

**PORT OF TACOMA  
TACOMA, WASHINGTON  
TOTE BERTH MAINTENANCE DREDGE**

**PROJECT NO. 201156.01  
CONTRACT NO. 071187**

**Thais Howard, PE  
Director, Engineering**


**David Myers  
Project Manager, Architect**

**END OF SECTION**

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

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

SEAL & SIGNATURE	SECTION(S)
 Kyle Landon 2024.11.08 16:45:08-08'00'	35 20 23 - Dredging

END OF SECTION

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## **PROCUREMENT AND CONTRACTING REQUIREMENTS**

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Appendix B - Inadvertent Discovery Plan

**END OF SECTION**

**PART 1 - GENERAL**

**1.01 SUMMARY**

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

Sheet No.	Drawing Title
G-001	Cover Sheet & Drawing Index
G-010	General Notes, Abbreviations & Legends
G-100	Offshore Disposal Site Location Map
V-100	Existing Conditions
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**PART 2 - PRODUCTS - NOT USED**

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**END OF SECTION**

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## **TOTE BERTH MAINTENANCE DREDGE**

### **PROJECT NO. 201156.01 | CONTRACT NO. 071187**

Scope of Work:	The Work required for this Project includes: Maintenance dredging to address high spots impacting vessel berthing at the TOTE facility. Dredge material from this project is to be disposed of at the Commencement Bay open-water dredge material disposal site.
Bid Estimate:	Estimated cost range is 550,000 to \$625,000, plus Washington State Sales Tax (WSST).
Sealed Bid Date/ Time/Location:	Bids will be received at the Front Reception Desk, Port Administration Office, One Sitcum Plaza, Tacoma, Washington 98421 until <b>2:00 P.M. on Dec. 05, 2024</b> , at which time they will be publicly opened and read aloud and the apparent low bid will be determined.
Pre-Bid Conference	A pre-Bid conference has been set for 11/21/2024 at 10:00 A.M.. The conference will convene at the Port's Administrative building, located at One Sitcum Plaza.
Bid Security:	Each Bid must be accompanied by a Bid security in an amount equal to five (5) percent of the Base Bid in a form allowed by the Instructions to Bidders.
Contact Information:	<p>Any questions to the Port may be submitted to the Procurement Department through the Procurement and Question Submission Portal (Portal link is accessible via this specific procurements website. See left side of page.). A direct link is also available here: <a href="#">Procurement and Question Portal Link</a>. No oral responses will be binding by the Port.</p> <p>Instructions for utilizing the portal can be found here: <a href="#">Procurement and Question Submission Portal Instructions</a>.</p> <p>Questions will not be accepted after seven (7) days prior to the Bid Date.</p>
Bidding Documents:	<p>Plans, Specifications, Addenda, and Plan Holders List for this Project are available on-line through The Port of Tacoma's Website portoftacoma.com. Click on "Contracts," "Procurement," and then the Procurement Number 071187. Bidders must subscribe to the Holder's List on the right hand side of the screen in order to receive automatic email notification of future addenda and to be placed on the Holder's List.</p> <p>Holder's Lists will be updated regularly and posted to the specific procurements page. Additional Instructions available in Section 00 21 00 - Instructions to Bidders.</p>

Public Works  
Training  
Requirements:

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

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

**END OF SECTION**

## **PART 1 - SUMMARY**

### **1.01 DEFINITIONS**

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

- A. "Addenda" are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. The contents of an Addendum are issued in no particular order and therefore should be carefully and completely reviewed.
- B. An "Apprentice" is a worker for whom an apprenticeship agreement has been registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).
- C. "Award" means the formal decision by the Port of Tacoma ("Port") notifying a Responsible Bidder with the lowest responsive Bid of the Port's acceptance of their Bid and intent to enter into a Contract with the Bidder.
- D. The "Award Requirements" include the statutory requirements as a condition precedent to Award.
- E. The "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- F. A "Bid" is a complete and properly signed proposal to do the Work, submitted in accordance with the Bidding Documents, for the sums therein stipulated and supported by any data called for by the Bidding Documents.
- G. The "Bid Date" is the day and hour specified in the Bidding Documents, as may be changed through an Addendum, by which Bidders are required to submit Bids to the Port.
- H. The "Bid Form" is the form(s) included with the Bidding Documents, with Specification Section 00 41 00, through which a Bidder submits a Bid.
- I. A "Bidder" is a person or entity who submits a Bid.
- J. The "Bidding Documents" include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, any other sample bidding and contract forms, including those provided by reference, the Bid security, and the proposed Contract Documents, including any Addenda issued prior to the Bid Date.
- K. The "Contract Documents" proposed for the Work consist of the Agreement, the General Conditions of the Contract (as well as any Supplemental, Special, or other conditions included in the Project Manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.
- L. The "Schedule of Unit Prices" is a separate schedule on the Bid Form for Unit Pricing as an all-inclusive price per unit of measurement for materials, equipment, or services as described in the Bidding Documents or in the proposed Contract Documents for the optional use of the Port. Quantities are not predictions of amounts anticipated. The Port may, but is not obligated to, accept a Schedule of Unit Price if it accepts the Base Bid. The Schedule of Unit Prices are not factored into the evaluation of determining the low bid amount and are not included as part of the bid award amount.

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

#### 1.02 BIDDER'S REPRESENTATIONS

By making its Bid, each Bidder represents that:

- A. **BIDDING DOCUMENTS.** The Bidder has read and understands the Bidding Documents, and its Bid is made in accordance with them.
- B. **PRE-BID MEETING.** The Bidder has attended pre-Bid meeting(s) required by the Bidding Documents. Attendance at a mandatory meeting or training session means that, in the sole opinion of the Port, a Project representative of a Bidder has attended all or substantially all of such meeting or session.
- C. **BASIS.** Its Bid is based upon the materials, systems, services, and equipment required by the Bidding Documents, and is made without exception.
- D. **EXAMINATION.** The Bidder has carefully examined and understands the Bidding Documents, the Contract Documents including, but not limited to, any liquidated damages, insurance provisions, and the Project site, including any existing buildings, it has familiarized itself with the local conditions under which the Work is to be performed, has correlated its observations with the requirements of the proposed Contract Documents, and it has satisfied itself as to the nature, location, character, quality, and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services, and other items to be furnished, and all other requirements of the Contract Documents. The Bidder has also satisfied itself as to the conditions and other matters that may be encountered at the Project site or that may affect performance of the Work or the cost or difficulty thereof, including, but not limited to, those conditions and matters affecting transportation, access, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power, and utilities; availability and condition of roads; climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to, and at all times during, the performance of the Work. The failure of the Bidder to fully acquaint itself with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the Work in accordance with, and for the Contract Sum and within the Contract Time provided for in, the Contract Documents.
- E. **PROJECT MANUAL.** The Bidder has checked its copies of the Project Manual (if any) with the table of contents bound therein to ensure the Project Manual is complete.
- F. **SEPARATE WORK.** The Bidder has examined and coordinated all Drawings, Contract Documents, and Specifications with any other contracts to be awarded separately from, but in connection with, the Work being Bid upon, so that the Bidder is fully informed as to conditions affecting the Work under the Contract being Bid upon.
- G. **LICENSE REQUIREMENTS.** The Bidders and Sub-Bidders are registered and hold all licenses required by the laws of Washington, including a certificate of registration in compliance with RCW 18.27, for the performance of the Work specified in the Contract Documents.
- H. **CERTIFICATION.** The Bidder verifies under penalty of perjury that the Bidder has not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW within the three (3) year period immediately preceding the Bid Date.

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

### 1.03 BIDDING DOCUMENTS

#### A. COPIES

1. Bidders may obtain complete sets of the Bidding Documents from The Port of Tacoma's Website [www.portoftacoma.com](http://www.portoftacoma.com). Click on "Contracts" then "Procurement."
2. Complete Sets. Bidders shall use complete sets of Bidding Documents in preparing Bids and are solely responsible for obtaining updated information. The Port does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete and/or superseded sets of Bidding Documents.
3. Conditions. The Port makes copies of the Bidding Documents available only for the purpose of obtaining Bids on the Work and does not confer a license or grant permission for any other use.
4. Legible Documents. To the extent any Drawings, Specifications, or other Bidding Documents are not legible, it is the Bidder's responsibility to obtain legible documents.

#### B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. Format. The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into Work performed by the various building trades, any Work by separate contractors, or any Work required for separate facilities in, or phases of the Project.
2. Duty to Notify. Bidders shall promptly notify the Port in writing of any ambiguity, inconsistency, or error that they may discover upon examination of the Bidding Documents or of the site and local conditions.
3. Products and Installation. All Bidders shall thoroughly familiarize themselves with specified products and installation procedures and submit to the Port any objections (in writing) no later than seven (7) days prior to the Bid Date. The submittal of the Bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory for completion of the Contract.
4. Written Request. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Procurement Department through the Procurement and Question Submission Portal at least seven (7) days prior to the Bid Date (Portal link is accessible via this specific procurements website. See left side of page.). A direct link is also available here: [Procurement and Question Portal Link](#). No oral responses will be binding by the Port.  
  
Instructions for utilizing the portal can be found here: [Procurement and Question Submission Portal Instructions](#).
5. Request to Modify Responsibility Criteria. No later than seven (7) days prior to the Bid Date, a potential Bidder may request in writing that the Port modify the Responsibility Criteria. The Port will evaluate the information submitted by the potential Bidder and respond before the Bid Date. If the evaluation results in a change of the Criteria, the Port will issue an Addendum identifying the new Criteria.

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

C. SUBSTITUTIONS

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

D. ADDENDA

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

1.04 BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

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

5. Bid Breakdown. The Bid Form may contain, for the Port's accounting purposes only, a breakdown of some or all of the components included in the Base Bid.
  - a. For lump-sum Bids, the total Contract Sum shall be submitted.
  - b. For unit-price Bids, a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the total Contract Sum.
6. Schedule of Unit Prices. All Unit Prices under this schedule shall be bid. The Port reserves the right, but is not obligated, to reject any Bid on which all requested Schedule of Unit Prices are not Bid.
7. No Conditions. The Bidder shall make no conditions or stipulations on the Bid Form, nor qualify its Bid in any manner.
8. Identity of Bidder. The Bidder shall include in the specified location on the Bid Form, the legal name of the Bidder and, if requested, a description of the Bidder as a sole proprietor, a partnership, a joint venture, a corporation, or another described form of legal entity. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. The Port verifies signature authority on the Labor and Industries website <https://fortress.wa.gov/lni/bbip/Search.aspx> under the contractor registration business owner information. If the business owner information is not current, the Bidder shall show proof of authority to sign at the request of the Port. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder
9. Bid Amounts Do Not Include Sales Tax. The Work to be performed constitutes a "retail sale" as this term is defined in RCW 82.04.050. Thus, the Base Bid amount shall include in the sum stated all taxes imposed by law, EXCEPT WASHINGTON STATE AND LOCAL SALES TAX due on the Base Bid. The engaged Contractor will pay retail sales tax on all consumables used during the performance of the Work and on all items that are not incorporated into the final Work; this tax shall be included in the Base Bid price and in any other prices set forth on the Bid Form. The Port will pay state and local retail sales tax due on each progress payment and final payment to the engaged Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government.

**B. POTENTIAL LISTING OF SUB-BIDDERS (SUBCONTRACTORS)**

1. Procedure. On projects equal to or greater than \$1,000,000, the Bid Form includes a requirement that certain Sub-Bidders be listed, in which case the Bidder must complete the required list. In these circumstances, and regardless of the anticipated cost of the Project, the Bidder must name the Sub-Bidder or Sub-Bidders with whom the Bidder, if awarded the Contract, will subcontract directly (i.e., not lower-tier Sub-Bidders) for performance of the Work of:
  - a. HVAC (heating, ventilation, and air conditioning) Work;
  - b. Plumbing Work as described in RCW 18.106;
  - c. Electrical Work as described in RCW 19.28; and
  - d. Any other categories of Work listed on the Sub-Bidder listing form and/or Bid Form.
2. Self-Performance. If the Bidder intends to self-perform any of these categories of Work, it must name itself for each such category of Work.

3. Multiple Entries. The Bidder shall not list more than one (1) entity for a particular category of Work identified, unless a Sub-Bidder will vary based on an Alternate Bid, in which case the Bidder shall identify the Sub-Bidder to be used for the Alternate and the affected portion of the Work.
4. Failure to Submit. In accordance with RCW 39.30.060, failure of a Bidder to submit, as part of the Bid, the names of such proposed HVAC, plumbing, and electrical Sub-Bidders, or to name itself to perform such Work, or the naming of two (2) or more Sub-Bidders to perform the same Work, shall render the Bidder's Bid non-responsive and; therefore, void.
5. Requirement to Subcontract. The Bidder, if Awarded the Contract, will subcontract with the listed Sub-Bidders for performance of the portion of the Work designated on the Bid Form, subject to the provisions of the Contract for Construction and RCW 39.30.060. The Bidder shall not substitute a listed Sub-Bidder in furtherance of bid shopping or bid peddling.
6. Sub-Bidder Qualification. Listed Sub-Bidders may be required to provide evidence of their qualifications, including a statement of experience and references, prior to Award, or at any time during the Contract Time. Such information shall be provided within twenty-four (24) hours of request. This evidence shall demonstrate that the Sub-Bidder meets or exceeds all requirements for experience, qualifications, manufacturer's certifications, or any other requirements specified in any of the technical sections of the Contract Documents for which the Sub-Bidder proposes to perform Work.
7. Replacement. If a listed Sub-Bidder fails to provide adequate evidence of qualifications, is unable to comply with any bonding requirements of the Bidding Documents or with other requirements of the Contract or Bidding Documents, is not properly licensed, or fails to meet the Responsibility Criteria of the Bidding Documents, the Port may require the Bidder to replace the Sub-Bidder with another subcontractor reasonably acceptable to the Port at no change in the Contract Sum or Contract Time.
8. Sub-Bidder Standards. Sub-Bidders shall meet contractual and technical qualification standards, and provide specialized certification, licensing, and/or payment and performance bonding, if required.
9. MWBE, Veteran-owned, and small business participation encouraged. The Port's policy is to encourage the Contractor to solicit and document participation, and to provide and promote the maximum lawful, practicable opportunity for increased participation, by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), Veteran-owned businesses (defined in RCW 43.60.010, and Small, Mini and Micro business enterprises (defined in RCW 39.26.010).

C. BID SECURITY

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

#### D. SUBMISSION OF BIDS

1. Procedure. The Bid, the Bid security, and other documents required to be submitted with the Bid, shall be enclosed in a sealed envelope identified with the Project name and number and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face of the mailing envelope.
  - a. If a Bid is mailed, it shall be addressed to the Port of Tacoma, Contracts Department, 1 Sitcum Plaza, Tacoma, WA 98421.
  - b. If a Bid is delivered, it shall be delivered to the Front Reception Desk, Port of Tacoma, 1 Sitcum Plaza, Tacoma, WA 98421.
  - c. The time stamp clock at the Front Reception Desk at 1 Sitcum Plaza is the Port's official clock.
2. Deposit. Bids shall be deposited at the designated location prior to the Bid Date indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the Bid Date and time specified shall be returned without consideration at the discretion of the Port, or rejected at the time of receipt.

3. Delivery. The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids.
4. Form. Oral, facsimile, telephonic, electronic, or email Bids are invalid and will not be considered.

E. MODIFICATION OR WITHDRAWAL OF BID

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

F. COMMUNICATIONS

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

Instructions for utilizing the portal can be found here: [Procurement and Question Submission Portal Instructions](#).

1.05 CONSIDERATION OF BIDS

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

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

E. BID PROTEST PROCEDURES

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

1.06 POST BID INFORMATION

A. THE LOWEST RESPONSIVE BIDDER SHALL:

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

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

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

- A. **BOND REQUIREMENTS.** Within ten (10) days after the Port's Notice of Award of the Contract, the successful Bidder shall obtain and furnish statutory bonds pursuant to RCW 39.08 covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the form and amount prescribed in the Contract Documents. Bonds shall be written for one hundred (100) percent of the contract award amount, plus Washington State Sales Tax and Change Orders. The cost of such bonds shall be included in the Base Bid.
1. On contracts of one hundred fifty thousand dollars (\$150,000) or less, at the option of the Contractor or the General Contractor/Construction Manager as defined in RCW 39.10.210, the Port may, in lieu of the bond, retain ten (10) percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under RCW 60.28, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by a state agency or authorized local government.
  2. On contracts of one hundred fifty thousand dollars (\$150,000) or less, the Port may accept a full payment and performance bond from an individual surety or sureties.
- B. **TIME OF DELIVERY AND FORM OF BONDS.** The successful Bidder shall deliver an original copy of the required bonds to the Port, 1 Sitcum Plaza, Tacoma, WA 98421, within the time specified in the Contract Documents.
- C. **INSURANCE.** The successful Bidder shall deliver a certificate of insurance from the Bidder's insurance company that meets or exceeds all requirements of the Contract Documents.
- D. **GOVERNMENTAL REQUIREMENTS.** Notwithstanding anything in the Bidding or Contract Documents to the contrary, the Bidder shall provide all bonding, insurance, and permit documentation as required by governmental authorities having jurisdiction for any portions of the Project.

#### 1.08 FORM OF AGREEMENT

- A. **FORM TO BE USED.** The Contract for the Work will be written on the form(s) contained in the Bidding Documents, including any General, Supplemental, or Special Conditions, and the other Contract Documents included with the project manual.
- B. **CONFLICTS.** In case of conflict between the provisions of these Instructions and any other Bidding Document, these Instructions shall govern. In case of conflict between the provisions of the Bidding Documents and the Contract Documents, the Contract Documents shall govern.
- C. **CONTRACT DELIVERY.** Within ten (10) days after Notice of Award, the Bidder shall submit a signed Contract to the Port in the form tendered to the Bidder and without modification.

#### **PART 2 - PRODUCTS - NOT USED**

#### **PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

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## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 DEFINITIONS/CLARIFICATIONS**

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

### **1.03 SUBMITTALS**

- A. Substitution Request Form. Use copy of form located at the end of this Section.
- B. Pre-Bid Substitution Requests. Submit one (1) PDF of the Substitution Request Form along with all supporting documentation for consideration of each request. Identify product, fabrication, or installation method to be replaced. Include Drawing numbers and titles. Substitution requests prior to the Bid Date may originate directly from a prime Bidder, or from a prospective Sub-Bidder.
  - 1. Documentation. Show compliance with requirements for substitutions with the following, as applicable:
    - a. Statement indicating why specified product, fabrication, or installation cannot be provided.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.
    - c. Product Data, including drawings and descriptions of products, fabrication, and installation procedures.
    - d. Samples, where applicable or requested.
    - e. Certificates and qualification data, where applicable or requested.
    - f. Research reports evidencing compliance with building code in effect for the Project.
  - 2. Engineer's Action. Engineer will review substitution requests if received through the Procurement and Question Submission Portal at least seven (7) days prior to the Bid Date (Portal link is accessible via this specific procurements website. See left side of page.) A direct link is also available here: [Procurement and Question Portal Link](#). No oral responses will be binding by the Port.
    - a. Forms of Acceptance. Substitution requests will be formally accepted via written addendum prior to the Bid Date. Bidders shall not rely upon approvals made in any other manner.

- b. Use product originally specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.
- c. The Port's decision of approval or disapproval of a proposed substitution shall be final.

Instructions for utilizing the portal can be found here: [Procurement and Question Submission Portal Instructions](#).

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

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

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

D. Substitutions will not be considered when:

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

1.04 QUALITY ASSURANCE

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**PROJECT TITLE:** TOTE Berth Maintenance Dredge **PROJECT NO.:** 201156.01

SUBMITTED BY: \_\_\_\_\_ CONTRACT NO.: 071187

PRIME/SUB/SUPPLIER: \_\_\_\_\_ DATE: \_\_\_\_\_

-----  
Specification Title: \_\_\_\_\_ Section No.: \_\_\_\_\_

Description: \_\_\_\_\_ Paragraph: \_\_\_\_\_

\_\_\_\_\_ Page No.: \_\_\_\_\_  
-----

Proposed Substitution: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Installer: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Differences between proposed substitution and specified product: \_\_\_\_\_

-----  
☐ Point-by-Point comparative data attached - REQUIRED  
-----

Reason for not providing specified item: \_\_\_\_\_

-----  
Similar Installation:

Project: \_\_\_\_\_ A/E: \_\_\_\_\_

Address: \_\_\_\_\_

Owner: \_\_\_\_\_ Date Installed: \_\_\_\_\_

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain \_\_\_\_\_  
-----

Supporting Data Attached:

☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ Other: \_\_\_\_\_  
-----

Applicable to Substitution Requests During Construction:

Proposed to Port for accepting substitution: \$ \_\_\_\_\_

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

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.

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

---

Submitted By: \_\_\_\_\_  
Signed By: \_\_\_\_\_ Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Attachments: \_\_\_\_\_

---

#### A/E's REVIEW AND RECOMMENDATION

- ☐ Approved Substitution
- ☐ Approved Substitution as Noted
- ☐ Reject Substitution - Use specified materials.
- ☐ Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

---

#### ENGINEER'S REVIEW AND ACTION

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

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF SECTION**

---

**PART 1 - GENERAL**

**1.01 EXISTING CONDITIONS**

- A. Certain information relating to existing surface and subsurface conditions and structures is available to Bidders online at [www.portoftacoma.com](http://www.portoftacoma.com), but will not be part of the Contract Documents, as follows:
  - 1. 1983 Construction Set
  - 2. 2016 LNG Dolphin Set

**1.02 AVAILABILITY**

- A. Reference Documents are available online through the Port of Tacoma's Website [www.portoftacoma.com](http://www.portoftacoma.com). Click on "Contracts," "Procurement," and then the Procurement Number.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

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**PART 1 - GENERAL**

1.01 SUMMARY

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

1.02 HAZARDOUS MATERIALS NOTICE

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

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**BIDDER'S NAME:** \_\_\_\_\_

**PROJECT TITLE:** TOTE BERTH MAINTENANCE DREDGE

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

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE (QTY. x UNIT PRICE)
1	Mobilization and Demobilization	1	LS		
2	Project Administration	1	LS		
3	Field Engineering	1	LS		
4	Dredging	9,640	CY		
5	Debris Allowance	1	LS	\$5,000	
6	Dredging Standby	2	Days		

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

Note: Show prices in figures only.

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

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

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

DIVISION 00 - Division 00 - Procurement and Contracting Requirements  
SECTION 00 41 00 - Bid Form

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

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

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

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

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

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

---

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

**END OF SECTION**

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KNOW ALL MEN BY THESE PRESENTS:

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

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

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY \_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_  
SURETY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGENT AND ADDRESS

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

**END OF SECTION**

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**THIS IS NOT TO BE SUBMITTED WITH A BID.**

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

**BIDDER'S COMPANY NAME:** \_\_\_\_\_

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

**1.01 MANDATORY BIDDER RESPONSIBILITY CRITERIA**

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

1. Does the Bidder have a Certificate of Registration in compliance with RCW 18.27?  
☐ Yes                      ☐ No
2. Does the Bidder have a current Washington State Unified Business Identifier number?  
☐ Yes                      ☐ No
3. Does the Bidder have Industrial Insurance Coverage for the Bidder's employees working in Washington State as required in RCW 51?  
☐ Yes                      ☐ No
4. Does the Bidder have an Employment Security Department number as required in RCW 50?  
  
*\***Attach** letter dated within six (6) months of Bid Date.*  
  
*\*Request a letter electronically by clicking on the following link  
<https://fortress.wa.gov/esd/twt/pwcinternet/> or by emailing a request to  
[publicworks@esd.wa.gov](mailto:publicworks@esd.wa.gov).*  
☐ Yes                      ☐ No
5. Does the Bidder have a Washington State Excise Tax Registration number as required in RCW 82?  
☐ Yes                      ☐ No
6. Has the Bidder been disqualified from bidding on any public works project under RCW 39.06.010 or 39.12.065(3)?  
☐ Yes                      ☐ No
7. Has the Bidder violated RCW 39.04.370 more than one (1) time as determined by the Washington State Department of Labor and Industries?  
☐ Yes                      ☐ No

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

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

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

#### 1.02 CONTRACT AND REGULATORY HISTORY

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

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

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

---

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

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

---

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

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

---

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

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

---

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

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

---

### 1.03 ACCIDENT/INJURY EXPERIENCE

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

Year	Effective Year	Experience Factor
1		
2		
3		
4		
5		

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

---

### 1.04 WORK PERFORMED BY BIDDER

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

\_\_\_\_\_ %

### 1.05 ADDITIONAL CONTRACTOR INFORMATION

- A. As part of completing this Responsibility Detail Form, **submit the following information with the completed Responsibility Detail Form:**
1. Bidder's recent job resume, including a list of similar projects performed and contact information for the similar project owner(s), a brief description of work, start and end dates, and contract amount.
  2. Resumes of Bidder's proposed project manager and job superintendent.
-

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

**PROJECT: TOTE Berth Maintenance Dredge**

**PROJECT NO.: 201156.01**

**CONTRACT NO.: 071187**

**Responsibility Certification Form**

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

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

The information provided herein is true and complete.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

---

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

**PROJECT TITLE:** TOTE Berth Maintenance Dredge

**BIDDER:** \_\_\_\_\_

**CONTRACT AND PROJECT NUMBER:** 071187/ 201156.01

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

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

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

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

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

**END OF SECTION**

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

The "Contractor" is: \_\_\_\_\_ (Legal Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Address 2)

\_\_\_\_\_ (Phone No.)

The "Project" is: TOTE Berth Maintenance Dredge (Title)

201156.01 | 071187 (Project/Contract No.)

500 E. Alexander Ave (Project Address)

Tacoma, WA (Project Address 2)

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

Director of 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 February 14, 2025, subject to adjustments of this Contract Time as provided in the Contract Documents. The Contractor shall achieve Final Completion of the entire Work within 30 calendar days of the date on which Substantial Completion is achieved.

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

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

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

#### 4.0 CONTRACT PRICE

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

#### 6.0 INSURANCE AND BONDS

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

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

CONTRACTOR

PORT OF TACOMA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Execution \_\_\_\_\_  
Date: \_\_\_\_\_

**END OF SECTION**

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**PERFORMANCE BOND # \_\_\_\_\_**

**CONTRACTOR (NAME AND ADDRESS)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY (NAME AND PRINCIPLE PLACE OF BUSINESS)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER (NAME AND ADDRESS)**

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

**AGENT OR BROKER (FOR INFORMATION ONLY)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

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

**WHEREAS:**

Contractor shall execute an agreement with the Port for TOTE Berth Maintenance Dredge, Project No. 201156.01 /Contract No. 071187, a copy of which Contract is by reference made a part hereof (the term "Contract" as used herein to include the aforesaid agreement together with all the Contract Documents, addenda, modifications, all alterations, additions thereto, deletions therefrom, and any other document or provision incorporated into the Contract) and is hereinafter referred to as the Contract.

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

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

**FURTHER:**

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

2. Assume within fifteen (15) days, following its advice to the Port as set forth above, completion of the Contract in accordance with the Contract Documents and become entitled to payment of the balance of the Contract Sum, or
  3. Pay the Port upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by the Port as a result of the Contractor's default, including but not limited to, those reasonable costs and expenses incurred by the Port in its efforts to mitigate its losses, which may include, but are not limited to, attorney's fees and efforts to complete the Work prior to the Surety exercising the options available to it as set forth herein.
- D. If the Port shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment, shall pay all costs and attorney's fees incurred by the Port in enforcement of its rights hereunder. Venue for any action arising out of, or in connection with, this bond shall be in Pierce County, Washington.
- E. No right or action shall accrue on this bond to, or for the use of, any person or corporation other than the Port of Tacoma.

Signed and Sealed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**SURETY**

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Power of Attorney attached.

**END OF SECTION**

**LABOR AND MATERIAL PAYMENT BOND # \_\_\_\_\_**

**CONTRACTOR (NAME AND ADDRESS)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY (NAME AND PRINCIPLE PLACE OF BUSINESS)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER (NAME AND ADDRESS)**

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

**AGENT OR BROKER (FOR INFORMATION ONLY)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

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

**WHEREAS:**

Contractor shall execute an agreement with the Port for TOTE Berth Maintenance Dredge, Project No. 201156.01 /Contract No. 071187, a copy of which Contract is by reference made a part hereof (the term "Contract" as used herein to include the aforesaid agreement together with all the Contract Documents, addenda, modifications, alterations, additions thereto, deletions therefrom, and any other document or provision incorporated into the Contract) and is hereinafter referred to as the Contract.

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

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

- A. Surety hereby waives notice of any alterations, change orders, modifications, or extensions of time made by the Port.
- B. Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the Work and/or Contract Time and the amounts payable to the Contractor. Subject to the limitations contained in (A) above, Surety agrees that no such addition, deletion, or modification, or any combination thereof, shall avoid or impair Surety's obligation hereunder.

- C. Surety hereby agrees that every person protected under the provisions of RCW 39.08.010 who has not been paid as provided under the Contract, and pursuant to RCW 39.08.010, less any amounts withheld pursuant to statute, and less retainage withheld pursuant to RCW 60.28, after the expiration of a period of thirty (30) days after the date on which the completion of the Contract in accordance with RCW 39.08, may sue on this bond, prosecute the suit to final judgment as may be due claimant, and have execution thereon including recovery of reasonable costs and attorney's fees as provided by RCW 39.08. The Port shall not be liable for the payment of any costs or expenses of any such suit.
- D. No suit or action shall be commenced hereunder by any claimant unless claimant shall have given the written notices to the Port, and where required, the Contractor, in accordance with RCW 39.08.030.
- E. The amount of this bond shall be reduced by, and to the extent of, any payment or payments made in good faith hereunder, inclusive of the payment by Surety of claims which may be properly filed in accordance with RCW 39.08 whether or not suit is commenced under and against this bond.
- F. If any Claimant shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment and attorney fees as provided by RCW 39.08.030, shall also pay such costs and attorney fees as may be incurred by the Port as a result of such suit. Venue for any action arising out of, or in connection with, this bond shall be in Pierce County, Washington.

Signed and Sealed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

**SURETY**

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Power of Attorney attached.

**END OF SECTION**

BOND NO.: \_\_\_\_\_

PROJECT TITLE: TOTE Berth Maintenance Dredge

PROJECT NO.: 201156.01

CONTRACT NO.: 071187

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

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, the said Principal herein executed Contract  
No. 071187 with the Port for TOTE Berth Maintenance Dredge, Project No. 201156.01 .

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

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

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

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

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

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

\_\_\_\_\_  
By: \_\_\_\_\_  
2.01Principal

Address: \_\_\_\_\_

City/ST/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Surety Name: \_\_\_\_\_

By: \_\_\_\_\_  
9.01Attorney-In-Fact

Address: \_\_\_\_\_

City/ST/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**END OF SECTION**

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## **ARTICLE 1 - THE CONTRACT DOCUMENTS**

### **1.01 GENERAL**

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

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

### **1.02 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

#### 1.03 INTENT OF THE CONTRACT DOCUMENTS

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

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

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

#### 1.04 CORRELATION OF THE CONTRACT DOCUMENTS

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

1. The signed Agreement

a. Supplemental Conditions

b. Division 00 General Conditions

c. Division 01 General Requirements of Specifications

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

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

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

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

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

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

#### 1.05 OWNERSHIP OF THE CONTRACT DOCUMENTS

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

### ARTICLE 2 - PORT OF TACOMA

#### 2.01 AUTHORITY OF THE ENGINEER

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

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

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

#### 2.02 ADMINISTRATION OF THE CONTRACT

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

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

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

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

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

## 2.03 INFORMATION PROVIDED BY THE PORT

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

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

## 2.04 CONTRACTOR REVIEW OF PROJECT INFORMATION

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

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

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

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

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

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

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

## 2.06SEPARATE CONTRACTORS

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

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

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

## 2.07OFFICERS AND EMPLOYEES OF THE PORT

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

# ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES

## 3.01DUTY TO PERFORM THE ENTIRE WORK

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

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

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

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

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

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

### 3.03 SUPERVISION AND RESPONSIBILITY FOR SUBCONTRACTORS

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

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

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

### 3.04 MATERIALS AND EQUIPMENT

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

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

### 3.05 CONTRACTOR WARRANTIES

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

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

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

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

### 3.06 REQUIRED WAGES

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

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

### 3.07 STATE AND LOCAL TAXES

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

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

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

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

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

### 3.08 PERMITS, LICENSES, FEES, AND ROYALTIES

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

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

1. The Contractor takes all necessary steps required for the permit to be issued;
2. The permit applies to Work performed in connection with the Project; and
3. The Contractor agrees in writing to abide by all requirements of the permit and to defend and hold harmless the Port from any liability in connection with the permit.

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

### 3.09 SAFETY

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

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

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

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

### 3.10 CORRECTION OF WORK

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

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

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

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

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

### 3.11 UNCOVERING OF WORK

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

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

### 3.12 RELOCATION OF UTILITIES

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

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

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

### 3.13 LABOR

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

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

### 3.14 INDEMNIFICATION

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

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

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

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

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

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

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

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

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

### 3.15 WAIVER OF CONSEQUENTIAL DAMAGES

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

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

#### **ARTICLE 4 - SUBCONTRACTORS AND SUPPLIERS**

##### **4.01 RESPONSIBILITY FOR ACTIONS OF SUBCONTRACTORS AND SUPPLIERS.**

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

##### **4.02 AWARD OF CONTRACTS TO SUBCONTRACTORS AND SUPPLIERS**

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

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

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

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

##### **4.03 SUBCONTRACTOR AND SUPPLIER RELATIONS**

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

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

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

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

## **ARTICLE 5 - WORKFORCE AND NON-DISCRIMINATION REQUIREMENTS**

### **5.01 COMPLIANCE WITH NON-DISCRIMINATION LAWS**

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

#### **B.Nondiscrimination Provision**

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

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

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

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

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

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

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

#### 5.03 APPRENTICESHIP PARTICIPATION

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

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

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

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

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

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

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

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

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

## **ARTICLE 6 - CONTRACT TIME AND COMPLETION**

### **6.01 CONTRACT TIME**

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

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

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

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

### **6.02 PROGRESS AND COMPLETION**

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

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

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

#### 6.03 SUBSTANTIAL COMPLETION

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

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

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

#### 6.04 COMPLETION OF PUNCH LIST

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

#### 6.05 FINAL COMPLETION

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

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

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

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

#### 6.06 FINAL ACCEPTANCE

A. Final Acceptance. Final Acceptance is the formal action of the Port accepting the Project as complete. Public notification of Final Acceptance will be posted on the Port's external website (<http://www.portoftacoma.com/final-acceptance>).

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

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

#### 6.07 PORT'S RIGHT TO USE THE PREMISES

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

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

## **ARTICLE 7 - PAYMENT**

### **7.01 ALL PAYMENTS SUBJECT TO APPLICABLE LAWS AND SCHEDULE OF VALUES**

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

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

### **7.02 APPLICATIONS FOR PAYMENT**

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

### **7.03 PROGRESS PAYMENTS**

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

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

### **7.04 PAYMENT BY CONTRACTOR TO SUBCONTRACTORS**

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

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

#### 7.05 FINAL PAYMENT

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

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

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

#### 7.06 RETAINAGE

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

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

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

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

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

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

#### 7.07 DISPUTED AMOUNTS

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

#### 7.08 EFFECT OF PAYMENT

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

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

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

#### 7.09 LIENS

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

### ARTICLE 8 - CHANGES IN THE WORK

#### 8.01 CHANGES IN THE WORK

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

B. Changes in the Work Defined.

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

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

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

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

1.Fixed price method is default for Contractor Change Order proposal. When the Port has requested that the Contractor submit a Change Order proposal, the Port may specify the basis on which the Contract Sum will be adjusted by the Contractor. The Engineer's preference, unless otherwise indicated, is for changes in the Work to be priced using Lump Sums or Unit Prices or on a time and material (Force Account) basis if unit pricing or lump sums cannot be negotiated or determined. In all instances, however, proposed changes shall include a not-to-exceed price for the change and shall be itemized for evaluation purposes in accordance with Section 8.02(B), as requested by the Engineer.

2.The Port may accept or reject the Contractor's Change Order proposal, request further documentation, or negotiate acceptable terms with the Contractor. If The Port and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order.

3.The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment. The Port may reject a proposal, in which case the Port may either not effectuate the change or issue a Unilateral Change Directive. The Port will not make payment to the Contractor for any work until that work has been incorporated into an executed Change Order.

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

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

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

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

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

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

## 8.02 CHANGES IN THE CONTRACT SUM

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

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

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

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

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

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

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

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

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

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

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

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

- a. Direct labor costs -- 20% markup on the direct cost of labor for the party (Contractor or Subcontractor) providing labor related to the change in the Work;
- b. Direct material costs -- 20% markup on the direct cost of material for the party (Contractor or Subcontractor) providing material related to the change in the Work;
- c. Construction equipment usage costs -- 10% markup on the direct cost of equipment for the party (Contractor or Subcontractor) providing equipment related to the change in the Work;
- d. Contractor markup on Subcontractor costs -- 10% markup for the Contractor on the direct cost (excluding markup) of a change in the Work performed by Subcontractors (and for Subcontractors, for a change in the Work performed by lower-tier Subcontractors); and
- e. Service provider costs -- 5% markup for the Contractor on the direct cost (excluding markup) of a change in the Work performed by service providers.

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

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

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

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

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

#### 8.03 CHANGES IN THE CONTRACT TIME

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

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

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

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

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

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

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

#### 8.04 RESERVATION OF RIGHTS

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

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

#### 8.05 UNIT PRICES

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

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

### ARTICLE 9 - SUSPENSION AND TERMINATION OF CONTRACT

#### 9.01 PORT'S RIGHT TO SUSPEND WORK

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

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

#### 9.02 TERMINATION OF CONTRACT FOR CAUSE BY THE PORT

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

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

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

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

#### 9.03 TERMINATION OF CONTRACT FOR CONVENIENCE BY THE PORT

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

#### 9.04 TERMINATION OF CONTRACT BY THE CONTRACTOR

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

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

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

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

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

#### 9.05 SUBCONTRACT ASSIGNMENT UPON TERMINATION

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

1. The Port requests that the subcontract be assigned.

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

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

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

### ARTICLE 10 - BONDS

#### 10.01 CONTRACTOR PERFORMANCE AND PAYMENT BONDS

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

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

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

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

## **ARTICLE 11 - DISPUTE RESOLUTION**

### **11.01 NOTICE OF PROTEST AND CLAIM**

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

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

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

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

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

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

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

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

#### 11.02 MEDIATION

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

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

#### 11.03 LITIGATION

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

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

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

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

### ARTICLE 12 - MISCELLANEOUS

#### 12.01 GENERAL

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

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

#### 12.02 WAIVER

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

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

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

#### 12.03 GOVERNING LAW

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

#### 12.04 COMPLIANCE WITH LAW

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

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

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

#### 12.05 ASSIGNMENT

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

#### 12.06TIME LIMIT ON CAUSES OF ACTION

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

#### 12.07SERVICE OF NOTICE

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

#### 12.08RECORDS

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

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

#### 12.09STATUTES

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

1. Pursuant to RCW 39.06, "Registration, Licensing of Contractors," the Contractor shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27, "Registration of Contractors," and shall satisfy all State of Washington bonding and insurance requirements. The Contractor shall also have a current state Unified Business Identifier number; have industrial insurance coverage for the Contractor's employees working in Washington as required by Title 51 RCW; have an Employment Security Department number as required by Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW; and not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).
2. The Contractor shall comply with all applicable provisions of RCW 49.28, "Hours of Labor."
3. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60, "Discrimination."
4. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92, "Provisions in Buildings for Aged and Handicapped Persons," and the Americans with Disabilities Act.
5. Pursuant to RCW 50.24, "Contributions by Employers," in general, and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for an acceptable bond.
6. The Contractor shall comply with pertinent provisions of RCW 49.17, "Washington Industrial Safety and Health Act," and Chapter 296-155 WAC, "Safety Standards for Construction Work."
7. Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-62-054 et seq., the Contractor shall provide to the Port, and have copies available at the Project site, a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier.
8. All products and materials incorporated into the Project as part of the Work shall be certified as "asbestos-free" and "lead-free" by United States standards, and shall also be free of all hazardous materials or substances. At the completion of the Project, the Contractor shall submit certifications of asbestos-free and of lead-free materials certifying that all materials and products incorporated into the Work meet the requirements of this Section, and shall also certify that materials and products incorporated into the Work are free of hazardous materials and substances.

**END OF SECTION**

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## PART 1 - GENERAL

### 1.01 SUMMARY

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

### 1.02 SUBMITTAL REQUIREMENTS

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

### 1.03 COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE

- A. The Contractor shall secure and maintain until Final Completion, at its sole cost and expense, the following insurance in carriers reasonably acceptable to the Port, licensed in the State of Washington, registered with the Washington State Insurance Commissioner, and possessing an A.M. Best rating of "A-, FSC six (6)" or better.
- B. The Port of Tacoma (Port) will be included as additional insureds for both ongoing and completed operations by endorsement to the policy using ISO Form CG 20 10 11 85 or forms CG 20 10 04 13 and CG 20 37 04 13 (or equivalent coverage endorsements). The inclusion of the Port as additional insureds shall not create premium liability for the Port.

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

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

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

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

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

- d. The Port shall be named as an additional insured(s) on the CPL policy.
5. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- The policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.
- E. Except where indicated above, the limits of all insurance required to be provided by the Contractor shall be not less than \$2,000,000 for each occurrence. If the coverage is aggregated, the coverage shall be no less than two times the per occurrence or per claim limit. However, coverage in the amounts of these minimum limits shall not be construed as to relieve the Contractor from liability in excess of such limits. Any additional insured endorsement shall NOT be limited to the amounts specified by this Contract, unless expressly waived in writing by the Port.
- F. Contractor shall certify that its operations are covered by the Washington State Worker's Compensation Fund. The Contractor shall provide its Account Number or, if self-insured, its Certificate of Qualification Number. The Contractor shall also provide evidence of Stop-Gap Employers' Liability Insurance.
- 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 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 PREVAILING AND OTHER REQUIRED WAGES**

- A. The Contractor shall pay (and shall ensure that all Subcontractors of any tier pay) all prevailing wages and other wages (such as Davis-Bacon Act wages) applicable to the Project.
- B. Pursuant to RCW 39.12, "Prevailing Wages on Public Works," no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the "prevailing rate of wage" in effect as of the date that bids are due.
  - 1. The applicable effective date for prevailing wages for this Project is the period in which the bid date occurs.
- C. The State of Washington prevailing wage rates applicable for this public works Project, which is located in Pierce County, may be found at the following website address of the Department of Labor and Industries:  
  
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
- D. The schedule of the prevailing wage rates is made a part of the Contract Documents by reference as though fully set forth herein, and a printed copy of the applicable prevailing wage rates are also available for viewing at the Port Administration Building, located at 1 Sitcum Plaza, Tacoma, WA 98421 (253-383-5841). Upon request to the Procurement Department at [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com), the Port will email or mail a hard copy of the applicable Journey Level prevailing wages for this Project.
- E. Questions relating to prevailing wage data should be addressed to the Industrial Statistician.
  - Mailing Address: Washington State Department of Labor and Industries  
Prevailing Wage Office  
P.O. Box 44540  
Olympia, WA 98504
  - Telephone: (360) 902-5335
  - Facsimile: (360) 902-5300
  - 1. If there is any discrepancy between the provided schedule of prevailing wage rates and the published rates applicable under WAC 296-127-011, the applicable published rates shall apply with no increase in the Contract Sum. It is the Contractor's responsibility to ensure that the correct prevailing wage rates are paid.
- F. Statement to Pay Prevailing Wages
  - 1. Prior to any payment being made by the Port under this Contract, the Contractor, and each Subcontractor of any tier, shall file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries for approval.
  - 2. The statement shall include the hourly wage rate to be paid to each classification of workers entitled to prevailing wages, which shall not be less than the prevailing rate of wage, and the estimated number of workers in each classification employed on the Project by the Contractor or a Subcontractor of any tier, as well as the Contractor's contractor registration number and other information required by the Department of Labor and Industries.

3. The statement, and any supplemental statements, shall be filed in accordance with the requirements of the Department of Labor and Industries. No progress payment shall be made until the Port receives such certified statement.
- G. The Contractor shall post, in a location readily visible to workers, at the Project site: (i) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician of the Department of Labor and Industries and (ii) the address and telephone number of the Industrial Statistician of the Department of Labor and Industries to whom a complaint or inquiry concerning prevailing wages may be directed.
- H. If a State of Washington prevailing wage rate conflicts with another applicable wage rate (such as Davis-Bacon Act wage rate) for the same labor classification, the higher of the two shall govern.
- I. Pursuant to RCW 39.12.060, if any dispute arises concerning the appropriate prevailing wage rate for work of a similar nature, and the dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his or her decision shall be final and conclusive and binding on all parties involved in the dispute.
- J. Immediately following the end of all Work completed under this Contract, the Contractor and each Subcontractor of any tier, shall file an approved Affidavit of Wages Paid with the Department of Labor and Industries.
- K. The Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold the Port harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs, and expenses, whether direct, indirect, including, but not limited to, attorneys' fees and consultants' fees and other costs and expenses, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or RCW Title 51 ("Industrial Insurance"), including, but not limited to, RCW 51.12.050.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 REQUIREMENTS APPLICABLE PORT-WIDE**

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

### **1.02 TRANSPORTATION WORKER IDENTIFICATION CARD (TWIC) SUMMARY**

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

### **1.03 ESCORTING**

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

### **1.04 ELIGIBILITY FOR TWIC**

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

1.05 TWIC USE AND DISPLAY

- A. Each worker granted unescorted access to secure areas of a facility or vessel must present their cards to authorized personnel, who will compare the holder to his or her photo, inspect security features on the TWIC, and evaluate the card for signs of tampering. The Coast Guard will verify TWIC's when conducting vessel and facility inspections and during spot checks using hand-held scanners, ensuring credentials are valid.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

**PART 1 - GENERAL**

**1.01 SCOPE**

- A. The accompanying Drawings and Specifications show and describe the location and type of Work to be performed under this project. Work is more specifically defined on the drawings listed in Section 00 01 15.
  - 1. The Work under this contract is to provide, furnish and install all labor, materials and equipment required to complete the work, installed, tested, and ready for use, and as described in these documents.
  - 2. The TOTE Berth Maintenance Dredge consists of: Maintenance dredging to address high spots impacting the berthing of vessels at the TOTE facility. Dredge material for this project is to be disposed at the Commencement Bay open-water dredge material disposal site.

**1.02 LOCATION**

- A. The work is located at:
  - 500 E. Alexander AveRequired Address1
  - Tacoma, WA

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

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## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 CONTRACTOR ACCESS AND USE OF PREMISES**

- A. Activity Regulations
  - 1. Ensure Contractor personnel deployed to the project become familiar with and follow all regulations or restrictions established by the Engineer.
  - 2. The Contractor shall have access to the construction site by Contractor's boat. Contractor may use the Port of Tacoma's access float located at the Port's Administration Building at, 1 Sitcum Plaza, Tacoma, 98421 and park employee vehicles in the adjacent parking lot.
- B. Waterway Restrictions
  - 1. The work is in a congested waterway and is surrounded by active terminals. The Contractor shall make themselves aware of the shipping schedules in the waterway and shall adjust their work accordingly; in particular the Contractor shall review the placement of equipment, anchors, anchor lines, buoys, etc. to avoid interruption or interference with marine vessel traffic in the waterway. The operations of commercial business shall have precedence. The Contractor shall coordinate with Port Operations at (253) 383-9420 on a daily basis to confirm Contractor's work and scheduled ship traffic.
- C. Working Facility
  - 1. The Facility will remain in operation for the duration of construction. The Contractor shall conduct all items of Work in such a manner as to prevent interference with the normal operations of the Facility.
  - 2. TOTE is an active shipping terminal and the Blair Waterway is an active waterway. Terminal operations and shipping vessel transit shall not be impacted by dredging activities.
    - a. TOTE normal schedule anticipates vessels alongside on Wednesday and Friday weekly from 1600 to 0200.
    - b. Contractor may lay up during TOTE vessel calls as the breasting dolphins northwest of the TOTE berth area in the Blair Waterway. Contractor shall take all precautions necessary to ensure that the dolphins are not damaged by contractor activity. Any damage shall be repaired at the Contractor's expense.

3. TOTE is a controlled site with TWIC requirements. Any personnel that require access to the Terminal must have TWIC credentials or be escorted by a person having TWIC Escorting privileges at the TOTE Facility. Escort training must be arranged at a minimum 48 hours in advance of the need for access.

- a. Arrangements for Escort training can be made thru Sam Rouse (253) 709-5021

**D. Work Site Regulations**

1. Keep within the limits of work and assigned avenues of ingress and egress. Do not enter any areas outside the designated work location unless previously approved by the Engineer. The Contractor must comply with the following conditions:
  - a. Restore all common areas to a clean and useable condition that permits the resumption of Tenant operations after the Contractor ceases daily work.
  - b. Be responsible for control and security of Contractor-owned equipment and materials at the work site. Report to Port Security (phone (253) 383-9472) any missing/lost/stolen property.
  - c. Ensure all materials, tools and equipment will be removed from the site or secured within the designated laydown area at the end of each shift.
2. There are no hour restrictions associated with this location, although the Contractor shall comply with local ordinances with regard to noise and work hour restrictions. In the event that the Contractor is planning to work outside of the typical work hours (Monday-Friday 0700-1700) the Contractor is to notify the Engineer at least 3 working days in advance to arrange for the necessary inspection and testing as may be required.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - 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, using Microsoft Dynamic 365, or as directed by the Engineer..

### 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

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

##### C. Item #3: Field Engineering

1. Item Description: The Work of this item includes all work necessary for Field Engineering, verifying survey reference points, completion of pre and post-dredge surveys, installation and removal of tide boards, as described in these Specifications.
  2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
  3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.
- D. Item #4: Dredging.
1. Item Description: The Work of this item includes implementation of required best management practices associated with dredging operations; dredging of material as noted on the Drawings; loading into dump barges; transport and disposal of material in open water; and compliance, coordination and reporting requirements associated with open water disposal.
  2. Measurement: This item will be measured by the cubic yard based on a neat-line dredge cut volume calculation comparing the pre-dredge survey to the post-dredge survey performed after the removal of dredge material.
  3. Payment: This item will be paid for based on calculated quantities for the period being billed.
- E. Item #5: Debris Allowance.
1. Item Description: This allowance will be for compensation of costs associated with removal and disposal of regulated and non-regulated materials/waste encountered during dredging. Regulated materials/waste consists of creosote timber and piles, batteries, PCB's, and the like. Non-regulated materials consist of concrete, pipes, riprap, logs, wire, cable, steel bands, anchors, lumber, trash, etc. This bid item will be paid preferably as negotiated unit price(s) or lump sum(s). If unit prices or lump sums cannot be established, work will be paid on a time and materials basis per Section 00 72 00 General Conditions Article 8.0. Work under this bid item shall be accomplished upon written direction from the Engineer as a Minor Change in Work. This entire bid item may not be used.
  2. Measurement: This item will be measured based upon the method agreed upon for each Minor Change issued.
  3. Payment: This item will be paid for at the price agreed upon for each Change in Work issued by the Engineer in accordance with procedures noted in Section 01 26 00 - Change Management Procedures.
- F. Item #6: Dredging Standby.
1. Item Description: This item will be for compensation of costs associated with idle time created by Port or Tenant operations that prevent the Contractor from working as planned. This item is not for Inherent Delays as outlined in section 35 20 23 Dredging 1.07 C 1. Nor will this item be applied when the berth is at use during routine ship calls as outlined in 01 14 00 Work Restrictions 1.02 C 2.
  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 - EXEUTION - NOT USED**

**END OF SECTION**

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## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

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

### **1.03 METHOD TO CALCULATE ADJUSTMENTS TO CONTRACT PRICE**

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

### **1.04 MINOR CHANGES IN THE WORK**

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

### 1.05 PROPOSAL REQUESTS

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

### 1.06 PROCEEDING WITH CHANGED WORK

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

### 1.07 CHANGE ORDER PROCEDURES

- A. Issuance of Change Order

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

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## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 PREPARATION**

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

### **1.03 SUBMITTAL**

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION**

**3.01 SCHEDULE OF VALUES**

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SCOPE**

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

### **1.02 NOTICE TO PROCEED**

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

### **1.03 COORDINATION**

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

### **1.04 PROJECT MEETINGS**

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

3. Standard Agenda

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

C. Cost Meeting

- 1. A separate cost meeting may be set up by the Engineer to discuss RFI's (or any other issues) that may cause scope, schedule or monetary changes to the contracts in more detail than necessary at the progress meeting. The Engineer will arrange, host and provide an agenda for cost meetings. Attendees would include the Engineer, Contractor's job superintendent and others as invited.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 USER ACCESS LIMITATIONS**

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

### **1.03 CONTRACTOR TECHNOLOGY REQUIREMENTS**

- A. The Contractor is responsible for providing and maintaining web enabled devices capable of running Trimble Unity Connect, Microsoft Dynamics 365, and/or any other Port provided contract management application effectively.

### **1.04 CONTRACTOR SOFTWARE REQUIREMENTS**

- A. The Contractor is responsible for providing and maintaining the following:
  - 1. An office suite that is Microsoft Office 2021 compatible for generation and manipulation of correspondence.
  - 2. A program capable of editing, annotating and manipulating Adobe pdf files for inserting the Contractor's review stamp, clouding and adding notation to the files as necessary for review by the Engineer.

### **1.05 CONTRACTOR RESPONSIBILITY**

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

### **1.06 PORT RESPONSIBILITY**

- A. Provide the Contractor with the following:
  - 1. All forms necessary for application to obtain permissions to access Port web-based construction management applications as described above.
  - 2. Information, basic user guides and requirements on methods for using Port required contract management software.

3. Instruction for the Contractor's staff utilizing Port required contract management software.

**PART 2 - PRODUCTS - NOT USED PART 3 - EXECUTION**

**2.01 UTILIZATION OF PORT PROVIDED CONTRACT MANAGEMANT SOFTWARE**

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

**END OF SECTION**

## **PART 1 GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

- A. Within 10 days following execution of the contract, submit a baseline project schedule defining planned operations.
- B. If the baseline project schedule requires revision after review, submit revised baseline project schedule within 2 days.
- C. Within 5 days after review of baseline project schedule, submit draft of proposed complete baseline project schedule for review.
- D. Submit updated progress schedule monthly to the Engineer with each pay application as required in Section 01 20 00 Price and Payment Procedures.

### **1.03 QUALITY ASSURANCE**

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

### **1.04 SCHEDULE FORMAT**

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

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 BASELINE SCHEDULE**

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

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

### 3.02 PROGRESS SCHEDULE

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

### 3.03 UPDATING SCHEDULE

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

1. Progress in the last period.
2. Critical Path progress and schedule concerns.
3. Changes to schedule logic or sequencing of the work.

**END OF SECTION**

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## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTAL LOG**

- A. Contractor shall, within 5 days of contract execution prepare and submit for Engineer approval a detailed log of all the submittals required under this Contract, along with any other submittals identified by the Port or Contractor. The log shall include, but not be limited to, schedules, required construction Work plans, equipment and material cut sheets, shop drawings, project record documents, test results, survey records, record drawings, results of QC testing, and all other items for which a submittal is required. The submittal log shall be organized by CSI Specification Division, and Section number and include the following information:
1. Item Description
  2. Category
  3. Specification Section information of the applicable section
  4. After the submittal log is reviewed and approved by the Engineer, it shall become the basis for the submittal of all items by Contractor.

### **1.03 COMPLIANCE**

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

### **1.04 SHOP DRAWINGS AND MANUFACTURERS' LITERATURE**

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

### **1.05 SUBMITTAL REVIEW**

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

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

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION**

### **3.01 PREPARATION OF SUBMITTALS**

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

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

### 3.02 PRE-WORK SUBMITTALS

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

### 3.03 MAINTENANCE OF SUBMITTAL LOG

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

**END OF SECTION**

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## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

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

14. Name and qualification of person preparing the HASP and person designated to implement and enforce the HASP;
  15. Dredging and barge loading procedures;
  16. Lighting and sanitation; and
  17. Signatory page for site personnel to acknowledge receipt, understanding, and agreement to comply with the HASP.
- B. Prior to the start of any Work, the Contractor shall provide a site specific Spill Prevention, Control and Countermeasures (SPCC) Plan, which meets all the requirements of local, state and federal laws, rules and regulations.
- C. Contractor may submit the HASP and SPCC Plan as one comprehensive document or may submit the plans as separate documents.

#### 1.03 POTENTIAL CHEMICAL HAZARDS

##### A. Site Contaminants

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

##### B. Potential Exposures Routes

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

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

#### 1.04 POTENTIAL PHYSICAL AND OTHER HAZARDS

- A. The Work of the Contractor is described elsewhere in these specifications. Precautions to prevent all anticipated physical and other hazards, including heavy equipment and vessels, shall be addressed in the HASP.
- B. Specific aspects of construction resulting in physical hazards anticipated for this project include, but are not limited to the following:

1. Work over or adjacent to water, presenting hazards of falling into water, hypothermia from exposure to the elements, and drowning;
  2. Operation of marine equipment, including winches, dredges, and related equipment, entrapment, ensnarement, and being struck by moving parts hazards;
  3. Major hazards associated with earthwork impacts from moving construction vehicles and trucks, noise, thermal stress, contact with unguarded machines, excavation hazards (i.e., cave-in, utility, etc.), strains from heavy lifting, and reduced visibility and communications difficulties in work area; and
  4. Operation of equipment, presenting hazards of entrapment, ensnarement, and being struck by moving parts.
- C. Other anticipated physical hazards:
1. Heat stress, such as that potentially caused by impermeable clothing (may reduce the cooling ability of the body due to evaporation reduction);
  2. Cold stress, such as that potentially caused during times when temperatures are low, winds are high, especially when precipitation occurs during these conditions;
  3. Biological hazards, such as mold, insect stings, or bites, and
  4. Trips and falls.

## **PART 2 - PRODUCTS**

### **2.01 SAFETY SIGNAGE**

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

### **2.02 PRODUCTS SPECIFIED FOR HEALTH AND SAFETY**

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

### **PART 3 - EXECUTION**

#### **3.01 WORK AREA PREPARATION**

- A. Contractor shall comply with health and safety rules, regulations, ordinances promulgated by the local, state, and federal government, the various construction permits, and other sections of the Contract Documents. Such compliance shall include, but not be specifically limited to: any and all protective devices, equipment and clothing; guards; restraints; locks; latches; switches; and other safety provisions that may be required or necessitated by state and federal safety regulations. The Contractor shall determine the specific requirements for safety provisions and shall have inspections and reports by the appropriate safety authorities to be conducted to ensure compliance with the intent of the regulations.
- B. Contractor shall inform employees, subcontractors and their employees of the potential danger in working with any potentially regulated materials, equipment, soils and groundwater at the project site.
  - 1. The Contractor shall not proceed with jobsite activities that might result in exposure of employees to hazardous materials, including arsenic, until the HASP is reviewed by the Engineer.
- C. All Contractor employees expected to work at the jobsite or individuals entering the jobsite shall read the Contractor HASP before they enter the jobsite, and will sign a statement provided by the Contractor that they have read and understand the HASP. A copy of the Contractor's HASP shall be readily available at the site at all times the work is being performed.
- D. The Contractor's HASP shall be amended as needed by the CIH or CSP to include special work practices warranted by jobsite conditions actually encountered. Special practices could include provisions for decontamination of personnel and equipment, and the use of special equipment not covered in the initial plan.
- E. Contractor shall perform whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees of the Engineer, Engineer's Representative, and Contractor) and property during the Contract period. This requirement applies continuously and is not limited to normal working hours.
- F. The Engineer's review of the Contractor's performance does not include an opinion regarding the adequacy of, or approval of, the Contractor's safety supervisor, the site-specific HASP, safety program or safety measures taken in, on, or near the job site.
- G. Accidents causing death, injury, or damage must be reported immediately to the Engineer and the Port Security Department in person or by telephone or messenger. In addition, promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- H. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing within 24 hours after occurrence, to the Engineer, giving full details of the claim.

### 3.02 SITE SAFETY AND HEALTH OFFICER

- A. Contractor shall provide a person designated as the Site Safety and Health Officer, who is thoroughly trained in rescue procedures, has a minimum current 40-hour HAZWOPER certification (minimum), and trained to use all necessary safety equipment, air monitoring equipment, and gas detectors. The person must be available and/or present at all times while work is being performed, and conduct testing, as necessary.
- B. The Site Safety and Health Officer shall be empowered with the delegated authority to order any person or worker on the project site to follow the safety rules. Failure to observe these rules is sufficient cause for removal of the person or worker(s) from this project.
- C. The Site Safety and Health Officer is responsible for determining the extent to which any safety equipment must be utilized, depending on conditions encountered at the site.

### 3.03 SPILL PREVENTION AND CONTROL

- A. The Contractor shall be responsible for prevention, containment and cleanup of spilling petroleum and other chemicals/hazardous materials used in the Contractor's operations. All such prevention, containment and cleanup costs shall be borne by the Contractor.
- B. The Contractor is advised that discharge of oil, fuel, other petroleum, or any chemicals/hazardous materials from equipment or facilities into state waters or onto adjacent land is not permitted under state water quality regulations.
- C. In the event of a discharge of oil, fuel or chemicals/hazardous materials into waters, or onto land with a potential for entry into waters, containment and cleanup efforts shall begin immediately and be completed as soon as possible, taking precedence over normal work. Cleanup shall include proper disposal of all spilled material and used cleanup materials.
- D. The Contractor shall, at a minimum, take the following measures regarding spill prevention, containment and cleanup:
  - 1. Fuel hoses, lubrication equipment, hydraulically operated equipment, oil drums and other equipment and facilities shall be inspected regularly for drips, leaks or signs of damage, and shall be maintained and stored properly to prevent spills. Proper security shall be maintained to discourage vandalism.
  - 2. All land-based chemical, oil and products' storage tanks shall be diked, contained and/or located so as to prevent spills from escaping into the water. Dikes and containment area surfaces shall be lined with impervious material to prevent chemicals or oil from seeping through the ground and dikes.
  - 3. All visible floating sheen shall be immediately contained with booms, dikes or other appropriate means and removed from the water prior to discharge into state waters. All visible spills on land shall be immediately contained using dikes, straw bales or other appropriate means and removed using sand, sawdust or other absorbent material, which shall be properly disposed of by the Contractor. Waste materials shall be temporarily stored in drums or other leak-proof containers after cleanup and during transport to disposal. Waste materials shall be disposed offsite in accordance with applicable local, state and federal regulations.
  - 4. In the event of any oil or product discharges into public waters, or onto land with a potential for entry into public waters, the Contractor shall immediately notify the Port Security at their listed 24-hour response number:

a. Port Security: 253-383-9472

E. The Contractor shall maintain the following materials (as a minimum) at each of the project sites:

1. Oil-absorbent booms: 100 feet;
2. Oil-absorbent pads or bulk material, adequate for coverage of 200 square feet of surface area;
3. Oil-skimming system; and
4. Oil dry-all, gloves, and plastic bags.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 NOTIFICATION AND SUSPENSION**

- A. In the event the Contractor detects the presence of potentially regulated materials not previously identified in this specification, the Contractor shall stop work and immediately notify the Port. Following such notification by the Contractor, the Port shall in turn notify the various governmental and regulatory agencies concerned with the presence of regulated materials, if warranted. Depending upon the type of materials identified, the Port may suspend work in the vicinity of the discovery under the provisions of General Conditions.
1. Following completion of any further testing necessary to determine the nature of the materials involved, the Port will determine how the material shall be managed. Although the actual procedures used in resuming the work shall depend upon the nature and extent of the regulated material, the following alternate methods of operation are foreseen as possible:
    - a. Contractor to resume work as before the suspension.
    - b. Contractor to move its operations to another portion of the work until measures to eliminate any hazardous conditions can be developed and approved by the appropriate regulatory agencies.
    - c. The Port to direct the Contractor to dispose or treat the material in an approved manner.
    - d. The Port to terminate or modify the Contract accordingly, for unforeseen conditions.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

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## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 SUBMITTALS**

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

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 – EXECUTION**

### **3.01 AIR POLLUTION CONTROL**

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

### **3.02 NOISE CONTROL**

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

**END OF SECTION**

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## **PART 1 – GENERAL**

### **1.01 SUMMARY**

- A. The Work shall consist of the procedures to be followed in the event that cultural and/or historical resources are inadvertently discovered during the projects activities.
- B. The project is located in an area previously inventoried for cultural and historical resources; however it is possible that additional, previously unidentified archaeological resources and/or skeletal remains could be inadvertently discovered during project activities. In the event that prehistoric, historic-era archaeological materials or skeletal remains are discovered, the appropriate protection measures and protocols described in this section must be followed.

### **1.02 REFERENCES**

- A. The rules, requirements, and regulations that apply to this Work include, but are not necessarily limited to the following:
  - 1. See Appendix B - Inadvertent Discovery Plan

### **1.03 CONTACT INFORMATION**

- A. Port of Tacoma  
PO Box 1837, Tacoma, WA 98401  
Primary Contact: Mark Rettmann, Environmental Project Manager  
253. 383-5841
- B. Puyallup Tribe  
Attention: Tribal Chairman  
3009 Portland Ave, Tacoma, WA 98404  
Primary Contact: Brandon Reynon, Tribal Archaeologist/Cultural Regulatory Specialist  
253.573.7986
- C. US Army Corps of Engineers, Seattle District  
Project Manager – LeeAnn Simmons, 206.764.6901

## **PART 2 – PRODUCTS – NOT USED.**

## **PART 3 – EXECUTION**

### **3.01 PROTOCOLS FOR DISCOVERY OF ARCHAEOLOGICAL RESOURCES**

- A. In the event that archaeological resources are encountered within the project, the following actions will be taken:
  - 1. All ground disturbing and construction activity at the specific location will stop and the area will be protected via temporary fencing or other appropriate measures.
  - 2. The Contractor's work supervisor will be notified immediately.
  - 3. Contact the PORT's Engineer and Environmental Project Manager immediately.
  - 4. A work stoppage zone, as determined by the Archaeologist and PORT, will be established.

5. The PORT's Environmental Project Manager will contact the appropriate agencies where the discovery is located as well as the Washington State Department of Archaeology and Historic Preservation (DAHP) the Puyallup Tribe (TRIBE) and the U.S. Army Corps of Engineers (Corp).
6. The Work Stoppage Zone will remain protected until further decisions can be made regarding the area.
7. The Contractor will be allowed to continue ground disturbing and other construction activities outside of the established work stoppage zone.

### 3.02 PROTOCOLS FOR DISCOVERY OF HUMAN REMAINS

- A. In the event of that human remains are encountered within the project, the following actions, consistent with RCWs 68.50.645, 27.44.055 and 68.60.055 will be taken:
  1. All ground disturbing and construction activity at the specific location will stop and the area will be protected via temporary fencing or other appropriate measures. The remains will not be touched, moved or further disturbed.
  2. The Contractor's work supervisor will be notified immediately.
  3. Contact the Port's Engineer and Environmental Project Manager immediately.
  4. The Environmental Project Manager will notify the county medical examiner / coroner and local law enforcement.
  5. A Work Stoppage Zone will be determined and remain protected until further decisions can be made regarding the area.
  6. The Contractor will be allowed to continue ground disturbing and other construction activities outside of the established work stoppage zone.

### 3.03 PROTOCOLS FOR CONFIDENTIALITY

- A. In the event of that human remains or cultural resources are discovered within the project area, the Port and the Contractor shall keep and maintain all information regarding any discovery confidential.
  1. At no time shall the Contractor contact the media, any third party or otherwise share information regarding the discovery with any member of the public.
  2. If the Contractor is contacted by the media or the public regarding any discovery, they shall refrain from comment, and contact the Port's Environmental Project Manager immediately.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 PERMITS, CODES, AND REGULATIONS**

- A. The following permits/approvals have been applied for (or are on file) and incorporated into the Contract:
  - 1. State Environmental Policy Act (SEPA) Compliance DNS
  - 2. City of Tacoma Shoreline Exemption
  - 3. DMMP Suitability Determination up to 15,000 CY's
  - 4. Ecology Water Quality Certification Order # 23235
  - 5. Ecology CZM Certification
  - 6. Hydraulic Project Approval 2024-6-399+01
  - 7. U.S. Corps of Engineers (Corps) Individual Permit - Expected date Nov. 27, 2024
- B. Conform with the requirements of listed permits and additional or other applicable permits, codes, and regulations as may govern the Work.
- C. Obtain and pay fees for licenses, permits, inspections, and approvals required by laws ordinances, and rules of appropriate governing or approving agencies necessary for proper completion of Work (other than those listed under item 1.01.A above and Special Inspections called for by the International Building Code).
- D. Conform with current applicable codes, regulations and standards, which is the minimum standard of quality for material and workmanship. Provide labor, materials, and equipment necessary for compliance with code requirements or interpretations, although not specifically detailed in Drawings or specifications. Be familiar with applicable codes and standards prior to bidding.
- E. Process through Engineer, request to extend, modify, revise, or renew any of the permits (listed in 1.01.A above). Furnish requests in writing and include a narrative description and adequate Drawings to clearly describe and depict proposed action. Do not contact regulatory agency with requests for permit extensions, modifications, revisions, or renewals without the prior written consent of the Engineer.

### **1.02 VARIATIONS WITH CODES, REGULATIONS AND STANDARDS**

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

### **1.03 COORDINATION WITH REGULATORY AGENCIES**

- A. Coordinate Work with appropriate governing or regulating authorities and agencies.

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

1.04 COORDINATION WITH WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

- A. Notify WSFW and Area Habitat Biologist at least 3 days prior to start of construction and completion of construction.
- B. Engineer shall be copied on all communications with Agencies.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 – EXECUTION - NOT USED**

**END OF SECTION**

**PART 1 - GENERAL**

**1.01 SUMMARY**

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

**1.02 QUALITY ASSURANCE**

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

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

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## **PART 1 - GENERAL**

### **1.01 QUALITY CONTROL FOR COMPLIANCE:**

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

### **1.02 QUALITY ASSURANCE - CONTROL OF INSTALLATION**

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

### **1.03 TOLERANCES**

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

### **1.04 TESTING SERVICES**

- A. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities.
  - 1. Neither observations by an inspector retained by the Port, the presence or absence of such inspector at the site, nor inspections, tests, or approvals by others, shall relieve the Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.

- B. Necessary materials testing shall be performed by an independent testing laboratory during the execution of the Work and paid for by the Port of Tacoma, unless otherwise specified. Access to the area necessary to perform the testing and/or to secure the material for testing, shall be provided by the Contractor.
- C. Testing does not relieve Contractor from performing work to contract requirements.
- D. Re-testing required because of non-conformance to specified requirements will be charged to the Contractor by deducting testing charges from the Contract Sum via Change Order.
- E. Material testing for initial material approval will be performed by an independent, certified laboratory and paid for by the Contractor. These tests must be dated within six (6) months of the submittal date.
- F. Subsequent sampling and testing, required as the work progresses to ensure continual control of materials and compliance with all requirements of the Contract documents, shall be the responsibility of the Port, except as required by other sections of these Specifications.

#### 1.05 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up equipment, test, and adjust and balance equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer subject to approval of Engineer.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

#### **PART 2 - PRODUCTS - NOT USED**

#### **PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

**PART 1 - GENERAL**

**1.01 SUMMARY**

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

**1.02 TELECOMMUNICATIONS SERVICES**

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

**1.03 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

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**PART 1 - GENERAL**

1.01 SUMMARY

- A. This section includes requirements relating to the following:
  - 1. Parking

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION**

3.01 ACCESS TO SITE

- A. Contractor shall conduct all business through the gate assigned by the Engineer.
  - 1. Contractor may park vehicles in the Admin Parking lot located at 1 Sitcum Plaza
  - 2. Contractor may utilize the Port of Tacoma Float located adjacent to the parking lot to tie up tender vessel for dredging operations.

3.02 PARKING

- A. All Contractor's employee cars and work vehicles will be parked on-site as designated by the Engineer.

**END OF SECTION**

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## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

## **PART 2 - PRODUCTS- NOT USED**

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 PROTECTION OF INSTALLED WORK**

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

**END OF SECTION**

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## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

### **1.02 DESCRIPTION OF WORK**

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

### **1.03 REFERENCE STANDARDS**

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

### **1.04 SUBMITTALS**

- A. General submittals required for this Contract include:

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

- B. Pre- and Post-Dredge Surveys

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

- C. Post-Construction Surveying

1. The Contractor shall perform a post-construction bathymetric survey of the entire project site showing all constructed features. This survey shall include the final bathymetric finished elevation and grade line for the post dredge berthing areas.

### 1.05 QUALITY ASSURANCE

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

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION**

### 3.01 PROCEDURES

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

### 3.02 DREDGING SURVEYS

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

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

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

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION**

### **3.01 PROGRESS CLEAN-UP**

- A. The Contractor shall clean the project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with all requirements for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials for the type of material to be stored.
- B. Site: Maintain Project site free from waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the work.
- D. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 74 19 Construction Waste Management and Disposal.
- E. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration until Substantial Completion.
- F. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- G. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### **3.02 FINAL CLEANING**

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

- b. Remove tools, construction equipment, machinery, and surplus material from Project site.
- c. Leave Project clean and ready for occupancy.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. This section includes construction waste management requirements.

### **1.02 DESCRIPTION OF WORK**

- A. The work includes demolition and removal within the project areas as shown on the drawings. The work also includes waste generated by construction activities, materials, packaging, scraps, and garbage.
- B. Soils excavated within the projects areas, as shown on the drawings, are anticipated to be free of contamination, however, should the Contractor, using visual and olfactory methods, identify potentially contaminated soil, the Contractor shall notify the Engineer to determine if the soil requires special handling. This material shall be segregated from other excavated material. It shall be stockpiled on plastic and covered with plastic until such time as appropriate testing and analysis can be completed by the Engineer. Upon completion of the testing and analysis the Engineer will direct the Contractor concerning the disposition of the material. Soil beyond construction excavation limits will not require excavation unless free draining product is observed or other special conditions exist in which case the Engineer will direct the Contractor in additional excavation. Soils determined to be contaminated will be hauled and disposed of at a locations designated in the following paragraphs.

### **1.03 DEFINITIONS**

- A. Co-mingled or Off-site Separation: Collecting all material types into a single bin or mixed collection system and separating the waste materials into recyclable material types at an off-site facility.
- B. Construction, Demolition and Land-Clearing (CDL) Waste: Includes all nonhazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition, and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.
- C. Hazardous/Dangerous Waste: As defined by Chapter 70.105.010 Revised Code of Washington and 40 Code of Federal Register 261 and by Washington Administrative Code 173-303.
- D. Proper Disposal: As defined by the jurisdiction receiving the waste.
- E. Recyclable Materials: Products and materials that can be recovered and remanufactured into new products.
- F. Recycling: The process of sorting, cleaning, treating and reconstituting materials for the purpose of using the material in the manufacture of a new product. Can be conducted on-site (as in the grinding of concrete).
- G. Recycling Facility: An operation that is permitted to accept materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
- H. Salvage for Reuse: Existing usable product or material that can be saved and reused in some manner on the project site or other projects off-site.
- I. Salvage for Resale: Existing usable product or material that can be saved and removed intact (as is) from the project site to another site for resale to others without remanufacturing.
- J. Source-Separated Materials: Materials that are sorted at the site into separate containers for the purpose of reuse or recycling.

- K. Sources Separation: Sorting the recovered materials into specific material types with no, or a minimum amount of, contamination on site.
- L. Time-Based Separation: Collecting waste during each phase of construction or deconstruction that results in primarily one major type of recovered material. The material is removed before it becomes mixed with the material from the next phase of construction.
- M. Garbage: Product or material typically considered to be trash or debris that is unable to be salvaged for resale, salvaged and reused, returned, or recycled.
- N. Olfactory Indications (methods): Of or relating to the sense of smell. Soils contaminated with petroleum and other volatile constituents typically exhibit characteristic odors that can be detected (and sometimes identified) by smell.
- O. PID: Photo Ionization Detector. A field instrument that is used to detect the presence of and give a relative indication of the concentration of vapors emitted from volatile constituents (contamination) in environmental media (soil and water).
- P. Soil (waste) Profile: A characterization of the chemical and physical properties of a waste material including the types of contaminants and their concentrations as measured by approved laboratory analytical methods. A profile is required by the receiving permitted disposal or recycling facility.
- Q. Special Handling: Refers to hauling and disposal of soils that, because they are contaminated, cannot be reused in place as backfill or as general fill at another location. Such soils must be hauled to and managed at a permitted disposal or recycling facility.
- R. Type A Contaminated Soil: Soil that must be removed from the Project site and has been determined by the Engineer to contain petroleum hydrocarbons in concentrations exceeding state or federal cleanup standards or special Port determined criteria. Type A soil requires disposal at an approved facility.
- S. Type B Contaminated Soil: Soil that must be removed from the Project site and has been determined by the Engineer to contain petroleum hydrocarbons or other contaminants in concentrations that will require disposal or recycling at one of the approved facility.
- T. Type C Contaminated Soil: Soil determined by Engineer to contain unknown constituent(s) and requires further testing and classification. Type C soil requires disposal at one of the approved facility.
- U. Type D Material: Material including soil, determined by the Engineer not to require special handling with regard to this Contract. Classification of material as Type D material by the Port is not a certification nor does it release the Contractor of liability or obligation to meet any disposal or storage facility acceptance or testing requirements.
- V. Unanticipated Contamination: Contamination unexpectedly found in an excavation or in other locations where there is no prior knowledge, information, or history to indicate possible spills or releases of contamination.
- W. Visual Indications (methods): A preliminary evaluation of the potential presence of contamination based on visual observation. For example, fuel contaminated soils are frequently discolored or stained relative to non-petroleum impacted native soils or clean fill.

#### 1.04 SUBMITTALS

- A. Waste Management Plan

- B. Waste Management Final Report
- C. Soils Management Plan
- D. Soils Hauling Receipts

#### 1.05 PERFORMANCE GOALS

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

#### 1.06 WASTE MANAGEMENT PLAN

- A. Submit a Waste Management Plan within 10 days after the notice to proceed and not less than 5 days before any demolition activities in accordance with these specifications. Provide a Waste Management Plan in a format as approved by the Engineer.
- B. The Waste Management Plan shall include the following:
  - 1. Name of designated Waste Management Coordinator.
  - 2. A list of waste materials, including estimated types and quantities, of the waste that will be generated. Indicate salvaged for resale, salvaged for reuse, recycled, or disposed for each item.
  - 3. Identify waste handling methods to be used, including one or more of the following:
    - a. Method 1 - Contractor or subcontractor(s) hauls recyclable materials to an approved recycling facility.
    - b. Method 2 - Contracting with diversion/recycling hauler to haul recyclable material to an approved recycling or material recovery facility.
    - c. Method 3 - Recyclable material reuse on-site.
    - d. Method 4 - Recyclable material salvage for resale.
    - e. Method 5 - Contractor or subcontractor hauls waste to an approved disposal facility.

4. Identification of each recycling, disposal, or material recovery facility to be utilized, including name, address and types of materials being recycled at each facility.
  5. Description of the method to be employed in collecting, and handling, waste materials.
  6. Description of methods to communicate Waste Management Plan to personnel and subcontractors.
  7. Actions that will be taken to reduce solid waste generation.
- C. Revise and resubmit Waste Management plan as required by the Engineer. Approval of the Contractor's Plan does not relieve the Contractor of responsibility for compliance with all applicable laws and regulations. Distribute copies of the Waste Management Plan to each subcontractor.

#### 1.07 WASTE MANAGEMENT FINAL REPORT

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

#### 1.08 SOILS MANAGEMENT PLAN

- A. A minimum of 10 days prior to excavation of any subsurface materials, submit a Soils Management Plan to the Engineer. The Soils Management Plan must be approved by the Engineer prior to any excavation of subsurface materials. Include the following in the Soils Management Plan:
1. Identification of all soil disposal/recycling facilities to be used on the project for Type A and B Contaminated Soil.
  2. Identification of all fill sites, disposal facilities and/or end uses of material determined to be Type D Material.
  3. Contingency for delivery and placement of Type C Contaminated Soil at an onsite Soil Stockpile area.
  4. Contingency for managing debris encountered during excavation that may disqualify soil for disposal or recycle at the approve facilities.
  5. General description of how equipment operators, safety personnel and other applicable Contractor shall coordinate with the Engineer to facilitate handling of contaminated soil in accordance with this specification.
  6. Description of all haul routes to be used on the project.
- B. Include in the Two Week Look Ahead Schedule specific time frames for excavation. Each excavation activity shall be given an individual line item description, time frame and duration.

- C. Notify the Engineer prior to hauling contaminated soil to the soil disposal facility. The notification shall include:
  - 1. An estimate of the number of truck-trips, the haul destination, and the period in which these trips will be made (e.g., 20 truck-trips to the Waste Management Facility over the two-week period beginning on March 1, 2012).

#### 1.09 QUALITY ASSURANCE

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

#### 1.10 HEALTH AND SAFETY

- A. The Contractor is required to implement all health and safety provisions as required by Specification 01 35 29 - Health, Safety and Emergency Response Procedures.

### **PART 2 - PRODUCTS - NOT USED**

### **PART 3 - EXECUTION**

#### 3.01 WASTE DISPOSAL

- A. Source-Separated CDL Recycling: Provide individual containers for separate types of CDL waste to be recycled, clearly labeled with a list of acceptable and unacceptable materials.
- B. Co-Mingled CDL Recycling: Provide containers for co-mingled CDL waste to be recycled, clearly labeled with a list of acceptable and unacceptable materials.
- C. Landfill: Provide containers for CDL waste that is to be disposed of in a landfill clearly labeled as such.
- D. Removal of CDL Waste from Project Site: Transport CDL waste off Port's property and provide legal disposal.

#### 3.02 SOIL DISPOSAL

- A. Excavation/Testing: The field-testing for contaminated soil will be performed by the Port and will result in the following classification of material as defined in paragraph DEFINITIONS of this section:
  - 1. Type A Contaminated Soil.
  - 2. Type B Contaminated Soil.
  - 3. Type C Contaminated Soil.
  - 4. Type D Material.
- B. Disposition of Material
  - 1. Type A and B Contaminated Soil: Material determined to be Type A or B Contaminated Soil shall be hauled by the Contractor to an approved facility for disposal.

2. Type C Material: Material determined to be Type C is of unknown origin or special circumstances. Material determined to be Type C contaminated soils shall be hauled to an onsite Soil Stockpile Site area. The Contractor shall protect the material once stockpiled. The Port will direct the Contractor on the disposition of the material following the analysis of the suspect material.
3. Type D Material: Material determined not to require special handling (Type D) shall be hauled by the Contractor to a site determined by the Contractor. If testing or certification of this material is required by the receiving site, the Contractor shall complete these requirements. The Port will not certify or declare the material suitable for unrestricted use.

C. Other Requirements

1. Cover all soil stockpiles and maintain stockpile areas in accordance with SECTION 01 57 13 - Temporary Erosion and Sediment Control and Construction Stormwater Pollution Prevention.
2. Material determined to be Type A, Type B or Type C contaminated material may be, upon approval of the Engineer, temporarily stockpiled within the construction area. Provide an impervious liner beneath this soil and securely cover with a waterproof covering. Remove the material prior to completion of work in the work area.
3. Submit all hauling receipts (or copies of receipts) from the receiving facility for all Type A, Type B or Type C Contaminated soil at least weekly.
4. The Engineer may require shut down of excavation should unforeseen condition warrant.

**END OF SECTION**

## **PART 1 GENERAL**

### **1.01 SUMMARY**

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

### **1.02 DEFINITIONS**

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

### **1.03 SUBMITTALS**

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

#### 1.04 PERFORMANCE GOALS

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

#### 1.05 WASTE MANAGEMENT PLAN

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

#### 1.06 WASTE MANAGEMENT FINAL REPORT

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

#### 1.07 QUALITY ASSURANCE

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

### **PART 2 - PRODUCTS - NOT USED**

### **PART 3 - EXECUTION**

#### 3.01 SOURCE-SEPARATED CDL RECYCLING

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

#### 3.02 CO-MINGLED CDL RECYCLING

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

#### 3.03 LANDFILL

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

#### 3.04 REMOVAL OF CDL WASTE FROM PROJECT SITE

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

**END OF SECTION**

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## **PART 1 - GENERAL**

### **1.01 SUMMARY**

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures
  - 2. Final completion procedures
  - 3. As-Built Drawings

### **1.02 PROJECT SUBMITTALS**

- A. Record Drawings
  - 1. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous recordkeeping requirements and submittals in connection with various construction activities.

### **1.03 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request:
  - 1. Submit closeout submittals specified in individual Sections, including final certifications, and similar documents.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request:
  - 1. Terminate and remove temporary facilities from Project site
  - 2. Complete final cleaning requirements
- D. Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to the date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Notice of Substantial Completion after inspection or will notify Contractor of items, either on the Contractor's list or additional items identified by the Engineer, that must be completed or corrected before notice will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for final completion.

### **1.04 FINAL COMPLETION PROCEDURES**

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete and submit the following:
  - 1. Submittal of all remaining items, including as-built documents, final completion construction photographic documentation, damage or settlement surveys, surveys, and similar final record information and all other submittals defined in the Contract Documents.

2. List of Incomplete Items: Submit copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (Punch List). Copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be complete and ready for final inspection and tests. On receipt of request, the Engineer will either proceed with inspection or notify contractor of unfulfilled requirements.
  1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- C. Execution of all Change Orders.

#### 1.05 FINAL ACCEPTANCE PROCEDURES

- A. Submittals Prior to Final Acceptance:
  1. Receipt and approval of application for final payment; due within seven (7) days of receipt of Final Completion by the Engineer;
  2. Contractor's signed waiver and release of claims on the Engineer provided form;
  3. Contractor's submittal of list of all suppliers and subcontractors and the total amounts paid to each on the Engineer provided form; and
  4. Contractor's submittal of a list of all subcontractors and suppliers requiring Affidavits of Wages paid on the Contract and certify that each of companies will submit an approved Affidavit of Wages paid to the Port within 30 days.
- B. The Engineer will issue the Final Acceptance Memo upon receipt of the required submittals.

### PART 2 - PRODUCTS

#### 2.01 AS-BUILT DRAWINGS

- A. Project As-Built Drawings: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
- B. Project As-Built Drawings shall be compiled by the Contractor and submitted to the Engineer for translation to the Record Drawings on a monthly basis.
  1. The Project As-Built Drawings will be submitted on paper full-sized (ANSI D) copy.
  2. Drawings shall be kept current and shall be done at the time the material and equipment is installed. Annotations to the record documents shall be made with an erasable colored pencil conforming to the following color code:
    - a. Additions – Red
    - b. Deletions – Green
    - c. Comments – Blue
    - d. Dimensions – Graphite
  3. Project As-Built Drawings must be complete and accepted by the Engineer before Final Completion is issued.

4. As-Built Drawings shall be in accordance with horizontal and vertical control as shown on the drawings.

### **PART 3 – EXECUTION**

#### **3.01 MAINTENANCE OF AS-BUILT DRAWINGS**

- A. The Contractor shall maintain at the Project site, in good order for ready reference by the Engineer, one complete copy of the Contract Documents, including Addenda, Change Orders, other documents issued by the Port, a current Progress Schedule, and approved Submittals. The Contractor shall also generate and keep on site all documents and reports required by applicable permits.
- B. The Contractor's As-Built Drawings shall be updated to record all changes made during construction. The location of all existing or new underground piping, valves and utilities, and obstructions located during the Work shall be appropriately marked until the Contractor incorporates the actual field dimensions and coordinates into the as-built drawings. The as-built drawings shall be updated at least weekly and before elements of the Work are covered or hidden from view. After the completion of the Work, the as-built drawings shall be provided to the Port.

**END OF SECTION**

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## PART 1- GENERAL

### 1.01 DESCRIPTION OF WORK

- A. The work consists of maintenance dredging of berthing areas at TOTE Berth in the Blair Waterway. The work also consists of segregating debris from dredged sediment if encountered.
- B. All dredged material within the dredging prism shall be dredged using water-borne mechanical dredging equipment. All sediment to be dredged has been determined suitable for open-water disposal. All dredged sediment shall be transported by bottom-dump barge to the Dredged Material Management Program (DMMP) Commencement Bay Open-Water Dredged Material Disposal Site.
- C. The Contractor shall furnish all labor, materials, tools, equipment and supervision necessary to mechanically dredge the areas (Open Water Dredging Area and Slough Relief Dredging Area) shown on the Drawings to the required elevations and grades, dispose of the materials as described on the Drawings and these specifications and in strict compliance with the permits.
  - 1. Construction Period
    - a. The work described in the following paragraphs shall be performed in compliance with the work sequence and schedule constraints described in Section 01 14 00 – Work Restrictions.
  - 2. Dredging and Disposal
    - a. Dredging Prism:
      - i. The required dredge elevations are shown on the Drawings.
      - ii. Final dredge elevations shall be no higher than required dredge depth shown on the Drawings.
      - iii. Slough relief dredging shown on the Drawings will extend landward from the dredge toe at a 2H:1V slope and includes under-pier areas.
      - iv. Over-dredge depth at the existing riprap toe shown on the Drawings is unpaid. The maximum allowable over-dredge depth is 0.5 feet at the existing riprap toe.
      - v. Beyond the existing riprap toe, the payable over-dredge depth is 1 foot and the maximum allowable over-dredge depth is 2 feet.
      - vi. See paragraph 1.04 – Definitions for additional information regarding the dredging areas and payable over-dredge depth.
    - b. The Contractor shall take all necessary precautions to limit damage to the existing riprap slope and toe.
    - c. The Contractor shall use all available means to prevent material from reentering the water once it has been dredged and shall be responsible for dredging any deposition of material outside of the dredge area that occurs

from spillage during dredging as determined through review of pre-, progress/intermediate, and post-dredge surveys.

- d. Disposal of sediment at the Commencement Bay Open-Water Dredged Material Disposal Site: The dredged material shall be loaded onto bottom-dump barges and transported to the Washington Department of Natural Resources (DNR) Commencement Bay Open Water Dredged Material Disposal Site for disposal. Debris and riprap as defined herein shall not be disposed of at the DMMP site.

#### 1.02 QUALITY ASSURANCE

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

#### 1.03 REFERENCE STANDARDS

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

#### 1.04 DEFINITIONS

##### A. Debris:

- 1. Debris is defined as any solid waste materials other than sediment excavated as part of the dredging operations, such as riprap, logs, wire, cable, steel bands, anchors, lumber, trash, timber piles, concrete, concrete piles, concrete pile cutoffs, steel pipe, ecology blocks, etc. In accordance with the DMMP Suitability Determination, debris shall not be disposed of at the DMMP disposal site. Debris shall be washed onsite prior to upland disposal and disposed of at a Port of Tacoma (Port) approved upland landfill facility in accordance with applicable local, state and/or federal regulations.

##### B. Dredged Sediment:

- 1. Dredged Sediment is defined as in-situ or sloughed sediments within the required dredging prism located above the design dredge elevations and within allowable over-dredge cuts. Material is assumed to consist of a combination of silts, sands, and gravels.

##### C. Dredged Material:

- 1. Dredged Material is defined as all material, including sediment and debris, that is excavated as part of the dredging operations. Debris and rock shall be separated from the sediment prior to disposal.

##### D. Debris Screen:

- 1. A Debris Screen shall be used to separate debris from dredged sediment. The Debris Screen shall meet the following minimum requirements:
  - a. Maximum mesh opening clear dimension of 12 inches by 12 inches. The mesh shall be rigid and shall not open or expand to greater than the maximum clear dimension while in use.
  - b. Debris Screen shall be used on the dredge disposal barges or dump scows and shall be designed and constructed to contain all material deposited by the dredge bucket. During use of the debris screen, the entire bucket load of

dredged material shall be deposited on the screen for separation of debris. Spillage of dredged material over the edges of the screen is not permitted.

- c. Screen shall be designed by the Contractor to accommodate separating debris from dredge material and shall be compatible with the Contractor's proposed work plan, means, methods, and equipment used for dredging. The screen shall be durable and capable of resisting the loads associated with segregating and removing debris from large quantities of dredged sediment.

E. Required Dredging:

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

F. Open Water Dredging Area:

1. Open Water Dredging Area is defined as the area within the dredging prism where dredging operations occur waterward of the existing riprap toe, slope and piers.

G. Riprap Toe Dredging Area:

1. Riprap Toe Dredging Area is defined as the area within the dredging prism where the existing riprap toe is within 2 feet vertically of the Required Dredging and Slough Relief Dredging Areas shown on the drawings.

H. Slough Relief Dredging Area:

1. Slough Relief Dredging Area is defined as the area within the dredging prism where dredging operations occur landward of the dredge toe at a 2H:1V slope including under piers as shown on the Drawings. An existing riprap slope is present in this area and extends up from the existing toe to the crest of the bank. Slough Relief Dredging is not required.

I. Payable and Maximum Allowable Over-dredge Depth:

1. Open Water Dredging:
  - a. Dredging up to 1 foot below the depth of Required Dredging waterward of the existing riprap toe will be paid for to account for equipment tolerances. Payment will not be made for removal and disposal of material deeper than 1 foot below the depth of Required Dredging. Dredging shall not exceed 2 feet below the depth of Required Dredging shown on the Drawings waterward of the existing riprap toe.
2. Riprap Toe Dredging:
  - a. Dredging up to 0.5 feet below the depth of Required Dredging at the existing riprap toe will be allowed to account for equipment tolerances. Payment will not be made for removal and disposal of dredged material deeper than the depth of Required Dredging. Dredging shall not exceed 0.5 feet below the depth of Required Dredging shown on the Drawings at the existing riprap toe.
3. Slough Relief Dredging:
  - a. Slough relief payable over-dredge depth is measured 1 foot vertically from the Slough Relief Dredging Area shown on the Drawings but is not to extend into the existing riprap toe. Payment will not be made for removal and

disposal of material below the payable over-dredge depth. The maximum allowable over-dredge depth is 2 feet vertically from Slough Relief Dredging Area shown on the Drawings but is not to extend more than 0.5 feet into the existing riprap toe. Dredging shall not exceed the max allowable overdepth shown on the Drawings.

J. Excessive Dredging:

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

K. Slough Material:

1. Slough material is sediment on a side slope that loses toe support and sloughs into the dredge prism from the slope above as a result of making an over-steepened slope while grading along the toe of dredging. Some sloughing of sediment material from the side slope and under-pier areas is expected. The Contractor shall remove such material until the Required Dredge Elevation is met. The anticipated side slope throughout the berth is approximately 2H:1V from the toe of dredge cut up to the daylight line on the existing slope. Material sloughed into the dredge cut area from the side slopes shall be removed by the Contractor up to the time of completion and prior to conducting the post-dredge survey.

L. Pay Volume:

1. Pay Volume is the quantity of dredged material calculated on an in-situ basis using pre- and post-dredge survey information and shall not include any calculated volume below the design depth plus any applicable payable over-dredge depth.

#### 1.05 PRE-CONSTRUCTION SUBMITTALS

A. Dredging and Disposal Work Plan (DDWP):

The Contractor shall submit a detailed written Dredging and Disposal Work Plan (DDWP) to address activities associated with dredge work. The DDWP shall be submitted to the Engineer at least 14 days prior to dredging. Dredging shall not begin until: 1) the Plan has been reviewed and approved by the Port and applicable DMMP regulatory agencies; 2) agency-required notifications have been completed in accordance with the permits and the DMMP Suitability Determination; and 3) the Contractor schedules and attends a Pre-dredge Meeting with the Port and the DMMP agencies as required by the permits and the DMMP Suitability Determination, and receives Port approval to begin dredging as a result of that meeting.

At a minimum, the DDWP shall contain the following:

1. Work Sequence and Equipment

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

- h. Coordinates of the DMMP Disposal Site
- 4. Debris Removal
  - a. Procedures and equipment for collecting and disposing of submerged and floating debris encountered during dredging operations.
  - b. Procedures and equipment for offloading, washing, stockpiling (if necessary), transport, and disposal of debris separated from the dredged material. This shall include methods to prevent spillage of material back into the water and cleanup of the barge and materials to allow for proper disposal.
- 5. Prevention of Interference with Navigation
  - a. Notification and procedures to be used for moving dredging equipment to accommodate inbound and outbound commercial vessel traffic using the surrounding waterway. The operations of commercial business shall have precedence over related bid items of work in accordance with Section 01 14 00 – Work Restrictions.
- 6. Contractor Quality Control Plan
  - a. Organization chart with key personnel and supervisory chain. At a minimum, the Contractor shall identify the following key personnel: superintendent, dredge operator(s), water quality monitoring lead (or firm that the Contractor has hired to conduct monitoring), hydrographic survey lead (or firm that the Contractor has hired to perform progress surveys), and other key personnel deemed necessary by the Contractor for the successful implementation and completion of this work. Contact information shall be provided for the project superintendent and the dredge superintendent.
  - b. Quality control methods and procedures.
- 7. Water Quality Protection, Monitoring, and Notification Procedures
  - a. The Contractor shall be subject to the requirements and procedures specified in the Water Quality Monitoring and Protection Plan (WQMPP) and all related regulatory permits, including the DMMP Suitability Determination. Provide written acknowledgement of understanding of all requirements and procedures contained in these documents with respect to water quality monitoring, best management practices (BMPs), debris management, and notification procedures associated with dredge operations. Written acknowledgement shall be provided in the form of a signed letter from the Contractor to the Port as well as signed Attachment A to the Water Quality Certification (WQC).
  - b. Proposed methods and procedures for monitoring water quality in strict compliance with the WQMPP and applicable regulatory permit documentation.
  - c. The personnel and equipment that will be used to monitor water quality during the project, including calibration procedures, frequency of calibration, and expiration date of calibration standards.
  - d. Contingency measures to be implemented if water quality violations occur.

- B. Washington State Department of Natural Resources (DNR) "Plan of Operation for Use of Open Water Disposal Site" certification form to be submitted to the Port by the Contractor. The Port will submit the Plan of Operations with the DNR Site Use Authorization directly to DNR.
- C. Pre-dredge Survey data provided to the Port for review and approval at least (7) business days prior to the start of sediment dredging.

#### 1.06 CONSTRUCTION SUBMITTALS

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

#### 1.07 SITE CONDITIONS

- A. Character of Materials
  - 1. Anticipated materials to be dredged include sediments and debris. See paragraph 1.04 – Definitions for additional information regarding dredged material, dredged sediment, and debris.
- B. Hard Materials
  - 1. Hard material in its natural state is defined as material requiring blasting, and includes boulders or fragments too large to be removed in one piece by the dredging equipment. Hard material is not anticipated to be encountered under this contract. Contractor shall notify Engineer if hard material is encountered.
- C. Inherent Delays
  - 1. The Contractor shall anticipate inherent delays while conducting dredging operations in the waterway or disposal operations in Commencement Bay. Inherent delays are primarily due to commercial shipping traffic within the shipping channel. Commercial shipping traffic shall have precedence over the Contractor's activities and may require them to stop, move, adjust, and/or slow down to accommodate vessel movement. The Contractor shall make allowance in its construction schedule for delays or interruptions due to vessel movement within the shipping channel in the waterway. The bid prices shall include allowances for such inherent delays.
- D. Interference with Navigation
  - 1. The Blair Waterway and Commencement Bay are active navigation corridors used for transport of deep-draft commerce activities. These activities shall take priority over the Contractor's operations. The Port's tenants and other entities

using the waterway must have access along the project site for the duration of the construction contract. The Contractor shall conduct its operations in a manner that will minimize interference with those activities. In the event that the Contractor's construction equipment (dredge, dump scows, tug, floats, barges, workboats, anchors, lines, etc.) obstructs the navigable waterway so as to hinder movement of commercial vessels, the equipment shall immediately be moved to facilitate the shipping activity.

E. Protection of Existing Facilities

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

F. Security Concerns

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

1.08 MISPLACED MATERIAL

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

1.09 DREDGING AND DISPOSAL REGULATORY COMPLIANCE

- A. Permits and Compliance. The Contractor shall be responsible for adhering to all applicable provisions, conditions and requirements of the permits and the DMMP Suitability Determination.
1. Permits that include conditions for dredging in the Blair Waterway, disposal of dredged materials, and associated activities are included in the Appendix of these Specifications.

2. The Contractor is responsible for notifying various regulatory agencies prior to commencing dredging, as required by the project permits. These notifications typically include the USACE and the Washington Departments of Natural Resources, Ecology, and Fish and Wildlife. The Contractor shall work with the Engineer to ensure notifications are made within the time constraints noted in the project permits. The Contractor shall copy the Engineer on all Agency notifications.
3. For open water disposal of sediment, the Port will obtain Washington State Department of Natural Resources (DNR), Disposal Site Use Authorization to Utilize Open Water Disposal Site prior to the start of dredging:
  - a. Upon execution of this contract, the Port will endorse the DNR "Open Water Disposal Site Use Authorization" permit as "Grantee". Upon execution of this contract, the Port will transfer the permit to the Contractor and, as a part of this Contract, the Contractor shall assume all duties, obligations, and liabilities imposed herein/therein.
  - b. Operational requirements do not prohibit discharge operations of dredge material at the DMMP site from dusk to dawn; however, any proposed night time disposal operations must be coordinated with and approved by the Port, USACE, and the Tribe. The Contractor shall request approval for a disposal operations schedule at the Pre-dredge Meeting.
  - c. Within 15 days of Contract execution and at least 30 days prior to dredging, the Contractor shall complete the DNR "Plan of Operation for Use of Open Water Disposal Site" certification form and submit it to the Port for submittal to DNR.
  - d. The Contractor shall comply with all DNR disposal regulations and reporting requirements, including but not limited to, the following:
    - 1) The Contractor shall become familiar with and adhere to DNR disposal site discharge procedures and reporting requirements.
    - 2) The Contractor shall notify DNR 24 hours prior to disposal at the open water site.
    - 3) The Contractor shall verify and record barge location at the initiation and completion of discharge, including the horizontal distance from the center of the disposal site.
    - 4) The Contractor shall complete "Disposal Site Use Reports" at the time of each disposal event and "Monthly Disposal Statement" forms as required by DNR.
    - 5) The DNR reporting week begins on Monday and ends the following Sunday. Disposal Site Use Report forms must be filled out in their entirety and submitted to the Engineer by noon on Monday of the week following the week being reported.
    - 6) Monthly Disposal Statement forms must be completely filled out and submitted to the Engineer with a transmittal letter, no later than the 19th day of the month following the month being reported.

- 7) Failure to provide forms in accordance with the above schedule may result in suspension or termination of the Site Use Authorization. The Contractor will be held responsible and liable for any damages, penalties, and/or delay costs incurred by the Port as a result of suspension or termination of the Site Use Authorization.
  - 8) The Contractor shall provide the Engineer with the originals of all disposal site use reports and forms to be submitted to DNR.
  - 9) The Port will pay directly to DNR all fees associated with the permit and dumping operation except that Contractor shall pay for any penalty or damage fees imposed by DNR for material dumped off-site, or other unauthorized disposal operations.
- B. Any conflicts between these contract specifications and issued permits will be brought to the attention of the Engineer. Nothing whatsoever shall be deemed to authorize violation of project permits.
- C. The Contractor shall grant access to its dredge derrick(s), barge(s), tug(s), and all other equipment mobilized for the project for inspection purposes, to the Port or to any Port-designated representative, and to representatives of the local, State and Federal agencies issuing the aforementioned permits.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION**

### **3.01 ORDER OF WORK**

- A. The Contractor shall remove and dispose of sediment within the dredging prism to the required elevations and grades as shown on the Drawings in compliance with the work sequence and schedule constraints described in Section 01 14 00 – Work Restrictions.
- B. Once required dredging is completed, the Contractor shall conduct a post-dredge survey and submit this survey to the Port for determination that required elevations and grades have been met.
- C. If the post-dredge survey indicates that high spots remain above the required dredge elevations, then the Contractor shall remove such high spots to the satisfaction of the Engineer.

### **3.02 DREDGE SURVEYS**

- A. General
  1. All survey work shall be performed by the Contractor using full coverage multi-beam equipment.
  2. All hydrographic surveying shall be performed in accordance with ACOE EM-1110-2-1003 – Hydrographic Surveying.
  3. Accuracy for measured depth shall be +/- 3 inches; accuracy of horizontal position shall be +/- 2 feet.
  4. See Section 01 71 23 – Field Engineering for additional survey requirements.
- B. Pre- and Post-Dredge Surveys

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

### 3.03 CONDUCT OF WORK

#### A. Layout of Work

1. The Contractor shall furnish, set and maintain in good order, all ranges, buoys and other markers necessary to define the Work. The Contractor shall also establish and maintain automated gages (tide boards) in locations where they may be clearly seen at all times during operations and inspection. The tide gauge shall provide a continuous recording of tidal change for every 15-minute interval or each 0.1-foot change, whichever occurs first. Tidal changes shall be visually provided to the dredge operator at all times during the dredging process to allow proper adjustment of dredge depth. The Contractor may be required to suspend

dredging when the gages or ranges cannot be seen and/or are not providing continuous records at the minimum intervals stipulated herein.

2. An accurate method of horizontal and vertical control shall be established by the Contractor before dredging may begin. The proposed method and maintenance of the horizontal and vertical control system shall be subject to the approval of Engineer and if, at any time, the method fails to provide accurate location for the dredging operations, and the Engineer's inspection, the Contractor may be required to suspend its dredging operations at no additional cost to the Port.
3. It shall be the responsibility of the Contractor to maintain all points established for the work until authorized to remove them. If such points are destroyed by the Contractor or disturbed through its negligence prior to an authorized removal, they shall be replaced by the Contractor at its own expense.

B. Positioning Equipment and Methods

1. Dredge equipment shall be equipped with sensors and instrumentation to measure and display the real-time depth and horizontal position of the dredge bucket using differential global positioning system (DGPS) with dredge bucket logging capabilities (WINOPS software or equivalent). Use reliable and accurate DGPS equipment and an automated tide gauge, calibrated to the horizontal and vertical datums identified on the Drawings, to accurately determine the horizontal and vertical position of the dredge bucket. Depths shall be corrected for tidal conditions at the time of the survey. Dredge depth vertical control for dredging shall be accurate to at least  $\pm 3$  inches. Accuracy of horizontal dredge positioning shall be within  $\pm 2$  feet.

C. Dredging

1. Dredging shall be performed using mechanical methods only.
2. The Contractor shall excavate the required dredge prism(s) to the lines, grades, slopes and elevations shown on the Drawings. Each pass of the dredge bucket shall be complete and there is to be no stockpiling of sediment underwater. Leveling of the completed dredging surface by dragging a beam or sweeping the clamshell bucket will not be permitted unless approved by the Port.
3. A debris screen shall be used to separate rock and other debris from dredged sediment prior to disposal. Debris shall be washed onsite prior to upland disposal at a Port approved disposal facility. The Port will work with the Contractor regarding disposal of rock debris on Port property.
4. The Contractor shall make every effort to avoid damaging the existing riprap slope and toe with dredging equipment. Any damage to the existing riprap slope and toe caused by the Contractor's operations, as determined by the Engineer, shall immediately be repaired to the pre-project condition at the Contractor's expense.
5. Dredging performed at the existing riprap toe shall not disturb the existing riprap on the slope or toe. The Contractor shall immediately stop dredging and notify the Engineer of encountered riprap to determine the course of action to be taken.
6. The dredge bucket shall remain a minimum of 2 feet away from existing structures. The Contractor shall not contact the pier/wharf structure(s) with dredging equipment before, during, or after the dredging operations. Any damage

- to the existing structures at Tote Berth caused by the Contractor's operations, as determined by the Engineer, shall immediately be repaired to the pre-project condition at the Contractor's expense.
7. The Contractor shall pay particular attention to the conditions of issued permits, applicable regulations, and authorizations requiring minimizing turbidity and loss of suspended sediments during dredging and transport operations and adherence to water quality requirements. See Appendix A.
  8. If dredging is conducted at dusk or at night, the Contractor shall ensure that sufficient light is provided for visual monitoring of the dredge prism for turbidity, as well as visual inspection for debris and large rocks within the disposal barge.
  9. The Contractor shall make the cut to the lines and grades shown on the Drawings. No undercutting (i.e., excessive dredging) at toes of cuts will be allowed.
  10. Upon completion of the work, but not until final acceptance by the Engineer, the Contractor shall promptly remove the dredging rig and associated equipment, including ranges, buoys, piles, and other markers or obstructions placed by the Contractor in the water or on shore.

### 3.04 TRANSPORTATION AND DISPOSAL OF DREDGED MATERIALS

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

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

#### B. Vessel Traffic Service (VTS)

1. The Contractor shall contact the USCG VTS by radio before disposal for positioning and verification of location within the surface target zone. Disposal may not commence until verification is received from U.S. Coast Guard. The Contractor must also report the vessel position, tug, barge, skipper's name, DNR permit number and the time dumping begins and ends.
2. Signal lights shall be displayed and operations shall be conducted in accordance

with the regulations of local port and harbor authorities and by the applicable regulations of Code of Federal Regulations, Title 33 – Navigation and Navigable Waters, as required by the Department of the Army and the U.S. Coast Guard.

C. Disposal Log

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

3.05 WATER QUALITY MONITORING

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

3.06 DREDGE REPORTS

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

3.07 DEBRIS MATERIAL

- A. Anchors, chains, straps, and other articles or debris brought to the surface during the course of the dredging operations shall remain the property of the Contractor and shall be disposed of at an approved off-site location per Section 01 74 19 – Construction Waste Management and Disposal. Debris shall be washed onsite prior to upland

disposal. Hazardous material/waste, consisting of creosote piles, batteries, PCB's and the like shall be disposed of in accordance with applicable Federal, State and local regulations. When such material/waste is encountered, the Contractor shall immediately notify the Engineer to determine the course of action to be taken. The Contractor will be compensated for costs associated with handling and disposal of debris encountered during dredging through Bid Item #8 – Dredge Debris Removal Allowance.

**END OF SECTION**

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# **Appendix A**

## **Permits**

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**DETERMINATION OF NONSIGNIFICANCE**  
**WAC 197-11-970****Project Name:** Port of Tacoma—TOTE Berth Maintenance Dredge

**Description of proposal:** The Port of Tacoma (Port) proposes to perform maintenance dredging of ship berths at the Port's Totem Ocean Express Terminal (TOTE) to restore the authorized depth of -40 ft Mean Lower Low Water (MLLW). The total estimated dredge volume is 15,000 cubic yards including an incidental 2 foot over dredge allowance (-42 ft MLLW). The dredge material will be sampled and characterized by the Port and the Dredge Material Management Program (DMMP) to determine disposal location. Suitable dredge material will be placed at the Commencement Bay open water dredged material site. Unsuitable material will be placed at an approved upland site. There is no proposed change of use.

**Proponent:** Port of Tacoma

**Location of proposal, including street address, if any:** The project location is the berth areas of the Port's TOTE Terminal (500 E Alexander Ave Tacoma, WA 98421).

**Lead agency:** Port of Tacoma

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

**Comments:** This Determination of Non-Significance (DNS) is issued under Chapter 197-11-340(2) Washington Administrative Code (WAC). Pursuant to Port policy, all interested parties shall have fourteen calendar days to comment on the proposed SEPA threshold determination. The lead agency will not act on this proposal for fourteen days from the start date of the comment period described below. Comments shall be submitted to the Port of Tacoma, Environmental Programs, C/O Heather Curbow at One Sitcum Plaza, Tacoma, WA 98421 or at the Port's SEPA email at [sepa@portoftacoma.com](mailto:sepa@portoftacoma.com)

**Responsible official:** Jason Jordan**Position/title:** Director, Environmental and Planning Programs**Signature:**   
Jason Jordan (Jan 18, 2024 13:38 PST)

Date: Jan 18, 2024

**Comment Start Date:** January 19, 2024**Comment End Date:** February 1, 2024

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City of Tacoma  
Planning and Development Services

July 26, 2024

Stanley Sasser  
Port of Tacoma  
One Sitcum Plaza  
Tacoma, WA 98421

via email: [ssasser@portoftacoma.com](mailto:ssasser@portoftacoma.com)

RE: **LU24-0047 - Shoreline Substantial Development Permit Exemption** for the  
Port of Tacoma (TOTE) Maritime Alaska Terminal Maintenance Dredging  
500 East Alexander Ave., Parcel No. 5000350011

Dear Mr. Sasser:

You have requested a shoreline exemption for maintenance dredging at the Maritime Alaska Terminal (TOTE), located on the Blair Waterway.

The Port of Tacoma (Port) proposes to dredge sediment mounds and shallower berth elevations at the TOTE Maritime Alaska Terminal which will restore terminal operations to full capacity. The Port proposes to dredge a volume estimated at up to 10,000 cubic yards (CY) to restore the authorized depth of -40 feet Mean Lower Low Water (MLLW). The Port also requests authorization for a two-foot over-dredge, which could increase the total dredging volume by up to approximately 5,000 CY for an approximate total of 15,000 CY. Although the Port will characterize the sediments within the two-foot over-dredge, it does not anticipate dredging to substantially exceed the 10,000 CY dredge volume.

All work will be completed within the approved work window provided by the Hydraulic Project Approval (HPA) for this proposal. Additional procedures and Best Management Practices (BMPs) to minimize potential temporary impacts to habitat, fish and wildlife, include but are not limited to:

- Dredging actions will be conducted during the Washington Department of Fish and Wildlife (WDFW) approved in-water work window for Commencement Bay (July 15 - February 15 of each year), which is outside of times when juvenile salmonids are expected to be present based upon best available science;
- No dredging will occur in any identified sand lance, surf smelt or herring spawning areas; and
- No dredging will occur in areas with eelgrass or kelp.

A comprehensive list of BMPs are contained within the applicant's Joint Aquatic Resources Permit Application (JARPA), Shoreline Narrative and Biological Evaluation.

The project is occurring in a highly industrial, urban waterway with limited habitat. There are no eelgrass, kelp or forage fish spawning in or adjacent to the berthing areas being dredged. The maintenance dredging project is required to remove high spots in designated berthing areas. Restoring the water depths to previously authorized depths will not impact natural hydrographic conditions and will not result in unsafe, obstructed passage of fish and wildlife.

Pursuant to the State Environmental Policy Act (SEPA), Washington Administrative Code (WAC) 197-11-340, the Port of Tacoma, as Lead Agency, issued an environmental determination for the project. The SEPA Determination is included with the application documents. For further information regarding SEPA, please contact the project applicant.

The proposed maintenance dredging has been determined to be consistent with the City's SMP exemption criteria in Tacoma Municipal Code (TMC) 19.02.030.C.2. and D.1. for dredging activities and to prevent a decline, lapse, or cessation from a lawfully established condition.

The requested exemption to the City's Shoreline Substantial Development Permit requirement is consistent with the policies of the Shoreline Master Act, the policies and implementing regulations of the Tacoma Shoreline Master Program (TSMP) and with the criteria set forth in the WAC and Revised Code of Washington (RCW) for the authorization of such permits.

Therefore, the exemption request is Approved, subject to the following **Conditions**:

1. The work must be accomplished per the approved plans and specifications.
2. All minimization measures and BMPs provided in the Biological Evaluation, JARPA, and Shoreline Narrative shall be followed.
3. Approval from the Army Corps of Engineers is required prior to issuance of City of Tacoma construction permits and shall be uploaded with the construction permit application(s).
4. A HPA from the WDFW is required prior to issuance of City of Tacoma construction permits and shall be uploaded with the construction permit application(s). The applicant shall follow the work window for construction listed under the HPA.
5. A copy of this exemption letter shall be available on the site during all stages of the project.

The applicant is also **Advised** of the following:

- This permit is only applicable to the proposed project as described above and based upon the information submitted by the applicant. Future activities or development within regulated state waters or the 200-foot shoreline jurisdiction may be subject to further review and additional permits or exemptions as required in accordance with TMC 19.
- This Letter of Exemption shall expire one year after its date of issuance.
- The applicant shall obtain other approvals prior to construction as required by other local, state and federal agencies. The City of Tacoma is not the only reviewing agency with jurisdiction over the project area. The United States Army Corps of Engineers, WDFW and/or Washington Department of Natural Resources may have requirements regarding work within regulated waters that may be applicable to the project.

We are issuing this letter of exemption per the provisions of TSMP and Title 19 to comply with the requirements of WAC 173-27-050 and WAC 173-27-040. Should you have any further questions or requests please do not hesitate to contact me at 253-345-1367 / [AHenderson2@cityoftacoma.org](mailto:AHenderson2@cityoftacoma.org).

Sincerely,



Alexia Henderson  
Senior Regulatory Compliance Analyst

cc via e-mail:

Port of Tacoma – [Info@portoftacoma.com](mailto:Info@portoftacoma.com)

Puyallup Tribe - [Jennifer.M.Keating@puyalluptribe-nsn.gov](mailto:Jennifer.M.Keating@puyalluptribe-nsn.gov), [Brandon.Reynon@PuyallupTribe-nsn.gov](mailto:Brandon.Reynon@PuyallupTribe-nsn.gov)

Washington Department of Ecology, Shorelands & Environmental Assistance Program, Zach Meyer - [zme461@ecy.wa.gov](mailto:zme461@ecy.wa.gov)

Washington Department of Fish and Wildlife - [R6SSplanning@dfw.wa.gov](mailto:R6SSplanning@dfw.wa.gov)

U.S. Army Corps of Engineers, Attn: Regulatory Branch, CENWS-OD-RG - [halie.endicott@usace.army.mil](mailto:halie.endicott@usace.army.mil);

[jennifer.p.casper@usace.army.mil](mailto:jennifer.p.casper@usace.army.mil); [Lydia.baldwin@usace.army.mil](mailto:Lydia.baldwin@usace.army.mil)

Washington Department of Natural Resources - [elyse.weaver@dnr.wa.gov](mailto:elyse.weaver@dnr.wa.gov)

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Prepared by:  
Dredged Material Management Office  
Seattle District, US Army Corps of Engineers

## Memorandum for Record

August 15, 2024

**Subject:** Suitability Determination Memorandum and Antidegradation Assessment for TOTE Maritime Terminal in Blair Waterway, Tacoma, Washington (NWS-2024-40).

### Introduction

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

### Project Description

The TOTE Maritime Terminal (TOTE) is in the Blair Waterway in Tacoma, Washington (Figure 1). The berthing area was constructed with an authorized depth of -40 feet MLLW, a 2H:1V side slope, and an armored toe made of rip rap (Figure 2). Sediment has accumulated in the berthing area above the authorized water depth and along the side slope.

Maintenance dredging is proposed at the TOTE berth and will occur up to the toe of the dredge prism. No dredging will occur on the 2H:1V armored side slopes or under the pier slopes to prevent damage to the rip rap toe. The total dredged material volume in the berthing area to restore the bottom elevation to -40 ft MLLW plus 2 feet of overdepth is estimated at 15,000 cubic yards (cy). Sediment that has accumulated on the side slope is included in the dredged material volume estimate. The sediment volume from the 2 feet of overdepth is limited to areas away from the toe of the slope. No overdepth dredging will occur on the existing toe armoring to avoid damage to the rip rap toe.

Following dredging up to the toe, a limited amount of material is expected to sluff down from the side slope. Before completion of the dredging work, the berthing area will be surveyed, and any material that sluffs down from the side slope will be removed. The volume and spatial extent of any post-dredge sluff material is expected to be limited and confined to the immediate area along the toe.

### Project Summary

Waterbody	Blair Waterway in Tacoma Harbor
Water classification	Marine
Project rank	Moderate
Total proposed dredging volume (cy)	15,000
Authorized dredging depth	-40 ft MLLW
Max. proposed dredging depth (includes 2 feet overdepth)	-42 ft MLLW
Proposed disposal location(s)	Non-dispersive open-water disposal
Dredged Material Management Units (DMMUs): No. of stations	2 DMMUs (one surface and one subsurface) from 4 stations
Z-samples	1 composite (same 4 stations as DMMUs)
DMMP tracking number	POTBW1AF458
EIM Study ID	POTBW23
USACE Regulatory Reference Number	NWS-2024-40

Sampling and Analysis Plan (SAP) Approval Date	March 16, 2023 (NewFields and Leon Env., 2023)
Sampling Date(s)	December 9-11, 2023
Sediment Characterization Report Approval Date	August 13, 2024 (NewFields and Leon Env., 2024)
Testing Parameters	DMMP COCs, dioxins/furans (D/F), tributyltin (TBT)
Biological Testing	Supplemental Reference Sample Bioaccumulation study for dioxin/furans
Suitability Outcome	All material found suitable for non-dispersive in-water disposal
Recency Expiration Date M=5 years	December 2028
Antidegradation Assessment	In compliance

### Sampling and Analysis Description

Tables 1 through 3 and Figures 2 and 3 provide sample collection and DMMU compositing data. Sediment sampling activities were conducted in the TOTE berthing areas from December 9 through 11, 2023 using Gravity Environmental's research vessel *Ingalls*, a 36-foot aluminum landing craft. The mudline elevation at each sampling location was determined using a lead line. Real-time tidal corrections were applied using water level measurements from the National Oceanic and Atmospheric Administration (NOAA) Tacoma, WA, tide station (Station ID: 9446484). Samples were transported to a shore-side location for processing.

Reference sediment was collected from Carr Inlet by Research Support Services (contracted by EcoAnalysts) on February 5, 2024, using a stainless steel 0.2-m<sup>2</sup> Ponar grab sampler. Two locations (FoxRef2 and FoxRef4) were sampled and composited together, targeting a dioxin/furan (D/F) concentration of 4.0 ng/kg toxic equivalent (TEQ).

Sediment and tissue D/F testing and conventionals were conducted by Analytical Resources, Inc. High resolution pesticides sediment testing was conducted by Enthalpy Analytical.

Bioaccumulation testing of the reference sample<sup>1</sup> was conducted by EcoAnalysts using the adult bivalve (*Macoma nasuta*) and adult polychaete (*Alitta virens*) exposed in separate exposure tanks for a 45-day period. Five replicates for each species were generated for the reference sample, as well as three pre-test replicates for each species.

### Data Validation

NewFields conducted EPA Stage 2B review and validation for all DMMU sediment chemistry and Carr Inlet bioaccumulation tissue results. EcoChem, Inc., conducted EPA Stage 4 review and validation of the dioxin/furan congener results for the DMMU sediment sample composites. The validation process resulted in some additional J and UJ qualified data (estimated values) and U qualified data (estimated maximum possible concentrations [EMPCs]) beyond those assigned by the lab, based on specified protocol or technical advisory.

2,4-dimethylphenol was rejected by the data validator due to a grossly low (<10%) laboratory control sample recovery of 9.37%. The DMMP did not require reanalysis of this compound because historical data indicated it was not a site COC, the MS/MSD recoveries were acceptable, and the overall data

<sup>1</sup> Preliminary data indicated that the surface and subsurface DMMU's had D/F concentrations greater than 4.0 ng/kg TEQ (DMMP guideline) so bioaccumulation studies were setup but subsequently canceled after the final results volume weighted average was below the D/F guideline. The Port decided to complete the bioaccumulation study of the reference sample to support establishment of a benchmark reference value.

completeness goal of 95% was still met for the project. The usable data was sufficient for the DMMP agencies to make a suitability determination.

### Analytical Testing Results

**DMMP COCs and tributyltin.** As shown in Table 4, all DMMP standard COCs and tributyltin were below DMMP screening levels (SLs). Sediment conventional parameters for the surface DMMU (BW23-TOTE-1-C) and subsurface DMMU (BW23-TOTE-2-C) were similar. Sediment grain size was predominantly sand, with 70.7 percent sand in BW23-TOTE-1-C and 78.5 percent sand in BW23-TOTE-2-C. Total organic carbon (TOC) was relatively low, measured at 0.55 percent in BW23-TOTE-1-C and 0.60 percent in BW23-TOTE-2-C. Total sulfides were measured at 345 mg/kg for BW23-TOTE-1-C and 245 mg/kg for BW23-TOTE-2-C. Ammonia was relatively low and measured at 2.13 mg/kg for BW23-TOTE-1-C and 3.97 mg/kg for BW23-TOTE-2-C.

Pesticides were analyzed by high resolution mass spectrometry to achieve reporting limits below the DMMP SLs.

2,4-dimethylphenol results were rejected as described in the data validation section of this memo.

**Dioxins/furans.** For non-dispersive disposal sites, DMMUs with D/F concentrations below 10 ng/kg TEQ are allowed for open water disposal if the volume-weighted average concentration of D/Fs in sediment from the entire dredging project does not exceed the 4 ng/kg TEQ guideline (DMMP 2021).

The D/F concentration for BW23-TOTE-2-C (subsurface DMMU) exceeded 4.0 ng/kg TEQ, but the dredged material volume for BW23-TOTE-2-C was 1,300 cy, which represented nine percent of the total project volume. The D/F volume-weighted average concentration for DMMUs BW23-TOTE-1-C and BW23-TOTE-2-C, with a combined volume of 15,000 cy, was 3.7 ng/kg (ND=0) and 3.8 ng/kg (ND=1/2 DL), which are both below 4.0 ng/kg TEQ (Figure 4).

The Z-samples from all four sampling locations were composited and analyzed for D/Fs. The result was 2.9 ng/kg TEQ.

### Carr Inlet Reference and Bioaccumulation Testing Tissue Results

The Port of Tacoma initiated a bioaccumulation study but subsequently cancelled it when the final results were provided by the laboratory and were below the DMMP D/F guideline. The Port decided to complete the bioaccumulation study of the reference sample to support the establishment of a programmatic reference value. The Carr Inlet reference tissue data was not used to make the suitability determination but reported here so that the data is publicly available.

As shown in Tables 4 and 5, sediment grain size of the Carr Inlet reference FoxRef2/4 was 51.4% fines. TOC was measured at 1.10 percent. Total sulfides were measured at 415 mg/kg, and ammonia was measured at 15.7 mg/kg. The D/F total TEQ for FoxRef2/4 was 4.2 ng/kg TEQ (ND=0), and 4.4 ng/kg TEQ (ND=1/2 DL), which were both slightly above the DMMP guideline of 4.0 ng/kg TEQ.

Five replicates for each species (*M. nasuta* and *A. virens*) were analyzed for Carr Inlet reference, as well as three pre-test replicates for each species. Tables 6 through 9 provide the tissue chemistry results for the reference and pre-test tissue samples. Most of the D/F congeners were undetected in the *M. nasuta* and *A. virens* tissues and associated pre-test samples.

## DMMP Determinations

### Suitability Determination

Chemical concentrations in the dredge prism composite samples were below the DMMP marine SLs and D/F guidelines for non-dispersive open water disposal as discussed above. The DMMP agencies have concluded that all 15,000 cy of characterized material is suitable for open-water disposal at the Commencement Bay non-dispersive disposal site. Removal of sediment within the characterized dredging prism is authorized until the recency expiration date of December 2028 as long as there are no significant changes to the project scope or new contaminant sources identified.

### Antidegradation Determination

The sediment to be exposed by dredging must either meet the State of Washington Sediment Management Standards (SMS) or the State's Antidegradation as outlined by DMMP guidance (DMMP, 2008). Because the subsurface DMMU had a D/F concentration above 4.0 ng/kg TEQ, Z-layer sample archives from all four sampling stations were composited and analyzed for D/Fs. The result was less than the surface and subsurface intervals and below the DMMP guideline of 4 ng/kg TEQ, thus considered compliant with the State of Washington Antidegradation Standard.

### Debris Management

The DMMP agencies implemented a debris management requirement following the 2015 SMARM to prevent the disposal of debris (natural or anthropogenic) greater than 12 inches in any dimension at open-water disposal sites in Puget Sound. Debris screens shall be used for this project unless it can be demonstrated that debris is unlikely to be present or that the debris is large woody debris that can be easily observed and removed by other means during dredging. Debris screen usage, or detailed justification for not using one, must be included in the dredging quality assurance plan.

### Notes and Clarifications

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

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

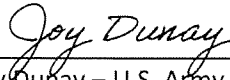
Projects proposing to use one of the DMMP open-water disposal sites must submit their application for a Site Use Authorization (SUA) to the Washington State Department of Natural Resources (DNR) at least 4 weeks prior to dredging. Applications submitted less than 4 weeks prior to dredging may be subject to delays.

## References

- DMMP, 2008. *Quality of Post-Dredge Sediment Surfaces (Updated)*. A Clarification Paper Prepared by David Fox (USACE), Erika Hoffman (EPA) and Tom Gries (Ecology) for the Dredged Material Management Program, June 2008.
- DMMP, 2021. *Dredged Material Evaluation and Disposal Procedures (User Manual)*. Dredged Material Management Program, updated July 2021.
- NewFields and Leon Environmental, 2023. TOTE Maritime Terminal Dredged Material Characterization. Blair Waterway, Tacoma, Washington. Sampling and Analysis Plan. Final. Prepared for Port of Tacoma. Prepared by NewFields, Edmonds, WA, in partnership with Leon Environmental, Seattle, WA. March 6, 2023.
- NewFields and Leon Environmental, 2024. TOTE Maritime Terminal Dredged Material Characterization, Blair Waterway, Tacoma, Washington, Tacoma, Washington. Data Report. Prepared for Port of Tacoma. Prepared by NewFields, Edmonds, WA, in partnership with Leon Environmental, Seattle, WA. August 9, 2024.

**Agency Signatures**

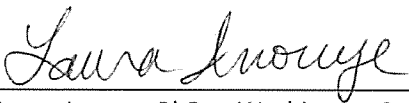
08/15/2024  
Date

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


08/15/2024  
Date

  
Sarah Burgess – U.S. Environmental Protection Agency, Region 10

08/15/2024  
Date

  
Laura Inouye, PhD. – Washington State Department of Ecology

August 15, 2024  
Date

  
Shannon Soto – Washington State Department of Natural Resources

**Copies Furnished:**

DMMP agencies  
LeeAnn Simmons, Regulatory Project Manager  
Andrew Shuckhart, Regulatory Project Manager  
Stanley Sasser, Port of Tacoma  
John Nakayama, NewFields  
Peter Leon, Leon Environmental, LLC  
DMMO File

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

Sample Location	Core Replicate Processed <sup>a</sup>	Date (mm/dd/yyyy)	Time (hh:mm)	Latitude (N) WGS84	Longitude (W) WGS84	Core Penetration (ft.)	Core Recovery (ft.)	Recovery (percent)	Measured Water Depth (ft.)	Tidal Height (ft.)	Mudline (ft. MLLW)
TM-01	8 of 8	12/11/2023	13:32	47.27523205	122.40626117	7.0	7.2	103	-48.2	+10.8	-37.4
TM-02	1 of 1	12/10/2023	13:47	47.27479783	122.40551594	6.7	7.0	104	-49.0	+11.7	-37.3
TM-03	7 of 7	12/11/2023	09:45	47.27449159	122.40507632	9.0	9.0	100	-43.5	+8.4	-35.1
TM-04	6 of 6	12/11/2023	12:46	47.27424711	122.40472844	9.5	9.5	100	-45.1	+10.5	-34.6

a. Core replicate that was processed and the number of coring attempts.WSG84 = Word Geodetic System 1984

Table 2. Core Sample Intervals Included in Surface and Subsurface DMMUs and Z-Sample Elevations

Sample Location	Surface DMMU BW23-TOTE-1-C (ft. MLLW)		Subsurface DMMU BW23-TOTE-2-C (ft. MLLW)		Z-sample (ft. MLLW)	
	Top	Bottom	Top	Bottom	Top	Bottom
TM-01	-37.4	-42.0			-42.0	-44.0
TM-02	-37.3	-42.0			-42.0	-44.0
TM-03	-35.1	-39.1	-39.1	-42.0	-42.0	-44.0
TM-04	-34.6	-38.6	-38.6	-42.0	-42.0	-44.0

Table 3. Carr Inlet Sample Locations, Actual Sampling Coordinates, and Mudline Elevations

Sample Location	Date (mm/dd/yyyy)	Time (hh:mm)	Latitude (N) NAD83	Longitude (W) NAD83	Grab Penetration (cm)	Measured Water Depth (ft.)	Tidal Height (ft.)	Mudline (ft. MLLW)
FoxRef2	02/05/2024	10:28	47.24639618	-122.64936914	15	-435	+11.6	-423
FoxRef4	02/05/2024	11:50	47.25527154	-122.65749320	15	-415	+12.2	-403

Table 4. Sediment Chemistry Results

Compound	Units	SL	BT	ML	BW23-TOTE-1-C	VQ	BW23-TOTE-2-C	VQ	BW23-TOTE-COMP	VQ	FoxRef2/4	VQ
Conventionals												
Total Solids	%	---	---	---	73.15		76.35				47.24	
Total Volatile Solids	%	---	---	---	1.89		1.61				4.44	J
Total Organic Carbon	%	---	---	---	0.55		0.60				1.10	
Total Sulfides	mg/kg dw	---	---	---	345		245				415	
Ammonia	mg/kg dw	---	---	---	2.13		3.97				15.7	
Gravel	%	---	---	---	0.90		0.70				1.10	
Sand	%	---	---	---	70.7		78.5				47.4	
Silt	%	---	---	---	17.8		12.7				30.4	
Clay	%	---	---	---	10.6		7.80				21.0	
Grain Size (Fines)	%	---	---	---	28.4		20.5				51.4	
Metals and Metalloid												
Antimony	mg/kg dw	150	---	200	0.26	UJ	0.25	UJ				
Arsenic	mg/kg dw	57	507.1	700	3.43		3.14					
Cadmium	mg/kg dw	5.1	---	14	0.07	J	0.05	J				
Chromium	mg/kg dw	260	---	---	11.0		13.9					
Copper	mg/kg dw	390	---	1,300	23.5		19.6					
Lead	mg/kg dw	450	975	1,200	7.36		6.26					
Mercury	mg/kg dw	0.41	1.5	2.3	0.03	J	0.03	J				
Selenium	mg/kg dw	---	3	---	0.54	J	0.87					
Silver	mg/kg dw	6.1	---	8.4	0.10	J	0.11	J				
Zinc	mg/kg dw	410	---	3,800	41.8		45.4					
Butyltins												
Tributyltin ion	ug/kg dw	---	73	---	3.58	J	8.48					
SVOCs												
PAHs												
Naphthalene	ug/kg dw	2,100	---	2,400	31.1		61.1					
Acenaphthylene	ug/kg dw	560	---	1,300	20.0	U	19.9	U				
Acenaphthene	ug/kg dw	500	---	2,000	8.4	J	22.1					
Fluorene	ug/kg dw	540	---	3,600	20.0	U	24.4					
Phenanthrene	ug/kg dw	1,500	---	21,000	50.6		123					
Anthracene	ug/kg dw	960	---	13,000	15.3	J	25.6					
2-Methylnaphthalene	ug/kg dw	670	---	1,900	9.6	J	11.7	J				

Compound	Units	DMMP			BW23-IOTE-1-C	VQ	BW23-IOTE-2-C	VQ	BW23-TOTE-COMP	VQ	FoxRef2/4	VQ
Total LPAH	ug/kg dw	5,200	---	29,000	110	J	260					
Fluoranthene	ug/kg dw	1,700	4,600	30,000	106		164					
Pyrene	ug/kg dw	2,600	11,980	16,000	228		215					
Benzo(a)anthracene	ug/kg dw	1,300	---	5,100	29.2		63.8					
Chrysene	ug/kg dw	1,400	---	21,000	68.6		83.2					
Benzofluoranthenes	ug/kg dw	3,200	---	9,900	152		193					
Benzo(a)pyrene	ug/kg dw	1,600	---	3,600	53.4		86.0					
Indeno(1,2,3-c,d)pyrene	ug/kg dw	600	---	4,400	35.9		61.1					
Dibenzo(a,h)anthracene	ug/kg dw	230	---	1,900	20.0	U	18.0	J				
Benzo(g,h,i)perylene	ug/kg dw	670	---	3,200	45.7		73.4					
Total HPAH	ug/kg dw	12,000	---	69,000	720		960	J				
<i>Chlorinated Hydrocarbons</i>												
1,4-Dichlorobenzene	ug/kg dw	110	---	120	20.0	U	19.9	U				
1,2-Dichlorobenzene	ug/kg dw	35	---	110	20.0	U	19.9	U				
1,2,4-Trichlorobenzene	ug/kg dw	31	---	64	20.0	U	19.9	U				
Hexachlorobenzene	ug/kg dw	22	168	230	20.0	U	19.9	U				
<i>Phthalates</i>												
Dimethyl phthalate	ug/kg dw	71	---	1,400	20.0	U	19.9	U				
Diethyl phthalate	ug/kg dw	200	---	1,200	39.3	J	46.2	J				
Di-n-butyl phthalate	ug/kg dw	1,400	---	5,100	20.0	U	19.9	U				
Butyl benzyl phthalate	ug/kg dw	63	---	970	20.0	U	19.9	U				
Bis(2-ethylhexyl)phthalate	ug/kg dw	1,300	---	8,300	59.4		44.3	J				
Di-n-octyl phthalate	ug/kg dw	6,200	---	6,200	20.0	U	19.9	U				
<i>Phenols</i>												
Phenol	ug/kg dw	420	---	1,200	11.8	J	10.4	J				
2-Methylphenol	ug/kg dw	63	---	77	20.0	U	19.9	U				
4-Methylphenol	ug/kg dw	670	---	3,600	20.0	U	19.9	U				
2,4-Dimethylphenol	ug/kg dw	29	---	210	20.0	R	19.9	R				
Pentachlorophenol	ug/kg dw	400	504	690	100	U	99.7	U				
<i>Miscellaneous Extractables</i>												
Benzyl alcohol	ug/kg dw	57	---	870	20.0	U	19.9	U				
Benzoic acid	ug/kg dw	650	---	760	200	U	199	U				
Dibenzofuran	ug/kg dw	540	---	1,700	20.0	U	21.1					
Hexachlorobutadiene	ug/kg dw	11	---	270	5.0	U	5.0	U				

Compound	Units	DMMP			BW23-TOTE-1-C	VQ	BW23-TOTE-2-C	VQ	BW23-TOTE-COMP	VQ	FoxRef2/4	VQ
		SL	BT	ML								
N-Nitrosodiphenylamine	ug/kg dw	28	---	130	20.0	U	19.9	U				
<i>Pesticides and PCBs</i>												
4,4'-DDD	ug/kg dw	16	---	---	0.343		0.361					
4,4'-DDE	ug/kg dw	9	---	---	0.153		0.144					
4,4'-DDT	ug/kg dw	12	---	---	0.0391	U	0.0153	U				
Total 4,4'-DDX	ug/kg dw	---	50	69	0.50	J	0.51	J				
Aldrin	ug/kg dw	9.5	---	---	0.0392	U	0.0308	U				
Total Chlordane	ug/kg dw	2.8	37	---	0.062		0.088	J				
Dieldrin	ug/kg dw	1.9	---	1,700	0.0212	J	0.0359					
Heptachlor	ug/kg dw	1.5	---	270	0.00205	U	0.00872	J				
Total PCBs	ug/kg dw	130		3,100	19.9	U	19.6	U				
Total PCBs	mg/kg OC		38		3.6	U	3.3	U				
<i>Dioxins/Eurans</i>												
2,3,7,8-TCDF	ng/kg dw	---	---	---	1.52		1.77	J	0.879	J	1.71	J
2,3,7,8-TCDD	ng/kg dw	---	---	---	0.249	U	0.199	U	0.258	U	0.279	U
1,2,3,7,8-PeCDF	ng/kg dw	---	---	---	1.12		1.19		0.543	J	0.991	J
2,3,4,7,8-PeCDF	ng/kg dw	---	---	---	0.835	J	0.921	J	0.529	U	0.989	J
1,2,3,7,8-PeCDD	ng/kg dw	---	---	---	0.784	J	0.988	J	0.857	J	1.54	
1,2,3,4,7,8-HxCDF	ng/kg dw	---	---	---	2.39		2.79		0.895	J	1.97	
1,2,3,6,7,8-HxCDF	ng/kg dw	---	---	---	1.11		1.29		0.583	J	0.893	J
2,3,4,6,7,8-HxCDF	ng/kg dw	---	---	---	0.746	U	1.42		0.727	J	1.20	
1,2,3,7,8,9-HxCDF	ng/kg dw	---	---	---	0.713	J	0.778	J	0.324	U	0.499	J
1,2,3,4,7,8-HxCDD	ng/kg dw	---	---	---	0.914	J	0.832	J	0.471	U	0.984	U
1,2,3,6,7,8-HxCDD	ng/kg dw	---	---	---	4.59		5.27		3.90		4.80	
1,2,3,7,8,9-HxCDD	ng/kg dw	---	---	---	2.58		2.76		2.01		3.13	
1,2,3,4,6,7,8-HpCDF	ng/kg dw	---	---	---	15.9		16.4		8.52		16.2	
1,2,3,4,7,8,9-HpCDF	ng/kg dw	---	---	---	1.60	J	1.18	J	0.743	J	1.12	
1,2,3,4,6,7,8-HpCDD	ng/kg dw	---	---	---	80.5		81.0		60.0		59.9	
OCDF	ng/kg dw	---	---	---	32.8		32.1		19.5		28.3	
OCDD	ng/kg dw	---	---	---	793		833		444		382	
Total TEQ (ND = 0) <sup>1</sup>	ng/kg dw	4	10	---	3.7		4.2		2.6		4.2	
Total TEQ (ND = 1/2 DL) <sup>2</sup>	ng/kg dw	4	10	---	3.8		4.3		2.9		4.4	
Total TCDF	ng/kg dw	---	---	---	4.31		6.60		2.37		9.41	
Total TCDD	ng/kg dw	---	---	---	10.2	J	5.52		6.26		13.3	

Compound	Units	DMMP			BW23-IOTE-1-C	VQ	BW23-IOTE-2-C	VQ	BW23-TOTE-COMP	VQ	FoxRef2/4	VQ
		SL	BT	ML								
Total PeCDF	ng/kg dw	---	---	---	12.3	J	11.9		3.90		9.75	
Total PeCDD	ng/kg dw	---	---	---	5.48	J	7.04		5.30		15.9	
Total HxCDF	ng/kg dw	---	---	---	34.6		39.1		15.0		23.0	
Total HxCDD	ng/kg dw	---	---	---	49.2		52.1		32.5		58.4	
Total HpCDF	ng/kg dw	---	---	---	67.2		65.8		26.7		44.4	
Total HpCDD	ng/kg dw	---	---	---	276		262		128		126	

Exceeds  
DSMO

1. ND=0; EMPC =0
2. ND = ½\*EDL; EMPC = ½\*Reported

#### Validation Qualifiers (VQ):

- J The analyte was positively identified; the associated numerical value is the approximate concentration of the analyte in the sample
- U The analyte was analyzed for but was not detected above the reported sample quantitation limit.
- UJ The analyte was not detected above the reported sample quantitation limit. However, the reported quantitation limit is approximate and may or may not represent the actual limit of quantitation necessary to accurately and precisely measure the analyte in the sample.
- R Reported result was rejected per Stage 2B data validation

Table 5. Sediment Dioxin/Furan Congener Total TEQ Calculations

Dioxins/Furans (ng/kg dw)	TEFs	BW23-TOTE 1-C		BW23-TOTE-2-C		BW23-TOTE-COMP		FoxRef2/4	
		ND=0	ND=1/2DL	ND=0	ND=1/2DL	ND=0	ND=1/2DL	ND=0	ND=1/2DL
2,3,7,8-TCDF	0.1	0.152	0.152	0.177	0.177	0.0879	0.0879	0.171	0.171
2,3,7,8-TCDD	1	0	0.125	0	0.0995	0	0.129	0	0.140
1,2,3,7,8-PeCDF	0.03	0.0336	0.0336	0.0357	0.0357	0.0163	0.0163	0.0297	0.0297
2,3,4,7,8-PeCDF	0.3	0.251	0.251	0.276	0.276	0	0.0794	0.297	0.297
1,2,3,7,8-PeCDD	1	0.784	0.784	0.988	0.988	0.857	0.857	1.54	1.54
1,2,3,4,7,8-HxCDF	0.1	0.239	0.239	0.279	0.279	0.0895	0.0895	0.197	0.197
1,2,3,6,7,8-HxCDF	0.1	0.111	0.111	0.129	0.129	0.0583	0.0583	0.0893	0.0893
2,3,4,6,7,8-HxCDF	0.1	0	0.0373	0.142	0.142	0.0727	0.0727	0.120	0.120
1,2,3,7,8,9-HxCDF	0.1	0.0713	0.0713	0.0778	0.0778	0	0.0162	0.0499	0.0499
1,2,3,4,7,8-HxCDD	0.1	0.0914	0.0914	0.0832	0.0832	0	0.0236	0	0.0492
1,2,3,6,7,8-HxCDD	0.1	0.459	0.459	0.527	0.527	0.390	0.390	0.480	0.480
1,2,3,7,8,9-HxCDD	0.1	0.258	0.258	0.276	0.276	0.201	0.201	0.313	0.313
1,2,3,4,6,7,8-HpCDF	0.01	0.159	0.159	0.164	0.164	0.0852	0.0852	0.162	0.162
1,2,3,4,7,8,9-HpCDF	0.01	0.0160	0.0160	0.0118	0.0118	0.00743	0.00743	0.0112	0.0112
1,2,3,4,6,7,8-HpCDD	0.01	0.805	0.805	0.810	0.810	0.600	0.600	0.599	0.599
OCDF	0.0003	0.00984	0.00984	0.00963	0.00963	0.00585	0.00585	0.00849	0.00849
OCDD	0.0003	0.238	0.238	0.250	0.250	0.133	0.133	0.115	0.115
Total TEQ (ND = 0)		3.7	4.2	4.2	4.2	2.6	2.6	4.2	4.2
Total TEQ (ND = 1/2 DL)			3.8		4.3		2.9		4.4

Exceeds

## Notes:

ND=0 ND=0, EMPC =0

ND=1/2 DL ND=1/2\*EDL; EMPC=1/2\*Reported

Table 6. *M. nasuta* Tissue Chemistry Results

Analyte	Sample ID	M.n.	VQ	M.n.	VQ	Pretest	M.n.	VQ	M.n.	VQ	FoxRef2/4	M.n.	VQ	FoxRef2/4	M.n.	VQ	FoxRef2/4	M.n.	VQ
Conventionals (%)																			
Percent Lipids		0.92		0.88		0.97		0.67		0.81		0.91		0.98		0.70			
Total Solids		18.26		19.84		18.65		18.75		18.04		18.15		17.62		16.38			
Dioxin/Furan (ng/kg ww)																			
2,3,7,8-TCDD		0.374	U	0.251	U	0.287	U	0.309	U	0.285	U	0.361	U	0.381	U	0.336	U		
1,2,3,7,8-PeCDD		0.266	U	0.196	U	0.235	U	0.219	U	0.214	U	0.258	U	0.175	U	0.266	U		
1,2,3,4,7,8-HxCDD		0.388	U	0.317	U	0.337	U	0.371	U	0.378	U	0.359	U	0.199	U	0.411	U		
1,2,3,6,7,8-HxCDD		0.385	U	0.266	U	0.324	U	0.355	U	0.343	U	0.332	U	0.182	U	0.385	U		
1,2,3,7,8,9-HxCDD		0.508	U	0.342	U	0.418	U	0.489	U	0.418	U	0.391	U	0.339	U	0.528	U		
1,2,3,4,6,7,8-HpCDD		0.322	U	0.214	U	0.237	U	0.318	U	0.228	U	0.230	U	0.201	U	0.317	U		
OCDD		0.280	U	0.211	U	0.238	U	0.301	U	0.225	U	0.225	U	0.205	U	0.308	U		
2,3,7,8-TCDF		0.352	U	0.227	U	0.264	U	0.337	U	0.237	U	0.245	U	0.207	U	0.322	U		
1,2,3,7,8-PeCDF		0.531	U	0.325	U	0.373	U	0.505	U	0.361	U	0.371	U	0.285	U	0.470	U		
2,3,4,7,8-PeCDF		0.514	U	0.400	U	0.473	U	0.534	U	0.388	U	0.446	U	0.442	U	0.625	U		
1,2,3,4,7,8-HxCDF		0.548	U	0.391	U	0.482	U	0.523	U	0.393	U	0.446	U	0.396	U	0.604	U		
1,2,3,6,7,8-HxCDF		0.578	U	0.429	U	0.519	U	0.573	U	0.425	U	0.485	U	0.452	U	0.666	U		
2,3,4,6,7,8-HxCDF		0.404	U	0.209	U	0.311	U	0.335	U	0.245	U	0.248	U	0.237	UJ	0.321	U		
1,2,3,7,8,9-HxCDF		0.730	U	0.363	U	0.574	U	0.689	U	0.507	U	0.461	U	0.218	U	0.548	U		
1,2,3,4,6,7,8-HpCDF		0.762	U	0.354	U	0.542	U	0.739	U	1.40	UJ	0.724	J	1.12	J	0.985	J		
1,2,3,4,7,8,9-HpCDF		1.01	U	0.468	U	0.729	U	0.944	U	0.729	J	0.666	J	0.435	U	1.01	U		
OCDF		1.17	U	0.585	U	0.829	U	5.36	UJ	9.29	UJ	6.07	J	5.82	J	4.72	UJ		
Total TEQ (ND=0)		0.0		0.0		0.0		0.0		0.00022		0.0091		0.051		0.0099			
Total TEQ (ND=1/2 DL)		0.64		0.44		0.53		0.59		0.51		0.53		0.45		0.66			
Total TCDD		0.999	U	0.995	U	0.996	U	0.2	J	0.997	U	0.232	J	0.842	J	0.997	U		
Total PeCDD		0.999	U	0.995	U	0.996	U	0.997	U	0.170	J	0.995	U	0.22	J	0.997	U		
Total HxCDD		0.999	U	0.995	U	0.996	U	0.997	U	0.997	U	0.995	U	0.249	J	0.997	U		
Total HpCDD		0.999	U	0.995	U	0.996	U	0.997	U	0.997	U	0.995	U	0.995	U	0.997	U		
Total TCDF		0.999	U	0.995	U	0.996	U	0.997	U	0.997	U	0.995	U	0.995	U	0.151	J		
Total PeCDF		0.999	U	0.995	U	0.996	U	0.997	U	0.997	U	0.995	U	0.995	U	0.997	U		
Total HxCDF		0.999	U	0.995	U	0.996	U	0.997	U	0.997	U	0.995	U	0.995	U	0.306	J		
Total HpCDF		0.999	U	0.995	U	0.996	U	0.794	J	0.997	U	0.995	U	1.12		0.985	J		
Total PCDD/Fs		0.374	U	0.251	U	0.287	U	0.309	U	0.285	U	0.361	U	0.381	J	0.336	U		

Table 7. A. *virens* Tissue Chemistry Results

Analyte	Sample ID	A.v. Pretest	VQ Pretest	A.v. Pretest	VQ Pretest	A.v. FoxRef2/4	VQ FoxRef2/4	A.v. FoxRef2/4	VQ FoxRef2/4	A.v. FoxRef2/4	VQ FoxRef2/4
Conventional (%)											
Percent Lipids		1.1		2.0		1.4		0.93		1.0	
Total Solids		14.39		13.49		14.83		16.29		14.32	
Dioxin/Furan (ng/kg ww)											
2,3,7,8-TCDD		2.29	UJ	0.996	U	1.18	UJ	0.581	UJ	0.771	UJ
1,2,3,7,8-PeCDD		0.408	U	0.240	U	0.347	U	0.415	U	0.247	U
1,2,3,4,7,8-HxCDD		0.619	U	0.315	U	0.486	U	0.662	U	0.436	U
1,2,3,6,7,8-HxCDD		0.591	U	0.271	U	0.422	U	0.591	U	0.394	U
1,2,3,7,8,9-HxCDD		0.753	U	0.412	U	0.603	U	0.735	U	0.534	U
1,2,3,4,6,7,8-HpCDD		0.437	U	0.216	U	0.361	U	0.410	U	0.215	U
OCDD		0.404	U	0.205	U	0.337	U	0.402	U	0.217	U
2,3,7,8-TCDF		0.440	U	0.215	U	0.359	U	0.428	U	0.233	U
1,2,3,7,8-PeCDF		0.645	U	0.316	U	0.541	U	0.631	U	0.339	U
2,3,4,7,8-PeCDF		0.651	U	0.382	U	0.531	U	0.610	U	0.385	U
1,2,3,4,7,8-HxCDF		0.642	U	0.386	U	0.534	U	0.612	U	0.380	U
1,2,3,6,7,8-HxCDF		0.702	U	0.417	U	0.578	U	0.664	U	0.415	U
2,3,4,6,7,8-HxCDF		0.640	U	0.592	UJ	0.293	U	0.370	U	0.230	U
1,2,3,7,8,9-HxCDF		1.18	U	0.342	U	0.557	U	0.638	U	0.423	U
1,2,3,4,6,7,8-HpCDF		0.723	U	1.36	UJ	0.584	U	0.769	U	0.487	U
1,2,3,4,7,8,9-HpCDF		0.916	U	0.582	U	1.01	U	1.11	U	0.645	U
OCDF		9.20	UJ	0.677	J	3.62	UJ	1.33	J	3.22	J
Total TEQ (ND=0)		0.0		0.0		0.0		0.0		0.00097	
Total TEQ (ND=1/2 DL)		1.0		0.54		0.77		0.90		0.61	
Total TCDD		1.00	U	0.215	J	1.24	U	2.16	U	0.999	U
Total PeCDD		1.00	U	0.996	U	1.24	U	2.16	U	0.999	U
Total HxCDD		1.00	U	0.396	J	1.24	U	2.16	U	0.999	U
Total HpCDD		1.00	U	0.996	U	1.24	U	2.16	U	0.999	U
Total TCDF		0.238	J	0.311	J	1.24	U	2.16	U	0.999	U
Total PeCDF		1.00	U	0.996	U	1.24	U	2.16	U	0.999	U
Total HxCDF		1.00	U	0.363	J	1.24	U	2.16	U	0.435	J
Total HpCDF		1.00	U	1.56		1.24	U	2.16	U	0.999	U
Total PCDD/Fs		2.29	UJ	0.996	U	1.18	UJ	0.581	UJ	0.771	UJ

Table 8. *M. nasuta* Dioxin/Furan Congener Total TEQ Calculations

Dioxins/Furans (ng/kg ww)	TEFs	M.n. Pretest Rep 1		M.n. Pretest Rep 2		M.n. Pretest Rep 3		M.n. FoxRef2/4 Rep 1	
		ND=0	ND=1/2DL	ND=0	ND=1/2DL	ND=0	ND=1/2DL	ND=0	ND=1/2DL
2,3,7,8-TCDF	0.1	0	0.0187	0	0.0126	0	0.0144	0	0.0155
2,3,7,8-TCDD	1	0	0.133	0	0.0980	0	0.118	0	0.110
1,2,3,7,8-PeCDF	0.03	0	0.00582	0	0.00476	0	0.00506	0	0.00557
2,3,4,7,8-PeCDF	0.3	0	0.0578	0	0.0399	0	0.0486	0	0.0533
1,2,3,7,8-PeCDD	1	0	0.254	0	0.171	0	0.209	0	0.245
1,2,3,4,7,8-HxCDF	0.1	0	0.0161	0	0.0107	0	0.0119	0	0.0159
1,2,3,6,7,8-HxCDF	0.1	0	0.0140	0	0.0106	0	0.0119	0	0.0151
2,3,4,6,7,8-HxCDF	0.1	0	0.0176	0	0.0114	0	0.0132	0	0.0169
1,2,3,7,8,9-HxCDF	0.1	0	0.0266	0	0.0163	0	0.0187	0	0.0253
1,2,3,4,7,8-HxCDD	0.1	0	0.0257	0	0.020	0	0.0237	0	0.0267
1,2,3,6,7,8-HxCDD	0.1	0	0.0274	0	0.0196	0	0.0241	0	0.0262
1,2,3,7,8,9-HxCDD	0.1	0	0.0289	0	0.0215	0	0.0260	0	0.0287
1,2,3,4,6,7,8-HpCDF	0.01	0	0.00202	0	0.00105	0	0.00156	0	0.00168
1,2,3,4,7,8,9-HpCDF	0.01	0	0.00365	0	0.00182	0	0.00287	0	0.00345
1,2,3,4,6,7,8-HpCDD	0.01	0	0.00381	0	0.00177	0	0.00271	0	0.00370
OCDF	0.0003	0	0.000152	0	0.0000702	0	0.000109	0	0.000142
OCDD	0.0003	0	0.000176	0	0.0000878	0	0.000124	0	0.000804
Total TEQ (ND = 0)		0.0	0.64	0.0	0.44	0.0	0.53	0.0	0.59
Total TEQ (ND = 1/2 DL)									

Table 8. *M. nasuta* Dioxin/Furan Congener Total TEQ Calculations (continued)

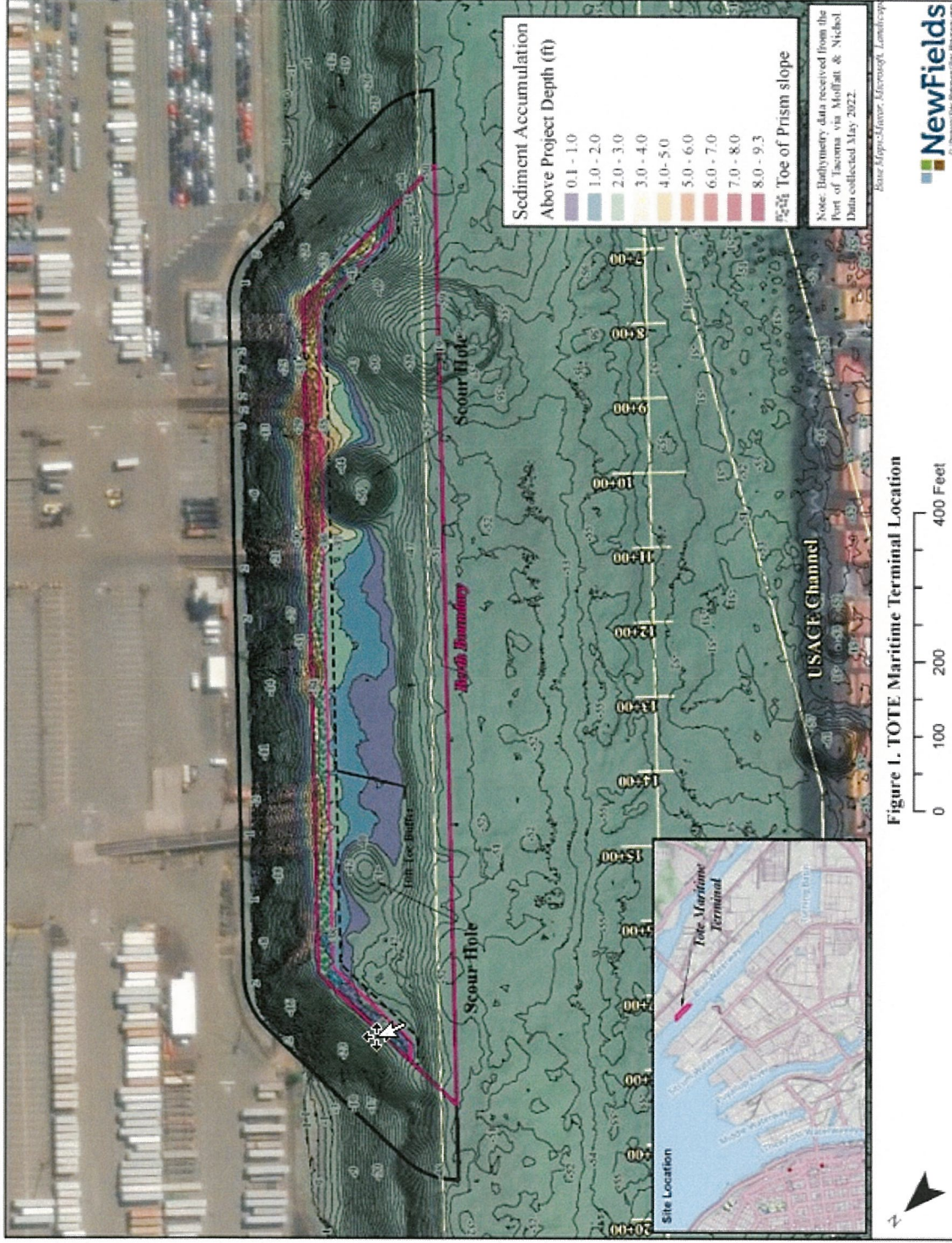
Dioxins/Furans (ng/kg ww)	TEFs	M.n. FoxRef2/4 Rep 2		M.n. FoxRef2/4 Rep 3		M.n. FoxRef2/4 Rep 4		M.n. FoxRef2/4 Rep 5	
		ND=0	ND=1/2DL	ND=0	ND=1/2DL	ND=0	ND=1/2DL	ND=0	ND=1/2DL
2,3,7,8-TCDF	0.1	0	0.0143	0	0.0181	0.0381	0.0381	0	0.0168
2,3,7,8-TCDD	1	0	0.107	0	0.129	0	0.0875	0	0.133
1,2,3,7,8-PeCDF	0.03	0	0.00567	0	0.00539	0	0.00299	0	0.00617
2,3,4,7,8-PeCDF	0.3	0	0.0515	0	0.0498	0	0.0273	0	0.0578
1,2,3,7,8-PeCDD	1	0	0.209	0	0.196	0	0.170	0	0.264
1,2,3,4,7,8-HxCDF	0.1	0	0.0114	0	0.0115	0	0.0101	0	0.0159
1,2,3,6,7,8-HxCDF	0.1	0	0.0113	0	0.0113	0	0.0103	0	0.0154
2,3,4,6,7,8-HxCDF	0.1	0	0.0119	0	0.0123	0	0.0104	0	0.0161
1,2,3,7,8,9-HxCDF	0.1	0	0.0181	0	0.0186	0	0.0143	0	0.0235
1,2,3,4,7,8-HxCDD	0.1	0	0.0194	0	0.0223	0	0.0221	0	0.0313
1,2,3,6,7,8-HxCDD	0.1	0	0.0197	0	0.0223	0	0.0198	0	0.0302
1,2,3,7,8,9-HxCDD	0.1	0	0.0213	0	0.0243	0	0.0226	0	0.0333
1,2,3,4,6,7,8-HpCDF	0.01	0	0.00123	0	0.00124	0	0.00119	0	0.00161
1,2,3,4,7,8,9-HpCDF	0.01	0	0.00254	0	0.00231	0	0.00109	0	0.00274
1,2,3,4,6,7,8-HpCDD	0.01	0	0.00700	0.00724	0.00724	0.0112	0.0112	0.00985	0.00985
OCDF	0.0003	0.000219	0.000219	0	0.0000999	0	0.0000653	0	0.000152
OCDD	0.0003	0	0.00139	0.00182	0.00182	0.00175	0.00175	0	0.000708
<b>Total TEQ (ND = 0)</b>		0.00022	0.51	0.0091	0.53	0.051	0.45	0.0099	0.66
<b>Total TEQ (ND = 1/2 DL)</b>									

Table 9. A. *virens* Dioxin/Furan Congener Total TEQ Calculations

Dioxins/Furans (ng/kg ww)	TEFs	A.v. Pretest Rep 1		A.v. Pretest Rep 2		A.v. Pretest Rep 3		A.v. FoxRef2/4 Rep 1	
		ND=0	ND=1/2DL	ND=0	ND=1/2DL	ND=0	ND=1/2DL	ND=0	ND=1/2DL
2,3,7,8-TCDF	0.1	0	0.115	0	0.0498	0	0.100	0	0.0590
2,3,7,8-TCDD	1	0	0.204	0	0.120	0	0.145	0	0.174
1,2,3,7,8-PeCDF	0.03	0	0.00929	0	0.00473	0	0.00563	0	0.00729
2,3,4,7,8-PeCDF	0.3	0	0.0887	0	0.0407	0	0.0519	0	0.0633
1,2,3,7,8-PeCDD	1	0	0.377	0	0.206	0	0.307	0	0.302
1,2,3,4,7,8-HxCDF	0.1	0	0.0219	0	0.0108	0	0.0125	0	0.0181
1,2,3,6,7,8-HxCDF	0.1	0	0.0202	0	0.0103	0	0.0127	0	0.0169
2,3,4,6,7,8-HxCDF	0.1	0	0.0220	0	0.0108	0	0.0136	0	0.0180
1,2,3,7,8,9-HxCDF	0.1	0	0.0323	0	0.0158	0	0.0189	0	0.0271
1,2,3,4,7,8-HxCDD	0.1	0	0.0326	0	0.0191	0	0.0202	0	0.0266
1,2,3,6,7,8-HxCDD	0.1	0	0.0321	0	0.0193	0	0.0203	0	0.0267
1,2,3,7,8,9-HxCDD	0.1	0	0.0351	0	0.0209	0	0.0220	0	0.0289
1,2,3,4,6,7,8-HpCDF	0.01	0	0.00320	0	0.00296	0	0.00104	0	0.00147
1,2,3,4,7,8,9-HpCDF	0.01	0	0.00590	0	0.00171	0	0.00182	0	0.00279
1,2,3,4,6,7,8-HpCDD	0.01	0	0.00362	0	0.00680	0	0.00307	0	0.00292
OCDF	0.0003	0	0.000137	0	0.0000873	0	0.000111	0	0.000152
OCDD	0.0003	0	0.00138	0.000203	0.000203	0	0.000863	0	0.000543
Total TEQ (ND = 0)		0.0		0.00020		0.0		0.0	
Total TEQ (ND = 1/2 DL)			1.0		0.54		0.74		0.77

Table 9. *A. virens* Dioxin/Furan Congener Total TEQ Calculations (continued)

Dioxins/Furans (ng/kg ww)	TEFs	A.v. FoxRef2/4 Rep 2 ND=0 ND=1/2DL	A.v. FoxRef2/4 Rep 3 ND=0 ND=1/2DL	A.v. FoxRef2/4 Rep 4 ND=0 ND=1/2DL	A.v. FoxRef2/4 Rep 5 ND=0 ND=1/2DL
2,3,7,8-TCDF	0.1	0 0.0291	0 0.0386	0.0790	0 0.100
2,3,7,8-TCDD	1	0 0.208	0 0.124	0 0.156	0 0.155
1,2,3,7,8-PeCDF	0.03	0 0.00993	0 0.00654	0 0.00807	0 0.00690
2,3,4,7,8-PeCDF	0.3	0 0.0887	0 0.0591	0 0.0678	0 0.0600
1,2,3,7,8-PeCDD	1	0 0.368	0 0.267	0 0.258	0 0.274
1,2,3,4,7,8-HxCDF	0.1	0 0.0205	0 0.0108	0 0.0161	0 0.0133
1,2,3,6,7,8-HxCDF	0.1	0 0.0201	0 0.0109	0 0.0155	0 0.0136
2,3,4,6,7,8-HxCDF	0.1	0 0.0214	0 0.0117	0 0.0161	0 0.0147
1,2,3,7,8,9-HxCDF	0.1	0 0.0316	0 0.0170	0 0.0242	0 0.0208
1,2,3,4,7,8-HxCDD	0.1	0 0.0305	0 0.0193	0 0.0272	0 0.0228
1,2,3,6,7,8-HxCDD	0.1	0 0.0306	0 0.0190	0 0.0287	0 0.0232
1,2,3,7,8,9-HxCDD	0.1	0 0.0332	0 0.0208	0 0.0304	0 0.0250
1,2,3,4,6,7,8-HpCDF	0.01	0 0.00185	0 0.00115	0 0.00140	0.00212 0.00212
1,2,3,4,7,8,9-HpCDF	0.01	0 0.00319	0 0.00212	0 0.00270	0 0.00202
1,2,3,4,6,7,8-HpCDD	0.01	0 0.00385	0 0.00244	0 0.00344	0.00894 0.00894
OCDF	0.0003	0 0.000167	0 0.0000968	0 0.000142	0 0.000122
OCDD	0.0003	0.000399 0.000399	0.000966 0.000966	0.00139 0.00139	0.00190 0.00190
<b>Total TEQ (ND = 0)</b>		0.00040	0.00097	0.0014	0.013
<b>Total TEQ (ND = 1/2 DL)</b>		0.90	0.61	0.74	0.74



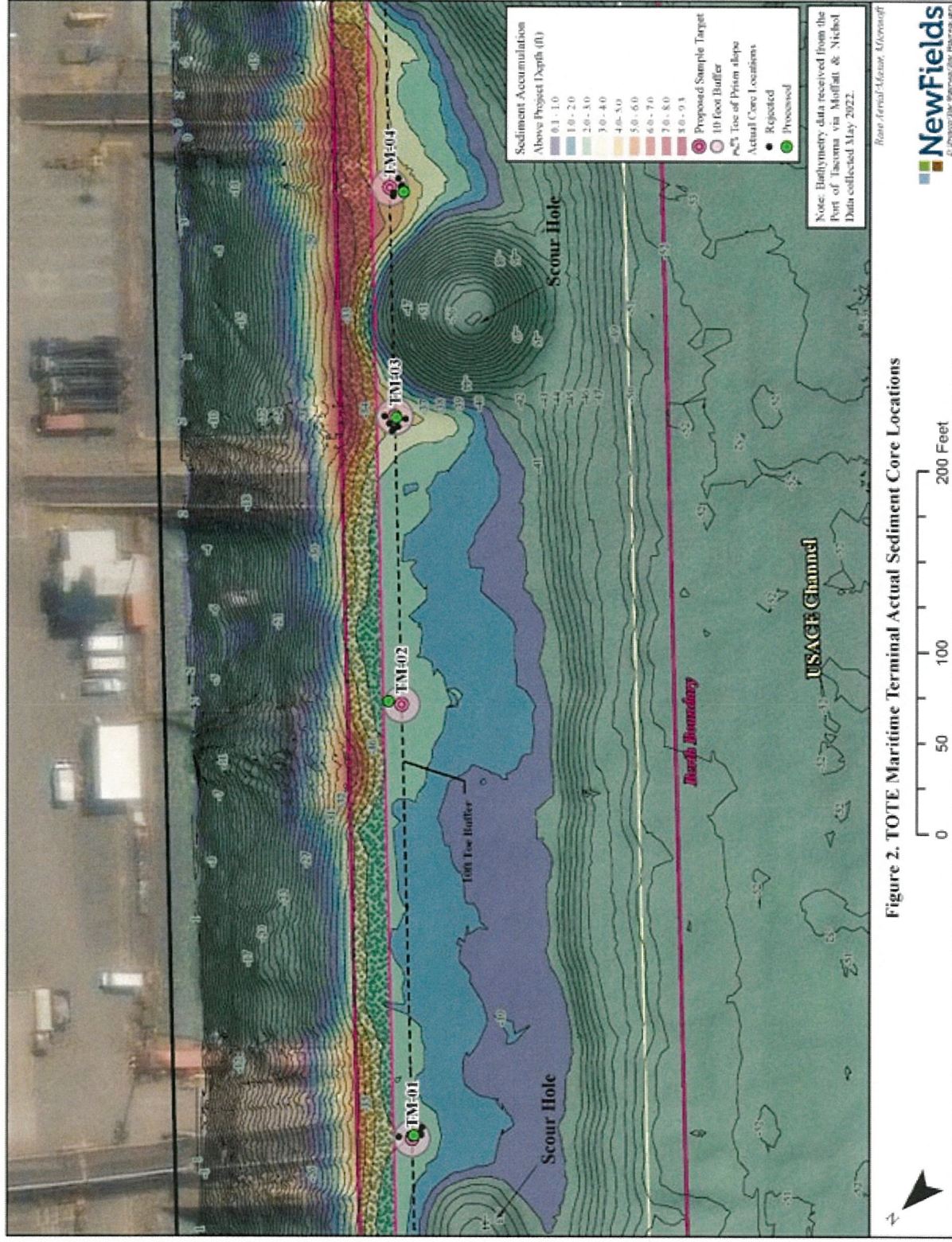


Figure 2. TOTE Maritime Terminal Actual Sediment Core Locations

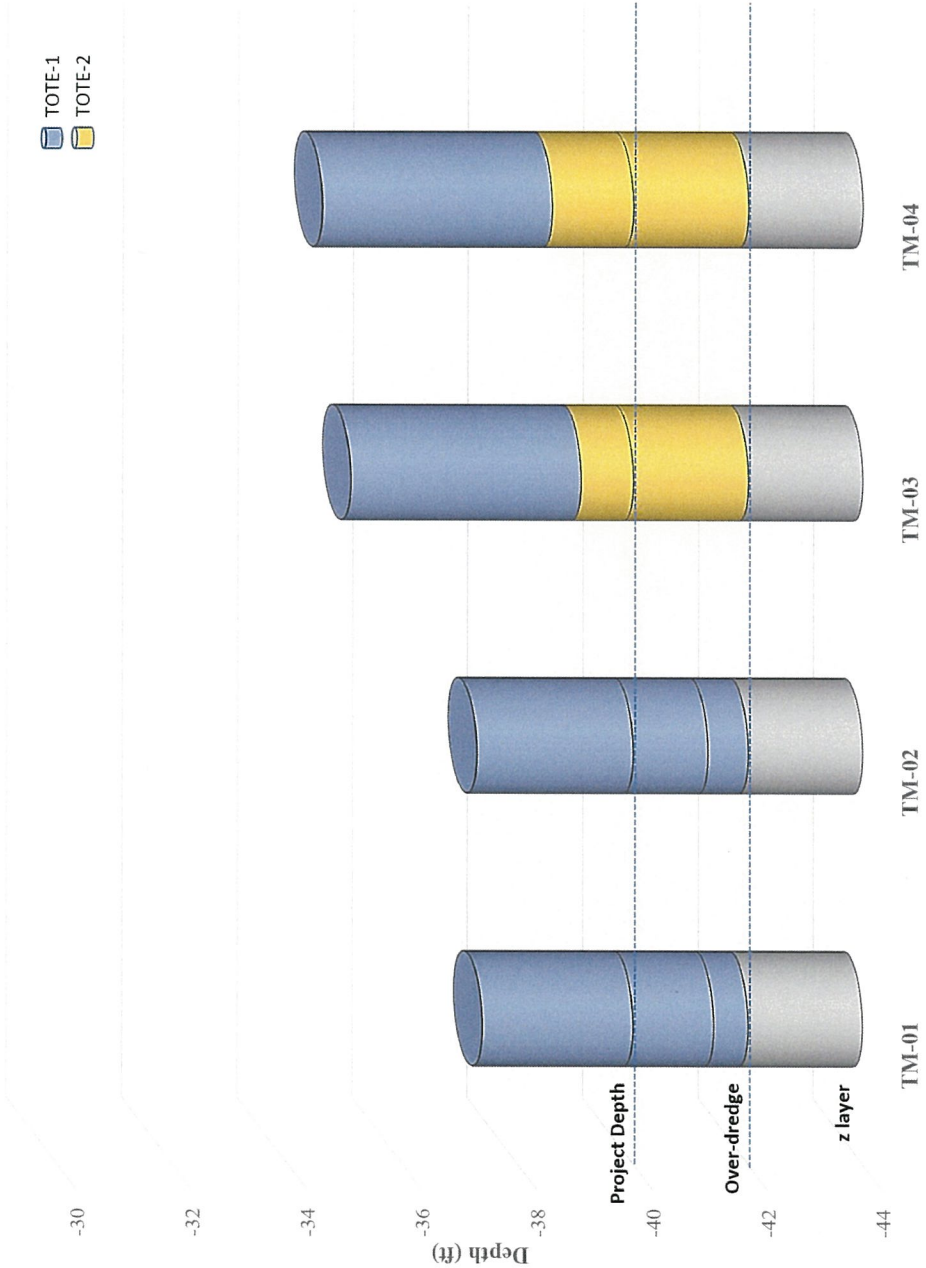


Figure 3. TOTE Sediment Core Profiles and Intervals Included in Each DMMU

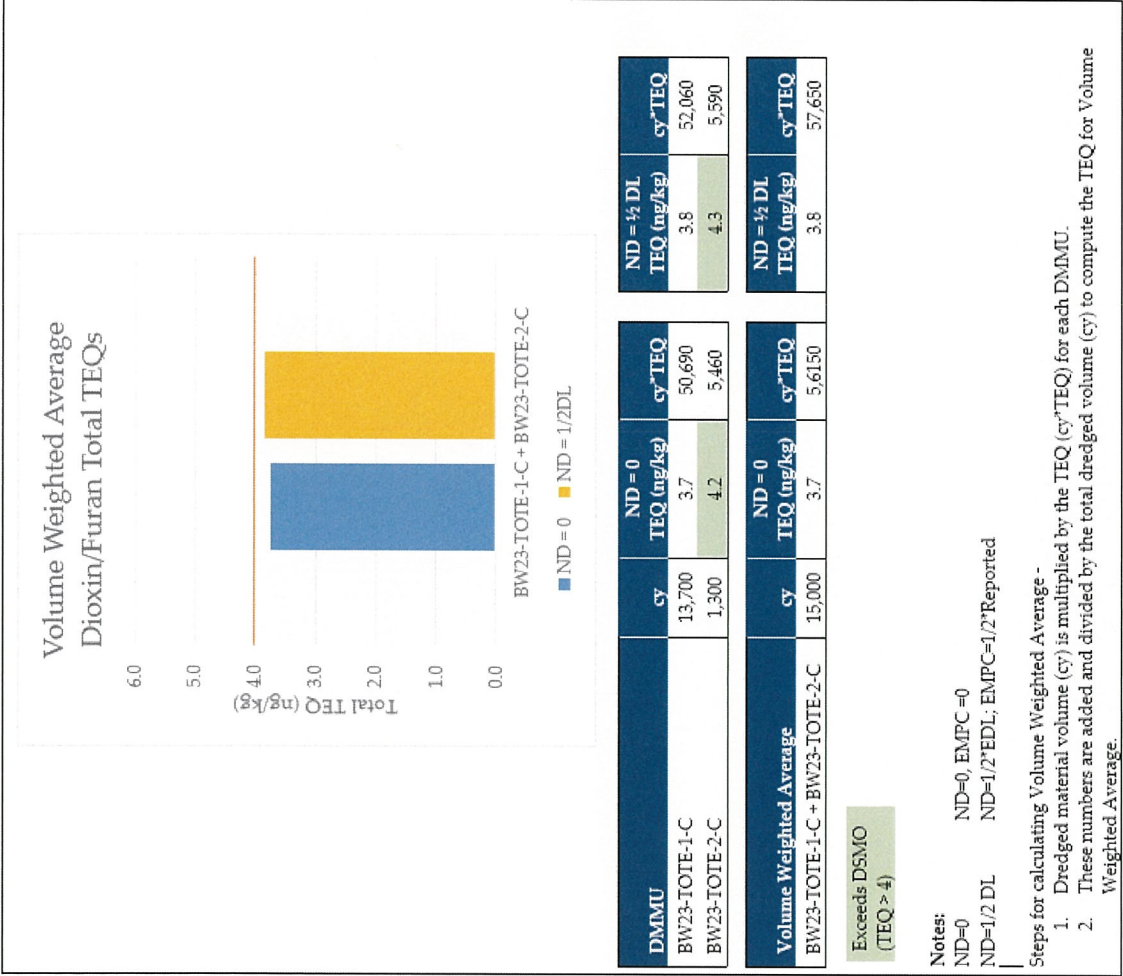


Figure 4. Volume-Weighted Average Concentrations for D/F Total TEQs



STATE OF WASHINGTON  
**DEPARTMENT OF ECOLOGY**

PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

October 17, 2024

Port of Tacoma  
ATTN: Robert Brenner  
P.O. Box 1837  
Tacoma, WA, 98401-1837

Re: **Water Quality Certification Order No. 23235** (Corps No. **NWS-2024-0040**), Port of Tacoma TOTE Maritime Alaska Maintenance Dredge, Pierce County, Washington

Dear Robert Brenner:

On 4/3/2024, the Port of Tacoma submitted a request for a Section 401 Water Quality Certification (WQC) under the federal Clean Water Act for the Port of Tacoma TOTE Maritime Alaska Maintenance Dredge, Pierce County, Washington.

On behalf of the state of Washington, the Department of Ecology certifies with conditions that the work described in the Water Quality Certification Request and supplemental documents complies with applicable provisions of Sections 301, 302, 303, 306, and 307 of the Clean Water Act, as amended, and applicable state laws. **This certification is subject to the enclosed Water Quality Certification Order (WQC Order).**

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

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

Sincerely,

A handwritten signature in cursive script that reads "Loree' Randall".

---

Loree' Randall, Section Manager  
Aquatic Permitting and Protection Section  
Shorelands and Environmental Assistance Program

WQC Order No. 23235, Corps No. NWS-2024-0040  
Aquatics ID No. 142972  
October 17, 2024  
Page 2 of 2

Enclosures (2)

By certified mail: 9489 0090 0027 6391 8522 48

Sent via e-mail: [rbrenner@portoftacoma.com](mailto:rbrenner@portoftacoma.com)

E-cc: LeeAnn Simmons, U.S. Army Corps of Engineers  
Erin Hanlon Brown, Ecology  
Laura Inouye, Ecology  
[ECYREFEDPERMITS@ecy.wa.gov](mailto:ECYREFEDPERMITS@ecy.wa.gov)

In The Matter of Granting a Water Quality  
Certification with Conditions to Port of Tacoma  
pursuant to 33 U.S.C. 1341 (FWPCA § 401), RCW 90.48.120,  
RCW 90.48.260 and Chapter 173-201A WAC

Port of Tacoma  
Attn: Robert Brenner  
P.O. Box 1837  
Tacoma, WA 98401-1837

<b>WQC Order No.</b>	23235
<b>Corps Reference No.</b>	NWS-2024-0040
<b>Site Location</b>	Port of Tacoma TOTE Maritime Alaska Maintenance Dredge, located within Blair Waterway, Tacoma, Pierce County, Washington.

Port of Tacoma submitted a request for a Section 401 Water Quality Certification (WQC) under the federal Clean Water Act to the Department of Ecology (Ecology) for the Port of Tacoma TOTE Maritime Alaska Maintenance Dredge, Pierce County, Washington. The following required processing dates are listed below:

- On 8/14/2023 the Port of Tacoma submitted a pre-filing meeting request.
- On 4/3/2024, Ecology received a request for Clean Water Section 401 Water Quality Certification.
- On 7/5/2024, Port of Tacoma submitted additional information, and the Department of Ecology (Ecology) considered the Request valid on this date.
- On 7/18/2024, Ecology issued a public notice for the project.
- Ecology's "Reasonable Period of Time" for this project has been established as 4/3/2025.

The project would remove up to 15,000 cubic yards (cy) of accumulated sediment, of which up to roughly 5,000 CY is over dredge, through maintenance dredging. Maintenance dredging is proposed to the authorized depth of -40 feet mean lower low water (MLLW) to the previously permitted depth to restore the berthing areas at TOTE, plus an incidental 2-foot over-dredge allowance to cover potential over dredging by the contractor to a maximum of -42 feet MLLW. Maintenance dredging will be performed by mechanical dredging equipment. Dredged material will be placed on a barge for transportation to the Commencement Bay open-water dredged material disposal site.

The project site is located at Port of Tacoma's TOTE Maritime Alaska facility, Blair Waterway, Pierce County, Washington, Section NE 7, Township 21 N., Range 03 E., within Water Resource Inventory Area (WRIA) 10 (Puyallup/White).

## Authorities

In exercising authority under 33 U.S.C. §1341, 40 CFR Part 121, RCW 90.48.120, RCW 90.48.260, and Chapter 173-201A, Ecology has reviewed this WQC request pursuant to the following:

1. Conformance with applicable water quality-based, technology-based, and toxic or pretreatment effluent limitations as provided under 33 U.S.C. §§1311, 1312, 1313, 1316, and 1317.
2. Conformance with the state water quality standards contained in Chapter 173-201A WAC and authorized by 33 U.S.C. §1313 and by Chapter 90.48 RCW, and with other applicable state laws; and
3. Conformance with the provision of using all known, available and reasonable methods to prevent and control pollution of state waters as required by RCW 90.48.010.
4. Conformance with Washington's prohibition on discharges that cause or tend to cause pollution of waters of the state of Washington. RCW 90.48.080.
5. The Project Proponent of the project authorized is responsible for obtaining all other permits, licenses, and certifications that may be required by federal, state, local or tribal authorities.

With this Water Quality Certification Order (WQC Order), Ecology is granting with conditions Port of Tacoma's request for a Section 401 Water Quality Certification for the Port of Tacoma TOTE Maritime Alaska Maintenance Dredge, Blair Waterway located in Pierce County. Ecology has determined that the proposed discharges will comply with all applicable state water quality and other appropriate requirements of State law, provided the project is conducted in accordance with the WQC request that Ecology received on 4/3/2024, the supporting documents referenced in Table 1 below, **and the conditions of this WQC Order.**

**Table 1** Supporting Documents

Date Received	Document Type	Title and Date	Author
4/3/2024	Joint Aquatic Resources Permit Application (JARPA) Form	JARPA 12/2/2023	Stanley Sasser, Port of Tacoma
4/3/2024	State Environmental Policy Act	Determination of Non-Significance 1/18/2024	Jason Jordan, Port of Tacoma
6/11/2024	Biological Evaluation	Biological Evaluation, TOTE Maritime Alaska	Leon Environmental, LCC

		Terminal Maintenance Dredging, Port of Tacoma, February 2023	
8/29/2024	Suitability Determination	Suitability Determination Memorandum and Antidegradation Assessment for TOTE Maritime Terminal in Blair Waterway, Tacoma, Washington (NWS-2024-40). 8/15/2024	DMMP
8/30/2024	Dredge Plan	Draft Dredging Plan – TOTE Maintenance Dredging Project, 8/28/2024	Robert Brenner, Port of Tacoma
8/30/2024	Water Quality Monitoring and Protection Plan	Water Quality Monitoring and Protection Plan, TOTE Maintenance Dredging, 8/30/2024	Robert Brenner, Port of Tacoma

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

### Water Quality Certification Conditions

The following conditions will be incorporated into the Corps permit and strictly adhered to by the Port of Tacoma. Specific condition justifications and citations are provided below.

#### A. General Conditions

1. In this WQC Order, the term “Project Proponent” shall mean the Port of Tacoma and its agents, assignees, and contractors.

- Justification - Ecology needs to identify that conditions of this WQC Order apply to anyone conducting work on behalf of the Project Proponent to ensure compliance with the water quality standards and other applicable state laws.
  - Citation - 40 CFR 121.1(j), Chapter 90.48 RCW, RCW 90.48.080, RCW 90.48.120, RCW 90.48.260, Chapter 173-200 WAC, Chapter 173-201A WAC, and WAC 173-225-010.
2. All submittals required by this WQC Order shall be sent to Ecology's Headquarters Office, Attn: Federal Permit Manager, via e-mail to [fednotification@ecy.wa.gov](mailto:fednotification@ecy.wa.gov) and cc to [Laura.Inouye@ecy.wa.gov](mailto:Laura.Inouye@ecy.wa.gov). The submittals shall be identified with WQC Order No. 23235 and include the Project Proponent's name, Corps permit number, project name, project contact, and the contact phone number.
- Justification - Ecology needs to identify where information and submittals are to be submitted to be in compliance with the requirements of this WQC Order.
  - Citation - Chapter 90.48 RCW, RCW 90.48.120, RCW 90.48.260, Chapter 173-201A WAC, and WAC 173-225-010.
3. Work authorized by this WQC Order is limited to the work described in the WQC request package received by Ecology on 4/3/2024 and the supporting documentation identified in Table 1.
- Justification - Ecology has the authority to prevent and control pollution of state waters. By authorizing a discharge into a water of the state, through a WQC, Ecology is certifying the project as proposed will not negatively impact water quality. Therefore, it is imperative the project is conducted as it was presented during the review process. Any deviations from information within the WQC Request package and this WQC Order must be disclosed prior to the initiation of the planned work, and may require a new WQC request.
  - Citation - 40 CFR 121.5, 40 CFR 121.10, 40 CFR 121.11, Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.120, RCW 90.48.260, Chapter 173-200 WAC, Chapter 173-201A WAC, Chapter 173-204 WAC, and WAC 173-225-010.
4. The Project Proponent shall keep copies of this WQC Order on the job site and readily available for reference by Ecology personnel, the construction superintendent, construction managers and lead workers, and state and local government inspectors.
- Justification - All parties (including on-site contractors) must be aware of and comply with the WQC Order for the protection of water quality.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, Chapter 173-201A WAC, and WAC 173-225-010.

5. The Project Proponent shall provide access to the project site and all mitigation sites upon request by Ecology personnel for site inspections, monitoring, and/or necessary data collection, to ensure that conditions of this WQC Order are being met.
  - Justification - Ecology must be able to investigate and inspect construction sites and facilities for compliance with all state rules and laws.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.090, RCW 90.48.120, Chapter 173-201A WAC, and WAC 173-225-010.
6. The Project Proponent shall ensure that all project engineers, contractors, and other workers at the project site with authority to direct work have read and understand relevant conditions of this WQC Order and all permits, approvals, and documents referenced in this WQC Order. The Project Proponent shall provide Ecology a signed statement (see Attachment A for an example) before construction begins.
  - Justification - Ecology needs to ensure that anyone conducting work at the project, on behalf of the Project Proponent, are aware of and understand the required conditions of this WQC Order to ensure compliance with the water quality standards and other applicable state laws.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, Chapter 173-201A WAC, and WAC 173-225-010.
7. This WQC Order does not authorize direct, indirect, permanent, or temporary impacts to waters of the state or related aquatic resources, except as specifically provided for in conditions of this WQC Order.
  - Justification - Ecology has the authority to prevent and control pollution of state waters, and to protect designated uses. By authorizing a discharge into a water of the state, through a water quality certification, Ecology is certifying the project as proposed will not negatively impact state water quality and will comply with the state's water quality requirements. Therefore, it is imperative the project is conducted as it was presented during the review process, and as conditioned herein.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.120, Chapter 173-200 WAC, Chapter 173-201A WAC, WAC 173-201A-300(2)(e)(i), WAC 173-201A-310, WAC 173-204-120, and WAC 173-225-010.
8. Failure of any person or entity to comply with the WQC Order may result in the issuance of civil penalties or other actions, whether administrative or judicial, to enforce the state's water quality standards and the conditions of this WQC Order.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses. Ecology has independent state authority to ensure protection of state water quality. Civil penalties and other enforcement actions are the primary means of securing compliance with water quality requirements.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.037, RCW 90.48.080, RCW 90.48.120, RCW 90.48.140, RCW 90.48.142, RCW 90.48.144, and WAC 173-225-010.
9. The Project Proponent shall provide Ecology documentation for review before undertaking any major changes to the proposed project that could significantly and adversely affect water quality, other than those project changes required by this WQC Order.
- Justification - Ecology has independent authority to enforce our 401 certification conditions issued through this WQC Order pursuant to RCW 90.48, and has independent state authority to ensure protection of state water quality. In order to ensure the project will comply with water quality standards in the event of any major changes, Ecology must be able to review the scope of work involved in the construction and operation of the project, otherwise all work must stop and a new 401 certification pre-filing meeting, followed by a new WQC request (after requisite 30-days) is required.
  - Citation - 40 CFR 121.1(k) and (n), 40 CFR 121.3, 40 CFR 121.5, 40 CFR 121.11, Chapter 90.48 RCW, and Chapter 173-201 WAC.
10. The Project Proponent shall send (per A.2.) a copy of the final Federal permit via e-mail to [fednotification@ecy.wa.gov](mailto:fednotification@ecy.wa.gov) and cc to Federal Permit Manager prior to the starting of any work authorized by this WQC Order. If the Federal Agency determines the proposed project does not require a Federal permit, the Project Proponent shall immediately inform Ecology.
- Justification - This condition is needed to ensure that the federal permit has been issued and all the conditions of the WQC Order have been included into the federal permit.
  - Citation - 40 CFR 121.10, 40 CFR 121.11, and Chapter 90.48 RCW.
11. To transfer this WQC Order to a new owner or operator the Project Proponent shall:
- a. Complete a Request for Transfer of Order with a specific transfer date of the WQC Order's obligations, coverage, and liability and submit it to Ecology per condition A.2. Link to form: <https://apps.ecology.wa.gov/publications/SummaryPages/ECY070695.html>;
  - b. Provide a copy of this WQC Order to the new owner or operator; and

- c. The transfer is not considered valid until the Project Proponent receives written notification from Ecology that the transfer has been approved.
  - Justification – Ecology has independent state authority to ensure protection of state water quality. Ecology needs to ensure that anyone conducting work at the project, including any new owners or operators, are aware of and understand the required conditions of this WQC Order to ensure compliance with the water quality standards and other applicable state laws.
  - Citation – 40 CFR 121.5, Chapter 90.48 RCW, RCW 90.48.030, Chapter 173-201A WAC, and WAC 173-225-010.

## **B. Notification Requirements**

1. The following notifications shall be made via phone or e-mail (e-mail is preferred) to Ecology's Federal Permit Manager via e-mail to [fednotification@ecy.wa.gov](mailto:fednotification@ecy.wa.gov) and cc to [Laura.Inouye@ecy.wa.gov](mailto:Laura.Inouye@ecy.wa.gov). Notifications shall be identified with WQC Order No.23235 Corps Reference No. NWS-2024-0040, and include the Project Proponent name, project name, project location, project contact and the phone number.
  - a. Immediately following a violation of state water quality standards or when the project is out of compliance with any conditions of this WQC Order;
  - b. At least ten (10) days prior to all pre-construction meetings;
  - c. At least ten (10) days prior to conducting initial in-water work activities; and
  - d. Within seven (7) days of completion of each in-water work activities.
    - Justification - Ecology has independent state authority to ensure protection of state water quality. Ecology must be aware of when a project starts and ends and whether there are any issues. This allows Ecology to evaluate compliance with the state water quality requirements.
    - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.120, Chapter 173-201A WAC, WAC 173-201A-300 - 330, Chapter 173-204 WAC, and WAC 173-225-010.
2. In addition to the phone or e-mail notification required under B.1.a. above, the Project Proponent shall submit a detailed written report to Ecology within five (5) days that describes the nature of the event, corrective action taken and/or planned, steps to be taken to prevent a recurrence, results of any samples taken, and any other pertinent information.

- Justification - Ecology has independent state authority to ensure protection of state water quality. This condition is intended to assure the Project Proponent remains in full compliance with state water quality requirements for the duration of the project.
  - Citation - Chapter 90.48 RCW, RCW 90.48.120, Chapter 173-201A WAC, and WAC 173-225-010.
3. If the project construction is not completed within 13 months of issuance of this WQC Order, the Project Proponent shall submit per Condition A2 a written construction status report and submit status reports every 12 months until construction and mitigation are completed.
- Justification - Ecology has independent state authority to ensure protection of state water quality. Ecology must be aware of when a project starts and ends and whether there are any issues. This allows Ecology to evaluate compliance with the state water quality requirements.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.120, Chapter 173-201A WAC, WAC 173-201A-300 - 330, Chapter 173-204 WAC, and WAC 173-225-010.

### C. Timing

1. This WQC Order is effective upon issuance of the U.S. Corps of Engineers (Corps) individual permit for this project and will remain valid for 5 years after the issuance of this Water Quality Certification.
- Justification – Certifications are required for any license or permit that authorizes an activity that may result in a discharge or fill material into waters. This WQC Order is not valid until the Federal agency issues a permit. Additionally, Ecology needs to be able to specify how long the WQC Order will be in effect.
  - Citation – Chapter 90.48 RCW, Chapter 173-201A WAC, and WAC 173-225-010.
2. The following in-water work windows apply to the project:
- a. All activities within the wetted perimeter of the Blair Waterway may be conducted between July 15 through February 15 of any year.
- Justification - This condition is reaffirming the project will take place during a time period that will not harm fish or other aquatic species.
  - Citation - Chapter 77.55 RCW, Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300, WAC 173-201A-330, WAC 173-225-010, and Chapter 220-660 WAC.

3. Any project change that requires a new or revised Hydraulic Project Approval (HPA) from the Department of Fish and Wildlife should be sent to Ecology for review before the change is implemented.
  - Justification - This condition is reaffirming the project will take place during a time period that will not harm fish or other aquatic species.
  - Citation - Chapter 77.55 RCW, Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300, WAC 173-201A-330, WAC 173-225-010, and Chapter 220-660 WAC.

#### **D. Water Quality Monitoring and Criteria**

1. This WQC Order does not authorize the Project Proponent to exceed applicable water quality standards beyond the limits established in Chapter 173-201A WAC, except as authorized by this WQC Order.
  - Justification - This condition ensures compliance with water quality standards to protect surface waters of the state. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
2. For in-water activities within marine waters turbidity shall not exceed 10 NTU over background when the background is 50 NTU or less; or a 20 percent increase in turbidity when the background turbidity is more than 50 NTU.
  - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
3. This WQC Order does not authorize the Project Proponent to exceed applicable turbidity standards beyond the limits established in Chapter 173-201A WAC as set forth below, unless otherwise authorized in this WQC Order:
  - a. Temporary area of mixing for turbidity established within the state water quality standards for marine waters (WAC 173-201A-210) is as follows:

01. For estuaries or marine waters, the point of compliance for a temporary area of mixing shall be at a radius of one hundred fifty feet from the activity causing the turbidity exceedance.
  - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
4. The Project Proponent shall implement the approved Water Quality Monitoring and Protection Plan (WQMPP), identified in Table 1.
  - Justification - This condition is necessary to ensure that the monitoring and BMPs that are proposed by the Project Proponent and authorized by Ecology are conducted to protect water quality. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
5. If water quality exceedances for turbidity are observed outside the point of compliance, work shall cease immediately and the Project Proponent or the contractor shall assess the cause of the water quality problem and take immediate action to stop, contain, and correct the problem and prevent further water quality turbidity exceedances.
  - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
6. Visible turbidity anywhere beyond the temporary area of mixing (point of compliance) from the activity, shall be considered an exceedance of the standard.
  - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.

- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
7. Monitoring results shall be submitted weekly to Ecology's Federal Permit Manager, per condition A.2.
- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution and prevent exceedances of the water quality standards that protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
8. Ecology may ask or could use its discretionary authority to require the Project Proponent to provide mitigation and/or additional monitoring if the monitoring results indicate that the water quality standards have not been met.
- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution and ensure that aquatic life and beneficial uses are protected.
  - Citation - RCW 90.48, RCW 90.48.010, RCW 90.48.030, RCW 90.48.080, RCW 90.48.120, Chapter 173-201A WAC, 173-201A-300-330 WAC, and Chapter 173-204 WAC.

## **E. Construction**

### **General Conditions**

1. All work in and near waters of the state shall be conducted to minimize turbidity, erosion, and other water quality impacts. Construction stormwater, sediment, and erosion control Best Management Practices (BMPs) suitable to prevent exceedances of state water quality standards shall be in place before starting maintenance and shall be maintained throughout the duration of the activity.
  - Justification - Disturbed areas without appropriate BMPs and construction methods can discharge excess sediment to waters of the state and degrade water quality. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, Chapter 90.48.030 RCW, Chapter 90.48.080 RCW, Chapter 173-201A WAC, Chapter 173-201A-300-330 WAC, Chapter 173-204-120 WAC, and Chapter
2. All equipment being used below the ordinary high water mark shall utilize biodegradable hydraulic fluid.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

### **Equipment and Maintenance**

3. Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc., shall be checked regularly for drips or leaks, and shall be maintained and stored properly to prevent spills into state waters.
  - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, Chapter 173-200, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
4. Barges shall not be allowed to ground-out during in-water construction.
  - Justification - This condition is necessary to protect shallow water habitat and prevent suspension of sediment. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, Chapter 173-201A WAC, 173-201A-300-330 WAC, and Chapter 173-204 WAC.
5. Barges shall be kept free of material that could be blown into water.
  - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
6. No return water is allowed to discharge from the barge(s) into waters of the state during transit to the disposal site.

- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
- Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

## **Dredging**

7. All dredging is to be done using a mechanical (clamshell) dredge. Ecology must approve any other dredging method prior to its use.
  - Justification - Ecology has reviewed the project and the BMPs for a specific type of dredging. Changes to the dredging method would require different BMPs. If new dredging methods are proposed, a new WQC pre-filing meeting request, followed by a new WQC request (after requisite 30-days) is required.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.52-040 RCW, Chapter 90.54.020(2)(b) RCW, Chapter 173-201A WAC, Chapter 173-201A-240(5)(b) WAC, and Chapter 173-204-400(2) WAC, and WAC 173-225-010.
8. All suitable dredged material will be disposed of by bottom dump barge at the Commencement Bay open-water disposal site.
  - Justification - Ecology has reviewed the project and the BMPs for a specific type of disposal technique and disposal location. If different in-water disposal sites are proposed, a new WQC pre-filing meeting request, followed by a new WQC request (after requisite 30-days) is required.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.52-040 RCW, Chapter 90.54.020(2)(b) RCW, Chapter 173-201A WAC, Chapter 173-201A-240(5)(b) WAC, and Chapter 173-204-400(2), and WAC 173-225-010.
9. Dredging operations shall be conducted in a manner that minimizes the disturbance and siltation of adjacent waters and prevents the accidental discharge of petroleum products, chemicals or other toxic or deleterious substances into state waters.
  - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

10. Dredged material shall not be temporarily or permanently stockpiled below the OHWM.
  - Justification - Stockpiles below the OHWM can discharge excess sediment to waters of the state and degrade water quality. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
11. All debris larger than two (2) feet in any dimension shall be removed from the dredged sediment prior to disposal at the open water site. Similar-sized debris floating in the dredging or disposal area shall be removed.
  - Justification - Ecology must be assured that the Project Proponent is managing and disposing of material to protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
12. A pre-dredge meeting is required to be convened prior to the start of dredging. A final **Dredging and Disposal Work plan** (work plan) consistent with the draft dredge plan (Table 1) shall be submitted to Ecology per Condition A2 two weeks prior to the pre-dredge meeting. The Dredging and Disposal work plan (work plan) shall include the following:
  - a. General information including schedule, primary contact, and hours of operation.
  - b. Dredged quantities and disposal location, including any upland locations.
  - c. Dredging procedures and sequence.
  - d. Equipment list.
  - e. A description of the BMPs to be used for dredging, debris removal, dewatering, trans loading, and disposal.
    - Justification - Ecology needs to meet with the Project Proponent and contractor to go over the work plan prior start of work to ensure that the plan reflects the project that has been authorized by this WQC Order. This condition is intended to assure the Project Proponent remains in full compliance with state water quality requirements for the duration of the project.

- Citation - Chapter 70A.200 RCW, Chapter 77.55 RCW, RCW 79.02.300, Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.52-040 RCW, RCW 90.54.020(2)(b), Chapter 173-201A WAC, WAC 173-201A-240(5)(b), WAC 173-201A-300, WAC 173-201A-330, WAC 173-204-400(2), WAC 173-225-010, and Chapter 220-660 WAC.
13. All dredging and disposal shall have a valid suitability determination prior to in-water work. This area ranks moderate in potential for contamination and the recency determination extends through December 2028. Contact the DMMO for a possible extension on this suitability determination.
- Justification - The DMMP process confirms that material is suitable for in-water disposal and that the project meets state anti-degradation regulations.
  - Citation - Chapter 173-201A WAC, Chapter 173-201A-230 WAC, WAC 173-201A-240(1), WAC 173-201A-240(2), Chapter 173-204 WAC, WAC 173-204-110-120, WAC 173-204-400(2), WAC 173-204-410(7), WAC 173-204-350(d), and Chapter 173-225 WAC.
14. Only approximately 15,000 cubic yards of dredged material is allowed for a one-time maintenance dredge event. Note: If additional material needs to be dredged and disposed of, a new WQC pre-filing meeting request, followed by a new WQC request (after requisite 30-days) is required.
- Justification – Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
  - Citation - Chapter 173-201A WAC, WAC 173-201A-230, WAC 173-201A-240(1), WAC 173-201A-240(2), WAC, Chapter 173-204 WAC, WAC 173-204-110-120, WAC 173-204-400(2), WAC 173-204-410(7), WAC 173-204-350(d), and Chapter 173-225 WAC.
15. Any deviations from the authorized dredging footprint, depths, or volumes must be reported to the Project Manager within 24 hours of discovery.
- Justification - Ecology has the authority to prevent and control pollution of state waters. By authorizing a discharge into a water of the state, through a WQC, Ecology is certifying the project as proposed will not negatively impact water quality. Therefore, it is imperative the project is conducted as it was presented during the review process.
  - Citation - 40 CFR 121.5, 40 CFR 121.10, 40 CFR 121.11, Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.120, RCW 90.48.260, Chapter 173-200 WAC, Chapter 173-201A WAC, Chapter 173-204 WAC, and WAC 173-225-010.

16. A post-dredge report shall be submitted to the Project Manager within 30 days of completion of dredging shall include:
    - a. The final dredge volume
    - b. location(s) of in-water placement
    - c. volume and location(s) of material placed in uplands.
    - d. Plotted results of the post-dredge bathymetric survey. Results must clearly display the post-dredge sediment surface in relation to the permitted dredge boundary and depth, as well as the location of project features such as docks, wharfs and other landmarks. The vertical datum must be clearly indicated.
- Justification - Ecology has the authority to prevent and control pollution of state waters. By authorizing a discharge into a water of the state, through a WQC, Ecology is certifying the project as proposed will not negatively impact water quality. Therefore, it is imperative the project is conducted as it was presented during the review process.
  - Citation - 40 CFR 121.5, 40 CFR 121.10, 40 CFR 121.11, Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.120, RCW 90.48.260, Chapter 173-200 WAC, Chapter 173-201A WAC, Chapter 173-204 WAC, and WAC 173-225-010.

#### **F. Emergency/Contingency Measures**

1. The Project Proponent shall develop and implement a spill prevention and containment plan for all aspects of this project.
  - Justification - Ecology must ensure that the Project Proponent has a plan to prevent pollution from entering waterways. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, Chapter 90.56.280 RCW, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, WAC 173-225-010, and WAC 173-303-145.
2. The Project Proponent shall have adequate and appropriate spill response and cleanup materials available on site to respond to any release of petroleum products or any other material into waters of the state.

- Justification - Ecology must have assurance that the Project Proponent has the material readily available in WQC Order to address any spills that might occur to protect waters of the state. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, RCW 90.56.280, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, WAC 173-225-010, and WAC 173-303-145.
3. Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc., shall be checked regularly for drips or leaks, and shall be maintained and stored properly to prevent spills into state waters.
- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, RCW 90.56.280, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, WAC 173-225-010, and WAC 173-303-145.
4. Work causing distressed or dying fish and discharges of oil, fuel, or chemicals into state waters or onto land with a potential for entry into state waters is prohibited. If such work, conditions, or discharges occur, the Project Proponent shall notify Ecology's Federal Permit Manager, per condition A2, and immediately take the following actions:
- a. Cease operations at the location of the non-compliance.
  - b. Assess the cause of the water quality problem and take appropriate measures to correct the problem and prevent further environmental damage.
  - c. In the event of a discharge of oil, fuel, or chemicals into state waters, or onto land with a potential for entry into state waters, containment and cleanup efforts shall begin immediately and be completed as soon as possible, taking precedence over normal work. Cleanup shall include proper disposal of any spilled material and used cleanup materials.
  - d. Immediately notify Ecology's Regional Spill Response Office and the Washington State Department of Fish and Wildlife with the nature and details of the problem, any actions taken to correct the problem, and any proposed changes in operation to prevent further problems.

- e. Immediately notify the National Response Center at 1-800-424-8802, for actual spills to water only.
  - Justification - This condition is necessary to prevent oil and hazardous materials spills from causing environmental damage and to ensure compliance with water quality requirements. The sooner a spill is reported, the quicker it can be addressed, resulting in less harm. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, RCW 90.56.280, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, WAC 173-225-010, and WAC 173-303-145.
5. Notify Ecology's Regional Spill Response Office immediately if chemical containers (e.g. drums) are discovered on-site or any conditions present indicating disposal or burial of chemicals on-site that may impact surface water or ground water.
  - Justification - Oil and hazardous materials spills cause environmental damage. The sooner a spill is reported, the quicker it can be addressed, resulting in less harm. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
  - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, RCW 90.56.280, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, WAC 173-225-010, and WAC 173-303-145.

## **Your right to appeal**

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

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

- File your notice of appeal and a copy of this WQC Order with the PCHB (see filing information below). "Filing" means actual receipt by the PCHB during regular business hours as defined in WAC 371-08-305 and -335. "Notice of appeal" is defined in WAC 371-08-340.
- Serve a copy of your notice of appeal and this WQC Order on the Department of Ecology mail, in person, or by email (see addresses below).

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

## Filing an appeal

### Filing with the PCHB

For the most current information regarding filing with the PCHB, visit: <https://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](mailto:ecologyappeals@ecy.wa.gov)

## Americans with Disabilities Act Information

### Accommodation Requests

To request ADA accommodation including materials in a format for the visually impaired, call Ecology at 360-407-6831 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TTY at 877-833-6341.

## Contact Information

Please direct all questions about this WQC Order to:

Laura Inouye  
Department of Ecology  
360-515-8213

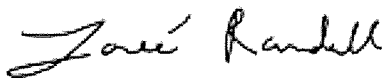
[Laura.Inouye@ecy.wa.gov](mailto:Laura.Inouye@ecy.wa.gov)

## More Information

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

## Signature

Dated this 17th day of October 2024 at the Department of Ecology, Lacey, Washington.



---

Loree' Randall, Section Manager  
Aquatic Permitting and Protection Section  
Shorelands and Environmental Assistance Program

**Attachment A**

**Statement of Understanding  
Water Quality Certification Conditions**

Port of Tacoma TOTE Maritime Alaska Maintenance Dredge

Water Quality Certification WQC Order No. 23235

As the Project Proponent for Port of Tacoma TOTE Maritime Alaska Maintenance Dredge project, I have read and understand the conditions of Washington State Department of Ecology WQC Order No. 23235, and any permits, plans, documents, and approvals referenced in the WQC Order. I have and will continue to ensure that all project engineers, contractors, and other workers at the project site with authority to direct work have read and understand the conditions of this WQC Order and any permits, plans, documents, and approvals referenced in the WQC Order.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Company

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STATE OF WASHINGTON  
**DEPARTMENT OF ECOLOGY**  
PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

October 22, 2024

Port of Tacoma  
Attn: Robert Brenner  
P.O. Box 1837  
Tacoma, WA 98401

Re: **Coastal Zone Management** Federal Consistency Decision for Port of Tacoma TOTE  
Maritime Alaska Maintenance Dredge (Corps No. NWS-2024-00040), Blair Waterway,  
Tacoma, Pierce County, Washington

Dear Robert Brenner:

On June 11, 2024, the Department of Ecology (Ecology) received a Certification of Consistency with the Washington State Coastal Zone Management Program (CZMP) for the above project. 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.

The proposed work includes dredging up to 15,000 cubic yards (cy) of accumulated sediment, of which up to roughly 5,000 cy is over dredge, through maintenance dredging. Maintenance dredging is proposed to the authorized depth of -40 feet mean lower low water (MLLW) to the previously permitted depth to restore the berthing areas at TOTE, plus an incidental 2-foot over-dredge allowance to cover potential over dredging by the contractor to a maximum of -42 feet MLLW. Maintenance dredging will be performed by mechanical dredging equipment. Dredged material will be placed on a barge for transportation to the Commencement Bay open-water dredged material disposal site. This activity will occur in Blair Waterway, Tacoma, Pierce Washington.

If you have any questions regarding Ecology's decision, please contact Laura Inouye at 360-515-8213.

## 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 mail, in person, or by email (see addresses below).

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

## Filing an appeal

### Filing with the PCHB

For the most current information regarding filing with the PCHB, visit: <https://eluh0.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](mailto:ecologyappeals@ecy.wa.gov)

Corps No. NWS-2024-00040, Aquatics ID No. 142972  
October 22, 2024  
Page 3 of 3

Sincerely,

A handwritten signature in black ink that reads "Loree' Randall". The signature is written in a cursive, slightly slanted style.

Loree' Randall, Section Manager  
Aquatic Permitting and Protection Section  
Shorelands and Environmental Assistance Program

Sent via e-mail: [rbrenner@portoftacoma.com](mailto:rbrenner@portoftacoma.com)

E-cc: LeeAnn Simmons, U.S. Army Corps of Engineers  
Laura Inouye, Ecology  
[fedconsistency@ecy.wa.gov](mailto:fedconsistency@ecy.wa.gov)

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## HYDRAULIC PROJECT APPROVAL

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

Issued Date: October 24, 2024  
Project End Date: October 23, 2029

Permit Number: 2024-6-399+01  
FPA/Public Notice Number: N/A  
Application ID: 36024

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Port of Tacoma (Port) ATTENTION: Robert Brenner PO Box 1837 Tacoma, WA 98401-1837	Leon Environmental ATTENTION: Michael Cecil 8047 Burke Ave N Seattle, WA 98103

**Project Name:** Port of Tacoma (TOTE) Maritime Alaska Terminal Maintenance Dredging Project

**Project Description:** The purpose of the proposed maintenance dredging project is to restore the berthing areas at TOTE in the Blair Waterway to the previously permitted depth of -40 feet MLLW, with an incidental 2-foot over-dredge allowance to cover potential over dredging by the contractor. The current conditions do not allow for full vessel loading (economic impact) and could lead to ground out of vessels (safety issue). To achieve this purpose, the Port must dredge up to 15,000 CY of sediments, of which up to roughly 5,000 CY is over dredge. Maintenance dredge will be performed with a clamshell bucket deployed from a barge operating in deep subtidal water near a marine terminal berthing area.

### PROVISIONS

#### AUTHORIZED WORK TIMES

- 1. TIMING LIMITATION:** To protect fish and shellfish habitats at the job site, work below the ordinary high water line must occur from July 15 through December 31 and January 1 through February 15 of any year.
- 2. APPROVED PLANS:** Work must be accomplished per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled, "231110\_TOTE\_JARPA Drawings.pdf", uploaded to APPS on September 10, 2024,, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.

#### NOTIFICATION

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

#### STAGING, JOB SITE ACCESS AND EQUIPMENT



# HYDRAULIC PROJECT APPROVAL

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

Issued Date: October 24, 2024  
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5. Establish the staging area (used for activities such as equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants like petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

6. Check equipment daily for leaks and complete any required repairs before using the equipment in or near the water.

7. Lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols are recommended for use in equipment operated in or near water.

8. Operate vessels with minimal propulsion power to avoid prop scour damage to the bed and marine vegetation habitats.

## CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

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

## DREDGING

10. Conduct dredging with dredge types and methods that cause the least impacts to fish and shellfish.

11. Operate a hydraulic dredge with the intake at or below the bed surface. Raise the intake up to three feet above the bed only for brief periods of purging or flushing the intake system.

12. Operate a dragline or clamshell to minimize turbidity. During excavation, complete each pass with the clamshell or dragline bucket. Do not stockpile dredged material waterward of the ordinary high water line.

13. Dispose of dredged materials at the designated deep water disposal site shown in the approved plans, or in an upland area landward of the ordinary high water line.

14. To minimize turbidity, hopper dredges, scows and barges used to transport dredged materials to the disposal or transfer sites must completely contain the dredged material.

15. To avoid attracting fish to artificial light at night, limit dredging activities to daylight hours whenever feasible.

LOCATION #1: Site Name: Totem Ocean Trailer Express (TOTE) Maritime Alaska  
500 E. Alexander Ave, Tacoma, WA 98421

WORK START: October 24, 2024

WORK END: October 23, 2029

<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
10 - Puyallup - White		Wria 10 Marine			7964	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
NE 1/4	27	21 N	03 E	47.274722	-122.405278	Pierce
<u>Location #1 Driving Directions</u>						

From I-5 S, take exist 137 for WA-99 N toward Fife/Milton. Follow 54th Ave E and Taylor Way E to Alexander Ave E. Turn right onto WA-99 N/54th Ave E. Continue straight onto 54th Ave E. Continue onto Taylor Way E. Turn left onto E. 11th St. Turn right at the 1st cross street onto Alexander Ave E. TOTE Maritime Alaska Tacoma Terminal is at 500 E Alexander Ave, Tacoma, WA 98421



## HYDRAULIC PROJECT APPROVAL

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

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Project End Date: October 23, 2029

FPA/Public Notice Number: N/A

Application ID: 36024

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### APPLY TO ALL HYDRAULIC PROJECT APPROVALS

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

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

This Hydraulic Project Approval does not authorize trespass.

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

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

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

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



## HYDRAULIC PROJECT APPROVAL

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

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Permit Number: 2024-6-399+01  
FPA/Public Notice Number: N/A  
Application ID: 36024

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

### APPEALS INFORMATION

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

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

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

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



## HYDRAULIC PROJECT APPROVAL

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

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Project End Date: October 23, 2029

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FPA/Public Notice Number: N/A

Application ID: 36024

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

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

Habitat Biologist Miles.Penk@dfw.wa.gov

Miles Penk 360-480-2908

A handwritten signature in black ink, appearing to read "Miles Penk".

for Director

WDFW

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# **Appendix B**

## **Inadvertent Discovery Plan**

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## SECTION 2 - INADVERTENT DISCOVERY PLAN

(Cultural Resources Investigation Information methods/Results) In the event that cultural resources are encountered during construction-related activities, this document serves as the plan for dealing with the inadvertent discoveries of human remains, artifacts, sites, or any other cultural resources during the project.

- TOTE Berth Maintenance Dredging (Port Parcel 1A, 21): Construction
- Attachment A provides a project summary and contacts to call in the event of a discovery.

**Instructions:** Please insert responsible official in blanks.

This plan will provide the Puyallup Tribe of Indians (PTOI) employees, \_\_\_\_\_ Port of Tacoma (Port) \_\_\_\_\_ and any involved contractors and their employees with the appropriate protocols and procedures so they can:

- Utilize as guidance for treatment, Chapter 27.44 Indian Graves and Records, Chapter 27.53 Archaeological Sites and Resources, and Chapter 68.60 Section 68.60.050 Protection of Historic Graves of the Revised Code of Washington (RCW);
- Describe to regulatory and review agencies the procedures the PTOI and \_\_\_\_\_ Port \_\_\_\_\_ will follow to prepare for and deal with inadvertent discoveries; and,
- Understand and follow the procedures and protocols established in this document should an inadvertent discovery occur.

### **Procedures for the Discovery of Cultural Resources**

1. If any PTOI or \_\_\_\_\_ Port \_\_\_\_\_ employee, contractors or subcontractors suspects the inadvertent discovery of a cultural resource, all ground disturbing, construction or other activities around the immediate area of the discovery shall cease. A cultural resource may include an archaeological or historical resource.

An **archaeological resource** is defined in RCW 27.53.040 as:

All sites, objects, structures, artifacts, implements, and locations of prehistoric or archaeological interest, whether previously recorded or still unrecognized, including, but not limited to, those pertaining to prehistoric and historic American Indian or aboriginal burials, campsites, dwellings, and habitation sites, including rock shelters and caves, their artifacts and implements of culture such as projectile points, arrowheads, skeletal remains, grave goods, basketry, pestles, mauls and grinding stones, knives, scrapers, rock carvings and paintings, and other implements and artifacts of any material that are located in, on, or under the surface of any



PUYALLUP TRIBE OF INDIANS  
DEVELOPMENT & CONSTRUCTION PERMIT APPLICATION



lands or waters owned by or under the possession, custody, or control of the state of Washington or any county, city, or political subdivision of the state are hereby declared to be archaeological resources.

A **historical resource** is defined in RCW 27.53.030 (11):

. . .mean[ing] those properties which are listed in or eligible for listing in the Washington State Register of Historic Places (Washington Heritage Register [WHR]) (RCW 27.34.220) or the National Register of Historic Places (NRHP) as defined in the National Historic Preservation Act of 1966 (Title 1, Sec. 101, Public Law 89-665; 80 Stat. 915; 16 U.S.C. Sec. 470) as now or hereafter amended. Cultural resources may qualify for the WHR and/or the NRHP listing if they are intact, aged at least 50 years old, and at least one of the following:

- Are associated with events that have made a significant contribution to the broad patterns of our history; or
- Are associated with the lives of persons significant in our past; or  
Embody the distinctive characteristics of a type, period, or method of construction or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- Have yielded, or may be likely to yield, information important in prehistory or history.

2. Upon discovery of a cultural resource, \_\_\_\_\_ Port \_\_\_\_\_ shall secure the area with a perimeter of not less than thirty (30) feet until all procedures are completed and the parties agree that activities can resume. If such a perimeter would materially impact agency functions mandated by law, related to health, safety or environmental concerns, then the secured area shall be of a size and extent practicable to provide maximum protection to the resource under the circumstances. Work in the immediate area will not resume until all procedures are completed and the parties agree that activities can resume.

3. The qualified archaeologist, in coordination with the Department of Archaeology and Historic Preservation (DAHP), will evaluate all inadvertently discovered cultural resources that may be considered eligible for listing in the National Register of Historic Places (NRHP) and recommend whether the cultural resource is eligible for listing in the NRHP. If the discovery is considered eligible, the DAHP and the concerned Indian Tribe(s) will consult to determine appropriate treatment, including but not limited to, photography, mapping, sampling, etc.

4. \_\_\_\_\_ Port \_\_\_\_\_ shall ensure that its appropriate personnel, contractors and permittees follow procedures stipulated in this Agreement and treat all human remains, cultural items and potential historic properties with respect.

**Human Remains and Associated Funerary Objects**

5. If human remains are found, \_\_\_\_\_ Port \_\_\_\_\_ shall immediately notify Tribal Police who will contact the tribal archaeologist, the Tacoma Police Department, and/or the County Coroner to determine whether the remains are Native American and to eliminate the



PUYALLUP TRIBE OF INDIANS  
DEVELOPMENT & CONSTRUCTION PERMIT APPLICATION



site as a crime scene. Any potential or actual human remains and/or associated funerary objects shall remain in place, unwashed, un-cleaned and without analysis, with minimal disturbance and left in the original location until the remains can be determined to not be of significant cultural value by a professional archaeologist qualified to identify human skeletal remains.

6. If the human skeletal remains are determined to be Native American, PTOI will notify the DAHP and the concerned Indian Tribe(s). PTOI shall continue to maintain the remains and any associated funerary objects in place, unwashed, unexamined and undisturbed until the concerned Indian Tribe(s), the DAHP determine an appropriate treatment. All parties shall give due consideration to and honor, to the extent possible, requests by the Tribe to leave the remains and/or other cultural items undisturbed and in place. Should the Tribe request to conduct ceremonies or other traditional activities with respect to the remains at the site where the remains were found, PTOI will accommodate such requests to the maximum and practical extent possible.

7. If human remains, funerary objects and/or artifacts are inadvertently collected during any archaeological investigation and identified as Native American in the field or in the laboratory, COT will notify and return the remains, objects and/or artifacts to concerned Indian Tribe(s) within twenty-four (24) hours of the identification, to the extent possible. Such human remains, funerary objects and/or artifacts shall remain unwashed and without further analysis.

**Confidentiality of Information**

8. All involved parties shall make its best efforts to ensure that its appropriate personnel, contractors, and permittees keep the discovery of all inadvertent discoveries confidential, including but not limited to, refraining from contacting the media or any third party or otherwise sharing information regarding the discovery with any member of the public. Prior to any release, COT, concerned Tribe(s), and the DAHP, shall concur on the amount of information, if any, to be released to the public, any third party, and the media and the procedures for such a release, to the extent permitted by law.

**CONTACT INFORMATION (Agencies, Companies, Departments)**

- See Attachment A.
- In the event of a discovery, the discovering party (i.e., contractor) shall notify the Port and the Port will notify the parties listed in this IDP and Attachment A.

Signature of Applicant: \_\_\_\_\_

**Mark Rettmann**

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**Attachment A - Project Summary & Contact Information**  
**For**  
**Inadvertent Discovery Plan**  
**Port of Tacoma's**  
**TOTE Berth Maintenance Dredging Project**  
**Tacoma, Washington**  
**October 22, 2024**

The Port of Tacoma (Port) intends to conduct the TOTE Berth Maintenance Dredging Project (Project) to remove high spots within the berth area. The site is located at 1131 E. Alexander Ave., Tacoma, Pierce County, Washington. The TOTE terminal is Port Parcel 1A and the Blair Waterway as Port Parcel 21.

**Monitoring**

Monitoring by professional archaeologists is not applicable; however, contractor and project personnel will monitor the work for cultural resources and will implement this inadvertent discovery plan (IDP) should any cultural resources be observed. The IDP will be provided to the contractor and available onsite.

**Contacts**

Upon any discovery of cultural resources, the discovering party (i.e., contractor) shall immediately notify the Port and secure the area per the IDP paragraph 2. The Port shall notify the contacts in the IDP and this Attachment A.

**Port of Tacoma**

P.O. Box 1837, Tacoma, WA 98401

- Contact: Dave Myers, Engineering Project Manager, 253-428-8612 or 253-405-5593 (mobile); [dmyers@portoftacoma.com](mailto:dmyers@portoftacoma.com)
- Alternate Contact: Mark Rettmann, Environmental Project Manager, 253-592-6716 (desk & mobile [no text]); [mrettmann@portoftacoma.com](mailto:mrettmann@portoftacoma.com)

**Puyallup Tribe**

Attention: Tribal Chairman, 3009 Portland Ave, Tacoma, Washington 98404

Lead Representative: Bill Sterud, Chairman, 253-370-6935

- Contact: Brandon Reynon, Tribal Historic Preservation Officer (THPO), 253-573-7965 or 253-442-9361 (mobile); [brandon.reynon@PuyallupTribe-nsn.gov](mailto:brandon.reynon@PuyallupTribe-nsn.gov)
- Alternate Contact: Michael Shong, Archaeologist, (253) 573-7897 or (253) 339-1967 (mobile); [Mike.Shong@PuyallupTribe-nsn.gov](mailto:Mike.Shong@PuyallupTribe-nsn.gov)

**Tacoma Police Department**

3701 South Pine Street, Tacoma, WA 98409

Lead Representative: Avery Moore, Chief of Police, 253-287-4455

**Washington Department of Archaeology and Historic Preservation**

PO Box 48343, Olympia, Washington 98504-8343

- Contact: Allyson Brooks, State Historic Preservation Officer, 360-480-6922;  
[Allyson.Brooks@dahp.wa.gov](mailto:Allyson.Brooks@dahp.wa.gov)
- Alternate Contact: Stephanie Jolivette, Local Government Archaeologist, 360-628-2755; [Stephanie.Jolivette@dahp.wa.gov](mailto:Stephanie.Jolivette@dahp.wa.gov)

**Pierce County Medical Examiner's Office**

3619 Pacific Avenue, Tacoma, Washington 98418

Lead Representative: Karen Cline-Parhamovich, DO, Chief Medical Examiner, 253-798-6494

**City of Tacoma Historic Preservation Office**

747 Market Street, Tacoma, WA 98402

- Contact: Reuben McKnight, Historic Preservation Officer, 253-591-5220
- Alternate Contact: Susan Johnson, Historic Preservation Coordinator, 253-281-7445

**Port Consultants****Moffat & Nichol**

600 University Street, Suite 610 Seattle, WA 98101

Contact: Kyle Landon, ([klandon@moffatnichol.com](mailto:klandon@moffatnichol.com); 253-237-5933)