submitted to the USACE at least two weeks prior to the pre-dredge conference. At a minimum, the DDWP shall contain the following:

1. Work Sequence and Equipment

a. Equipment identification, including the number, types (and names if applicable), and capacity of equipment to be used including: dredges, tugboats, workboats, water treatment barge (if used), haul barges, other marine vessels, and land based equipment used for transport and transloading.

b. Work sequence: prepare a construction schedule that identifies the timing and sequencing of the major activities and milestones of dredge work, including, but not be limited to, dredge phasing, timing and sequencing for mobilization, start of dredging, completion of dredging, post-dredge survey, time for sediment sampling, contingency re-dredging, start of RMC placement, completion of RMC placement, post-placement survey, contingency RMC placement, dewatering duration, in-water transportation duration, start of transload operations, anticipated material delivery and processing rates, duration of transloading, and completion of demobilization activities.

c. Hours of operation.

d. Methods for coordination with Port tenants throughout completion of the work.

e. Primary Contact

2. Methods, procedures, and controls to protect existing Port, utilities, and other facilities against damage.

3. Positioning and Surveys

a. Layout of the work and positioning of dredge equipment.

b. Identify the minimum required output as well as the precisions and instrumentation requirements to monitor the mechanical dredge's status at all times in accordance with the US Army Corp of Engineers National Dredging Quality Management Program (DQM).

c. A survey plan and equipment description. Once approved, the same method shall be used for all subsequent surveys.

4. Means and methods for completion of Required Dredging, barge dewatering, in-water transportation, transloading, dredge material management and processing, and disposal activities:

a. Methods, procedures, and equipment to be used for all Required Dredging activities.

b. Procedures and equipment for collecting and disposing of submerged and floating debris encountered during dredging and other over-water activities.

c. In-water transport route to the transload facility for unsuitable material.

d. Methods, procedures, and equipment to be used for anchoring floating equipment.

e. Methods to be used to ensure that complete dredging coverage of contaminated surfaces is achieved and that the amount of time a dredge bucket removing contaminated material swings over clean area is minimized.

f. Methods, procedures, and equipment to be used to provide lights, lighted buoys, or other required markings to warn other vessels of presence of floating equipment and anchoring lines.

g. Notification and procedures to be used for moving dredging equipment to accommodate inbound and outbound commercial vessel traffic using the surrounding waterway. The operations of commercial business shall have precedence over related bid items of work in accordance with Section 01 14 00 – Work Restrictions.

h. Methods, procedures, and equipment to be used for all barge dewatering activities of dredge sediment and dredge debris as necessary.

i. The type and make of the turbidity curtain system, including the turbidity curtain layout, dimensions and how the system will operate. Include the turbidity curtain anchoring plan and how the turbidity curtain will be attached to the pier structures. Include methods and procedures for inspection, maintenance, and repair of turbidity curtain system during construction.

j. Methods, procedures, and equipment to be used for in-water transportation of dredged sediment and dredged debris to the transload facility, including procedures for preventing release of sediment and water during transportation. Include drawings that show the proposed concept for providing watertight containment of all dredged material in route from the Work Site to the transload facility. Also include documentation of successful leak testing or water tightness of the dredged material containment system used on the disposal barge prior to start of transloading.

k. Transload facility location and copies of existing permits and approvals for operation of the facility to transload dredged materials.

l. Site plan layout of transload facility identifying sediment processing and stockpile areas, including mixing area, stockpile area, Temporary Water Treatment Area, equipment/boot washing/rinsing area, sumps, truck routes, and all other components required for material management and processing.

m. Methods, procedures, and equipment to be used for dewatering of dredged material in preparation for off-site transport and disposal and stockpiling materials, including procedures for meeting federal, state, and local regulations.

n. Methods to be used for record keeping related to transport and disposal of dredged material.

o. Methods, procedures, and controls to be used to ensure that trucks used to haul dredged sediment and dredged debris to the upland disposal facility and upland landfill facility are sealed and watertight.

p. Information gathered through coordination with the upland disposal facility and upland landfill facility regarding constraints on material receiving capacity, hours of operation, and delivery logistics used for project planning.

q. Methods, procedures, and equipment to be used for loading trucks, and upland transport of dredged sediment to the upland disposal facility and dredged debris to the upland landfill facility, including procedures for meeting federal, state, and local regulations.

r. Methods of transportation to be used, transport times, and methods employed to ensure safe transportation of the materials from the transload facility to the upland disposal facility and upland landfill facility.

s. Upland disposal facility proposed for disposal of dredged sediment.

t. Upland landfill facility proposed for disposal of dredged debris.

u. Copies of current scale certification documentation from the disposal facility.

5. Means and Methods for RMC Placement:

a. Present the source (quarry) of RMC material, including name, location, ownership, material supplied, and contact information.

b. Provide a list of the laboratory/laboratories that will be conducting the testing of RMC material, including name, location, ownership, laboratory certifications, list of tests to be performed, list of analysis methods and standards, and contact information.

c. Describe the methods, procedures, and equipment to be used for RMC placement.

d. Describe the methods, procedures, and equipment to be used for transport of RMC material to the Work Site.

e. Describe methods and means for determination of thickness of RMC material.

6. Best Management Practices, Environmental Monitoring, and Spill Containment:

a. The work shall meet the requirements and procedures specified in the WQMPP. Provide written acknowledgement of understanding of all requirements and procedures contained in these documents with respect to water quality monitoring, best management practices (BMPs), and notification procedures associated with dredge operations.

b. BMPs proposed by the Contractor during dredging, barge dewatering, in-water transportation of dredged sediment and dredged debris, transloading, and RMC placements. Provide in addition to the BMPs listed in these Specifications and the permits.

c. Environmental monitoring, including procedures for emergency spill containment and removal operations in accordance with Washington State Department of Ecology and permit requirements.

d. Proposed methods and procedures for monitoring water quality in strict compliance with the WQMPP.

e. The means, methods, and procedures that will be used to prevent water quality requirement exceedances, and what contingency actions will be taken to restore compliance with water quality requirements should water quality exceedances occur during completion of dredging, barge dewatering, and in-water transportation activities.

f. The personnel and equipment that will be used to monitor water quality during the course of the work.

g. A Stormwater Pollution Prevention Plan (SWPPP) for operation of the transload facility meeting National Pollutant Discharge Elimination System (NPDES) requirements.

7. Contractor Quality Control: Organization chart with key personnel and supervisory chain. At a minimum, identify the following key personnel: superintendent, quality assurance representative, health and safety representative, dredge operator(s), water quality monitoring lead (or the firm hired to conduct monitoring), hydrographic survey lead (or the firm hired to perform daily progress surveys), and other key personnel deemed necessary for the successful implementation and completion of the work.

8. Water Quality Protection, Monitoring, and Notifications Procedures

a. The Contractor shall be subject to the requirements and procedures specified in the WQMPP, Water Quality Certification, and the DMMP Suitability Determination. Provide written acknowledgement of understanding of all requirements and procedures contained in these documents with respect to water quality monitoring, BMPs, debris management, and notification procedures associated with dredge operations. Written acknowledgement shall be provided in the form of a signed letter from the Contractor to the Port of Tacoma as well as Attachment A to the Water Quality Certification signed by all Contractor personnel with the ability to control work.

b. Proposed methods and procedures for monitoring water quality in strict compliance with WQMPP.

c. The personnel and equipment that will be used to monitor water quality during the project.

d. Contingency measures to be implemented if water quality violations occur.

9. Settlement Monitoring Program of Existing Concrete South Dock

a. At a minimum, the Settlement Monitoring Plan must address the following: responsibilities and authority for all phase of the monitoring program; types (including detailed manufacturer data), purpose, and location of each instrument; installation procedures(detailed below) and documentation; instrument reliability and limitations; calibration and maintenance, in accordance with manufacturer's requirements; redundancy; backup instruments/parts; baseline data; data collection frequency; visual observation; data processing and reporting including example tables and plots; and threshold values and response actions.

Include a description of the organizations and individuals that will be involved in the settlement monitoring activities, including planned duties, responsibilities and authorities of the organizations and individuals, and contact information for organizations and key individuals. Surveying must be conducted by a third party licensed Professional Land Surveyor (PLS) in the state of Washington.

1.05 CONSTRUCTION SUBMITTALS

A. Submit copies of waste profiles, waste manifests, bills of lading, landfill trip tickets, weight tickets and receiver tickets for all dredged sediment transported to the upland disposal facility.

B. Submit copies of all surveys in CAD format and as specified in 01 71 23 Field Engineering and Survey.

C. Daily Report: keep a daily record of equipment used; description of activity as identified by dredge area and coordinates; quantity of sediments dredged that day and to date (reported in cubic yards); the estimated quantity of dredged sediments and dredged debris transported to the transload facility (based on in-situ cubic yards); any downtime and delays to the operation; cause of any downtime and delays; health and safety performance; results from water quality monitoring, daily progress survey, and a summary of other details of the work. The report shall include the results of all inspections, surveys and monitoring activities and shall be signed by the Contractor’s dredging superintendent or quality control manager. This daily record shall be submitted to the Port with a transmittal letter the morning following completion of work on the date of the Daily Report.

D. Weekly Report: summarize the week's work in a weekly report submitted to the Port the following Monday morning. Identify work completed to date, anticipated work to be completed in the present week, results from water quality monitoring, and include the latest Progress Survey.

E. Closure Report: prepare a closure report that summarizes all the weekly reports and identifies Contractors estimates of dredge volume, dredge sediment volume disposed at the upland disposal facility, dredge debris volume disposed at the upland landfill facility, RMC placement volume and thickness, water quality monitoring, and bucket map for dredging and RMC placement.

F. Water Quality Monitoring Test Results

G. Settlement Monitoring Data Reports

1.06 JOB CONDITIONS

A. Subsurface investigation reports and descriptions of the sediment to be dredged are available as reference documents as noted in 00 31 00 Available Project Information.

B. The Contractor shall anticipate inherent delays while conducting dredging, transloading operations, and RMC placement in the waterway. Inherent delays are primarily due to commercial shipping traffic within the shipping channel. Commercial shipping traffic shall have precedence over the Contractor’s activities and may require them to stop, move, adjust, and/or slow down to accommodate vessel movement. The Contractor shall make allowance in its construction schedule for delays or interruptions due to vessel movement within the shipping channel in the waterway. The bid prices shall include allowances for such inherent delays.

C. The Contractor shall satisfy itself regarding the nature of materials present at the site prior to bidding. The type of materials encountered at the site may vary from the conditions described in the appendices and reference drawings. Variations in the type of materials encountered may occur that differ materially from those indicated in these Specifications, and if encountered, will not be considered as basis for claims due to differing Work Site conditions.

D. Any damage to the existing Tru-Grit structures or other over-water structures at the Port and/or other existing facilities caused by the Contractor's operations or neglect, shall immediately be repaired to the pre-project condition at no cost to the Port.

E. Condition Survey of Existing Structures: The Contractor and Port shall review and verify the condition of adjacent structures and appurtenances adjacent to the work areas prior to beginning work to ascertain existing conditions. Any damage documented as a result of the Contractor’s activities will be repaired at no additional cost to the Port.

F. Utilities: Contractor must locate all utilities within the project area prior to construction. Vessels and equipment must be operated and anchored in a safe manner to avoid utilities and infrastructure. Placement of spuds and/or anchors and movement of vessels, construction machinery, and equipment over pipes, utilities, and infrastructure during construction is at the Contractor’s risk. Contractor must report any damage to utility lines or infrastructure immediately to the Port.

G. The Port's tenants shall have access along the Work Site and to the portion(s) of the marine facilities not being worked on for the duration of the construction contract. Conduct operations in a manner that will minimize interference with those activities.

H. The Blair Waterway, Hylebos Waterway, and Commencement Bay are active navigation corridors used for transport of deep draft commerce activities. These activities shall take priority over the Contractor’s operations. The Port’s tenants and other entities using the waterway must have access along the project site for the duration of the construction contract. The Contractor shall conduct is operations in a manner that will minimize interference with those activities. In the event the Contractor's construction equipment (dredge, dump scows, tug, barges, workboats, anchors, lines, etc.) obstructs a navigable waterway so as to hinder movement of commercial vessels, the equipment shall immediately be moved to facilitate the shipping activity. Any damage to the Contractor's equipment in navigation lanes due to the Contractor's failure to move when required shall be at the Contractor's sole risk and expense.

I. Security Concerns: For security and vessel navigation concerns, the Contractor shall give notice and receive required approval from the Port prior to berthing at any location along the Blair Waterway. The Contractor shall notify the U.S. Coast Guard (USCG) as required to comply with USCG and Port regulations for operating within the Blair Waterway, Hylebos Waterway, and Commencement Bay.

1.07 MISPLACED MATERIAL

A. Promptly recover and remove any material, barge, machinery, equipment, or appliance that is lost, dumped, thrown overboard, sunk, or misplaced during the execution of the work. Immediately notify the Port verbally, followed by written confirmation, of the description and location of such obstructions and mark and buoy such obstructions until they are removed. Should the Contractor refuse, neglect, or delay compliance with this requirement, such obstructions may be removed by the Port or its agents, and the cost of such operations may be deducted from any money due to the Contractor or may be recovered from the Contractor's bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without his fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of 3 March 1899 (33 U.S.C. 410 et seq.).

B. The Contractor shall be responsible for any fees, fines, penalties or other costs resulting from misplaced materials. The Contractor shall also be responsible for removing accumulated spilled dredged materials, including RMC material, in the waterway even if the material is located beyond the project dredging limits. Contractor shall notify the Port and coordinate with the Port and Agencies before spilled material can be removed.

1.08 DREDGING AND DISPOSAL REGULATORY COMPLIANCE

A. Permits and Compliance. The Contractor shall be responsible to adhere and conform to all applicable provisions, conditions, and requirements of the permits:

1. Permits that include conditions for dredging are provided in the appendices of these specifications.

2. The Port will notify various regulatory agencies prior to commencing dredging, as required by the project permits. These notifications typically include the USACE, Washington State Department of Natural Resources (DNR), Washington State Department of Ecology, and Washington Department of Fish and Wildlife. Notification requirements are shown in the permits appended to these specifications.

B. Any conflicts between these contract specifications and issued permits will be brought to the attention of the Port. Nothing whatsoever shall be deemed to authorize violation of project permits.

PART 2 PRODUCTS

2.01 SETTLEMENT MONITORING EQUIPMENT

A. Surface Points: Provide surface points consisting of 1-inch-long survey nails designed for installation in concrete or asphalt. Include a suitable metal washer or plastic disc hub for high visible marking of each surface point.

B. Survey Equipment: Complete surveys to provide accurate positioning of instrumentation. Use horizontal and vertical datums specific to the project in which instrumentation is being installed. Critical points for surveys at a minimum must include horizontal and vertical data collection of a ground shot near the base of the instrument using equipment that can report collect to within at least plus or minus 0.01 feet accuracy.

1. Terrestrial Positioning System (TPS): Provide an automated robotic total station with an aiming range of 1 m to 1000m, distance accuracy of 1mm + 2 ppm, angular accuracy of 1 arcsec (0.3 mgon), and programmable to collect and transmit survey data at specified intervals. The TPS must also include any environmental protection and communications necessary.

2. Survey Prisms: Select surveying prisms, also known as retro-reflectors, based on size, range, holder accuracy and offset. Beam deviation must be less than 5 seconds. Holder accuracy must be 1 mm or less. Prism offset must be 0 mm.
3. Survey Reflective Tape: Provide survey reflective tape suited for the surveying instruments being used, expected weather, and measurement distance. Additionally, provide survey reflective tape suitable for exterior use in a marine environment.

PART 3 EXECUTION

3.01 GENERAL

A. Mechanically dredge sediment with environmental bucket to the required depths and grades as indicated on the Drawings during the in-water work period described in the project permits. Final dredge depths shall be no greater than those shown on the Drawings. Final dredge slopes must not be greater than 2H:1V. The maximum payable overdredge depth is indicated on the Drawings.

B. The limits of dredging are shown in the Drawings.

C. The Contractor shall use all available means to prevent material from reentering the water once it has been dredged and shall be responsible for dredging any deposition of material outside of the dredge area that occurs from spillage during dredging as determined based on pre- and post-construction surveys.

D. The finished slopes shall be configured as shown in the Drawings or as directed by the Port.

E. Perform a pre-construction dredge survey prior to the start of any dredging operations.

F. Transport all dredged materials from the Tru-Grit Project Site to the transload facility for upland disposal.

G. The Contractor shall execute the work described herein in accordance with the approved DDWP and applicable specifications.

H. The Port may direct Contractor to perform dredging beyond the vertical limits indicated on the Drawings based on the results of post-dredge confirmation sampling. Measurement and Payment of contingency re-dredging directed by the Port shall be in accordance with Section 01 20 00 – Price and Payment Procedures.

3.02 SURVEYS

A. Sediment Dredge Positioning System

Dredge equipment shall be equipped with sensors and related instrumentation to measure and display the real-time depth and horizontal position of the dredge bucket using differential global positioning system (DGPS) with dredge bucket logging capabilities (WINOPS software or equivalent). Use reliable and accurate DGPS equipment and an automated tide gauge, calibrated to the horizontal and vertical datums identified in Section 01 71 23 – Field Engineering and/or on the Drawings, to accurately determine the horizontal and vertical position of the dredge bucket. Depths shall be corrected for tidal conditions at the time of the survey. Dredge depth vertical control shall be accurate to at least ± 6 inches. Accuracy of dredge position for horizontal control shall be within ± 3 feet.

B. Pre-Dredge and Post-Dredge Surveys

1. Pre- and post-dredge surveys shall be referenced to existing horizontal and vertical survey control monuments and survey control baselines used during project design. See Section 01 71 23 – Field Engineering for trackline and sounding spacing requirements. Pre-dredge survey and final post-dredge survey (performed after completion of all required dredging) shall extend to a minimum of 50 feet waterward of the permitted dredge boundary and 50 feet beyond all other dredge limits.

2. Pre-Dredge Survey: The pre-dredge survey shall be performed within two weeks of beginning the dredging operations. This pre-dredge survey will be the basis for payment quantities. The survey shall be provided to the Port seven business days prior to the start of dredging. The survey must be approved prior to the start of dredging activities.

3. Final Post-Dredge Survey: Upon completion of dredging to final grades, a post-dredge survey shall be performed within 3 days. The survey shall be provided to the Port for their review. The Port will review the final post-dredge survey to determine whether all dredging has been satisfactorily completed and for payment purposes. If all of the required dredging has not been satisfactorily completed, as determined by the Port, the Contractor shall correct the deficiencies indicated in the survey and the area(s) will be rechecked by the Port. The cost for Contractor resurvey will not be paid by the Port and will be performed at the Contractor's own cost. Each additional post-dredge survey must be reviewed and approved by the Port prior to final acceptance of the work.

   If contingency re-dredging is required by sediment testing, a post-dredge survey must be completed within 3 days of completion of contingency re-dredging and provided to the Port for review and approval after re-dredging. If all of the required re-dredging has not been satisfactorily completed, as determined by the Port, the Contractor shall correct the deficiencies indicated in the survey and the area(s) will be rechecked by the Port. The cost for Contractor resurvey will not be paid by the Port and will be performed at the Contractor's own cost. Each additional post-dredge survey must be reviewed and approved by the Port prior to final acceptance of the work The post-dredge survey, post-dredge confirmation sampling, contingency re-dredging (if required), and post-re-dredge survey (if required) must be completed and approved prior to the start of RMC placement activities.

   Final post-dredge survey must meet the following requirements: Plotted results of the post-dredge bathymetric survey. Results must clearly display the post-dredge sediment surface in relation to the permitted dredge boundary and depth, as well as the location of project features such as docks, wharfs and other landmarks. The vertical datum must be clearly indicated.

4. The Pre- and Post-Dredge surveys will be used as the basis for determining final pay volumes and acceptance of the work. Calculate final pay volumes digital terrain modeling methods to generate pre- and post-construction surfaces, computing pay volumes to the nearest cubic yard. Provide a copy of the surveys and the quantity calculations to the Port for review and approval. These as-built surveys shall be conducted under the direct supervision of a licensed professional surveyor in the state of Washington or Congress on Surveying and Mapping (ACSM) certified hydrographer experienced in the use of multibeam survey equipment. The purpose of these surveys is to document the as-built bathymetry of areas dredged.

5. Post RMC Placement Survey: The post-RMC placement surveys shall be used as the basis of acceptance of Work by the Port. Surveys shall be reviewed and approved by the Port before Work will be considered complete. See Specification 35 02 00 – Residuals Management Cover Placement for additional RMC placement survey requirements.

C. Dredge Progress Surveys

1. For progress dredge surveys, the Contractor shall compute quantities to the nearest cubic yard based on the progress sounding lines surveyed, the pre-dredge survey, and the dredging section indicated on the Contract Drawings. Barge displacement data may also be used along with the survey data to calculate progress pay quantities. Tabular summaries shall be submitted to show required elevation, allowable overdepth, and total dredging quantities both incremental and cumulative per 25-foot stations.

2. Survey results may be used to adjust dredging procedures to assure that the configuration of the dredging conforms to the DDWP requirements. The Port may direct the Contractor to adjust its dredging procedure to assure compliance with the Drawings, at no additional cost to the Port.

3.03 CONDUCT OF WORK

A. Layout of Work

1. Layout work according to Section 01 71 23 – Field Engineering.

B. Dredging

1. Perform dredging using mechanical methods only. An environmental bucket must be used for material removal from the Tru-Grit project site .

2. Excavate the Dredge Prism to the required dredging lines, grades, slopes, and elevations shown on the Drawings. Each pass of the dredge bucket shall be complete, and there is to be no stockpiling of sediment in the water or on land. Do not level the completed dredging surface by dragging a beam or sweeping the dredge bucket.

3. Conduct dredging starting from the top of slopes, working down the slope, in order to minimize the potential for uncontrolled slope movement. Take care when dredging the toe of slopes to avoid overcutting the toe of slopes below the Overdredge Allowance.

4. Contractor shall be responsible for constructing stable internal and external side slopes and meeting all internal and external side slope grades in accordance with Drawings.

5. If dredging is conducted at dusk or night, the Contractor shall ensure sufficient light is provided for visual monitoring of the dredge prism for turbidity, as well as visual inspection for debris and large rocks within the disposal barge.

6. If daily Progress Survey results indicate that excessive dredging is occurring, or dredging is outside of the dredge prism, modify dredging operations and/or positioning control immediately to avoid additional excessive dredging. Excessive dredging, if performed, will be paid for by the Contractor at no additional expense to the Port.

7. Pay attention to the conditions of issued regulations and authorizations requiring minimizing turbidity and loss of resuspended sediments during dredging and transport operations and adherence to water quality requirements.

8. Control the dispersion of suspended solids away from the point of dredging and due to vessel propwash during dredging activities in order to prevent or reduce to the extent practicable the potential for sediment recontamination.

9. Upon completion of the work, but not until acceptance by the Port, remove the dredging equipment, including ranges, buoys, piles, and other markers or obstructions placed in the water or on shore.

10. All floating equipment shall be marked with U.S. Coast Guard-approved lights or lighted buoys, whenever operations and/or floating equipment laydown will occur during non-daylight hours.
11. All dredged material from the Tru-Grit dredge shall be loaded directly to a barge for water transport to the transload facility. No dredge sediment or dredge debris shall be loaded for overland travel from the Tru-Grit Dredge Project Site.
12. Dredging, RMC placement, and monitoring of the dredging must be implemented using the USACE Dredging Quality Management (DQM) system. Contractor's DQM system must have been certified by the National DQM Support Center (DQM Center) within one calendar year prior to the initiation of the dredging / discharge / RMC placement. The Contractor is responsible for ensuring that the DQM system is operational throughout the dredging / RMC placement and that the project data is submitted to the DQM Center in accordance with the specifications provided at the DQM website at the time of construction.

C. Barge Dewatering

1. Minimize the amount of water in the sediment during dredging and maximize drainage of water from recovered sediment. Barge dewatering methods shall be modified if water quality monitoring indicates applicable criteria are being exceeded.
2. Unfiltered effluent release from the dredge material barge and/or dewatering barge is prohibited.
3. Contractor may passively dewater dredged sediment to remove suspended solids from the effluent. The method for passive barge dewatering shall be implemented in a manner that is compliant with the water quality requirements as described in the WQMPP. Contractor shall review and understand these water quality requirements.
4. The sediment shall be placed to promote drainage of water. No overtopping of the sideboards will be allowed.
5. Ensure that all scuppers, sideboards, or other passageways for effluent to discharge back to Work Site waters have the proper filtration material in place prior to discharge of effluent. Cover the scuppers and any discharge points with filter fabric (or similar material acceptable to the Port) to filter and retain sediment while allowing water to drain back into the receiving waters, and to meet water quality criteria requirements. Free water shall not be directly discharged back into the Work Site waters without passing through filter media to prevent release of suspended sediment. The method for filtering return effluent must be described in the DDWP and accepted by the Port prior to conducting any dredging work.
6. Barge discharge is not allowed outside of the Work Site during in-water transportation and transloading of dredge material and dredge debris from the Work Site to the transload facility.
7. Water management on haul barges may be accomplished with the addition of a drying agent. Select the type of agent and appropriate dosage to facilitate dewatering. Use of agents is at the sole discretion of the Contractor, and the Contractor is responsible for ensuring that use of agents is acceptable by the upland disposal facility, and meets requirements of federal, state, local regulations, and permit conditions. Use of agents will be considered incidental to the work.

8. If water quality criteria exceedances are observed during completion of passive dewatering activities, modify the passive barge dewatering process in order to comply with water quality criteria or cease passive barge dewatering activities at no additional cost to the Port.

3.04 TRANSPORTATION AND DISPOSAL OF DREDGED MATERIALS

A. In-Water Transportation

1. All dredged material shall be transported from the Tru-Grit Work Site via barge to the temporary transload and sediment processing facility in accordance with the means and methods described in the DDWP. Deviations from the DDWP shall be approved by the Port prior to haul barges leaving the Work site. On-site stockpiling and overland transport of dredged sediment from the Tru-Grit Work Site is prohibited.

2. Inspect each barge load of dredge sediment and dredge debris prior to transport from the Tru-Grit Work Site to the transload facility.

   a. The Contractor shall obtain barge displacement measurements prior to in-water transportation and establish an estimated tonnage of material associated with that barge load. Estimated tonnages for each barge load of material removed from the Work Site shall be recorded in the Contractor Daily and Weekly Construction Reports.

   b. The Contractor shall also document seaworthiness of each barge used for transport of dredge material and dredge debris from the Tru-Grit Work Site to the transload facility or open-water disposal site. Documentation of the seaworthiness of each transport barge shall be submitted to the Port prior to that barge leaving the Tru-Grit Work Site.

   c. Transportation of dredge material and dredge debris from the Tru-Grit Work Site to the transload facility site shall comply with federal, state, local regulations, and permit conditions.

3. Transport unsuitable dredge sediment and co-mingled dredge debris recovered from the dredge area(s) by barge to the transload facility.

4. The aquatic discharge of sediment or drainage water outside of the Tru-Grit Work Site boundary is prohibited. Outfit disposal barges to provide watertight containment of dredged material during transport and transloading. Immediately notify the Port if dredge sediments or drainage water are observed entering the receiving water outside of the Tru-Grit Work Site.

3.05 WATER QUALITY MONITORING AND BEST MANAGEMENT PRACTICES

A. A WQMPP has been prepared by the Port and included in the appendices. In accordance with this plan, perform water quality monitoring for quality assurance purposes during all in-water activities. Comply with all water quality requirements as defined in the project Water Quality Certificate, Permits, and applicable local, state, and federal standards. Conduct water quality monitoring as needed to provide quality control of the work. As a minimum, have in place the following.

1. BMPs to prevent water quality exceedances.

2. Contingency measures to implement should water quality exceedances occur.

B. Delays caused by complying with water quality requirements shall not be cause for additional compensation to the Contractor.

C. Best Management Practices

1. Implement BMPs to minimize impacts to the aquatic environment, minimize sediment loss, and minimize turbidity generation during dredging and other in-water operations. Turbidity and other water quality parameters will be monitored to ensure construction activities are in compliance with Washington State Surface Water Quality Standards (173-201A WAC), the WQMPP, and in accordance with the Permits. At a minimum, the following BMPs shall be implemented, but are not limited to:
    a. Ensure that no fuel, garbage, or debris enters the waterway from the dredge, receiving barge, other vessels associated with the work.
    b. Perform dredging using mechanical methods only. Use an environmental bucket or closed top bucket whenever feasible.
    c. Eliminate multiple bites while the dredge bucket is on the seafloor.
    d. Do not stockpile dredged material on the seafloor.
    e. Do not perform seafloor leveling.
    f. Place dredge materials into the disposal scows without splashing material out of the barge.
    g. Ensure that the dredge bucket is completely emptied of sediments over the disposal scow before re-submerging the dredge bucket in the waterway.
    h. Depending on the results of the water quality monitoring program, enhanced BMPs may also be implemented to further control turbidity. Enhanced BMPs may include, but are not limited to:
        1) Slowing the velocity (i.e., increasing the cycle time) of the ascending loaded clamshell bucket through the water column
        2) Pausing the dredge bucket near the bottom while descending and near the water line while ascending
        3) Placing filter material over the barge scuppers to clear dredge return water
    i. Manage barges such that the dredged sediment load does not exceed the capacity of the barge. The load shall be placed in the barge to maintain an even keel and avoid listing.
    j. Dredge vessel personnel shall be trained in hazardous material handling and spill response and will be equipped with appropriate response tools, including absorbent oil booms. If a spill occurs, spill cleanup and containment efforts will begin immediately and will take precedence over normal work.
    k. Inspect fuel hoses, oil or fuel transfer valves, and fittings on a regular basis for drips or leaks in order to prevent spills into the surface water.
    l. Install and maintain an impervious turbidity curtain during dredging operations if needed to control turbidity. Design, procurement, installation, operation, inspection, maintenance, and repair the turbidity curtains. The turbidity curtains can be supported by either a floating boom or can fully extend above the waterline and be attached to a marine structure if allowed by the Port. If a floating boom is used, moor the turbidity curtain to the marine structures and support by floats at the top that keep the top of the turbidity curtain above the water surface. The turbidity curtain bottom shall be weighted at the bottom, be tapered to the bathymetry, and rest directly on the mudline. The turbidity curtain shall be inspected and maintained regularly to the satisfaction of the Port during construction.

2. During barge dewatering activities, the following BMPs shall be implemented to minimize water quality impacts:
    a. Return water draining from the receiving barge shall be treated by filtering water through geotextile fabric.
    b. Change geotextile fabric regularly to ensure efficient filtration of the return water.
    c. Barges shall not be overfilled to the point where recovered material overflows directly back to open water.
    d. During sediment dewatering, the receiving barge shall remain within the work area.
    e. Return water from the barge shall not be allowed to discharge to surface water outside the work area.
    f. Constantly observe and monitor the filtration system to confirm that the system is operating as expected and that turbid water in excess of the specified water quality limit is not being discharged to the waterway. Additional BMPs shall be used in the event of overflow or to ensure proper functioning of the filtration system and to prevent excessively turbid water from leaving the barge.

3.06 SALVAGED MATERIALS

A. Anchors, chains, straps, and other articles or debris brought to the surface during the course of the dredging operations shall remain the property of the Contractor and shall be disposed of at an upland disposal facility licensed/permitted to receive such material. Salvage and removal of such material will be managed and paid using the Dredge Debris Allowance Bid Item. Hazardous material/waste, consisting of creosote-treated piles, batteries, PCBs, etc. shall be disposed of in accordance with applicable federal, state, and local regulations. The Port does not expect hazardous material, other than Subtitle D contaminated dredge sediments, to be within the dredging area. When such material/waste is encountered, immediately notify the Port to determine the course of action to be taken. The Contractor will be compensated for costs associated with handling and disposal of debris encountered during dredging.

3.07 SETTLEMENT MONITORING

A. Project Surface Monuments: Establish a minimum of two project surface monuments for taking readings. Coordinate locations with the Port. Use established vertical and horizontal benchmarks from the Port of Tacoma Survey Control Map – 2016 – updated 2023.

B. Monitoring Locations: Survey the final location of all installed monitoring locations using required control precision and accuracy. Provide easting and northing coordinates, relevant elevations for all installed components.

C. Data Collection: Provide the following information:
    1. Monitoring location ID and Type
    2. Date and Time
    3. Observer
    4. Readings: Northing, Easting, Elevation
    5. Other pertinent information: weather, temperature, construction activities, and any events that may influence data.

D. Baseline readings: Obtain initial readings immediately after instrument installation and at sufficient intervals before construction begins to verify that readings have stabilized and ambient conditions are established. Collect baseline readings for a minimum of 2 weeks.

Instruments intended to monitor the effect of construction on surrounding structures must be installed, tested, and fully operational at least 2 weeks prior to the commencement of the construction activities they are monitoring. Evaluate baseline readings and determine the cause of any data anomalies.

E. Frequency of Monitoring: The minimum frequency of monitoring presented herein (see table below) may be subject to adjustment in accordance with field behavior, or as requested by the Port. The frequency and extent of monitoring are subject to change in accordance with the threshold and limiting levels described herein or as established in the approved Settlement Monitoring Plan.

Instrument Type	Data Collection Method	Minimum Reading Frequency
Surface Monuments and Survey Points for All Other Structures	Manual	Weekly except check twice per day when dredging is in front of Concrete South Dock

F. Thresholds and Response Actions

1. Threshold Values: Monitor settlement readings against the Alert and Action Threshold Values as defined in the table below. The actions to be implemented when these Threshold Values are reached are referred to as Response Actions and are explained in paragraph RESPONSE ACTIONS. Threshold values must be identified on respective plots.

	THRESHOLD VALUES		
INSTRUMENT TYPE	UNIT OF MEASURE	ALERT THRESHOLD VALUE	ACTION THRESHOLD VALUE
SURFACE MONUMENTS AND SURVEY POINTS	INCHES	0.25 INCHES BETWEEN INDIVIDUAL ELEVATION READINGS; 3 CONSECUTIVE READINGS TOTALING 0.5 INCHES	0.5 INCHES BETWEEN INDIVIDUAL ELEVATION READINGS; 3 CONSECUTIVE READINGS TOTALING 1 INCHES

2. Response Actions: If an Alert Threshold Value is reached, the Contractor's third-party surveyor must immediately provide an update to the Contractor and the Port.

Within 24 hours, analyze the instrument response and submit an Instrument Alert Assessment providing an assessment of the cause of the alert and predict further responses and their effect based on the trend to date. Include recommendation for any corrective action, if needed.

If an Action Threshold Value is reached, the Contractor must immediately stop work and the Contractor must notify the Port. The Contractor must remove personnel from the affected work area and implement the emergency response actions included in the Settlement Monitoring Plan previously approved by the Port. The Contractor must immediately evaluate the measurements with respect to physical conditions at the location of the survey points.

Submit a detailed Action Threshold Exceedance Report documenting the site conditions, such as weather, and construction activities when the Action Threshold Value was reached, analysis of the cause(s) for exceedance, and recommendations for any corrective actions needed. Resume suspended activities only after receiving written instruction from the Port.

END OF SECTION

Appendix A

DEPARTMENT OF THE ARMY PERMIT

Permittee: Tacoma, Port of

Permit No: NWS-2024-446-WRD

Ms. Kristin Evered
1 Sitcum Way
Tacoma, Washington 98401

Issuing Office: Seattle District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Conduct routine maintenance, repair, relocation, replacement and/or removal of its structures (e.g., piling, outfalls, bulkheads, fender systems, slope protection, etc.) and utilities (e.g., fire, water, storm, electrical, etc.), maintenance dredging, sediment sampling, and beneficial activities for the purpose of mitigation over a 10-year time period as described in your referenced application and drawings dated April 2024, attached hereto which are incorporated in and made a part of this permit. The purpose of the project is to maintain function and structural integrity of existing structures at 34 Port of Tacoma properties to allow for continued industrial maritime activities that support the region.

Project Location: In tidal waters of Commencement Bay, the adjacent channels of Blair Waterway, Hylebos Waterway, Sitcum Waterway, Thea Foss Waterway, and Wheeler-Osgood Waterway; and tidally influenced portions of the Puyallup River, Hylebos Creek, and Wapato Creek in Tacoma, Pierce County, Washington.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on August 7, 2035. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in accordance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification to this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification [Order Number: 23740, dated 5 June 2025) is attached if it contains such conditions.

6. If a conditioned Coastal Zone Management consistency determination has been issued for your project, you must comply with the conditions specified in the determination as special conditions to this permit. For your

convenience, a copy of the decision dated 25 June 2025 is attached if it contains such conditions.

7. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

8. After a detailed and careful review of all the conditions contained in this permit, the permittee acknowledges that, although said conditions were required by the Corps, nonetheless the permittee agreed to those conditions voluntarily to facilitate issuance of the permit; the permittee will comply fully with all the terms of all the permit conditions.

Special Conditions:

a. You must provide a copy of the permit transmittal letter, the permit form, and drawings to all contractors and other staff performing any of the authorized work.

b. If future operations by the United States require the removal, relocation, or other alteration of the work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, you will be required, upon due notice from the U. S Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

c. Permittees must clearly mark all construction area boundaries within waters of the United States before beginning work on projects that involve grading or placement of fill. Boundary markers and/or construction fencing must be maintained and clearly visible for the duration of construction. In cases where wetland vegetation is high, a demarcation of the edge should be at height level visible to construction and/or grading and clearing crews.

d. The Environmental Protection Agency, Region 10, Best Management Practices for Piling Removal and Placement in Washington State, dated February 18, 2016, including the additional pile removal best management practices for locations with contaminated sediments, must be adhered to during construction.

e. By accepting this permit, the permittee agrees to accept such potential liability for response costs, response activity and natural resource damages as the permittee would have under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (CERCLA) or the Model Toxics Control Act, R.C.W. 70.105 (MTCA) absent the issuance of this permit. Further, the permittee agrees that this permit does not provide the permittee with any defense from liability under the CERCLA or the MTCA. Additionally, the permittee shall be financially responsible for any incremental response costs attributable under CERCLA or MTCA to the permittee's activities under this permit.

f. For activities under the categories listed in Table 3 found in USFWS BiOp, "Pile Replacement, Shoreline Stabilization, Repair/Replacement, Maintenance Dredging, Outfall Tide Gate Repair/Replacement, and Alternative Bankline Stabilization," provide EPA a pre-construction notification a minimum of 60-days prior to the in-water work start date. Contact the current EPA Remedial Project Manager which can be found on the EPA's website, https://cumulis.epa.gov/supercpad/cursites/csitinfo.cfm?id=1000981. EPA may request additional post-construction reports for the CERCLA site file depending on the activity.

g. You are not authorized to make alterations to, occupy, or use any federally authorized Civil Works project. In order to meet the requirements of Section 14 of the Rivers and Harbors Act of 1899 (33 USC 408) (Section 408) and in accordance with Engineering Circular 1165-2-220, you must comply with the enclosed letter from the Seattle District 408 Program manager dated June 11, 2025. To confirm that the activity has no alterations to, occupy, or

use any federally authorized Civil Works projects, you must coordinate with the Seattle District 408 Program Manager at least 60 days prior to construction for 408 review in the locations listed in the enclosed letter dated June 11, 2025, Final Port of Tacoma Repair and Maintenance letter.

The permittee is required to contact the Corps 408 Program Office by email at CENWS-Section408@usace.army.mil at least 60 days prior to construction and copy the Corps Regulatory Branch Project Manager at leeann.w.simmons@usace.army.mil. This email will contain: (1) the subject line "Section 408 review for NWS-2024-446-WRD Port of Tacoma Comprehensive Maintenance Permit"; (2) a unique name associated with the activity (e.g., Pier xx 2025 Pile Repair), (3) the specific project activity and location; and (4) at least 30% design drawings.

You must obtain, prior to commencing any work associated with the proposed activity in locations referenced in the 408 letter, a written response from the Corps confirming the activity requires no further 408 review.

h. Dredged sediment discharge/placement and monitoring of the dredging projects using the Dredging Quality Management (DQM) system shall be implemented for this permit when the project activity is using dredging equipment. The permittee's DQM system must have been certified by the National DQM Support Center (DQM Center) within one calendar year prior to the initiation of the dredging/discharge/placement of sediments. The permittee is responsible for ensuring that the DQM system is operational throughout the dredging and discharge/placement of sediments and that the project data is submitted to the DQM Center in accordance with the specifications provided at the DQM website. Questions regarding codification and/or additional information about the DQM program should be addressed to the DQM Center at (877) 840-8024 and/or https://dqm.usace.army.mil/.

i. At least four months prior to each maintenance dredge activity, you must contact the U.S. Army Corps of Engineers (Corps), Seattle District, Dredged Material Management Office, to determine whether additional sediment characterization is required. If additional characterization is required, no dredging material will be allowed until a suitability determination or anti-degradation determination has been issued.

j. You must schedule a pre-dredge meeting with the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch; the Washington State Department of Natural Resources; and the Washington State Department of Ecology. The meeting must be scheduled at least 21 days prior to beginning dredging and disposal work, unless you are notified by the Corps that the required agencies have agreed to an expedited schedule.

k. At least 14 days prior to the scheduled pre-dredge meeting, you must submit to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch Project Manager, a quality control plan for dredging and disposal. This plan must include: the equipment and vessels to be used, operational controls to ensure dredging accuracy, disposal positioning procedures, spill control and response measures, water quality monitoring and contingency plans for exceeding water quality standards, debris management, personnel and responsibilities, dredging and disposal schedule, report submittals, agency contact information and coordination procedures. The plan must be approved by the U.S. Army Corps of Engineers, Washington State Department of Natural Resources, and the Washington State Department of Ecology prior to commencement of open-water disposal.

l. At least 7 days prior to dredging and disposal, you, the dredging contractor's representative, and the dredging contractor's disposal positioning supervisor must attend a pre-dredge meeting to review the Department of the Army permit conditions, dredging and disposal quality control plan, Washington State Department of Natural Resources site-use authorization and water quality certification.

m. A pre-disposal dry run may be required by the Corps. At the discretion of the Corps, the Regulatory Branch Project Manager may ride out to the disposal site during the predisposal dry run or the first disposal run to verify positioning accuracy.

n. Disposal must be by bottom-dump barge. Disposal by any other means is prohibited.

o. The U.S. Coast Guard (USCG) Puget Sound Vessel Traffic Service (VTS), also known as "Seattle Traffic", must be contacted by radio prior to each disposal for positioning and verification of location within the disposal site target area. Disposal may not commence until verification is received from the USCG. Information required by the USCG must be provided for recording of the dump.

p. You must have a copy of this permit available on the vessel used for the authorized transportation and disposal of the dredged material.

q. Any deviations from the authorized dredging footprint or depths must be reported to the Regulatory Branch Project Manager within 48 hours of discovery.

r. Plotted results of the post-dredge bathymetric survey shall be submitted to the U.S. Army Corps of Engineers, Seattle District, Dredged Material Management Office and Regulatory Branch Project Manager in PDF format within 30 days of completion of each dredging. Results must clearly display the post-dredge sediment surface in relation to the permitted dredge boundary and depth, as well as the location of project features such as docks, wharfs and other landmarks. The vertical datum must be clearly indicated. Full bathymetric survey data must be submitted upon request.

s. A post-dredge report shall be submitted to the U.S. Army Corps of Engineers, Seattle District, Dredged Material Management Office and Regulatory Branch Project Manager within 30 days of completion of dredging and include the volume and location(s) of in-water disposal and the volume and location(s) of material placed in uplands.

t. If dredging cannot be completed prior to the "Recency Determination" date specified in the Dredged Material Management Program (DMMP) suitability determination, the U.S. Army Corps of Engineers, Seattle District, Dredged Material Management Office (DMMO) Project Manager must be contacted. The DMMO Project Manager will coordinate with the other DMMP agencies to determine whether an extension to the recency period can be granted.

u. Dredged material found unsuitable for open-water disposal must be deposited at an upland site and comply with rules and regulations promulgated by the local health district, Washington State Department of Ecology (Ecology) and the landfill operator. The location of the disposal site must be provided to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch Project Manager and Ecology's Federal Permit Coordinator (ecyrefedpermits@ecy.wa.gov) at least 14 days prior to commencement of dredging.

v. This U.S. Corps permit does not authorize you to take a threatened or endangered species. In order to legally take a listed species, you must have a separate authorization under the Endangered Species Act (ESA; e.g., an ESA Section 10 permit, or ESA Section 7 consultation Biological Opinion (BO) with non-discretionary "incidental take" provisions with which you must comply). The enclosed BOs prepared by the National Marine Fisheries Service (NMFS) dated 10 April 2025 and the U.S. Fish and Wildlife Service (USFWS) dated 10 April 2025 contain mandatory terms and conditions to implement the reasonable and prudent measures that are associated with the specified "incidental take" in the BOs (NMFS: WCRO-2024-02448; USFWS: FWS/R1/2025-0000930). Your authorization under this Corps permit is conditional upon your compliance with all mandatory terms and conditions associated with incidental take of the enclosed BOs. These terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with incidental take of the BOs, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute non-compliance with your Corps permit. The USFWS/NMFS is the appropriate authority to determine compliance with the terms and conditions of its BO and with the ESA.

w. Forage fish may be spawning in the project area during the allowed work window. If work is occurring outside approved in-water work windows, to meet the requirements of the Endangered Species Act and for the protection of Pacific herring, sand lance, and surf smelt, prior to construction, you must have an approved biologist confirm, in writing, that no forage fish are spawning in the area. For information on approved biologists for conducting forage fish surveys, contact the Washington Department of Fish and Wildlife (WDFW). If a WDFW Habitat Biologist has volunteered to conduct a survey as part of the Hydraulic Project Approval, this survey may be submitted to the Corps. The letter or memorandum from the approved biologist or the WDFW Habitat Biologist must include the date of the inspection, the forage fish spawning findings, and must be provided to the Corps, Seattle District, Regulatory Branch, via email to LeeAnn.W.Simmons@usace.army.mil, prior to construction. Address the letter or memorandum to LeeAnn Simmons and include reference number NWS-2024-446-WRD. If the approved biologist or WDFW Habitat Biologist confirms that no forage fish are spawning in the project area, you have two weeks from the date of the inspection to complete all work below the Mean High Water OR High Tide Line

x. The following work, referenced in Table 3 of the USFWS BiOp, Pile Replacement, Shoreline Stabilization, Repair/Replacement, Maintenance Dredging, Outfall Tide Gate Repair/Replacement, and Alternative Bankline Stabilization in order to meet the requirements of the Endangered Species Act and protect Puget Sound Chinook, Puget Sound steelhead, and Coastal-Puget Sound bull trout, the authorized in-water activities may be conducted from July 15 through February 15 in any year this permit is valid. The in-water activities authorized by this permit may not be conducted from Feb 16 through July 14 of any year, unless approved by the Corps and the Services.

y. The permittee must notify the Puyallup Tribe of Indians (Tribe) Water Quality Program Manager (WQPM) and Resource Protection Manager (RPM) at least 14 days prior to pile removal and installation activities authorized by this permit. The permittee will provide the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch, prior to construction, a copy of the notification to the Tribe's WQPM and RPM. The permittee must then obtain written approval from the Corps to proceed with in-water work

.

Further Information:

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:

☒ Section 10 of the Rivers and Harbor Act of 1899 (33 United States Code (U.S.C.) 403).

☒ Section 404 of the Clean Water Act (33 U.S.C. 1344).

☐ Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorization required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of the permit.

b. The information provided by you in support of your application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 Code of Federal Regulations (CFR), Part 325.7 or enforcement procedures such as those contained in 33 CFR, Parts 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR, Part 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

K Evered

Kristin Evered, Port of Tacoma — August 7, 2025 (DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

For Kathryn P. Sanborn, PhD, PE, PMP — August 7, 2025 (DATE)
Colonel, Corps of Engineers
District Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below. Per General Condition (4) above, you must forward a copy of the permit to this office to validate the transfer of this authorization. You should receive confirmation from this office that the transfer is complete and the transferee is responsible for all Terms and Conditions of the permit.

_____ _____
(TRANSFEREE SIGNATURE) (DATE)

_____
(TRANSFEREE PRINTED NAME)

_____
(TRANSFEREE ADDRESS)

_____
(TRANSFEREE EMAIL)

_____
(TRANSFEREE PHONE NUMBER)

Appendix B

United States Department of the Interior

U.S. FISH AND WILDLIFE SERVICE

Washington Ecological Services
1009 College St. SE, Ste. 215
Lacey, Washington 98503

In Reply Refer to:
FWS/R1/2025-0000930

P. Allen Atkins
Chief, Regulatory Branch
U.S. Army Corps of Engineers, Seattle District
4735 East Marginal Way South, Bldg. 1202
Seattle, Washington 98134-2388

Dear Mr. Atkins:

Subject: Programmatic Biological Opinion on the Port of Seattle and Port of Tacoma Comprehensive Mitigated Permits

This letter transmits the U.S. Fish and Wildlife Service's (USFWS) Programmatic Biological Opinion (Opinion) on the proposed Port of Seattle and Port of Tacoma Comprehensive Mitigated Permits located in King and Pierce Counties, Washington, and effects on bull trout (*Salvelinus confluentus*) and designated critical habitat for the bull trout. Formal consultation on the proposed action was conducted in accordance with section 7 of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*) (ESA). Your October 1, 2024, request for formal consultation was received on October 1, 2024.

The enclosed Opinion is based on information provided in the October 1, 2024, Biological Evaluation (BE), telephone conversations, field investigations, and other sources of information cited in this Opinion. A complete record of this consultation is on file at the USFWS' Washington Fish and Wildlife Office in Lacey, Washington. An electronic copy of this Opinion will be available to the public approximately 14 days after it is finalized and signed. A list of Opinions completed by the USFWS since October 1, 2017, can be found on the USFWS' Environmental Conservation Online System or ECOSphere website at https://reports.ecosphere.fws.gov/FWSPublicReports/Reports/Index?reportname=BiologicalOpinionReport.

Our coordination led to a request for our concurrence with a "not likely to adversely affect" determination for certain listed resources. The enclosed document addresses your concurrence request for marbled murrelet (*Brachyramphus marmoratus*).

If you have any questions regarding the enclosed Opinion, our response to your concurrence request(s), or our shared responsibilities under the ESA, then please contact Mitch Dennis (mitchell_dennis@fws.gov), Jerrmaine Treadwell (jerrmaine_treadwell@fws.gov), or Josh Emery (joshua_emery@fws.gov).

Sincerely,

BRADLEY THOMPSON

Digitally signed by BRADLEY THOMPSON
Date: 2025.04.10 10:03:11 -07'00'

Brad Thompson, State Supervisor
Washington Fish and Wildlife Office

Enclosure(s)

cc:
Port of Seattle, Seattle, WA (J. Sloan)
Port of Seattle, Seattle, WA (J. Stebbings)
Port of Seattle, Seattle, WA (M. Szymanowicz)
Port of Tacoma, Tacoma, WA (K. Evered)
U.S. Army Corps of Engineers, Seattle, WA (L. Simmons)

Appendix C

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

June 5, 2025

Port of Tacoma
Attn: Kristin Evered
1 Sitcum Way
Tacoma, WA 98421

Re: Water Quality Certification Order No. **23740** (Corps No. **NWS-2024-446**), Port of Tacoma Programmatic Maintenance, Repair and Scientific Sampling, Pierce County, Washington

Dear Kristin Evered:

On 6/7/2024, the Port of Tacoma submitted a request for a Section 401 Water Quality Certification (WQC) under the federal Clean Water Act for Port of Tacoma (POT) Programmatic Maintenance, Repair and Scientific Sampling, Pierce County, Washington.

On behalf of the state of Washington, the Department of Ecology certifies with conditions that the work described in the Water Quality Certification Request and supplemental documents complies with applicable provisions of Sections 301, 302, 303, 306, and 307 of the Clean Water Act, as amended, and applicable state laws. **This certification is subject to the enclosed Water Quality Certification Order (WQC Order).**

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

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

Sincerely,

Brenden McFarland on behalf of
Loree' Randall, Section Manager
Aquatic Permitting & Protection Section

Shorelands and Environmental Assistance Program

Enclosure (1)

By certified mail: 91 7199 9991 7036 9386 8642

Sent via e-mail: Kevered@portoftacoma.com

E-cc: LeeAnn Simmons, U.S. Army Corps of Engineers
Erin Hanlon Brown, Ecology
Laura Inouye, Ecology
ecyrefedpermits@ecy.wa.gov

In The Matter of Granting a Water Quality Certification with Conditions to Port of Tacoma pursuant to 33 U.S.C. 1341 (FWPCA § 401), RCW 90.48.120, RCW 90.48.260 and Chapter 173-201A WAC

Port of Tacoma
Attn: Kristin Evered
1 Sitcum Way
Tacoma, WA 98421

WQC Order No.	23740
Corps Reference No.	NWS-2024-446
Site Location	Port of Tacoma Programmatic Maintenance, Repair and Scientific Sampling, located within Commencement Bay, Tacoma, Pierce County, Washington.

The Port of Tacoma submitted a request for a Section 401 Water Quality Certification (WQC) under the federal Clean Water Act to the Department of Ecology (Ecology) for the Port of Tacoma (POT) Programmatic Maintenance, Repair and Scientific Sampling, Pierce County, Washington. The following required processing dates are listed below:

- On 12/21/2023, the Port of Tacoma submitted a pre-filing meeting request.
- On 6/7/2024, Ecology received a request for Clean Water Section 401 Water Quality Certification.
- On 7/17/2024, the Port of Tacoma submitted additional information, and the Department of Ecology (Ecology) considered the Request valid on this date.
- On 10/24/2024, the U.S. Army Corps of Engineers (Corps) and Ecology issued a joint public notice.
- Ecology's "Reasonable Period of Time" for this project has been established as 6/7/2025.

The project proposes to conduct needed maintenance, repair, and replacement of portions of existing Port structures on an as-needed basis to maintain the function and structural integrity of piers, pier structures (e.g., fenders, etc.), dolphins, bulkheads, shoreline protection armor, docks and wharves, outfalls, and berths along with sediment sampling to support these Port maintenance and cleanup obligations. The Port's facilities are subject to normal wear and tear and weather and vessel-related damage. As a result, routine maintenance of Port facilities is necessary. These activities include maintenance of existing structures, including pile systems, fender systems and rub strips, cathodic protection systems, decks, piles/ramps/float assemblages, overwater safety equipment, shoreline

stabilization (including alternative shoreline stabilization in place of hard armoring), outfalls and tide gates, boat ramps and launches, under pier utilities, navigational aids, and on-dock structures (minor overwater construction).

The project also includes maintenance dredging of existing vessel berths, geotechnical/sediment sampling to support dredging and cleanup projects, pile and overwater structure removal, and debris/vessel removal.

This certification does not cover new structures, new areas of shoreline stabilization, wetland impacts, or dredging projects that are currently covered under an active individual WQC including Order No. 23248 - Middle Blair Navigation Safety Improvement, Order No. 20113 - Port of Tacoma Maintenance Dredge - Husky and WUT, Order No. 23234 - Pierce County Terminal Maintenance Dredge, and Order No. 23235 -TOTE Maritime Alaska Maintenance Dredge.

The project site is located in Commencement Bay, Pierce County, Washington, Section 34, Township 21 N., Range 3 E., within Water Resource Inventory Area (WRIA) 10 Puyallup-White.

Authorities

In exercising authority under 33 U.S.C. §1341, 40 CFR Part 121, RCW 90.48.120, RCW 90.48.260, and Chapter 173-201A, Ecology has reviewed this WQC request pursuant to the following:

1. Conformance with applicable water quality-based, technology-based, and toxic or pretreatment effluent limitations as provided under 33 U.S.C. §§1311, 1312, 1313, 1316, and 1317.
2. Conformance with the state water quality standards contained in Chapter 173-201A WAC and authorized by 33 U.S.C. §1313 and by Chapter 90.48 RCW, and with other applicable state laws; and
3. Conformance with the provision of using all known, available and reasonable methods to prevent and control pollution of state waters as required by RCW 90.48.010.
4. Conformance with Washington's prohibition on discharges that cause or tend to cause pollution of waters of the state of Washington. RCW 90.48.080.
5. The Project Proponent of the project authorized is responsible for obtaining all other permits, licenses, and certifications that may be required by federal, state, local or tribal authorities.

With this Water Quality Certification Order (WQC Order), Ecology is granting with conditions the Port of Tacoma's request for a Section 401 Water Quality Certification for the POT Programmatic Maintenance, Repair and Scientific Sampling, located within Commencement Bay, Tacoma, Pierce County. Ecology has determined that the proposed discharges will comply with all applicable state water quality and other appropriate requirements of State law, provided the program is conducted in

accordance with the WQC request that Ecology received on 6/7/2024 the supporting documents referenced in Table 1 below, **and the conditions of this WQC Order.**

Table 1 Supporting Documents

Date Received	Document Type	Title and Date	Author
6/7/2024	Joint Aquatic Resources Permit Application (JARPA) Form	JARPA, 5/16/2024	Kristin Evered, Port of Tacoma
10/2/2024	Biological Evaluation	POS and POT Combined Biological Evaluation	Ports of Seattle and Tacoma
3/14/2025	State Environmental Policy Act	SEPA DNS (activities except dredging), 11/15/2024	Kristin Evered, Port of Tacoma
5/2/2025	State Environmental Policy Act	SEPA DNS (dredging),	Kristin Evered, Port of Tacoma
5/2/2025	Activity Table	Activity table, dated 5/2/2025	Kristin Evered, Port of Tacoma
5/2/2025	Water Quality Monitoring and Protection Plan	Water Quality Monitoring and Protection Plan, Port of Tacoma, Programmatic Maintenance, Repair, and Scientific Sampling, 5/2/2025	Port of Tacoma
5/9/2025	Hydraulic Project Approval (HPA)	Hydraulic Project Approval (HPA), activities except dredging and shoreline stabilization, dated 3/20/2025	Miles Penk, WDFW
5/9/2025	Biological Opinion	Endangered Species Act Section 7(a)(2) Biological Opinion, dated 4/10/2025	Kathleen Wells, National Oceanic and Atmospheric Administration

5/9/2025	Biological Opinion	Endangered Species Act-Section 7 Consultation, Programmatic Biological Opinion, Port of Seattle and Port of Tacoma Comprehensive Mitigated Permits, 4/10/2025	Bradley Thompson, U.S. Fish and Wildlife Service
5/21/2025	Project Information Form	Project Information Form (fillable Excel spreadsheet)	Kristin Evered, Port of Tacoma

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

Water Quality Certification Conditions

The following conditions will be incorporated into the Corps permit and strictly adhered to by the Port of Tacoma. Specific condition justifications and citations are provided below.

A. General Conditions

1. In this WQC Order, the term "Project Proponent" shall mean the Port of Tacoma and its agents, assignees, and contractors.

    - Justification - Ecology needs to identify that conditions of this WQC Order apply to anyone conducting work on behalf of the Project Proponent to ensure compliance with the water quality standards and other applicable state laws.

    - Citation - 40 CFR 121.1(j), Chapter 90.48 RCW, RCW 90.48.080, RCW 90.48.120, RCW 90.48.260, Chapter 173-200 WAC, Chapter 173-201A WAC, and WAC 173-225-010.

2. All submittals required by this WQC Order shall be sent to Ecology's Headquarters Office, Attn: Federal Permit Manager, via e-mail to fednotification@ecy.wa.gov and cc to Laura.Inouye@ecy.wa.gov. The submittals shall be identified with WQC Order No. 23740 and include the Project Proponent's name, Corps permit number, project name, project contact, and the contact phone number. (See conditions A6, A10, B1, B2, C3, D6, D9, E13, E31, E44, E46, E47).

- Justification - Ecology needs to identify where information and submittals are to be submitted to be in compliance with the requirements of this WQC Order.

- Citation - Chapter 90.48 RCW, RCW 90.48.120, RCW 90.48.260, Chapter 173-201A WAC, and WAC 173-225-010.

3. Work authorized by this WQC Order is limited to the work described in the WQC request package received by Ecology on 6/7/2024 and the supporting documentation identified in Table 1.

    - Justification - Ecology has the authority to prevent and control pollution of state waters. By authorizing a discharge into a water of the state, through a WQC, Ecology is certifying the project as proposed will not negatively impact water quality. Therefore, it is imperative the project is conducted as it was presented during the review process. Any deviations from information within the WQC Request package and this WQC Order must be disclosed prior to the initiation of the planned work, and may require a new WQC request.

    - Citation - 40 CFR 121.5, 40 CFR 121.10, 40 CFR 121.11, Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.120, RCW 90.48.260, Chapter 173-200 WAC, Chapter 173-201A WAC, Chapter 173-204 WAC, and WAC 173-225-010.

4. The Project Proponent shall keep copies of this WQC Order on the job site and readily available for reference by Ecology personnel, the construction superintendent, construction managers and lead workers, and state and local government inspectors.

    - Justification - All parties (including on-site contractors) must be aware of and comply with the WQC Order for the protection of water quality.

    - Citation - Chapter 90.48 RCW, RCW 90.48.030, Chapter 173-201A WAC, and WAC 173-225-010.

5. The Project Proponent shall provide access to the project sites and all mitigation sites upon request by Ecology personnel for site inspections, monitoring, and/or necessary data collection, to ensure that conditions of this WQC Order are being met.

    - Justification - Ecology must be able to investigate and inspect construction sites and facilities for compliance with all state rules and laws.

    - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.090, RCW 90.48.120, Chapter 173-201A WAC, and WAC 173-225-010.

6. The Project Proponent shall ensure that all project engineers, contractors, and other workers at the project site with authority to direct work have read and understand relevant conditions of this WQC Order and all permits, approvals, and documents referenced in this WQC Order. The Project Proponent shall provide Ecology a signed statement (see Attachment A for an example) before construction begins.

- Justification - Ecology needs to ensure that anyone conducting work at the project, on behalf of the Project Proponent, are aware of and understand the required conditions of this WQC Order to ensure compliance with the water quality standards and other applicable state laws.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, Chapter 173-201A WAC, and WAC 173-225-010.

7. This WQC Order does not authorize direct, indirect, permanent, or temporary impacts to waters of the state or related aquatic resources, except as specifically provided for in conditions of this WQC Order.

- Justification - Ecology has the authority to prevent and control pollution of state waters, and to protect designated uses. By authorizing a discharge into a water of the state, through a water quality certification, Ecology is certifying the project as proposed will not negatively impact state water quality and will comply with the state's water quality requirements. Therefore, it is imperative the project is conducted as it was presented during the review process, and as conditioned herein.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.120, Chapter 173-200 WAC, Chapter 173-201A WAC, WAC 173-201A-300(2)(e)(i), WAC 173-201A-310, WAC 173-204-120, and WAC 173-225-010.

8. Failure of any person or entity to comply with the WQC Order may result in the issuance of civil penalties or other actions, whether administrative or judicial, to enforce the state's water quality standards and the conditions of this WQC Order.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses. Ecology has independent state authority to ensure protection of state water quality. Civil penalties and other enforcement actions are the primary means of securing compliance with water quality requirements.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.037, RCW 90.48.080, RCW 90.48.120, RCW 90.48.140, RCW 90.48.142, RCW 90.48.144, and WAC 173-225-010.

9. The Project Proponent shall provide Ecology documentation for review before undertaking any major changes to the proposed project that could significantly and adversely affect water quality, other than those project changes required by this WQC Order.

- Justification - Ecology has independent authority to enforce our 401 certification conditions issued through this WQC Order pursuant to RCW 90.48, and has independent state authority to ensure protection of state water quality. In order to ensure the project will comply with water quality standards in the event of any major changes, Ecology must be able to review the scope of work involved in the construction and operation of the project, otherwise all work must stop and a new 401 certification pre-filing meeting, followed by a new WQC request (after requisite 30-days) is required.

- Citation - 40 CFR 121.1(k) and (n), 40 CFR 121.3, 40 CFR 121.5, 40 CFR 121.11, Chapter 90.48 RCW, and Chapter 173-201 WAC.

10. The Project Proponent shall send (per A.2.) a copy of the final Federal permit via e-mail to fednotification@ecy.wa.gov and cc to Federal Permit Manager prior to the starting of any work authorized by this WQC Order. If the Federal Agency determines the proposed project does not require a Federal permit, the Project Proponent shall immediately inform Ecology.

- Justification - This condition is needed to ensure that the federal permit has been issued and all the conditions of the WQC Order have been included into the federal permit.

- Citation - 40 CFR 121.10, 40 CFR 121.11, and Chapter 90.48 RCW.

11. No temporary or permanent impacts to wetlands are authorized under this WQC Order.

- Justification – Proposed wetland impacts must be analyzed on a case-by-case basis to ensure that the mitigation sequence is followed. Alteration of water quality necessitates the use of mitigation as a method of controlling pollution. When adequate mitigation is provided, the impacts are not considered significant enough to water quality, at least in the long-term. The water quality standards, along with mitigation, protect wetlands as well as permitting some level of degradation where unavoidable or necessary.

- Citation – 33 CFR 332, 40 CFR 131.12, 40 CFR 230, subpart J, Chapter 90.48 RCW, Chapter 90.54 RCW, Chapter 90.74 RCW, Chapter 173-201A WAC, WAC 173-201A-260 (3)(i-ii), WAC 173-201A-300, and WAC 173-225-010.

12. The Project Proponent is responsible for obtaining all other permits, licenses, and certifications that may be required by federal, state, local or tribal authorities.

- Justification –Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses. The temporary disturbance of sediments during and immediately following in-water construction activities may only occur after the activity has received all other necessary local and state permits and approvals, and after the implementation of appropriate best management practices to avoid or minimize disturbance of in-place sediments and exceedances of the turbidity criteria.

- Citation – Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010

13. To transfer this WQC Order to a new owner or operator the Project Proponent shall:

    a. Complete a Request for Transfer of Order with a specific transfer date of the WQC Order's obligations, coverage, and liability and submit it to Ecology per condition A.2. Link to form: https://apps.ecology.wa.gov/publications/SummaryPages/ECY070695.html;

    b. Provide a copy of this WQC Order to the new owner or operator; and

    c. The transfer is not considered valid until the Project Proponent receives written notification from Ecology that the transfer has been approved.

        - Justification – Ecology has independent state authority to ensure protection of state water quality. Ecology needs to ensure that anyone conducting work on the project, including any new owners or operators, are aware of and understand the required conditions of this WQC Order to ensure compliance with the water quality standards and other applicable state laws.

        - Citation – 40 CFR 121.5, Chapter 90.48 RCW, RCW 90.48.030, Chapter 173-201A WAC, and WAC 173-225-010.

B. Notification Requirements

1. The following notifications shall be made via phone or e-mail (e-mail is preferred) to Ecology's Federal Permit Manager via e-mail to fednotification@ecy.wa.gov and cc to Laura.Inouye@ecy.wa.gov. Notifications shall be identified with WQC Order No. 23740, Corps Reference No. NWS-2024-446, and include the Project Proponent name, project name, project location, project contact and the phone number.

    a. Immediately following a violation of state water quality standards or when the project is out of compliance with any conditions of this WQC Order;

b. At least ten (10) days prior to all pre-construction meetings (Condition D47, pre-dredge meeting);

c. At least ninety (90) days prior to conducting in-water work activities via the Port's Project Information Form for those activities indicated on the Activity Table in Table 1; and

d. Within seven (7) days of completion of all activities for each in-water work window.

- Justification - Ecology has independent state authority to ensure protection of state water quality. Ecology must be aware of when a project starts and ends and whether there are any issues. This allows Ecology to evaluate compliance with the state water quality requirements.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.120, Chapter 173-201A WAC, WAC 173-201A-300 - 330, Chapter 173-204 WAC, and WAC 173-225-010.

2. In addition to the phone or e-mail notification required under B.1.a. above, the Project Proponent shall submit a detailed written report to Ecology within five (5) days that describes the nature of the event, corrective action taken and/or planned, steps to be taken to prevent a recurrence, results of any samples taken, and any other pertinent information.

- Justification - Ecology has independent state authority to ensure protection of state water quality. This condition is intended to assure the Project Proponent remains in full compliance with state water quality requirements for the duration of the Project.

- Citation - Chapter 90.48 RCW, RCW 90.48.120, Chapter 173-201A WAC, and WAC 173-225-010.

C. Timing

1. This WQC Order is effective upon issuance of the U.S. Corps of Engineers (Corps) individual permit for this program and will remain valid for until June 5, 2035.

- Justification – Certifications are required for any license or permit that authorizes an activity that may result in a discharge or fill material into waters. This WQC Order is not valid until the Federal agency issues a permit. Additionally, Ecology needs to be able to specify how long the WQC Order will be in effect.

- Citation – Chapter 90.48 RCW, Chapter 173-201A WAC, and WAC 173-225-010.

2. The following in-water work windows apply:

a. All activities within the wetted perimeter of Commencement Bay may be conducted between July 15 and February 15 of any year, unless otherwise approved in writing by Ecology.

- Justification - This condition is reaffirming the project will take place during a time period that will not harm fish or other aquatic species.

- Citation - Chapter 77.55 RCW, Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300, WAC 173-201A-330, WAC 173-225-010, and Chapter 220-660 WAC.

3. Any project activity that requires a new or revised Hydraulic Project Approval (HPA) from the Department of Fish and Wildlife should be sent to Ecology for review before the action or change is implemented.

- Justification - This condition is reaffirming the project will take place during a time period that will not harm fish or other aquatic species.

- Citation - Chapter 77.55 RCW, Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300, WAC 173-201A-330, WAC 173-225-010, and Chapter 220-660 WAC.

D. Water Quality Monitoring and Criteria

1. This WQC Order does not authorize the Project Proponent to exceed applicable water quality standards beyond the limits established in Chapter 173-201A WAC, except as authorized by this WQC Order.

- Justification - This condition ensures compliance with water quality standards to protect surface waters of the state. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

2. For in-water activities within fresh waters (including wetlands) turbidity shall not exceed 5 NTU over background when the background is 50 NTU or less; or a 10 percent increase in turbidity when the background turbidity is more than 50 NTU.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

3. For in-water activities within marine waters (inner Commencement Bay, south and east of a line bearing 225° true through Hylebos waterway light except the city waterway south and east of south 11th Street) turbidity shall not exceed 10 NTU over background when the background is 50 NTU or less; or a 20 percent increase in turbidity when the background turbidity is more than 50 NTU.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

4. For in-water activities within marine waters (Commencement Bay, south and east of a line bearing 258° true from "Brown's Point" and north and west of a line bearing 225° true through the Hylebos waterway light) turbidity shall not exceed 5 NTU over background when the background is 50 NTU or less; or a 10 percent increase in turbidity when the background turbidity is more than 50 NTU.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

5. This WQC Order does not authorize the Project Proponent to exceed applicable turbidity standards beyond the limits established in Chapter 173-201A WAC as set forth below, unless otherwise authorized in this WQC Order:

a. Temporary area of mixing for turbidity established within the state water quality standards for fresh waters (WAC 173-201A-200) is as follows:

01. For waters up to 10 cfs flow at the time of construction, the point of compliance shall be one hundred feet downstream from the activity causing the turbidity exceedance.

02. For waters above 10 cfs up to 100 cfs flow at the time of construction, the point of compliance shall be two hundred feet downstream of the activity causing the turbidity exceedance.

03. For waters above 100 cfs flow at the time of construction, the point of compliance shall be three hundred feet downstream of the activity causing the turbidity exceedance.

04. For projects working within or along lakes, ponds, wetlands, or other non-flowing waters, the point of compliance shall be at a radius of one hundred fifty feet from the activity causing the turbidity exceedance.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

b. Temporary area of mixing for turbidity established within the state water quality standards for marine waters (WAC 173-201A-210) is as follows:

01. For estuaries or marine waters, the point of compliance for a temporary area of mixing shall be at a radius of one hundred fifty feet from the activity causing the turbidity exceedance.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

6. The Project Proponent shall revise the Water Quality Monitoring and Protection Plan (WQMPP), identified in Table 1, to be consistent with the conditions of this WQC Order, as described in the WQMPP. The revised WQMPP shall be submitted to Ecology's Federal Permit Manager (per Condition A.2 of this Order) **for review** at least 90 days prior to beginning any work covered by this WQC Order. The WQMPP may be included in the Port's Project Information Form (identified in Table 1).

- Justification - This condition is necessary to ensure that the monitoring and BMPs that are proposed by the Project Proponent and authorized by Ecology are conducted to protect water quality. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

7. If water quality exceedances for turbidity are observed outside the point of compliance, work shall cease immediately and the Project Proponent or the contractor shall assess the cause of the water quality problem and take immediate action to stop, contain, and correct the problem and prevent further water quality turbidity exceedances.

    - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.

    - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

8. Visible turbidity anywhere beyond the temporary area of mixing (point of compliance) from the activity, shall be considered an exceedance of the standard.

    - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.

    - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

9. Monitoring results shall be submitted as required in the WQMPP (Table 1) to Ecology's Federal Permit Manager, per condition A.2.

    - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.

    - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

10. Ecology may ask or could use its discretionary authority to require the Project Proponent to provide mitigation and/or additional monitoring if the monitoring results indicate that the water quality standards have not been met.

    - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution and ensure that aquatic life and beneficial uses are protected.

- Citation - RCW 90.48, RCW 90.48.010, RCW 90.48.030, RCW 90.48.080, RCW 90.48.120, Chapter 173-201A WAC, 173-201A-300-330 WAC, and Chapter 173-204 WAC.

E. Construction

General Conditions

1. All work in and near waters of the state shall be conducted to minimize turbidity, erosion, and other water quality impacts. Construction stormwater, sediment, and erosion control Best Management Practices (BMPs) suitable to prevent exceedances of state water quality standards shall be in place before starting maintenance and shall be maintained throughout the duration of the activity.

    - Justification - Disturbed areas without appropriate BMPs and construction methods can discharge excess sediment to waters of the state and degrade water quality. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

    - Citation - Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 173-201A WAC, Chapter 173-201A-300-330 WAC, Chapter 173-204-120 WAC, and Chapter 173-225-010 WAC.

2. All clearing limits, stockpiles, staging areas, and trees to be preserved shall clearly be marked prior to commencing construction activities and maintained until all work is completed for each project.

    - Justification -Ensures that the Project Proponent preserves sensitive areas from discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

    - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

3. No stockpiling or staging of materials shall occur at or below the OHWM of any waterbody.

    - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

    - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

4. If required the Project Proponent shall obtain and comply with the conditions of the Construction Stormwater General Permit (National Pollutant Discharge Elimination System - NPDES) issued for this project.

    - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

    - Citation – Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, RCW 90.48.260, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

5. Within the project limits[1] all environmentally sensitive areas including, but not limited to, wetlands, wetland buffers, shoreline riparian buffers and mitigation areas shall be fenced with high visibility construction fencing (HVF), prior to commencing construction activities. Construction activities include equipment staging, materials storage, and work vehicle parking. Note: This condition does not apply to activities such as pre-construction surveying and installing HVF and construction zone signage.

    a. If the project will be constructed in stages[2] a detailed description and drawings of the stages shall be sent to Ecology for review at least 20 days prior to placing HVF.

    b. Condition 5.a. shall apply to each stage.

    c. All field staff shall be trained to recognize HVF, understand its purpose and properly install it in the appropriate locations.

    d. HVF shall be maintained until all work is completed for each project or each stage of a staged project.

        - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

        - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

[1] Project limits include mitigation sites, staging areas, borrow sources, and other sites developed or used to support project construction.
[2] A stage is part of a project that has been separated into at least two distinct areas to be built during separate timeframes.

6. No petroleum products, fresh concrete, lime or concrete, chemicals, or other toxic or deleterious materials shall be allowed to enter waters of the state.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

7. All construction debris, excess sediment, and other solid waste material shall be properly managed and disposed of in an upland disposal site approved by the appropriate regulatory authority.

- Justification - Ecology must be assured that the Project Proponent is managing and disposing of material to protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

8. All equipment being used below the ordinary high water mark shall utilize biodegradable hydraulic fluid.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

9. Applicant shall ensure that fill (soil, gravel, or other material) placed for the proposed project does not contain toxic materials in toxic amounts.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300-330, WAC 173-204-120, and WAC 173-225-010.

10. Work within waters of the state shall be conducted in the dry or during periods of low flow, unless written approval is obtained by Ecology.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300-330, WAC 173-204-120, and WAC 173-225-010.

11. If temporary cofferdams, bladder dams, super sack dams, floating turbidity curtains, and bypasses used to divert water around the work area are required, they shall be in place prior to initiation of work below the OHWM. These shall be properly deployed and maintained in order to minimize turbidity and re-suspension of sediment.

- Justification - This condition ensures containment and limits movement of sediment that could cause water quality exceedances. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300-330, WAC 173-204-120, and WAC 173-225-010.

12. To minimize sediment releases, re-introduction of water into the isolated work area shall be done gradually, and at a rate not higher than the normal flow.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300-330, WAC 173-204-120, and WAC 173-225-010.

13. If contamination is discovered on site, it must be reported to Ecology (per Condition A.2.). Protective measures shall be implemented to isolate and remove the contaminated media and avoid escaping dust, soil, or sediment erosion, and water pollution during construction activities. Contaminated sediments/soils shall be managed and disposed of in accordance with state and local regulations

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 70.105D RCW, RCW 90.48, 90.48, RCW 90.48.030, Chapter 173-200 WAC, Chapter 173-201A WAC, WAC 173-201A-300-330, Chapter 173-204 WAC, and WAC 173-225-010.

Equipment and Maintenance

14. Staging areas will be located a minimum of 50 feet and, where practical, 200 feet, from waters of the state, including wetlands, unless otherwise requested by the Project Proponent and authorized by Ecology.

- Justification - Requiring a minimum setback ensures that material will not end up in waters of the state. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

15. Equipment used for this project shall be free of external petroleum-based products while used around the waters of the state, including wetlands. Accumulation of soils or debris shall be removed from the drive mechanisms (wheels, tires, tracks, etc.) and the undercarriage of equipment prior to its use around waters of the state, including wetlands.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

16. No equipment shall enter, operate, be stored or parked within any sensitive area except as specifically provided for in this WQC Order.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

17. Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc., shall be checked regularly for drips or leaks, and shall be maintained and stored properly to prevent spills into state waters.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, Chapter 173-200, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

18. Wash water containing oils, grease, or other hazardous materials resulting from washing of equipment or working areas shall not be discharged into state waters. The Project Proponent shall set up a designated area for washing down equipment.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

19. A separate area shall be set aside, which does not have any possibility of draining to surface waters, for the wash-out of concrete delivery trucks, pumping equipment, and tools.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

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

- Justification - This condition is necessary to protect shallow water habitat and prevent suspension of sediment. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, Chapter 173-201A WAC, 173-201A-300-330 WAC, and Chapter 173-204 WAC.

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

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

Dewatering

22. Turbid dewatering water associated with in-water work shall not be discharged directly to waters of the state, including wetlands. Turbid dewatering water shall be routed to an upland area for on-site or off-site settling.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

23. Clean dewatering water associated with in-water work that has been tested and confirmed to meet water quality standards may be discharged directly to waters of the state including wetlands. The discharge outfall method shall be designed and operated so as not to cause erosion or scour in the stream channel, banks, or vegetation.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

24. Dewatering water may not be discharged to Commencement Bay or conveyed to surface waters unless it meets Surface Water Quality Standards (Chapter 173-201A WAC) at the point of discharge, unless otherwise authorized by this WQC Order.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

25. All equipment associated with dewatering activities shall be properly operated and maintained.

- Justification - Maintained equipment is less likely to fail or leak pollutants. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

Bank Stabilization

26. Placement of rip-rap shall be conducted in compliance with water quality standards for turbidity.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

Ground Improvements

27. Ground improvement activities shall not cause exceedance of water quality standards.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

Dolphin Removal or Removal of Creosote Piles

28. Pile removal, handling, and disposal shall follow the EPA Region 10 Best Management Practices for Piling Removal and Placement in Washington State, dated February 18, 2016.

- Justification- Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citations- Chapter 77.55 RCW, Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300, WAC 173-201A-330, WAC 173-225-010, and Chapter 220-660 WAC.

29. Piles removed from the substrate shall be moved immediately from the water onto a barge or onto upland.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

30. The pile shall not be shaken, hosed off, left hanging to drip or any other action intended to clean or remove adhering material from the pile over waters of the state.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

31. If pile removal fails, the pile stub must be cut at least 2 ft. below mudline, and the location (latitude and longitude) of all cut piling shall be reported to Ecology within 2 months of removal of all piles.

- Justification- This condition is necessary because pile stubs can release associated creosote if exposed, and stubs at the surface can result in localized erosion that leads to further exposure of the stubs. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citations- Chapter 77.55 RCW, Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300, WAC 173-201A-330, WAC 173-225-010, and Chapter 220-660 WAC.

32. During pile removal, containment booms and absorbent sausage booms shall be placed around the perimeter of the in-water work area and upland storage area, if used, to capture wood debris, oil, and other materials from being released into waters of the state.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

33. All excavated piles and debris that is collected shall be disposed upland in an approved disposal site.

- Justification - Ecology must be assured that the Project Proponent is managing and disposing of piles and debris to protect water quality and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

34. If a barge is used during pile removal, the work surface on the barge deck shall include containment for piles and any liquid or sediment removed during pulling of the piling.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

35. Sediments spilled on work surfaces shall be contained and disposed of with the pile debris at an approved upland disposal site.

- Justification - Ecology must be assured that the Project Proponent is managing and disposing of sediment to protect water quality and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

36. Water left in the containment on the barge shall not be discharged into waters of the state.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

Geotechnical and Sediment Sampling

37. Geotechnical and sediment sampling as part of cleanup or restoration studies, for geotechnical testing to inform stability or constructability of designs, and to support DMMP Suitability Determination Memorandums shall follow the BMPs listed in the combined Biological Evaluation (section 1.3.7).

- Justification - Ecology must be assured that the Project Proponent is managing and disposing of excess sediment appropriately and to protect water quality and beneficial uses.

- Citation - Chapter 70.105D RCW, Chapter 90.48 RCW, RCW 90.48.030, Chapter 173-200 WAC, Chapter 173-201A WAC, WAC 173-201A-300 - 330, Chapter 173-204 WAC and WAC 173-225-010.

Dredging

38. All dredging is to be done using a mechanical (clamshell) dredge. Ecology must approve any other dredging method prior to its use.

- Justification - Ecology has reviewed the project and the BMPs for a specific type of dredging. Changes to the dredging method would require different BMPs. If new dredging methods are proposed, a new WQC pre-filing meeting request, followed by a new WQC request (after requisite 30-days) is required.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.52-040 RCW, Chapter 90.54.020(2)(b) RCW, Chapter 173-201A WAC, Chapter 173-201A-240(5)(b) WAC, and Chapter 173-204-400(2) WAC, and WAC 173-225-010.

39. Only suitable dredged material will be disposed of by bottom dump barge at the Commencement Bay open-water disposal site.

- Justification - Ecology has reviewed the project and the BMPs for a specific type of disposal technique and disposal location. If different in-water disposal sites are proposed, a new WQC pre-filing meeting request, followed by a new WQC request (after requisite 30-days) is required.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.52-040 RCW, Chapter 90.54.020(2)(b) RCW, Chapter 173-201A WAC, Chapter 173-201A-240(5)(b) WAC, and Chapter 173-204-400(2), and WAC 173-225-010.

40. All unsuitable material will be transloaded at an approved facility and disposed of at a permitted upland disposal site.

- Justification - Use of a permitted trans loading facility ensures that appropriate BMPs, including appropriate containment and spill plans, are implemented. Additionally, use of a permitted disposal location ensures appropriate BMPs will be implemented to prevent contaminants from migrating into groundwater or surface waters.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.52-040 RCW, Chapter 90.54.020(2) (b) RCW, Chapter 173-200 WAC, Chapter 173-201A WAC, Chapter 173-201A-240(5)(b) WAC, and Chapter 173-204-400(2), and WAC 173-225-010.

41. Dredging operations shall be conducted in a manner that minimizes the disturbance and siltation of adjacent waters and prevents the accidental discharge of petroleum products, chemicals or other toxic or deleterious substances into state waters.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

42. Dredged material shall not be temporarily or permanently stockpiled below the OHWM.

- Justification - Stockpiles below the OHWM can discharge excess sediment to waters of the state and degrade water quality. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

43. All debris larger than two (2) feet in any dimension shall be removed from the dredged sediment prior to disposal at the open water site. Similar-sized debris floating in the dredging or disposal area shall be removed.

- Justification - Ecology must be assured that the Project Proponent is managing and disposing of material to protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

44. A pre-dredge meeting is required to be convened prior to the start of dredging. A **Dredging and Disposal Work plan**, season-specific Water quality Monitoring Plan (WQMP)(condition C6), and DMMP Suitability Determination Memorandum (SDM)(condition E46) shall be submitted to Ecology per Condition A2 at least two weeks prior to the pre-dredge meeting. The Dredging and Disposal work plan shall include the following:

a. General information including schedule, primary contact, and hours of operation.

b. Dredged quantities and disposal location, including any upland locations (transloading and disposal).

c. Dredging procedures and sequence.

d. Equipment list.

e. A description of the BMPs to be used for dredging, dewatering, transloading, and disposal.

- Justification - Ecology needs to meet with the Project Proponent and contractor to go over the work plan prior start of work to ensure that the plan reflects the project that has been authorized by this WQC Order. This condition is intended to assure the Project Proponent remains in full compliance with state water quality requirements for the duration of the project.

- Citation - Chapter 70A.200 RCW, Chapter 77.55 RCW, RCW 79.02.300, Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.52-040 RCW, RCW 90.54.020(2)(b), Chapter 173-201A WAC, WAC 173-201A-240(5)(b), WAC 173-201A-300, WAC 173-201A-330, WAC 173-204-400(2), WAC 173-225-010, and Chapter 220-660 WAC.

45. All dredging and disposal shall have a valid suitability determination prior to in-water work.

- Justification - The DMMP process confirms that material is suitable for in-water disposal and that the project meets state anti-degradation regulations.

- Citation - Chapter 173-201A WAC, Chapter 173-201A-230 WAC, WAC 173-201A-240(1), WAC 173-201A-240(2), Chapter 173-204 WAC, WAC 173-204-110-120, WAC 173-204-400(2), WAC 173-204-410(7), WAC 173-204-350(d), and Chapter 173-225 WAC.

46. Any deviations from the authorized dredging footprint, depths, or volumes must be reported to the Project Manager within 24 hours of discovery.

- Justification - Ecology has the authority to prevent and control pollution of state waters. By authorizing a discharge into a water of the state, through a WQC, Ecology is certifying the project as proposed will not negatively impact water quality. Therefore, it is imperative the project is conducted as it was presented during the review process.

- Citation - 40 CFR 121.5, 40 CFR 121.10, 40 CFR 121.11, Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.120, RCW 90.48.260, Chapter 173-200 WAC, Chapter 173-201A WAC, Chapter 173-204 WAC, and WAC 173-225-010.

47. A post-dredge report shall be submitted to the Project Manager within 30 days of completion of dredging shall include:

a. The final dredge volume

b. location(s) of in-water placement

c. volume and location(s) of material placed in uplands.

d. Plotted results of the post-dredge bathymetric survey. Results must clearly display the post-dredge sediment surface in relation to the permitted dredge boundary and depth, as well as the location of project features such as docks, wharfs and other landmarks. The vertical datum must be clearly indicated.

- Justification - Ecology has the authority to prevent and control pollution of state waters. By authorizing a discharge into a water of the state, through a WQC, Ecology is certifying the project as proposed will not negatively impact water quality. Therefore, it is imperative the project is conducted as it was presented during the review process.

- Citation - 40 CFR 121.5, 40 CFR 121.10, 40 CFR 121.11, Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.120, RCW 90.48.260, Chapter 173-200 WAC, Chapter 173-201A WAC, Chapter 173-204 WAC, and WAC 173-225-010.

F. Emergency/Contingency Measures

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

- Justification - Ecology must ensure that the Project Proponent has a plan to prevent pollution from entering waterways. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, Chapter 90.56.280 RCW, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, WAC 173-225-010, and WAC 173-303-145.

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

- Justification - Ecology must have assurance that the Project Proponent has the material readily available in WQC Order to address any spills that might occur to protect waters of the state. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, RCW 90.56.280, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, WAC 173-225-010, and WAC 173-303-145.

3. Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc., shall be checked regularly for drips or leaks, and shall be maintained and stored properly to prevent spills into state waters.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, RCW 90.56.280, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, WAC 173-225-010, and WAC 173-303-145.

4. Work causing distressed or dying fish and discharges of oil, fuel, or chemicals into state waters or onto land with a potential for entry into state waters is prohibited. If such work, conditions, or discharges occur, the Project Proponent shall notify Ecology's Federal Permit Manager, per condition A2, and immediately take the following actions:

1. Cease operations at the location of the non-compliance.

   Assess the cause of the water quality problem and take appropriate measures to correct the problem and prevent further environmental damage.

   In the event of a discharge of oil, fuel, or chemicals into state waters, or onto land with a potential for entry into state waters, containment and cleanup efforts shall begin immediately and be completed as soon as possible, taking precedence over normal work. Cleanup shall include proper disposal of any spilled material and used cleanup materials.

   Immediately notify Ecology's Regional Spill Response Office and the Washington State Department of Fish and Wildlife with the nature and details of the problem, any actions taken to correct the problem, and any proposed changes in operation to prevent further problems.

   Immediately notify the National Response Center at 1-800-424-8802, for actual spills to water only.

   - Justification - This condition is necessary to prevent oil and hazardous materials spills from causing environmental damage and to ensure compliance with water quality requirements. The sooner a spill is reported, the quicker it can be addressed, resulting in less harm. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, RCW 90.56.280, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, WAC 173-225-010, and WAC 173-303-145.

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

- Justification - Oil and hazardous materials spills cause environmental damage. The sooner a spill is reported, the quicker it can be addressed, resulting in less harm. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, RCW 90.56.280, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, WAC 173-225-010, and WAC 173-303-145.

Your right to appeal

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

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

- File your notice of appeal and a copy of this WQC Order with the PCHB (see filing information below). "Filing" means actual receipt by the PCHB during regular business hours as defined in WAC 371-08-305 and -335. "Notice of appeal" is defined in WAC 371-08-340.

- Serve a copy of your notice of appeal and this WQC Order on the Department of Ecology mail, in person, or by email (see addresses below).

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

Filing an appeal

Filing with the PCHB

For the most current information regarding filing with the PCHB, visit: https://eluho.wa.gov/ or call: 360-664-9160.

Service on Ecology

Street Addresses:

Department of Ecology
Attn: Appeals Processing Desk
300 Desmond Drive SE
Lacey, WA 98503

Mailing Addresses:

Department of Ecology
Attn: Appeals Processing Desk
PO Box 47608
Olympia, WA 98504-7608

E-Mail Address:

ecologyappeals@ecy.wa.gov

Americans with Disabilities Act Information

Accommodation Requests

To request ADA accommodation including materials in a format for the visually impaired, call Ecology at 360-407-6831 or visit https://ecology.wa.gov/accessibility. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TTY at 877-833-6341.

Contact Information

Please direct all questions about this WQC Order to:

Laura Inouye
Department of Ecology
360-515-8213
Laura.Inouye@ecy.wa.gov

More Information

- **Pollution Control Hearings Board Website**
  https://eluho.wa.gov

- **Chapter 43.21B RCW - Environmental and Land Use Hearings Office – Pollution Control Hearings Board**
  http://app.leg.wa.gov/RCW/default.aspx?cite=43.21B

- **Chapter 371-08 WAC – Practice and Procedure**
  http://app.leg.wa.gov/WAC/default.aspx?cite=371-08

- **Chapter 34.05 RCW – Administrative Procedure Act**
  http://app.leg.wa.gov/RCW/default.aspx?cite=34.05

- **Chapter 90.48 RCW – Water Pollution Control**
  http://app.leg.wa.gov/RCW/default.aspx?cite=90.48

- **Chapter 173.204 WAC – Sediment Management Standards**
  http://apps.leg.wa.gov/WAC/default.aspx?cite=173-204

- **Chapter 173-200 WAC – Water Quality Standards for Ground Waters of the State of Washington**
  http://apps.leg.wa.gov/WAC/default.aspx?cite=173-200

- **Chapter 173-201A WAC – Water Quality Standards for Surface Waters of the State of Washington**
  http://apps.leg.wa.gov/WAC/default.aspx?cite=173-201A

Signature

Dated this 5th day of June, 2025 at the Department of Ecology, Lacey, Washington.



Brenden McFarland on behalf of
Loree' Randall, Section Manager
Aquatic Permitting & Protection Section
Shorelands and Environmental Assistance Program

Attachment A

Statement of Understanding
Water Quality Certification Conditions

POT Programmatic Maintenance, Repair and Scientific Sampling

Water Quality Certification WQC Order No. 23740

As the Project Proponent for the POT Programmatic Maintenance, Repair and Scientific Sampling program, I have read and understand the conditions of Washington State Department of Ecology WQC Order No. 23740, and any permits, plans, documents, and approvals referenced in the WQC Order. I have and will continue to ensure that all program engineers, contractors, and other workers at the project sites with authority to direct work have read and understand the conditions of this WQC Order and any permits, plans, documents, and approvals referenced in the WQC Order.

_____ _____
Signature Date

_____ _____
Title Phone

_____
Company

Appendix D

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

June 25, 2025

Port of Tacoma
Attn: Kristin Evered
P.O. Box 1837
Tacoma, WA 98401

Re: Coastal Zone Management Federal Consistency Decision for the Port of Tacoma Programmatic Maintenance, Repair and Scientific Sampling (Corps No. NWS-2024-446), Blair Waterway, Tacoma, Pierce County, Washington

Dear Kristin Evered:

On October 1, 2024, the Department of Ecology (Ecology) received a Certification of Consistency with the Washington State Coastal Zone Management Program (CZMP) for the above project. A Joint Public Notice between Ecology and the Army Corps of Engineers was issued on October 24, 2024. On March 25, 2025, the Port of Tacoma and Ecology agreed to stay the CZM review period until July 25, 2025, in order for the Port of Tacoma to meet the requirements of the state's Shoreline Management Act and Water Pollution Control Act.

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

1. The Port of Tacoma must obtain final shoreline permits/exemptions prior to in-water work as required under the Shoreline Management Act (SMA). This will demonstrate consistency with the enforceable policies of the SMA.

The Port of Tacoma obtained shoreline permit exemptions for all activities except boat launch repairs, shoreline stabilization, and maintenance dredging. Pierce County will not broadly issue shoreline permits or exemptions for these categories of activities prior to a specific activity being proposed and more detailed plans provided. In order to ensure consistency with the enforceable policies, the Port of Tacoma provided a CZM Consistency Memorandum on May 16, 2025, for boat launch repairs, shoreline stabilization, and maintenance dredging confirming that proposed activities would be consistent with the City of Tacoma's Shoreline Master Plan.

Additionally, the Section 401 Water Quality Certification issued for this proposal (#23740) also requires final shoreline permits/exemptions be obtained prior to in-water work (condition A12).

The proposed action consists of a range of activities covered under a single program for the Port of Tacoma. The program is limited to maintenance, repair, and replacement of portions of existing Port structures on an as-needed basis to maintain the function and structural integrity of piers, pier structures (e.g., fenders, etc.), dolphins, bulkheads, shoreline protection armor, docks and wharves, outfalls, and berths along with sediment sampling to support these Port maintenance and cleanup obligations. The Port of Tacoma's facilities are subject to normal wear and tear and weather and vessel-related damage. As a result, routine maintenance of Port facilities is necessary. These activities include maintenance of existing structures, including pile systems, fender systems and rub strips, cathodic protection systems, decks, piles/ramps/float assemblages, overwater safety equipment, shoreline stabilization (including alternative shoreline stabilization in place of hard armoring), outfalls and tide gates, boat ramps and launches, under pier utilities, navigational aids, and on-dock structures (minor overwater construction).

The program also includes maintenance dredging of existing vessel berths, geotechnical/sediment sampling to support dredging and cleanup projects, pile and overwater structure removal, and debris/vessel removal. The program does not cover new structures, new areas of shoreline stabilization, or wetland impacts.

These activities would occur in Commencement Bay, Pierce County, Washington.

If you have any questions regarding Ecology's decision, please contact Laura Inouye at laura.inouye@ecy.wa.gov.

Your right to appeal

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

To appeal, you must do all of the following within 30 days of the date of receipt of this decision:

- File your notice of appeal and a copy of this decision with the PCHB (see filing information below). "Filing" means actual receipt by the PCHB during regular business hours as defined in WAC 371-08-305 and -335. "Notice of appeal" is defined in WAC 371-08-340.
- Serve a copy of your notice of appeal and this decision on the Department of Ecology by mail, in person, or by email (see addresses below).

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

Address and Location Information

Filing with the PCHB

For the most current information regarding filing with the PCHB, visit: https://eluho.wa.gov/ or call: 360-664-9160.

Service on Ecology

Street Addresses:

Department of Ecology
Attn: Appeals Processing Desk
300 Desmond Drive SE
Lacey, WA 98503

Mailing Addresses:

Department of Ecology
Attn: Appeals Processing Desk
PO Box 47608
Olympia, WA 98504-7608

E-Mail Address:

ecologyappeals@ecy.wa.gov

Sincerely,

Loree' Randall

Loree' Randall, Section Manager
Aquatic Permitting & Protection Section
Shorelands and Environmental Assistance Program

Sent via e-mail: Kevered@portoftacoma.com

E-cc: LeeAnn Simmons, U.S. Army Corps of Engineers
Robert Brenner, Port of Tacoma
Teressa Pucylowski, Ecology
Austin Schmalz, Ecology
fedconsistency@ecy.wa.gov

Appendix E

Staff SEPA Determination Findings Report

Project Title: Port of Tacoma Programmatic Maintenance Dredge

Date: April 29, 2025

Environmental Project Manager: Kristin Evered

Proponent: Port of Tacoma

Project location: Port-owned and managed facilities in the Blair (47.266039, -122.393065) and Sitcum (47.268009, -122.415470) Waterways.

Proposal Summary: Large vessels coming into and leaving the berth areas displace bottom sediments, resulting in scour holes and shoaling. The high spots generated by propeller-wash and other berthing activities can result in navigation hazards, which may not allow for full vessel loading (economic and environmental impact) and lead to grounding of vessels (safety issue and benthic disturbance). When this occurs, targeted maintenance dredging is necessary to remove the high spots to restore and maintain berth elevations, which allows terminal operators and vessels to operate safely and efficiently at full capacity.

Targeted maintenance dredging is proposed, as needed, over the next ten years, for Port-owned and managed facilities, in the Blair and Sitcum Waterways. The Port proposes to dispose of suitable sediments at the Commencement Bay open water disposal site or an available beneficial use location if the DMMP agencies determine that sediment characterization results meet open-water disposal criteria; otherwise, they will be transferred for disposal at an upland location licensed/permitted to receive the sediments, if sediment quality or schedule dictates. For dredged materials deemed unsuitable for open water disposal, a transload facility will be required to get unsuitable materials from barge to shore, prior to trucking the material to the final disposal location. The transload facility may be an existing facility run and maintained by others (licensed and permitted) or may be set up by the Port of Tacoma or selected contractor, with all applicable permits issued and in effect prior to use of the facility.

Government Approvals Permits required:

Port of Tacoma

- SEPA Determination

City of Tacoma

- Shoreline Substantial Development Permit (SSDP) Exemption

Washington Department of Ecology

- Section 401 Water Quality Certification
- Coastal Zone Management Consistency Certification

Washington Department of Fish and Wildlife

- Hydraulic Project Approval (HPA)

Washington Department of Natural Resources

- Site Use Authorization for Commencement Bay Dredged Material Management Program (DMMP) site (assuming chemical suitability)

United States Army Corps of Engineers

- Section 10 Permit
- Section 404 Permit
- Endangered Species Act Section 7 Consultation
- Section 106 Review

SEPA Findings:

- **Air:**
    - Construction equipment of the types used for this project are common on the industrial waterfront, and short-term air emissions will not result in an increase in emissions compared to baseline conditions at the Port.
    - Short-term emissions from heavy construction equipment as well as trucking associated with transloading of unsuitable materials scheduled for upland disposal.
    - Construction equipment will meet all state and local emission standards, including Puget Sound Clean Air Agency regulations.
    - Low sulfur fuel will be used, and the Port's anti-idling policy will be enforced.
    - Anticipated emissions following completion are not expected to be significantly different than current operations.
- **Water & Erosion:**
    - The project involves dredging in the Blair and Sitcum Waterways. No groundwater will be withdrawn. There are no known potential significant adverse impacts to groundwater or surface water quality resulting from the proposed project.
    - Dredging operations have the potential to create temporary and localized turbidity and suspend sediments. Dredging best management practices will be followed to reduce turbidity and suspension of sediments in the waterway.
    - All Dredge Material Management Program requirements will be followed if using the Commencement Bay Open Water Disposal facility if the material is deemed suitable by the DMMO for in-water disposal.
    - If transloading of unsuitable dredged materials is to take place within the described project area, it would take place over and adjacent to the described waters.
    - No waste materials will be discharged to surface water. The contractor will develop and implement a spill prevention plan, and work under a Water Quality Monitoring Plan.
- **Plants:** There are no threatened or endangered plant species on or near the site.
- **Animals:**
    - This project will use the NMFS and USFWS Biological Opinions for the Port of Tacoma Programmatic Maintenance and Repair permit (WCRO-2024-02448 FWS/R1/2025-

0000930) to evaluate listed species and to detail best management practices to be followed to minimize potential impacts

- **Energy and Natural Resources:**
    - No energy will be needed to meet the completed project's energy needs.
- **Environmental Health:** There are no anticipated environmental health hazards associated with this project.
- **Noise:**
    - Noise: There is no long-term expected increase in noise due to operations as these heavily industrialized locations experience a high level of ambient noise associated with existing commercial and industrial operations.
    - Short-term noise associated with the project includes construction equipment maneuvering in, out, and around the project area for the duration of construction operations. The noise level of this equipment is not considerably different than that of vessels typically coming and going from marine terminals. There will be no long-term changes to noise types and levels at the facility.
- **Land Use:**
    - The Blair and Sitcum Waterways are shorelines of the state and activity in it, or within 200 feet of the OHWM, is subject to the Shoreline Management Act and the City Shoreline Management Master Program (Chapter 13.10 TMC). The project is located within the S-10 Shoreline District – Port Industrial (Section 13.10.130 TMC) and is consistent with the applicable provisions of the master program.
- **Housing:** No housing will be eliminated, and none is proposed.
- **Aesthetics:** There are no proposed structures within the scope of this project.
- **Light and Glare:** No light or glare will be produced by the project.
- **Recreation:** No recreation opportunities will be impacted by the proposal.
- **Historical and Cultural Preservation**
    - The Port and PTOI staff will collectively decide this project's risk of encountering cultural resources and how to mitigate that risk. Measures may include an independent archeological assessment and onsite monitoring during construction if warranted.
    - Disturbance of the sediment will be limited to grading of the slope, which will be conducted in areas that have been graded in the past. Therefore, disturbance of unknown cultural resources is highly unlikely.
- **Transportation**
    - The proposal will not require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities.

Conclusion:

Staff conclude that this project does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under Revised Code of Washington (RCW) 43.21C.030(2)(c).



Mark Rettmann
Interim Senior Program Manager

Appendix F

HYDRAULIC PROJECT APPROVAL

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

Issue Date: 06/11/2026
Project End Date: 02/15/2031

Permit Type: HPA - Standard
Permit Number: 2026-6-199+01
Application ID: 0047695

PERMITTEE	AUTHORIZED AGENT
ATTENTION Port of Tacoma Sara Potter One Sitcum Plaza P.O. Box 1837 Tacoma, WA 98401	ATTENTION Confluence Environmental Company Calvin Douglas 146 N Canal Street Suite 111 Seattle, WA 98103

Project Name: Port of Tacoma - Tru-Grit Site Sediment Remediation

Project Description: The Port of Tacoma proposes to clean up/dredge contaminated sediments adjacent to the former Tru-Grit facility located on the northeastern side of the Blair Waterway in Tacoma. The Tru-Grit cleanup site includes areas of historic marine sediment contamination along the shoreline of Port of Tacoma Property (parcel no. 2275200292) and a portion of the side slopes of the USACE Federal Navigation Channel (FNC) in the Blair Waterway.

PROVISIONS

AUTHORIZED WORK TIMES

1. To protect fish and shellfish habitats at the job site, work below the ordinary high water line (OHWL) must occur from July 15 through December 31 and January 1 through February 15 of a given year for the life of this permit.

PROJECT APPROVALS

2. Work must be accomplished per the plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "02_JARPA Drawings_PoT Tru-Grit_April 2026," uploaded to APPS on April 14, 2026, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.

INVASIVE SPECIES CONTROL

3. Follow Method 1 for low-risk locations (i.e., clean/drain/rinse/dry). Thoroughly remove visible dirt and debris from all equipment and gear—including vessels, boots, waders, drive mechanisms, wheels, tires, tracks, buckets, and undercarriage—before arriving at and leaving the job site to prevent the transport and introduction of aquatic invasive species. For contaminated or high-risk sites, refer to the Method 2 Decontamination protocol. Clean, rinse, and dry all decontamination equipment used and properly dispose of any water and chemicals used for cleaning. For additional decontamination details, including specific protocols for freshwater, marine, and estuarine environments, refer to the Washington Department of Fish and Wildlife Invasive Species Management Protocols, available online at https://wdfw.wa.gov/species-habitats/invasive/prevention/clean-drain-dry#decontamination

NOTIFICATION REQUIREMENTS

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

STAGING, JOB SITE ACCESS, AND EQUIPMENT

6. Establish staging areas (used for activities such as equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
7. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.
8. Operate vessels with minimal propulsion power to avoid prop scour damage to the bed and marine vegetationhabitats.
9. Restrict barge use to tidal elevations adequate to prevent grounding of the barge.

SEDIMENT, EROSION, AND POLLUTION CONTAINMENT

10. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.
11. Before starting work, install sediment and erosion control measures to prevent sediment from entering waters of the state. Inspect the sediment and erosion control measures regularly during construction and make all needed repairs if any damage occurs.
12. Do not stockpile dredged material waterward of the ordinary high water line.
13. To minimize turbidity, hopper dredges, scows, and barges used to transport dredged materials to the disposal or transfer sites must completely contain the dredged material. If removal of excessive effluent is necessary for the safe operation of vessels handling dredged materials, this material must first pass through hay bales, filter fabric, or other suitable turbidity controls placed over the barge scuppers. This permit does not allow for overflow or spillage that bypasses these controls.
14. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.
15. Maintain dredging equipment in good repair to prevent the loss of lubricants, grease, and any other deleterious materials from entering the waterway.
16. Dispose of dredged bed materials in an upland area landward of the ordinary high water line

FISH LIFE

17. To avoid attracting fish to artificial light at night, limit dredging activities to daylight hours whenever feasible.

HABITAT FEATURES

18. Retain all natural habitat features on the bed or banks including large woody material and boulders. You may move these natural habitat features during construction but you must place them near the pre-project location before leaving the job site.

PROJECT IMPLEMENTATION

19. Accomplish dredging by starting at the upstream end of the slope within job site boundary and working in a down-slope direction.
20. Conduct dredging with a mechanical dredge. Operate mechanical dredge to minimize turbidity. During excavation, complete each pass. Stockpile dredged material in the location shown on the approved plan.
21. This HPA authorizes dredging to a maximum depth of -52 feet Mean Lower Low Water (MLLW). Up to two feet of overdredge is authorized to ensure contamination is adequately removed.
22. Place a 6-inch minimum thick layer of residual management cover (RMG) over the entire dredged area. Place this material at a slope grade no greater than 3:1 to make sure it stays in place. RMG should be placed uniformly and must be free of materials that could leach metals, petroleum products, or other hazardous materials.
23. Use a boom or similar device to contain floatable materials.
24. Do not deploy anchors or spuds in contaminated sediments unless specified by the Department of Ecology.

DEMOBILIZATION AND CLEANUP

25. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.
26. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.

PROJECT LOCATION(S)

Location		
Tru-Grit Site, Port of Tacoma Property parcel no. 2275200292		
Latitude	**Longitude**	**County**
47.271462149123270	-122.399838058097940	Pierce
WRIA	**Waterbody**	**Tributary to**
WRIA	Other	Other

APPLIES TO ALL HYDRAULIC PROJECT APPROVALS

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

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

This Hydraulic Project Approval does not authorize trespass.

HYDRAULIC PROJECT APPROVAL

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

Issue Date: 06/11/2026
Project End Date: 02/15/2031

Permit Type: HPA - Standard
Permit Number: 2026-6-199+01
Application ID: 0047695

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

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

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

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

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

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), the Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the WDFW employee who issued, denied, or conditioned the HPA to discuss your concerns. Such a discussion may resolve your

concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by WDFW management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process.

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

   A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the WDFW Habitat Program, Natural Resources Building, 1111 Washington St SE, Olympia, Washington 98501. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Habitat Program Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

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

   A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Habitat Program, Natural Resources Building, 1111 Washington St SE, Olympia, Washington 98501. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Habitat Program Director's or designee's written decision in response to the informal appeal.

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

Miles Penk
Regional Habitat Biologist
(360) 480-2908
miles.penk@dfw.wa.gov



For Director
DFW

Appendix G

City of Tacoma
Planning and Development Services

August 12, 2026

Sara Potter
Port of Tacoma
P.O. Box 1837
Tacoma, WA 98401 via email: spotter@portoftacoma.com, marlene.meaders@confenv.com

RE: LU26-0071 - Shoreline Substantial Development Permit Exemption for the Tru-Grit Site Sediment Remediation Dredging Project
1110 E Alexander Ave, Parcel No. 2275200292 and 0321362046

Dear Sara,

You have requested a shoreline exemption for maintenance dredging and at the Tru-Grit Site, located on the Blair Waterway on parcel number 2275200292 and federal navigation channel (FNC) that does not have parcel numbers. The proposal also includes sediment processing on parcel 0321362046.

The Port of Tacoma (Port) proposes to remove known contaminated sediments from the side slope of the Blair Waterway adjacent to the Tru-Grit facility in Tacoma, Washington. The cleanup site is located on a Port-owned parcel 2275200292 and adjacent FNC. Contaminated sediments must be removed before the U.S. Army Corps of Engineers (USACE) Tacoma Harbor Deepening begins. This will prevent contaminated sediments from sloughing into the FNC during or after channel deepening activities. The sloughing of contaminated sediments has the potential to resuspend and spread harmful contaminants into the water column that may impact human health or sensitive aquatic species and resources in the area. The project also proposes to complete processing of the sediments at a transloading facility located at parcel 0321362046.

The project proposes dredging two areas:

- Area A is located offshore of the Tru-Grit dock and overlaps with portions of the FNC Tacoma Harbor Deepening dredged material management units (DMMUs) D117 and D118 (also subsurface DMMUs D506 and D507). The depth of sediments currently exceeding the performance standards is 4 feet below mudline. Preliminary estimates of removal volumes are 5,767 cubic yards with an addition of a 2-foot over-dredge allowance with a total of 9,062 cubic yards and estimated side slope volumes calculated using a 2H:1V (horizontal to vertical ratio) side slope assumption.
- Area B is located offshore of the Powers Dock and overlaps with portions of the FNC Tacoma Harbor Deepening DMMU D119 (also subsurface DMMU D507). The depth of sediments currently exceeding the performance standards is 8 feet below mudline. The projected volume of removal is 2,723 cubic yards with over-dredge.

In total, the project proposes 8,490 cubic yards of contaminated sediment to a target depth of –52 feet mean lower low water (MLLW). The Port is also requesting authorization for an additional two-foot over-dredge allowance, which could increase the total dredged volume by approximately 4,209 cubic yards, for a combined anticipated maximum of approximately 12,699 cubic yards.

Because the full extent of contamination has not yet been determined, both the required dredge depth and total removal volume may exceed these estimates. After contaminated materials are removed, the project includes placing residuals management cover (RMC) material within the dredged area to restore the site to a final elevation of –51 feet MLLW.

The dredging project area is located within the Blair Waterway. The associated transloading facility, located on parcel 0321362046, is situated in the Hylebos Waterway. Dredging activities will occur within the S-13 Marine Waters of the State, and the transloading facility is located within the S-10 Port Industrial Area.

At the transloading facility (parcel 0321362046), the proposed work is located within shoreline jurisdiction, which extends 200 feet landward from the ordinary high-water mark (OHWM), as well as within the marine buffer, which extends 50 feet landward from the OHWM at this location. A Category II wetland known as Kaiser Ditch is also present, with a 100-foot buffer measured from its OHWM.

No critical areas, other than the waters of the state, were identified in connection with the dredging work on parcel 2275200292.

Dredging actions will be conducted during the Washington Department of Fish and Wildlife (WDFW) approved in-water work window for Commencement Bay (July 15 - February 15 of each year), which is outside of times when juvenile salmonids are expected to be present based upon best available science. Additional procedures and Best Management Practices (BMPs) to minimize potential temporary impacts to habitat, fish and wildlife, include but are not limited to:

- No dredging will occur in any identified sand lance, surf smelt or herring spawning areas; and
- No dredging will occur in areas with eelgrass or kelp.

A comprehensive list of BMPs is contained within the applicant's Joint Aquatic Resources Permit Application (JARPA), shoreline narrative and project cover letter.

All contaminated sediment generated during dredging will be transported to an existing, permitted Port material-handling facility within the Seaport Core Manufacturing Zone, which operates under a current Construction Stormwater General Permit and is managed in compliance with the Port's Municipal Separate Storm Sewer System (MS4) permit. No discharges or impacts are anticipated to the adjacent Category II wetland (Kaiser Ditch), its associated buffer, any Fish and Wildlife Habitat Conservation Areas, or the shoreline buffer.

Pursuant to the State Environmental Policy Act (SEPA), Washington Administrative Code (WAC) 197-11-340, the Port of Tacoma, as Lead Agency, issued an environmental determination for the project. The SEPA Determination is included with the application documents. For further information regarding SEPA, please contact the project applicant.

The proposed maintenance dredging has been found consistent with the Tacoma Shoreline Master Program (TSMP) exemption criteria under Tacoma Municipal Code (TMC) 19.02.030.C.2 and D.1, which allow dredging activities necessary to prevent the decline, lapse, or cessation of a lawfully established condition. Although the project will temporarily extend beyond the legally established basin depth, it will ultimately restore the basin to its authorized depth upon completion. This approach aligns with TMC 19.02.030.C.2, which permits relocation or reconfiguration of development within existing property boundaries when it results in a measurable and sustainable ecological improvement. The removal of contaminated sediments from the marine environment constitutes such an improvement, providing a clear ecological benefit.

The requested exemption to the City's Shoreline Substantial Development Permit requirement is consistent with the policies of the Shoreline Management Act, the policies and implementing regulations of the TSMP and with the criteria set forth in the WAC and Revised Code of Washington (RCW) for the authorization of such permits.

Therefore, the exemption request is Approved, subject to the following **Conditions**:

1. The work must be accomplished per the approved plans and specifications.
2. All minimization measures and BMPs provided in the cover letter, JARPA, and shoreline narrative shall be followed.
3. The RMC placed must be clean suitable material.
4. Approval from the Army Corps of Engineers is required prior to issuance of City of Tacoma construction permits and shall be uploaded with the construction permit application(s).
5. A Hydraulic Project Approval (HPA) from the WDFW is required prior to issuance of City of Tacoma construction permits and shall be uploaded with the construction permit application(s). The applicant shall follow the work window for construction listed under the HPA.
6. A copy of this exemption letter shall be available on the site during all stages of the project.

The applicant is also **Advised** of the following:

- This permit is only applicable to the proposed project as described above and based upon the information submitted by the applicant. Future activities or development within regulated state waters or the 200-foot shoreline jurisdiction may be subject to further review and additional permits or exemptions as required in accordance with TMC 19.
- This Letter of Exemption shall expire one year after its date of issuance.
- The applicant shall obtain other approvals prior to construction as required by other local, state and federal agencies. The City of Tacoma is not the only reviewing agency with jurisdiction over the project area. The USACE, WDFW and/or Washington Department of Natural Resources may have requirements regarding work within regulated waters that may be applicable to the project.

We are issuing this letter of exemption per the provisions of the TSMP and Title 19 to comply with the requirements of WAC 173-27-050 and WAC 173-27-040. Should you have any further questions or requests please do not hesitate to contact me at 253-345-1367/ AHenderson2@tacoma.gov.

Sincerely,



Alexia Henderson
Senior Critical Areas Biologist

cc via e-mail:
Port of Tacoma – Info@portoftacoma.com
Puyallup Tribe - Jennifer.M.Keating@puyalluptribe-nsn.gov, Brandon.Reynon@PuyallupTribe-nsn.gov; Mike.Shong@PuyallupTribe-nsn.gov; robert.b.barandon@puyalluptribe-nsn.gov
Washington Department of Ecology, Shorelands & Environmental Assistance Program - smp@ecy.wa.gov; ECYSEAPermits@ecy.wa.gov
Washington Department of Fish and Wildlife - R6SSplanning@dfw.wa.gov
U.S. Army Corps of Engineers, Attn: Regulatory Branch, CENWS-OD-RG - alexandra.m.hammond@usace.army.mil
Washington Department of Natural Resources – Kirsten.miller@dnr.wa.gov; shoreline@dnr.wa.gov

Appendix H

Project Summary & Contact Information
For Inadvertent Discovery Plan

Port of Tacoma
Former Tru-Grit, 1110 East Alexander (Parcel 115) - Blair Waterway
Tacoma, Washington
May 2026

The Site is located on the northeastern side of the Blair Waterway, with the upland addressed at 1110 East Alexander Avenue, Tacoma, Washington. The Site includes areas of contaminated marine sediment along the shoreline and nearshore of Tru-Grit and the Graymont Inc facility to the east, as well as within a portion of side slopes of the proposed federal navigation channel (FNC) in the Blair Waterway. The upland portion of the Site includes the Tru-Grit facility and portions of the adjacent Orion Marine Group, Inc., lease area, which Tru-Grit used briefly for material storage. Tru-Grit is an Ecology cleanup site (Tru-Grit Abrasives Inc - (1294). The Port of Tacoma (Port) purchased the property in 2007 and continued to lease the premises to Tru-Grit until at least 2012. A cultural and historic study was conducted as part of the Blair-Hylebos Terminal Redevelopment Project. (*Cultural Resources Overview for the Blair-Hylebos Terminal Redevelopment Project*, Technical Report #350, February 18, 2009).

Sediment sampling was conducted in May of 2008 by Landau Associates, and a report was submitted to Ecology in July of 2009. Concentrations for copper and zinc were each above the biological Cleanup Screening Levels (CSLs), which represent sediment quality that may cause minor adverse effects. Ecology identified Tru-Grit as a sediment site per Washington States Sediment Management Standards (Chapter 173-204 WAC).

The U.S. Army Corps of Engineers (USACE) is currently planning to deepen the FNC in the Blair Waterway to -57 feet mean lower low water (MLLW) plus a 2-foot overdredge (final elevation -59 feet MLLW; USACE FNC Deepening Project). In advance of the FNC dredging, the Port of Tacoma (Port) currently plans to remove contaminated sediments known to be located within the Site. Removal of those contaminated sediments will prevent them from sloughing into the FNC during or after waterway deepening.

Ecology is reviewing the Sediment Characterization Report and Interim Action Plan for the sufficient yet partial removal of contaminated sediments to enable the FNC dredging to proceed. The Interim Action will occur later this year. Final sediment remediation will be phased to occur after the FNC dredging is completed.

The Interim Action will remove contaminated sediments from the Lower Slope area of the Site. These include both areas of SCO exceedances and areas with elevated concentrations of potentially bioaccumulative contaminants. The contaminated sediments will be removed by mechanical dredging and will be disposed of at a permitted upland Subtitle D landfill site. Following confirmation of contaminated sediment removal, clean residuals management cover (RMC) will be placed throughout the dredging area on the post-project

surface. The estimated removal volumes are up to 12,699 cubic yards (full 2-foot overdredge allowance).

Transloading of dredged material is planned to occur at the Port's West Hylebos Log Dock facility located on the Hylebos Waterway. This facility has existing stormwater infrastructure. A temporary transload facility will be constructed to support Tru-Grit dredge material management, as well as the USACE FNC Deepening Project. Tru-Grit dredge material will be dewatered and solidified sufficiently for acceptance at a landfill for upland disposal.

Performance monitoring will be performed as described in the Interim Action Plan within the dredge areas to confirm that the approved Performance Standards have been met. If missed inventory (residual contaminated sediment) is identified in that testing, then contingency redredging may be required of affected areas.

Contacts

Upon any discovery, immediately contact Port of Tacoma and the Puyallup Tribe and secure the area.

Port of Tacoma
P.O. Box 1837, Tacoma, WA 98401
Primary Contact: Kyle Smith, Engineering Project Manager, 253-888-4755; kysmith@portoftacoma.com
Alternate Contact: Scott Hooton, Environmental Project Manager, 253-383-9428; shooton@portoftacoma.com

Puyallup Tribe
Attention: Tribal Chairman, 3009 Portland Ave, Tacoma, Washington 98404
Lead Representative: Bill Sterud, Chairman, 253-370-6935
Primary Contact: Brandon Reynon, Archaeologist/Historic Preservation Department, 253-573-7986 or mobile: 253-225-4807; brandon.reynon@PuyallupTribe-nsn.gov
Alternate Contact: Jennifer Keating, Land Use Planner, 253-382-6073 or mobile: 253-549-5397; jennifer.m.keating@puyalluptribe-nsn.gov

Muckleshoot Tribe
Attention: Tribal Chairman, 39015 172nd Ave SE, Auburn, Washington 98092
Lead Representative: Jaison Elkins, Chairman, 253-939-3311
Primary Contact: Laura Murphy, Cultural Resources Department, 253-876-3272; laura.murphy@muckleshoot.nsn.us
Alternate Contact: Melissa Calvert, Natural Resources Director, 253-876-3266; Melissa.Calvert@muckleshoot.nsn.gov

Nisqually Tribe

Attention: Tribal Chairman, 4820 She-Nah_Num Dr SE, Olympia, Washington 98513
Lead Representative: Ken Choke, Chairman, 360-456-5221
Primary Contact: Brad Beach, THPO, 360-456-5221 Ext. 2180; beach.brad@nisqually-nsn.gov
Alternate Contact: David Trout, Natural Resources; jtroutt.david@nisqually-nsn.gov

Snoqualmie Tribe
Attention: Tribal Chairman, PO Box 969, Snoqualmie, Washington 98065
Lead Representative: Robert de los Angeles, Chairman, 425-888-6551
Primary Contact: Steven Moses, Cultural Resources, 425-888-6551; DAHP@snoqualmietribe.us
Alternate Contact: Cindy Spiry, Natural Resources, 425-888-6551; ENRReview@snoqualmietribe.us

Suquamish Tribe
Attention: Tribal Chairman, 18490 Suquamish Way; POB 498, Suquamish, Washington 98392-0498
Lead Representative: Leonard Forsman, Chairman & WITPAC, 360-598-3311
Primary Contact: Stephanie Trudel, Cultural Resources, 360-394-8533; STrudel@suquamish.nsn.us
Alternate Contact: Allison O'Sullivan, Natural Resources, 360-394-8447; AOsullivan@suquamish.nsn.us

Squaxin Island Tribe
Attention: Tribal Chairman, SE 10 Squaxin Lane, Shelton, Washington 98584
Lead Representative: Kris Peters, Chairman, 360-426-9781
Primary Contact: Rhonda Foster, Cultural Resources Director & THPO, 360-432-3850; RFoster@squaxin.us
Alternate Contact: Shaun Dinubilo, Cultural Resources, 360-432-3998; SDinubilo@squaxin.us

Confederated Tribes and Bands of the Yakima Nation
Attention: Tribal Chairman, PO Box 151, Toppenish, Washington 98948
Lead Representative: Gerald Lewis, Chairman, 509-865-5121
Primary Contact: Casey Barney, Cultural Resources (Off Reservation), 509-865-5121; Casey_Barney@yakima.com
Alternate Contact: Rose Ferri, Cultural Resources, Interim THPO, 509-865-5121; Rose_Ferri@yakima.com

Washington Department of Archaeology and Historic Preservation
PO Box 48343, Olympia, Washington 98504-8343
Lead Representative: Allyson Brooks, State Historic Preservation Officer, 360-480-6922

U.S. Army Corps of Engineers, Seattle District
Primary Contacts (regular business hours/days):
Cultural Resources Program Manager, Lance Lundquist, 206-764-6909

Regulatory Branch, Section Chief, Jacalen Printz, 206-764-6901

Non-business hours/days:
Regulatory Branch Chief, Muffy Walker, 206-200-9954

Tacoma Police Department
3701 South Pine Street, Tacoma, WA 98409
Lead Representative: Avery Moore, Chief of Police, 253-287-4455

Pierce County Medical Examiner's Office
3619 Pacific Avenue, Tacoma, Washington 98418
Lead Representative: Karen Cline-Parhamovich, DO, Chief Medical Examiner, 253-798-6494

City of Tacoma Historic Preservation Office
747 Market Street
Tacoma, WA 98402-3793
Primary Contact: Reuben McKnight, Historic Preservation Officer, 253-591-5220
Susan Johnson, Historic Preservation Coordinator, 253-281-7445

Port Consultant Contacts
ANCHOR QEA
Primary Contact: Mark Larsen (mlarsen@anchorqea.com; 206-903-3359 desk, 206-310-2263 cell)

Appendix I

Tacoma - Pierce County
Health Department
Healthy People in Healthy Communities
www.tpchd.org

WDA 2967

WASTE DISPOSAL AUTHORIZATION

(XX) Non-Asbestos **(XX) New**
( ) Asbestos ( ) Amendment

A. Generator Name: Port of Tacoma - TruGrit Remedial Action
B. Generator Address: Upland Address at 1110 East Alexander Avenue, Tacoma
C. Transporter Name: TBD
D. Technical Contact: Scott Hooton, Environmental PM Phone: 253-383-9428
E. Waste Description: Contaminated Dredge Sediment
(XX) Sludge (XX) Solid ( ) PCS ( ) Other
F. Approved Quantity: 25,000 Tons
G. **Actual Quantity (Filled in upon disposal):**
H. Multiple Loads: (**XX**) Yes ( ) No
I. Dates of Disposal: July 1, 2026 through November 30, 2026
J. Testing: RCRA-8 Total Metals, plus Cu, Ni, Zn. TCLP Metals. SVOCs. PAHs. Pesticides. PCBs
K. Reviewed by Department of Ecology: ( ) Yes (XX) No
L. Disposal/Transportation Requirements: **A copy of this WDA must be transported with EACH load of waste and presented to the LRI Landfill Scalehouse Operator.** If odors are not excessive and the soils physical characteristics are suitable for utilization as a daily cover then the soils may be used as alternative daily cover. Loads shall be covered during transport to the landfill to prevent fugitive emissions of contaminated soils. Load sizes shall comply with conditional-use and solid waste permit criteria.
M. Facility: (**XX**) **LRI Landfill (304th Street LF), 30919 Meridian Street, Eatonville, WA**

CERTIFICATION

Use of this document to deliver waste to the landfill noted above, certifies that the generator and/or applicant;

- Agree that the information submitted is true, accurate and complete to the best of their knowledge and that all known and suspected hazards have been disclosed.
- Agree that the generator and/or transporter will abide by all conditions specified in line (L) or any attachments.

If the generator and/or applicant do not agree to the above certification, this authorization is null and void.

AUTHORIZED BY:

Trevor Priestley

Trevor Priestley, TPCHD (253) 649-1842

Cc: LRI LF Scalehouse via email

APPROVED

June 9, 2026

TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH DIVISION

For Official Use Only

Appendix J

Errata

For the Construction Stormwater General Permit Issued on November 19, 2025 and effective on January 1, 2026

February 5, 2026

Numbering

Ecology has corrected one area in S2, and two areas in S4.B where numbering was out of order, or numbers were duplicated due to formatting.

For example, S4.B contained S4.B.1&2 twice:

S4.B Original inaccurate numbering: S4.B.1,2,1,2

S4.B Corrected numbering: S4.B.1,2,3,4

ERTs contacts

The ERTS contact number for NWRO was corrected.

Added Low Dissolved Oxygen

Ecology added low dissolved oxygen to the impaired waters list in S4.C.5

Definition

Ecology has changed the definition of Groundwater Discharge Point from “industrial” to “construction” for clarification

Groundwater Discharge Point (or Discharge to Groundwater) means the location where stormwater associated with construction activities enters a stormwater infiltration structure that is used, intended or designed to infiltrate water into the ground

Removed “Draft”

Ecology removed the word “Draft” in the footer.

ADA Statement

The Department of Ecology is committed to providing people with disabilities access to information and services by meeting or exceeding the requirements of the Americans with Disabilities Act (ADA), Section 504 and 508 of the Rehabilitation Act, and Washington State Policy #188.

To request ADA Accommodation, contact Water Quality Reception at 360-407-6600. For Washington Relay Service or TTY call 711 or 877-833-6341. Visit Ecology's ADA Accessibility web page[1] for more information.

For document translation services, call Water Quality Reception at 360-407-6600.

Para publicaciones en español, por favor llame a la Recepción de Calidad del Agua al 360-407-6600.

[1] https://ecology.wa.gov/About-us/Accessibility-equity/Accessibility

Issuance Date:	November 19, 2025
Effective Date:	January 1, 2026
Expiration Date:	December 31, 2030

CONSTRUCTION STORMWATER GENERAL PERMIT

National Pollutant Discharge Elimination System and
State Waste Discharge General Permit

State of Washington
Department of Ecology
Olympia, Washington 98504

In compliance with the provisions of
Chapter 90.48 Revised Code of Washington
(State of Washington Water Pollution Control Act)

and

Title 33 United States Code, Section 1251 et seq.
The Federal Water Pollution Control Act (The Clean Water Act)

Until this Permit expires, is modified, or is revoked, Permittees that have properly obtained coverage under this Permit are authorized to discharge in accordance with the special and general conditions that follow.



Jon Kenning, PhD
Water Quality Program Manager

Washington State Department of Ecology

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ADA STATEMENT

The Department of Ecology is committed to providing people with disabilities access to information and services by meeting or exceeding the requirements of the Americans with Disabilities Act (ADA), Section 504 and 508 of the Rehabilitation Act, and Washington State Policy #188.

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[1] https://ecology.wa.gov/About-us/Accessibility-equity/Accessibility

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B. Ecology presumes that water quality standards are protected in the receiving water when the Permittee complies with the following conditions, unless discharge monitoring data or other site-specific information demonstrates that a discharge causes or contributes to a violation of water quality standards. The Permittee must fully: 11

C. Where construction sites also discharge to groundwater, the groundwater discharges must also meet the terms and conditions of this CSWGP. Permittees who discharge to groundwater through an injection well must also comply with any applicable requirements of the Underground Injection Control (UIC) regulations, Chapter 173-218 WAC. 11

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C. Changes to authorization. If an authorization under paragraph G2.B.2 above is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph G2.B.2 above must be submitted to Ecology prior to or together with any reports, information, or applications to be signed by an authorized representative. 42

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A. The terms and conditions of this general permit, as they apply to the appropriate class of dischargers, are subject to appeal by any person within 30 days of issuance of this general permit, in accordance with Chapter 43.21B RCW, and Chapter 173-226 WAC. 48

B. The terms and conditions of this general permit, as they apply to an individual discharger, are appealable in accordance with Chapter 43.21B RCW within 30 days of the effective date of coverage of that discharger. Consideration of an appeal of general permit coverage of an individual discharger is limited to the general permit's applicability or non-applicability to that individual discharger. 48

C. The appeal of general permit coverage of an individual discharger does not affect any other dischargers covered under this general permit. If the terms and conditions of this general permit are found to be inapplicable to any individual discharger(s), the matter shall be remanded to Ecology for consideration of issuance of an individual permit or permits. 48

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SUMMARY OF PERMIT REPORT SUBMITTALS

Refer to the Special and General Conditions within this permit for additional submittal requirements. Appendix A provides a list of definitions. Appendix B provides a list of acronyms.

Table 1: Summary of Required Submittals

Permit Section	Submittal	Frequency	First Submittal Date
S5.A and S8	High Turbidity/Transparency Phone Reporting	As Necessary	Within 24 hours
S5.B	Discharge Monitoring Report	Monthly*	Within 15 days following the end of each month
S5.F and S8	Noncompliance Notification – Telephone Notification	As necessary	Within 24 hours
S5.F	Noncompliance Notification – Written Report	As necessary	Within 5 Days of non-compliance
S9.D	Request for Chemical Treatment Form	As necessary	Written authorization from Ecology is required prior to using chemical treatment (with the exception of dry ice, CO_2 or food grade vinegar to adjust pH)
G2	Notice of Change in Authorization	As necessary	
G6	Permit Application for Substantive Changes to the Discharge	As necessary	
G8	Application for Permit Renewal	1/permit cycle	No later than 180 days before expiration
S2.A	Notice of Permit Transfer	As necessary	
G19	Notice of Planned Changes	As necessary	

Permit Section	Submittal	Frequency	First Submittal Date
G21	Reporting Anticipated Non-compliance	As necessary	

NOTE: *Permittees must submit electronic Discharge Monitoring Reports (DMRs) to the Washington State Department of Ecology monthly, regardless of site discharge, for the full duration of permit coverage. Refer to Condition S5.B of this General Permit for more specific information regarding DMRs.

Table 2: Summary of Required On-site Documentation

Document Title	Permit Conditions
Permit Coverage Letter	See Conditions S2, S5
Construction Stormwater General Permit (CSWGP)	See Conditions S2, S5
Site Logbook	See Conditions S4, S5
Stormwater Pollution Prevention Plan (SWPPP)	See Conditions S5, S9
Site Map	See Conditions S5, S9

SPECIAL CONDITIONS

S1. PERMIT COVERAGE

A. Permit Area

This Construction Stormwater General Permit (CSWGP) covers all areas of Washington State, except for federal operators and Indian Country as specified in Special Condition S1.E.3 and 4.

B. Operators Required to Seek Coverage Under this General Permit

1. Operators of the following construction activities are required to seek coverage under this CSWGP:

    a. Clearing, grading, excavation, construction support activity and other soil disturbing activity (S1.B.1.a.i.) that results in the disturbance of one or more acres (including off-site disturbance acreage related to construction-support activity as authorized in S1.C.2) and discharges stormwater to surface waters of the State; and clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more and discharge stormwater to surface waters of the State.

        i. For the purposes of determining which sites require permit coverage under the CSWGP include:

        - Forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, and discharge to surface waters of the State (that is, forest practices that prepare a site for construction activities); and
        - Construction support activities including equipment staging, borrow pit, material storage areas, dump areas, haul roads, construction roads, side-cast areas, on-site portable rock crusher, staging yards, parking areas, off-site construction support activities and other soil disturbing activities.

    b. Any size construction activity discharging stormwater to waters of the State that the Washington State Department of Ecology (Ecology):

        i. Determines to be a significant contributor of pollutants to waters of the State of Washington.

        ii. Reasonably expects to cause a violation of any water quality standard.

2. Operators of the following activities are not required to seek coverage under this CSWGP (unless specifically required under Special Condition S1.B.1.b, above):

a. Construction activities that discharge all stormwater and non-stormwater to groundwater, sanitary sewer, or combined sewer, and have no point source discharge to either surface water or a storm sewer system that drains to surface waters of the State.

b. Construction activities covered under an Erosivity Waiver (Special Condition S1.F).

c. Routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility.

C. Authorized Discharges

1. Stormwater Associated with Construction Activity
   Subject to compliance with the terms and conditions of this permit, Permittees are authorized to discharge stormwater associated with construction activity to surface waters of the State or to a storm sewer system that drains to surface waters of the State. (Note that "surface waters of the State" may exist on a construction site as well as off-site; for example, a creek running through a site.)

2. Stormwater Associated with Construction Support Activity
   This permit also authorizes stormwater discharge from support activities related to the permitted construction site provided:

   a. The support activity relates directly to the permitted construction site that is required to have an NPDES permit; and

   b. The support activity is not a commercial operation serving multiple unrelated construction projects, and does not operate beyond the completion of the construction activity; and

   c. Appropriate controls and measures are identified in the Stormwater Pollution Prevention Plan (SWPPP) for the discharges from the support activity areas.

3. Non-Stormwater Discharges
   The categories and sources of non-stormwater discharges identified below are authorized conditionally, provided the discharge is consistent with the terms and conditions of this permit:

   a. Discharges from fire-fighting activities

   b. Fire hydrant system flushing

   c. Potable water, including uncontaminated water line flushing

   d. Hydrostatic test water

   e. Uncontaminated air conditioning or compressor condensate

   f. Uncontaminated groundwater or spring water

   g. Uncontaminated excavation dewatering water (in accordance with S9.D.10)

h. Uncontaminated discharges from foundation or footing drains

i. Uncontaminated or potable water used to control dust. Permittees must minimize the amount of dust control water used

j. Routine external building wash down that does not use detergents

k. Landscape irrigation water

The SWPPP must adequately address all authorized non-stormwater discharges, except for discharges from fire-fighting activities, and must comply with Special Condition S3. At a minimum, discharges from potable water (including water line flushing), fire hydrant system flushing, and pipeline hydrostatic test water must undergo the following: dichlorination to a concentration of 0.1 parts per million (ppm) or less, and pH adjustment to within 6.5 – 8.5 standard units (su), if necessary.

D. Prohibited Discharges

The following discharges to waters of the State, including groundwater, are prohibited:

1. Concrete wastewater
2. Wastewater from washout and clean-up of stucco, paint, form release oils, curing compounds and other construction materials
3. Process wastewater as defined by 40 Code of Federal Regulations (CFR) 122.2 (See Appendix A of this permit)
4. Slurry materials and waste from shaft drilling, including process wastewater from shaft drilling for construction of building, road, and bridge foundations unless managed according to Special Condition S9.D.9.j
5. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance
6. Soaps or solvents used in vehicle and equipment washing
7. Wheel wash wastewater, unless it goes to a closed loop recirculation system or upland application, as stated in Special Condition S9.D.9
8. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, unless managed according to Special Condition S9.D.10

E. Limits on Coverage

Ecology may require any discharger to apply for and obtain coverage under an individual permit or another more specific general permit. Such alternative coverage required when Ecology determines that this CSWGP does not adequately assure water quality protection, or there is a reasonable potential for the project to cause or contribute to a violation of water quality standards.

The following stormwater discharges are not covered by this permit:

1. Post-construction stormwater discharges that originate from the site after completion of construction activities and the site has undergone final stabilization
2. Non-point source silvicultural activities such as nursery operations, site preparation, reforestation and subsequent cultural treatment, thinning, prescribed burning, pest and fire control, harvesting operations, surface drainage, or road construction and maintenance, from which there is natural runoff as excluded in 40 CFR Subpart 122
3. Stormwater from any federal operator and Lands of Exclusive Federal Jurisdiction.
4. Stormwater from facilities located on Indian Country as defined in 18 U.S.C.§1151, except portions of the Puyallup Reservation as noted below.

   Indian Country includes:

   a. All land within any Indian Reservation notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation. This includes all federal, tribal, and Indian and non-Indian privately owned land within the reservation.

   b. All off-reservation Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.

   c. All off-reservation federal trust lands held for Native American Tribes. Puyallup Exception: Following the Puyallup Tribes of Indians Land Settlement Act of 1989, 25 U.S.C. §1773; the permit does apply to land within the Puyallup Reservation except for discharges to surface water on land held in trust by the federal government.

5. Stormwater from any site covered under an existing NPDES individual permit in which stormwater management and/or treatment requirements are included for all stormwater discharges associated with construction activity.
6. Stormwater from a site where an applicable Total Maximum Daily Load (TMDL) requirement specifically precludes or prohibits discharges from construction activity.

F. Erosivity Waiver

Construction site operators may qualify for an Erosivity Waiver from the CSWGP if the following conditions are met:

1. The site will result in the disturbance of fewer than five (5) acres and the site is not a portion of a common plan of development or sale that will disturb five (5) acres or greater.
2. Calculation of Erosivity "R" Factor and Regional Timeframe:

   a. The project's calculated rainfall erosivity factor ("R" Factor) must be less than five (5) during the period of construction activity, (See the CSWGP homepage[2]

[2] https://ecology.wa.gov/regulations-permits/permits-certifications/stormwater-general-permits/construction-stormwater-permit

for a link to the EPA's calculator and step by step instructions on computing the "R" Factor in the EPA Erosivity Waiver Fact Sheet). The period of construction activity starts when the land is first disturbed and ends with final stabilization. In addition:

b. The entire period of construction activity must fall within the following timeframes:

   i. For sites west of the Cascades Crest: June 15 – September 15.

   ii. For sites east of the Cascades Crest, excluding the Central Basin: June 15 – October 15.

   iii. For sites east of the Cascades Crest, within the Central Basin: no timeframe restrictions apply. The Central Basin is defined as the portions of Eastern Washington with mean annual precipitation of less than 12 inches. For a map of the Central Basin (Average Annual Precipitation Region 2), refer to CSWGP home[3].

3. Construction site operators seeking the waiver must submit a complete Erosivity Waiver certification form at least one week before disturbing the land via Ecology's Water Quality Permitting Portal or the Erosivity Waiver Certification form found on the CSWGP homepage. Certification must include statements that the operator will:

   a. Comply with applicable local stormwater requirements; and

   b. Implement appropriate erosion and sediment control BMPs to prevent violations of water quality standards.

4. This waiver is not available for facilities declared significant contributors of pollutants as defined in Special Condition S1.B.1.b or for any size construction activity that could reasonably expect to cause a violation of any water quality standard as defined in Special Condition S1.B.1.b.ii.

5. This waiver does not apply to construction activities which include non-stormwater discharges listed in Special Condition S1.C.3.

6. If construction activity extends beyond the certified waiver period for any reason, the operator must either:

   a. Recalculate the rainfall erosivity "R" factor using the original start date and a new projected ending date and, if the "R" factor is still under 5 and the entire project falls within the applicable regional timeframe in Special Condition S1.F.2.b, complete and submit an amended waiver certification form before the original waiver expires; or

   b. Submit a complete permit application to Ecology in accordance with Special Condition S2.A and B before the end of the certified waiver period.

[3] https://ecology.wa.gov/regulations-permits/permits-certifications/stormwater-general-permits/construction-stormwater-permit

S2. APPLICATION REQUIREMENTS

A. Permit Application Forms

1. Notice of Intent Form

a. Operators of new or previously unpermitted construction activities must submit a complete and accurate permit application (Notice of Intent, or NOI) to Ecology.

b. Operators must apply using the electronic application form (NOI) available on CSWGP homepage[4]. Permittees unable to submit electronically (for example, those who do not have an internet connection) must contact Ecology to request a waiver and obtain instructions on how to obtain a paper NOI.
Department of Ecology
Water Quality Program - Construction Stormwater
PO Box 47696
Olympia, Washington 98504-7696

c. The operator must submit the NOI at least 60 days before discharging stormwater from construction activities and must submit it prior to the date of the first public notice (See Special Condition S2.B, below, for details). The 30-day public comment period begins on the publication date of the second public notice. Unless Ecology responds to the complete application in writing, coverage under the general permit will automatically commence on the 31st day following receipt by Ecology of a completed NOI, or the issuance date of this permit, whichever is later; unless Ecology specifies a later date in writing as required by WAC173-226-200(2). See S8.B for Limits on Coverage for New Discharges to TMDL or 303(d)-Listed Waters.

d. If an applicant intends to use a Best Management Practice (BMP) selected on the basis of Special Condition S9.C.4 ("demonstrably equivalent" BMPs), the applicant must notify Ecology of its selection as part of the NOI. In the event the applicant selects BMPs after submission of the NOI, the applicant must provide notice of the selection of an equivalent BMP to Ecology at least 60 days before intended use of the equivalent BMP.

e. Applicants must notify Ecology if they are aware of contaminated soils and/or contaminated groundwater associated with the construction activity. Contamination includes sites with known, remediated, or historically contaminated groundwater and /or soil. Provide detailed information with the NOI (as known and readily available) on the nature and extent of the contamination (concentrations, locations, and depth), as well as pollution prevention and/or treatment BMPs proposed to control the discharge of soil

[4] https://ecology.wa.gov/regulations-permits/permits-certifications/stormwater-general-permits/construction-stormwater-permit

and/or groundwater contaminants in stormwater. Examples of such information may include, but are not limited to:

i. List or table of all known contaminants with laboratory test results showing concentration and depth,

ii. Map with sample locations,

iii. Related portions of the Stormwater Pollution Prevention Plan (SWPPP) that address the management of contaminated and potentially contaminated construction stormwater and dewatering water.

iv. A brief project overview,

v. Dewatering plan and/or dewatering contingency plan.

2. Transfer of Coverage Form

The Permittee can transfer current coverage under this permit to one or more new operators, including operators of sites within a Common Plan of Development, provided:

a. The Permittee submits a complete Transfer of Coverage Form to Ecology, signed by the current and new discharger and containing a specific date for transfer of permit responsibility, coverage and liability (including any Administrative Orders associated with the permit); and

b. Ecology does not notify the current discharger and new discharger of intent to revoke coverage under the general permit. If this notice is not given, the transfer is effective on the date specified in the written agreement.

When a current discharger (Permittee) transfers a portion of a permitted site, the current discharger must also indicate the remaining permitted acreage after the transfer. Permittees completing partial transfers must include an updated site map. Transfers do not require public notice.

3. Modification of Coverage Form

Permittees must notify Ecology of any changes to the information provided on the NOI by submitting a Modification of Permit Coverage form in accordance with General Conditions G6 and G19. Permittees updating their permitted acreage must include an updated site map.

Examples of changes that require a Permittee to submit a modification of Coverage form to Ecology include, but are not limited to:

a. Changes to the Permittee's mailing address,

b. Changes to the on-site contact person information, and

c. Changes to the area/acreage affected by construction activity.

B. Public Notice

For new or previously unpermitted construction activities, the applicant must publish a public notice at least one time each week for two consecutive weeks, at least 7 days apart, in a newspaper with general circulation in the county where the construction is to take place. The notice must be run after the NOI has been submitted and must contain:

1. A statement that "The applicant is seeking coverage under the Washington State Department of Ecology's Construction Stormwater NPDES and State Waste Discharge General Permit."
2. The name, address, and location of the construction site.
3. The name and address of the applicant.
4. The type of construction activity that will result in a discharge (for example, residential construction, commercial construction, etc.), and the total number of acres disturbed over the lifetime of the project.
5. The name of the receiving water(s) (that is, the surface water(s) to which the site will discharge), or, if the discharge is through a storm sewer system, the name of the operator of the system and the receiving water(s) the system discharges to.

   The statement: *Any persons desiring to present their views on this construction project to the Washington State Department of Ecology regarding this application, or interested in Ecology's action on this application, may notify Ecology in writing no later than 30 days of the last date of publication of this notice. Ecology reviews public comments and considers whether discharges from this construction project would cause a measurable change in receiving water quality, and, if so, whether the project is necessary and in the overriding public interest according to Tier II antidegradation requirements under WAC 173-201A-320. Comments can be submitted to: Department of Ecology, PO Box 47696, Olympia, Washington 98504 7696 Attn: Water Quality Program, Construction Stormwater. Questions or concerns regarding post-construction stormwater impacts should be directed to the local jurisdiction.*

S3. COMPLIANCE WITH STANDARDS

A. Prior to the discharge of stormwater and non-stormwater to waters of the State, the Permittee must apply All Known, Available, and Reasonable methods of prevention, control, and Treatment (AKART). This includes the preparation and implementation of an adequate SWPPP, with all appropriate BMPs installed and maintained in accordance with the SWPPP and the terms and conditions of this permit.

B. Ecology presumes that water quality standards are protected in the receiving water when the Permittee complies with the following conditions, unless discharge monitoring data or other site-specific information demonstrates that a discharge causes or contributes to a violation of water quality standards. The Permittee must fully:

1. Comply with all permit conditions, including planning, sampling, monitoring, reporting, and recordkeeping conditions.

2. Implement stormwater BMPs contained in stormwater management manuals published or approved by Ecology, or BMPs that are demonstrably equivalent to BMPs contained in stormwater management manuals published or approved by Ecology, including the proper selection, implementation, and maintenance of all applicable and appropriate BMPs for on-site pollution control. (For purposes of this section, the stormwater manuals listed in Appendix 10 of the Phase I Municipal Stormwater Permit are approved by Ecology.)

C. Where construction sites also discharge to groundwater, the groundwater discharges must also meet the terms and conditions of this CSWGP. Permittees who discharge to groundwater through an injection well must also comply with any applicable requirements of the Underground Injection Control (UIC) regulations, Chapter 173-218 WAC.

S4. MONITORING REQUIREMENTS, BENCHMARKS, AND REPORTING TRIGGERS

A. Site Logbook

The Permittee must maintain a site logbook that contains a record of the implementation of the SWPPP and other permit requirements, including the installation and maintenance of BMPs, site inspections, and stormwater monitoring.

B. Site Inspections

All Permittees must have site inspections conducted by a Certified Erosion and Sediment Control Lead (CESCL). (See Special Conditions S4.B.3 and B.4, below, for detailed requirements of the Permittee's CESCL.)

Site inspections must include all areas disturbed by construction activities, all BMPs, and all stormwater discharge points under the Permittee's operational control.

1. The Permittee must have staff knowledgeable in the principles and practices of erosion and sediment control. The CESCL must have the skills to assess the:

    a. Site conditions and construction activities that could impact the quality of stormwater; and

    b. Effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges. The SWPPP must identify the CESCL, who must be present on site, or on-call at all times. The CESCL must obtain this certification through an approved erosion and sediment control training program that meets the minimum training standards established by Ecology. (See BMP C160 in the manual, referred to in Special Condition S9.C.1 and 2.)

2. The CESCL must examine stormwater visually at all stormwater discharge points for the presence of suspended sediment, turbidity, discoloration, and oil sheen. The CESCL shall also examine the discharge point for indications of stormwater discharge(s), erosion, sedimentation, or BMP failure or maintenance needs. The CESCL must evaluate BMP effectiveness to determine if it is necessary to install, maintain, or repair BMPs to improve the quality of stormwater discharges.

    Based on the results of the inspection, the Permittee must correct the problems identified, by:

    a. Reviewing the SWPPP for compliance with Special Condition S9 and making appropriate revisions within 7 days of the inspection.

    b. Immediately beginning the process of fully implementing and maintaining appropriate source control and/or treatment BMPs, within 10 days of the inspection. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when an extension is requested by a Permittee within the initial 10-day response period.

    c. Documenting BMP implementation and maintenance in the site logbook.

3. The CESCL must inspect all areas disturbed by construction activities, all BMPs, and all stormwater discharge points at least once every calendar week and within 24 hours of any discharge from the site. (For purposes of this condition, individual discharge events that last more than one (1) day do not require daily inspections. For example, if a stormwater pond discharges continuously over the course of a week, only one (1) inspection is required that week.) Inspection frequency may be reduced to once every calendar month for inactive sites that are temporarily stabilized.
4. The Permittee must summarize the results of each inspection in an inspection report or checklist and maintain that with the site logbook. Inspection reports/checklists must also be attached. At a minimum, each inspection report or checklist must include:
    a. Inspection date and time.
    b. Weather information.
    c. The general conditions during inspection.
    d. The approximate amount of precipitation since the last inspection.
    e. The approximate amount of precipitation within the last 24 hours.
    f. A summary or list of all implemented BMPs, including observations of all erosion/sediment control structures or practices.
    g. A description of:
        i. BMPs inspected (including location).
        ii. BMPs that need maintenance and why.
        iii. BMPs that failed to operate as designed or intended, and
        iv. Where additional or different BMPs are needed, and why.
    h. A description of stormwater discharged from the site. The Permittee must note the presence of suspended sediment, turbidity, discoloration, and oil sheen, as applicable.
    i. Any water quality monitoring performed during inspection.
    j. General comments and notes, including a brief description of any BMP repairs, maintenance, or installations made following the inspection.
    k. An implementation schedule for the remedial actions that the Permittee plans to take if the site inspection indicates that the site is out of compliance. The remedial actions taken must meet the requirements of the SWPPP and the permit.
    l. A summary report of the inspection.
    m. The name, title, and signature of the person conducting the site inspection, a phone number or other reliable method to reach this person, and the

following statement: *I certify that this report is true, accurate, and complete to the best of my knowledge and belief.*

Table 3: Summary of Primary Monitoring Requirements

Size of Soil Disturbance[5]	Weekly Site Inspections	Weekly Sampling w/ Turbidity Meter	Weekly Sampling w/ Transparency Tube	Weekly pH Sampling[6]	CESCL Required for Inspections?
Sites that disturb fewer than 5 acres	Required	Sampling Required – either method[7]		Required	Yes
Sites that disturb 5 acres or more	Required	Required	Not Required[8]	Required	Yes

C. Turbidity/Transparency Sampling Requirements

1. Sampling Methods

a. If construction activity involves the disturbance of five (5) acres or more, the Permittee must conduct turbidity sampling per Special Condition S4.C.4.a, below.

b. If construction activity involves fewer than five (5) acres of soil disturbance, the Permittee must conduct either transparency sampling or turbidity sampling per Special Condition S4.C.4.a or b, below.

2. Sampling Frequency

a. The Permittee must sample all discharge points at least once every calendar week when stormwater (or authorized non-stormwater) discharges from the

[5] Soil disturbance is calculated by adding together all areas that will be affected by construction activity. Construction activity means clearing, grading, excavation, borrow pit areas, material storage areas, dump areas, haul roads, construction roads, side-cast areas, on-site portable rock crusher, staging yards, parking areas, off-site construction support activities, and any other activity that disturbs the surface of the land, including ingress/egress from the site.

[6] If construction activity involves significant concrete work (1,000 cubic yards of concrete or recycled concrete placed or poured over the life of a project) or the use of engineered soils (soil amendments including but not limited to Portland cement-treated base [CTB], cement kiln dust [CKD], or fly ash), and stormwater from the affected area drains to surface waters of the State or to a storm sewer stormwater collection system that drains to other surface waters of the State, the Permittee must conduct pH sampling in accordance with Special Condition S4.D.

[7] Sites that disturb fewer than5 acres of soil, must conduct turbidity or transparency sampling in accordance with Special Condition S4.C.4.a or b.

[8] Sites equal to or greater than 5 acres of soil disturbance must conduct turbidity sampling using a turbidity meter in accordance with Special Condition S4.C.4.a.

site or enters any on-site surface waters of the state (for example, a creek running through a site). Samples must be representative of the flow and characteristics of the discharge.

b. Sampling is not required when there is no discharge during a calendar week.

c. Sampling is not required outside of operational hours or during unsafe conditions.

d. If the Permittee is unable to sample during a monitoring period, the Permittee must include a brief explanation in the monthly Discharge Monitoring Report (DMR).

e. Sampling is not required before construction activity begins.

    i. DMRs are still required to be submitted monthly.

f. The Permittee may reduce the sampling frequency for temporarily stabilized, inactive sites to once every calendar month

    i. DMRs are still required to be submitted monthly.

3. Sampling Locations

a. Sampling is required at all points where stormwater associated with construction activity (or authorized non-stormwater) is discharged on-site to surface waters of the state (for example, a creek running through a site), inlets, open conveyance; or any offsite discharges, including those to ground, (The Permittee may discontinue sampling at discharge points that drain areas of the project that are fully stabilized to prevent erosion).

b. The Permittee must identify all sampling point(s) in the SWPPP and on the site map and clearly mark these points in the field with a flag, tape, stake or other visible marker.

c. Sampling is not required for discharge that is sent directly to sanitary or combined sewer systems.

d. The Permittee may discontinue sampling at discharge points in areas of the project where the Permittee no longer has operational control of the construction activity.

4. Sampling and Analysis Methods

a. The Permittee performs turbidity analysis with a calibrated turbidity meter (turbidimeter) either on site or at an accredited lab. The Permittee must record the results in the site logbook in nephelometric turbidity units (NTUs).

b. The Permittee performs transparency analysis on site with a 1¾ inch diameter, 60 centimeter (cm)-long transparency tube. The Permittee will record the results in the site logbook in centimeters (cm).

Table 4: Monitoring and Reporting Requirements

Parameter	Unit	Analytical Method	Sampling Frequency	Benchmark Value
Turbidity	NTU	SM2130	Weekly, if discharging	25 NTUs
Transparency	Cm	Manufacturer instructions, or Ecology guidance	Weekly, if discharging	33 cm

5. Turbidity/Transparency Benchmark Values and Reporting Triggers

The benchmark value for turbidity is 25 NTUs. The benchmark value for transparency is 33 centimeters (cm). Note: Benchmark values do not apply to discharges to segments of water bodies on Washington State's 303(d) list (Category 5) for turbidity, fine sediment, low dissolved oxygen or phosphorus; these discharges are subject to a numeric effluent limit for turbidity. Refer to Special Condition S8 for more information and follow S5.F – Noncompliance Notification for reporting requirements applicable to discharges which exceed the numeric effluent limit for turbidity.

a. Turbidity 26 – 249 NTUs, or Transparency 32 – 7 cm:

If the discharge turbidity is 26 to 249 NTUs; or if discharge transparency is 32 to 7 cm, the Permittee must:

i. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs, and no later than 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period.

ii. Review the SWPPP for compliance with Special Condition S9 and make appropriate revisions within 7 days of the date the discharge exceeded the benchmark.

iii. Document BMP implementation and maintenance in the site logbook.

b. Turbidity 250 NTUs or greater, or Transparency 6 cm or less:

If a discharge point's turbidity is 250 NTUs or greater, or if discharge transparency is less than or equal to 6 cm, the Permittee must complete the reporting and adaptive management process described below. For discharges which are subject to a numeric effluent limit for turbidity, see S5.F – Noncompliance Notification.

i. Within 24 hours, telephone or submit an electronic report to the applicable Ecology Region's Environmental Report Tracking System (ERTS) number), in accordance with Special Condition S5.A.

- **Central Region** (Okanogan, Chelan, Douglas, Kittitas, Yakima, Klickitat, Benton): (509) 575-2490
- **Eastern Region** (Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman): (509) 329-3400
- **Northwest Region** (Kitsap, Snohomish, Island, King, San Juan, Skagit, Whatcom): (206) 594-0000
- **Southwest Region** (Grays Harbor, Lewis, Mason, Thurston, Pierce, Clark, Cowlitz, Skamania, Wahkiakum, Clallam, Jefferson, Pacific): (360) 407-6300

These numbers and a link to the ERTS reporting page are also listed at The CSWGP Homepage[9].

ii. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible, addressing the problems within 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period.

iii. Sample discharges daily until:

a.) Turbidity is 25 NTUs (or lower); or

b.) Transparency is 33 cm (or greater); or

c.) The Permittee has demonstrated compliance with the water quality standard for turbidity:

1) No more than 5 NTUs over background turbidity*, if background is less than 50 NTUs, or

2) No more than 10% over background turbidity*, if background is 50 NTUs or greater; or

*Note: background turbidity in the receiving water must be measured immediately upstream (upgradient) or outside of the area of influence of the discharge.

d.) The discharge stops or is eliminated.

iv. Review the SWPPP for compliance with Special Condition S9 and make appropriate revisions within seven (7) days of the date the discharge exceeded the benchmark.

[9] https://ecology.wa.gov/regulations-permits/permits-certifications/stormwater-general-permits/construction-stormwater-permit

v. Document BMP implementation and maintenance in the site logbook.

Compliance with these requirements does not relieve the Permittee from responsibility to maintain continuous compliance with permit benchmarks.

D. pH Sampling Requirements – Significant Concrete Work or Engineered Soils

If construction activity involves significant concrete work (significant concrete work means greater than 1000 cubic yards placed or poured concrete or recycled concrete used over the life of a project) or the use of engineered soils (soil amendments including but not limited to Portland cement-treated base [CTB], cement kiln dust [CKD], or fly ash), and stormwater from the affected area drains to surface waters of the State or to a storm sewer system that drains to surface waters of the State, the Permittee must conduct pH sampling as set forth below. Note: In addition, discharges to segments of water bodies on Washington State's 303(d) list (Category 5) for high pH are subject to a numeric effluent limit for pH; refer to Special Condition S8.

1. The Permittee must perform pH analysis on site with a calibrated pH meter. The Permittee must record pH sampling results in the site logbook.
    a. pH meter calibration information must be maintained in the logbook.
2. During the applicable pH monitoring period defined below, the Permittee must obtain a representative sample of stormwater and conduct pH analysis at least once per week.
    a. For sites with significant concrete work, the Permittee must begin the pH sampling period when the concrete is first placed or poured and exposed to precipitation, and continue weekly throughout and after the concrete placement, pour and curing period, until stormwater pH is in the range of 6.5 to 8.5 (su).
    b. For sites with recycled concrete where monitoring is required, the Permittee must begin the weekly pH sampling period when the recycled concrete is first exposed to precipitation and must continue until the recycled concrete is fully stabilized with the stormwater pH in the range of 6.5 to 8.5 (su).
    c. For sites with engineered soils, the Permittee must begin the pH sampling period when the soil amendments are first exposed to precipitation and must continue until the area of engineered soils is fully stabilized.
3. The Permittee must sample pH in the sediment trap/pond(s) or other locations that receive stormwater runoff from the area of significant concrete work or engineered soils before the stormwater discharges to surface waters.
4. The benchmark value for pH is 8.5 standard units. Anytime sampling indicates that pH is 8.5 or greater, the Permittee must either:
    a. Prevent the high pH water (8.5 or above) from entering storm sewer systems or surface waters of the state; or

b. If necessary, adjust or neutralize the high pH water until it is in the range of pH 6.5 to 8.5 (su) using an appropriate treatment BMP such as carbon dioxide (CO2) sparging, dry ice or food grade vinegar. The Permittee must obtain written approval from Ecology before using any form of chemical treatment other than CO2 sparging, dry ice or food grade vinegar.

S5. REPORTING AND RECORDKEEPING REQUIREMENTS

A. High Turbidity Reporting

Anytime sampling performed in accordance with Special Condition S4.C indicates turbidity has reached the 250 NTUs or more (or transparency less than or equal to 6 cm), high turbidity reporting level, the Permittee must notify Ecology within 24 hours of becoming aware of a failure to comply either by calling the applicable Ecology Region's Environmental Report Tracking System (ERTS) number by phone or by submitting an electronic ERTS report through the online reporting form: (ERTS[10]). Also, see phone numbers in Special Condition S4.C.5.b.i.

B. Discharge Monitoring Reports (DMRs)

Permittees required to conduct water quality sampling in accordance with Special Conditions S4.C (Turbidity/Transparency), S4.D (pH), S8 (303[d]/TMDL sampling), and/or G12 (Additional Monitoring) must submit the results to Ecology.

Permittees must submit monitoring data using Ecology's WQWebDMR web application accessed through Ecology's Water Quality Permitting Portal.

Permittees unable to submit electronically (for example, those who do not have an internet connection) must contact Ecology to request a waiver and obtain instructions on how to obtain a paper copy DMR at:

Department of Ecology
Water Quality Program - Construction Stormwater
PO Box 47696
Olympia, WA 98504-7696

Permittees who obtain a waiver not to use WQWebDMR must use the forms provided to them by Ecology; submittals must be mailed to the address above. Permittees must submit DMR forms to be received by Ecology within 15 days following the end of each month.

If there was no discharge during a given monitoring period, all Permittees must submit a DMR as required with "no discharge" entered in place of the monitoring results. DMRs are required for the full duration of permit coverage (from the first full month following the effective date of permit coverage up until Ecology has approved termination of the coverage). For more information, contact Ecology staff using information provided at the PARIS [11]website.

[10]https://ecology.wa.gov/footer-pages/report-an-environmental-issue
[11] https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-database

C. Records Retention

The Permittee must retain records of all monitoring information (site logbook, sampling results, inspection reports/checklists, etc.), Stormwater Pollution Prevention Plan, copy of the permit coverage letter (including Transfer of Coverage documentation) and any other documentation of compliance with permit requirements for the entire life of the construction project and for a minimum of five (5) years following the termination of permit coverage. Such information must include all calibration and maintenance records, and records of all data used to complete the application for this permit. This period of retention must be extended during the course of any unresolved litigation regarding the discharge of pollutants by the Permittee or when requested by Ecology.

D. Recording Results

For each measurement or sample taken, the Permittee must record the following information:

1. Date, place, method, and time of sampling or measurement.
2. The first and last name of the individual who performed the sampling or measurement.
3. The date(s) the analyses were performed.
4. The first and last name of the individual who performed the analyses.
5. The analytical techniques or methods used.
6. The results of all analyses.

E. Additional Monitoring by the Permittee

If the Permittee samples or monitors any pollutant more frequently than required by this permit using test procedures specified by Special Condition S4 of this permit, the sampling results for this monitoring must be included in the calculation and reporting of the data submitted in the Permittee's DMR.

F. Noncompliance Notification

In the event the Permittee is unable to comply with any part of the terms and conditions of this permit, and the resulting noncompliance may cause a threat to human health or the environment (such as but not limited to spills or fuels or other materials, catastrophic pond or slope failure, and discharges that violate water quality standards), or exceed numeric effluent limitations (see S8 – Discharges to 303(d) or TMDL Waterbodies), the Permittee must, upon becoming aware of the circumstance:

1. Notify Ecology within 24 hours of the failure to comply by calling the applicable Regional office ERTS phone number (refer to Special Condition S4.C.5.b.i, or go to the reporting website[12])

[12] https://ecology.wa.gov/footer-pages/report-an-environmental-issue

2. Immediately take action to prevent the discharge/pollution, or otherwise stop or correct the noncompliance, and, if applicable, repeat sampling and analysis of any noncompliance immediately and submit the results to Ecology within five (5) days of becoming aware of the violation (See S5.F.3, below, for details on submitting results in a report).

3. Submit a detailed written report to Ecology within five (5) days of the time the Permittee becomes aware of the circumstances, unless requested earlier by Ecology. The report must be submitted using Ecology's Water Quality Permitting Portal (WQWebPortal) – Permit Submittals, unless a waiver from electronic reporting has been granted according to S5.B. The report must contain a description of the noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

The Permittee must report any unanticipated bypass and/or upset that exceeds any effluent limit in the permit in accordance with the 24-hour reporting requirement contained in 40 C.F.R. 122.41(iii)(B).

Compliance with these requirements does not relieve the Permittee from responsibility to maintain continuous compliance with the terms and conditions of this permit or the resulting liability for failure to comply. Upon request of the Permittee, Ecology may waive the requirement for a written report on a case-by-case basis, if the immediate notification is received by Ecology within 24 hours.

G. Access to Plans and Records

1. The Permittee must retain the following permit documentation (plans and records) on site, or within reasonable access to the site, for use by the operator or for on-site review by Ecology or the local jurisdiction:

    a. General Permit

    b. Permit Coverage Letter

    c. Stormwater Pollution Prevention Plan (SWPPP)

    d. Site Logbook

    e. Erosivity Waiver (if applicable)

2. The Permittee must address written requests for plans and records listed above (Special Condition S5.G.1) as follows:

    a. The Permittee must provide a copy of plans and records to Ecology within 14 days of receipt of a written request from Ecology.

    b. The Permittee must provide a copy of plans and records to the public when requested in writing. Upon receiving a written request from the public for the Permittee's plans and records, the Permittee must either:

i. Provide a copy of the plans and records to the requester within 14 days of a receipt of the written request; or

ii. Notify the requester within 10 days of receipt of the written request of the location and times within normal business hours when the plans and records may be viewed; and provide access to the plans and records within 14 days of receipt of the written request; or

Within 14 days of receipt of the written request, the Permittee may submit a copy of the plans and records to Ecology for viewing and/or copying by the requester at an Ecology office, or a mutually agreed location. If plans and records are viewed and/or copied at a location other than at an Ecology office, the Permittee will provide reasonable access to copying services for which a reasonable fee may be charged. The Permittee must notify the requester within 10 days of receipt of the request where the plans and records may be viewed and/or copied.

S6. PERMIT FEES

The Permittee must pay permit fees assessed by Ecology. Fees for stormwater discharges covered under this permit are established by Chapter 173-224 WAC. Ecology continues to assess permit fees until the permit is terminated in accordance with Special Condition S10 or revoked in accordance with General Condition G5.

S7. SOLID AND LIQUID WASTE DISPOSAL

The Permittee must handle and dispose of solid and liquid wastes generated by construction activity, such as demolition debris, construction materials, contaminated materials, and waste materials from maintenance activities, including liquids and solids from cleaning catch basins and other stormwater facilities, in accordance with:

1. Special Condition S3, Compliance with Standards.
2. WAC 173-216-110.
3. Other applicable regulations.

S8. DISCHARGES TO 303(d) OR TMDL WATERBODIES

A. Sampling and Numeric Effluent Limits for Certain Discharges to 303(d)-Listed Water Bodies

1. Permittees who discharge to segments of water bodies listed as impaired by the State of Washington under Section 303(d) of the Clean Water Act for turbidity, fine sediment, high pH, low dissolved oxygen or phosphorus, must conduct water quality sampling according to the requirements of this section, and Special Conditions S4.C.2.b-f and S4.C.3.b-d, and must comply with the applicable numeric effluent limitations in S8.C and S8.D.

2. All references and requirements associated with Section 303(d) of the Clean Water Act mean the most current listing by Ecology of impaired waters (Category 5) that exists on January 1, 2026, or the date when the operator's complete permit application is received by Ecology, whichever is later. For information about which surface waters are on the Category 5 list of impaired waters, refer to Ecology's Water Quality Atlas[13].

B. Limits on Coverage for New Discharges to TMDL or 303(d)-Listed Waters

Construction sites that discharge to a TMDL or 303(d)-listed waterbody are not eligible for coverage under this permit unless the operator:

1. Prevents exposing stormwater to pollutants for which the waterbody is impaired, and retains documentation in the SWPPP that details procedures taken to prevent exposure on site; or

2. Documents that the pollutants for which the waterbody is impaired are not present at the site, and retains documentation of this finding within the SWPPP; or

3. Provides Ecology with data indicating the discharge is not expected to cause or contribute to an exceedance of a water quality standard and retains such data on site with the SWPPP. The operator must provide data and other technical information to Ecology that sufficiently demonstrate:

    a. For discharges to waters without an EPA-approved or -established TMDL, that the discharge of the pollutant for which the water is impaired will meet in-stream water quality criteria at the point of discharge to the waterbody; or

    b. For discharges to waters with an EPA-approved or -established TMDL, that there is sufficient remaining waste load allocation in the TMDL to allow construction stormwater discharge and that existing dischargers to the waterbody are subject to compliance schedules designed to bring the waterbody into attainment with water quality standards.

[13] https://apps.ecology.wa.gov/waterqualityatlas/wqa/map

Operators of construction sites are eligible for coverage under this permit only after Ecology makes an affirmative determination that the discharge will not cause or contribute to the existing impairment or exceed the TMDL.

C. Sampling and Numeric Effluent Limits for Discharges to Water Bodies on the 303(d) List for Turbidity, Fine Sediment, Low Dissolved Oxygen or Phosphorus

1. Permittees who discharge to segments of water bodies on the 303(d) list (Category 5) for turbidity, fine sediment, low dissolved oxygen or phosphorus must conduct turbidity sampling in accordance with Special Condition S4.C.2 and comply with either applicable numeric effluent limits noted in Table 5 below.

2. As an alternative to the 25 NTUs effluent limit noted in Table 5 below (applied at the point where stormwater [or authorized non-stormwater] is discharged off-site), Permittees may choose to comply with the surface water quality standard for turbidity. The standard is: no more than 5 NTUs over background turbidity when the background turbidity is 50 NTUs or less, or no more than a 10% increase in turbidity when the background turbidity is more than 50 NTUs. To use the water quality standard requirement, the sampling must take place at the following locations:

    a. Background turbidity in the 303(d)-listed receiving water immediately upstream (upgradient) or outside the area of influence of the discharge.

    b. Turbidity at the point of discharge into the 303(d)-listed receiving water, inside the area of influence of the discharge.

3. Discharges that exceed the numeric effluent limit for turbidity constitute a violation of this permit.

4. Permittees whose discharges exceed the numeric effluent limit must sample discharges daily until the violation is corrected and comply with the non-compliance notification requirements in Special Condition S5.F.

Table 5: Turbidity, Fine Sediment, Low Dissolved Oxygen & Phosphorus Sampling and Limits for 303(d)-Listed Waters

Parameter identified in 303(d) listing	Parameter Sampled		Analytical Method	Sampling Frequency	Numeric Effluent Limit[1]
• Turbidity • Fine Sediment • Phosphorus • Low Dissolved oxygen	Turbidity	NTU	SM2130	Weekly, if discharging	25 NTUs, at the point where stormwater is discharged from the site; ***OR*** In compliance with the surface water quality standard for turbidity (S8.C.2.a)
• If Dewatering	Turbidity	NTU	SM2130	Daily, if discharging	25 NTUs, at the point where stormwater is discharged from the site, OR In compliance with the surface water quality standard for turbidity (S8.C.2.a)

1. Permittees subject to a numeric effluent limit for turbidity may, at their discretion, choose either numeric effluent limitation based on site-specific considerations including, but not limited to, safety, access and convenience.

D. Discharges to Water Bodies on the 303(d) List for High pH

1. Permittees who discharge to segments of water bodies on the 303(d) list (Category 5) for high pH must conduct pH sampling in accordance with the table below and comply with the numeric effluent limit of pH 6.5 to 8.5 su (Table 6).

Table 6: pH Sampling and Limits for 303(d)-Listed Waters

Parameter identified in 303(d) listing	Parameter Sampled/Units	Analytical Method	Sampling Frequency	Numeric Effluent Limit
High pH	pH /Standard Units	pH meter	Weekly, if discharging	In the range of 6.5 – 8.5 su

2. At the Permittee's discretion, compliance with the limit shall be assessed at one of the following locations:

    a. Directly in the 303(d)-listed waterbody segment, inside the immediate area of influence of the discharge; or

    b. Alternatively, the Permittee may measure pH at the point where the discharge leaves the construction site, rather than in the receiving water.

3. Discharges that exceed the numeric effluent limit for pH (outside the range of 6.5 – 8.5 su) constitute a violation of this permit.

4. Permittees whose discharges exceed the numeric effluent limit must sample discharges daily until the violation is corrected and comply with the non-compliance notification requirements in Special Condition S5.F.

E. Sampling and Limits for Sites Discharging to Waters Covered by a TMDL or another Pollution Control Plan

1. Discharges to a waterbody that is subject to a Total Maximum Daily Load (TMDL) for turbidity, fine sediment, low dissolved oxygen, high pH, or phosphorus must be consistent with the TMDL. Refer to Water Quality improvement projects[14] for more information on TMDLs.

    a. Where an applicable TMDL sets specific waste load allocations or requirements for discharges covered by this permit, discharges must be consistent with any specific waste load allocations or requirements established by the applicable TMDL.

        i. The Permittee must sample discharges weekly, unless otherwise specified by the TMDL, to evaluate compliance with the specific waste load allocations or requirements.

        ii. Analytical methods used to meet the monitoring requirements must conform to the latest revision of the *Guidelines Establishing Test Procedures for the Analysis of Pollutants* contained in 40 CFR Part 136.

        iii. Turbidity and pH methods need not be accredited or registered unless conducted at a laboratory which must otherwise be accredited or registered.

    b. Where an applicable TMDL has established a general waste load allocation for construction stormwater discharges, but has not identified specific requirements, compliance with Special Conditions S4 (Monitoring) and S9 (SWPPPs) will constitute compliance with the approved TMDL.

    c. Where an applicable TMDL has not specified a waste load allocation for construction stormwater discharges, but has not excluded these discharges,

[14] https://ecology.wa.gov/water-shorelines/water-quality/water-improvement/total-maximum-daily-load-process/directory-of-improvement-projects

compliance with Special Conditions S4 (Monitoring) and S9 (SWPPPs) will constitute compliance with the approved TMDL.

d. Where an applicable TMDL specifically precludes or prohibits discharges from construction activity, the operator is not eligible for coverage under this permit.

S9. STORMWATER POLLUTION PREVENTION PLAN

The Permittee must prepare and properly implement an adequate Stormwater Pollution Prevention Plan (SWPPP) for construction activity in accordance with the requirements of this permit beginning with initial soil disturbance and until final stabilization.

A. The Permittee's SWPPP must meet the following objectives:

1. To identify best management practices (BMPs) which prevent erosion and sedimentation, and to reduce, eliminate or prevent stormwater contamination and water pollution from construction activity.
2. To prevent violations of surface water quality, groundwater quality, or sediment management standards.
3. To control peak volumetric flow rates and velocities of stormwater discharges.

B. General Requirements

1. The SWPPP must include a narrative and drawings. All BMPs must be clearly referenced in the narrative and marked on the drawings. The SWPPP narrative must include documentation to explain and justify the pollution prevention decisions made for the project. Documentation must include:
    a. Information about existing site conditions (topography, drainage, soils, vegetation, etc.).
    b. Potential erosion problem areas.
    c. The 13 elements of a SWPPP in Special Condition S9.D.1-13, including BMPs used to address each element.
    d. Construction phasing/sequence and general BMP implementation schedule.
    e. The actions to be taken if BMP performance goals are not achieved—for example, a contingency plan for additional treatment and/or storage of stormwater that would violate the water quality standards if discharged.
    f. Engineering calculations for ponds, treatment systems, and any other designed structures. When a treatment system requires engineering calculations, these calculations must be included in the SWPPP. Engineering calculations do not need to be included in the SWPPP for treatment systems that do not require such calculations.
2. The Permittee must modify the SWPPP if, during inspections or investigations conducted by the owner/operator, or the applicable local or state regulatory authority, it is determined that the SWPPP is, or would be, ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site. The Permittee must then:
    a. Review the SWPPP for compliance with Special Condition S9 and make appropriate revisions within 7 days of the inspection or investigation.

b. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible, addressing the problems no later than 10 days from the inspection or investigation. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when an extension is requested by a Permittee within the initial 10-day response period.

c. Document BMP implementation and maintenance in the site logbook.

The Permittee must modify the SWPPP whenever there is a change in design, construction, operation, or maintenance at the construction site that has, or could have, a significant effect on the discharge of pollutants to waters of the State.

C. Stormwater Best Management Practices (BMPs)

BMPs must be consistent with:

1. *Stormwater Management Manual for Western Washington* (most current approved edition at the time this permit was issued), for sites west of the crest of the Cascade Mountains; or

2. *Stormwater Management Manual for Eastern Washington* (most current approved edition at the time this permit was issued), for sites east of the crest of the Cascade Mountains; or

3. Revisions to the manuals listed in Special Condition S9.C.1 & 2, or other stormwater management guidance documents or manuals which provide an equivalent level of pollution prevention, that are approved by Ecology and incorporated into this permit in accordance with the permit modification requirements of WAC 173-226-230; or

4. Documentation in the SWPPP that the BMPs selected provide an equivalent level of pollution prevention, compared to the applicable stormwater management manuals, including:

    a. The technical basis for the selection of all stormwater BMPs (scientific, technical studies, and/or modeling) that support the performance claims for the BMPs being selected.

    b. An assessment of how the selected BMP will satisfy AKART requirements and the applicable federal technology-based treatment requirements under 40 CFR part 125.3.

D. SWPPP – Narrative Contents and Requirements

The Permittee must include each of the 13 elements below in Special Condition S9.D.1-13 in the narrative of the SWPPP and implement them unless site conditions render the element unnecessary and the exemption from that element is clearly justified in the SWPPP.

1. Preserve Vegetation/Mark Clearing Limits

a. Before beginning land-disturbing activities, including clearing and grading, clearly mark all clearing limits, sensitive areas and their buffers, and trees that are to be preserved within the construction area.

b. Retain the duff layer, native topsoil, and natural vegetation in an undisturbed state to the maximum degree practicable.

2. Establish Construction Access

a. Limit construction vehicle access and exit to one route, if possible.

b. Stabilize access points with a pad of quarry spalls, crushed rock, or other equivalent BMPs, to minimize tracking sediment onto roads. Do not use crushed concrete, for construction access stabilization.

c. Locate wheel wash or tire baths on site, if the stabilized construction entrance is not effective in preventing sediment from being tracked onto roads.. Wheel washes and tire baths must comply with special condition S9.D.9.d to prevent discharge to surface waters and ensure appropriate treatment and disposal methods of wash water.

d. If sediment is tracked off-site, clean the affected roadway thoroughly at the end of each day, or more frequently as necessary (for example, during wet weather). Remove sediment from roads by shoveling, sweeping, or pickup and transport of the sediment to a controlled sediment disposal area.

e. Conduct street washing only after sediment removal in accordance with Special Condition S9.D.2.d.

f. Control street wash wastewater by pumping back on site or otherwise preventing it from discharging into systems tributary to waters of the State.

3. Control Flow Rates

a. Protect properties and waterways downstream of construction sites from erosion and the associated discharge of turbid waters due to increases in the velocity and peak volumetric flow rate of stormwater runoff from the project site

b. Where necessary to comply with Special Condition S9.D.3.a, construct stormwater infiltration or detention BMPs as one of the first steps in grading. Assure that detention BMPs function properly before constructing site improvements (for example, impervious surfaces).

c. If permanent infiltration ponds are used for flow control during construction, protect these facilities from sedimentation during the construction phase.

4. Install Sediment Controls

The Permittee must design, install and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, the Permittee must:

a. Construct sediment control BMPs (sediment ponds, traps, filters, infiltration facilities, etc.) as one of the first steps in grading. These BMPs must be functional before other land disturbing activities take place.

b. Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site.

c. Direct stormwater runoff from disturbed areas through a sediment pond or other appropriate sediment removal BMP, before the runoff leaves a construction site or before discharge to an infiltration facility. Runoff from fully stabilized areas may be discharged without a sediment removal BMP but must meet the flow control performance standard of Special Condition S9.D.3.a.

d. Locate BMPs intended to trap sediment on site in a manner to avoid interference with the movement of juvenile salmonids attempting to enter off-channel areas or drainages.

e. Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration, unless infeasible.

f. Where feasible, design outlet structures that withdraw impounded stormwater from the surface to avoid discharging sediment that is still suspended lower in the water column.

5. Stabilize Soils

a. The Permittee must stabilize exposed and unworked by application of effective BMPs that prevent erosion. Applicable BMPs include, but are not limited to: temporary and permanent seeding, sodding, mulching, plastic covering, erosion control fabrics and matting, soil application of polyacrylamide (PAM), the early application of gravel base on areas to be paved, and dust control.

b. The Permittee must control stormwater volume and velocity within the site to minimize soil erosion.

c. The Permittee must control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion.

d. Depending on the geographic location of the project, the Permittee must not allow soils and stockpiles to remain exposed and unworked for more than the time periods set forth below to prevent erosion.

- **West of the Cascade Mountains Crest**
  During the dry season (May 1 - September 30): 7 days
  During the wet season (October 1 - April 30): 2 days
- **East of the Cascade Mountains Crest**, except for Central Basin*
  During the dry season (July 1 - September 30): 10 days
  During the wet season (October 1 - June 30): 5 days
- **The Central Basin***, East of the Cascade Mountains Crest
  During the dry Season (July 1 - September 30): 30 days
  During the wet season (October 1 - June 30): 15 days

***Note: The Central Basin** is defined as the portions of Eastern Washington with mean annual precipitation of less than 12 inches.

e. The Permittee must stabilize soils at the end of the shift before a holiday or weekend if needed based on the weather forecast.

f. The Permittee must stabilize soil stockpiles from erosion, protected with sediment trapping measures, and where possible, be located away from storm drain inlets, waterways, and drainage channels.

g. The Permittee must minimize the amount of soil exposed during construction activity.

h. The Permittee must minimize the disturbance of steep slopes.

i. The Permittee must minimize soil compaction and, unless infeasible, preserve topsoil.

6. Protect Slopes

a. The Permittee must design and construct cut-and-fill slopes in a manner to minimize erosion. Applicable practices include, but are not limited to, reducing continuous length of slope with terracing and diversions, reducing slope steepness, and roughening slope surfaces (for example, track walking).

b. The Permittee must divert off-site stormwater (run-on) or groundwater away from slopes and disturbed areas with interceptor dikes, pipes, and/or swales. Off-site stormwater should be managed separately from stormwater generated on the site.

c. At the top of slopes, collect drainage in pipe slope drains or protected channels to prevent erosion.

i. West of the Cascade Mountains Crest: Temporary pipe slope drains must be sized to convey the flow rate calculated by one of the following methods:

- Single Event Hydrograph Method: the peak volumetric flow rate calculated using a 10-minute flow rate from a Type 1A, 10-year, 24-hour frequency storm for the developed condition, OR

- Continuous Simulation Method: Alternatively, the 10-year peak flow rates determined by an approved continuous runoff model with a 15-minute time step may be used. The hydrologic analysis must use the existing land cover condition for predicting flow rates from tributary areas outside the project limits. For tributary areas on the project site, the analysis must use the temporary or permanent project land cover condition, whichever will produce the highest flow rates. If using the Western Washington Hydrology Model (WWHM) to predict flows, bare soil areas should be modeled as "lawn area."

ii. East of the Cascade Mountains Crest: Temporary pipe slope drains must be sized to handle the expected peak flow rate from a 6-month, 3-hour storm for the developed condition, referred to as the short duration storm.

d. Place excavated material on the uphill side of trenches, consistent with safety and space considerations.

e. Place check dams at regular intervals within constructed channels that are cut down a slope.

7. Protect Drain Inlets

a. Protect all storm drain inlets made operable during construction so that stormwater runoff does not enter the conveyance system without first being filtered or treated to remove sediment.

b. Clean or remove and replace inlet protection devices when sediment has filled one-third of the available storage (unless a different standard is specified by the product manufacturer).

8. Stabilize Channels and Outlets

a. Design, construct and stabilize all on-site conveyance channels to prevent erosion from the following expected peak flows:

i. West of the Cascade Mountains Crest: calculate using one of the following methods:

- Single Event Hydrograph Method: Channels must handle the peak volumetric flow rate using a 10-minute time step from a Type 1A, 10-year, 24-hour frequency storm, OR
- Continuous Simulation Method Alternatively, the 10-year, peak flow rate indicated by an approved continuous runoff model with a 15-minute time step may be used. The hydrologic analysis must use the existing land cover condition for predicting flow rates from tributary areas outside the project limits. For tributary areas on the project site, the analysis must use the temporary or permanent project land cover condition, whichever will produce the highest flow rates. If using the

WWHM to predict flows, bare soil areas should be modeled as "lawn area."

ii. East of the Cascade Mountains Crest: Channels must handle the expected peak flow rate from a 6-month, 3-hour storm for the developed condition, referred to as the short duration storm.

b. Provide stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes, along construction road shoulders, sloped work areas, and downstream reaches at the outlets of all conveyance systems.

9. Control Pollutants

Design, install, implement and maintain effective pollution prevention measures to minimize the discharge of pollutants. The Permittee must:

a. Handle and dispose of all pollutants, including waste materials and demolition debris that occur on site in a manner that does not cause contamination of stormwater or waters of the state.

b. Provide cover, containment, and protection from vandalism for all chemicals, liquid products, petroleum products, and other materials that have the potential to pose a threat to human health or the environment. Minimize storage of hazardous materials on-site. Safety Data Sheets (SDS) should be supplied for all materials stored. Keep chemicals in their original labeled containers. On-site fueling tanks must include secondary containment. Secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume of the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment. If the containment water is free from indicators of contamination, such as oil sheen, turbidity, color, odor, it may be discharged with other stormwater. Visibly contaminated containment water shall be disposed of appropriately.

c. Conduct maintenance, fueling, and repair of heavy equipment and vehicles using spill prevention and control measures. Clean contaminated surfaces immediately following any spill incident.

d. Discharge wheel wash or tire bath wastewater to a separate on-site treatment system that prevents discharge to surface water, or to the sanitary sewer with local sewer district approval.

e. Apply fertilizers and pesticides in a manner and at application rates that will not result in loss of chemical to stormwater runoff. Follow manufacturers' label requirements for application rates and procedures.

f. Use BMPs to prevent contamination of stormwater runoff by pH-modifying sources. The sources for this contamination include, but are not limited to: bulk cement, cement kiln dust, fly ash, new concrete washing and curing

waters, recycled concrete, waste streams generated from concrete grinding and sawing, exposed aggregate processes, dewatering concrete vaults, concrete pumping and mixer washout waters. (Also refer to the definition for "concrete wastewater" in Appendix A – Definitions.)

g. Adjust the pH of stormwater or authorized non-stormwater if necessary to prevent an exceedance of groundwater and/or surface water quality standards.

h. Assure that washout of concrete trucks is performed off-site or in designated concrete washout areas only. Do not wash out concrete truck drums onto the ground, or into storm drains, open ditches, streets, or streams. Washout of small concrete handling equipment may be disposed of in a formed area awaiting concrete where it will not contaminate surface or groundwater. Do not dump excess concrete on site, except in designated concrete washout areas. Concrete spillage or concrete discharge directly to groundwater or surface waters of the State is prohibited. At no time shall concrete be washed off into the footprint of an area where an infiltration BMP will be installed.

i. Obtain written approval from Ecology before using any chemical treatment, with the exception of CO2, dry ice or food grade vinegar, to adjust pH.

j. Uncontaminated water from water-only based shaft drilling for construction of building, road, and bridge foundations may be infiltrated provided the wastewater is managed in a way that prohibits discharge to surface waters. Prior to infiltration, water from water-only based shaft drilling that comes into contact with curing concrete must be neutralized until pH is in the range of 6.5 to 8.5 (su).

k. If a construction activity involves the demolition or renovation of any buildings built before 1980, the permittee must implement BMP S438 [BMPs for Construction Demolition] of the SWMMMs.

10. Control Dewatering

a. Permittees must discharge foundation, vault, and trench dewatering water, which have characteristics similar to stormwater runoff at the site, in conjunction with BMPs to reduce sedimentation before discharge to a sediment trap or sediment pond.

b. Permittees may discharge clean, non-turbid dewatering water, such as well-point groundwater, to systems tributary to, or directly into surface waters of the State, as specified in Special Condition S9.D.8, provided the dewatering flow does not cause erosion or flooding of receiving waters. Do not route clean dewatering water through stormwater sediment ponds. Note that “surface waters of the State” may exist on a construction site as well as off-site; for example, a creek running through a site.

c. Other dewatering treatment or disposal options may include:

i. Infiltration

ii. Transport off-site in a vehicle, such as a vacuum flush truck, for legal disposal in a manner that does not pollute state waters.

iii. Ecology-approved on-site chemical treatment or other suitable treatment technologies (See S9.D.9.i, regarding chemical treatment written authorization).

iv. Sanitary or combined sewer discharge with local sewer district approval, if there is no other option.

v. Use of a sedimentation bag with discharge to a ditch or swale for small volumes of localized dewatering.

d. Permittees must handle highly turbid or contaminated dewatering water separately from stormwater.

11. Maintain BMPs

a. Permittees must maintain and repair all temporary and permanent erosion and sediment control BMPs as needed to assure continued performance of their intended function in accordance with BMP specifications.

b. Permittees must remove all temporary erosion and sediment control BMPs within 30 days after achieving final site stabilization or after the temporary BMPs are no longer needed.

12. Manage the Project

a. Phase development projects to the maximum degree practicable and take into account seasonal work limitations.

b. Inspect, maintain and repair all BMPs as needed to assure continued performance of their intended function. Conduct site inspections and monitoring in accordance with Special Condition S4.

c. Maintain, update, and implement the SWPPP in accordance with Special Conditions S3, S4, and S9.

13. Protect Infiltration BMPs

Permittees must protect existing and proposed infiltration BMPs during construction. The primary purpose of on-site Stormwater Management (often referred to as low impact development, or LID) is to reduce the disruption of the natural site hydrology through infiltration. LID BMPs are permanent facilities.

a. Permittees must protect all LID BMPs (including, but not limited to, Bioretention and Rain Garden facilities) from sedimentation through installation and maintenance of erosion and sediment control BMPs on portions of the site that drain into the infiltration BMPs. Restore the BMPs to their fully functioning condition if they accumulate sediment during

construction. Restoring the BMP must include removal of sediment and any sediment-laden soils within the BMP and replacing the removed soils with soils meeting the design specification.

b. Permittees must maintain the infiltration capabilities of infiltration BMPs by protecting against compaction by construction equipment and foot traffic. Protect completed lawn and landscaped areas from compaction due to construction equipment.

c. Permittees must control erosion and avoid introducing sediment from surrounding land uses onto permeable pavements. Do not allow muddy construction equipment on the base material or pavement. Do not allow sediment-laden runoff onto permeable pavements or base materials.

d. Permittees must clean permeable pavements fouled with sediments or no longer passing an initial infiltration test using local stormwater manual methodology or the manufacturer's procedures.

e. Permittees must keep all heavy equipment off existing soils under infiltration BMPs that have been excavated to final grade to retain the infiltration rate of the soils.

E. SWPPP – Map Contents and Requirements

The Permittee's SWPPP must also include a vicinity map or general location map (for example, a USGS quadrangle map, a portion of a county or city map, or other appropriate map) with enough detail to identify the location of the construction site and receiving waters within one mile of the site.

The SWPPP must also include a legible site map (or maps) showing the entire construction site. The following features must be identified, unless not applicable due to site conditions.

1. The direction of north, property lines, and existing structures and roads.
2. Cut and fill slopes indicating the top and bottom of slope catch lines.
3. Approximate slopes, contours, and direction of stormwater flow before and after major grading activities.
4. Areas of soil disturbance and areas that will not be disturbed.
5. Locations of structural and nonstructural controls (BMPs) identified in the SWPPP.
6. Locations of off-site material, stockpiles, waste storage, borrow areas, and vehicle/equipment storage areas.
7. Locations of all surface water bodies, including wetlands.
8. Locations where stormwater or non-stormwater discharges off-site and/or to a surface waterbody, including wetlands.
9. Location of water quality sampling station(s), if sampling is required by state or local permitting authority.

10. Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.
11. Location or proposed location of infiltration facilities.

S10. NOTICE OF TERMINATION (NOT)

Partial terminations of permit coverage are not authorized.

A. Conditions for an NOT

The site is eligible for final termination of coverage when it has met any of the following conditions:

1. The site has undergone final stabilization, the Permittee has removed all temporary BMPs (except biodegradable BMPs clearly manufactured with the intention for the material to be left in place and not interfere with maintenance or land use), and all stormwater discharges associated with construction activity have been eliminated; or
2. All portions of the site that have not undergone final stabilization per Special Condition S10.A.1 have been sold and/or transferred (per Special Condition S2.A), and the Permittee no longer has operational control of the construction activity; or
3. For residential construction only, the Permittee has completed temporary stabilization, and the homeowners have taken possession of the residences.

B. Process for Terminating

When the site is eligible for termination, the Permittee must submit a complete and accurate Notice of Termination (NOT) form, signed in accordance with General Condition G2, to:

Department of Ecology
Water Quality Program - Permit Fee Unit
PO Box 47600
Olympia, WA 98504-7696

When an electronic termination form is available, the Permittee may choose to submit a complete and accurate Notice of Termination (NOT) form through the Water Quality Permitting Portal rather than mailing a hardcopy as noted above.

The termination is effective on the 31st **Calendar Day** following the date Ecology receives a complete NOT form, unless Ecology notifies the Permittee that termination request is denied because the Permittee has not met the eligibility requirements in Special Condition S10.A.

Permittees are required to comply with all conditions and effluent limitations in the permit until the permit has been terminated.

Permittees transferring the property to a new property owner or operator/Permittee are required to complete and submit the Notice of Transfer form to Ecology but are not required to submit a Notice of Termination form for this type of transaction.

Note: When site conditions cause a delay in Ecology's inspection, the effective date of the NOT will be back dated to the 31st day following submittal, if the site inspection verifies that the site is eligible for termination

If Ecology notifies the Permittee that termination request is denied because the Permittee has not met the eligibility requirements in Special Condition S10.A, the Permittee remains under permit coverage and must continue to comply with all permit conditions.

GENERAL CONDITIONS

G1. DISCHARGE VIOLATIONS

All discharges and activities authorized by this general permit must be consistent with the terms and conditions of this general permit. Any discharge of any pollutant more frequent than or at a level in excess of that identified and authorized by the general permit must constitute a violation of the terms and conditions of this permit.

G2. SIGNATORY REQUIREMENTS

A. All permit applications (including NOIs, NOTs, and Transfer of Coverage forms) signed and certified:

1. In the case of corporations, by a responsible corporate officer.
2. In the case of a partnership, by a general partner of a partnership.
3. In the case of sole proprietorship, by the proprietor.
4. In the case of a municipal, state, or other public facility, by either a principal executive officer or ranking elected official.

B. All reports required by this permit and other information requested by Ecology must be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:

1. The authorization is made in writing by a person described above and submitted to Ecology.
2. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility, such as the position of plant manager, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters.

C. Changes to authorization. If an authorization under paragraph G2.B.2 above is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph G2.B.2 above must be submitted to Ecology prior to or together with any reports, information, or applications to be signed by an authorized representative.

D. Certification. Any person signing a document under this section must make the following certification:

"I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

G3. RIGHT OF INSPECTION AND ENTRY

The Permittee must allow an authorized representative of Ecology, upon the presentation of credentials and such other documents as may be required by law:

A. To enter upon the premises where a discharge is located or where any records are kept under the terms and conditions of this permit.

B. To have access to and copy, at reasonable times and at reasonable cost, any records required to be kept under the terms and conditions of this permit.

C. To inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, methods, or operations regulated or required under this permit.

D. To sample or monitor, at reasonable times, any substances or parameters at any location for purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act.

G4. GENERAL PERMIT MODIFICATION AND REVOCATION

This permit may be modified, revoked and reissued, or terminated in accordance with the provisions of Chapter 173-226 WAC. Grounds for modification, revocation and reissuance, or termination include, but are not limited to, the following:

A. When a change occurs in the technology or practices for control or abatement of pollutants applicable to the category of dischargers covered under this permit.

B. When effluent limitation guidelines or standards are promulgated pursuant to the CWA or Chapter 90.48 RCW, for the category of dischargers covered under this permit.

C. When a water quality management plan containing requirements applicable to the category of dischargers covered under this permit is approved, or

D. When information is obtained that indicates cumulative effects on the environment from dischargers covered under this permit are unacceptable.

G5. REVOCATION OF COVERAGE UNDER THE PERMIT

Pursuant to Chapter 43.21B RCW and Chapter 173-226 WAC, the Director may terminate coverage for any discharger under this permit for cause. Cases where coverage may be terminated include, but are not limited to, the following:

A. Violation of any term or condition of this permit.

B. Obtaining coverage under this permit by misrepresentation or failure to disclose fully all relevant facts.

C. A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge.

D. Failure or refusal of the Permittee to allow entry as required in RCW 90.48.090.

E. A determination that the permitted activity endangers human health or the environment, or contributes to water quality standards violations.

F. Nonpayment of permit fees or penalties assessed pursuant to RCW 90.48.465 and Chapter 173-224 WAC.

G. Failure of the Permittee to satisfy the public notice requirements of WAC 173-226-130(5), when applicable.

Ecology may require any discharger under this permit to apply for and obtain coverage under an individual permit or another more specific general permit.

Permittees who have their coverage revoked for cause according to WAC 173-226-240 may request temporary coverage under this permit during the time an individual permit is being developed, provided the request is made within ninety (90) days from the time of revocation and is submitted along with a complete individual permit application form.

G6. REPORTING A CAUSE FOR MODIFICATION

The Permittee must submit a new application, or a supplement to the previous application, whenever a material change to the construction activity or in the quantity or type of discharge is anticipated which is not specifically authorized by this permit. This application must be submitted at least sixty (60) days prior to any proposed changes. Filing a request for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not relieve the Permittee of the duty to comply with the existing permit until it is modified or reissued.

G7. COMPLIANCE WITH OTHER LAWS AND STATUTES

Nothing in this permit will be construed as excusing the Permittee from compliance with any applicable federal, state, or local statutes, ordinances, or regulations.

G8. DUTY TO REAPPLY

The Permittee must apply for permit renewal at least 180 days prior to the specified expiration date of this permit. The Permittee must reapply using the electronic application form (NOI) available on Ecology's website. Permittees unable to submit electronically (for example, those who do not have an internet connection) must contact Ecology to request a waiver and obtain instructions on how to obtain a paper NOI.

Department of Ecology
Water Quality Program - Construction Stormwater
PO Box 47696
Olympia, WA 98504-7696

G9. REMOVED SUBSTANCE

The Permittee must not re-suspend or reintroduce collected screenings, grit, solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of stormwater to the final effluent stream for discharge to state waters.

G10. DUTY TO PROVIDE INFORMATION

The Permittee must submit to Ecology, within a reasonable time, all information that Ecology may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The Permittee must also submit to Ecology, upon request, copies of records required to be kept by this permit [40 CFR 122.41(h)].

G11. OTHER REQUIREMENTS OF 40 CFR

All other requirements of 40 CFR 122.41 and 122.42 are incorporated in this permit by reference.

G12. ADDITIONAL MONITORING

Ecology may establish specific monitoring requirements in addition to those contained in this permit by administrative order or permit modification.

G13. PENALTIES FOR VIOLATING PERMIT CONDITIONS

Any person who is found guilty of willfully violating the terms and conditions of this permit shall be deemed guilty of a crime, and upon conviction thereof shall be punished by a fine of up to ten thousand dollars ($10,000) and costs of prosecution, or by imprisonment at the discretion of the court. Each day upon which a willful violation occurs may be deemed a separate and additional violation.

Any person who violates the terms and conditions of a waste discharge permit shall incur, in addition to any other penalty as provided by law, a civil penalty in the amount of up to ten

thousand dollars ($10,000) for every such violation. Each and every such violation shall be a separate and distinct offense, and in case of a continuing violation, every day's continuance shall be deemed to be a separate and distinct violation.

G14. UPSET

Definition – "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the requirements of the following paragraph are met.

A Permittee who wishes to establish the affirmative defense of upset must demonstrate, through properly signed, contemporaneous operating logs or other relevant evidence that:

1. an upset occurred and that the Permittee can identify the cause(s) of the upset;
2. the permitted facility was being properly operated at the time of the upset;
3. the Permittee submitted notice of the upset as required in Special Condition S5.F, and;
4. the Permittee complied with any remedial measures required under this permit.

In any enforcement proceeding, the Permittee seeking to establish the occurrence of an upset has the burden of proof.

G15. PROPERTY RIGHTS

This permit does not convey any property rights of any sort, or any exclusive privilege.

G16. DUTY TO COMPLY

The Permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

G17. TOXIC POLLUTANTS

The Permittee must comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish those standards or prohibitions, even if this permit has not yet been modified to incorporate the requirement.

G18. PENALTIES FOR TAMPERING

The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than $10,000 per violation, or by imprisonment for not more than two years per violation, or by both. If a conviction of a person is for a violation committed after a first conviction of such person under this condition, punishment shall be a fine of not more than $20,000 per day of violation, or imprisonment of not more than four (4) years, or both.

G19. REPORTING PLANNED CHANGES

The Permittee must, as soon as possible, give notice to Ecology of planned physical alterations, modifications or additions to the permitted construction activity. The Permittee should be aware that, depending on the nature and size of the changes to the original permit, a new public notice and other permit process requirements may be required. Changes in activities that require reporting to Ecology include those that will result in:

A. The permitted facility being determined to be a new source pursuant to 40 CFR 122.29(b).

B. A significant change in the nature or an increase in quantity of pollutants discharged, including but not limited to: a 20% or greater increase in acreage disturbed by construction activity.

C. A change in or addition of surface water(s) receiving stormwater or non-stormwater from the construction activity.

D. A change in the construction plans and/or activity that affects the Permittee's monitoring requirements in Special Condition S4.

Following such notice, permit coverage may be modified, or revoked and reissued pursuant to 40 CFR 122.62(a) to specify and limit any pollutants not previously limited. Until such modification is effective, any new or increased discharge in excess of permit limits or not specifically authorized by this permit constitutes a violation.

G20. REPORTING OTHER INFORMATION

Where the Permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to Ecology, it must promptly submit such facts or information.

G21. REPORTING ANTICIPATED NON-COMPLIANCE

The Permittee must give advance notice to Ecology by submission of a new application or supplement thereto at least forty-five (45) days prior to commencement of such discharges, of any facility expansions, production increases, or other planned changes, such as process modifications, in the permitted facility or activity which may result in noncompliance with permit limits or conditions. Any maintenance of facilities, which might necessitate unavoidable interruption of operation and degradation of effluent quality, must be

scheduled during non-critical water quality periods and carried out in a manner approved by Ecology.

G22. REQUESTS TO BE EXCLUDED FROM COVERAGE UNDER THE PERMIT

Any discharger authorized by this permit may request to be excluded from coverage under the general permit by applying for an individual permit. The discharger must submit to the Director an application as described in WAC 173-220-040 or WAC 173-216-070, whichever is applicable, with reasons supporting the request. These reasons will fully document how an individual permit will apply to the applicant in a way that the general permit cannot. Ecology may make specific requests for information to support the request. The Director will either issue an individual permit or deny the request with a statement explaining the reason for the denial. When an individual permit is issued to a discharger otherwise subject to the construction stormwater general permit, the applicability of the construction stormwater general permit to that Permittee is automatically terminated on the effective date of the individual permit.

G23. APPEALS

A. The terms and conditions of this general permit, as they apply to the appropriate class of dischargers, are subject to appeal by any person within 30 days of issuance of this general permit, in accordance with Chapter 43.21B RCW, and Chapter 173-226 WAC.

B. The terms and conditions of this general permit, as they apply to an individual discharger, are appealable in accordance with Chapter 43.21B RCW within 30 days of the effective date of coverage of that discharger. Consideration of an appeal of general permit coverage of an individual discharger is limited to the general permit's applicability or non-applicability to that individual discharger.

C. The appeal of general permit coverage of an individual discharger does not affect any other dischargers covered under this general permit. If the terms and conditions of this general permit are found to be inapplicable to any individual discharger(s), the matter shall be remanded to Ecology for consideration of issuance of an individual permit or permits.

G24. SEVERABILITY

The provisions of this permit are severable, and if any provision of this permit, or application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

G25. BYPASS PROHIBITED

A. Bypass Procedures

Bypass, which is the intentional diversion of waste streams from any portion of a treatment facility, is prohibited for stormwater events below the design criteria for stormwater

management. Ecology may take enforcement action against a Permittee for bypass unless one of the following circumstances (1, 2, 3 or 4) is applicable.

1. Bypass of stormwater is consistent with the design criteria and part of an approved management practice in the applicable stormwater management manual.

2. Bypass for essential maintenance without the potential to cause violation of permit limits or conditions.

Bypass is authorized if it is for essential maintenance and does not have the potential to cause violations of limitations or other conditions of this permit, or adversely impact public health.

3. Bypass of stormwater is unavoidable, unanticipated, and results in noncompliance of this permit.

   This bypass is permitted only if:

   a. Bypass is unavoidable to prevent loss of life, personal injury, or severe property damage. “Severe property damage” means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass.

   b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, maintenance during normal periods of equipment downtime (but not if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance), or transport of untreated wastes to another treatment facility.

   c. Ecology is properly notified of the bypass as required in Special Condition S5.F of this permit.

4. A planned action that would cause bypass of stormwater and has the potential to result in noncompliance of this permit during a storm event.

   The Permittee must notify Ecology at least thirty (30) days before the planned date of bypass. The notice must contain:

   a. A description of the bypass and its cause

   b. An analysis of all known alternatives which would eliminate, reduce, or mitigate the need for bypassing.

   c. A cost-effectiveness analysis of alternatives including comparative resource damage assessment.

   d. The minimum and maximum duration of bypass under each alternative.

e. A recommendation as to the preferred alternative for conducting the bypass.

f. The projected date of bypass initiation.

g. A statement of compliance with SEPA.

h. A request for modification of water quality standards as provided for in WAC 173-201A-110, if an exceedance of any water quality standard is anticipated.

i. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass.

5. For probable construction bypasses, the need to bypass is to be identified as early in the planning process as possible. The analysis required above must be considered during preparation of the Stormwater Pollution Prevention Plan (SWPPP) and must be included to the extent practical. In cases where the probable need to bypass is determined early, continued analysis is necessary up to and including the construction period in an effort to minimize or eliminate the bypass.

Ecology will consider the following before issuing an administrative order for this type of bypass:

a. If the bypass is necessary to perform construction or maintenance-related activities essential to meet the requirements of this permit.

b. If there are feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, stopping production, maintenance during normal periods of equipment down time, or transport of untreated wastes to another treatment facility.

c. If the bypass is planned and scheduled to minimize adverse effects on the public and the environment.

After consideration of the above and the adverse effects of the proposed bypass and any other relevant factors, Ecology will approve, conditionally approve, or deny the request. The public must be notified and given an opportunity to comment on bypass incidents of significant duration, to the extent feasible. Approval of a request to bypass will be by administrative order issued by Ecology under RCW 90.48.120.

B. Duty to Mitigate

The Permittee is required to take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely

affecting human health or the environment.

APPENDIX A – DEFINITIONS

AKART is an acronym for "**A**ll **K**nown, **A**vailable, and **R**easonable methods of prevention, control, and **T**reatment." AKART represents the most current methodology that can be reasonably required for preventing, controlling, or abating the pollutants and controlling pollution associated with a discharge.

Applicable TMDL means a TMDL for turbidity, fine sediment, low dissolved oxygen, high pH, or phosphorus, which was completed and approved by EPA before January 1, 2021, or before the date the operator's complete permit application is received by Ecology, whichever is later. TMDLs completed after a complete permit application is received by Ecology become applicable to the Permittee only if they are imposed through an administrative order by Ecology, or through a modification of permit coverage.

Applicant means an operator seeking coverage under this permit.

Benchmark means a pollutant concentration used as a permit threshold, below which a pollutant is considered unlikely to cause a water quality violation, and above which it may. When pollutant concentrations exceed benchmarks, corrective action requirements take effect. Benchmark values are not water quality standards and are not numeric effluent limitations; they are indicator values.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other physical, structural and/or managerial practices to prevent or reduce the pollution of waters of the State. BMPs include treatment systems, operating procedures, and practices to control stormwater associated with construction activity, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Buffer means an area designated by a local jurisdiction that is contiguous to and intended to protect a sensitive area.

Bypass means the intentional diversion of waste streams from any portion of a treatment facility.

Calendar Day means a period of 24 consecutive hours starting at 12:00 midnight and ending the following 12:00 midnight.

Calendar Week (same as **Week**) means a period of seven consecutive days starting at 12:01 a.m. (0:01 hours) on Sunday.

Certified Erosion and Sediment Control Lead (CESCL) means a person who has current certification through an approved erosion and sediment control training program that meets the minimum training standards established by Ecology (See BMP C160 in the SWMM).

Chemical Treatment means the addition of chemicals to stormwater and/or authorized non-stormwater prior to filtration and discharge to surface waters.

Clean Water Act (CWA) means the Federal Water Pollution Control Act enacted by Public Law 92-500, as amended by Public Laws 95-217, 95-576, 96-483, and 97-117; USC 1251 et seq.

Combined Sewer means a sewer which has been designed to serve as a sanitary sewer and a storm sewer, and into which inflow is allowed by local ordinance.

Common Plan of Development or Sale means a site where multiple separate and distinct construction activities may be taking place at different times on different schedules and/or by different contractors, but still under a single plan. Examples include: 1) phased projects and projects with multiple filings or lots, even if the separate phases or filings/lots will be constructed under separate contract or by separate owners (e.g., a development where lots are sold to separate builders); 2) a development plan that may be phased over multiple years, but is still under a consistent plan for long-term development; 3) projects in a contiguous area that may be unrelated but still under the same contract, such as construction of a building extension and a new parking lot at the same facility; and 4) linear projects such as roads, pipelines, or utilities. If the project is part of a common plan of development or sale, the disturbed area of the entire plan must be used in determining permit requirements.

Composite Sample means a mixture of grab samples collected at the same sampling point at different times, formed either by continuous sampling or by mixing discrete samples. May be "time-composite" (collected at constant time intervals) or "flow-proportional" (collected either as a constant sample volume at time intervals proportional to stream flow, or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots.

Concrete Wastewater means any water used in the production, pouring and/or clean-up of concrete or concrete products, and any water used to cut, grind, wash, or otherwise modify concrete or concrete products. Examples include water used for or resulting from concrete truck/mixer/pumper/tool/chute rinsing or washing, concrete saw cutting and surfacing (sawing, coring, grinding, roughening, hydro-demolition, bridge and road surfacing). When stormwater comingles with concrete wastewater, the resulting water is considered concrete wastewater and must be managed to prevent discharge to waters of the State, including groundwater.

Construction Activity means land disturbing operations including clearing, grading, excavation, and other soil disturbing activities which disturb the surface of the land. Such activities may include road construction, construction of residential houses, office buildings, or industrial buildings, site preparation, soil compaction, movement and stockpiling of topsoils, and demolition activity.

Construction Support Activity means on or off-site acreage that will be disturbed as a direct result of the construction project and will discharge stormwater. Construction-support activities may include, but are not limited to: equipment staging, borrow pit, material storage areas, dump areas, haul roads, construction roads, side-cast areas, on-site portable rock crusher, staging yards, parking areas, off-site construction support activities and all other soil disturbing activities.

Contaminant means any hazardous substance that does not occur naturally or occurs at greater than natural background levels. See definition of “hazardous substance” and WAC 173-340-200.

Contaminated soil means soil which contains contaminants, pollutants, or hazardous substances that do not occur naturally or occur at levels greater than natural background.

Contaminated groundwater means groundwater which contains contaminants, pollutants, or hazardous substances that do not occur naturally or occur at levels greater than natural background.

Date of Receipt – This is defined in RCW 43.21B.001(2) as five business days after the date of mailing; or the date of actual receipt, when the actual receipt date can be proven by a preponderance of the evidence. The recipient's sworn affidavit or declaration indicating the date of receipt, which is unchallenged by the agency, constitutes sufficient evidence of actual receipt. The date of actual receipt, however, may not exceed forty-five days from the date of mailing.

Days (compliance period interval) - When the compliance period is stated in days: (A) exclude the day of the event that triggers the period; (B) count every day, including intermediate Saturdays, Sundays, and legal holidays; and (C) include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

Demonstrably Equivalent means that the technical basis for the selection of all stormwater BMPs is documented within a SWPPP, including:

1. The method and reasons for choosing the stormwater BMPs selected.
2. The pollutant removal performance expected from the BMPs selected.
3. The technical basis supporting the performance claims for the BMPs selected, including any available data concerning field performance of the BMPs selected.
4. An assessment of how the selected BMPs will comply with state water quality standards.
5. An assessment of how the selected BMPs will satisfy both applicable federal technology-based treatment requirements and state requirements to use all known, available, and reasonable methods of prevention, control, and treatment (AKART).

Department means the Washington State Department of Ecology.

Detention means the temporary storage of stormwater to improve quality and/or to reduce the mass flow rate of discharge.

Dewatering means the act of pumping groundwater or stormwater away from an active construction site.

Director means the Director of the Washington State Department of Ecology or his/her authorized representative.

Discharger means an owner or operator of any facility or activity subject to regulation under Chapter 90.48 RCW or the Federal Clean Water Act.

Domestic Wastewater means water carrying human wastes, including kitchen, bath, and laundry wastes from residences, buildings, industrial establishments, or other places, together with such groundwater infiltration or surface waters as may be present.

Ecology means the Washington State Department of Ecology.

Engineered Soils means the use of soil amendments including, but not limited, to Portland cement treated base (CTB), cement kiln dust (CKD), or fly ash to achieve certain desirable soil characteristics.

Equivalent BMPs means operational, source control, treatment, or innovative BMPs which result in equal or better quality of stormwater discharge to surface water or to groundwater than BMPs selected from the SWMM.

Erosion means the wearing away of the land surface by running water, wind, ice, or other geological agents, including such processes as gravitational creep.

Erosion and Sediment Control BMPs means BMPs intended to prevent erosion and sedimentation, such as preserving natural vegetation, seeding, mulching and matting, plastic covering, filter fences, sediment traps, and ponds. Erosion and sediment control BMPs are synonymous with stabilization and structural BMPs.

Federal Operator is an entity that meets the definition of "Operator" in this permit and is either any department, agency or instrumentality of the executive, legislative, and judicial branches of the Federal government of the United States, or another entity, such as a private contractor, performing construction activity for any such department, agency, or instrumentality.

Final Stabilization (same as **fully stabilized** or **full stabilization**) means the completion of all soil disturbing activities at the site and the establishment of permanent vegetative cover, or equivalent permanent stabilization measures (such as pavement, riprap, gabions, or geotextiles) which will prevent erosion. See the applicable Stormwater Management Manual for more information on vegetative cover expectations and equivalent permanent stabilization measures.

Groundwater means water in a saturated zone or stratum beneath the land surface or a surface waterbody.

Groundwater Discharge Point (or Discharge to Groundwater) means the location where stormwater associated with construction activities enters a stormwater infiltration structure that is used, intended or designed to infiltrate water into the ground

Hazardous Substance means any dangerous or extremely hazardous waste as defined in RCW 70.105.010 (5) and (6), or any dangerous or extremely dangerous waste as designated by rule under chapter 70.105 RCW; any hazardous sub-stance as defined in RCW 70.105.010(14) or any hazardous substance as defined by rule under chapter 70.105 RCW; any substance that, on the effective date of this section, is a hazardous substance under section 101(14) of the federal cleanup law, 42U.S.C., Sec. 9601(14); petroleum or petroleum products; and any substance or category of substances, including solid waste decomposition products, determined by the director by rule to present a threat to human health or the environment if released into the environment. The term hazardous substance

does not include any of the following when contained in an underground storage tank from which there is not a release: crude oil or any fraction thereof or petroleum, if the tank is in compliance with all applicable federal, state, and local law.

Injection Well means a well that is used for the subsurface emplacement of fluids. (See Well.)

Jurisdiction means a political unit such as a city, town or county; incorporated for local self-government.

National Pollutant Discharge Elimination System (NPDES) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring, and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318, and 405 of the Federal Clean Water Act, for the discharge of pollutants to surface waters of the State from point sources. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State Department of Ecology.

Notice of Intent (NOI) means the application for, or a request for coverage under this general permit pursuant to WAC 173-226-200.

Notice of Termination (NOT) means a request for termination of coverage under this general permit as specified by Special Condition S10 of this permit.

Operational Hours means when work is happening on site related to the project and project support activities, whether the activities are scheduled or unscheduled.

Operator means any party associated with a construction project that meets either of the following two criteria:

- The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or
- The party has day-to-day operational control of those activities at a project that are necessary to ensure compliance with a SWPPP for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions).

Permittee means individual or entity that receives notice of coverage under this general permit.

pH means a liquid's measure of acidity or alkalinity. A pH of 7 is defined as neutral. Large variations above or below this value are considered harmful to most aquatic life.

pH Monitoring Period means the time period in which the pH of stormwater runoff from a site must be tested a minimum of once every seven days to determine if stormwater pH is between 6.5 and 8.5.

Point Source means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, and container from which pollutants are or may be discharged to surface waters of the State. This term does not include return flows from irrigated agriculture. (See the Fact Sheet for further explanation)

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, domestic sewage sludge (biosolids), munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste. This term does not include sewage from vessels within the meaning of section 312 of the CWA, nor does it include dredged or fill material discharged in accordance with a permit issued under section 404 of the CWA.

Pollution means contamination or other alteration of the physical, chemical, or biological properties of waters of the State; including change in temperature, taste, color, turbidity, or odor of the waters; or such discharge of any liquid, gaseous, solid, radioactive or other substance into any waters of the State as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety or welfare; or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses; or to livestock, wild animals, birds, fish or other aquatic life.

Process Wastewater means any non-stormwater which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product. If stormwater commingles with process wastewater, the commingled water is considered process wastewater.

Receiving Water means the waterbody at the point of discharge. If the discharge is to a storm sewer system, either surface or subsurface, the receiving water is the waterbody to which the storm system discharges. Systems designed primarily for other purposes such as for groundwater drainage, redirecting stream natural flows, or for conveyance of irrigation water/return flows that coincidentally convey stormwater are considered the receiving water.

Representative means a stormwater or wastewater sample which represents the flow and characteristics of the discharge. Representative samples may be a grab sample, a time-proportionate composite sample, or a flow proportionate sample. Ecology's Construction Stormwater Monitoring Manual provides guidance on representative sampling.

Responsible Corporate Officer for the purpose of signatory authority means: (i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or (ii) the manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures (40 CFR 122.22).

Sanitary Sewer means a sewer which is designed to convey domestic wastewater.

Sediment means the fragmented material that originates from the weathering and erosion of rocks or unconsolidated deposits, and is transported by, suspended in, or deposited by water.

Sedimentation means the depositing or formation of sediment.

Sensitive Area means a waterbody, wetland, stream, aquifer recharge area, or channel migration zone.

SEPA (State Environmental Policy Act) means the Washington State Law, RCW 43.21C.020, intended to prevent or eliminate damage to the environment.

Significant Amount means an amount of a pollutant in a discharge that is amenable to available and reasonable methods of prevention or treatment; or an amount of a pollutant that has a reasonable potential to cause a violation of surface or groundwater quality or sediment management standards.

Significant Concrete Work means greater than 1000 cubic yards placed or poured concrete or recycled concrete used over the life of a project.

Significant Contributor of Pollutants means a facility determined by Ecology to be a contributor of a significant amount(s) of a pollutant(s) to waters of the State of Washington.

Site means the land or water area where any "facility or activity" is physically located or conducted.

Source Control BMPs means physical, structural or mechanical devices or facilities that are intended to prevent pollutants from entering stormwater. A few examples of source control BMPs are erosion control practices, maintenance of stormwater facilities, constructing roofs over storage and working areas, and directing wash water and similar discharges to the sanitary sewer or a dead-end sump.

Stabilization means the application of appropriate BMPs to prevent the erosion of soils, such as, temporary and permanent seeding, vegetative covers, mulching and matting, plastic covering and sodding. See also the definition of Erosion and Sediment Control BMPs.

Storm Drain means any drain which drains directly into a storm sewer system, usually found along roadways or in parking lots.

Storm Sewer System means a means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains designed or used for collecting or conveying stormwater. This does not include systems which are part of a combined sewer or Publicly Owned Treatment Works (POTW), as defined at 40 CFR 122.2.

Stormwater means that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes, and other features of a stormwater drainage system into a defined surface waterbody, or a constructed infiltration facility.

Stormwater Management Manual (SWMM) or Manual means the technical Manual published by Ecology for use by local governments that contain descriptions of and design

criteria for BMPs to prevent, control, or treat pollutants in stormwater. There are two manuals, one for Eastern Washington and one for Western Washington.

Stormwater Pollution Prevention Plan (SWPPP) means a documented plan to implement measures to identify, prevent, and control the contamination of point source discharges of stormwater.

Surface Waters of the State includes lakes, rivers, ponds, streams, inland waters, salt waters, and all other surface waters and water courses within the jurisdiction of the state of Washington.

Temporary Stabilization means the exposed ground surface has been covered with appropriate materials to provide temporary stabilization of the surface from water or wind erosion. Materials include, but are not limited to, mulch, riprap, erosion control mats or blankets and temporary cover crops. Seeding alone is not considered stabilization. Temporary stabilization is not a substitute for the more permanent "final stabilization."

Total Maximum Daily Load (TMDL) means a calculation of the maximum amount of a pollutant that a waterbody can receive and still meet state water quality standards. Percentages of the total maximum daily load are allocated to the various pollutant sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources. The TMDL calculations must include a "margin of safety" to ensure that the waterbody can be protected in case there are unforeseen events or unknown sources of the pollutant. The calculation must also account for seasonable variation in water quality.

Transfer of Coverage (TOC) means a request for transfer of coverage under this general permit as specified by Special Condition S2.A of this permit.

Treatment BMPs means BMPs that are intended to remove pollutants from stormwater. A few examples of treatment BMPs are detention ponds, oil/water separators, biofiltration, and constructed wetlands.

Transparency means a measurement of water clarity in centimeters (cm), using a 60 cm transparency tube. The transparency tube is used to estimate the relative clarity or transparency of water by noting the depth at which a black and white Secchi disc becomes visible when water is released from a value in the bottom of the tube. A transparency tube is sometimes referred to as a "turbidity tube."

Turbidity means the clarity of water expressed as nephelometric turbidity units (NTUs) and measured with a calibrated turbidimeter.

Uncontaminated means free from any contaminant. See definition of "contaminant" and WAC 173-340-200.

Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

Waste Load Allocation (WLA) means the portion of a receiving water's loading capacity that is allocated to one of its existing or future point sources of pollution. WLAs constitute a type of water quality based effluent limitation (40 CFR 130.2[h]).

Water-Only Based Shaft Drilling is a shaft drilling process that uses water only and no additives are involved in the drilling of shafts for construction of building, road, or bridge foundations.

Water Quality means the chemical, physical, and biological characteristics of water, usually with respect to its suitability for a particular purpose.

Waters of the State includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the State" as defined in Chapter 90.48 RCW, which include lakes, rivers, ponds, streams, inland waters, underground waters, salt waters, and all other surface waters and water courses within the jurisdiction of the state of Washington.

Well means a bored, drilled or driven shaft, or dug hole whose depth is greater than the largest surface dimension. (See Injection Well.)

Wheel Wash Wastewater means any water used in, or resulting from the operation of, a tire bath or wheel wash (BMP C106: Wheel Wash), or other structure or practice that uses water to physically remove mud and debris from vehicles leaving a construction site and prevent track-out onto roads. When stormwater comingles with wheel wash wastewater, the resulting water is considered wheel wash wastewater and must be managed according to Special Condition S9.D.9.

APPENDIX B – ACRONYMS

AKART	All Known, Available, and Reasonable Methods of Prevention, Control, and Treatment
BMP	Best Management Practice
CESCL	Certified Erosion and Sediment Control Lead
CFR	Code of Federal Regulations
CKD	Cement Kiln Dust
Cm	Centimeters
CPD	Common Plan of Development
CTB	Cement-Treated Base
CWA	Clean Water Act
DMR	Discharge Monitoring Report
EPA	Environmental Protection Agency
ERTS	Environmental Report Tracking System
ESC	Erosion and Sediment Control
FR	Federal Register
LID	Low Impact Development
NOI	Notice of Intent
NOT	Notice of Termination
NPDES	National Pollutant Discharge Elimination System
NTU	Nephelometric Turbidity Unit
RCW	Revised Code of Washington
SEPA	State Environmental Policy Act
SWMM	Stormwater Management Manual
SWPPP	Stormwater Pollution Prevention Plan
TMDL	Total Maximum Daily Load
UIC	Underground Injection Control
USC	United States Code
USEPA	United States Environmental Protection Agency
WAC	Washington Administrative Code
WQ	Water Quality
WWHM	Western Washington Hydrology Model

Appendix K

Construction Stormwater General Permit

Stormwater Pollution Prevention Plan (SWPPP)

for

Parcel 015 Dredge Material Management Project

Prepared for:

The Washington State Department of Ecology

Southwest Region

Permittee / Owner	Developer	Operator / Contractor
Port of Tacoma	Port of Tacoma	TBD

3401 Taylor Way

Tacoma WA 98421

Certified Erosion and Sediment Control Lead (CESCL)

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SWPPP Prepared By

Name	Organization	Contact Phone Number
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SWPPP Preparation Date

12/16/24

Project Construction Dates

Activity / Phase	Start Date	End Date
Dredge Material Management	2/1/2025	2/28/2025

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List of Acronyms and Abbreviations

Acronym / Abbreviation	Explanation
303(d)	Section of the Clean Water Act pertaining to Impaired Waterbodies
BFO	Bellingham Field Office of the Department of Ecology
BMP(s)	Best Management Practice(s)
CESCL	Certified Erosion and Sediment Control Lead
CO_2	Carbon Dioxide
CRO	Central Regional Office of the Department of Ecology
CSWGP	Construction Stormwater General Permit
CWA	Clean Water Act
DMR	Discharge Monitoring Report
DO	Dissolved Oxygen
Ecology	Washington State Department of Ecology
EPA	United States Environmental Protection Agency
ERO	Eastern Regional Office of the Department of Ecology
ERTS	Environmental Report Tracking System
ESC	Erosion and Sediment Control
GULD	General Use Level Designation
NPDES	National Pollutant Discharge Elimination System
NTU	Nephelometric Turbidity Units
NWRO	Northwest Regional Office of the Department of Ecology
pH	Power of Hydrogen
RCW	Revised Code of Washington
SPCC	Spill Prevention, Control, and Countermeasure
su	Standard Units
SWMMEW	Stormwater Management Manual for Eastern Washington
SWMMWW	Stormwater Management Manual for Western Washington
SWPPP	Stormwater Pollution Prevention Plan
TESC	Temporary Erosion and Sediment Control
SWRO	Southwest Regional Office of the Department of Ecology
TMDL	Total Maximum Daily Load
VFO	Vancouver Field Office of the Department of Ecology
WAC	Washington Administrative Code
WSDOT	Washington Department of Transportation
WWHM	Western Washington Hydrology Model

1 Project Information

Project/Site Name: Parcel 105 Dredge Material Management Project
Street/Location: 3401 Taylor Way
City: Tacoma State: WA Zip code: 98421
Subdivision:
Receiving waterbody: Hylebos Waterway

1.1 Existing Conditions

Total acreage (including support activities such as off-site equipment staging yards, material storage areas, borrow areas).

Total acreage:	5
Disturbed acreage:	0
Existing structures:	N/A
Landscape topography:	Flat
Drainage patterns:	Dewatering water will be collected, treated and discharged to surface water. Existing stormwater infrastructure will not be impacted.
Existing Vegetation:	None
Critical Areas (wetlands, streams, high erosion risk, steep or difficult to stabilize slopes):	N/A

List of known impairments for 303(d) listed or Total Maximum Daily Load (TMDL) for the receiving waterbody: N/A

Low levels of Dioxin has been reported in the dredge sediments. See attached Characterization Report for details.

1.2 Proposed Construction Activities

Description of site development (example: subdivision):
Site will be used to manage dredge sediments. A containment area will be constructed to isolate stockpiles from the paved surface and stormwater infrastructure will be segregated from the containment area. Dredge material will be offloaded onto the upland containment area and stockpiled for dewatering. Once the material is dry enough, it will be loaded into trucks for off site disposal. Dewatering water will be collected, treated, then discharged via an outfall on the north side of the site, discharging to Kaiser Ditch then the Hylebos Waterway.

Description of construction activities (example: site preparation, demolition, excavation):
Stockpiling 8000 cy of dredge sediments to dewater in order to transport to an off-site location.

Description of site drainage including flow from and onto adjacent properties. Stormwater will be segregated from dewatering water. Stormwater infrastructure in the containment area will be

plugged. Dewatering water will be collected via sump pumps, pumped into baker tanks and treated. Clean dewatering water will be discharge via gravity to an unused outfall located on the northeast end of Kaiser Ditch.

Description of final stabilization (example: extent of revegetation, paving, landscaping):
Site is fully paved. Stockpiles will be covered during and after dewatering. Material will be transported off site once dry enough for loading.

Contaminated Site Information:
The site is not contaminated. However, the dredge material has low levels of dioxin, below residential levels, and must be disposed of/reused in an upland location.

2 Construction Stormwater Best Management Practices (BMPs)

The SWPPP is a living document reflecting current conditions and changes throughout the life of the project. These changes may be informal (i.e., hand-written notes and deletions). Update the SWPPP when the CESCL has noted a deficiency in BMPs or deviation from original design.

2.1 The 13 Elements

2.1.1 Element 1: Preserve Vegetation / Mark Clearing Limits

No clearing or excavation of the site will occur. The site will be used to manage dredge sediments. The containment area will be well marked.

List and describe BMPs: Containment area consists of ecology block walls, divided into cells. The sump is designed to collect dewatering water from the dredge sediment.

Installation Schedules: Prior to transloading activities

Inspection and Maintenance plan: Weekly

Responsible Staff: Contractor and Port CESCL

2.1.2 Element 2: Establish Construction Access

Construction access for vehicles will be through the main gate, all surfaces are paved.

List and describe BMPs: C105 Stabilized Construction Entrance. Existing entrance is paved.

Installation Schedules: Existing

Inspection and Maintenance plan: Weekly

Responsible Staff: Contractor and Port CESCL

2.1.3 Element 3: Control Flow Rates

Dewatering water will be collected and pumped to baker tanks. Treatment occurs in the baker tanks, clean dewatering water discharges via gravity to an outfall.

See Element 10 Dewatering

Will you construct stormwater retention and/or detention facilities?
☒ Yes ☐ No

List and describe BMPs:

- C209 Outlet protection – gravity discharge to existing outfall
- C240 Sediment trap – Baker tanks

Installation Schedules: Containment and dewatering set up prior to barge operations.

Inspection and Maintenance plan: Daily

Responsible Staff: Contractor/Port CESCL

2.1.4 Element 4: Install Sediment Controls

All dredge material will be management within the containment area. All dewatering water is collected and pumped to baker tanks for settlement and treatment prior to discharge.

List and describe BMPs:

- C240 Sediment trap – containment area
- C251 Construction Stormwater Filtration

Installation Schedules: Prior to barge offloading activities

Inspection and Maintenance plan: Daily

Responsible Staff: Contractor and Port CESCL

2.1.5 Element 5: Stabilize Soils

All stockpile will be covered with plastic.

West of the Cascade Mountains Crest

Season	Dates	Number of Days Soils Can be Left Exposed
During the Dry Season	May 1 – September 30	7 days
During the Wet Season	October 1 – April 30	2 days

Soils must be stabilized at the end of the shift before a holiday or weekend if needed based on the weather forecast.

Anticipated project dates: Start date: 2/1/25 End date: 2/28/25

Will you construct during the wet season?
☒ Yes ☐ No

List and describe BMPs: C123 Plastic Covering

Installation Schedules: Prior to and during dewatering activities

Inspection and Maintenance plan: Daily

Responsible Staff: Contractor and Port CESCL

2.1.6 Element 6: Protect Slopes

Will steep slopes be present at the site during construction?
☐ Yes ☒ No

List and describe BMPs: N/A

2.1.7 Element 7: Protect Drain Inlets

All existing site stormwater infrastructure is segregated from dewatering activities via a containments area. All existing catch basins within the containment area will be plugged and used as a sump to pump dewatering water to baker tanks.

List and describe BMPs: C220 Inlet protection

Installation Schedules: Prior to transloading activities

Inspection and Maintenance plan: Daily

Responsible Staff: Contractor and Port CESCL

2.1.8 Element 8: Stabilize Channels and Outlets

Clean dewatering water is discharged via gravity to an existing outfall

List and describe BMPs: C209 Outlet protection – existing outfall with riprap protected bank.

Installation Schedules: Existing

Inspection and Maintenance plan: Weekly and during discharge events

Responsible Staff: Contractor and Port CESCL

2.1.9 Element 9: Control Pollutants

The following pollutants are anticipated to be present on-site:

Table 2 – Pollutants

Pollutant (List pollutants and source, if applicable)
Fuel for contractor machinery

List and describe BMPs:

- C150 Materials on Hand
- C153 Material Delivery, Storage and containment

Installation Schedules: As needed

Inspection and Maintenance plan: Weekly, Daily and during fueling activities

Responsible Staff: Contractor and Port CESCL

Will maintenance, fueling, and/or repair of heavy equipment and vehicles occur on-site?
☒ Yes ☐ No

Spill Prevention Plan is located in the contractor's laydown area. Materials on hand for spill response. Secondary containment required during refueling activities.

List and describe BMPs: C251 Construction stormwater filtration

Installation Schedules: As needed

Inspection and Maintenance plan: Weekly and daily during fueling activities

Responsible Staff: Contractor and Port CESCL

Will wheel wash or tire bath system BMPs be used during construction?
☐ Yes ☒ No

Will pH-modifying sources be present on-site?
☐ Yes ☒ No If yes, check the source(s).

2.1.10 Element 10: Control Dewatering

Containment area is clearly marked. Containment cells are lined. Existing catch basins within the containment areas have been plugged and will be used to pump dewatering water to baker tanks for settling and additional treatment. Clean dewatering water tested prior to discharge to an existing outfall via gravity from the treatment tanks.

List and describe BMPs: C251 Construction Stormwater Filtration

Installation Schedules: Prior to dewatering activities

Inspection and Maintenance plan: Weekly and during discharge events

Responsible Staff: Contractor and Port CESCL

2.1.11 Element 11: Maintain BMPs

This section is a list of permit requirements and does not have to be filled out.

All temporary and permanent Erosion and Sediment Control (ESC) BMPs shall be maintained and repaired as needed to ensure continued performance of their intended function.

Maintenance and repair shall be conducted in accordance with each particular BMP specification (see *Volume II of the SWMMWW or Chapter 7 of the SWMMEW*).

Visual monitoring of all BMPs installed at the site will be conducted at least once every calendar week and within 24 hours of any stormwater or non-stormwater discharge from the site. If the site becomes inactive and is temporarily stabilized, the inspection frequency may be reduced to once every calendar month.

All temporary ESC BMPs shall be removed within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed.

Trapped sediment shall be stabilized on-site or removed. Disturbed soil resulting from removal of either BMPs or vegetation shall be permanently stabilized.

Additionally, protection must be provided for all BMPs installed for the permanent control of stormwater from sediment and compaction. BMPs that are to remain in place following completion of construction shall be examined and restored to full operating condition. If sediment enters these BMPs during construction, the sediment shall be removed and the facility shall be returned to conditions specified in the construction documents.

2.1.12 Element 12: Manage the Project

The project will be managed based on the following principles:

- Projects will be phased to the maximum extent practicable and seasonal work limitations will be taken into account.
- Inspection and monitoring:
    - Inspection, maintenance and repair of all BMPs will occur as needed to ensure performance of their intended function.
    - Site inspections and monitoring will be conducted in accordance with Special Condition S4 of the CSWGP. Sampling locations are indicated on the Site Map. Sampling station(s) are located in accordance with applicable requirements of the CSWGP.
- Maintain an updated SWPPP.
    - The SWPPP will be updated, maintained, and implemented in accordance with Special Conditions S3, S4, and S9 of the CSWGP.

As site work progresses the SWPPP will be modified routinely to reflect changing site conditions. The SWPPP will be reviewed monthly to ensure the content is current.

Check all the management BMPs that apply at your site:

Table 5 – Management

☒	Design the project to fit the existing topography, soils, and drainage patterns
☒	Minimize the extent and duration of the area exposed
☒	Keep runoff velocities low
☒	Retain sediment on-site
☒	Thoroughly monitor site and maintain all ESC measures

2.1.13 Transit and Transloading Best Management Practices

BMPs related to barge transit:

- Barges transiting from dredge location to transload location shall contain ALL material, water or sediment, during transit. Dewatering is not allowed in transit.
- Dredged material should not be above the sidewalls at anytime during transit.

BMPs related to transloading:

The contractor will prepare a Transload Transport and Disposal (TTD) Contractors Work Plan for review and approval by the Agencies at least 30 days prior to dredging. Preferably they will be coordinating with us while developing the plans to avoid complications at the last minute. The TTD Work Plan will include (but not be limited to) the following BMPs (as applicable):

BMPs related to unloading of sediments from barges at the TTD facility

- There will be no dewatering from the barge at the transloading site.
- Wharf decking and all surfaces that can come in contact with dredged sediment and associated water must be made of solid (no slats) impermeable materials. Be prepared to block and pump wharf area during transloading if rainwater accumulates.
- Sheeting or some type of impermeable lining must be placed under the travel area of the bucket to capture any spills. Spills outside of the area covered by the sheet will be cleaned up immediately.
- Dockside sediment control (e.g., sweeper truck, shoveling, sweeping, wash down) shall occur as often as necessary to avoid the tracking of sediment by vehicles and personnel and generally maintain a clean site and shall include the dock, transload area and the haul routes.
- Excavator must be sealed for no leakage (e.g., environmental bucket)
- Have spotter present at all times to check that there is no leakage in bucket before transferring material from barge.
- Transfer of dredged material should occur in a fashion that minimizes splash and splatter of the material.

- The transloading crane must have a spill apron deployed between the barge and shore during off-loading operations to prevent the release of spilled material into the water.
    - The apron must be made of impermeable material and not have seams that would allow leakage into the water.
    - The apron will collect material dripped from the clamshell, including rainfall and route it back into the barge or into dock-side containment structure.
    - The spill apron must be wide enough that material will not fall off the sides and may include wing walls to increase the level of protection.
    - Material shall not be allowed to accumulate on the spill apron.
    - Containment measures (e.g., straw bales/wattles, filter fabric) should be used to capture water running down the apron.
    - The apron must be able to track up and down with the barge during tidal fluctuations in order to prevent separation of the apron from the barge.
- Before moving the crane/excavator, the spill apron and bucket must be decontaminated with a pressure washer and the water captured and contained. Wash water will not be left on the barge.
- If Solidification/Stabilization agents are being used to reduce the spreading of material through splash and dripping, indicate what stabilizer, mixing locations, etc.
- The facility must have the ability to keep the barge tied up close to dock during tidal fluctuations.

BMPS related to transport of off-loaded material

- Railcars or trucks will sealed or lined in such a way as to prevent spills and contain splashes.
- If liners will be installed in the truck/railcars, this will be done at a station that provides adequate access and fall protection. Each liner will be visually inspected, prior to loading the truck/rail car, to ensure liner integrity.
- Loading of the truck/railcars will take place within an exclusion zone, which will be established to contain any spilled material that may occur while loading. The exterior of the trucks and tires will be washed prior to leaving the loading area. All loads will be inspected to ensure no dredge materials are on the outside of the truck/rail car, and that the boxes are sealed and not leaking. Any spilled dredge material and water generated from cleaning the exterior of the trucks will be captured and either shipped offsite with transloaded material, or disposed of properly offsite as described in the SWPPP.
- Loading practices (e.g., partially loading to provide freeboard; loading near centerline of car) will be employed to maximize liner effectiveness and to prevent spillage.
- A wheel wash must be installed if sediment is getting on the deck (dock) where trucks or other vehicles are passing through.

- Wheel wash water cannot be allowed to enter surface waters or storm drains. Wheel wash wastewater must be collected and hauled off for proper disposal or routed to sanitary sewer with proper local sewer district approval.

BMPs related to stockpiling material on-site

Direct transfer to trucks or railcars is preferred, but if stockpiles must be used, then the following BMPS must be addressed:

- Stockpile area must be bermed and provide a covered area for dredged material.
- The stockpile area will be on an impervious surface.
- A system for treating and testing water from the stockpile must be in place that complies with 401 Water Quality Certification or its equivalent.
- Stockpile areas will be inspected daily and after high precipitation events.

Spill-related BMPs

- If spill occurs – dock, barge and crane should be photographed and then immediately cleaned and decontaminated.
- The Agencies should be notified of the incident immediately. A memo will be prepared and submitted to the Agencies describing the incident and providing specifics on the material released, possible causes and actions taken. The location and amount of any sediment that enters the waterway will be documented. If possible, the spilled material will be retrieved from the waterway in the most expeditious manner possible

Worker Safety BMPs

- Site Specific Health and Safety Plan will be submitted to Agencies for review and approval.
- General site workers (such as equipment operators, spotters, general laborers and supervisory personnel) engaged in hazardous substance removal or other activities which expose or potentially expose workers to hazardous substances and health hazards shall receive a minimum of 40 hours of instruction off the site (e.g., HAZWOPER training), and a minimum of three days actual field experience under the direct supervision of a trained experienced supervisor
- Exclusion, contamination reduction, and support work zones will be established and all personnel participating in transloading will wear appropriate personal protective equipment (PPE) while unloading barges, loading containers, handling loaded containers and cleaning the work area.

3 Pollution Prevention Team

Table 7 – Team Information

Title	Name(s)	Phone Number
Certified Erosion and Sediment Control Lead (CESCL)	Ben Nield	253.888.4736
Resident Engineer	Kyle Smith	253.383.9406
Emergency Ecology Contact	Environmental Reporting System	360.407.6300
Emergency Permittee/ Owner Contact	Port of Tacoma Security	253.383.9472
Non-Emergency Owner Contact	Kyle Smith	253.383.9406
Monitoring Personnel	Ben Nield	253.888.4736
Ecology Regional Office	Southwest Region	360.870.8290

4 Monitoring and Sampling Requirements

Monitoring includes visual inspection, sampling for water quality parameters of concern, and documentation of the inspection and sampling findings in a site log book. A site log book will be maintained for all on-site construction activities and will include:

- A record of the implementation of the SWPPP and other permit requirements
- Site inspections
- Stormwater sampling data

The site log book must be maintained on-site within reasonable access to the site and be made available upon request to Ecology or the local jurisdiction.

Numeric effluent limits may be required for certain discharges to 303(d) listed waterbodies. See CSWGP Special Condition S8 and Section 5 of this template.

4.1 Site Inspection

Site inspections will be conducted at least once every calendar week and within 24 hours following any discharge from the site. For sites that are temporarily stabilized and inactive, the required frequency is reduced to once per calendar month.

The discharge point(s) are indicated on the Site Map (see Appendix A) and in accordance with the applicable requirements of the CSWGP.

4.2 Stormwater Quality Sampling

4.2.1 Turbidity Sampling

Requirements include calibrated turbidity meter or transparency tube to sample site discharges for compliance with the CSWGP. Sampling will be conducted at all discharge points at least once per calendar week.

Method for sampling turbidity:

Table 8 – Turbidity Sampling Method

☒	Turbidity Meter/Turbidimeter (required for disturbances 5 acres or greater in size)
☐	Transparency Tube (option for disturbances less than 1 acre and up to 5 acres in size)

The benchmark for turbidity value is 25 nephelometric turbidity units (NTU) and a transparency less than 33 centimeters.

If the discharge's turbidity is 26 to 249 NTU **or** the transparency is less than 33 cm but equal to or greater than 6 cm, the following steps will be conducted:

1. Review the SWPPP for compliance with Special Condition S9. Make appropriate revisions within 7 days of the date the discharge exceeded the benchmark.
2. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible. Address the problems within 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period.
3. Document BMP implementation and maintenance in the site log book.

If the turbidity exceeds 250 NTU **or** the transparency is 6 cm or less at any time, the following steps will be conducted:

1. Telephone or submit an electronic report to the applicable Ecology Region's Environmental Report Tracking System (ERTS) within 24 hours.
    - **Southwest Region** (Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Lewis, Mason, Pacific, Pierce, Skamania, Thurston, Wahkiakum,): (360) 407-6300 or http://www.ecy.wa.gov/programs/spills/forms/nerts_online/SWRO_nerts_online.html
2. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible. Address the problems within 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period
3. Document BMP implementation and maintenance in the site log book.
4. Continue to sample discharges daily until one of the following is true:
    - Turbidity is 25 NTU (or lower).
    - Transparency is 33 cm (or greater).
    - Compliance with the water quality limit for turbidity is achieved.
        - 1 - 5 NTU over background turbidity, if background is less than 50 NTU
        - 1% - 10% over background turbidity, if background is 50 NTU or greater
    - The discharge stops or is eliminated.

4.2.2 pH Sampling

N/A

4.2.3 Additional sampling. Ecology may require additional sampling for specifically for this operation. This section will be updated upon receipt of the permit.

5 Discharges to 303(d) or Total Maximum Daily Load (TMDL) Waterbodies

N/A

6 Reporting and Record Keeping

6.1 Record Keeping

6.1.1 Site Log Book

A site log book will be maintained for all on-site construction activities and will include:

- A record of the implementation of the SWPPP and other permit requirements
- Site inspections
- Sample logs

6.1.2 Records Retention

Records will be retained during the life of the project and for a minimum of three (3) years following the termination of permit coverage in accordance with Special Condition S5.C of the CSWGP.

Permit documentation to be retained on-site:

- CSWGP
- Permit Coverage Letter
- SWPPP
- Site Log Book

Permit documentation will be provided within 14 days of receipt of a written request from Ecology. A copy of the SWPPP or access to the SWPPP will be provided to the public when requested in writing in accordance with Special Condition S5.G.2.b of the CSWGP.

6.1.3 Updating the SWPPP

The SWPPP will be modified if:

- Found ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site.

- There is a change in design, construction, operation, or maintenance at the construction site that has, or could have, a significant effect on the discharge of pollutants to waters of the State.

The SWPPP will be modified within seven (7) days if inspection(s) or investigation(s) determine additional or modified BMPs are necessary for compliance. An updated timeline for BMP implementation will be prepared.

6.2 Reporting

6.2.1 Discharge Monitoring Reports

Cumulative soil disturbance is one (1) acre or larger; therefore, Discharge Monitoring Reports (DMRs) will be submitted to Ecology monthly. If there was no discharge during a given monitoring period the DMR will be submitted as required, reporting "No Discharge". The DMR due date is fifteen (15) days following the end of each calendar month.

DMRs will be reported online through Ecology's WQWebDMR System.

6.2.2 Notification of Noncompliance

If any of the terms and conditions of the permit is not met, and the resulting noncompliance may cause a threat to human health or the environment, the following actions will be taken:

1. Ecology will be notified within 24-hours of the failure to comply by calling the applicable Regional office ERTS phone number (Regional office numbers listed below).
2. Immediate action will be taken to prevent the discharge/pollution or otherwise stop or correct the noncompliance. If applicable, sampling and analysis of any noncompliance will be repeated immediately and the results submitted to Ecology within five (5) days of becoming aware of the violation.
3. A detailed written report describing the noncompliance will be submitted to Ecology within five (5) days, unless requested earlier by Ecology.

Specific information to be included in the noncompliance report is found in Special Condition S5.F.3 of the CSWGP.

Anytime turbidity sampling indicates turbidity is 250 NTUs or greater, or water transparency is 6 cm or less, the Ecology Regional office will be notified by phone within 24 hours of analysis as required by Special Condition S5.A of the CSWGP.

- **Southwest Region** at (360) 407-6300 for Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Lewis, Mason, Pacific, Pierce, Skamania, Thurston, or Wahkiakum

Include the following information:

1. Your name and / Phone number
2. Permit number

3. City / County of project
4. Sample results
5. Date / Time of call
6. Date / Time of sample
7. Project name

In accordance with Special Condition S4.D.5.b of the CSWGP, the Ecology Regional office will be notified if chemical treatment other than CO_2 sparging is planned for adjustment of high pH water.

A. Site Map

B. BMP Detail

Insert BMPs specification sheets here.
Download BMPs from the Ecology Construction Stormwater website at:
http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html
Select Resources and Guidance to find the links to the Stormwater Manuals.

C. Correspondence

Ecology
EPA
Local Government

D. Site Inspection Form

Create your own or download Ecology's template:
http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html
Select Permit, Forms and Application to find the link to the Construction Stormwater Site Inspection Form.

E. Construction Stormwater General Permit (CSWGP)

Download the CSWGP:
http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html

F. 303(d) List Waterbodies / TMDL Waterbodies Information

G. Contaminated Site Information

Administrative Order
Sanitary Discharge Permit
Soil Management Plan
Soil and Groundwater Reports
Maps and Figures Depicting Contamination

Appendix L

Table 1
Monitoring Framework Matrix for the Interim Action

Monitoring Type (Plan)	Monitoring Activity	Responsible Entity	Objectives and Decision Points	Sampling Locations	Timing and Frequency	Monitoring Parameters	Analytical Parameters	Performance Criteria	Reporting
Protection Monitoring (WQMPP)	Water Quality Monitoring	Contractor	- Protect water quality during construction - Determine when to apply additional BMPs or terminate work	Monitoring locations illustrated in Appendix A of WQMPP - Warning Point: 75 Feet - Point of Compliance: 150 Feet - Background: 300 Feet	Monitoring is to be conducted twice daily for the first 5 days and then after a triggering event (per WQMPP) occurs during dredging and material placement activities. Visual monitoring will take place after 5 days until the end of work, with the exception of a triggering event.	Turbidity (to be monitored at 2 elevations: 2-3 feet below water surface and 2-3 feet above substrate surface of the water column) Visual Monitoring: fish, oil, and sheen	Turbidity	- Turbidity shall remain 1) below 10 NTU over background when background is 50 NTU, or 2) 20% increase over background if background is more than 50 NTU. - In the event of an exceedance, additional BMPs shall be employed (including potential work stoppage) as necessary to restore compliance.	Summary of monitoring to be included in the WQMR
Performance Monitoring (CMCRP)	Post-Dredge Bathymetric Surveys	Contractor	- Document removal of contaminated sediments and compliance with project plans - Trigger redredging where needed to meet planned dredge elevations	Multi-beam bathymetric survey to be conducted throughout dredging footprint	- Following completion of dredging and prior to placement of RMC and slope backfill - Monitoring may be conducted in phases (i.e., as each portion of the dredge prism is completed)	Mud-line bathymetry	--	Mud-line elevations at the base of the dredging prisms shall comply with (be equal to or deeper than) planned neat-line dredge elevations.	Summary of monitoring to be included in the Interim Action Completion Report
	Post-Dredge Sediment Testing	Consultant	- Verify the lack of 1) excessive dredging residuals or 2) missed inventory - Trigger re-dredging where necessary and practicable[1] to 1) remove excessive dredging residuals, or 2) remove areas of missed inventory	- Stratified grab samples (20–30 cm collection depth) to be collected at 20 locations - Thickness of dredging residuals layer to be measured (+/- 1 cm) - Samples of the 10-20 cm of undisturbed sediment beneath the residuals layer to be collected for chemical analysis	- Following completion of dredging (as verified by bathymetric surveys) and prior to placement of RMC and slope backfill - Monitoring may be conducted in phases (i.e., as each portion of the dredge prism is completed)	1) Thickness of dredging residuals layer 2) Chemical concentrations within the undisturbed sediment beneath the residuals layer	Metals, TBT, SVOCs, PAHs, PCBs, D/F, TS, TVS, TOC, ammonia, and sulfide	- Dredging residuals layer should not exceed 10 cm.[2] - Chemical concentrations in undisturbed sediments should not exceed the Interim Action Performance Standards[3, 4] on the dredge prism bottom, south, east and west sides (not applicable to the north side-slope, which is expected to retain contaminated sediments).	
Confirmation Monitoring (CMCRP)	Post-Placement Bathymetric Surveys	Contractor	- Document placement of RMC and slope backfill in compliance with project plans - Trigger additional material placement where needed to comply with project plans	Multi-beam bathymetric survey to be conducted throughout material placement footprint	- Following placement of RMC and slope backfill - Monitoring may be conducted in phases (i.e., as each portion of the backfill is completed)	Mud-line bathymetry	--	Placement areas and thicknesses shall meet or exceed those in the project plans.	
	Post-Placement Sediment Testing	Consultant	- Verify compliance of the final sediment surface with the interim action performance standards[3, 4] - Trigger follow-up evaluations[5] if performance standards not met	Surface grab samples (0–10 cm collection depth) to be collected at the 20 locations	- Following completion of RMC and slope backfill placement (as verified by bathymetric surveys) - Monitoring may be conducted in phases (i.e., as each portion of material placement is completed)	Chemical concentrations within the final surface sediments layer after completion of material placement	Metals, TBT, SVOCs, PAHs, PCBs, D/F, TS, TVS, TOC, ammonia, sulfide, and bioassay[5]	Concentrations of Site-associated hazardous substances in the 20 surface sediment samples shall not exceed the Interim Action Performance Standards[3, 4]	

Table 1
Monitoring Framework Matrix for the Interim Action

Monitoring Type (Plan)	Monitoring Activity	Responsible Entity	Objectives and Decision Points	Sampling Locations	Timing and Frequency	Monitoring Parameters	Analytical Parameters	Performance Criteria	Reporting
Long-Term Monitoring (CMCRP)	Annual Bathymetric Surveys	Port	- Document the stability of the slope backfill materials - Trigger contingent surface sediment testing if slumping or instability are observed	Multi-beam bathymetric survey to be conducted throughout material placement footprint	Annually in years 1, 2, and 3 following completion of construction	Mud-line bathymetry	--	Sediment sloughing or instability will be identified as areas of slumping or settlement greater than 1 foot in slope backfill area (as identified by isopach analysis in comparison to post-placement survey) after accounting for sediment consolidation.	Summary of monitoring to be included in the Year-3 Monitoring Report
	Conditional Surface Sediment Testing	Consultant	- Verify compliance of the final sediment surface with the interim action performance standards[3, 4] - Trigger follow-up evaluations[5] if performance standards are not met	Surface grab samples (0–10 cm collection depth) to be collected at the 12 locations	- Following completion of 3-year bathymetric survey evaluations in the event that slumping or instability are observed in bathymetric surveys	Chemical concentrations within the final surface sediments layer after completion of material placement and 3 years of bathymetric survey evaluations	Metals, TBT, SVOCs, PAHs, PCBs, D/F, TS, TVS, TOC, ammonia, sulfide, and bioassay[5]	Concentrations of Site-related contaminants in surface sediments shall not exceed the Interim Action Performance Standards.[3, 4]	

Notes:
1. The ability to implement re-dredging is limited in the slope areas near the former Powers Dock due to geotechnical considerations.
2. If dredging residuals exceed 10 cm, re-dredging shall be conducted unless follow-up chemical testing of the residuals layer confirms that the planned RMC placement thickness will be effective at meeting the Interim Action Performance Standards in Table 2-1.
3. Contaminant concentrations to be compared to Table 2-1 Interim Action Performance Standards for benthic protection on a point-by-point basis include the following: antimony, arsenic, cadmium, chromium, copper, lead, mercury, zinc, TBT, 1,2-dichlorobenzene, 1,4-dichlorobenzene, individual PAH compounds, Total HPAH, Total LPAH, and
4. Contaminant concentrations to be compared to Table 2-1 Interim Action Performance Standards for human health protection on an area-wide basis (as the average of the 20 monitoring locations) include the following: arsenic, cadmium, lead, mercury, TBT, Total cPAH TEQ, and Total PCB Aroclors. Total D/F TEQ concentrations will be compared to the respective 10 ng/kg performance standard on a point-by-point basis to limit potential interference of residual contaminant concentrations on future dredging within the federal navigation channel.
5. The performance standards for benthic protection also incorporate use of confirmational bioassay testing consistent with the SMS and established Washington State Department of Ecology guidance (i.e., passing bioassays can be used to demonstrate compliance with the benthic protection performance standards).

BMP: best management practice
cm: centimeter
CMCRP: Compliance Monitoring and Contingency Response Plan
cPAH: carcinogenic polycyclic aromatic hydrocarbon
D/F: dioxin/furans
HPAH: high-molecular-weight polycyclic aromatic hydrocarbon
LPAH: low-molecular-weight polycyclic aromatic hydrocarbon
ng/kg: nanogram per kilogram
NTU: nephelometric turbidity unit
PAH: polycyclic aromatic hydrocarbon
PCB: polychlorinated biphenyl
RMC: residuals management cover
SMS: sediment management standards
SVOC: semivolatile organic compound
TBT: tributyltin
TEQ: toxic equivalent quotient
TOC: total organic carbon
TS: total solids
TVS: total volatile solids
WQMPP: Water Quality Monitoring and Protection Plan (Confluence 2026)
WQMR: Water Quality Monitoring Report
--: not applicable

Appendix M

CONFLUENCE
ENVIRONMENTAL COMPANY

Tru-Grit Sediment Remediation

WATER QUALITY MONITORING AND PROTECTION PLAN

Prepared for:

Port of Tacoma

April 2026

146 N Canal Street, Suite 111 • Seattle, WA 98103 • www.confenv.com

Tru-Grit Sediment Remediation
WATER QUALITY MONITORING AND PROTECTION PLAN

Prepared for:

Port of Tacoma
One Sitcum Plaza
Tacoma, WA 98401

Prepared by:

Confluence Environmental Company

April 2026

This report should be cited as:

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Appendix A – Example Sampling Map

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Appendix F – Daily Safety Briefing (from original WQMPP)

ACRONYMS AND ABBREVIATIONS

Acronym/Abbreviation	Definition
BMPs	best management practices
Corps	U.S. Army Corps of Engineers
CWA	Clean Water Act
cy	cubic yard
CZMP	Washington State Coastal Zone Management Program
DMMU	dredged material management unit
Ecology	Washington State Department of Ecology
ESC	erosion and spill control
FNC	federal navigation channel
GPS	global positioning system
H:V	horizontal to vertical ratio
MHHW	mean higher high water
MTCA	Model Toxics Control Act
NTU	nephelometric turbidity units
PAHs	polycyclic aromatic hydrocarbons
POC	point of compliance
Port	Port of Tacoma
the project	Tru-Grit Sediment Remediation Project
RMC	residuals management cover
SMS	Sediment Management Standards
SPCC	spill prevention, control, and countermeasure
WAC	Washington Administrative Code
WDFW	Washington Department of Fish and Wildlife
WDNR	Washington State Department of Natural Resources
WQC	Water Quality Certification
WQMP	Water Quality Monitoring Plan
WQMR	Water Quality Monitoring Report

1.0 INTRODUCTION

The Port of Tacoma (Port) requests Washington State Department of Ecology's (Ecology) pre-construction approval in order to perform a beneficial dredging activity under the Comprehensive Mitigated Repair and Maintenance Programmatic (U.S. Army Corps of Engineers [Corps] Reference NWS-2024-446). This Water Quality Monitoring and Protection Plan (WQMPP) has been revised to specifically address monitoring during the Tru-Grit Sediment Remediation Project (the project), and to be consistent with Water Quality Certification (WQC; Section 401 of the Clean Water Act [CWA]) Order No. 23740, the associated certificate of consistency with the Washington State Coastal Zone Management Program (CZMP), and other permit conditions.

The Port proposes to remove contaminated sediments present in the lower slope of the Tru-Grit site in the northeastern side of the Blair Waterway in Tacoma, Washington (Figure 1). Contaminated sediments must be removed before the Corps can deepen the federal navigation channel (FNC) under the Tacoma Harbor Deepening in order to prevent contaminants from sloughing into the FNC. Cleaning up contaminated sediments will enhance aquatic habitat and lower the possibility of contaminant-related health risks for marine life, including Endangered Species Act (ESA)-listed aquatic species present in Commencement Bay and the Blair Waterway, as described in the Project Benefits to ESA-Listed Species Memorandum (see application package). The Port proposes to perform this independent cleanup action as a beneficial activity under the CMMP in accordance with the CMMP requirements for dredge projects.

Under Section 401 of the CWA, state jurisdictions are given the responsibility to enforce water quality standards for projects requiring federal permits. In the State of Washington, Ecology is the agency tasked with permitting actions and ensuring that the established water quality standards are upheld. The Port has a WQC (Order No. 23740) for programmatic maintenance, repair, and scientific sampling in Commencement Bay. The project is covered under this WQC but according to Condition D.6, "The Project Proponent shall revise the Water Quality Monitoring and Protection Plan (WQMPP), identified in Table 1, to be consistent with the conditions of this WQC Order, as described in the WQMPP. The revised WQMPP shall be submitted to Ecology's Federal Permit Manager (per Condition A.2 of this Order) for review at least 90 days prior to beginning any work covered by this WQC Order. The WQMPP may be included in the Port's Project Information Form (identified in Table 1)."

This document provides a revision specific to the project in the Blair Waterway.

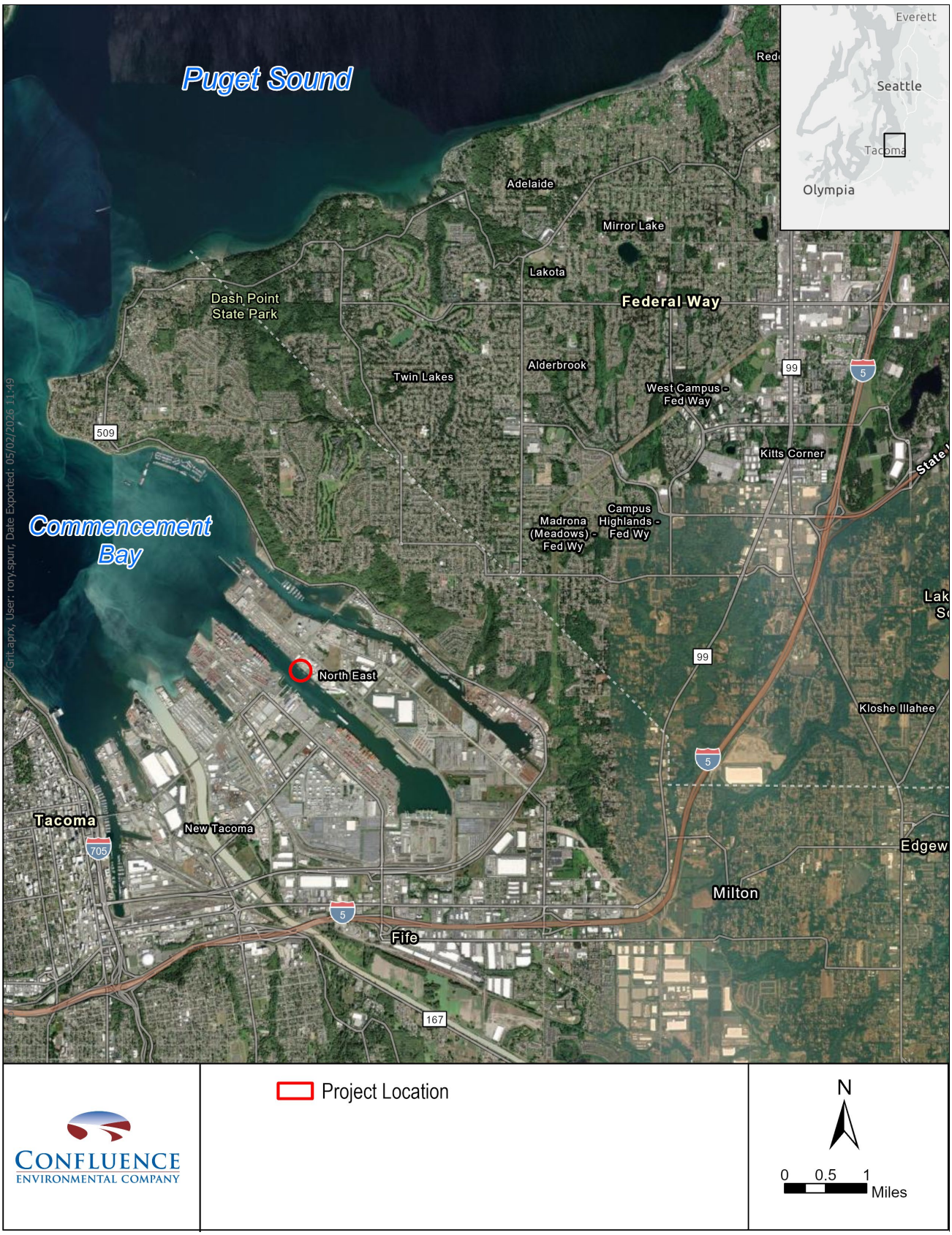


Figure 1. Vicinity Map

1.1 Objectives

This WQMPP will:

- Ensure that water quality conditions are within the prescribed limits required by Ecology's 401 WQC, WAC 173-201A, and described in this plan while conducting in-water activities that temporarily disturb the sediment.
- Allow for appropriate adjustment of construction activities in a manner that ensures protection of the natural environment during construction.
- Document the performance criteria of best management practices (BMPs) and procedures used within waters of Commencement Bay and the Blair Waterway in which the project is working.

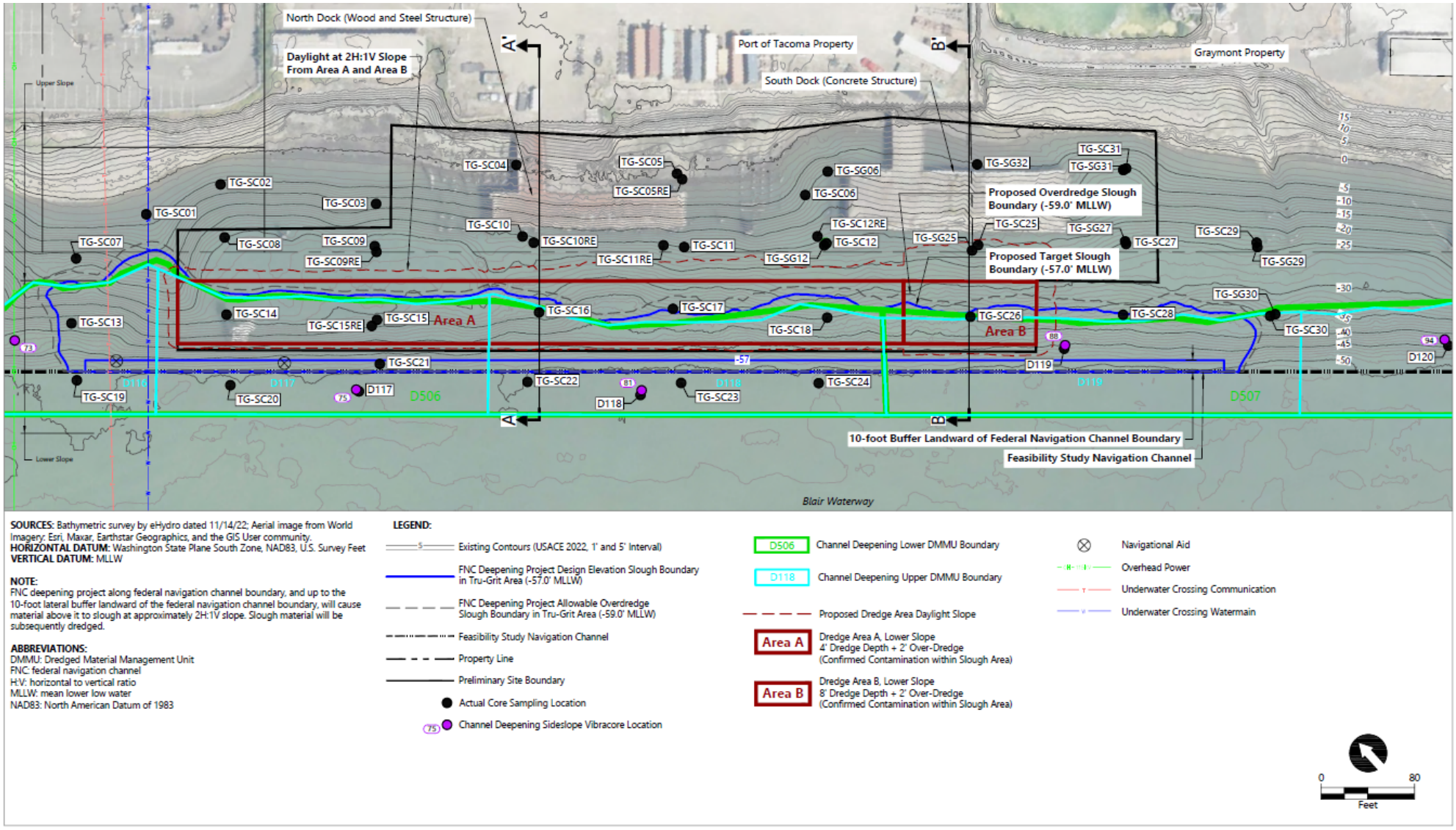
The WQMPP includes identification of the appropriate parameters to be monitored, locations, sampling procedures, and frequency. It also contains the BMPs and construction procedures that will be used to reduce impacts to waters of the state.

2.0 PROJECT SUMMARY

Contaminated sediments will be removed by mechanical dredging and will be disposed of at a permitted upland Subtitle D landfill site. Following confirmation of contaminated sediment removal, residuals management cover (RMC) will be placed throughout the dredged area.

The project work area includes two sediment removal areas (Figure 2):

- Area A is located offshore of the Tru-Grit dock and overlaps with portions of the Corps FNC Tacoma Harbor Deepening dredged material management units (DMMUs) D117 and D118 (also subsurface DMMUs D506 and D507). The depth of sediments currently exceeding the performance standards is 4 feet below mudline. Preliminary estimates of removal volumes are summarized in Table 1 and include a conservative 2-foot overdredge allowance and estimated side slope volumes calculated using a 2H:1V (horizontal to vertical ratio) side slope assumption. The estimated removal volumes for Area A are between 5,767 cubic yards (cy; no overdredge allowance) and 9,062 cy (full 2-foot overdredge allowance). These volumes do not include contingency re-dredging.
- Area B is located offshore of the Powers dock and overlaps with portions of the Corps FNC Tacoma Harbor Deepening DMMU D119 (also subsurface DMMU D507). The depth of sediments exceeding the Table 3-1 performance standards is 8 feet below mudline. Preliminary estimates of removal volumes are summarized in Table 1 and range between 2,723 cy (no overdredge allowance) and 3,637 cy (full 2-foot overdredge allowance). These volumes do not include contingency re-dredging.



SOURCES: Bathymetric survey by eHydro dated 11/14/22; Aerial image from World Imagery: Esri, Maxar, Earthstar Geographics, and the GIS User community.
HORIZONTAL DATUM: Washington State Plane South Zone, NAD83, U.S. Survey Feet
VERTICAL DATUM: MLLW

NOTE:
FNC deepening project along federal navigation channel boundary, and up to the 10-foot lateral buffer landward of the federal navigation channel boundary, will cause material above it to slough at approximately 2H:1V slope. Slough material will be subsequently dredged.

ABBREVIATIONS:
DMMU: Dredged Material Management Unit
FNC: federal navigation channel
H:V: horizontal to vertical ratio
MLLW: mean lower low water
NAD83: North American Datum of 1983

LEGEND:
- Existing Contours (USACE 2022, 1' and 5' Interval)
- FNC Deepening Project Design Elevation Slough Boundary in Tru-Grit Area (-57.0' MLLW)
- FNC Deepening Project Allowable Overdredge Slough Boundary in Tru-Grit Area (-59.0' MLLW)
- Feasibility Study Navigation Channel
- Property Line
- Preliminary Site Boundary
- Actual Core Sampling Location
- Channel Deepening Sideslope Vibracore Location
- D506 — Channel Deepening Lower DMMU Boundary
- D118 — Channel Deepening Upper DMMU Boundary
- Proposed Dredge Area Daylight Slope
- Area A — Dredge Area A, Lower Slope 4' Dredge Depth + 2' Over-Dredge (Confirmed Contamination within Slough Area)
- Area B — Dredge Area B, Lower Slope 8' Dredge Depth + 2' Over-Dredge (Confirmed Contamination within Slough Area)
- Navigational Aid
- Overhead Power
- Underwater Crossing Communication
- Underwater Crossing Watermain

0 80 Feet

Publish Date: 2026/01/13 11:47 AM | User: dholmer
Filepath: K:\Projects\0092-Port of Tacoma\Dredged Material Characterization for Tru-Grit Sediment Investigation\0092-RP-002 (Interim Action Plan).dwg Figure 3-1

Figure 2. Proposed Sediment Removal Area
Source: Anchor QEA (2026b)

Table 1. Estimated sediment removal quantities

Dredge Area Name	Design Depth (ft below mudline)	Total Volume (cy)	Maximum Allowable Over Dredge Depth (ft below mudline)	Total Volume with Maximum Allowable Over Dredge (cy)
Area A	4	5,767	6	9,062
Area B	8	2,723	10	3,637
Total	**-**	**8,490**	**-**	**12,699**

cy = cubic yard; ft = foot

Performance monitoring will be performed within the dredge areas to confirm that performance standards have been met. Details on performance standards can be found in Table 3-1 of Anchor QEA (2026). If missed inventory is identified in that monitoring, then contingency re-dredging may be required of affected areas.

After performance testing and any associated contingency re-dredging, a 6-inch minimum layer of RMC material will be placed over the entire dredged area (both Areas A and B). To stay in place, RMC material requires a maximum slope grade of approximately 3H:1V. Therefore, in areas where the post-dredge slope grade is steeper than 3H:1V, the RMC material thickness will need to be increased to reduce the final slope grade to 3H:1V or shallower. Table 2 includes a preliminary minimum volume estimate of 1,052 cy for the RMC placement based on a 6-inch minimum lift. Actual RMC material placement volumes will be higher than those values due to over-placement allowance and the need to provide additional material to stabilize the RMC material on the upper side slopes. The final RMC material placement volumes will be determined during remedial design.

Table 2. Estimated RMC Placement Quantities

Dredge Area Name	Surface Area (sf)	Minimum Estimated RMC Volume (cy)
Area A	44,483	824
Area B	12,347	229
Total	**56,830**	**1,052**

cy = cubic yard; sf = square feet; RMC = residuals management cover

Compliance monitoring will be performed after RMC material placement to confirm that all performance standards have been met.

2.1 Best Management Practices

BMPs will be employed during dredging to minimize and avoid temporary effects to water quality and the aquatic environment. The contractor will be responsible for selecting and

implementing BMPs to comply with the 401 WQC and State water quality criteria at the designated compliance boundary.

2.1.1 Dredging BMPs

- BMPs to minimize sediment loss and turbidity generation during dredging:
  - Removing large debris where practicable prior to dredging in known debris areas
  - Avoiding overfilling of dredge bucket
  - Eliminating multiple bites while the bucket is on the seafloor
  - No stockpiling of dredged material below mean higher high water (MHHW)
  - No seafloor leveling
- If water quality monitoring is showing the above BMPs to be ineffective, enhanced BMPs below may be implemented:
  - Slowing the velocity of the ascending loaded clamshell bucket through the water column
  - Pausing the dredge bucket near the bottom while descending and near the water line will ascending
  - Placing filter material over the barge scuppers to clear water return
  - A floating silt curtain may be placed around the in-water dredge area to minimize the dispersion of suspended sediment during completion of dredging activities
- Mechanical dredging equipment will be used for dredging and sediment handling activities. Use of any other type of dredging techniques requires preapproval from the Corps, Ecology, and Washington Department of Fish and Wildlife (WDFW).
- Slope dredging will be initiated at the top of the slope and then proceed in the down-slope direction.
- In-water activities will be limited to periods determined appropriate by participating state and federal agencies to avoid potential adverse effects on migratory fish.
- All equipment shall be inspected daily to ensure that it is in proper working condition.
- The contractor shall utilize real-time positioning control when implementing dredging

- The contractor shall develop a Construction Workplan that will be submitted to the Corps and Ecology.

2.1.2 BMPs for Barge Use and Operation

- Barges will be restricted to tide elevations adequate to prevent grounding of the barge.
- Barge anchors will not be placed in contaminated sediments unless specified by Ecology.
- Whenever feasible, the barge location will be fixed through the use of methods that do not disturb sediments (e.g., mooring dolphins, docks, piers, and upland structures).
- Motorized vessel operation will be restricted to tidal elevations adequate to prevent prop scour disturbance to the sediments.
- Minimal propulsion power will be used when maneuvering barges or other vessels to prevent prop scour disturbance to the sediments.
- Barges will be managed such that the dredged sediment load does not exceed the capacity of the barge. The load will be placed in the barge to maintain an even keel and avoid listing. All barges handling dredged materials within the site will have hay bales and/or filter fabric placed over the barge scuppers to help filter suspended sediment from the barge effluent. The contractor will not allow effluent to overflow or bypass these turbidity controls. If sealed barges are used within the site (rather than using the treatment BMPs), no overflow of untreated water or suspended sediment from the sealed barges shall be permitted within the site.
- Haul barges will be loaded evenly to maintain barge stability.
- Haul barges will be filled to less than 90% capacity to reduce the potential for spillage or overflow.
- Once the barge is loaded and stabilized, it will be inspected for sediment adhered to the outside of the barge that could fall off the barge during transport. Contractor personnel will conduct a visual inspection around the entire barge deck area to remove such sediment before moving the barge out of the site.
- No petroleum products or other deleterious materials will enter surface waters.

2.1.3 BMPs for Spill Prevention and Control

- Dredge vessel personnel will be trained in hazardous material handling and spill response and will be equipped with appropriate response tools, including adsorbent oil booms. If a spill occurs, spill cleanup and containment efforts will begin immediately and will take precedence over completion of normal work.

- The dredging contractor will be responsible for the preparation of a Spill Prevention, Control, and Countermeasure (SPCC) Plan to be used for the duration of the Project. The plan will be submitted to the project engineer as a pre-construction submittal prior to the commencement of any construction activities. A copy of the plan with any updates will be maintained at the work site by the contractor.

- The SPCC Plan will identify construction planning elements and recognize potential spill sources at the site. The SPCC Plan will outline responsive actions in the event of a spill or release and will describe notification and reporting procedures. The SPCC Plan will outline contractor management elements, such as personnel responsibilities, project site security, site inspections, and training.

- The SPCC Plan will outline the measures that will be taken by the contractor to prevent the release or spread of hazardous materials, either found on site and encountered during construction but not identified in contract documents or any hazardous materials that the contractor stores, uses, or generates on the construction site during construction activities. These items include, but are not limited to, gasoline, oils, and chemicals.

2.1.4 Additional Conservation Measures

- Spills, sheens, and/or conditions resulting in distressed or dying fish shall be reported immediately to Ecology's Northwest Regional Spill Response Office at (425) 649-7000 (a 24-hour phone number), the Washington Emergency Management Division at (800-258-5990),and the National Response Center at 1-800-424-8802.

- If fish are observed in distress or a fish kill occurs, work will stop immediately. WDFW, Ecology and other necessary agencies will be contacted, and work will not resume until further approval is given.

- Stormwater management will adhere to the requirements set forth in the Phase 1 Municipal Separate Storm Sewer System (MS4) permit administered by Ecology and the Port's internal Maritime Stormwater Management Program.

3.0 WATER QUALITY STANDARDS FOR SURFACE WATERS

Ecology establishes surface water quality standards (Chapter 173-201A WAC) as required by the Environmental Protection Agency. All surface waters of the state have uses designated to them for protection under this chapter. These standards are intended to protect surface waters of the state for beneficial uses. These uses include public health, recreation, and the propagation and protection of fish, shellfish, and wildlife. Surface waters of the state include lakes, rivers, ponds, streams, inland waters, salt water, wetlands, and all other surface waters and water courses within the jurisdiction of the State of Washington.

The aquatic life use designated for marine waters of inner Commencement Bay is listed as "good" quality, per WAC 173-201A-612 (Table 3). The aquatic life use criteria for the good quality designation are detailed in WAC 173-201A-210(1).

Table 3. Aquatic Use Criteria by Waterbody

Waterbody	Parameters	Criteria
Good	Turbidity	Turbidity must not exceed: ▪ 10 NTU over background when the background is 50 NTU or less; or ▪ A 20% increase in turbidity when the background turbidity is more than 50 NTU.
	Fish	No visible sign of distress in the Project Area
	Oil and sheen	No visible sheen anywhere in the Project Area
NTU = nephelometric turbidity units		

According to WAC 173-201A-210(1)(e)(i), the turbidity criteria shall be modified to allow a temporary area of mixing during and immediately after necessary in-water construction activities that result in the disturbance of in-place sediments. The point of compliance (POC) for a temporary area of mixing is a radius of 150 feet from the activity causing the turbidity exceedance.

4.0 MONITORING PLAN

The monitoring plan is separated into the following sections: (1) frequency and schedule, (2) monitoring duration, (3) contingency monitoring/measures, (4) sampling personnel, (5) parameters and sampling equipment, and (6) sampling locations.

4.1 Frequency and Schedule

Water quality will be monitored at the start of dredging and will be reduced if no confirmed exceedances are measured. Intensive monitoring for the first 2 days will use a multi-parameter meter (see Section 4.5 *Parameters and Sampling Equipment*). If no confirmed exceedances are measured, water quality will be visually monitored. If visual monitoring indicates a potential exceedance in water quality standards, intensive monitoring will resume (0).

Table 4. Monitoring Schedule

Work Area	Work Activity	Monitoring Point Locations*	Frequency**	Parameter	Water Quality Standard
In-water (Blair Waterway)	Dredging	▪ Warning Point (75 feet) ▪ POC (150 feet) ▪ Background (300 feet)	Twice daily (first 2 days); and triggering event after	Turbidity	Intensive monitoring for 10 NTU over background when background is 50 NTU; or 20% increase over background when background is more than 50 NTU
				Fish	Sign of distress anywhere in the project area
				Oil Sheen	Visible oil sheen anywhere in the project area

NTU = nephelometric turbidity units; POC = point of compliance
* See Appendix A for example sampling locations.
** Reducing frequency after 2 days is dependent on monitoring results showing compliance with water quality standards and agreement from Ecology.

Intensive monitoring will occur twice daily for the first 2 days of work, with the first sample being taken about 15 minutes to 1 hour after dredging starts and the last sample being about 30 minutes after stop work. Intensive monitoring will be done from a separate boat and will be conducted at the start of work and each time a triggering event occurs. A triggering event is defined as any significant change in activity or condition. Examples include use of a new piece of construction equipment, a change in construction methods (i.e., adding a turbidity curtain), a storm event, or visible turbidity. Specific identification of triggering events will be the responsibility of the contractor-designated water quality monitoring lead (i.e., erosion and spill control [ESC] lead).

Intensive monitoring point locations will include the POC, background station(s), and a point halfway between the POC and work activity as an early warning (see Appendix A for an example). Coordinates during intensive monitoring will be collected for each sample point using a global positioning system (GPS) and recorded on a data form (see Appendix B for an example). If there is an exceedance, then it is also recommended that data is collected beyond the POC. Section 4.3 (*Contingency Monitoring/Measures*) provides additional information if an exceedance is identified at the POC.

Visual monitoring will be done either from the construction barge or a separate boat, depending on site conditions and safety. If there are visible signs of turbidity during dredging, then intensive monitoring will resume. Any signs of fish distress will be monitored, and any visible oil sheen will also be visually monitored. Visual monitoring will occur continuously for the entire duration of the activity. Basic information will be collected during visual monitoring (see Appendix C for an example).

The following steps outline the water quality monitoring process:

- Intensive Monitoring – Background stations:
  - Collect a sample before dredging activities begin; and
  - Collect samples at the top (2-3 feet below water surface) and bottom (2-3 feet above substrate surface) of the water column at the same frequency as other monitoring locations.
  - Data for each monitoring depth will be presented separately (i.e., not averaged).
- Intensive Monitoring – Monitoring locations:
  - Collect a sample at the POC at the same monitoring depths noted above; and
  - Collect a sample halfway between the work activity and the POC as an early warning for potential water quality exceedances. If turbidity is elevated at the early warning location, BMPs would be checked and adjusted, as necessary, to prevent an exceedance at the POC.
- Intensive Monitoring – Monitoring frequency:
  - Start sampling 15 minutes to 1 hour after work begins;
  - Collect a sample twice daily for first 2 days;
  - Collect a final sample about 30 minutes after activities end; and
  - Collect samples for 2 days after dredging activities begin unless there is a triggering event that will result in continuing intensive monitoring (e.g., visible turbidity).
- Visual Monitoring:
  - Relevant if no confirmed exceedances are measured after 2days of intensive monitoring.
  - Triggers intensive monitoring if there are visible signs of turbidity (e.g., turbidity plumes).
- Submit a Water Quality Monitoring Report (WQMR) to Ecology weekly throughout the extent of construction activity unless there is an exceedance (see Section 4.3 *Contingency Monitoring/Measures* for steps if there is an exceedance).

4.2 Monitoring Duration

Following approval of the WQMPP by Ecology, intensive monitoring will occur for the first 2 days of dredging activities. Visual monitoring will take place after 2 days until the end of work assuming that no exceedances are measured or visual exceedances are observed. The sampling duration may be extended if visual monitoring triggers intensive monitoring and the water quality measurements demonstrate additional data is necessary.

4.3 Contingency Monitoring/Measures

If water quality standards cannot be met, as specified in Table 4 above, contingency monitoring must be done and contingency measures should be considered.

4.3.1 Contingency Monitoring

If a water quality exceedance is documented at the POC, field personnel will stop work. The source of exceedance or impact will be identified and assessed, the extent of the plume will be evaluated, and corrective actions will be evaluated and implemented. The following contingency monitoring actions must be taken if there is a water quality exceedance:

- Verify the exceedance:
  - Sample at the POC to verify the exceedance;
  - Sample at background station(s) to verify that the exceedance is a result of the project activities; and
  - Sample beyond the POC (e.g., 500 feet) to understand the extent of the violation.
- If exceedance is a result of project activities:
  - Notify the contractor to stop work and field personnel will implement operations modifications and/or additional/different BMPs to bring water quality back into compliance with the criteria; and
  - Sample again at the POC and background station(s) to see if those changes addressed the problem.
- If exceedance persists:
  - Intensive sampling will occur on the hour to verify until it is confirmed water quality is back into compliance with the criteria;
  - Document the duration and extent of the violation; and
  - Monitoring will continue until compliance is met. Work would then restart with more stringent BMPs.
- Report to Ecology within 24 hours of this event happening and submit a WQMR within 5 days of the event.

4.3.2 Contingency Measures

The following measures can be considered to control water quality exceedances:

- Turbidity:
  - Slow work to reduce the generation of turbidity;
  - Check functionality of the BMPs (e.g., debris boom); and
  - Add additional BMPs (e.g., change from a debris boom to a turbidity curtain).

- Sheen:
  - Immediately inspect equipment and fuel storage areas;
  - Check functionality of the BMPs (e.g., containment is functioning appropriately); and
  - Deploy booms to contain any sheen and absorbent pads for removal of sheen.

4.4 Sampling Personnel

The contractor-designated water quality monitoring lead (i.e., ESC lead) will be performing or directing the sampling. The Port is the primary Section 401 point of contact and will oversee monitoring to ensure compliance with the WQC. Refer to Section 5.4 (*Contacts*).

4.5 Parameters and Sampling Equipment

Dredging has the potential to result in increases in turbidity (in NTU), which will be monitored during construction, per Table 4. Intensive samples will be collected and analyzed for the appropriate parameters following the equipment and sampling guidelines below. Fish and oil sheens will be monitored visually.

- **Turbidity:** A multi-parameter meter (e.g., YSI ProDSS or comparable water quality meter) will be used in the field. A representative sample should accurately reflect the true condition of the water source from which the sample was taken. The measurements will be averaged to determine the mean turbidity level. The mean turbidity level will be used to establish background values, the halfway monitoring point, and POC values. Minimum and maximum values will also be recorded to assist in understanding the variability in turbidity naturally and during in-water construction activities.

  Field monitoring equipment will be calibrated daily and allowed to equilibrate prior to use. Calibration information will be recorded on the Multimeter Calibration Worksheet (Appendix D). Monitoring equipment will be used according to the manufacturer's recommendations. Unusual or questionable readings will be noted and duplicate readings will be recorded.

- **Fish:** Signs of distress if there is an exceedance of turbidity water quality standards at the POC.

- **Oil and Grease:** Continuous visual for a visible sheen on the water's surface anywhere in the Project area.

4.6 Sample Locations

Sampling locations consist of temporary locations identified prior to construction activities. Appendix A provides examples of the sample locations. Data from these locations will be recorded on the attached monitoring forms (Appendix B, Appendix C), or similar type of form, for the duration of the activity that triggers the monitoring.

Sampling locations will be identified as needed, given unique names, and clearly marked on the plans. Data from these locations will be recorded on the monitoring form.

5.0 DOCUMENTATION AND REPORTING

The contractor-designated water quality monitoring lead (i.e., ESC lead) will be required to prepare weekly WQMRs of the monitoring results to be submitted to the Port and forwarded to Ecology. Weekly WQMRs can be as simple as submitting a daily WQMR bundled together.

5.1 Documents Required

Sampling maps showing named and/or numbered sampling locations are required. Appendix A provides an example of monitoring station(s), but a final map will be generated for the WQMR. All water quality monitoring will be recorded on monitoring forms (see Appendix B and Appendix C for examples). The monitoring form will include the date, time, weather, activity prompting monitoring, location of monitoring, waterbody, monitoring results, and room for comments. These records will be in a form that is accessible by interested individuals upon request, such as Ecology's Federal Project Coordinator.

5.2 Reporting

This section describes reporting protocol for water quality monitoring activities, including communication responsibilities in the event of a confirmed exceedance event and summary reporting.

5.2.1 Daily Reporting

At the end of each monitoring day, a brief summary of water quality monitoring activities, field data sheets, and results of the monitoring will be provided by the ESC lead to the Project Manager. A daily log form is provided in Appendix E for use in recording general activities and observations, and other relevant information such as start and end times, and locations. A daily safety briefing form is provided in Appendix F to be completed at the start of each workday. A detailed description of each water quality standard to be monitored is provided in Table 4 above.

In the event of a water quality criteria confirmed exceedance the Port will report to the Ecology representative listed in the WQC within 24 hours. If there is evidence of a significant oil sheen, the Port will immediately report to Ecology's Northwest Regional 24-hour Spill Response Office at (206) 594-0000.

5.2.2 Weekly Reporting

Weekly water quality monitoring data will be compiled into a summary table with a comparison to water quality compliance criteria. Weekly reports will be provided to Ecology. Weekly reports will summarize any confirmed exceedances, and corrective actions that were employed to achieve compliance with water quality criteria.

5.2.3 Water Quality Monitoring Completion Summary

After the project is completed, water quality monitoring data will be summarized in a WQMR to be submitted to the Ecology Federal Project Coordinator (Laura Inouye). The WQMR will include the following sections:

- Order number
- Applicant name
- Project name
- Project location
- Project contact and contact phone number
- Data tables
- Site background and content
- Field monitoring and sampling methods and actual sample locations
- Method deviations from this WQMPP
- Results of monitoring, including data validation, and water quality measurements
- Summary of confirmed exceedances and description of corrective actions taken
- Color photos from the in-water active construction process

Sampling results and notifications shall be sent to (email preferred):

Laura Inouye

360-515-8213

Or fednotification@ecy.wa.gov and cc to laura.inouye@ecy.wa.gov

5.3 Communication Protocol

All communication and correspondence with Ecology will occur with Laura Inouye as the primary point of contact. The contractor will be responsible for providing Ecology with the necessary notifications and results of the water quality monitoring on a weekly basis and at the conclusion of the monitoring period.

5.4 Contacts

Port of Tacoma			
Title	**Name**	**Telephone**	**Email**
Project Manager	Sara Potter	253-888-4789	spotter@portoftacoma.com

Construction Contractor			
Title	**Name**	**Telephone**	**Email**
Project Manager, Compliance Lead	TBD	TBD	TBD
Alternate Compliance Lead	TBD	TBD	TBD
ESC lead	TBD	TBD	TBD

Washington State Department of Ecology			
Title	**Name**	**Telephone**	**Email**
401/CZM Federal Permit Manager	Laura Inouye	360-515-8213	laura.inouye@ecy.wa.gov
Washington Emergency Management Division (spills)	Federal Notification	1-800-258-5990	fednotification@ecy.wa.gov

6.0 REFERENCES

Anchor QEA. 2026. Port of Tacoma - Tru-Grit Site: Interim Action Plan. Prepared for Port of Tacoma, Tacoma, Washington, by Anchor QEA, Tacoma, Washington.

Appendix A
Example Sampling Map



Example Sampling Map

Appendix B

Example Intensive Monitoring Form (from original WQMPP)

Water Quality Monitoring Form

1201 3rd Avenue, Suite 2600
Seattle, Washington 98101
Phone 206.287.9130
www.anchorqea.com

Date:	Monitoring Start Time:	Monitoring Personnel:
Monitored Work Start Time:		Weather Observations:

Station ID	Time	Water Depth (feet)	Coordinates		Turbidity Reading (NTU)			Exceed	Notes
			Northing Latitude	Easting Longitude	Surface	Middle	Bottom	Yes/No*	

Notes:

***Water Quality Standard: Turbidity shall be < 5.0 NTU above BGS when BGS < 50 NTU, and less than 10% over BGS when BGS is > 50 NTU.**
CS = Compliance Station (150 feet from in-water work area [IWA]); **BGS** = Background Station (300 feet from IWA); **NTU** = Nephelometric Turbidity Unit

Tidal Elevations	Elevation	Time	Elevation	Time
High:				
Low:				

Appendix C

Example Visual Monitoring Form (from original WQMPP)

Visual Monitoring Field Form

Staff Initials	**Date/Time**	**Tide Stage** (ebb, flood, slack)	**Sheen, Floating Debris, or Distressed or Dying Fish or Wildlife Observed** (Y/N, brief description)	**BGS Turbidity** (note time of most recent record)	**EWS Turbidity** (note time of most recent record)	**CS Turbidity** (note time of most recent record)	**Plume Chasing** (approximate distance from IWA and GPS coordinates of endpoint of plume)

BGS = Background Station, EWS = Early Warning Station, CS = Compliance Station, IWA = In-Water Work Area

Appendix D

Multimeter Calibration Worksheet (from original WQMPP)

Multimeter Calibration Worksheet

Project Name: _____

Project Number:_____

Date: _____

Reminder: Allow 2 minutes to warm up before calibration or use.

Turbidity Date: Calibration by:				
Initial 0 NTU	Final 0 NTU	Temp. (°C)	Initial ____ NTU	Final ____ NTU

Turbidity Std (_____) Lot # _____ Exp Date: _____

Turbidity Std (_____) Lot # _____ Exp Date: _____

Turbidity Std (_____) Lot # _____ Exp Date: _____

Dissolved Oxygen (DO) Date: Calibration by:			
Temp. (°C)	BP (mm Hg)	Initial DO (mg / L)	Final DO (mg / L)

DO method (circle one) Saturated Air Saturated Water

Source of barometric pressure: _____

pH Date: Calibration by:			
pH reading in 4.0 buffer	pH reading in 7.0 buffer	pH reading in 10.0 buffer	Meter successfully calibrated (Y / N), Notes

Notes:

Appendix E

Daily Log

(from original WQMPP)

Daily Log

PROJECT NAME: _____ **DATE:** _____

SITE ID(s): _____ **PERSONNEL:** _____

WEATHER: **WIND FROM:**

N	NE	E	SE	S	SW	W	NW	LIGHT	MEDIUM	HEAVY

SUNNY	CLOUDY	RAIN	?

TEMPERATURE: ° F . ° C

[Circle appropriate units]

TIME	COMMENTS

Signature: _____

Appendix F

Daily Safety Briefing

(from original WQMPP)

DAILY SAFETY BRIEFING

DATE: _____

PROJECT NAME: _____

PROJECT NO: _____

Meeting Conductor / Company: _____

Health & Safety Officer / Company: _____

Field Lead / Company: _____

TOPICS COVERED:

- ☐ Emergency Procedures and Evacuation Route
- ☐ Directions to Hospital
- ☐ HASP Review and Location
- ☐ Safety Equipment Location
- ☐ Proper Safety Equipment Use
- ☐ Employee Right-to-Know/MSDS Location
- ☐ Fire Extinguisher Location
- ☐ Eye Wash Station Location
- ☐ Buddy System
- ☐ Self and Coworker Monitoring
- ☐ Chain of Command
- ☐ Communication
- ☐ Site Security
- ☐ Vessel Safety Protocols
- ☐ Work Zones
- ☐ Vehicle Safety and Driving/Road Conditions
- ☐ Equipment Safety and Operation
- ☐ Proper Use of PPE
- ☐ Decontamination Procedures
- ☐ Other:
- ☐ Lifting Techniques
- ☐ Slips, Trips, and Falls
- ☐ Hazard Exposure Routes
- ☐ Heat and Cold Stress
- ☐ Overhead and Underfoot Hazards
- ☐ Chemical Hazards
- ☐ Flammable Hazards
- ☐ Biological Hazards
- ☐ Eating/Drinking/Smoking

WEATHER CONDITIONS: _____

DAILY WORK SCOPE: _____

SITE-SPECIFIC HAZARDS: _____

SAFETY COMMENTS: _____

ATTENDEES

PRINTED NAME / COMPANY	SIGNATURE