

**PORT OF TACOMA
TACOMA, WASHINGTON
PONY LUMBER DOCK REPAIRS**

PROJECT NO. 201140.01


CONTRACT NO. 071776

**Thais Howard, PE
Director, Engineering**

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Project Manager**

END OF SECTION

THE UNDERSIGNED ENGINEER OF RECORD HEREBY CERTIFIES THAT THE TECHNICAL SPECIFICATIONS FOR THE FOLLOWING PORTIONS OF THIS PROJECT MANUAL 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 OR BY SUPERVISION AND BEING CERTIFIED BY MY SEAL AND SIGNATURE ARE AS FOLLOWS:

SEAL & SIGNATURE	<u>SECTION(S)</u>
 <p>7/15/2024</p>	Division 02 - Existing Conditions Division 03 – Concrete Division 05 - Metals Division 06 – Wood, Plastics, and Composites Division 31 - Earthwork

PROCUREMENT AND CONTRACTING REQUIREMENTS

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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
T1	COVER SHEET, DRAWING LIST & LOCATION MAP
G1	GENERAL NOTES & ABBREVIATIONS
G2	OVERALL SITE PLAN
G3	REPAIR PLAN
G4	SHORELINE DEBRIS REMOVAL PLAN
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S1	EXISTING SITE PHOTOS
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S3	REPAIR SECTIONS & DETAILS (2 OF 2)
S4	SHORELINE PROTECTION PLAN & DETAILS

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PONY LUMBER DOCK REPAIRS

PROJECT NO. 201140.01 | CONTRACT NO. 071776

- Scope of Work:** The Work required for this Project includes:
Select demolition and replacement of damaged prestressed concrete deck panels, shoreline repair by armoring and grouting, shoreline debris removal and disposal, and repair of miscellaneous dock appurtenances.
- Bid Estimate:** Estimated cost range is \$450,000 to \$550,000, 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 **2:00 P.M. on November 20th, 2024**, at which time they will be publicly opened and read aloud and the apparent low bid will be determined.
- Pre-Bid** A pre-Bid conference and site visit have been set for Tuesday, November 12th, 2024 at 730am.
- Conference and** The site visit will convene at the project site. 3701 Taylor Way, Tacoma; WA 98421
- Site Tour:** The following Personal Protective Equipment is required for the site visit: sturdy shoes, reflective vest, gloves, safety glasses, hearing protection, and hardhat. The site visit is schedule to occur during a low tide for site access. Attendees will be required to sign a Release and Acceptance of Responsibility and Acknowledgement of Risks Form prior to entering the site and shall provide their own Personal Protection Equipment (PPE) as required above.
- Bid Security:** Each Bid must be accompanied by a Bid security in an amount equal to five (5) percent of the Base Bid in a form allowed by the Instructions to Bidders.
- Contact Information:** Any questions to the Port may be submitted to the Procurement Department through the Procurement and Question Submission Portal (Portal link is accessible via this specific procurements website. See left side of page.). A direct link is also available here: Procurement and Question Portal Link. No oral responses will be binding by the Port.
- Instructions for utilizing the portal can be found here: Procurement and Question Submission Portal Instructions.
- Questions will not be accepted after seven (7) days prior to the Bid Date.

Bidding Documents:

Plans, Specifications, Addenda, and Plan Holders List for this Project are available on-line through The Port of Tacoma's Website portoftacoma.com. Click on "Contracts," "Procurement," and then the Procurement Number 071776. 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.

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement Department through the Procurement and Question Submission Portal (Portal link is accessible via this specific procurements website. See left side of page.). A direct link is also available here: [Procurement and Question Portal Link](#).

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

When viewing the details page for this procurement on the Port's Website firms have the option of subscribing to the Holder's List. Holder's Lists will be updated regularly and posted to the specific procurements page. Additional Instructions available in Section 00 21 00 - Instructions to Bidders.

Public Works Training Requirements:

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

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

END OF SECTION

PART 1 - SUMMARY

1.01 DEFINITIONS

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

- A. "Addenda" are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. The contents of an Addendum are issued in no particular order and therefore should be carefully and completely reviewed.
- B. An "Additive Bid" (or "Additive") is an amount stated in the Bid to add specified features of the Work.
- C. An "Apprentice" is a worker for whom an apprenticeship agreement has been registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).
- D. "Award" means the formal decision by the Port of Tacoma ("Port") notifying a Responsible Bidder with the lowest responsive Bid of the Port's acceptance of their Bid and intent to enter into a Contract with the Bidder.
- E. The "Award Requirements" include the statutory requirements as a condition precedent to Award.
- F. The "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- G. A "Bid" is a complete and properly signed proposal to do the Work, submitted in accordance with the Bidding Documents, for the sums therein stipulated and supported by any data called for by the Bidding Documents.
- H. The "Bid Date" is the day and hour specified in the Bidding Documents, as may be changed through an Addendum, by which Bidders are required to submit Bids to the Port.
- I. The "Bid Form" is the form(s) included with the Bidding Documents, with Specification Section 00 41 00, through which a Bidder submits a Bid.
- J. A "Bidder" is a person or entity who submits a Bid.
- K. The "Bidding Documents" include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, any other sample bidding and contract forms, including those provided by reference, the Bid security, and the proposed Contract Documents, including any Addenda issued prior to the Bid Date.
- L. The "Contract Documents" proposed for the Work consist of the Agreement, the General Conditions of the Contract (as well as any Supplemental, Special, or other conditions included in the Project Manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.
- M. A "Sub-Bidder" is a person or entity of any tier who submits a bid or proposal to or through the Bidder for materials, equipment or labor for a portion of the Work.

1.02 BIDDER'S REPRESENTATIONS

By making its Bid, each Bidder represents that:

- A. BIDDING DOCUMENTS. The Bidder has read and understands the Bidding Documents, and its Bid is made in accordance with them.
- B. PRE-BID MEETING. The Bidder has attended pre-Bid meeting(s) required by the Bidding Documents. Attendance at a mandatory meeting or training session means that, in the sole opinion of the Port, a Project representative of a Bidder has attended all or substantially all of such meeting or session.
- C. BASIS. Its Bid is based upon the materials, systems, services, and equipment required by the Bidding Documents, and is made without exception.
- D. EXAMINATION. The Bidder has carefully examined and understands the Bidding Documents, the Contract Documents including, but not limited to, any liquidated damages, insurance provisions, and the Project site, including any existing buildings, it has familiarized itself with the local conditions under which the Work is to be performed, has correlated its observations with the requirements of the proposed Contract Documents, and it has satisfied itself as to the nature, location, character, quality, and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services, and other items to be furnished, and all other requirements of the Contract Documents. The Bidder has also satisfied itself as to the conditions and other matters that may be encountered at the Project site or that may affect performance of the Work or the cost or difficulty thereof, including, but not limited to, those conditions and matters affecting transportation, access, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power, and utilities; availability and condition of roads; climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to, and at all times during, the performance of the Work. The failure of the Bidder to fully acquaint itself with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the Work in accordance with, and for the Contract Sum and within the Contract Time provided for in, the Contract Documents.
- E. PROJECT MANUAL. The Bidder has checked its copies of the Project Manual (if any) with the table of contents bound therein to ensure the Project Manual is complete.
- F. SEPARATE WORK. The Bidder has examined and coordinated all Drawings, Contract Documents, and Specifications with any other contracts to be awarded separately from, but in connection with, the Work being Bid upon, so that the Bidder is fully informed as to conditions affecting the Work under the Contract being Bid upon.
- G. LICENSE REQUIREMENTS. The Bidders and Sub-Bidders are registered and hold all licenses required by the laws of Washington, including a certificate of registration in compliance with RCW 18.27, for the performance of the Work specified in the Contract Documents.
- H. CERTIFICATION. The Bidder verifies under penalty of perjury that the Bidder has not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW within the three (3) year period immediately preceding the Bid Date.
- I. NO EXCEPTIONS. Bids must be based upon the materials, systems, and equipment described and required by the Bidding Documents, without exception.

1.03 BIDDING DOCUMENTS

- A. COPIES

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

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

5. Request to Modify Responsibility Criteria. No later than seven (7) days prior to the Bid Date, a potential Bidder may request in writing that the Port modify the Responsibility Criteria. The Port will evaluate the information submitted by the potential Bidder and respond before the Bid Date. If the evaluation results in a change of the Criteria, the Port will issue an Addendum identifying the new Criteria.
6. Addenda. The Bidder shall not rely on oral information provided at any pre-Bid meetings or during site visits. Verbal statements made by representatives of the Port are for informational purposes only. Any interpretation, correction, or change of the Bidding Documents will be made solely by written Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any manner other than by written Addendum, including but not limited to, oral statements will not be binding, and Bidders shall not rely upon such statements, interpretations, corrections, or changes. The Port is not responsible for explanations or interpretations of the Bidding Documents other than in a written

Addendum.

7. Site Visits. Any site visits are provided as a courtesy to potential Bidders to assist them in becoming familiar with the Project site conditions. However, only the Bidding Documents, including any issued Addenda, may be relied upon by Bidders.
8. Singular References. Reference in the singular to an article, device, or piece of equipment shall include as many of such articles, devices, or pieces as are indicated in the Contract Documents or as are required to complete the installation.
9. Utilities and Runs. The Bidder should assume that the exact locations of any underground or hidden utilities, underground fuel tanks, and plumbing and electrical runs may be somewhat different from any location indicated in the surveys or Contract Documents.

C. SUBSTITUTIONS

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

D. ADDENDA

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

1.04 BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

1. Form. Bids (including required attachments) shall be submitted on forms identical to the Bid Form included with the Bidding Documents. No oral, email, or telephonic responses or modifications will be considered.
2. Entries on the Bid Form. All blanks on the Bid Form shall be filled in by typewriter, printer, or manually in ink.
3. Figures. All sums shall be expressed in figures, not words. Portions of the Bid Form may require the addition or multiplication of component bids to a total or the identification of component amounts within a total. In case of discrepancy between unit prices listed and their sum(s), the unit prices listed shall govern (rather than the sum).
4. Initial Changes. Any interlineation, alteration, or erasure shall be initialed by an authorized representative of the Bidder.
5. Bid Breakdown. The Bid Form may contain, for the Port's accounting purposes only, a breakdown of some or all of the components included in the Base Bid.
 - a. For lump-sum Bids, the total Contract Sum shall be submitted.
 - b. For unit-price Bids, a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the total Contract Sum.
6. No Conditions. The Bidder shall make no conditions or stipulations on the Bid Form, nor qualify its Bid in any manner.
7. 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

8. 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. 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.

C. 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.

D. 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.

E. COMMUNICATIONS

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

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

1.05 CONSIDERATION OF BIDS

- A. **OPENING OF BIDS.** Unless stated otherwise in the Advertisement or Invitation to Bid or an Addendum, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and any Alternate Bids will promptly (and generally within twenty-four (24) hours) be made available to Bidders and other interested parties.
- B. **REJECTION OF BIDS.** The Port shall have the right, but not the obligation, to reject any or all Bids for any reason, or for no reason, to reject a Bid not accompanied by the required Bid security, or to reject a Bid which is in any way incomplete or irregular.
- C. **BIDDING MISTAKES.** The Port will not be obligated to consider notice of claimed Bid mistakes received more than twenty-four (24) hours after the Bid Date. In accordance with Washington law, a low Bidder that claims error and fails to enter into the Contract is prohibited from Bidding on the Project if a subsequent call for Bids is made for the Project.
- D. **ACCEPTANCE OF BID (AWARD)**
 - 1. **Intent to Accept.** The Port intends, but is not bound, to Award a Contract to the Responsible Bidder with the lowest responsive Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Port has the right to waive any informality or irregularity in any Bid(s) received and to accept the Bid which, in its judgment, is in its own best interests.
 - 2. **Requirements for Award.** Before the Award, the lowest responsive Bidder must be deemed Responsible by the Port and must satisfy all Award Requirements.
- E. **BID PROTEST PROCEDURES**
 - 1. **Procedure.** A Bidder protesting, for any reason, the Bidding Documents, a Bidding procedure, the Port's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to, a finding of non-Responsibility, the Award of the Contract or any other aspect arising from, or relating in any way to, the Bidding, shall cause a written protest to be filed with the Port within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to procurement@portoftacoma.com.
 - 2. **Consideration.** Upon receipt of the written protest, the Port will consider the protest. The Port may, within three (3) business days of the Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Port, the Contracts Director of the Port, or his or her designee, will review the issues and promptly furnish a final and binding written decision to the protesting Bidder, and any other affected Bidder(s), within six (6) business days of the Port's receipt of the protest. (If more than one (1) protest is filed, the Port's decision will be provided within six (6) business days of the Port's receipt of the last protest.) If no reply is received from the Port during the six (6) business-day period, the protest will be deemed rejected.
 - 3. **Waiver.** Failure to comply with these protest procedures will render a protest waived.
 - 4. **Condition Precedent.** Timely and proper compliance with, and exhaustion of, these protest procedures shall be a condition precedent to any otherwise permissible judicial

consideration of a protest.

1.06 POST BID INFORMATION

A. THE LOWEST RESPONSIVE BIDDER SHALL:

1. Responsibility Detail Form. Within 24 hours of the Low Responsive Bidder Selection Notification, the apparent low Bidder shall submit to the Port the Responsibility Detail Form and other required documents (Section 00 45 13) executed by an authorized company officer. As requested from the Port, the low responsive Bidder shall provide written confirmation that the person signing the Bid on behalf of the Bidder was duly authorized at the time of bid, a detailed breakdown of the Bid in a form acceptable to the Port, and other information required by the Port.
2. The apparent low Bidder shall submit to the Port upon request:
 - a. Additional information regarding the use of the Bidder's own forces and the use of subcontractors and suppliers;
 - b. The names of the persons or entities (including a designation of the Work to be performed with the Bidder's own forces, and the names of those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work (i.e., either a listed Sub-Bidder or a Sub-Bidder performing Work valued at least ten (10) percent of the Base Bid), consistent with the listing required with the Bid; and
 - c. The proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work.
3. Failure to provide any of the above information in a timely manner will constitute an event of breach permitting forfeiture of the Bid security.
4. Bidder Responsibility. The Bidder will be required to establish, to the satisfaction of the Port, the reliability and responsibility of itself and the persons or entities proposed to furnish and perform the Work described in the Bidding Documents. If requested, the Bidder shall meet with the Port to discuss the Bid, including any pricing, the Bid components, and any assumptions made by the Bidder.
5. 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.
6. 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.
7. 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

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," "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: Pony Lumber Dock Repairs **PROJECT NO.: 201140.01**
SUBMITTED BY: _____ CONTRACT NO.: 071776
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 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

BIDDER'S NAME: _____

PROJECT TITLE: PONY LUMBER DOCK REPAIRS

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	Deck Panel Replacement	1	LS		
4	Shoreline Protection	1	LS		
5	Bullrail Replacement	1	LS		
6	Pile Cap Repair	1	LS		
7	Pile Split Repair	1	LS		
TAXABLE BASE BID SUBTOTAL					

ADDITIVE BID ITEM NO.	ADDITIVE BID ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE (QTY. x UNIT PRICE)
AB 1	Shoreline Debris Removal - Concrete	60	TON		
AB 2	Shoreline Debris Removal - Hot Mix Asphalt	10	TON		
AB 3	Shoreline Debris Removal - Miscellaneous Debris	3	TON		
TAXABLE ADDITIVE BID SUBTOTAL					

BASE BID AND ADDITIVE BID SUBTOTAL AMOUNT	
10.3% WASHINGTON STATE SALES TAX (WSST) ON BASE BID AND BID ADDITIVE 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.

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.

Work to be Performed	Name of Firm
HVAC (Heating, Ventilation and Air Conditioning) Work	
Plumbing Work as described in RCW 18.106	
Electrical Work as described in RCW 19.28	

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

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

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

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

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

 Name of Firm

 Date

 Signature

 By Title

 Mailing Address

 City, State Zip Code

Telephone Number

Email Address

WA State Contractor's License No.

Employment Security Department No.

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

END OF SECTION

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

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.*
 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: Pony Lumber Dock Repairs

PROJECT NO.: 201140.01

CONTRACT NO.: 071776

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: Pony Lumber Dock Repairs

BIDDER: _____

CONTRACT AND PROJECT NUMBER: 071776/ 201140.01

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

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

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

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

Item No.	Item	Initials/Comments
	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: Pony Lumber Dock Repairs (Title)

201140.01 | 071776 (Project/Contract No.)

3701 Taylor Way (Project Address)

Tacoma, WA 98421 (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 August 30, 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 \$380 per calendar day. After the required Final Completion date, the liquidated damages for failure to achieve Final Completion shall be \$380 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

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 Pony Lumber Dock Repairs, Project No. 201140.01/Contract No. 071776, 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)

AGENT OR BROKER (FOR INFORMATION ONLY)

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS:

Contractor shall execute an agreement with the Port for Pony Lumber Dock Repairs, Project No. 201140.01/Contract No. 071776, 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: Pony Lumber Dock Repairs

PROJECT NO.: 201140.01

CONTRACT NO.: 071776

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. 071776 with the Port for Pony Lumber Dock Repairs, Project No. 201140.01.

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

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

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

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

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

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

By: _____
Principal

Address: _____

City/ST/Zip: _____

Phone: _____

Surety Name: _____

By: _____
Attorney-In-Fact

Address: _____

City/ST/Zip: _____

Phone: _____

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

END OF SECTION

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ARTICLE 1 - THE CONTRACT DOCUMENTS

1.01 GENERAL

- A. Contract Documents form the Contract. The Contract Documents are enumerated in the Agreement between the Port and Contractor ("Agreement"). Together, the Contract Documents form the Contract. The Contract represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only in writing and only as set forth in the Contract Documents.
- B. Headings only for convenience. The titles or headings of the sections, divisions, parts, articles, paragraphs, and subparagraphs of the Contract Documents are intended only for convenience.

1.02 DEFINITIONS

- A. "Contract Documents" proposed for the Work consist of the Agreement, the General Conditions of the Contract (as well as any Supplemental, Special, or other conditions included in the Project Manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.
- B. "Contractor" means the person or entity contracting to perform the Work under these Contract Documents. The term Contractor includes the Contractor's authorized representative for purposes of identifying obligations and responsibilities under the Contract Documents, including the ability to receive notice and direction from the Port.
- C. "Day" means a calendar day unless otherwise specifically designated.
- D. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, including plans, elevations, sections, details, and diagrams.
- E. "Engineer" is the Port employee generally tasked with administering the Project on the Port's behalf and the person with overall responsibility for managing, for the Port, the Project scope, budget, and schedule. To the extent empowered, the Engineer may delegate to others at the Port (such as a Project Manager or Inspector) the responsibility for performing delegated responsibilities of the Engineer's under this Contract.
- F. "Port" means the Port of Tacoma. The Port will designate in writing a representative (usually the Engineer) who shall have the authority to act on the Port's behalf related to the Project. The "Port" does not include staff, maintenance, or safety workers, or other Port employees or consultants that may contact the Contractor or be present at the Project site.
- G. "Project" is identified in the Agreement and is the total construction to be performed by or through the Port, of which the Work performed under the Contract Documents may be only a part.
- H. "Specifications" are those portions of the Contract Documents that specify the written requirements for materials, equipment, systems, standards, and workmanship for the Work and for the performance of related services.
- I. "Subcontractor" means a person or entity that contracts directly with the Contractor to perform any Work under the Contract Documents. "Subcontractor of any tier" includes Subcontractors as well as any other person or entity, including suppliers, that contracts with a Subcontractor or a lower-tier Subcontractor (also referred to as "Sub-subcontractors") to perform any of the Work.
- J. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, tools, equipment, materials, services,

and incidentals necessary to complete all obligations under the Contract Documents. The Work may constitute only a part of the Project, and may interface and need to be coordinated with the work of others.

1.03 INTENT OF THE CONTRACT DOCUMENTS

- A. Intent of Contract Documents. The intent of the Contract Documents is to describe the complete Work and to include all items and information necessary for the proper execution and completion of the Work by the Contractor.
- B. Contract Documents are complementary. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- C. No third party contract rights. The Contract Documents shall not create a contractual relationship of any kind (1) between the Port and a Subcontractor of any tier (although the Port does not waive any third-party beneficiary rights it may otherwise have as to Subcontractors of any tier), (2) between the Contractor and the Engineer or other Port employees or consultants, or (3) between any persons or entities other than the Port and Contractor.

1.04 CORRELATION OF THE CONTRACT DOCUMENTS

- A. Precedence. In the event of a conflict or discrepancy between or among the Contract Documents, the conflict or discrepancy will be resolved by the following order of precedence: with an addendum or Change Order having precedence over an earlier document, and computed dimensions having precedence over scaled dimensions, and large scale drawings take precedence over small scale drawings:
 - 1. The signed Agreement
 - a. Supplemental Conditions
 - b. Division 00 General Conditions
 - c. Division 01 General Requirements of Specifications
 - d. All other Specifications, including all remaining divisions, material and system schedules and attachments, and Drawings
 - e. All other sections in Division 00 not specifically identified herein by Section
- B. Inconsistency between or among Contract Documents. If there is any inconsistency between the Drawings, schedules, or Specifications, or any attachments, the Contractor will make an inquiry to the Engineer to determine how to proceed, and, unless otherwise directed, the Contractor will provide the better quality or greater quantity of any work or materials, as reasonably interpreted by the Port, at no change in the Contract Sum or Contract Time. Thus, if Work is shown on Drawings, but not contained in Specifications or schedules, or contained in Specifications or schedules, but not shown on the Drawings, the Work as shown or contained will be provided at no change in the Contract Sum or Contract Time, according to Specifications or Drawings to be issued by the Port.
- C. Inconsistency with law. In the event of a conflict between the Contract Documents and applicable laws, codes, ordinances, regulations, or orders of governmental authorities having jurisdiction over the Work, or in the event of any conflict between such laws, the most stringent requirements govern.
- D. Organization of Contract Documents. The organization of the Specifications and Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the

extent of the Work to be performed. The Port assumes no responsibility for the division and proper coordination of Work between particular Subcontractors.

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

1.05 OWNERSHIP OF THE CONTRACT DOCUMENTS

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

ARTICLE 2 - PORT OF TACOMA

2.01 AUTHORITY OF THE ENGINEER

- A. Engineer will be Port’s representative. The Engineer or the Engineer’s designee will be the Port’s representative during the Project and will administer the Project on the Port’s behalf.
- B. Engineer may enforce all obligations. The Engineer has the authority to enforce all requirements imposed on the Contractor by the Contract Documents.
- C. Only Engineer is agent of Port. Other than the Engineer, no other Port employee or consultant is an agent of the Port, and none are authorized to agree on behalf of the Port to changes in the Contract Sum or Contract Time, nor to waive provisions of the Contract Documents, nor to direct the Contractor to take actions that change the Contract Sum or Contract Time, nor to accept notice of protests or claims on behalf of the Port.

2.02 ADMINISTRATION OF THE CONTRACT

- A. Port will administer Contract. The Port will provide administration of the Contract through the Engineer or the Engineer’s designee. All communications with the Port or its consultants related to the Contract will be through the designated representative.
- B. Port not responsible for means and methods. The Port is not responsible for, and will have no control or charge of, the means, methods, techniques, sequences, or procedures of construction, or for safety precautions or programs incidental thereto, because these are the sole responsibility of the Contractor. If the Port makes any suggestion of means, methods, techniques, sequences, or procedures, the Contractor will exercise its independent judgment in deciding whether to adopt the suggestion, except as otherwise provided in the Contract Documents.
- C. Port not responsible for acts or omissions of Contractor or Subcontractors. The Port is not responsible for, and will have no control or charge of, the acts or omissions of the Contractor, Subcontractors of any tier, suppliers, or any of their agents or employees, or any other persons performing a portion of the Work.
- D. Port not responsible for the Work. The Port is not responsible for the Contractor’s failure to carry out the Work in accordance with the Contract Documents. The presence of the Engineer or others at the Project site at any time does not relieve the Contractor from its responsibility for non-conforming Work.
- E. Port will have access to the Work. The Port and its representatives will at all times have access to the Work in progress, and the Contractor will provide proper facilities for such access and for inspection.

2.03 INFORMATION PROVIDED BY THE PORT

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

2.04 CONTRACTOR REVIEW OF PROJECT INFORMATION

- A. Contractor to familiarize itself with site and conditions of Work. Prior to executing the Contract, the Contractor shall visit the site, become generally familiar with local conditions under which the Work is to be performed, and correlate personal observations with the requirements of the Contract Documents and all information provided with the Bid Documents. By signing the Contract, the Contractor confirms that the Contract Sum is reasonable compensation for the Work; that the Contract Time is adequate; that it has carefully examined the Contract Documents and the Project site; and that it has satisfied itself as to the nature, location, and character of the Work, the labor, materials, equipment, and other items required and all other requirements of the Contract Documents. The Contractor's failure fully to acquaint itself with any such condition does not relieve the Contractor from the responsibility for performing the Work in accordance with the Contract Documents, within the Contract Time, and for the Contract Sum.
- B. Contractor to review Contract Documents. Because the Contract Documents are complementary, the Contractor will, before starting each portion of the Work, carefully study and compare the various Drawings, Specifications, and other Contract Documents, as well as all information furnished by the Port.
- C. Contractor to confirm field conditions. Before starting each portion of the Work, the Contractor shall take field measurements of and verify any existing conditions, including all Work in place, and all general reference points; shall observe any conditions at the site affecting the Contractor; and shall carefully compare field measurements, conditions and other information known to the Contractor with the Contract Documents.

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

- A. Port may reject Work. The Port has the authority, but not the obligation, to reject work, materials, and equipment that is defective or that otherwise does not conform to the Contract Documents, and to decide questions concerning the Contract Documents. However, the failure to so reject, or the presence of the Port at the site, shall not be construed as assurance that the Work is acceptable or being completed in compliance with the Contract Documents.
- B. Port may stop Work. If the Contractor fails to correct Work that does not comply with the requirements of the Contract Documents, or repeatedly or materially fails to properly carry out the Work, the Port may issue an order to stop all or a portion of the Work until the cause for the order has been eliminated. The Port's right to stop the Work shall not impose a duty on the Port to exercise this right for the benefit of the Contractor or any third party.
- C. Port may carry-out Work. If the Contractor fails to perform the Work properly, fails to perform any provision of this Contract, or fails to maintain the Baseline Project Schedule, or if the Port reasonably concludes that the Work will not be completed in the specified manner or within the Contract Time, then the Port may, after three (3) days' written notice to the Contractor and without prejudice to any other remedy the Port may have, perform itself or have performed any

or all of the Work and may deduct the cost thereof from any payment then or later due the Contractor.

2.06 SEPARATE CONTRACTORS

- A. Port may engage separate contractors or perform work with its own forces. The Port may contract with other contractors ("Separate Contractor") in connection with the Project or perform work with its own forces. The Contractor shall coordinate and cooperate with any Port forces or Separate Contractors, as applicable. The Contractor shall provide reasonable opportunity for the introduction and storage of materials and the execution of work by others.
- B. Contractor to inspect work of others. If any part of the Contractor's Work depends on the work of the Port or any Separate Contractor, the Contractor shall inspect and promptly report to the Port, in writing, any defects that impact the Contractor. Failure of the Contractor to so inspect and report defects in writing shall constitute an acceptance by Contractor of the work of the Port or Separate Contractor.
- C. Contractor to resolve claims of others. Should the Contractor, or any of its Subcontractors of any tier, cause damage of any kind, including but not limited to delay, to any Separate Contractor, the Contractor shall promptly, and using its best efforts, settle or otherwise resolve the dispute with the Separate Contractor. The Contractor shall also promptly remedy damage caused to completed or partially completed construction.

2.07 OFFICERS AND EMPLOYEES OF THE PORT

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

ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES

3.01 DUTY TO PERFORM THE ENTIRE WORK

- A. Contractor must perform entire Work in accordance with Contract Documents. The Contractor shall perform the entire Work required by the Contract in accordance with the Contract Documents. Unless otherwise specifically provided, the Contractor shall provide and pay for all labor, tools, equipment, materials, electricity, power, water, other utilities, transportation, and other facilities necessary for the execution and completion of the Work.
- B. Contractor shall be independent contractor. The Contractor shall be, and operate as, an independent contractor in the performance of the Work. The Contractor is not authorized to enter into any agreements or undertakings for, or on behalf of, the Port and is not an agent or employee of the Port.

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

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

liabilities, and damages attributable to the error, inconsistency, omission, or variance.

- B. Requests for Information. The Contractor shall submit Requests for Information concerning the Contract Documents by following the procedure and using such form as the Port may require. The Contractor shall minimize Requests for Information by thoroughly studying the Contract Documents and reviewing all Subcontractor requests. The Contractor shall allow adequate time in its planning and scheduling for a response from the Port to a Request for Information.
- C. Port may provide information to supplement Drawings and Specifications. Minor items of work or detail that are omitted from the Drawings and Specifications, but inferable from the information presented and normally provided by accepted good practice, shall be provided and/or performed by the Contractor as part of the Contract Sum and within the Contract Time. Similarly, the Engineer may furnish to the Contractor additional Drawings and clarifications, consistent with the Contract Documents, as necessary to detail and illustrate the Work. The Contractor shall conform its Work to such additional Drawings and clarifications at no increase in the Contract Sum or Contract Time.

3.03 SUPERVISION AND RESPONSIBILITY FOR SUBCONTRACTORS

- A. Contractor responsible for Work and workers. The Contractor shall have complete control of the means, methods, techniques, sequences, or procedures related to the Work, and for all safety precautions or programs. The Contractor shall have complete control over, and responsibility for, all personnel performing the Work. The Contractor is also responsible for the acts and omissions of the Contractor's principals, employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors of any tier.
- B. Contractor to supervise the Work. The Contractor shall continuously supervise and direct the Work using competent and skilled personnel and the Contractor's best skill and attention.
- C. Contractor to enforce discipline and good order. The Contractor shall enforce strict discipline and good order among all workers on the Project, and shall not employ any unfit person or anyone not skilled in the work to which they are assigned. Incompetent, careless, or negligent workers shall immediately be removed from the Work. The Port may, but is not obligated to, require the Contractor to remove from the Work, at no change in the Contract Sum or Contract Time, anyone whom the Port considers objectionable.

3.04 MATERIALS AND EQUIPMENT

- A. Material and equipment to be new. All materials and equipment to be incorporated into the Work shall be new, unless specifically provided otherwise in the Contract Documents. The Contractor shall, if required in writing by the Port, furnish satisfactory evidence regarding the kind and quality of any materials, identify the source, and warrant compliance with the Contract Documents. The Contractor shall ensure that all materials and equipment are protected, kept dry, and stored under cover in a manner to protect such materials and equipment.
- B. Material and equipment shall conform to manufacturer instructions. All materials and equipment shall conform, and shall be applied, installed, used, maintained, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processor, unless otherwise specifically provided by the Engineer.

3.05 CONTRACTOR WARRANTIES

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

unauthorized substitutions, shall be considered defective.

- B. Work will be free from defects. The Contractor warrants that the Work will be free from defects for a period of one (1) year from the date of Substantial Completion of the Project.
- C. Contractor to collect and deliver warranties to Port. The Contractor shall collect and deliver to the Port any written warranties required by the Contract Documents. These warranties shall be obtained and enforced by the Contractor for the benefit of the Port without the necessity of separate assignment. These warranties shall extend to the Port all rights, claims, benefits, and interests that the Contractor may have under express or implied warranties or guarantees against a Subcontractor of any tier, supplier, or manufacturer for defective or non-conforming Work. Warranty provisions that purport to limit or alter the Port's rights under the Contract Documents, or the laws of the State of Washington, are null and void.
- D. General requirements. The Contractor is not relieved of its general warranty obligations by the specification of a particular product or procedure in the Contract Documents. Warranties in the Contract Documents shall survive completion, acceptance, and final payment.

3.06 REQUIRED WAGES

- A. Contractor will pay required wages. The Contractor shall pay (and shall ensure that all Subcontractors of any tier pay) all prevailing wages and other wages (such as Davis-Bacon Act wages) applicable to the Project. See Specification Section 00 73 46.
- B. The Contractor shall defend (at Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold the Port harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs, and expenses, whether direct or indirect, and including, but not limited to, attorneys' fees and consultants' fees and other costs and expenses of litigation, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or Chapter 51 RCW ("Industrial Insurance").

3.07 STATE AND LOCAL TAXES

- A. Contractor will pay taxes on consumables. The Contractor will pay the retail sales tax on all consumables used during performance of the Work and on all items that are not incorporated into the final Work; this tax shall be included in the Contract Sum.
- B. Port will pay taxes on the Contract Sum. The Port will pay state and local retail sales tax on the Contract Sum with each progress payment, and on final payment, for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local taxing authority. Rule 170: WAC 458-20-170.
- C. Direct all tax questions to the Department of Revenue. The Contractor should direct all questions concerning taxes on any portion of the Work to the State of Washington Department of Revenue or to the local taxing authority.
- D. State Sales Tax - Rule 171: WAC 458-20-171. For work performed related to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used, primarily, for foot or vehicular traffic, the Contractor shall include Washington State Retail Sales Taxes in the various schedule prices, or other contract amounts, including those that the Contractor pays on the purchase of materials, equipment, or supplies used or consumed in doing the Work.
 - 1. The bid form will indicate which bid items are subject to Rule 171. Any such identification by the Port is not binding upon the Department of Revenue.

3.08 PERMITS, LICENSES, FEES, AND ROYALTIES

- A. Contractor to provide and pay for permits unless otherwise specified. Unless otherwise specified, the Contractor shall procure and pay for all permits, licenses, and governmental inspection fees necessary or incidental to the performance of the Work. All costs related to these permits, licenses, and inspections shall be included in the Contract Sum. Any action taken by the Port to assist the Contractor in obtaining permits or licenses shall not relieve the Contractor of its sole responsibility to obtain and pay for permits, licenses, and inspections as part of the Contract Sum.
- B. Contractor's obligations when permit must be in Port's name. When applicable law or agency requires a permit to be issued to a public agency, the Port will support the Contractor's request for the permit and accept the permit in the Port's name, if:
 - 1. The Contractor takes all necessary steps required for the permit to be issued;
 - 2. The permit applies to Work performed in connection with the Project; and
 - 3. The Contractor agrees in writing to abide by all requirements of the permit and to defend and hold harmless the Port from any liability in connection with the permit.
- C. Contractor to pay royalties. The Contractor shall pay all royalties and license fees required for the Work unless otherwise specified in the Contract Documents.

3.09 SAFETY

- A. Contractor solely responsible for safety. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and the performance of the Contract.
- B. Port not responsible for safety. The Port may identify safety concerns to the Contractor; however, no action or inaction of the Port or any third party relating to safety will: (1) relieve the Contractor of its sole and complete responsibility for safety and sole liability for any consequences, (2) impose any obligation on the Port or a third party to inspect or review the Contractor's safety program or precautions, (3) impose any continuing obligation on the Port or a third party to ensure the Contractor performs the Work safely, or (4) affect the Contractor's responsibility for the protection of property, workers, and the general public.
- C. Contractor to maintain a safe Work site. The Project site may be occupied during performance of the Work. The safety of these site occupants is of paramount importance to the Port. The Contractor shall maintain the Work site and perform the Work in a safe manner and in accordance with the Washington Industrial Safety and Health Act (WISHA) and all other applicable safety laws, rules, and regulations. This requirement shall apply continuously and not be limited to working hours.
- D. Contractor to protect Work site and adjacent property until Final Completion. The Contractor shall continuously protect the Work and adjacent property from damage. At all times until Final Completion, the Contractor shall be responsible for, and protect from damage, weather, deterioration, theft, and vandalism, the Work and all materials, equipment, tools, and other items incorporated or to be incorporated in the Work, and shall repair any damage, injury, or loss.

3.10 CORRECTION OF WORK

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

- B. One-year correction period. The Contractor shall correct all defects in the Work appearing within one (1) year of Substantial Completion or within any longer period prescribed by law or by the Contract Documents. The Contractor shall initiate remedial action within fourteen (14) days of receipt of notice from the Port and shall complete remedial work within a reasonable time. Work corrected by the Contractor shall be subject to the provisions of this Section 3.10 for an additional one-year period following the Port's acceptance of the corrected Work.
- C. Contractor responsible for defects and failures to correct. The Contractor shall be responsible for any expenses incurred by the Port resulting from defects in the Work. If the Contractor refuses or neglects to correct the defects, or does not timely accomplish corrections, the Port may correct the Work and charge the Contractor the cost of the corrections. If damage or loss of service may result from a delay in correction, the corrections may be made by the Port and reimbursed by the Contractor.
- D. Port may accept defective work. The Port may, at its sole option, elect to retain defective or nonconforming Work. In such a case, the Port shall reduce the Contract Sum by a reasonable amount to account for the defect or non-conformance.
- E. No period of limitation established. Nothing contained in this Section 3.10 establishes a period of limitation with respect to any obligations under the Contract Documents or law. The establishment of the one (1) year correction period relates only to the specific obligation of the Contractor to correct defective or non-conforming Work.

3.11 UNCOVERING OF WORK

- A. Contractor to uncover work covered prior to inspection. If any portion of the Work is covered prior to inspection and approval, the Contractor shall, at its expense, uncover or remove the Work for inspection by the Port or others, and replace the Work to the standard required by the Contract Documents.
- B. Contractor to uncover work at Port's request. After initial inspection and observation, the Port may order a reexamination of Work, and the Work must be uncovered by the Contractor. If the uncovered Work complies with the Contract Documents, the Port shall pay the cost of reexamination and replacement. If the Work is found not to comply with the Contract Documents, the Contractor shall pay the cost of replacement, unless the Contractor demonstrates that it did not cause the defect in the Work.

3.12 RELOCATION OF UTILITIES

- A. Contractor should assume underground utilities are in approximate locations. The Contractor should assume that the locations of any underground or hidden utilities, underground tanks, and plumbing or electrical runs indicated in surveys or the Contract Documents are shown in approximate locations. The accuracy of this information is not guaranteed by the Port and shall be verified by the Contractor. The Contractor shall comply with RCW 19.122.030 and utilize a utility locator service to locate utilities on Port property. The Contractor shall bear the risk of loss if any of its Work directly or indirectly damages or interrupts any utility service or causes or contributes to damages of any nature.
- B. Utility relocation or removal. Where relocation or removal of utilities is necessary or required, it shall be performed at the Contractor's sole expense, unless the Contract Documents specify otherwise. If a utility owner is identified as being responsible for relocating or removing utilities, the work will be accomplished at the utility owner's convenience, either during, or in advance of, construction. Unless otherwise specified, it shall be the Contractor's sole responsibility to coordinate, schedule, and pay for work performed by a utility owner.

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

3.13 LABOR

- A. Contractor responsible for labor peace. The Contractor is responsible for labor peace relating to the Work and shall cooperate in maintaining Project-wide labor harmony. The Contractor shall use its best efforts as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes, or strikes.
- B. Contractor to minimize impact of labor disputes. The Contractor will take all necessary steps to prevent labor disputes from disrupting or otherwise interfering with access to Port property. If a labor dispute disrupts the progress of the Work or interferes with access, the Contractor shall promptly and expeditiously take all necessary action to eliminate or minimize the disruption or interference.

3.14 INDEMNIFICATION

- A. Duty to defend, indemnify, and hold harmless. To the fullest extent permitted by law and subject to this Section 3.14, the Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold harmless the Port and the Northwest Seaport Alliance, including their respective Commissions, officers, managers, and employees, the Engineer, any consultants, and the agents and employees, successors and assigns of any of them (the "Indemnified Parties") from and against claims, damages, lawsuits, losses (including loss of use), disbursements, liabilities, obligations, fines, penalties, costs, and expenses, whether direct and indirect or consequential, including but not limited to, consultants' fees, and attorneys' fees incurred on such claims and in proving the right to indemnification ("Claims"), arising out of, or resulting from, the acts or omissions of the Contractor, a Subcontractor of any tier, their agents, and anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable (individually and collectively, the "Indemnitor").
- B. Duty to defend, indemnify, and hold harmless for sole negligence. The Contractor will fully defend, indemnify, and hold harmless the Indemnified Parties for the sole negligence or willful misconduct of the Indemnitor.
- C. Duty to defend, indemnify, and hold harmless for concurrent negligence. Where Claims arise from the concurrent negligence of (1) the Port; and (2) the Indemnitor, the Contractor's obligations to indemnify and defend the Indemnified Parties under this Section 3.14 shall be effective only to the extent of the Indemnitor's negligence.
- D. Duty to indemnify not limited by workers' compensation or similar employee benefit acts. In claims against any of the Indemnified Parties by an employee of the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this Section 3.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the Indemnified Parties under Title 51 RCW, "Industrial Insurance."
- E. Intellectual property indemnification. The Contractor will be liable for and shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold the Indemnified Parties harmless for Claims for infringement by the Contractor of copyrights or patent rights arising out of, or relating to, the Project.
- F. Labor peace indemnification. If the Contractor fails to satisfy its labor peace obligations under the Contract, the Contractor will be liable for and shall defend (at the Contractor's sole cost, with

legal counsel approved by Port), indemnify, and hold harmless the Indemnified Parties for Claims brought against the Port by third parties (including but not limited to lessees, tenants, contractors, customers, licensees, and invitees of the Port) for injunctive relief or monetary loss.

- G. Cyber risk indemnification. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that includes theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.
- H. Joinder. The Contractor agrees to being added by the Port as a party to any arbitration or litigation with third parties in which the Port alleges indemnification or seeks contribution from the Indemnitor. The Contractor shall cause each of its Subcontractors of any tier to similarly stipulate in their subcontracts; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s) of any tier.
- I. Other. To the extent that any portion of this Section 3.14 is stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect. The obligations of the Contractor under this Section 3.14 shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity which would otherwise exist. To the extent the wording of this Section 3.14 would reduce or eliminate an available insurance coverage, it shall be considered modified to the extent necessary so that the insurance coverage is not affected. This Section 3.14 shall survive completion, acceptance, final payment, and termination of the Contract.

3.15 WAIVER OF CONSEQUENTIAL DAMAGES

- A. Mutual waiver of consequential damages. The Contractor and Port waive claims against each other for consequential damages arising out of, or relating to, this Contract. This mutual waiver includes, but is not limited to: (1) damages incurred by the Port for rental expenses, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons, and (2) damages incurred by the Contractor for principal and home office overhead and expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business, and reputation, for losses on other projects, for loss of profit, and for interest or financing costs. This mutual waiver includes, but is not limited to, all consequential damages due to either party's termination.
- B. Limitation. Nothing contained in this Section 3.15; however, shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, to preclude damages specified in the Agreement, or to affect the Contractor's obligation to indemnify the Port for direct, indirect, or consequential damages alleged by a third party.

ARTICLE 4 - SUBCONTRACTORS AND SUPPLIERS

4.01 RESPONSIBILITY FOR ACTIONS OF SUBCONTRACTORS AND SUPPLIERS.

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

4.02 AWARD OF CONTRACTS TO SUBCONTRACTORS AND SUPPLIERS

- A. Contractor to provide proposed Subcontractor information. The Contractor, within ten (10) days after the Port's notice of award of the Contract, shall provide the Engineer with the names of the persons or entities proposed to perform each of the principal portions of the Work (i.e., either a Subcontractor listed in a bid or proposal or a Subcontractor performing Work valued at least ten

percent (10%) of the Contract Sum) and the proprietary names, and the suppliers of, the principal items or systems of materials and equipment proposed for the Work. No progress payment will become due until after this information has been furnished.

- B. Port to respond promptly with objections. The Port may respond promptly to the Contractor in writing stating: (1) whether the Port has reasonable objection to any proposed person or entity, or (2) whether the Port requires additional time for review. If the Port makes a reasonable objection, the Contractor shall replace the Subcontractor with no increase to the Contract Sum or Contract Time. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work and compliance with all of the requirements of the Contract within the Contract Sum and Contract Time.
- C. Reasonable objection defined. "Reasonable objection" as used in this Section 4.02 includes, but is not limited to: (1) a proposed Subcontractor of any tier different from the entity listed with the bid, (2) lack of "responsibility" of the proposed Subcontractor, as defined by Washington law and the Bidding Documents, or lack of qualification or responsibility of the proposed Subcontractor based on the Contract or Bidding Documents, or (3) failure of the Subcontractor to perform satisfactorily in the Port's opinion (such as causing a material delay or submitting a claim that the Port considers inappropriate) on one or more projects for the Port within five (5) years of the bid date.
- D. No substitution allowed without permission. The Contractor shall not substitute a Subcontractor, person, or organization without the Engineer's written consent.

4.03 SUBCONTRACTOR AND SUPPLIER RELATIONS

- A. Contractor to schedule, supervise, and coordinate Subcontractors. The Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors of any tier, including suppliers. The Contractor shall ensure that appropriate Subcontractors coordinate the Work of lower-tier Subcontractors.
- B. Subcontractors to be bound to Contract Documents. By appropriate agreement, the Contractor shall require each Subcontractor and supplier to be bound to the terms of the Contract Documents and to assume toward the Contractor, to the extent of their Work, all of the obligations that the Contractor assumes toward the Port under the Contract Documents. Each subcontract shall preserve and protect the rights of the Port and shall allow to the Subcontractor, unless specifically provided in the subcontract, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Port. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with lower-tier Subcontractors.
- C. Contractor to correct deficiencies in Subcontractor performance. When a portion of the Work subcontracted by the Contractor is not being prosecuted in accordance with the Contract Documents, or if such subcontracted Work is otherwise being performed in an unsatisfactory manner in the Port's opinion, the Contractor shall, on its own initiative or upon the written request of the Port, take immediate steps to correct the deficiency or remove the non-performing party from the Project. The Contractor shall replace inadequately performing Subcontractors upon request of the Port at no change in the Contract Sum or Contract Time.
- D. Contractor to provide subcontracts. Upon request, the Contractor will provide the Port copies of written agreements between the Contractor and any Subcontractor.

ARTICLE 5 - WORKFORCE AND NON-DISCRIMINATION REQUIREMENTS

5.01 COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

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

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

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

5.03 APPRENTICESHIP PARTICIPATION

- A. In accordance with RCW 39.04.320, fifteen (15) percent Apprenticeship Participation is required for all projects estimated to cost one million (\$1,000,000) dollars or more.
- B. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).
- C. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 by phone at (360) 902-5320, or e-mail at Apprentice@lni.wa.gov, to obtain information on available apprenticeship programs.
- D. For each project that has apprentice requirements, the contractor shall submit a "Statement of Apprentice and Journeyman Participation" on forms provided by the Port of Tacoma, with every request for project payment. The Contractor shall submit consolidated and cumulative data collected by the Contractor and collected from all subcontractors by the Contractor. The data to be collected and submitted includes the following:
 - 1. Contractor name and address
 - 2. Contract number
 - 3. Project name
 - 4. Contract value
 - 5. Reporting period "Beginning Date" through "End Date"
 - 6. Name and registration number of each apprentice by contractor
 - 7. Total number of apprentices and labor hours worked by them, categorized by trade or craft.
 - 8. Total number of journeymen and labor hours worked by them, categorized by trade or craft

- 9. Cumulative combined total of apprentice and journeymen labor hours
- 10. Total percentage of apprentice hours worked
- E. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Port. In any request for the change, the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.

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, as modified by the AGC/WSDOT agreement, or the actual rate paid to an unrelated third party. If more than one rate is applicable, the lowest available rate will be utilized. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Port's prior written approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. Mobilization and standby costs shall not be charged for equipment already present on the site.

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

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

5. Service provider costs: These are payments the Contractor makes to service providers for changed Work performed by service providers. The service providers' cost of changed Work shall be determined in the same manner as prescribed in this Section 8.02.
6. Markup: This is the maximum total amount for overhead, profit, and other costs, including office, home office and site overhead (including purchasing, project manager, superintendent, project engineer, estimator, and their vehicles and clerical assistants), taxes (except for sales tax on the Contract Sum), warranty, safety costs, printing and copying, layout and control, quality control/assurance, small or hand tools (a tool that costs \$500 or less and is normally furnished by the performing contractor), preparation of as-built drawings, impact on unchanged Work, Change Order and/or claim preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise), added to the total cost to the Port of any Change Order work. No markup shall be due, however, for direct settlements of Subcontractor claims by the Port after Substantial Completion. The markup shall be limited in all cases to the following schedule:
 - a. Direct labor costs -- 20% markup on the direct cost of labor for the party (Contractor or Subcontractor) providing labor related to the change in the Work;
 - b. Direct material costs -- 20% markup on the direct cost of material for the party (Contractor or Subcontractor) providing material related to the change in the Work;
 - c. Construction equipment usage costs -- 10% markup on the direct cost of equipment for the party (Contractor or Subcontractor) providing equipment related to the change in the Work;
 - d. Contractor markup on Subcontractor costs -- 10% markup for the Contractor on the direct cost (excluding markup) of a change in the Work performed by Subcontractors (and for Subcontractors, for a change in the Work performed by lower-tier Subcontractors); and
 - e. Service provider costs -- 5% markup for the Contractor on the direct cost (excluding markup) of a change in the Work performed by service providers.

The total summed markup of the Contractor and all Subcontractors of any tier shall not exceed 30% of the direct costs of the change in the Work. If the markup would otherwise exceed 30%, the Contractor shall proportionately reduce the markup for the Contractor and all Subcontractors of any tier.
7. Cost of change in insurance or bond premium. This is defined as:
 - a. Contractor's liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance provided under the Contract Documents and subject to audit) of the Contractor's liability insurance arising directly from the changed Work; and
 - b. Public works bond: The actual cost (expressed as a percentage submitted under the Contract Documents and subject to audit) of the Contractor's performance and payment bond arising directly from the changed Work.

Upon request, the Contractor shall provide the Port with supporting documentation from its insurer or surety of any associated cost incurred. The cost of the insurance or bond premium together shall not exceed 2.0% of the cost of the changed Work.
8. Unit Prices. If Unit Prices are specified in the Contract Documents or established by agreement of the parties for certain Work, the Port may apply them to the changed Work. Unit Prices shall include pre-agreed rates for material quantities and shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit,

bond, and insurance costs arising out of, or related to, the Unit Priced item. Quantities must be supported by field measurement statements signed by the Port, and the Port shall have access as necessary for quantity measurement. The Port shall not be responsible for not-to-exceed limit(s) without its prior written approval.

8.03 CHANGES IN THE CONTRACT TIME

- A. Extension of the Contract Time. If the Contractor is delayed at any time in the commencement or progress of the Work by events for which the Port is responsible, by unanticipated abnormal weather (subject to Section 8.03(E) below), or by other causes not the fault or responsibility of the Contractor that the Port determines may justify a delay in the Contract Time, then the Contract Time shall be extended by Change Order for such reasonable time as the Port may determine. In no event, however, shall the Contractor be entitled to any extension of time absent proof of: (1) delay to an activity on the critical path of the Project, or (2) delay transforming an activity to the critical path, so as to actually delay the anticipated date of Substantial Completion.
- B. Allocation of responsibility for delay not caused by Port or Contractor. If a delay was not caused by the Port, the Contractor, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time but not an increase in the Contract Sum.
- C. Allocation of responsibility for delay caused by Port. If a delay was caused by the Port or someone acting on behalf of the Port and affected the critical path, the Contractor shall be entitled to a change in the Contract Time and Contract Sum in accordance with Section 8.02. The Contractor shall not recover damages, an equitable adjustment, or an increase in the Contract Sum or Contract Time from the Port; however, where the Contractor could reasonably have avoided the delay. The Port is not obligated directly or indirectly for damages for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.
- D. Allocation of responsibility for delay caused by Contractor. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.
- E. Adverse weather. If adverse weather is identified as the basis for a claim for additional time, the claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not reasonably have been anticipated and had an adverse effect on the critical path of construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. For a claim based on adverse weather, the Contractor shall be eligible only for a change in the Contract Time (but not a change in the Contract Sum) if the Contractor can substantiate that there was significantly greater than normal inclement weather considering the full term of the Contract Time.
- F. Damages for delay. In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Port for delay beyond the amount permitted in Section 8.02(B), the total combined damages to the Contractor and any Subcontractors of any tier for each day of delay shall be limited to the reasonable, actual costs of the delay for which the Port is wholly responsible. The limitation on damages set forth in this Section does not apply to any damages arising exclusively from delay to which the Contractor is entitled to recover under Section 8.03(F).
- G. Limitation on damages. The Contractor shall not be entitled to damages arising out of loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant under run; trade stacking; reassignment of workers; rescheduling of Work, concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy;

logistics; ripple; season change; extended or increased overhead or general conditions; profit upon damages for delay; impact damages including cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the markup on Change Orders paid through Section 8.02(B).

8.04 RESERVATION OF RIGHTS

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

8.05 UNIT PRICES

- A. Adjustment to Unit Prices. If Unit Prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed (less than eighty percent (80%) or more than one hundred and twenty percent (120%) of the quantity estimated) so that application of a Unit Price would be substantially unfair, the applicable Unit Price but not the Contract Time, shall be adjusted if the Port prospectively approves a Change Order revising the Unit Price.
- B. Procedure to change Unit Prices. The Contractor or Port may request a Change Order revising a Unit Price by submitting information to support the change. A proposed change to a Unit Price will be evaluated by the Port based on the change in cost resulting solely from the change in quantity, any change in production rate or method as compared to the original plan, and the share, if any, of fixed expenses properly chargeable to the item. If the Port and Contractor agree on the change, a Change Order will be executed. If the parties cannot agree, the Contractor shall comply with the dispute resolution procedures (Article 11).

ARTICLE 9 - SUSPENSION AND TERMINATION OF CONTRACT

9.01 PORT'S RIGHT TO SUSPEND WORK

- A. Port may suspend the Work. The Port may at any time suspend the Work, or any part thereof, by giving notice to the Contractor. The Work shall be resumed by the Contractor as soon as possible, but no later than fourteen (14) days after the date fixed in a notice to resume the Work. The Port shall reimburse the Contractor for appropriate and reasonable expenses consistent with Section 8.02 incurred by the Contractor as a result of the suspension, except where a suspension is the result of the Contractor repeatedly or materially failing to carry out or correct the Work in accordance with the Contract Documents, and the Contractor shall take all necessary steps to minimize expenses.
- B. Contractor obligations. During any suspension of Work, the Contractor shall take every precaution to prevent damage to, or deterioration of, the Work. The Contractor shall be responsible for all damage or deterioration to the Work during the period of suspension and shall, at its sole expense, correct or restore the Work to a condition acceptable to the Port prior to resuming Work.

9.02 TERMINATION OF CONTRACT FOR CAUSE BY THE PORT

- A. Port may terminate for cause. If the Contractor is adjudged bankrupt or makes a general assignment for the benefit of the Contractor's creditors, if a receiver is appointed due to the Contractor's insolvency, or if the Contractor, in the opinion of the Port, persistently or materially refuses or fails to supply enough properly skilled workmen or materials for proper completion of the Contract, fails to make prompt payment to Subcontractors or suppliers for material or labor, disregards laws, ordinances, or the instructions of the Port, fails to prosecute the Work continuously with promptness and diligence, or otherwise materially violates any provision of the Contract, then the Port, without prejudice to any other right or remedy, may terminate the Contractor after giving the Contractor seven (7) days' written notice (during which period the Contractor shall have the right to cure).
- B. Procedure following termination for cause. Following a termination for cause, the Port may take possession of the Project site and all materials and equipment, and utilize such materials and equipment to finish the Work. The Port may also exclude the Contractor from the Project site(s). If the Port elects to complete all or a portion of the Work, it may do so as it sees fit. The Port shall not be required to accept the lowest bid for completion of the Work and may choose to complete all or a portion of the Work using its own work force. If the Port elects to complete all or a portion of the Work, the Contractor shall not be entitled to any further payment until the Work is finished. If the expense of finishing the Work, including compensation for additional managerial and administrative services of the Port, exceeds the unpaid balance of the Contract Sum, the excess shall be paid by the Contractor.
- C. Port's remedies following termination for cause. The Port may exercise any rights, claims, or demands that the Contractor may have against third persons in connection with the Contract, and for this purpose the Contractor assigns and transfers to the Port all such rights, claims, and demands.
- D. Inadequate termination for cause converted to termination for convenience. If, after the Contractor has been terminated for cause, it is determined that inadequate "cause" for such termination exists, then the termination shall be considered a termination for convenience pursuant to Section 9.03.

9.03 TERMINATION OF CONTRACT FOR CONVENIENCE BY THE PORT

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

9.04 TERMINATION OF CONTRACT BY THE CONTRACTOR

- A. Contractor may terminate for cause. The Contractor may terminate the Contract if the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor of any tier, for either of the following reasons:
 - 1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or

2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped.
- B. Procedure for Contractor termination. If one of the reasons described in Section 9.04A exists, the Contractor may, upon seven (7) days' written notice to the Port (during which period the Port has the opportunity to cure), terminate the Contract and recover from the Port payment for Work executed through the date of termination in accordance with the Contract Documents and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit on Work executed and direct costs incurred by reason of such termination. The total recovery of the Contractor shall not exceed the unpaid balance of the Contract Sum.
- C. Contractor may stop the Work for failure of Port to pay undisputed amounts. The Contractor may stop Work under the Contract if the Port does not pay undisputed amounts due and owing to the Contractor within fifteen (15) days of the date established in the Contract Documents. If the Port fails to pay undisputed amounts, the Contractor may, upon fifteen (15) additional days' written notice to the Port, during which the Port can cure, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay, and start-up.

9.05 SUBCONTRACT ASSIGNMENT UPON TERMINATION

- A. Subcontracts assigned upon termination. Each subcontract is hereby assigned by the Contractor to the Port provided that:
1. The Port requests that the subcontract be assigned.
 2. The assignment is effective only after termination by the Port and only for those subcontracts that the Port accepts in writing.
 3. The assignment is subject to the prior rights of the surety, if any, under any bond issued in accordance with the Contract Documents.

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

ARTICLE 10 - BONDS

10.01 CONTRACTOR PERFORMANCE AND PAYMENT BONDS

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

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

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

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

ARTICLE 11 - DISPUTE RESOLUTION

11.01 NOTICE OF PROTEST AND CLAIM

- A. Dispute resolution procedure mandatory. All claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, shall be decided exclusively by the following alternative dispute resolution procedure, unless the parties mutually agree otherwise. If the Port and Contractor agree to a partnering process to assist in the resolution of disputes, the partnering process shall occur prior to, and not be in place of, the mandatory dispute resolution procedures set forth below.
- B. Notice of protest defined. Except for claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, the Contractor shall provide immediate oral notice of protest to the Engineer prior to performing any disputed Work and shall submit a written notice of protest to the Port within seven (7) days of the occurrence of the event giving rise to the protest that includes a clear description of the event(s). The protest shall identify any point of disagreement, those portions of the Contract Documents believed to be applicable, and an estimate of quantities and costs involved. When a protest relates to cost, the Contractor shall keep full and complete records and shall permit the Port to have access to those records at any time as requested by the Port.
- C. Claim defined. A claim is a demand by one of the parties seeking adjustment or interpretation of the Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents. The term "claim" also includes all disputes and matters in question between the Port and Contractor arising out of, or relating to, the Contract Documents. Claims must be initiated in writing and include a detailed factual statement and clear description of the claim providing all necessary dates, locations, and items of Work, the date or dates on which the events occurred that give rise to the claim, the names of employees or representatives knowledgeable about the claim, the specific provisions of the Contract Documents that support the claim, any documents or oral communications that support the claim, any proposed change in the Contract Sum (showing all components and calculations) and/or Contract Time (showing cause and analysis of the resultant delay in the critical path), and all other data supporting the claim. Claims shall also be submitted with a statement certifying, under penalty of perjury, that the claim as submitted is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the claim is fully supported, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes the Port is liable. A claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor and Subcontractors of any tier are entitled and may not contain

reservations of rights without the Port's written approval; any unapproved reservations of rights shall be without effect.

- D. Claim procedure. The Contractor shall submit a written claim within thirty (30) days of providing written notice of protest. The Contractor may delay submitting supporting data by an additional thirty (30) days if it notifies the Port in its claim that substantial data must be assembled. Any claim of a Subcontractor of any tier may be brought only through, and after review by and concurrence of, the Contractor.
- E. Failure to comply with notice of protest and claim requirements waives claims. Any notice of protest by the Contractor and any claim of the Contractor, whether under the Contract or otherwise, must be made pursuant to, and in strict accordance with, the applicable provisions of the Contract. Failure to properly and timely submit a notice of protest or to timely submit a claim shall waive the claim. No act, omission, or knowledge, actual or constructive, of the Port shall waive the requirement for timely written notice of protest and a timely written claim, unless the Port and the Contractor sign an explicit, unequivocal written waiver approved by the Port. The Contractor expressly acknowledges and agrees that the Contractor's failure to timely submit required notices of protest and/or timely submit claims has a substantial impact upon, and prejudices, the Port. For the purpose of calculating time periods, an "event giving rise to a claim," among other things, is not a Request for Information, but rather is a response that the Contractor believes would change the Contract Sum and/or Contract Time.
- F. False claims. The Contractor shall not make any fraudulent misrepresentations, concealments, errors, omissions, or inducements to the Port in the formation or performance of the Contract. If the Contractor or a Subcontractor of any tier submits a false or frivolous claim to the Port, which for purposes of this Section 11.01(F) is defined as a claim based in whole or in part on a materially incorrect fact, statement, representation, assertion, or record, the Port shall be entitled to collect from the Contractor by offset or otherwise (without prejudice to any right or remedy of the Port) any and all costs and expenses, including investigation and consultant costs, incurred by the Port in investigating, responding to, and defending against the false or frivolous claim.
- G. Compliance with lien and retainage statutes required. If a claim relates to, or is the subject of, a lien or retainage claim, the party asserting the claim may proceed in accordance with applicable law to comply with the notice and filing deadlines prior to resolution of the claim by mediation or by litigation.
- H. Performance required pending claim resolution. Pending final resolution of a claim, the Contractor shall continue to perform the Contract and maintain the Baseline Project Schedule, and the Port shall continue to make payments of undisputed amounts due in accordance with the Contract Documents.

11.02 MEDIATION

- A. Claims must be subject to mediation. At any time following the Port's receipt of a written claim, the Port may require that an officer of the Contractor and the Port's designee (all with authority to settle) meet, confer, and attempt to resolve a claim. If the claim is not resolved during this meeting, the claim shall be subject to mandatory mediation as a condition precedent to the initiation of litigation. This requirement can be waived only by an explicit, written waiver signed by the Port and the Contractor.
- B. Mediation procedure. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to agree upon a mediator. If the parties have not reached agreement within thirty (30) days of the request, either party may file the request with the American Arbitration Association, or such other alternative dispute resolution service to which the parties mutually agree, with a copy to the other party, and the mediation shall be

administered by the American Arbitration Association (or other agreed service). The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in Pierce County, Washington, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Unless the Port and the Contractor mutually agree in writing otherwise, all claims shall be considered at a mediation session that shall occur prior to Final Completion.

11.03 LITIGATION

- A. Claims not resolved by mediation are subject to litigation. Claims not resolved through mediation shall be resolved by litigation, unless the parties mutually agree otherwise. The venue for any litigation shall be Pierce County, Washington. The Contractor may bring no litigation on claims, unless such claims have been properly raised and considered in the procedures of this Article 11. The Contractor must demonstrate in any litigation that it complied with all requirements of this Article.
- B. Litigation must be commenced promptly. All unresolved claims of the Contractor shall be waived and released, unless the Contractor has complied with the requirements of the Contract Documents, and litigation is served and filed within 180 days of the date of Substantial Completion approved in writing by the Port or termination of the Contract. The pendency of mediation (the time period between receipt by the non-requesting party of a written mediation request and the date of mediation) shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse, or thirty (30) days after the date of the mediation session.
- C. Port not responsible for attorneys' fees. Neither the Contractor nor a Subcontractor of any tier, whether claiming under a bond or lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Port (but may recover attorneys' fees from the bond or statutory retainage fund itself to the extent allowable under law).
- D. Port may join Contractor in dispute. The Port may join the Contractor as a party to any litigation or arbitration involving the alleged fault, responsibility, or breach of contract of the Contractor or Subcontractor of any tier.

ARTICLE 12 - MISCELLANEOUS

12.01 GENERAL

- A. Rights and remedies are cumulative. The rights and remedies of the Port set forth in the Contract Documents are cumulative, and in addition to and not in limitation of, any rights and remedies otherwise available to the Port. The pursuit of any remedy by the Port shall not be construed to bar the Port from the pursuit of any other remedy in the event of similar, different, or subsequent breaches of this Contract. All such rights of the Port shall survive completion of the Project or termination of the Contractor.
- B. Reserved rights do not give rise to duty. The rights reserved or possessed by the Port to take any action shall not give rise to a duty for the Port to exercise any such right.

12.02 WAIVER

- A. Waiver must be in writing and authorized by Port. Waiver of any provisions of the Contract Documents must be in writing and authorized by the Port. No other waiver is valid on behalf of the Port.
- B. Inaction or delay not a waiver. No action, delay in acting, or failure to act by the Port shall constitute a waiver of any right or remedy of the Port, or constitute an approval or acquiescence of any breach or defect in the Work, nor shall any delay or failure of the Port to act waive or

otherwise prejudice the right of the Port to enforce a right or remedy at any subsequent time.

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

12.03 GOVERNING LAW

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

12.04 COMPLIANCE WITH LAW

- A. Contractor to comply with applicable laws. The Contractor shall at all times comply with all applicable Federal, State and local laws, ordinances, and regulations. This compliance shall include, but is not limited to, the payment of all applicable taxes, royalties, license fees, penalties, and duties.
- B. Contractor to provide required notices. The Contractor shall give notices required by all applicable Federal, State and local laws, ordinances, and regulations bearing on the Work.
- C. Contractor to confine operations at site to permitted areas. The Contractor shall confine operations at the Project site to areas permitted by applicable laws, ordinances, permits, rules and regulations, and lawful orders of public authorities and the Contract Documents.

12.05 ASSIGNMENT

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

12.06 TIME LIMIT ON CAUSES OF ACTION

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

12.07 SERVICE OF NOTICE

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

12.08 RECORDS

- A. Contractor and Subcontractors to maintain records and cooperate with Port audit. The Contractor and Subcontractors of any tier shall maintain books, ledgers, records, documents, estimates, bids, correspondence, logs, schedules, emails, and other tangible and electronic data and evidence relating or pertaining to costs and/or performance of the Contract (“records”) to such extent, and in such detail, as will properly reflect and fully support compliance with the Contract Documents and with all costs, charges, and other amounts of whatever nature. The Contractor shall preserve these records for a period of six (6) years following the date of Final Acceptance under the Contract. Within seven (7) days of the Port’s request, both during the Project and for six (6) years following Final Acceptance, the Contractor and Subcontractors of any tier shall make available, at their office during normal business hours, all records for inspection, audit, and reproduction (including electronic reproduction) by the Port or its representatives; failure to fully comply with this requirement shall constitute a material breach of contract and a waiver of all claims by the Contractor and Subcontractors of any tier.
- B. Rights under RCW 42.56. The Contractor agrees, on behalf of itself and Subcontractors of any tier, that any rights under Chapter 42.56 RCW will commence at Final Acceptance, and that the invocation of such rights at any time by the Contractor or a Subcontractor of any tier, or their respective representatives, shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the Port.

12.09 STATUTES

- A. Contractor to comply with Washington statutes. The Contractor shall abide by the provisions of all applicable statutes, regulations, and other laws. Although a number of statutes are referenced in the Contract Documents, these references are not meant to be, and are not, a complete list.
 - 1. Pursuant to RCW 39.06, “Registration, Licensing of Contractors,” the Contractor shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27, “Registration of Contractors,” and shall satisfy all State of Washington bonding and insurance requirements. The Contractor shall also have a current state Unified Business Identifier number; have industrial insurance coverage for the Contractor’s employees working in Washington as required by Title 51 RCW; have an Employment Security Department number as required by Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW; and not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).
 - 2. The Contractor shall comply with all applicable provisions of RCW 49.28, “Hours of Labor.”
 - 3. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60, “Discrimination.”
 - 4. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92, “Provisions in Buildings for Aged and Handicapped Persons,” and the Americans with Disabilities Act.
 - 5. Pursuant to RCW 50.24, “Contributions by Employers,” in general, and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for an acceptable bond.
 - 6. The Contractor shall comply with pertinent provisions of RCW 49.17, “Washington Industrial Safety and Health Act,” and Chapter 296-155 WAC, “Safety Standards for Construction Work.”

7. Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-62-054 et seq., the Contractor shall provide to the Port, and have copies available at the Project site, a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier.
8. All products and materials incorporated into the Project as part of the Work shall be certified as "asbestos-free" and "lead-free" by United States standards, and shall also be free of all hazardous materials or substances. At the completion of the Project, the Contractor shall submit certifications of asbestos-free and of lead-free materials certifying that all materials and products incorporated into the Work meet the requirements of this Section, and shall also certify that materials and products incorporated into the Work are free of hazardous materials and substances.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTAL REQUIREMENTS

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

1.03 COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE

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

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

- 1. An express waiver of subrogation in favor of the Port;
 - 2. A cross liabilities clause; and
 - 3. An endorsement stating that the Contractor's policy is primary and not contributory with any insurance carried by the Port.
- C. If the Contractor, Supplier, or Subcontractors will perform any work requiring the use of a licensed professional, per RCW 18, the Contractor shall provide evidence to the Port of professional liability insurance in amounts not less than \$1,000,000.
 - D. This insurance shall cover all of the Contractor's operations, of whatever nature, connected in any way with the Contract, including any operations performed by the Contractor's Subcontractors of any tier. **It is the obligation of the Contractor to ensure that all Subcontractors (at whatever level) carry a similar program that provides the identified types of coverage, limits of liability, inclusion of the Port and the NWSA as additional insured(s), waiver of subrogation and cross liabilities clause.** The Port reserves the right to reject any insurance policy as to company, form, or substance. Contractor's failure to provide, or the Port's acceptance of, the Contractor's certificate of insurance does not waive the Contractor's obligation to comply with the insurance requirements of the Contract as specifically described below:
 - 1. Commercial 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;
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. 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.
- 3. Contractor's Pollution Liability (CPL) covering claims for bodily injury, property damage and cleanup costs, and environmental damages from pollution conditions arising from the performance of covered operations.
 - a. If the Work involves remediation or abatement of regulated waste to include, but not limited to asbestos containing materials, lead containing products, mercury, PCB, underground storage tanks, or other hazardous materials or substances, the CPL policy shall not exclude such coverage, or a specific policy covering such exposure shall be required from the Contractor and all Subcontractors performing such Work.
 - b. If the Work involves transporting regulated materials or substances or waste, a separate policy or endorsement to the CPL policy specifically providing coverage for liability and cleanup arising from an upset or collision during transportation of hazardous materials or substances shall be required from the Contractor and all Subcontractors performing such Work.
 - c. It is preferred that CPL insurance shall be on a true occurrence form without a sunset clause. However, if CPL insurance is provided on a Claims Made basis, the policy shall have a retroactive date prior to the start of this project, and this insurance shall be kept in force for at least three years after the final completion of this project. Alternatively, the contractor, at its option, may provide evidence of extended reporting period of not less than three (3) years in its place. The Contractor shall be responsible for providing the Port with certificates of insurance each year evidencing this coverage.
 - d. The Port and the NWSA shall be named as an additional insured(s) on the CPL policy.
- 4. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

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

United States Longshoremen's and Harbor Worker's Act (USL&H) and Jones Act may be required for this project. The Contractor shall be solely responsible for determining the applicability of USL&H and Jones Act coverage. The failure of the Contractor to procure either USL&H or Jones Act coverage shall at no time create liability on the part of the Port. The Contractor shall bear all responsibility and shall indemnify and hold harmless the Port for any and all liability, cost, and/or damages.
- G. The Contractor shall furnish, within ten (10) days following issuance of the Notice of Award, a certificate of insurance satisfactory to the Port evidencing that insurance in the types and minimum amounts required by the Contract Documents has been secured. The Certificate of Insurance shall be signed by an authorized representative of the insurer together with a copy of the endorsement, which shows that the Port and the NWSA are named as additional insured(s).
- H. Contractor shall provide at least forty-five (45) days prior written notice to the Port of any termination or material change, or ten (10) day's-notice in the case of non-payment of premium(s).
- I. If the Contractor is required to make corrections to the Work after Final Completion, the Contractor shall obtain at its own expense, prior to the commencement of any corrective work, insurance coverage as required by the Contract Documents, which coverage shall be maintained until the corrections to the Work have been completed and accepted by the Port.

1.04 BUILDER'S RISK INSURANCE

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

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 \$25,000,000, 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. Based on the Bid Date, the applicable effective date for prevailing wages for this Project is November 20th, 2024.
- 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, the Port will email or mail a hard copy of the applicable Journey Level prevailing wages for this Project.
- E. Questions relating to prevailing wage data should be addressed to the Industrial Statistician.
 - Mailing Address: Washington State Department of Labor and Industries
Prevailing Wage Office
P.O. Box 44540
Olympia, WA 98504
 - Telephone: (360) 902-5335
 - Facsimile: (360) 902-5300
 - 1. If there is any discrepancy between the provided schedule of prevailing wage rates and the published rates applicable under WAC 296-127-011, the applicable published rates shall apply with no increase in the Contract Sum. It is the Contractor's responsibility to ensure that the correct prevailing wage rates are paid.
- F. Statement to Pay Prevailing Wages
 - 1. Prior to any payment being made by the Port under this Contract, the Contractor, and each Subcontractor of any tier, shall file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries for approval.
 - 2. The statement shall include the hourly wage rate to be paid to each classification of workers entitled to prevailing wages, which shall not be less than the prevailing rate of wage, and the estimated number of workers in each classification employed on the Project by the Contractor or a Subcontractor of any tier, as well as the Contractor's contractor registration number and other information required by the Department of Labor and Industries.
 - 3. The statement, and any supplemental statements, shall be filed in accordance with the requirements of the Department of Labor and Industries. No progress payment shall be made until the Port receives such certified statement.

- G. The Contractor shall post, in a location readily visible to workers, at the Project site: (i) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician of the Department of Labor and Industries and (ii) the address and telephone number of the Industrial Statistician of the Department of Labor and Industries to whom a complaint or inquiry concerning prevailing wages may be directed.
- H. If a State of Washington prevailing wage rate conflicts with another applicable wage rate (such as Davis-Bacon Act wage rate) for the same labor classification, the higher of the two shall govern.
- I. Pursuant to RCW 39.12.060, if any dispute arises concerning the appropriate prevailing wage rate for work of a similar nature, and the dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his or her decision shall be final and conclusive and binding on all parties involved in the dispute.
- J. Immediately following the end of all Work completed under this Contract, the Contractor and each Subcontractor of any tier, shall file an approved Affidavit of Wages Paid with the Department of Labor and Industries.
- K. The Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by Port), indemnify, and hold the Port harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs, and expenses, whether direct, indirect, including, but not limited to, attorneys' fees and consultants' fees and other costs and expenses, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or RCW Title 51 ("Industrial Insurance"), including, but not limited to, RCW 51.12.050.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 REQUIREMENTS APPLICABLE PORT-WIDE

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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 Pony Lumber Dock Repairs consists of:
 - a. Removal and disposal of existing damaged concrete deck panels
 - b. Design, furnishing and installation of replacement concrete deck panels
 - c. Grouting and concrete topping for replacement deck panels
 - d. Demolition, furnishing and installation of deteriorated timber bull rails
 - e. Demolition and repair of damaged concrete edge beam including reinforcement and epoxied dowels
 - f. Repair of a timber pile split
 - g. Timber pile cap removal, disposal and replacement including attachment hardware
 - h. Shoreline repair including: native soil excavation, native soil stockpiling, native soil disposal, grading, riprap and gravel furnishing and installation, furnishing and placement of geotextile fabric and void forming and grouting
 - i. Shoreline debris cleanup including: removal, hauling and disposal.

1.02 LOCATION

- A. The work is located at:
3701 Taylor Way
Tacoma, WA 98421
- B. The site is accessed from:
Northbound Taylor Way

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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.
- D. See section 01 41 00 Regulatory Requirements for permit-related work restrictions.

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. See Section 01 41 00 - Regulatory Requirements for permit conditions.
 - a. Shoreline protection, debris removal and any other work completed below the Ordinary High Water Mark (OHWM) of +13.5 Mean Lower Low Water shall only occur from July 15 through December 31 and January 1 through February 15 of any year.
 - b. All dock repairs above the OHWM shall be completed by April 6, 2025 for compliance with the Port of Tacoma's Programmatic Maintenance Permits (Appendix B.7).
- B. Working Facility
 - 1. The Facility will remain in operation for the duration of construction. The Contractor shall conduct all items of the Work in such a manner as to prevent interference with the normal tenant operations of the Facility.
 - 2. Contractor access to the site shall be limited to a consecutive thirty-five (35) day work window, or two independent work windows that total thirty-five (35) days. The independent work windows shall consist of one fourteen (14) day work window and one twenty-one (21) day work window.
 - 3. The Contractor shall be able to provide, if requested by the Engineer, a longitudinal dock access corridor twenty (20) feet wide for the length of the dock at all times.
 - 4. The Engineer will coordinate and provide marine equipment access adjacent to the dock.
 - 5. The Engineer will coordinate and provide a thirty (30) foot wide access corridor to the top of the shoreline bank east of the canopies east of the pier for debris removal.
 - 6. Facility Tenants
 - a. CanAm Minerals - CanAm imports a variety of aggregates by barge/vessel for industrial manufacturing processes. In general, materials are received at dock quarterly. Scheduled deliveries are known two weeks in advance.
 - b. Quigg Bros., Inc. - Quigg Brothers is a marine contractor that uses the Pony Dock to move equipment and material between upland facilities and marine barges and

vessels. Occupancy and use of the dock is highly variable. The Port shall coordinate access and identify acceptable work windows

C. 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.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 PAYMENT PROCEDURES

- A. Monthly pay estimates shall clearly identify the work performed for the given time period based on the approved Schedule of Values.
 - 1. At the Pre-construction meeting, the Engineer and the Contractor shall agree upon a date each month when payment applications shall be submitted.
- B. For each pay estimate the Contractor shall submit the following:
 - 1. Completed Contractor invoice and updated Schedule of Values tracking sheet as required by Division 01 or as established by the Engineer.
 - 2. Baseline Project Schedule and narrative updated as required by Section 01 32 16 of the Project Manual.
 - 3. Completed "Amounts Paid to Subcontracts and Suppliers" showing total contract amount, amount paid this estimate, total paid to date, and balance owing.
 - 4. Completed "Conditional Release and Waiver of Liens and Claims."
 - 5. An estimated cashflow statement projecting the Contractor's monthly billings on the project shall be submitted with each payment application.
- C. Prior to submitting a payment application, the Contractor and Engineer shall meet each month to review the work accomplished to determine the actual quantities including labor, materials and equipment charges to be billed.
 - 1. Prior to the payment application meeting, the Contractor shall submit to the Engineer all measurement documentation as referenced in these contract documents; to include all measurement by weight, volume or field.
 - 2. For all change work being done on a force account basis, the Contractor shall submit prior to meeting with Engineer all Force Account back-up documentation as required to process the payment application where Force Account work is being billed. The Engineer and the Contractor shall review the documentation at the payment application meeting to verify quantities and review the work accomplished.
 - 3. The Contractor shall bring a copy of all documentation to the pay application meeting with the Engineer.
 - 4. The Contractor shall submit the updated baseline project schedule for review prior to submitting the payment application to ensure the payment processing is not held up due to necessary schedule revisions.
- D. Following the Engineers' review, the Contractor shall submit the agreed upon pay estimate electronically, with complete supporting documentation, using e-Builder®.

1.03 PAYMENT PRICING

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

- B. Pricing also includes all costs of compliance with the regulations of public agencies having jurisdiction, including safety and health requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).
- C. No separate payment will be made for any item that is not specifically set forth in the Bid Form, and all costs therefore shall be included in the prices named in the Bid Form for the various appurtenant items of work.
- D. All other work not specifically mentioned in the measurement and payment sections identified below shall be considered incidental to the work performed and merged into the various unit and lump sum prices bid. Payment for work under one item will not be paid for under any other item.
- E. The Port of Tacoma reserves the right to make changes should unforeseen conditions necessitate such changes. Where work is on a unit price basis, the actual quantities occasioned by such changes shall govern the compensation.

1.04 LUMP SUM MEASUREMENT

- A. Lump sum measurement will be for the entire item, unit of Work, structure, or combination thereof, as specified and as indicated in the Contractor's submitted bid.
 - 1. If the Contractor requests progress payments for lump sum items, such progress payments will be made in accordance with an approved Schedule of Values. The quantity for payment for completed work shall be an estimated percentage of the lump sum amount, agreed to between the Engineer and Contractor, payable in monthly progress payments in increments proportional to the work performed in amounts as agreed between the Engineer and the Contractor.

1.05 MEASUREMENT OF QUANTITIES FOR UNIT PRICES

- A. Measurement Standards:
 - 1. All Work to be paid for at a contract price per unit measurement, as indicated in the Contractor's submitted bid, will be measured by the Engineer in accordance with United States Standard Measures.
- B. Measurement by Weight:
 - 1. Reinforcing steel, steel shapes, castings, miscellaneous metal, metal fabrications, and similar items to be paid for by weight shall be measured by scale or by handbook weights for the type and quantity of material actually furnished and incorporated into the Work.
 - 2. Unless shipped by rail, material to be measured and paid for by weight shall be weighed on sealed scales regularly inspected by the Washington State Department of Agriculture's Weights and Measures Section or its designated representative. Measurement shall be furnished by and at the expense of the Contractor. All weighing, measuring, and metering devices shall be suitable for the purpose intended and shall conform to the tolerances and specifications as outlined in Washington State Department of Transportation Standard Specifications, Division 1, General Requirements, Article 1-09.2, Weighing Equipment.
 - 3. Provide or utilize platform scales of sufficient size and capacity to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed. Combination vehicles may be weighed as separate units provided they are disconnected while being weighed. Scales shall be inspected and certified as often as the Engineer may deem necessary to ascertain accuracy. Costs incurred as a result of regulating, adjusting, testing, inspecting, and certifying scales shall be borne by the Contractor.

4. A licensed weighmaster shall weigh all Contractor-furnished materials. The Engineer may be present to witness the weighing and to check and compile the daily record of such scale weights. However, in any case, the Engineer will require that the Contractor furnish weight slips and daily summary weigh sheets. In such cases, furnish a duplicate weight slip or a load slip for each vehicle weighed, and deliver the slip to the Engineer at the point of delivery of the material.
5. If the material is shipped by rail, the certified car weights will be accepted, provided only actual weight of material will be paid for and not minimum car weights used for assessing freight tariff. Car weights will not be acceptable for material to be passed through mixing plants. Material to be measured by weight shall be weighed separately for each bid item under which it is to be paid.
6. Trucks used to haul material being paid for by weight shall be weighed empty daily and at such additional times as the Engineer may require. Each truck shall bear a plainly legible identification mark. The Engineer may require the weight of the material be verified by weighing empty and loaded trucks on such other scales as the Engineer may designate.

C. Measurement by Volume:

1. Measurement by volume will be by the cubic dimension indicated in the Contractor's submitted bid. Method of volume measurement will be by the unit volume in place or removed as shown on the Contract Drawings or as specified.
2. When material is to be measured and paid for on a volume basis and it is impractical to determine the volume by the specified method of measurement, or when requested by the Contractor in writing and accepted by the Engineer in writing, the material may be weighed in accordance with the requirements specified for weight measurement. Such weights will be converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Resident Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities will be accepted.

D. Measurement by Area: Measurement by area will be by the square dimension shown on the Contract Drawings or as specified. Method of square measurement will be as specified.

E. Linear Measurement: Linear measurement will be by the linear dimension listed or indicated in the Contractor's submitted bid. Unless otherwise indicated, items, components, or Work to be measured on a linear basis will be measured at the centerline of the item in place.

F. 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 permit compliance coordination, 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: Deck Panel Replacement

1. Item Description: The Work of this item includes demolition and disposal of existing damaged prestressed concrete hollow core deck panels as well as design, furnishing and installation of replacement prestressed concrete hollow core deck panels. Associated work includes topping concrete, concrete fill of panel ends, dowels and grouting. All work associated with the Edge Beam Repair is considered as part of this Work Item.
2. Measurement: This item will be measured based on a percentage complete for the overall lump sum amount.
3. Payment: This item will be paid for at the Contract lump sum price as specified in the Contractor's submitted bid, in accordance with the approved Schedule of Values.

D. Item #4: Shoreline Protection.

1. Item Description: The Work of this item includes native soil excavation and placement, furnishing, installing and grading riprap and gravel to restore the shoreline adjacent to the concrete abutment. The work includes select demolition, formwork, grout and geotextile as necessary to fill erosion voids behind the abutment. Actual quantities and areas shall not exceed permitted quantities and areas shown Appendix B.1. Native soil excavation and disposal shall assume 20 cubic yards of material and treatment in accordance with Section 01 74 16.
 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 based on actual quantities for the period being billed.
- E. Item #5: Bull Rail Replacement.
1. Item Description: The Work of this item includes removal and disposal of existing treated timber bull rail and furnishing and installing replacement bullrail..
 2. Measurement: This item will be measured based on percentage complete for the overall lump sum amount.
 3. Payment: This item will be paid for based on actual quantities for the period being billed.
- F. Item #6: Pile Cap Repair.
1. Item Description: The Work of this item includes removal and disposal of existing treated timber pile cap and furnishing and installing replacement pile cap. Temporary shoring, select demolition of existing timber piles, connection hardware and shims shall be included in this Work Item.
 2. Measurement: This item will be measured based on percentage complete for the overall lump sum amount.
 3. Payment: This item will be paid for based on actual quantities for the period being billed.
- G. Item #7: Pile Split Repair.
1. Item Description: The Work of this item includes all labor and materials necessary to provide stainless steel banding as shown in the Drawings.
 2. Measurement: This item will be measured based on percentage complete for the overall lump sum amount.
 3. Payment: This item will be paid for based on actual quantities for the period being billed.
- H. Item #AB 1: Shoreline Debris Removal - Concrete
1. Item Description: The work includes furnishing of all material, labor and equipment necessary for removal and disposal of concrete debris located on the shoreline within the extents indicated on the drawings and contract documents. The Shoreline Debris Removal - Concrete work is included on the drawings for guidance only to indicate typical general construction features of the various types of debris and is not to be construed as definitive or adequate to supplant the actual on site inspection by the Contractor.
 2. Measurement: This item will be measured by the ton.
 3. Payment: This item will be paid for based on actual quantities for the period being billed.
- I. Item #AB 2: Shoreline Debris Removal - Hot Mix Asphalt

1. Item Description: The work includes furnishing of all material, labor and equipment necessary for removal and disposal of hot mix asphalt debris located on the shoreline within the extents indicated on the drawings and contract documents. The Shoreline Debris Removal - Hot Mix Asphalt work is included on the drawings for guidance only to indicate typical general construction features of the various types of debris and is not to be construed as definitive or adequate to supplant the actual on site inspection by the Contractor.
 2. Measurement: This item will be measured by the ton.
 3. Payment: This item will be paid for based on actual quantities for the period being billed.
- J. Item #AB 3: Shoreline Debris Removal - Miscellaneous
1. Item Description: The work includes furnishing of all material, labor and equipment necessary for removal and disposal of miscellaneous debris (not concrete or hot mix asphalt) located on the shoreline within the extents indicated on the drawings and contract documents. The Shoreline Debris Removal - Miscellaneous work is included on the drawings for guidance only to indicate typical general construction features of the various types of debris and is not to be construed as definitive or adequate to supplant the actual on site inspection by the Contractor.
 2. Measurement: This item will be measured by the ton.
 3. Payment: This item will be paid for based on actual quantities for the period being billed.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTALS

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

1.03 METHOD TO CALCULATE ADJUSTMENTS TO CONTRACT PRICE

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

1.04 MINOR CHANGES IN THE WORK

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

1.05 PROPOSAL REQUESTS

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

1.06 PROCEEDING WITH CHANGED WORK

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

1.07 CHANGE ORDER PROCEDURES

- A. Issuance of Change Order

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

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE

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

1.02 NOTICE TO PROCEED

- A. Contract execution will be made per the requirements of the Contract Documents. Once the contract has been executed and all pre-work submittals have been received, the Engineer will issue a Notice to Proceed (NTP).
 - 1. In certain instances, the Engineer may issue to the Contractor a Limited NTP for specified elements of the work described in these Contract Documents.
- B. The Contractor shall submit all pre-work submittals within 14 days of contract execution.
 - 1. No contract time extension shall be granted for any delays in issuance of the NTP by the Engineer due to the Contractor's failure to provide acceptable submittals required by the Contract Documents.

1.03 COORDINATION

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

1.04 PROJECT MEETINGS

- A. Pre-Construction Meeting
 - 1. After execution of the contract, but prior to commencement of any work at the site, a mandatory one time meeting will be scheduled by the Engineer to discuss and develop a mutual understanding relative to the administration of the safety program, preparation of the Schedule of Values, change orders, RFI's, submittals, scheduling prosecution of the work. Major subcontractors who will engage in the work shall attend.
 - 2. Suggested Agenda: The agenda will include items of significance to the project.
 - 3. 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

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 application (e-Builder®) for electronic information exchange throughout the duration of the Contract, as later described.
 - 1. e-Builder® is a web-based application accessed via the web.
 - 2. The Contractor will receive up to two separate user accounts for access to e-Builder®.
 - 3. The joint use of this system 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 e-Builder® is granted and controlled by the Engineer.
 - 1. The users assigned by the Contractor to use e-Builder® 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 the desktop version of the e-Builder® website effectively.

1.04 CONTRACTOR SOFTWARE REQUIREMENTS

- A. The Contractor is responsible for providing and maintaining the following:
 - 1. An office suite that is Microsoft Office 2013 compatible for generation and manipulation of correspondence.
 - 2. A program capable of editing, annotating and manipulating Adobe pdf files for inserting the Contractor's review stamp, clouding and adding notation to the files as necessary for review by the Engineer.

1.05 CONTRACTOR RESPONSIBILITY

- A. Provide all the equipment, internet connections, software, personnel and expertise required to support the use of e-Builder® 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 e-Builder® as described above.
 - 2. Information, basic user guides and requirements on methods for using e-Builder®.
 - 3. Instruction for the Contractor's staff utilizing e-Builder®.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 UTILIZATION OF E-BUILDER®

- 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 e-Builder®.
- C. The Port will not be liable for any delays associated from the usage of e-Builder® 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 e-Builder® 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 14 days following execution of the contract, submit a baseline project schedule defining planned operations.
- B. If the baseline project schedule requires revision after review, submit revised baseline project schedule within 10 days.
- C. Within 20 days after review of baseline project schedule, submit draft of proposed complete baseline project schedule for review.
- D. Submit updated progress schedule monthly to the Engineer with each pay application as required in Section 01 20 00 Price and Payment Procedures.

1.03 QUALITY ASSURANCE

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

1.04 SCHEDULE FORMAT

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 BASELINE SCHEDULE

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

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

3.02 PROGRESS SCHEDULE

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

3.03 UPDATING SCHEDULE

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

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

END OF SECTION

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 14 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 e-Builder® (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 e-Builder® 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 e-Builder® 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

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. Engineering controls/equipment to be used to protect against anticipated hazards;
 - 6. Personal protective equipment and clothing including head, foot, skin, eye, and respiratory protection;
 - 7. Procedures which will be used for:
 - a. Lockout/Tagout,
 - b. Fall protection,
 - c. Suspicious materials and/or unidentified materials,
 - 8. Site housekeeping procedures and personal hygiene practices;
 - 9. Emergency plan including locations of and route to nearest hospital;
 - 10. Name and qualification of person preparing the HASP and person designated to implement and enforce the HASP;
 - 11. Excavation, stockpiling, and truck loading procedures;
 - 12. Lighting and sanitation; and
 - 13. Signatory page for site personnel to acknowledge receipt, understanding, and agreement to comply with the HASP.

- B. Prior to the start of any Work, the Contractor shall provide a site specific Spill Prevention, Control and Countermeasures (SPCC) Plan, which meets all the requirements of local, state and federal laws, rules and regulations.
- C. Contractor may submit the HASP and SPCC Plan as one comprehensive document or may submit the plans as separate documents.

1.03 POTENTIAL CHEMICAL HAZARDS

A. Site Contaminants

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

B. Potential Exposures Routes

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

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

1.04 POTENTIAL PHYSICAL AND OTHER HAZARDS

- A. The Work of the Contractor is described elsewhere in these specifications. Precautions to prevent all anticipated physical and other hazards, including heavy equipment and vessels, shall be addressed in the HASP.
- B. Specific aspects of construction resulting in physical hazards anticipated for this project include, but are not limited to the following:
 - 1. Work over or adjacent to water, presenting hazards of falling into water, hypothermia from exposure to the elements, and drowning;
 - 2. Operation of marine equipment, including winches, dredges, and related equipment, entrapment, ensnarement, and being struck by moving parts hazards;
 - 3. Major hazards associated with earthwork impacts from moving construction vehicles and trucks, noise, thermal stress, contact with unguarded machines, excavation hazards (i.e., cave-in, utility, etc.), strains from heavy lifting, and reduced visibility and communications difficulties in work area; and

4. Operation of equipment, including excavators, loaders, and related equipment, presenting hazards of entrapment, ensnarement, and being struck by moving parts.
- C. Other anticipated physical hazards:
1. Heat stress, such as that potentially caused by impermeable clothing (may reduce the cooling ability of the body due to evaporation reduction);
 2. Cold stress, such as that potentially caused during times when temperatures are low, winds are high, especially when precipitation occurs during these conditions;
 3. Biological hazards, such as mold, insect stings, or bites, poisonous plants (i.e., poison oak, sumac, etc.); and
 4. Trips and falls.

PART 2 - PRODUCTS

2.01 SAFETY SIGNAGE

- A. The Contractor shall provide signage at strategic locations within the project site to alert jobsite workers and visitors of the 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. Enclosure equipment (for dust and asbestos fiber control);
 4. Fencing and barriers;
 5. Warning signs and labels;
 6. Fire extinguishers;
 7. Scaffolding and fall protection equipment;
 8. Personal protective equipment (hard hats, foot gear, skin, eye, and respiratory protection);
 9. Demolition equipment and supplies;
 10. First aid equipment;
 11. Spill response and spill prevention equipment; and

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.
- 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 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

PART 1 - GENERAL

1.01 SUMMARY

- A. Soils that cannot be reused onsite and are anticipated to be exported to an off-site facility must have a completed soil profile prior to export. The Port will conduct testing of material as defined further in this specification. The Contractor is responsible for any additional testing necessary to satisfy requirements of the Contractor's receiving facility.
- B. Soils excavated within the project area, as shown on the drawings, are anticipated to be free of regulated material; however, should the Contractor identify soil that cannot be reused as part of the project, the Contractor shall notify the Engineer to determine if the soil requires special handling.
 - 1. Soil with unexpected regulated material, as identified by visual and/or olfactory methods, shall be segregated from other excavated material until such time as appropriate testing and analysis can be completed by the Port. Upon completion of the soil profile, the Engineer will inform the Contractor of any special handling requirements based on the results.
 - 2. 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 require special handling will be hauled and disposed of at an approved disposal facility.
- C. No soil shall be removed from the site without prior notification to the Engineer. 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).

1.02 DEFINITIONS

- A. Olfactory Indications (methods): Of or relating to the sense of smell. Soils containing petroleum and other volatile constituents typically exhibit characteristic odors that can be detected (and sometimes identified) by smell.
- B. Regulated Material: Any chemical, physical, biological, or radiological substance that does not occur naturally in the environment, or that occurs at concentrations higher than natural background levels, and is regulated by agencies as to the disposal/recycling facility(ies) the material can and cannot go (i.e., EPA, Department of Ecology, Tacoma-Pierce County Health Department).
- C. Soil (waste) Profile: A characterization of the chemical and physical properties of soil material designated for off-site disposal, including the presence of pollutants and their concentrations as measured by approved laboratory analytical methods. A profile is required by the receiving permitted disposal or recycling facility.
- D. Special Handling: Refers to hauling and disposal of soils that cannot be reused in place as backfill or as general fill at another (off-site) location due to the presence of pollutants in concentrations above allowable limits. Such soils must be hauled to and managed at a permitted disposal facility.
- E. Type A Regulated Soil: Soil that must be removed from the Project site and has been determined by the Engineer to contain pollutants in concentrations that exceed state or federal dangerous or hazardous designations (respectively), or other special Port-determined criteria. Type A Regulated Soil requires disposal at an approved Subtitle C hazardous waste landfill.

- F. Type B Regulated Soil: Soil that must be removed from the Project site and has been determined by the Engineer to contain pollutants in concentrations that are below dangerous or hazardous levels, but could negatively impact the quality of air, waters of the state, soils or sediments, or pose a threat to the health of humans or other living organisms, depending on where the soil is disposed. Type B Regulated Soil requires disposal an approved Subtitle D solid waste landfill.
- G. Type C Regulated Soil: Soil that must be removed from the Project site and has been determined by Engineer to contain unknown constituent(s) and/or in unknown concentration(s) and requires further analysis and characterization. Type C Regulated soil will require disposal at an approved Subtitle C hazardous waste landfill or Subtitle D solid waste landfill if additional soil characterization indicates special handling is required.
- H. Type D Soil: Soil determined by the Engineer not to require special handling with regard to this Contract. Classification of material as Type D Soil 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.
- I. Unexpected Regulated Material: Regulated material 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 regulated material.
- J. Visual Indications (methods): A preliminary evaluation of the potential presence of contamination based on visual observation. For example, soils containing petroleum are frequently discolored or stained relative to non-petroleum impacted native soils or clean fill.

1.03 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. These provisions include any special monitoring, personal protective equipment, or work plans to accommodate regulated soil or material special handling. Use of environmental characterization data may not be appropriate for health and safety purposes.

1.04 SUBMITTALS

- A. Prior to excavation of any subsurface materials, the Contractor shall 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. The Soils Management Plan must include the following:
 - 1. Identification of all soil disposal facilities anticipated to be used for soils that are determined to be Type A or Type B Regulated Soil.
 - 2. Identification of all fill sites, disposal/recycling facilities and/or end uses anticipated to be used for soil determined to be Type D Soil in accordance with paragraph 3.02 of this section.
 - 3. Contingency for delivery and placement of Type C Regulated Soil at an on-site soil stockpile area.
 - 4. Contingency for managing soil/debris encountered during excavation that may disqualify soil for disposal or recycle at the anticipated facilities.
 - 5. General description of how equipment operators, safety staff and other applicable on-site personnel will identify and respond to soil containing potentially regulated material.

6. Contractor shall coordinate with the Engineer to facilitate handling of regulated soil in accordance with this specification.
 7. Description of all haul routes to be used on the project.
- B. A completed soil profile prior to export to an off-site receiving facility.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 EXCAVATION/TESTING

- A. The field-testing for soil to be exported offsite will be performed by the Port and will result in the following classification of material:
1. Type A Regulated Soil as defined in 1.02(E) of this Section
 2. Type B Regulated Soil as defined in 1.02(F) of this Section
 3. Type C Regulated Soil as defined in 1.02(G) of this Section
 4. Type D Soil as defined in 1.02(H) of this Section
- B. Contractor shall give Port no less than one week notice for sampling export soil prior to disposal offsite. Contractor shall anticipate at least two weeks for lab results.
- C. Laboratory turnaround times may require additional time for analytical results; therefore, Contractor should coordinate with Engineer well in advance of anticipated disposal date. Samples that are required to have "rush" analysis performed due to the Contractor's failure to disclose the anticipated disposal date shall have the difference in service fees paid by the Contractor, or the Contractor may delay the disposal until the standard analysis turnaround time is complete, at no additional cost to the Port.

3.02 TRANSPORTATION AND OFF-SITE DISPOSAL OF SOILS

- A. The Contractor shall be responsible for handling, re-handling, loading, transporting, and legal off-site removal of all waste materials and excavated soils not reused onsite.
1. Contractor shall ensure that transport truck gross weight meets federal and/or state Department of Transportation (DOT) requirements and the requirements of the receiving facility, whichever is more stringent.
 2. Contractor shall take measures to prevent debris from being spilled from trucks or tracked from the site to local streets. Contractor shall sweep streets adjacent to the site as necessary or as directed by the Engineer.
 3. Contractor shall ensure that any vehicle transporting materials offsite are properly labeled and placarded in accordance with federal and state DOT requirements.
- B. Type A Regulated and Type B Regulated Soil shall be hauled to an approved facility by the Contractor for disposal.
- C. Type C Regulated Soil is of unknown origin or special circumstances. Type C Regulated Soil shall be hauled to an on-site segregated stockpile area. The Contractor shall protect the material from weather and other disturbances once stockpiled. The Port will inform the Contractor of the soil profile following additional analysis of the suspect material (as needed), and the soil will be categorized as either Type A Regulated, Type B Regulated or Type D Soil and disposed of accordingly.

- D. Type D Soil that is not reused onsite shall be hauled by the Contractor to a site determined by the Contractor. If the receiving/disposal facility requires additional testing or certification of this soil, Contractor shall complete these requirements, at no additional cost to the Port. The Port will not certify or declare the material suitable for unrestricted use.

3.03 OTHER REQUIREMENTS

- A. Type A, Type B or Type C Regulated Soil may be, upon approval of the Engineer, temporarily stockpiled within the construction area. Contractor shall place an impervious liner beneath the soil and securely cover the stockpile with waterproof covering (e.g., plastic sheeting). Additional measures (e.g., berm, jersey barriers, silt fence, etc.) may be required to minimize soil runoff from the stockpile area. The soil shall be removed prior to completion of Work.
- B. Contractor shall provide the Engineer with all hauling receipts (or copies of receipts) from the disposal facility for all Type A, Type B or Type C Regulated Soil at least weekly.
- C. The Engineer may shut down excavation activities should unexpected regulated material be encountered during excavation.

END OF SECTION

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

3.02 NOISE CONTROL

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

END OF SECTION

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. NWS-2022-689 (Section 10 and Section 404) - (Appendix B.1)
 - 2. Coastal Zone Management Act Consistency Determination - (Appendix B.2)
 - 3. Water Quality Certification Order No. 22147 - (Appendix B.3)
 - 4. WDFW Hydraulic Project Approval: 2023-6-49+01 - (Appendix B.4)
 - 5. Shoreline Substantial Development Permit LU23-0046 - (Appendix B.5)
 - 6. Supporting Documentation: ESA Consultation - SSNP, Determination of Non-Significance (SEPA) - (Appendix B.6)
 - 7. Port of Tacoma Programmatic Maintenance Permit Package - (Appendix B.7)
- 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.

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

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes requirements relating to the following:
 - 1. Temporary utilities,
 - 2. Temporary sanitary facilities,
 - 3. Temporary Controls: Barriers, enclosures, and fencing, and

1.02 TEMPORARY UTILITIES

- A. No utilities are available on-site. Contractor shall provide all utility services required.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for Port's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

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. Access roads
 - 2. Parking
 - 3. Haul routes
 - 4. Maintenance
 - 5. Removal, repair

PART 2 - PRODUCTS

2.01 SIGNS, SIGNALS, AND DEVICES

- A. Post Mounted and Wall Mounted Traffic Control and Informational Signs, as specified.
- B. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- C. Flag Person Equipment: As required by local jurisdictions.

PART 3 - EXECUTION

3.01 ACCESS TO SITE

- A. Contractor shall conduct all business through the gate assigned by the Engineer.
 - 1. The Contractor may be required to relocate entry and related work areas as required by Port Operations.
- B. Provide unimpeded access for emergency vehicles. Maintain 20 foot (6 m) width driveways with turning space between and around combustible materials.
- C. Provide and maintain access to fire hydrants free of obstructions.

3.02 PARKING

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

3.03 HAUL ROUTES

- A. Confine construction traffic to designated haul routes.
- B. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

3.04 REMOVAL, REPAIR

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

END OF SECTION

PART 1 – GENERAL

1.01 SUMMARY

- A. The Work shall consist of planning, installing, inspecting, maintaining and removing Temporary Erosion and Sediment Control (TESC) Best Management Practices (BMPs) to prevent pollution of air and water; and to control, respond to, and dispose of eroded sediment and turbid water during the term of the Contract.
- B. These TESC requirements shall apply to all areas associated with the Work, including but not limited to the following:
 - 1. Work areas;
 - 2. Equipment and material storage areas;
 - 3. Staging areas;
 - 4. Stockpiles; and
 - 5. Discharge points within or adjacent to the work areas that are impacted by stormwater runoff from the site.
- C. Acceptance of TESC plans does not constitute an approval of permanent Work or drainage design (e.g., size and location of roads, pipes, restrictors, channels, retention facilities, utilities, etc.).
- D. Contractor shall read and conform to all requirements set forth in Washington Department of Ecology's (Ecology) Phase I Municipal Stormwater Permit (MS4) for projects less than one acre.

1.02 REFERENCES

- A. The rules, requirements, and regulations that apply to this Work include, but are not necessarily limited to the following:
 - 1. Washington Department of Ecology, "Stormwater Management Manual for Western Washington," current version.
 - 2. Washington Department of Ecology Phase I Municipal Stormwater Permit (MS4), current version.
 - 3. Washington State Department of Transportation, current version, Standard Specification M41-10, Division 8-01 Erosion Control and Water Pollution Control.
 - 4. Pierce County Stormwater and Site Development Manual, current version (if applicable).

1.03 SUBMITTALS

- A. Prior to the start of any construction activities, a Construction Stormwater Pollution Prevention Plan (SWPPP), as required by the MS4.
 - 1. Contractor shall comply with a Contractor provided project SWPPP.
 - 2. Contractor shall be responsible for updating the project SWPPP during construction to reflect the required changes to BMPs and personnel, as needed, to comply with the MS4 at no additional cost to the Port.
- B. Safety Data Sheet (SDS) for any dust palliative product.
- C. A copy of all Contractor site inspection logs at a time interval (e.g., weekly, monthly) specified by the Engineer.

D. Water Management Plan/Temporary Dewatering Plan.

1.04 AUTHORITY OF ENGINEER

- A. The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and fill operations, as determined by analysis of project conditions; and to direct the Contractor to provide immediate permanent or temporary pollution control measures to minimize impacts to adjacent streams or other watercourses, lakes, ponds, and other areas of water impoundment.
- B. In the event that areas adjacent to the work area are suffering degradation due to erosion, sediment deposit, water flows, or other causes, the Engineer may stop construction activities until the Contractor rectifies the situation.

PART 2 – PRODUCTS

2.01 DUST CONTROL

- A. Dust palliative for dust control proposed by the Contractor and approved by the Engineer.

PART 3 – EXECUTION

3.01 GENERAL

- A. The Port is subject to a Phase I Municipal Stormwater Permit (MS4). The Contractor shall be responsible for compliance with the Department of Ecology Western Washington Stormwater Management Manual, Volume II, Construction Stormwater Pollution Prevention for the duration of the project.
- B. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply as determined by the Engineer.
- C. No project discharge of water shall be allowed that exceeds the regulated pollutant levels in Ecology's NPDES permit associated with the Project.
- D. Contractor shall be solely responsible for all BMP modifications and upgrades to comply with the MS4 and the requirements of this Section, at no additional cost to the Port.
- E. Contractor shall be solely responsible for any damages and fines incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this Section.
- F. The Contractor shall be solely responsible for schedule impacts incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this Section.

3.02 TEMPORARY EROSION AND SEDIMENT CONTROL DEVELOPMENT

- A. Contractor shall prepare and submit a site-specific SWPPP prior to initiating ground disturbing activities.
 - 1. The SWPPP describes construction activities and sequencing, and the proposed Temporary and Permanent Erosion and Sediment Control measures. If there are any changes to BMPs or personnel on the site, Contractor must update the SWPPP and be prepared to submit the SWPPP to the Port and Ecology upon request.
 - 2. The SWPPP shall consist of planning, installing, inspecting, maintaining, and removing TESC BMPs per Volume II of the Stormwater Management Manual for Western Washington (current version) or equivalent. The BMPs shown in the Drawings are the minimum required to prevent pollution of air and water, to control peak volumetric flow rates and velocity of stormwater, and to control, respond to, and dispose of eroded

sediment and turbid water during the term of the Contract.

3. A SWPPP template is available to the Contractor for this purpose. The template is provided in Appendix A - Port of Tacoma Construction SWPPP Short Form. The template was prepared by the Port to meet part of the National Pollution Discharge Elimination System (NPDES) stormwater permit requirements for the project. Contractor may use the applicable Port template to prepare the project SWPPP or prepare their own SWPPP. If the Contractor elects to prepare their own SWPPP, it must meet or exceed the control measures required by Ecology (reference Ecology's Stormwater Management Manual for Western Washington, current version).
 4. If Contractor chooses to write a SWPPP separate from the Port-provided SWPPP, it must comply with all of the requirements set forth by the CSGP.
- B. Contractor shall develop project-specific TESC BMPs and incorporate them into the SWPPP. Contractor shall address the following issues as part of developing and implementing the BMPs:
1. TESC BMPs must meet the requirements in Ecology's Volume II of the Stormwater Management Manual for Western Washington (current version) or equivalent.
 2. TESC notes and details shown in the Drawings and the information in this Section form a basis of the minimum requirements for a TESC Plan. Contractor shall develop a TESC Plan specific to the construction schedule and proposed means and methods prior to commencing construction activities for the duration of the Project.
- C. Contractor shall inspect the existing system and report to the Engineer the levels of existing material prior to installation of TESC BMPs.

3.03 TEMPORARY EROSION AND SEDIMENT CONTROL IMPLEMENTATION

- A. Contractor is responsible for implementing and updating the SWPPP including TESC BMPs.
1. Contractor shall inspect the TESC measures daily and maintain these measures to ensure continued proper functioning for the duration of the Project.
 2. Contractor will be responsible for documenting TESC site inspections on a weekly basis in areas of active construction and on a monthly basis in areas that have undergone stabilization. Contractor shall keep records of the inspections on site.
 3. During the construction period the Contractor shall, at no additional cost to the Port, upgrade and/or maintain TESC measures as needed, based on Contractor means and methods, work sequencing, and changing site conditions (e.g., changes to impervious surface coverage, proximity of work to storm conveyance systems, storm events, etc.). Contractor shall modify these measures for changing site conditions and update the SWPPP to document all modifications made.
- B. Contractor shall clean all stormwater components affected by construction debris prior to Work completion, per TESC BMPs for catch basin maintenance. The cleaning process shall not flush sediment-laden water into a downstream system.
- C. Contractor shall ensure that water, or a dust palliative and a dispensing subcontractor, if needed, is available for project use. It is the responsibility of the Contractor to develop and adhere to appropriate safety measures pertaining to the palliative use. This also includes ensuring the dispensing subcontractor develops and adheres to the appropriate safety measures, if a dispensing subcontractor is used. Water used for dust suppression shall not be applied at such a rate or in a location that it will generate runoff from the site.

- D. Areas of exposed soils, including embankments, which will not be disturbed for two days during the wet season (October 1 through April 30) or seven days during the dry season (May 1 through September 30), shall immediately be stabilized by the Contractor with an Ecology-approved TESC measure (e.g., seeding, mulching, plastic covering, etc.).
- E. TESC measures in an inactive area shall be inspected and maintained by the Contractor until the area is permanently stabilized.
- F. In the event that additional temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the Work as scheduled or as ordered by the Engineer, such work shall be performed by the Contractor at its own expense.
- G. Contractor shall remove all TESC facilities, install permanent site surfacing improvements and permanent BMPs with minimal disturbance, and shall clean stormwater facilities prior to Work completion.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes the requirements to provide product data under the applicable specification section.

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project in conformance with referenced specification section.

PART 2 - PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 - EXECUTION

3.01 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.02 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.

- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes information on warranty and as built documentation.
- B. Prior to requesting final inspection, the Contractor shall assure itself that the project is complete in all aspects.

PART 2 - PRODUCTS

2.01 WARRANTY

- A. The Contractor warrants the labor, materials and equipment delivered under the contract to be free from defects in design, material, or workmanship, and against damage caused prior to final inspection. Unless otherwise specified, this warranty extends for a period of one (1) year from the date of Substantial Completion.
- B. The Contractor shall promptly (within 48-hours) repair or replace all defective or damaged items delivered under the contract. The Contractor will haul away all defective or damaged items prior to Substantial Completion.
- C. In the event of equipment failure, during such time or in such a location that immediate repairs are mandatory, the Contractor shall respond promptly, irrespective of time. If the Contractor is not available, the Port will effect repairs. The Contractor shall then reimburse the Port for parts and labor necessary to correct deficiencies as defined within the warranty clause and time.

PART 3 - EXECUTION

3.01 FINAL DOCUMENTS

- A. Project As-Built Drawings
 - 1. 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.
 - 2. The Project As-Built Drawings will be submitted on paper full-sized (ANSI D) copy.
 - 3. 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
 - 4. Project As-Built Drawings must be complete and accepted by the Engineer before Final Completion is issued.
 - 5. As-Built Drawings shall be in accordance with horizontal and vertical control as shown on the drawings.
- B. The following Certificates shall be submitted by the Contractor prior to Final Completion:
 - 1. Certificates of Conformance
 - a. Notice of Termination (NOT) Construction Stormwater General Permit: (Confirmation of Termination request acceptance by DOE).

3.02 CLEAN-UP

- A. Definition: Except as otherwise specifically provided, "clean" (for the purpose of this Article) shall be interpreted as meaning the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.
- B. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described above.
- C. Structure:
 - 1. Exterior: Visually inspect all exterior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior or the structure. In the even of stubborn stains not removable with water, the Engineer may require light sandblasting or other cleaning at no additional cost to the Port.
- D. Timing: Schedule final cleaning as approved by the Engineer to enable the Port to occupy a completely clean project.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTALS

- A. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project;
- B. Project As-Built Documents: Accurately record actual locations of capped and active utilities.

PART 2 - PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

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. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work;
 - 2. Fit products together to integrate with other work;
 - 3. Provide openings for penetration of mechanical, electrical, and other services;
 - 4. Match work that has been cut to adjacent work;
 - 5. Repair areas adjacent to cuts to required condition;
 - 6. Repair new work damaged by subsequent work;
 - 7. Remove samples of installed work for testing when requested; and
 - 8. Remove and replace defective and non-conforming work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- E. Restore work with new products in accordance with requirements of Contract Documents.
- F. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.05 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.

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

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

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.
 - 4. Coordinate progress cleaning for joint use areas where Contractor and other contractors are working concurrently.
- 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.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 74 16.
- F. 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.
- 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 REPAIR OF WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surface, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

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. 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. Warranties
 - 4. As-Built Drawings

1.02 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

1.03 PROJECT SUBMITTALS

- A. Submittal of Project Warranties
- B. Record Drawings
 - 1. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous recordkeeping requirements and submittals in connection with various construction activities.
- C. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.04 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. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Port unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in individual Sections, including specific warranties, operation and maintenance manuals, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 3. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by the Contract Document or Engineer. Label with manufacturer's name and model number where applicable.
 - 4. Submit test/adjust/balance records.
 - 5. Submit changeover information related to Port's occupancy, use, operation, and maintenance.
- 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. Make final changeover of permanent locks and deliver keys to Port
 2. Complete startup and testing of systems and equipment
 3. Perform preventive maintenance on equipment used prior to Substantial Completion
 4. Instruct Port's personnel in operation, adjustment, and maintenance of products, equipment, and systems
 5. Advise Port of changeover in heat and other utilities
 6. Terminate and remove temporary facilities from Project site
 7. Complete final cleaning requirements
- D. Submit a written request for inspection to determine Substantial Completion a minimum of DD 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.

1.05 PUNCH LIST (LIST OF INCOMPLETE ITEMS)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of Construction.
1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major elements.

1.06 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 DD 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.

1.07 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 CONTRACTOR'S WARRANTY

A. The Contractor warrants the labor, materials and equipment delivered under the contract to be free from defects in design, material, or workmanship, and against damage caused prior to final inspection. Unless otherwise specified, this warranty extends for a period of one (1) year from the date of Substantial Completion.

1. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit the Port's rights under warranty.
2. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Port or Port tenants during construction.
3. Submit Warranties to the Engineer as a submittal, as described in 01 33 00 – Submittal Procedures.
4. Provide additional copies of each warranty in Operation and Maintenance Manuals as described in 01 78 23 – Operation and Maintenance Manuals.

B. In the event of equipment failure, during such time or in such a location that immediate repairs are mandatory, the Contractor shall respond promptly (within 48 hours), irrespective of day of the week. If the Contractor is not available, the Port will affect repairs. The Contractor shall then reimburse the Port for parts and labor necessary to correct deficiencies as defined within the warranty clause and time.

2.02 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

PART 1.0 - GENERAL

1.01 SUMMARY OF WORK

- A. Extent of Work: The extent and location of the "Demolition" Work is indicated on the drawings. The Work includes the requirements for the removal, wholly or in part and satisfactory disposal of all items specifically identified for demolition or removal on the Drawings, or other features identified within these specifications. The drawings should be used for guidance only and to indicate typical general construction features of the various types of structures and is not to be construed as definitive or adequate to supplant the actual on-site inspection by the Contractor.

1.02 GOVERNING CODES, STANDARDS, AND REFERENCES

- A. U.S. Department of Labor Occupational Safety & Health Administration
 - 1. OSHA Standard 1926.850(a), Preparatory Operations

1.03 SUBMITTALS

- A. Submittals shall include the following:
 - 1. Demolition plan.
 - 2. Proposed landfills and recyclers.

PART 2 MATERIALS

2.01 PRODUCT INFORMATION

- A. Products that are required to accomplish, or to be incorporated into, the work of this section shall be as selected by the Contractor and shall conform to all applicable federal, state, and local regulations of these specifications, subject to the approval of the Port.

PART 3 EXECUTION

3.01 PROJECT INFORMATION

- A. The Contractor represents that it has visited the site to become familiar with the quantity and character of all materials to be demolished. The Contractor agrees that the premises were made available prior to deadline for submission of bids for whatever inspection and tests the Contractor deemed appropriate in preparation of bids.
- B. Notify the Port prior to beginning demolition work.
- C. All items designated for removal shall be demolished, loaded, and properly disposed of by the Contractor.
- D. Metal drift pins and spikes, not shown on the drawings, are present throughout the timber structure; Contractor shall use caution when cutting and removing existing timber components.

3.02 PREPARATION FOR EXECUTION OF WORK

- A. The Contractor shall submit to the Port a demolition plan that at a minimum addresses the following:
 - 1. Documentation of the existing structure prior to start of work
 - 2. Address protection of the public and the environment. Include means and methods to prevent demolition materials and debris generated from construction activities from falling into or entering the waterway.
 - 3. Protection of workers or other persons in docks, surrounding areas, and demolition site.

4. Work sequence and phasing plan.
5. Means and methods and equipment for completing the work including procedures for temporary support of the existing structure and utilities.
6. Disposal procedures.
7. Disposal site(s) approved by the Port and all environmental agencies, including permits and permissions as necessary.
8. Means and methods to minimize waste and maximize salvage.
9. Disposal plan shall include written documentation listing items to be salvaged by Contractor and shall identify proposed locations of in-water reinstallation, long term storage, or other means of dispersing salvaged items.

3.03 DEMOLITION OF STRUCTURES

- A. Completely remove and dispose of legally off-site, timber elements and other items as indicated on the drawings. Care shall be taken in removing timber elements so that damage does not occur to the existing elements which are to remain in place. Adjacent materials designated to remain that are damaged by the Contractor due to his operations shall be replaced at no additional cost to the Port.
- B. Reuse of Materials and Equipment. Remove and store materials and equipment indicated to be reused or relocated in the Contractor's storage area, or as noted on the Drawings, to prevent damage and weathering, and reinstall as the work progresses.
- C. Cuts through timber components to remain shall be vertical and in straight lines.

3.04 DISPOSAL

- A. General: All materials, except those materials containing substances classified as hazardous or potentially hazardous by local, state, or Federal regulating agencies, shall upon their demolition become the property of the Contractor. All such material, including those containing hazardous or potentially hazardous substances shall be removed and promptly disposed of legally away from the site and on property not owned by the Port, except as otherwise provided in these specifications. No material shall be disposed of in adjoining waterways. Burning of materials in these areas falls under the jurisdiction of the King County regulations and is generally forbidden under all circumstances.
- B. Cleanup: There shall be no debris, rubble, or litter left at the site from any of the demolition operations and the site shall be clean.
- C. The Port encourages the salvage and recycling of materials from demolished structures. The Contractor shall salvage or recycle, in an acceptable manner to environmental agencies and the Port, at his option any of the materials designated for disposal.
- D. An oil containment boom shall surround the work area. The boom shall collect any floating debris. Oil absorbent materials shall remain in place until all oily material and floating debris are collected and sheens have dissipated. Used oil-absorbent materials shall be disposed of in a landfill that meets the linear and leachate standards of the Minimum Functional Standards, Chapter 173-304 WAC.
- E. The Contractor will be required to retrieve any floating debris generated during demolition. Any debris in the containment boom shall be removed by the end of the workday or when the boom is removed, whichever occurs first. Captured material shall be disposed of in an upland disposal site.

- F. Non-salvageable or non-recyclable demolition and creosote debris shall be transported to a Port approved lined landfill with a Leachate Collection System.

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE

- A. Work includes furnishing of all labor, material, and equipment for providing cast-in-place concrete and associated work. Work includes concrete for repair of edge beam, topping concrete on precast hollow core panels, fill at the ends of precast panel cells, and pavement repair adjacent to abutment.

1.02 RELATED SECTIONS

- A. Section 01 33 00 - Submittal Procedures

1.03 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- B. Unless otherwise indicated, the most recent edition of the publication, including any revisions, shall be used.
- C. Association of State Highway and Transportation Officials (AASHTO)
 - 1. AASHTO M 182 - Specification for Burlap Cloth Made from Jute or Kenaf
- D. American Concrete Institute (ACI)
 - 1. ACI 301 - Specifications for Structural Concrete for Buildings
 - 2. ACI 304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete
 - 3. ACI 305 - Hot Weather Concreting
 - 4. ACI 306 - Cold Weather Concreting
 - 5. ACI 308 - Standard Practice of Curing Concrete
 - 6. ACI 318 - Building Code Requirements for Structural Concrete
 - 7. ACI 347 - Guide to Formwork for Concrete
- E. American Society for Testing and Materials (ASTM)
 - 1. ASTM C 33 - Standard Specification for Concrete Aggregates.
 - 2. ASTM C 39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - 3. ASTM C 94 - Standard Specification for Ready-Mix Concrete.
 - 4. ASTM C 150 - Standard Specification for Portland Cement.
 - 5. ASTM C 171 - Standard Specification for Sheet Materials for Curing Concrete.
 - 6. ASTM C 260 - Standard Specification for Air-Entraining Admixtures for Concrete.
 - 7. ASTM C 309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
 - 8. ASTM C 494 - Standard Specification for Chemical Admixtures for Concrete.
 - 9. ASTM C 595 - Standard Specification for Blended Hydraulic Cement
 - 10. ASTM C 618 - Standard Specification for Coal Fly Ash and Raw Calcined Natural Pozzolan for Use in Concrete.

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01 33 00 – Submittal Procedures for the following products:
 - 1. Certificates of Specification compliance for materials to be used.
 - 2. Proposed concrete mix design, indicating constituent material contents per cubic yard of concrete.
 - 3. Mix design test certificates for compressive strength, yield, air content, and slump of the proposed concrete mix. As a minimum, compressive strength test results at 7, 14, and 28-days shall be provided in accordance with ACI 318 5.3.
 - 4. Manufacturer's name and certificates of compliance with applicable standards shall be provided for all admixtures, concrete bonding agents, curing compounds, etc., proposed for use on the job.

1.05 QUALITY ASSURANCE

- A. General
 - 1. The Contractor shall perform material tests, specified and required by applicable standards, by an approved laboratory and certified to demonstrate that the materials are in conformance with the specifications.
 - 2. The Port will perform inspection and testing of concrete strength as required. The Contractor shall provide all necessary assistance and access in carrying out such inspections and tests, including sufficient mixed concrete and constituent materials required for testing and inspection, at its own expense.
 - 3. Contractor shall be responsible for verifying concrete forms, reinforcing steel, embedded items, and similar appurtenances are properly placed prior to any inspection.
- B. Qualification of Workmen as follows:
 - 1. Provide at least one person who shall be present at all times during execution of this portion of the work. They shall be thoroughly trained and experienced in concrete work, and shall direct all work performed under this section.
 - 2. Trained and experienced journeyman concrete finishers shall be responsible for finishing of exposed surfaces.

PART 2 PRODUCTS

2.01 GENERAL

- A. All concrete, unless specifically permitted by the Engineer, shall be normal-weight concrete and ready-mix. Batching, mixing, transportation, and delivery of ready-mix concrete shall conform to ASTM C 94.
- B. For small quantities of concrete, the Contractor may mix concrete on the job site provided the Contractor has requested in writing and received written permission from the Engineer. The Contractor's written request shall include a mix design, batching and mixing procedures, and a list of the equipment performing the job-site mixing. All job site mixed concrete shall be mixed in a mechanical mixer.
- C. Obtain cementitious materials from same source throughout.

2.02 MATERIALS

- A. Portland cement: For mixes without fly ash, Type I-II, Type II, or Type III conforming to ASTM C 150 and ASTM C 595.
 - 1. Tricalcium aluminate (C3A) content of the cement: Not less than 4% nor more than 10%.
- B. Portland cement: For mixes with fly ash, Type I or Type I-II conforming to ASTM C 150.
 - 1. Fly ash: Meets the requirements of ASTM C 618, Type F, with the added provisions that the loss on ignition shall not exceed 6 percent.
 - 2. Ensure fly ash is stored in a separate silo from that of cement.
 - 3. Split bins are not acceptable.
- C. Aggregate: Conform to ASTM C 33.
 - 1. All coarse and fine aggregate shall consist of hard, tough, durable, particles free from foreign materials, and shall be stored in such a manner as to prevent segregation, excessive breakage, and the introduction of foreign material.
 - 2. Maximum size of coarse aggregate shall not be larger than 1/2 inch for topping concrete and 1 inch for edge beam build out, pavement repair, and panel cell fill.
 - 3. Aggregate larger than 1-1/2 inch shall not be used without written permission from the Engineer.
- D. Water-reducing admixtures: Conform to the requirements of ASTM C 494. Dosage rates in accordance with the manufacturer's recommendations.
- E. Air-entraining admixtures: Conform to ASTM C 260. Dosage rates in accordance with the manufacturer's recommendations to meet the air content specified herein. The air-entraining admixture shall be added directly to the concrete materials either before or during mixing.
- F. Fibrous Reinforcement: Use InForce 100% virgin multigraded fibrillated InForce polypropylene fibers as manufactured by Fibermesh Inc, (1-800-391-8110) or equal approved by the Engineer. Fiber lengths shall be as recommended by the manufacturer for the maximum aggregate size to be used for the concrete mix. Dosage rate shall be as specified by the manufacturer except the minimum shall be 2.0 lb/cy of concrete.

2.03 CONCRETE MIX DESIGN

- A. The proportions of aggregate to cement for any concrete shall be such as to produce a mixture which will work readily into the corners and angles of the forms, around reinforcement and embedded items, with the least possible segregation of the material and preventing excess free water to collect on the surface.
- B. Topping concrete mix shall incorporate fibrous reinforcement.
- C. Submit to the Engineer, for review and approval, details of proposed concrete mixes including certificates of Specification compliance as described in paragraph 1.04 of this section.
- D. Select mix proportions in accordance with ACI 318:
 - 1. Submit test data representing 30 recent consecutive tests for each mix to establish the standard deviation.
 - 2. The criteria for acceptance of submitted tests shall be in accordance with ACI 318.

3. Where 30 recent consecutive tests are not available, the standard deviation may be determined by records based on no less than 15 tests.
 4. Where no previous data are available and for site mixed concrete, the mix or mixes shall exceed design strength as called for in ACI 318.
 5. When consecutive test data, representing compliance under these Specifications, has been established during this project, the overdesign may be relaxed in accordance with ACI 318 at the discretion of the Engineer.
 6. Deviation from any reviewed design mix without written authorization of the Engineer will not be permitted.
- E. Concrete for cast-in-place concrete, shall develop a minimum compressive strength of 5,000 psi in 28-days and shall meet the following requirements:
1. Minimum Cementitious Material
 - a. Concrete without fly ash 611 lbs./cy
 - b. Concrete with fly ash 540 lbs./cy and fly ash 10% to 25% of cementitious material
 2. Maximum Water/Cement Ratio
 - a. 0.40* (by weight, including free moisture on aggregate)
*If fly ash is used, the water/cement ratio shall be calculated as the weight of water divided by the weight of cement plus the weight of the fly ash.
 3. Air Content 7% for ½ inch aggregate and 6% for 1 inch aggregate ± 1-1/2%.
 4. Water-reducer admixture shall be Type A, D, F, or G. The amount shall be such to control the desired workability and water/cement ratio of the mix.
 5. Slump: 3 to 5-inches with Type A or D admixtures, 4 to 8-inches with Type F or G admixtures. The slump shall be chosen to enhance workability without violating the specified maximum water/cement ratio.

2.04 CONCRETE FORMS

- A. Provide wood, plywood, steel or fiber based concrete tubular forms.
1. Use plywood or steel forms where a smooth form finish is required.
 2. Lumber shall be square edged or tongue-and-groove boards, free of raised grain, knotholes, or other surface defects.
 3. Plywood: PS-1, B-B concrete form panels or better.
 4. Steel form surfaces shall not contain irregularities, dents, or sags.
- B. Form Ties and Form-Facing Material: Provide a form tie system that does not leave mild steel after break-off or removal any closer than 2 inches from the exposed surface.
1. Form ties and accessories shall not reduce the effective cover of the reinforcement.
 2. Form-facing material shall be structural plywood or other material that can absorb air trapped in pockets between the form and the concrete and some of the high water-cementitious materials ratio surface paste. Maximum use is three times.
 3. Provide forms with a form treatment to prevent bond of the concrete to the form.

4. As an alternate to using an absorptive wood form contact face as a form liner, use a Controlled Permeability Form liner in strict accordance with the manufacturer's recommendations.

2.05 MATERIALS FOR CURING CONCRETE

- A. Impervious Sheeting: ASTM C 171; waterproof paper, clear or white polyethylene sheeting, or polyethylene-coated burlap.
- B. Pervious Sheeting: AASHTO M 182.
- C. Liquid Membrane-Forming Compound: ASTM C 309, white-pigmented, Type 2, Class B.

2.06 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of cast-in-place concrete, shall be as selected and provided by the Contractor subject to the approval of the Engineer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify formwork is acceptable and ready for concrete.
- B. Verify gradients and elevations of forms or voids are correct.

3.02 PREPARATION

- A. Inspection:
 1. Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
 2. Verify that all items to be embedded in concrete are in place, properly oriented, located, and secured.
 3. Verify that concrete may be placed to the lines and elevations indicated on the Drawings, with all required clearance for reinforcement.
- B. Cleaning:
 1. Thoroughly clean all areas in which concrete is to be placed to remove all wood debris, sawdust, tie wire cuttings, and all deleterious materials.
 2. Clean and roughen existing concrete or concrete from a previous pour to provide a bondable surface.
 3. Thoroughly wet concrete forms which have not been treated with oils, waxes, or other bond breakers prior to placing concrete.
 4. Clean all transporting and handling equipment of all hardened concrete.
- C. Notification:
 1. Notify the Engineer at least 24-hours in advance of concrete placement.

3.03 TRANSPORTING AND PLACING CONCRETE

- A. Place concrete as soon as possible after mixing in conformance with ACI 304. Concrete shall be plastic and readily workable when placed in the forms. Partially set concrete shall not be retempered for use.

- B. Use a method and manner of placing concrete that avoids segregation of the aggregate, or displacement of reinforcement.
- C. Limit conveyor belts, when used, to approximately 300-feet in length to prevent segregation. Cover conveyor belts to protect the concrete from sun or rain.
- D. Do not use aluminum conduits or tremies for pumping or placing concrete.
- E. Place concrete in continuous horizontal layers not exceeding 18-inches, and compact so that there will be no lines of separation between layers.
- F. Take care to fill each part of the form by depositing concrete directly to or as near the final position as possible.
- G. When concrete must be dropped more than 4-feet into the forms, it shall be deposited through an approved conduit (tremie) or concrete pump.
- H. Use the tremie conduit to place concrete in sloping forms or in other locations, as directed, to prevent concrete segregation caused by sliding around reinforcing or other embedments.
- I. In general, conduct the method of depositing and compacting concrete so as to form a compact, dense, impervious concrete with the required surface finish without rock-pockets, and a minimum of segregation.
- J. Remove defective concrete at the Contractor's expense.
- K. Do not use mechanical vibrators for transporting concrete.
- L. Do not add water to concrete on-site without approval of the Engineer.
- M. Establish a contained truck wash-out area for use by all trucks delivering concrete to the project. Washout area will be removed upon completion of work.

3.04 FORMING

- A. Forms: Formwork shall be provided for all cast-in-place concrete, unless otherwise approved by the Engineer. Forming shall be in accordance with ACI 301. Set forms mortar-tight and true to line and grade.
 - 1. Chamfer above grade exposed joints, edges, and external corners of concrete 3/4- inch unless otherwise indicated.
 - 2. Forms submerged in water shall be watertight.
 - 3. Provide formwork with clean-out openings to permit inspection and removal of debris.
 - 4. Gasket formwork or otherwise render sufficiently tight to prevent leakage of paste or grout under heavy, high-frequency vibration.
 - 5. Use a release agent that does not cause surface dusting.
 - 6. Limit reuse of plywood to no more than three times.
 - 7. Patch form tie holes with a non-shrink patching material in accordance with the manufacturer's recommendations and subject to approval.
- B. Coating: Before concrete placement, coat the contact surfaces of forms with a non-staining mineral oil, non-staining form coating compound, or two coats of nitrocellulose lacquer. Do not use mineral oil on forms for surfaces to which adhesive, paint, or other finish material is to be applied.
- C. Assemble formwork to permit easy stripping and dismantling without damaging concrete.

- D. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.
- E. Removal of Forms and Supports: After placing concrete, forms shall remain in place for the time periods specified in ACI 347, except for concrete placed underwater, forms shall remain in place 48 hours.
 - 1. Prevent concrete damage during form removal.
 - 2. Forms may be removed earlier than specified if ASTM C 39 test results of field-cured samples from a representative portion of the structure or other approved and calibrated non-destructive testing techniques show that the concrete has reached a minimum of 80 percent of the design strength.

3.05 CONSTRUCTION JOINTS

- A. Joints and stoppages, except as specifically shown on the Drawings, shall generally conform to ACI 318.
- B. Locate joints so as not to significantly impair the strength of the structure and only as approved by the Engineer.
- C. Thoroughly clean all joints to remove all loose concrete and laitance.
- D. Roughen joint surface to a 1/4-inch amplitude.
- E. Unless otherwise noted, thoroughly wet and condition all joint surfaces to a saturated surface dry (SSD) condition and coat all cleaned joints with neat cement bond grout immediately before placing fresh concrete.
- F. Submit all pre-fabricated construction jointing systems and products for review and approval by the Engineer prior to use.

3.06 COLD AND HOT WEATHER CONCRETING

- A. Do not place concrete when the atmospheric temperature drops below 40°F or rises above 90°F, unless special procedures are followed.
- B. Follow procedures for production, delivery, placing, curing, inspection and testing of concrete under hot or cold weather conditions in accordance with the recommendations of ACI 305, "Hot Weather Concreting" or ACI 306, "Cold Weather Concreting".
- C. If concrete is placed during cold or hot weather conditions, submit documentation to the Engineer demonstrating how the procedures described in the above referenced ACI documents will be followed. The Contractor's documentation shall be received by the Engineer no later than 72 hours prior to concrete placement.
- D. The Engineer's review of this documentation does not relieve the Contractor's responsibility to provide concrete per the Contract Documents.

3.07 CONSOLIDATING CONCRETE

- A. Provide suitable internal vibrators for use in compacting all concrete.
- B. Use vibrators of the type designed to be placed directly in the concrete and their frequency of vibration is not less than 7000 impulses per minute when in actual operation.
- C. Vibration shall be such that the concrete becomes uniformly plastic.
- D. Insert vibrators to a depth sufficient to vibrate the bottom of each layer effectively, but not to a depth that penetrates partially hardened concrete.

- E. Do not apply vibrators directly to steel which extends into partially hardened concrete. The intervals between points of insertion shall not be less than 2-feet nor more than 3-feet.
- F. Do not continue vibration in any one spot to the extent that pools of grout are formed.
- G. In vibrating and finishing top surfaces which are exposed to weather or wear, use extreme care to avoid drawing water or laitance to the surface. In relatively high lifts, the top layer shall be comparatively shallow and the concrete mix shall be as stiff as can be effectively vibrated into place and properly finished.
- H. Do not use vibrators to transport or move concrete inside the form.
- I. Supply a sufficient number of vibrators to effectively vibrate all of the concrete placed. Hand tamping shall be required wherever necessary to secure a smooth and dense concrete on the outside surfaces.

3.08 CURING CONCRETE

- A. Refer to ACI 308 for recommended practices for curing concrete.
- B. Maintain concrete (other than high-early strength) above 50°F and in a moist condition for at least the first seven days after placement.
- C. Protect all concrete from mechanical injury and accelerated drying. No fire or excessive heat shall be permitted near the concrete at any time.
- D. Formed Surfaces: Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
 - 1. Normal concrete: Not less than 7 days.
- E. Surfaces Not in Contact with Forms:
 - 1. Start initial curing as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
 - 2. Begin final curing after initial curing but before surface is dry.
 - a. Moisture-retaining cover: ASTM C 171. Seal in place with waterproof tape or adhesive.
 - b. Curing compound: ASTM C309. Apply in two coats at right angles, using application rate recommended by manufacturer.
- F. Concrete Topping
 - 1. Maintain concrete above 50°F for at least the first seven days after placement.
 - 2. Apply curing compound in two applications as described in paragraph 3.08.E immediately after finishing the concrete and as soon as the visible bleed water has evaporated or as directed by the Engineer.
 - 3. Cover the concrete surface with wet burlap as soon as the surface can be walked on without damage including impressions from workmen's shoes, boots, tools, etc. Cover the wet burlap with white polyethylene sheeting held tightly in place by taping and weighting joints, or other methods approved by the Engineer. Keep the wet burlap and white polyethylene sheeting in place for at least seven days.
 - 4. Continuously monitor the entire covered surface for at least seven days to ensure the burlap is kept continually wet. Add water using sprinklers or soaker hoses as required and replace/reseal polyethylene sheeting. Collect all excess water, do not allow excess water

to fall into the waterway.

3.09 FINISHING CONCRETE

A. General:

1. All permanently exposed surfaces, unless specifically noted otherwise, shall be free from local bulging and all unsightly ridges or lips shall be removed to leave a smooth, flat surface. Excessive rubbing will not be permitted.
2. Patching mortar, if used, shall be of the same color as the surrounding concrete. Add white Portland cement to patching mortar for color matching purposes.
3. Provide 3/4-inch chamfer on all exposed corners.

B. Horizontal Surfaces:

1. Thoroughly roughen all horizontal surfaces that will carry additional concrete to an amplitude of 1/4-inch and clean of all laitance and unsatisfactory concrete.
2. Exterior concrete surfaces exposed to foot or vehicle traffic except as noted shall be given a broom finish per ACI 301 perpendicular to the direction of traffic.
3. Related unformed surfaces: Tops of walls and similar unformed surfaces occurring adjacent to formed surfaces shall be struck smooth after concrete is placed and shall be floated to a texture reasonably consistent with that of the adjacent formed surfaces. Final treatment of formed surfaces shall continue uniformly across the unformed surfaces.

C. Protection of Finish:

1. Take every precaution to protect finished surfaces from stains or abrasions.
2. Properly protect all surfaces or edges likely to be damaged during the construction period.

3.10 TESTING

- A. Testing of concrete material will be done by the Engineer. Methods of sampling, testing, evaluation, and acceptance will conform to ACI 301. All fresh concrete samples intended for testing will be taken at the point of deposit into the formwork.
- B. Testing, as described above, will be at Engineer's discretion and in no way relieves the Contractor of any obligations.
- C. Tests will be performed at no cost to the Contractor, except as noted. The following services shall be performed, when necessary, at Contractor's cost:
 1. Additional testing and inspection required because of changes in materials, proportions, and procedures requested by the Contractor.
 2. Additional testing of materials or concrete occasioned by their failure by test or inspection to meet Specification requirements.
- D. If any delivered load of concrete is rejected, dispose of completely off-site.

3.11 TOLERANCES

- A. Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.
- B. Maximum Variation from True Position: 1/4 inch.

3.12 PROTECTING CONCRETE

- A. Immediately after placement, protect concrete from premature drying, excessive hot or cold temperatures, and mechanical injury.
- B. Do not permit pedestrian traffic over concrete for 3 days minimum after finishing.
- C. Do not permit vehicular traffic over concrete until 80 percent design strength of concrete has been achieved.

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Design, manufacture, deliver, erect, and install precast, prestressed hollow core slabs in accordance with this Section and other contract documents.

1.02 REFERENCE STANDARDS

Publications from the following organizations form a part of this Section to the extent indicated by the references thereto. These publications are referred to by basic designation only in this Section and some title references have been abbreviated. Use the most current edition of each publication available at the time of bid unless otherwise indicated. In case of conflict, the more stringent conditions or requirements, as determined by the Engineer, shall apply.

- A. American Concrete Institute (ACI) 318 Building Code Requirements for Structural Concrete
- B. American Society for Testing and Materials (ASTM) ASTM C33 Standard Specification for Concrete Aggregates
- C. ASTM C416 Standard Classification of Silica Refractory Brick
- D. ASTM C150 Standard Specification for Portland Cement
- E. ASTM C330 Standard Specification for Lightweight Aggregates for Structural Concrete
- F. ASTM C805 Standard Test Method for Rebound Number of Hardened Concrete
- G. Precast/Prestressed Concrete Institute (PCI) MNL-116 Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products

1.03 QUALITY ASSURANCE

- A. Hollow core slabs shall be produced by a firm with at least five (5) continuous years of experience in the manufacture of prestressed hollow core units.
- B. The hollow core Manufacturer shall be a PCI-Certified Plant, with an established Quality Control Program in accordance with PCI MNL-116 to ensure close control of the materials and procedures used in production of the hollow core slabs.
- C. Each hollow core slab shall be inspected prior to delivery, and shall be clearly marked by the Quality Control Inspector as approved for use in construction.

1.04 SUBMITTALS

- A. The precast, prestressed hollow core slabs shall be designed by the Manufacturer for the spans and loading conditions specified on the drawings. Design calculations shall be submitted to the Engineer for review and approval. Design submittals shall bear the stamp and signature of a State of Washington Registered Professional Engineer experienced in precast, prestressed concrete design.
- B. Submit complete shop drawings indicating shop and erection details for review and approval. Drawings shall show the number and size of prestressing strands, prestress force, blockouts, mark numbers, and all other details necessary for the manufacture and installation of the hollow core slabs.
- C. Do not begin fabrication until the relevant shop drawings have been reviewed by the Engineer.

1.05 PRODUCT HANDLING

- A. Protection

Protect the materials before, during, and after installation and protect the installed work of other trades.

B. Replacements

In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the Port.

PART 2 PRODUCTS

2.01 HOLLOW CORE DECK PANELS

- A. Precast, prestressed hollow core slabs shall be machine extruded, with continuous open cores, in a casting yard under closely controlled mixing, placing and curing conditions. The slabs shall be furnished in nominal four-foot (4'-0") widths, and sawn to lengths shown on the drawings. Special slabs with skewed ends, or narrower widths, shall be cut to proper dimensions by the Manufacturer. Hollow core slab soffits shall have a smooth steel-formed finish.

2.02 PRE-CAST CONCRETE

- A. Concrete mix shall be designed by the Manufacturer as required for proper operation of the production equipment.
- B. The concrete shall have a minimum compressive strength of 4,000 psi at the time of detensioning, and 8,000 psi at twenty-eight (28) days.
- C. When required, concrete compressive strength shall be determined with a calibrated rebound test hammer in accordance with ASTM Specification C-805.

2.03 CEMENT

- A. Cement shall conform to ASTM C150.

2.04 AGGREGATES

- A. Aggregates shall conform to ASTM C33 or C330

2.05 REINFORCING

- A. Prestressing strands shall be 7-wire, uncoated high-tensile strength strand in conformance with ASTM A416

2.06 GROUT

- A. Grout for longitudinal shear keys between slabs shall consist of one part cement to three parts paving sand, by weight, with a maximum water content of five (5) gallons per sack of cement.

2.07 CAST-IN-PLACE CONCRETE

- A. Refer to Section 03 30 00 Cast-in-Place Concrete for requirements for pouring closures at the ends of the slabs.

PART 3 EXECUTION

3.01 PREPARATORY REVIEW

Prior to all work of this section, inspect the installed work of other trades affecting this work and verify that all such work is complete to the point where this installation may properly commence.

3.02 OPENINGS

- A. Rough openings and blockouts required for structural connection of hollow core slabs shall be provided by the Manufacturer, as shown on the shop drawings. Manufacturer shall provide

rough blockouts, when shown on the drawings, for penetrations over 8 inches in diameter or width. Penetrations less than 8 inches in diameter or width shall be cut in the field by the Contractor. Openings and/or cutting of prestressing strand shall be approved by the Engineer before drilling or cutting.

3.03 FINISHING CONCRETE

A. Horizontal Surfaces

1. Thoroughly roughen all horizontal surfaces that will carry additional concrete to an amplitude of 1/4-inch and clean of all laitance and unsatisfactory concrete.

3.04 TOLERANCES

A. Hollow core slabs shall comply with the following dimensional tolerances:

1. Length: ± 1 in.
2. Width: $3'-11 \frac{3}{4}'' \pm 1/4$ in.
3. Depth: $\pm 1/4$ in.
4. Position of voids (vertical): $\pm 1/4$ in.
5. Position of voids (horizontal): $\pm 1/4$ in.
6. Minimum cover over tendons: 1/2 in. to cores, 1 in. to bottom
7. Differential camber between adjacent members of the same design and length: 1/4 in. per 10 ft, but not greater than 1/2 in. after field leveling.
8. Squareness of ends (vertical and horizontal alignment): $\pm 1/2$ in.

3.05 INSTALLATION

- A. Prior to delivery of the hollow core slabs, the Contractor shall examine the site and verify that conditions are satisfactory for the proper installation of the slabs. Installation shall not proceed until any unsatisfactory conditions have been corrected.
- B. If temporary jobsite storage is required, hollow core slabs shall be handled and stored in accordance with the Manufacturer's written recommendations.
- C. Contractor shall lift, handle, and place hollow core slabs in accordance with the Manufacturer's written instructions and approved placement drawings. The hollow core slabs shall be placed with the minimum end bearing recommended by the manufacturer.
- D. Unless otherwise indicated on the drawings, all slabs will bear on a thin neoprene bearing strip approximately 1/4 in. thick and 3/8 in. wide.
- E. All hollow core slabs should be leveled within specified tolerances before grouting the longitudinal joints or pouring end closure concrete. Shores or other leveling devices shall not be removed until the grout has attained a minimum strength of 2,000 psi.
- F. Field cutting of hollow core slabs shall not be done without the prior approval of the Engineer. Approved cutting or drilling shall be accomplished in accordance with the Manufacturer's written recommendations.

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Fabricate metal fabrications from steel products, unless noted otherwise on the Drawings. This Section describes the requirements for furnishing materials, labor, and equipment for fabricating and/or repairing, galvanizing, and erecting metal fabrications, in accordance with this Section and other contract documents.

1.02 REFERENCE STANDARDS

Publications from the following organizations form a part of this Section to the extent indicated by the references thereto. These publications are referred to by basic designation only in this Section and some title references have been abbreviated. Use the most current edition of each publication available at the time of bid unless otherwise indicated. In case of conflict, the more stringent conditions or requirements, as determined by the Engineer, shall apply.

- A. American Institute of Steel Construction (AISC) 360 Specification for Structural Steel for Buildings
- B. AISC 303 Code of Standard Practice for Steel Buildings and Bridges
- C. American Galvanizers Association (AGA) Quality Assurance Manual
- D. American Society for Testing and Materials (ASTM) ASTM A29 Steel Bars, Carbon and Alloy, Hot-Wrought
 - 1. ASTM A36 Standard Specification for Carbon Structural Steel
- E. ASTM A123 Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- F. ASTM A 143 Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedures for Detecting Embrittlement
- G. ASTM A153 Zinc Coating (Hot –Dip) on Iron and Steel Hardware
- H. ASTM A307 Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength
- I. ASTM A 384 Safeguarding Against Warpage and Distortion During Hot-Dip Galvanizing of Steel Assemblies
- J. ASTM A385 Providing High-Quality Zinc Coatings (Hot-Dip)
 - 1. ASTM A780 Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
- K. American Welding Society (AWS) D1.1 Structural Welding Code - Steel

1.03 QUALITY ASSURANCE

- A. Qualification of Steel Fabricator
 - The fabricator shall be experienced in the fabrication and working of metals, including cutting, bending, forming, and finishing.
- B. Qualification of Galvanizer
 - 1. Follow the requirements of the AGA Quality Assurance Manual.
 - 2. Test each finished product for thickness, uniformity of the coating, and adhesion in accordance with the applicable ASTM document.

1.04 SUBMITTALS

- A. Submit shop drawings indicating shop and erection details, including cuts, copes, connections, holes, fasteners, and welds.
- B. Do not begin fabrication until the relevant shop drawings have been reviewed by the Engineer.

1.05 PRODUCT HANDLING

A. Protection

Protect the materials before, during, and after installation and protect the installed work of other trades.

B. Replacements

In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the Port.

PART 2 PRODUCTS

2.01 GENERAL

Unless otherwise noted or specified, provide products that are new and free from oxidation or corrosion. All steel products shall be hot dip galvanized to ASTM A123 or A153 as appropriate.

2.02 STRUCTURAL STEEL

- A. Steel Plates: Provide materials meeting the requirements of ASTM A 36.
- B. Steel Round Bar: Provide materials meeting the requirements of ASTM A 36.
- C. Bolts: Provide materials meeting the requirements of ASTM A307

2.03 OTHER MATERIALS

- A. All other materials not specifically described but required for a complete and proper installation shall be new, free from oxidation or corrosion, and subject to the approval of the Engineer.

PART 3 EXECUTION

3.01 PREPARATORY REVIEW

- A. Prior to all work of this section, inspect the installed work of other trades affecting this work and verify that all such work is complete to the point where this installation may properly commence.

3.02 FABRICATION

- A. Fabricate items in accordance with the approved shop drawings and reference standards.
- B. Insofar as practicable, shop prefabricate all items complete and ready for installation.
- C. Unless otherwise indicated on the Drawings, weld all shop connections. Provide joints that are tightly fitting, securely fastened, square, plumb, straight, and true.
- D. Drill or punch all holes required for the attachment of work of other trades and for bolted connections. Do not burn holes.

3.03 PROTECTIVE COATINGS

A. Galvanizing

- 1. Miscellaneous carbon steel fabrications including fasteners shall be hot-dip galvanized in conformance with ASTM A123, A143, A153, A384, and A385.

2. Galvanize items, after fabrication is complete. During the galvanizing process provide temporary framework and/or other means to control distortion of the fabricated items so the items meet the tolerance requirements for the work and as indicated in the contract documents.
3. Restore galvanizing that has been damaged accidentally in accordance with ASTM A 780 Annex A.1. The zinc-based solder repair rod shall be "Zaclon Repair Alloy" or equal approved by the Engineer. The minimum thickness of the coating shall be 4 mils. Follow the written requirements of ASTM A 780 and the repair material manufacturer.

3.04 ERECTION

Erect and install all metal fabrications in strict accordance with the design drawings, shop drawings, and reference standards.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY OF WORK

- A. The extent and location of "Rough Carpentry" Work is indicated on the Contract Documents. This section describes requirements to furnish and install the following items:
 - 1. Structural members
 - 2. Preservative treatment of wood

1.02 GOVERNING CODES, STANDARDS, & REFERENCES

- A. Standards: In addition to complying with all pertinent codes and regulations, all materials of this section shall comply with the pertinent provisions of the following:
 - 1. American Society of Mechanical Engineers (ASME) ASME B18.2.1 Square and Hex Bolts and Screws (Inch Series)
 - 2. American Wood Preservers' Association (AWPA)
 - a. AWPA U1 - Use Category System: User Specification for Treated Wood; American Wood-Preservers' Association
 - b. AWPA M4 - Care of Preservative-Treated Wood Products
 - c. AWPA E1 - Standard Method for Laboratory Evaluation to Determine Resistance to Subterranean Termites
 - 3. National Institute of Standards and Technology
 - a. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce)
 - 4. Northeastern Lumber Manufacturers Association (NELMA)
 - a. Standard Grading Rules for Northeastern Lumber
 - 5. West Coast Lumber Inspection Bureau (WCLIB)
 - a. WCLIB (GR) - Standard Grading Rules for West Coast Lumber No. 17; West Coast Lumber Inspection Bureau
 - 6. Western Wood Preservers Institute (WWPI)
 - 7. Western Wood Products Association (WWPA)
 - a. WWPA G-5 - Western Lumber Grading Rules; Western Wood Products Association

1.03 SUBMITTALS

- A. Submit materials data in accordance with Section 01 33 00 - Submittals. Furnish manufacturers' technical literature, standard details, product specifications, and installation instructions for all products.
- B. Submittals shall include the following:
 - 1. Technical data on wood preservative materials, and application instructions.
 - 2. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.
- C. Drawing Requirements

1. For fabricated structural members indicate materials, details of construction, methods of fastening, and erection details. Include reference to design criteria used and manufacturers design calculations. Submit drawings for all proposed modifications of structural members. Do not proceed with modifications until the submittal has been approved.
- D. Submit calculations and drawings for all proposed modifications of structural members. Do not proceed with modifications until the submittal has been approved. Indicate all shop and erection details, including cuts, copes, connections, bolt hole patterns, and fastening devices.

1.04 QUALITY ASSURANCE

- A. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.
 1. Acceptable Lumber Inspection Agencies: WCLIB and WWPA.
 2. Lumber of other species or grades, or graded by other agencies, is acceptable provided structural and appearance characteristics are equivalent to or better than products specified. Submit information showing proposed standard is equivalent to material specified herein.
- B. Preservative-Treated Wood: Provide lumber marked or stamped by an American Lumber Standard Committee (ALSC) accredited testing agency, certifying level, and type of treatment in accordance with AWWA standards.
- C. Before assembly, surfaces to be in contact with each other shall be thoroughly cleaned. All parts shall be assembled accurately as indicated on the drawings and the shop drawings. Light drifting will be permitted to draw parts together, but drifting to match unfair holes will not be permitted.
- D. Conflicting Requirements: In the event of conflict between pertinent codes and regulations and the requirements of the referenced standards or these specifications, the legal or more stringent provisions shall govern.

1.05 PRODUCT DELIVER, STORAGE AND HANDLING

- A. Deliver materials to the site in an undamaged condition.
- B. Store, protect, handle, and install prefabricated elements in accordance with manufacturer's instructions and as specified.
- C. Storage
 1. Store materials off the ground.
 2. Protect against moisture and dampness.
 3. Store all material clearly identified with all grade marks legible.
- D. Protection:
 1. Stack and support all lumber which has been graded for moisture content, to prevent warp or permanent stress deflection. Store moisture-graded lumber within a protective enclosure or cover it with protective membranes.
 2. Identify all framing lumber and store separately.
 3. Protect metal products from the elements as required to preserve the finish quality.
 4. Handle treated lumber with rope slings or on pallet boards. The use of cant hooks, peavies, tongs, or other handling devices is permissible provided that side surfaces are not penetrated over one-half inch.

- E. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer at no additional cost to the Port.

PART 2 PRODUCTS

2.01 GRADE STAMPS

- A. Timbers: Identify all stress-gradable lumber by the grade stamp of the West Coast Lumber Inspection Bureau, or other inspecting agency as approved by the Engineer.
- B. Other Material: Identify all other material of this section by the appropriate stamp of the agency as approved in advance by the Engineer.

2.02 DIMENSION LUMBER

- A. All materials of this section, unless specifically otherwise approved in advance by the Engineer, shall meet or exceed the following:
 - 1. Doug Fir, Larch, grade No. 1 or better, no loose knots in accordance with WCLIB grading rules No. 17.
 - 2. Hardwood shall be Red Oak No. 3 or better in accordance with NELMA grading rules.

2.03 TIMBER TREATMENT

- A. All timber members shall be pressure treated with preservative as outlined below. All timbers shall be cut to length, drilled, and dapped prior to treatment to extent possible. All pressure treatment processes shall be performed in accordance with Best Management Practices for the specified treatment type as published by the WWPI, latest edition.
 - 1. Sawn Timbers: AWWPA Use Category UC4B, using ACZA.
 - a. Preservative for Field Application to Cut Surfaces: As recommended by manufacturer of factory treatment chemicals for brush-application in the field.
 - 2. Field drilled holes, cuts, abrasions, and minor damaged areas shall be field treated per AWWPA M-4, with an Engineer approved treatment product.

2.04 ATTACHMENT HARDWARE

- A. Refer to Section 05 50 00 – Metal Fabrications for bolts.
- B. Lag bolts: ASTM A307, ASME B18.2.1, hot dip galvanized.
- C. All attachment hardware disassembled to assist with installation of other components shall be replaced with new attachment hardware unless noted otherwise.

PART 3 EXECUTION

3.01 PREPARATION FOR EXECUTION

- A. Inspection: Prior to all Work of this section, carefully inspect the installed Work of all other trades and verify that all such Work is complete to the point where this installation may properly commence and be performed in strict accordance with the original design and all pertinent codes and regulations.
- B. Discrepancies: In the event of discrepancy, immediately notify the Engineer. Do not proceed with installation until fully resolved.

3.02 INSTALLATION

- A. Select material sizes to minimize waste.

- B. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
- C. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- D. Install structural members full length without splices unless otherwise specifically detailed.
- E. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated. All lumber and timber shall be accurately cut and framed to a close fit so that the joints will have even bearing over the entire contact surfaces without shimming.
- F. Apply a silicone grease to the interface between all galvanized hardware and ACZA-treated timber.
- G. Before assembly or making repairs, surfaces to be in contact with each other shall be thoroughly cleaned.
- H. The top surface of all timbers installed and exposed under this contract, shall have a covering of 30-pound roofing felt installed prior to placing subsequent materials on them. Felt shall extend a minimum of 3 inches beyond the member edges in all directions and shall be bent down to allow water to run off.

3.03 SITE APPLIED WOOD TREATMENT

- A. Apply site applied preservative treatment compatible with factory applied treatment at site-sawn cuts, holes, or abrasions, complying with manufacturer's instructions and AWPA standard M4. Site applied wood treatment shall be applied before driving bolts into holes bored after factory applied treatment.
- B. Allow preservative to dry prior to erecting members.
- C. Any unfilled holes bored after treatment, after being treated as per above, shall be plugged with preservative treated plugs.

3.04 HOLES FOR BOLTS, DOWELS, RODS, LAG SCREWS, NAILS, AND SPIKES

- A. All holes shall be drilled with auger or general purpose type drill bits. Spade bits will not be permitted.
- B. Holes for machine, hex or economy head type bolts through timber members shall be bored with a bit 1/16 inch larger than the diameter of the bolt.
- C. Holes for lag screws shall be bored with a bit with the same diameter and length as the unthreaded body and pilot bored using a drill not larger than the diameter of the screw at the root of the thread for the full depth of thread penetration.

3.05 PROTECTION

- A. Protect installed product's finish surfaces from damage during construction.
- B. Repair or replace damaged installed components as approved by the Engineer at no additional cost to the Port.

3.06 CLEANING

- A. Waste Disposal:
 - 1. Comply with applicable regulations.

2. Do not burn scrap on the project site.
 3. Do not burn scraps that have been pressure treated.
 4. Do not send materials treated with pentachlorophenol, CCA, or ACZA to co-generation facilities or "waste-to-energy" facilities.
- B. Remove temporary coverings and protection of adjacent work areas.
- C. Clean installed products in accordance with manufacturer's instructions prior to Engineer's acceptance.
- D. Do not leave any wood, shavings, sawdust, etc. on the ground or structure surfaces.
- E. Prevent sawdust and wood shavings from entering the water.

3.07 QUALITY ASSURANCE

- A. Qualification of Workers: Provide sufficient supervisors and skilled workers who shall be thoroughly familiar with the type of construction involved and the techniques required for the proper execution of the Work.
- B. Rejection: Rough carpentry improperly installed will be rejected and shall be replaced at no additional cost to the Port. Framing errors in stress-rated lumber shall not be "repaired" or "remodeled" unless approved by the Engineer.
- C. Workmanship
1. General: Install rough carpentry to produce framing which is level or plumb with joints that are true, tight, and well nailed. Assemble all members in accordance with the approved drawings and appropriate codes.
- D. Preservative Treatment
1. Treatment shall be applied by an organization regularly involved in the pressurized treatment of wood products. No field treatment will be permitted except for trimmed ends and other required field cuts.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. Shoreline excavation, grading, and fill work described in this Section includes excavation, backfill, and placement of riprap rock armoring and gravel berm as indicated on the Drawings and in the Specifications.

1.02 REFERENCE STANDARDS

- A. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only.

WSDOT

M41-10 Standard Specifications for Road, Bridge and Municipal Construction, 2022

1.03 JOB CONDITIONS

A. Review of Site Conditions

- 1. It is the Contractor's responsibility to visit the site and perform any inspection and testing the Contractor deems appropriate, and to examine the Contract Drawings and Technical Specifications to become familiar with the quantity and character of all materials to be excavated.

B. Protection of Existing Facilities

- 1. Excavation will be conducted adjacent to existing upland structures. The Contractor shall exercise care when conducting its operation so as not to damage, undermine, or otherwise disturb existing facilities. Care shall be exercised when excavating not to hit any structures with equipment or to excavate deeper than the depths shown on the Contract Drawings. Any damage to existing structures that is caused by the Contractor's operations, as determined by the Engineer, shall be repaired immediately at no additional expense to the Port.

1.04 SUBMITTALS

A. Excavation, Grading, and Fill Plan:

- 1. Description of proposed construction work sequence, work area isolation method, excavation methods. Proposed measures for avoiding over excavation and damage to adjacent structures and banks, locations and utilization of re-handling areas and other use areas outside of excavation limits. Transport routes; staging and upland material handling area, access corridors from the excavation site to the disposal sites; disposal plan.
- 2. Method of placement for riprap, gravel, and backfill materials.

B. Stone materials: All pertinent stone source and associated test records (stone quality, testing results, gradation, chemical analyses results, and a description of previous use on shore protection structures) from the stone source. Documentation shall include the following:

- 1. Name and location of material source, and name and telephone number of the supplier.
- 2. Laboratory test results completed within the last 12 months

C. Submit copies of trip ticket and receipts for all imported stone (riprap and gravel) materials.

PART 2 PRODUCTS

2.01 RIPRAP

- A. Riprap shall conform to the requirements of WSDOT Section 9-13.4 and conform to the following gradation:

BANK STABILIZATION STONE GRADATION (WSDOT 9-13.4 CLASS A ROCK FOR EROSION AND SCOUR PROTECTION)	
APPROXIMATE SIZE (IN.)¹	PERCENT PASSING (SMALLER)
18	100
16	80-95
12	50-80
8	15-50
4	15 MAX.

2.02 GRAVEL

- A. Gravel shall conform to the requirements of WSDOT Section 9-03.14(1) Gravel Borrow.

2.03 CONTROLLED DENSITY FILL (CDF)

- A. CDF shall conform to the requirements of WSDOT Section 2-09.3(1)E.

2.04 GEOTEXTILE FABRIC

- A. Geotextile fabric shall be pervious, non-woven geotextile for soil separation in accordance with WSDOT section 9-33.1, Table 3.

PART 3 EXECUTION

3.01 WORK LAYOUT

- A. Contractor is responsible for conducting all pre-construction surveying and staking required for laying out the work for the excavation and filling activities. All construction staking work shall be reviewed by Engineer prior to the start of any excavation and fill work activities.
- B. An accurate method of horizontal and vertical control shall be established by the Contractor prior to the start of fill placement work.

3.02 SITE PREPARATION

- A. Immediately prior to placing stone, the area to receive the stone will be inspected by the Engineer, and no material shall be placed until that area has been approved.

3.03 GENERAL EXCAVATION

- A. Excavation
 1. The Contractor shall locate, identify, and protect existing utilities from damage during construction activities. The Contractor shall pre-mark all areas where excavation and grading operations are to occur and shall call the Utility Notification Center (1-800-424-5555 or 811) and the Engineer at least 72 hours prior to the start of construction activities.
 2. Areas to be excavated shall have all deleterious material removed prior to the start of excavation activities. The deleterious material shall be disposed of off-site in a legal manner by the Contractor, at no additional expense to the Port.

3. The Contractor shall be aware that the existing conditions at the Project Site are dynamic and subject to change.
4. All material which does not meet the specified material reuse and stockpiling requirements are the property of the Contractor and shall be disposed of offsite in a legal manner.
5. Excavation work shall be conducted when not inundated with surface water
6. Excavation work shall not occur until the appropriate approved BMPs and Water Quality protection measures have been installed.
7. Excavation and grading work shall be completed to the lines and grades shown on the Contract Drawings.

B. Stability of Excavations

1. Maintain sides and slopes of excavations in a safe condition until completion of backfilling or riprap placement. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
2. The Contractor is responsible for the design and adequacy of all temporary excavation slopes. The Contractor shall comply with all applicable regulations governing temporary excavation slopes, including Occupational Safety and Health Administration (OSHA and WISHA).
3. All excavation which will in any manner affect the bearing capacity of the soil foundation presently supporting retaining walls, pavements, pipe beds, etc. shall be performed so as not to disturb existing soils to remain. Do not undermine or weaken bearing of existing structures foundations, or pavements to remain, except where temporary removal of such bearing is an indicated part of the work, and then only with adequate provision of temporary support and permanent restoration of bearing capacity.

C. Embankment Slope and Structure Protection

1. The Contractor shall take special procedures when conducting work in areas located adjacent to upland slopes.
2. The final slopes shall be formed within a tolerance of one foot. Extreme care must be taken to avoid undercutting and oversteepening the slope. Over-excavation shall be brought to grade with Engineer approved fill material.

3.04 SLOPE EXCAVATION

- A. Excavation and staging work shall be planned and conducted in such a manner as to not destabilize the embankment slopes supporting the existing pier structure. The Contractor is responsible for conducting their own geotechnical assessment and evaluations for their proposed construction work plan to ensure the slopes are not destabilized during construction prior to final completion.
- B. The Contractor shall take special care when performing excavation work within areas located adjacent to pier structure to ensure the work operations do not result in any damage. The Contractor is responsible for repairing any damage to the existing facilities. Slopes shall be excavated starting from the top of slope in a continuous manner as to not result in creating instability of the slopes.

3.05 GRADING

- A. General

1. Uniformly grade areas within limits of the Project, including perimeter transition areas, to achieve finish grade shown on Contract Drawings and merge properly with existing grades to remain.
2. Smooth finished surface within specified tolerances, with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.
3. Grade areas adjacent to structures to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes.

3.06 MONITORING

- A. Water quality monitoring: The Contractor is responsible for monitoring for water quality in accordance with these Technical Specifications and the project permits to ensure the work activities comply with the Washington State Water Quality Standards or other conditions as specified in the ECY Water Quality Certification.

3.07 GEOTEXTILE FABRIC INSTALLATION

- A. The geotextile fabric shall be installed as described below and within the limits shown on the Drawings.
- B. Geotextile fabric shall be kept dry and wrapped such that it is protected from the elements during shipping and storage. At no time shall the geotextile be exposed to ultraviolet (sun) light for a period exceeding seven days. The geotextile fabric shall be labeled in accordance with ASTM D-4873.
- C. The area to receive the geotextile shall be cleared of any debris or obstructions which may damage the geotextile. The geotextile fabric must be placed to cover the footprint shown on the Contract Drawings prior to placement of fill material.
- D. The installed geotextile fabric shall have no tears or punctures. All non-sewn geotextile fabric panel seams shall be overlapped at a minimum distance of 3 feet.
- E. Should the geotextile fabric be torn or punctured, the damaged area shall be repaired by the Contractor to the satisfaction of the Engineer.
- F. The geotextile fabric shall be installed per the manufacturer recommendations.

3.08 RIPRAP PLACEMENT

- A. Riprap shall be delivered to the Project Site for installation by methods that will minimize multiple re-handling of the materials to minimize breakage. Acceptance of stone gradations will be provided by the Engineer based on in-place materials. If excessive breakage occurs so that in-place required gradations are not being provided, the installed stone may be rejected by the Engineer which require the Contractor to remove and replace the installed materials at no cost to the Port.
- B. Stone shall be placed by hand and or by mechanically methods and in such a manner that will produce a well-keyed, tight-fitting mass of stone (with maximum level of stone interlocking) shall be constructed to the lines, grades and thickness shown. Stone shall be placed to its full course thickness in one operation and in such a manner as to avoid displacing the underlying material. Placing stone by a method which may segregate the various sizes or damage the stone or underlying material will not be permitted. The large stones shall be well distributed in the mass of stones. The stone shall be free from objectionable pockets of small stones and clusters of larger stones.
- C. Rearranging of individual stone may be required to the extent necessary to secure the results specified. Any area in the completed maintenance construction which contains objectionable

segregation of stone sizes shall be excavated, removed from the site of the work, and replaced with material conforming with these Technical Specifications.

- D. Placing of stone shall be suspended when adverse conditions will not allow proper placement.
- E. Stone shall be placed within the limits shown on the Contract Drawings. All stone shall be placed by stone grab, excavator bucket with thumb, or by some other method approved by the Engineer that will not drop or cast the stone, but will release the stone in such a manner that they will be properly interlocked with the underlying or adjacent stones to resist displacement by wave action and provide a uniform and compact section.
- F. The Contractor will not be paid for stone placed outside the allowable tolerance. The Contractor shall relocate the unsatisfactorily placed stone within the specified limits.
- G. Placing stone by dumping it at the top of the slope and pushing it down the slope will not be permitted. The desired distribution of the various sizes of stones throughout the mass shall be obtained by selective loading of the material at the quarry or other source, by controlled dumping of successive loads during final placing, or by other methods of placement that will produce the specified results.
- H. Rearranging of individual stones by hand or by mechanical equipment will be required to the extent necessary to obtain a reasonably well-graded distribution of stone sizes as specified above.
- I. The Contractor shall maintain the stone until final acceptance and any material displaced prior to acceptance or due to the Contractor's negligence shall be replaced at his own expense and to the lines and grades shown on the Contract Drawings.
- J. Smaller stone shall be utilized to "chink" the voids of the structure.
- K. Placement of stone shall start at the toe of the structure and progress up the slope, diagonally across the face of the structure. Stone shall be placed to the full layer thickness before advancing upwards.
- L. Stones shall be placed such that at least three sides of the placed stone are in contact with the adjacent in-place stones. Loose and unstable stones shall be reset by picking the stone up off the slope and twisting and rolling it back into its required position or be replaced with a different stone to ensure sufficient stability.

3.09 TOLERANCES

A. VERTICAL

- 1. Structure Construction: A tolerance of plus 3 inches or minus 3 inches from the surface plane of the stone layer shown will be allowed. Either extreme of such tolerance shall not be continuous over an area greater than 200 square feet. The tolerance limit will be determined on the basis of the average surface elevation within 10 square feet. The stone surface shall be shaped with plating equipment or bucketing in order to achieve a uniform surface with no stones protruding more than 6-inches from the average surface area.

B. HORIZONTAL

- 1. The horizontal location tolerance of the stone structures, as measured along the centerline will be 1 foot laterally over the length of the structure, in accordance with the Contract Drawings.

3.10 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 be solely

responsible for its removal from the waterway. 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.

- B. In the event that fill material is placed outside the limits shown on the Contract Drawings, the Contractor shall be responsible for retrieval of the material. The Contractor shall be responsible for costs associated with damage caused by material placement outside of the limits shown on the Contract Drawings, as well as costs associated with the procurement of alternate material.
- C. Should the Contractor refuse, neglect, or delay compliance with this requirement, such obstructions may be removed by the Port, and the expense charged to the Contractor, or recovered from the bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without his fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of 3 March 1899 (33 U.S.C. 410 et seq.).

3.11 INSPECTIONS

A. During Construction:

- 1. Slope lines, grades, and placement of fill will be inspected by the Engineer and placed material may be tested for gradation by the Engineer. The Engineer will perform inspection of the material prior to material placement. However, this inspection does not relieve the Contractor from performing the in-place inspection. The Engineer will also review the results of quality control surveys. The Engineer may conduct independent surveys which the Contractor shall provide access and time to complete prior to placement of subsequent material types.

B. Final Inspection:

- 1. Upon completion of the work, the Engineer will perform a post-construction survey of the areas designated for fill to determine acceptance of the work and verify approximate volumes of stone placed based on truck trip tickets. The Contractor shall not demobilize any construction equipment from the site until approval has been given by the Engineer.

END OF SECTION

APPENDIX A
PORT OF TACOMA
CONSTRUCTION SWPPP
SHORT FORM

CONSTRUCTION SWPPP SHORT FORM

The threshold for using the Port of Tacoma’s (Port) short form is a project that proposes to clear or disturb less than one acre of land. Projects falling within this threshold may use this short form instead of preparing a professionally designed Construction Stormwater Pollution Prevention Plan (SWPPP). If project disturbance quantities exceed this threshold, you must prepare of formal Construction SWPPP as part of your submittal package. If your project is within the threshold and includes—or may affect—a critical area, please contact the Port to determine if the SWPPP short form may be used.

CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN SHORT FORM

Project Name:

Address:

Contact/Owner:

Phone:

Erosion Control Supervisor:

Phone:

Cell:

Pager:

Emergency (After hours) Contact:

Phone:

Permit No.:

Parcel No.:

Required Submittals

A Construction SWPPP consists of both a project narrative and a site plan. The project narrative describes existing conditions on the site, the proposed conditions, and how construction site runoff will be managed until final site stabilization is achieved. Any additional relevant information should be included in the project narrative. All Best Management Practices (BMPs) that will be utilized onsite must be included as part of the project narrative and provided (electronically or hard copy) as part of the submittal package. If additional BMPs beyond those included in the Washington Department of Ecology's (Ecology) Western Washington Stormwater Management Manual (Ecology SWMM) or the City of Tacoma's (City) Stormwater Management Manual (City SWMM) are proposed to be used, a narrative and appropriate details describing the BMP (its function, installation method, and maintenance activities) will be required.

The site plan is a drawing which shows the location of the proposed BMPs to control erosion and sedimentation during and after construction activities.

The City's govMe site (<http://www.govme.org>.) may be used to find much of the information needed to complete this form, such as adjacent areas, topography, critical areas, the downstream drainage path, and information concerning onsite features.

PROJECT NARRATIVE

The Construction SWPPP Short Form narrative must be completed at part of the submittal package. Any information described, as part of the narrative, should also be shown on the site plan.

Note: From October 1 through April 30, clearing, grading, and other soil disturbing activities shall only be permitted by special authorization from the Port.

A. Project Description (Check all that apply)

- New Structure Building Addition Grading/Excavation
 Paving Utilities Other:

1. Total project area _____ (square feet)
2. Total proposed impervious area _____ (square feet)
3. Total existing impervious area _____ (square feet)
4. Total proposed area to be disturbed _____ (square feet)
5. Total volume of cut/fill _____ (cubic yards)

Additional Project Information:

B. Existing Site Conditions (Check all that apply)

1. Describe the existing vegetation on the site. (Check all that apply)

Forest Pasture/field grass Pavement Landscaping Brush
 Trees Other:
2. Describe how surface water (stormwater) drainage flows across/from the site. (Check all that apply)

Sheet Flow Gutter Catch Basin Ditch/Swale Storm Sewer
 Stream Other:
3. Describe any unusual site condition(s) or other features of note.

Steep Grades Large depression Underground tanks Springs
 Easements Existing structures Existing utilities Other:

C. Adjacent Areas (Check all that apply)

1. Check any/all adjacent areas that may be affected by site disturbance and fully describe below in item 2:

Streams* Lakes* Wetlands* Steep slopes*
 Residential Areas Roads Ditches, pipes, culverts Other:

** If the site is on or adjacent to a critical area (e.g., waterbody), the Port may require additional information, engineering, and other permits to be submitted with this short form.*

2. Describe how and where surface water enters the site from properties located upstream:

3. Describe the downstream drainage path from the site to the receiving body of water (minimum distance of 0.25 mile [1320 feet]). (E.g., water flows from the site into a curb-line, then to a catch basin at the intersection of X and Y streets. A 10-inch pipe system conveys water another 1000 feet to a wetland.) Include information on the condition of the drainage structures.

D. Soils (Check all that apply)

The intent of this section is to identify when additional soils information may be required for applicants using this short form. There are other site-specific issues that may necessitate a soils investigation or more extensive erosion control practices. The Port will determine these situations on a case-by-case basis as part of their review.

1. Does the project propose infiltration? Infiltration systems require prior Port approval.

Yes No

2. Does the project propose construction on or near steep slopes (15% or greater)?

Yes No

If infiltration is proposed for the site or steep slopes (15% or greater) have been identified, the Port will require soils information as part of project design. The applicant must contact a soil professional or civil engineer that specializes in soil analysis and perform an in-depth soils investigation. If the Yes box is checked for either question, the Port may not permit the use of this short form.

E. Construction Sequencing/Phasing

1. Construction sequence: the standard construction sequence is as follows:
 - Mark clearing/grading limits.
 - Install initial erosion control Best Management Practices (BMPs) (e.g., construction entrance, silt fence, catch basin inserts, etc.).
 - Clear, grade, and fill project site as outlined in the site plan while implementing and maintaining proper temporary erosion and sediment control BMPs simultaneously.
 - Install permanent erosion protection as described in the specifications (e.g., impervious surfaces, landscaping, etc.).
 - Remove temporary erosion control methods as permitted. Do not remove temporary erosion control until permanent erosion protection is fully established.

List any changes from the standard construction sequence outlined above:

2. Construction phasing: if construction is going to occur in separate phases, please describe:

F. Construction Schedule

1. Provide a proposed construction schedule (dates construction starts and ends, and dates for any construction phasing.)

Start Date:

End Date:

Interim Phasing Dates:

Wet Season Construction Activities: Wet season occurs from October 1 to April 30. Please describe construction activities that will occur during this time period.

Note: Additional erosion control methods may be required during periods of increased surface water runoff.

2. Site plan

A site plan, to scale, must be included with this checklist that shows the following items:

- a. Address, Parcel Number, Permit Number, and Street Names
- b. North Arrow
- c. Indicate boundaries of existing vegetation (e.g., tree lines, grassy areas, pasture areas, fields, etc.)
- d. Identify any onsite or adjacent critical areas and associated buffers (e.g., wetlands, steep slopes, streams, etc.).
- e. Identify any FEMA base flood boundaries and Shoreline Management boundaries.
- f. Show existing and proposed contours.
- g. Delineate areas that are to be cleared and/or graded.
- h. Show all cut and fill slopes, indicating top and bottom of slope catch lines.
- i. Show locations where upstream run-on enters the site and locations where runoff leaves the site.
- j. Indicate existing surface water flow direction(s).
- k. Label final grade contour and indicate proposed surface water flow direction and surface water conveyance systems (e.g., pipes, catch basins, ditches, etc.).
- l. Show grades, dimensions, and direction of flow in all (existing and proposed) ditches, swales, culverts, and pipes.
- m. Indicate locations and outlets of any dewatering systems (usually to sediment trap).
- n. Identify and locate all erosion control methods to be used during and after construction.

ONSITE FIELD VERIFICATION OF ACTUAL CONDITIONS IS REQUIRED.

Figure 1. (see page 5 for Site Plan requirements)

GUIDELINES FOR EROSION CONTROL ELEMENTS

This SWPPP must contain the 12 required elements, as required by Ecology. Check off each element as it is addressed in the SWPPP short form and/or on your site plan.

- 1. Mark Clearing Limits
- 2. Establish Construction Access
- 3. Control Flow Rates
- 4. Install Sediment Controls
- 5. Stabilize Soils
- 6. Protect Slopes
- 7. Protect Drain Inlets
- 8. Stabilize Channels and Outlets
- 9. Control Pollutants
- 10. Control Dewatering
- 11. Maintain BMPs
- 12. Manage the Project

The following is a brief description of each of the 12 required elements of a SWPPP. If an element does not apply to the proposed project site, please describe why the element does not apply. Applicable BMPs are listed with each element and in Table 1. Please note that this list is not a comprehensive list of BMPs available for small construction projects, but erosion and sediment control techniques most pertinent to small construction sites are included here. More detailed information on construction BMPs can be found in Ecology's SWMM Volume II and the City's SWMM Volume II (Ecology 2019; City of Tacoma 2016). Please provide hard copies of the BMPs that will be used for the project and include as part of this Construction SWPPP. BMPs that may be used if needed can be noted as being contingent in the event additional erosion control is needed. Describe any additional BMPs that will be utilized onsite and add them to the SWPPP short form.

For phased construction projects, clearly indicate erosion control methods to be used for each phase of construction.

Element #1 – Mark Clearing Limits

All construction projects must clearly mark any clearing limits, sensitive areas and their buffers prior to beginning any land disturbing activities, including clearing and grading. Clearly mark the limits both in the field and on the site plans. Limits shall be marked in such a way that any trees or vegetation that is to remain will not be harmed.

Applicable BMPs include:

- BMP C101: Preserving Natural Vegetation
- BMP C102: Buffer Zones
- BMP C103: High Visibility Plastic or Metal Fence
- BMP C104: Stake and Wire Fence

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #2 – Establish Construction Access

All construction projects subject to vehicular traffic shall provide a means of preventing vehicle “tracking” soil from the site onto streets or neighboring properties. Limit vehicle traffic on- and off-site to one route if possible. All access points shall be stabilized with a rock pad construction entrance or other Port-approved BMP. The applicant should consider placing the entrance in the area for future driveway(s), as it may be possible to use the rock as a driveway base material. The entrance(s) must be inspected weekly, at a minimum, to ensure no excess sediment buildup or missing rock.

Applicable BMPs include:

- BMP C105: Stabilized Construction Entrance
- BMP C106: Wheel Wash
- BMP C107: Construction Road/Parking Area Stabilization

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #3 – Control Flow Rates

Protect properties and waterways downstream of the project site from erosion due to increases in volume, velocity, and peak flow of stormwater runoff from the project site.

Permanent infiltration facilities shall not be used for flow control during construction unless specifically approved by the Environmental Department. Sediment traps can provide flow control for small sites by allowing water to pool and allowing sediment to settle out of the water.

Applicable BMPs include:

- BMP C207: Check Dams
- BMP C240: Sediment Trap

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element 4 – Install Sediment Controls

Surface water runoff from disturbed areas must pass through an appropriate sediment removal device prior to leaving a construction site or discharging into a waterbody. Sediment barriers are typically used to slow stormwater sheet flow and allow the sediment to settle out behind the barrier.

Sediment controls must be installed/constructed prior to site grading.

Applicable BMPs include:

- BMP C208: Triangular Silt Dike
- BMP C232: Gravel Filter Berm
- BMP C233: Silt Fence
- BMP C235: Straw Wattles

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #5 – Stabilize Soils

Stabilize exposed and unworked soils by applying BMPs that protect the soils from raindrop impact, flowing water, and wind.

From October 1 through April 30, no soils shall remain exposed or unworked for more than 2 days. From May 1 to September 30, no soils shall remain exposed or unworked for more than 7 days. This applies to all soils whether at final grade or not.

Applicable BMPs include:

- BMP C120: Temporary and Permanent Seeding
- BMP C121: Mulching
- BMP C122: Nets and Blankets
- BMP C123: Plastic Covering
- BMP C140: Dust Control

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #6 – Protect Slopes

Protect slopes by diverting water at the top of the slope. Reduce slope velocities by minimizing the continuous length of the slope.

Applicable BMPs include:

- BMP C200: Interceptor Dike and Swale
- BMP C204: Pipe Slope Drains
- BMP C207: Check Dams

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #7 – Protect Drain Inlets

All operable storm drain inlets must be protected during construction so that stormwater runoff does not enter the conveyance system without first being filtered or treated to remove sediment. Install catch basin protection on all catch basins within 500 feet downstream of the project.

Applicable BMPs include:

- BMP C220: Storm Drain Inlet Protection

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #8 – Stabilize Channels and Outlets

Stabilize all temporary onsite conveyance channels. Provide stabilization to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches at the conveyance system outlets.

Applicable BMPs include:

- BMP C202: Channel Lining
- BMP C209: Outlet Protection

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #9 – Control Pollutants

Handle and dispose of all pollutants, including demolition debris and other solid wastes in a manner that does not cause stormwater contamination. Provide cover and containment for all chemicals, liquid products (including paint), petroleum products, and other materials. Handle all concrete and concrete waste appropriately.

Applicable BMPs include:

- BMP C150: Materials on Hand
- BMP C151: Concrete Handling
- BMP C152: Sawcutting and Surface Pollution Prevention
- BMP C153: Material Delivery, Storage and Containment

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #10 – Control Dewatering

Clean, non-turbid dewatering water, such as groundwater, can be discharged to the stormwater system provided the dewatering flow does not cause erosion or flooding of receiving waters. All other dewatering water shall be pumped to a settling container and taken offsite or discharged to the City sewer system. All discharges to the City sewer system require City approval, which may include a Special Approved Discharge (SAD) permit.

Applicable BMPs include:

- BMP C150: Materials on Hand

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #11 – Maintain BMPs

Maintain and repair temporary erosion and sediment control BMPs as needed. Inspect all BMPs at least weekly and after every storm event.

Remove all temporary erosion and sediment control BMPs within 30 days after final site stabilization or if the BMP is no longer needed. Any sediment trapped during construction activities should be removed or stabilized onsite. No sediment shall be discharged into the stormwater drainage system or any natural conveyance system (e.g., streams).

Applicable BMPs include:

- BMP C160: Certified Erosion and Sediment Control Lead

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Element #12 – Manage the Project

Phase development projects to prevent soil erosion and the transport of sediment from the project site during construction. Coordinate all work prior initial construction with subcontractors and other utilities to ensure no areas are worked prematurely.\

A designated erosion and sediment control person is required for all construction projects. This person is responsible for ensuring that the project’s erosion and sediment control BMPs are appropriate for the site and are functioning properly. They are also responsible for updating the

SWPPP as necessary as site conditions warrant. They must be available 24 hours a day to ensure compliance.

Applicable BMPs include:

- BMP C160: Certified Erosion and Sediment Control Lead
- BMP C162: Scheduling
- BMP C180: Small Project Construction Stormwater Pollution Prevention

The BMP(s) being proposed to meet this element are:

OR

This element is not required for this project because:

Table 1. Applicable BMPs for the 12 Elements of a SWPPP

Element #1 – Mark Clearing Limits		
BMP C101	Preserving Natural Vegetation	
BMP C102	Buffer Zones	
BMP C103	High Visibility Plastic and Wire Fence	
BMP C104	Stake and Wire Fence	
Element #2 – Establish Construction Entrance		
BMP C105	Stabilized Construction Entrance	
BMP C106	Wheel Wash	
BMP C107	Construction Road/Parking Area Stabilization	
Element #3 – Control Flow Rates		
BMP C207	Check Dams	
BMP C240	Sediment Trap	
Element #4 – Install Sediment Controls		
BMP C208	Triangular Silt Trap	
BMP C232	Gravel Filter Berm	
BMP C233	Silt Fence	
BMP C235	Straw Wattles	
Element #5 – Stabilize Soils		
BMP C120	Temporary and Permanent Seeding	
BMP C121	Mulching	
BMP C122	Nets and Blankets	
BMP C123	Plastic Covering	
BMP C140	Dust Control	
Element #6 – Protect Slopes		
BMP C200	Interceptor Dike and Swale	
BMP C204	Pipe Slope Drains	
BMP C207	Check Dams	
Element #7 – Protect Drain Inlets		
BMP C220	Storm Drain Inlet Protection	
Element #8 – Stabilize Channels and Outlets		
BMP C202	Channel Lining	
BMP C209	Outlet Protection	
Element #9 – Control Pollutants		
BMP C150	Materials on Hand	

Element #9 – Control Pollutants, cont.		
BMP C151	Concrete Handling	
BMP C152	Sawcutting and Surfacing Pollution Prevention	
BMP C153	Materials, Delivery, Storage and Containment	
Element #10 – Control Dewatering		
BMP C150	Materials on Hand	
Element #11 – Maintain BMPs		
BMP C160	Certified Erosion and Sediment Control Lead	
Element #12 – Manage the Project		
BMP C160	Certified Erosion and Sediment Control Lead	
BMP C162	Scheduling	
BMP C180	Small Project Construction Stormwater Pollution Prevention	

REFERENCES

City of Tacoma. 2016. Stormwater Management Manual 2016 Edition. Public Works/ Environmental Services, Maintenance Division, Tacoma, Washington.

Washington State Department of Ecology (Ecology). 2019. Stormwater Management Manual for Western Washington. Water Quality Program, Lacey, Washington.

APPENDIX B

PERMIT PACKAGE

APPENDIX B.1
NWS-2022-689
(Section 10 and
Section 404)

DEPARTMENT OF THE ARMY PERMIT

Permittee: Tacoma, Port of

Permit No: NWS-2022-6899

Issuing Office: Seattle District

Mr. Stanley Sasser
1 Sitcum Way
Tacoma, Washington 98401

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Excavation and placement of fill to repair and improve previously installed bank stabilization measures (armoring) to stabilize 60.5 linear feet (1,030 square feet) of bank beneath the existing Pony Dock pier apron (in accordance with the plans and drawings dated June 14, 2022 attached hereto which are incorporated in and made a part of this permit). The purpose of the project is to stabilize the shoreline at an existing dock to maintain safe use.

Project Location: In the Hylebos Waterway at Tacoma, Pierce County, Washington.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on ____August 16, 2027____. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in accordance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification to this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification (Order Number: 22147, dated September 1, 2023) is attached if it contains such conditions.
6. If a conditioned Coastal Zone Management consistency determination has been issued for your project, you must comply with the conditions specified in the determination as special conditions to this permit. For your convenience, a copy of the decision dated September 5, 2023, is attached if it contains such conditions.
7. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your

permit.

8. After a detailed and careful review of all the conditions contained in this permit, the permittee acknowledges that, although said conditions were required by the Corps, nonetheless the permittee agreed to those conditions voluntarily to facilitate issuance of the permit; the permittee will comply fully with all the terms of all the permit conditions.

Special Conditions:

a. You shall provide a copy of the permit transmittal letter, permit form, and permit drawings to all contractors and other staff involved in the authorized work.

b. If future operations by the United States require the removal, relocation, or other alteration of the work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, you will be required, upon due notice from the U. S Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

c. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

d. The authorized work shall not interfere with the public's right to free navigation on navigable waters of the U.S.

e. All construction debris shall be properly disposed of on uplands in such a manner that it cannot enter into the waterway or cause water quality degradation.

f. By accepting this permit, the permittee agrees to accept such potential liability for response costs, response activity and natural resource damages as the permittee would have under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (CERCLA) or the Model Toxics Control Act, R.C.W. 70.105 (MTCA) absent the issuance of this permit. Further, the permittee agrees that this permit does not provide the permittee with any defense from liability under the CERCLA or the MTCA. Additionally, the permittee shall be financially responsible for any incremental response costs attributable under CERCLA or MTCA to the permittee's activities under this permit.

g. In order to meet the requirements of the Endangered Species Act (ESA) and the Magnuson Stevens Fishery Conservation and Management Act (MSA), you must implement and abide by the applicable terms and conditions to implement the reasonable and prudent measures that are associated with "incidental take" and the applicable Essential Fish Habitat Conservation Recommendations as set forth in the Salish Sea Nearshore Programmatic (SSNP) Biological Opinion (BO) (National Marine Fisheries Service (NMFS) Reference Number WCRO-2019-04086) dated June 29, 2022 and U.S. Fish and Wildlife Service (USFWS) Reference Number FWS/R1/2022-0048454 dated July 29, 2022). The specific General Construction Measures, Project Design Criteria, Essential Fish Habitat Conservation Measures, and monitoring and/or reporting requirements applicable to this permit are identified in the enclosed Notification Summary Sheet dated 26 March 2024 (NMFS Reference Number WCRO-2019-04086-7057; USFWS Reference Number 2022-0048454-S7-015). The BO is available on the U.S. Army Corps of Engineers (Corps) website (<https://www.nws.usace.army.mil/Missions/Civil-Works/Regulatory/Permit-Guidebook/Endangered-Species/>). You must provide the Corps and NMFS the information requested in the enclosed Notification Summary Sheet. All information must prominently display the reference number NWS-2022-689-WRD. Failure to comply with these requirements constitutes non-compliance with the ESA and your Corps permit. The NMFS and USFWS is the appropriate authority to determine compliance

with the terms and conditions of their BO and with the ESA. If you cannot comply with the terms and conditions of this programmatic consultation, you must, prior to commencing construction, contact the Corps, Seattle District, Regulatory Branch for an individual consultation in accordance with the requirements of the ESA and/or the MSA.

h. To meet the requirements of the Endangered Species Act, the authorized in-water activities may be conducted from July 16 through February 15 in any year this permit is valid. The in-water activities authorized by this permit may not be conducted from February 16 through July 15 in any year.

i. You shall implement and abide by the mitigation plan titled, "Port of Tacoma Pony Dock Maintenance Project: WDFW Mitigation Plan," dated 26 January 2023. Mitigation shall be constructed before or concurrent with the work authorized by the permit.

j. To ensure the project results in a net increase in aquatic resource functions and services, an as-built report and drawings shall be submitted within 60 of debris removal completion. The report must include details of the removal, a description of the location(s) where the fill was legally disposed of, before and after photographs of the debris removal area, and dump receipts to confirm that the applicant proposed mitigation was performed. The as-built report must prominently display the reference number NWS-2022-689-WRD and must be submitted electronically to the Corps at NWS.Compliance@usace.army.mil, to the National Marine Fisheries Service at wcr@noaa.gov, and to the U. S. Fish and Wildlife Service at SSNP_WA@fws.gov.

Further Information:

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:

- Section 10 of the Rivers and Harbor Act of 1899 (33 United States Code (U.S.C.) 403).
- Section 404 of the Clean Water Act (33 U.S.C. 1344).
- Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C 1413).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, State, or local authorization required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of the permit.
- b. The information provided by you in support of your application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 Code of Federal Regulations (CFR), Part 325.7 or enforcement procedures such as those contained in 33 CFR, Parts 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR, Part 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Stanley H. Sasser

Port of Tacoma

08/16/2024

(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Kathryn P. Sanborn

AUGUST 16, 2024

For Kathryn P. Sanborn, PhD, PE, PMP
Colonel, Corps of Engineers
District Commander

(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

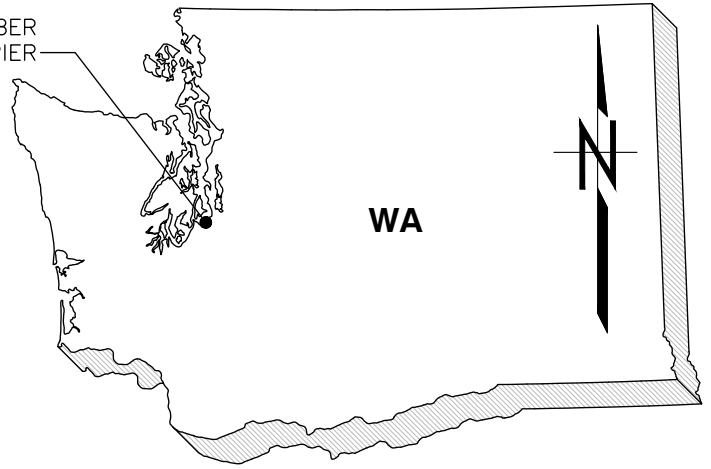
(TRANSFEEE)

(DATE)

TIDAL DATUM:
 BASED ON NOAA VDATUM VER 4.21, IN
 US FEET. HTL/OHW DELINEATED USING
 USACE & WDFW GUIDANCE.

LEVELS:
 MHHW: +11.78' MHW: +10.90'
 MLW: 2.84' MLLW: +0.00'
 HTL (10-YR PREDICTED AVG): 13.50'
 OHW (DELINEATED): 13.50'

PONY LUMBER
 PIER



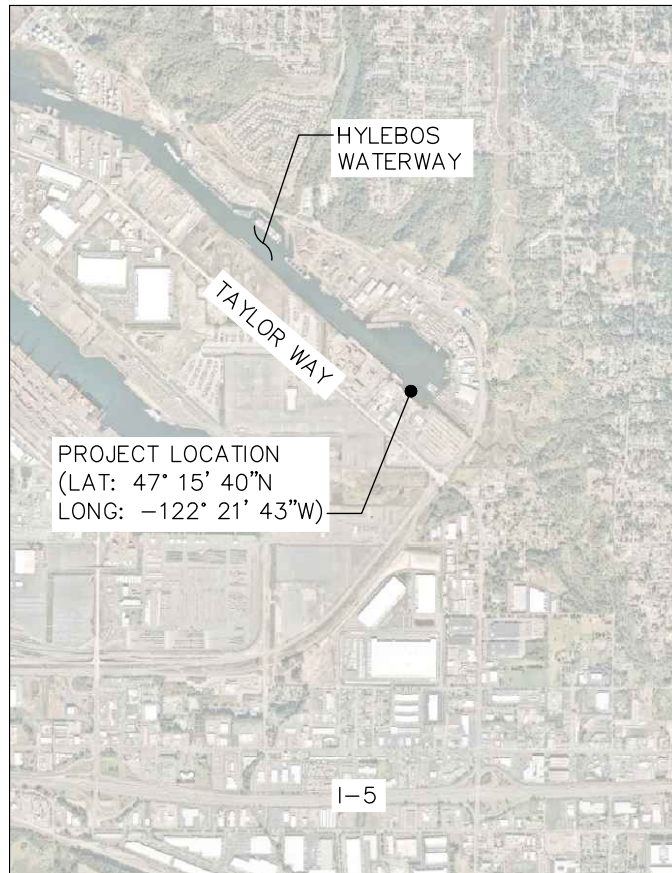
DIRECTIONS TO SITE FROM SEATTLE:

1. TAKE I-5 S TO WA-99 N/54TH AVE E.
2. TAKE EXIT 137 FROM I-5 S.
3. CONTINUE ON 54TH AVE E TO TAYLOR WAY E.
4. ARRIVE AT 3701 TAYLOR WAY.

MILES
 ~28.4

~1.2

VICINITY MAP
 SCALE: NTS



PROJECT LOCATION
 (LAT: 47° 15' 40"N
 LONG: -122° 21' 43"W)

LOCATION MAP
 SCALE: NTS

NWS-2022-689-WRD

File: Q:\SEA\10909-09\20 CADD\Active\JARPA\1090909_JARPA-CoverSheet

USACE REFERENCE # NWS-2022-689
ADJACENT PROPERTY OWNERS:
 1) PORT OF TACOMA

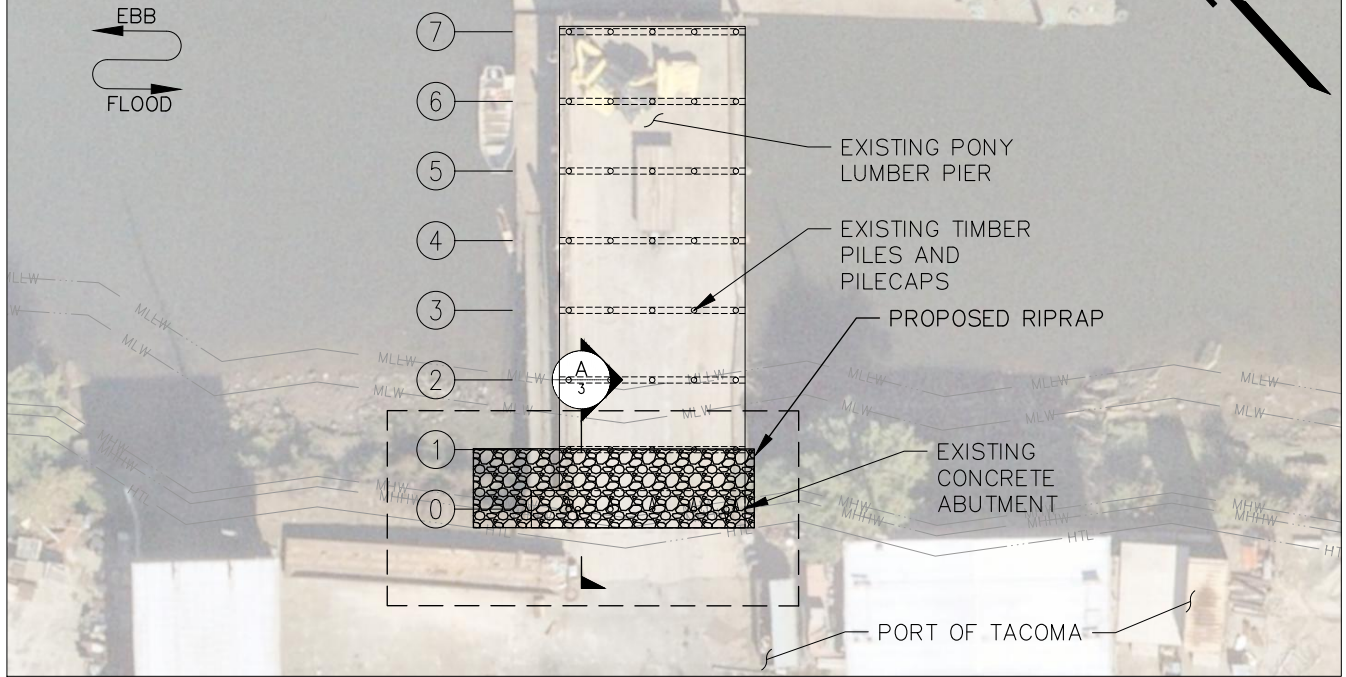
APPLICANT: PORT OF TACOMA

LOCATION ADDRESS: 3701 TAYLOR WAY
 TACOMA, WA 98421

PROPOSED PROJECT: PONY DOCK
 REPAIRS

IN: HYLEBOS WATERWAY
 DATUM: MLLW = 0.0'
 SEC: 36 T: 21 N R: 3 E
 COUNTY: PIERCE STATE: WA
 SHEET: 1 OF 3 DATE: JUNE 14, 2022

HYLEBOS WATERWAY



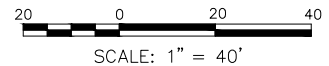
SITE PLAN
SCALE: 1"=40'

LEGEND:

HIGH TIDE LINE	----	HTL
MEAN HIGHER HIGH WATER	-----	MHHW
MEAN HIGH WATER	-----	MHW
MEAN LOW WATER	-----	MLW
MEAN LOWER LOW WATER	-----	MLLW
LIMIT OF WORK	----	
PROPOSED RIPRAP		



EXISTING CONDITIONS
SCALE: NTS



TIDAL DATUM:
BASED ON NOAA VDATUM VER 4.21, IN US FEET. HTL/OHW DELINEATED USING USACE & WDFW GUIDANCE.

LEVELS:
MHHW: +11.78' MHW: +10.90'
MLW: 2.84' MLLW: +0.00'
HTL (10-YR PREDICTED AVG): 13.50'
OHW (DELINEATED): 13.50'

NWS-2022-689-WRD

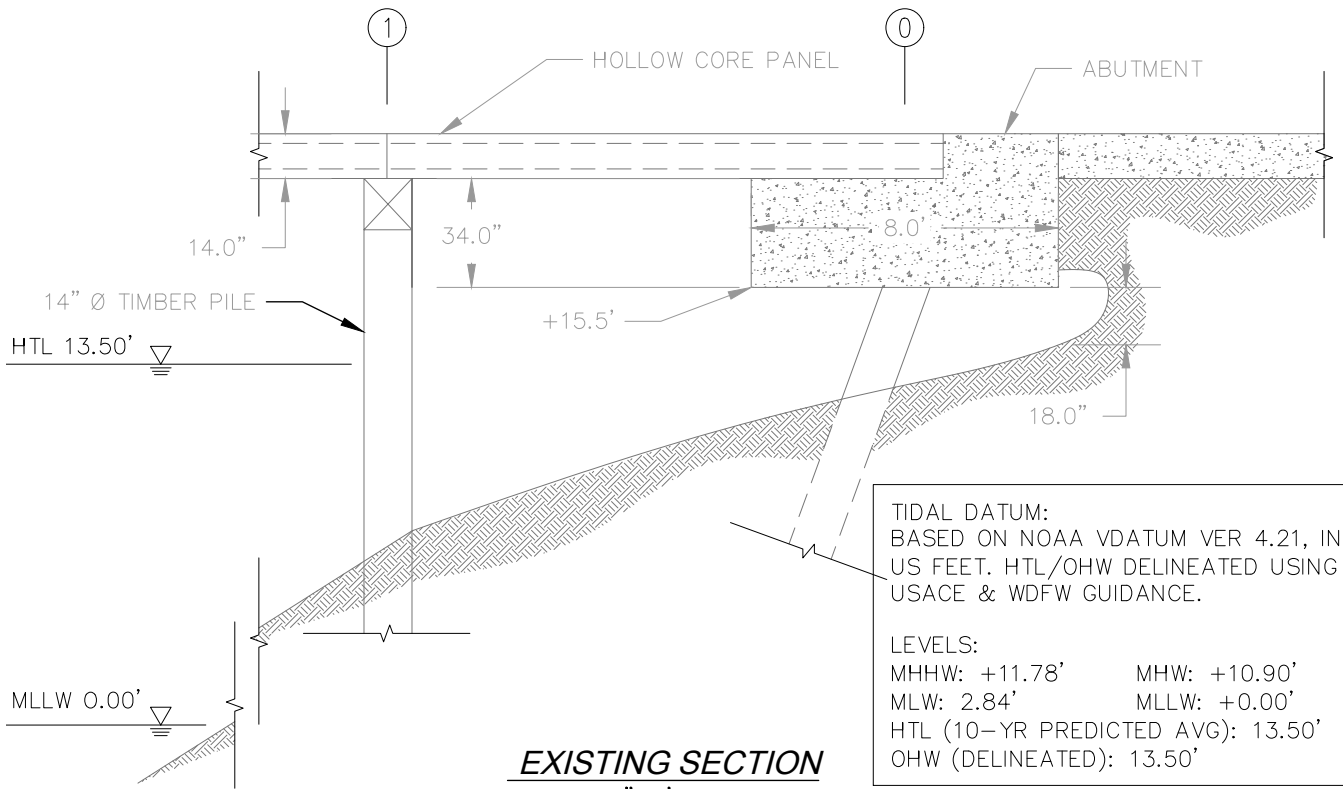
USACE REFERENCE # NWS-2022-689
ADJACENT PROPERTY OWNERS:
1) PORT OF TACOMA

APPLICANT: PORT OF TACOMA

LOCATION ADDRESS: 3701 TAYLOR WAY
TACOMA, WA 98421

PROPOSED PROJECT: PONY DOCK
REPAIRS

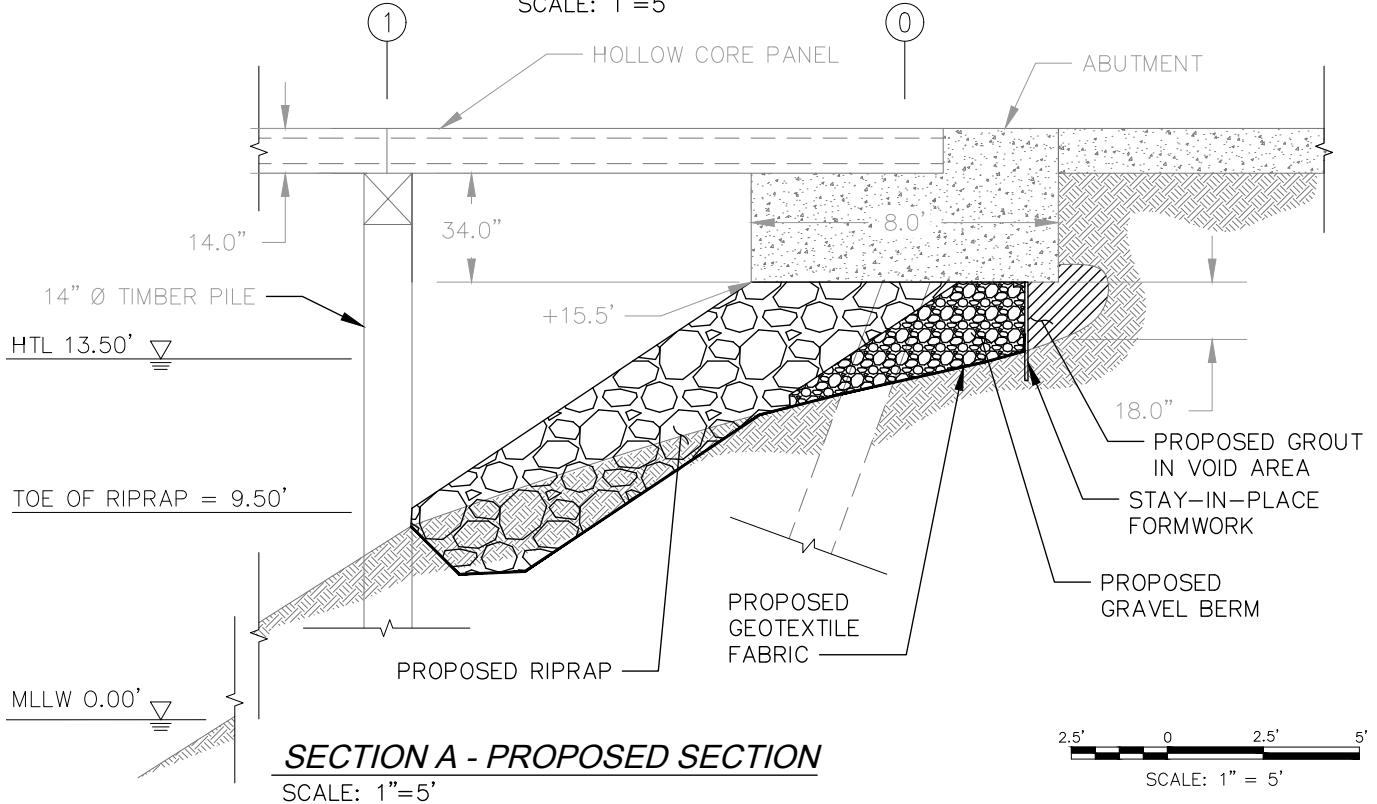
IN: HYLEBOS WATERWAY
DATUM: MLLW = 0.0'
SEC: 36 T: 21 N R: 3 E
COUNTY: PIERCE STATE: WA
SHEET: 2 OF 3 DATE: JUNE 21, 2022



TIDAL DATUM:
 BASED ON NOAA VDATUM VER 4.21, IN
 US FEET. HTL/OHW DELINEATED USING
 USACE & WDFW GUIDANCE.

LEVELS:
 MHHW: +11.78' MHW: +10.90'
 MLW: 2.84' MLLW: +0.00'
 HTL (10-YR PREDICTED AVG): 13.50'
 OHW (DELINEATED): 13.50'

EXISTING SECTION
 SCALE: 1"=5'



SECTION A - PROPOSED SECTION
 SCALE: 1"=5'

MAXIMUM RIPRAP AREA	APPROX RIPRAP VOLUME	APPROX RIPRAP VOL ABOVE HTL	APPROX RIPRAP VOL BELOW HTL	APPROX GRAVEL VOLUME	APPROX GRAVEL VOL ABOVE HTL	APPROX GRAVEL VOL BELOW HTL	APPROX GROUT VOLUME	APPROX GROUT VOL ABOVE HTL	APPROX GROUT VOL BELOW HTL
1,030 SF	95 CY	47 CY	48 CY	5 CY	3 CY	2 CY	12 CY	12 CY	0 CY

NWS-2022-689-WRD

File: Q:\SEA\10909-09\20 CADD\Active\JARPA\1090909_JARPA-ELEVATION

USACE REFERENCE # NWS-2022-689 ADJACENT PROPERTY OWNERS: 1) PORT OF TACOMA	APPLICANT: PORT OF TACOMA LOCATION ADDRESS: 3701 TAYLOR WAY TACOMA, WA 98421	PROPOSED PROJECT: PONY DOCK REPAIRS IN: HYLEBOS WATERWAY DATUM: MLLW = 0.0' SEC: 36 T: 21 N R: 3 E COUNTY: PIERCE STATE: WA SHEET: 3 OF 3 DATE: JUNE 14, 2022
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APPENDIX B.2
Coastal Zone
Management Act
Consistency
Determination



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

September 5, 2023

Port of Tacoma
ATTN: Stanley Sasser
1 Sitcum Way
Tacoma WA 98401

Re: Coastal Zone Management Federal Consistency Decision for Port of Tacoma Pony Dock Repairs (Corps No. NWS-2022-689), Hylebos Waterway, Tacoma, Pierce County, Washington

Dear Stanley Sasser:

On May 4, 2023, 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 dock maintenance with a bank stabilization and a debris removal mitigation component. The bulkhead will be stabilized with grout installed behind a gravel and riprap slope. These improvements would be located at 3701 Taylor Way, Tacoma, on the Hylebos Waterway, in Pierce County, 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://elaho.wa.gov/> or call: 360-664-9160.

Service on Ecology

Street Addresses:

Department of Ecology
Attn: Appeals Processing Desk
300 Desmond Drive SE
Lacey, WA 98503

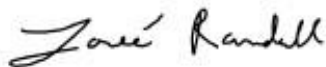
Mailing Addresses:

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

E-Mail Address:

ecologyappeals@ecy.wa.gov

Sincerely,



Loree' Randall, Section Manager
Federal Permitting Section
Shorelands and Environmental Assistance Program

Sent via e-mail: ssasser@portoftacoma.com

Corps No. NWS-2022-689, Aquatics ID No. 141760

Port of Tacoma Pony Dock Repairs

September 5, 2023

Page 3 of 3

E-cc: Jacalen Printz, U.S. Army Corps of Engineers

Sasha Ertl, Grette Associates LLC

Laura Inouye, Ecology

fedconsistency@ecy.wa.gov

APPENDIX B.3
WATER QUALITY
CERTIFICATION ORDER
NO. 22147



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

September 1, 2023

Port of Tacoma
Attn: Stanley Sasser
1 Sitcum Way
Tacoma WA 98401

Re: Water Quality Certification Order No. **22147** (Corps No. **NWS-2022-689**), Port of Tacoma, Pony Dock Repairs, located within Hylebos Waterway, Tacoma, Pierce County, Washington

Dear Stanley Sasser:

On March 21, 2023, 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, Pony Dock Repairs, Pierce County, Washington.

On behalf of the state of Washington, the Department of Ecology certifies 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,

Loree' Randall, Section Manager
Federal Permitting Section
Shorelands and Environmental Assistance Program

WQC Order No. 22147, Corps No. NWS-2022-689

Aquatics ID No. 141760

September 1, 2023

Page 2 of 2

Enclosure (2)

By certified mail: 9489 0090 0027 6383 6852 43

Sent via e-mail: ssasser@portoftacoma.com

E-cc: Jacalen Printz, U.S. Army Corps of Engineers

Sasha Ertl, Grette Associates LLC

Laura Inouye, Ecology

ECYREFEDPERMITS@ecy.wa.gov

In The Matter of Granting a Water Quality
Certification 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: Stanley Sesser
1 Sitcum Way
Tacoma, WA 98401

WQC Order No.	22147
Corps Reference No.	NWS-2022-689
Site Location	Port of Tacoma Pony Dock Repair project, located within Hylebos Waterway, Tacoma, Pierce County, Washington.

The Port of Tacoma submitted a request for a Section 401 Water Quality Certification (WQC) under the federal Clean Water Act to the Department of Ecology (Ecology) for the Port of Tacoma Pony Dock Repair, Pierce County, Washington. The following processing dates are listed below:

- On June 21, 2022, the Port of Tacoma submitted a pre-filing meeting request.
- On March 21, 2023, Ecology received a request for Clean Water Section 401 Water Quality Certification.
- On May 3, 2023, the U.S. Army Corps of Engineers (Corps) and Ecology issued a joint public notice for the project.

The project proposes to conduct dock maintenance with a bank stabilization and a debris removal mitigation component. The bulkhead will be stabilized with grout installed behind a gravel and riprap slope.

The project site is located at 3701 Taylor Way, Tacoma, on the Hylebos Waterway, in Pierce County, Washington, Section 36SE., Township 21N., Range 03E., within Water Resource Inventory Area (WRIA) WRIA 10 (Puyallup/White).

Authorities

In exercising authority under 33 U.S.C. §1341, RCW 90.48.120, and RCW 90.48.260, 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 Pony Dock Repairs, Hylebos 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 March 21, 2023, 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
3/21/2023	Joint Aquatic Resources Permit Application(JARPA) Form	JARPA, dated 3/21/2023	Sasha Ertl, Grette Associates
3/21/2023	State Environmental Policy Act	Determination of Non-Significance, dated 9/2/2022	Jason Jordan, Port of Tacoma
3/21/2023	Biological Assessment	Port of Tacoma, Pony Dock Maintenance Project Biological Evaluation, August 2022	Grette Associates
5/2/2023	Mitigation Plan	Technical Memorandum, Port of Tacoma Pony Dock Maintenance Project, dated 1/26/2023	Grette Associates

7/12/2023	Water Quality Monitoring and Protection Plan	Water Quality Monitoring and Protection Plan (WQMPP), Pony Dock Repairs, dated 4/27/2023	Port of Tacoma
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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 and cc to Laura.Inouye@ecy.wa.gov. The submittals shall be identified with WQC Order No. 22147 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 March 21, 2023 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 to Ecology's Federal Permit Manager within two weeks of receiving it.
- Justification - This condition is needed to ensure that all the conditions of the WQC Order have been incorporated into the federal permit.
 - Citation - 40 CFR 121.10, 40 CFR 121.11, and Chapter 90.48 RCW.
11. This WQC Order will automatically transfer to a new owner or operator if:
- a. A Request for Transfer of Order form is completed between the Project Proponent and new owner or operator with the specific transfer date of the WQC Order's obligations, coverage, and liability and submitted to Ecology per condition A.2. Link to form: <https://apps.ecology.wa.gov/publications/SummaryPages/ECY070695.html>;
 - b. A copy of this WQC Order is provided to the new owner or operator; and
 - c. Ecology does not notify the new Project Proponent that a new WQC Order is required to complete the transfer.
- 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 and cc to Laura.Inouye@ecy.wa.gov. Notifications shall be identified with WQC Order No. 22147 Corps Reference No. NWS-2022-00689 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.

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 the duration of the associated permit for the project.

- 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 Hylebos Waterway may be conducted between August 15 and February 15 of any year.
 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: 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 conduct water quality monitoring as described in the approved Water Quality Monitoring and Protection Plan identified in Table 1 (hereafter referred to as the WQMPP).
- 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 - RCW 90.48, RCW 90.48.030, Chapter 173-201A WAC, 173-201A-300-330 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 173-225-010 WAC.
2. No stockpiling or staging of materials shall occur at or below the OHWM of any waterbody.
- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
 - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
3. The Project Proponent shall comply with the conditions of the Construction Stormwater General Permit (National Pollutant Discharge Elimination System - NPDES) issued for this project.
- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
 - Citation – Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, RCW 90.48.260, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
4. No petroleum products, fresh concrete, lime or concrete, chemicals, or other toxic or deleterious materials shall be allowed to enter waters of the state.
- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
 - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
5. All construction debris, excess sediment, and other solid waste material shall be properly managed and disposed of in an upland disposal site approved by the appropriate regulatory authority.

- Justification - Ecology must be assured that the Project Proponent is managing and disposing of material to protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
 - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
6. Applicant shall ensure that fill (soil, gravel, or other material) placed for the proposed project does not contain toxic materials in toxic amounts.
- Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
 - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300-330, WAC 173-204-120, and WAC 173-225-010.
7. Work within waters of the state shall be conducted in the dry or during periods of low flow to the extent practicable.
- 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

8. Staging areas will be located a minimum of 50 feet and, where practical, 200 feet, from waters of the state, including wetlands, unless otherwise requested by the project proponent and authorized by Ecology.
- Justification - Requiring a minimum setback ensures that material will not end up in waters of the state. Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
 - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

9. Equipment used for this project shall be free of external petroleum-based products while used around the waters of the state, including wetlands. Accumulation of soils or debris shall be removed from the drive mechanisms (wheels, tires, tracks, etc.) and the undercarriage of equipment prior to its use around waters of the state, including wetlands.
 - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
 - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
10. No equipment shall enter, operate, be stored or parked within any sensitive area except as specifically provided for in this WQC Order.
 - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
 - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
11. 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.
12. Wash water containing oils, grease, or other hazardous materials resulting from washing of equipment or working areas shall not be discharged into state waters. The Project Proponent shall set up a designated area for washing down equipment.
 - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
 - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 90.56 RCW, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

13. A separate area shall be set aside, which does not have any possibility of draining to surface waters, for the wash-out of concrete delivery trucks, pumping equipment, and tools.
 - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
 - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.
14. Barges shall not be allowed to ground-out during in-water work.
 - 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.
15. 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.
16. No return water is allowed to discharge from the barge(s) into waters of the state.
 - Justification - Ecology must protect waters of the state from all discharges and potential discharges of pollution that can affect water quality to protect aquatic life and beneficial uses.
 - Citation - Chapter 90.48 RCW, RCW 90.48.030, RCW 90.48.080, Chapter 173-201A WAC, WAC 173-201A-300 - 330, WAC 173-204-120, and WAC 173-225-010.

F. Aquatic Resource Mitigation Conditions

1. The Project Proponent shall mitigate wetland impacts as described in the Technical Memorandum, RE: Port of Tacoma Pony Dock Maintenance Project WDFW Mitigation Plan (hereafter called the "Mitigation Plan") as identified in Table 1 or as required by this Order.

- Justification - Alteration of water quality necessitates the use of mitigation as a method of controlling pollution. When adequate mitigation is provided, the impacts are not considered significant enough to water quality, at least in the long-term. The water quality standards, along with mitigation, protect wetlands as well as permitting some level of degradation where unavoidable or necessary.
 - Citation – 33 CFR 332, 40 CFR 131.12, 40 CFR 230, subpart J, Chapter 90.48 RCW, Chapter 90.54 RCW, Chapter 90.74 RCW, Chapter 173-201A WAC, WAC 173-201A-260 (3)(i-ii), WAC 173-201A-300, and WAC 173-225-010.
2. The Project Proponent shall submit any proposed changes to the Mitigation Plan in writing to Ecology (see A.2) for review, as described in the Mitigation Plan, before implementing the changes.
- Justification – When adequate mitigation is provided, the water quality impacts are offset and not considered significant, at least in the long-term. Changes to impacts or mitigation must be considered when evaluating mitigation adequacy.
 - Citation – 33 CFR 332, 40 CFR 131.12, 40 CFR 230, subpart J, RCW 47.85.040, Chapter 90.48 RCW, Chapter 90.54 RCW, Chapter 90.74 RCW, Chapter 173-201A WAC, WAC 173-201A-260 (3)(i-ii), WAC 173-201A-300, and WAC 173-225-010.

G. 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 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 Order:

- File your notice of appeal and a copy of this 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 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://eluh.wa.gov/> or call: 360-664-9160.

Service on Ecology

Street Addresses:

Department of Ecology
Attn: Appeals Processing Desk
300 Desmond Drive SE
Lacey, WA 98503

Mailing Addresses:

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

E-Mail Address:

ecologyappeals@ecy.wa.gov

Americans with Disabilities Act Information

Accommodation Requests

To request ADA accommodation including materials in a format for the visually impaired, call Ecology at 360-407-7668 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TTY at 877-833-6341.

Contact Information

Please direct all questions about this WQC Order to:

Laura Inouye
Department of Ecology
(360) 515-8213

Laura.Inouye@ecy.wa.gov

More Information

- **Pollution Control Hearings Board Website**
<https://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 1st day of September 2023 at the Department of Ecology, Lacey, Washington.



Loree' Randall, Section Manager
Federal Permitting Section
Shorelands and Environmental Assistance Program

Attachment A

**Statement of Understanding
Water Quality Certification Conditions**

Port of Tacoma Pony Dock Repairs

Water Quality Certification WQC Order No. 22147

As the Project Proponent for Port of Tacoma Pony Dock Repair project, I have read and understand the conditions of Washington State Department of Ecology WQC Order No. 22147, 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



WATER QUALITY MONITORING & PROTECTION PLAN

Pony Dock Repairs

April 27, 2023



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Figure 1: Site Map

Figure 2: Pony Dock Site Map & Monitoring Locations

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Appendix A Water Quality Monitoring Form

List of Abbreviations

Acronym/ Abbreviation	Definition
BMP	Best management practice
Corps	U.S. Army Corps of Engineers
CY	Cubic yards
GPS	Global positioning system
Ecology	Washington State Department of Ecology
HTL	High tide line
JARPA	Joint Aquatic Resources Permit Application
MLLW	Mean lower low water
NPDES	National Pollutant Discharge Elimination System
NTU	Nephelometric turbidity units
OHWM	Ordinary high water mark
Port	Port of Tacoma
SWPPP	Stormwater Pollution Prevention Plan
WAC	Washington Administrative Code
WDFW	Washington State Department of Fish and Wildlife
WQMPP	Water Quality Monitoring and Protection Plan

1.0 Introduction

This Water Quality Monitoring and Protection Plan (WQMPP) identifies monitoring and best management practices (BMPs) for construction activities associated with the Port of Tacoma's (Port's) Pony Dock Repair Project (Project). The Project consists of the area immediately beneath the dock and adjacent intertidal slope-- located on the west side and near the head of the Hylebos Waterway. The Project lies within the Port's Industrial Development District, which is adjacent to Commencement Bay in Tacoma, Washington (Figure 1). The WQMPP, which is required by the Washington State Department of Ecology (Ecology), has been prepared to ensure compliance with Section 401 of the Clean Water Act, Washington State Water Quality Standards, Chapter 173-201A of the Washington Administrative Code (WAC). This plan describes water quality protection measures; monitoring parameters, methods, and evaluation criteria; and contingency response and notification procedures in the event a water quality criterion is exceeded during construction activities. The Project contractor selected to perform the construction activities will be subject to the requirements and procedures specified in this plan, as well as the contract specifications and other regulatory permits.

1.1 PROJECT DESCRIPTION

The Port of Tacoma (Port) is proposing to conduct maintenance and repairs on the slope and pier-supporting abutment at the former Pony Lumber Dock site (Parcel 86) along the Hylebos Waterway. This work will be conducted as part of a larger pier maintenance project being done under the Port's existing programmatic maintenance agreements with the U.S. Army Corps of Engineers (USACE, NWS-2011-0089-WRD), the City of Tacoma (City; SSDP Exemption File No. LU18-0303), and the Washington Department of Fish and Wildlife (WDFW; HPA Permit Number 2021-6-79+01).

The Pony dock is used to move miscellaneous cargoes to and from shipping vessels. The facility is used by two tenants, a roofing manufacturer and a marine contractor. The dock generally serves as a multi-purpose transfer point that supports the trucks and cranes used to transfer products. Repairs are required to protect the stability of the landside pile cap and approach slabs. With continued erosion and undermining, the landside pile cap piling supports the entirety of the pile cap which reduces the available live load capacity of the piling. The transition slabs that connect upland paving to the dock are intended to be grade supported. Loss of material from under the transition slabs have increased the risk of failure from heavy loading. Without the transition slabs and proper support of the slabs, traffic and equipment will not be able to access the dock.

The Project area is an approximately 1,030 square foot area underneath the pier and abutment and includes debris removal on the adjacent shoreline as a mitigation measure. The underpier repair extends landward 17 feet from +9 feet MLLW and runs approximately 60.5 feet along the shoreline. The Port proposes to regrade the slope to original grade, then install riprap/gravel to support the slope and the existing abutment. Grout will be pumped through holes in the pier into the void at the top of the slope where riprap will not fit below the abutment. All grout will be above the high tide line (HTL) and installed using BMPs for concrete/grout work near the aquatic environment.

To rectify the impacts to the 1,030 SF of shoreline above +9 feet MLLW, the Port will remove concrete and other debris from the shoreline both at and adjacent to the project site. Debris will be removed at low tide in the dry so as to minimize the possibility of increased turbidity. Debris will be removed at a 1:1 ratio of impact—up to 1,030 SF of

concrete debris will be removed. This will contribute to rehabilitation of the current degraded condition of the habitat on the property.

Additional Project details are provided in the Joint Aquatic Resources Permit Application (JARPA) that was submitted to Ecology on March 21, 2021, and has a USACE assigned project number of NWS-2022-689.

1.2 WATER QUALITY STANDARDS

The water quality monitoring turbidity standards applicable to this site per WAC 173-201A-210(1)(e) are as follows:

- Turbidity shall not exceed 10 nephelometric turbidity units (NTUs) over the background turbidity when the background turbidity is less than 50 NTUs.
- Turbidity shall not exceed a 20 percent increase in turbidity when the background turbidity is more than 50 NTUs.

The water quality standard for turbidity will need to be met at the compliance boundary at the edge of the authorized area of mixing for construction activities. The turbidity water quality standard includes an allowed 150-foot area of mixing that extends out from the in-water activity. The water quality monitoring for turbidity will be conducted at the 150-foot-radius point of compliance per the aquatic use criteria (WAC 173-201A-210(1)(e)(a)). In addition, visible turbidity greater than the background turbidity at or beyond the 150-foot-radius point of compliance is considered an exceedance of the water quality standard.

The water quality monitoring pH standards applicable to this site per WAC 173-201A-210(1)(f) are as follows:

- pH shall be within the range of 7.0 to 8.5 with a human-caused variation within the above range of less than 0.5 units.
- The water quality standard for pH will be met as close as safely possible to the active project area.

2.0 Water Quality Protection Measures

This section describes the protection measures that will be implemented during all in-water work to minimize impacts on water quality.

2.1 GENERAL WATER QUALITY PROTECTION MEASURES

The Project has been designed to avoid and minimize adverse impacts on the environment due to the Project activities. The following general water quality protection measures will be implemented on a project-wide basis to reduce, eliminate, or minimize the effects of the proposed action on water quality:

- Construction stormwater, sediment, and erosion control BMPs suitable to preventing exceedances of state water quality standards will be in place prior to starting construction activities, as applicable.

- All work will comply with the conditions of the sites' National Pollutant Discharge Elimination System (NPDES), municipal separate storm sewer (MS4) stormwater permit and applicable stormwater pollution prevention plan (SWPPP).
- All work in and near the water will be done so as to minimize turbidity, erosion, and other water quality impacts.
- Sediment and erosion control measures will be inspected and maintained throughout Project construction.
- No materials will be stockpiled below the project specific OHWM in any water body.
- Fueling and servicing of all equipment will be confined to an established staging area. Barge derricks, if used, will be fueled and serviced while they float. Spill containment systems will be adequate to contain all fuel leaks.
- At least two oil-absorbing floating booms, appropriate for the size of the work area, will be available on-site whenever heavy equipment operates within 150 feet of open water and there is a potential for hazardous materials to enter surface waters. The booms will be stored in a location that facilitates their immediate deployment in the event of a spill.
- Barges, if used, will not ground out or rest on the substrate or be over or within 25 feet of vegetated shallows (except where such vegetation is limited to state-designated noxious weeds).
- The bottom of any structure, vessel, watercraft grid, or watercraft lift will be at least 1 foot above the level of the substrate during all water levels.
- Equipment and vehicles will be stored in established staging areas when not in use (excluding cranes, which cannot be moved easily). Staging areas will be located a minimum of 50 feet from the waterway if not within existing impervious areas. If a staging area must be located within 50 feet of the waterway on pervious areas, the Port will provide a written explanation (with additional BMPs) and obtain approval from the Ecology Federal Permit Manager before placing the staging area with the setback area.
- A written spill prevention, control, and countermeasures (SPCC) plan will be prepared for activities that include the use of heavy equipment. The plan will describe measures to prevent or reduce impacts due to accidental leaks or spills, as well as all hazardous materials that will be used, their proper storage and handling, and the methods that will be used to monitor their use. A spill kit will be available on-site during construction and stored in a location that facilitates its immediate deployment if needed.
- The Port will prepare and implement this WQMPP, as required by the Ecology 401 water quality certification. Any changes to this plan will be provided to Ecology for review and approval prior to implementation.
- Upon advance notice, the Port will provide access to the construction site for representatives of U.S. Army Corps of Engineers (Corps), the U.S. Fish and Wildlife Service, the National Marine Fisheries Services, Ecology, and the Washington State Department of Fish and Wildlife (WDFW) during all hours when the proposed action is being conducted.
- No new access roads, routes, or trails will be constructed as part of the proposed action.

2.2 MITIGATION MEASURES

To minimize the potential for any water quality impacts during construction activities, the following BMPs will be implemented:

- The proposed construction will only occur during the authorized time, July 15 - February 15, or as otherwise permitted by the Corps, Ecology, and WDFW.
- All work will occur at low-tide and in the dry.
- Grout will be pumped through cored holes from the upland side of the abutment (above the HTL) to fill void holes behind proposed riprap where tight clearances limit material placement. Grout will only be pumped on a falling tide.
- Silt curtains/fencing and/or straw wattle will be used to provide a physical barrier to sediment and prevent runoff.

3.0 Water Quality Monitoring Plan

The objective of water quality monitoring is to ensure that the Project activities do not result in exceedances of the applicable water quality standards at the point(s) of compliance. A combination of visual monitoring and contingency instrumented monitoring is proposed for this Project. Refer to Figure 2 for monitoring locations.

3.1 VISUAL MONITORING

Throughout all in-water work the contractor will conduct visual monitoring of turbidity. A turbidity plume is considered significant when it is above background and extends out the entire length of the mixing zone to 150 feet and is visible from the area of construction activity.

3.1.1 Monitoring Parameters

The following parameters will be observed during visual monitoring:

- Turbidity (visual indication of plume)
- Sheen, or oil
- Construction debris in water
- Distressed or dying fish
- Operation and effectiveness of BMPs

3.2 INSTRUMENTED MONITORING (TURBIDITY AND PH)

Instrumented monitoring for turbidity will also be implemented in response to visual observation of a significant turbidity plume, as described in Section 4.1 to better assess compliance with the water quality criteria and the effectiveness of any supplemental BMPs that may be implemented to control turbidity.

Instrumented monitoring for pH will occur during the initial rising-tide inundation and will be conducted as close to the shore as safely feasible. Measurements will be taken from a single depth

and close to the surface. If multiple days of grouting are required, a minimum of two days of rising-tide pH measurements will be collected.

3.2.1 Monitoring Parameters

Real-time field measurements of pH and contingency measurements of turbidity water quality parameters (in NTUs) will be collected during instrumented monitoring, as appropriate to the activity.

3.2.2 Monitoring Schedule

Instrumented monitoring for pH will occur during the initial rising-tide inundation. If multiple days of grouting are required, a minimum of two days of rising-tide pH measurements will be collected.

For each construction activity for which instrumented turbidity monitoring will be performed, it will occur twice a day for the first 2 weeks of the construction activity to establish baseline conditions and verify compliance with the water quality criteria. If no exceedance of the turbidity criteria is noted during the initial monitoring period and Ecology review and approval is received, the contractor will continue to monitor visually during the remainder of the respective construction activity, unless a visible turbidity plume triggers the return to instrumented monitoring, as described in Section 3.2 and 4.1.2.

3.2.3 Monitoring Locations And Depths

Turbidity

Monitoring locations will be measured directly from the point of construction activity. The monitoring locations will be identified in the field with the use of a global positioning system (GPS) on board the sampling vessel. Monitoring will be conducted at three depths at each of the following locations (Figure 2), which are described in more detail in Sections 3.2.4 through 3.4.6:

- Background monitoring location (300 feet upstream/upgradient prior to work)
- Compliance monitoring locations (150 feet downstream/downgradient during work)
- Early detection monitoring locations (100 feet downstream/downgradient during work)

Monitoring will be conducted at the below three depths in the water column at each monitoring location described above. Sample measurements from each of the three depths will be compared to each of the three corresponding depths at the background monitoring location.

- Surface—Within 3 feet (approximately 1 meter) of the water surface
- Middle—At mid-depth in the water column
- Bottom—Within 3 feet (approximately 1 meter) of the mudline

pH

Instrumented monitoring for pH will occur during the initial rising-tide inundation and will be conducted as close to the shore as safely feasible. This is the pH compliance location. Measurements will be taken from a single depth and close to the surface.

In addition to these, visual monitoring will be performed at the location of the active in-water work operation to monitor the effectiveness of BMPs.

3.2.4 Turbidity Background Monitoring Location

The background location will be positioned approximately 300 feet upstream (tide-dependents) of the point of construction and beyond the influence of construction activities. The monitoring location will typically be directly upstream/upgradient of the point of construction, although tidal reversals are possible during flood tide conditions, which will require the monitoring location to be shifted farther upstream. The background location will be in an area with similar physical characteristics similar to those of the main area of construction activity (i.e., water depth and slope). Background water quality monitoring will be conducted before in-water activity begins and during each monitoring event that turbidity is measured.

3.2.5 Turbidity Early Detection Monitoring Location

The early detection location will be positioned approximately 100 feet downstream/downgradient of the point of construction. The monitoring location will typically be directly downstream of the point of construction.

The objective of monitoring in the early detection location at 100 feet is to have an early indication of whether exceedances of the water quality standards may occur at the point of compliance (i.e., 150 feet) if construction activities continue without modification to the BMPs being implemented. It provides an adaptive management process to adjust the construction activities or BMPs prior to a water quality standard exceedance at the point of compliance.

3.2.6 Turbidity Compliance Monitoring Location

The compliance location is at the edge of the area of mixing, 150 feet downstream (tidal-dependent) of the point of the construction activity. The monitoring location will typically be directly downstream of the point of construction.

3.2.7 Monitoring Equipment

Equipment to be used for instrumented water quality monitoring will include the following:

- Turbidity Water quality meter: HACG 2100Q, Troll 9500, YSI 6920 Sonde (or other suitable equipment)
- Calibrated pH meter
- Field logbook
- Deionized water for rinsing water quality monitoring equipment
- Personal protective equipment
- Camera
- GPS
- Cellular phone and Project contact phone numbers

Turbidity levels will be measured with a water quality meter, which will be properly operated, calibrated, and maintained by qualified personnel before each use according to the manufacturer's guidelines and recommendations. All field analyses will be recorded in a logbook

and/or on the water quality monitoring form and the specific person who calibrated the equipment will be recorded.

3.3 DOCUMENTATION AND REPORTING

The contractor will prepare daily water quality monitoring reports detailing the monitoring data collection activities and results. The contractor shall submit the water quality monitoring reports to the Port by noon on the following Monday in which water quality monitoring occurred. The Port will verify the reports are filled out accurately and will submit the reports to the Ecology Federal Permit Manager within 1 week of the completion of each week of water quality monitoring. The Ecology template for the water quality monitoring form is included in Appendix A. These reports or forms will include the following information:

- Date and time of the monitoring at each location
- Turbidity measurement monitoring at each monitoring location (i.e., background, early detection, and compliance)
- pH measurements (if taken)
- Name of monitoring personnel
- Monitoring notes that may include:
 - Field conditions (weather, temperature, any prior disturbance of the water body, etc.)
 - Monitoring equipment calibration information.
 - Description of construction activity taking place and duration of activity

4.0 Contingency Response and Notification Plan

4.1 CONTINGENCY MEASURES

If exceedances are measured, the levels will be verified, and the exceedance confirmed. If an exceedance of a water quality standard occurs during either visual and/or instrumented monitoring, field personnel will stop work and assess the source of the exceedance or impact, and corrective actions will be evaluated. Once the source has been identified, field personnel will implement operation modifications or other supplemental control measures or BMPs to bring the water quality measurements back into compliance with the criteria.

Once the control measures have been deemed effective, monitoring will continue every 2 hours until the water quality exceedances have been brought into compliance (excluding during unsafe monitoring conditions such as darkness). Once compliance is met, monitoring will return to the schedule described in Section 3.2.2.

4.1.1 Visual Monitoring

Visible turbidity greater than the background turbidity at or beyond the 150-foot point of compliance is considered an exceedance, or violation of, the turbidity water quality standard. If a visible turbidity plume is evident at the compliance boundary, it will be photo-documented, corrective actions will be taken to eliminate the source of the turbidity, and follow-up instrumented

turbidity monitoring will be implemented to confirm the turbidity exceedance and will continue every 2 hours until the turbidity complies with the water quality standard (excluding during unsafe monitoring conditions such as darkness). Once compliance is met, monitoring twice per day will be re-initiated as described in Section 3.3.

If construction debris is observed in the waterway, effort will be made to retrieve the debris. If sheen or oil is observed in the waterway, the contractor will immediately cease operations. Corrective actions will be implemented to make repairs to equipment, address the spill, or modify construction activities or BMPs, and conduct appropriate notifications with the Port, Washington Military Department's Emergency Management Division at 1-800-258-5990, and permitting agencies, as appropriate. Work may resume after the corrective actions have been deemed effective, the turbidity complies with the water quality standard, and as directed by the Port or permitting agencies.

If distressed or dying fish are observed at the construction site that can be attributed to construction activities, work will stop immediately and the Port and Ecology will be notified as described in Section 4.2, as well as notifying other permitting agencies, as appropriate.

4.1.2 Instrumented Monitoring

The numerical water quality standard for turbidity must be met at the point of compliance, which is 150-feet downstream/downgradient of the construction activity (or is shifted depending on the tides, as described in Section 3.2.6). Turbidity outside this established area of mixing that is greater than 10 NTUs over the background turbidity when turbidity in the background sample is 50 NTUs or less, or a 20 percent increase in turbidity when the background turbidity is more than 50 NTUs, is a violation of the turbidity water quality standard.

4.2 NOTIFICATION

If compliance monitoring data indicate an exceedance of the water quality standard for turbidity or evidence of noncompliance, such as distressed or dying fish or a discharge of oil, is noted at the compliance monitoring location (i.e., 150 feet downstream), the Port will be notified by the contractor immediately. In turn, the Port will immediately notify Ecology's 24-hour Spill Response Team and, within 24 hours of the observed noncompliance, notify the Ecology federal permit manager (Laura Inouye) for all noncompliance conditions or spills.

Contact information for notifications:

- Port of Tacoma:
 - Brett Ozolin, Engineering Project Manager, office: (253) 241-007
 - Mike Kisak, Inspector, work mobile: (253) 377-3342
 - Stanley Sasser, Environmental Project Manager, office/mobile: (253) 383-943
- Ecology's 24-hour Spill Response Team: (800) 258-5990
- Ecology federal permit manager:
 - Laura Inouye, work mobile: (360) 515-8213,
email: lino461@ecy.wa.gov

The notification should include the following:

1. A description of the nature, extent, and cause of noncompliance.

2. The period of noncompliance, including the date, time, and anticipated time when the activity will return to compliance.
3. The steps taken to minimize, eliminate, and prevent a reoccurrence of the noncompliance action.
4. A written report to Ecology within 5 days of the noncompliance that provides a description of the nature of the violation, the sampling results and location, photographs, a description of the BMPs that were or will be implemented to prevent further violations, and any other pertinent information.

5.0 References

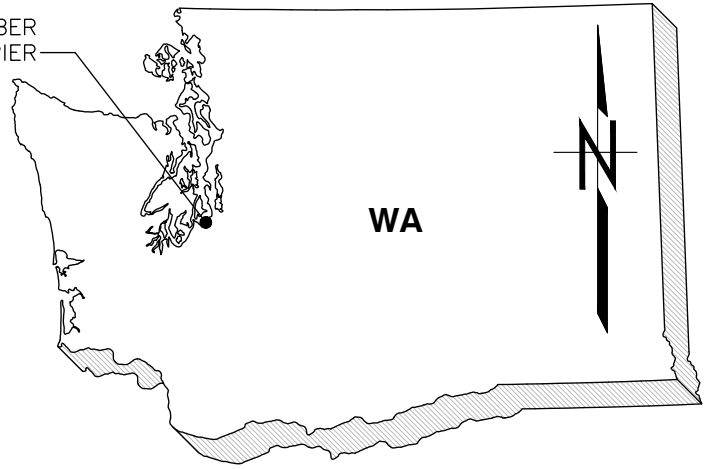
Port of Tacoma (Port). 2022. *Joint Aquatic Resources Permit Application (JARPA) for Port of Tacoma Pony Dock Repairs (USACE NWS-2022-689)*. Email communications transmitting JARPA documents from Stanley Sasser to Laura Inouye, Ecology. 21 March 2023.

Figures

TIDAL DATUM:
 BASED ON NOAA VDATUM VER 4.21, IN
 US FEET. HTL/OHW DELINEATED USING
 USACE & WDFW GUIDANCE.

LEVELS:
 MHHW: +11.78' MHW: +10.90'
 MLW: 2.84' MLLW: +0.00'
 HTL (10-YR PREDICTED AVG): 13.50'
 OHW (DELINEATED): 13.50'

PONY LUMBER
 PIER



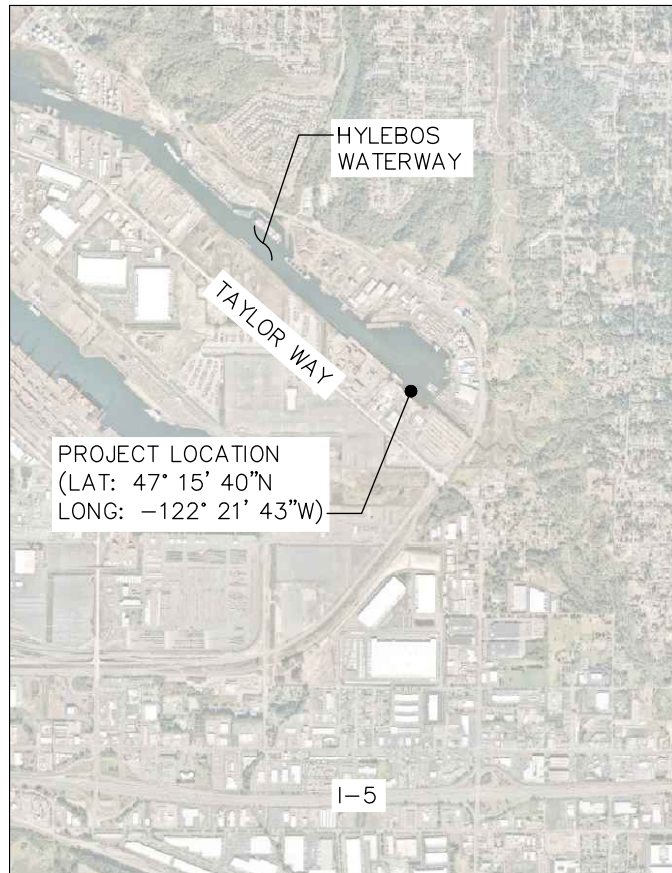
DIRECTIONS TO SITE FROM SEATTLE:

1. TAKE I-5 S TO WA-99 N/54TH AVE E.
2. TAKE EXIT 137 FROM I-5 S.
3. CONTINUE ON 54TH AVE E TO TAYLOR WAY E.
4. ARRIVE AT 3701 TAYLOR WAY.

MILES
 ~28.4

~1.2

VICINITY MAP
 SCALE: NTS



LOCATION MAP
 SCALE: NTS

Figure 1

File: Q:\SEA\10909-09\20 CADD\Active\JARPA\1090909_JARPA-CoverSheet

USACE REFERENCE # TBD
ADJACENT PROPERTY OWNERS:
 1) PORT OF TACOMA

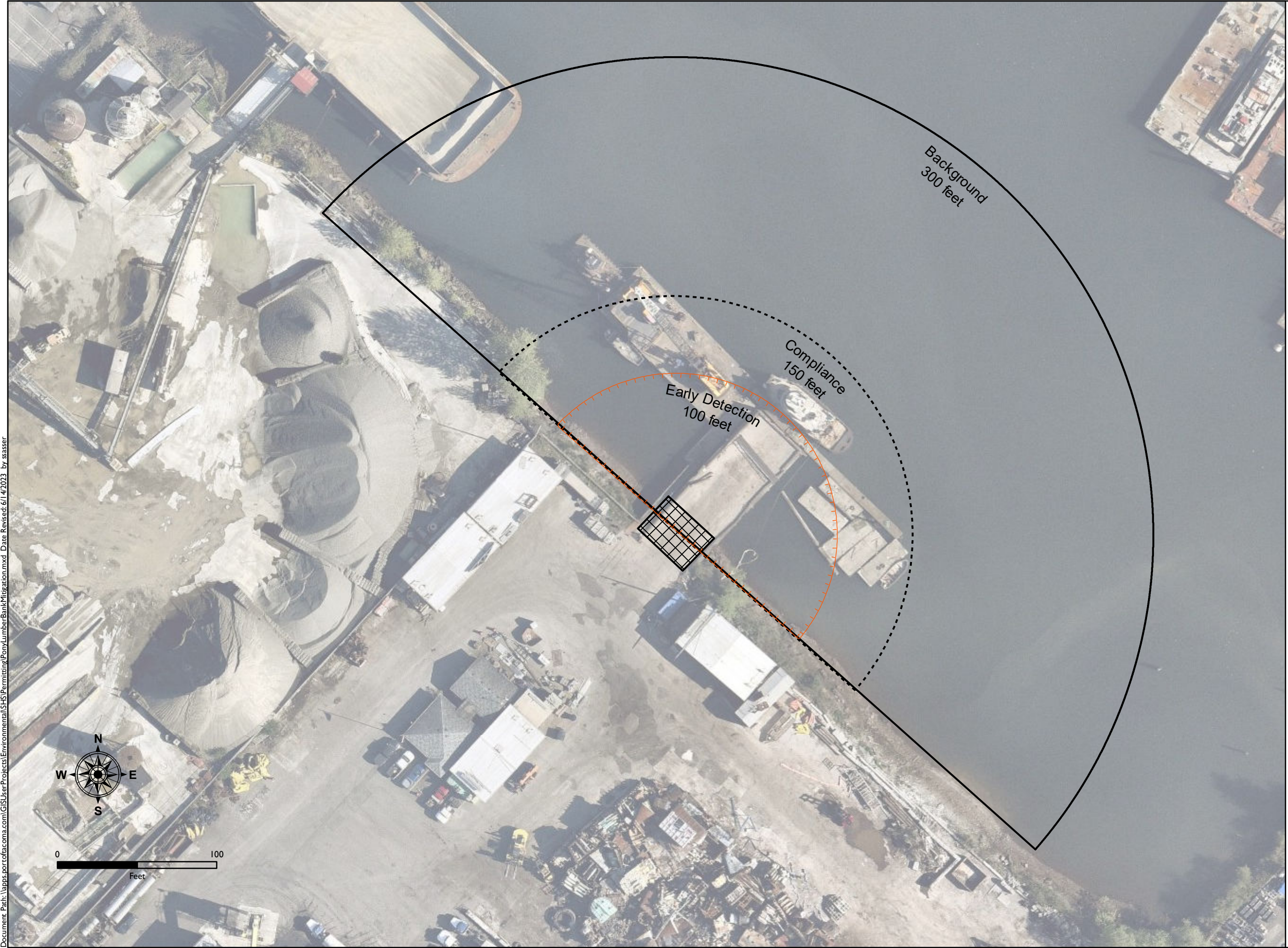
APPLICANT: PORT OF TACOMA

LOCATION ADDRESS: 3701 TAYLOR WAY
 TACOMA, WA 98421

PROPOSED PROJECT: PONY DOCK
 REPAIRS

IN: HYLEBOS WATERWAY
 DATUM: MLLW = 0.0'
 SEC: 36 T: 21 N R: 3 E
 COUNTY: PIERCE STATE: WA
 SHEET: 1 OF 3 DATE: JUNE 14, 2022

Document Path: \\apps.portoftacoma.com\GISUser\Projects\Environmental\SHS\Permitting\PonyLumberBank\Migration.mxd Date Revised: 6/14/2023 by sasser



**Port of Tacoma
Pony Dock
Maintenance--
Water Quality
Monitoring
Locations- Turbidity**


 New Shoreline Armor

Figure 2



DISCLAIMER: The information included on this map has been compiled by Port of Tacoma staff from a variety of sources and is subject to change without notice. These data are intended for informational purposes and should not be considered authoritative for engineering, navigational, legal and other site-specific uses. The Port of Tacoma makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information.

Appendix A

Water Quality Monitoring Form



Port of Tacoma Daily Turbidity Monitoring
In-Water Construction for Pile Repair and Replacement
 ACOE Permit #: NWS-2011-0089-WRD ECY Order #: TBD

Date: _____		Observer: _____	
Start of in-water work: _____	CERCLA Site?	<input type="checkbox"/> Yes	
End of in-water work: _____		<input type="checkbox"/> No	
Observation 1			
Time: _____	Turbidity visible within 150-foot radius of in-water work?	NTUs (CERCLA only)	Notes (work modifications, monitoring point, additional observations, etc.)
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Observation 2			
Time: _____	Turbidity visible within 150-foot radius of in-water work?	NTUs (CERCLA only)	Notes (work modifications, monitoring point, additional observations, etc.)
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
General description of weather, waterway conditions, circumstances affecting background turbidity, and work affecting turbidity throughout the day. 			
Water Quality Monitoring during In-Water Work Activities			
Turbidity should NOT be visible more than 150 feet (radius) at any time during in-water work activities. If turbidity is visible, stop work and contact the Engineering Project Manager.			
A minimum of two (2) observations must be recorded during active in-water work activity.			
Recorded observations should be a minimum of 2 hours apart unless in-water work ceases before 2 hours have passed. If in-water work activity ends before 2 hours, record second observation at the end of the in-water work activity.			
(For CERCLA sites only) In addition to visual observations of turbidity and requirements listed above, CERCLA sites must also have water quality measurements taken with an approved turbidimeter.			

APPENDIX B.4
WDFW Hydraulic
Project Approval:
2023-6-49+01



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: January 27, 2023
Project End Date: February 14, 2024

Permit Number: 2023-6-49+01
FPA/Public Notice Number: N/A
Application ID: 29663

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Port of Tacoma ATTENTION: Stanley Sasser PO Box 1837 Tacoma, WA 98401-1837	

Project Name: Port of Tacoma Pony Dock Repairs

Project Description: The Pony dock is used to move miscellaneous cargoes to and from shipping vessels. The facility is used by two tenants, a roofing manufacturer and a marine contractor. The dock generally serves as a multi-purpose transfer point that supports the trucks and cranes used to transfer products. Repairs are required to protect the stability of the landside pile cap and approach slabs. With continued erosion and undermining, the landside pile cap piling supports the entirety of the pile cap which reduces the available live load capacity of the piling. The transition slabs that connect upland paving to the dock are intended to be grade supported. Loss of material from under the transition slabs have increased the risk of failure from heavy loading. Without the transition slabs and proper support of the slabs, traffic and equipment will not be able to access the dock.

The Project area is an approximately 1,030 square foot area underneath the pier and abutment. It extends landward 17 feet from +9 feet MLLW and runs approximately 60.5 feet along the shoreline. The Port proposes to regrade the slope to original grade, then install riprap/gravel to support the slope and the existing abutment. Grout will be pumped through holes in the pier into the void at the top of the slope where riprap will not fit below the abutment. All grout will be above the high tide line (HTL) and installed using BMPs for concrete/grout work near the aquatic environment.

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 "202230125_POT Pony Lumber Dock Repairs JARPA Drawings_Local Benchmarks.pdf", received on January 25, 2023, and mitigation document entitled, "PoT_Pony Dock_WDFW Mitigation Plan_012623.pdf", received on January 26, 2023, 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; 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



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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

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. Clearly mark boundaries to establish the limit of work associated with site access and construction.

7. Keep the use of equipment in the intertidal zone to a minimum, confined to a single access point, and limited to a 25-foot work corridor.

8. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.

9. Retain all natural habitat features on the beach larger than twelve inches in diameter including trees, stumps, logs, and large rocks. These natural habitat features may be moved during construction but they must be placed near the preproject location before leaving the job site.

10. Check equipment daily for leaks and complete any required repairs before using the equipment in or near the water.

11. 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.

12. Operate vessels during tidal elevations that are adequate to prevent grounding of the barge.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

13. Do not conduct project activities when the work area is inundated by tidal waters.

14. 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.

15. Use tarps or other methods to prevent treated wood, sawdust, trimmings, drill shavings and other debris from contacting the bed or waters of the state.

16. If a silt curtain is used waterward of the OHWL, it must be removed before being inundated by an incoming tide. Silt curtains can become a fish trap on a falling tide.

CONSTRUCTION MATERIALS

17. Do not use native bed material, other than material excavated for bulkhead footings or placement of bulkhead base rock, for project construction or fills.

GROUT

18. To prevent leaching, construct forms to contain any wet grout. Place impervious material over any exposed wet grout that will come in contact with waters of the state. Forms and impervious materials must remain in place until the grout is cured.



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ROCK RIPRAP

19. As shown in the approved plans, the area of rock riprap must not exceed 1030 square feet
20. Establish the waterward distance of the replacement rock riprap from permanent benchmarks (fixed objects) before starting work on the project. The benchmarks must be located and shown on the approved plans, marked in the field, and protected to serve as a post-project reference for ten years.
21. Use clean, angular material of a sufficient durability and size for the rock riprap to prevent its being broken up or washed away by high water or wave action.
22. Prior to tidal inundation, backfill all trenches, depressions, or holes created during construction waterward of the ordinary high water line.

DEMOBILIZATION/CLEANUP

23. Remove all trash and unauthorized fill in the project area, including concrete blocks or pieces, bricks, asphalt, metal, treated wood, glass, floating debris, and paper, that is waterward of the ordinary high water line and deposit upland.

LOCATION #1:	Site Name: Pony Dock 3701 Taylor Way, Tacoma, WA 98421					
WORK START:	July 16, 2023			WORK END:	February 14, 2024	
<u>WRIA</u>	<u>Waterbody:</u>			<u>Tributary to:</u>		
10 - Puyallup - White	Other			Other		
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
SE 1/4	36	21 N	03 E	47.261298	-122.361809	Pierce
<u>Location #1 Driving Directions</u>						
From I-5, take Exit 137 for 54th Avenue East/Taylor Way. Turn right after intersection with SR 509 to enter facility.						

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.



HYDRAULIC PROJECT APPROVAL

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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. You should allow up to 45 days for the department to process your request.

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. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: January 27, 2023
Project End Date: February 14, 2024

Permit Number: 2023-6-49+01
FPA/Public Notice Number: N/A
Application ID: 29663

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; 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.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the 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.



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: January 27, 2023
Project End Date: February 14, 2024

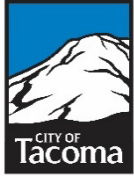
Permit Number: 2023-6-49+01
FPA/Public Notice Number: N/A
Application ID: 29663

Habitat Biologist Jennifer.eberly@dfw.wa.gov
Jennifer Eberly 360-584-4731

A handwritten signature in black ink, appearing to be "Jennifer Eberly".

for Director
WDFW

APPENDIX B.5
Shoreline Substantial
Development Permit
LU23-0046



City of Tacoma
Office of the Director
Report and Decision

**SHORELINE SUBSTANTIAL DEVELOPMENT
PERMIT FOR:**

File No. LU23-0046

Kristin Evered, Port of Tacoma
PO Box 1837
Tacoma, WA 98401

SUMMARY OF REQUEST:

A Shoreline Substantial Development Permit (SSDP) to repair and stabilize the slope under the existing pier and abutment and to provide stormwater improvements at Parcel 86, the former Pony Lumber Dock site. The site is located within the Port Maritime Industrial (PMI) District, the S-10 Port Industrial Area District, and the S-13 Marine Waters of the State Shoreline District.

LOCATION:

3701 Taylor Way, Parcel Number 0321364024

DECISION:

The requested permit is Approved, subject to conditions.

NOTE: Last day to request a reconsideration is on **September 12, 2024**.

This decision will be final on **September 13, 2024**, and will be transmitted to the Department of Ecology (Ecology) at that time, provided no requests for reconsideration are timely filed as identified in RECONSIDERATION/APPEAL PROCEDURES of this Report and Decision. Upon receipt by Ecology, a 21-day appeal period will begin.

The Director has jurisdiction in this matter under Tacoma Municipal Code (TMC) 13.05.080.A.7. and Tacoma Shoreline Master Program (TSMP) 19.02.020.A.1.a. and b.

The applicant bears the burden of proof to demonstrate the proposal is consistent with the provisions of the TMC, the applicable provisions and policies of the City's Comprehensive Plan, the TSMP, the Washington Administrative Code (WAC), the Revised Code of Washington (RCW) and other applicable ordinances of the City.

For additional information concerning this land use permit please contact:

Shanta Frantz, Senior Planner
Planning and Development Services Department
747 Market Street, Room 345, Tacoma, WA 98402
sfrantz@cityoftacoma.org | (253) 260-0769

SUMMARY OF RECORD

The following exhibits and attachments constitute the administrative record:

Attachments

- Attachment A: Project Drawings
- Attachment B: Technical Memorandum from Karla Kluge, Senior Environmental Specialist

Exhibits¹

- Exhibit A: Joint Aquatic Resources Permit Application (JARPA)
- Exhibit B: State Environmental Policy Act (SEPA) Determinations and Environmental Checklists for both the Pony Dock and Stormwater Improvements
- Exhibit C: Port of Tacoma Pony Dock Maintenance and Parcel 86 Stormwater Conveyance Improvements Critical Area Report, prepared by Grette Associates and dated September 2023
- Exhibit D: Port of Tacoma Pony Dock Maintenance and Parcel 86 Stormwater Conveyance Improvements Project Technical Memorandum - Shoreline Consistency Narrative, prepared by Grette Associates and dated September 13, 2023
- Exhibit E: Port of Tacoma Pony Dock Maintenance Project: Washington Department of Fish and Wildlife (WDFW) Mitigation Plan, prepared by Grette Associates and January 26, 2023
- Exhibit F: Port of Tacoma, Pony Dock Maintenance Project Biological Evaluation, prepared by Grette Associates and dated August 2022
- Exhibit G: Hydraulic Project Approval, WDFW, dated January 27, 2023 (for the Pony Dock Project)
- Exhibit H: Hydraulic Project Approval, WDFW, dated February 16, 2024 (for the Stormwater Conveyance Project)
- Exhibit I: Nationwide Permit (NWS-2023-964-WRD) Army Corps of Engineers, dated April 10, 2024 (for the Stormwater Conveyance Project)
- Exhibit J: Inadvertent Discovery Plan and Puyallup Tribe Comments
- Exhibit K: City Staff Advisory Comments

The Director of Planning and Development Services (Director) enters the following Findings and Conclusions based upon the applicable criteria and standards set forth in the TMC, TSMP, Comprehensive Plan, WAC, RCW, as well as the attachments and exhibits listed above.

¹ All exhibits are contained within Planning and Development Services Department File No. LU23-0046. They are referenced and incorporated herein as though fully set forth.

FINDINGS

Proposal:

1. This SSDP application proposes to repair and stabilize the slope under the existing pier and abutment and provide stormwater improvements at Parcel 86, the former Pony Lumber Dock site.
2. There are two parts for this proposal: Pony Dock Maintenance and Stormwater Conveyance Improvements. See Attachment A.
3. Under the Pony Dock Maintenance (Pony Dock proposal), the Port of Tacoma (Port) proposes to conduct maintenance and repairs on the slope and pier-supporting abutment at Parcel 86, located along the Hylebos Waterway.

This work will be conducted as part of a larger pier maintenance project being done under the Port's existing programmatic maintenance agreements with the U.S. Army Corps of Engineers (USACE, NWS-2011-0089-WRD), the City of Tacoma (City; SSDP Exemption File No. LU18-0303), and the WDFW Hydraulic Project Approval (WDFW; Hydraulic Project Approval (HPA) Permit Number 2021-6-79+01).

The Pony Dock proposal is to repair an existing facility, new riprap and grout will be placed within 200 feet of the ordinary high-water mark (OHWM) of the Hylebos Waterway; thus, a SSDP is required pursuant to the TSMP.

4. Under the Stormwater Conveyance Improvements (Stormwater proposal), the Port proposes to plug and decommission the stormwater conveyance system associated with Outfall 12314 and reroute this stormwater to the conveyance system located directly to the west associated with Outfall 11193 as identified by the Port. The stormwater system associated with Outfall 12314 is crushed in several locations, full of debris, has resulted in drainage issues and altered stormwater sampling results, and is under the environmental cap on the site.

The conveyance system to the west will be replaced to accommodate the increase in flow from combining two systems. Replacement of this system will increase the pipe diameter and lower the elevation of Outfall 11193 to reestablish proper drainage to the site, improve water quality in the nearby environment, and allow the Port to maintain compliance with their stormwater permit. The proposed stormwater outfall will be installed at a lower invert elevation within 200 feet of the OHWM of the Hylebos Waterway; thus, a SSDP is required pursuant to the TSMP.

5. While the Pony Dock proposal does not extend within 300 feet of any streams, there is a Category II estuarine wetland located approximately 60 feet east of the Pony Dock. Although the Pony Dock proposal will occur within the wetland's 100-foot buffer, it involves placement of material on an existing unvegetated shoreline beneath a solid-decked industrial pier. This will have no effect on the buffer or wetland functions. After removal of shoreline debris of concrete, wood, etc. at a 1:1 impact-to-debris removal ratio, the proposed Pony Dock proposal will result in no net loss of shoreline ecological function of wetlands or their buffers.
6. The Stormwater proposal will include work within 300 feet of Hylebos Creek along the Hylebos Waterway shoreline to install the outfall. All work will occur outside of the 150-foot Hylebos Creek buffer and no impacts to Hylebos Creek are anticipated since all excavation and turbidity impacts will be short and temporary during installation. The installation of a new stormwater system and outfall will also enhance water quality in the area.

Therefore, the Stormwater proposal will result in no stream impacts, and no net loss of shoreline ecological function of streams or their buffers.

7. Mitigation for the Pony Dock and Stormwater proposals will be provided for the impacts to the intertidal area of Commencement Bay through removal of concrete and wooden debris along the adjacent shoreline areas at a 1:1 ratio based on impact area.
8. The Port is using the High Tide Line (HTL) rather than the OHWM for the Pony Dock proposal due to limitations in surveying under the dock and guidance from the Army Corps of Engineers. The City will accept this delineation for both projects.
9. The project drawings are appended to this report and decision as Attachment A and all critical area reports and evaluations are located within Exhibits A - I.

Project Site:

10. The property is owned by the Port and the upland portion of the site is fully paved and developed with buildings, truck access and parking, and storage areas for the Quigg Brothers, Inc. (marine and industrial construction), Keen Transport (heavy equipment transport), and Wallenius Wilhelmsen (loading and unloading of marine cargo, berthing commercial barges and marine vessels).
11. The project site occurs along the Hylebos Waterway marine shoreline and extends upland above the OHWM. The beach at the site is oriented northwest to southeast and consists of a sand and gravel-dominated substrate with concrete and wood debris.
12. The Hylebos Waterway flows northwest into Commencement Bay and the Puget Sound. The Puget Sound and Commencement Bay are designated as shorelines of statewide significance under RCW 90.58.30(2)(f).
13. The site is located within the PMI District, the S-10 Port Industrial Area District, and the S-13 Marine Waters of the State Shoreline District which is a Fish and Wildlife Habitat Conservation Area (FWHCA). The S-10 District has a 50-foot marine buffer that extends from the OHWM onto the subject site.
14. The intent of the S-10 District is to allow the continued development of the Port Industrial Area, with an increase in the intensity of development and a greater emphasis on terminal facilities within the city. See TMC 19.09.120.
15. The site is also located within an area classified as a high-intensity environment by the TSMP. The purpose of this environment is to provide for high-intensity, water-dependent and water-oriented mixed-use commercial, transportation, and industrial uses while protecting existing ecological functions and restoring ecological functions in areas that have been previously degraded. See TMC 19.05.050.E.
16. The Pony Dock is a port/industrial use and the new stormwater outfall is a utility use. Both are water-dependent uses and are permitted within the site's S-10 District - High Intensity Environment designations.
17. The site is also located within the Coastal AE Federal Emergency Management Agency (FEMA) floodplain boundary. However, since Commencement Bay does not lack flood storage capacity, the proposed actions will have no effect to the mapped floodplain.
18. The WDFW Priority Species and Endangered Species Act (ESA) species that may occur within the vicinity of the work include, but are not limited to: bald eagle (*Haliaeetus leucocephalus*), peregrine falcon (*Falco peregrinus*), cormorants (*Phalacrocorax* spp.), alcids, great blue heron (*Ardea herodias*), steller sea lion (*Eumetopias jubatus*), dungeness crab (*Cancer magister*), surf smelt (*Hypomesus pretiosus*), coho (*Oncorhynchus kisutch*)

and chum (*O. keta*) salmon, chinook salmon (*Oncorhynchus tshawytscha*), steelhead trout (*Oncorhynchus mykiss*), and bull trout (*Salvelinus confluentus*).

Salmonids may be present at or near the site as they traverse the Hylebos Waterway to Hylebos Creek. Piscivorous birds, migratory birds, and songbirds may also be found at or near the site as they forage/hunt or migrate along the Pacific Flyway.

However, the industrialized areas of the lower Hylebos Creek do not provide quality habitat for migratory bird species. Likewise, bocaccio, yelloweye rockfish, southern resident killer whales, humpback whales, and marbled murrelets are not likely to be at or near the site due to a lack of suitable habitat.

Surrounding Area:

19. The site is located within the southeastern part of the Port, adjacent to SR-509 and railroad tracks to the east and south, the Hylebos Waterway to the northeast, and Hylebos Creek to the southeast. The adjacent uses within the Port are port, maritime and/or industrial uses. Typically, those uses along a shoreline, are also water-related, water-oriented, or water-dependent uses.
20. The site is surrounded by the S-13 Marine Waters of the State Shoreline District, S-10 District, S-12 Hylebos Creek District, and M-2 Heavy Industrial District, with corresponding natural and high intensity environment designations under the TSMP or heavy industrial under the Comprehensive Plan.
21. Adjacent areas along the shoreline of the project site are significantly developed. The immediate intertidal areas located on either side of the Pony Dock are sparsely vegetated and contain a lot of wood and concrete debris which is proposed to be removed for mitigation.
22. Himalayan blackberry (*Rubus bifrons*), scotch broom (*Cytisus scoparius*), and other miscellaneous herbaceous plants were the dominant upland vegetation along the shoreline. To the west of the project area, some rockweed (*Fucus vesiculosus*) was observed on the beach. No eelgrass or kelp were present. Approximately 60 feet east of the project area, a five to six-foot wide strip of *Salicornia* sp. extends to the east towards Hylebos Creek along the shoreline. Two bunches of common rush (*Juncus effusus*) were also observed approximately 125 feet east of the project area.
23. Red alder (*Alnus rubra*), black cottonwood (*Populus trichocarpa*), and paper birch trees (*Betula papyrifera*) are present along the east edge of the adjacent property to the west of the subject site.

Additional Information:

24. This original application for the Pony Dock portion of the project was on March 13, 2023. Around this time, staff was also reviewing a site development permit application for the stormwater improvements, for which a SSDP would be required. As such, this application was on hold for about seven months so the Port could update this application to include both proposals. Thus, the application was determined to be technically complete on October 17, 2023.
25. The Port, as the SEPA Lead Agency for this proposal, issued its Determination of Non-Significances (DNS) for the Pony Dock and Stormwater Conveyance proposals on September 2, 2022, and July 28, 2023, respectively. The DNS and environmental checklist for each are contained within Exhibit B.

26. An Inadvertent Discovery Plan (IDP) for the potential uncovering of cultural and historic resources at the site was submitted. Staff received comments from the City's Historic Preservation Officer and the Puyallup Tribe. Conditions have been added for this report and decision that are consistent with the preservation requirements for archaeological, cultural and historic resources under TSMP 19.06.030. See Exhibits J and K.

Notification and Comments:

- 27. Public notice was sent to all occupants/property owners within 400 feet of the site, as well as qualified neighborhood groups, local, State, and federal resource agencies on October 30, 2023, and two public notification signs were posted within seven days of the start of the 30-day comment period.
- 28. No public or outside agency comments were received as a result of the public notice.
- 29. The following City staff reviewed the application: Carleen Bruner and Britany Avila, Real Property Services Division; Lucas Shaddock, Building Code; Karla Kluge, Land Use/Critical Areas; Chris Seaman, Tacoma Fire Department; Joy Rodriguez, Site Development; Dan Reed, Tacoma Power; Heather Croston, Tacoma Water; Vicki Marsten and Jennifer Kammerzell, Traffic Engineering; Lyle Hauenstein, Solid Waste Review; Reuben McKnight, Historic Preservation; and Craig Kuntz, Geotechnical Review.

The Director gives substantial weight to the City and outside agency reviewers, as they are the subject matter experts for each of their respective disciplines and jurisdiction.

All comments from staff received are provided as either conditions for this report and decision or contained as City Staff Advisory Comments within Exhibit K.

Applicable Regulations and Analysis:

- 30. With regards to critical areas and marine shoreline protection, the proposal, critical area reports and project documents were reviewed by Karla Kluge, the City's Senior Environmental Specialist and the subject matter expert for critical area review within Planning and Development Services (PDS). In addition to reviewing the application materials, Ms. Kluge visited the site and its surrounding area. Ms. Kluge provided a comprehensive technical memorandum indicating that the proposal, if conditioned as recommended, complies with the requirements of TSMP.
- 31. The Director notes that substantial weight is given to Ms. Kluge's review of the proposal for potential impacts to the shoreline and its critical areas. Her comments are included in Attachment B and in some cases, are repeated verbatim herein.
- 32. WAC 173-27-140 allows that:
 - (1) No authorization to undertake use or development on shorelines of the state shall be granted by the local government unless upon review the use or development is determined to be consistent with the policy and provisions of the Shoreline Management Act (SMA) and the master program.
 - (2) No permit shall be issued for any new or expanded building or structure of more than 35 feet above average grade level on shorelines of the state that will obstruct the view of a substantial number of residences on areas adjoining such shorelines except where a master program does not prohibit the same and then only when overriding considerations of the public interest will be served.

Staff Analysis: The applicant has followed all procedural requirements for the SSDP application and has demonstrated compliance with applicable regulations and policies as

analyzed below. The permit review will ensure consistency with both the SMA and TSMP. All proposed structures and development activity will be at-grade or underground. See Attachment A.

33. WAC 173-27-150 allows that:

- (1) A substantial development permit shall be granted only when the development proposed is consistent with:
 - (a) The policies and procedures of the act;
 - (b) The provisions of this regulation; and
 - (c) The applicable master program adopted or approved for the area. Provided, that where no master program has been approved for an area, the development shall be reviewed for consistency with the provisions of Chapter 173-26 WAC, and to the extent feasible, any draft or approved master program which can be reasonably ascertained as representing the policy of the local government.
- (2) Local government may attach conditions to the approval of permits as necessary to assure consistency of the project with the act and the local master program.

Staff Analysis: The proposal was designed and will be developed to meet all requirements, as conditioned, of the TMC and TSMP.

The applicant requested the SSDP to repair the existing Pony Dock with new rip rap and grout and a new stormwater outfall to be located within 200 feet of the OHWM of the Hylebos Waterway.

The Director notes that the priorities of the SMA are for water-dependent, water-related and water-oriented development, public access, and ecological restoration. With regards to the goals of the SMA, the proposal will increase the ecological function of the shoreline and mitigate for impacts to the intertidal area of Commencement Bay through removal of concrete and wood debris along the adjacent shoreline areas at a 1:1 ratio based on impact area. See Attachment B.

As noted earlier, the TSMP states that the intended purpose of the S-10 District is to allow the continued development of the Port Industrial Area. This is balanced by the purpose of the high-intensity environment, which is to provide for high-intensity water-dependent and water-oriented mixed-use commercial, transportation, and industrial uses while protecting existing ecological functions and restoring ecological functions in areas that have been previously degraded.

The proposal will ensure that the permitted upland industrial uses may be maintained. Further, the shoreline area itself will be improved with the removal of concrete and woody debris at a 1:1 ratio and additional clean up area within the intertidal shoreline area. Both mitigation proposals have been approved by WDFW through the HPAs issued for this application. See Attachment B and Exhibits E, G, and H.

34. The modification of a shoreline and/or marine buffer is subject to the site review regulations and policies within the following TSMP sections:

TSMP 19.06.040.D. - Critical Areas and Marine Shoreline Protection.

1. General Regulations.

a. Shoreline use and development shall be carried out in a manner that prevents or mitigates adverse impacts so that no net loss of existing ecological functions occurs; in assessing the potential for net loss of ecological functions or processes, project specific and cumulative impacts shall be considered.

b. Any shoreline development proposal that includes modification in or adjacent to a critical area or buffer is subject to the review process in TSMP Section 19.02.040.B.

Staff Analysis: For the Pony Dock proposal, the applicant argues, and staff agrees, that impacts to the shoreline cannot be fully avoided, that the proposed slope repair and abutment reinforcement is designed to minimize potential direct and indirect impacts and will improve the habitat on the project site at the head of the Hylebos Waterway. The design follows the mitigation sequence outlined in the State of Washington's Hydraulic Code. Project components have been incorporated to enhance biological and ecological functions while also improving the safety of the facility. When coupled with the proposed debris removal from the project site, it is anticipated that the proposal will result in no net loss of habitat functions and values in compliance with the Hydraulic Code. The biological evaluation determined that the project will not adversely affect salmon, groundfish and coastal pelagic essential fish habitat.

For the stormwater proposal, the applicant argues, and staff agrees, that the proposal will allow for improved treatment and flow of existing stormwater and allow a crushed and blocked conveyance to be capped and decommissioned. This work will result in improvements to water quality, while minimally altering the upper nearshore. Temporal impacts from extending the life of an approximately 36-square-foot section of riprap will be mitigated with the debris removal at a 1:1 ratio. The four-foot by two-foot section of trenching (approximately eight square feet) that will occur below OHWM on the degraded slope will be refilled as soon as pipe work is complete. This will result in only a short-term disturbance of the shoreline. This portion of shoreline is armored and overgrown with blackberry.

The stormwater proposal is also within the S-10 District which supports continued use by the Port's tenants. Disturbance in the upland will occur only in the paved, heavily used, industrial lot. Within the shoreline buffer, a four-foot by 50-foot trench (approximately 200 square feet) will be excavated in the asphalt parking lot (that runs perpendicular to the shoreline) to access the pipes. This trench will be filled and re-paved to return the lot to the existing condition and will not alter the shoreline buffer function. The treatment system will be placed further than 50 feet from the shoreline. The new system will result in improved water quality of effluent exiting the outfall. This proposal is consistent with the intent of the S-10 District shoreline designation. The stormwater project will result in no net loss of ecological function of the marine environment.

2. Critical Area and Buffer Modification.

a. Modification of a critical area or buffer is prohibited except when:

1) Modification is necessary to accommodate an approved water-dependent or public access use, including trails and/or pedestrian/bicycle paths; provided, that such development is operated, located, designed and constructed to minimize and, where

possible, avoid disturbance to shoreline functions and native vegetation to the maximum extent feasible; or....

3. General Mitigation Requirements and Mitigation Sequencing.

a. If modification to a critical area or buffer is unavoidable, the alteration shall be mitigated so as to result in no net loss of shoreline ecological functions and/or critical area functions or processes.

c. Type and Location of Mitigation

(4) High-Intensity and Downtown Waterfront Environments:

(a) The preference for compensatory mitigation is for innovative approaches that would enable the concentration of mitigation into larger habitat sites in areas that will provide greater critical area or shoreline function.

TSMP 19.06.040.E. - Marine Shorelines.

1. Classification.

a. Marine shorelines include all marine “shorelines of the state”, including commencement Bay and the Tacoma Narrows, as defined in RCW 90.58.030 within the City of Tacoma.

2. Marine Shoreline Buffers.

a. A buffer area shall be maintained on all marine shorelines for all non-water-dependent and public access uses adjacent to the marine shoreline to protect and maintain the integrity, functions, and processes of the shoreline and to minimize risks to human health and safety. The buffer shall be measured horizontally from the edge of the ordinary high-water mark landward.

b. Buffers shall consist of an undisturbed area reserved for the protection of existing native vegetation or areas reserved for priority uses (water-dependent uses and public access), including restoration established to protect the integrity, functions, and processes of the shoreline. Required buffer widths shall reflect the sensitivity of the shoreline functions and the type and intensity of human activity proposed to be conducted nearby.

c. Buffer widths shall be established according to Table 6-1.

Table 6-1. Standard Marine Buffers

Marine Habitat Area	Buffer Width (feet)
S-1a, S1b	50
S-2	115
S-3, S-4	200
S-5, S-6, S-6/7, S-7	115
S-8, S-10	50
S-11	115
S-12	200
S-15	50

3. Marine Shoreline Buffer Reductions.

- a. All uses and development within a reduced buffer remain subject to mitigation sequencing and any unmitigated impacts resulting from a buffer reduction are required to be compensated pursuant to TSMP Section 19.06.040.D.1 through 5 to achieve no net loss of ecological functions.
- b. In all shoreline designations, water-dependent and public access uses and development may reduce the standard buffer such that direct water access is provided.
- e. 'High-Intensity' and 'Downtown Waterfront' Designated Shorelines: Buffer reductions for water-related and water-enjoyment uses, including water-oriented portions of mixed-use development, shall not exceed one half (1/2) the standard buffer width. Further reductions shall only be allowed through a shoreline variance.
- f. The remaining buffer on-site shall be enhanced or restored to provide improved function and protection.

4. Marine Shoreline Mitigation Requirements.

- a. All marine shoreline buffer mitigation shall comply with applicable mitigation requirements specified in TSMP Sections 19.06.040.D.3 and 4 and 19.06.040.E.4 and 5 including, but not limited to, mitigation plan requirements, monitoring and bonding.

5. Marine Shoreline Mitigation Ratios.

- a. The following mitigation ratios are required for impacts to the marine shoreline buffer. The first number specifies the area of replacement shoreline buffer area, and second specifies the area of altered shoreline buffer area.

(1) 1:1 for areas on the parcel or on a parcel that abuts the ordinary high watermark within one quarter (1/4) mile along the shoreline from where the vegetation removal, placement of impervious surface or other loss of habitat occurred.

Staff Analysis: Modification to the marine buffer is permitted for both proposals as they are both water-dependent uses. The site is located within the S-10 Shoreline District which has a required 50-foot marine buffer.

The proposal provides for the required 1:1 on-site marine shoreline buffer mitigation ratio. While the application initially proposed using the Port's advance mitigation credits from its Place of Circling Waters site to offset impacts from the Pony Dock proposal under TMC 19.06.040.D.3.c.(4)(a) and as noted within the Biological Evaluation (Exhibit F), this was not pursued as it was found that on-site cleanup of the adjacent shoreline and intertidal shoreline area will meet the required 1:1 on-site mitigation ratio for both proposals.

35. TSMP 19.06.050.D. and TSMP 19.07.060.B. - Public Access and Port/Industrial Use Regulations. Under these sections, port/industrial uses shall include public access to shorelines.

Staff Analysis: Since most of the Port of Tacoma contains heavy industrial, cargo, and shipping terminal uses, the public is generally not allowed near its shoreline for safety and security reasons. However, the Port and the City signed an interlocal agreement, under City Council Resolution No. 38706, to provide a Public Access Alternatives Plan consistent with WAC 173-26-221(4)(c). This agreement provides public access in locations that are consistent with the community vision, promote public safety and natural resource preservation, and protect the future land supply and operations of water-oriented industrial uses.

In this case, public access is available upstream at the Place of Circling Waters and across Hylebos Creek at the Mowitch Restoration Area.

36. The Stormwater proposal will comply with the applicable regulations for utilities under TSMP 19.07.130.B.1.
- a. Utility development shall, through coordination with local government agencies and utility providers, allow for compatible, multiple uses of sites and right-of-ways.
 - b. Utilities shall be designed and installed to meet future needs when possible.

Staff Analysis: The applicant argues, and staff agrees, that the new conveyance system is located on a private parcel but consolidates two conveyances into one. The parcel is already fully paved with multiple conveyances for stormwater, so no new needs are anticipated in the near future. The new system is larger than the original, so it can accommodate more flow if the need were to arise.

37. The stormwater proposal will comply with the applicable regulations for utilities under TSMP 19.07.130.B.2.
- c. Minor utilities are allowed as a permitted use, provided that within the Natural Designation, it has been determined that no other feasible alternative exists.

Staff Analysis: The applicant argues, and staff agrees, that the proposed stormwater proposal is a replacement of a single stormwater conveyance, not a main or a larger system. Because the site is water-dependent, the stormwater gathered is routed to the nearby Hylebos Waterway. To avoid new impacts of creating new systems, replacement within the same trench as the existing pipe is the best alternative.

38. The stormwater proposal will comply with the applicable regulations for utilities under TSMP 19.07.130.B.3.
- a. New distribution lines or extension of existing distribution lines shall only be permitted underground, unless otherwise specified, or where the applicant can demonstrate that, due to economic, technical, environmental, or safety considerations, placing utilities underground is infeasible.
 - d. Utilities shall be located within roadway and driveway corridors and right-of-ways wherever feasible. Joint use of right-of-ways and corridors is encouraged.

Staff Analysis: The applicant argues, and staff agrees, that the replacement conveyance will be installed underground under a fully paved, industrial lot. The conveyance will consolidate stormwater from two existing conveyances at the site.

39. Finally, the proposed stormwater proposal will comply with the following applicable regulations concerning environmental protection listed in the TSMP 19.07.130.B.4.
- a. The design, location, and maintenance of utilities shall be undertaken in such a manner as to assure no net loss of ecological functions, preserve the natural landscape, and minimize conflicts with present and planned land and shoreline uses.
 - b. Utilities shall be installed in such a manner that all banks are restored to a stable condition, replanted, and provided maintenance care until the newly planted vegetation is established. Plantings shall be native species or be similar to vegetation in the surrounding area.
 - c. Construction of new storm drains or other outfalls into water bodies and improvements to existing facilities shall be accomplished to meet all applicable standards of water quality.

- d. Outfalls shall be located and constructed in accordance with regulations of Ecology, the U.S. Environmental Protection Agency and any other agency having regulatory jurisdiction.
- e. To protect the aesthetic qualities of the shoreline, new utility lines including electricity, communications, and fuel lines shall be located underground, unless otherwise specified, or where the applicant can demonstrate that, due to economic, technical, environmental, or safety considerations, placing utilities underground is infeasible.
- i. Utility developments shall be located and designed so as to avoid, to the extent practicable, the need for any structural or artificial shoreline modification works for the life of the project.
- k. Installation of utilities shall assure the prevention of siltation or beach erosion.

Staff Analysis: The applicant argues, and staff agrees, that the Stormwater proposal has been designed for no net loss of ecological function by minimizing the size of the impact to the critical area to only 36 square feet and by offsetting that impact through debris removal at a 1:1 ratio.

Upland disturbance will be limited to a paved, heavily trafficked, industrial lot. The bank will be restored to stable condition through placement of riprap, which will also protect against scour. Some Himalayan blackberry may be removed during trenching for pipe placement, but impacts of this will be temporary as blackberry is quick to revegetate. Also, native plants planted within the seven-foot, three-inch stretch of heavily overgrown blackberry bushes will be quickly outcompeted by the blackberry. A small strip of saltmarsh vegetation may also be removed if present within the footprint of the excavation/riprap area.

Offsets to these impacts will be completed through removal of debris on the shoreline at a 1:1 ratio of saltmarsh vegetation to debris. The new conveyance and outfall will be lower than existing, but will result in improved water quality, and will be constructed in accordance with all agencies having jurisdiction. The system will be located underground, though the existing aesthetic along the portion of shoreline that is heavily industrial, and the new stormwater system will not alter the aesthetic.

The riprap replacement surrounding the outfall has been designed to avoid the need for structural or artificial shoreline modification for the life of the project. The outfall will be outfitted with an inline check valve to reduce seawater intrusion into the conveyance system, and riprap will be placed to protect and support the outfall and provide scour protection from the treated effluent exiting the outfall. During construction, contractors will adhere to best management practices (BMPs) to prevent siltation and beach erosion. Shoreline work will be conducted in the dry season, whenever possible.

- 40. The mitigation proposal to provide restoration within a degraded intertidal area for the small upland area impacted within the marine buffer is an on-site, out-of-kind mitigation proposal that would provide greater benefits to the marine species present within the area. The Himalayan blackberry will continue to provide a vegetated shrub layer, is self-restoring, and will repopulate the impacted area quickly.
- 41. The Pony Dock proposal will comply with the applicable regulations for Shoreline Stabilization under TSMP 19.08.030.C.1.
 - a. Shoreline stabilization shall be designed, located, and mitigated to achieve no net loss of ecological functions.

Staff Analysis: The applicant argues, and staff agrees, that the stabilization will be placed over an existing engineered slope beneath a working industrial pier. The riprap will be above +9 feet Mean Low Low Water (MLLW) and will be in the dry for much of the day. To offset any impacts from this, debris from lower down in the shoreline will be removed at a 1:1 ratio, and thus the Pony Dock proposal will result in no net loss of ecological function.

- b. Shoreline stabilization shall be permitted only where appropriate to the specific type of shoreline and environmental conditions for which it is proposed.

Staff Analysis: The applicant argues, and staff agrees, that the environmental conditions at the Pony Dock location are consistent with the site's S-10 District, High Intensity shoreline designations: 1) the engineered slope with debris underneath an existing solid pier and abutment; and 2) the proposed slope protection is consistent with the existing and expected uses of the facility, which includes barging equipment and materials to and from the site.

- c. All shoreline stabilization measures shall be constructed to minimize damage to fish and shellfish habitat and shall conform to the requirements of the WDFW Hydraulics Code.

Staff Analysis: The applicant argues, and staff agrees, that the stabilization will be constructed at +9 feet MLLW and higher over an existing engineered/degraded slope underneath a solid pier and abutment. This area does not provide suitable habitat for fish and shellfish. Debris will be removed along the adjacent shoreline and at lower tidal elevations at a 1:1 ratio to offset any minor impacts of riprap placement above +9 feet MLLW.

- f. Shoreline stabilization structures shall not be permitted for the direct or indirect purpose of creating land by filling behind the structure.

Staff Analysis: The applicant argues, and staff agrees, that the proposal is a maintenance project involving an existing Port industrial pier. The proposed riprap is intended to support the pier and abutment. No land will be created, directly or indirectly, through completion of the Pony Dock proposal.

- h. New structural shoreline armoring may be permitted, and existing structural shoreline armoring may be expanded when one or more of the following apply:
(3) When necessary to protect public transportation infrastructure or essential public facilities and other options are infeasible.

Staff Analysis: The applicant argues, and staff agrees, that the existing pier is used for offloading construction materials at a Port-owned facility. This is the most feasible location for this project to occur because it is maintenance and reinforcement of an existing facility, and thus, no new impacts are anticipated.

- i. Proposals for new, expanded, or replacement structural shoreline armoring permitted under this program shall clearly demonstrate all of the following:
(1) The erosion is not being caused by upland conditions, such as the loss of vegetation and drainage;
(2) Nonstructural measures, such as placing the development further from the shoreline, planting vegetation, or installing on-site drainage improvements, are not feasible or not sufficient;
(3) The need to protect primary structures from damage due to erosion is demonstrated through a geotechnical report. The damage must be caused by natural processes, such as tidal action, currents, and waves;

(4) The erosion control structure will not result in a net loss of shoreline ecological functions.

Staff Analysis: The applicant argues, and staff agrees, that the erosion at the site was caused by undermining underneath the existing abutment. It has occurred from years of tidal action and prop wash from maneuvering vessels wearing away the sediment from the waterward side. Vegetation and drainage conditions have not changed since the facility was constructed.

Nonstructural measures are not feasible for the Pony Dock proposal. Placement of the development further from the shoreline would require full replacement of the facility - demolition of the existing abutment and reconstruction of the abutment and pier structure. The existing infrastructure is in good condition. Therefore, demolition and reconstruction would be wasteful, both economically and environmentally, as that would be a considerably larger, more damaging undertaking than this repair and stabilization proposal.

A Facility Condition Assessment Report (FCAR) was prepared in 2021 by engineers at Moffat & Nichol (Moffat & Nichol 2021). The assessment of the abutment states: "Major undermining 30-feet wide by nine-feet deep by four-feet high was observed from 0:B.5 to 0:E, as shown in Photo 34 in the report. The undermining has not resulted in a reduction in structural capacity of the abutment since the abutment is fully supported by the timber batter piles, however, continued undermining may result in sinkholes in the upland paved area." The repair recommendation is to "Install slope protection to prevent further undermining of the abutment." The Pony Dock proposal aims to fulfill this recommendation.

Finally, the riprap that will be placed at and above +9 feet MLLW on an existing degraded, engineered slope, is scattered with debris and is located largely under a solid pier and abutment. The riprap will not result in a net loss of shoreline ecological function.

- j. When evaluating the need for new, expanded, or replacement structural shoreline armoring, the Director shall require the applicant to examine and implement alternatives to structural shoreline armoring in the following order of preference:
- (1) No action (allow the shoreline to retreat naturally);
 - (2) Increased building setbacks and/or relocated structures;
 - (3) Use of flexible/natural materials and methods, vegetation, beach nourishment, protective berms or bioengineered shoreline stabilization.

Staff Analysis: The applicant argues, and staff agrees, that allowing the shoreline to continue to erode would render this existing work pier unfit for use, thus removing a Port facility. Further erosion would cause the abutment to collapse into the water and threaten the upland facility, while causing significant environmental damage.

Relocating the structure would require all new impacts at a new facility. The Pony Dock proposal would maintain an existing facility at a disturbed site, thus allowing undisturbed areas to remain undisturbed.

Hard armoring is required for stabilization at this site due to its use for offloading construction materials. Stabilization must be robust enough to support the abutment plus the loads being transported on and off the pier, as well as potential prop wash and wave action from industrial uses on the waterway.

- k. The City shall require applicants for new, expanded, or replacement structural shoreline armoring to provide credible evidence of erosion as the basis for documenting that the

primary structure is in imminent danger from shoreline erosion caused by tidal action, currents, or waves. The evidence shall:

- (1) Demonstrate that the erosion is not due to landslides, sloughing or other forms of shoreline erosion unrelated to water action at the toe of the slope; and
- (2) Include an assessment of on-site drainage and vegetation characteristics and their effects on slope stability.

Staff Analysis: The applicant argues, and staff agrees, that the 2021 FCAR (Moffatt & Nichol 2021) site photos contained within the critical area report show the erosion is caused by undermining from tidal and wave action and not from landslides, sloughing or other forms of shoreline erosion.

The area to be reinforced is mostly under an existing pier and abutment with no vegetation present. Current drainage for the pier is through a catchment basin which leads to an outfall located adjacent to the dock, but outside the Pony Dock proposal area. The abutment is a connector between the paved upland site and the pier/dock. There is no upland vegetation at that portion of the Pony Dock proposal area. Upland vegetation immediately adjacent to the abutment is Himalayan blackberry and scotch broom.

- n. Geotechnical reports pursuant to this section that address the need to prevent potential damage to a primary structure shall address the necessity for shoreline stabilization by estimating time frames and rates of erosion and report on the urgency associated with the specific situation. As a general matter, hard armoring solutions should not be authorized except when a report confirms that there is a significant possibility that a structure will be damaged within three years as a result of shoreline erosion in the absence of such hard armoring measures, or where waiting until the need is that immediate, would foreclose the opportunity to use measures that avoid impacts on ecological functions. All geotechnical reports shall also identify any potential impacts to downstream structures.

Staff Analysis: The applicant notes, and staff agrees, that the 2021 FCAR recommends a two-year inspection cycle for all components of the Pony Dock facility. The report states: "Repair recommendations, based on observations from the 2021 facility condition assessment effort, are provided below: ...Install slope protection to prevent further undermining of the abutment." The structure is on a two-year inspection cycle so should be reinspected this year.

- o. Shoreline stabilization structures shall be limited to the minimum size necessary.

Staff Analysis: The applicant argues, and staff agrees, that the design of the Pony Dock proposal limits the coverage of riprap to the minimum size necessary to support the abutment and stabilize the slope. Riprap will cover a 60.5-foot by 17-foot section of shoreline at and above +9 feet MLLW. Total area of coverage is 1,030 square feet.

42. The Pony Dock proposal will comply with the applicable regulations for Fill and Excavation under TSMP 19.08.040.B.1.
 - a. Fill placed waterward of the OHWM is prohibited except for the following instances:
 - (1) Water-dependent use.
 - d. Fill and excavation shall be considered only where such construction can be integrated with the existing shoreline.

- e. Fill and excavation shall not be authorized unless a specific use for the site has been evaluated and permitted; speculative fill and excavation shall be prohibited in all Shoreline Districts.
- f. Applications for fill or excavation shall address methods which will be used to minimize damage of the following types:
 - (1) Biota:
 - (a) Reduction of habitat;
 - (b) Reduction of feeding areas for shellfish, fishlife, and wildlife;
 - (c) Reduction of shellfish, fishlife, and wildlife reproduction areas; and
 - (d) Reduction of fish migration areas.
- g. All perimeters of fills shall use vegetation, retaining walls, or other means for erosion control.
- h. Only materials that comply with State Water Quality Standards may be used in permitted fill projects.
- i. Dust control measures, including plants and vegetation where feasible, shall be taken in all fill and excavation projects.

Staff Analysis: The applicant argues, and staff agrees, that proposal will occur at an existing water-dependent use facility.

The fill will be placed to restore the original grade of the shoreline underneath the pier and abutment. The fill will not project beyond +9 feet MLLW for either project or create an obstruction to water flow or fish migration. Debris will be removed from the site's shoreline at a 1:1 ratio of riprap to debris removal.

The site is a working pier and lot used for offloading construction materials. Fill would be used to stabilize the existing slope in order to allow for continued use of Pony Dock and to protect the replaced outfall and the shoreline from erosion; therefore, it is not speculative.

The Pony Dock proposal will reinforce and stabilize an existing degraded, engineered slope scattered with debris. The slope is positioned mostly underneath a pier and abutment, and the work would occur at and above +9 feet MLLW. The Stormwater proposal will also improve stormwater treatment at the site.

Although there is a small amount of saltmarsh vegetation, the project areas are heavily silted and littered with debris on an engineered slope, and thus do not contain suitable habitat for feeding or reproduction for shellfish, fish life, and wildlife. Further, the combination of the high elevation in the intertidal and the location underneath a solid pier/abutment of the Pony Dock, minimizes the likelihood of it being used by fish migrating between Hylebos Creek and Puget Sound.

However, to offset any possible impacts to habitat, including feeding, reproduction, or migration areas, debris will be removed at a 1:1 ratio of square footage of riprap placed to debris removal. Debris removal will occur along the site's shoreline, much of which occurs in more tidally inundated areas than the riprap. Construction work will be done during in-water work windows to further minimize any disturbance to the aquatic environment. BMPs, as outlined in the Critical Areas Report by Grette Associates in 2022, will be closely followed. This includes work that will be conducted in the dry from a floating barge or from the beach using small equipment, and barges will not ground out.

The graded slope and gravel will be topped with riprap, which will control for erosion. The size of the material has been engineered for the purpose of erosion prevention. Fill will be clean and comply with State Water Quality Standards.

Finally, riprap will be used so dust will not be an issue for Pony Dock proposal and the Stormwater proposal will implement dust control measures. Both will follow all applicable construction BMPs.

43. The TSMP and Comprehensive Plan provide the following policy guidance for sites with critical areas and adjacent to the Puget Sound/Commencement Bay shorelines:

TSMP 19.04.040 - Policies for Shorelines of Statewide Significance.

- A. The statewide interest should be recognized and protected over the local interest in shorelines of statewide significance.
- B. To ensure that statewide interests are protected over local interests, the City shall review all development proposals within shorelines of statewide significance for consistency with RCW 90.58.020 and the following policies:
 - 1. Redevelopment of shorelines should be encouraged where it restores or enhances shoreline ecological functions and processes impaired by prior development activities.
 - 2. Ecology, the Puyallup Tribe, and other resource agencies should be consulted for development proposals that could affect anadromous fisheries.
 - 3. The range of options for shoreline use should be preserved to the maximum possible extent for succeeding generations. Development that consumes valuable, scarce, or irreplaceable natural resources should not be permitted if alternative sites are available.
 - 4. Potential short term economic gains or convenience should be measured against potential long term and/or costly impairment of natural features.
 - 5. Protection or enhancement of aesthetic values should be actively promoted in new or expanding development.
 - 6. Resources and ecological systems of shorelines of statewide significance should be protected.
 - 7. Those limited shorelines containing unique, scarce and/or sensitive resources should be protected to the maximum extent feasible.
 - 8. Erosion and sedimentation from development sites should be controlled to minimize adverse impacts on ecosystem processes. If site conditions preclude effective erosion and sediment control, excavations, land clearing, or other activities likely to result in significant erosion should not be permitted.
 - 9. Public access development in extremely sensitive areas should be restricted or prohibited. All forms of recreation or access development should be designed to protect the resource base upon which such uses in general depend.
 - 10. Public and private developments should be encouraged to provide trails, viewpoints, water access points and shoreline related recreation opportunities whenever possible. Such development is recognized as a high priority use.
 - 11. Development not requiring a waterside or shoreline location should be located upland so that lawful public enjoyment of shorelines is enhanced.

Policy EN-1.5 - Protect the quantity, quality and function of high value environmental assets identified in the City's natural resource inventories, including:

- a. Rivers, lakes, streams and associated riparian uplands.
- h. Shorelines.
- i. Native and other vegetation species and communities that provide habitat value.
- j. Habitat complexes and corridors, rare and declining habitats such as wetlands, native oak and habitats that support special-status or at-risk plant and wildlife species.
- k. Other natural resources as identified.

Policy EN-1.6 - Direct development activities away from critical natural features such as steep slope areas and unstable soils, wooded areas, shorelines, aquatic lands, and other unique and high value natural areas when planning for growth.

Policy EN-1.17 - Assess and periodically review the best available science for managing critical areas and natural resources and utilize the development of plans and regulation while also taking into consideration Tacoma's obligation to meet urban-level densities under the Growth Management Act.

Policy EN-1.29 - Protect processes and functions of Tacoma's environmental assets (wetlands, streams, lakes) in anticipation of climate change impacts.

Policy EN-3.1 - Ensure that the City achieves no-net-loss of ecological functions over time.

Policy EN-3.19 - Protect and retain wetland, rivers, streams, and lakes through use of BMPs, managing and treating stormwater runoff, protecting adjacent native vegetation, removing invasive plant species and limiting the use of fertilizers/pesticides or other chemicals.

In addition, the proposal is consistent with the following applicable policies for general Port/Industrial and utility uses and under TSMP 19.07.060.A.1. and 19.07.130.A.

TSMP 19.07.060.A.1. - Port/Industrial Use.

- c. Public access and ecological restoration should be considered as potential mitigation of impacts to shoreline resources for all water-related and -dependent port and industrial uses consistent with all relevant constitutional and other legal limitations on the regulation of private property, per TSMP Section 19.06.050, Public Access.
- d. Expansion or redevelopment of water-dependent port and industrial facilities and areas should be encouraged, provided it results in no net loss of shoreline functions.
- g. The cooperative use of docking, parking, cargo handling and storage facilities should be strongly encouraged in waterfront industrial areas.
- i. Port and industrial uses should be encouraged to permit viewing of harbor areas from viewpoints, and similar public facilities, which would not interfere with operations or endanger public health and safety.

TSMP 19.07.130.A. - Utilities.

- 1. Design, location, and maintenance of utilities is required to assure no net loss of ecological functions.
- 4. Prohibit utilities in wetlands and other critical areas unless no other practicable alternative exists.

5. Ensure that whenever utilities must be placed in a shoreline area, the location is chosen to:
 - a. Meet the needs of future populations in areas planned to accommodate this growth. Utilize existing transportation and utility sites, right-of-ways, and corridors, whenever possible.
 - b. Encourage joint use of right-of-ways and corridors.
 - c. Preserve scenic views and aesthetic qualities of the shoreline area.
 - d. Be located such that shoreline armoring and defense works will not be required for the life of the project.
 - e. Non-water-oriented parts of wastewater treatment, water reclamation, desalinization, and power plant facilities shall be located outside shoreline jurisdiction, unless it can be demonstrated that no other feasible option is available.
6. Utilities within shorelines should be under-grounded where practicable.
7. Upon completion of utility installation/maintenance projects on shorelines, banks should be restored to pre-project configuration, replanted, and provided maintenance care until the newly planted vegetation is established. Plantings should be native species and/or be similar to vegetation in the surrounding area.
9. Placement of utilities in shoreline areas should be planned and designed to avoid degradation of the shorelines and shoreline views during and after installation.

CONCLUSIONS²

1. Provided the conditions of approval are met, the proposal meets the criteria identified in WAC 173-27-150 for approval of a Shoreline Substantial Development Permit as follows:
 - a. The proposal, as conditioned, has been found to be consistent with the policies and procedures of the SMA.
 - b. The proposal, as conditioned, has been found to be consistent with the provisions of WAC 173-27-150.
 - c. The proposal, as conditioned, has been found to be consistent with the TSMP.
2. The Director concludes that the Pony Dock and stormwater proposals have met the shoreline requirements under the TSMP and the avoidance and minimization requirements regarding anticipated impacts to the intertidal area and marine buffer.

The applicant cannot avoid all impacts, nor minimize further and meet the requirements to maintain the safe use of the Pony Dock or provide a fully functioning and water quality compliant system to the subject site. Likewise, the applicant cannot completely avoid the impacts for the stormwater proposal because the site is providing the natural discharge point

² Conclusions are based upon the applicable criteria and standards set forth in the TMC, the policies of the Comprehensive Plan, and the attachments, exhibits, and Findings of Fact listed herein. Any conclusion of law hereinafter stated which may be deemed a finding of fact herein is hereby adopted as such.

for collected terrestrial surface water runoff. However, the project will improve environmental conditions through improved water quality to the marine waters.

3. Both proposals are designed to minimize and mitigate in-water and marine buffer impacts to the greatest extent possible, and to compensate for the impacts that cannot be avoided. The compensatory mitigation actions that are proposed and in compliance with the HPA BMPs are anticipated to result in a net gain of ecological functions primarily through cleaning up nearshore habitats that are currently degraded or low functioning. The existing intertidal areas will be restored and enhanced through the removal of concrete and other assorted debris littering the intertidal habitat area.
4. The project as proposed is consistent with the S-13 and S-10 Shoreline Districts and the high intensity environment designations.
5. The applicant has met the shoreline requirements under the TSMP for the avoidance and minimization requirements regarding anticipated impacts to the FWHCA, wetland, and marine buffer.
6. The FWHCA includes all areas covered by the water within Commencement Bay including intertidal areas. These areas will be preserved and protected through design components and best available science construction practices, protection of salmonids under the approved fish windows, and with the cleanup of concrete rubble and debris within intertidal areas - all required by the HPAs issued for the Pony Dock and stormwater proposals.
7. The removal of debris within intertidal habitat areas will provide functional habitat improvements for the native fauna that inhabit the shoreline area along the project areas which will provide more available functional habitat for benthic invertebrates and forage fish.

All impacts associated with the Pony Dock and stormwater proposals will be fully mitigated exceeding the required 1:1 mitigation ratio for a total of 7683.2 square feet restored for both projects combined.

8. No significant long-term negative habitat effects to the designated species and habitats are anticipated. Overall, the project effects will improve the benthic and intertidal habitat along the shoreline where debris will be removed promoting a healthy shoreline area that will result in ecological improvement within the vicinity of the project.
9. The project areas lie within identified floodplain areas; however, there is no risk of flooding within the Commencement Bay waters, the project does not affect negatively affect shoreline vegetated habitat along Commencement Bay, and no priority species are expected to be affected.
10. Based on the above findings and compliance with the proposed construction BMPs and mitigation, the requested proposal is consistent with the provisions and regulatory requirements of the TSMP and if properly conditioned, should not result in a loss of critical area functions and values. See Attachments A and B, Exhibits A - J, and Findings 1 - 43.

DECISION

Based upon the above findings and conclusions, the request for a Shoreline Substantial Development Permit is **Approved**, subject to the following conditions:

Conditions:

1. An IDP for the potential uncovering of cultural and historic resources at the site was submitted. The applicant shall provide evidence to the City and the Puyallup Tribe that the excavation of native sediments will be monitored by a qualified archaeologist.
In addition, the IDP shall be updated with the following contact information:
 - Department of Archaeology and Historic Preservation - Stephanie Jolivette (360) 628-2755
 - City of Tacoma Historic Preservation - Susan Johnson (253) 281-7445
2. The applicant shall conduct mitigation in accordance with the "Technical Memorandum, Port of Tacoma Pony Dock Maintenance Project: WDFW Mitigation Plan," Grette Associates, January 26, 2023, and the WDFW HPA's approved mitigation for the Stormwater Conveyance System Project.
3. The applicant shall inform the City when the debris is being removed. The applicant shall provide photographic evidence (before and after photographs) of the beach area that is cleaned up demonstrating a total of 7683.2 square feet was cleaned up along the beach.
4. The applicant shall comply with the project minimization measures, BMPs, and required mitigation contained within the HPAs issued for both the Pony Dock and stormwater proposals.
5. The applicant shall provide a copy of the Army Corps of Engineers permit for the Pony Dock proposal prior to any development permits being issued for the site.

Advisory Notes:

The notes below are meant to provide additional information to the applicant relative to the specific development proposal. These notes are not conditions of the permit, nor do they constitute a complete review of the project.

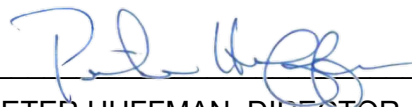
1. The decision set forth herein is only applicable to the proposed project as described above and based upon representations made and information submitted to the Director. Modifications to this proposal and future activities or development within the regulated buffers may be subject to further review and additional permits as required in accordance with the TMC.
2. City staff advisory comments for the development permit(s) for this proposal are contained within Exhibit K.
3. Any substantial change(s) or deviation(s) in such development plans, proposals, or conditions of approval imposed shall be subject to the approval of the Director and may require additional permitting and public notification and comment.
4. The applicant must obtain other approvals prior to obtaining permits for construction from the City 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 Army Corps of Engineers and WSDFW have requirements regarding work within regulated waters that may be applicable to the project.

5. The authorization(s) granted herein is/are subject to all applicable federal, state, and local laws, regulations, and ordinances. By accepting this/these approvals, the applicant represents that the developments and activities allowed will comply with such laws, regulations, and ordinances. If, during the term of the approvals granted, the developments and activities permitted do not comply with such laws, regulations, or ordinances, the applicant agrees to promptly bring such developments or activities into compliance.
6. This permit may be rescinded pursuant to RCW 90.58.140(8) of the Shoreline Management Act of 1971 and Section 19.02.090 of the TMC in the event the permittee fails to comply with any condition thereof.
7. Construction shall commence within two years after the effective date of the permit. Local government may, however, authorize a single extension for a period not to exceed one year based on reasonable factors if a request for extension has been filed before the expiration date. Authorization to conduct development activities shall terminate five years after the effective date of a shoreline permit, however, a single extension for a period not to exceed one year may be granted by local government if a request for extension has been filed before the expiration date.
8. Construction pursuant to this permit will not begin or is not authorized until 21 days from the "date of filing" with Ecology as that term is defined in WAC 173-27-130, or until all review proceedings initiated within 21 days from the "date of filing" have been terminated.

ENDANGERED SPECIES ACT WARNING:

The holder of this shoreline permit is responsible for compliance with the applicable provisions of the Endangered Species Act of 1973 (ESA) (16 U.S.C. 1531 et seq.), and this shoreline permit includes no representation or warranty of ESA compliance.

ORDERED this 29th day of August, 2024



PETER HUFFMAN, DIRECTOR

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

FULL DECISION TRANSMITTED by e-mail to the following:

Applicant Team: Kristin Evered - kevered@portoftacoma.com, Stanley Sasser - ssasser@portoftacoma.com, Sasha Ertl, Grette Associates - sashae@gretteassociates.com

Pierce County Office of the Assessor-Treasurer: Delane Hand - delane.hand@piercecounitywa.gov

Neighborhood Planning Team Members: Carol Wolfe, Shari Hart, Mary Henley, Pat Beard, and neighborhoodcouncils@cityoftacoma.org

Puyallup Tribe: SEPARReview@puyalluptribe-nsn.gov, Brandon.Reynon@PuyallupTribe-nsn.gov, Mike.Shong@PuyallupTribe-nsn.gov, Jennifer.M.Keating@puyalluptribe-nsn.gov, Andrew.Strobel@PuyallupTribe-nsn.gov

City Review Team: Carleen Bruner and Britany Avila, Real Property Services Division; Lucas Shadduck, Building Code; Karla Kluge, Land Use/Critical Areas; Chris Seaman, Tacoma Fire Department; Joy Rodriguez, Site Development; Dan Reed, Tacoma Power; Heather Croston, Tacoma Water; Vicki Marsten and Jennifer Kammerzell, Traffic Engineering; Lyle Hauenstein, Solid Waste Review; Reuben McKnight, Historic Preservation; and Craig Kuntz, Geotechnical Review.

SUMMARY OF DECISION TRANSMITTED by e-mail or first-class mail to the following:

All property owners within 400 feet of the subject site
North East Neighborhood Council
Railroads - pygbuhay@up.com, kkellem@cityoftacoma.org, scott.huston@bnsf.com,
perry.weinberg@soundtransit.org, steve.kennedy@soundtransit.org
WA Dept of Transportation - Dale Severson
City of Fife - clarson@cityoffife.org; jrice@cityoffife.org
Metro Parks - joeb@tacomaparks.com, martys@tacomaparks.com, alisa.ohanlonregala@tacomaparks.com
WA Dept of Fish and Wildlife - R6SSplanning@dfw.wa.gov
PC Assessor-Treasurer - delane.hand@piercecounitywa.gov
Port of Tacoma - twarfield@portoftacoma.com, dwilson@nwseaportalliance.com
U.S. Army Corps of Engineers (Pierce County West) - halie.endicott@usace.army.mil
TPCHD - sepa@tpchd.org
WA Dept of Ecology - zmey461@ecy.wa.gov
WA DNR - elyse.weaver@dnr.wa.gov
EPA - barton.justine@epa.gov

Puyallup Tribe of Indians, 3009 East Portland Avenue, Tacoma, WA 98404
U.S. Fish & Wildlife Service, Attn Judy Lantor, 510 Desmond Drive SE #102, Lacey, WA 98503
Tahoma Audubon Society, Attn Stuart Earley, PO Box 64068, University Place, WA 98464-0068
Communities for a Healthy Bay, 535 Dock Street, Suite 213, Tacoma, WA 98402

PURSUANT TO RCW 36.70B.130, YOU ARE HEREBY NOTIFIED THAT AFFECTED PROPERTY OWNER(S) RECEIVING THIS NOTICE OF DECISION MAY REQUEST A CHANGE IN VALUATION FOR PROPERTY TAX PURPOSES CONSISTENT WITH PIERCE COUNTY'S PROCEDURE FOR ADMINISTRATIVE APPEAL. TO REQUEST A CHANGE IN VALUE FOR PROPERTY TAX PURPOSES YOU MUST FILE WITH THE PIERCE COUNTY BOARD OF EQUALIZATION ON OR BEFORE JULY 1ST OF THE ASSESSMENT YEAR OR WITHIN 30 DAYS OF THE DATE OF NOTICE OF VALUE FROM THE ASSESSOR-TREASURER'S OFFICE. TO CONTACT THE BOARD, CALL (253) 798-7415 OR WWW.CO.PIERCE.WA.US/BOE.

RECONSIDERATION/APPEAL PROCEDURES

RECONSIDERATION:

Any person having standing under the ordinance governing this application and feeling that the decision of the Director is based on errors of procedure or fact may make a written request for review by the Director within 14 days of the issuance of the written order. The fee for reconsideration is **\$320.00**. This request shall set forth the alleged errors, and the Director may, after further review, take such further actions as deemed proper, and may render a revised decision.

A request for RECONSIDERATION of the Director's decision in this matter must be filed in writing by e-mail to sfrantz@cityoftacoma.org. Filing of the reconsideration shall not be complete until both the reconsideration request and required filing fee are received. THE FEE SHALL BE REFUNDED SHOULD TO THE REQUESTOR, SHOULD THE REQUESTOR PREVAIL.

Should no reconsideration be requested, this Decision will be considered final and will be transmitted to Ecology on September 13, 2024.

APPEAL TO SHORELINE HEARINGS BOARD:

The decision of the Director may be appealed by any person aggrieved by the granting, denying, or rescinding of a permit on shorelines of the state pursuant to RCW 90.58.140, who may seek review from the shorelines hearings board by filing a petition for review within 21 days of the date of filing of the decision as defined in RCW 90.58.140(6), which states that the "date of filing" is "the date of actual receipt" by the department of the local government's decision".

Information on filing an appeal of a Shoreline Substantial Development Permit may be obtained by contacting the State of Washington's Environmental and Land Use Hearings Office at <https://eluho.wa.gov/>, or PO Box 40903, Olympia WA 98504-0903, (360) 664-9160, email: eluho@eluho.wa.gov.

APPENDIX B.6

Supporting

Documentation: ESA

Consultation - SSNP,

Determination of

Non-Significant

(SEPA)

TO: Andrew Shuckhart
U.S. Army Corps of Engineers
Seattle District, Regulatory
Andrew.J.Shuckhart@USACE.army.mil

FROM: Port of Tacoma
Project Manager: Stanley H. Sasser

SUBJECT: Endangered Species Act and Essential Fish Habitat Consultation for Pony Dock Repair Project : Request for Consideration Under the Salish Sea Nearshore Programmatic Consultation

Mr. Shuckhart,

The Port of Tacoma (Port) submits this memorandum to the U.S. Army Corps of Engineers (USACE) requesting review of the Pony Dock Repair Project under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act and related Endangered Species Act (ESA) consultation by the U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS; the Services). The effects of select activities on ESA-listed species in the Salish Sea and tributaries within the saltwater wedge, including activities considered as part of this proposed action, have been analyzed under the Salish Sea Nearshore Programmatic (SSNP) ESA consultation [NMFS reference number WCRO-2019-04086, USFWS reference number FWS/R1/2022-0048454]. We request that USACE initiate consultation with the Services under SSNP.

NMFS/USFWS have recognized that the current Nearshore Calculator does not sufficiently assess habitat values in estuaries, potential recovery in the Port environment, or the effects of Port repair and maintenance activities. The Nearshore Calculator was utilized for this project for the sake of expediency, and in the absence of an alternative tool approved by the Services.

To facilitate review under SSNP, we have designed elements to meet the conditions of the SSNP Biological Opinions. This memorandum includes the following information to support our application:

- Summary of the proposed action/description of project changes, including:
 - Proposed action elements
 - Location and action area
 - Schedule
 - ESA-listed species and critical habitat present in action area
 - Clarification of adherence to SSNP general construction measures (GCMs) and project design criteria (PDCs) and any minor modifications
 - Conservation offsetting strategy
 - As attachments (include as email attachments):
 - SSNP GCM and PDC table
-

- Nearshore calculator summary and spreadsheet

SUMMARY OF PROPOSED ACTION

The Pony dock is used to move miscellaneous cargoes to and from shipping vessels. The facility is used by two tenants, a roofing manufacturer and a marine contractor. The dock generally serves as a multi-purpose transfer point that supports the trucks and cranes used to transfer products. Repairs are required to protect the stability of the landside pile cap and approach slabs. With continued erosion and undermining, the landside pile cap piling supports the entirety of the pile cap which reduces the available live load capacity of the piling. The transition slabs that connect upland paving to the dock are intended to be grade supported. Loss of material from under the transition slabs have increased the risk of failure from heavy loading. Without the transition slabs and proper support of the slabs, traffic and equipment will not be able to access the dock.

PROPOSED ACTION ELEMENTS

The proposed action includes the following activities covered by SSNP: **Shoreline Modification**

The Project area is an approximately 1,030 square foot area underneath the pier and abutment. It extends landward 17 feet from +9 feet MLLW and runs approximately 60.5 feet along the shoreline. The Port proposes to regrade the slope to original grade, then install riprap/gravel to support the slope and the existing abutment. Grout will be pumped through holes in the pier into the void at the top of the slope where riprap will not fit below the abutment. All grout will be above the high tide line (HTL) and installed using BMPs for concrete/grout work near the aquatic environment.

All applicable GCMs and PDCs will be applied as BMPs during construction. Structural source controls will continue to be applied on the site as required by the Port's MS4 and the Facility's ISGP as applicable.

LOCATION AND ACTION AREA

Parcel 86 is located at 3701 Taylor Way (tax parcel number 0321364024) in Tacoma, Washington.

The Project area is an approximately 1,030 square foot area underneath the Pony Dock pier and abutment. It extends landward 17 feet from +9 feet MLLW and runs approximately 60.5 feet along the shoreline.

TIMEFRAME/ SCHEDULE

The project and debris removal are anticipated to be completed within the 2024 in water work window (July 15 to February 15). The full project is expected to take 2 weeks to complete.

In-water work considered as part of the proposed action will take place entirely during the [SSNP approved in-water work window](#) for Tidal Reference Area 4 .

ESA-LISTED SPECIES AND CRITICAL HABITAT PRESENT

The ESA-listed species that may be present in the action area and presence of designated critical habitat are summarized in Table 1.

Table 1. Summary of ESA species and critical habitats (CH) possibly occurring in the vicinity of the Project area.

Listed Species	Federal Status	Agency	Designated CH in Action Area
Puget Sound Chinook Salmon (<i>Oncorhynchus tshawytscha</i>)	threatened	NMFS	yes
Puget Sound Steelhead Trout (<i>Oncorhynchus mykiss</i>)	threatened	NMFS	no
Bull Trout (<i>Salvelinus confluentus</i>)	threatened	USFWS	yes
Bocaccio (<i>Sebastes paucispinis</i>)	endangered	NMFS	no
Yelloweye Rockfish (<i>Sebastes ruberrimus</i>)	threatened	NMFS	no
Southern Resident Killer Whale (<i>Orcinus orca</i>)	endangered	NMFS	no
Humpback Whale (<i>Megaptera novaeangliae</i>)	endangered, threatened	NMFS	no
Marbled Murrelet (<i>Brachyramphus marmoratus</i>)	threatened	USFWS	no

GENERAL CONSTRUCTION MEASURES & PROJECT DESIGN CRITERIA FOR COVERED ACTIONS

The proposed action has been designed to meet the requirements of the Services’ SSNP Biological Opinions detailed in the provided checklist (Attachment C). A summary of the applicable General Construction Measures (GCMs) & Project Design Criteria (PDCs) is shown in Table 2.

Table 2. Applicable GCMs and PDCs

Applicable GCMs	Applicable PDCs
1, 2, 12, 14	4, 11

CONSERVATION OFFSETS

The Port acknowledges that conservation offsets are needed for the following activities included in the proposed action:

- PDC #4 Shoreline modification

Conservation offsets for the proposed action will be achieved using on-site, permittee-responsible mitigation.

To determine if the proposed conservation offsets are sufficient for the proposed action, we utilized the SSNP Nearshore Calculator (Version 1.5, NMFS 2023). A summary is provided in Attachment D, and the source file is attached to this application electronically. The resulting balance for all project actions, including proposed offsetting activities, results in 0 debits.

SUMMARY

The Port requests that the Corps initiate consultation with NMFS and FWS under the SSNP. Please contact me with any questions at the contact information below.

Thank you,

Stanley H Sasser

Stanley H. Sasser
Port of Tacoma
253-383-9439
ssasser@portoftacoma.com

Attachments:

- Attachment A. SSNP GCM and PDC checklist
 - Attachment B. Nearshore Calculator summary
-



People. Partnership. Performance.

P.O. Box 1837
Tacoma, WA 98401-1837
www.portoftacoma.com

DETERMINATION OF NON-SIGNIFICANCE WAC 197-11-970

Project Name: Port of Tacoma Pony Dock Repairs, Port Parcel 86, 3701 Taylor Way, Tacoma WA

Description of proposal:

The Pony dock is used to move miscellaneous cargoes to and from shipping vessels. The facility is used by two tenants, a roofing manufacturer and a marine contractor. The dock generally serves as a multi-purpose transfer point that supports the trucks and cranes used to transfer products. Repairs are required to protect the stability of the landside pile cap and approach slabs. With continued erosion and undermining, the landside pile cap piling supports the entirety of the pile cap which reduces the available live load capacity of the piling. The transition slabs that connect upland paving to the dock are intended to be grade supported. Loss of material from under the transition slabs have put them at risk of failure from heavy loading. Without the transition slabs and proper support of the slabs, traffic and equipment will not be able to access the dock.

The Project area is an approximately 1,030 square foot area underneath the pier and abutment. It extends landward 17 feet from +9 feet MLLW and runs approximately 60.5 feet along the shoreline. The Port proposes to regrade the slope to original grade, then install riprap/gravel to support the slope and the existing abutment. Grout will be pumped through holes in the pier into the void at the top of the slope where riprap will not fit below the abutment. All grout will be above the high tide line (HTL) and installed using BMPs for concrete/grout work near the aquatic environment.

Proponent: Port of Tacoma


Location of proposal, including street address, if any: The project will be located at 3701 Taylor Way, Tacoma WA, Pierce County, situated in Section 36 of Township 21 N, Range 03 E of the Willamette Meridian.

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 Administration building, located at One Sitcum Plaza, Tacoma, WA 98421 or at the Port's website at <http://www.portoftacoma.com/sepa>.

Comments and Request for Reconsideration: 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 14 calendars days to comment on the proposed SEPA threshold determination. Only those who commented within the 14-day comment period shall have standing to file a Request for Reconsideration. Any challenge to a SEPA threshold determination shall be initiated by filing a Request for Reconsideration with the Responsible

Official or designee no later than 7 calendar days following the end of the 14-day comment period for the SEPA determination. The lead agency will not act on this proposal for 14 days from the start date of the comment period described below. Comments shall be submitted to the Port of Tacoma, Environmental Programs at One Sitcum Plaza, Tacoma, WA 98421 or at the Port's website at <http://www.portoftacoma.com/sepa>.

Responsible official: Jason Jordan
Position/title: Director of Environmental and Planning
Signature  **Date:** Sep 2, 2022
Comment Start Date: September 8, 2022
Comment End Date: September 22, 2022
Request for Reconsideration End Date: September 29, 2022

**APPENDIX B.7 Port
of Tacoma
Programmatic
Maintenance Permit
Package**



City of Tacoma
Planning and Development Services

April 6, 2020

Jennifer Stebbings
Port of Tacoma
P.O. Box 1837
Tacoma, WA 98401

RE: Shoreline Substantial Development Permit Exemption
File No. LU20-0052, Facilities Maintenance, Multiple Sites

Dear Ms. Stebbings:

You have requested an exemption from a Shoreline Substantial Development Permit to allow the repair and maintenance of legally established Port facilities at multiple sites located in the Port of Tacoma, within the "S-10" Port Industrial and "S-13" Waters of the State Shoreline Districts. The maintenance activities received prior approval under a previously issued exemption which has expired (SHR2014-400000237530) and include the following:

- Hanging and bolt-on fender systems and rub strip repair
- Bull rail repairs/maintenance/replacement
- Bollard installation/relocation (includes mooring hardware)
- Utility maintenance (excluding stormwater), including the repair and replacement of electric, domestic water, fire water, communications and warning systems
- Power/Switch gear maintenance, including upgrades and increasing capacity allowed per code
- Crane rail repairs
- Deck repairs including re-planking of dock surfaces (wood)
- Re-surfacing existing impervious areas (paved areas and gravel areas)
- Exterior building repairs and maintenance, including windows, doors, siding, landscaping, roofing, and associated equipment (e.g., HVAC, etc.).
- Containment berm installation and maintenance
- Light pole maintenance
- Safety equipment maintenance, including safety ladders, life rings, and floatation devices and navigation lights
- Safety platform maintenance
- Cathodic protection system repair/maintenance

The majority of the work is anticipated to take place on or from the surface of existing piers and wharves, which are above or adjacent to the waterway and within the floodplain. Work on existing buildings and paved areas will be landward of the OHWM. Exceptions to this include replacement of navigation lights, done from boats, and in-water work such as the installation of cathodic protection systems.

For each maintenance project, best management practices (BMPs) will be used to ensure no deleterious material enters the waters of the state, and will comply with water quality standards and habitat protection standards per the State of Washington. Port of Tacoma employees and/or its contractors will prepare spill prevention plans. Further, following work, each site will be returned to its current state.

Attachment "A" shows the locations of the proposed work.

An exemption from the Substantial Development Permit requirements does not constitute an exemption from the policies and use regulations of the Shoreline Management Act, the provisions of this Master Program, and other applicable City, state, or federal permit requirements. The proposed repairs are consistent with the policies of the Tacoma Shoreline Master Program (TSMP) and the maintenance exemption in TSMP 2.3.3, as they are intended to prevent the cessation of lawfully-established uses.

The sites are located in or adjacent to marine waters and shorelines that are regulated critical areas. The sites have been reviewed in consideration of the critical area policies and regulations of the TSMP and provided the maintenance work adheres to the many BMPs provided, the activities are unlikely to cause substantial adverse impacts to the shoreline environment.

Pursuant to WAC 197-11-800, subsection (3) and the City of Tacoma's SEPA Procedures, this proposed action is categorically exempt from the Threshold Determination and Environmental Impact Statement requirements of SEPA.

Based on the above findings, the requested exemption to the City's Shoreline Substantial Development Permit requirement is consistent with the policies of the SMA, the policies and implementing regulations of the TSMP and with the criteria set forth in the WAC and RCW for the authorization of such exemptions.

The following are conditional **requirements**:

Conditions

1. The applicant shall apply for and receive approval of any required building permit from the City of Tacoma prior to any work.
2. The applicant shall follow all proposed installation and construction methods and best management practices for minimizing unintended impacts during repair and maintenance of all structures.
3. All trash and unauthorized fill, including concrete blocks or pieces, bricks, asphalt, metal, treated wood, glass, floating debris, and paper, below the OHWM in and around the applicant's repair project areas shall be removed and deposited at an approved upland disposal site.
4. No stockpiling or staging of materials will occur below the OHWM of any water body.
5. All shoreline work shall be completed within the approved work windows designated by the Washington State Department of Fish and Wildlife (WDFW).
6. The applicant shall notify the City of Tacoma and pertinent state and federal agencies should an unexpected spill of fuel or other chemicals occur in Commencement Bay or associated waterways.
7. The City of Tacoma is not the only agency with jurisdiction over the project area. The applicant is responsible for coordinating any required reviews and/or approvals with the

WDFW, Washington State Department of Ecology, and U. S. Army Corps of Engineers and shall provide documentation to the City of Tacoma.

8. This exemption shall be valid for a period not to exceed 5 years from the date of issuance. Should the Shoreline Master Program be revised prior to the completion of this project, additional review may be required.

In addition, the applicant is 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. Modifications to this proposal and future activities or development within the regulated buffers may be subject to further review and additional permits as required in accordance with the *Tacoma Municipal Code*.
- The applicant must 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 Army Corps of Engineers and State Department of Fish and Wildlife have requirements regarding work within regulated waters that may be applicable to the project.
- This exemption is applicable only to areas within 200 feet of the OHWM of waters of the state. It is not meant to constitute an exemption from *TMC*13.11 Critical Areas. Should work outside the Shoreline jurisdiction occur within vicinity of a non-associated critical area, additional review may be required.

We are issuing this letter of exemption per the provisions of *TMC* Section 13.10 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 253-591-5121.

Sincerely,



Shannon Brenner
Environmental Specialist

cc via regular and electronic mail:

Washington Department of Ecology, Shorelands & Environmental Assistance Program, Zach Meyer, SWRO, P.O. Box 47775, Olympia, WA 98504-7775 (zmey461@ecy.wa.gov)
Washington Department of Fish and Wildlife, Elizabeth Bockstiegel, 600 Capitol Way N., Olympia, WA 98501-1091(Elizabeth.bockstiegel@dfw.wa.gov)
U.S. Army Corps of Engineers, Attn: Regulatory Branch, CENWS-OD-RG Attn: Halie Endicott, P.O. Box C-3755, Seattle, WA 98124 (halie.endicott@usace.army.mil)
U.S. Fish & Wildlife Service, Attn: Judy Lantor, 510 Desmond Drive SE #102, Lacey, WA 98503 (jusdy_lantor@fws.gov)



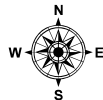
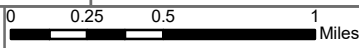
FIGURE 1 - Vicinity Map

REFERENCE: NWS-2014-1149-WRD
PROJECT: Port-wide Maintenance
APPLICANT: Port of Tacoma
LOCATION: Tacoma, WA

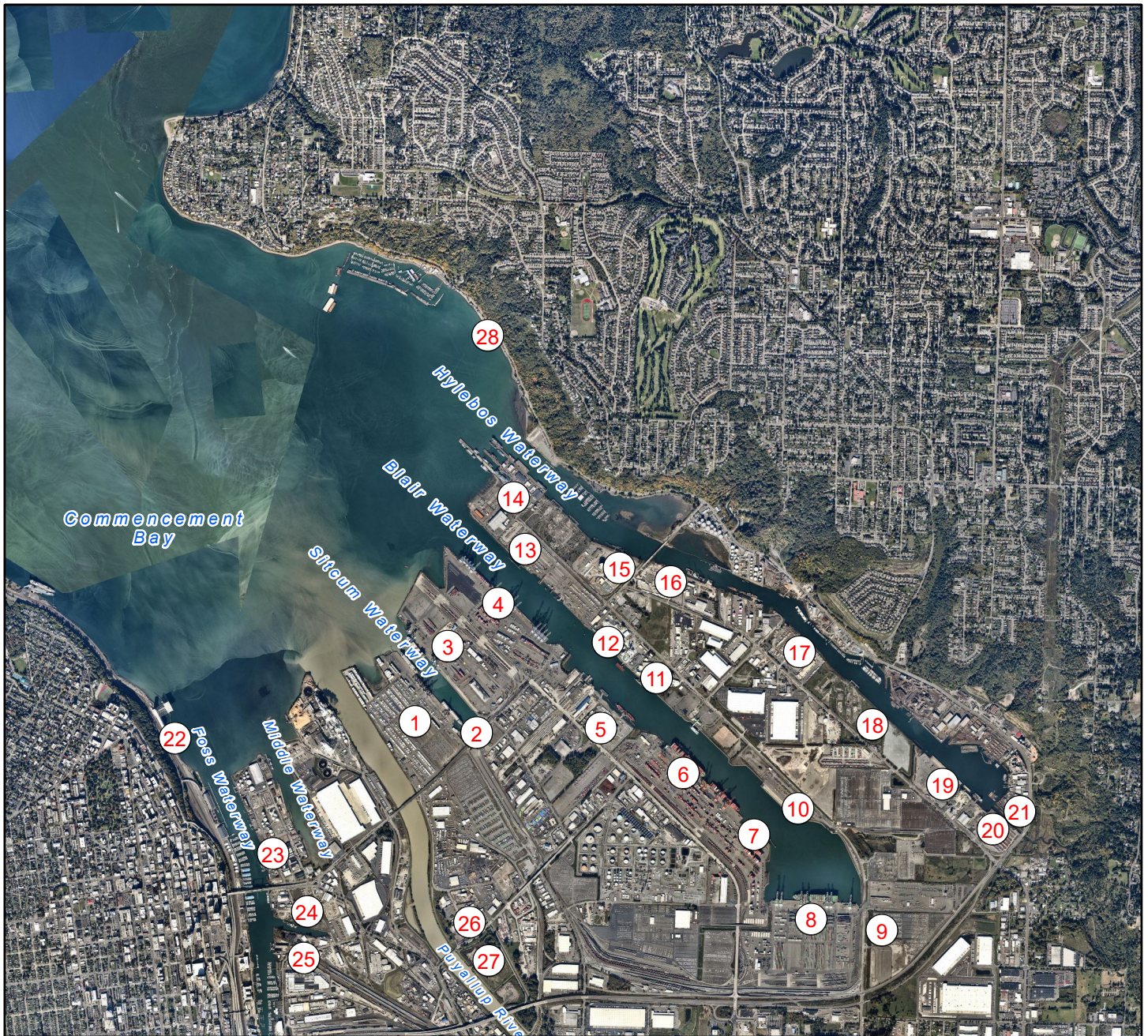
IN: Commencement Bay
NEAR: Tacoma
COUNTY: Pierce
STATE: Washington

- ADJACENT LANDOWNERS:**
1. Puyallup Tribe of Indians
 2. City of Tacoma
 3. WSDOT
 4. Private Landowners

SHEET: 1 OF 6
DATE: 2/11/2020
AUTHOR: Jenn Stebbings



Attachment "A"



1 WEST SITCUM TERMINAL	8 PCT	15 PSE	22 TEMCO
2 PORT ADMIN BLDG	9 PARCEL 15	16 STEAMPLANT	23 YOUTH MARINE
3 TERMINAL 7 A-D	10 EB-1	17 CARLILE	24 WATTLES
4 HUSKY TERMINAL	11 GP GYPSUM	18 PARCEL 99	25 PARCEL 92
5 PARCEL 125	12 PARCEL 115	19 PARCEL 105	26 2002 STEWART
6 WUT	13 TOTE	20 PARCEL 86	27 GOG-LE-HI-TE
7 BLAIR DOCK	14 TRIDENT/EBC	21 CALBAG	28 D.G. KAYAK LAUNCH

FIGURE 02



PO Box 1837 Tacoma, WA 98401 (253) 383-5841

REFERENCE #: NWS-2014-1149-WRD
 APPLICANT NAME: Port of Tacoma
 PROJECT: Programmatic Port-wide Maintenance
 LOCATION: Tacoma, WA

SHEET 2 of 6

DATE: 02/11/2020

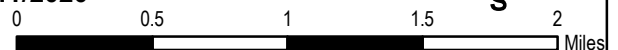
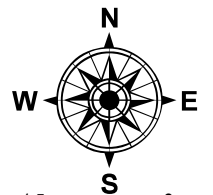
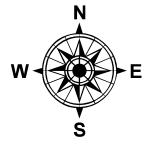
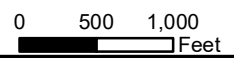




FIGURE 03
REFERENCE #: NWS-2014-1149-WRD
APPLICANT NAME: Port of Tacoma
PROJECT: Programmatic Port-wide Maintenance
LOCATION: Tacoma, WA

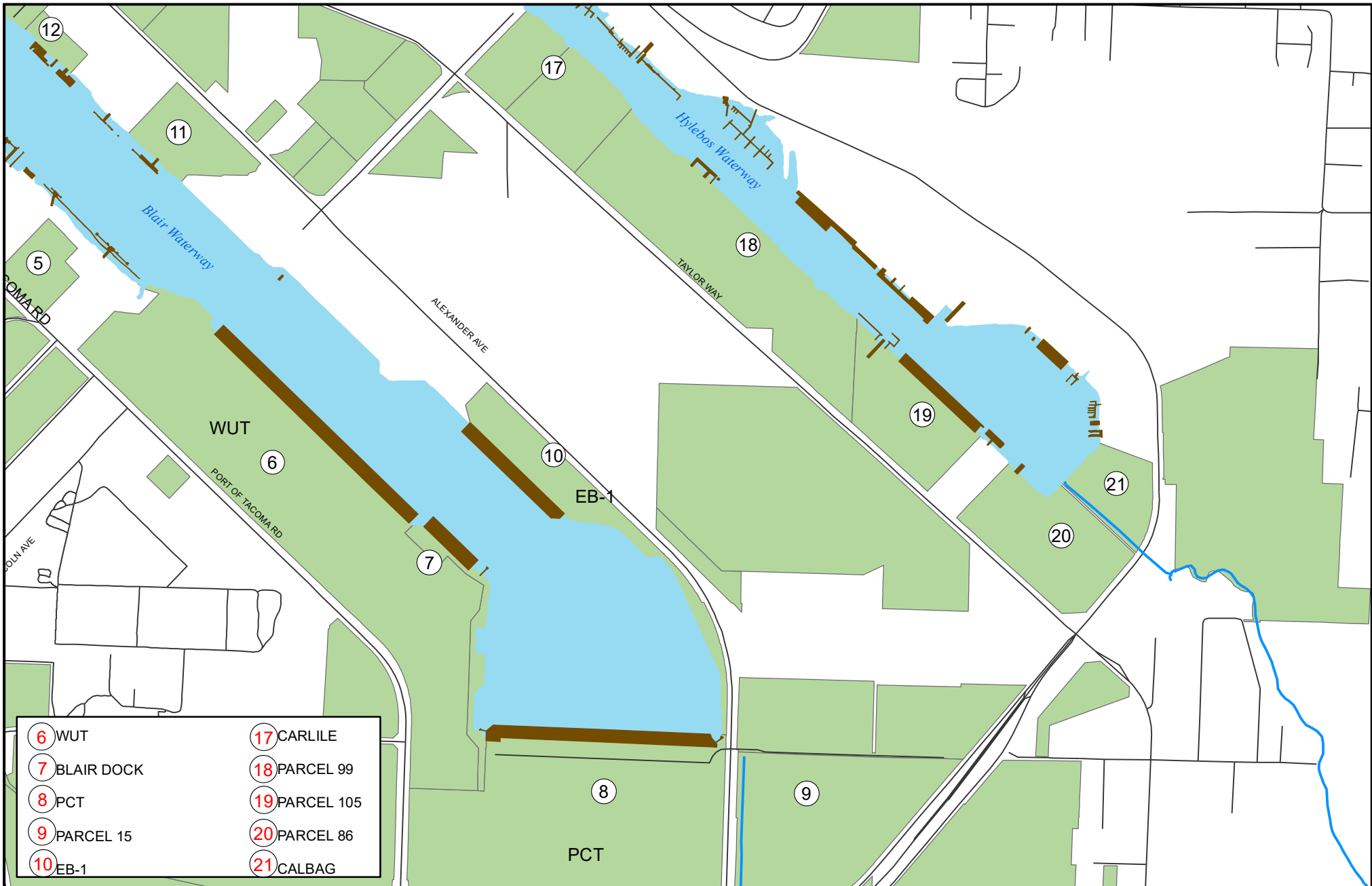


- Roads
- Creek
- Piers
- Waterways
- PortParcels



Author: Jenn Stebbings

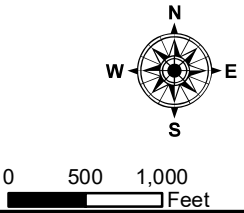




6 WUT	17 CARLILE
7 BLAIR DOCK	18 PARCEL 99
8 PCT	19 PARCEL 105
9 PARCEL 15	20 PARCEL 86
10 EB-1	21 CALBAG

FIGURE 04
REFERENCE #: NWS-2014-1149-WRD
APPLICANT NAME: Port of Tacoma
PROJECT: Programmatic Port-wide Maintenance
LOCATION: Tacoma, WA

SHEET 4 of 6 **DATE: 2/11/2020**



- Creek
- Roads
- Piers
- Waterways
- PortParcels

DISCLAIMER: The information included on this map has been compiled by Port of Tacoma staff from a variety of sources and is subject to change without notice. These data are intended for informational purposes and should not be considered authoritative for engineering, navigational, legal and other site-specific uses. The Port of Tacoma makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information .
 Author: Jenn Stebbings



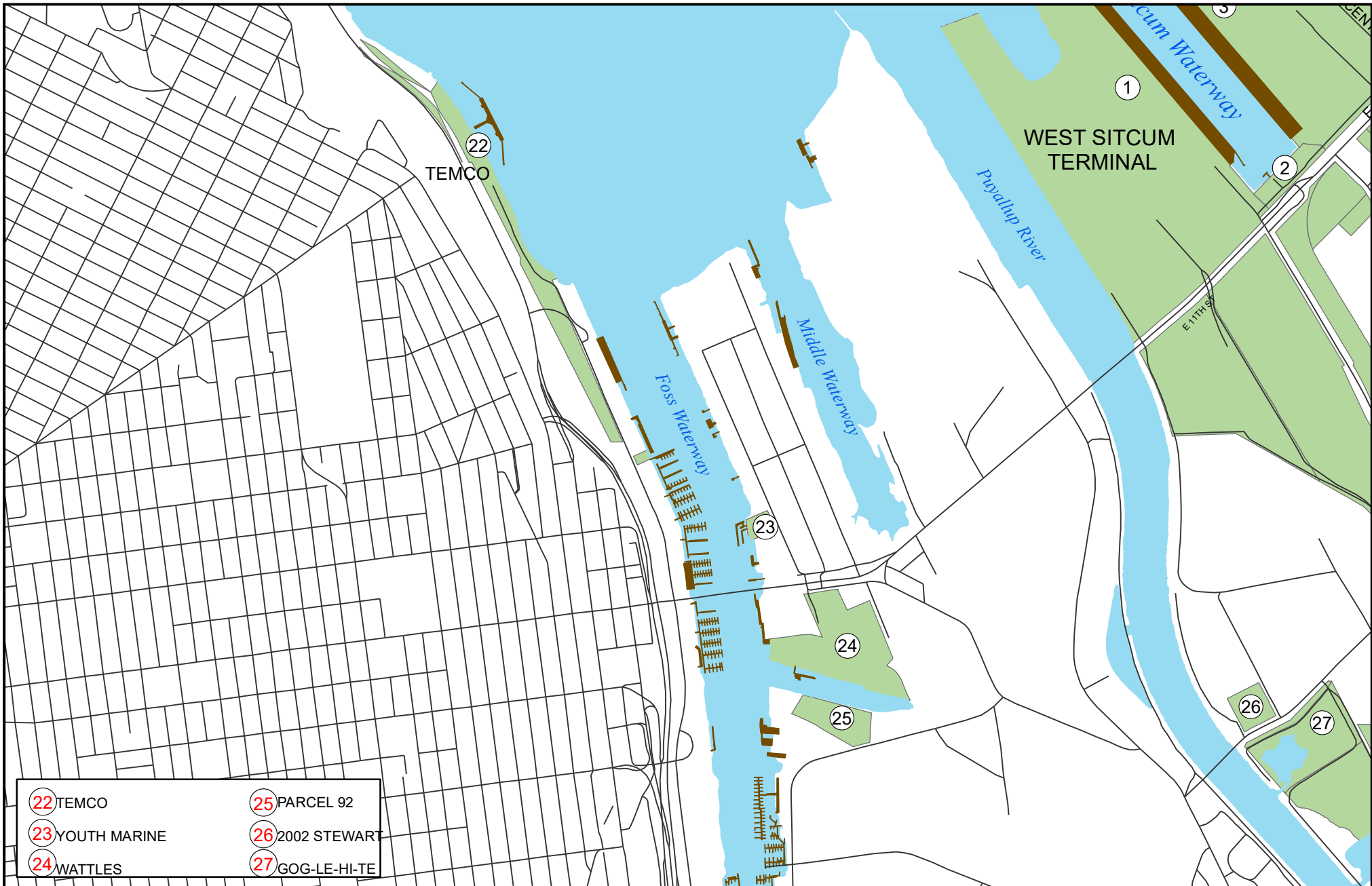
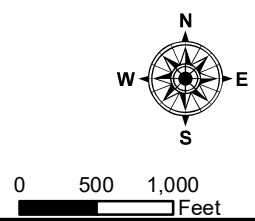


FIGURE 05
REFERENCE #: NWS-2014-1149-WRD
APPLICANT NAME: Port of Tacoma
PROJECT: Programmatic Port-wide Maintenance
LOCATION: Tacoma, WA



- Creek
- Roads
- Piers
- Waterways
- PortParcels

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 Author: Jenn Stebbings

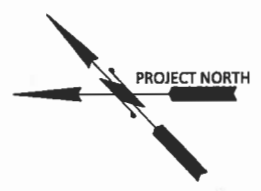
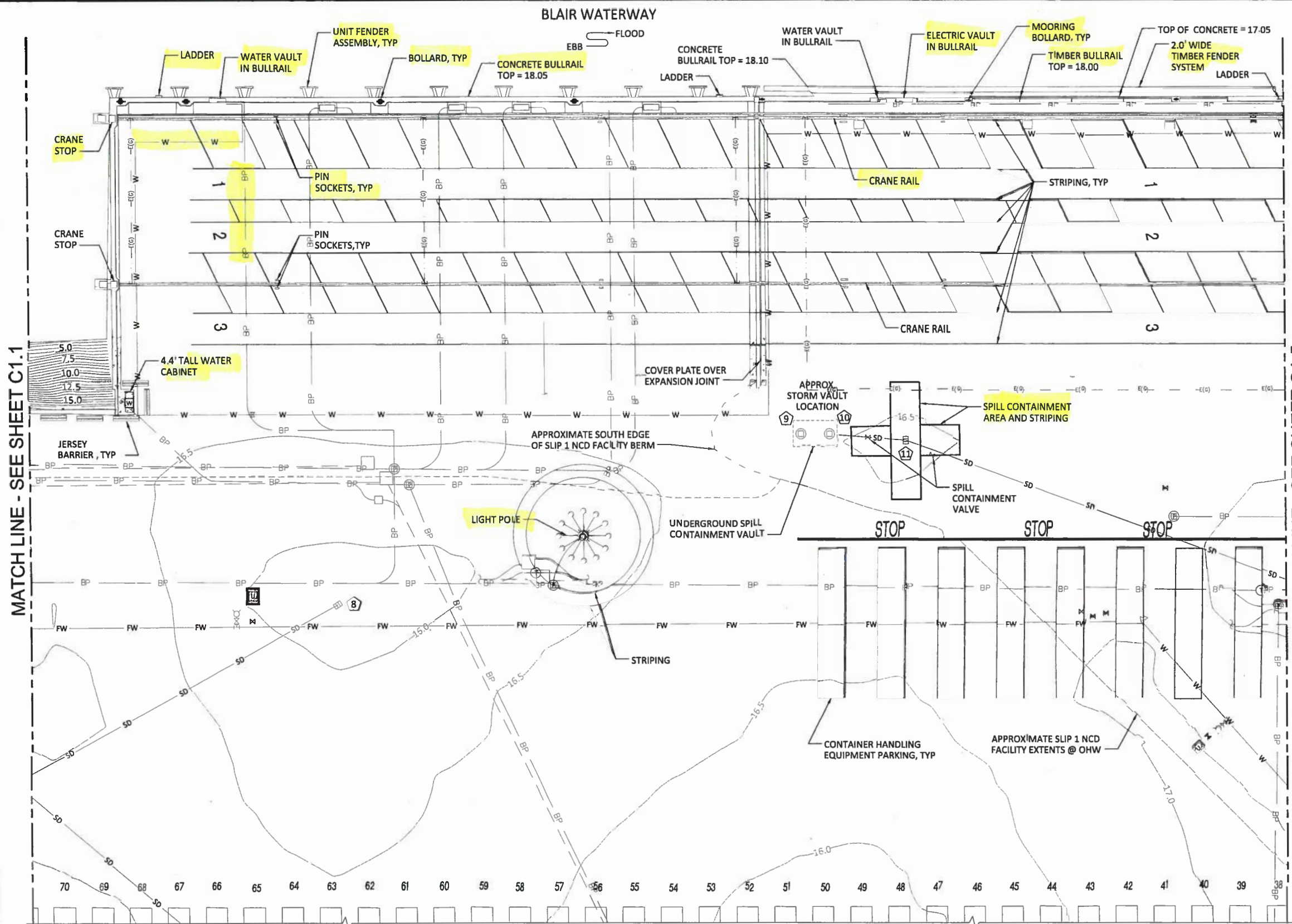




FIGURE 06
REFERENCE #: NWS-2014-1149-WRD
APPLICANT NAME: Port of Tacoma
PROJECT: Programmatic Port-wide Maintenance
LOCATION: Tacoma, WA

BINDING EDGE

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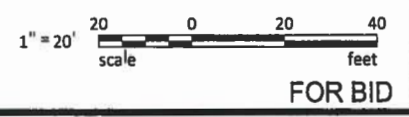
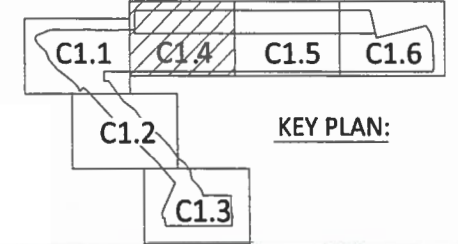
- PROJECT CONTROL POINT
- MOORING BOLLARD
- STORMWATER MANHOLE
- STORMWATER CATCH BASIN
- STORMWATER YARD DRAIN
- STORMWATER CULVERT
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- WATER VAULT
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- UTILITY POLE
- LIGHT POLE
- POWER MANHOLE
- POWER VAULT
- PAD MOUNTED TRANSFORMER
- POWER JUNCTION BOX
- POWER PANEL
- TELEPHONE/COMM MANHOLE
- TELEPHONE/COMM VAULT
- UNKNOWN UTILITY VAULT
- CAMERA SENSOR POLE
- SIGN
- PIPE BOLLARD
- CONCRETE
- STORMWATER DRAIN LINE
- SANITARY SEWER LINE
- WATER LINE
- FIRE WATER LINE
- ELECTRIC LINE
- COMMUNICATIONS LINE
- ELECTRICAL GROUND
- CHAIN LINK FENCE
- MAJOR CONTOUR
- MINOR CONTOUR
- SPOT ELEVATION
- STORM STRUCTURE IDENTIFICATION NUMBER
- STRIPING ON ASPHALT

MATCH LINE - SEE SHEET C1.1

MATCH LINE - SEE SHEET C1.5

Terminal and Shoreline Area Maintenance and Repair. Highlighted items are examples of what activities are included in the permit application.

1 PLAN - EXISTING CONDITIONS
SCALE: 1" = 20'



Berger ABAM
33301 9th Avenue South, Suite 300
Federal Way, Washington 98003-2920
(206) 437-2300 Fax: (206) 437-2320

DATE: _____
APPR: _____
BY: _____

Port of Tacoma
P.O. BOX 100 TACOMA, WA 98402-0100

MARK: REVISION: _____
6/7/13

CITY OF TACOMA
WASHINGTON STATE

CSB 6/7/13
CHECKED BY: DATE
JRG 6/7/13
DIR OF ENG DATE
6/7/13
PROJ. ENGR DATE
jason.mendenthal
PRINTED BY: ONE SITCUM WAY
TACOMA, WA 98421-2300
PORT ADDRESS: AS SHOWN

6502
C1.4
SHEET 11 OF 123

PIER 3 UPGRADE
EXISTING CONDITION PLAN
SHEET 4

TOWNSHIP: 21 N RANGE: 3 E SECTION: 27
NOS TIDAL (MLW = 0.0)
DATE - HRZ: NAD 83-07 VERT: [DRAWING SCALE: AS SHOWN]
PARCEL: 27

CONTR/CONS: 069458
MASTER ID NO: 092935
PHASE: FOR BID

THIS DRAWING IS THE PROPERTY OF THE PORT OF TACOMA AND SHALL NOT BE USED ON OTHER WORK, DISCLOSED, COPIED, IN WHOLE OR IN PART, WITHOUT WRITTEN PERMISSION



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, SEATTLE DISTRICT
P.O. BOX 3755
SEATTLE, WASHINGTON 98124-3755

Regulatory Branch

July 2, 2020

Ms. Jenn Stebbings
Port of Tacoma
P.O. Box 1837
Tacoma, Washington 98401

Reference: NWS-2014-1149-WRD
Tacoma, Port of (Terminal
and Shoreline
Maintenance)

Dear Ms. Stebbings:

We have reviewed your application to perform routine maintenance and repair of existing structures and utilities located on terminal facilities as needed over a five year period. Maintenance and repair activities would be performed on fender systems, rub strips, bull rails, bollards, utilities, power/switch gears, crane rails, deck repairs, re-paving, buildings, containment berms, light poles, safety equipment, navigation lights, safety platforms, and cathodic protection systems. The proposed work would occur in 20 locations, West Sitcum Terminal, Port Admin Building, Pier 7, Husky Terminal, Washington United Terminal, Blair Dock, Pacific Coast Terminal, EB-1, GP Gypsum, Parcel 115, Tote, Trident, Puget Sound Energy, Parcel 99, Parcel 105, Parcel 86, TEMCO, Youth Marine, Wattles, and GOG-LE-HI-TE, all located in Tacoma, Washington 98421. Waterbodies where the work would occur include Commencement Bay, Blair Waterway, Hylebos Waterway, Sitcum Waterway, Thea Foss Waterway, Wheeler-Osgood Waterway, and the Puyallup River. Based on the information you provided to us, this "Letter of Permission" (LOP) permit authorizes your proposal as depicted on the enclosed drawings dated February 11, 2020, which are made part of this permit. In order for this LOP authorization to be valid, you must ensure that the work is performed in accordance with the enclosed *Letter of Permission General Conditions* and the following special conditions:

- a. You shall provide a copy of the permit transmittal letter, permit form, and permit drawings to all contractors involved in the authorized work.
- b. If future operations by the United States require the removal, relocation, or other alteration of the work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, you will be required, upon due notice from the U. S Army Corps of Engineers, to remove, relocate, or alter the structural work or

obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

c. You shall notify the Environmental Protection Agency as outlined in the e-mail from Justine Barton dated May 21, 2020 and attached to this Letter of Permission.

d. By accepting this permit, the permittee agrees to accept such potential liability for response costs, response activity and natural resource damages as the permittee would have under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (CERCLA) or the Model Toxics Control Act, R.C.W. 70.105 (MTCA) absent the issuance of this permit. Further, the permittee agrees that this permit does not provide the permittee with any defense from liability under the CERCLA or the MTCA. Additionally, the permittee shall be financially responsible for any incremental response costs attributable under CERCLA or MTCA to the permittee's activities under this permit.

e. You shall abide by the Best Management Practices listed in Section 8.a. of the Joint Aquatic Resources Permit Application (JARPA) signed February 13, 2020.

We have reviewed your project pursuant to the requirements of the Endangered Species Act and the Magnuson-Stevens Fishery Conservation and Management Act in regards to Essential Fish Habitat. The U.S. Army Corps of Engineers has determined that this project will comply with the requirements of the above laws.

Commencement Bay, Blair Waterway, Hylebos Waterway, Sitcum Waterway, Thea Foss Waterway, Wheeler-Osgood Waterway, and the Puyallup River are waters of the U.S. The Section 10 jurisdictional boundaries are shown on the enclosed permit drawings. If you believe these boundaries are inaccurate, you may request a preliminary or approved jurisdictional determination (JD). If one is requested, please be aware that we may require the submittal of additional information to complete the JD and work authorized in this letter may not occur until the JD has been completed.

Any change in the plans for this work will require that you submit revised drawings to this office and receive our written approval of those changes prior to conducting the work. If you object to any terms or conditions of this LOP or the JD, you may request an administrative appeal under our regulations (33 CFR Part 331) as described in the enclosed *Notification of Administrative Appeal Options and Process and Request for Appeal* form.

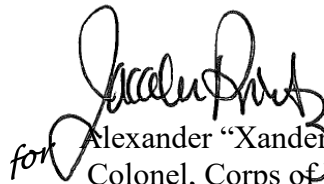
Your authorization to conduct the proposed work under this permit expires 5 years from the date of this letter. Within 30 days of completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit* form to the address indicated on the form. Your signature on this form is our assurance you have conducted the work and any required mitigation in accordance with the terms and conditions of this LOP,

including all special conditions. Please remember that failure to comply with the terms and conditions of this LOP, including any special conditions, will invalidate your authorization and could result in a violation of Federal law.

Thank you for your cooperation during the permitting process. We are interested in your experience with our Regulatory Program and encourage you to complete a customer service survey form. This form and information about our program is available on our website at: www.nws.usace.army.mil (select "Regulatory Branch, Permit Information").

While this project will not require further authorization from us, please note that it must comply with all local, State, and other Federal requirements that may apply. If you have any questions about this letter or our regulatory program, please contact Mr. Jason Sweeney at jason.t.sweeney@usace.army.mil or by phone at (206) 764-3450.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:


for Alexander "Xander" L. Bullock
Colonel, Corps of Engineers
District Engineer

Enclosures



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: March 23, 2020
Project End Date: March 22, 2025

Permit Number: 2020-6-141+01
FPA/Public Notice Number: N/A
Application ID: 20957

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Port of Tacoma ATTENTION: Jennifer Stebbings PO Box 1837 Tacoma, WA 98401-1837	

Project Name: Port of Tacoma Terminal and Shoreline Area Routine Maintenance and Repair (renewal)

Project Description: This is a permit renewal request for HPA 2015-6-274+01 (APP ID 2310). The Port of Tacoma is seeking approval to allow routine maintenance and repair of existing structures and utilities located on terminal facilities and along the shoreline. The purpose for this project is to streamline the approval process for the Port of Tacoma's commonly performed maintenance and repair activities. Permitting routine maintenance and repair activities individually is an inefficient use of both agency and Port resources.

PROVISIONS

AUTHORIZED WORK TIMES

1. **TIMING LIMITATION:** Work landward of the ordinary high water line (OHWL) may occur at any time. Work waterward of the OHWL may occur without timing restrictions provided no hydraulic machinery operates in water, otherwise work shall not occur from February 15 through July 15 of any year for the protection of migrating juvenile salmonids.
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 "20200225_NWS-2014-1149-WRD_PmtDrawings", uploaded to APPS on February 25, 2020, 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.
3. **AUTHORIZED WORK:** This HPA authorizes routine repair and maintenance of the following parts of the Port of Tacoma properties listed in this HPA:
 - a.) Hanging and bolt-on fender systems and rub strips
 - b.) Bull rails
 - c.) Bollards
 - d.) Utilities (excluding stormwater infrastructure)
 - e.) Power/gear switches
 - f.) Crane rails
 - g.) Dock surfaces (planks, pavement)
 - h.) Other existing paved and impervious surfaces
 - i.) Building exteriors
 - j.) Containment berms
 - k.) Light poles
 - l.) Safety equipment and platforms
 - m.) Navigation lights
 - n.) Cathodic protection systems



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4. This HPA is for repair or replacement of the existing structures only and must not result in expansion of the structures.

NOTIFICATION

5. **REPORTING REQUIREMENT:** The permittee or contractor shall submit to the WDFW Habitat Biologist list below, a calendar year annual report of all maintenance activities performed under this Hydraulic Project Approval by January 31 of the following year or in the final year of the HPA, within 30 days after the expiration date. An annual report is also required if no work is performed. At any time if problems are experienced with implementation of this HPA, either the permittee or WDFW may request a joint review meeting. The annual report shall include:

- a. General: Reporting agency, contact person, address, telephone number, date of report, time period;
- b. Summary: The control number for the HPA, total number of individual projects;
- c. Problem(s) encountered: Provision violation, notification, corrective action, impacts to fish life and water quality from problem;
- d. Recommendations for improvement to BMP's and mitigation;
- e. List of individual projects completed: Location, brief description of each maintenance activity performed, and date each activity occurred.

6. **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

7. 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.

8. Retain all natural habitat features on the beach larger than twelve inches in diameter including trees, stumps, logs, and large rocks. These natural habitat features may be moved during construction but they must be placed near the preproject location before leaving the job site.

9. Check equipment daily for leaks and complete any required repairs before using the equipment in or near the water.

10. 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.

11. Operate vessels with minimal propulsion power to avoid prop scour damage to the bed and marine vegetation habitats.

12. Operate vessels during tidal elevations that are adequate to prevent grounding of the barge.

13. Do not deploy anchors or spuds in seagrass or kelp.

14. Maintain anchor cable tension, set and retrieve anchors vertically, and prevent mooring cables from dragging to avoid impacts to seagrass and kelp.

15. Relocate vessels moored over seagrass between March 21 and September 21 every 4th day to minimize shading of seagrass.

16. Do not operate motorized equipment on the beach below the ordinary high water line.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

17. Do not conduct project activities when the work area is inundated by tidal waters.



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18. 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.

19. Use tarps or other methods to prevent treated wood, sawdust, trimmings, drill shavings and other debris from contacting the bed or waters of the state.

20. Any deployed containment, boom, or filter structure shall be routinely inspected and repaired as necessary to ensure its function. Debris and substances collected in the containment, boom, or filter structure shall be removed from the structure at least daily, whenever accumulation place the structure at risk, and before relocation or the removal of the structure.

21. If a containment structure cannot be used because of restricted or difficult location or type of structure, a containment boom shall be placed around the work area to capture debris and cuttings.

CONSTRUCTION MATERIALS

22. To prevent leaching, construct forms to contain any wet concrete. Place impervious material over any exposed wet concrete that will come in contact with waters of the state. Forms and impervious materials must remain in place until the concrete is cured.

23. Do not use wood treated with oil-type preservative (creosote, pentachlorophenol) in any hydraulic project. Wood treated with waterborne preservative chemicals (ACZA, ACQ) may be used if the Western Wood Preservers Institute has approved the waterborne chemical for use in the aquatic environment. The manufacturer must follow the Western Wood Preservers Institute guidelines and the best management practices to minimize the preservative migrating from treated wood into aquatic environments. To minimize leaching, wood treated with a preservative by someone other than a manufacturer must follow the field treating guidelines. These guidelines and best management practices are available at www.wwpinstitute.org.

24. Use treated wood for structural elements is authorized. Treated wood structural elements subject to abrasion by vessels, floats, or other objects must incorporate design features such as rub strips to minimize abrasion of the wood.

25. The fenders and rub strips shall be composed of ultra high molecular wieght (UHMW), or high density polyethylene (HDPE) plastic.

26. Road surface deck repair work includes removal and replacement of existing concrete or asphalt overlay of the deck road surface, gutters, and sidewalks only where a structurally sound subsurface exists that will prevent existing or new overlay material from entering state waters. A debris, material, and substance collection containment structure is required if any of these materials may enter state waters. This work does not allow: Debris, materials, or substances entering state waters; new construction activities, or replacement of stringers and/or other structural supports.

DEMobilization/CLEANUP

27. Remove all trash and unauthorized fill in the project area, including concrete blocks or pieces, bricks, asphalt, metal, treated wood, glass, floating debris, and paper, that is waterward of the ordinary high water line and deposit upland.

28. The existing structures to be replaced shall be removed and disposed of at an approved site.

29. Remove all debris or deleterious material resulting from repairs and replacements and prevent from entering waters of the state.

LOCATION #1:	Site Name: Port of Tacoma Admin Building PO Box 1837, Tacoma, WA 98401-1837		
WORK START:	March 23, 2020	WORK END:	March 22, 2025



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<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
10 - Puyallup - White		Wria 10 Marine				
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
All	34	21 N	03 E	47.265425	-122.412512	Pierce
<u>Location #1 Driving Directions</u>						
<p>Directions to the Administration Building: From I-5, take Portland Avenue Exit. Follow Portland Avenue north to Lincoln Avenue; turn right onto Lincoln Avenue and cross Puyallup River Bridge; turn right onto Lincoln Loop Road (first stoplight after bridge); turn right at first stop sign to stay on Lincoln Loop Road; turn left at second stop sign onto Milwaukee Way; follow Milwaukee Way north to Sitcum Way and turn right onto Sitcum Way. Port Administration Building will be on the left.</p>						

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.



HYDRAULIC PROJECT APPROVAL

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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. You should allow up to 45 days for the department to process your request.

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. 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.



HYDRAULIC PROJECT APPROVAL

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FPA/Public Notice Number: N/A
Application ID: 20957

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the 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.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the 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 elizabeth.bockstiegel@dfw.wa.gov
Elizabeth Bockstiegel 360-480-2908

for Director
WDFW