

October 10 2025

TO: PLAN HOLDERS LIST

SUBJECT: CONTRACT NO. 071908
THORNE ROAD OFF DOCK CONTAINER YARD

ADDENDUM NUMBER 02

This addendum is issued to amend the following:

00 01 10 - Table of Contents:

Attachment 1-Listed Items updated

00 11 13 - Advertisement for Bids:

Attachment 2-Updated

Bid Date moved to October 24, 2025 @ 2:00 PM

Questions still due October 9, 2025 @ 2:00 PM

00 41 00-Bid Form

Attachment 3-Updated

00 73 16 - Insurance Requirements

Attachment 4-Updated

00 73 46-Port-Washington State Prevailing Wage Rates

Attachment 5-Updated

C4.06:

Updated

PROCUREMENT AND CONTRACTING REQUIREMENTS

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- 00 01 07 - Seals Page
- [1]** 00 01 10 - Table of Contents
- 00 01 15 - List of Drawing Sheets
- [2]** 00 11 13 - Advertisement for Bids
- 00 21 00 - Instructions to Bidders
- 00 26 00 - Substitution Procedures
- 00 31 00 - Available Project Information
- 00 31 26 - Existing Hazardous Material Information
- [3]** 00 41 00 - Bid Form
- 00 43 13 - Bid Security Form
- 00 45 13 - Responsibility Detail Form
- 00 52 00 - Agreement Form
- 00 61 13.13 - Performance Bond
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- 00 73 16 - Insurance Requirements
- 00 73 46 - Washington State Prevailing Wage Rates
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END OF SECTION

THORNE RD OFF DOCK CONTAINER YARD

PROJECT NO. 101241.01 | CONTRACT NO. 071908

Scope of Work: The Work required for this Project includes but is not limited to: Selective site demolition; clearing and grubbing; removal of asphalt pavement; installation of domestic water, fire water, sewer, natural gas, power and stormwater utilities; grading; asphalt paving; pavement markings; concrete placement; installation of curb, gutter and sidewalk; landscaping, installation of an at grade railroad crossing including track work; chain link fencing; installation of a self contained pressure washing facility; installation of pre-fabricated guard shelter; installation of a tent style maintenance shelter; street lighting. Work will be conducted on Port owned property, City of Tacoma Right-of-Way and Tacoma Rail track.

[1] Bid Estimate: Estimated cost range is \$29,300,000 to \$30,850,000, plus Washington State Sales Tax (WSST).

In accordance with RCW 39.04.320, fifteen (15) percent apprenticeship participation is required for certain projects estimated to cost one million (\$1,000,000) dollars or more. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530, by phone (360) 902-5320, or e-mail at Apprentice@lni.wa.gov, to obtain information on available apprenticeship programs.

In accordance with new legislation HB 1050 all port districts are required to add the requirement that apprentices must perform 15%

[2] Sealed Bid Date/ Time/Location: Bids will be received at the Front Reception Desk, Port Administration Office, One Sitzum Plaza, Tacoma, Washington 98421 until **2:00 P.M. on October 2416, 2025**, at which time they will be publicly opened and read aloud and the apparent low bid will be determined.

Pre-Bid Conference and Site Tour: A pre-Bid conference and site visit have been set for October 1, 2025 at 10:00 A.M. The site visit will convene at the Port's Administrative building, located at One Sitzum Plaza. The following Personal Protective Equipment is required for the site visit: sturdy shoes and reflective vest.

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.

| | |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Additional Information: | There are three grants associated with this project: U.S. Department of Transportation, State of Washington Department of Ecology and Washington State Department of Commerce. |
| Special Conditions: | <p>It is anticipated that this project will be funded in part by the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to any contract or any subcontract resulting from this solicitation for bids.</p> <p>2 C.F.R. 200-321, as appropriate and to the greatest extent practicable under this project, contracting with small and minority businesses, women's business enterprises and labor surplus area firms.</p> <p>2 C.F.R. 200-322, as appropriate and to the extent consistent with law, to the greatest extent practicable under this project provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, is applicable to this project.</p> |
| Contact Information: | <p>Any questions to the Port may be submitted to the Procurement Department through the Procurement and Question Submission Portal (Portal link is accessible via this specific procurements website. See left side of page.). A direct link is also available here: Procurement and Question Portal Link. No oral responses will be binding by the Port.</p> <p>Instructions for utilizing the portal can be found here: Procurement and Question Submission Portal Instructions.</p> <p>Questions will not be accepted after seven (7) days prior to the Bid Date.</p> |
| Bidding Documents: | <p>Plans, Specifications, Addenda, and Plan Holders List for this Project are available on-line through The Port of Tacoma's Website portoftacoma.com. Click on "Contracts," "Procurement," and then the Procurement Number 071908. Bidders must subscribe to the Holder's List on the right hand side of the screen in order to receive automatic email notification of future addenda and to be placed on the Holder's List.</p> <p>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.</p> <p>Instructions for utilizing the portal can be found here: Procurement and Question Submission Portal Instructions.</p> |

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

BIDDER'S NAME: _____

PROJECT TITLE: THORNE RD OFF DOCK CONTAINER YARD _____

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/ DEMOBILIZATION | 1 | LS | | |
| 2 | PROJECT ADMINISTRATION | 1 | LS | | |
| 3 | DEMOLITION AND REMOVAL | 1 | LS | | |
| 4 | FIELD ENGINEERING | 1 | LS | | |
| 5 | CLEARING & GRUBBING | 10 | ACRE | | |
| 6 | EARTHWORK | 17,500 | TON | | |
| 7 | REEFER AREA | 1 | LS | | |
| 8 | CHASSIS REPAIR HUT | 1 | EA | | |
| 9 | GUARD SHELTER | 1 | EA | | |
| 10 | ELEC - AREAS 1 AND 2 | 1 | LS | | |
| 11 | ELEC - RR CROSSING | 1 | LS | | |
| 12 | ELEC - AREA 3 | 1 | LS | | |
| 13 | COARSE AGGREGATE BASE | 69,700 | TON | | |
| 14 | ASPHALT PAVING | 64,450 | TON | | |
| 15 | PAVEMENT MARKINGS | 1 | LS | | |
| 16 | CHAIN LINK FENCES | 6,297 | LF | | |
| 17 | GATES 30' | 3 | EA | | |
| 18 | SLIDING GATE 30' | 2 | EA | | |
| 19 | GATE 24' | 1 | EA | | |
| 20 | MISC SITE CONCRETE, BARRIERS AND BOLLARDS | 1 | LS | | |
| 21 | FIRE PROTECTION SYSTEM | 1 | LS | | |

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

| ITEM NO. | DESCRIPTION OF ITEM | QTY | UOM | UNIT PRICE | EXTENDED PRICE (QTY. x UNIT PRICE) |
|----------|------------------------------------------------------------|-------|-----|------------|------------------------------------|
| 22 | WATER SYSTEM | 1 | LS | | |
| 23 | REEFER RECIRCULATION EQUIPMENT & ENCLOSURE | 1 | LS | | |
| 24 | SANITARY SEWER SYSTEM | 1 | LS | | |
| 25 | ONSITE STORMWATER GRAVITY CONVEYANCE | 1 | LS | | |
| 26 | ONSITE STORMWATER TREATMENT SYSTEM | 1 | LS | | |
| 27 | RAIL CROSSING | 1 | LS | | |
| 28 | TRAFFIC CONTROL MEASURES | 1 | LS | | |
| 29 | SAWCUT AND REMOVAL OF EXISTING PAVEMENT, CURB AND SIDEWALK | 1 | LS | | |
| 30 | CONCRETE SIDEWALK | 1,681 | SY | | |
| 31 | CONCRETE CURB AND GUTTER | 2,252 | LF | | |
| 32 | STREET LIGHTING SYSTEM | 1 | LS | | |
| 33 | LANDSCAPE | 1 | LS | | |
| 34 | OFFSITE STORMWATER GRAVITY CONVEYANCE AND TREATMENT | 1 | LS | | |
| 35 | COARSE AGGREGATE BASE | 640 | TON | | |
| 36 | ASPHALT CONCRETE PAVEMENT - STREET | 525 | TON | | |
| 37 | CEMENT CONCRETE PAVEMENT - STREET | 70 | SY | | |
| 38 | CEMENT CONCRETE DRIVEWAY | 395 | SY | | |
| 39 | SIDEWALK RAMPS | 6 | EA | | |
| 40 | PAVEMENT MARKINGS | 1 | LS | | |
| 41 | RAIL CROSSING - PEDESTRIAN | 1 | LS | | |
| 42 | UNFORESEEN CONDITIONS ALLOWANCE | 1 | LS | \$100,000 | \$100,000 |

[1]

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

Note: Show prices in figures only.

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

Trench Excavation Safety Provision. If the bid amount contains work which requires trenching exceeding a depth of four (4) feet, all costs for trench safety shall be included in the Base Bid and indicated below for adequate trench safety systems in compliance with RCW 39.04 and WAC 296-155-650. Bidder shall include a lump sum amount, excluding Washington State Sales Tax. If trench excavation safety provisions do not pertain to the Work, the Bidder should enter "N.A." or "Not Applicable" in the blank below.

Trench Excavation Safety: _____ (Total in Written Figures Only)

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

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

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

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

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

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

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

2 C.F.R. 200-321, as appropriate and to the greatest extent practicable under this project, contracting with small and minority businesses, women's business enterprises and labor surplus area firms.

| | |
|-----------------------------------|------------------------------------|
| 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

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTAL REQUIREMENTS

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

1.03 COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE

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

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

- 1. An express waiver of subrogation in favor of the Port;
- 2. A cross liabilities clause; and
- 3. An endorsement stating that the Contractor's policy is primary and not contributory with any insurance carried by the Port.
- C. If the Contractor, Supplier, or Subcontractors will perform any work requiring the use of a licensed professional, per RCW 18, the Contractor shall provide evidence to the Port of professional liability insurance in amounts not less than \$1,000,000.
- D. This insurance shall cover all of the Contractor's operations, of whatever nature, connected in any way with the Contract, including any operations performed by the Contractor's Subcontractors of any tier. **It is the obligation of the Contractor to ensure that all Subcontractors (at whatever level) carry a similar program that provides the identified types of coverage, limits of liability, inclusion of the Port as additional insured(s), waiver of subrogation and cross liabilities clause.** The Port reserves the right to reject any insurance policy as to company, form, or substance. Contractor's failure to provide, or the Port's acceptance of, the Contractor's certificate of insurance does not waive the Contractor's obligation to comply with the insurance requirements of the Contract as specifically described below:
 - 1. 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;
 - f. By endorsement to the policy, not exclude work within fifty feet of any railroad track;

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. Railroad protective liability insurance naming the Port and Tacoma Rail as Insureds with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy must be issued on a standard ISO form CG 00 35 10 93 and include the following:
 - a. Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93);
 - b. Endorsed to include the Limited Seepage and Pollution Endorsement;
 - c. Endorsed to include Evacuation Expense Coverage Endorsement;
 - d. No other endorsements restricting coverage may be added; and
 - e. The original policy must be provided to the Port prior to execution of the Contract; within ten (10) days of Notice of Award.
4. Contractor's Pollution Liability (CPL) covering claims for bodily injury, property damage and cleanup costs, and environmental damages from pollution conditions arising from the performance of covered operations.
 - a. If the Work involves remediation or abatement of regulated waste to include, but not limited to asbestos containing materials, lead containing products, mercury, PCB, underground storage tanks, or other hazardous materials or substances, the CPL policy shall not exclude such coverage, or a specific policy covering such exposure shall be required from the Contractor and all Subcontractors performing such Work.
 - b. If the Work involves transporting regulated materials or substances or waste, a separate policy or endorsement to the CPL policy specifically providing coverage for liability and cleanup arising from an upset or collision during transportation of hazardous materials or substances shall be required from the Contractor and all Subcontractors performing such Work.
 - c. It is preferred that CPL insurance shall be on a true occurrence form without a sunset clause. However, if CPL insurance is provided on a Claims Made basis, the policy shall have a retroactive date prior to the start of this project, and this insurance shall be kept in force for at least three years after the final completion of this project. Alternatively, the contractor, at its option, may provide evidence of extended reporting period of not less than three (3) years in its place. The Contractor shall be responsible for providing the Port with certificates of insurance each year evidencing this coverage.
 - d. The Port shall be named as an additional insured(s) on the CPL policy.

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

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

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

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

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

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

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

1.04 BUILDER'S RISK INSURANCE

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

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

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" (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 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 ~~October 16, 2025~~ October 24, 2025.
- 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

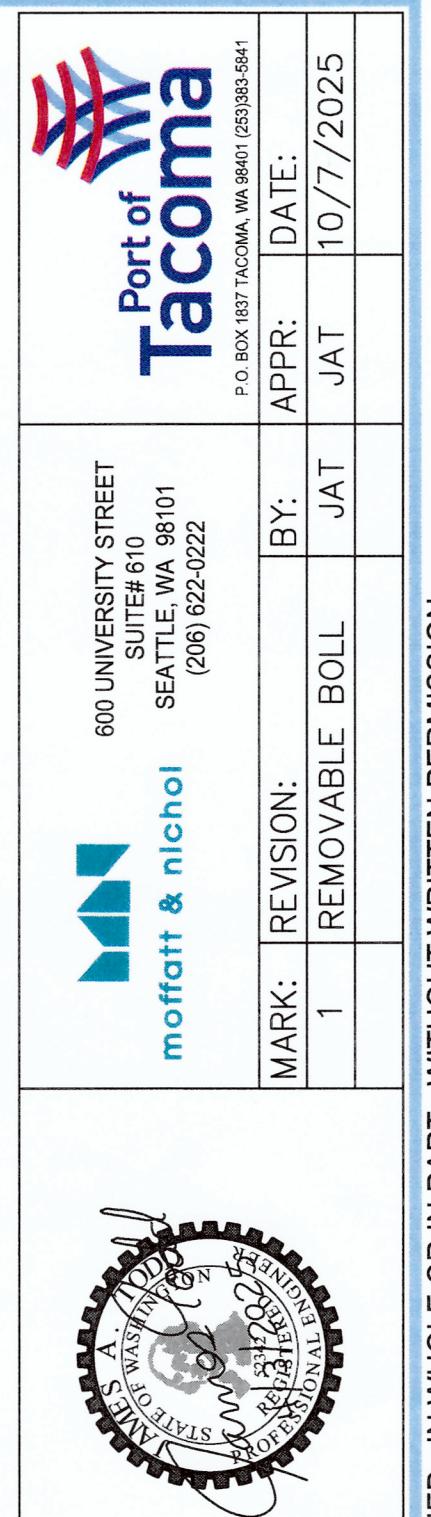
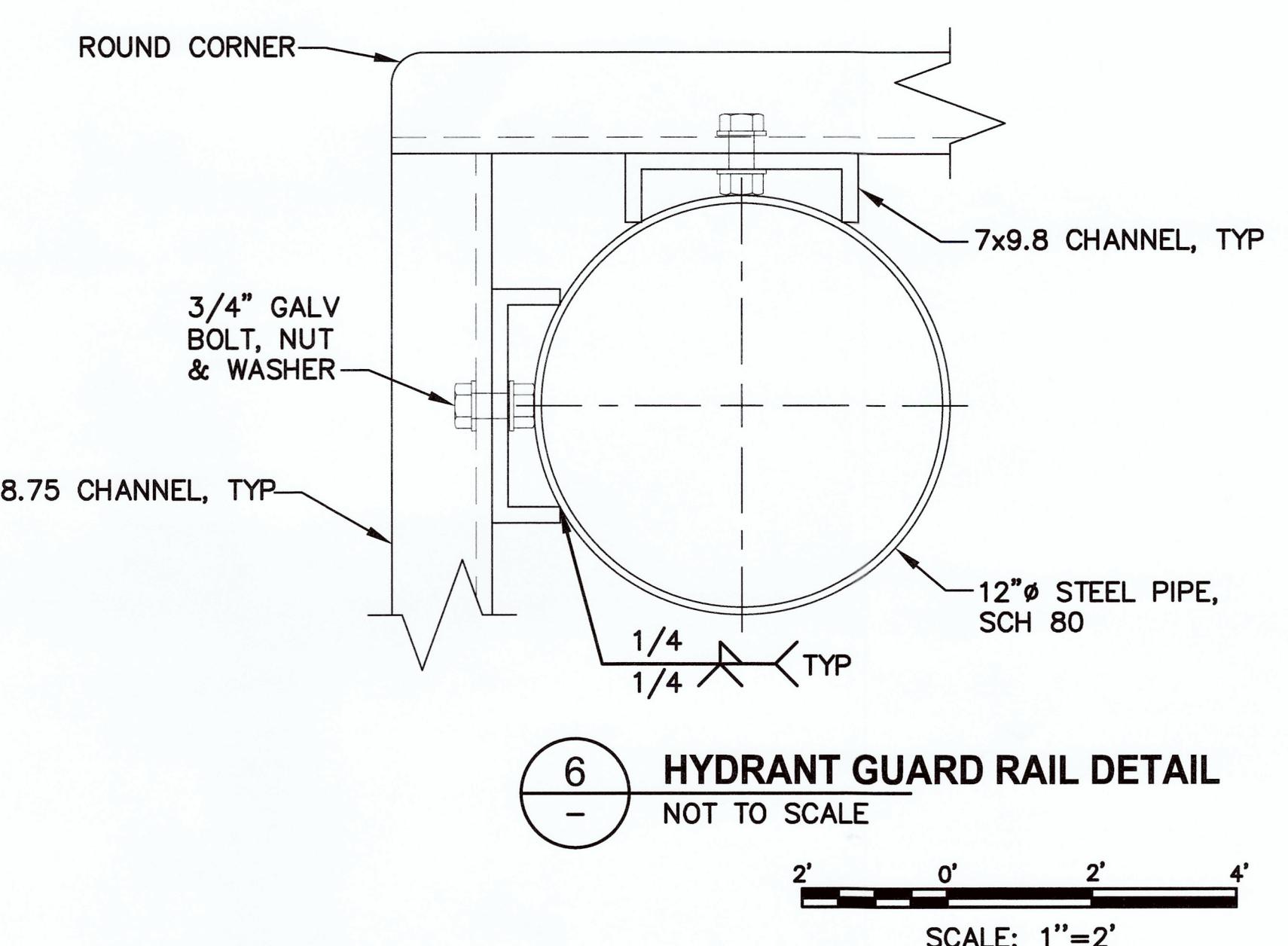
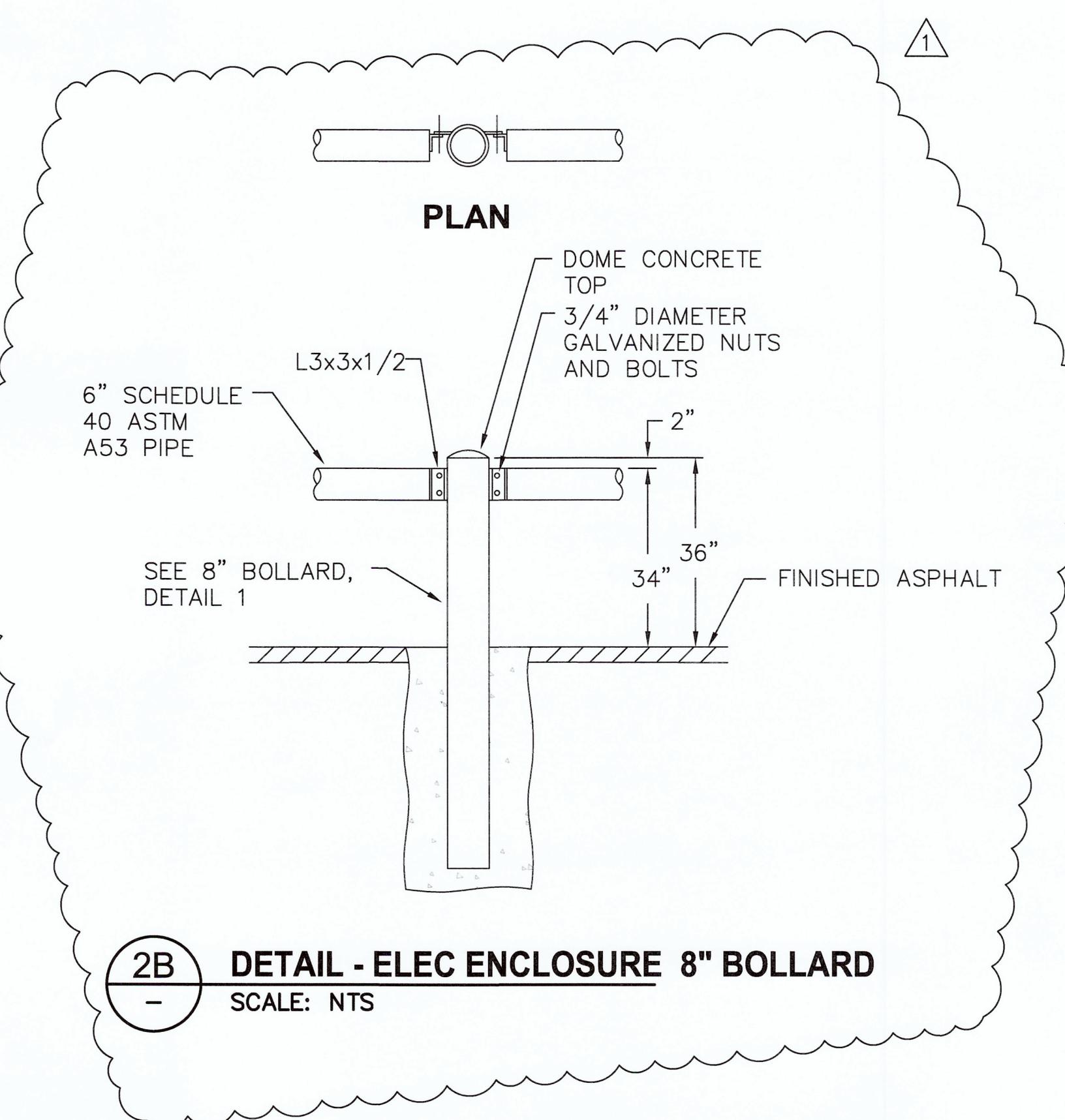
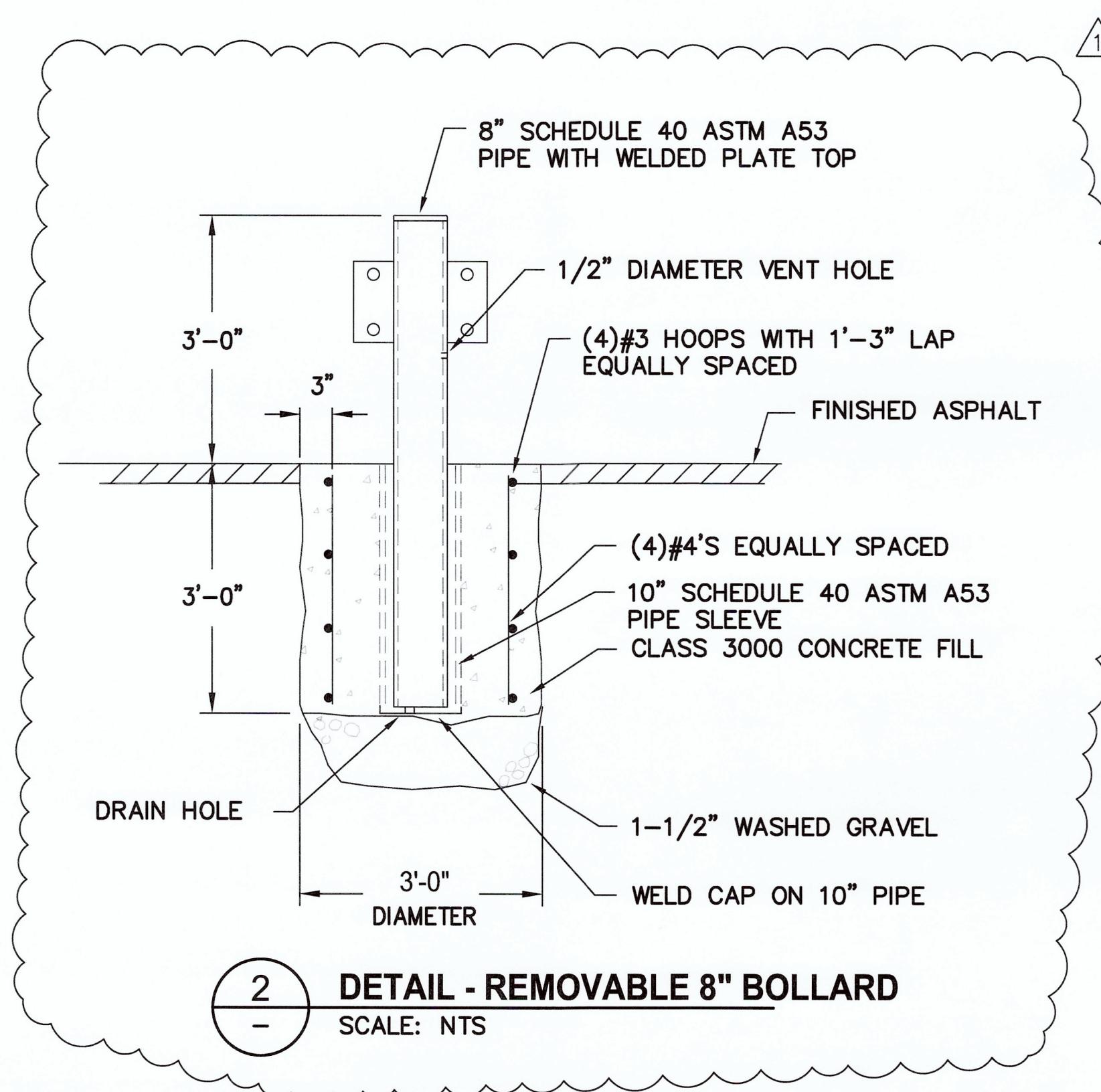
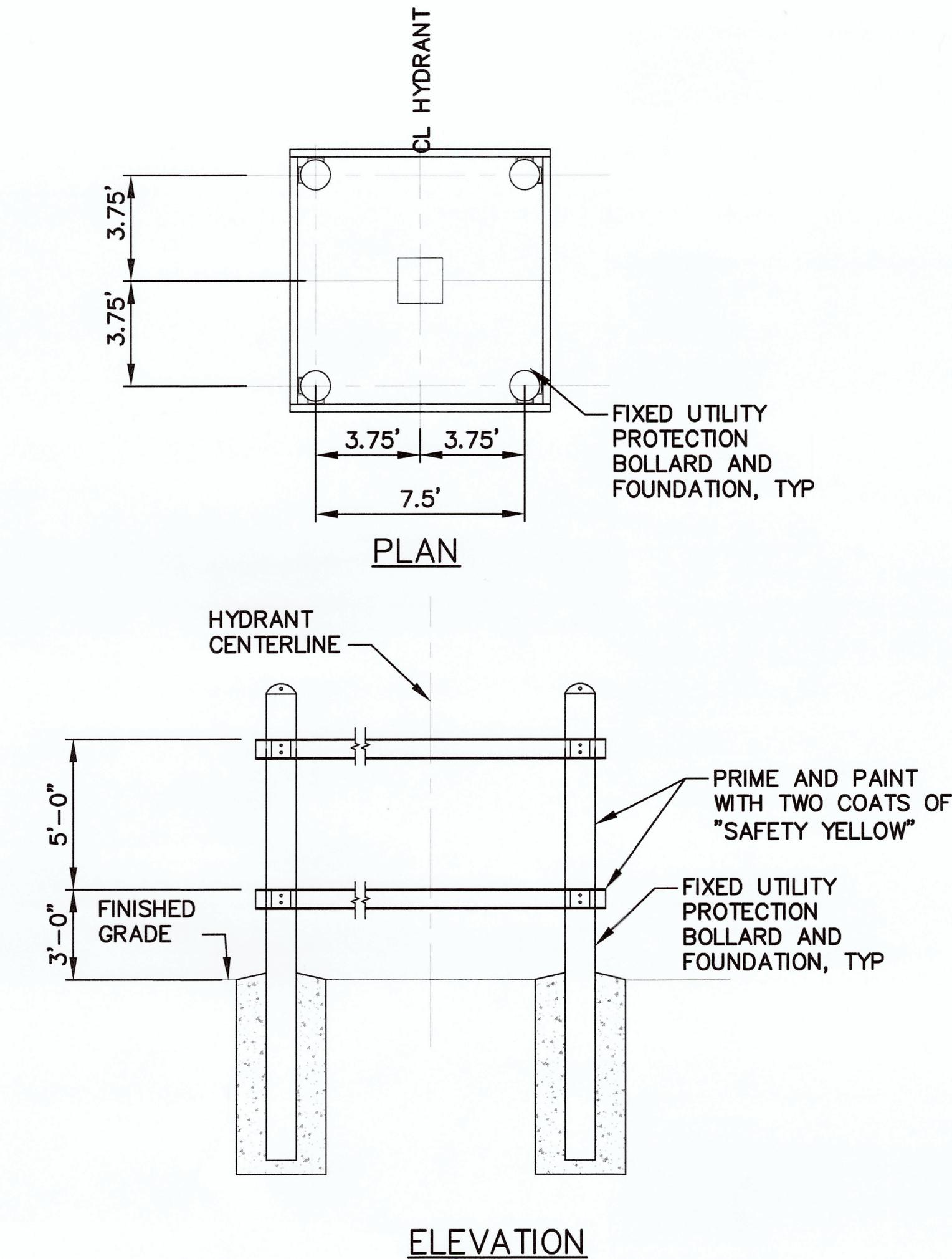
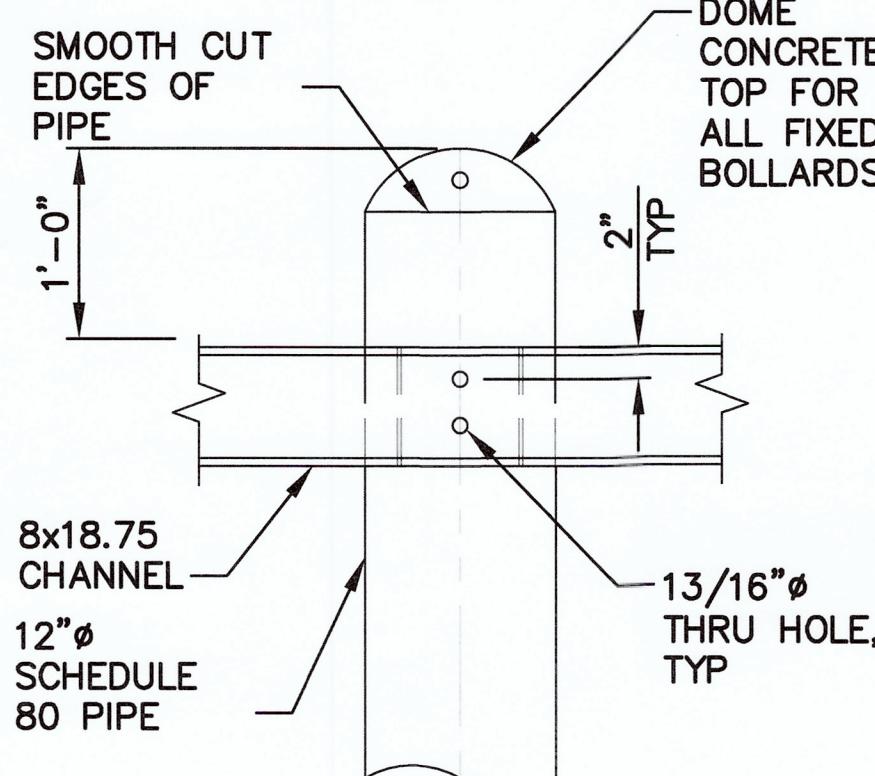
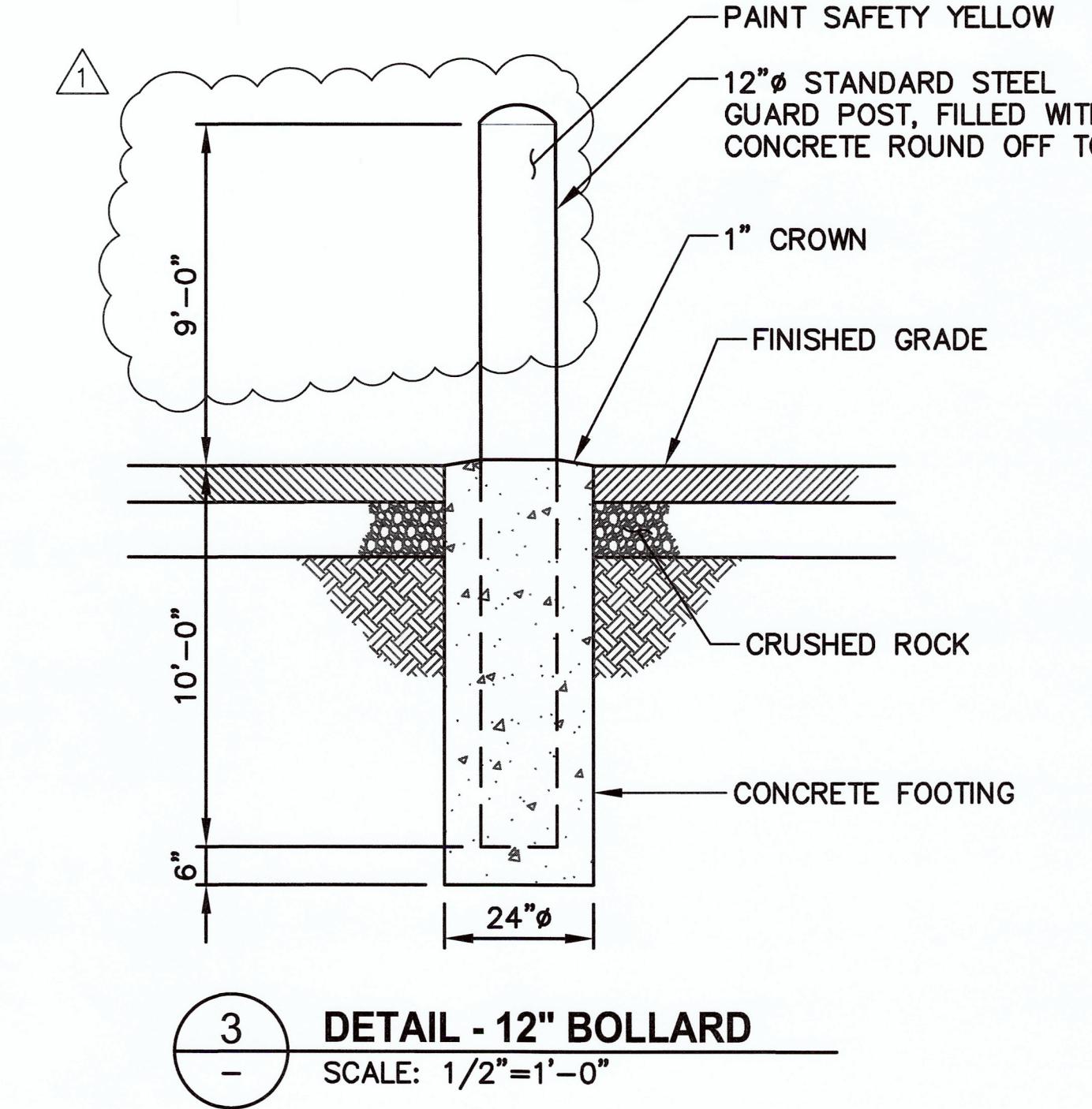
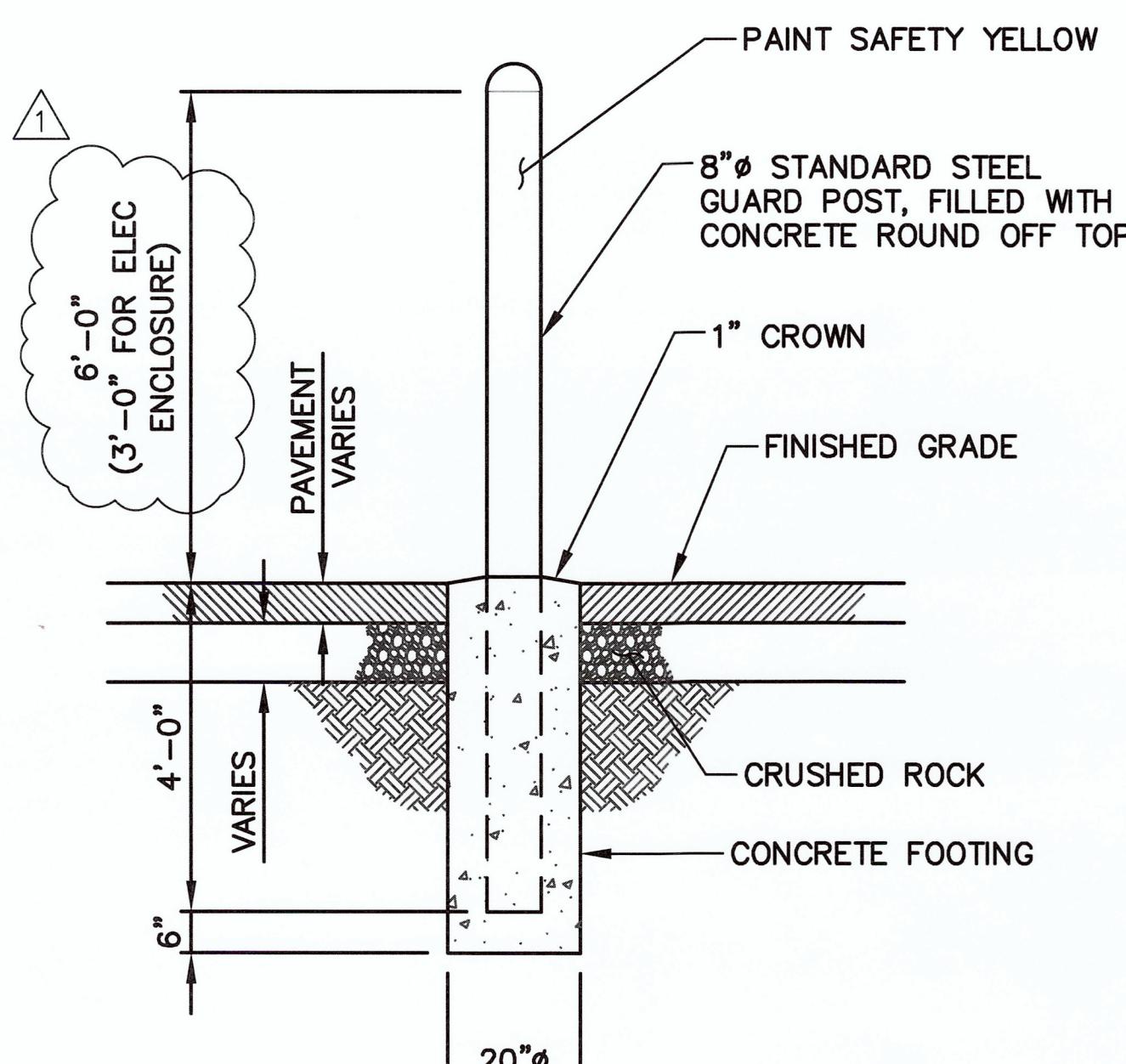
1. Prior to any payment being made by the Port under this Contract, the Contractor, and each Subcontractor of any tier, shall file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries for approval.
2. The statement shall include the hourly wage rate to be paid to 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



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| MARK: | 1 | REVISION: | JAT |
| APPR: | 10/7/2025 | BY: | APPR: 10/7/2025 |

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| CONT./CONS: | 53 OF 105 | TOWNSHIP: | 21N | RANGE: | 3E | SECTION: | 34 | DATE: | 4/2/2025 |
| M. ID: | 10124101 | DATA-HRZ: | WA83-SF | VERT: | MLLW 19.39' @ Tide 07.07.2025 | PRINTED BY: | JAT | DIR. ENGR: | JT |
| PARCEL: | 72, 85, & 87 | DRAWING SCALE: | AS NOTED | PORT ADDRESS: | ONE SUTCLIFFE PLAZA | DATE: | 10/7/2025 | APPR: | 10/7/2025 |
| DESIGN: | 100% | PHASE: | | | | | | | |

ISSUED FOR CONSTRUCTION
DATE: 2025-08-25