

March 29, 2022

TO: HOLDERS LIST

SUBJECT: Terminal 3 & Terminal 4 Shore Power Project

CONTRACT NO. 071664

ADDENDUM NUMBER # 04

This addendum is issued to revise and clarify the following:

SPECIFICATIONS

SECTION 00 73 16 – Insurance Requirements

- Revise Article 1.03 to clarify that the City of Tacoma will be included as additional insured.
- Revise footer to reflect new contract number 071664.

SECTION 01 14 00 - Work Restrictions

- Revise Article 1.02 to clarify that designated off-terminal contractor laydown area has been removed.
- Revise footer to reflect new contract number 071664.

SECTION 01 55 00 - Vehicular Access and Parking

- Revise Article 3.02 to clarify that designated off-terminal contractor laydown area has been removed.
- Revise Article 3.03 to clarify contractor parking requirements.
- Revise footer to reflect new contract number 071664.

SECTION 33 79 00 - Site Grounding

- Revise Article 1.02 to clarify ground conductor repair/restoration requirements.
- Revise footer to reflect new contract number 071664.

DRAWINGS

SHEET G2.1 – Existing Conditions and Site Access

- Revise to remove designated off-terminal contractor laydown area.
- Revise to reflect new contract number 071664.

SHEET C1.1 - Overall Site Plan

- Revise to remove designated off-terminal contractor laydown area.
- Revise to reflect new contract number 071664.

1.01 SUMMARY

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

1.02 SUBMITTAL REQUIREMENTS

- A. Evidence of the required insurance within fifteen (15) 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), and the City of Tacoma 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, and the City of Tacoma as additional insureds shall not create premium liability for either the Port, the City of Tacoma, nor the NWSA.

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

- An express waiver of subrogation in favor of the Port;
- 2. A cross liabilities clause; and
- 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, and the City of Tacoma 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:
 - 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;

Contract No. 071357071664

- d. The Port-and, the NWSA, and the City of Tacoma 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. The Contractor shall furnish, within fifteen (15) 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, and the City of Tacoma are named as additional insured(s).
- H. Contractor shall provide at least forty-five (45) days prior written notice to the Port of any termination or material change, or ten (10) day's-notice in the case of non-payment of premium(s).
- I. If the Contractor is required to make corrections to the Work after Final Completion, the Contractor shall obtain at its own expense, prior to the commencement of any corrective work, insurance coverage as required by the Contract Documents, which coverage shall be maintained until the corrections to the Work have been completed and accepted by the Port.

1.04 BUILDER'S RISK INSURANCE

- A. Until Final Completion of the Work, the construction Work is at the risk of the Contractor and no partial payment shall constitute acceptance of the Work or relieve the Contractor of responsibility of completing the Work under the Contract.
- B. To the extent the Work provided under this Contract does not include the construction, rehabilitation or repair of any dam, road or bridge, and whenever the estimated cost of the Work is less than \$25,000,000, the Port and Contractor acknowledge that the Port will purchase, or

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.
- D. The Facility will remain in operation during the entire construction period. The Contractor shall conduct their operations so as to prevent interference with normal terminal operations outside of any that have been negotiated and pre-approved by the Engineer.
- E. The Work under this Contract requires special attention to the scheduling and conduct of each task which has the potential to interrupt or hamper normal terminal operations. Select tasks are required to be scheduled around busy terminal activity periods. Identify on the construction schedule each task and work operation that may result in an impact to terminal operations.

1.02 CONTRACTOR ACCESS AND USE OF PREMISES

- A. Refer to Section 01 55 00 for site access and parking requirements.
- B. Activity Regulations
 - 1. Ensure Contractor personnel deployed to the project become familiar with and follow all regulations or restrictions established by the Engineer.
- C. Working Facility
 - 1. The Facility will remain in operation for the duration of construction. The Contractor shall conduct all items of the Work in such a manner as to prevent interference with the normal operations of the Facility.
 - 2. Terminal operated equipment/vehicles shall have right-of-way at all times.
 - 3. Terminals 3 & 4 are secure and restricted areas. All work performed at the terminals will require TWIC credentials, as specified in Section 00 73 63 Security Requirements.
 - 4. The designated contractor laydown area is located off-terminal, as shown on Sheet G2.1. TWIC credentials are required in this area of the Port. Contractor shall escort all non-TWIC workers to the laydown area (e.g. material and equipment deliveries). Not used.
 - 5. TWIC Escorting Requirements:
 - a. TWIC escort personnel are not permitted work assignments outside of observing non-TWIC workers.
 - b. TWIC escort personnel may observe a maximum of five non-TWIC workers.
 - c. All contractor personnel who are to receive escort training must coordinate to attend single classroom date.
- D. Work Site Regulations

- 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 terminal 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 areawork location at the end of each shift.

1.03 WORK CONSTRAINTS

- A. Work shall be coordinated with the Engineer (or Engineer's Representative) and terminal operations shall not be impacted by construction activities in any unplanned manner. Permission to interrupt Tenant activity or utility service shall be requested in writing to the Engineer a minimum of one week before the desired date of interruption.
- B. Refer to Drawing G2.2 for detailed work restrictions, phasing plan, and notification requirements. Work constraints apply to several aspects of the project scope including, but not limited to:
 - 1. electrical power outages
 - 2. access to existing upland vaults and manholes
 - 3. work at new and existing bullrail vaults
 - 4. under dock work
 - 5. trenching, backfill, and paving activities across drive aisles, under existing container stacking areas, and through active terminal areas
 - 6. soil stockpiling and equipment staging
- C. As shown on Drawing G2.2, the tenant's "Gearman Area" is located in the corner of Terminal 3 in close proximity to contractor work areas. The tenant will actively utilize this area during the entire project construction window. Contractor shall maintain an open ingress/egress path to the Gearman Area at all times.
- D. Business hours at Terminal 3 and Terminal 4 are subject to change with limited notice as dictated by vessel schedules. Tenant operations may be active around the clock (24-hours) depending on vessel needs.
 - 1. Each berth is typically occupied by a vessel between 2 4 weekdays (Monday Friday) per week. Vessels are also frequently at berth on weekends. These examples are provided for information-only to alert the Contractor to heavy usage of the terminals surrounding the project's construction work areas. Actual vessel schedules will be highly variable and Contractor shall be flexible in planning their work schedule.
 - 2. The Port will provide up-to-date Terminal 3 and Terminal 4 vessel schedules on a regular basis during project construction. The NWSA website may also be referenced at any time (sort by 'Husky' terminal): https://www.nwseaportalliance.com/cargo-operations/vessel-schedules-and-calendar.

PART 2 - PRODUCTS

1.01 SUMMARY

- A. This section includes requirements relating to the following:
 - 1. Access roads
 - 2. Parking
 - 3. Construction parking controls
 - 4. Haul routes
 - 5. Maintenance
 - 6. Removal, repair
 - 7. 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.
- C. Flag Person Equipment: As required 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. Terminals 3 & 4 are secure and restricted areas. All work performed at the terminals will require TWIC credentials, as specified in Section 00 73 63 Security Requirements. Refer to Section 01 14 00 Work Restrictions for TWIC escorting requirements.
- B. The designated contractor laydown area is located off-terminal, as shown on Sheet G2.1. TWIC credentials are required in this area of the Port. Contractor shall escort all non-TWIC workers to the laydown area (e.g. material and equipment deliveries). Not used.
- C. Access to the contractor laydown area and Terminal 3 construction site will be through the Port's Main Gate at the intersection of Port of Tacoma Road and E. 11th Street. Access to the Terminal 4 construction site will be via entrance road off of Port of Tacoma Road. Refer to Drawing G2.1 for the delineated access routes. There is frequently congestion near these access points. Terminal traffic will back up along E. 11th Street in the mornings, over lunch and when trains are switching into the North Intermodal (NIM) Yard. The Contractor should approach from Port of Tacoma Road to avoid the queuing delays along E. 11th Street.
- D. The Contractor may be required to relocate and adjust its traffic control, entry points, gates, or related work areas as required by Port or Tenant (Husky) operations. The Contractor shall conduct all business through the gate, or gates, assigned for access by the Engineer.
- E. Provide unimpeded access for emergency vehicles. Maintain 20 foot (6 m) width driveways with turning space between and around combustible materials.

Project No. 201100.01 Contract No. 071357071664 F. Provide and maintain access to fire hydrants free of obstructions.

3.03 PARKING

- A. All-Contractor's employee cars and other private vehicles shallmay be parked in the contractor laydown area, as shown on Drawing G2.1, or within the designated project work area limits as shown on Drawings G3.1, G3.2, and G3.3.
- B. If available space within project work area is not adequate, Contractor's employee cars and other private vehicles will be parked outside the Port terminals.
- C. If shuttle service is necessary to transport its employees to and from the work site, then the Contractor shall include this service as part of its bid.

3.04 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Husky 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.
- B. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.
- C. Designated haul routes are subject to crossing by heavy machinery and terminal operations vehicles.

3.06 MAINTENANCE

- A. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, Products, mud, snow, and ice.
- B. Maintain existing paved areas used for construction. Promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

3.07 REMOVAL, REPAIR

- A. Repair existing facilities damaged by use, to original condition.
- B. Repair damage caused by installation.

3.08 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 project site by sweeping, covering dusty loads, washing truck tires, and all other reasonable methods.

END OF SECTION

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. The provisions and intent of the Contract, the General Conditions and General Requirements, apply to this work as if specified in this section. Work related to this section is described in the following sections:
 - 1. Section 26 01 26 Acceptance Testing of Electrical Systems
 - 2. Section 26 05 00 Common Work Results for Electrical
 - 3. Section 26 05 13 Medium Voltage Cables and Accessories
 - 4. Section 26 05 19 Low Voltage Electrical Power Conductors and Cables
 - 5. Section 26 05 33 Raceways and Boxes for Electrical Systems
 - 6. Section 26 05 53 Identification for Electrical System
 - 7. Section26 12 16 Medium Voltage Power Substations
 - 8. Section 26 24 16 Panelboards
 - 9. Section 26 27 26 Wiring Devices
 - 10. Section 26 28 00 MV Automatic Power Factor Correction Capacitors
 - 11. Section 33 71 19 Electrical Underground Ducts and Manholes
 - 12. Section 33 77 00 Medium Voltage Shore Power Switches in Walk-In Enclosures

1.02 SUMMARY

- A. This Section includes grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.
- B. This section also includes replacing any damaged ground wires, even though these grounding systems were installed within the last eight (8) years. It is acceptable to splice the ground conductors (replace any damage conductor sections as needed before splicing), clean, degrease, and dry ground conductors before splicing with acceptable connectors as specified in 2.03, A., B., C. below.
- B.C. Related Documents: The provisions and intent of the Contract, the General and Supplementary Conditions, and Division 1 Specification Sections, apply to the Work as if specified in this Section.

1.03 REFERENCES

- A. ASTM B8.
- B. NFPA 70 (National Fire Protection Association) National Electrical Code.
- C. ANSI/UL 467 (Underwriter's Laboratory) Grounding and Bonding Equipment.

1.04 QUALITY ASSURANCE

A. Listing and Labeling: Provide electrical components, devices, and accessories that are Listed and Labeled as defined in NFPA 70, Article 100, by a testing agency acceptable



