

10/16/2026

TO: PLAN HOLDERS LIST

SUBJECT: PROCUREMENT NO. 092026-1061
MAINTENANCE DREDGING AT PIERS 3 & 4 AND WUT

ADDENDUM NUMBER 01

This addendum is issued to amend the following:

SECTION 00 41 00 - Bid Form:

See Attached.

SECTION 00 52 00 - Agreement Form:

See Attached.

SECTION 00 73 16 - Insurance Requirements:

See Attached.

SECTION 01 20 00 - Price And Payment Procedures:

See Attached.

SECTION 01 41 00 - Regulatory Requirements:

See Attached.

SECTION 01 57 13 - TESC And Project SWPPP:

See Attached.

SECTION 01 78 23 - Operation And Maintenance Manuals:

See Attached.

Appendix E & Appendix I:

See Attached.

Addendum Log

Project: _202066/67 Piers 3&4 and WUT Maintenance Dredging 2026 **Last Updated:**
10/15/2026

Addendum No.	Section No.	Section Title	Sub Section	Affected Drawings / Specifications
1	00 41 00	Bid Form		Adjusted spelling Standy to Standy in Bid Form Table Included Bid Security Language
	00 52 00	Agreement Form	3.0 Contract time	Removed - 365 calendar days. Added – February 14, 2027 for dredging and open water disposal operations
	00 73 16	Insurance Requirements	1.03 - F	Added Language for USL&H Act and Jones Act
	01 20 00	Price and Payment Procedures	1.07 B	Added – Piers 3&4 to Item #2
			1.07 F	Removed – Piers 3&4. Added WUT
	01 41 00	Regulatory Requirements	1.01 A - .5 6.	Removed 2020-1017-WRD. Added 2024-446-WRD Removed 20113. Added 23740
	01 57 13	TESC and Project SWPPP	1.02 A - .5 3.01 C.	Removed entire reference Added – and any CSGP- associated Administrative Order (if applicable)
			3.03 H.	Removed – Entire sentence
	01 78 23	Operations and Maintenance Manual		Remove entire Section (was not called out in Table of Contents). Not required.
	App. E	USACE NWS 2024-446-WRD		Replace App E. with attached Section. (Entire Section)
	App. I	Dept. Of Ecology CSM 143975		Replace App. I with attached Section. (Entire Section)

BIDDER'S NAME: _____

PROJECT TITLE: MAINTENANCE DREDGING AT PIERS 3 & 4 AND WASHINGTON UNITED TERMINALS 2026

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

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE (QTY. x UNIT PRICE)
1	Mobilization and Demobilization	1	LS		
2	Project Administration - Piers 3&4	1	LS		
3	Field Engineering - Piers 3&4	1	LS		
4	Dredging - Piers 3&4	4,960	CY		
5	Project Administration - WUT	1	LS		
6	Field Engineering - WUT	1	LS		
7	Dredging - WUT	12,870	CY		
8	Dredge Debris Allowance	1	LS	\$10,000.00	\$10,000.00
9	Dredging Standby- ~~Standby~~	6	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.

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

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

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

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

Name of Firm

Date

Signature

Printed Name and 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

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

The "Contractor" is: _____ (Legal Name)

_____ (Address)

_____ (Address 2)

_____ (Phone No.)

The "Project" is: MAINTENANCE DREDGING AT PIERS 3 & 4 AND WASHINGTON UNITED
TERMINALS 2026 _____ (Title)

202066 AND 202067 | PA000000153 _____ (Project/Contract No.)

One Sitcum Plaza _____ (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 ~~365 calendar days from execution of the Contract~~ **February 14, 2027 for dredging and open water disposal operations**, 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.

5.0 ALTERNATES

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

This page intentionally left blank

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTAL REQUIREMENTS

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

1.03 COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE

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

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

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

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

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

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

Alternatively, the contractor, at its option, may provide evidence of extended reporting period of not less than three (3) years in its place. The Contractor shall be responsible for providing the Port with certificates of insurance each year evidencing this coverage.
 - d. The Port and the NWSA shall be named as an additional insured(s) on the CPL policy.

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

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

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

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

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

1.04 BUILDER'S RISK INSURANCE

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

- B. To the extent the Work provided under this Contract does not include the construction, rehabilitation or repair of any dam, road or bridge, and whenever the estimated cost of the Work is less than \$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 SUMMARY

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

1.02 PAYMENT PROCEDURES

- A. Monthly pay estimates shall clearly identify the work performed for the given time period based on the approved Schedule of Values.
1. At the Pre-construction meeting, the Engineer and the Contractor shall agree upon a date each month when payment applications shall be submitted.
- B. For each pay estimate the Contractor shall submit the following:
1. Completed Contractor invoice and updated Schedule of Values tracking sheet as required by Division 01 or as established by the Engineer.
 2. Baseline Project Schedule and narrative updated as required by Section 01 32 16 of the Project Manual.
 3. Completed "Amounts Paid to Subcontracts and Suppliers" showing total contract amount, amount paid this estimate, total paid to date, and balance owing.
 4. Completed "Conditional Release and Waiver of Liens and Claims."
 5. An estimated cashflow statement projecting the Contractor's monthly billings on the project shall be submitted with each payment application.
- C. Prior to submitting a payment application, the Contractor and Engineer shall meet each month to review the work accomplished to determine the actual quantities including labor, materials and equipment charges to be billed.
1. Prior to the payment application meeting, the Contractor shall submit to the Engineer all measurement documentation as referenced in these contract documents; to include all measurement by weight, volume or field.
 2. For all change work being done on a force account basis, the Contractor shall submit prior to meeting with Engineer all Force Account back-up documentation as required to process the payment application where Force Account work is being billed. The Engineer and the Contractor shall review the documentation at the payment application meeting to verify quantities and review the work accomplished.
 3. The Contractor shall bring a copy of all documentation to the pay application meeting with the Engineer.
 4. The Contractor shall submit the updated baseline project schedule for review prior to submitting the payment application to ensure the payment processing is not held up due to necessary schedule revisions.
- D. Following the Engineers' review, the Contractor shall submit the agreed upon pay estimate electronically, with complete supporting documentation attached, 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 Volume:
 - 1. Measurement by volume will be by the cubic dimension indicated in the Contractor's submitted bid. Method of volume measurement will be by the unit volume in place or removed as shown on the Contract Drawings or as specified.
- C. Field Measurement for Payment:
 - 1. The Contractor shall take all measurements by providing equipment, workers, and survey crews as required to measure quantities in accordance with the provisions for measurement specified herein. No allowance will be made for specified tolerances.
 - 2. The Engineer will verify all quantities of Work performed by the Contractor on a unit-price basis, for progress payment purposes.

1.06 REJECTED, EXCESS, OR WASTED MATERIALS

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

1.07 MEASUREMENT AND PAYMENT

A. Item #1: Mobilization and Demobilization

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

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

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

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

1. Item Description: The Work of this item includes all work necessary for Field Engineering, verifying survey reference points, in-process surveys, completion of pre and post-dredge surveys, installation and removal of tide boards, as described in these Specifications.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.

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

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

1. Item Description: The Work of this item includes: implementation of required best management practices associated with dredging operations; dredging of material as noted on the Drawings; loading into dump barges; transport and disposal of material in open water; and compliance, coordination and reporting requirements associated with open water disposal.
2. Measurement: This item will be measured by the cubic yard based on a neat-line dredge cut volume calculation comparing the pre-dredge survey to the post-dredge survey performed after the removal of dredge material.
3. Payment: This item will be paid for based on actual quantities for the period being billed.

E. Item #5: Project Administration - WUT

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

F. Item #6: Field Engineering - ~~Piers 3&4~~ WUT

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

G. Item #7: Dredging - WUT

1. Item Description: The Work of this item includes: implementation of required best management practices associated with dredging operations; dredging of material as noted on the Drawings; loading into dump barges; transport and disposal of material in open water; and compliance, coordination and reporting requirements associated with open water disposal.
2. Measurement: This item will be measured by the cubic yard based on a neat-line dredge cut volume calculation comparing the pre-dredge survey to the post-dredge survey performed after the removal of dredge material.
3. Payment: This item will be paid for based on calculated quantities for the period being billed.

H. Item #8: Dredge Debris Allowance

1. Item Description: The 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 price(s). If unit prices or lump sums cannot be established, work will be paid on 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 Change in Work issued by the Engineer in accordance with procedures noted in Section 01 26 00 - Change Management Procedures.
- I. Item #9: Dredging Standby
1. Item Description: This work will be for compensation of costs associated with the idle time created by Port or Tenant operations that prevent the Contractor from working as planned. This does not include inherent delays identified in Section 35 20 23 - Dredging.
 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 - EXECUTION - NOT USED

END OF SECTION

This page intentionally left blank

PART 1 - GENERAL

1.01 PERMITS, CODES, AND REGULATIONS

- A. The following permits/approvals have been applied for (or are on file) and incorporated into the Contract:
 - 1. State Environmental Policy Act (SEPA) Compliance Determination of Non-significance, located in Appendix A
 - 2. Shoreline Management Act / Critical Areas Compliance Exemption LU26-0162, located in Appendix B
 - 3. Hydraulic Project Approval 2026-6-330+01, located in Appendix C
 - 4. DMMP Suitability Determination Memorandum, located in Appendix D
 - 5. United States Army Corp of Engineers NWS-2020-1017-WRD ~~2024-446-WRD~~, located in Appendix E
 - 6. Department of Ecology Water Quality Certification 20143 ~~20143~~ 23740, located in Appendix F
 - 7. Department of Natural Resources Site Use Authorization XX-XXXXXX, located in Appendix G
 - 8. Water Quality Monitoring and Protection Plan, located in Appendix H
 - 9. Department of Ecology Coastal Zone Management, located in Appendix I
- 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. 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. 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. City of Tacoma, "Surface Water Management Manual," Tacoma Public Works, Environmental Services, current version.
5. ~~Administrative Order #_XXXXX_, Department of Ecology, 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 **and any CSGP-associated Administrative Order (if applicable)**.
- 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.
- H. ~~Contractor shall submit a Notice of Termination ("NOT") and terminate coverage under the CSGP upon final stabilization of the Site; in accordance with permit requirements.~~

END OF SECTION

~~PART 3 - EXECUTION - NOT USED~~

~~END OF SECTION~~

This page intentionally left blank

REPLACING-

**Appendix E - United States
Army Corps of Engineers NWS-
2024-446-WRD**



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT
4735 EAST MARGINAL WAY SOUTH, BLDG 1202
SEATTLE, WA 98134-2388

August 7, 2025

Regulatory Branch

Ms. Kristin Evered
Port of Tacoma
1 Sitcum Way
Tacoma, Washington 98401

Reference: NWS-2024-446-WRD
(Port of Tacoma;
Comprehensive
Mitigated Maintenance
and Repair Permit)

Dear Ms. Evered:

Enclosed is a Department of the Army permit which authorizes you to 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 purposes of mitigation over a 10-year time period as described in your referenced application and drawings dated April 2024. You are cautioned that any change in the location or plans of the work will require submittal of revised plans to this office for approval prior to accomplishment. Deviation from the approved plans may result in imposition of criminal or civil penalties.

Your attention is drawn to General Condition 1 of the permit which specifies the expiration date for completion of the work. Upon completing the authorized work, please fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit* form.

We are interested in your experience with our Regulatory Program and encourage you to complete a customer service survey form. This form and information about our

program are available on our website at www.nws.usace.army.mil, select "Regulatory Branch, Permit Information" and then "Contact Us."

If you have any questions, please contact Ms. LeeAnn Simmons at leeann.w.simmons@usace.army.mil or (206) 764-3420.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacalen Printz". The signature is stylized with a large, looping initial "J" and a long, sweeping underline.

Jacalen Printz, Section Chief
Regulatory Branch

Enclosures

cc:

U.S. Fish and Wildlife Service (Lacey, Portland, Wenatchee, Spokane)
National Marine Fisheries Service, Lacey

DEPARTMENT OF THE ARMY PERMIT

Permittee: Tacoma, Port of

Permit No: NWS-2024-446-WRD

Issuing Office: Seattle District

Ms. Kristin Evered

1 Sitcum Way

Tacoma, Washington 98401

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.

KEvered

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.

SHUCKHART.ANDRE
W.JAMES.1161484020

Digitally signed by
SHUCKHART.ANDREW.JAMES.1161484
020
Date: 2025.08.07 16:02:00 -07'00'

August 7, 2025

(DATE)

For Kathryn P. Sanborn, PhD, PE, PMP
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)

REPLACING –

**Appendix I - Department of
Ecology Coastal Zone
Management 143975**



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://elaho.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

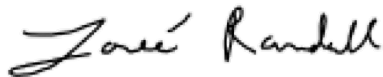
Mailing Addresses:

Department of Ecology
Attn: Appeals Processing Desk
PO Box 47608
Olympia, WA 98504-7608

E-Mail Address:

ecologyappeals@ecy.wa.gov

Sincerely,



Loree' Randall, 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
Teresa Pucylowski, Ecology
Austin Schmalz, Ecology
fedconsistency@ecy.wa.gov