

Preload Ground Improvement Technical Memorandum

Technical Memorandum

TO: Andy Kallus, Washington State Department of Ecology
CC: Erik Gerking, Port of Everett
FROM: Dylan Frazer, LG and Larry Beard, PE, LHG
DATE: April 6, 2021
RE: **MTCA 3rd Interim Action & Maritime Industrial Expansion at Norton Terminal—
Preload Ground Improvement
Port of Everett
Everett, Washington
Project No. 0121049.020.022**

Introduction

This technical memorandum was prepared on behalf of the Port of Everett (Port) to present planned Preload Ground Improvement Early Action (preload) activities for the 3rd Interim Cleanup Action at the former Kimberly-Clark Worldwide (K-C) mill Model Toxics Control Act (MTCA) site (site). The site is located adjacent to and just north of the Port's main Marine Terminal facilities in Everett, Washington, and is being conducted in coordination with the Port's Maritime Industrial Expansion (MIE) at Norton Terminal project (Project), as illustrated on Figures 1 and 2. From May 2020 through December 2020, K-C performed the 2nd Interim Action cleanup and crushed material removal projects, which included removal, capping, and/or plugging inactive underground pipes that were found protruding from the shoreline, removal of contaminated soil (close to 18,000 tons) and groundwater, importing clean sand backfill material that was graded to cover the site, and monitoring groundwater pH levels while crushed material (greater than 200,000 tons) was removed from the site under the direction of the Snohomish Health District.

A draft second amendment to the site Agreed Order (AO), which proposes a 3rd Interim Cleanup Action to be completed at the site by the Port, is currently in the public review process and is expected to be finalized after the AO public comment period, which ends on April 12, 2021. In accordance with the AO, an Interim Action Work Plan (IAWP) will be prepared to present a detailed description of the 3rd Interim Cleanup Action scope, engineering design, and phasing. Initial engineering design of the 3rd Interim Cleanup Action has determined that an area of preload in the approximate northwest quarter of the site is necessary for achieving a geotechnically stable cap, and thus is a necessary element of the interim action. Because of the extended time period necessary for the preload effects to take place, and the Port's goal to put the site back into economic use as quickly as possible, the Preload Early Action is required in advance of preparing the IAWP to complete the 3rd Interim Cleanup Action in a timely manner. This Preload Early Action technical memorandum presents the preload design, import fill criteria, stormwater management, and permitting considerations for implementation of the Preload Early Action.

Preload Early Action Considerations

Considerations for implementation of the Preload Early Action, which include preload design, import fill criteria, stormwater management, and permitting are presented in the following sections. For reference, 90 percent design plans for the Preload Early Action are included as Attachment 1.

Preload Design

Use of a preload at the site will help limit long-term settlement in areas with significant wood debris deposits after completion of the 3rd Interim Cleanup Action. The preload will be placed in an approximately 5.56-acre area in the northwest portion of the site, as illustrated on Sheet C1.1 of Attachment 1. The boundaries of the preload are defined by the presence of subsurface wood debris, historical underground foundations and concrete structures, and existing aboveground infrastructure at the site. Engineering analysis recommends a preload height of 6 feet (ft), and side slopes no steeper than 1½ horizontal to 1 vertical (1½H:1V).

The preload area relative to previous interim cleanup action areas at the site is presented in Sheet G1.7 of Attachment 1. As shown on this figure, the preload will be placed above several of the 1st and 2nd Interim Action cleanup areas. Based on our understanding of the results of these Interim Actions conducted by K-C, the presence of the preload is not anticipated to conflict with previous interim actions conducted at the site.

The preload will be constructed by importing about 50,000 cubic yards of clean crushed surfacing base course material (i.e., crushed rock) that will later be used to construct pavement sections at the site. As presented in the preload design documents in Attachment 1, the crushed surfacing base course will conform with the requirements in Section 9-03.9(3) of the 2021 Washington State Department of Transportation (WSDOT) Standard Specifications. For both environmental and geotechnical considerations, the bottom 1 ft of preload fill is assumed to settle and become mixed with surficial soils (clean sand backfill) making the material not feasible for reuse in construction of pavement sections. Consequently, this bottom 1 ft of material will remain in place following completion of the preload period. Construction of the preload will be completed with minimal disturbance of the existing ground surface; no excavation or surface grading will be conducted prior to or during the placement of preload materials, and there will be no contact with any contamination at the site.

Haul Road Construction

Construction of a haul road is included as a component of the Preload Early Action to minimize disturbance of surficial soils (clean sand backfill) during preload construction activities. The current surface layer of the site, the sandy fill placed across most of the site as a part of the crushed material removal project, is susceptible to disturbance when exposed to traffic. Vehicles have become stuck as a result of disturbance of the surficial material. As shown on Sheet G1.7 of Attachment 1, the planned haul road will connect an existing short-haul road currently present in the northern portion of the site

to the southern site entrance, allowing for one-way truck and equipment travel across the site during interim action construction. The north haul road is accessed from Norton Avenue and the south haul road is accessed from Federal Avenue.

A typical haul road cross section is shown on Sheet C2.2 of Attachment 1. The haul road will be constructed by first placing a geotextile on the existing sandy fill. Imported clean permeable crushed rock (approximately 800 cubic yards) will then be placed on top of the geotextile and compacted in place. Construction of the haul road will be completed with minimal disturbance of the existing ground surface; no excavation or surface grading will be conducted prior to or during the placement of additional materials, and there will be no contact with any contamination at the site.

Environmental and geotechnical requirements for material utilized for construction of the haul road will be consistent with preload material requirements.

Import Fill Criteria

Fill imported to the site as a part of the Preload Early Action will be tested for hazardous substances to confirm it is not contaminated. Consistent with import fill criteria used by K-C during the 2nd Interim Action, representative samples will be collected for chemical analysis at a rate of five samples for the first 1,000 cubic yards of imported material, and one sample for each additional 1,000 cubic yards. Each sample will be analyzed for the following:

- Gasoline- and diesel-range total petroleum hydrocarbons by Northwest total petroleum hydrocarbon gasoline-range extend (NWTPH-Gx) and Northwest total petroleum hydrocarbon diesel-range extended (NWPTH-Dx)
- Polycyclic aromatic hydrocarbons (PAHs) by US Environmental Protection Agency (EPA) Method 8270 selected ion monitoring (SIM)
- Metals (arsenic, copper, lead, mercury, nickel, zinc) by EPA Method 6000/7000
- Polychlorinated biphenyls (PCBs) by EPA Method 8082.

Analytical results will be communicated to Ecology prior to stockpiling and screened against preliminary site cleanup levels for unsaturated soils to determine if this material meets these criteria and is suitable for use on the site; these preliminary cleanup levels are presented in Table 1.

Stormwater Management

Stormwater at the site has been successfully infiltrated since former manufacturing structures were demolished in 2012. In addition to infiltration of stormwater on the site generally, construction stormwater was infiltrated as part of the 1st and 2nd Interim Actions, which involved large-scale excavation of contaminated soils below the water table. The 1st Interim Action, in 2013-14, removed about 38,000 tons of contaminated soils, and the 2nd Interim Action during 2020 removed about 18,000 tons of contaminated soils. Stormwater was also infiltrated during additional site clean-up of the crushed material that took place outside of the site's MTCA process, but concurrent with the

2nd Interim Action. That project removed 250,000 tons of crushed material that had been spread out over about 32 acres during demolition of the mill in 2012–2013. Following removal of the debris, the project imported approximately 150,000 tons of permeable clean sand to regrade the site to its current condition. During these prior actions, due to the project’s success in infiltrating stormwater, there was no discharge to surface waters of the state as indicated in the discharge monitoring reports submitted by K-C. Additionally, the pH monitoring that occurred during the crushed material removal indicated no detectable pH impacts from the disturbance of the crushed material.

The Preload Early Action will be much less disruptive of the site soils, and the current surficial soils (clean sand backfill) should have greater infiltration capacity than surficial soils did during prior cleanup construction. The placement of crushed rock material as preload will have little to no effect on site infiltration because the material will provide as much, if not greater, infiltration capacity as the existing sandy fill. The haul-road material will consist of permeable ballast that will be compacted in place. The compacted material will allow some infiltration, but heavy precipitation will run off the surface to the adjacent sandy fill material where it will infiltrate into the ground. The proposed method of stormwater management for the Preload Early Action is to use the same infiltration approach and to maintain the same stormwater management features that were approved and successfully implemented during the two prior and much more disruptive interim actions from 2012 to 2020. Near completion of the 2nd Interim Action, a berm was constructed along the shoreline to provide an added level of protection to prevent surface water discharge from the site. The berm measures about 2 ft high by 3 ft wide at its top. The berm will be maintained and protected-in-place during the Preload Early Action. As part of the 2nd Interim Action, 11 underground pipes (including CSO PSO4) found protruding from the shoreline were either removed, plugged, and/or capped. As shown on sheet G1.7 of Attachment A, the site’s only active stormwater outfall pipe (Pipe A) is located at the south end of the site, which serves an area that is distant from the location of the Preload Early Action (more than 300 yards away) and hydraulically separate from the Preload Early Action area. Catch basins located under the covered loading dock on the west side of the former distribution warehouse connect to Pipe A which functions to drain stormwater generated from the roof and the western side of the building. Precipitation falling on the Preload Early Action work area will not be collected by these catch basins, as there is no stormwater flow path between the two areas.

Permitting

Under MTCA, remedial actions completed under consent decree or agreed order are exempt from certain local and state permitting (e.g., grading permits, Shoreline Master Program permits and Hydraulic Project Approval), in accordance with Washington Administrative Code (WAC) 173-340-710; however, remedial actions are required to comply with the substantive requirements of those permits. For the Preload Early Action, the Port anticipates receiving a letter from the City of Everett (City) confirming the project as designed is in compliance with the City’s substantive permit requirements.

Conclusion

A Preload Early Action will be implemented as a part of the 3rd Interim Cleanup Action at the former K-C mill site to achieve a geotechnically stable cap, which is necessary to achieve the goals of the 3rd Interim Cleanup Action for the site. Because of the extended time period necessary for the preload effects to take place, this work will be completed in advance of the remainder of the work to be completed under the 3rd Interim Cleanup Action. The Preload Early Action has been designed to be consistent with previously completed interim cleanup actions at the site and will include evaluation of import fill quality, stormwater management, and permitting considerations. This work will also be consistent with the Interim Action Work Plan that will be prepared for implementation of the 3rd Interim Cleanup Action; this technical memorandum will be included with the Interim Action Work Plan as an appendix.

Use of This Technical Memorandum

This technical memorandum has been prepared for the exclusive use of KPFF Consulting Engineers and the Port for specific application to the MIE Project at Norton Terminal. No other party, other than relevant regulatory agencies, is entitled to rely on the information, conclusions, and recommendations included in this document without the express written consent of LAI. Further, the reuse of information, conclusions, and recommendations provided herein for extensions of the project or for any other project, without review and authorization by LAI, shall be at the user's sole risk. LAI warrants that within the limitations of scope, schedule, and budget, our services have been provided in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as this project.

LAI makes no other warranty, either express or implied. Re-assessment of permit/compliance needs may be needed based on results of pre-application comments from the agencies and/or changes to the Project as described above.

This document has been prepared under the supervision and direction of the following key staff.

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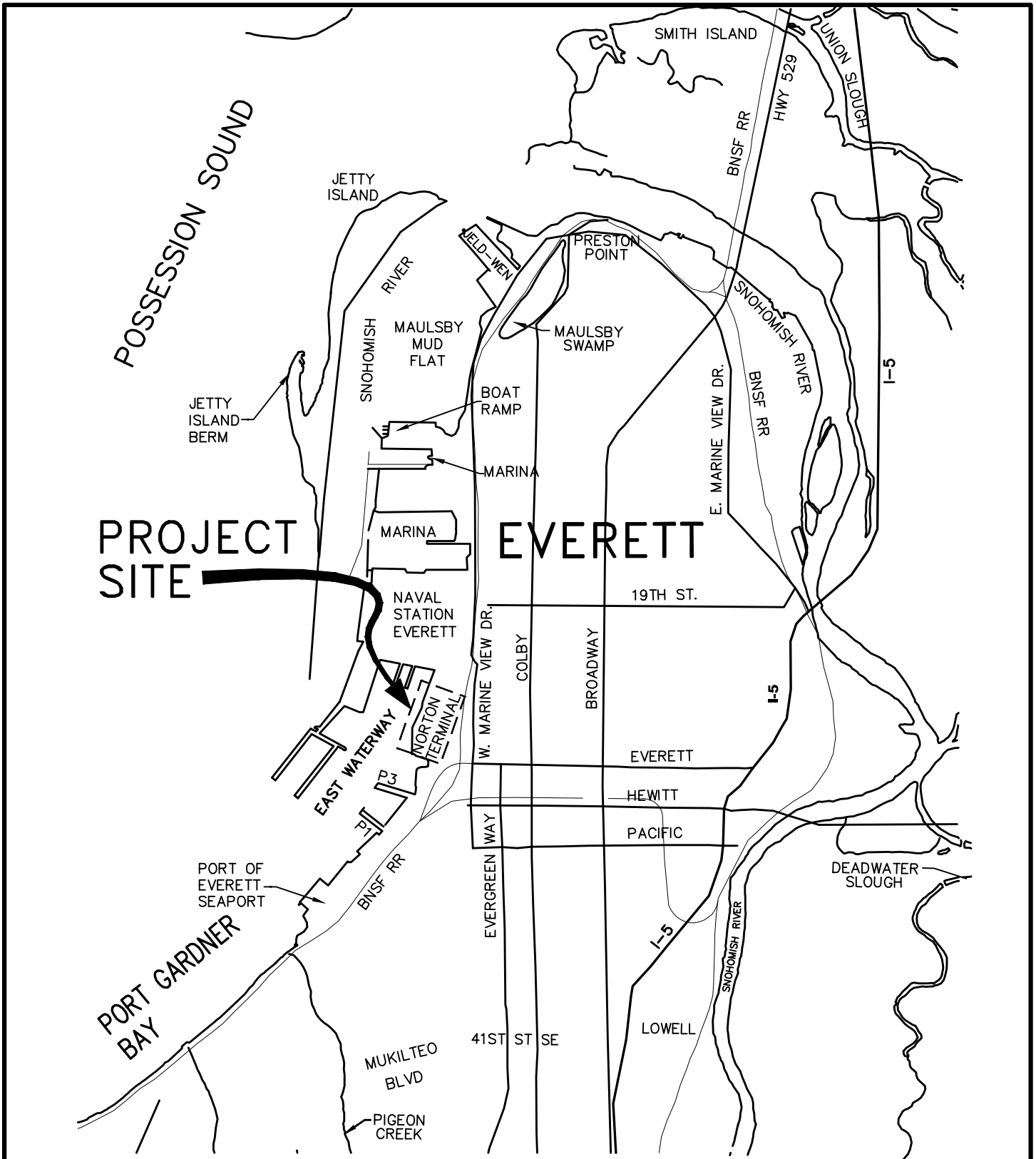
Attachments

Figure 1. Vicinity Map

Figure 2. 3rd Interim Cleanup Action Site Diagram

Table 1. Import Fill Criteria

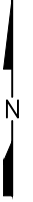
Attachment 1. Preload Ground Improvement 90 Percent Design Plans

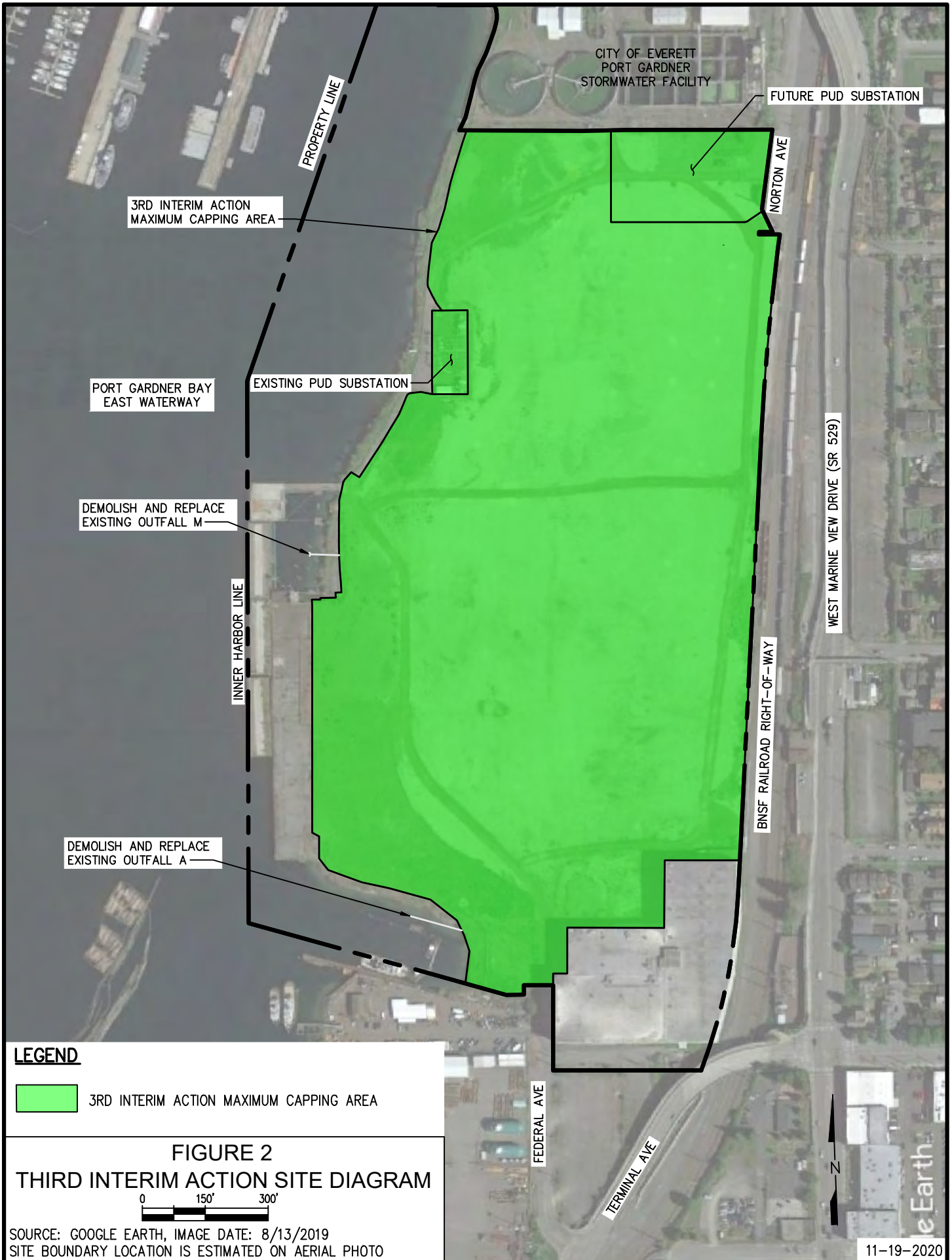


**PROJECT
SITE**

EVERETT

FIGURE 1
VICINITY MAP
SCALE: NTS





LEGEND

3RD INTERIM ACTION MAXIMUM CAPPING AREA

**FIGURE 2
THIRD INTERIM ACTION SITE DIAGRAM**

0 150' 300'

SOURCE: GOOGLE EARTH, IMAGE DATE: 8/13/2019
SITE BOUNDARY LOCATION IS ESTIMATED ON AERIAL PHOTO

Table 1
Import Fill Criteria
MIE Preload Early Action
Port of Everett, Washington

Analyte	Analytical Method	Site Preliminary Soil CUL-unsaturated (a)
Total Petroleum Hydrocarbons (mg/kg)		
Gasoline-range hydrocarbons	NWTPH-Gx	100
Diesel-range total petroleum hydrocarbons	NWTPH-Dx	2000
Oil-range total petroleum hydrocarbons	NWTPH-Dx	2000
Metals (mg/kg)		
Arsenic	EPA 6020B	20
Copper	EPA 6020B	36
Lead	EPA 6020B	1000
Mercury	EPA 7471	0.1
Nickel	EPA 6020B	48
Zinc	EPA 6020B	100
PAHs (mg/kg)		
Acenaphthene	EPA 8270 SIM	23
Acenaphthylene	EPA 8270 SIM	210,000
Anthracene	EPA 8270 SIM	1,100,000
Benzo(g,h,i)perylene	EPA 8270 SIM	110,000
Fluoranthene	EPA 8270 SIM	140,000
Fluorene	EPA 8270 SIM	140,000
Phenanthrene	EPA 8270 SIM	1,100,000
Pyrene	EPA 8270 SIM	110,000
1-Methylnaphthalene	EPA 8270 SIM	4,500
2-Methylnaphthalene	EPA 8270 SIM	13
Naphthalene	EPA 8270 SIM	17
Total cPAH TEQ	EPA 8270 SIM	3.2
PCBs (mg/kg)		
Total PCBs (sum of aroclors)	EPA 8082	2.4

Notes:

(a) K-C Worldwide Site Upland Area, Second Interim Action Work Plan (Aspect 2020).

Abbreviations and Acronyms:

cPAH = carcinogenic polycyclic aromatic hydrocarbons
 CUL = cleanup level
 EPA = US Environmental Protection Agency
 mg/kg = milligrams per kilogram
 NWTPH-Dx = Northwest total petroleum hydrocarbon diesel-range extended
 NWTPH-Gx = Northwest total petroleum hydrocarbon gasoline-range extended
 PAH = polycyclic aromatic hydrocarbon
 PCB = polychlorinated biphenyl
 SIM = selected ion monitoring
 TEQ = toxicity equivalency quotient

Preload Ground Improvement 90 Percent Design Plans



MTCA THIRD INTERIM ACTION & MARITIME INDUSTRIAL EXPANSION (MIE) AT NORTON TERMINAL

GRANT INFORMATION:

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 BUILD GRANT
 XXXXXXXXXXXXXXX

COMMISSIONERS:

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PORT STAFF:

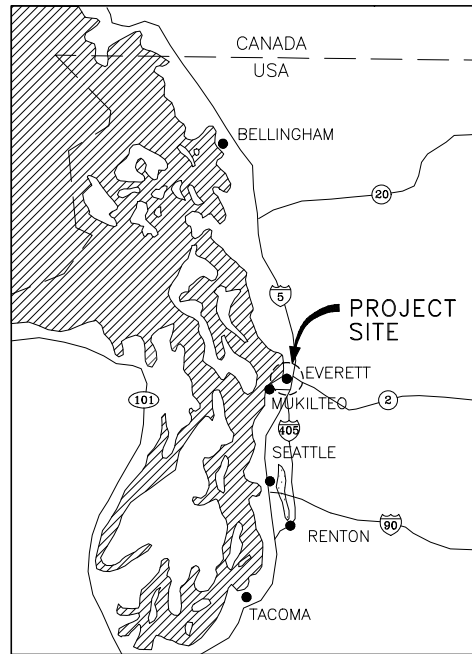
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CEO/EXECUTIVE DIRECTOR
 CHIEF OPERATIONS OFFICER
 MARINE TERMINALS DIRECTOR
 CHIEF OF ENGINEERING & PLANNING
 PROJECT MANAGER

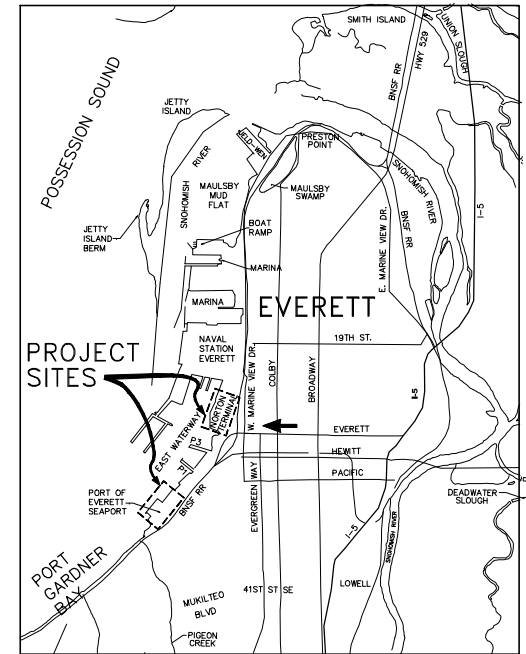
CONSULTING ENGINEERS:

KPFF CONSULTING ENGINEERS
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CIVIL/STRUCTURAL
 ENVIRONMENTAL/GEOTECHNICAL



LOCATION MAP
 SCALE: NTS



VICINITY MAP
 SCALE: NTS

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 REDUCE SCALE ACCORDINGLY



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 PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:	SCALE: AS SHOWN
DESIGNED BY:	DATE: 3-22-2021
DRAWN BY:	CHECKED BY:
APPROVED BY:	

PORT OF EVERETT
 MTCA THIRD INTERIM ACTION &
 MIE AT NORTON TERMINAL
 PRELOAD GROUND IMPROVEMENT
 TITLE SHEET AND LOCATION PLAN



DWG. NO.	G1.0
CIP NO.	1-8-900-05
PROJECT NO.	MT-NI-2021-02.1
SHEET NO. XX	OF XX

DRAWING INDEX			
SHEET NO.	DWG NO.	REV NO.	DRAWING TITLE
CIVIL			
1	G1.0		TITLE SHEET AND LOCATION PLAN
2	G1.1		SHEET INDEX AND ABBREVIATIONS
3	G1.2		GENERAL NOTES AND LEGEND
4	G1.3		ACCESS AND TRUCK ROUTE PLAN
5	G1.4		SOUTH TERMINAL TRUCK ROUTE
6	G1.5		SOUTH TERMINAL TRUCK ROUTE
7	G1.6		SOUTH TERMINAL TRUCK ROUTE
8	G1.7		OVERALL SITE PLAN
9	C1.1		SITE PLAN AND SURVEY CONTROL
10	C1.2		BALLAST PAD DEMO PLAN
11	C2.1		SITE SECTIONS
12	C2.2		SECTIONS AND DETAILS (1 OF 2)
13	C2.3		SECTIONS AND DETAILS (2 OF 2)

ABBREVIATIONS

ASPH	ASPHALT	OWS	OIL/WATER SEPARATOR
APPROX	APPROXIMATE	P	POWER
BGS	BELOW GROUND SURFACE	PP	POWER POLE
BLDG	BUILDING	PSI	POUNDS PER SQUARE INCH
BMP	BEST MANAGEMENT PRACTICE	PVC	POLYVINYL CHLORIDE
BOT	BOTTOM	PVMT	PAVEMENT
BP	BURIED POWER	REF	REFERENCE DIMENSION
B/W	BETWEEN	REQD	REQUIRED
CAP	CAPACITY	REV	REVISION
CB	CATCH BASIN	RD	ROAD
CL	CENTERLINE	R.O.W.	RIGHT-OF-WAY
CLR	CLEARANCE	RPBA	REDUCED PRESSURE BACKFLOW ASSEMBLY
CMP	CORRUGATED METAL PIPE	SCH	SCHEDULE
CO	CLEANOUT	SD	STORM DRAIN
CONC	CONCRETE	SDFM	STORM DRAIN FORCE MAIN
CONN	CONNECTION	SDMH	STORM DRAIN MANHOLE
CONT	CONTINUOUS	SF	STORM FILTER
CONT'D	CONTINUED	SIM	SIMILAR
COE	CITY OF EVERETT	SS	SANITARY SEWER, STAINLESS STEEL
CP	CONCRETE PIPE	SSFM	SANITARY SEWER FORCE MAIN
CRB	CRUSHED ROCK BASE	SSMH	SANITARY SEWER MANHOLE
CSBC	CRUSHED SURFACING BASE COURSE	SSS	SIDE SANITARY SEWER
CSO	COMBINED SEWER OVERFLOW	ST	STREET
CTR	CENTER	STD	STANDARD
DEA	DAVID EVANS & ASSOCIATES	SYMM	SYMMETRIC
DEMO	DEMOLITION	T	TELECOMMUNICATION UTILITY
DI	DUCTILE IRON	T&B	TOP AND BOTTOM
DIA, DIAM	DIAMETER	TB	THRUST BLOCK
DS	DOWNSPOUT	TD	TRENCH DRAIN
DWG	DRAWING	TYP	TYPICAL
DWO	DEEP WATER OUTFALL	U	UNKNOWN UTILITY
ECD	ELECTRICAL CONDUIT	UGP	UNDERGROUND POWER
ED	ELECTRICAL DUCTBANK	UNO	UNLESS NOTED OTHERWISE
EF	EACH FACE	VERT	VERTICAL
EG	EXISTING GRADE	VIF	VERIFY IN FIELD
EHW	EXTREME HIGH WATER	W	WATER
EL, ELEV	ELEVATION	W/O	WITH
ELW	EXTREME LOW WATER	WM	WITHOUT
EM	ELECTRICAL METER	WS	WATER MAIN
EOP	EDGE OF PAVEMENT		WATERSIDE
EV	ELECTRICAL VAULT		
EX, EXIST	EXISTING		
FH	FIRE HYDRANT		
FL	FLOW LINE		
FO	FIBER OPTIC		
FT	FEET		
G	GAS		
GS	GROUND SURFACE		
GV	GATE VALVE		
GVL	GRAVEL		
HDPPE	HIGH DENSITY POLYETHYLENE		
HMA	HOT MIX ASPHALT		
HORIZ	HORIZONTAL		
IE	INVERT ELEVATION		
K-C	KIMBERLY-CLARK		
LF	LINEAR FEET		
LOC	LOCATION		
LS	LANDSIDE		
MH	MANHOLE		
MHHW	MEAN HIGHER HIGH WATER		
MHW	MEAN HIGH WATER		
MIN	MINIMUM		
MLLW	MEAN LOWER LOW WATER		
MLW	MEAN LOW WATER		
NT	NORTON TERMINAL		
NTS	NOT TO SCALE		
OC	ON CENTER		
OHW	ORDINARY HIGH WATER		
OPP	OPPOSITE		

DRAFT - NOT FOR CONSTRUCTION **90% SUBMITTAL**
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY

 <p>Port of EVERETT P.O. BOX 538 EVERETT, WA 98206 (425) 259-3164</p>	 <p>kpff 1601 5th Avenue, Suite 1300 Seattle, Washington 98101 (206) 382-0600 Fax (206) 382-0500 PROJECT NO. 1600120</p>							PROJECT ENGINEER: AS SHOWN	SCALE: AS SHOWN	PORT OF EVERETT MTCA THIRD INTERIM ACTION & MIE AT NORTON TERMINAL PRELOAD GROUND IMPROVEMENT SHEET INDEX AND ABBREVIATIONS	DWG. NO. G1.1
									DESIGNED BY: DATE: 3-22-2021		DRAWN BY: CHECKED BY:
								APPROVED BY:			PROJECT NO. MT-NT-2021-02.1
											SHEET NO. XX OF XX

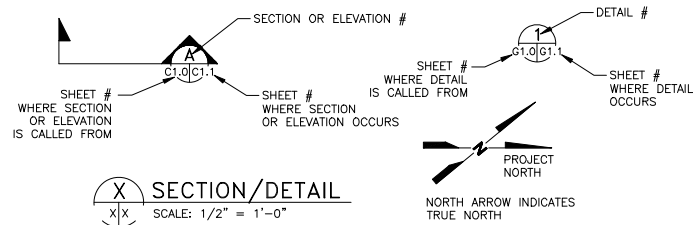
GENERAL NOTES:

- ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS AND THE CURRENT VERSION OF THE CITY OF EVERETT STANDARDS.
- CONTRACTOR SHALL VERIFY ALL LEVELS, DIMENSIONS, AND EXISTING CONDITIONS IN THE FIELD BEFORE PROCEEDING. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR FIELD CHANGES PRIOR TO INSTALLATION OR FABRICATION. IN CASE OF DISCREPANCIES BETWEEN THE EXISTING CONDITIONS AND THE PLANS, THE CONTRACTOR SHALL OBTAIN DIRECTION FROM THE ENGINEER BEFORE PROCEEDING. DIMENSIONS AND CALLOUTS NOTED AS PLUS OR MINUS (+) OR (REF) INDICATE UNVERIFIED DIMENSIONS AND ARE APPROXIMATE. NOTIFY THE ENGINEER IMMEDIATELY OF CONFLICTS OR EXCESSIVE VARIATIONS FROM AS INDICATED. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS - DO NOT SCALE THE PLANS.
- ALL LOCATIONS OF EXISTING STRUCTURES AND UTILITIES SHOWN HEREIN HAVE BEEN OBTAINED FROM AVAILABLE RECORDS AND SHOULD, THEREFORE, BE CONSIDERED APPROXIMATE ONLY AND NOT NECESSARILY COMPLETE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INDEPENDENTLY VERIFY THE ACCURACY OF ALL UTILITY LOCATIONS SHOWN AND TO FURTHER DISCOVER AND AVOID OTHER UTILITIES NOT SHOWN HEREIN WHICH MAY BE AFFECTED BY THE IMPLEMENTATION OF THIS PLAN. THE CONTRACTOR SHALL POTHOLE OR OTHERWISE CONFIRM EXISTING CONDITIONS, SPECIFICALLY PIPE SIZES PRIOR TO CONSTRUCTION, AND BRING ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND NEW WORK TO THE ENGINEER'S ATTENTION.
- A COPY OF THE PLANS SHALL BE ON-SITE WHENEVER CONSTRUCTION IS IN PROGRESS. THROUGHOUT THE PROGRESS OF THE WORK OF THIS CONTRACT, THE CONTRACTOR SHALL MAINTAIN AN ACCURATE RECORD OF ALL CHANGES IN THE CONTRACT DOCUMENTS. UPON THE COMPLETION OF THIS CONTRACT, THE CONTRACTOR SHALL PROVIDE ONE COMPLETE SET OF RECORD DOCUMENTS TO THE PORT OF EVERETT.
- THE CONTRACTOR SHALL LOCATE ALL UTILITIES WITHIN THE PROJECT SITE PRIOR TO WORK. CONTRACTOR SHALL CONTACT 811 "CALL BEFORE YOU DIG" AND AN INDEPENDENT LOCATING SERVICE TO LOCATE ALL UTILITIES AT LEAST 48 HOURS PRIOR TO WORK.
- THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS OF EXISTING STRUCTURES AND OTHER FEATURES THAT MAY IMPACT THE WORK. CONTRACTOR SHALL BRING ANY CONFLICTS TO THE ENGINEER'S ATTENTION PRIOR TO BEGINNING AFFECTED WORK.
- ANY DAMAGE TO EXISTING UTILITIES, OTHER FACILITIES OR EQUIPMENT DUE TO THE CONTRACTOR'S NEGLIGENCE, EXCEPT FOR ITEMS DESIGNATED FOR DEMOLITION, SHALL BE PROMPTLY REPAIRED BY THE CONTRACTOR AT HIS EXPENSE. THIS INCLUDES ITEMS OUTSIDE THE WORK AREA AND WITHIN THE PORT OF EVERETT PROPERTY THAT ARE DAMAGED BY CONSTRUCTION ACTIVITIES DURING EXECUTION OF THIS CONTRACT.
- THE CONTRACTOR SHALL KEEP ALL STREETS AND VEHICULAR TRAFFIC AREAS USED FOR THIS WORK CLEAN AT ALL TIMES, SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- CONTRACTOR IS RESPONSIBLE FOR ANY TRAFFIC CONTROLS REQUIRED DURING THE DURATION OF THIS PROJECT, PER CONTRACTOR'S OPERATION. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- CONTRACTOR SHALL BE AWARE OF FACILITY OPERATION REQUIREMENTS AND SHALL COORDINATE ACCESS TO THE SITE WITH THE ENGINEER. CONTRACTOR SHALL MAINTAIN TENANT ACCESS AT ALL TIMES AND SHALL NOT RESTRICT TENANT OPERATIONS WITHOUT APPROVAL OF THE ENGINEER.
- THE CONTRACTOR SHALL PLACE CONSTRUCTION DEBRIS CONTROL DEVICES, BOOMS, TARPULAINS AND OTHER DEVICES AS NECESSARY TO PREVENT DEBRIS FROM ENTERING THE WATER, AND AIR BORNE MATERIALS FROM LEAVING THE IMMEDIATE VICINITY OF THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP OF ANY MATERIALS DEPOSITED OUTSIDE THE WORK AREA.
- CONTRACTOR-INITIATED CHANGES SHALL BE SUBMITTED IN WRITING TO THE PORT FOR APPROVAL PRIOR TO FABRICATION OR CONSTRUCTION. CHANGES SHOWN ON SHOP DRAWINGS ONLY WILL NOT SATISFY THIS REQUIREMENT.
- THE CONTRACTOR SHALL TAKE NECESSARY MEASURES TO PREVENT INTERRUPTION OF OPERATIONS AND PROTECT ALL EXISTING SURFACES/STRUCTURES TO REMAIN AT THE FACILITY DURING CONSTRUCTION. DETAILS SHALL BE PRESENTED IN THE CONTRACTOR'S WORK PLAN.
- PROJECT NORTH AS INDICATED ON THESE DRAWINGS IS FOR CONVERSATIONAL GENERAL DIRECTIONAL REFERENCE. BEARINGS NOTES ON DRAWINGS ARE RELATIVE TO TRUE NORTH.
- SOUTH TERMINAL WHARF IS A SECURE PORT FACILITY. ALL PERSONNEL ACCESSING THE FACILITY SHALL HAVE CURRENT TWIC CARDS AND/OR ESCORT. SEE SPECIFICATIONS FOR ADDITIONAL SPECIAL ACCESS AND WORK ZONE REQUIREMENTS.
- SOUTH TERMINAL WHARF IS ON THE WASHINGTON STATE DEPARTMENT OF ECOLOGY LIST OF CONTAMINATED SITES AND IS CURRENTLY IN THE MTCA CLEANUP PROCESS. REFER TO THE SOIL AND GROUNDWATER MANAGEMENT PLAN IN APPENDIX B OF THE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

LEGEND:

●	BORE HOLE	---	EXISTING CONTOUR	
⊙	MONUMENT WELL	-x-x-x-x-	CLF	EXISTING CHAINLINK FENCE
⊕	WATER VALVE	--- OHW ---	OHW	EXISTING OVERHEAD WIRE LINE
⊖	WATER SPIGOT	---	SS	EXISTING SANITARY SEWER LINE
○	SANITARY SEWER MANHOLE	---	UGP	EXISTING UNDERGROUND POWER LINE
⊙	STORM DRAIN MANHOLE	---	W	EXISTING WATER LINE
⊕	TELEPHONE RISER	---	FO	EXISTING FIBER OPTIC
⊖	GUY ANCHOR	---	SD	EXISTING STORM DRAIN
⊕	ELECTRIC METER	---	BP	BURIED POWER LINE
⊕	LUMINARE	---	T	TELEPHONE LINE
⊕	EX PIPE SLOPE	---	W	WATER LINE
⊕	PROPOSED PIPE SLOPE DIRECTION	---	W	PROPERTY LINE
⊕	EX GRADE SLOPE DIRECTION	---	---	LEASE LIMIT
⊕	PROPOSED GRADE SLOPE DIRECTION	---	---	EASEMENT
⊕	FIRE HYDRANT	---	---	WATER
⊕	LIGHT POLE	---	---	SEWER
		---	---	STORMWATER
		---	---	TRENCH DRAIN
		---	---	FENCE
		---	---	PROPOSED CONTOUR

REFERENCE SYMBOL:

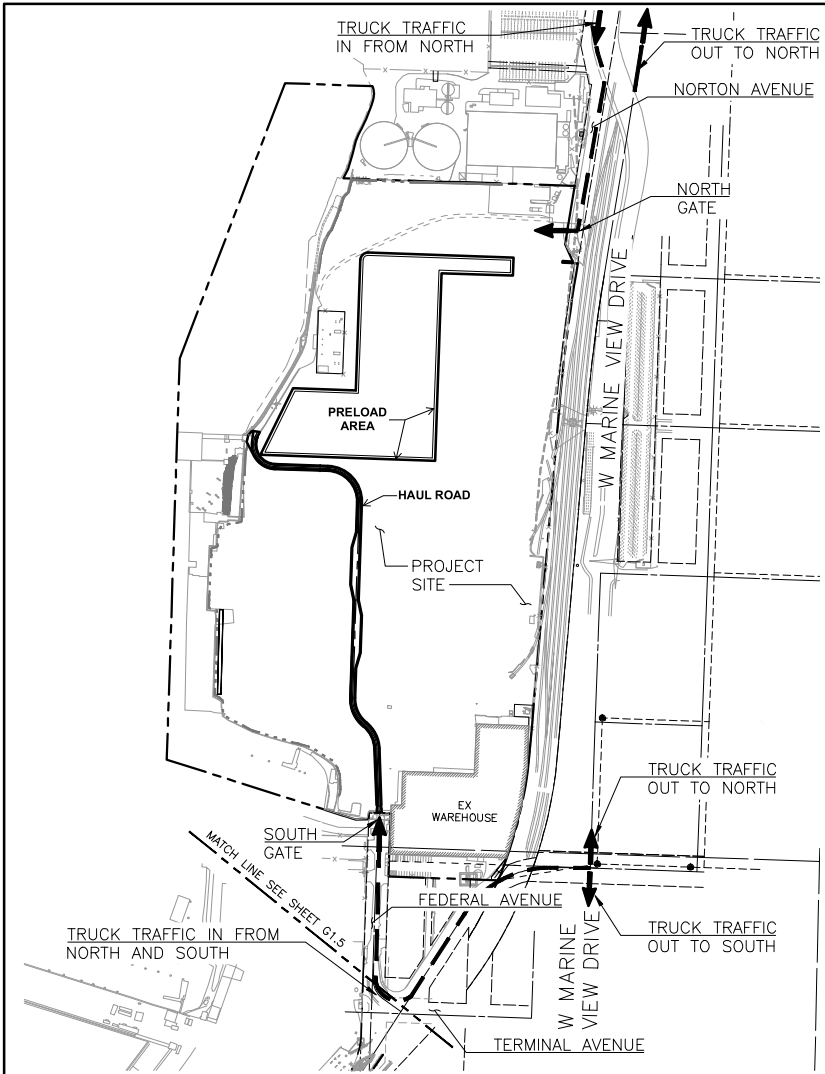


SECTION/DETAIL
SCALE: 1/2" = 1'-0"

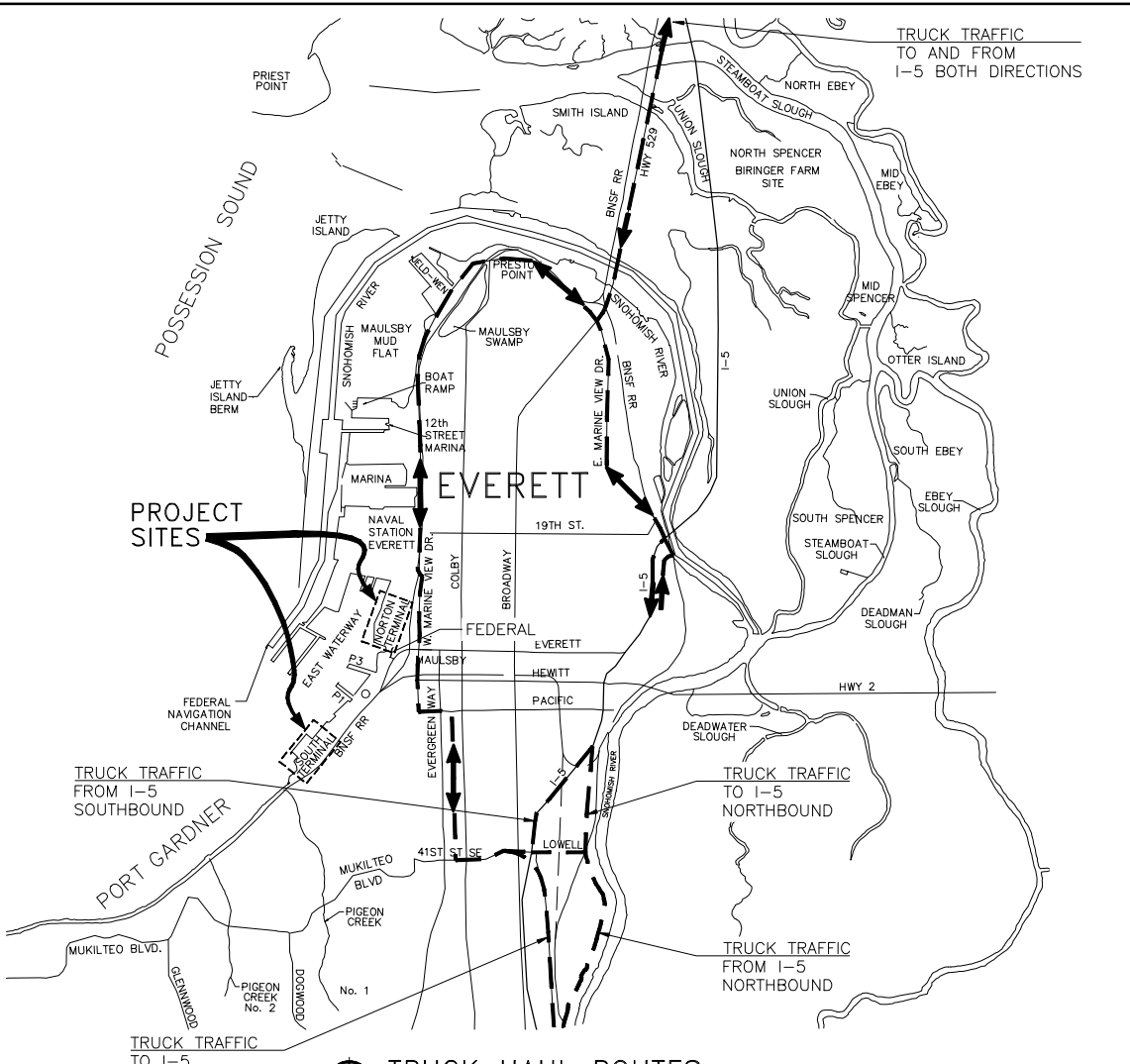
DRAFT - NOT FOR CONSTRUCTION

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

<p>Port of EVERETT P. O. BOX 538 EVERETT, WA 98206 (425) 259-3164</p>	<p>1601 5th Avenue, Suite 1300 Seattle, Washington 98101 (206) 382-0600 Fax (206) 382-0500 PROJECT NO. 1600120</p>	NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION	PROJECT ENGINEER: SCALE: AS SHOWN	DESIGNED BY: DATE: 3-22-2021	<p>PORT OF EVERETT</p> <p>MTCA THIRD INTERIM ACTION & MIE AT NORTON TERMINAL PRELOAD GROUND IMPROVEMENT GENERAL NOTES AND LEGEND</p>	DWG. NO.	G1.2
											DRAWN BY: CHECKED BY:		APPROVED BY:	CIP NO.
											PROJECT NO.	MT-NT-2021-02.1		
											SHEET NO.	XX	OF XX	



SITE HAUL PLAN
SCALE: 1" = 200'



TRUCK HAUL ROUTES
SCALE: 1" = 2000'

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

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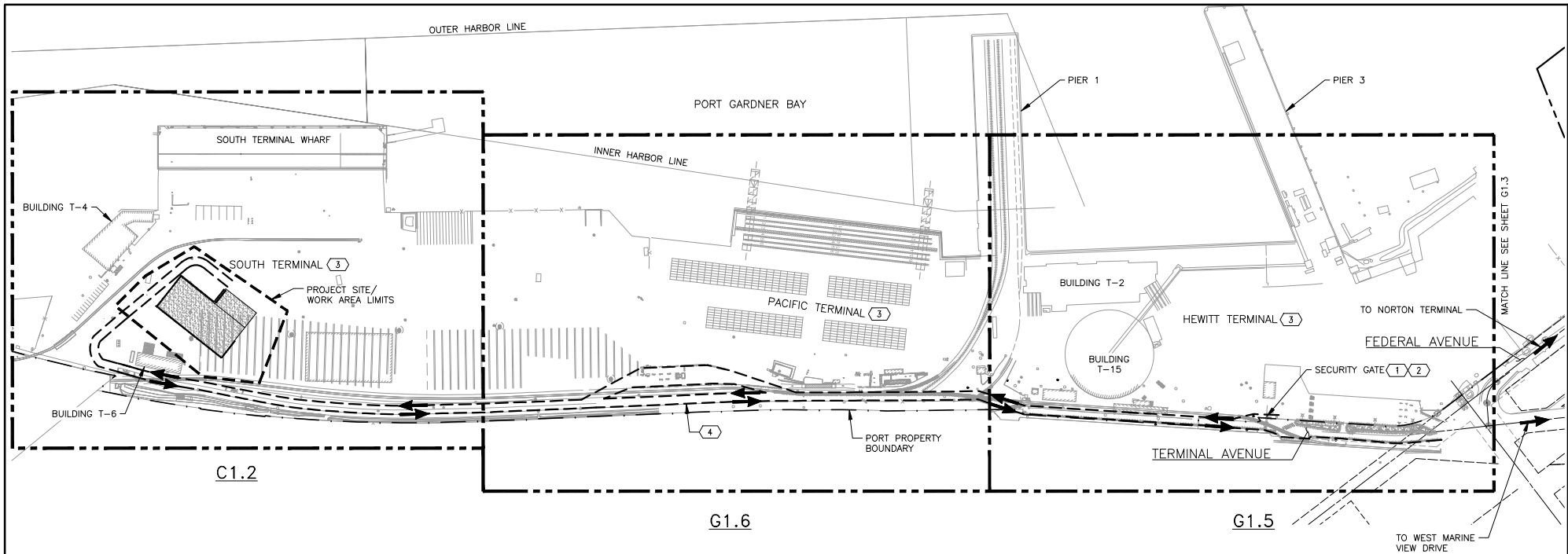
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:	SCALE:
DESIGNED BY:	AS SHOWN
DRAWN BY:	DATE:
APPROVED BY:	3-22-2021
	CHECKED BY:

PORT OF EVERETT
MTCA THIRD INTERIM ACTION &
MIE AT NORTON TERMINAL
PRELOAD GROUND IMPROVEMENT
ACCESS AND TRUCK ROUTE PLAN

DWG. NO.	G1.3
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	XX OF XX

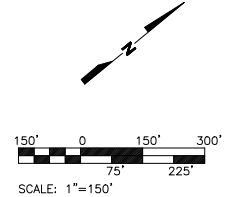


LEGEND

- PROJECT SITE/WORK AREA LIMITS
- CONSTRUCTION ACCESS TO/FROM SOUTH TERMINAL
- PROPERTY BOUNDARY

NOTES:

- ① THERE IS ONE SECURITY GATE ENTRANCE FOR ALL OF THE PORT'S MARINE TERMINALS. THE REQUIRED ACCESS ROUTE WITHIN THE SECURE TERMINAL BOUNDARY TO THE SOUTH TERMINAL WORK AREA IS SHOWN.
- ② SEE SPECIFICATIONS FOR SECURITY AND TERMINAL ACCESS REQUIREMENTS.
- ③ THE SECURE MARINE TERMINAL AREA INCLUDES MULTIPLE INDIVIDUAL TERMINALS. THE CONTRACTOR SHALL NOT INTERFERE OR OBSTRUCT OTHER TERMINAL OPERATIONS OUTSIDE OF THE WORK AREA.
- ④ THE CONTRACTOR SHALL KEEP THE ENTIRE CONSTRUCTION ACCESS ROUTE, INCLUDING PUBLIC STREETS, CLEAN AND FREE OF CONSTRUCTION DEBRIS AT ALL TIMES. BALLAST MATERIAL SHALL NOT BE TRACKED OR SPILLED ALONG THE ACCESS ROUTE. ACCIDENTAL SPILLS SHALL BE CLEANED IMMEDIATELY AND THE AREA SHALL BE SWEEPED CLEAN WITH A STREET SWEEPER.



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90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



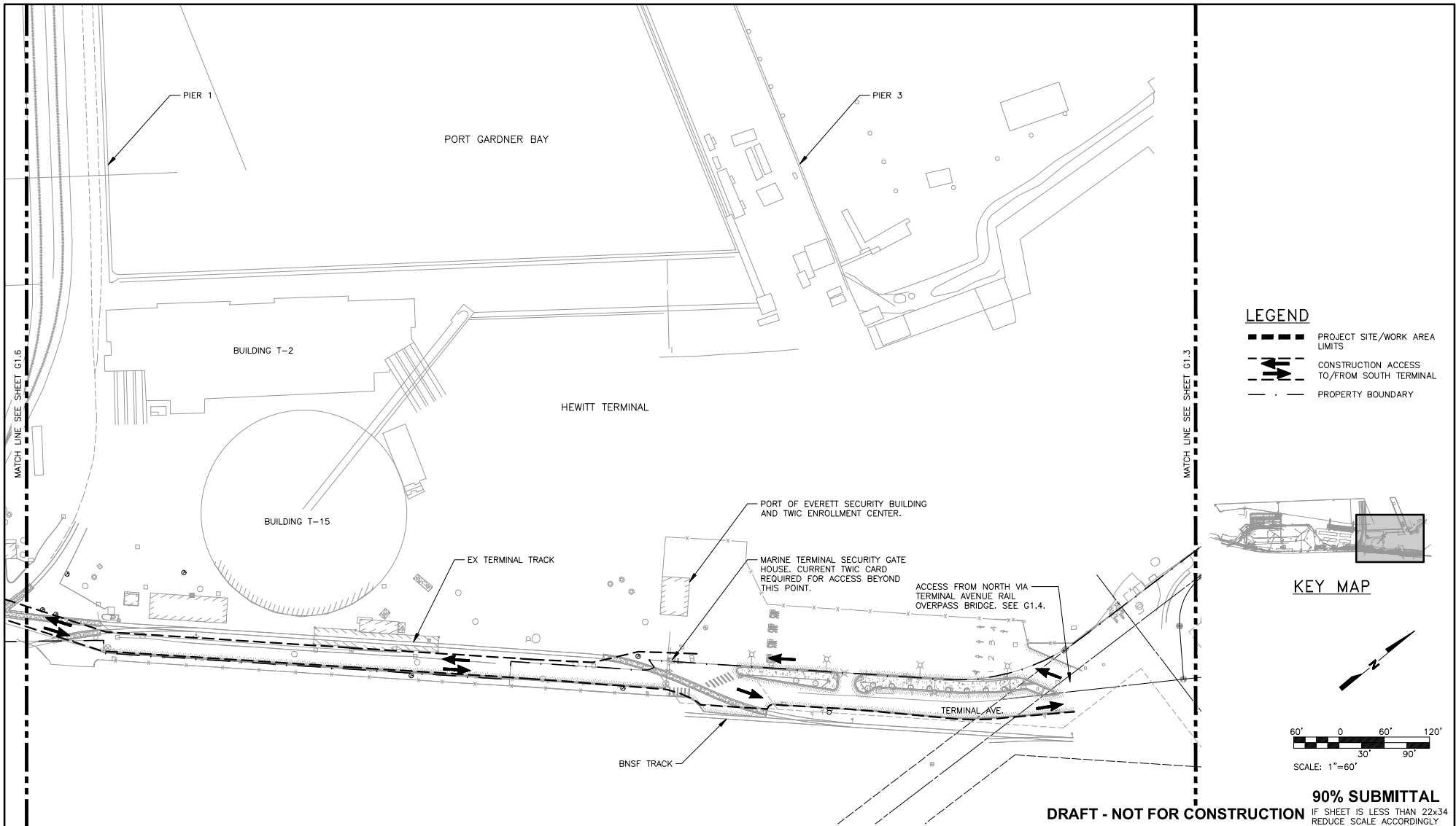
kpff
1601 5th Avenue, Suite 1300
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(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:	SCALE: AS SHOWN
DESIGNED BY:	DATE: 3-22-2021
DRAWN BY:	CHECKED BY:
APPROVED BY:	

PORT OF EVERETT
MTCA THIRD INTERIM ACTION &
MIE AT NORTON TERMINAL
PRELOAD GROUND IMPROVEMENT
SOUTH TERMINAL TRUCK ROUTE

DWG. NO.	G1.4
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO. XX	OF XX



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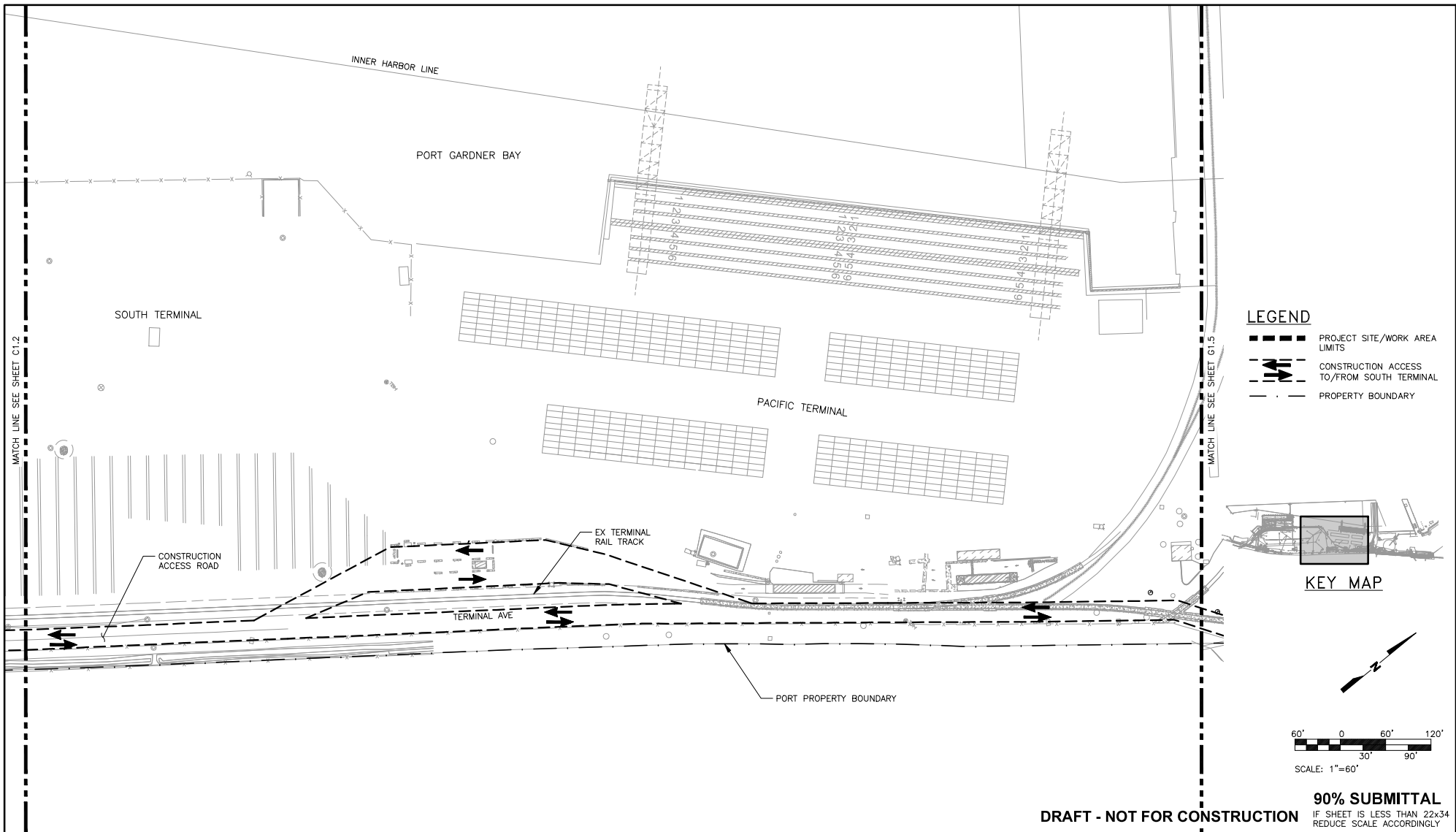
kpff
1601 5th Avenue, Suite 1300
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PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

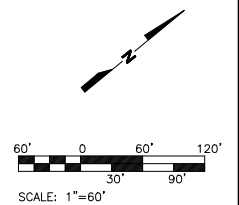
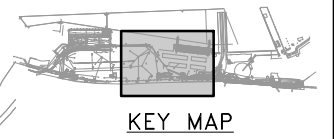
PROJECT ENGINEER: AS SHOWN	SCALE: AS SHOWN
DESIGNED BY:	DATE: 3-22-2021
DRAWN BY:	CHECKED BY:
APPROVED BY:	

PORT OF EVERETT
MTCA THIRD INTERIM ACTION &
MIE AT NORTON TERMINAL
PRELOAD GROUND IMPROVEMENT
SOUTH TERMINAL TRUCK ROUTE

DWG. NO.	G1.5
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO. XX	OF XX



- LEGEND**
- PROJECT SITE/WORK AREA LIMITS
 - CONSTRUCTION ACCESS TO/FROM SOUTH TERMINAL
 - PROPERTY BOUNDARY



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 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



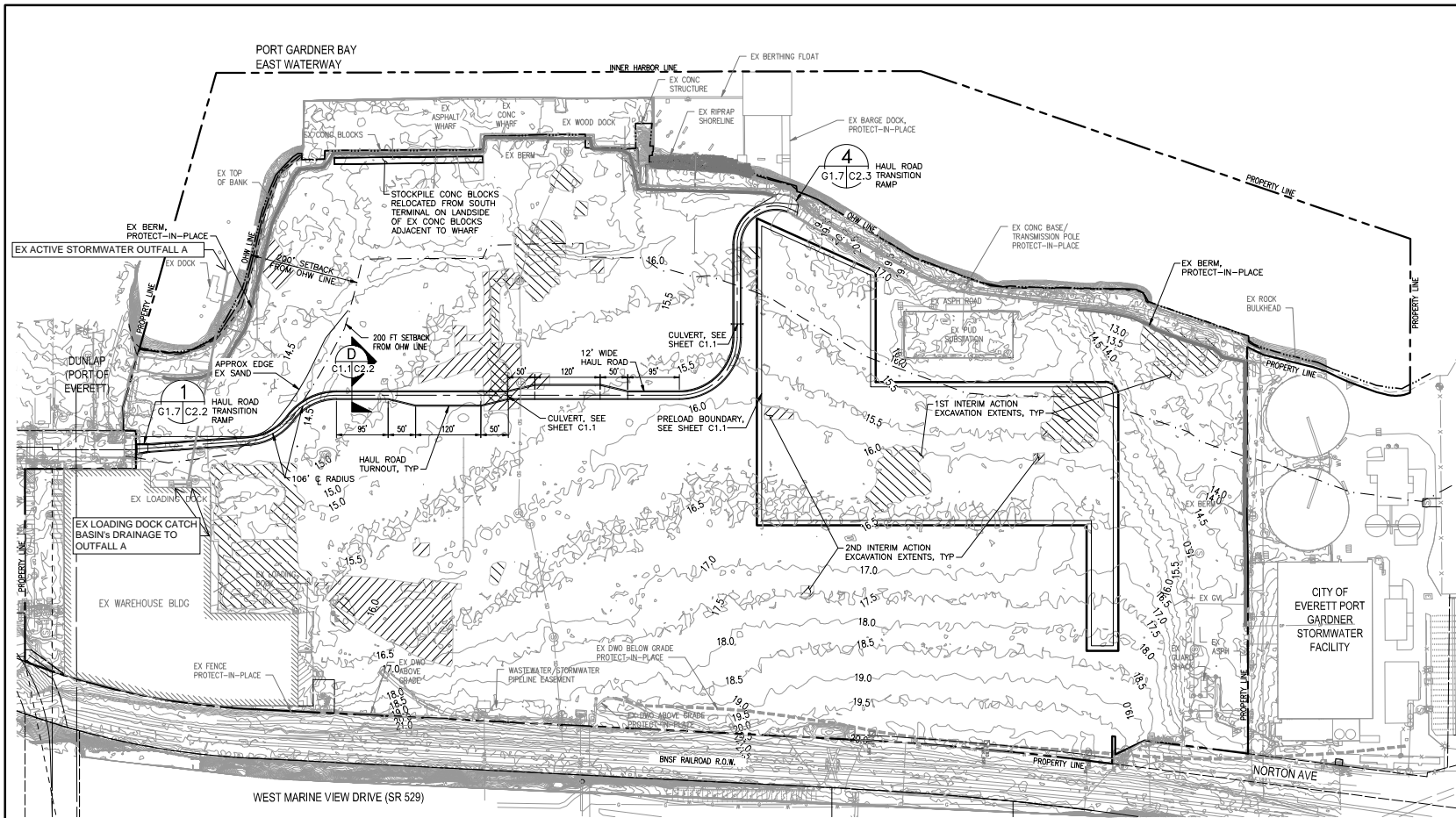
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 PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:	SCALE: AS SHOWN
DESIGNED BY:	DATE: 3-22-2021
DRAWN BY:	CHECKED BY:
APPROVED BY:	

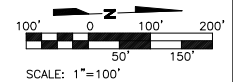
PORT OF EVERETT
 MTCA THIRD INTERIM ACTION &
 MIE AT NORTON TERMINAL
 PRELOAD GROUND IMPROVEMENT
 SOUTH TERMINAL TRUCK ROUTE

DWG. NO.	G1.6
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	XX OF XX



NOTES

1. BOUNDARY AND SURVEY CONTROL SHOWN ON THESE DRAWINGS ARE BASED ON A SURVEY TITLED 'A.L.T.A./N.S.P.S. LAND TITLE SURVEY EVERETT MILL SITE FOR KIMBERLY-CLARKE WORLDWIDE, INC. SNOHOMISH COUNTY, WASHINGTON' PREPARED BY DAVID EVANS AND ASSOCIATES, PROJECT NUMBER KMBY007, DATED 10-31-2019.
2. OUTFALL AND BURIED FOUNDATION INFORMATION SHOWN ON THESE DRAWINGS ARE BASED ON A MAPPING CAD FILE TITLED 'sv-TP-X-KPFX5075-Exposed-Pipes-2020-10-16.dwg', PREPARED BY DAVID EVANS AND ASSOCIATES, RECEIVED BY EMAIL ON OCTOBER 16, 2020.
3. TOPOGRAPHY, UTILITIES, AND SITE FEATURES SHOWN ON THESE DRAWINGS ARE BASED ON A SURVEY TITLED 'TOPOGRAPHIC SURVEY PORT OF EVERETT MIE DESIGN SUPPORT', PREPARED BY DAVID EVANS AND ASSOCIATES, PROJECT NUMBER KPFX5074, DATED 02-15-2021.



VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

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 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY

DRAFT - NOT FOR CONSTRUCTION



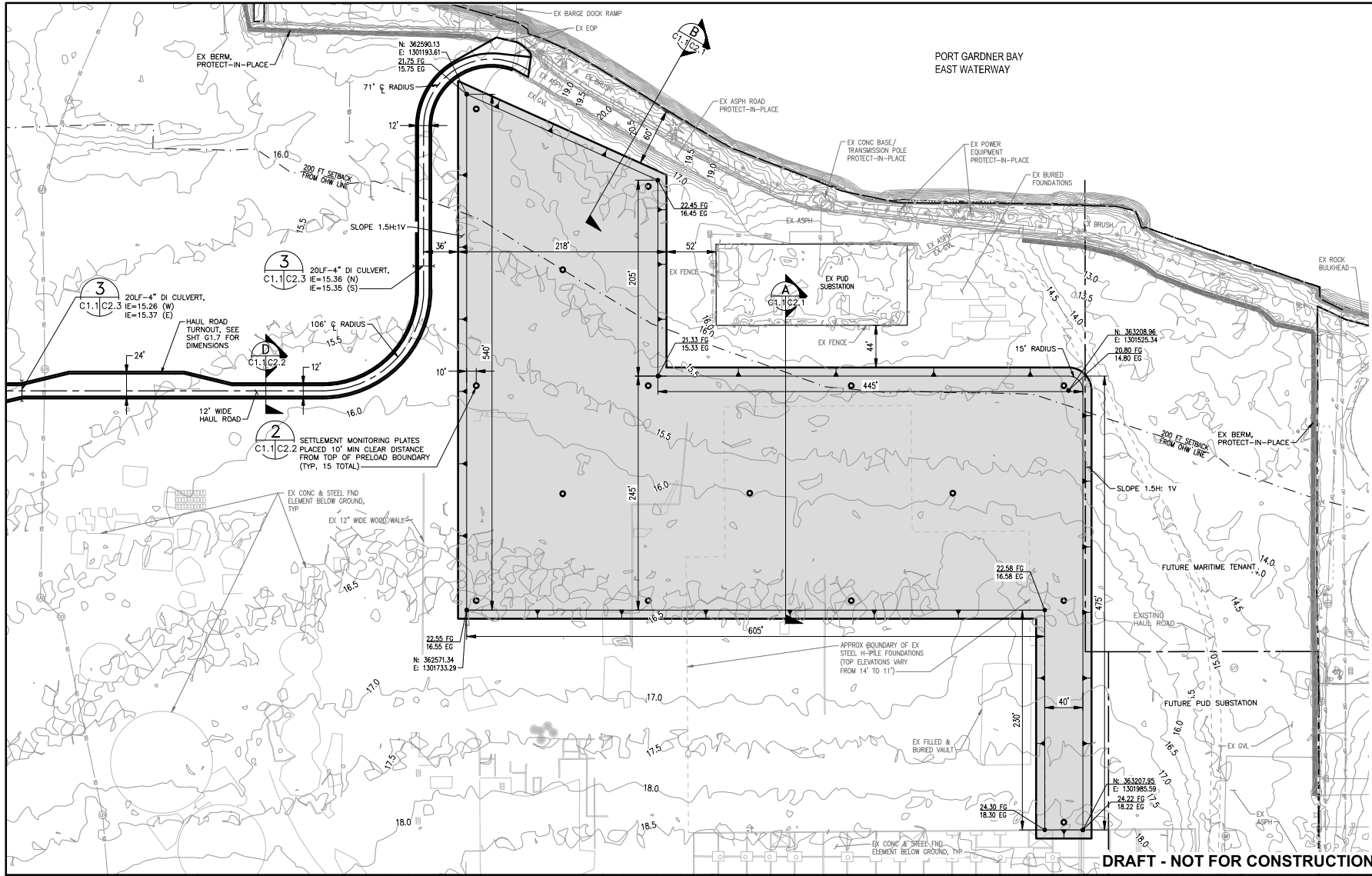
1601 5th Avenue, Suite 1300
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 PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:	SCALE: 1" = 100'
DESIGNED BY:	DATE: 3-22-2021
DRAWN BY:	CHECKED BY:
APPROVED BY:	

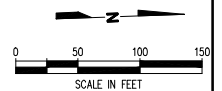
PORT OF EVERETT
 MTCA THIRD INTERIM ACTION &
 MIE AT NORTON TERMINAL
 PRELOAD GROUND IMPROVEMENT
 OVERALL SITE PLAN

DWG. NO.	G1.7
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	XX OF XX



NOTES
 1. PRELOAD AREA:
 6' HIGH AREA = 217,180 SF (5.04 AC)
 TOTAL AREA = 242,275 SF (5.64 AC),
 INCLUDING 1.5H:1V SIDE SLOPES

- LEGEND**
- PRELOAD GROUND IMPROVEMENT AREA, CSBC (94,500 TON)
 - HAUL ROAD, PERMEABLE BALLAST (APPROX 1,500 TON)
 - PRELOAD TOP BOUNDARY
 - PRELOAD TOE BOUNDARY
 - SETTLEMENT MONITORING PLATE (15 TOTAL)
 - SLOPE
 - ELEV
 - SPOT ELEVATION



VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY

DRAFT - NOT FOR CONSTRUCTION



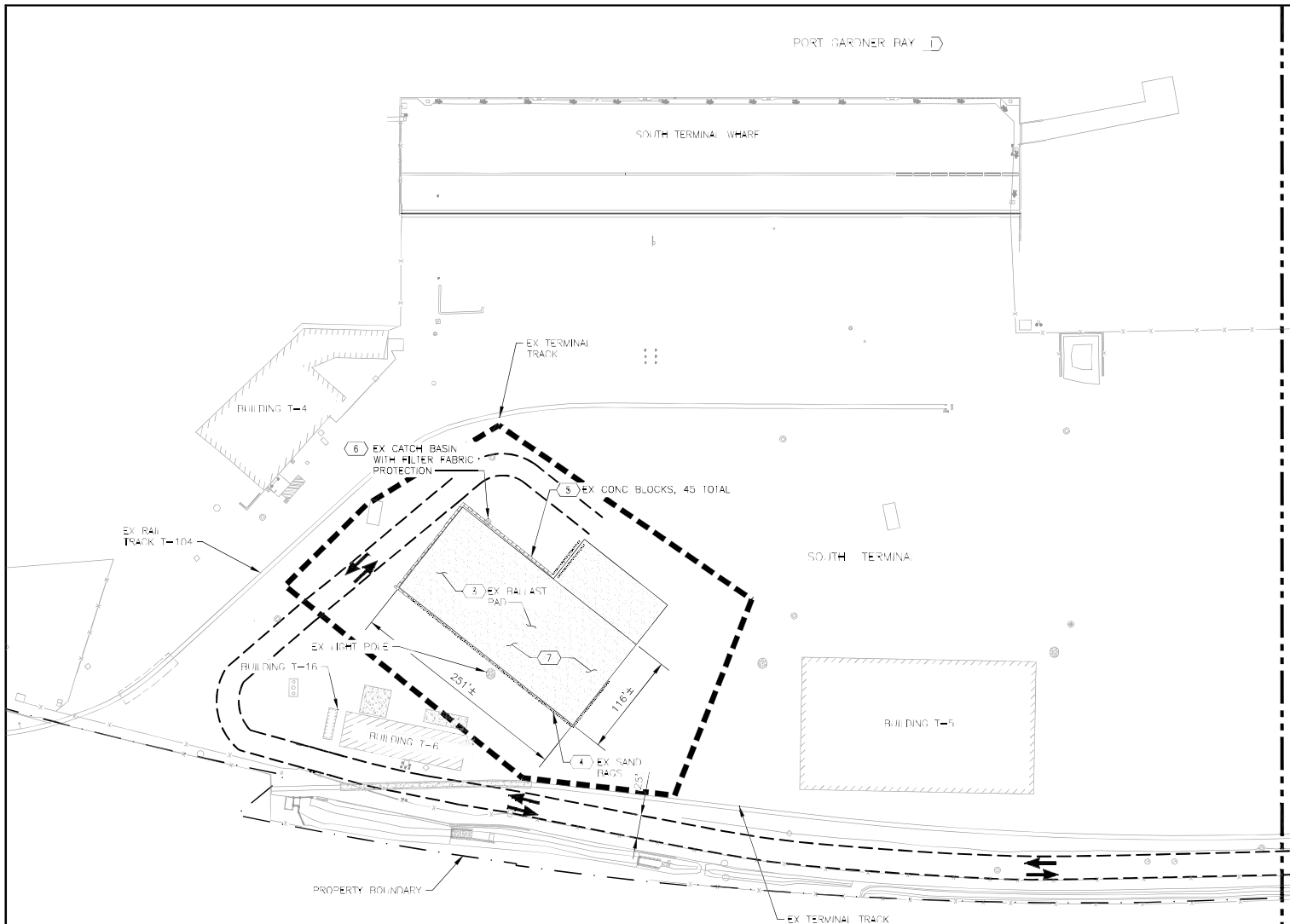
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 (206) 382-0600 Fax (206) 382-0500
 PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:	SCALE: 1" = 50'
DESIGNED BY:	DATE: 3-22-2021
DRAWN BY:	CHECKED BY:
APPROVED BY:	

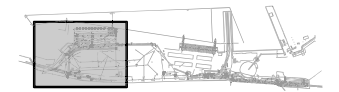
PORT OF EVERETT
 MTCA THIRD INTERIM ACTION &
 MIE AT NORTON TERMINAL
 PRELOAD GROUND IMPROVEMENT
 SITE PLAN & SURVEY CONTROL

DWG. NO.	C1.1
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	XX OF XX



- NOTES:**
- 1 THE ADJACENT MARINE TERMINALS AND PORT GARDNER BAY ARE AN ACTIVE SHIPPING AREA. THE CONTRACTOR SHALL NOT OBSTRUCT OPERATIONS OR ANY OTHER VESSEL TRAFFIC IN THE ADJACENT WATERWAY.
 - 2 ALL WORK OUTSIDE OF THE MAIN FENCED WORK AREA SHALL BE PROTECTED AND DELINEATED FROM SURROUNDING TERMINAL AREA BY TRAFFIC CONES, BARRIERS OR TEMPORARY FENCING AS APPROVED BY THE ENGINEER. WORK SCHEDULING SHALL BE COORDINATED WITH THE ENGINEER.
 - 3 LOAD AND HAUL APPROXIMATELY 1,500 CY OF BALLAST MATERIAL TO NORTON TERMINAL. BALLAST MATERIAL SHALL BE USED TO CONSTRUCT THE HAUL ROAD AS SHOWN ON SHEET G1.7. EXCESS BALLAST MATERIAL THAT IS NOT NEEDED FOR THE HAUL ROAD SHALL BE PLACED WITHIN THE PRELOAD FOOTPRINT AREA PRIOR TO PLACEMENT OF CRUSHED ROCK MATERIAL.
 - 4 SPLIT APPROXIMATELY 300 SAND BAGS IN-PLACE AND DISPOSE OF BAGS AT AN APPROVED OFF-SITE WASTE HANDLING FACILITY. LOAD AND HAUL SAND MIXED WITH BALLAST TO NORTON TERMINAL. SEE NOTE 3 FOR BALLAST PLACEMENT AT NORTON TERMINAL.
 - 5 LOAD AND HAUL FORTY FIVE (45) CONCRETE BLOCKS TO NORTON TERMINAL. CONCRETE BLOCKS INCLUDE SEVENTEEN (17) AT 6' LONG x 2' WIDE x 2' HIGH AND TWENTY EIGHT (28) AT 5'-7" LONG x 2'-8" WIDE x 3' HIGH. CONCRETE BLOCKS SHALL BE USED FOR THE HAUL ROAD TRANSITION RAMPS AT NORTON TERMINAL (SEE SHEET G1.7). EXCESS CONCRETE BLOCKS THAT ARE NOT NEEDED FOR THE HAUL ROAD TRANSITION RAMPS SHALL BE STOCKPILED ADJACENT TO THE WHARF AS SHOWN ON SHEET G1.7.
 - 6 AFTER BALLAST AND CONCRETE BLOCKS HAVE BEEN RELOCATED AND THE AREA HAS BEEN SWEEPED CLEAN WITH A STREET CLEANER, REMOVE EXISTING FILTER FABRIC GRATE PROTECTION FROM CATCH BASIN AND CLEAN SUMP WITH A VACTOR TRUCK. DISPOSE OF FILTER FABRIC AND VACTORED SUMP MATERIALS AT AN APPROVED OFF-SITE WASTE HANDLING FACILITY.
 - 7 FOLLOWING RELOCATION OF BALLAST AND CONCRETE BLOCKS, THE ENTIRE CONSTRUCTION LIMIT AREA SHALL BE SWEEPED CLEAN WITH A STREET CLEANER TO THE SATISFACTION OF THE ENGINEER.
 - 8 THE CONTRACTOR SHALL KEEP THE ENTIRE CONSTRUCTION ACCESS ROUTE, INCLUDING PUBLIC STREETS, CLEAN AND FREE OF CONSTRUCTION DEBRIS AT ALL TIMES. BALLAST MATERIAL SHALL NOT BE TRACKED OR SPILLED ALONG THE ACCESS ROUTE. ACCIDENTAL SPILLS SHALL BE CLEANED IMMEDIATELY AND THE AREA SHALL BE SWEEPED CLEAN WITH A STREET SWEEPER.

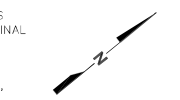
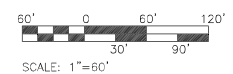
MATCH LINE SEE SHEET G1.7



KEY MAP

LEGEND

- PROJECT SITE/WORK AREA LIMITS
- CONSTRUCTION ACCESS TO/FROM SOUTH TERMINAL
- PROPERTY BOUNDARY



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REDUCE SCALE ACCORDINGLY

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P. O. BOX 538
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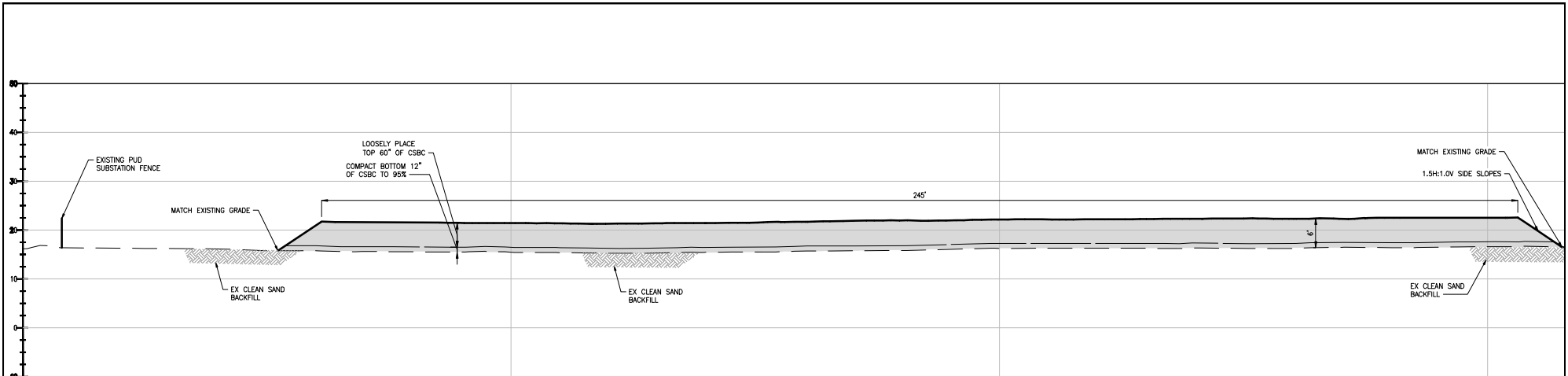
kpff
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

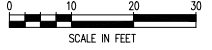
PROJECT ENGINEER:	SCALE: AS SHOWN
DESIGNED BY:	DATE: 3-22-2021
DRAWN BY:	CHECKED BY:
APPROVED BY:	

PORT OF EVERETT
MTCA THIRD INTERIM ACTION &
MIE AT NORTON TERMINAL
PRELOAD GROUND IMPROVEMENT
BALLAST PAD DEMO PLAN

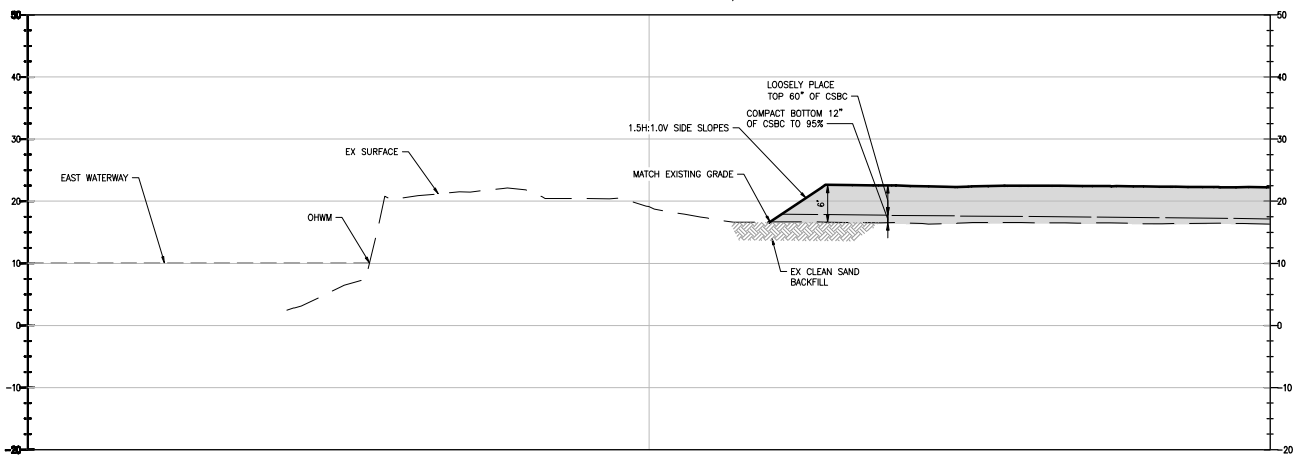
DWG. NO.	C1.2
DIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	XX OF XX



A SECTION
C1.1/C2.1



SCALE: 1"=10' HORIZ, 1"=10' VERT



B SECTION
C1.1/C2.1



SCALE: 1"=10' HORIZ, 1"=10' VERT

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IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



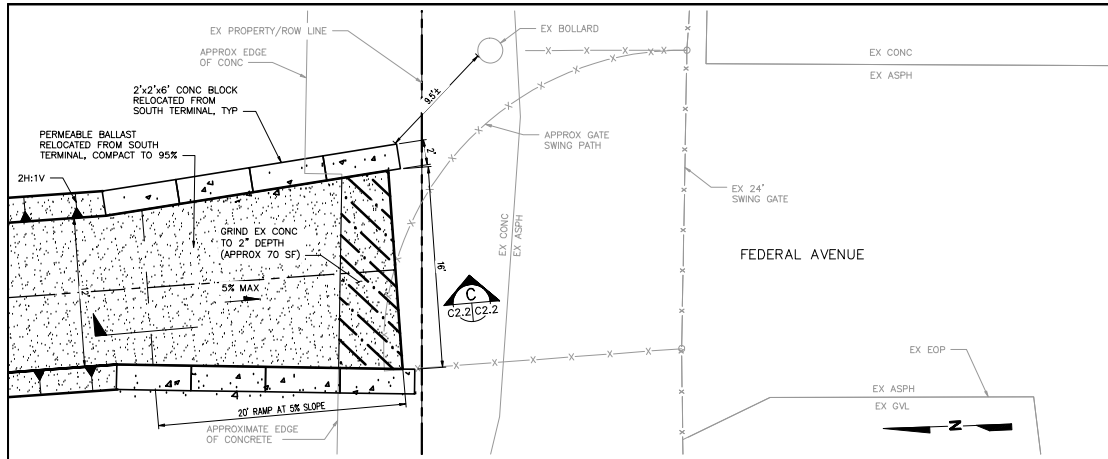
1601 5th Avenue, Suite 1300
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NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:	SCALE: AS SHOWN
DESIGNED BY:	DATE: 3-22-2021
DRAWN BY:	CHECKED BY:
APPROVED BY:	

PORT OF EVERETT
MTCA THIRD INTERIM ACTION &
MIE AT NORTON TERMINAL
PRELOAD GROUND IMPROVEMENT
SITE SECTIONS

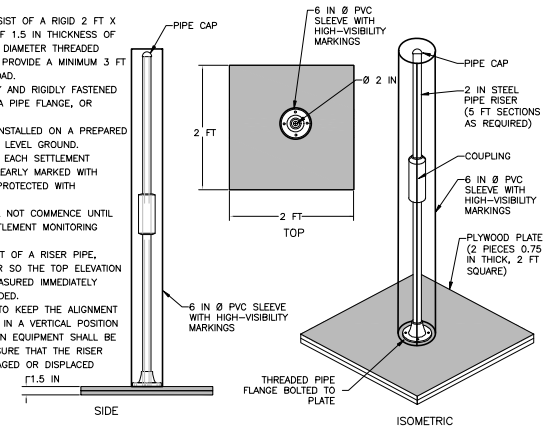
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CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	XX OF XX



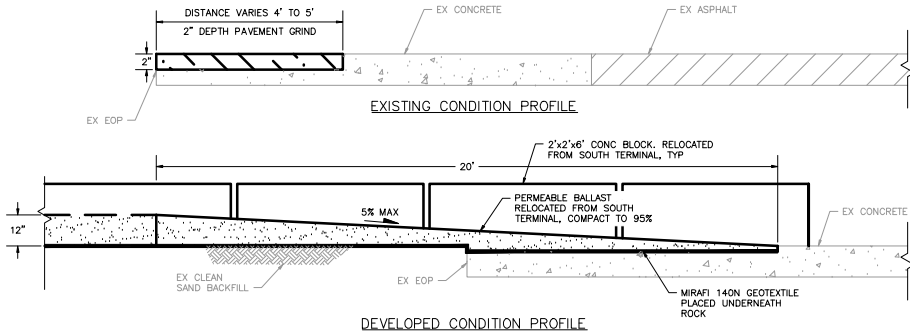
1 HAUL ROAD TRANSITION RAMP PLAN AT FEDERAL AVE
G1.7/C2.2 SCALE: 1" = 5'-0"

NOTES:

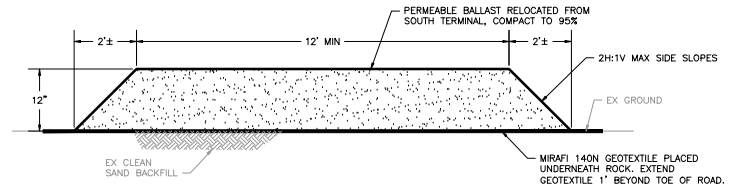
1. SETTLEMENT PLATES SHALL CONSIST OF A RIGID 2 FT X 2 FT BASE PLATE CONSISTING OF 1.5 IN THICKNESS OF PLYWOOD, AND SUFFICIENT 2 IN DIAMETER THREADED STEEL PIPE AND COUPLINGS TO PROVIDE A MINIMUM 3 FT STICK-UP ABOVE TOP OF PRELOAD.
2. STEEL PIPE SHALL BE SECURELY AND RIGIDLY FASTENED TO THE BASE PLATE BY USING A PIPE FLANGE, OR OTHER SUITABLE METHOD.
3. SETTLEMENT PLATES SHALL BE INSTALLED ON A PREPARED SUBGRADE CONSISTING OF FIRM LEVEL GROUND.
4. THE RISER AND COVER PIPE OF EACH SETTLEMENT MONITORING PLATE SHALL BE CLEARLY MARKED WITH HIGH-VISIBILITY MARKINGS AND PROTECTED WITH BARRICADES.
5. PRELOAD FILL PLACEMENT SHALL NOT COMMENCE UNTIL GROUND SURFACE AT EACH SETTLEMENT MONITORING PLATE HAS BEEN SURVEYED.
6. PRIOR TO EXTENDING THE HEIGHT OF A RISER PIPE, COORDINATE WITH THE SURVEYOR SO THE TOP ELEVATION OF THE RISER PIPE CAN BE MEASURED IMMEDIATELY BEFORE AND AFTER IT IS EXTENDED.
7. PRECAUTIONS SHALL BE TAKEN TO KEEP THE ALIGNMENT OF THE RISER AND COVER PIPE IN A VERTICAL POSITION AT ALL TIMES AND CONSTRUCTION EQUIPMENT SHALL BE OPERATED IN A MANNER TO ENSURE THAT THE RISER AND COVER PIPE ARE NOT DAMAGED OR DISPLACED LATERALLY.



2 SETTLEMENT MONITORING PLATES
C1.1/C2.2 NOT TO SCALE



C HAUL ROAD TRANSITION RAMP PROFILE AT FEDERAL AVE
C2.2/C2.2 NOT TO SCALE



D HAUL ROAD SECTION
C1.1/C2.2 NOT TO SCALE

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IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

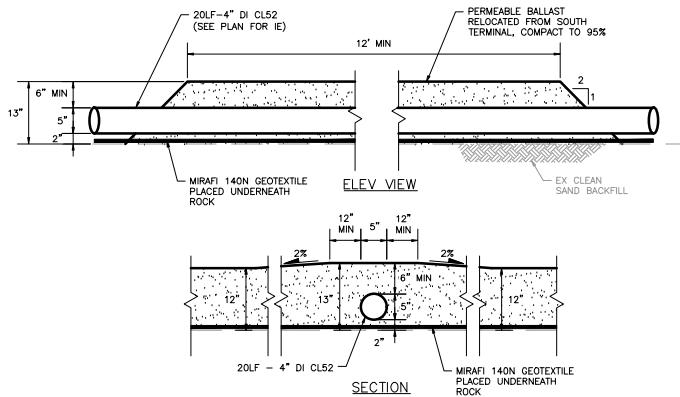


NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:	SCALE: AS SHOWN
DESIGNED BY:	DATE: 3-22-2021
DRAWN BY:	CHECKED BY:
APPROVED BY:	

PORT OF EVERETT
MTCA THIRD INTERIM ACTION &
MIE AT NORTON TERMINAL
PRELOAD GROUND IMPROVEMENT
SECTIONS & DETAILS (1 OF 2)

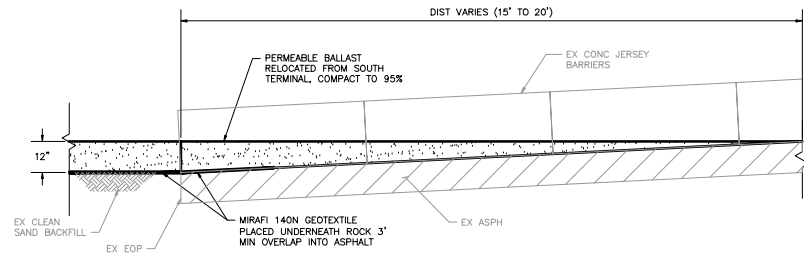
DWG. NO.	C2.2
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	XX OF XX



3 TYPICAL CULVERT DETAILS
 C1.1, G1.7, C2.3 NOT TO SCALE



4 HAUL ROAD TRANSITION PLAN NEAR PUD SUBSTATION
 C2.2|G1.7 SCALE: 1" = 5'-0"



E HAUL ROAD TRANSITION PROFILE NEAR PUD SUBSTATION
 C2.3|C2.3 NOT TO SCALE

DRAFT - NOT FOR CONSTRUCTION **90% SUBMITTAL**
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 REDUCE SCALE ACCORDINGLY



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NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

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DESIGNED BY:	DATE: 3-22-2021
DRAWN BY:	CHECKED BY:
APPROVED BY:	

PORT OF EVERETT
 MTCA THIRD INTERIM ACTION &
 MIE AT NORTON TERMINAL
 PRELOAD GROUND IMPROVEMENT
 SECTIONS & DETAILS (2 OF 2)

DWG. NO.	C2.3
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	XX OF XX

Soil and Groundwater Management Plan

**Final Soil and Groundwater Management Plan
Maritime Industrial Expansion at Norton Terminal
Port of Everett
Everett, Washington**

June 22, 2021


Prepared for
Port of Everett




130 2nd Avenue South
Edmonds, WA 98020
(425) 778-0907

Soil and Groundwater Management Plan Maritime Industrial Expansion at Norton Terminal Port of Everett, Washington

This document was prepared by, or under the direct supervision of, the technical professionals noted below.

Document prepared by:  _____ Dylan Frazer, LG
Associate; Project Manager

Document reviewed by:  _____ Larry Beard, PE, LHG
Principal; Quality Reviewer

Date: June 22, 2021
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1	Import Fill Criteria

ATTACHMENTS

<u>Attachment</u>	<u>Title</u>
1	Photographs of Hazardous Substances Encountered on Site
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3	Site Preliminary Groundwater Cleanup Levels
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LIST OF ABBREVIATIONS AND ACRONYMS

AO	Agreed Order No. DE 9476
bgs.....	below ground surface
BMP.....	best management practice
City.....	City of Everett
CM.....	crushed material
COC	contaminant of concern
cPAH.....	carcinogenic polycyclic aromatic hydrocarbons
CUL.....	cleanup level
DCAP	draft cleanup action plan
Ecology.....	Washington State Department of Ecology
EPA.....	US Environmental Protection Agency
FS	feasibility study
ft.....	feet, foot
HASP.....	health and safety plan
IAWP	interim action work plan
ICP	institutional controls plan
K-C.....	Kimberly-Clark Worldwide
LAI	Landau Associates, Inc.
MIE.....	Maritime Industrial Expansion
MTCA.....	Model Toxics Control Act
NWTPH-Dx	Northwest total petroleum hydrocarbon diesel-range extended
NWTPH-Gx	Northwest total petroleum hydrocarbon gasoline-range extended
PAH	polycyclic aromatic hydrocarbons
PCB.....	polychlorinated biphenyls
Plan	soil and groundwater management plan
PLP	potentially liable person
Port	Port of Everett
RI.....	remedial investigation
SIM.....	selected ion monitoring
Site	K-C MTCA Site
SVOC	semivolatile organic compound
SWPPP.....	stormwater pollution prevention plan
TESC	temporary erosion and sedimentation control
UST.....	underground storage tank
VOC	volatile organic compound
WAC	Washington Administrative Code

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1.0 INTRODUCTION

On behalf of the Port of Everett (Port), this document presents a soil and groundwater management plan (Plan) to help guide soil and groundwater management during construction and other intrusive activities during implementation of the 3rd Interim Cleanup Action at the former Kimberly-Clark Worldwide (K-C) mill Model Toxics Control Act (MTCA) site (Site). The Site is located adjacent to and just north of the Port's main Marine Terminal facilities in Everett, Washington, and the interim cleanup action is being conducted in coordination with the Port's Maritime Industrial Expansion (MIE) at Norton Terminal project (collectively referred to in this document as the Project), as illustrated on Figures 1 and 2.

The second amendment to the site Agreed Order (No. DE 9476; AO), dated May 18, 2021, presents a 3rd Interim Cleanup Action to be completed at the Site by the Port. In accordance with the AO, an Interim Action Work Plan (IAWP) will be prepared to present a detailed description of the 3rd Interim Cleanup Action scope, engineering design, and phasing. Because initial engineering design of the 3rd Interim Cleanup Action determined that an area of preload is a necessary element of the interim action, and the extended time period necessary for the preload effects to take place, a Preload Ground Improvement technical memorandum (Landau Associates, Inc [LAI] 2021) was prepared in advance of preparation of the IAWP. Furthermore, as permitting applications for both the Preload Ground Improvement and the remaining elements of the interim action required inclusion of a soil and groundwater management plan, this document was prepared to outline general site conditions and guidelines for managing soil, groundwater, and stormwater during implementation of the interim action. This Plan will be included as an attachment to the IAWP.

A limited portion of the Project will be conducted in Federal Avenue, which is located south of the Site and is included in a separate MTCA cleanup site – the ExxonMobil/ADC Site. The MTCA cleanup process at the ExxonMobil/ADC Site is being conducted separately under an Ecology Agreed Order, and the nature and extent of contamination in the ExxonMobil/ADC Site is distinct from contamination at the K-C Site. Management of soil and groundwater in this area during implementation of the Project will be guided by a separate Soil and Groundwater Management Plan.

1.1 Use of This Plan

This Plan is to be utilized during development within the Site or during other intrusive activities that encounter potential contaminated soil as described in Section 5.1, or encounter Site groundwater as described in Section 6.0.

In addition to the background information provided in the following section, this Plan:

- Reviews the soil and groundwater conditions at the Site and identifies how to recognize potentially contaminated materials.
- Outlines the procedures to be followed in managing existing soil contamination.

- Presents criteria for fill to be imported to the Site.
- Identifies the procedures to be followed in managing potentially contaminated groundwater that underlies the Site.
- Outlines management of stormwater to prevent spreading of potentially hazardous substances encountered during intrusive activities.

2.0 BACKGROUND

The Site is the former location of saw milling and pulp and paper manufacturing and was in operation since the late 1800s. Additionally, bulk petroleum storage operations were conducted on the Site. Manufacturing operations at the K-C facility ceased in 2012. Releases of hazardous substances occurred as a result of wood products manufacturing operations and petroleum bulk storage, and based on these releases, the Washington State Department of Ecology (Ecology) listed the Site under the Model Toxics Control Act (MTCA) and assigned it Cleanup Site ID No. 2569.

In December 2012, K-C entered into the AO to conduct remedial activities at the Site, including conducting a remedial investigation (RI) and feasibility study (FS) and preparing a draft cleanup action plan (DCAP). Additionally, the AO required the implementation of an interim action to remove, as appropriate, contamination encountered during demolition of the mill facility (First Interim Action), and K-C removed contaminated soil and groundwater from a number of locations throughout the Site in 2013 and 2014, in conjunction with demolition of the Site structures.

In November 2019, K-C entered into the first amendment to the AO (AO First Amendment). The AO First Amendment provided for a 2nd Interim Action to remove additional soil and/or groundwater contamination, decommission inactive stormwater outfalls that pose a threat to release and transport of contaminated groundwater or stormwater to the East Waterway, inspect and cleanup active stormwater lines, and monitor the pH in groundwater during the removal of crushed material (CM). The 2nd Interim Action's construction activities were completed in November 2020.

In 2019 the Port purchased most of the K-C property (upland and in-water parcels) while the City of Everett (City) purchased the upland-only parcel housing the mill's former wastewater treatment plant (Site Unit E). In March 2020, Ecology named the Port and the City as potentially liable persons (PLPs) for the Site. While K-C was the lead PLP for completing the 2nd Interim Action, the Port will be the lead PLP for conducting the 3rd Interim Action (described below). The 3rd Interim Action is being conducted in conjunction with initial Site development to put the Site back into productive use to support future marine terminal activities. The Port will also take over as the lead PLP for completing the RI/FS report and DCAP for the upland area of the Site.

3.0 RELATIONSHIP TO INSTITUTIONAL CONTROLS

There are currently no institutional controls for the Site. After completion of the Interim Action, but before implementation of the final cleanup action for the Site, any intrusive activities shall be at a minimum conducted in a way to maintain the integrity of the impermeable cap constructed during the Interim Action, and in accordance with this Soil and Groundwater Management Plan. Following completion of the final Site cleanup action, institutional controls will be placed on the Site (as required in the final cleanup action plan) to ensure that the integrity of cleanup actions conducted at the Site are not compromised by development, other intrusive activities, or poor management/maintenance. An institutional controls plan (ICP) for the Site will be submitted to Ecology following full implementation of the final cleanup action. This Plan will be integrated by reference into the ICP. The institutional controls will also be contained within a restrictive covenant filed on the property deed to the parcels encompassed by the Site to ensure that these institutional controls are retained on the property if property ownership changes.

4.0 GENERAL SITE CONDITIONS

Based on previous environmental investigations, soil and materials present at the Site include native Snohomish River alluvium, hydraulic fill, recent fill, and shoreline riprap. Contaminated soil and groundwater have been identified at the Site, primarily within the hydraulic fill. As presented in the draft RI/FS report, metals, carcinogenic polycyclic aromatic hydrocarbons (cPAHs), polycyclic aromatic hydrocarbons (PAHs), semivolatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and petroleum hydrocarbons have been detected in Site soils at concentrations above the Site preliminary CULs (Aspect 2016).

Though a significant portion of contaminated soil and groundwater was removed from the Site during the 1st and 2nd Interim Actions, future construction activities could result in discovery of previously unidentified contamination within the Site. As a result, it is important that soil conditions are observed during intrusive activities to identify potential contamination if it is encountered. Field personnel should be familiar with the physical appearance of the common soil types present throughout the Site so that potentially contaminated materials can be recognized.

Common soil types present at the Site are described as follows:

- **Recent Sand Fill:** consisting of mixtures of sand and silt dredged from the Snohomish River and placed at the surface and as backfill in interim action cleanup excavations. Recent fill is located from the surface to the top of the hydraulic fill and was tested to confirm hazardous substances are not present in this material at concentrations above preliminary Site cleanup levels (CULs; Aspect 2021).
- **Hydraulic Fill:** consisting of mixtures of sand and silt, with intermittent shell fragment layers, ranging from tan to dark gray, and located throughout the Site from the surface to approximately 5 feet (ft) below ground surface (bgs), and generally extends to the native tide flat surface. Residual contamination at the site is generally contained within the hydraulic fill.
- **Native Snohomish River Alluvium:** consisting of stratified sand and silty with shell fragments, and first encountered at a depth of about 15–40 ft bgs.
- **Shoreline Riprap:** consisting of large-diameter angular rock placed along the shoreline, including near existing outfalls.
- **Wood Chips/Sawdust:** Areas of wood chips, sawdust, and other wood debris are present at the Site from just below the surface to up to approximately 40 ft bgs.
- **Crushed Rock:** Approximately 75,000 cubic yards of crushed rock will be imported to the site during the Preload Early Action, which will be implemented prior to the 3rd Interim Action. This material will be placed on the top of the existing site surface for construction of a haul road and a preload. This material will be tested to confirm hazardous substances are not present in this material at concentrations above Site CULs; procedures for characterization and approval of this material is documented in the 2021 Preload Ground Improvement technical memorandum (LAI 2021).

4.1 Potential Hazardous Substances

Materials that contain hazardous substances at concentrations exceeding the Site CULs and have previously been encountered at the Site include the following:

- **Crushed Demolition Debris (i.e., CM):** debris described in the July 10, 2018 Plan of Operations for CM Removal generated during demolition and subsequent crushing of former structures on the site (K-C 2018).¹ Sampling of this debris has indicated cPAHs, metals, and PCBs above MTCA cleanup levels. If encountered, this material will be characterized for offsite disposal according to its characteristics; management of potential CM is further discussed below in Section 5.1.3.
- **General Construction Debris:** soil mixtures consisting of greater than 50 percent by volume of general construction debris, including asphalt, brick, wire, wood debris (including creosote pilings), and asbestos-containing material (e.g., asbestos wrapped pipe) is present at the Site in isolated areas within the hydraulic fill.
- **Underground storage tanks (USTs) and Petroleum Hydrocarbons:** undocumented USTs may be present in the vicinity of former buildings and may contain heating oil or other petroleum products, such as gasoline, diesel, and motor oil. Contamination may be present in soil or groundwater and typically exhibits one or more of the following characteristics: iridescent sheen, black and greasy appearance, petroleum odor, or dark staining in soil.

Photographs of these hazardous substances encountered at the Site during previous cleanup activities are included in Attachment 1.

¹ Available on Ecology's website at <https://apps.ecology.wa.gov/gsp/CleanupSiteDocuments.aspx?csid=2569>.

5.0 SOIL MANAGEMENT

Any intrusive activities that result in workers coming into contact with potentially contaminated soil need to follow applicable regulations regarding worker health and safety. Additionally, any soil excavated must be properly managed in conformance with this Plan, and future development must also be conducted consistent with any restrictive covenant applied to the property deed.

5.1 General Soil Management Requirements

The requirements that apply to intrusive activities throughout the Site consist of the following:

- All intrusive activities that have the potential to contact contaminated soil will be performed under a health and safety plan (HASP) that addresses all applicable local, state, and federal requirements.
- Information will be submitted to Ecology from the property owner, or in coordination with the property owner if the work was conducted by a third party, documenting the intrusive activities, presenting all environmental data, summarizing post-intrusive activity environmental conditions, and identifying any changes proposed any applicable restrictive covenant as a result of the intrusive activities.
- No excavated soil is to be beneficially reused at locations outside of the Site without adequate testing to confirm that the soil does not exceed any MTCA soil CULs.
- Any soil removed from the Site must also meet all other applicable regulations, including the Solid Waste Handling Standards (Washington Administrative Code [WAC] 173-350).
- Any work conducted along the shoreline (e.g., outfall replacement work) shall be completed in accordance with the JARPA prepared for the project; JARPA drawings are provided as Attachment 2. Requirements presented in the JARPA include that shoreline work will be constructed in the 'dry' during low tide in a single tide cycle, and backfill of any excavated areas will be completed prior to arrival of the incoming tide. Imported materials for shoreline work will only consist of large washed quarry spalls and armor rock; no granular soils/sand or gravel shall be placed within the shoreline portions of this Site under this Plan. The work will be scheduled and phased so that each phase of work can reasonably be completed during the planned tide cycle. If the work cannot be completed in a single tide cycle, exposed soils will be temporarily stabilized with rock or other approved measures prior to tidal submersion. Work will continue during the next low-tide period.
- Materials generated during intrusive activities will be managed to prevent potential dispersion of potentially hazardous substances using appropriate temporary erosion and sedimentation control (TESC) measures, as is presented in the IAWP. These measures shall include dust control, stockpile management (containment, covering, and underlayment as applicable), and appropriate construction access measures that are presented in the IAWP. Additionally, temporary stockpiles shall be located where they will not impact general stormwater flow patterns of the Site or the ability of the Site to infiltrate stormwater.

Any soil excavated during intrusive activities that remains onsite (i.e., field-screened soils that do not show signs of contamination—see Section 5.1.1) shall ultimately be located beneath the footprint of the low-permeability cap installed during the 3rd Interim Action. The low-permeability cap will reduce

stormwater infiltration through any residual soil contamination that could be leached to groundwater and will prevent wildlife exposure to residual soil contamination.

Excavated soil will be classified and specifically managed per the following sections.

5.1.1 Soil Suitable for Reuse

If determined to be geotechnically suitable by the Port, and environmental field screening does not indicate excavated soil is potentially contaminated (e.g., visual, olfactory, air monitoring, etc.), excavated soil may be utilized onsite as backfill. Site soil used for backfill shall be segregated by the vertical horizon from which the soil was removed during excavation and replaced within the same horizon during backfilling. As described in Section 4.0, anticipated vertical horizons suitable for reuse include recent sand fill, hydraulic fill, Native Snohomish River Alluvium, and crushed rock. Any unanticipated CM associated with the K-C demolition activity is not suitable for backfill and will be characterized for offsite disposal according to its characteristics.

If the volume of excavated soil exceeds the volume needed to backfill the specific excavation the soil was removed from, excess soil may be utilized as backfill elsewhere onsite, assuming the material can be placed within the original soil type horizon it was excavated from, and the location is beneath the low-permeability cap to be installed during the 3rd Interim Action. Shoreline riprap (clean rock, not concrete) may be used anywhere onsite if soil is removed from the surface (and managed separately in accordance with Section 5) of the rock prior to reuse—removal of soil from rock armor surfaces shall be conducted in a manner to prevent potential dispersion of potentially hazardous substances in accordance with this plan and applicable TESC/SWPPP requirements. If not reused onsite, excavated soil will be tested (in accordance with Section 5.2 below) and managed in accordance with all applicable regulations.

5.1.2 Soil Unsuitable for Reuse

If determined to be geotechnically unsuitable for reuse by the Port, or environmental field screening indicates it is potentially contaminated (e.g., visual, olfactory, etc.) or comes from a known area of residual contamination, excavated materials shall be stockpiled separately from unaffected soil and tested to determine appropriate offsite management requirements. Co-mingled materials, such as soils mixed with armor rock generated during excavation along the shoreline, will be separated during the excavation process. Individual materials that are unsuitable for reuse onsite will be segregated into stockpiles dependent on specific characteristics and waste disposal requirements, but are expected to include the following:

- Construction and demolition debris
- Wood waste/wood chips
- Concrete rubble
- Potentially contaminated soil

- Geotechnically unsuitable but does not exhibit indications of potential contamination.

Soil unsuitable for reuse will be characterized for offsite disposal. Laboratory analyses may be required to determine waste designation and disposal requirements, such as whether the soil can be managed as solid waste or requires management as hazardous waste. The planned waste management or disposal facility will be coordinated with during material testing to determine whether testing in addition to identified contaminants of concern (COCs) for the Site will be required for waste designation.

5.1.3 Unanticipated Contaminated Soil or Crushed Material

If development activities encounter materials that may contain significant or unanticipated hazardous substances (including significant free product), or is associated with unanticipated CM (described in the July 10, 2018 Plan of Operations for CM Removal; K-C 2018) not removed during the CM Removal project conducted by K-C in 2020, the discovery will be documented, Ecology will be notified, and the Port and Ecology will determine if additional actions are necessary. The Port will evaluate the environmental conditions to determine if modifications to the planned construction activities are warranted. If soil management procedures presented in Section 5.0 are followed, the potentially contaminated soil or CM can be removed and managed without suspending construction provided; however, timely notification of Ecology is required. Any unanticipated CM associated with the K-C demolition activity is not suitable for backfill and will be characterized for offsite disposal according to its characteristics.

5.2 Upland Import Fill Criteria and Use

Fill imported to upland portions the Site will be tested for hazardous substances to confirm it is not contaminated. Representative samples will be collected for chemical analysis at a rate of five samples for the first 1,000 cubic yards of imported material, and one sample for each additional 1,000 cubic yards. Each sample will be analyzed for the following:

- Gasoline- and diesel-range total petroleum hydrocarbons by Northwest total petroleum hydrocarbon gasoline-range extended (NWTPH-Gx) and Northwest total petroleum hydrocarbon diesel-range extended (NWPTH-Dx)
- PAHs by US Environmental Protection Agency (EPA) Method 8270 selected ion monitoring (SIM)
- Metals (arsenic, copper, lead, mercury, nickel, zinc) by EPA Method 6000/7000
- PCBs by EPA Method 8082.

Analytical results will be screened against appropriate screening levels, as described below, and communicated to Ecology prior to import to the Site.

5.2.1 South Terminal Stockpile Import

Material imported to the Site from an existing stockpile located within the Port's South Terminal will be utilized for haul road construction strictly above the groundwater table and will be screened against preliminary CULs for unsaturated conditions. These preliminary cleanup levels are presented as "Unsaturated Import Fill Criteria" in Table 1.

5.2.2 Additional Import

All material imported to the Site (for preload ground improvement activities and additional import, if needed) from sources other than the South Terminal stockpile discussed above will be screened against preliminary CULs for unsaturated soils and Port-specific total petroleum hydrocarbon criteria to determine if this material meets these criteria and is suitable for use on the Site. These criteria are presented as "Saturated Import Fill Criteria" in Table 1.

6.0 GROUNDWATER MANAGEMENT

Groundwater generated during intrusive activities at the Site may contain hazardous substances above Site cleanup levels and will be managed to prohibit the spread of contamination. Groundwater at the Site is not considered to be a drinking water source, and the highest beneficial use of groundwater at the Site is discharge to marine surface water. Accordingly, groundwater quality at the site has been screened against the most stringent marine surface water quality standards applicable to the Site; the most current draft preliminary groundwater CULs presented are included as Attachment 3 (Aspect 2021). Based on results of previous groundwater monitoring, metals (arsenic, copper, lead, mercury, nickel, and zinc); cPAHs; PCBs; volatile organic compounds (VOCs; vinyl chloride, 1,1-dichloroethene, and xylenes); PAHs (acenaphthene, naphthalene, and 2-methylnaphthalene); SVOCs (pentachlorophenol and dibenzofuran); gasoline-, diesel-, and oil-range petroleum hydrocarbons; hydrogen sulfide; and ammonia were detected in one or more groundwater samples at a concentration greater than the preliminary CULs.

Depth to groundwater at the Site ranges from about 1 to 4 ft bgs in the eastern portion of the Site, and 6–12 ft bgs in the western portion of the Site; groundwater elevations near the western shoreline are tidally influenced. Potential options for managing groundwater extracted for dewatering purposes include:

- On-site infiltration.
- Discharge to the City sanitary sewer.
- Containment in temporary aboveground tanks, with offsite management by a waste management and treatment facility.

Groundwater testing during construction, or in advance of construction dewatering, would be required to determine management requirements. If testing demonstrates that groundwater does not exceed a site-specific pH criteria of 8.5, and is greater or equal to a site-specific pH of 6.5 (using a hand-held pH meter), and field screening observations (visual and olfactory) do not indicate the presence of a petroleum sheen or odor, extracted groundwater could be infiltrated onsite if infiltrated upgradient of where it was removed (at a minimum distance of 200 ft from the shoreline). This 200-ft distance was selected to be a conservative interpretation of design assumptions for the K-C 2nd Interim Action—that water entering the groundwater system from an outside source (i.e., leaky stormwater pipes) would adequately attenuate within 75 ft, and thus any existing pipes within 75 ft of the shoreline were plugged. Dewatering water (which is groundwater itself, not stormwater) that is infiltrated in accordance with these guidelines will 1) extend the distance any groundwater travels before discharging to surface water, and 2) exceed guidelines set during previous cleanup work at the Site intended to protect discharges to surface water. If infiltration is utilized for management of groundwater, a summary of pH measurements and field screening observations would be provided to Ecology following completion of the project.

If groundwater is determined to exceed a pH of 8.5 or is below a pH of 6.5, or exhibits visual or olfactory indications of petroleum contamination, it cannot be infiltrated onsite. The groundwater would need to be discharged to the City sanitary sewer, subject to obtaining a temporary discharge permit, or managed by other means that comply with local, state, and federal regulations. Discharge to City sanitary sewer to comply with a temporary discharge permit may require treatment (e.g., oil-water separator) if significant sheen or light non-aqueous phase liquid is encountered.

Regardless of the anticipated method of groundwater management, water quality testing and field screening will be conducted to determine the requirements for proper management. In general, a single groundwater pH measurement is adequate for localized dewatering, such as for a storm catch basin installation. Groundwater testing from multiple locations and consistent field screening may be needed for larger excavations, or for long, linear excavations, depending on the method of groundwater management and the requirements of the receiving facility.

The locations and spacing for groundwater quality characterization for large or long, linear excavations will vary based on the degree to which water quality conditions have been previously characterized in the construction area, the age of available data, and the anticipated radius of influence of the dewatering system. The amount and frequency of testing will largely be dictated by the requirements of the receiving facility and the potential for the acceptance criteria to be exceeded.

7.0 STORMWATER MANAGEMENT

In general, stormwater will be infiltrated onsite. Stormwater at the Site has been successfully infiltrated since former manufacturing structures were demolished in 2012. In addition to infiltration of stormwater on the Site generally, construction stormwater was infiltrated as part of the 1st and 2nd Interim Actions, which involved large-scale excavation of contaminated soils below the water table. During these prior actions, because of the project's success in infiltrating stormwater, there was no discharge to surface waters of the state as indicated in the discharge monitoring reports submitted by K-C.

Stormwater will be managed during intrusive activities in a way that prevents the spread of contamination, and in manner that complies with the Construction Stormwater General Permit and associated Administrative Order. The Project will include a stormwater pollution prevention plan (SWPPP; see the IAWP) prepared specific to the work proposed in this Project. TESC elements presented in project plans and the best management practices (BMPs) presented in the SWPPP will apply to stormwater management during the Project, including when operating in contaminated soils.

Implementation of appropriate BMPs will be used to prevent any discharge of stormwater to surface water. Site stormwater is currently managed by infiltration, and stormwater will continue to infiltrate during implementation of the 3rd Interim Action. TESC elements are presented in TESC sheets of the Norton Terminal—Preload (bid set) and the Norton Terminal Development (90 percent design submittal); these plan sheets are included in Attachment 4 and are summarized as follows:

- Use of a one-way haul road for onsite construction traffic
- Install temporary silt fence, and extend/maintain the existing berm along the shoreline portion of the Site
- Install or protect and maintain storm drain inlet protection
- Utilize appropriate construction access and a wheel wash, if necessary.

Additionally, to comply with soil management guidelines presented in Section 5, excavated soils will be managed such that the material can drain back into the excavation, or is temporarily stockpiled with adequate horizontal contaminant, cover, and underlayment to prevent the spreading of contamination via stormwater. These guidelines will be further detailed in subsequent Project design plans and the SWPPP.

8.0 CONTRACTOR ENVIRONMENTAL MEDIA MANAGEMENT PLANS

Any contractors conducting intrusive activities as part of the Project will prepare environmental media management plans, which are anticipated to include, but are not limited to, a Soil Handling Plan, Dewatering Plan, and SWPPP. These plans shall present project specific means and methods and shall contain enough detail to demonstrate the Project will be conducted consistent with this Soil and Groundwater Management Plan. Ecology and the Port will review these documents and will provide comments as necessary. Ecology will be given 10 business days to review the document and provide comments.

9.0 USE OF THIS PLAN

This Soil and Groundwater Management Plan has been prepared for the exclusive use of the Port of Everett. Reliance on this report by third parties is at their sole risk. Further, the reuse of information, conclusions, and recommendations provided herein for extensions of the project or for any other project, without review and authorization by LAI, shall be at the user's sole risk. LAI warrants that within the limitations of scope, schedule, and budget, our services have been provided in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as this project. We make no other warranty, either express or implied.

10.0 REFERENCES

- Aspect. 2021. Report for Second Interim Action, Kimberly-Clark Worldwide Site Upland Area, Everett, Washington. Aspect Consulting. March 3.
- Aspect. 2019. Work Plan for Second Interim Action, Kimberly-Clark Worldwide Site Upland Area, Everett, Washington. Aspect Consulting. December 13.
- Aspect. 2016. Draft Remedial Investigation and Feasibility Study: Chapters 1 Through 7, Kimberly-Clark Worldwide Site Upland Area, Everett, Washington. Aspect Consulting. March 16.
- K-C. 2018. Plan of Operations Crushed Material Removal Kimberly-Clark Former Mill Property, Everett, Washington. Kimberly-Clark Worldwide. July 10.
- LAI. 2021. Technical Memorandum: MTCA 3rd Interim Action & Maritime Industrial Expansion at Norton Terminal—Preload Ground Improvement, Port of Everett, Everett, Washington. Landau Associates, Inc. April 6.

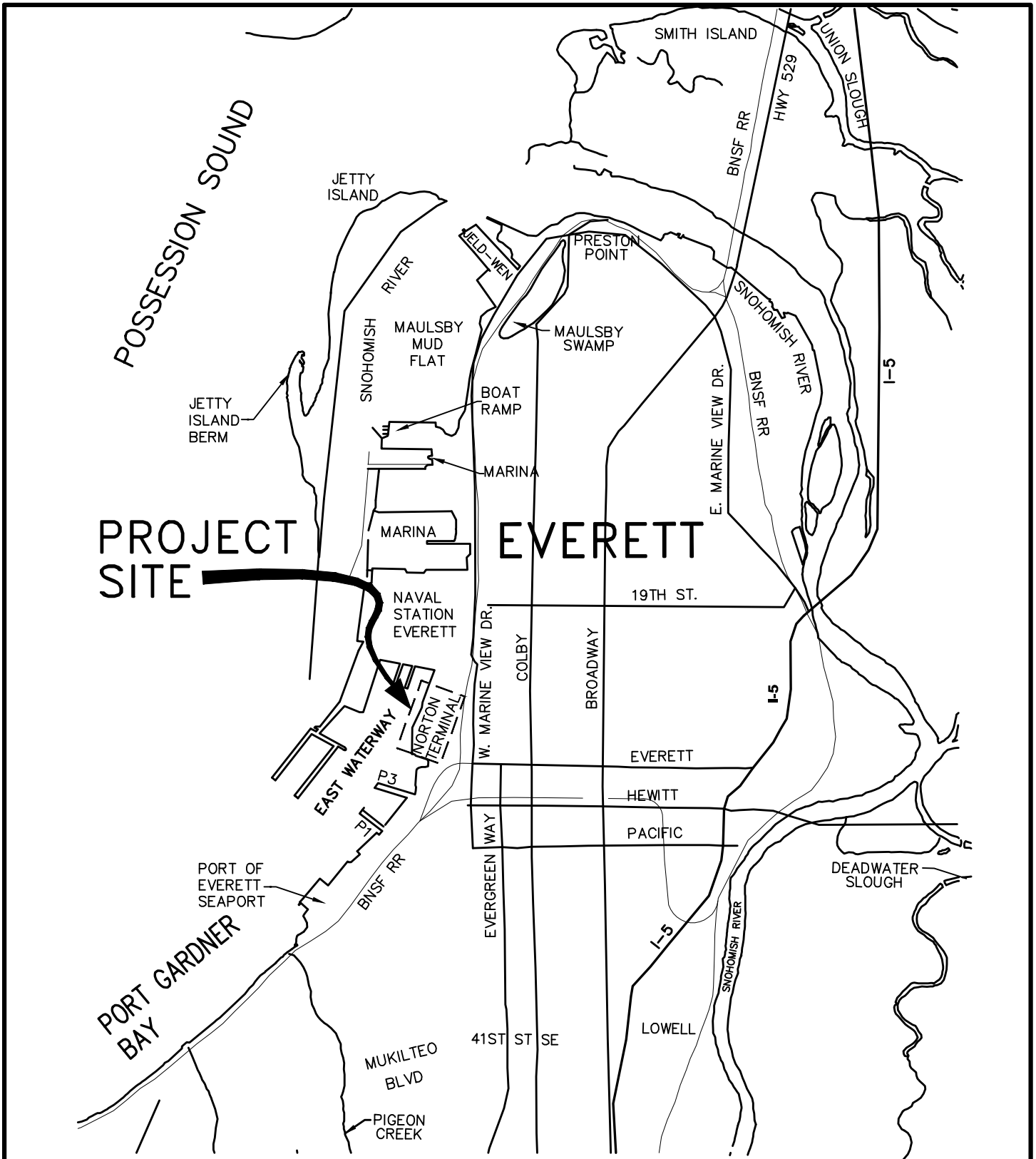
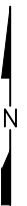
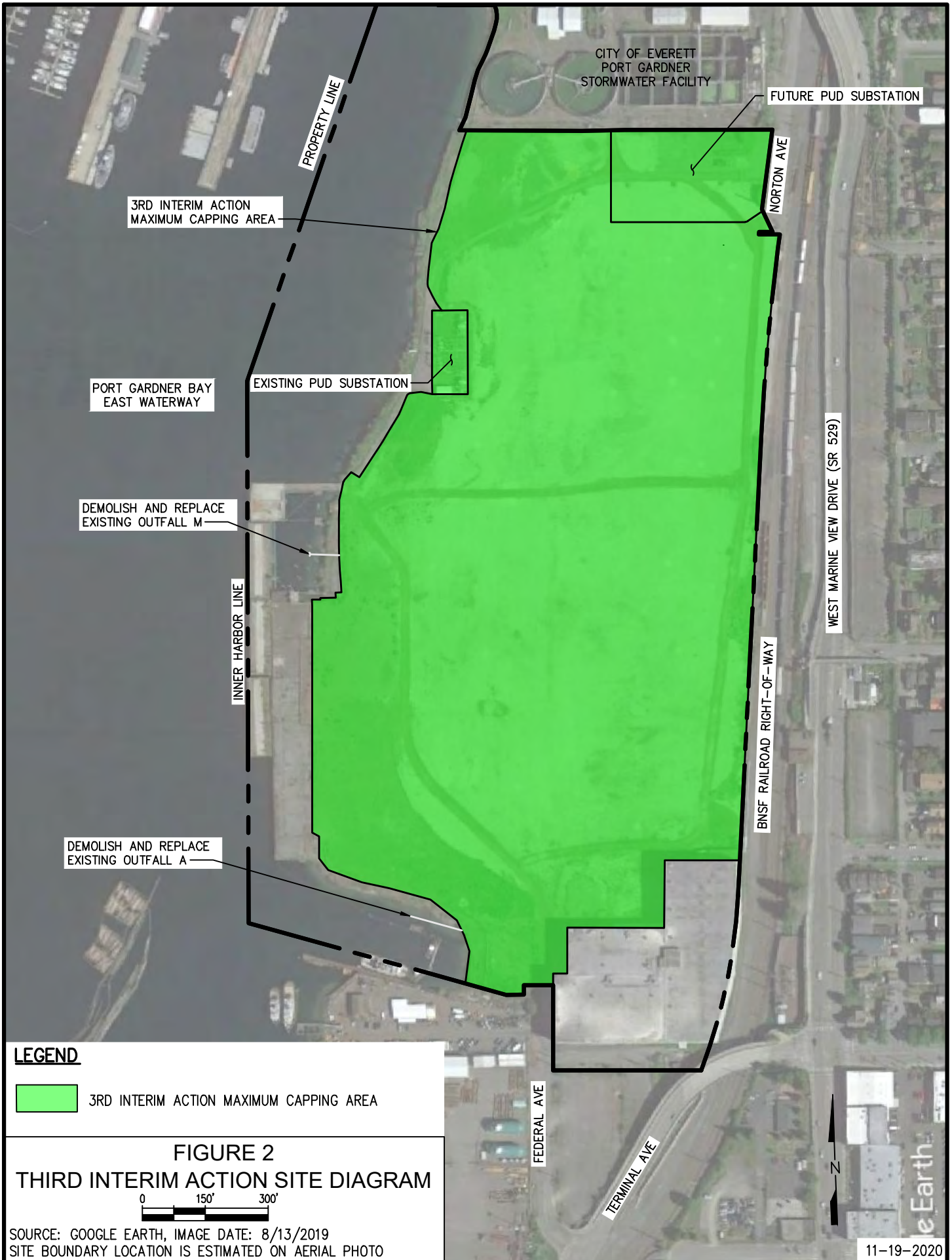


FIGURE 1
VICINITY MAP

SCALE: NTS

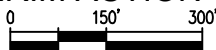




LEGEND

3RD INTERIM ACTION MAXIMUM CAPPING AREA

FIGURE 2
THIRD INTERIM ACTION SITE DIAGRAM



SOURCE: GOOGLE EARTH, IMAGE DATE: 8/13/2019
 SITE BOUNDARY LOCATION IS ESTIMATED ON AERIAL PHOTO

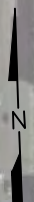


Table 1
Import Fill Criteria
MIE - Norton Terminal
Port of Everett, Washington

Analyte	Analytical Method	Unsaturated Import Fill Criteria (a)	Saturated Import Fill Criteria (b)
Total Petroleum Hydrocarbons (mg/kg)			
Gasoline-range hydrocarbons	NWTPH-Gx	100	20
Diesel-range total petroleum hydrocarbons	NWTPH-Dx	2,000	200
Oil-range total petroleum hydrocarbons	NWTPH-Dx	2,000	200
Metals (mg/kg)			
Arsenic	EPA 6020B	20	20
Copper	EPA 6020B	36	36
Lead	EPA 6020B	1,000	56/81 (c)
Mercury	EPA 7471	0.1	0.1
Nickel	EPA 6020B	48	48
Zinc	EPA 6020B	100	85
PAHs (mg/kg)			
Acenaphthene	EPA 8270 SIM	23	1.2
Acenaphthylene	EPA 8270 SIM	210,000	210,000
Anthracene	EPA 8270 SIM	1,100,000	1,100,000
Benzo(g,h,i)perylene	EPA 8270 SIM	110,000	110,000
Fluoranthene	EPA 8270 SIM	140,000	140,000
Fluorene	EPA 8270 SIM	140,000	140,000
Phenanthrene	EPA 8270 SIM	1,100,000	1,100,000
Pyrene	EPA 8270 SIM	110,000	110,000
1-Methylnaphthalene	EPA 8270 SIM	4,500	4,500
2-Methylnaphthalene	EPA 8270 SIM	13	0.64
Naphthalene	EPA 8270 SIM	17	0.87
Total cPAH TEQ	EPA 8270 SIM	3.2	0.16
PCBs (mg/kg)			
Total PCBs (sum of aroclors)	EPA 8082	2.5	0.12

Notes:

(a) Unsaturated Preliminary Cleanup Levels as presented in K-C Worldwide Site Upland Area, draft RI/FS preliminary cleanup level tables (Aspect 2021).

(b) lowest of Preliminary Cleanup Levels as presented in K-C Worldwide Site Upland Area, draft RI/FS preliminary cleanup level tables (Aspect 2021) and Port of Everett Standard.

(c) For the import of pre-load material, use 56 unless the material is between 56 and 81, in which case consult with Ecology.

Abbreviations and Acronyms:

cPAH = carcinogenic polycyclic aromatic hydrocarbons

CUL = cleanup level

EPA = US Environmental Protection Agency

mg/kg = milligrams per kilogram

NWTPH-Dx = Northwest total petroleum hydrocarbon diesel-range extended

NWTPH-Gx = Northwest total petroleum hydrocarbon gasoline-range extended

PAH = polycyclic aromatic hydrocarbon

PCB = polychlorinated biphenyl

SIM = selected ion monitoring

TEQ = toxicity equivalency quotient

Photographs of Hazardous Substances Encountered on Site

Crushed Material



11/14/2013





General Construction Debris



Boiler Baghouse Area excavation: copper wire in east end



CN-B2 excavation: looking southeast showing brick, wood debris, and creosote piling remnants



CN-B2 excavation: concrete foundation monolith and wood debris



CN-B2 excavation: sawdust from deepest point of excavation



Asbestos-containing material insulation on pipes



Excavation showing crushed material and wood debris

Petroleum Contamination



Clark-Nickerson Area Excavation: oily sheen on the water;
petroleum contaminated sawdust



Bunker C ASTs excavation: bunker oil product



Bunker C ASTs excavation: creosote pilings for former ASTs, with bunker oil



Naval Reserve South excavation: S-21/S22 area with oil sheen



REC2-MW-5 excavation: looking east with black petroleum contaminated stained soil



One Bunker C fuel pipe encountered within wooden conduit, stained soil with sheen on water, looking north



Bunker C ASTs excavation: bunker oil product



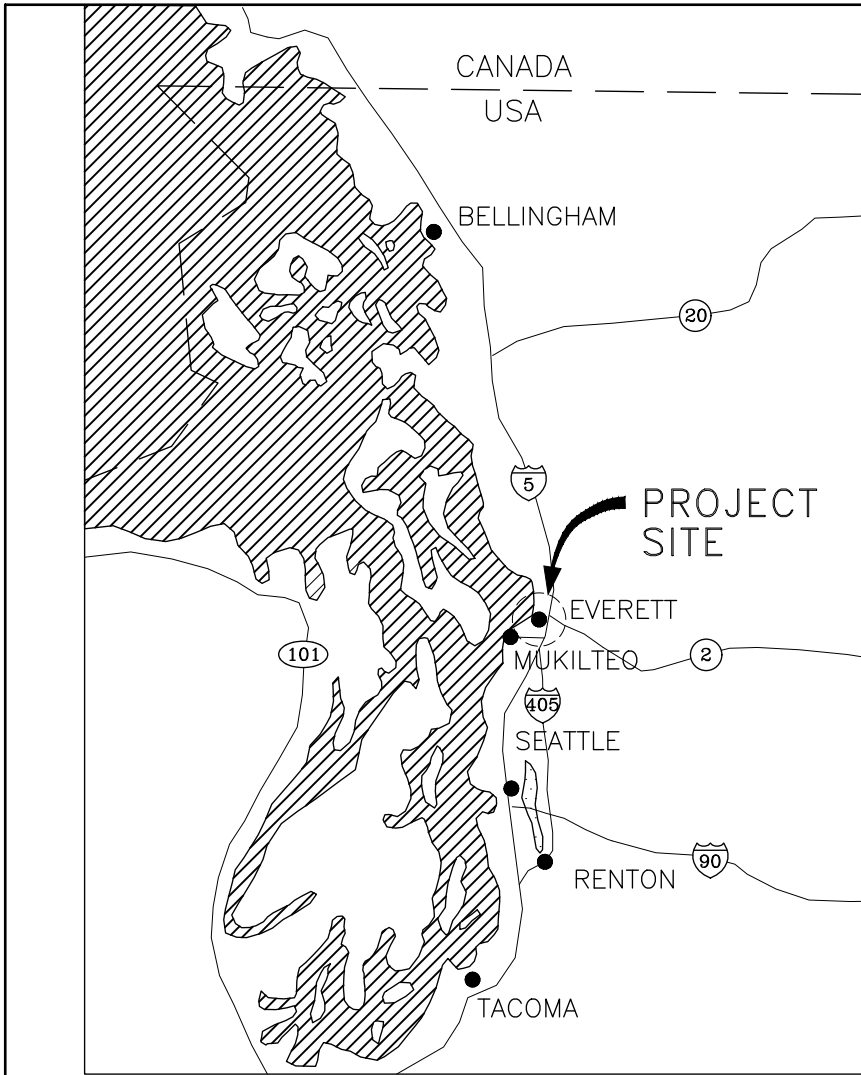
Excavation with oily sheen on the water



Digester Trench Area:
Black stained
petroleum
contaminated
material

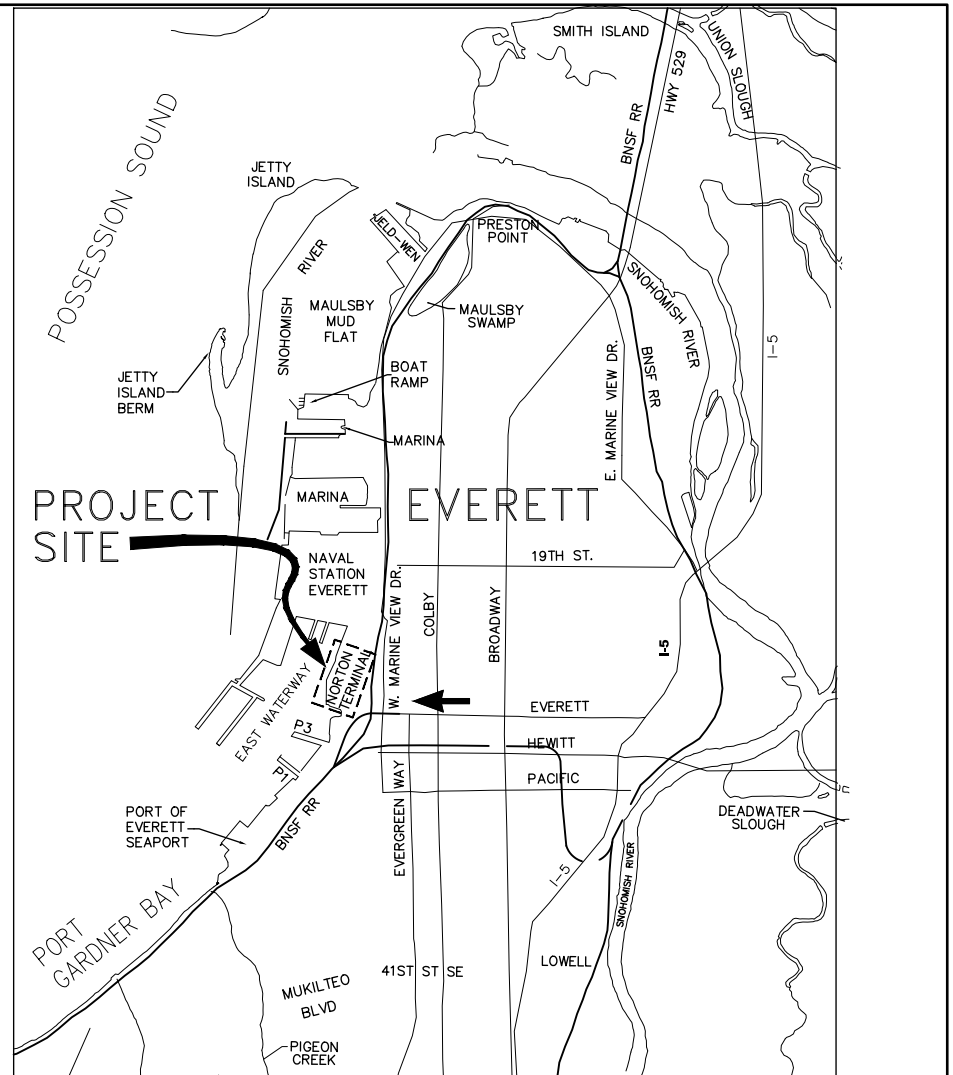
ATTACHMENT 2

JARPA Drawings



LOCATION MAP

SCALE: NTS

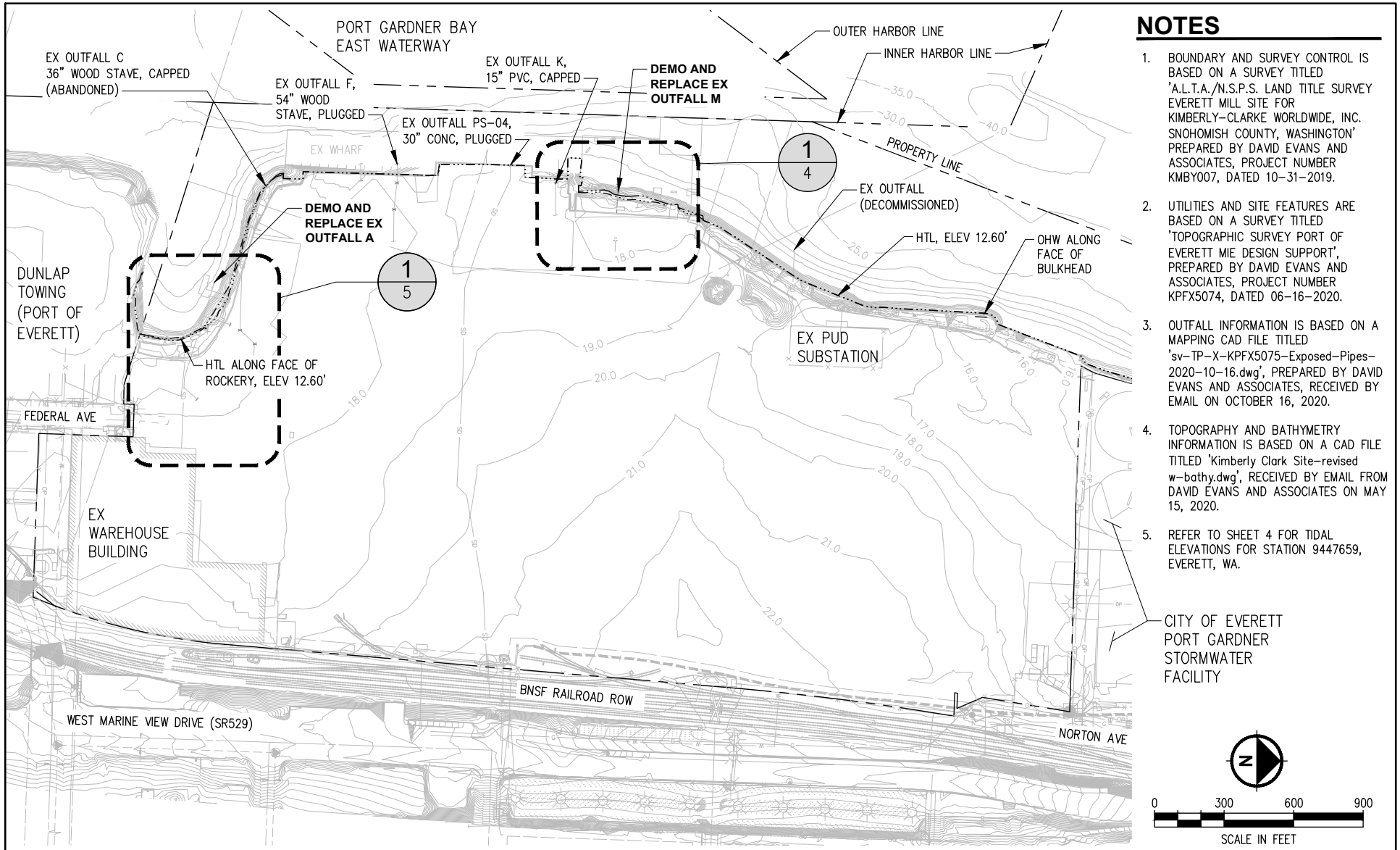


VICINITY MAP

SCALE: NTS

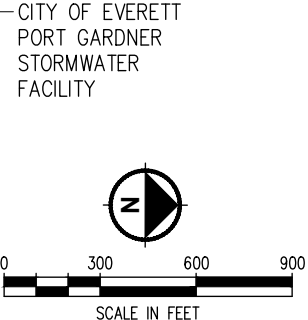


IN: EAST WATERWAY OF PORT GARDNER BAY AT: 2600 FEDERAL AVE CITY: EVERETT COUNTY: SNOHOMISH STATE: WASHINGTON APPLICATION BY: PORT OF EVERETT PARCEL #: 29051900201500, 29051900200900, 29051900201000, 29051900300100, 29051900300200, 29051900300201, 00597761803000, 00597761801000, 00597761800600, 00437461700200, 00597761800102, 00597761803901, 00437455701600, 00437455701302, 00437455701301	PURPOSE: DEMOLISH AND REPLACE EXISTING OUTFALLS A & M TO SUPPORT REDEVELOPMENT OF FORMER KIMBERLY CLARK MILL SITE INTO A SECURE MARINE CARGO TERMINAL. SECTION: 19 LAT: 47°59'9.71"N TOWNSHIP: 29 NORTH LONG: 122°13'0.81"W RANGE: 05 EAST DATUM: MLLW=0.0' CONVERSION TO NAVD 88=MLLW - 2.03'	REFERENCE No.: NWS-2020-979	
		PORT OF EVERETT MARITIME INDUSTRIAL EXPANSION NORTON TERMINAL	
		LOCATION AND VICINITY MAP	
		DATE: 11/17/2020 SHEET: 1 OF 8	



NOTES

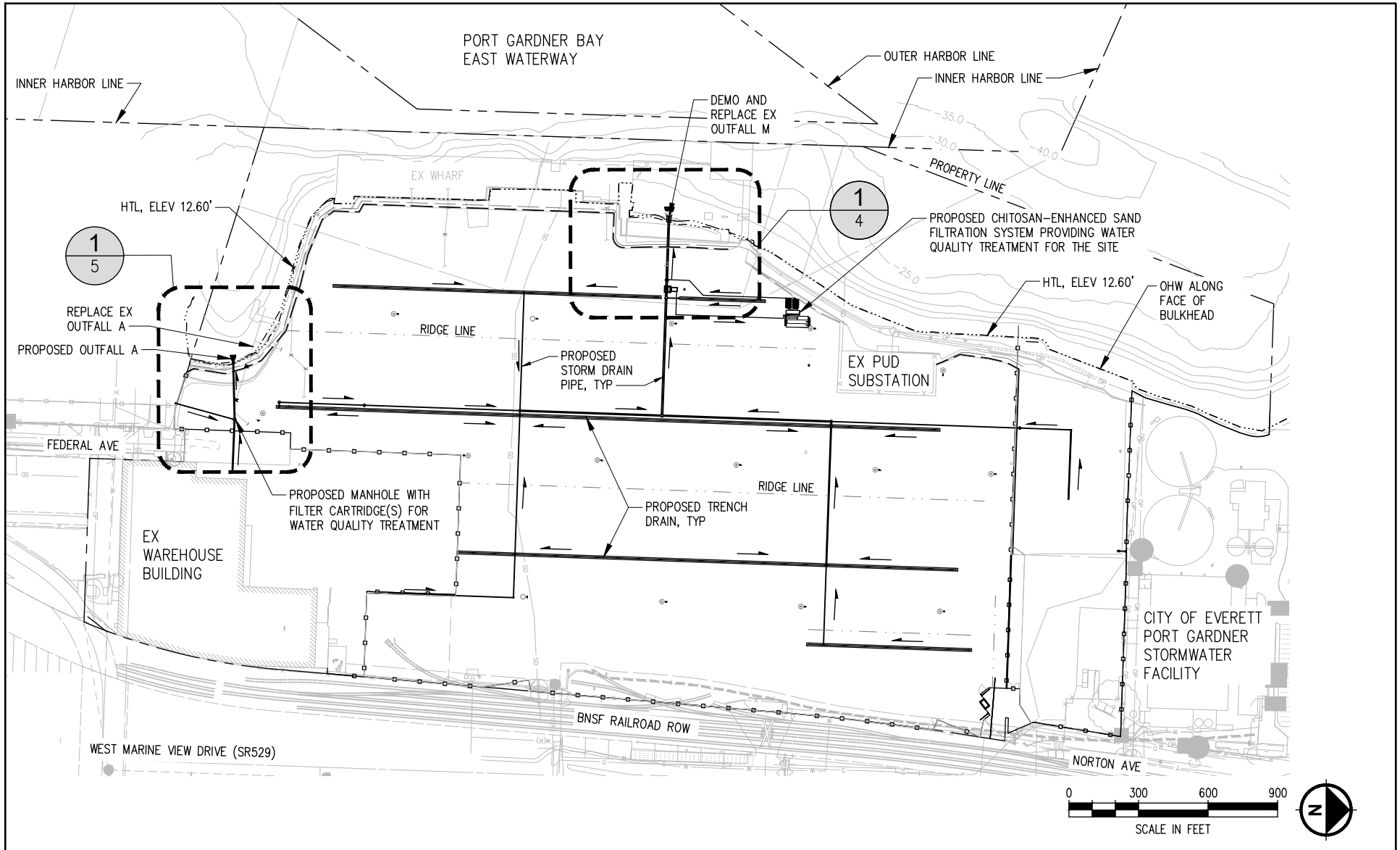
1. BOUNDARY AND SURVEY CONTROL IS BASED ON A SURVEY TITLED 'A.L.T.A./N.S.P.S. LAND TITLE SURVEY EVERETT MILL SITE FOR KIMBERLY-CLARKE WORLDWIDE, INC. SNOHOMISH COUNTY, WASHINGTON' PREPARED BY DAVID EVANS AND ASSOCIATES, PROJECT NUMBER KMBY007, DATED 10-31-2019.
2. UTILITIES AND SITE FEATURES ARE BASED ON A SURVEY TITLED 'TOPOGRAPHIC SURVEY PORT OF EVERETT MIE DESIGN SUPPORT', PREPARED BY DAVID EVANS AND ASSOCIATES, PROJECT NUMBER KPFX5074, DATED 06-16-2020.
3. OUTFALL INFORMATION IS BASED ON A MAPPING CAD FILE TITLED 'sv-TP-X-KPFX5075-Exposed-Pipes-2020-10-16.dwg', PREPARED BY DAVID EVANS AND ASSOCIATES, RECEIVED BY EMAIL ON OCTOBER 16, 2020.
4. TOPOGRAPHY AND BATHYMETRY INFORMATION IS BASED ON A CAD FILE TITLED 'Kimberly Clark Site-revised w-bathy.dwg', RECEIVED BY EMAIL FROM DAVID EVANS AND ASSOCIATES ON MAY 15, 2020.
5. REFER TO SHEET 4 FOR TIDAL ELEVATIONS FOR STATION 9447659, EVERETT, WA.



IN: EAST WATERWAY OF PORT GARDNER BAY
AT: 2600 FEDERAL AVE
CITY: EVERETT **COUNTY:** SNOHOMISH
STATE: WASHINGTON **APPLICATION BY:** PORT OF EVERETT
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 29051900300100, 29051900300200, 29051900300201,
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 00437461700200, 00597761800102, 00597761803901,
 00437455701600, 00437455701302, 00437455701301

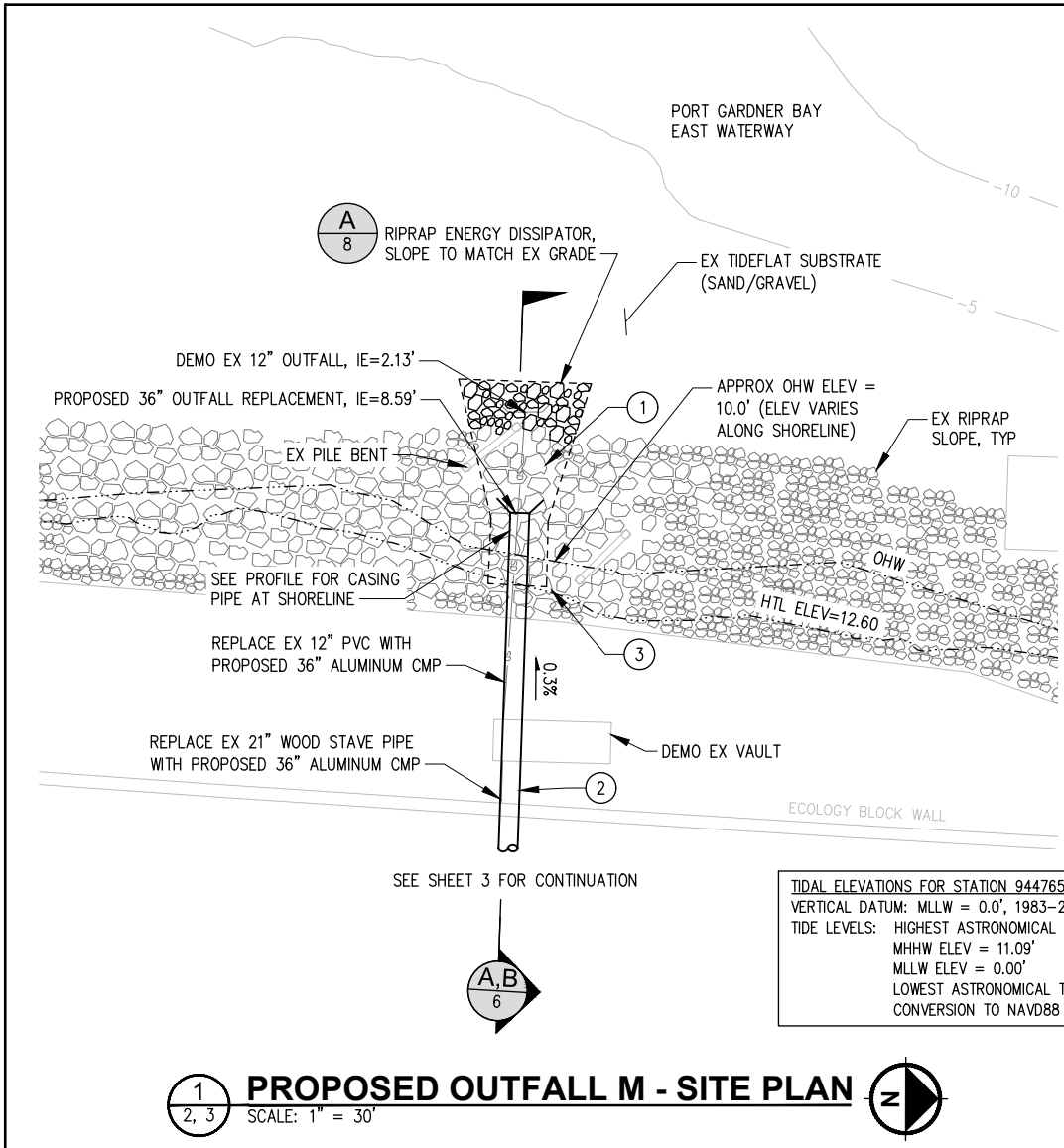
PURPOSE: DEMOLISH AND REPLACE EXISTING OUTFALLS A & M TO SUPPORT REDEVELOPMENT OF FORMER KIMBERLY CLARK MILL SITE INTO A SECURE MARINE CARGO TERMINAL.
SECTION: 19 **LAT:** 47°59'9.71"N
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RANGE: 05 EAST **DATUM:** MLLW=0.0'
 CONVERSION TO NAVD 88=MLLW - 2.03'

REFERENCE No.: NWS-2020-979	
PORT OF EVERETT MARITIME INDUSTRIAL EXPANSION NORTON TERMINAL	
EXISTING CONDITIONS - OVERALL PLAN	DATE: 11/17/2020
	SHEET: 2 OF 8



<p>IN: EAST WATERWAY OF PORT GARDNER BAY AT: 2600 FEDERAL AVE CITY: EVERETT COUNTY: SNOHOMISH STATE: WASHINGTON APPLICATION BY: PORT OF EVERETT PARCEL #: 29051900201500, 29051900200900, 29051900201000, 29051900300100, 29051900300200, 29051900300201, 00597761803000, 00597761801000, 00597761800600, 00437461700200, 00597761800102, 00597761803901, 00437455701600, 00437455701302, 00437455701301</p>	<p>PURPOSE: DEMOLISH AND REPLACE EXISTING OUTFALLS A & M TO SUPPORT REDEVELOPMENT OF FORMER KIMBERLY CLARK MILL SITE INTO A SECURE MARINE CARGO TERMINAL.</p> <p>SECTION: 19 LAT: 47°59'9.71"N TOWNSHIP: 29 NORTH LONG: 122°13'0.81"W RANGE: 05 EAST DATUM: MLLW=0.0' CONVERSION TO NAVD 88=MLLW - 2.03'</p>	<p>REFERENCE No.: NWS-2020-979</p>	
		<p>PORT OF EVERETT MARITIME INDUSTRIAL EXPANSION NORTON TERMINAL</p>	
		<p>PROPOSED CONDITIONS - OVERALL PLAN</p>	<p>DATE: 11/17/2020 SHEET: 3 OF 8</p>

Plotted: Nov 17, 2020 - 8:55am jbecker Layout: 3 DEVELOPED COND
M:\2019\1900238 POE Maritime Industrial Expansion Engineering Services\2.18 Drawings\Current\JARPA\20201117_MIE_JARPA.dwg



GENERAL NOTES

1. ALL WORK BELOW HIGH TIDE LINE (HTL) SHALL OCCUR IN THE 'DRY'.
2. EXCAVATION AND PLACEMENT OF ROCK BELOW HTL WILL OCCUR IN THE 'DRY' WITHIN A SINGLE TIDE CYCLE. WORK THAT CANNOT BE COMPLETED IN A SINGLE TIDE CYCLE SHALL TEMPORARILY COVER AND STABILIZE EXPOSED SOILS WITH GRAVEL, GEOTEXTILE OR OTHER APPROVED METHODS PRIOR TO TIDAL SUBMERSION.

CONSTRUCTION KEY NOTES

- 1 TEMPORARILY RELOCATE EXISTING RIPRAP AND RESTORE TO ORIGINAL ELEVATION, DEPTH, AND LIMITS FOLLOWING OUTFALL REPLACEMENT.
- 2 PIPE TO UPLAND STORM DRAIN SYSTEM. UPLAND STORM WATER RUNOFF IS TREATED BY A CHITOSAN-ENHANCED SAND FILTRATION SYSTEM BEFORE DISCHARGE TO OUTFALL M.
- 3 KEY RESTORED RIPRAP INTO EXISTING RIPRAP FOLLOWING OUTFALL REPLACEMENT WORK.

TABLE 1 - OUTFALL M SUMMARY OF EXCAVATION QUANTITIES BELOW HTL

DESCRIPTION	AREA (SF)	CUT VOLUME (CY)	FILL VOLUME (CY)	NET VOLUME CHANGE (CY)
TEMPORARILY RELOCATE & REPLACE EX RIPRAP	260	30	30	0
NEW RIPRAP	160	18 (export tideflat substrate)	18 (import new riprap)	0
NEW QUARRY SPALLS	-	16 (export tideflat substrate)	16 (import quarry spalls)	0
TOTALS	420	64	64	0

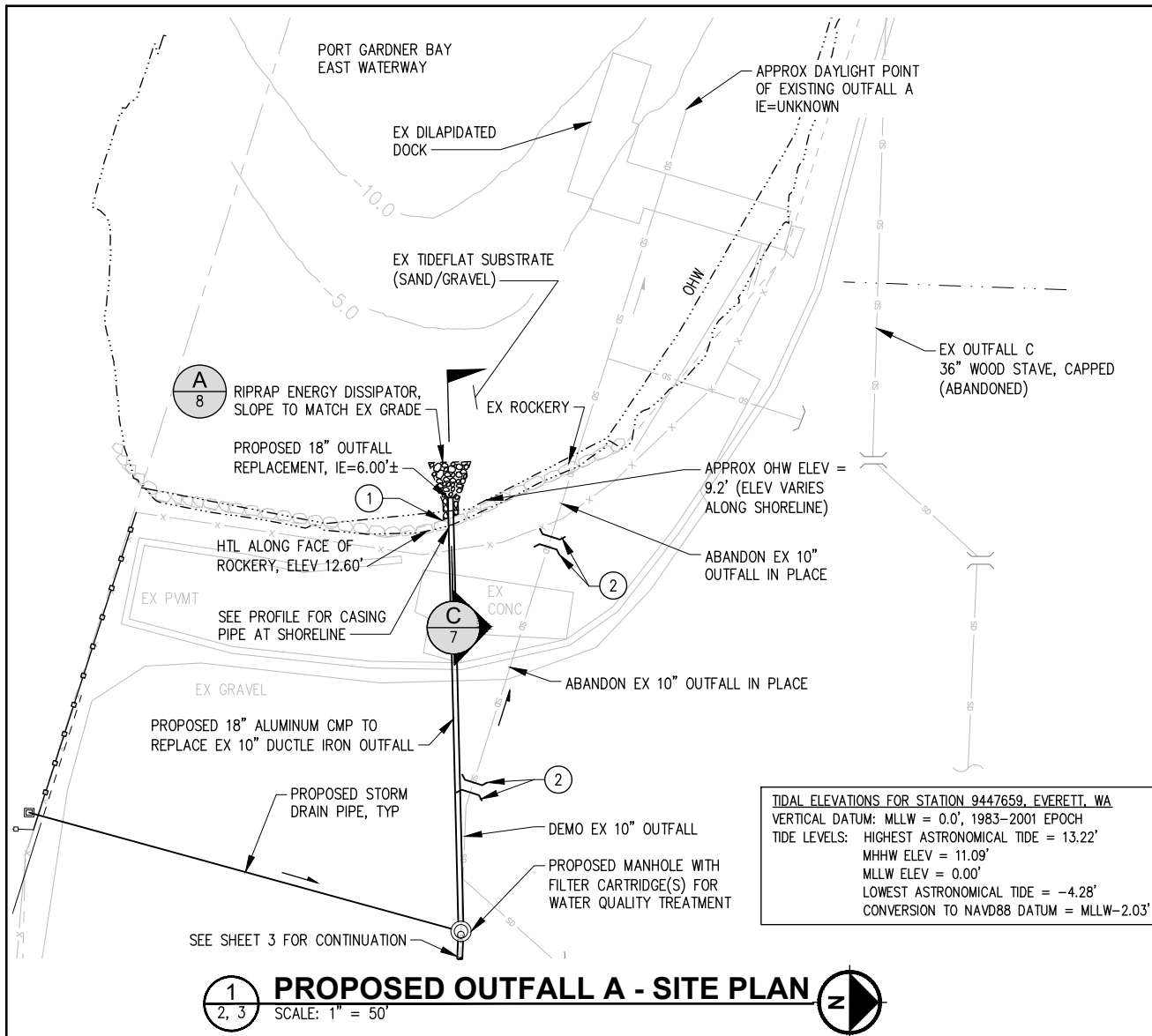
NOTES:

1. APPROXIMATELY 260 SF OF EXISTING RIPRAP WILL BE TEMPORARILY RELOCATED FOR REPLACEMENT OF OUTFALL M. EXISTING RIPRAP WILL BE RESTORED TO ITS FORMER FOOTPRINT AND ELEVATION.
2. APPROXIMATELY 160 SF OF EXISTING TIDEFLAT SUBSTRATE (SAND/GRAVEL) WILL BE REPLACED WITH A RIPRAP ENERGY DISSIPATOR PAD.
3. REFER TO APPLICATION FOR SUMMARY OF EXCAVATION QUANTITIES BELOW OHW.

IN: EAST WATERWAY OF PORT GARDNER BAY
AT: 2600 FEDERAL AVE
CITY: EVERETT **COUNTY:** SNOHOMISH
STATE: WASHINGTON **APPLICATION BY:** PORT OF EVERETT
PARCEL #: 29051900201500, 29051900200900, 29051900201000, 29051900300100, 29051900300200, 29051900300201, 00597761803000, 00597761801000, 00597761800600, 00437461700200, 00597761800102, 00597761803901, 00437455701600, 00437455701302, 00437455701301

PURPOSE: DEMOLISH AND REPLACE EXISTING OUTFALLS A & M TO SUPPORT REDEVELOPMENT OF FORMER KIMBERLY CLARK MILL SITE INTO A SECURE MARINE CARGO TERMINAL.
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 CONVERSION TO NAVD 88=MLLW - 2.03'

REFERENCE No.: NWS-2020-979
PORT OF EVERETT
MARITIME INDUSTRIAL EXPANSION
NORTON TERMINAL
ENLARGED SITE PLAN - PROPOSED OUTFALL M REPLACEMENT
DATE: 11/17/2020
SHEET: 4 OF 8



GENERAL NOTES

1. ALL WORK BELOW HIGH TIDE LINE (HTL) SHALL OCCUR IN THE 'DRY'.
2. EXCAVATION AND PLACEMENT OF ROCK BELOW HTL WILL OCCUR IN THE 'DRY' WITHIN A SINGLE TIDE CYCLE. WORK THAT CANNOT BE COMPLETED IN A SINGLE TIDE CYCLE SHALL TEMPORARILY COVER AND STABILIZE EXPOSED SOILS WITH GRAVEL, GEOTEXTILE OR OTHER APPROVED METHODS PRIOR TO TIDAL SUBMERSION.

CONSTRUCTION KEY NOTES

- 1 TEMPORARILY RELOCATE EXISTING ROCKERY AND RESTORE TO ORIGINAL ELEVATION AND LIMITS FOLLOWING OUTFALL REPLACEMENT.
- 2 CUT EX 10" OUTFALL & PLUG EACH END WITH CONC CAP

TABLE 2 - OUTFALL A SUMMARY OF EXCAVATION QUANTITIES BELOW HTL

DESCRIPTION	AREA (SF)	CUT VOLUME (CY)	FILL VOLUME (CY)	NET VOLUME CHANGE (CY)
NEW RIPRAP	120	14 (export tideflat substrate)	14 (import new riprap)	0
NEW QUARRY SPALLS	-	5 (export tideflat substrate)	5 (import quarry spalls)	0
TOTALS	120	19	19	0

NOTES:

1. APPROXIMATELY 120 SF OF EXISTING TIDEFLAT SUBSTRATE (COBBLE/GRAVEL/SAND) WILL BE REPLACED WITH A RIPRAP ENERGY DISSIPATOR PAD.
2. REFER TO APPLICATION FOR SUMMARY OF EXCAVATION QUANTITIES BELOW OHW.

TIDAL ELEVATIONS FOR STATION 9447659, EVERETT, WA
 VERTICAL DATUM: MLLW = 0.0', 1983-2001 EPOCH
 TIDE LEVELS: HIGHEST ASTRONOMICAL TIDE = 13.22'
 MHHW ELEV = 11.09'
 MLLW ELEV = 0.00'
 LOWEST ASTRONOMICAL TIDE = -4.28'
 CONVERSION TO NAVD88 DATUM = MLLW-2.03'

IN: EAST WATERWAY OF PORT GARDNER BAY
AT: 2600 FEDERAL AVE
CITY: EVERETT **COUNTY:** SNOHOMISH
STATE: WASHINGTON **APPLICATION BY:** PORT OF EVERETT
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PURPOSE: DEMOLISH AND REPLACE EXISTING OUTFALLS A & M TO SUPPORT REDEVELOPMENT OF FORMER KIMBERLY CLARK MILL SITE INTO A SECURE MARINE CARGO TERMINAL.
SECTION: 19 **LAT:** 47°59'9.71"N
TOWNSHIP: 29 NORTH **LONG:** 122°13'0.81"W
RANGE: 05 EAST **DATUM:** MLLW=0.0'
 CONVERSION TO NAVD 88=MLLW - 2.03'

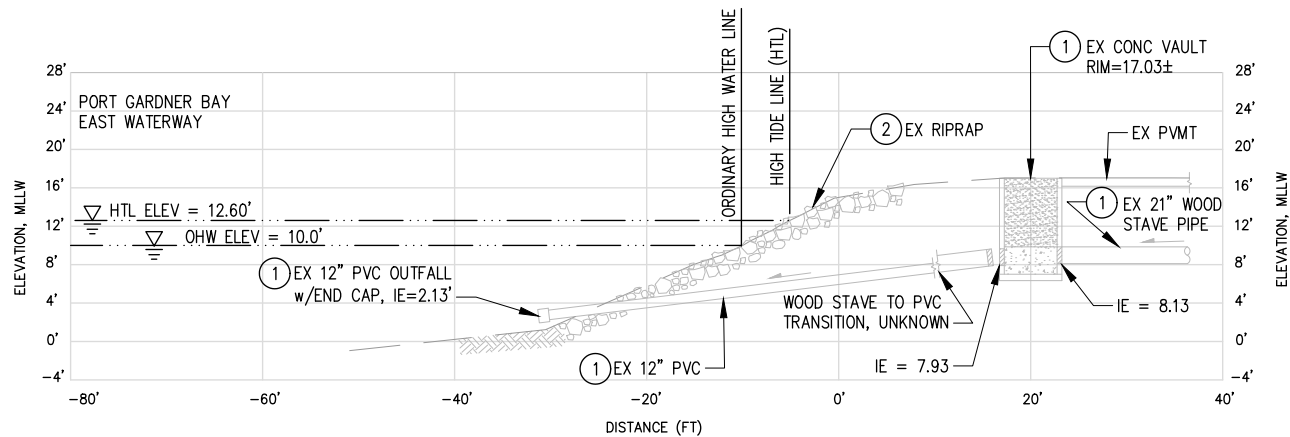
REFERENCE No.: NWS-2020-979

**PORT OF EVERETT
 MARITIME INDUSTRIAL EXPANSION
 NORTON TERMINAL**

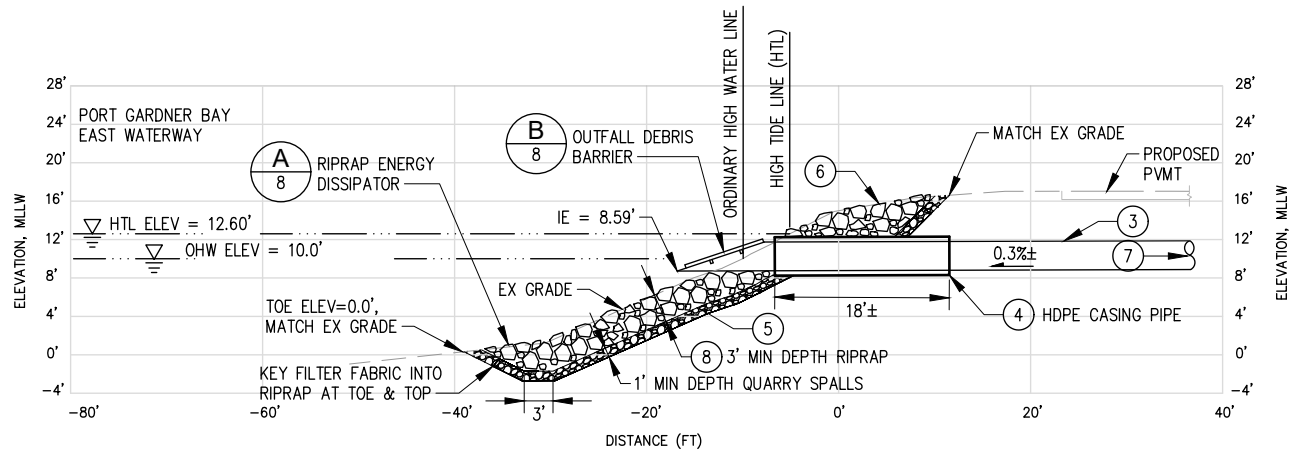
**ENLARGED SITE PLAN -
 PROPOSED OUTFALL A
 REPLACEMENT**

DATE: 11/17/2020

SHEET: 5 OF 8



A
4 **EXISTING CONDITION & DEMO PROFILE - OUTFALL M**
SCALE: 1" = 20'



B
4 **PROPOSED CONDITION PROFILE - OUTFALL M**
SCALE: 1" = 20'

GENERAL NOTES

- ALL WORK BELOW HIGH TIDE LINE (HTL) SHALL OCCUR IN THE "DRY".
- EXCAVATION AND PLACEMENT OF ROCK BELOW HTL WILL OCCUR IN THE "DRY" WITHIN A SINGLE TIDE CYCLE. WORK THAT CANNOT BE COMPLETED IN A SINGLE TIDE CYCLE SHALL TEMPORARILY COVER AND STABILIZE EXPOSED SOILS WITH GRAVEL, GEOTEXTILE OR OTHER APPROVED METHODS PRIOR TO TIDAL SUBMERSION.

CONSTRUCTION KEY NOTES

- DEMOLISH AND REMOVE.
- TEMPORARILY RELOCATE EXISTING RIPRAP TO ACCOMMODATE OUTFALL REPLACEMENT WORK.
- REPLACE EXISTING 12" PVC OUTFALL WITH NEW 36" ALUMINUM CMP.
- INSTALL 48" HDPE PIPE TO ENCASE 36" ALUMINUM CMP OUTFALL PIPE. FILL ANNULAR SPACE WITH NON-SHRINK GROUT.
- COVER EXCAVATED, EXPOSED SUBGRADE SOILS WITH FILTER FABRIC PRIOR TO QUARRY SPALL PLACEMENT.
- RESTORE EXISTING RIPRAP TO ORIGINAL ELEVATION, DEPTH, AND LIMITS FOLLOWING OUTFALL REPLACEMENT.
- PIPE TO UPLAND STORM DRAIN SYSTEM. UPLAND STORM WATER RUNOFF IS TREATED BY A CHITOSAN-ENHANCED SAND FILTRATION SYSTEM BEFORE DISCHARGE TO OUTFALL M.
- RIPRAP SHALL CONFORM TO WSDOT SPEC 9-13.4 CLASS B ROCK FOR EROSION AND SCOUR PROTECTION:

CLASS B RIPRAP

APPROX SIZE (inch)	PERCENT PASSING (smaller)
30	100
28	80-95
22	50-80
16	15-50
10	15 max

IN: EAST WATERWAY OF PORT GARDNER BAY

AT: 2600 FEDERAL AVE

CITY: EVERETT

COUNTY: SNOHOMISH

STATE: WASHINGTON

APPLICATION BY: PORT OF EVERETT

PARCEL #: 29051900201500, 29051900200900, 29051900201000, 29051900300100, 29051900300200, 29051900300201, 00597761803000, 00597761801000, 00597761800600, 00437461700200, 00597761800102, 00597761803901, 00437455701600, 00437455701302, 00437455701301

PURPOSE: DEMOLISH AND REPLACE EXISTING OUTFALLS A & M TO SUPPORT REDEVELOPMENT OF FORMER KIMBERLY CLARK MILL SITE INTO A SECURE MARINE CARGO TERMINAL.

SECTION: 19

LAT: 47°59'9.71"N

TOWNSHIP: 29 NORTH

LONG: 122°13'0.81"W

RANGE: 05 EAST

DATUM: MLLW=0.0'

CONVERSION TO NAVD 88=MLLW - 2.03'

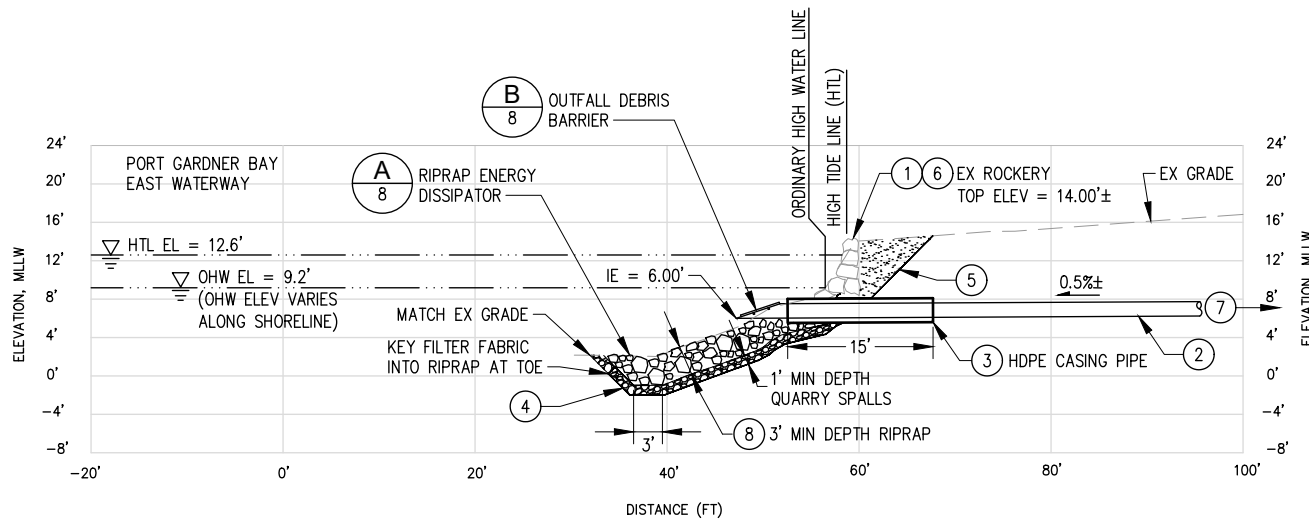
REFERENCE No.: NWS-2020-979

**PORT OF EVERETT
MARITIME INDUSTRIAL EXPANSION
NORTON TERMINAL**

**EXISTING, DEMO & PROPOSED
PROFILES FOR OUTFALL M**

DATE: 11/17/2020

SHEET: 6 OF 8



C
5 **PROPOSED CONDITION PROFILE - OUTFALL A**
SCALE: 1" = 20'

GENERAL NOTES

- ALL WORK BELOW HIGH TIDE LINE (HTL) SHALL OCCUR IN THE 'DRY'.
- EXCAVATION AND PLACEMENT OF ROCK BELOW HTL WILL OCCUR IN THE 'DRY' WITHIN A SINGLE TIDE CYCLE. WORK THAT CANNOT BE COMPLETED IN A SINGLE TIDE CYCLE SHALL TEMPORARILY COVER AND STABILIZE EXPOSED SOILS WITH GRAVEL, GEOTEXTILE OR OTHER APPROVED METHODS PRIOR TO TIDAL SUBMERSION.

CONSTRUCTION KEY NOTES

- TEMPORARILY RELOCATE EXISTING ROCKERY TO ACCOMMODATE OUTFALL INSTALLATION.
- PLUG & ABANDON EXISTING 10" DI OUTFALL AND REPLACE WITH 18" ALUMINUM CMP OUTFALL.
- INSTALL 30" HDPE PIPE TO ENCASE 18" ALUMINUM CMP OUTFALL PIPE. FILL ANNULAR SPACE WITH NON-SHRINK GROUT.
- COVER EXCAVATED, EXPOSED SUBGRADE SOILS WITH FILTER FABRIC PRIOR TO QUARRY SPALL PLACEMENT.
- COVER EXCAVATED, EXPOSED SUBGRADE SOILS WITH FILTER FABRIC PRIOR TO GRAVEL BACKFILL PLACEMENT FOR ROCKERY.
- RESTORE EXISTING ROCKERY TO ORIGINAL ELEVATION AND LIMITS FOLLOWING OUTFALL INSTALLATION.
- PIPE TO UPLAND STORM DRAIN SYSTEM. UPLAND STORM WATER RUNOFF IS TREATED BY FILTER CARTRIDGE(S) FOR WATER QUALITY TREATMENT BEFORE DISCHARGE TO OUTFALL A.
- RIPRAP SHALL CONFORM TO WSDOT SPEC 9-13.4 CLASS B ROCK FOR EROSION AND SCOUR PROTECTION:

CLASS B RIPRAP

APPROX SIZE (inch)	PERCENT PASSING (smaller)
30	100
28	80-95
22	50-80
16	15-50
10	15 max

IN: EAST WATERWAY OF PORT GARDNER BAY

AT: 2600 FEDERAL AVE

CITY: EVERETT

COUNTY: SNOHOMISH

STATE: WASHINGTON

APPLICATION BY: PORT OF EVERETT

PARCEL #: 29051900201500, 29051900200900, 29051900201000, 29051900300100, 29051900300200, 29051900300201, 00597761803000, 00597761801000, 00597761800600, 00437461700200, 00597761800102, 00597761803901, 00437455701600, 00437455701302, 00437455701301

PURPOSE: DEMOLISH AND REPLACE EXISTING OUTFALLS A & M TO SUPPORT REDEVELOPMENT OF FORMER KIMBERLY CLARK MILL SITE INTO A SECURE MARINE CARGO TERMINAL.

SECTION: 19

LAT: 47°59'9.71"N

TOWNSHIP: 29 NORTH

LONG: 122°13'0.81"W

RANGE: 05 EAST

DATUM: MLLW=0.0'

CONVERSION TO NAVD 88=MLLW - 2.03'

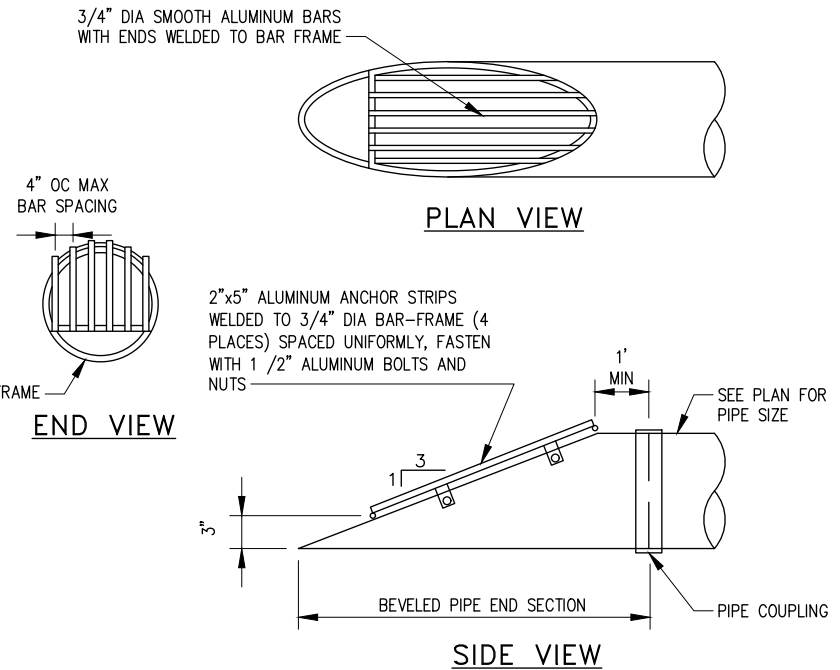
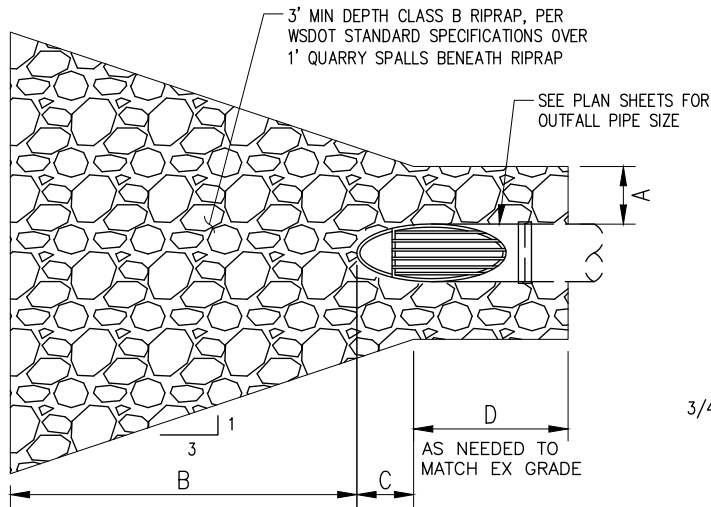
REFERENCE No.: NWS-2020-979

**PORT OF EVERETT
MARITIME INDUSTRIAL EXPANSION
NORTON TERMINAL**

**PROPOSED PROFILE FOR
OUTFALL A**

DATE: 11/17/2020

SHEET: 7 OF 8



ENERGY DISSIPATOR SCHEDULE				
OUTFALL SIZE	A	B	C	D
18"	1.5'	10.5'	1.5'	8'±
36"	3'	18'	3'	10'±

A
4,5 **DETAIL - RIPRAP ENERGY DISSIPATOR**
SCALE: 1" = 10'

B
6,7 **DETAIL - OUTFALL DEBRIS BARRIER**
SCALE: 1" = 5'

IN: EAST WATERWAY OF PORT GARDNER BAY AT: 2600 FEDERAL AVE CITY: EVERETT COUNTY: SNOHOMISH STATE: WASHINGTON APPLICATION BY: PORT OF EVERETT PARCEL #: 29051900201500, 29051900200900, 29051900201000, 29051900300100, 29051900300200, 29051900300201, 00597761803000, 00597761801000, 00597761800600, 00437461700200, 00597761800102, 00597761803901, 00437455701600, 00437455701302, 00437455701301	PURPOSE: DEMOLISH AND REPLACE EXISTING OUTFALLS A & M TO SUPPORT REDEVELOPMENT OF FORMER KIMBERLY CLARK MILL SITE INTO A SECURE MARINE CARGO TERMINAL.	REFERENCE No.: NWS-2020-979	
	SECTION: 19 LAT: 47°59'9.71"N TOWNSHIP: 29 NORTH LONG: 122°13'0.81"W	PORT OF EVERETT MARITIME INDUSTRIAL EXPANSION NORTON TERMINAL	
	RANGE: 05 EAST DATUM: MLLW=0.0' CONVERSION TO NAVD 88=MLLW - 2.03'	DETAILS	DATE: 11/17/2020 SHEET: 8 OF 8

Site Preliminary Groundwater Cleanup Levels
(Aspect 2021)

Table 5-1 - Groundwater Preliminary Cleanup Levels

Project No. 190583, K-C Worldwide Site Upland Area, Everett, Washington

ANALYTE (BY GROUP)	APPLICABLE GROUNDWATER CRITERIA											Applicable Practical Quantitation Level (PQL) ^d (pql)	Groundwater Preliminary Cleanup Level and Basis		
	Marine Surface Water Criteria for Establishing Method B Surface Water Cleanup Levels ^a														
	Aquatic Protection			Human Health Protection					Surface Water Screening Level for Marine Protection (marine)	Potable Groundwater Screening Level ^c (pot)	Groundwater Screening Level Protective of Vapor Intrusion for Industrial Use (Method C) ^a (vi-c)				
	Surface Water ARAR - Aquatic Life - Ch. 173-201A WAC (ma-wac)	Surface Water ARAR - Aquatic Life - National Recommended WQ Criteria (CWA 304a) (ma-cwa 304a)	Surface Water, Aquatic Life - Predicted Protective Concentrations (IM #23) (draft IM23)	Surface Water ARAR - Human Health - National Recommended WQ Criteria (CWA 304a) (hh-cwa 304a)	Surface Water ARAR - Human Health - Ch. 173-201A WAC (hh-wac)	Surface Water ARAR - Human Health - 40 CFR 131.45 (CWA 303c) (hh-cwa 303c)	Surface Water, Method B Human Health, Most Restrictive, Standard Formula (sw-b)	Surface Water, Method B Human Health, Most Restrictive, Adjusted for ARARs ^b (hh)							
Total Petroleum Hydrocarbons															
Gasoline Range Hydrocarbons in ug/L			1700						1700	(draft IM23)			100	1700	(marine)
Diesel Range Hydrocarbons in ug/L			2100						2100	(draft IM23)			50	2100	(marine)
Oil Range Hydrocarbons in ug/L			2100						2100	(draft IM23)			250	2100	(marine)
Total TPH in ug/L			2100						2100	(draft IM23)			250	2100	(marine)
Dissolved Metals															
Antimony in ug/L				640	180	90	1000	90	90	(hh)			0.05	90	(marine)
Arsenic in ug/L	36	36		0.14	10	0.14	0.098	0.14	5	footnote e			0.5	5	(marine)
Barium in ug/L											2000		0.5	2000	(pot)
Cadmium in ug/L	9.3	7.9						41	41	7.9	(ma-cwa 304a)		0.02	7.9	(marine)
Chromium (Total) in ug/L								240000	240000	240000	(hh)		0.2	240000	(marine)
Copper in ug/L	3.1	3.1						2900	2900	3.1	(ma-wac)		0.1	3.1	(marine)
Lead in ug/L	8.1	5.6								5.6	(ma-cwa 304a)		0.02	5.6	(marine)
Mercury in ug/L	0.025	0.94								0.025	(ma-wac)	1.8	0.0005	0.025	(marine)
Nickel in ug/L	8.2	8.2		4600	190	100	1100	100	8.2	(ma-wac)			0.2	8.2	(marine)
Selenium in ug/L	71	71		4200	480	200	2700	200	71	(ma-wac)			1	71	(marine)
Silver in ug/L	1.9	1.9					26000	26000	1.9	(ma-wac)			0.02	1.9	(marine)
Thallium in ug/L				0.47	0.27	6.3	0.22	0.22	0.22	(hh)			0.02	0.22	(marine)
Zinc in ug/L	81	81		26000	2900	1000	17000	1000	81	(ma-wac)			0.5	81	(marine)
Conventionals															
Formaldehyde in ug/L									1600	footnote f			100	1600	(marine)
Un-Ionized Ammonia in mg/L	0.035								0.035	(ma-wac)			0.01	0.035	(marine)
Free (Hydrogen) Sulfide in mg/L		0.002							0.002	(ma-cwa 304a)			0.001	0.002	(marine)
Dissolved Sulfide in mg/L		0.002							0.002	(ma-cwa 304a)			0.05	0.05	(pql)
pH in standard units	7.0 to 8.5	6.5 to 8.5							6.5 to 8.5	(ma-wac)				6.5 to 8.5	(marine)
Volatile Organic Compounds															
1,1-Dichloroethene in ug/L				20000	4100	4000	23000	4000	4000	(hh)		280	0.5	280	(vi-c)
1,2,4-Trimethylbenzene in ug/L											80	520	1	80	(pot)
1,3,5-Trimethylbenzene in ug/L											80	370	1	80	(pot)
1,4-Dichlorobenzene in ug/L				900	580	200	22	200	200	(hh)		49	0.05	49	(vi-c)
2-Butanone in ug/L											4800	3,700,000	10	4800	(pot)
2-Chlorotoluene in ug/L											160		1	160	(pot)
4-Chlorotoluene in ug/L													1		
Acetone in ug/L											7200	3.2.E+07	10	7200	(pot)
Benzene in ug/L			23	16	1.6		23	1.6	1.6	(hh)		24	0.35	1.6	(marine)
cis-1,2-Dichloroethene (DCE) in ug/L											16		0.5	16	(pot)
Ethylbenzene in ug/L			21	130	270	31	6900	31	21	(draft IM23)		6100	0.5	21	(marine)
Isopropylbenzene in ug/L											800	2000	2	800	(pot)
Methylene chloride in ug/L				1000	250	100	590	100	100	(hh)		11000	2	100	(marine)
n-Propylbenzene in ug/L											800	4900	1	800	(pot)
p-Isopropyltoluene in ug/L											800	2000	1	800	(pot)
sec-Butylbenzene in ug/L											800		1	800	(pot)
Styrene in ug/L											100	18000	0.5	100	(pot)
tert-Butylbenzene in ug/L											800		1	800	(pot)
Toluene in ug/L			102	520	410	130	19000	130	102	(draft IM23)		34000	0.5	102	(marine)
Vinyl chloride in ug/L				1.6	0.26	0.18	3.7	0.18	0.18	(hh)		3.4	0.2	0.2	(pql)
Xylenes, total			106						106	(draft IM23)	1000	710	3	106	(marine)

Table 5-1 - Groundwater Preliminary Cleanup Levels

Project No. 190583, K-C Worldwide Site Upland Area, Everett, Washington

ANALYTE (BY GROUP)	APPLICABLE GROUNDWATER CRITERIA											Applicable Practical Quantitation Level (PQL) ^d (pql)	Groundwater Preliminary Cleanup Level and Basis	
	Marine Surface Water Criteria for Establishing Method B Surface Water Cleanup Levels ^a													
	Aquatic Protection			Human Health Protection					Surface Water Screening Level for Marine Protection (marine)	Potable Groundwater Screening Level ^c (pot)	Groundwater Screening Level Protective of Vapor Intrusion for Industrial Use (Method C) ^a (vi-c)			
	Surface Water ARAR - Aquatic Life - Ch. 173-201A WAC (ma-wac)	Surface Water ARAR - Aquatic Life - National Recommended WQ Criteria (CWA 304a) (ma-cwa 304a)	Surface Water, Aquatic Life - Predicted Protective Concentrations (IM #23) (draft IM23)	Surface Water ARAR - Human Health - National Recommended WQ Criteria (CWA 304a) (hh-cwa 304a)	Surface Water ARAR - Human Health - Ch. 173-201A WAC (hh-wac)	Surface Water ARAR - Human Health - 40 CFR 131.45 (CWA 303c) (hh-cwa 303c)	Surface Water, Method B Human Health, Most Restrictive, Standard Formula (sw-b)	Surface Water, Method B Human Health, Most Restrictive, Adjusted for ARARs ^b (hh)						
Polycyclic Aromatic Hydrocarbons (PAHs)														
Acenaphthene in ug/L			90	110	30	640	30	30	(hh)			0.012	30	(marine)
Acenaphthylene in ug/L			90	110	30	640	30	30	(hh)			0.012	30	(marine)
Anthracene in ug/L			400	4600	100	26000	100	100	(hh)			0.012	100	(marine)
Benzo(g,h,i)perylene in ug/L			30	460	8	2600	8	8	(hh)			0.012	8	(marine)
Fluoranthene in ug/L			20	16	6	90	6	6	(hh)			0.012	6	(marine)
Fluorene in ug/L			70	610	10	3500	10	10	(hh)			0.012	10	(marine)
Phenanthrene in ug/L			400	4600	100	26000	100	100	(hh)			0.012	100	(marine)
Pyrene in ug/L			30	460	8	2600	8	8	(hh)			0.012	8	(marine)
1-Methylnaphthalene in ug/L										1.5		0.05	1.5	(pot)
2-Methylnaphthalene in ug/L										32		0.05	32	(pot)
Naphthalene in ug/L						4900	4900	4900	(hh)		89	0.012	89	(vi-c)
Benz(a)anthracene in ug/L												0.01		
Benzo(a)pyrene in ug/L												0.01		
Benzo(b)fluoranthene in ug/L												0.01		
Benzo(k)fluoranthene in ug/L												0.01		
Chrysene in ug/L												0.01		
Dibenzo(a,h)anthracene in ug/L												0.01		
Indeno(1,2,3-cd)pyrene in ug/L												0.01		
Total cPAHs TEQ in ug/L			0.00013	0.0021	0.000016	0.035	0.000016	0.000016	(hh)			0.015	0.015	(pql)
Other Semivolatile Organics														
2,4,6-Trichlorophenol in ug/L			2.8	0.28		3.9	0.28	0.28	(hh)			0.5	0.5	(pql)
2,4-Dimethylphenol in ug/L			3000	97		550	97	97	(hh)			0.5	97	(marine)
3 & 4 Methylphenol												1	400	(pot)
Benzoic acid in ug/L										64000		2.5	64000	(pot)
Benzyl alcohol in ug/L										800		0.5	800	(pot)
Benzyl butyl phthalate in ug/L			0.1	0.58	0.013	8.2	0.013	0.013	(hh)			0.5	0.5	(pql)
Bis(2-ethylhexyl) phthalate in ug/L			0.37	0.25	0.046	3.6	0.046	0.046	(hh)			0.8	0.8	(pql)
Carbazole in ug/L												0.5		
Dibenzofuran in ug/L										16		0.05	16	(pot)
Diethyl phthalate in ug/L			600	5000	200	28000	200	200	(hh)			0.5	200	(marine)
Dimethyl phthalate in ug/L			2000	130000	600		600	600	(hh)			0.5	600	(marine)
Di-n-butyl phthalate in ug/L			30	510	8	2900	8	8	(hh)			0.5	8	(marine)
Pentachlorophenol in ug/L	7.9	7.9	0.04	0.1	0.002	1.5	0.002	0.002	(hh)			0.5	0.5	(pql)
Phenol in ug/L			300000	200000	70000	560000	70000	70000	(hh)			0.5	70000	(marine)

Table 5-1 - Groundwater Preliminary Cleanup Levels

Project No. 190583, K-C Worldwide Site Upland Area, Everett, Washington

ANALYTE (BY GROUP)	APPLICABLE GROUNDWATER CRITERIA											Applicable Practical Quantitation Level (PQL) ^d (<i>pql</i>)	Groundwater Preliminary Cleanup Level and Basis	
	Marine Surface Water Criteria for Establishing Method B Surface Water Cleanup Levels ^a								Surface Water Screening Level for Marine Protection (<i>marine</i>)	Potable Groundwater Screening Level ^c (<i>pot</i>)	Groundwater Screening Level Protective of Vapor Intrusion for Industrial Use (Method C) ^a (<i>vi-c</i>)			
	Aquatic Protection			Human Health Protection										
Surface Water ARAR - Aquatic Life - Ch. 173-201A WAC (<i>ma-wac</i>)	Surface Water ARAR - Aquatic Life - National Recommended WQ Criteria (CWA 304a) (<i>ma-cwa 304a</i>)	Surface Water, Aquatic Life - Predicted Protective Concentrations (IM #23) (<i>draft IM23</i>)	Surface Water ARAR - Human Health - National Recommended WQ Criteria (CWA 304a) (<i>hh-cwa 304a</i>)	Surface Water ARAR - Human Health - Ch. 173-201A WAC (<i>hh-wac</i>)	Surface Water ARAR - Human Health - 40 CFR 131.45 (CWA 303c) (<i>hh-cwa 303c</i>)	Surface Water, Method B Human Health, Most Restrictive, Standard Formula (<i>sw-b</i>)	Surface Water, Method B Human Health, Most Restrictive, Adjusted for ARARs ^b (<i>hh</i>)							
Polychlorinated Biphenyls (PCBs)														
Total PCBs in ug/L (Sum of Aroclors)	0.03	0.03		6.4E-05	1.7E-04	7.0E-06	1.0E-04	7.0E-06	7.0E-06 (<i>hh</i>)				0.05	0.05 (<i>pql</i>)
Total PCBs in ug/L (Sum of Congeners)	0.03	0.03		6.4E-05	1.7E-04	7.0E-06	1.0E-04	7.0E-06	7.0E-06 (<i>hh</i>)				0.0091	0.0091 (<i>pql</i>)
Dioxins/Furans														
Total 2,3,7,8 TCDD (TEQ) in ug/L				5.10E-09	6.4E-08	1.4E-08	1.0E-08	5.10E-09	5.1E-09 (<i>hh</i>)				6.3E-05	6.3E-05 (<i>pql</i>)

Notes:

Preliminary cleanup levels are presented for compounds that were detected in either soil or groundwater during collection of data used in the RI (2012-present).

a Criteria values obtained from Ecology's CLARC database in May 2021 or Ecology Draft Implementation Memo #23 (January 2021)

b Surface water Method B human health levels established using the standard Method B formula in MTCA were compared to state and federal human-health-based ARARs. The most stringent ARAR that is sufficiently protective under MTCA (i.e. less than a risk of 10⁻⁵ and a hazard quotient of 1) is selected as the screening level for human health protection (*hh*). If there are multiple contaminants, then the cumulative risk and HI must not exceed a risk of 10⁻⁵ or a hazard index of 1.

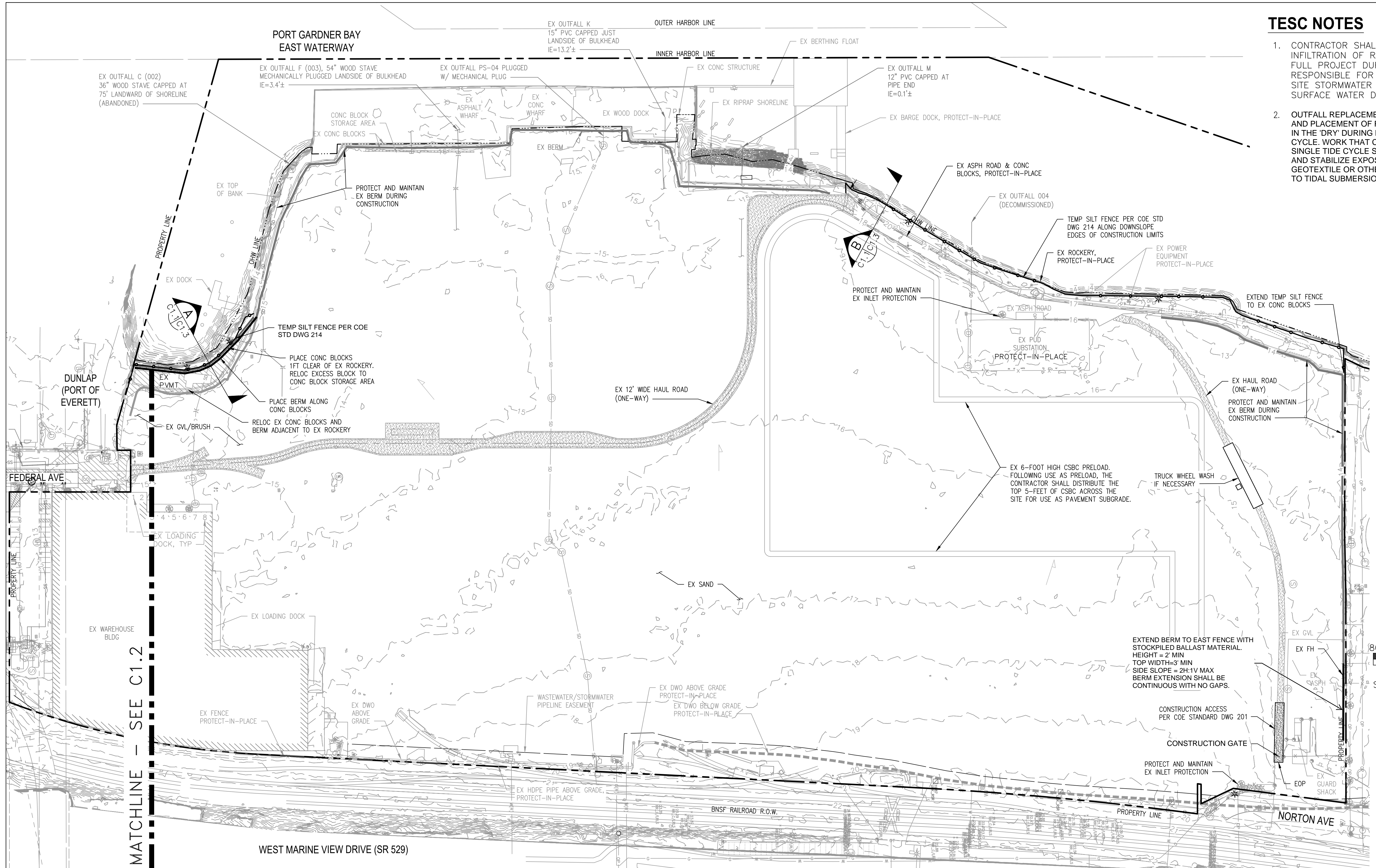
c Upland Area groundwater is not a practicable source of potable groundwater, but, for the purposes of the RI, potable groundwater screening levels are applied for those compounds without a marine surface water screening level.

d Analytical method reporting limits. PQLs for total cPAH (TEQ) and total TCDD (TEQ) are adjusted for TEFs.

e Based on background groundwater concentrations in Washington state (WAC 173-340-900, Table 720-1).

f Formaldehyde value based on protection of aquatic life (Anchor Environmental, 2008).

**Preload and North Terminal Development—
90 Percent Design TESC Plans**

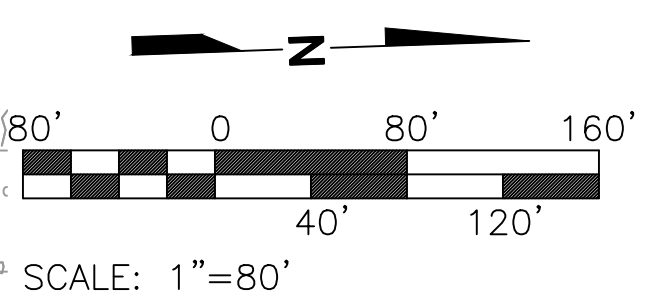


TESC NOTES

1. CONTRACTOR SHALL MAINTAIN EXISTING ON-SITE INFILTRATION OF RAINFALL THROUGHOUT THE FULL PROJECT DURATION. THE CONTRACTOR IS RESPONSIBLE FOR MANAGING CONSTRUCTION SITE STORMWATER AND SHALL NOT ALLOW A SURFACE WATER DISCHARGE FROM THE SITE.
2. OUTFALL REPLACEMENT WORK. ALL EXCAVATION AND PLACEMENT OF ROCK BELOW OHW WILL OCCUR IN THE 'DRY' DURING LOW TIDE WITHIN A SINGLE TIDE CYCLE. WORK THAT CANNOT BE COMPLETED IN A SINGLE TIDE CYCLE SHALL TEMPORARILY COVER AND STABILIZE EXPOSED SOILS WITH GRAVEL, GEOTEXTILE OR OTHER APPROVED METHODS PRIOR TO TIDAL SUBMERSION.

LEGEND

- GROUND SLOPE DIRECTION
- ⊙ TEMP INLET PROTECTION PER COE STD DWG 210
- ⊙ EX TEMP INLET PROTECTION
- TEMP SILT FENCE PER COE STD DWG 214



CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY

P. O. BOX 538
 EVERETT, WA 98206
 (425) 259-3164

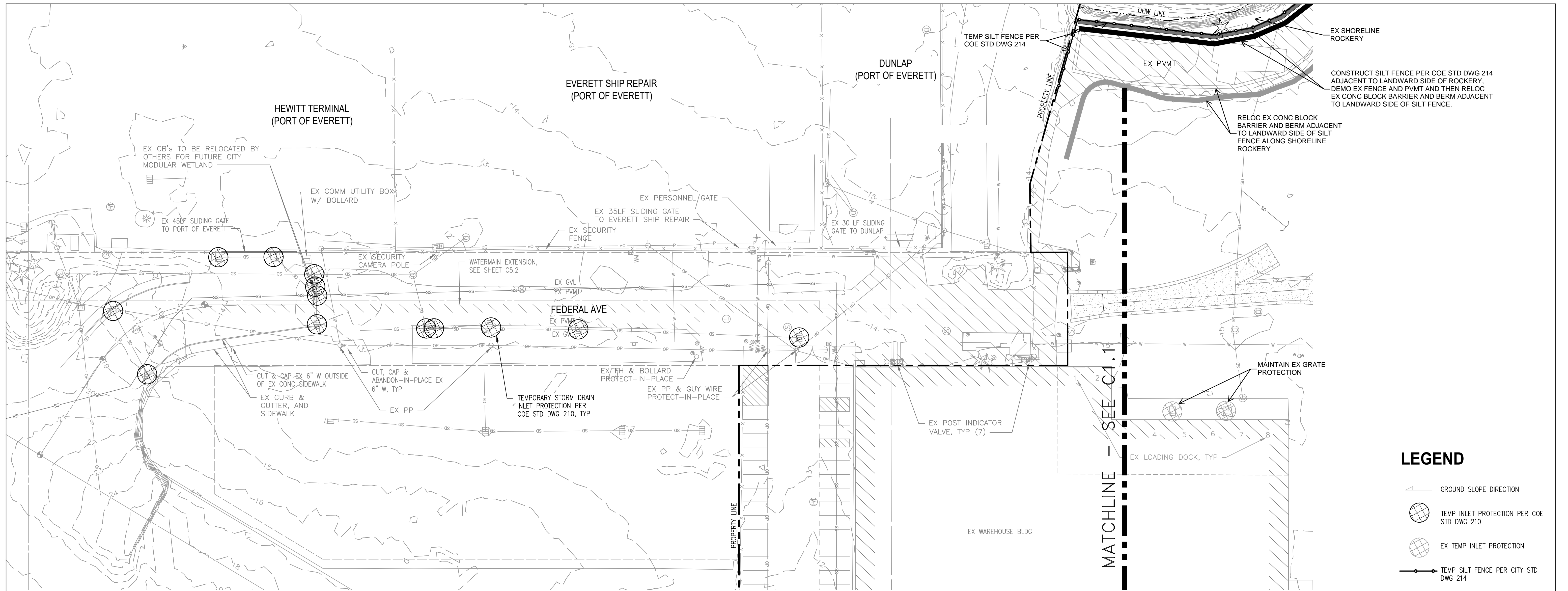
1601 5th Avenue, Suite 1300
 Seattle, Washington 98101
 (206) 382-0600 Fax (206) 382-0500
 PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: 1" = 80'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

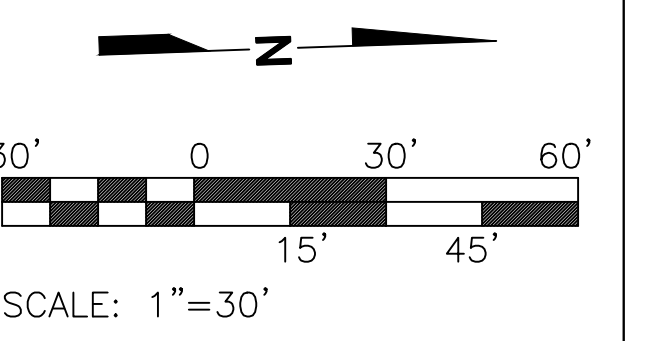
PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 TEMPORARY EROSION AND
 SEDIMENT CONTROL PLAN

DWG. NO.	C1.1
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



LEGEND

- GROUND SLOPE DIRECTION
- TEMP INLET PROTECTION PER COE STD DWG 210
- EX TEMP INLET PROTECTION
- TEMP SILT FENCE PER CITY STD DWG 214



CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY

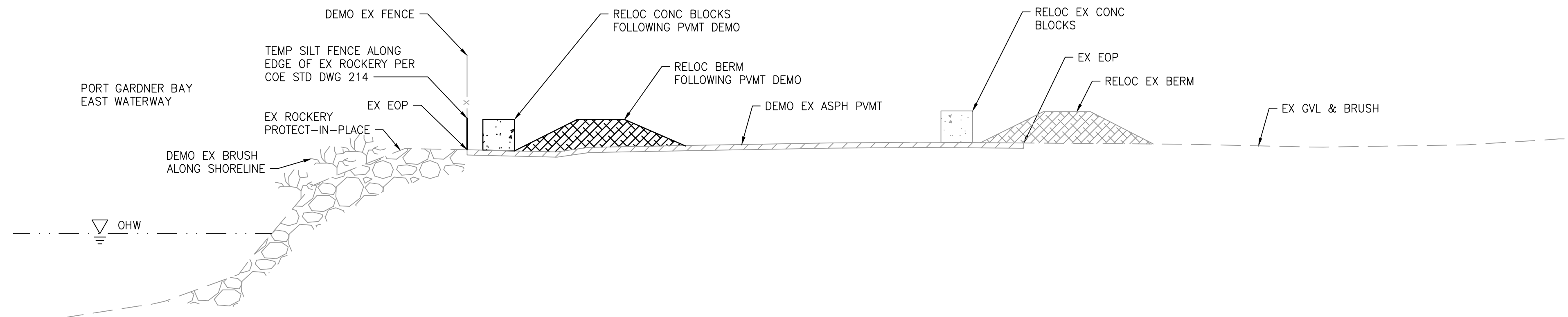


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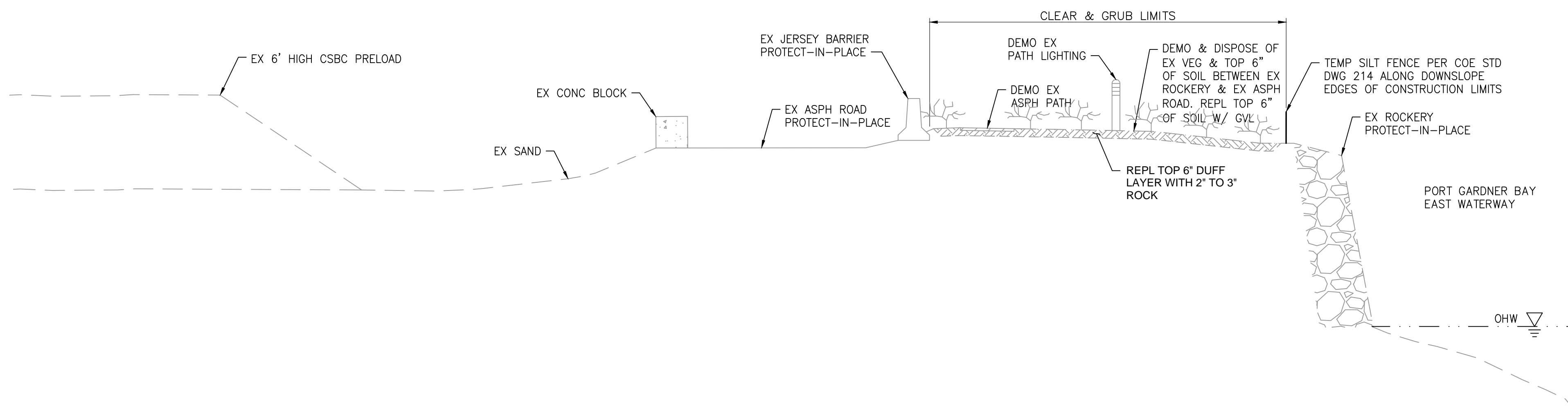
PROJECT ENGINEER: N. WATSON	SCALE: 1" = 80'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 TEMPORARY EROSION AND
 SEDIMENT CONTROL PLAN

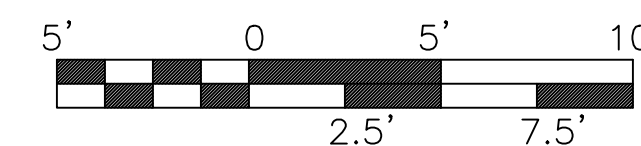
DWG. NO.	C1.2
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



A SECTION
 C1.1|C1.3 SCALE: 1" = 5' HORIZ, 1"=5' VERT



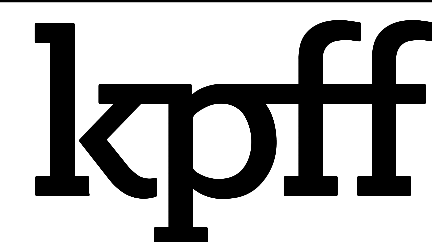
B SECTION
 C1.1|C1.3 SCALE: 1" = 5' HORIZ, 1"=5' VERT



CALL 48 HOURS
 BEFORE YOU DIG
 DIAL 811

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



1601 5th Avenue, Suite 1300
 Seattle, Washington 98101
 (206) 382-0600 Fax (206) 382-0500
 PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

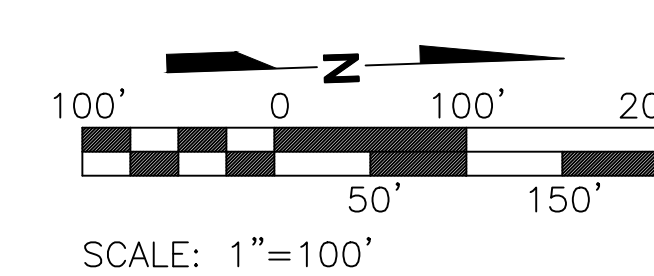
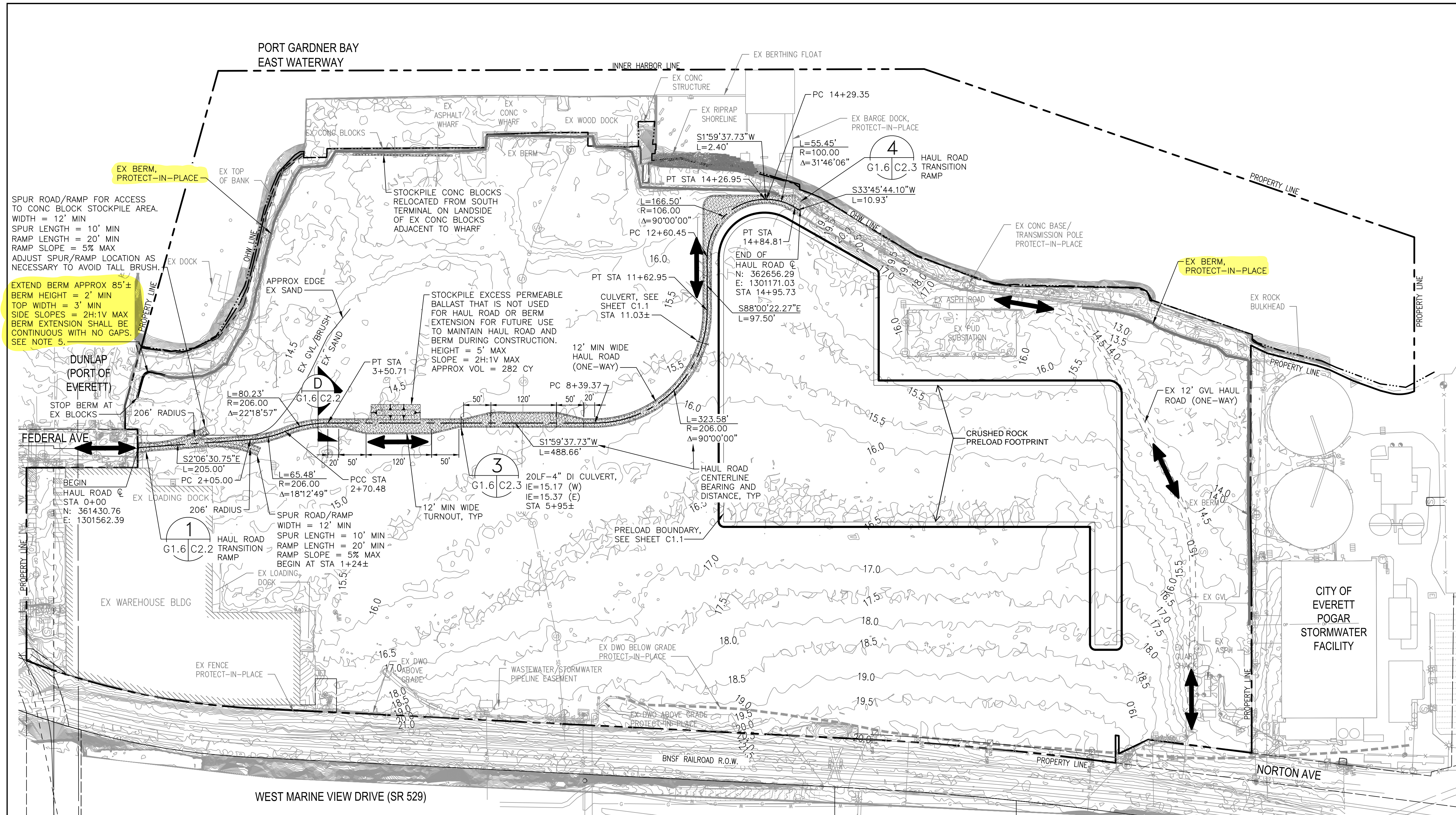
PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 TEMPORARY EROSION AND
 SEDIMENT CONTROL SECTIONS

DWG. NO.	C1.3
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX

NOTES

- BOUNDARY AND SURVEY CONTROL SHOWN ON THESE DRAWINGS ARE BASED ON A SURVEY TITLED 'A.L.T.A./N.S.P.S. LAND TITLE SURVEY EVERETT MILL SITE FOR KIMBERLY-CLARKE WORLDWIDE, INC. SNOHOMISH COUNTY, WASHINGTON' PREPARED BY DAVID EVANS AND ASSOCIATES, PROJECT NUMBER KMBY007, DATED 10-31-2019.
- OUTFALL AND BURIED FOUNDATION INFORMATION SHOWN ON THESE DRAWINGS ARE BASED ON A MAPPING CAD FILE TITLED 'sv-TP-X-KPFX5075-Exposed-Pipes-2020-10-16.dwg', PREPARED BY DAVID EVANS AND ASSOCIATES, RECEIVED BY EMAIL ON OCTOBER 16, 2020.
- TOPOGRAPHY, UTILITIES, AND SITE FEATURES SHOWN ON THESE DRAWINGS ARE BASED ON A SURVEY TITLED 'TOPOGRAPHIC SURVEY PORT OF EVERETT MIE DESIGN SUPPORT', PREPARED BY DAVID EVANS AND ASSOCIATES, PROJECT NUMBER KPFX5074, DATED 02-15-2021.
- THROUGHOUT THE PROJECT DURATION AND AT END OF PROJECT, CONTRACTOR SHALL USE STOCKPILED EXCESS PERMEABLE BALLAST MATERIAL TO RECONDITION HAUL ROAD BY FILLING IN RUTS, GRADING ROAD TO A FINAL SMOOTH CONDITION AND COMPACTING ROAD WITH A ROLLER COMPACTOR. THE HAUL ROAD SHALL REMAIN IN PLACE FOR FUTURE USE BY THE PORT AT COMPLETION OF CONTRACT.
- THROUGHOUT THE PROJECT DURATION AND AT END OF PROJECT, CONTRACTOR SHALL REVIEW PERIMETER BERM FOR SIGNS OF MATERIAL LOSS AND EROSION. MATERIAL LOSS AND EROSION SHALL BE REPAIRED WITH THE STOCKPILED EXCESS PERMEABLE BALLAST MATERIAL. THE BERM SHALL REMAIN IN PLACE FOR FUTURE USE BY THE PORT AT COMPLETION OF CONTRACT.
- STOCKPILED PERMEABLE BALLAST THAT REMAINS UNUSED AT END OF PROJECT SHALL REMAIN IN PLACE FOR FUTURE USE BY THE PORT AT COMPLETION OF PROJECT.



TESC MEASURES FOR THE POE NORTON TERMINAL EARLY ACTION PRELOAD INCLUDE:

- EXTEND EXISTING BERM AT SITE'S SOUTH END TO FORM A CONTINUOUS BARRIER ALONG SHORELINE
- MAINTAIN EXISTING BERM ALONG SITE'S WEST & NORTH SIDES
- MAINTAIN INFILTRATION OF ALL ON-SITE DRAINAGE AND ALLOW NO SURFACE WATER DISCHARGE FROM SITE
- PRELOAD MATERIALS SHALL BE PLACED ON TOP OF EXISTING CLEAN SAND BACKFILL
- NO EXCAVATION REQUIRED

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

BID SET
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION
	04/20/21	NW	ISSUED FOR BID				
	03/29/21	NW	ISSUED FOR SUBSTANTIVE REQUIREMENTS REVIEW.				



PROJECT ENGINEER: N. WATSON	SCALE: 1" = 100'
DESIGNED BY: J. BECKER	DATE: 3-29-2021
DRAWN BY: F. MENDOZA	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL – PRELOAD
 AND MTCA 3RD INTERIM ACTION
 OVERALL SITE PLAN

DWG. NO.	G1.6
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	6 OF 11



P1 - END OF BERM AT SOUTH END LOOKING NORTH. BERM WILL BE EXTENDED 85-FEET TO FORM A CONTINUOUS BARRIER WITH NO GAPS. BERM WILL TIE TO AN EXISTING CONCRETE BLOCK BARRIER.



P2 - END OF BERM AT SOUTH END LOOKING SOUTH. BERM WILL BE EXTENDED 85-FEET TO FORM A CONTINUOUS BARRIER WITH NO GAPS. BERM WILL TIE TO AN EXISTING CONCRETE BLOCK BARRIER.



P3 - EXISTING CONCRETE BLOCK BARRIER AND BERM ALONG MIDDLE OF SITE'S WEST SIDE. LOOKING NORTH.



P4 - EXISTING CONCRETE BLOCK BARRIER AND BERM ALONG SITE'S WEST SIDE AT NORTH END. LOOKING NORTH.



P5 - EXISTING CONCRETE BLOCK BARRIER AND BERM AT SITE'S NORTHWEST CORNER. LOOKING NORTH.



P6 - EXISTING CONCRETE BLOCK BARRIER AND BERM ALONG SITE'S NORTH SIDE. LOOKING NORTH EAST.

PHOTO'S OF EXISTING PERIMETER BERM PROTECTION TO BE MAINTAINED DURING CONSTRUCTION OF THE PORT OF EVERETT'S NORTON TERMINAL DEVELOPMENT

Preload Project Manual—Issued for Bid



Norton Terminal – Preload and MTCA 3rd Interim Action Project No. MT-NT-2021-02.1

CIP NO. 1-8-900-05

Commissioners
Glen Bachman
David Simpson
Tom Stiger

April 20, 2021

CEO / Executive Director
Lisa Lefeber

Chief Operating Officer
Carl Wollebek

Chief of Engineering & Planning
John Klekotka, P.E.

Project Manager
Stephen Hager, P.E.

Prepared by:
KPFF Engineering

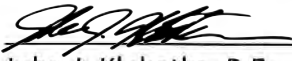
CONTRACT DOCUMENTS

Port of Everett
Norton Terminal – Preload and MTCA 3rd Interim Action
MT-NT-2021-02.1

The engineering material and data contained in these Contract Documents were prepared under the supervision and direction of the undersigned, whose seal as a registered professional engineer is affixed below.



The Port has reviewed and approved these Contract Documents, and they are authorized for issue.



John J. Klekotka, P.E.
Chief of Engineering & Planning

????6?????

Date

END OF SECTION

Part

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PART I – BIDDING REQUIREMENTS

PORT OF EVERETT
REQUEST FOR BIDS

PROJECT NAME: Norton Terminal – Preload and MTCA 3rd Interim Action
PROJECT NO.: MT-NT-2021-02.1
ESTIMATED COST: \$3,600,000 - \$4,400,000 (Incl. WSST)
BIDS DUE: May 13, 2021 at 2:00PM
PRE-BID MEETING: April 27, 2021 at 10:00AM, Virtual
SITE VISIT: April 29, 2021 at 10:00AM, located at 2600 Federal Ave, Everett, WA 98201

Public notice is hereby given that the PORT of Everett has issued a Request for Bids for the above-named project, with sealed bids due no later than the date and time given above.

This project will construct a preload over approximately 6 acres in the Port's new Norton Terminal. The Work includes removal and transport of approximately 2,300 tons of existing crushed rock from the Port's South Terminal for construction of the haul road, and furnishing and installing another approximately 50,000 cyds of crushed rock material for the balance of the preload. Other ancillary Work includes temporary erosion control measures, furnishing and installing settlement plates, relocating concrete ecology blocks, sweeping, and other related work. This project is funded by a federal BUILD Grant administered through MARAD. Federal terms and conditions apply, including federal Buy American provisions.

By way of this paragraph, bidders are notified that the project site is located adjacent to and/or within two MTCA sites (Weyerhaeuser Mill-A and Exxon/Mobil Site) as established by the Department of Ecology Toxics Group. Both sites are under Agreed Orders.

Complete details of the specification, plans, and all submittal requirements are available on-line at <https://portofeverett.bonfirehub.com>. Note: the Port has moved to a new e-Procurement platform; Bonfire. Contractors will need to register with Bonfire (free of charge) to download the documents. All bids must be submitted using the Bonfire platform.

Published: April 20, 2021 in Everett Herald and Seattle Daily Journal of Commerce

END OF SECTION

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ARTICLE 1 BIDDING REQUIREMENTS

1.01 Examination of Contract Documents and Regulations

- A. The Bidder shall examine the Contract Documents and any other data made available to the Bidder relating to the Work, and shall comply with all instructions and provisions. The Bidder shall promptly notify the PORT of ambiguities, inconsistencies, or errors, if any, which it may discover upon examination of the Contract Documents and any other data made available to the Bidder relating to the Work. The submission of a Bid shall constitute an acknowledgement upon which the PORT may rely that the Bidder has thoroughly examined and is familiar with the Contract Documents and has reviewed all applicable federal, state and local statutes, regulations, ordinances and environmental documents relating to the Work and all permits which have been applied for and/or issued pertaining to the Work. The failure or neglect of a Bidder to examine any of the Contract Documents, statutes, regulations, ordinances, environmental documents or permits shall not relieve the Bidder from any obligations with respect to the Contract Documents or the Work.
- B. The Bidder shall verify that all documents provided by the PORT, and upon which the Bidder is basing its bid, are full and complete with no missing pages, sheets or unintentional blank spaces. Submittal of a bid indicates the Bidder has verified it has obtained all PORT Contract Documents. No claim for additional Work due to missing bid information will be considered.
- C. It is the responsibility of any potential Bidder to verify they are using a complete and current copy of the bid documents, including any addenda, as issued by the PORT. Bidders assume all risk in using and submitting bid documents obtained from other sources than the PORT's official designated webpage:
<https://portofeverett.bonfirehub.com>.

1.02 Inspection of Work Site

- A. Bidder shall inspect and compare the Work site and Contract Documents to evaluate the location of the Work, the actual physical conditions of the site, and surface and subsurface conditions ordinarily encountered and generally recognized as inherent in the Work. Bidder shall obtain written permission from the PORT prior to entering the Work site or conducting physical testing of the Work site, except for attendance during a scheduled pre-bid examination. It is preferable that any bidder personnel visiting the site have proper TWIC credentials. If Bidder personnel does not have TWIC credentials, Bidder shall make arrangements with the Project Manager for a TWIC Escort.
- B. If the Bidder finds facts or conditions which appear to conflict with the Contract Documents or with any other data made available to the Bidder relating to the Work, the Bidder shall promptly notify the PORT in writing by posting to the Q&A section of Bonfire.

1.03 Clarification of Contract Documents & Receipt of Addenda

- A. Requests for interpretation or reports of ambiguities shall be made in writing and posted on the Q&A section of Bonfire at least seven days before the Bid submittal

deadline. Clarifications, interpretations, or supplemental instructions which change the scope of Work and or schedule described in the contract documents, will be issued only in the form of written addenda by the PORT of Everett. All addenda shall become part of the Contract Documents and any subsequently awarded Contract.

- B. Addendum will be sent to those Bidders registered with Bonfire on this project.
- C. Each Bidder shall acknowledge the receipt of all addenda issued on its Bid. If such acknowledgement is not made, the PORT reserves the right to show constructive notice through delivery records or the Bidder's use of information contained in the addenda.
- D. Bidders shall not rely upon any oral statements or conversations, whether at the pre-bid conference or otherwise, that they may have with PORT employees, agents or representatives regarding the Contract Documents. Oral and other interpretations or clarifications will be without legal effect.

1.04 Non-Mandatory Pre-Bid Meeting

- A. Proposers are encouraged to attend the pre-bid meeting as announced in the advertisement for proposals. This is a non-mandatory meeting; therefore bid submission will not be contingent upon attendance at this meeting.

1.05 Substitution Requests

- A. Products, equipment, materials or methods described in the Contract Documents are to establish a standard of quality, function, appearance and dimension. A proposed substitution shall have equal attributes in all respects.
- B. During the bidding period, written requests by prime Bidders for substitutions may be considered if received by the PORT at least ten days prior to the bid submittal deadline. The PORT may, in its sole discretion, defer the consideration of a proposed substitution until after Contract award.
- C. Each substitution request shall, in accordance with the applicable provisions of Section 00 72 00, General Conditions, Paragraph 6.6, describe the proposed substitution in its entirety including the name of the material or equipment, drawings, catalog cuts, performance or test data and all other information required for an evaluation. The submittal shall also include a statement noting all changes required in adjoining, dependent or other interrelated work necessitated by the incorporation of the proposed substitution. The Bidder shall bear the burden of proof to show that the proposed substitution meets or exceeds the required function and is equal or superior to the specification.
- D. The PORT may require that samples be submitted or demonstration made prior to approval. The PORT's decision of approval or disapproval of a proposed substitution shall be final.
- E. Approval of substitutions will be made by addenda.

ARTICLE 2 PREPARATION AND SUBMITTAL OF BIDS

2.01 Bid Submittal

- A. Sealed bids must be uploaded electronically to <https://portofeverett.bonfirehub.com> no later than the date and time listed in the Bid advertisement or as may have been amended. Bids cannot be accepted if submitted by hard copy, mail, facsimile or e-mail.
- B. All Bids will be electronically date and time stamped as they are submitted. Late Bids will not be accepted, nor will additional time be granted to any individual Bidder.
- C. Submittal Notes:
 - 1. Logging in and/or uploading file(s) does not mean that the Bid has been submitted. Bidders must successfully upload all the file(s) and MUST click the Submit button before the closing time listed in the Bid Advertisement or as modified in an Addendum.
 - 2. Bidder will receive an email confirmation with a unique confirmation number once the Bid submission is finalized. This will confirm successful submission of the Bid.
 - 3. Each submitted item of requested information is ‘sealed’ and only visible to the PORT at the time of Bid opening.
 - 4. If the ‘Requested Information’ is identified as “required”, Bidder will not be able to complete the Bid submission until the required information is uploaded to the system.
 - 5. The information requested will be organized into a combination of Contractor generated files as well as Bonfire ‘Questionnaires’ that the Contractor will download from Bonfire, complete, and upload back into Bonfire. Please note the required files, file types and whether the file is generated by the Contractor or downloaded and completed using the Bonfire templates.

Required File	File Type	File Source
Bid Form	PDF	00 41 00 Bid Form
Bid Table	Bonfire	Please enter in Bonfire in the space provided
Bid Bond (if a bond is furnished). Cashier’s check must be delivered to the Port’s office prior to the Bid Close Date/time	PDF or Surety 2000	Contractor Generated
Project List	PDF	Contractor Generated
Subcontractor List(s)	PDF	00 43 36 & 00 43 37 Proposed Subcontractors
Federal Forms Attachment A-E	PDF	00 73 10 Federal Supplemental Conditions

- 6. You may upload documents at any time before the solicitation closes. Files do not need to be uploaded at the same time but may be uploaded as they are complete and ready.
- 7. Uploading large documents may take significant time, depending on the size of file(s) and your internet connection speed. Allocate sufficient time for all uploads to complete prior to closing time. The PORT will not be liable for any

delay for any reason, including technological delays or issues by either party's network. The PORT will not be liable for damages associated with proposals not received prior to the closing time. The maximum upload file size is 1000 MB. Please do not imbed any documents within your uploaded files, as they will not be accessible to the PORT nor be evaluated.

8. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.
9. For a quick tutorial on how to upload a submittal, visit:
https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors-?_ga=2.42375717.1472165071.1588110542-997330893.1585332052
10. **Technical Support:** Please contact Bonfire at <https://portofeverett.bonfirehub.com/portal/support> for technical questions related to submitting your documents. The PORT does not own nor support the Bonfire platform.

2.02 Form of Bid

- A. Bids shall be submitted on the forms provided by the PORT in Section 00 41 00.
- B. All blanks on the bid forms shall be filled in by ink or typed.
- C. Alterations, erasures, or interlineations within the blanks, if any, shall be in ink and initialed by the signer of the Bid.
- D. The Bidder shall make no deletions, additional conditions or stipulations on the bid form or qualify its Bid in any manner.

2.03 Bid Price

- A. All prices on the bid form shall be in U.S. dollars.
- B. Show lump sum and unit prices as indicated on the Bid Form.
- C. 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.
- D. The price on the bid form for that element of Work shall include everything necessary for the prosecution and completion of the Work in accordance with the Contract Documents including, but not limited to, furnishing all materials, equipment, tools, transportation, plant and other facilities and all management, superintendence, labor and services, and field design, except as may be otherwise provided in the Contract Documents.
- E. Estimated quantities, if any, set forth on the bid form are estimates only, being given only as a basis for the comparison of Bids, and the PORT does not warrant, expressly or by implication, that the actual amount of Work will correspond to the estimated quantities. The PORT reserves the right to increase or decrease the amount of any class or portion of the Work and to make changes in the Work as the PORT may deem necessary or appropriate. The basis of payment for unit price bid items for which estimated quantities were set forth on the bid form shall be the actual number of unit items provided or performed under this Contract. In the event of a quantity increase or decrease, the unit price may be adjusted as provided in the General Conditions.

- F. Pricing shall be provided for all additive, deductive and alternate bid items. Indicating no-bid or leaving the form blank may render a bid non-responsive.
- G. Alternate bid items must show the differential price between the item in the base bid and the item listed as an alternate bid.

2.04 Taxes

- A. The Work to be performed under this Contract constitutes a "retail sale" as such term is defined in RCW 82.04.050, unless the Work is specifically identified on the bid form as Rule 171 Public Road Construction. The PORT will pay state and local retail sales tax on each progress payment and final payment to the CONTRACTOR for transmittal by the CONTRACTOR to the Washington State Department of Revenue or to the applicable local government. The CONTRACTOR will pay retail sales tax on all consumables used during the performance of the Work and on all items which are not incorporated into the final Work, which tax shall be included in the prices on the bid form.
- B. No increase will be made in the amount to be paid by the PORT under this Contract because of any misunderstanding by or lack of knowledge of the CONTRACTOR as to liability for, or the amount of, any taxes for which the CONTRACTOR is liable or responsible by law or under this Contract.
- C. Sales tax shall be shown as a separate item on the bid form. In any case where it is not included as a separate item, the PORT will add the sales tax to the total of the bid prices shown.
- D. If the Work is specifically identified on the bid form as Rule 171 Public Road Construction, the Work does not constitute a retail sale to the PORT and the PORT will not pay state and local retail sales taxes on the total Contract Sum. Bidders are advised that they will be considered the consumer of all materials, equipment and supplies used or consumed in performing the Work and must pay state and local retail sales tax to their subcontractors and suppliers. Bidders who have questions regarding the applicable taxes should contact the Washington State Department of Revenue.

2.05 Bidder's Name and Signature

- A. The Bid Form shall include the legal name and Contractor registration number of the Bidder and shall indicate whether Bidder is a sole proprietor, a partnership, a corporation, joint venture, or other legal entity. The bid form shall be signed by a person legally authorized to bind the Bidder to a contract and shall indicate the Bidder's address. A bid form signed by an agent shall have a current power of attorney attached certifying agent's authority to bind the Bidder. Upon request of the PORT, the Bidder shall provide corporate or partnership documentation evidencing the Bidder's legal status and showing the authority of the person signing the bid form to execute contracts on behalf of the Bidder.
- B. The bid form shall not become a part of the Contract Documents except by inclusion into the Agreement.

2.06 Proposed Subcontractors

- A. The PORT of Everett encourages and supports the use of M/WBE subcontractors and suppliers on all Work.
- B. After bid opening, the PORT may require the apparent low Bidder to identify any proposed subcontractors and major suppliers together with a statement of experience with references for each. Such information shall be submitted within 24 hours of request.

2.07 Bid Guarantee

- A. The bid shall be accompanied by a Bid Guarantee in an amount of at least 5% of the total bid (total of Base Bid plus WSST).
- B. The Bid Guarantee shall be in one of the following forms and made payable to the PORT of Everett:
 - 1. A Bid Guarantee bond, issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions and which does not limit the Guarantee to an amount less than 5%, a U.S. postal money order; or a certified check or cashier's check drawn upon a banking institution.
 - a. Bidder shall submit this through Bonfire using either Surety 2000 or shall submit a PDF copy of the Bid Bond.
 - b. The Bidder shall provide the PORT the original bid bond upon request.
 - c. Attorney's in Fact who sign the Bid Guarantee bonds must file with each bond a certified and effectively dated copy of their Power of Attorney
 - 2. If the Bidder cannot provide a Bid Bond, a U.S. postal money order; or a certified check or cashier's check drawn upon a banking institution may be provided.
 - a. Bidder must deliver the postal money order or certified check in a sealed envelope marked with the Bid Name and Number prior to the date/time of the bid opening to the PORT's Administration office Reception Desk at 1205 Craftsman Way, Suite 200, Everett, WA 98201.
 - 3. If the Bidder fails to provide a bid bond with their bid, or deliver a postal money order or cashier's check prior to the bid closing datetime, the PORT will not accept the Bidder's Bid.

2.08 Alternative Bids

Before the bid submittal deadline, any Bidder may submit an Alternative Bid based on plans and specifications provided by the Bidder which it considers to be in the interest of the PORT. For purposes of this subparagraph, Alternative Bid means a statement and price submitted by a Bidder which accompanies a conforming Bid and proposes a different design, procedure, method, product or material than that specified, to be provided by the Bidder who assumes all responsibility therefore, and is intended to accomplish the same end result as that required by the Contract Documents. An Alternative Bid shall be accompanied by sufficient information to indicate the differences in approach to that specified. The information submitted with the Alternative Bid shall describe the various attributes in detail to allow the PORT to evaluate the alternative in all respects and determine whether it accomplishes the same end result as that required by the Contract Documents. The PORT may consider such Alternative Bids during the Bid evaluation process and shall be the sole judge as to whether or not such Alternative Bids are in its best interest. The receipt of Alternative Bids shall be announced at the bid opening.

2.09 Withdrawal or Modification of Bid

A Bidder may withdraw or modify its Bid before the Bid submittal deadline by using the Bonfire system. After Bid opening no Bidder may withdraw its Bid unless Contract award is delayed beyond the time specified.

2.10 Bid Opening

Unless stated otherwise in the Advertisement for Bids, all Bids, which have been properly identified and received, will be publicly opened in the Bonfire system and the prices read aloud. Alternative Bids shall be announced at the bid opening. No evaluation of the Bids will be made at that time except for the announcement of the apparent low Bidder, if pertinent.

2.11 Bid Validity

All bids will remain subject to acceptance for 60 days after the day of the Bid opening, but the PORT may, in its sole discretion, release any Bid and return the Bid security prior to that date.

2.12 Bid Tabulation

The bid tabulation shall be posted to <https://portofeverett.bonfirehub.com> within 24 hours of bid opening, however, the PORT's bid evaluation process may not be complete at that time.

ARTICLE 3 BID EVALUATION

3.01 Evaluation Standard

Bids will be evaluated by the PORT to determine which Bid is the lowest, responsive Bid by a responsible Bidder.

3.02 Verification of Bid Prices

Prices set forth in the Bid will be reviewed by the PORT for mathematical accuracy. The PORT reserves the right to correct mathematical errors or complete mathematical calculations that are obvious on the face of the Bid. In the event of a discrepancy between a unit price and the extended amount for a bid item, the unit price will control. The prices, corrected for mathematical errors, shall be used as the amount of the bid items for evaluation and award purposes.

3.03 Claim of Error

A Bidder claiming error in its Bid must submit supporting evidence, including cost breakdown sheets, within 24 hours of Bid opening and provide any other supporting documentation requested by the PORT. In the event the Bidder demonstrates an error in the Bid to the PORT's satisfaction, the PORT may allow the Bidder to withdraw its Bid.

3.04 Responsive Bids

The PORT, in its sole discretion, reserves the right to determine Bid irregularities which render a Bid non-responsive and to waive informalities and immaterial irregularities in the Bid. A Bid may be considered irregular and may be rejected by the PORT as non-responsive for reasons including, but not limited to:

- A. If the bid form furnished or authorized is not used or is altered;
- B. If the bid form or any required supplemental documents are incomplete, contain any additions, deletions, conditions, or otherwise fail to conform to the PORT's requirements;
- C. If the Bidder adds any provisions reserving the right to reject or accept the award, or enter into the contract;
- D. If the Bid or Bid Guarantee is not properly executed, or shows an incorrect amount;
- E. If the Bid fails to include a unit price or lump sum price for every bid item;
- F. If the PORT reasonably deems the Bid Guarantee inadequate;
- G. If the Bidder fails to acknowledge receipt of any or all addenda;
- H. If the PORT deems any of the bid prices to be excessively unbalanced either above or below the amount of a reasonable bid price for the item of Work to be performed, to the potential detriment of the PORT; or
- I. If bid prices cannot be read clearly.

3.05 Bidder Responsibility

In accordance with RCW 39.04.350, before award of a public works contract, a Bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The Bidder must:

- A. At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- B. Have a current state unified business identifier (UBI) number;
- C. If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51 RCW;
- D. If applicable, have an employment security department number as required in Title 50 RCW;
- E. If applicable, have a state excise tax registration number as required in Title 82 RCW;
- F. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
- G. Pursuant to RCW 39.12.065(3), Bidder received training on requirements related to public works and prevailing wages as approved by Labor and Industries (L&I), or, are exempted from the training requirements by L&I because the Bidder has completed three or more public works projects and have had a valid business license for three or more years.

In accordance with RCW 39.06.020, a public works Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that

each subcontractor, at the time of subcontract execution, meets the responsibility criteria and possesses an electrical Contractor license, if required by RCW 19.28, or an elevator Contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

3.06 Pre-Award Evaluation

- A. In order to verify that the Bidder has adequately incorporated all elements of the Work and the requirements of the Contract Documents in its bid prices, the Bidder will make available for the PORT's review a complete itemization of its Bid and clearly define all phases of its Work, if requested by the PORT.
- B. Prior to award, if requested by the PORT, the Bidder and selected proposed subcontractors or suppliers shall attend a bid evaluation conference and shall bring to the conference any documents requested by the PORT to evaluate the Bid and the Bidder's qualifications.
- C. In the event a Bidder refuses to provide requested additional qualifications information, make available a complete itemization of its Bid and clearly define all phases of its Work, attend a bid evaluation conference or provide required documents, the Bid may be determined to be non-responsive.

3.07 Supplemental Bidder Responsibility Criteria

- A. In addition to the Bidder Responsibility Criteria in 3.05, the Bidder must also meet the following relevant Supplemental Bidder Responsibility criteria applicable to the project prior to award. Bidder shall download the Supplemental Bidder Responsibility Questionnaire from Bonfire, complete the Questionnaire and upload to Bonfire with their Bid submittal.
 - 1. Delinquent State and City of Everett Taxes.
The Bidder shall not owe delinquent taxes to either the Washington State Department of Revenue or the City of Everett without a payment plan approved by the Department of Revenue and/or City of Everett before the date of award.
 - 2. Federal Debarment.
The Bidder shall not currently be debarred or suspended by the Federal government.
 - 3. Public Bidding Crime.
The Bidder shall not have been convicted of a crime involving bidding on a public works contract within five (5) years from the bid submittal deadline. The Bidder shall sign the documentation provided with this Bid certifying that the Bidder has not been convicted of a crime involving bidding on a public works contract within the time frame listed. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.
 - 4. Subcontractor Responsibility.
The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020 and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each

subcontractor. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have a document of similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also responsible subcontractors as defined by RCW 39.06.020. The Bidder shall submit a copy of its standard subcontract form for review by the PORT or a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

5. Claims Against Retainage and Bonds

The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three (3) years that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances acceptable to the PORT in its sole discretion. The Bidder shall submit a list of the public works projects completed within the previous three (3) years and include for each projects as outlined on the Supplemental Bidder Responsibility Criteria. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.

6. Prevailing Wages

The Bidder shall not have a record of prevailing wage complaints (federal and state) against it within five (5) years of the bid submittal date that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances acceptable to the PORT in its sole discretion. The Bidder shall submit a list of prevailing wage complaints filed against it within five (5) years of the bid submittal date along with an explanation of each complaint and how it was resolved.

7. Completion of Similar Projects – *Download Excel file from Bonfire, complete and upload into Bonfire*

The Bidder shall have successfully completed projects of similar size and scope as required by the contract documents for the designated project. The Bidder shall submit a list of project(s) of similar size and scope to the designated project. For the purposes of meeting this criterion, the bidding documents will identify the relevant characteristics of the project and the meaning of "similar size and scope" of the particular project.

8. Termination for Cause

The Bidder shall not have had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal date for this project, unless there are extenuating circumstances acceptable to the PORT in its sole discretion.

9. Lawsuits

The Bidder shall not have lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder within five (5) years of the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances acceptable to the PORT in its sole discretion. The Bidder shall submit a list of lawsuits and/or arbitrations with judgments entered against

bidder within five (5) years of the bid submittal date along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. For the purpose of this criterion, “Bidder” shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.

10. Certification of Compliance with Wage Payment Statutes

The Bidder certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as 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.

- B. In the event Bidder fails to supply the supplemental information requested concerning responsibility within the time and manner specified, the PORT may base its determination of responsibility on any available information related to the supplemental criteria, or may find the bidder not responsible. The PORT reserves the right to request such documentation from other bidders also. The PORT reserves the right to use independent sources of information that may be available to demonstrate whether the Bidder complies with this criterion. The PORT reserves the right to waive immaterial irregularity in the submittal and/or receipt of supplemental information and/or documentation.
- C. The PORT reserves the right to conduct its own investigations and use independent sources of information that may be available to demonstrate whether the Bidder complies with the Supplemental Bidder Responsibility Criteria. The PORT may conduct reference checks for the Bidder whose bid is under consideration for award. In evaluating references, the PORT will check with other owners regarding, by way of example, such things as: quality control, safety record; timeliness of performance; use of skilled and trained personnel; management of subcontractors; availability of and use of appropriate equipment; compliance with contract documents; management of submittals process, change orders, force account, and close-out; and other applicable project information deemed appropriate by the PORT. In conducting reference checks, the PORT may include itself as a reference if the Bidder has performed work for the PORT, even if the bidder did not identify the PORT as a reference. In the event that information obtained from the reference checks:
1. Reveals that the bidder does not meet the Supplemental Bidder Responsibility Criteria; or
 2. Indicates concerns about the Bidder’s performance on projects identified as meeting the Supplemental Bidder Responsibility Criteria, which may include, but not be limited to the quality of construction, the Bidder’s management of subcontractors, timeliness of required submittals, and safety record on the project; or
 3. Indicates other concerns about the Bidder’s ability to successfully perform the work, the PORT may determine that the bidder is not a responsible bidder.
 4. Prior to making such a determination that a Bidder is not responsible based on information received through reference checks, the PORT will discuss with the

bidder the information obtained from the references, and provide the Bidder with the opportunity to offer explanations that may help inform whether the PORT declares the bidder not responsible.

- D. If the PORT determines the Bidder does not meet the bidder responsibility criteria and is therefore not a responsible bidder, the PORT shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the PORT's determination by presenting additional information to the PORT. The PORT will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the PORT will not execute a contract with any other bidder until two (2) business days after the Bidder determined to be not responsible has received the final determination.
- E. The PORT may award the contract to the next lowest bidder who meets the Supplemental Bidder Responsibility Criteria and whose reference checks validate the ability of the bidder to successfully perform the work. The PORT will use the same process in checking references for any bidders other than the low bidder.
- F. Any bidder, within five (5) business days before the bid submittal deadline, may request that the PORT modify the Supplemental Criteria.
 - 1. The request may be submitted via US Post mail, delivered personally or sent via electronic e-mail or fax to the Project Manager within this timeline.
 - 2. The request must include the bidder's name and address, the applicable criteria the Bidder is seeking to modify, the justification for why the identified criteria should be modified, and how the requestor would like the criteria modified. The request must also include the project title and specification number.
 - 3. The PORT will evaluate the request submitted by any potential bidder and respond before the submittal deadline. If the evaluation results in a change of the criteria, the PORT will issue an addendum to the bidding documents identifying the new criteria.

3.08 Collusion

If the PORT determines that collusion has occurred among the Bidders, none of the Bids of the participants in such collusion will be considered. The PORT's determination of collusion shall be conclusive.

3.09 Return of Bid Guarantee

As soon as the bid prices have been compared, the PORT will return the Bid Guarantee accompanying any Bids which, in the PORT's judgment, would not be considered for award. All other Bid Guaranties will be held until the Contract and bonds have been executed, after which all remaining Bid Guaranties, except which as have been forfeited, will be returned.

3.10 No Bid Received

Where the PORT receives no bids, the PORT shall have the right, in its sole discretion, to award a contract to a responsible CONTRACTOR.

3.11 Single Bid Received

If the PORT receives a single responsive, responsible Bid, the PORT shall have the right, in its sole discretion, to conduct a price or cost analysis on such Bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the PORT to assist in such analysis. By conducting such analysis, the PORT shall not be obligated to accept the single Bid; the PORT reserves the right to reject such Bid or any portion thereof.

3.12 Tie Bids

Should the PORT receive two or more bids which are identical in price, the PORT will use a random method in determine which of the bids will be awarded the Contract.

3.13 Rights of the PORT

The PORT reserves the right to accept the Bid of the lowest responsive, responsible Bidder, an “Alternative Bid” based upon plans and specifications prepared by the Bidder, to reject any or all Bids, republish the Advertisement for Bids, revise or cancel the Work to be performed, or to do the Work otherwise, if in the judgment of the PORT, the best interests of the PORT is served thereby.

3.14 Bid Protests

A. Form of Protest

In order to be considered, a Protest shall be in writing, addressed to the Procurement and Contracts Administrator (“Contracts Administrator”), and include:

- a. The name, address, and phone number of the Bidder protesting, or the authorized representative of the Bidder;
- b. The Request For Proposal, Request for Quote or Request for Bid (“RFP”, “RFQ” or “RFB”) Number and Title under which the Protest is submitted;
- c. A detailed description of the specific grounds for protest and any supporting documentation. It is the responsibility of the Protesting Bidder to supplement its Protest with any subsequently discovered documents prior to the Contract Administrator’s decision;
- d. The specific ruling or relief requested;
- e. Evidence that all persons with a financial interest in the procurement have been given notice of the Protest or if such persons are unknown, a statement to that effect; and
- f. Contain the following statement signed by a responsible party of the Protestor, “I declare under penalty of law for perjury or falsification that the information contained in the Protest is true and correct to my personal knowledge, that this Protest is filed in good faith and without any intent of delaying the procurement, and that I reasonably believe the Protest to be meritorious.” Such statement shall be subscribed and sworn before a notary public. A Protestor must strictly comply with this requirement.

- B. Delivery Method
Delivery of Protests shall be made during regular PORT business hours in a manner requiring a receipt signed by a staff member of the PORT of Everett's office such as United States Postal Service certified first class mail, return receipt request or commercial document courier who obtains a receipt upon delivery. Electronic submission of Protests will not be considered.
- C. Who May Protest
- a. Protests based on specifications: Any actual or prospective Bidder
 - b. Protests following Proposal or Bid submittal: Any actual Bidder
 - c. Bidder does not include subcontractors, suppliers or any person contracting with, or intending to contract with, an actual bidder
- D. Time to Protest
- a. Protests based on specifications or other terms in the RFP, RFB or RFQ documents which are apparent on the face of said documents must be received by the PORT no later than five business days prior to the date established for submittal of Proposals or Bids
 - b. Protests based on other circumstances must be received by the PORT within two business days after the protesting Bidder knows or should have known of the facts and circumstances upon which the Protest is based.
 - c. In no event shall a Protest be considered if all Proposals or Bids are rejected or after award of the Contract.
- E. Calculation of Time
Time is computed based on working business days, not including weekends or holidays.
- F. Determination of Protest
- a. If the procurement is to be made or awarded by the commission as provided by the PORT's policies existing at the time of the procurement, the commission shall decide the protest. The commission's decision shall be final and binding.
 - b. If the procurement is to be made or awarded without commission action, as provided under the PORT's policies existing at the time of procurement, the Chief of Legal Affairs or his designee shall decide the protest. A meeting or conference with the protestor will occur only if such designated person determines, in his or her sole discretion, that a meeting or conference with the protestor would materially assist them in making a decision. The Chief of Legal Affairs or his designee will issue a written decision. The decision shall be final and binding.
 - c. The decision will be decided based upon the protest, including documents attached to the protest in the support of the protest and any other information obtained by the PORT.
- G. Remedies
A decision on the protest may include, but is not limited to, upholding or denying the protest, in whole or in part. Remedies may include rejection of one or more Proposals

or Bids, a call for new Proposals or Bids, acceptance of the Proposals or Bids in the event the Protest is denied, and such other relief as may be appropriate. No Protestor shall be entitled to damages of any kind whatsoever.

- H. Strict Compliance
 - a. Strict compliance with these protest procedures is essential in furtherance of the public interest. Any party that fails to comply strictly with these protest procedures is deemed to have waived any claim with respect to alleged irregularities in connection with the Bid Solicitation or award of contract.
 - b. Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection by the PORT. No person may pursue any judicial or administrative proceedings challenging the solicitation or contract award without first exhausting the procedures specified herein.

- I. Federal Protest Procedures

If the solicitation is federally funded, the provisions of the Federal Grant Supplemental Conditions governing Bid Protests shall be incorporated into these procedures.

ARTICLE 4 AWARD OF CONTRACT

4.01 Award of Bid

The award will be based on the total of Schedule A.

4.02 Notice of Award

- A. The acceptance of a bid will be evidenced by a written Notice of Award delivered to the Bidder whose Bid is accepted. The PORT reserves the right to request extensions of the Bid acceptance period.
- B. Within ten days after issuance of the Notice of Award, the Agreement form set forth in Section 00 50 00 shall be executed and returned, together with the performance and payment bonds, the certificates of insurance with endorsements as required by the Contract Documents, and any other documents requested by the PORT.
- C. The Bidder shall not commence physical modification of the Work site until the PORT has issued its Notice of Award, Notice to Proceed, and the PORT has received the executed Agreement form and bonds and certificates of insurance meeting the requirements of the Contract Documents.

4.03 Insurance

The PORT of Everett has specific requirements for the insurance to be provided by the CONTRACTOR on this project. The Bidder's attention is directed to Section 5.3 of the General Conditions, the subsections contained therein, and the Supplementary Conditions for the specific coverages and endorsements that will be required.

4.04 Performance and Payment Bonds

- A. The Bidder awarded this Contract shall furnish performance and payment bonds on forms acceptable to the PORT in the amount of 100% of the total Contract Price as security for the faithful performance and completion of the Work. Such bonds shall be executed and sealed by a duly licensed surety registered with the Washington State Insurance Commissioner meeting the requirements of Paragraphs 5.1 and 5.2 of the General Conditions
- B. The scope of the performance and payment bonds shall not affect or alter the liabilities of the CONTRACTOR to the PORT under the terms of the Contract Documents.
- C. The PORT may require the surety to appear and qualify itself upon the bond. If at anytime the PORT determines, in its sole judgment, that the surety is insufficient, the PORT may require the CONTRACTOR to furnish additional surety in form and arrangement satisfactory to the PORT and in an amount not exceeding that originally required. Payments will not be made on the Contract until sufficient surety as required is furnished.
- D. The person signing the performance and payment bonds on behalf of the CONTRACTOR shall be appropriately authorized to do so.

4.05 Extension of Time

If the Agreement form is not executed or not submitted to the PORT within the time required and, in the PORT's discretion, circumstances warrant an extension of time, it may extend the time for execution of the Agreement form or for furnishing bonds and insurance certificates.

4.06 Failure to Execute Contract

If the Bidder awarded the Contract fails to execute the Agreement form and furnish the required bonds and insurance certificates within ten days from delivery of the Notice of Award, or declares in writing its intent not to execute the Contract, its Bid Guarantee shall be forfeited to the PORT and the PORT may issue Notice of Award to the second lowest responsible Bidder, and in like manner until the Agreement form and bonds are executed by a responsible Bidder to whom award is made, or further bids are rejected. Forfeiture of the Bid Guarantee shall not limit the PORT's right to recover damages from the Bidder caused by the Bidder's failure to execute the Contract.

4.07 Cancellation of Award

The PORT reserves the right to cancel the award of any Contract at any time before the execution of said Contract by all parties without liability to the PORT.

END OF SECTION

BID FORM
NORTON TERMINAL – PRELOAD AND MTCA 3RD INTERIM ACTION
MT-NT-2021-02.1

1. Bidder will complete the Work described in the Contract Documents as identified on the Bid Tables for the lump sum and unit prices for bid items as described in Section 01 22 19 - Measurement & Payment, as well as individual specification sections.

2. Trench Excavation Safety Provisions

If the bid amount contains any work which requires trenching exceeding a depth of 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 Chapter 39.04 RCW, 49.17 RCW and WAC 296-155-650.

Bidder must include a lump sum dollar amount in blank below (even if the value is \$0.00). Do not include Washington State Sales Tax.

\$
(Do not include Washington State Sales Tax) - (Included also in Base Bid)

3. The Bidder acknowledges receipt of Addenda No. _____ through _____.

4. The Bidder acknowledges they are aware of the TWIC security requirements and that compliance with these requirements will be met throughout the duration of the project.

5. Bid Deposit:

- Bidder has submitted a Bid Bond in Bonfire
- Bidder has submitted a Postal Money Order or Cashier’s check in a sealed envelope marked with the Bid Name and Number to the Port Reception Desk (1205 Craftsman Way, Suite 200, Everett, WA 98201) prior to the Bid closing date and time.

6. **Non-Collusion Affidavit**

By signing the bid form, the bidder hereby declares under penalty of perjury under law of Washington state that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and s/he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to himself (herself) an advantage over any other bidder or bidders.

7. **Certification of Compliance with Wage Payment Statutes**

By signing the Bid Form, the Bidder certifies that, within the three-year period immediately preceding the bid solicitation date, the Bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as 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.

8. Supplemental Bidder Responsibility Criteria

A. DELINQUENT STATE AND CITY TAXES

Bidder certifies that they are current with their taxes to the following agencies:

- a. Washington State Department of Revenue: Current Delinquent
b. City of Everett Current Delinquent

B. PUBLIC BIDDING CRIME

Bidder certifies that no owner, officer, principal or employee of Bidder has been convicted of a crime involving bidding a public works contract within five (5) years from the bid submittal deadline.

- Bidder, as stated above, has not been convicted of a crime involving bidding on a public works contract within five years of this bid submittal deadline.
 Bidder, as stated above, has been convicted of a crime involving bidding on a public works contract within five years of this bid submittal deadline and has attached a list showing the date of conviction, the offense convicted of, the punishment and a brief statement of the facts underlying the conviction.

C. SUBCONTRACTOR RESPONSIBILITY

- The Bidder certifies that its standard subcontract form includes the subcontractor responsibility language required by RCW 39.06.020 and the Bidder has an established procedure which it utilizes to validate the responsibility of each subcontractor. In addition, the subcontract form shall include a requirement that each of its subcontractors have a document of similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also responsible subcontractors as defined in RCW 39.06.020.

D. CLAIMS AGAINST RETAINAGE AND BONDS

The bidder shall submit a list of public works projects completed within the previous three (3) years and include for each project the following information:

- a. The owner and contact information for the owner;
b. A list of claims filed against the retainage, performance and/or payment bond for any of the projects listed; and,
c. A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

- Attached is the list requested above.
 Bidder certifies that there have been no claims against retainage, performance and/or payment bonds within the previous three (3) years.

E. PREVAILING WAGE COMPLAINTS

The Bidder shall submit a list of prevailing wage complaints filed against it within five (5) years of the bid submittal date along with an explanation of each complaint and how it was resolved.

- Attached is the list requested above.
- Bidder certifies that there were no prevailing wage complaints filed against it within five (5) years of the bid submittal date.

F. COMPLETION OF SIMILAR PROJECTS/CONTRACTS –

Upload a list of projects Bidder has completed within in the last seven (7) years similar in size to work required for this project to the Requested Information section of Bonfire.

Provide information about each project including the following:

- a. Client name & contact information for the owner’s representative
- b. Awarded contract amount
- c. Final contract amount
- d. A description of the scope of the project and how the project is similar to the particular project being bid

G. TERMINATION FOR CAUSE

- Bidder certifies that neither it nor its owners or principals has had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal date for this project.
- Bidder or its owners or principals have had a public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal date for this project. Attached is a list of each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause.

H. LAWSUITS

The Bidder shall submit a list of lawsuits and/or arbitrations with judgments entered against the Bidder, owners or principals within five (5) years of the bid submittal date along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration.

- Attached is the list requested above
- Bidder certifies that there are no lawsuits or arbitrations with judgments entered against it within five (5) years of the bid submittal date.

I. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as 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.

THIS BID IS PRESENTED TO THE PORT OF EVERETT BY	
Bidder's Business Name:	
Type of Business:	<input type="checkbox"/> Individual DBS:
	<input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture
Physical Business Address (Must not be a P.O. Box):	
Mailing Address if different from Physical Address	
If the above address is not in Washington State, check ONE of the boxes below:	
<input type="checkbox"/> Physical Office in WA:	

Street Address	State Zip Code
OR	
<input type="checkbox"/> State of incorporation or State where business entity was formed, if not a corporation:	

State of Washington numbers for the following:	
Contractor Registration No.	UBI No.
Employment Security No.	State Excise Tax Registration No.
No. of years in contracting business under present firm name:	_____ years
CONTACT INFORMATION FOR NOTICE OF AWARD AND QUESTIONS	
Name:	
Title:	
Street Address:	
City, State, Zip:	
Phone No.	
E-Mail Address:	

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the PORT in the form included in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Official Authorized to Sign for Bidder:

Signature	Date
Printed name	Title

BID TABLE
 NORTON TERMINAL – PRELOAD AND MTCA 3RD INTERIM ACTION
 MT-NT-2021-02.1

Instructions: Bidder shall complete the Bid Table in the online bid submittal platform, Bonfire. Log into the Bonfire platform and download the Bid Table template (Excel) and complete the unit or lump sum prices as requested. Bidder shall upload the completed Bid Table to Bonfire as part of their Bid submittal.

SCHEDULE

Item No.	Approx. Qty	Unit	Description of Item	Unit Price (Dlrs. Cents)	Total Price (Dlrs. Cents)
1	1	LS	Mobilization & Demobilization	Insert in Bonfire	Insert in Bonfire
2	1	LS	South Terminal Ballast Pad Removal/Transport, Demolition & Haul Road/Berm Construction	Insert in Bonfire	Insert in Bonfire
3	94,500	TN	Import & Place Crushed Surfacing Base Course As Preload	Insert in Bonfire	Insert in Bonfire
4	25	EA	Settlement Plates	Insert in Bonfire	Insert in Bonfire
5	24	HR	Brush Cleaning Of Pavement Surface By Sweeper	Insert in Bonfire	Insert in Bonfire
6	1	MC	Additional Work for Minor Changes (Insert \$ 10,000 in Bonfire)	Insert \$ 10,000 in Bonfire	Insert \$ 10,000 in Bonfire

Note: Insert values for Unit Price (Dlrs. Cents) and Total Price (Dlrs. Cents) in to Bonfire. The value to enter for Minor Changes is listed above.

RCW 39.30.060
Proposed Subcontractor List

To Be Submitted as Part of the Bid Proposal

Work is estimated by the PORT to cost \$1,000,000 or more. The Bidder shall list on this form and submit with the Bid a subcontractor or name itself to perform such Work for each of the following areas: electrical, plumbing or heating, ventilation and air conditioning (HVAC).

For purposes of this list, a subcontractor is defined as one who contracts directly with the CONTRACTOR to furnish materials and labor, or labor only for the performance of the Work.

The following subcontractors will be performing the Work as defined in RCW. If the Bidder will self perform the Work, check “Self Perform” for each area of Work. If the Bidder feels the work is not in the project, check “Work Not In Project”.

Description of Work	Name of Subcontractor	Self Perform	Work Not In Project
Electrical		<input type="checkbox"/>	<input type="checkbox"/>
Plumbing		<input type="checkbox"/>	<input type="checkbox"/>
HVAC		<input type="checkbox"/>	<input type="checkbox"/>

Bidder’s Business Name

Signature of Bidder’s Representative

RCW 39.30.060
Proposed Subcontractor List – Structural Steel & Rebar Installation

To Be Submitted as Part of the Bid Proposal or within forty-eight hours of Bid opening. If submitting within forty-eight hours, email to majjal@portofeverett.com.

Work is estimated by the PORT to cost \$1,000,000 or more. The Bidder shall list on this form and submit with the Bid a subcontractor or name itself to perform such Work for each of the following areas: Structural Steel Installation and Rebar Installation.

For purposes of this list, a subcontractor is defined as one who contracts directly with the CONTRACTOR to furnish materials and labor, or labor only for the performance of the Work.

The following subcontractors will be performing the Work as defined in RCW. If the Bidder will self perform the Work, check “Self Perform” for each area of Work. If the Bidder feels the work is not in the project, check “Work Not in Project”.

Description of Work	Name of Subcontractor	Self Perform	Work Not in Project
Structural Steel Installation		<input type="checkbox"/>	<input type="checkbox"/>
Rebar Installation		<input type="checkbox"/>	<input type="checkbox"/>

Bidder’s Business Name

Signature of Bidder’s Representative

As a public contract awarding agency, the PORT is required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wages in the bid and contract specifications for public works projects. To comply with this requirement, the PORT is providing the following prevailing wage rate information applicable for this project.

1. State of Washington prevailing wage rates published by the Washington State Department of L&I (L&I) are obtainable from the L&I website address, <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.
2. This project is located in Snohomish County, therefore, the Snohomish County wage rates must be used.
3. The effective prevailing wage date for State Prevailing Wages is the same date as the bid due date, as noted in Section 00 10 00 – Advertisement for Bids. The effective prevailing wage date for Federal Prevailing Wages is 10 days before the date due date. If an addendum is issued which changes the bid due date, then the effective prevailing wage date will be the bid due date referenced in the addendum.
4. CONTRACTORS can find the prevailing wage rates effective April 16, 2021, 2017 on the following pages. Updated prevailing wage rates can be downloaded at:
 - a) State Prevailing Wages: www.lni.wa.gov
 - b) Federal Prevailing Wages – Select Heavy Civil: www.beta.sam.gov

A copy of the applicable prevailing wage rates are also available for viewing at the PORT's office located at 1205 Craftsman Way, Suite 200, Everett, WA 98201. Upon request, the PORT will provide a hard copy of the applicable prevailing wage rates for this project.

END OF SECTION

**Washington State Prevailing Wages
 Snohomish County - Effective 4/16/2021**

Trade	Job Classification	Wage
Asbestos Abatement Workers	Journey Level	\$52.39
Boilermakers	Journey Level	\$70.79
Brick Mason	Journey Level	\$60.57
Brick Mason	Pointer-Caulker-Cleaner	\$60.57
Building Service Employees	Janitor	\$13.69
Building Service Employees	Shampooer	\$13.69
Building Service Employees	Waxer	\$13.69
Building Service Employees	Window Cleaner	\$13.69
Cabinet Makers (In Shop)	Journey Level	\$22.82
Carpenters	Acoustical Worker	\$64.94
Carpenters	Carpenter	\$64.94
Carpenters	Carpenters on Stationary Tools	\$65.07
Carpenters	Creosoted Material	\$65.07
Carpenters	Floor Finisher	\$64.94
Carpenters	Floor Layer	\$64.94
Carpenters	Scaffold Erector	\$64.94
Cement Masons	Application of all Composition Mastic	\$64.84
Cement Masons	Application of all Epoxy Material	\$64.34
Cement Masons	Application of all Plastic Material	\$64.84
Cement Masons	Application of Sealing Compound	\$64.34
Cement Masons	Application of Underlayment	\$64.84
Cement Masons	Building General	\$64.34
Cement Masons	Composition or Kalman Floors	\$64.84
Cement Masons	Concrete Paving	\$64.34
Cement Masons	Curb & Gutter Machine	\$64.84
Cement Masons	Curb & Gutter, Sidewalks	\$64.34
Cement Masons	Curing Concrete	\$64.34
Cement Masons	Finish Colored Concrete	\$64.84
Cement Masons	Floor Grinding	\$64.84
Cement Masons	Floor Grinding/Polisher	\$64.34
Cement Masons	Green Concrete Saw, self-powered	\$64.84
Cement Masons	Grouting of all Plates	\$64.34
Cement Masons	Grouting of all Tilt-up Panels	\$64.34
Cement Masons	Guniting Nozzleman	\$64.84
Cement Masons	Hand Powered Grinder	\$64.84
Cement Masons	Journey Level	\$64.34
Cement Masons	Patching Concrete	\$64.34
Cement Masons	Pneumatic Power Tools	\$64.84
Cement Masons	Power Chipping & Brushing	\$64.84
Cement Masons	Sand Blasting Architectural Finish	\$64.84
Cement Masons	Screed & Rodding Machine	\$64.84
Cement Masons	Spackling or Skim Coat Concrete	\$64.34

**Washington State Prevailing Wages
 Snohomish County - Effective 4/16/2021**

Trade	Job Classification	Wage
Cement Masons	Troweling Machine Operator	\$64.84
Cement Masons	Troweling Machine Operator on Colored Slabs	\$64.84
Cement Masons	Tunnel Workers	\$64.84
Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$118.80
Divers & Tenders	Dive Supervisor/Master	\$81.98
Divers & Tenders	Diver	\$118.80
Divers & Tenders	Diver On Standby	\$76.98
Divers & Tenders	Diver Tender	\$69.91
Divers & Tenders	Manifold Operator	\$69.91
Divers & Tenders	Manifold Operator Mixed Gas	\$74.91
Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$69.91
Divers & Tenders	Remote Operated Vehicle Tender	\$65.19
Dredge Workers	Assistant Engineer	\$70.62
Dredge Workers	Assistant Mate (Deckhand)	\$70.07
Dredge Workers	Boatmen	\$70.62
Dredge Workers	Engineer Welder	\$71.97
Dredge Workers	Leverman, Hydraulic	\$73.41
Dredge Workers	Mates	\$70.62
Dredge Workers	Oiler	\$70.07
Drywall Applicator	Journey Level	\$64.94
Drywall Tapers	Journey Level	\$65.31
Electrical Fixture Maintenance Workers	Journey Level	\$13.76
Electricians - Inside	Cable Splicer	\$79.57
Electricians - Inside	Construction Stock Person	\$37.59
Electricians - Inside	Journey Level	\$74.63
Electricians - Motor Shop	Craftsman	\$15.37
Electricians - Motor Shop	Journey Level	\$14.69
Electricians - Powerline Construction	Cable Splicer	\$82.39
Electricians - Powerline Construction	Certified Line Welder	\$75.64
Electricians - Powerline Construction	Groundperson	\$49.17
Electricians - Powerline Construction	Heavy Line Equipment Operator	\$75.64
Electricians - Powerline Construction	Journey Level Lineperson	\$75.64
Electricians - Powerline Construction	Line Equipment Operator	\$64.54
Electricians - Powerline Construction	Meter Installer	\$49.17
Electricians - Powerline Construction	Pole Sprayer	\$75.64
Electricians - Powerline Construction	Powderperson	\$56.49
Electronic Technicians	Electronic Technicians Journey Level	\$47.28
Elevator Constructors	Mechanic	\$100.51
Elevator Constructors	Mechanic In Charge	\$108.53
Fabricated Precast Concrete Products	Journey Level	\$13.69

**Washington State Prevailing Wages
 Snohomish County - Effective 4/16/2021**

Trade	Job Classification	Wage
Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.69
Fence Erectors	Fence Erector	\$44.40
Fence Erectors	Fence Laborer	\$44.40
Flaggers	Journey Level	\$44.40
Glaziers	Journey Level	\$69.26
Heat & Frost Insulators And Asbestos Workers	Journeyman	\$79.43
Heating Equipment Mechanics	Journey Level	\$89.61
Hod Carriers & Mason Tenders	Journey Level	\$54.01
Industrial Power Vacuum Cleaner	Journey Level	\$13.69
Inland Boatmen	Boat Operator	\$61.41
Inland Boatmen	Cook	\$56.48
Inland Boatmen	Deckhand	\$57.48
Inland Boatmen	Deckhand Engineer	\$58.81
Inland Boatmen	Launch Operator	\$58.89
Inland Boatmen	Mate	\$57.31
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$13.69
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$13.69
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$13.69
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$13.69
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$13.69
Insulation Applicators	Journey Level	\$64.94
Ironworkers	Journeyman	\$76.78
Laborers	Air, Gas Or Electric Vibrating Screed	\$52.39
Laborers	Airtrac Drill Operator	\$54.01
Laborers	Ballast Regular Machine	\$52.39
Laborers	Batch Weighman	\$44.40
Laborers	Brick Pavers	\$52.39
Laborers	Brush Cutter	\$52.39
Laborers	Brush Hog Feeder	\$52.39
Laborers	Burner	\$52.39
Laborers	Caisson Worker	\$54.01
Laborers	Carpenter Tender	\$52.39
Laborers	Cement Dumper-paving	\$53.35
Laborers	Cement Finisher Tender	\$52.39
Laborers	Change House Or Dry Shack	\$52.39
Laborers	Chipping Gun (30 Lbs. And Over)	\$53.35

**Washington State Prevailing Wages
 Snohomish County - Effective 4/16/2021**

Trade	Job Classification	Wage
Laborers	Chipping Gun (Under 30 Lbs.)	\$52.39
Laborers	Choker Setter	\$52.39
Laborers	Chuck Tender	\$52.39
Laborers	Clary Power Spreader	\$53.35
Laborers	Clean-up Laborer	\$52.39
Laborers	Concrete Dumper/Chute Operator	\$53.35
Laborers	Concrete Form Stripper	\$52.39
Laborers	Concrete Placement Crew	\$53.35
Laborers	Concrete Saw Operator/Core Driller	\$53.35
Laborers	Crusher Feeder	\$44.40
Laborers	Curing Laborer	\$52.39
Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$52.39
Laborers	Ditch Digger	\$52.39
Laborers	Diver	\$54.01
Laborers	Drill Operator (Hydraulic, Diamond)	\$53.35
Laborers	Dry Stack Walls	\$52.39
Laborers	Dump Person	\$52.39
Laborers	Epoxy Technician	\$52.39
Laborers	Erosion Control Worker	\$52.39
Laborers	Faller & Bucker Chain Saw	\$53.35
Laborers	Fine Graders	\$52.39
Laborers	Firewatch	\$44.40
Laborers	Form Setter	\$52.39
Laborers	Gabian Basket Builders	\$52.39
Laborers	General Laborer	\$52.39
Laborers	Grade Checker & Transit Person	\$54.01
Laborers	Grinders	\$52.39
Laborers	Grout Machine Tender	\$52.39
Laborers	Groutmen (Pressure) Including Post Tension Beams	\$53.35
Laborers	Guardrail Erector	\$52.39
Laborers	Hazardous Waste Worker (Level A)	\$54.01
Laborers	Hazardous Waste Worker (Level B)	\$53.35
Laborers	Hazardous Waste Worker (Level C)	\$52.39
Laborers	High Scaler	\$54.01
Laborers	Jackhammer	\$53.35
Laborers	Laserbeam Operator	\$53.35
Laborers	Maintenance Person	\$52.39
Laborers	Manhole Builder-Mudman	\$53.35
Laborers	Material Yard Person	\$52.39
Laborers	Motorman-Dinky Locomotive	\$53.35

**Washington State Prevailing Wages
 Snohomish County - Effective 4/16/2021**

Trade	Job Classification	Wage
Laborers	Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Guniting, Shotcrete, Water Blaster, Vacuum Blaster)	\$53.35
Laborers	Pavement Breaker	\$53.35
Laborers	Pilot Car	\$44.40
Laborers	Pipe Layer Lead	\$54.01
Laborers	Pipe Layer/Tailor	\$53.35
Laborers	Pipe Pot Tender	\$53.35
Laborers	Pipe Reliner	\$53.35
Laborers	Pipe Wrapper	\$53.35
Laborers	Pot Tender	\$52.39
Laborers	Powderman	\$54.01
Laborers	Powderman's Helper	\$52.39
Laborers	Power Jacks	\$53.35
Laborers	Railroad Spike Puller - Power	\$53.35
Laborers	Raker - Asphalt	\$54.01
Laborers	Re-timberman	\$54.01
Laborers	Remote Equipment Operator	\$53.35
Laborers	Rigger/Signal Person	\$53.35
Laborers	Rip Rap Person	\$52.39
Laborers	Rivet Buster	\$53.35
Laborers	Rodder	\$53.35
Laborers	Scaffold Erector	\$52.39
Laborers	Scale Person	\$52.39
Laborers	Sloper (Over 20)"	\$53.35
Laborers	Sloper Sprayer	\$52.39
Laborers	Spreader (Concrete)	\$53.35
Laborers	Stake Hopper	\$52.39
Laborers	Stock Piler	\$52.39
Laborers	Swinging Stage/Boatswain Chair	\$44.40
Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$53.35
Laborers	Tamper (Multiple & Self-propelled)	\$53.35
Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$53.35
Laborers	Toolroom Person (at Jobsite)	\$52.39
Laborers	Topper	\$52.39
Laborers	Track Laborer	\$52.39
Laborers	Track Liner (Power)	\$53.35
Laborers	Traffic Control Laborer	\$47.48

**Washington State Prevailing Wages
 Snohomish County - Effective 4/16/2021**

Trade	Job Classification	Wage
Laborers	Traffic Control Supervisor	\$50.31
Laborers	Truck Spotter	\$52.39
Laborers	Tugger Operator	\$53.35
Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$129.67
Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$134.70
Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$138.38
Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$144.08
Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$146.20
Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$151.30
Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$153.20
Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$155.20
Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$157.20
Laborers	Tunnel Work-Guage and Lock Tender	\$54.11
Laborers	Tunnel Work-Miner	\$54.11
Laborers	Vibrator	\$53.35
Laborers	Vinyl Seamer	\$52.39
Laborers	Watchman	\$40.36
Laborers	Welder	\$53.35
Laborers	Well Point Laborer	\$53.35
Laborers	Window Washer/Cleaner	\$40.36
Laborers - Underground Sewer & Water	General Laborer & Topman	\$52.39
Laborers - Underground Sewer & Water	Pipe Layer	\$53.35
Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$40.36
Landscape Construction	Landscape Operator	\$72.28
Landscape Maintenance	Groundskeeper	\$14.13
Lathers	Journey Level	\$64.94
Marble Setters	Journey Level	\$60.57
Metal Fabrication (In Shop)	Fitter	\$15.38
Metal Fabrication (In Shop)	Laborer	\$13.69
Metal Fabrication (In Shop)	Machine Operator	\$13.69
Metal Fabrication (In Shop)	Painter	\$13.69
Metal Fabrication (In Shop)	Welder	\$15.38
Millwright	Journey Level	\$66.44

**Washington State Prevailing Wages
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Trade	Job Classification	Wage
Modular Buildings	Journey Level	\$13.69
Painters	Journey Level	\$45.40
Pile Driver	Crew Tender	\$69.91
Pile Driver	Crew Tender/Technician	\$69.91
Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$80.76
Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$85.76
Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$89.76
Pile Driver	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$94.76
Pile Driver	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$97.26
Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$102.26
Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$104.26
Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$106.26
Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$108.26
Pile Driver	Journey Level	\$65.19
Plasterers	Journey Level	\$61.67
Playground & Park Equipment Installers	Journey Level	\$13.69
Plumbers & Pipefitters	Journey Level	\$79.47
Power Equipment Operators	Asphalt Plant Operators	\$73.49
Power Equipment Operators	Assistant Engineer	\$69.12
Power Equipment Operators	Barrier Machine (zipper)	\$72.84
Power Equipment Operators	Batch Plant Operator: concrete	\$72.84
Power Equipment Operators	Bobcat	\$69.12
Power Equipment Operators	Brokk - Remote Demolition Equipment	\$69.12
Power Equipment Operators	Brooms	\$69.12
Power Equipment Operators	Bump Cutter	\$72.84
Power Equipment Operators	Cableways	\$73.49
Power Equipment Operators	Chipper	\$72.84
Power Equipment Operators	Compressor	\$69.12
Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$69.12
Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$72.28
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$73.49

**Washington State Prevailing Wages
 Snohomish County - Effective 4/16/2021**

Trade	Job Classification	Wage
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$72.84
Power Equipment Operators	Conveyors	\$72.28
Power Equipment Operators	Cranes friction: 200 tons and over	\$75.72
Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$74.22
Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$72.84
Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$74.99
Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$75.72
Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$73.49
Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$69.12
Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$74.99
Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$72.28
Power Equipment Operators	Crusher	\$72.84
Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$72.84
Power Equipment Operators	Derricks, On Building Work	\$73.49
Power Equipment Operators	Dozers D-9 & Under	\$72.28
Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$72.28
Power Equipment Operators	Drilling Machine	\$74.22
Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$69.12
Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$72.84
Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$72.28
Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$69.12
Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$72.84
Power Equipment Operators	Gradechecker/Stakeman	\$69.12
Power Equipment Operators	Guardrail Punch	\$72.84
Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$73.49
Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$72.84
Power Equipment Operators	Horizontal/Directional Drill Locator	\$72.28
Power Equipment Operators	Horizontal/Directional Drill Operator	\$72.84
Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$72.28
Power Equipment Operators	Hydralifts/Boom Trucks, 10 Tons And Under	\$69.12

**Washington State Prevailing Wages
 Snohomish County - Effective 4/16/2021**

Trade	Job Classification	Wage
Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$74.22
Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$73.49
Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$72.84
Power Equipment Operators	Loaders, Plant Feed	\$72.84
Power Equipment Operators	Loaders: Elevating Type Belt	\$72.28
Power Equipment Operators	Locomotives, All	\$72.84
Power Equipment Operators	Material Transfer Device	\$72.84
Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$74.22
Power Equipment Operators	Motor Patrol Graders	\$73.49
Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$73.49
Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$69.12
Power Equipment Operators	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$72.28
Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$72.84
Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$74.22
Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$73.49
Power Equipment Operators	Pavement Breaker	\$69.12
Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$72.84
Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$72.28
Power Equipment Operators	Posthole Digger, Mechanical	\$69.12
Power Equipment Operators	Power Plant	\$69.12
Power Equipment Operators	Pumps - Water	\$69.12
Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$73.49
Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$69.12
Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$73.49
Power Equipment Operators	Rigger and Bellman	\$69.12
Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$72.28
Power Equipment Operators	Rollagon	\$73.49
Power Equipment Operators	Roller, Other Than Plant Mix	\$69.12
Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$72.28
Power Equipment Operators	Roto-mill, Roto-grinder	\$72.84
Power Equipment Operators	Saws - Concrete	\$72.28
Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$72.84
Power Equipment Operators	Scrapers - Concrete & Carry All	\$72.28

**Washington State Prevailing Wages
 Snohomish County - Effective 4/16/2021**

Trade	Job Classification	Wage
Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$73.49
Power Equipment Operators	Service Engineers - Equipment	\$72.28
Power Equipment Operators	Shotcrete/Gunite Equipment	\$69.12
Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$72.28
Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$73.49
Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$72.84
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$74.22
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$74.99
Power Equipment Operators	Slipform Pavers	\$73.49
Power Equipment Operators	Spreader, Topsider & Screedman	\$73.49
Power Equipment Operators	Subgrader Trimmer	\$72.84
Power Equipment Operators	Tower Bucket Elevators	\$72.28
Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$74.22
Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$74.99
Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$75.72
Power Equipment Operators	Transporters, All Track Or Truck Type	\$73.49
Power Equipment Operators	Trenching Machines	\$72.28
Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$72.84
Power Equipment Operators	Truck Crane Oiler/Driver Under 100 Tons	\$72.28
Power Equipment Operators	Truck Mount Portable Conveyor	\$72.84
Power Equipment Operators	Welder	\$73.49
Power Equipment Operators	Wheel Tractors, Farmall Type	\$69.12
Power Equipment Operators	Yo Yo Pay Dozer	\$72.84
Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$73.49
Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$69.12
Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$72.84
Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$72.84
Power Equipment Operators- Underground Sewer & Water	Bobcat	\$69.12

**Washington State Prevailing Wages
 Snohomish County - Effective 4/16/2021**

Trade	Job Classification	Wage
Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$69.12
Power Equipment Operators- Underground Sewer & Water	Brooms	\$69.12
Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$72.84
Power Equipment Operators- Underground Sewer & Water	Cableways	\$73.49
Power Equipment Operators- Underground Sewer & Water	Chipper	\$72.84
Power Equipment Operators- Underground Sewer & Water	Compressor	\$69.12
Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$69.12
Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$72.28
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$73.49
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$72.84
Power Equipment Operators- Underground Sewer & Water	Conveyors	\$72.28
Power Equipment Operators- Underground Sewer & Water	Cranes friction: 200 tons and over	\$75.72
Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$74.22
Power Equipment Operators- Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$72.84
Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$74.99
Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$75.72
Power Equipment Operators- Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$73.49
Power Equipment Operators- Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$69.12
Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$74.99
Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$72.28
Power Equipment Operators- Underground Sewer & Water	Crusher	\$72.84

**Washington State Prevailing Wages
 Snohomish County - Effective 4/16/2021**

Trade	Job Classification	Wage
Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$72.84
Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$73.49
Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$72.28
Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$72.28
Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$74.22
Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$69.12
Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$72.84
Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$72.28
Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$69.12
Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$72.84
Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	\$69.12
Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$72.84
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$73.49
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$72.84
Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	\$72.28
Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	\$72.84
Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks Over 10 Tons	\$72.28
Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks, 10 Tons And Under	\$69.12
Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$74.22
Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$73.49
Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$72.84

**Washington State Prevailing Wages
 Snohomish County - Effective 4/16/2021**

Trade	Job Classification	Wage
Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$72.84
Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$72.28
Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$72.84
Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$72.84
Power Equipment Operators- Underground Sewer & Water	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$74.22
Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	\$73.49
Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$73.49
Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$69.12
Power Equipment Operators- Underground Sewer & Water	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$72.28
Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$72.84
Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$74.22
Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$73.49
Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$69.12
Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$72.84
Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$72.28
Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$69.12
Power Equipment Operators- Underground Sewer & Water	Power Plant	\$69.12
Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$69.12
Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$73.49
Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$69.12
Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$73.49

**Washington State Prevailing Wages
 Snohomish County - Effective 4/16/2021**

Trade	Job Classification	Wage
Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$69.12
Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$72.28
Power Equipment Operators- Underground Sewer & Water	Rollagon	\$73.49
Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$69.12
Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$72.28
Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$72.84
Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$72.28
Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$72.84
Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$72.28
Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$73.49
Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	\$72.28
Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	\$69.12
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$72.28
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$73.49
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$72.84
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$74.22
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$74.99
Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$73.49
Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$73.49
Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$72.84
Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$72.28

**Washington State Prevailing Wages
 Snohomish County - Effective 4/16/2021**

Trade	Job Classification	Wage
Power Equipment Operators- Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	\$74.22
Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$74.99
Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$75.72
Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$73.49
Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$72.28
Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$72.84
Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver Under 100 Tons	\$72.28
Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$72.84
Power Equipment Operators- Underground Sewer & Water	Welder	\$73.49
Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$69.12
Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$72.84
Power Line Clearance Tree Trimmers	Journey Level In Charge	\$55.03
Power Line Clearance Tree Trimmers	Spray Person	\$52.24
Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$55.03
Power Line Clearance Tree Trimmers	Tree Trimmer	\$49.21
Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$37.47
Refrigeration & Air Conditioning Mechanics	Journey Level	\$79.46
Residential Brick Mason	Journey Level	\$22.73
Residential Carpenters	Journey Level	\$64.94
Residential Cement Masons	Journey Level	\$64.34
Residential Drywall Applicators	Journey Level	\$48.17
Residential Drywall Tapers	Journey Level	\$65.31
Residential Electricians	Journey Level	\$48.80
Residential Glaziers	Journey Level	\$27.66
Residential Insulation Applicators	Journey Level	\$27.61
Residential Laborers	Journey Level	\$28.78
Residential Marble Setters	Journey Level	\$39.71
Residential Painters	Journey Level	\$30.44
Residential Plumbers & Pipefitters	Journey Level	\$38.37

**Washington State Prevailing Wages
 Snohomish County - Effective 4/16/2021**

Trade	Job Classification	Wage
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$45.89
Residential Sheet Metal Workers	Journey Level	\$89.61
Residential Soft Floor Layers	Journey Level	\$51.91
Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$53.04
Residential Stone Masons	Journey Level	\$39.71
Residential Terrazzo Workers	Journey Level	\$14.86
Residential Terrazzo/Tile Finishers	Journey Level	\$27.90
Residential Tile Setters	Journey Level	\$21.38
Roofers	Journey Level	\$57.30
Roofers	Using Irritable Bituminous Materials	\$60.30
Sheet Metal Workers	Journey Level (Field or Shop)	\$89.61
Shipbuilding & Ship Repair	New Construction Boilermaker	\$38.54
Shipbuilding & Ship Repair	New Construction Carpenter	\$38.54
Shipbuilding & Ship Repair	New Construction Crane Operator	\$38.54
Shipbuilding & Ship Repair	New Construction Electrician	\$38.54
Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$79.43
Shipbuilding & Ship Repair	New Construction Laborer	\$38.54
Shipbuilding & Ship Repair	New Construction Machinist	\$38.54
Shipbuilding & Ship Repair	New Construction Operating Engineer	\$38.54
Shipbuilding & Ship Repair	New Construction Painter	\$38.54
Shipbuilding & Ship Repair	New Construction Pipefitter	\$38.54
Shipbuilding & Ship Repair	New Construction Rigger	\$38.54
Shipbuilding & Ship Repair	New Construction Sheet Metal	\$38.54
Shipbuilding & Ship Repair	New Construction Shipfitter	\$38.54
Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$38.54
Shipbuilding & Ship Repair	New Construction Welder / Burner	\$38.54
Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$47.35
Shipbuilding & Ship Repair	Ship Repair Carpenter	\$47.35
Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06
Shipbuilding & Ship Repair	Ship Repair Electrician	\$47.42
Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$79.43
Shipbuilding & Ship Repair	Ship Repair Laborer	\$47.35
Shipbuilding & Ship Repair	Ship Repair Machinist	\$47.35
Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06
Shipbuilding & Ship Repair	Ship Repair Painter	\$47.35
Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$47.35
Shipbuilding & Ship Repair	Ship Repair Rigger	\$47.35
Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$47.35
Shipbuilding & Ship Repair	Ship Repair Shipwright	\$47.35
Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06

**Washington State Prevailing Wages
 Snohomish County - Effective 4/16/2021**

Trade	Job Classification	Wage
Sign Makers & Installers (Electrical)	Sign Installer	\$26.56
Sign Makers & Installers (Electrical)	Sign Maker	\$20.50
Sign Makers & Installers (Non-Electrical)	Sign Installer	\$22.56
Sign Makers & Installers (Non-Electrical)	Sign Maker	\$20.50
Soft Floor Layers	Journey Level	\$51.91
Solar Controls For Windows	Journey Level	\$13.69
Sprinkler Fitters (Fire Protection)	Journey Level	\$85.89
Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.69
Stone Masons	Journey Level	\$60.57
Street And Parking Lot Sweeper Workers	Journey Level	\$15.00
Surveyors	Assistant Construction Site Surveyor	\$72.28
Surveyors	Chainman	\$69.12
Surveyors	Construction Site Surveyor	\$73.49
Telecommunication Technicians	Telecom Technician Journey Level	\$47.28
Telephone Line Construction - Outside	Cable Splicer	\$37.40
Telephone Line Construction - Outside	Hole Digger/Ground Person	\$25.04
Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$31.22
Telephone Line Construction - Outside	Telephone Lineperson	\$35.34
Terrazzo Workers	Journey Level	\$55.71
Tile Setters	Journey Level	\$55.71
Tile, Marble & Terrazzo Finishers	Finisher	\$46.54
Traffic Control Stripers	Journey Level	\$49.13
Truck Drivers	Asphalt Mix Over 16 Yards	\$64.55
Truck Drivers	Asphalt Mix To 16 Yards	\$63.71
Truck Drivers	Dump Truck	\$63.71
Truck Drivers	Dump Truck & Trailer	\$64.55
Truck Drivers	Other Trucks	\$64.55
Truck Drivers - Ready Mix	Transit Mix	\$64.55
Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.05
Well Drillers & Irrigation Pump Installers	Oiler	\$13.93
Well Drillers & Irrigation Pump Installers	Well Driller	\$19.01

Superseded General Decision Number: WA20200075

00 43 45 FEDERAL PREVAILING WAGES

State: Washington

Construction Type: Heavy including water and sewer line construction

County: Snohomish County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/01/2021

ASBE0007-001 06/01/2020

Table with 2 columns: Rates, Fringes. Row: ASBESTOS WORKER/HEAT & FROST INSULATOR (Pipe and Duct Insulation) \$ 59.37 17.90

CARP0030-014 06/01/2020

Table with 2 columns: Rates, Fringes. Rows: CARPENTER (Including Formwork) \$ 46.92 18.02, MILLWRIGHT \$ 48.42 18.02, PILEDRIVERMAN \$ 47.17 18.02

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

ELEC0077-001 02/01/2019

	Rates	Fringes
Line Construction:		
LINEMEN.....	\$ 52.76	19.42

ELEC0191-013 06/01/2020

	Rates	Fringes
ELECTRICIAN		
DOUGLAS, CHELAN, and		
OKANOGAN Counties.....	\$ 46.15	26.10
ISLAND, SAN JUAN, SKAGIT,		
SNOHOMISH and WHATCOM		
Counties.....	\$ 47.95	26.16

ENGI0302-029 06/01/2020

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 49.50	22.47
Group 1AA.....	\$ 50.22	22.47
Group 1AAA.....	\$ 50.94	22.47
Group 1.....	\$ 48.77	22.47
Group 2.....	\$ 48.15	22.47
Group 3.....	\$ 47.60	22.47
Group 4.....	\$ 44.55	22.47

Zone Differential (Add to Zone 1 rates):
 Zone 2 (26-45 radius miles) - \$1.00
 Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom; Excavator/Trackhoe: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; excavator/Trackhoe: over 50 metric tons to 90 metric tons;

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator/Trackhoe: over 30 metric tons to 50 metric tons; Dozer D-10; Screedman; Scrapers: 45 yards and over; Grader/Blade; Paver

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons; Horizontal/directional drill operator; Scraper: under 45 tons; Mechanic; Piledriver; Boring Machine

GROUP 3 - Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Dozers-D-9 and under; Motor patrol grader-nonfinishing; Roller-Plant Mix; Excavator/Trackhoe: under 15 metric tons; Service Oiler; Conveyors; Boom Truck over 10 tons: Forklift- 3000 lbs and over

GROUP 4 - Cranes-A frame-10 tons and under; Roller-other than plant mix; Grade Checker; Drill Assistant; Boom Truck 10 tons and under; Forklift under 3000 lbs

* IRON0086-010 07/01/2020

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 43.95	31.00

LABO0292-007 06/01/2020

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 31.82	12.44
GROUP 3.....	\$ 39.81	12.44
GROUP 4.....	\$ 40.77	12.44
GROUP 5.....	\$ 41.43	12.44

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - \$1.00
ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall
ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall
ZONE 3 - More than 45 radius miles from the respective city
hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: Form Stripping; Sign Erector/Installer

GROUP 4: Pipe Layer; Handheld Drill; Jackhammer

GROUP 5: Mason Tender-Brick; Mason Tender-Cement/Concrete;
Grade Checker; High Scaler

PAIN0005-031 09/14/2020

	Rates	Fringes
PAINTER (Including Brush, Roller, Spray and Prep Work).....	\$ 33.15	11.98

PLUM0026-001 01/01/2020

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 48.22	27.65

* TEAM0174-006 06/01/2019

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 40.38	20.46
GROUP 2:.....	\$ 39.54	20.46

ZONE B (25-45 miles from center of listed cities*): Add \$.70
per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add
\$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the
following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Water Truck-3,000 gallons and over; Semi-Trailer
Truck

GROUP 2 - Water Truck- less than 3,000 gallons

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

 SUWA2009-066 08/07/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 23.05	5.44
LABORER: Landscape & Irrigation.....	\$ 11.44	1.80
OPERATOR: Asphalt Plant.....	\$ 34.14	0.68
OPERATOR: Backhoe.....	\$ 26.18	7.20
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 10.63	0.00
OPERATOR: Broom/Sweeper.....	\$ 30.39	3.77
OPERATOR: Loader.....	\$ 27.12	7.38
OPERATOR: Power Shovel.....	\$ 25.12	7.83
TRUCK DRIVER, Includes Dump Truck.....	\$ 24.10	7.33
TRUCK DRIVER: Flatbed Truck.....	\$ 22.74	6.29
TRUCK DRIVER: Lowboy Truck.....	\$ 22.89	5.72

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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PART II – CONTRACT DOCUMENTS

**PORT OF EVERETT
AGREEMENT FOR NORTON TERMINAL – PRELOAD & MTCA 3RD INTERIM ACTION
MT-NT-2021-02.1**

THIS AGREEMENT is made and entered into by and between the Port of Everett (hereinafter called PORT) and _____ (hereinafter called CONTRACTOR). PORT and CONTRACTOR, a limited liability corporation company, sole proprietor, corporation or partnership, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project will construct a preload over approximately 6 acres in the PORT's new Norton Terminal. The Work includes removal and transport of approximately 2,300 tons of existing crushed rock from the PORT's South Terminal for construction of a haul road, and furnishing and installing another approximately 50,000 cyds of crushed rock material for the balance of the preload. Other ancillary Work includes temporary erosion control measures, furnishing and installing settlement plates, relocating concrete ecology blocks, sweeping, and other related work. This project is funded by a federal BUILD Grant administered through MARAD. Federal terms and conditions apply, including Federal Buy American provisions.

The Project has been designed by KPFF Engineering.

ARTICLE 2 - ENGINEER

The PORT has appointed Stephen Hager, P.E. as ENGINEER who shall be the PORT's representative, assume all duties and responsibilities and have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The Work shall be substantially complete on or before 100 calendar days after the start date stated in the Notice to Proceed. Final completion shall be on or before 30 calendar days after substantial completion.
- 3.2 Liquidated Damages: PORT and CONTRACTOR recognize that time is of the essence of this Agreement and that PORT will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 10 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by PORT if the Work is not completed on time. Accordingly, instead of requiring any such proof, PORT and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay PORT

one thousand Dollars (\$1,000) for each day that expires after the time specified in paragraph 3.1.

ARTICLE 4 - CONTRACT PRICE

4.1 PORT shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Base Bid: (\$insert figure)
WSST: (\$insert figure)
Total Contract: (\$insert figure)

A copy of the CONTRACTOR'S Bid Form is attached.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 12 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments. PORT shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, within thirty (30) working days from application for payment. All progress payments will be on the basis of the progress of the Work as established in paragraph 12.4 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).
- 5.2 Final Payment: Upon final completion and acceptance of the work in accordance with paragraph 12.11 of the General Conditions, PORT shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 12.11.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions, and accepts the determination set forth in paragraph 3 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site

and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by CONTRACTOR in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions.

- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 6.6 CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION
- 6.6.1 Pursuant to 2 CFR 200.213, the Contractor, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the Contractor is unable to certify, they must provide an explanation as to why they cannot prior to signing the agreement. The Contractor shall provide immediate written notice to the Port if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances, or have received notice that they have been suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in 2 CFR 180.
- 6.6.2 The Contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Pursuant to 2 CFR 180.330, the Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements. The Contractor agrees that it will include this clause without modification in all lower tier covered transactions.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between PORT and CONTRACTOR concerning the work consist of the following:

- 7.1 This Agreement (pages 1 to 5, inclusive).
- 7.2 Exhibits to this Agreement.
- a. Performance and Payment Bonds, identified as exhibit A and consisting of ___ pages.

- b. Insurance Certificate(s) and additional insured endorsements identified as exhibit B and consisting of ___ pages.
- c. Notice-of-Award.
- 7.3 General Conditions (pages 1 to 77, inclusive).
- 7.4 Supplementary Conditions (pages 1 to 3, inclusive).
- 7.5 Federal Grant Terms and Conditions (pages 1 through 24, inclusive).
- 7.6 Specifications bearing the title of Port of Everett – Maritime Industrial Expansion K-C Cleanup Interim Action Preload Ground Improvement and consisting of sections as listed in the Section 00 73 00, Supplementary Conditions.
- 7.7 Drawings, identified in Section 00 73 00, Supplementary Conditions, inclusive with each sheet bearing the following general title: Port of Everett – Norton Terminal – Preload and MTCA 3rd Interim Action
- 7.8 Addenda numbers ___ to ___, inclusive.
- 7.9 CONTRACTOR's Bid (pages ___ to ___, inclusive) marked exhibit C.

The documents listed in paragraphs 7.9 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions or Supplementary Conditions.

ARTICLE 8 - MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 PORT and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

8.5 Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The Port shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, all portions of the Contract Documents have been signed or identified by PORT and CONTRACTOR.

This Agreement will be effective on _____, 2021.

PORT OF EVERETT

CONTRACTOR (Insert CONTRACTOR's Name)

By _____

By _____

Title _____

Title _____

Address for giving notices

Address for giving notices

1205 Craftsman Way, Suite 200

Everett, WA 98201

END OF SECTION



NOTICE OF AWARD

Date

CONTRACTOR
ATTN:
ADDRESS

PROJECT: INSERT
PROJECT NO.: INSERT

Dear INSERT:

You are notified that your Bid dated INSERT for the above Project has been considered and you have been awarded a contract for the INSERT SCHEDULES, in the amount of INSERT, including WSST. The Work is to be performed on the basis of the lump sum and unit price items established in the Bid Form.

You must deliver to the PORT 1 fully executed counterpart of the Agreement, including the following Contract Documents within 10 days of the date of this Notice of Award, that is by INSERT:

1. The executed Agreement
2. The Performance and Payment Bonds as specified in the Instructions to Bidders (4.4) and General Conditions (5.1 and 5.2)
3. The Certificates of Insurance with endorsements as specified in the General Conditions (5.3) and Supplementary Conditions (SC-05).
4. The completed Contractor's Declaration for Management of Retainage.
5. A list of all subcontractors for this project, including the responsibility criteria as specified in the Supplementary Conditions (SC-10).
6. A completed IRS Form W-9.

The PORT will return to you an electronic copy of the fully signed Agreement and Contract Documents.

Failure to return the signed Agreement and Contract Documents within the time specified will entitle PORT to consider your Bid in default, to annul this Notice of Award, and to declare your Bid Security forfeited.

Please begin the submittal process in accordance with Section 01 33 00 – Submittals, for the following submittals immediately and email submittals to INSERT , INSERT, at INSERT.

- Any Long Lead Items (PM's to Identify)
- Preliminary Construction Schedule (PM's to Identify)
- Other Items (PM's to Identify)

ACCEPTANCE OF NOTICE OF AWARD

PORT OF EVERETT

By: _____

(Authorized Signature)

Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

(Authorized Signature)

Name: _____

Title: _____

Date: _____

Attachment: Agreement

END OF SECTION



NOTICE TO PROCEED

Date:

CONTRACTOR:
ATTN:
ADDRESS:

PROJECT:
PROJECT NO.:

Dear :

You are notified that the Contract Times under the above contract will commence to run on *Click or tap here to enter text.*, 2021. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the work shall be substantially completed on or before *Click or tap here to enter text.* calendar days after the above date, which would be *Click or tap here to enter text.*, 2021. Physical completion shall be on or before *Click or tap here to enter text.* calendar days after substantial completion, which would be *Click or tap here to enter text.*, 2021.

Before you may start any Work at the site, you must: (add other requirements)

PORT OF EVERETT

By _____
(Authorized Signature)

Name: _____

Title: _____

ACCEPTANCE OF NOTICE TO PROCEED

Contractor: _____

By: _____
(Authorized Signature)

Name: _____

Title: _____

Date: _____

Copy to Engineer

PART 1 - GENERAL

1.01 GENERAL

A. The following documents are included in these specifications as samples, in the order that the Bidder be informed of his responsibilities and the requirements of the Contract, in the event he is awarded the Contract:

1. Performance Bond.
2. Labor and Material Payment Bond.
3. Warranty Bond
4. Supply Bond

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
of _____, as principal,
and _____
of _____, as surety, firmly
bound and held by the Port of Everett in the penal sum of _____

_____ dollars and _____ cents (\$ _____), good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Port of Everett, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has entered into written contract with said Port of Everett, on the _____ of _____ A.D., 2021 for the construction of: _____

_____ said work to be done according to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligation are such that if the said principal and surety shall well and truly perform and complete all obligations and work under said contract and shall indemnify and save harmless the Port of Everett and employees thereof against any damages or loss which they or any of them may suffer or for which they or any of them become liable by the default, neglect, or carelessness on the part of said principal, his agents, servants, or employees, or by any acts or omission of said principal, his agents, servants, or employees, and surety in performance of said Contract, and if the principal shall reimburse upon demand of the Port of Everett any sums paid to him which exceed the final payment determined to be due upon completion of the project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals at _____, Washington, this _____ day of _____ A.D., 2021.

Principal: _____

By (Signature): _____

By (Print Name and Title): _____

Surety: _____

By (Signature): _____

By (Print Name and Title): _____

Agent Name: _____ Phone No. _____

Agent Mailing Address: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
of _____, as principal,
and _____
of _____, as surety, firmly
bound and held by the Port of Everett in the penal sum of _____

dollars and _____ cents (\$ _____), good and lawful money of
the United States of America for the payment whereof, well and truly to be paid to the Port of Everett,
we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the said principal has entered into written contract with said Port of Everett, on the
_____ of _____ A.D., 2021 for the construction of: _____

said work to be done according to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligation are such that if the said principal shall
comply with all requirements of law and pay, as they become due, all just claims for labor performed and
materials and supplies furnished upon or for the work under said contract, whether said labor be
performed and said materials and supplies be furnished under the original contract, any subcontract, or
any and all duly authorized modifications thereto, and shall indemnify and save harmless the Port of
Everett and employees thereof against any damage or loss which they or any of them suffer or for which
they or any of them become liable by the default of said principal, or by any neglect or carelessness on the
part of said principal, his agents, servants, or employees, then these presents shall become null and void;
otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals at _____,
Washington, this _____ day of _____ A.D., 2021.

Principal: _____

By (Signature): _____

By (Print Name and Title): _____

Surety: _____

By (Signature): _____

By (Print Name and Title): _____

Agent Name: _____ Phone No. _____

Agent Mailing Address: _____

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
of _____, as principal,
and _____
of _____, as surety, firmly
bound and held by the Port of Everett in the penal sum of _____

dollars and _____ cents (\$ _____), good and lawful money of
the United States of America for the payment whereof, well and truly to be paid to the Port of Everett,
we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the said principal has entered into written contract with said Port of Everett, on the
_____ of _____ A.D., 2021 for the construction of: _____

_____ said work to be done according to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligation are such that if the said principal shall
comply with all requirements of law and pay, as they become due, all just claims for labor performed and
materials and supplies furnished upon or for the work under said contract, whether said labor be
performed and said materials and supplies be furnished under the original contract, any subcontract, or
any and all duly authorized modifications thereto, and shall indemnify and save harmless the Port of
Everett and employees thereof against any damage or loss which they or any of them suffer or for which
they or any of them become liable by the default of said principal, or by any neglect or carelessness on the
part of said principal, his agents, servants, or employees, then these presents shall become null and void;
otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals at _____,
Washington, this _____ day of _____ A.D., 2021.

Principal: _____

By (Signature): _____

By (Print Name and Title): _____

Surety: _____

By (Signature): _____

By (Print Name and Title): _____

Agent Name: _____ Phone No. _____

Agent Mailing Address: _____

SUPPLY BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
of _____, as principal,
and _____
of _____, as surety, firmly
bound and held by the Port of Everett in the penal sum of _____

dollars and _____ cents (\$ _____), good and lawful money of
the United States of America for the payment whereof, well and truly to be paid to the Port of Everett,
we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the said principal has entered into written contract with said Port of Everett, on the
_____ of _____ A.D., 2021 for the construction of: _____

_____ said work to be done according to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligation are such that if the said principal shall
comply with all requirements of law and pay, as they become due, all just claims for labor performed and
materials and supplies furnished upon or for the work under said contract, whether said labor be
performed and said materials and supplies be furnished under the original contract, any subcontract, or
any and all duly authorized modifications thereto, and shall indemnify and save harmless the Port of
Everett and employees thereof against any damage or loss which they or any of them suffer or for which
they or any of them become liable by the default of said principal, or by any neglect or carelessness on the
part of said principal, his agents, servants, or employees, then these presents shall become null and void;
otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals at _____,
Washington, this _____ day of _____ A.D., 2021.

Principal: _____

By (Signature): _____

By (Print Name and Title): _____

Surety: _____

By (Signature): _____

By (Print Name and Title): _____

Agent Name: _____ Phone No. _____

Agent Mailing Address: _____

END OF SECTION

CONTRACTOR'S DECLARATION FOR MANAGEMENT OF RETAINAGE

- I hereby elect to have the retained percentage of this contract held in a fund by the PORT.

Date _____ Signed _____

- I hereby elect to have the PORT deposit the retained percentage of this contract in an interest bearing account, not subject to withdrawal until after final acceptance of the work.

I hereby further agree to open the interest-bearing account in a financial institution of my choice with withdrawal restrictions placed upon the account as directed by the PORT and instructions to the bank to provide the Port with a monthly account statement to the attention of the Contracts Administrator. Prior to the PORT deposing any funds into the account, the CONTRACTOR shall obtain a letter from the financial institution on their letterhead stating the account number and bank address and confirming they will not release any funds until authorized in writing by the PORT.

Date _____ Signed _____

- I hereby elect to have the PORT invest the retained percentage of this contract from time to time as such retained percentage accrues. I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute.

The PORT shall not be liable in any way for any costs or fees in connection therewith. Prior to the PORT investing any funds in an escrow account, the CONTRACTOR shall obtain an executed escrow agreement from the repository stating their acceptance of the account, the account number and a statement that they will not release any funds until authorized in writing by the PORT. Additionally, the Port will require a monthly statement from the bank for the escrow account.

Date _____ Signed _____

- I hereby elect to obtain a Retainage Bond from the following surety and will provide the original bond to the PORT. I acknowledge that no retainage will be paid to the CONTRACTOR until the PORT has received an acceptable bond from the CONTRACTOR.

Surety: _____

Agent (Company) Name: _____

Agent Mailing Address: _____

Date _____ Signed _____

END OF SECTION



APPLICATION FOR PROGRESS PAYMENT

Progress Payment No. _____ Final Payment

Project No.:	For Period Thru:
CIP No.:	
Project:	
Contractor:	
Contractor's Address:	
LIST ALL SUBCONTRACTOR USED THIS PAY PERIOD. IF NONE, INDICATE NONE.	

CONTRACT AMOUNTS		
1	Original Contract Amount (Without Tax)	
2	Change Orders (1 through __) (Without Tax)	
3	Additional Unit Price Work (Without Tax)	
4	Total Contract Amount (Lines 1, 2, and 3)	\$ -

AMOUNT DUE CONTRACTOR THIS DATE		
5	Total Work Not Subject to Sales Tax Completed to Date	
6	Total Work Subject to Sales Tax Completed to Date	
7	Total Amount of Work Completed to Date (Lines 5 and 6)	\$ -
8	Sales Tax (9.8% of Line 6)	\$ -
9	Total Earned To Date (Lines 7 and 8)	\$ -
10	Amount Previously Earned (Line 9 Previous Pay Application)	
11	Total Earned This Application (Line 9 Minus Line 10)	\$ -
12	Less Retainage This Pay Application (line 15)	\$ -
13	Amount Due Contractor This Date (Item 11 minus Item 12)	\$ -

RETAINAGE ACCOUNT		
14	Prior Retainage Held (Line 16 of Previous Pay Application)	
15	Retainage This Period (Line 16 minus Line 14) 21640-40P	\$ -
16	Total Retainage To-Date (Line 7 * 5%)	\$ -

Retainage Instructions: () Held by Port; () Interest Bearing or Escrow Acct; () Retainage Bond; () Not Withheld
Bank Name: _____ Account No. _____

CONTRACTOR ACKNOWLEDGEMENTS	
By signing below, Contractor confirms that prevailing wages have been paid in accordance with the prefilled Statement(s) of Intent to Pay Prevailing Wages. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by this Pay Application, whether incorporated in the Project or not, will pass to PORT at the time of payment free and clear of all liens, claims, security interests and encumbrances (Liens).	
Submitted by Contractor	Recommended by Project Engineer/Project Manager
Title:	Title:
Date:	Date:
Approved & Payment Recommended by Port of Everett	Reviewed by POE Contracts Administrator
Title:	Title: Contracts Manager
Date:	Date:



CERTIFICATE OF SUBSTANTIAL COMPLETION

Date

Contractor

Address

Project Name:

Project Number:

Substantial Completion Date:

This Certificate of Substantial Completion applies to all Work for the above reference project under the Contract Documents [or to the following specified parts thereof: INSERT DESCRIPTION]. The warranty periods begin to run as of the date of Substantial Completion.

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents.

The responsibilities between PORT and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows[DELETE SECTION IF NOT NEEDED]:

PORT

:

CONTRACTOR

R:

Per the PORT's Contract Documents, Physical Completion must be accomplished within [INSERT NUMBER OF DAYS] days of the original date of Substantial Completion. To achieve Physical Completion, the PORT must receive:

- Completion and inspection of punchlist items
- Receipt of record drawings showing all changes made during construction
- Receipt of Maintenance and Operations manuals
- Receipt of warranties
- Occupancy permit and/or related approvals by any and all Authorities Having Jurisdiction
- Liquidated Damages:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

PORT OF EVERETT
NORTON TERMINAL – PRELOAD AND MTCA 3RD
INTERIM ACTION

SECTION 00 65 16
CERTIFICATE OF SUBSTANTIAL COMPLETION

PORT OF EVERETT:

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Date: _____

CONTRACTOR:

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Date: _____



CERTIFICATE OF PHYSICAL COMPLETION

Date
Contractor
Address

Project Name:
Project Number:
Physical Completion Date:

This Certificate of Physical Completion applies to all Work under the Contract for the Project referenced above. The PORT has completed final inspection of the Work and is satisfied that the Work has been completed in accordance with the Contract. The CONTRACTOR has fulfilled all of its obligations with regard to Work according to the Contract. The Work is declared to be completed in full in accordance with the Contract on the Physical Completion Date referenced above.

To achieve Final Acceptance, the PORT must receive:

- Complete and legally effective releases or waivers (satisfactory to PORT) of all liens arising out of or filed in connection with the Work.
- Affidavits of wages paid
- Affidavit that all subcontractors and materialmen have been paid, and
- Other documents as required by the Contract Documents
- All Certified Payroll reports

Final Acceptance will be made by the Port Commission (projects over \$300,000) or Port Staff. Once that Final Acceptance has been made, it will trigger the claims (lien) filing periods referenced in RCW 39.08.030 and the retainage release periods referenced in RCW 60.28.

PORT OF EVERETT

Name
Title



CERTIFICATE OF FINAL ACCEPTANCE

Date
Contractor
Address

Project Name:
Project Number:
Final Acceptance Date:

This Certificate of Final Acceptance applies to all Work under the Contract for the Project referenced above. The PORT has completed final inspection of the Work and is satisfied that the Work has been completed in accordance with the Contract, the CONTRACTOR has provided to the PORT all documents required by the Contract, and the CONTRACTOR has fulfilled all of its obligations with regard to construction of the project according to the Contract. The Work is declared to be completed in full in accordance with the Contract on the Final Acceptance Date referenced above.

This triggers the claims (lien) filing periods referenced in RCW 39.08.030 and the retainage release periods referenced in RCW 60.28. The PORT will file a Notice of Completion of Public Works Contract with the Department of Revenue, Department of Employment Security and Department of Labor & Industries. The retainage balance can be distributed after the claims filing periods expires and releases have been received from the Department of Revenue, Department of Employment Security, and Department of Labor & Industries, and all claims or liens have been resolved.

PORT OF EVERETT

Name
Title

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GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS

1.1 Definition of Terms

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

Addendum	Written or graphic document issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.
Additional Work for Minor Changes	An amount established in the Contract Documents for inclusion in the Contract Price to cover Work which may or may not be carried out by the CONTRACTOR and which cannot be accurately quantified as of the bid opening date. Any amount included in the Contract Price but not authorized for expenditure in the course of performing the Work shall be deducted from the final Contract Price by way of a reconciling Change Order as outlined in Article 10.
Agreement	The written agreement executed by PORT and CONTRACTOR that binds the CONTRACTOR to perform the Work in accordance with the Contract Documents.
As-Built Drawings	A neatly and legibly marked set of Drawings by the CONTRACTOR that reflect the manner in which the Work has been performed in the field.
Bid	The offer of the Bidder submitted on the prescribed Bid Form setting forth the price or prices for the Work to be performed.
Bidder	Any business entity formally submitting a Bid for the work contemplated.
Bid Form	A price list that details a Bidder's lumps sums and unit prices for specific bid items to complete the Work as described in the Contract Documents.
Bonds	Bid, performance/payment bonds, retainage bonds, maintenance bonds, and other instruments of security.
Change Order	A written order to CONTRACTOR signed by PORT authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price, the Contract Time, or Contract Documents issued after the effective date of the Agreement.
Claim	A written demand or assertion by the CONTRACTOR in accordance with Article 14 after denial of a Change Order Proposal seeking, as a matter

	of right, adjustments of Contract terms, Contract Price, Contract Time, or other relief with respect to the terms of the Contract.
Closeout Administrative Requirements	Those administrative requirements that are not necessary for Physical Completion but which the CONTRACTOR must fulfill to complete the Work under the Contract prior to Final Acceptance.
Contract Documents	The Agreement, Addenda, CONTRACTOR's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Agreement execution), Invitation to Bid, the General Conditions, the Supplemental Conditions, the Federal Supplemental Conditions (if any), the Technical Specifications, the Drawings identified in the Project Manual, Change Orders executed by PORT and CONTRACTOR, Notice of Award, Notice to Proceed, and all other documents listed in the Agreement.
Contract Price	The Contract Price, as stated in the Agreement, which constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the work.
Contract Time	The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; (iii) achieve Physical Completion; and (iv) receive Final Acceptance.
Construction Schedule	The schedule prepared by the CONTRACTOR in accordance with the requirements of the Contract Documents and accepted by the ENGINEER setting forth the logical sequence of activities required for the CONTRACTOR's orderly performance and completion of the Work in accordance with the Contract and specifically to meet critical path and any specified Milestones. The Construction Schedule includes updates – whether by progress schedules(s), recovery schedule(s) or otherwise – required by the Contract.
CONTRACTOR	The business entity with whom PORT has entered the Agreement.
Critical Path	Critical Path is the longest, continuous sequence of interrelated activities that begins on the Contract Execution date and extends to Substantial Completion of the Work. The path represents interrelated activities throughout the network from beginning to end and determines the shortest time possible to complete the project. These activities are critical because delay to an activity on this particular path will impact Milestones or the Contract Time.
Day(s)	The term, regardless of whether capitalized, shall mean, a calendar day of twenty-four hours measured from midnight to the next midnight, unless otherwise designated in the Contract Documents.

Defective	An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, deficient, deemed unacceptable by ENGINEER, does not conform to the Contract Documents, does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to Physical Completion.
Drawings	The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and which are referred to in the Contract Documents.
Effective Date of the Agreement	The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.
ENGINEER	The Chief of Engineering & Planning of the PORT (or that position as the official title may change from time to time) and such representatives and agents as are authorized in writing to act on the Chief of Engineering & Planning's behalf.
Event	Any act, omission, directive, condition, instruction, or determination that the CONTRACTOR believes may entitle it to an adjustment in the Contract Time or Contract Price as described in Article 6.33.
Extra Work Order	A written order issued by ENGINEER which orders Minor Changes in the Work in accordance with Article 10, but which does not involve a change in the Contract Price or the Contract Time.
Field Order	A written statement to CONTRACTOR issued on or after the date of execution of the Agreement and signed by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions or to emergencies. A Field Order will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Field Order will be incorporated in a subsequently issued Extra Work Order or a Change Order following negotiations by the parties as to its effects, if any, on the Contract Price, or Contract Time, or both.
Final Acceptance	The PORT's formal, written acknowledgement as described in Article 12, reflecting completion and acceptance of the Work and completion of Closeout Administrative Requirements. Final Acceptance is required by Chapter 39.08 Revised Code of Washington and commences the time for submission of any third-party claims against the performance or payment bonds under Chapter 39.08 Revised Code of Washington

and statutory retainage under Chapter 60.28 Revised Code of Washington.

Final Payment	The payment to be made to the CONTRACTOR in accordance with Article 12. Final payment is not the payment to the CONTRACTOR for the retainage required by RCW 60.28 following satisfaction of the conditions necessary to release that retainage.
General Requirements	Division 1 of the Specifications.
Hazardous Materials	The term "Hazardous Materials" means any hazardous or toxic substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or listed by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and any amendments thereto, and any substances, materials or wastes that are or become regulated under federal, state or local law. Hazardous Materials (or substances) shall also include, but not be limited to: regulated substances, petroleum products, pollutants, and all other environmental contamination as defined by, and in all federal, state and/or local laws, rules, regulations, ordinances or statutes now existing or hereinafter enacted relating to air, soil, water, environmental, or health and safety conditions.
Inspector	The ENGINEER's authorized representative assigned to make inspections and record the progress of CONTRACTOR's performance of the Work. An Inspector may or may not be identified by the PORT in writing, but the ENGINEER will always confirm the authority of an Inspector upon request.
Liquidated Damages	The amount prescribed herein to be paid to the PORT, or to be deducted from any payments due or to become due the CONTRACTOR, for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Contract Documents.
Milestone	A specified milestone date in the Contract Documents by which the CONTRACTOR is required to complete or attain a designated portion of the Work. A Milestone may, for example, exist with respect to the end of Contract Time, a deadline for Partial Substantial Completion, a deadline for completion of a portion of the Work that would not constitute Substantial Completion, or Partial Substantial Completion, or some other specified occurrence.
Minor Changes	Additional work that may occur during the execution of the Work that does not change Contract Price or Contract Time.

Notice of Award	The written notice by PORT to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the condition's precedent enumerated therein, within the time specified, PORT will sign and deliver the Agreement.
Notice to Proceed	A written notice given by PORT to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform its obligation under the Contract Documents.
Pay Application	The form issued by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
Payment Bond	The form of security approved by the PORT, furnished by the CONTRACTOR and its surety guaranteeing the complete and faithful payment of all labor, material, equipment, and any other services necessary to execute the Work.
Performance Bond	The form of security approved by the PORT, furnished by the CONTRACTOR and its surety guaranteeing the complete and faithful performance of the construction of the Work as specified in the Contract Documents.
Physical Completion	A Milestone which occurs following Substantial Completion and prior to Final Acceptance as described in Article 12. The time at which all the Work has progressed to the point where (a) CONTRACTOR has completed all items identified on the Punch List and the items have been accepted by the ENGINEER (b) the CONTRACTOR has submitted and the PORT has accepted all required As-Built Drawings, (c) the CONTRACTOR has submitted final Operating and Maintenance Documentation, (d) the CONTRACTOR has submitted final Warranty Documentation, (e) the CONTRACTOR has submitted all Commissioning Reports, (f) the CONTRACTOR has completed closeout cleaning and fully and satisfactorily demobilized from the Project Site and any other PORT property provided for use under the Contract. Physical completion does not require completion of the Closeout Administrative Requirements.
Plans	Representation of the Work by drawings and engineering and architectural notes in the Contract Documents.
PORT	The PORT of Everett. Unless the context clearly requires otherwise, the term PORT includes all the PORT's commissioners, officers, employees and other authorized representatives.

Preconstruction Meeting	A meeting attended by the CONTRACTOR, PORT, and ENGINEER prior to the start of work, as described in Article 2.
Product Data	The illustrations, standard schedules, performance charts, brochures, diagrams, and other information furnished by the CONTRACTOR to illustrate a material, product, or system for some portion of the Work.
Project	The planned undertaking to complete the Work as defined in the Contract Documents.
Project Manager	The authorized representative of the ENGINEER, who is located on or near the Project Site and given all the duties and responsibilities and rights and authorities assigned to the ENGINEER in the Contract Documents.
Project Site	The location(s) where the Work will be performed or constructed by the CONTRACTOR as set forth in the Contract Documents. Project Site specifically includes areas identified by the PORT for CONTRACTOR's logistics or staging. It does not include any areas separately secured by the CONTRACTOR, a subcontractor of any tier, or Supplier for use in connection with the Work (e.g., CONTRACTOR's home office, an off-site fabrication plant, etc.).
Progress Payment	Periodic payments to the CONTRACTOR of the Contract Price for work completed in accordance with the Contract Documents. Progress Payments are made to the CONTRACTOR as outlined in Article 12.
Provide	The term, regardless of whether capitalized, shall mean the all-inclusive actions required to furnish, install, connect, commission, adjust, test, and otherwise make the Work ready for use or occupancy.
Punch List	A list(s) of the physical construction work, or other requirements of the Contract Documents, that remains to be completed or requires to be corrected after the achievement of Substantial Completion of the Work, which must be satisfactorily completed to attain Physical Completion.
Reference Documents	Drawings, specifications, reports, or other documents that do not specify Work required by the Contract Documents, but which provide supplemental information that offers insight into the means, methods, techniques, sequences, or procedures of construction that may be necessary to perform or accomplish the Work and which the PORT expects the CONTRACTOR to take notice of in preparing its Bid and performing the Work. Reference Documents are not, however, the exclusive source for such information.
Request for Information (RFI)	A document by which the CONTRACTOR requests clarification, verification, or information regarding a portion of the Work.

Samples	Physical examples that represent materials, equipment, or workmanship and establish standards by which the Work will be judged.
Schedule of Rates	A schedule of equipment and labor unit rates provided by the CONTRACTOR to be used in accordance with Article 10.
Schedule of Values	A schedule, prepared and maintained by CONTRACTOR, that allocates portions of the Contract Price to various portions of the Work and used as the basis for reviewing CONTRACTOR’s Pay Application.
Specifications	Those portions of the Contract Documents consisting of written requirements for contract administration, materials, equipment, systems, standards, workmanship, and for the performance of any related services. The Specifications include Division 0 (except the Bidding Requirements) through Division 48 (as applicable), which are generally bound together with other documents related to the Contract in one or more volumes commonly referred to collectively as the “Project Manual”.
Subcontractor	A business entity having a direct contract with CONTRACTOR for the performance of a portion of the Work.
Sub-Subcontractor	A Sub-Subcontractor is a business entity having a direct contract with a Subcontractor to perform a portion of the Work. The term Sub-Subcontractor means and includes Sub-Subcontractors at all tiers.
Submittals	Written or graphic documents (including electronic) or Samples required by the Contract Documents and prepared for the Work by the CONTRACTOR, a Subcontractor, or Supplier at any tier, and submitted to the PORT by the CONTRACTOR, including but not limited to, Working Drawings, Product Data, Samples, certificates, schedules of material, or other data required by the Contract Documents.
Substantial Completion	The time at which Work has progressed to the point where (a) it is sufficiently complete in accordance with the Contract Documents so that the PORT or its tenants have full, unrestricted and permanent occupancy and operational use of the Work or a portion thereof, (b) only minor or incidental physical work (Punch List) remains to be completed, (c) all systems and parts of the Work are commissioned and functional, (d) utilities are connected and operate normally, (e) CONTRACTOR has provided all occupancy permits and easement releases for that part of the Work so designated, and (f) all training required by the Contract Documents has been provided by the CONTRACTOR.

Supplementary Conditions	That portion of the Contract Documents that amend or supplement the General Conditions.
Supplier	A vendor, distributor, or materialman which supplies material or equipment used in the performance of the Work.
Surety	The company or association which bonds the CONTRACTOR for the acceptable performance of the Contract and for its payment of all obligations arising out of the Contract.
Time & Materials Work	Work performed on a reimbursable basis as set forth in Article 10.
Underground Facilities	All existing or furnished sewer, drainage, water supply systems, electrical, telephone, fiber optics, gas systems, and any other buried pipes, conduits, wires, vaults, structures, or tunnels.
Unit Price Work	Work to be paid for based on unit prices stated in the Contract or Change Order. Such Work to be measured for payment as described within the Contract Documents.
Warranty Documentation	Documentation required by the Contract Documents that pertains to and specifically describes the warranties for the completed Work. The Warranty Documentation may cover such topics as the length of the warranty, the manner of making a claim, and any accepted conditions on such warranty.
Work	The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, furnishing and incorporating materials, and providing equipment necessary to prosecute the construction effort as required by the Contract Documents.
Working Drawings	Shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, stress diagrams, bending diagrams for reinforcing steel, or other diagrams, plans, or data used to illustrate some portion of the Work which the CONTRACTOR is required to submit to the ENGINEER.

1.2 Abbreviations and Acronyms

AASHTO	American Association of State Highway & Transportation Officials
ACI	American Concrete Institute
AGC	Associated General Contractors of America
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute

APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering & Maintenance of Way Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning ENGINEERS
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builder's Hardware Manufacturing Association
CRSI	Concrete Reinforcing Steel Institute
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FHWA	Federal Highway Administration
FM	Factory Mutual
FS	Federal Specification
GA	Gypsum Association
IBC	International Building Code
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
ISO	Insurance Services Office
JIC	Joint Industrial Council
MSDS	Materials Safety Data Sheets
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers (International)
NBFU	National Board of Fire Underwriters
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NESC	National Electrical Safety Code
NIOSH	National Institute of Occupational Safety and Health
NFPA	National Fire Protection Association
OFCCP	Office of Federal Contract Compliance Programs
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
POE	PORT of Everett
PSCAA	Puget Sound Clean Air Agency
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Steel Structures Painting Council
SWI	Steel Window Institute
UFC	Uniform Fire Code
UMC	Uniform Mechanical Code

UL Underwriter's Laboratory
WISHA Washington Industrial Safety & Health Act Administration

END ARTICLE 1

ARTICLE 2: PRELIMINARY MATTERS

2.1 Acceptance of Proposal (Notice of Award)

The PORT will act within the bid validity period following the Bid opening date. The acceptance of a bid proposal will be a notice in writing, Notice of Award, signed by a duly authorized representative of the PORT and no other act of the PORT or its representatives will constitute an acceptance of a bid. The acceptance of a bid shall bind the successful Bidder to execute the Agreement and be responsible for Liquidated Damages as provided in the Supplemental Conditions.

2.2 Execution of Agreement (Contract)

2.2.1 By CONTRACTOR: The Bidder whose proposal is accepted shall execute the Agreement and furnish the required bonding within ten (10) calendar days after presentation of the Notice of Award and the Agreement for signature. The Agreement shall be deemed to be executed by the successful Bidder when at least one (1) counterpart copy of the Agreement, signed by an authorized officer of the corporation or company, the bonding and insurance required therein, and any other required documents are received by the PORT. Failure or neglect to execute the Agreement within the time specified may constitute a breach of the Agreement effected by the acceptance of the proposal. The damages to the PORT for such a breach shall include loss from interference with the general public works program of the PORT and other items whose accurate amount would be difficult or impossible to compute. The amount of the bid guarantee of the successful Bidder, who fails or neglects to execute the Agreement after proper notification of the Acceptance of the bid, shall be retained by the PORT.

2.2.2 By PORT: Upon receipt of the Agreement signed by the CONTRACTOR and other required documents, the properly authorized PORT representatives will execute the documents within ten (10) calendar days. A Notice to Proceed will be issued not sooner than ten (10) calendar days following complete execution of the Contract, unless otherwise agreed to by PORT. The ENGINEER or authorized representative and their address shall be designated in the Notice to Proceed.

2.2.3 Agreement Execution Completed: The Agreement shall be deemed to be completely executed when the Agreement, accompanied by the required bonds, liability and other necessary insurance and signed by the CONTRACTOR, are executed by the PORT.

2.3 Copies of Documents

The PORT shall furnish to CONTRACTOR one electronic copy of executed Agreement, one (1) set of Contract drawings, and one (1) copy (unless otherwise specified) of the Contract Documents. Additional copies to the extent desired shall be the responsibility of the CONTRACTOR.

2.4 Starting the Project (Notice to Proceed)

Work shall start on the date set forth in the Notice to Proceed as the date upon which Contract Times commence to run and shall be pursued diligently in accordance with the Construction Schedule found acceptable by the ENGINEER or an acceptable revision/update. The Work shall be completed within the time set forth in the Contract as modified by subsequent Change Order(s). No Work shall be done at the site prior to the date on which the Contract Times commence to run.

2.5 Contract Time

- 2.5.1 The Contract Time will commence to run on the effective date stated in the Notice to Proceed.
- 2.5.2 The Contract Time is that period allotted in the Supplementary Conditions and Contract Documents, as adjusted by Change Orders, for CONTRACTOR to achieve Substantial Completion and Physical Completion of the Work as more fully set forth in the Contract Documents.
- 2.5.3 The term day, as used in the Contract Documents, shall mean a calendar day unless otherwise specifically designated.
- 2.5.4 Progress and Completion
 - a. All time limits stated in the Contract Documents are of the essence of this Contract.
 - b. The CONTRACTOR shall begin the Work on the date indicated in the Notice to Proceed as set forth in the Supplementary Conditions and shall diligently prosecute the Work with adequate equipment and forces to bring the Work to completion within the Contract Time.

2.6 Extension of Time

- 2.6.1 Any extension of Contract Time must have the written approval of the PORT in the form of a Change Order. In event of delay in completion of the Work caused by acts of God, or the public enemy, or another contractor in the performance of a contract with the PORT, or caused by fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or weather, the sole and exclusive remedy of the CONTRACTOR will be an equitable extension of time allowed for completion.
- 2.6.2 Reasonable Delays. The CONTRACTOR should anticipate that some reasonable delays, including those caused by normal weather patterns, may occur. The CONTRACTOR shall not be entitled to any compensation, damages, or extension of the Contract Time for such reasonable delays.
- 2.6.3 Excusable Delays. The Contract Time may be extended without compensation by the PORT for a period equivalent to the time that the CONTRACTOR was delayed in the Work by one or more of the following causes, beyond the control of the PORT and the CONTRACTOR, occurring during the performance of the Work:
 - a. Fire or another casualty for which the CONTRACTOR is not at fault or otherwise responsible;
 - b. Strike, riot, war, or civil disorder;
 - c. Suspension of Work, or PORT authorized extension, due to unusual and severe weather;

- d. Suspension of Work due to other unsuitable conditions in accordance with Article 13.
- 2.6.4 Unreasonable Delays. Extensions of Contract Time, if any, shall be determined by the ENGINEER. Time extensions will be allowed only to the extent that completion of the Work is unreasonably delayed through no fault of the CONTRACTOR, which must in all cases be substantiated by impact to the Critical Path on the Construction Schedule. Any extension of the Contract Time by the PORT will be set forth in a Change Order, which shall specify the calendar days by which the Contract Time is to be increased.
- 2.6.5 No extension of time shall be allowed for any claimed delay which is caused by or results from concurrent delay or the fault, negligence, or collusion of the CONTRACTOR or its Subcontractors, suppliers, or any others, or any of their acts or failure to act or to timely perform the Work per the Contract. Failure to make timely submittals to the PORT, procure materials or workers, or perform the Work in accordance with the requirements of the Contract Documents, or to adequately plan for such functions will not be an adequate reason for an extension of Contract Time.
- 2.6.6 In no event, shall the CONTRACTOR be entitled to loss or damage, including a change in Contract Price for any delay in the CONTRACTOR's prosecution of the Work, even if such delay is caused by the PORT, except to the extent such acts or omissions of the PORT result in a delay to the Project's Critical Path, in which case the CONTRACTOR, may receive an adjustment to the Contract Price and/or an extension of Contract Time. Any request for such cost shall be established and documented by the CONTRACTOR in detail to the satisfaction of the ENGINEER. If the CONTRACTOR fails to fully comply with Article 6.33, its request for an extension of Contract Time, or adjustment to the Contract Price, is waived.

2.7 Before Starting Construction

- 2.7.1 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to PORT or ENGINEER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.
- 2.7.2 Within ten (10) Days after the execution date of the Agreement (unless otherwise specified in the General Requirements or the ENGINEER), CONTRACTOR shall submit to ENGINEER for review a Construction Schedule, as required in Article 6.21, indicating the starting and completion dates of the various stages of the Work including all Submittals. The Port may, at its sole discretion, deem the failure to provide a Construction Schedule a refusal to perform the Agreement. Under such circumstances, the Port may avail itself of all remedies, including but not limited to, a claim on the performance bond of CONTRACTOR, damages incurred because of reliance upon CONTRACTOR's representations, and other damages.
- 2.7.3 Within ten (10) days of the Notice to Proceed, CONTRACTOR shall submit to the ENGINEER a Schedule of Rates to be used when determining the cost of Time and Materials Work. Markup percentages are defined in Article 10. The Schedule of Rates

shall include but not be limited to labor rates and equipment rates. Time and Materials Work that involve Subcontractor's labor and equipment rates, may require a Subcontractor's Schedule of Rates if deemed necessary by the ENGINEER during the work. The ENGINEER reserves the right to request additional information to determine the reasonableness of the Schedule of Rates.

2.8 Preconstruction Meeting

Prior to Notice to Proceed, a Preconstruction Meeting will be held for review of the schedules, to establish procedures for handling Submittals, for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. The Contractor's on-site superintendent and PM shall attend the Preconstruction Meeting.

END ARTICLE 2

ARTICLE 3: CONTRACT DOCUMENTS: INTENT, CORRELATION, EXECUTION OF AND OWNERSHIP OF CONTRACT DOCUMENTS

3.1 Intent

- 3.1.1 The Contract Documents represent the entire and integrated agreement between the PORT and the CONTRACTOR. It supersedes all prior discussions, negotiations, representations or agreements pertaining to the Work, whether written or oral.
- 3.1.2 The Contract Documents may be altered only Change Order.
- 3.1.3 It is the intent of the Contract Documents to describe a complete project (or part thereof). The CONTRACTOR shall furnish all labor, materials, equipment and incidentals necessary to complete all parts of the Work. Compensation for the cost of the complete Work and for full performance of the Contract shall be considered as included in the Contract Price.
- 3.1.4 The Contract Documents (which set forth the rights and responsibilities of the Port and CONTRACTOR with respect to this Contract) shall be construed in accordance with the laws of the State of Washington.
- 3.1.5 Words, which have a well known technical or trade meaning and are used to describe Work, materials or equipment, shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of Advertisement for Bids (or on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of PORT or CONTRACTOR, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in Article 9.2.

3.2 Correlation of the Contract Documents

- 3.2.1 Each Contract Document is an essential part of the Contract between the PORT and the CONTRACTOR, and a requirement present in one Contract Document is binding as though it was present in all. The Contract Documents are intended to be complementary and prescribe and provide for all Work required by the Contract Documents. Anything mentioned in the Specifications and not shown in the Drawings or shown in the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. Any Work, materials, or equipment that has not been specifically included in the Contract Documents, but which is reasonably required to produce the intended result shall be provided by the CONTRACTOR as though it had been specifically included.
- 3.2.2 Conditions or Work not covered by the specifications may be described in other Contract Documents and shall be performed by the CONTRACTOR in accordance therewith and in accordance with the Specifications insofar as applicable. Work required by the Contract Documents for which a separate price is not provided in the

Contract Documents is considered incidental and all costs of the same are deemed to be included in the Contract Price.

- 3.2.3 The Drawings and Specifications listed in the Supplementary Conditions indicate only such details as are necessary to give a comprehensive idea of the Work.
- 3.2.4 To clarify the Work, the ENGINEER may furnish to the CONTRACTOR additional drawings, explanations, and clarifications, consistent with the Drawings, purpose and intent of the Contract Documents, as the ENGINEER may deem necessary to detail and illustrate the Work. The CONTRACTOR shall conform its Work to such drawings and explanations. The furnishing of such additional drawings, explanations, or clarifications shall not entitle the CONTRACTOR to an increase in the Contract Time or Contract Price.
- 3.2.5 If there are discrepancies between the various Contract Documents, the following order of precedence is applicable:
 - a. Agreement
 - b. Permits
 - c. Addenda
 - d. Supplementary Conditions
 - e. General Conditions
 - f. Division 01 General Requirements
 - g. All other specifications, including all remaining divisions, materials & system schedules, and attachments & drawings
 - h. Drawings, where details and callouts shall govern over general drawings, computed dimensions shall govern over scaled dimensions
 - i. Specific descriptions shall govern over general descriptions
 - j. All other sections in Division 00 not specifically identified above
- 3.2.6 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 any portion thereof, or in the event of any conflict between such applicable laws, codes, ordinances, regulations, or orders, the most stringent requirements of any of the above shall govern and be considered as a part of this Contract.
- 3.2.7 The organization of the Specifications and arrangement of Drawings shall not control the CONTRACTOR in dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade. Such division of Work is the sole responsibility of the CONTRACTOR.

3.3 Ownership and Reuse of the Contract Documents

The Contract Documents furnished to the CONTRACTOR shall remain PORT property and the PORT shall retain all intellectual property rights, including copyrights in same. They are to be used only with respect to this Project and are not to be used on any other project. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and, they shall not reuse any of them on extensions of the Project or any other project without written consent of PORT and ENGINEER and specific written verification or adaptation by ENGINEER.

3.4 No Warranties by the PORT

- 3.4.1 Any "bid quantities" set forth in the Bid Form are estimates only, being given only as a basis for the comparison of bids by the PORT. The PORT does not warrant, express or implied, that the actual amount of Work will correspond to those estimates. The right to increase or decrease the amount of any class or portion of the Work or to make other changes in the Work is reserved by the PORT in Article 10. The basis of payment for unit price items will be the actual substantiated quantities in accordance with the Contract Documents.
- 3.4.2 No information derived from inspection of records or reports of investigation concerning the Work or conditions (including soil or sub-surface conditions) at the site(s) of the Work made or provided by the PORT will in any way relieve the CONTRACTOR from its responsibility for properly performing its obligations under the Contract Documents. Such records and reports are provided solely for the convenience of the CONTRACTOR with no warranties whatsoever, express or implied, by the PORT. Such records and reports are not part of the Contract Documents. The CONTRACTOR shall make its own conclusions and interpretations from the data supplied, information available from other sources, and the CONTRACTOR's own observations.

END ARTICLE 3

ARTICLE 4: AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands

PORT shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by PORT, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in PORT's furnishing these lands or easements entitles it to an extension of the Contract Time, CONTRACTOR may make a request as provided in Article 10. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions: Investigations and Reports

4.2.1 Reports of Investigations and Tests

- a. General: Information and data reflected in the Contract Documents with respect to underground conditions and facilities at or contiguous to the site is based upon information and data furnished to the PORT and the ENGINEER by owners of such Underground Facilities or others, and the PORT does not assume responsibility for the accuracy or completeness thereof.
- b. Subsurface Information:
 1. Data on soil and subsurface conditions presented in the Specifications are not to be taken as definitive but are based on limited available information and the interpretation and opinions of the investigators; consequently, such data cannot be considered precise or complete, and the PORT makes no guarantee as to the completeness, accuracy, or precision of the data.
 2. CONTRACTOR shall familiarize itself with available information on subsurface conditions that could be expected to affect the performance of the Work or its Construction Schedule and cost associated with such performance. Reports of studies and investigations and other data obtained by, or on behalf of, PORT are available to CONTRACTOR for its use in developing an understanding of subsurface conditions. CONTRACTOR shall estimate the effect of known site conditions on the selection of construction equipment and methods, schedule, and costs of performing the Work under this Contract.
 3. The information presented in the above documents depicts subsurface conditions at the exploration locations at the time of exploration. This information is presented only for the convenience of the CONTRACTOR, and its presentation does not reduce or in any way limit the CONTRACTOR's responsibilities noted elsewhere in this section and in the Contract Documents. Entering the Agreement shall be conclusive evidence that the CONTRACTOR has reviewed available information regarding site conditions and is satisfied as to the nature of the Work to be performed, materials to be furnished, and the requirements of the Specifications.

4.2.2 CONTRACTOR may seek approval from the PORT to make its own subsurface investigations, at the CONTRACTOR's cost, to satisfy itself of the site and subsurface conditions and to provide information for CONTRACTOR-furnished engineering and

drawings. If such investigations are conducted, they shall be coordinated with the PORT. The results of any such investigations shall be provided to the PORT as soon as possible. Such reports are not part of the Contract Documents, unless authorized by the Port under Article 10.

4.3 Unknown Latent Physical Conditions

CONTRACTOR shall promptly notify PORT and ENGINEER in writing of any subsurface or physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. ENGINEER shall promptly review those conditions. If ENGINEER finds that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, ENGINEER may issue a change order or request a Change Order Proposal pursuant to Article 10.

4.4 Reference Points/Surveys

Prior to the start of Work and in accordance with the Contract Documents, PORT shall provide engineering survey information and reference points for vertical and horizontal control which in its judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of PORT. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

END ARTICLE 4

ARTICLE 5: BONDS AND INSURANCE

5.1 Performance Bond

- 5.1.1 CONTRACTOR shall furnish a duly executed performance bond upon a form acceptable to the Port within ten (10) calendar days following receipt of the Notice of Award. The bond shall be executed by a licensed surety (or sureties) which is registered with the Washington State Insurance Commissioner and the surety's name shall appear in the current Authorized Insurance Company List for the state of Washington published by the Office of the Insurance commissioner, and must be approved by the U.S. Department of Treasury as evidenced by a listing in the Federal Register. In addition, the surety or sureties must be rated "A-, FSC (6)", or higher by A.M. Best Rating Guide. The penal amount of the bond shall be in an amount equal to the Contract Price plus Washington State Sales Tax, if applicable, and conditioned upon the faithful performance of the Contract by the CONTRACTOR within the Contract Time.
- 5.1.2 If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in the state of Washington, or it ceases to meet the requirements as stated above, CONTRACTOR shall within five days thereafter substitute another Bond and Surety. PORT reserves the right to approve or reject any substitute Bond and Surety.

5.2 Payment Bond

- 5.2.1 CONTRACTOR shall furnish a duly executed payment bond upon a form acceptable to the Port, within ten (10) calendar days following receipt of the Notice of Award. The bond shall be executed by a licensed surety (or sureties) which is registered with the Washington State Insurance Commissioner and the Surety's name shall appear in the current Authorized Insurance company List in the state of Washington published by the Office of the Insurance Commissioner, and must be approved by the U.S. Department of Treasury as evidenced by a listing in the Federal Register. In addition, the surety or sureties must be rated "A-, FSC (6)" or higher by A.M. Best Rating Guide. The penal amount of the bond shall be in an amount equal to the Contract Price plus Washington State Sales Tax, if applicable, and conditioned upon the payment by the CONTRACTOR to all laborers, mechanics, Subcontractors, suppliers, and all persons who shall supply for the performance of the Work covered by this Contract.
- 5.2.2 If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in the state of Washington, or it ceases to meet the requirements as stated above, CONTRACTOR shall within five days thereafter substitute another Bond and Surety. PORT reserves the right to approve or reject any substitute Bond and Surety.

5.3 CONTRACTOR's Liability Insurance

- 5.3.1 CONTRACTOR shall purchase and maintain such commercial general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- a. Commercial General Liability Insurance on an Occurrence Basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: Bodily Injury Liability, Property Damage Liability (to include explosion, collapse and underground), Blanket Contractual Liability, Premises/Operations (including off-site operations), Broad Form Property Damage Liability, Products: Completed Operations Liability, Personal Injury Liability, Liability for Property of Others in the Care, Custody and Control of the CONTRACTOR.
 1. Commercial General Liability insurance shall be written on Insurance Services Office (“ISO”) occurrence form at least as broad as CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85 or substitute endorsement at least as broad providing equivalent coverage. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The PORT shall be named an insured under the CONTRACTOR’S Commercial General Liability insurance policy with respect to the Work performed for the PORT using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
 2. If this project involves work on, near or over water, the Port reserves its right to require a Commercial General Liability (CGL) policy with the CGL Marine exclusion removed or a Marine General Liability policy with coverages as specified in Article. In addition, the policy shall include the appropriate marine liability coverages as required by this project.
 3. If the Contractor utilizes drone(s) on-site, the Contractor shall provide evidence that the aircraft exclusion has been removed from the Commercial General Liability or shall provide a separate policy covering the use of drones in an amount not less than \$1,000,000 per occurrence.
- b. Comprehensive Automobile Liability in an amount not less than \$1,000,000 per occurrence including but not limited to: Bodily Injury Liability, Property Damage Liability, Personal Injury Liability, Owned and Non-Owned Auto Liability, Hired and Borrowed Auto Liability
 1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles as well as employee vehicles utilized in performance of the Work or at the Work site shall be provided. Coverage shall be primary with respect to the PORT and shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. The insurance policy shall be endorsed to provide contractual liability coverage.
- c. Vessel Liability: If CONTRACTOR or any subcontractor of any tier purposes to use watercraft as a part of this project, the following insurance will be required, unless waived in writing:

1. Vessel Protection and Indemnity Insurance (including Masters and members of the crew) with limits of liability not less than \$1,000,000 per occurrence. The Port of Everett shall be named by endorsement as an Additional Insured and a Waiver of Subrogation endorsement shall be provided.
 2. Vessel Pollution Liability with limits of liability at least equal to the Protection and Indemnity limit of liability. The Port of Everett shall be named by endorsement as an Additional Insured and a Waiver of Subrogation endorsement shall be provided.
 3. Hull & Machinery coverage equal to the actual cash value of the vessel.
- d. Worker's Compensation as required by Washington law and Employer's Liability Insurance (Stop Gap) with limits not less than \$1,000,000 per occurrence. If the PORT authorizes sublet work, the CONTRACTOR shall require each subcontractor to provide Worker's Compensation Insurance for its employees, unless the CONTRACTOR covers such employees.
- e. Builder's Risk
1. If Builder's Risk is required, the PORT will purchase and maintain a Builder's Risk policy in 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 Acceptance has been achieved or until no person or entity other than the PORT has an insurable interest in the property, whichever is later. This insurance shall include interests of the PORT, the CONTRACTOR, and Subcontractors of any tier on the Project.
 2. There may be some differences between this Section and the builder's risk insurance secured by the Port; therefore, the CONTRACTOR shall provide an 'installation floater' or similar property coverage for materials not yet installed, whether stored on site or off site or in transit, and the CONTRACTOR shall obtain property coverage for all CONTRACTOR-owned equipment and tools.
 3. Each loss may be subject to a deductible. The CONTRACTOR shall be responsible for all or a portion of the deductible, as outlined in the Supplementary Conditions. All tools and equipment not intended as part of the construction or installation shall be the sole responsibility of the CONTRACTOR.
- f. USL&H Insurance and Jones Act. This project may have situs and status and may require Workers' Compensation coverage for certain Federal acts (USL&H or Jones Act). Unless otherwise specified in the Supplementary Conditions, the CONTRACTOR has the sole responsibility for determining if these acts are applicable. If they are applicable, the CONTRACTOR has sole responsibility for procuring the appropriate coverage and providing evidence of such coverage to the PORT. 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 all liability, cost and damages.

- g. Contractor Pollution Liability may be required as noted in the Supplementary Conditions.
- 5.3.2 Coverage in the amounts of these minimum limits shall not be construed as to relieve the CONTRACTOR from liability in excess of such limits. The Additional Insured Endorsement shall NOT be limited to the amounts specified by the Contract Documents unless expressly waived in writing by the PORT.
- 5.3.3 CONTRACTOR shall comply with the following conditions and procure and keep in force during the term of this Agreement, at CONTRACTOR's own cost and expense, the policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than VII, by A.M. Best Company and which are acceptable to the PORT.
- 5.3.4 The CONTRACTOR'S insurance coverage shall be primary insurance as respect to the PORT. Any insurance, self-insurance or other coverage maintained by the PORT shall be for the protection of the PORT and excess to the CONTRACTOR'S insurance and shall not contribute with it. The above liability policies shall be endorsed to contain a provision that the policy shall not be canceled or materially changed without 30 days' prior written notice by certified mail, return receipt requested, has been given to the PORT. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the CONTRACTOR to furnish the required insurance during the term of this Agreement.
- 5.3.5 Upon written request by the PORT, the Insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- 5.3.6 Within 10 days of Notice of Award and prior to execution of the Contract, CONTRACTOR shall provide the PORT with a Certificate of Insurance acceptable to the PORT evidencing the above-required insurance and naming the Port of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. The PORT shall be named as an Additional Insured by endorsement using ISO Form CG 2010 or equivalent. Receipt by the PORT of any certificate showing less coverage than required is not a waiver of the CONTRACTOR's obligations to fulfill the requirements.
- 5.3.7 CONTRACTOR'S Insurance for Other Losses. The CONTRACTOR shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, CONTRACTOR'S employee owned tools, machinery, equipment, or motor vehicles owned or rented by the CONTRACTOR, or the CONTRACTOR'S agents, suppliers or subcontractors as well as to any temporary structures, scaffolding, and protective fences.
- 5.3.8 CONTRACTOR certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington which requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. CONTRACTOR shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. CONTRACTOR shall

provide the PORT with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

- 5.3.9 In case of the breach of any provision of this Article, the PORT may, at its option and with no obligation to do so, provide and maintain at the expense of CONTRACTOR, such types of insurance in the name of the CONTRACTOR, and with such insurers, as the PORT may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to CONTRACTOR under this Agreement or may demand CONTRACTOR to promptly reimburse the PORT for such cost.
- 5.3.10 If the CONTRACTOR is required to make corrections to the Work after Final Acceptance, 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.

5.4 Acceptance of Insurance

If the PORT has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5.3 based on its not complying with the Contract Documents, PORT will notify CONTRACTOR in writing thereof within ten (10) days of the date of delivery of such certificates to PORT.

END ARTICLE 5

ARTICLE 6: CONTRACTOR'S RESPONSIBILITIES

6.1 Examination of the Site of Work and Contract Documents

- 6.1.1 By executing the Agreement, the CONTRACTOR represents that it has carefully examined and investigated the site(s) of the Work, including material site(s), and the Contract Documents. The submission of its Bid shall be conclusive evidence that the CONTRACTOR represents and acknowledges that it has made such examinations and investigations and is satisfied as to the conditions to be encountered in the performance of the Work, including the character, quantity, quality, and scope of the Work, safety precautions to be undertaken, the quantities and qualities of materials to be supplied, the character of soils and subsurface materials, and equipment and labor to be used, the requirements of all Contract Documents, and how all such requirements correlate to the conditions at the site(s) of the Work.
- 6.1.2 CONTRACTOR shall provide any work or materials, the provision of which is clearly implied and is within the scope of the Contract Documents, even if the Contract Documents do not mention them specifically.
- 6.1.3 The CONTRACTOR shall determine from careful examination of the Contract Documents and the site of the Work, the methods, materials, labor, and equipment required to perform the Work in full, and the CONTRACTOR shall reflect the same in its Bid.

6.2 Error, Inconsistency, Omission or Variance in the Contract Documents

Throughout the duration of the Agreement, the CONTRACTOR shall carefully study and compare the Contract Documents and shall at once report to the ENGINEER any error, inconsistency, omission, or variance from applicable laws, statutes, codes, ordinances, or regulations which it discovered. If the CONTRACTOR shall promptly report such discovery prior to commencement of any portion of the Work affected by any such error, inconsistency, omission, or variance the CONTRACTOR shall not be liable to the PORT for damage resulting from such error, inconsistency, omission, or variance. If, however, the CONTRACTOR fails either to carefully study and compare the Contract Documents, or to promptly report the discovery of any error, inconsistency omission, or variance known or believed by the CONTRACTOR to exist, the CONTRACTOR shall assume full responsibility therefore and shall bear all costs, liabilities and damages attributable to such error, inconsistency, omission, or variance.

6.3 Supervision and Construction Procedures

- 6.3.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, and for coordinating all portions of the Work under the Contract, including the work of Subcontractors, Sub-Subcontractors, Suppliers and all other persons performing a portion of the work. CONTRACTOR shall be responsible to see that the finished Work complies accurately and completely with the Contract Documents.
- a. Either the CONTRACTOR, in person, or an authorized representative shall remain on site whenever the Work is underway. Before the Work begins, the CONTRACTOR shall name in writing an experienced project manager and superintendent who understand the Contract and are able to supervise the Work.

- b. Any project manager or superintendent who repeatedly fails to follow the ENGINEER's written or oral orders, directions, instructions, or determinations shall be subject to removal from the Project. Upon the written request of the ENGINEER, the CONTRACTOR shall immediately remove such project manager or superintendent and name a replacement in writing.
 - c. At the ENGINEER's written request, the CONTRACTOR shall immediately remove and replace any incompetent, careless, or negligent employee.
 - d. Non-compliance with the ENGINEER's request to remove and replace personnel at any level shall be grounds for terminating the Contract under the terms of Article 13.
- 6.3.2 The CONTRACTOR shall keep a competent project manager or superintendent at the site of the Work continuously during its progress. Such personnel shall not be replaced without written notice to PORT and ENGINEER except under extraordinary circumstances. The PORT reserves the right to approve or disapprove replacement personnel.
- 6.3.3 In addition, Subcontractors shall keep competent supervision at the site of the Work continuously during its progress. Such personnel shall not be replaced without written notice to PORT and ENGINEER except under extraordinary circumstances. The PORT reserves the right to approve or disapprove replacement personnel.
- 6.3.4 The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.
- 6.3.5 The CONTRACTOR may not assign any portion of this Contract without the PORT's prior written consent.
- 6.3.6 The CONTRACTOR shall be fully responsible to the PORT for the acts or omissions of its employees, agents, Subcontractors, Sub-Subcontractors, suppliers, and their agents and employees, and all other persons who are to perform any of the Work.

6.4 Labor, Materials, and Equipment

- 6.4.1 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline, take reasonable care and order at the Project Site.
- 6.4.2 CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution and completion of the Work.
- 6.4.3 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports, shop drawings, or required tests) as to the kind and quality of materials and equipment.
- 6.4.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

6.5 Prevailing Wages

- 6.5.1 The wage rates to be paid all laborers, workers, and mechanics who perform any part of this Contract shall be not less than the prevailing wage rates as required by Chapter 39.12 RCW. This requirement applies to laborers, workers, and mechanics whether they are employed by the CONTRACTOR, Subcontractors, Sub-Subcontractors, or any other person who performs a portion of the Work contemplated by the Contract Documents.
- 6.5.2 The prevailing wage rates as provided by the Industrial Statistician of the Washington State Department of Labor & Industries are incorporated in the Contract Documents. In referencing such rates, the PORT does not imply or warrant that the CONTRACTOR will find labor available at those rates. It is the CONTRACTOR's sole responsibility to determine the most current wage rates applicable. These rates shall remain in effect for the duration throughout CONTRACTOR's performance of the Work.
- 6.5.3 In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved 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 & Industries and the Director's decision therein shall be final and conclusive and binding on all parties involved in the dispute, as provided for by RCW 39.12.060.
- 6.5.4 The CONTRACTOR shall, pursuant to RCW 39.12.040, file with the PORT a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid" for itself and all Subcontractors and Sub-Subcontractors in performance of the Work. Such Statements or Affidavits require the approval of and the certification of the Industrial Statistician of the Department of Labor & Industries before such Statements or Affidavits are submitted to the PORT. Any fees for such approval and certification shall be paid by the CONTRACTOR. Any change in the fee will not be grounds for revision in Contract Price.
- 6.5.5 The PORT will not make any payments until the CONTRACTOR and all Subcontractors and Sub-Subcontractors performing work during the period for which payment is being requested have approved Statements of Intent to Pay Prevailing Wages on file with the Department of Labor & Industries.
- 6.5.6 The CONTRACTOR, by signing the Pay Application, confirms that the prevailing wages, for CONTRACTOR's employees and all Subcontractors and Sub-Subcontractors have been paid in accordance with the pre-filed statement or statements on file with the Department of Labor and Industries and the PORT.
- 6.5.7 The Affidavit of Wages Paid is filed after all the Work is completed. The PORT will not issue Final Acceptance until the CONTRACTOR and all Subcontractors and Sub-Subcontractors Affidavits of Wages paid are approved by the Department of Labor & Industries.

6.6 Equivalent Materials and Equipment, "or Equal"

- 6.6.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by ENGINEER if sufficient

information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent to that named. The procedure for review by ENGINEER will be as set forth in paragraph sections 6.6.2 and 6.6.3 below as supplemented in the General Requirements.

- 6.6.2 Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall:
- a. Make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform equal to the functions specified in the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified.
 - b. The application will state whether acceptance of the substitute for use in the Work will require a change in the Contract Documents to adapt the design to the substitute and whether incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated.
 - c. The application will also contain an itemized estimate of all costs or reduction in costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute.
 - d. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered or installed without ENGINEER's prior written acceptance.
 - e. PORT may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.
- 6.6.3 ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Drawings or Specifications occasioned thereby. **Whether ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse PORT for the charges of ENGINEER and ENGINEER's consultants for evaluating any proposed substitute.**

6.7 Disposal of Waste Materials

- 6.7.1 Waste material is defined as all material from demolition, excavation, dredging, or other source that is unsuitable to, or in excess of the needs of the Work, or material that is designated for removal and disposal off PORT property. Unless otherwise specified, all waste materials shall become the property of the CONTRACTOR and shall be disposed of in accordance with Snohomish County Solid Waste Regulations.
- 6.7.2 The CONTRACTOR is solely responsible for the lawful managing and disposal of waste material and shall indemnify, defend and hold the PORT harmless from all liability, damages, claims, lawsuits, penalties and expenses, whether direct, indirect or consequential (including but not limited to attorney's and consultant's fees and other expenses of litigation or arbitration) arising from or in any way connected with, the

demolition, excavation, removal or disposal of materials, except as specified for hazardous materials

- 6.7.3 The value of waste materials, if any, shall be reflected in the total Contract Price.
- 6.7.4 Should the CONTRACTOR, during the Work, encounter site materials that it believes may be hazardous, potentially hazardous, infectious, toxic or dangerous, it shall immediately notify the PORT. Waste materials containing substances classified as hazardous, potentially hazardous, infectious, toxic, or dangerous under applicable Local, State or Federal regulations, shall be disposed of in strict compliance with all regulations, the Contract Documents, and as directed by the PORT.
- 6.7.5 The PORT will retain title to all hazardous waste presently on-site encountered during demolition, removal, and excavation. The PORT will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-contractor generated hazardous wastes. Nothing contained within these Contract Documents shall be construed or interpreted as requiring CONTRACTOR to assume the status of Owner or generator of hazardous waste substances for non-contractor generated hazardous wastes. This does not include hazardous materials generated by the CONTRACTOR, such as used motor oils, lubricants, cleaners, or other similar materials.
- 6.7.6 CONTRACTOR shall follow Department of Ecology, Environmental Protection Agency, and all other regulations regarding reporting the disposal of all materials.

6.8 Subcontractors and Sub-Subcontractors

- 6.8.1 CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom PORT may have reasonable objection. A Subcontractor or other person or organization identified in writing to PORT by CONTRACTOR prior to the Notice to Proceed and not objected to in writing by PORT prior to the Notice of Award will be deemed acceptable to PORT. Acceptance of any Subcontractor, other person or organization by PORT shall not constitute a waiver of any right of PORT to reject defective Work. If PORT after due investigation has objection to any Subcontractor other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person, or organization against whom CONTRACTOR has objection.
- 6.8.2 CONTRACTOR shall be fully responsible for all acts and omissions of its Subcontractors, of persons and organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between PORT and any contractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of PORT to pay or to see to the payment of any moneys due any contractor or other person or organization, except as may otherwise be required by law. PORT may furnish to any

Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR because specific Work done.

- 6.8.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.
- 6.8.4 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of PORT. The PORT reserves the right to obtain copies of any Subcontractor and supplier agreements at any tier from the CONTRACTOR.
- 6.8.5 In accordance with RCW 39.06.020, the CONTRACTOR must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria as listed below and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.
- a. Have a certificate of registration in compliance with chapter 18.27 RCW;
 - b. Have a current state unified business identifier (UBI) number;
 - c. If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51 RCW;
 - d. If applicable, have an employment security department number as required in Title 50 RCW;
 - e. If applicable, have a state excise tax registration number as required in Title 82 RCW; and
 - f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

6.9 Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work, and if to the actual knowledge of PORT its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by PORT in the Contract Documents. CONTRACTOR shall indemnify and hold harmless PORT and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.10 Permits

- 6.10.1 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. PORT shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. 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 permits or licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of utility service companies for connections to the Work. CONTRACTOR shall comply with all conditions of these permits. Copies of all permits must be posted at the CONTRACTOR's project field office.
- 6.10.2 Where applicable law, regulations, ordinances or agency policy prohibits the issuance of a necessary temporary operational or other permit to entities other than a public agency, the PORT will support the CONTRACTOR's request for such permit and will accept the permit in the PORT's name, but only if:
- a. The CONTRACTOR takes all necessary action leading to the issuance of the permit;
 - b. The permit is determined to be in the public interest;
 - c. The permit applies only to Work performed in connection with this project;
 - d. The CONTRACTOR agrees in writing, in a form approved by the PORT, to abide by all requirements of the permit, and to defend and hold harmless the PORT from any liability in connection with Work prosecuted under the permit; and
 - e. The CONTRACTOR agrees, in writing, to indemnify, defend, and hold the PORT harmless from all expenses incurred in connection with such permit.
- 6.10.3 All costs incurred in connection with permits and licenses shall be considered incidental to the Contract and included in the Contract Price. Loss of time, if any, suffered by the CONTRACTOR due to unreasonable delays in obtaining permits or licenses may be considered in relation to a request by the CONTRACTOR for an adjustment to the Contract Time in accordance with Article 6.33 and Article 10.
- 6.10.4 CONTRACTOR is responsible to notify in writing appropriate agencies at the start of construction.
- 6.10.5 The CONTRACTOR is responsible to ensure that all necessary inspections have been completed and the permits secured by the CONTRACTOR are closed out prior to Physical Completion.

6.11 Laws and Regulations

- 6.11.1 CONTRACTOR shall give all notices and comply with any laws, ordinances, rules, or regulations applicable to the Work.
- 6.11.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws, ordinances, rules, or regulations applicable to the Work, CONTRACTOR shall give ENGINEER prompt written notice. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom.

6.12 Taxes

CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws of the state of Washington.

6.13 Use of Premises

6.13.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

6.13.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish, debris, tools, appliances, construction equipment, machinery, and surplus materials from the premises. The CONTRACTOR shall leave the site clean and ready for occupancy by PORT. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

6.13.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or forces that will endanger it. In the event that such damage occurs, the CONTRACTOR shall indemnify the PORT subject to the terms of the Contract Documents.

6.14 Project Site Documents

6.14.1 CONTRACTOR shall keep one marked up copy of all Specifications, Drawings, Addenda, Change Orders, Submittals, Shop Drawings, and Samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER for examination and shall be delivered to the ENGINEER at Physical Completion.

6.14.2 The Contract Drawings shall be marked to truly record all changes made during construction defining the "as-built" conditions. The location of all existing or new underground piping, valves and utilities, and obstructions as located during the Work, shall be appropriately marked on the ground until the CONTRACTOR incorporates the actual field location dimensions and coordinates into the Project's record drawings. The Project's As-Built drawings shall be updated on a regular basis and before elements of the Work are covered or hidden from view. After the completion of the Work or portions of the Work and before requesting final inspection, the record copy of the Drawings shall be given to the ENGINEER.

6.15 Safety and Protection

6.15.1 CONTRACTOR shall be responsible for all safety and protection in connection with the Work.

6.15.2 The CONTRACTOR shall be responsible for providing adequate safeguards, safety devices, protective equipment, and other needed actions to protect the life, health, and safety of the public and to protect property in connection with the performance of the Work covered by the Contract.

- 6.15.3 CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- a. All employees involved with the Work and any other persons who may be affected thereby,
 - b. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
 - c. Other property at the site or adjacent thereto, including vegetation, walks, pavements, roadways, structures, equipment, facilities, and utilities not designated for removal, relocation or replacement in the course of construction.
 - d. It shall be the CONTRACTOR's responsibility to protect the Work and other property and repair any damages to the Work and other property until Physical Completion, as defined in Article 12, has been achieved.
- 6.15.4 CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- 6.15.5 CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- 6.15.6 All damage, injury or loss to any property referred to in Article 6.15.1 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR.
- 6.15.7 CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to PORT.
- 6.15.8 CONTRACTOR's responsibility for safety and protection shall apply continuously and shall not be limited to the CONTRACTOR's normal working hours. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until the Work has achieved Physical Completion.

6.16 Emergencies

In emergencies affecting the safety or protection of persons, the Work, property at the site, or property adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or PORT, is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

6.17 Submittals

6.17.1 The CONTRACTOR shall provide to the ENGINEER all Submittals required by the Contract Documents accompanied by a "submittal transmittal" form. Such Submittals shall be given to the PORT in a complete and final form at least 30 days prior to any CONTRACTOR need for a response or such other longer time that may be needed to allow time for detailed review by the ENGINEER or others. The CONTRACTOR shall take into account sufficient time for the possibility of rejection of the Submittal, needed revisions, and resubmittal review time.

- 6.17.2 By providing Submittals the CONTRACTOR represents that it has determined and verified all materials, field measurements, and related field construction criteria are in accordance with the Contract Documents, and that the CONTRACTOR has checked and coordinated the information contained within the submittal with the requirements of the Work and the Contract Documents.
- 6.17.3 At the time of submission of each Submittal, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the Submittals or Samples may have from the requirements of the Contract Documents.
- 6.17.4 ENGINEER's review of any Submittal shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions or programs incident thereto. Review by the ENGINEER of the CONTRACTOR's Submittals shall not relieve the CONTRACTOR of responsibility for the accuracy of dimensions and details. Such review shall likewise not constitute acceptance by the ENGINEER of the correctness or adequacy of such Submittals, nor shall it constitute a representation or warranty by the PORT that the Submittals will satisfy the requirements of the Contract Documents. The review of a specific item shall not indicate approval of an assembly in which the item functions. The ENGINEER'S review of a Submittal shall not relieve the CONTRACTOR from responsibility for errors or omissions in the Submittals.
- 6.17.5 Any Work delayed because of a rejected Submittal is deemed to be entirely the CONTRACTOR's risk, and shall not be the basis for a Notice of Event by the CONTRACTOR for additional compensation or an extension of Contract Time.
- 6.17.6 Submittals marked "subject to change" or the like will not be reviewed. The ENGINEER is not required to review Submittals that depend for their review on other Submittals not yet submitted.
- 6.17.7 When resubmitting a Submittal, the CONTRACTOR shall direct specific attention, in writing or on the resubmittal itself, to all revisions it has made. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous Submittals. The costs incurred by the ENGINEER to review resubmitted Submittals may be offset from any monies due the CONTRACTOR when the CONTRACTOR has failed to comply with this Article.
- 6.17.8 No portion of the Work requiring a Submittal shall be commenced until the Submittal has been reviewed and returned as set forth in this article and as supplemented in the General Requirements. All portions of the Work involving Submittals shall be performed in accordance with the returned Submittals.

6.18 Utilities and Similar Facilities

- 6.18.1 The CONTRACTOR shall protect all private and public utilities from damage resulting from the Work. Among others, these utilities include but are not limited to: telephone, fiber optics, telemetry, and power lines; pipelines, gas lines, sanitary sewer, drainage, and water lines; railroad tracks and equipment; and lighting and signage systems. All costs required to protect public and private utilities shall be at the CONTRACTOR's expense, except as provided otherwise in this section.

- 6.18.2 RCW 19.122 relates to underground utilities. In accordance with this RCW, the CONTRACTOR shall call the One-Number Locator Service for field location of utilities. If no locator service is available for the area, notice shall be provided individually to those owners of utilities known to, or suspected of, having Underground Facilities within the area of the proposed excavation.
- 6.18.3 If the Work requires removing or relocating a utility, the Contract will assign the task to the CONTRACTOR or the utility owner. When the task is assigned to the CONTRACTOR, it shall be performed in accordance with the Contract Documents. New utility construction shall be performed per the appropriate Contract requirements.
- 6.18.4 To ease or streamline the Work for its own convenience, the CONTRACTOR may desire to ask utility owners to move, remove, or alter their equipment in ways other than those listed in the Contract Documents. The CONTRACTOR shall make the arrangements and pay all costs that arise from work performed by the utility owner at the CONTRACTOR's request. Two weeks prior to implementing any such utility work, the CONTRACTOR shall submit plans and details to the ENGINEER for review describing the scope and schedule for all work performed by the utility owner at the request of the CONTRACTOR.
- 6.18.5 In some cases, the Plans or Specifications may not show all Underground Facilities. If the Work requires these to be moved or protected, the ENGINEER will assign the task to others or request a Change Order Proposal from the CONTRACTOR.
- 6.18.6 Any authorized agent of the PORT may enter the Project Site to repair, rearrange, alter or connect their equipment. The CONTRACTOR shall cooperate with such effort and shall avoid creating delays or hindrances to those doing the work, and shall coordinate work schedules as needed.

6.19 Warranties

- 6.19.1 All Work will be of good quality, free from fault or defect, and in strict accordance with the requirements of the Contract Documents. Any Work not conforming to the foregoing warranty, including unapproved or unauthorized substitutions, shall be considered defective.
- 6.19.2 General Warranty
 - a. If, within one year after Physical Completion or such longer period as may be prescribed by law or the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in conformance with the Contract Documents, the CONTRACTOR shall, at its sole cost, promptly correct such defect or non-conforming Work after receipt of written notice from the PORT. If any longer warranty is specified under the Contract Documents, then the longer warranty period shall govern. This does not exclude any remedies the Port may have elsewhere in this Contract, or, as may be allowed by law. The obligation of this Article shall survive termination of the Contract.
 - b. Work corrected by the CONTRACTOR under Article 6.25 shall also be subject to the provisions of this Article for a one-year period, or such longer period in accordance with the Contract Documents, from the date the PORT accepts the corrected Work.
 - c. Nothing contained in this section shall be construed to establish a period of limitation (whether legal, equitable, or otherwise) with respect to any other

obligation imposed on the CONTRACTOR by the Contract Documents, including but not limited to, the obligation imposed by Articles 6.25 and 6.26.

- d. The establishment of the warranty time period after the date of Physical Completion required by the Contract Documents relates only to the specific obligation of the CONTRACTOR to correct defective or non-conforming Work, and bears no relationship to the time within which the CONTRACTOR's obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CONTRACTOR's liability with respect to obligations imposed on it by the Contract Documents or as otherwise may exist in law.

- 6.19.3 All Subcontractors', Sub-Subcontractors', manufacturers', and Suppliers' warranties and guarantees, expressed or implied, respecting any part of the Work and all materials used therein shall be obtained and enforced by the CONTRACTOR for the benefit of the PORT without the necessity of separate transfer or assignment thereof. When directed by the ENGINEER or required by the Contract Documents, the CONTRACTOR shall require that Subcontractors, Sub-Subcontractors, manufacturers, and Suppliers execute separate warranties and guarantees in writing directly to the PORT. Warranty provisions which support to limit or alter the PORT's rights under the Contract Documents are null and void.
- 6.19.4 The CONTRACTOR warrants that title to all Work, materials and equipment covered by a request for a progress payment or final payment will pass to the PORT either by incorporation in the construction or upon the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances. The CONTRACTOR further warrants that no Work, materials, or equipment covered by a Pay Application will have been acquired by the CONTRACTOR, or by any other person performing Work or furnishing materials and equipment for the project, which Work, materials, or equipment are subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller of the same or is otherwise imposed by the CONTRACTOR or other person.

6.20 Disruptions Caused by Labor or Other Disputes

- 6.20.1 Definition: The term "dispute" as used in this paragraph includes labor-related and non-labor-related disputes, whether the persons or other entities involved in the dispute have an employment relationship with either the CONTRACTOR or the PORT. Examples of such disputes include, but are not limited to, informational or other picketing, and all other forms of concerted or non-concerted activity.
- 6.20.2 Required CONTRACTOR Actions: The CONTRACTOR will take all reasonable steps to prevent all disputes arising from the presence of or the performance of the Work by the CONTRACTOR, its Subcontractor, Sub-Subcontractors or Suppliers, from disrupting the Project or otherwise interfering with access to PORT property by the PORT, its agents, employees, tenants or employees thereof, or other contractors engaged on or near the site of the Work. If such dispute disrupts the progress of the Work or interferes with access to PORT property, the CONTRACTOR shall promptly and expeditiously take all reasonable action to eliminate or minimize such disruption or interference, including but not limited to:

- a. Utilizing all reasonable means to prevent all unlawful conduct or picketing, or to restrict all lawful picketing or other activities to a single entrance to PORT property;
 - b. Posting notices or signs which advise interested persons and labor organizations that a particular entrance to PORT property is for the employees or "primary" or, as the case may be, "neutral" employers;
 - c. Policing entrances to assure that only authorized personnel may use the same;
 - d. Notifying all interested labor organizations of the "primary" or "neutral" status of particular entrances;
 - e. Upon the request of the PORT, altering or rerouting the access to the site(s) of the Work; and
 - f. In the event, any such picketing or activity is unlawful or has a secondary impact upon the employees of neutral employers, tenants or their suppliers or contractors, promptly and expeditiously taking appropriate action to seek recourse through the appropriate governmental agency or state or federal courts to limit the location of such picketing to reduce the impact thereof upon neutral employers.
- 6.20.3 The PORT will cooperate with the CONTRACTOR to accomplish the foregoing actions and will render its assistance where appropriate; however, the PORT shall have the right, without providing additional compensation to the CONTRACTOR, to direct the CONTRACTOR to modify any of the foregoing actions which the CONTRACTOR has taken or plans to take, or to overrule such actions, to designate the entrances to be used as "primary" or "neutral" entrances, and to take appropriate legal action in order to protect the interests of the PORT and those of its tenants and other contractors. The foregoing actions to be taken by the CONTRACTOR are the CONTRACTOR's primary responsibility. Neither the failure of the PORT to request that the CONTRACTOR take a specific action nor the exercise by the PORT of its rights under this paragraph shall modify or constitute a defense to or waiver of the obligations imposed upon the CONTRACTOR in this Article.
- 6.20.4 Failure to take the action described above or to comply with the directives of the PORT shall be considered a material breach of the Contract Documents.
- 6.20.5 If and to the extent that the CONTRACTOR fails to satisfy the obligations imposed on it, the CONTRACTOR shall be liable for and defend, indemnify and hold harmless the PORT, Commission, ENGINEER, and all other officers, employees, and agents of the PORT from all liability, claims, damages, losses, and expenses including but not limited to, attorneys' and consultants' fees and other expenses of litigation or arbitration brought against the PORT by a third party including, but not limited to, lessees, tenants, contractors, customers, licensees and invitees of the PORT for injunctive relief or for monetary losses caused by loss of use, lost revenue, or interference with the activities of the PORT or such third party.
- 6.20.6 The CONTRACTOR shall pay all attorneys' fees and expenses incurred by the PORT in establishing and enforcing the PORT's rights under this paragraph, whether or not suit was instituted.

6.21 Construction Schedule

- 6.21.1 CONTRACTOR shall provide a Construction Schedule as required in Article 2.7.2.

- 6.21.2 The Construction Schedule shall consist of a Gantt chart) showing activity descriptions and durations (in calendar days) for all significant design, Submittals, manufacturing, construction, installation activities, and the Project's Critical Path. An activity list shall be included with each copy of the Construction Schedule. The CONTRACTOR may use a commercial scheduling program such as the "Microsoft Project" or equal. All submissions of schedule information to the ENGINEER or the PORT shall be provided in electronic format.
- 6.21.3 The Construction Schedule shall outline the proposed operations, the interrelations of the various operations, and the order of performance in sufficient detail that progress of the Work can be evaluated accurately at any time during the performance of the Work. If abbreviations are used in the make-up of the Construction Schedule, a legend shall be provided to define all abbreviations.
- 6.21.4 If Milestone completions are required by the Contract Documents, then those Milestones shall be clearly defined on the Construction Schedule.
- 6.21.5 Review by the PORT of the proposed Construction Schedule shall not constitute an approval of the CONTRACTOR's construction means, methods, sequences, or schedule.
- 6.21.6 The CONTRACTOR shall, not less than monthly, update, revise and keep current the Construction Schedule indicating the progress of the Work. Should the CONTRACTOR fail to comply with this Article, the Port reserves the right to withhold progress payments until an updated Construction Schedule in a form satisfactory to the ENGINEER has been provided by the CONTRACTOR.
- 6.21.7 Should it become evident that the CONTRACTOR may fail to meet the scheduled dates as shown, the ENGINEER may require the CONTRACTOR to submit a recovery schedule demonstrating its proposed plan to make up lag in scheduled progress and to ensure completion of the work within the Contract Milestones and Contract Time. The CONTRACTOR shall, upon request, be required at CONTRACTOR's own expense to submit a revised Construction Schedule and to increase CONTRACTOR's work force and working hours (second and third shifts) as required to bring the actual completion dates of the activities into conformance with the Construction Schedule.
- 6.21.8 Further, CONTRACTOR shall submit a revised Construction Schedule at no cost to the PORT when, in the opinion of the ENGINEER, CONTRACTOR's sequence of Work varies significantly from that shown on the Construction Schedule. The PORT reserves the right to withhold Progress Payments until a modified Construction Schedule in a form satisfactory to the ENGINEER has been provided by the CONTRACTOR.
- 6.21.9 Failure of the CONTRACTOR to substantially comply with the requirements of Article 6.21 may be considered grounds for a determination by the PORT that the CONTRACTOR is failing to prosecute the Work with such diligence as will ensure its completion within the time specified, and to take whatever action the PORT deems necessary and appropriate under Article 13.

6.22 Cutting, Fitting and Patching of Work

- 6.22.1 The CONTRACTOR shall be responsible for all cutting, fitting, patching or such other altering as may be required to complete the Work, or to make its several parts fit together properly.
- 6.22.2 The CONTRACTOR shall not damage or endanger any portion of the Work, other work of the PORT, or that of any separate CONTRACTOR's by cutting, fitting, patching or other altering of any work, or by excavation. The CONTRACTOR shall not alter any of the work of the PORT or any separate contractor without written authorization from the PORT.

6.23 Inspection of the Work

The ENGINEER or Inspector shall have the right but not the obligation to inspect the Work, and to reject and refuse all labor and materials or methods of application, or any part thereof, which does not comply in kind, quality or material with the requirements of the Contract Documents. Any labor or material rejected, as not conforming to the Contract Documents shall be promptly removed, and labor and materials, which do so conform, shall be furnished and delivered in place thereof. If the CONTRACTOR refuses or neglects to remove such rejected material or to rebuild any such rejected Work, or otherwise correct the defects as the ENGINEER may direct, then the PORT may obtain, use and employ materials, labor, tools and implements to do the same and the expense thereof shall be deducted from moneys which may otherwise be then due or thereafter may become due to the CONTRACTOR.

6.24 Uncovering of Work

If any portion of the Work should be covered prior to inspection called for by law or as required by the Contract Documents, the CONTRACTOR shall, upon request of the ENGINEER and at the CONTRACTOR's own expense, uncover or remove the Work for inspection by the ENGINEER or other governmental representatives, in accordance with Article 11.

6.25 Correction of Work

- 6.25.1 The CONTRACTOR shall, at no additional expense to the PORT, promptly correct all Work which is defective or otherwise fails to conform to the requirements of the Contract Documents. Upon notice from the ENGINEER of defective or non-conforming work, the CONTRACTOR shall within seven (7) days replace the defective work or provide a written plan satisfactory to the ENGINEER indicating the corrective action, including schedule. Such Work shall be corrected even though it was previously inspected by the PORT, payment for it was included in a Progress Payment, whether or not it was completed, and whether or not it was observed before or after the date of Substantial Completion.
- 6.25.2 If the CONTRACTOR refuses or neglects to correct the defects as the ENGINEER may direct, then the PORT may obtain, use and employ materials, labor, tools and implements to do the same and the expense thereof shall be deducted from moneys which may otherwise be then due or thereafter may become due to the CONTRACTOR. If the CONTRACTOR fails to promptly correct defective or non-conforming Work, the PORT may correct it as provided in Article 6.23, or may terminate this Contract.

6.25.3 The PORT may, at its sole option, elect to accept defective or nonconforming Work. In such case, the PORT shall reduce the Contract Price in a reasonable amount to account for such defect or non-conformance.

6.26 Responsibility for Work

6.26.1 All Work performed under the Contract and all materials to be incorporated in the Work, whether in storage or on the Project site and whether under the care, custody and control of the CONTRACTOR, Subcontractor, Supplier, manufacturer, or Sub-Subcontractor, shall be at the sole risk and responsibility of the CONTRACTOR until Physical Completion of the entire Project, except as may be limited by the ENGINEER in writing for the period following Substantial Completion of the Work. Damage from any cause to either permanent or temporary Work, utilities, materials, equipment, existing structures, the Project Site, and other property owned by the PORT or others, shall be repaired by the CONTRACTOR to the satisfaction of the ENGINEER at no additional cost to the PORT. At no time during the execution of this Contract shall the CONTRACTOR direct PORT staff or PORT agents to assist in the execution of the Work.

6.27 Hazardous Materials

6.27.1 The CONTRACTOR shall exchange Hazardous Materials information to prevent injury or illness to PORT or CONTRACTOR personnel in compliance with WISHA WAC 296-155-180.

6.27.2 The CONTRACTOR will take the following precautions to lessen the possibility of exposure:

- a. Notify all Subcontractors and/or suppliers of any Hazardous Materials the PORT may have on site.
- b. Notify the Port and all Subcontractors of any Hazardous Materials brought onto the PORT by the Contractor or its Suppliers.
- c. Visibly label any Hazardous Materials brought on site as to contents, hazard warning, name and address of manufacturer.
- d. Provide ENGINEER the following written information prior to commencement of Work:
 1. A list of Hazardous Materials to be used during the construction phase of the Work, along with the MSDS's.
 2. A list of any Hazardous Materials that have been incorporated into the project and will remain on site, along with the MSDS's.

6.27.3 CONTRACTOR shall not cause or permit any "Hazardous Materials" (as defined herein) to be brought upon, kept or used in or about the job site except to the extent such Hazardous Materials are necessary for the prosecution of the Work or are required pursuant to the Contract Documents. Removal of such Hazardous Materials shall be undertaken within twenty-four (24) hours following PORT's demand for such removal. Such removal shall be undertaken by CONTRACTOR at its sole cost and expense, and shall be performed in accordance with all applicable laws.

6.27.4 Any damage to the Work, the job site or any adjacent property resulting from the improper use, or any discharge or release of Hazardous Materials shall be remedied by CONTRACTOR at its sole cost and expense, and in compliance with all applicable laws.

CONTRACTOR shall immediately notify PORT of **any** release or discharge of **any** Hazardous Materials on the job site. CONTRACTOR shall be responsible for making all disclosures required under applicable "Community Right-to-Know" laws.

- 6.27.5 CONTRACTOR shall not clean or service any tools, equipment, vehicles, materials or other items in such a manner as to cause a violation of any laws or regulations relating to Hazardous Materials. All residue and waste materials resulting from any such cleaning or servicing shall be collected and moved from the job site in accordance with all applicable laws and regulations.
- 6.27.6 CONTRACTOR shall immediately notify PORT of any citations, orders or warnings issued to or received by CONTRACTOR, or of which CONTRACTOR otherwise becomes aware, which relate to any Hazardous Materials, safety, or regulatory compliance on the job site. Without limiting any other indemnification provisions pursuant to law or specified in this Contract, CONTRACTOR shall indemnify, defend at CONTRACTOR's sole cost, with legal counsel approved by PORT and hold PORT harmless from and against any and all such claims, demands, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs and expenses in removing or remediating the effect of any Hazardous Materials on, under, from, or about the job site, arising out of or relating to, directly or indirectly, CONTRACTOR's failure to comply with any of the requirements of this Article.

6.28 Clean Up

- 6.28.1 At all times, and as may specifically be requested by the ENGINEER, the CONTRACTOR shall clean up and remove all refuse resulting from the Work in order that the Project Site remains free from an accumulation of construction debris. Upon failure to do so within 24 hours after request by the ENGINEER, such clean-up Work may be done by the PORT and the cost thereof shall be charged to the CONTRACTOR and deducted from moneys which may otherwise be then due or thereafter may become due to the CONTRACTOR.
- 6.28.2 Upon Substantial Completion of the Work and before Physical Completion, the CONTRACTOR shall clean the entire Work premises occupied or used in connection with the Work of all rubbish, surplus and discarded materials, false work, temporary structures, equipment, and debris. The entire Work premises shall be left in a clean, neat, and presentable condition. The CONTRACTOR shall not remove warning, regulatory, or guide signs prior to Physical Completion except as requested by the ENGINEER.

6.29 Protection of Work During Suspension

In preparation for and during any suspension of Work as provided in Article 13.1, the CONTRACTOR shall implement temporary controls to prevent damage to, or deterioration of, the Work. CONTRACTOR shall be responsible to ensure the Project Site is left and maintained in an operationally safe condition acceptable to the PORT. CONTRACTOR shall verify weekly, or as required by the ENGINEER, temporary controls and safety measures are maintained throughout Contract suspension. Except as provided elsewhere in the Contract Documents, 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 ENGINEER prior to resuming Work. A suspension of Work shall not relieve the CONTRACTOR of any of its responsibilities under the Contract Documents.

6.30 Survey

- 6.30.1 If the PORT is required by the Contract Documents to set points and elevations or otherwise perform on-site measurements, the CONTRACTOR shall provide sufficient space and safe facilities to enable the ENGINEER to do so. CONTRACTOR is responsible for detailed dimensions and elevations measured from stakes and marks established by the ENGINEER.
- 6.30.2 All Work performed shall be in conformance with the lines, grades and dimensions indicated on the drawings or as staked by the ENGINEER. If a discrepancy is noted between the Drawings and staking, the CONTRACTOR shall provide the PORT oral and written notice promptly and in no event, more than 24 hours after discovery. Where tolerances are stated, the work performed shall be within those tolerances. The ENGINEER will determine if the Work conforms to such lines, grades and dimensions, and the ENGINEER's determination shall be final.
- 6.30.3 All controls set by the PORT or others shall be carefully preserved by the CONTRACTOR. Any cost to reset controls due to the CONTRACTOR's means and methods or negligence shall be the responsibility of the CONTRACTOR.

6.31 Archeological Items

If resources of potential archeological significance are encountered during construction or excavation, the following steps shall be taken:

- a. The CONTRACTOR will immediately stop work in the vicinity of the find and notify the ENGINEER.
- b. The PORT shall arrange for 24-hour security.
- c. If the find includes human remains, the ENGINEER shall immediately notify the following:
 1. Law Enforcement
 2. PORT's Chief Executive Officer
 3. Snohomish County Medical Examiner
- d. The Snohomish County Medical Examiner shall determine if the human remains are of archeological significance. The resources shall not be moved unless the resources are determined to have no archeological significance.
- e. The Medical Examiner's determinations will be transmitted by the ENGINEER to:
 1. State Office of Archaeology and Historic Preservation
 2. Tulalip Tribes
 3. Other Interested Parties of Record
- f. All public inquiries and press releases shall be coordinated through the PORT's Communications Department
- g. The PORT and CONTRACTOR shall work with a professional archaeologist to resume construction as soon as possible without compromising the archeological find.

6.32 Gratuities

The CONTRACTOR shall not extend any loan, gratuity, or gift of money or services in any form whatsoever to any employee or officer of the PORT or PORT consultant, nor shall the

CONTRACTOR rent or purchase any equipment, materials, or services from any employee or officer of the PORT or PORT consultant.

6.33 Notice of Event

- 6.33.1 The intent of this Article is to ensure that the PORT receives written Notice of Event prior to the CONTRACTOR incurring alleged additional time or cost for any Event that may entitle it to an adjustment of the Contract Price or an extension of Contract Time.
- 6.33.2 An Event may be any act, omission, directive, condition, instruction or determination that the CONTRACTOR believes may entitle it to an equitable adjustment in the Contract Time or Contract Price including, but not limited to:
- a. Discovery of unexpected hazardous, potentially hazardous, infectious, toxic or dangerous materials;
 - b. Discovery of any item of potential archeological significance;
 - c. Discovery of 'differing site conditions', including without limitation, unidentified: (1) mis-located utilities, (2) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents or Reference Documents; (3) unknown physical conditions of an unusual nature at the site differing materially from those ordinarily encountered and generally recognized as inherent in the Work;
 - d. performance of Unit Price work quantities below or above the percentages listed in Article 10.
- 6.33.3 An Event is deemed to occur upon the earlier of (1) the act, omission, directive, condition, instruction, or determination that constitutes the Event or (2) the time the CONTRACTOR discovered, or in the exercise of reasonable inquiry, should have discovered the act, omission, directive, condition, instruction or determination that constitutes the Event.
- 6.33.4 The CONTRACTOR shall give the ENGINEER immediate e-mail notice of an Event.
- 6.33.5 Within seven (7) days of e-mail notice of Event, unless the ENGINEER issues written notice authorizing the CONTRACTOR additional time, the CONTRACTOR shall provide a Change Order Proposal describing the rationale and detailing the cost basis and schedule impacts of the change in accordance with Article 10. Oral or e-mail notice alone by the CONTRACTOR to the PORT regarding such condition shall not be adequate to avoid such waiver of its rights under this Article.
- 6.33.6 If such notice is not given prior to the condition being disturbed or other action being taken by the CONTRACTOR which may result in an increase in the Contract Time or the Contract Price, or such condition is disturbed before the PORT directs the CONTRACTOR to proceed with the Work despite the condition, the CONTRACTOR will be deemed to have waived its rights for extra compensation or extension of the Contract Time on account of any additional or different work including labor, material and equipment required because of such condition.
- 6.33.7 If the ENGINEER determines that the alleged conditions do exist and cause a material change either in the CONTRACTOR's costs or time required to perform the Contract, the ENGINEER will make an equitable adjustment to the Contract Price to account for the performance of the work involved, and the additional Contract Time, if any, required to perform such work. If the PORT and the CONTRACTOR agree on such adjustment, the same shall be set forth in a Change Order to be executed by the parties.

- 6.33.8 If the ENGINEER determines that the CONTRACTOR's request does not warrant a change order, the CONTRACTOR shall diligently pursue the Work in accordance with the ENGINEER's direction while retaining the right to protest the ENGINEER's decision in accordance with Article 14.
- 6.33.9 The PORT has the right to recover its analysis/administration cost of processing and evaluation a Change Order Proposal for the portion of the Change Order Proposal that is determined to be unfounded or unsupported. The cost of reimbursement will be the percentage of the original Change Order Proposal that is determined to be unsupported times the cost of analysis/administration.
- 6.33.10 If the CONTRACTOR fails to satisfy the requirements of this Article, the CONTRACTOR shall be deemed to have waived all rights to assert the Claim against the PORT.

6.34 Continuing the Work

CONTRACTOR shall carry on the Work and maintain the Construction Schedule during all disputes or disagreements with PORT. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and PORT may otherwise agree in writing.

6.35 Prerequisite to Suit by CONTRACTOR

- 6.35.1 No legal action against the PORT may be filed because a claim or other liability arising out of or related to the Project unless:
- a. The requirements of Article 6.33 have been complied with,
 - b. the procedures of Article 14 have been exhausted, and
 - c. in accordance with Article 6.35.2 below.
- 6.35.2 For convenience of the parties to the Contract, it is mutually agreed that any cause of action which the CONTRACTOR has against the PORT arising from this Contract shall be perfected before the Superior Court of Snohomish County within one (1) year from the date of Final Acceptance. The parties understand and agree that the CONTRACTOR's failure to sue within the time provided, or failure to strictly comply with all requirements of this Article, shall be a complete bar to any such cause of action.

6.36 Responsibility for Damage

- 6.36.1 The CONTRACTOR shall bear sole responsibility for any pollution which may occur because of its operations, including but not limited to soil, air, water, noise, or other pollution, including but not limited to any costs including attorneys' and consultants' fees, penalties, or other liabilities imposed or sought to be imposed because of such pollution.
- 6.36.2 The CONTRACTOR shall protect from damage all private, public, and PORT owned facilities, property and utilities, including but not limited to communication lines, power lines, sewer and water lines, railroad tracks and appurtenances, traffic lighting and signal systems, and other facilities.
- 6.36.3 The CONTRACTOR shall be responsible to protect the Work from weather damage, or other causes, and must correct any defects arising from or discovered in the Work until Physical Completion of the Work.

6.36.4 The CONTRACTOR, of their own volition or upon written notice from the ENGINEER, shall, at no expense to the PORT, provide and install safeguards to protect public and private property. If public or private property is damaged or destroyed or its use interred with by the CONTRACTOR, the CONTRACTOR's agents or the CONTRACTOR's employees, such interference shall be terminated and damaged or destroyed property repaired and restored immediately to its former condition by the CONTRACTOR at the CONTRACTOR's expense. Should the CONTRACTOR refuse or not respond promptly to a written request to restore damaged or destroyed property to its original condition, the ENGINEER may have such property restored by other means at the CONTRACTOR's expense.

6.37 Indemnification

6.37.1 To the fullest extent permitted by law and subject to this Article 6.37, the CONTRACTOR shall defend, indemnify and hold harmless the PORT and its agents from all liability, claims, damages, losses and expenses, whether direct, indirect or consequential (including, but not limited to, attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of the performance of the Work, which is caused, or alleged to be caused, in whole or in part, by any negligent act or omission of the CONTRACTOR (which for the purposes of this Article shall include the CONTRACTOR and all of its Subcontractors, Sub-Subcontractors, Suppliers, agents, any other person directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable); provided, however, that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (1) the PORT or its agents, and (2) the CONTRACTOR, it is expressly agreed that the CONTRACTOR's obligations of indemnity under this paragraph shall be effective only to the extent of the CONTRACTOR's negligence. Such obligations shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This Article shall not be construed to require the CONTRACTOR to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the PORT or its agents.

6.37.2 In any and all claims against the PORT or its agents, the indemnification obligation of Article 6.37.1 above shall not be limited in any way to the extent of insurance coverage described in Articles 5.3 and 5.4 of the General Conditions, or by articles, which apply to insurance coverage, of the Supplementary Conditions, or by any limitation on the amount or type of damages, compensation benefits payable by or for the CONTRACTOR under applicable workers' compensation, benefit, or disability laws (including, but not limited to the Industrial Insurance laws, Title 51 of the Revised Code of Washington). The CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws with respect to the indemnities set forth in these General Conditions, and, by agreeing to enter this Contract, acknowledges that the foregoing waiver has been mutually negotiated by the parties.

6.37.3 The CONTRACTOR shall pay all attorney's fees and expenses incurred by the PORT in establishing and enforcing the PORT's rights under this paragraph, whether or not suit was instituted.

END ARTICLE 6

ARTICLE 7: ADDITIONAL WORK AND WORK BY OTHERS

7.1 Additional Work

- 7.1.1 The PORT reserves the right at all times to perform or cause to be performed other and additional work on or near the Project Site. Should such other or additional work or PORT operations be either underway or subsequently undertaken at or near the Project Site, the CONTRACTOR shall coordinate its activities with those of all other work forces and conduct its activities to avoid or minimize any conflict between the operations of the CONTRACTOR and those persons performing the other or additional work or operations.
- 7.1.2 PORT may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions like these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts or PORT, if PORT is performing the additional work with PORT employees reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate its Work with these parties.
- 7.1.3 If any part of CONTRACTOR's Work depends on proper execution or results upon the work of any such other contractor, utility service company or PORT, CONTRACTOR shall inspect and report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results within seven (7) days from when the CONTRACTOR knew or should have known. CONTRACTOR's failure to report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work, except for latent or non-apparent defects and deficiencies in the other work.
- 7.1.4 CONTRACTOR shall do all cutting, fitting and patching of its Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.
- 7.1.5 If the performance of additional work by other contractors, utility service companies, or PORT was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. PORT shall coordinate and schedule any such additional Work not noted in the Contract Documents to avoid interference or conflict with ongoing or scheduled work by the CONTRACTOR.

END ARTICLE 7

ARTICLE 8: PORT'S RESPONSIBILITIES

8.1 Authority of the ENGINEER

- 8.1.1 The ENGINEER will be the PORT's representative and shall administer the Contract Documents and has the authority to enforce all obligations imposed on the CONTRACTOR by the Contract Documents.
- 8.1.2 The Work shall be performed in accordance with the Contract Documents. The ENGINEER has the authority but not the obligation to reject Work that is defective or does not otherwise conform to the Contract Documents.
- 8.1.3 The ENGINEER is not responsible for and will not have control or charge of the means, methods, techniques, sequences, or procedures of construction, or for safety precautions or programs incidental thereto, these being the sole responsibility of the CONTRACTOR. Likewise, the ENGINEER shall not be responsible for the CONTRACTOR's failure to carry out the Work in accordance with the Contract Documents. The ENGINEER will not be responsible for or have any control or charge of the acts or omissions of the CONTRACTOR, Subcontractor, Sub-Subcontractor, suppliers, or any of their agents or employees, or any other persons performing a portion of the Work.
- 8.1.4 PORT shall issue all communications to CONTRACTOR through the ENGINEER. In case of termination of the employment of ENGINEER, PORT shall appoint a new ENGINEER whose status under the Contract Documents shall be that of the former ENGINEER.

8.2 Administration of the Contract

- 8.2.1 Nothing in this Article or elsewhere in the Contract Documents shall be construed as requiring the ENGINEER, Inspector, consultant, or other representative of the PORT to direct or advise the CONTRACTOR as to the method or manner of performing the Work. No approval or advice given by the PORT as to the method or manner of performing the Work, or procuring materials to be furnished shall constitute a representation or warranty by the PORT that the result of such method or manner will conform to the Contract Documents or achieve the desired results. Such approval or advice shall neither relieve the CONTRACTOR of any of its obligations under the Agreement nor create any liability to the PORT or ENGINEER because of the approval or advice.
- 8.2.2 The ENGINEER or Inspectors may call to the attention of the CONTRACTOR defective Work or Work that does not conform otherwise to the Contract Documents. However, failure of the ENGINEER or Inspectors to so inform the CONTRACTOR shall not constitute approval or acceptance of such defective or non-conforming Work.
- 8.2.3 The presence of the ENGINEER or Inspector during the progress of any construction does not relieve the CONTRACTOR from responsibility for defects in the Work, nor does it bind the PORT in determining Physical Completion or Final Acceptance of the Work.
- 8.2.4 Work done or material furnished which at any time is found not to conform to the requirements of the Contract Documents shall be at the CONTRACTOR's risk and expense and shall furnish no basis for an increase in the Contract Price or Contract Time, even though the ENGINEER or Inspector fails to reject such Work or material.

8.3 Officers and Employees of the PORT Have No Personal Liability

Neither the PORT Commissioners, ENGINEER, Inspector, nor any other officer, employee or agent of the PORT, acting within the scope of their employment, shall be personally liable to CONTRACTOR for any of their acts or omissions arising out of the Project.

8.4 Service of Notices on the CONTRACTOR

Any written notice required under the Contract Documents to be given to the CONTRACTOR may, at the option of the PORT, be served on the CONTRACTOR by personal service, electronic or U.S. mail, or private courier delivery of the notice to the last address provided in writing to the ENGINEER. For the purpose of measuring time in determining the parties' rights and obligations with respect to notice given pursuant to the Contract Documents other than that given by the personal service is conclusively presumed to be received by the CONTRACTOR on the second business day following the PORT's placement of the notice in the U.S. mail or delivering it to the private courier.

END ARTICLE 8

ARTICLE 9: ENGINEER'S STATUS DURING CONSTRUCTION

9.1 PORT's Representative

ENGINEER will be PORT's representative during the construction period unless the ENGINEER assigns the Project Manager as the PORT's representative. The PORT's Representative will be identified to the CONTRACTOR prior to commencement of the work. The Work shall be done to the complete satisfaction of the ENGINEER. The ENGINEER will decide all questions which may arise concerning the quality and acceptability of materials and equipment furnished and Work performed, the rate of progress of the Work, and interpretation of Contract Documents.

9.2 Clarifications and Interpretations

ENGINEER shall issue with reasonable promptness such written clarifications or interpretations of the Contract Documents, in the form of Drawings or otherwise, as the ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make submit a Change Order Proposal as provided in Article 10.

9.3 Rejecting Defective Work

ENGINEER shall have authority to disapprove or reject Work which is defective or does not conform to the requirements of the Contract Documents, and shall also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed or completed.

9.4 PORT Observation of Work

If so designated by the ENGINEER, an Inspector may be on-site to observe the Work and does not have the authority to direct the CONTRACTOR, make interpretations of the Contract Documents, nor bind the PORT by his/her representations.

9.5 Decisions on Disagreements

ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Disputes relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this Article, which ENGINEER will render in writing within a reasonable time. Written notice of each such dispute shall be delivered in accordance with Article 14.

9.6 Limitations on ENGINEER's Responsibilities

9.6.1 Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.6.2 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjectives

"reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents unless there is a specific statement indicating otherwise. The use of any such term or adjective never indicates that ENGINEER shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Article 9.

9.6.3 ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.6.4 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, or of the agents or employees of any CONTRACTOR or Subcontractor CONTRACTOR, or of any other persons at the site or otherwise performing any of the Work.

9.7 Amending and Supplementing Contract Documents

9.7.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the work or to modify the terms and conditions thereof in one or more of the following ways:

- a. Addenda during the Bid Phase, or
- b. Change Order.

9.8 Requests for Information

Due to the highly variable nature of the materials and facilities encountered within the Project Site, the CONTRACTOR may request information from the ENGINEER as new areas are uncovered or exposed by the Work in progress. If the CONTRACTOR requests such information to comply with the Contract requirements, the ENGINEER will respond in writing, within seven (7) calendar days. During the seven calendar day period, no additional payments will be made to the CONTRACTOR for equipment, labor, or any other item related to the Request for Information.

END ARTICLE 9

ARTICLE 10: CHANGES IN THE WORK

10.1 Changes in the Work

- 10.1.1 Without invalidating the Agreement and without notice to the CONTRACTOR's surety, PORT may, at any time, order additions, deletions, or revisions in the Work; these will be authorized by Field Orders, Extra Work Orders, or Change Orders.
- 10.1.2 Change Order Proposals:
- a. If the CONTRACTOR believes that completion of the provisions of a Field Order justifies a change in the Contract Price or an extension of the Contract Time it shall submit to the PORT its estimated cost and schedule impact for completion of the change. The CONTRACTOR shall include with its submittal such information necessary to substantiate the request for a change in the Contract Price or an extension of the Contract Time in accordance with Article 6.33. An extension of the Contract Time will only be granted if the CONTRACTOR can demonstrate to the satisfaction of the ENGINEER an impact on the Project's Critical Path. If the request for a change in the Contract Price is not accepted by the PORT, PORT may require further substantiating material from the CONTRACTOR, may withdraw the Field Order, may direct the CONTRACTOR to complete the Work on a Time and Materials basis with an agreed not to exceed limit, or PORT may require the Work to be completed and the CONTRACTOR submit a Claim in accordance with Article 14. Payment for Time and Materials work shall be as determined by the conditions specified in Article 10.
 - b. CONTRACTOR may submit a Change Order Proposal to reflect modifications to the Work resulting from unforeseen site conditions. The Change Order Proposal shall detail the cost and schedule impacts arising from an Event. If ENGINEER determines that such unforeseen site conditions require a modification of the Work, ENGINEER will prepare a Change Order incorporating such modifications as necessary to proceed with and complete the Work. The CONTRACTOR shall be responsible for reallocation of its work force when work cannot be continued in an area due to unforeseen conditions. In no event, will the PORT reimburse the CONTRACTOR for charges caused by delays unless prior written authorization is provided by the PORT. If the ENGINEER determines the unforeseen site conditions do not require a modification of the Work requiring a change in Contract Price or Contract Time, no change order will be issued.
- 10.1.3 All such Work shall be executed under the applicable conditions of the Contract Documents.
- 10.1.4 ENGINEER may authorize Minor Changes in the Work which are consistent with the overall intent of the Contract Documents. These may be accomplished by an Extra Work Order and shall be binding on PORT, and on CONTRACTOR who shall perform the change promptly. Extra Work Orders shall not result in an increase in Contract Price or Contract Time but will be paid for under Additional Work for Minor Changes.
- 10.1.5 Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time.
- 10.1.6 **WAIVER OF CLAIMS PRIOR TO CHANGE ORDER.** An executed Change Order shall be deemed inclusive of all of CONTRACTOR's Claims arising prior to the date of the executed Change Order. With execution of any Change Order, CONTRACTOR shall include in or otherwise agree to waive any claim, cause of action, or demand for any increase in the Contract Price, Contract Time, or both, and any other claims, such as and

without limitation, unjust enrichment, breach of contract, and the like, which are not otherwise specified in any fully executed Change Order. All Change Orders shall constitute a fully liquidated settlement of all such claims, actions or causes of action, or demands in connection with the Contractor's performance prior to final execution of each Change Order.

- 10.1.7 Upon receipt of a Change Order from the Port, the CONTRACTOR must proceed with the changed work whether or not the CONTRACTOR elects to protest the Change Order. In addition, upon receipt of the Change Order, the CONTRACTOR has three options (described in greater detail in 10.1.7.1, 10.1.7.2 and 10.1.7.3 below): (1) sign and return the Change Order to the PORT within seven (7) days; (2) make no response, in which case the Change Order issued by the PORT automatically becomes part of the Contract and a mutually binding obligation of the Parties as of the eighth (8th) day after its receipt by the CONTRACTOR; or (3) submit a properly documented Notice of Event in accordance with Article 6.33 in the event the CONTRACTOR disagrees with any part of the Change Order.
- 10.1.7.1 If the CONTRACTOR agrees to the terms and conditions of the Change Order issued by the PORT, including any adjustment in the Contract Time or Contract Price, the CONTRACTOR shall sign and return the Change Order within seven (7) days of its issuance by the PORT.
- 10.1.7.2 If the CONTRACTOR makes no response to the Change Order within seven (7) days after its issuance by the PORT, the Change Order automatically becomes executed and part of the Contract as of the eighth (8) day from its issuance by the PORT. By not responding to the Change Order, the CONTRACTOR waives any additional entitlement and accepts from the PORT all the terms and conditions itemized in the Change Order.
- 10.1.7.3 If the Contractor disagrees with any part of the Change Order issued by the PORT, including the adjustment (if any) to the Contract Price and extension (if any) to the Contract Time, the CONTRACTOR shall, within seven (7) days of its issuance by the PORT, submit a properly documented Notice of Event in accordance with Article 6.33 and shall thereafter comply with the applicable provisions of Article 6.33. Failure to comply with Article 6.33 shall constitute a waiver by the CONTRACTOR of any disagreement with the terms and conditions of the Change Order and shall forever bar the CONTRACTOR from seeking or obtaining any adjustment to the Contract Price or extension of Contract Time, whether by Change Order Proposal or Claim, related in any way to the Work described in the Change Order.
- 10.1.7.4 When a CONTRACTOR elects to exercise its right to protest the terms of a Change Order as described above, the CONTRACTOR may bill for the undisputed part of the Change Order in the next regular Pay Application cycle based on the progress of any Work at issue in the Change Order. Provided the CONTRACTOR has filed a timely and properly documented Notice of Event protesting the remaining parts of the Change Order, the CONTRACTOR's receipt of payment on the undisputed compensation for the Change Order shall not constitute a waiver by the CONTRACTOR of its rights or remedies to obtain an adjustment to the Contract Price or an extension of Contract Time in accordance with Article 6.33 for the disputed part of the Change Order.

10.2 Contract Price

- 10.2.1 The Contract Price constitutes the total compensation, subject to authorized adjustments, payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at its expense without change in the Contract Price.
- 10.2.2 The Contract Price may only be changed by a Change Order executed by the PORT and CONTRACTOR. No other circumstance, except as indicated in Article 13.1, shall be construed as the basis for a change in the Contract Price.
- 10.2.3 The value of any Work covered by a Change Order shall be determined in one of the following ways:
- a. Where the work involved is covered by unit prices or a Schedule of Rates contained in the Contract Documents, by application of the unit prices or Schedule of Rates to the quantities involved.
 - b. By mutual acceptance of a lump sum.
 - c. Based on the Cost of the Work, determined in accordance with Article 10.3, plus a CONTRACTOR's Fee for overhead and profit, determined in accordance with Article 10.4).
 - d. Establishment of a new unit price item for the changed work.
 - e. Any combination of the above.

10.3 Cost of the Work

- 10.3.1 The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work, consistent with the Schedule of Rates. Except as otherwise may be agreed to in writing by PORT, such costs shall be in amounts no higher than those prevailing in the locality of the Project. The Cost of Work shall not include any of the costs itemized in Article 10.3.2 but shall include the following:
- a. Actual payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work under schedules of job classifications agreed upon by PORT and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned based on their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the payroll costs for employees to the extent authorized by PORT.
 - b. Costs of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to PORT and CONTRACTOR shall make provisions so that they may be obtained for the benefit of the PORT.
 - c. Compensation for CONTRACTOR owned equipment used in the performance of the Work shall be in accordance with the CONTRACTOR's submitted Schedule of Rates or an hourly rate agreed upon by the CONTRACTOR and the PORT for each piece of

equipment prior to commencement of the additional work. The equipment shall be of modern design and in good working condition. The cost listed in this Agreement shall be full compensation for all fuel, oil, lubrication, ordinary repairs, maintenance and all other costs incidental to furnishing and operating the equipment except labor for operation.

- d. Third party rentals of all construction equipment and machinery and the parts thereof in accordance with rental agreements approved by PORT with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- e. Payments made by CONTRACTOR to the Subcontractor for Work performed by Subcontractor. If required by PORT, CONTRACTOR shall obtain competitive bids from Subcontractor acceptable to CONTRACTOR and shall deliver such bids to PORT who will then determine, with the advice of ENGINEER, which bids will be accepted. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.
- f. Supplemental costs including the following
 - i. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
 - ii. Sales, use, or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.
 - iii. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.
 - iv. The cost of utilities, fuel and sanitary facilities at the site.
 - v. Cost of premiums for additional Bonds and insurance required because of changes in the Work.
 - vi. Costs of special consultants (including, but not limited to, engineers, architects and testing laboratories) retained for services specifically related to the Work

10.3.2 The term Cost of the Work shall **not** include any of the following, which are considered overhead and profit and covered by the CONTRACTOR's Fee defined in Article 10.4:

- a. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals of partnership and sole proprietorships, general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph section 10.3.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.
- b. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

- c. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- d. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work), such costs shall be included in the CONTRACTOR's Fee in 10.4.
- e. Costs due to the negligence of CONTRACTOR, and Subcontractor of any tier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- f. Profit and other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Article 10.3 but shall be included in the CONTRACTOR's Fee identified in Article 10.4.

10.4 CONTRACTOR's Fee

10.4.1 The CONTRACTOR's Fee allowed to CONTRACTOR for items included in the Cost of Work shall be determined as follows:

- a. mutually acceptable fixed fee; or if none can be agreed upon,
- b. a fee based on the following percentages of the various portions of the Cost of the Work:
 1. For costs incurred under paragraph Articles 10.3.1 (a) [labor], 10.3.1 (b) [materials and supplies], and 10.3.1 (c) [CONTRACTOR owned equipment], the CONTRACTOR's Fee shall be twenty percent (20%),
 2. For costs incurred under Article 10.3.1 (d) [third party rental equipment], the CONTRACTOR's Fee shall be fifteen percent (15%).
 3. For costs incurred under Article 10.3.1 (e) [Subcontractors], the CONTRACTOR's Fee shall be five percent (5%); the maximum allowable to the Subcontractor of any tier as a fee for overhead and profit shall be fifteen percent (15%), and
 4. For costs itemized under Article 10.3.1 (f) [supplemental costs] no fee shall be paid.

10.4.2 The amount of credit to be allowed by CONTRACTOR to PORT for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the CONTRACTOR's Fee shall be figured based on the net increase, if any.

10.4.3 Whenever the cost of any Work is to be determined pursuant to Articles 10.3.1 and 10.3.2, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

10.5 No Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances and shall cause the Work so covered to be done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that the original Contract Price includes such sums as CONTRACTOR deems proper for costs and profit because of such cash allowances. No demand for additional cost or profit in connection therewith will be valid.

10.6 Increased Quantities

- 10.6.1 The PORT reserves the right to increase the quantity of any item or portions of the Work or to omit portions of the Work; also, to make such alterations or deviations, additions to, or omissions from the Plans and Specifications as may be determined during the progress of the Work to be necessary and advisable for the proper completion thereof. There shall be no negotiation of unit price based on overruns of individual bid items unless the total original Contract Price increases by at least fifteen percent (15%). A negotiation of a unit price shall occur only on that item which is increased more than fifteen percent (15%).
- 10.6.2 In the event **both** the above conditions occur, the unit price for the estimated quantity shall remain as set forth in the Bid Form and a unit price shall be negotiated on the overrun quantity upon the demand of either the PORT or the CONTRACTOR.
- a. A unit price increase may be allowed only if the CONTRACTOR can satisfactorily demonstrate and document that the increase in the said quantity resulted in the CONTRACTOR's increased cost in providing the said item, over the above that cost incurred in providing the estimated quantity of the bid item. Any negotiated price shall only account for the demonstrated increased cost in providing the increased quantity.
 - b. A decrease in unit cost for the overrun quantity shall be allowed only if the PORT establishes that the unit cost for such overrun quantities was less than the unit cost for the estimated quantity.

10.7 Decreased Quantities

- 10.7.1 The PORT reserves the right to decrease the quantity of any item or portion of the Work or to omit portions of the Work; also, to make such alterations or deviations, additions to, or omissions from the Plans and Specifications as may be determined during the progress of the Work to be necessary and advisable for the proper completion thereof. There shall be no negotiation of unit prices for underruns of quantities of specific bid items unless the entire Contract Price is underrun by fifteen percent (15%) of the total estimated original Contract Price stated in the Contract, and if the specific bid item to be negotiated underran the estimate stated quantity for such item by greater than thirty percent (30%).
- 10.7.2 Where **both** conditions exist, the CONTRACTOR may request an allowance on the specific bid item which has underrun greater than thirty percent (30%). If an allowance is granted under the terms of this Article, the CONTRACTOR shall receive the unit price specified in the Contract for that amount performed or installed. In addition, thereto, the CONTRACTOR shall receive an allowance for overhead costs for the amount underrun. That overhead allowance shall be deemed to be ten percent (10%) of the unit price for the amount represented by the difference between that installed or completed and that set forth in the Contract estimate. This paragraph does not apply to lump sum bid items or to Additional Work for Minor Changes.

10.8 Contract Time

- 10.8.1 The Contract Time may only be changed by a Change Order in accordance with Articles 2 and 10. Any request for an extension in the Contract Time shall be based on written notice delivered to ENGINEER in accordance with Article 6.33. Any change in the Contract Time resulting from any such request shall be incorporated in a Change Order.

10.8.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a request is made therefore as provided in paragraph Article 6.33. Such delays shall include, but not be limited to, acts or neglect by PORT or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

END ARTICLE 10

ARTICLE 11: WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

11.1 Warranty and Guarantee

As provided in this Article and in accordance with Article 6, CONTRACTOR warrants and guarantees to PORT and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 11.

11.2 Access to Work

ENGINEER, ENGINEER's representatives, other representatives of PORT, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection, and testing. CONTRACTOR shall provide proper and safe conditions for such access.

11.3 Tests and Inspections

- 11.3.1 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.
- 11.3.2 Unless otherwise specified, if any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work, or part thereof, to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing, or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with PORT's or ENGINEER's acceptance of a manufacturer, fabricator, Supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.
- 11.3.3 The cost of re-inspections required due to correction of defective Work, or work that does not comply fully with the Contract Documents, shall be deducted from the monies owed the CONTRACTOR.
- 11.3.4 The Contractor shall be responsible for all costs associated with cancellation of any inspection unless the CONTRACTOR has provided twenty four (24) hour notice to ENGINEER.
- 11.3.5 The cost of all other inspections, tests, and approvals required by the Contract Documents shall be paid by PORT (unless otherwise specified).
- 11.3.6 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to PORT.
- 11.3.7 If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, at the request of the ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR gave the ENGINEER a minimum of forty-eight (48) hours' notice, not including weekends and holidays, of CONTRACTOR's intention to cover such Work and ENGINEER did not respond to such notice.

- 11.3.8 Neither observations by ENGINEER or Inspector nor inspections, tests or approvals by others shall relieve CONTRACTOR from its obligations to perform the Work in accordance with the Contract Documents.

11.4 PORT May Stop the Work

- 11.4.1 If the CONTRACTOR fails to perform the Work in accordance with the Contract Documents, fails to correct defective Work as required by the Contract Documents, or fails to comply with any other directive issued by the PORT, the PORT may order, in writing, that the CONTRACTOR stop all or any portion of the Work until the cause for such order is eliminated.
- 11.4.2 In the event of such an order to stop Work, the CONTRACTOR shall not be entitled to any increase in the Contract Time or Contract Price, nor to any damages or relief from liability, because such order to stop Work.

11.5 Correction or Removal of Defective Work

If required by ENGINEER, CONTRACTOR shall promptly, without cost to PORT and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work.

11.6 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of Defective Work, PORT prefers to accept it, PORT may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to PORT.

11.7 PORT May Correct Defective Work

- 11.7.1 If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct Defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with Article 11.5, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents including any requirements of the Construction Schedule, PORT may, after seven (7) days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this Article the PORT shall proceed expeditiously.
- 11.7.2 To the extent necessary to complete corrective and remedial action, PORT may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which PORT has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow PORT, PORT's representatives, agents and employees such access to the site as may be necessary to enable PORT to exercise its rights under this Article.

- 11.7.3 All direct and indirect costs of PORT in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by PORT of PORT's rights hereunder.

END ARTICLE 11

ARTICLE 12: PAYMENTS TO CONTRACTOR AND COMPLETION

12.1 All Payments Subject to Applicable Laws

All payments made to the CONTRACTOR under this Agreement are subject to all laws applicable to the PORT in general and to this Agreement. Without limiting the generality of the foregoing, the law does not permit the PORT to make any payments to the CONTRACTOR under this Agreement until proper and approved Statements of Intent to Pay Prevailing Wages have been filed with the PORT, as required by Article 6.5 and Section 39.12.040 of the Revised Code of Washington.

12.2 Scope of Payment

The CONTRACTOR shall be compensated for performing the Work, including any changes made by Change Order, as provided for in this Agreement. Payment of the Contract Price shall constitute the full compensation to the CONTRACTOR for performance of the Work, including all risk, loss, damage, expense of whatever character arising out of the nature of the Work or the prosecution thereof, and for all reasonable expenses properly incurred, including in the event of suspension or termination. The PORT will not pay for work done beyond line and grades established by the ENGINEER, or extra work or materials furnished without prior written approval of the ENGINEER. The PORT may order such unauthorized work to be removed at no expense to the PORT.

12.3 Schedule of Values

At least ten (10) days prior to submitting the first Pay Application, the CONTRACTOR shall (except as otherwise specified in the General Requirements) submit to ENGINEER a Schedule of Values of the Work. The Schedule of Values shall be satisfactory in form and substance to ENGINEER and provide a reasonable allocation of the Contract Price to the component parts of the Work. The Schedule of Values shall include quantities and prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the Schedule of Values by ENGINEER, it shall be incorporated into the Pay Application .

12.4 Progress Pay Application

12.4.1 CONTRACTOR shall submit to ENGINEER for review a Pay Application monthly, filled out and signed by CONTRACTOR covering the Work completed as of the last day of the preceding calendar month. The closeout date for each progress payment period shall be the last day of the month, unless otherwise mutually agreed upon.

12.4.2 The Pay Application shall be accompanied by such supporting documentation as is required by the Contract Documents and as ENGINEER may require. Documentation for unit price items, such as weigh tickets, load tickets, or other similar documentation, shall be accompanied by a chronological tabular list of such tickets.

12.4.3 If payment is requested based on materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Pay Application shall be made based on the vendor's invoice or based on the Contractor's actual costs.

12.4.4 Each subsequent Pay Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received because the Work have been applied to discharge in full all of parties' obligations reflected in prior Pay Applications.

12.5 Retainage

- 12.5.1 Retained amounts will be handled in accordance with RCW 60.28 and with the instructions provided by the CONTRACTOR.
- 12.5.2 If the CONTRACTOR chooses to have the PORT withhold five percent (5%) from progress payments, such retainage will be expressed on a percentage of the work completed to date, including materials and equipment stored on the project site but not yet incorporated into the work.

12.6 CONTRACTOR's Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Pay Application, whether incorporated in the Project or not, will pass to PORT at the time of payment free and clear of all liens, claims, security interests and encumbrances hereafter in these General Conditions referred to as "Liens". In addition, for material and equipment not incorporated in the Work but delivered and suitably stored at the site, the CONTRACTOR shall, if required by ENGINEER, applicable insurance.

12.7 Review of Pay Applications

- 12.7.1 ENGINEER will, within ten (10) days after receipt of each Progress Pay Application, either indicate in writing a recommendation of payment and present the Application to PORT, or return the Pay Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Pay Application. PORT shall, within thirty (30) days of presentation of approved Pay Application pay CONTRACTOR the amount recommended.
- 12.7.2 ENGINEER's recommendation of any payment requested in an Pay Application will constitute a representation by ENGINEER to PORT, based on ENGINEER's on-site observations of the Work in progress and on ENGINEER's review of the Pay Application and the accompanying data and schedules, that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief:
 - a. the quality of the Work is in accordance with the Contract Documents, subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation and;
 - b. that CONTRACTOR is entitled to payment of the amount recommended.
- 12.7.3 ENGINEER may refuse to recommend the whole or any part of any payment if, in their opinion, it would be incorrect to make such representations to PORT. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify and such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect PORT from loss because:
 - a. the Work is defective, or completed Work has been damaged requiring correction or replacement,
 - b. written claims have been made against PORT or liens have been filed in connection with the Work,
 - c. the Contract Price has been reduced because of Change Orders,

- d. PORT has been required to correct defective Work or complete the Work in accordance with Article 11.7,
- e. of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents,
- f. CONTRACTOR's failure to make payment to Subcontractor, or for labor, materials or equipment, or
- g. of quantity adjustment or correction.

12.8 Substantial Completion

- 12.8.1 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to the ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a Certificate of Substantial Completion.
- 12.8.2 Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall inspect the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving their reasons therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver a Certificate of Substantial Completion which shall fix the date of Substantial Completion. A Punch List of items to be completed or corrected before achieving Physical Completion shall be attached to the certificate.
- 12.8.3 ENGINEER will identify a division of responsibilities pending Physical Completion between PORT and CONTRACTOR with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work. The division of responsibilities shall become binding upon PORT and CONTRACTOR will be incorporated into the Certificate of Substantial Completion unless PORT and CONTRACTOR shall have otherwise agreed in writing.
- 12.8.4 Documentation required prior to Substantial Completion shall include but is not necessarily limited to:
 - a. Submittals required by the Contract Documents, unless otherwise noted;
 - b. Draft commissioning reports (if any);
 - c. Verification that all utilities are operational;
 - d. Certificate of Occupancy and related approvals by any authority with jurisdiction for same;
 - e. Verification that all third-party inspections have been conducted and Work has passed inspection.
- 12.8.5 PORT shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but PORT shall allow CONTRACTOR reasonable access to complete or correct items on the Punch List.

12.9 Partial Utilization

- 12.9.1 Use by PORT of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:
 - a. PORT at any time may request CONTRACTOR in writing to permit PORT to use any part of the Work which PORT believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work.

1. If CONTRACTOR agrees, CONTRACTOR will certify to the ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a Certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall inspect that part of the Work to determine its status of completion.
 2. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify the CONTRACTOR in writing giving his/her reasons therefore.
 3. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to the CONTRACTOR a Certificate of Partial Substantial Completion, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a Punch List to be completed or corrected before final payment ENGINEER identify the division of responsibilities pending Physical Completion between PORT and CONTRACTOR with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work. The division of responsibilities shall become binding upon PORT and CONTRACTOR will be incorporated into the Certificate of Partial Substantial Completion as to that part of the Work unless PORT and CONTRACTOR shall have otherwise agreed in writing.
 4. PORT shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but PORT shall allow CONTRACTOR reasonable access to complete or correct items on the punch list.
- 12.9.2 In lieu of the issuance of a Certificate of Partial Substantial Completion, PORT may take over operation of a facility constituting part of the Work, whether or not it is substantially complete, if such facility is functionally and separately usable; provided that prior to any such takeover, PORT and CONTRACTOR have agreed as to the division of responsibilities between PORT and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

12.10 Physical Completion

- 12.10.1 Upon written notice from CONTRACTOR that the physical Work is complete, ENGINEER will make a final inspection with the CONTRACTOR, and will notify CONTRACTOR in writing of all items this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies. Physical Completion shall include completion of all Punch List items, final inspection, and Port approval.
- 12.10.2 Documentation to be provided to the PORT required to achieve Physical Completion, shall include but not be limited to:
- a. Verification that the Punch List work has been completed and accepted by the ENGINEER,
 - b. Project Site Documents as defined in Article 6.14,
 - c. Operations and Maintenance Manuals,
 - d. All Warranty documentation, including Maintenance Bonds if any,

- e. Final Commissioning Report,
- f. Verification that all training has been completed, and
- g. A spare parts inventory that confirms delivery receipt by the PORT.
- h. Other documentation required by the Contract Documents.

12.11 Final Payment

12.11.1 CONTRACTOR may make application for final payment following the procedure for progress payments after CONTRACTOR has obtained Physical Completion. The Final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require including but not limited to the following;

- a. Complete and legally effective releases or waivers (satisfactory to PORT) of all Liens arising out of or filed in connection with the Work. In lieu thereof, and as approved by PORT, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which PORT or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to PORT to indemnify PORT against any Lien.
- b. Affidavits of wages paid
- c. All Certified Payroll reports (if needed)
- d. Affidavit that all subcontractors and materialmen have been paid, and
- e. Other documents as required by the Contract Documents.

12.11.2 After issuance of Physical Completion, the ENGINEER will, within ten (10) days after receipt of the final Pay Application, indicate in writing his/her recommendation of payment and present the Application to PORT for payment. Thereupon ENGINEER will give written notice to PORT and CONTRACTOR that the Work is acceptable subject to the provisions of Article 12.11. Otherwise, ENGINEER will return the Pay Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Pay Application. If the Pay Application and accompanying documentation are appropriate as to form and substance, PORT shall, within thirty (30) days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

12.12 CONTRACTOR's Continuing Obligation

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion Physical Completion, nor any payment by PORT to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by PORT, nor any act of acceptance by PORT nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to Article 12.9, nor any correction of defective Work by PORT shall constitute an acceptance of Work not

in accordance with the Contract Documents or a release of CONTRACTOR's obligation to have performed the Work in accordance with the Contract Documents.

12.13 Final Acceptance

12.13.1 Following issuance of the Notice of Physical Completion and the completion of all Closeout Administrative Requirements, the PORT will formally accept the Project. Once the PORT determines that the CONTRACTOR has fulfilled these requirements, the ENGINEER will issue a formal Certificate of Final Acceptance. The PORT of Everett Commission will formally accept the Project, unless the authority to grant Final Acceptance of the Work has been delegated to a PORT official, in which case Final Acceptance shall be accomplished by such official.

12.13.2 Documentation required for Closeout Administrative Requirements include but is not limited to:

- a. Executed Closeout Change Order (if needed)
- b. Verification of Final Pay Application payment
- c. Verification that all PORT provided items, such as key fobs, pad locks, keys, other property of the PORT provided for CONTRACTOR's use, etc. have been returned
- d. Receipt of All Grant Required Documentation by the PORT (Buy American Certificates, etc.)

END ARTICLE 12

ARTICLE 13: SUSPENSION OF WORK AND TERMINATION

13.1 Suspend the Work

- 13.1.1 PORT may, at any time and without cause, suspend the Work or any portion thereof by notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price, or an extension of the Contract Time, or both, directly attributable to any PORT directed suspension, and substantiated, is in accordance with Article 10.
- 13.1.2 Should the suspension be requested in writing by the CONTRACTOR, the CONTRACTOR shall provide a detailed submittal for the basis for the request.
- a. If the ENGINEER agrees the suspension, the length of the suspension shall be mutually agreed to by the PORT and the CONTRACTOR.
 - b. The CONTRACTOR shall **not** be entitled to an adjustment of Contract Time or Contract Price.
 - c. The CONTRACTOR will be responsible for the following:
 1. Safety
 2. Site controls, including but not limited to, protection and prevention of damage to the Work including materials and equipment delivered to the construction site and not yet incorporated into the Work and Port property, traffic controls, Temporary Erosion and Sedimentation Control (TESC), water quality, ensuring the site does not impede Port operations
 3. Maintenance of roadways and all utilities, and
 4. Any costs associated with the suspension of Work

13.2 Termination for Default

- 13.2.1 The PORT may terminate the Agreement following written notice to the CONTRACTOR and its Surety:
- a. If CONTRACTOR disregards the authority of ENGINEER.
 - b. If CONTRACTOR refuses or fails to prosecute the Work with such diligence to ensure completion in accordance with the Contract Documents.
 - c. If CONTRACTOR is bankrupt, insolvent, or its financial condition impairs its ability to perform, or if it makes a general assignment for the benefit of creditors, if a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property, if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, and the CONTRACTOR or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within ten (10) days of receipt of a request for assurance from the PORT.
 - d. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment.
 - e. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractor or for labor, materials or equipment.

- f. If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction over the CONTRACTOR, the Work or the Project Site.
 - g. If the CONTRACTOR performs Work which deviates from the Agreement, and neglects or refuses to correct rejected Work.
 - h. If CONTRACTOR otherwise violates any material way any provisions or requirements of the Contract Documents.
- 13.2.2 Once the PORT determines that sufficient cause exists to terminate the Agreement, the PORT shall give written notice to the CONTRACTOR and its Surety indicating that the CONTRACTOR is in breach of the Contract and that the CONTRACTOR shall remedy the breach to the PORT's satisfaction within seven (7) days after the notice is sent. In case of an emergency, such as potential damage to life or property as determined by the PROJECT MANAGER, the response time to remedy the breach after the notice may be shortened. If the remedy does not take place to the satisfaction of the PORT within the ten day period or shorter period as deemed necessary by the PROJECT MANAGER, the PROJECT MANAGER may, by serving written notice to the CONTRACTOR and Surety, terminate the Agreement and remedy the breach by one of the following actions stated below.
- a. If the Surety elects to tender a new contractor to take over for the defaulting CONTRACTOR, the Surety will provide a new contractor that meets the bidder responsibility and supplemental bidder responsibility criteria of the Contract Documents.
 - b. If the Surety elects to obtain bids to complete the Work, the PORT reserves the right to ensure that the bids are obtained consistent with the Contract Documents and the successful contractor meets the bidder responsibility and supplemental bidder responsibility criteria of the Contract Documents.
 - c. If the Surety requires the PORT to complete the Work and request payment from the Surety, the PORT shall have the right to exercise its sole discretion as to the manner, method and reasonableness of the costs of completing the Work.
 - d. In the event the PORT or Surety take Bids for remedial work or completion of the project, the CONTRACTOR shall not be eligible for the award of such contracts.
- 13.2.3 If the Surety elects to tender a new contractor to take over for the defaulting CONTRACTOR, the PORT, new contractor and Surety would enter into a Takeover Agreement. The Surety will provide a new contractor that meets the bidder responsibility and supplemental bidder responsibility criteria of the Contract Documents.
- 13.2.4 If the Surety elects to obtain bids to complete the Work, the PORT reserves the right to ensure that the bids are obtained consistent with the Contract Documents and the successful contractor meets the bidder responsibility and supplemental bidder responsibility criteria of the Contract Documents.
- 13.2.5 If the Surety requires the PORT to complete the Work and request payment from the Surety, the PORT shall have the right to exercise its sole discretion as to the manner, method and reasonableness of the costs of completing the Work.
- 13.2.6 In the event the PORT or Surety take Bids for remedial work or completion of the project, the CONTRACTOR shall not be eligible for the award of such contracts.

- 13.2.7 If the ENGINEER terminates the Agreement, the CONTRACTOR shall not be entitled to receive any further payments on the Contract until all the Work contemplated by the Contract has been fully performed. The CONTRACTOR shall bear any extra expenses incurred by the PORT in completing the Work, including all increased costs for completing the Work, and all damages sustained, or which may be sustained by the PORT. If Liquidated Damages are provided in the Agreement, the CONTRACTOR shall be liable for such Liquidated Damages until Substantial Completion of Work, including a reasonable charge for the engineering, managerial and administrative costs incurred by the PORT. After all the Work contemplated by the Agreement has been completed, the ENGINEER will calculate the total expenses and damages for the completed Work. If the total expenses and damages are less than the unpaid balance due to the CONTRACTOR for Work completed prior to termination, the excess will be paid by the PORT to the CONTRACTOR. If the total expenses and damages exceed the unpaid balance of Work completed prior to termination, the CONTRACTOR and the Surety shall be jointly and severally liable to the PORT and shall pay the difference to the PORT.
- 13.2.8 In the event the Agreement is terminated; the termination shall not affect any rights of the PORT against the CONTRACTOR. The rights and remedies of the PORT under this Article are in addition to any other rights and remedies provided by law or under this Contract. Any retention or payment of monies to the CONTRACTOR by the PORT will not release the CONTRACTOR from liability. The clauses of the Agreement shall remain in full force and effect until completion of the termination proceedings. Warranties, extended warranties, for work completed, or partially completed shall continue as though a termination had not occurred.

13.3 Termination for Convenience

- 13.3.1 Upon ten (10) days' written notice to the CONTRACTOR, the PORT may, at its convenience and without cause, terminate all or part of the Agreement.
- 13.3.2 If the PORT terminates the Agreement or any portion thereof for convenience, 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 costs 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 Price not yet earned on the whole or part of the Work or substantiated expenses directly attributable to termination, whichever is less. The total amount to be paid to the CONTRACTOR shall not exceed the Contract price as reduced by the amount of payments otherwise made. The PORT shall have title to all Work performed through the date of termination.

13.4 CONTRACTOR May Terminate or Stop Work

- 13.4.1 The CONTRACTOR may terminate for cause. The CONTRACTOR may terminate the Agreement 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:
- a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or

- b. An act of government, such as a declaration of a national emergency, that requires all Work to be stopped.
- 13.4.2 Procedure for CONTRACTOR termination. If one of the reasons described in Article 13.4.1 exists, the CONTRACTOR may, upon seven (7) days' written notice to the PORT, during which period the PORT can cure, terminate the Agreement and recover from the PORT payment for Work executed through the date of termination in accordance with the Contract Documents and substantiated direct costs incurred because of such termination. The total recovery of the CONTRACTOR shall not exceed the unpaid balance of the Contract Price.
- 13.4.3 Should the CONTRACTOR and the PORT mutually want to pursue the Work once the Work is able to resume, Work can be suspended and the parties may negotiate a change order in accordance with Article 10.
- 13.4.4 CONTRACTOR may stop Work for failure of the PORT to pay undisputed amounts. The CONTRACTOR may stop Work under the Agreement if the PORT does not pay undisputed amounts due and owing to the CONTRACTOR within fifteen (15) of the date established in the Contract Documents. If the PORT fails to pay undisputed amounts, the CONTRACTOR may, upon fifteen (15) days' additional notice to the PORT, during which the PORT can pay the amount owed, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Price shall be increased by the amount of the CONTRACTOR's reasonable costs of shut-down, delay and startup.

END OF ARTICLE 13

ARTICLE 14: CLAIMS

14.1 Time for Filing Claims

- 14.1.1 Denial of a Change Order Proposal is a mandatory condition precedent to filing a Claim under the Contract.
- 14.1.2 Unless otherwise agreed in writing by the ENGINEER, the fully documented Claim shall be received by the ENGINEER within thirty (30) days after the denial of a Change Order Proposal.
- 14.1.3 Failure to comply with the time requirements set for filing the Claim shall constitute acceptance by the CONTRACTOR, on behalf of itself and its Subcontractors and suppliers, of the PORT's denial of a Change Order Proposal. Such acceptance shall be considered completed, full and final settlement of all costs, damages and Claims related to or arising from the Change Order Proposal.

14.2 Claim Resolution

- 14.2.1 The parties shall enter the Claim resolution process in good faith and not use the Claim resolution process for purposes other than resolving a good faith dispute. At all times during the Claim the CONTRACTOR agrees to continue to perform the Work with due diligence, unless a stop work order under Article 11 has been issued by the PORT. Both parties have a duty to take all reasonable steps necessary to mitigate losses resulting from the Claim whether those losses are their own or another party's losses.
- 14.2.2 Every Claim must be submitted by the CONTRACTOR in writing. At a minimum a fully documented Claim must contain the following information:
 - a. A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations and items of Work affected by the Claim;
 - b. The date on which facts arose which gave rise to the Claim;
 - c. The name of each employee of the PORT or ENGINEER knowledgeable about the Claim;
 - d. The specific provisions of the Contract Documents which support the Claim;
 - e. The identification of any documents and the substance of any oral communications that support the Claim;
 - f. Copies of any identified documents, other than the Contract Documents, that support the Claim;
 - g. If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reasons CONTRACTOR believes an extension in the Contract Time should be granted; and CONTRACTOR's analysis of its Construction Schedule's Critical Path to demonstrate the reason for the extension in Contract Time;
 - h. If an adjustment in the Contract Price is sought, the exact amount sought and a breakdown of that amount into the categories set forth per Article 10;
 - i. A notarized statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data, except for Blue Book equipment rates, have been incurred, are true and accurate to the best of CONTRACTOR's knowledge and believe, that the Claim is fully supported by the

- accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Price or Contract Time for which CONTRACTOR believes the PORT is liable. The individual signing such certification shall be a duly authorized representative of the CONTRACTOR who has necessary and appropriate authority and responsibility to commit the CONTRACTOR to the truthfulness of the certification;
- j. A statement that the Claim covers all direct, indirect, consequential changes in cost and in time, and otherwise to which the CONTRACTOR and Subcontractors and Suppliers of any tier is entitled.
- 14.2.3 The basis of CONTRACTOR's Claim must demonstrate that an impact occurred and that it has been hurt due to this impact, through such means as schedule analysis, cause/effect analysis, impact analysis, and the like, and provide documentation that clearly points to the PORT as the responsible party for the impact.
- 14.2.4 The PORT has the right to recover its analysis/administration cost of processing and evaluating a Claim for that portion of the Claim that is determined to be unfounded or unsupported. The cost of reimbursement will be the percentage of the original Claim that is determined to be unsupported times the cost of analysis/administration.
- 14.2.5 If the CONTRACTOR is submitting a Claim asserted on behalf of Subcontractor, Sub-Subcontractor, or Supplier, CONTRACTOR shall specifically review the Claim documentation provided by the Subcontractor, Sub-Subcontractor, or Supplier, to ensure that it fully complies with requirements of the Contract.
- 14.2.6 Dispute Resolution Process
- a. Level I. Within seven (7) days of receipt of the CONTRACTOR's documentation, the CONTRACTOR's Project Manager and the Port's Project Manager shall meet, confer, and set a schedule for resolving the claim. The PORT shall have the right to request additional information from the CONTRACTOR and its Subcontractors, Suppliers, etc., at any time prior to or during the Level I meeting. If an adjustment to the Level I meeting schedule is necessary to accommodate such requests for additional information, such adjustment shall be as mutually agreed by the representatives. Failure to provide requested information will delay the elevation process and will be treated as an admission that supporting documentation does not exist. The Port will issue a Change ORDER for the resolved portions of the Claim. Following the Level I meetings, the Port will issue findings and provide them to the CONTRACTOR. If the CONTRACTOR does not agree with the findings of the Level I meeting, CONTRACTOR must submit a written rebuttal addressing each point of disagreement, and sighting the specific documentation supporting its opinion. This rebuttal must be received by the PORT within 30 days of the Level I findings or the claim will be deemed abandoned. Within fourteen (14) days of receipt of the CONTRACTOR's rebuttal, the Port will (1) request a further meeting (2) issued revised findings or (3) re-affirm its previous findings. The CONTRACTOR may not proceed to the Level II process until the Level I process has been exhausted.
- b. Level II. If the Level I process has been fully exhausted without achieving a mutually acceptable resolution, the CONTRACTOR may initiate the Level II process. The executive representatives of the PORT and CONTRACTOR (who did not attend the Level I meetings) shall be jointly briefed by both the PORT and CONTRACTOR Level I

representatives on the results of the Level I meeting, their respective positions, and remaining areas of disagreement. If the CONTRACTOR representative presents new significant information that was not brought to the attention of the PORT during the Level I process, the PORT may, at its option, suspend the Level II process and return the matter to the Level 1 representatives. Otherwise the PORT and CONTRACTOR Level II representatives shall establish a schedule for attempting to resolve the claim. The PORT shall have the right to request additional information from the CONTRACTOR and its Subcontractors, Suppliers, etc., at any time prior to or during the Level II meeting. If an adjustment to the Level II meeting schedule is necessary to accommodate such requests for additional information, such adjustment shall be as mutually agreed by the representatives. Failure to provide requested information will delay the elevation process and will be treated as an admission that supporting information does not exist. The PORT will issue a Change Order for the resolved portions of the Claim. The Port will make findings after the Level II meetings and provide them to the CONTRACTOR. If the CONTRACTOR does not agree with the findings of the Level II meeting, CONTRACTOR must submit a written rebuttal addressing each point of disagreement, and sighting the specific documentation supporting its opinion. This rebuttal must be received by the PORT within 30 days of the Level II findings or the Claim will be deemed abandoned. This rebuttal can include arguments from the Level I rebuttal but must also include additional arguments not covered in the Level I rebuttal. Within fourteen (14) days of receipt of the CONTRACTOR's rebuttal, the PORT will (1) request a further meeting (2) issue revised findings or (3) re-affirm its previous findings. The CONTRACTOR may not proceed to the next step of the Claim resolution process unless the Level II process has been fully exhausted.

- c. Mediation. If the Claim is not resolved in the Level II meeting, the CONTRACTOR may bring no Claim against the PORT in litigation unless the Claim is first subject to non-binding mediation. The CONTRACTOR must notify the PORT within fourteen (14) days after exhausting the Level II process that it intended to bring the unresolved portions of the Claim. Mediation shall be conducted before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. The parties shall schedule mediation sessions at the earliest possible date(s), subject to the schedule of the selected (or appointed) mediator. The parties shall cooperate with the mediator and assure timely and full access to such personnel and documents as the mediator may request. The costs of mediation shall be equally divided between the parties.
- d. Exhaustion of Remedies; Litigation. The CONTRACTOR may bring no litigation on a Claim unless such Claim has been properly raised and considered in the procedures above. All unresolved Claims of the CONTRACTOR shall be waived and released unless the CONTRACTOR has strictly complied with the time limits of the Contract Documents, and a lawsuit is served and filled within the limits stated in Article 6.35. This requirement cannot be waived except by an explicit written waiver signed by the PORT.

14.2.7 No demand for any such Claim, dispute or other matter shall be made later than thirty (30) days after the date on which ENGINEER has rendered a written decision in respect

thereof in accordance with Article 9, and the failure to demand due process within said thirty (30) days' period shall result in ENGINEER's decision being final and binding upon PORT and CONTRACTOR.

END OF ARTICLE 14

ARTICLE 15: MISCELLANEOUS

15.1 General

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Articles 5 and 13 and all of the rights and remedies available to PORT and ENGINEER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Article shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

15.2 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address on file with giver of the notice.

15.3 Computation of Time

When any period of time is referred to in the Contract Documents by Days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

15.4 Correspondence

Any correspondence received after 4:00 p.m., on weekends, or PORT holidays, shall be deemed to be received the next business day.

15.5 Governing Law

The Contract Documents shall be governed by the laws of State of Washington. The sole venue and jurisdiction for any claim, cause of action, suit, proceeding, or any other remedy arising out of or in connection with this Contract shall be Snohomish County Superior Court, Everett, Washington. Any legal proceeding against the PORT shall be perfected within one (1) year of Final Acceptance.

15.6 Non-Discrimination

15.6.1 The PORT is strongly committed to providing a business environment free from discrimination and unlawful harassment including but not limited to, discrimination and harassment on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, any real or perceived

sensory, mental or physical disability, or because of the participation or lack of participation in union activities, or inclusion in any other legally protected group.

15.6.2 The CONTRACTOR shall fully comply with all federal, state and local laws, regulations and ordinances pertaining to non-discrimination, including but not limited to Port policies prohibiting conduct in violation of 42 USC 1983. Such Port policies are incorporated herein by reference.

15.7 Title and Headings

The titles or headings of the sections, divisions, parts, articles, paragraphs, or subparagraphs of the specifications are intended only for convenience of reference and shall not be considered as having any bearing on the interpretation of the text.

END ARTICLE 15

END OF SECTION

SC-01 Supplementary Conditions

The following supplements shall modify, delete, and/or add to the General Conditions. Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

SC-02 Enumeration of Drawings and Specifications

Following are the drawings and specifications which form a part of the Contract Documents as defined under Article 1 of the General Conditions:

A. Drawings

<u>Sheet No.</u>	<u>Title</u>
G1.0	TITLE SHEET AND LOCATION PLAN
G1.1	SHEET INDEX AND ABBREVIATIONS
G1.2	GENERAL NOTES AND LEGEND
G1.3	ACCESS AND TRUCK ROUTE PLAN
G1.4	SOUTH TERMINAL TRUCK ROUTE
G1.6	OVERALL SITE PLAN
C1.1	SITE PLAN & SURVEY CONTROL
C1.2	BALLAST PAD DEMO PLAN
C2.1	SITE SECTIONS
C2.2	SECTIONS & DETAILS (1 OF 2)
C2.3	SECTIONS & DETAILS (2 OF 2)

B. Technical Specifications

Division 01 - General Requirements

Section 01 10 00	Summary of Work
Section 01 22 19	Measurement and Payment
Section 01 23 00	Alternates
Section 01 26 63	Change Order
Section 01 31 00	Coordination
Section 01 31 19	Meetings
Section 01 33 00	Submittals
Section 01 35 29	Health and Safety
Section 01 35 43	Environmental Controls
Section 01 45 00	Quality Control
Section 01 50 00	Temporary Facilities
Section 01 70 00	Contract Closeout

Division 02 – Existing Conditions

Section 02 41 00	Site Demolition
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Division 31 – Earthwork

Section 31 00 00	Earthwork
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Section 31 25 00 Erosion and Sedimentation Controls

- C. Appendices
 - Appendix A – Permits
 - Appendix B – Technical Memorandum – Preload Ground Improvements dated April 15, 2021

SC-03 Article 2.5: Contract Time

Article 2.5 Contract Time shall be amended to include the following:

- 2.5.5 The Contract, in its entirety, shall be Substantially Completed on or before 100 calendar days after Notice to Proceed is issued and shall be Physically Completed within 30 calendar days of Substantial Completion.

SC-04 Article 4.2 Physical Conditions: Investigations and Tests

Article 4 shall be amended to include the following:

- 4.2.3 Project Specific Geotechnical Reports. The geotechnical engineering reports below were prepared for this project. These reports may be viewed as a reference document on the project page on Bonfire, <https://portofeverett.bonfirehub.com>:
 - a. None.
- 4.5 Other applicable reference documents are available and may be viewed as reference documents on the project page on Bonfire, <https://portofeverett.bonfirehub.com>. The reference documents include the following:
 - a. None.

SC-05 Construction Management Software

The PORT will use the VPO (Virtual Project Office) document management system for this project. CONTRACTOR shall also use this web-based system throughout the project for submittal and tracking of all documents including, but not limited to: Requests for Information, Requests for Change, Submittals and general project correspondence. PORT will provide three (3) user licenses for the CONTRACTOR for a four-month duration. Additional user licenses are available for purchase if CONTRACTOR desires to add additional users. The Awarded Contractor shall become familiar with the VPO system prior to the Pre-Construction Meeting; the PORT and VPO will provide one training session for the CONTRACTOR. PORT will neither be responsible for the costs associated with training, nor for any additional costs that may be incurred by the CONTRACTOR for this system as a result of incorporating the VPO forms and tools into its project management processes. Information about VPO can be found at <https://vpocloud.com/>.

SC-06 Article 6.10 Permits

Article 6.10 of the General Conditions is amended to include the following:

- 1. The PORT has applied for and obtained the following permits that cover the Work on this project:
 - A. City of Everett Substantive requirements letter: Community, Planning & Economic Development Department, April 5, 2021
 - B. City of Everett Substantive requirements letter: Public Works Department, April 15, 2021

2. The PORT has applied for and expects to obtain coverage under the following permit.
 - A. Department of Ecology, Construction Stormwater General Permit coverage: Should the permit coverage not be issued prior to Notice to Proceed, the CONTRACTOR shall proceed with the Work and diligently implement all Temporary Erosion and Sediment Control parameters and the project SWPPP in order to minimize risk to the PORT, and the discharge of stormwater from the site to surface water or storm drainage system is strictly prohibited. The PORT assumes any risk associated with any failure to obtain permit coverage so long as the CONTRACTOR properly implements the requirements described in this No. 2.

The CONTRACTOR shall comply with all conditions of these permits. Copies of all permits must be posted at the CONTRACTOR'S project field office.

SC-07 Liquidated Damages

1. In naming the prices for completion of the Work within the time specified it shall be understood and agreed the work shall be completed within that time. If, however, Work is not completed within the time named in the Contract, or as extended in accordance with Article 10 of the General Conditions, the PORT may deduct and retain as liquidated damages out of any sum then due or that may become due the CONTRACTOR at time of such delinquency, or later, the sum as set forth in Article 3 of the Agreement Form for each and every calendar day that the date of substantial completions of the Contract are delayed.
2. In submitting a proposal and signing the Contract, the CONTRACTOR thereby shall have agreed to these provisions and, furthermore, that the sum deducted and retained is not a penalty but a reimbursement to the PORT for damages which the PORT will have sustained by reason of such delayed completion. Damages so liquidated are understood to include the additional cost to the PORT for engineering, interest charges, overhead, and the like.
3. Amount due the PORT from the CONTRACTOR under the foregoing shall not in any degree release the CONTRACTOR from further obligations in respect to the fulfillment of the entire contract, nor any right which the PORT may have to claim, sue for, and recover compensation and damages for nonperformance or breach of the contract.

SC-08 Use of Name & Logo

All uses of any logo or name of the Port of Everett publicly for publicity, promotion or otherwise must have prior written approval by Port before any use. All requests for approval pursuant to this Section must be submitted to Public Affairs, at the following e-mail address: publicaffairs@portofeverett.com at least five (5) business days prior to the date on which a response is needed.

SC-09 Essential Project Status

This Project has been designated as an essential project. If a Stay Home, Stay Health order, or similar state or federal government directive, is issued, the Contract and subcontractors shall continue to diligently prosecute Work on this project in compliance with the requirements of the state or federal government directive.

END OF SECTION

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This Section 00 73 10, Federal Grant Supplemental Conditions (Supplemental Conditions), sets forth 2 CFR 200 Uniform Grant Guidance (UGG), U.S. Department of Transportation (DOT) federal provisions and other provisions applicable to this Contract. If any of the provisions below conflict with the general provisions found in the Section 00 72 00, General Conditions or Section 00 73 00, Supplementary Conditions, the provisions set forth here in Section 00 73 10 control and supersede those portions. Where any provisions of those portions modified or deleted by these Supplemental Conditions, the unaltered portions of the provision remain in full force and effect.

Contractor is apprised that many of the provisions in this section are flow down, which means the provision also applies to subcontracts. Review each provision for its application to subcontracts.

1) Incorporation of Federal Terms

The following provisions in this section include, in part, certain Standard Terms and Conditions required by the federal funding agency, DOT, whether or not expressly set forth in the following contract provisions. All contractual provisions required by the DOT are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all DOT mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract Documents. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of the Port's requests, which would cause the Port to be in violation of these Supplemental Conditions.

2) Federal Changes

The Contractor shall at all times comply with all applicable DOT regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Grant or Master Agreement between the Port and DOT, as they may be amended or promulgated from time to time during the term of this Contract. Failure by the Contractor to so comply shall constitute a material breach of this Contract.

3) No Federal Government Obligation to Third Parties

The Port and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Port, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by DOT. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4) Access to Records and Reports

a) In accordance with 49 CFR 18.36(l), the Contractor agrees to provide the Port, DOT, the Comptroller General of the United States, the State of Washington, or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.15 to provide the DOT or its authorized representatives access to Contractor's records and construction sites pertaining to a capital project, which is receiving federal financial assistance through the DOT programs.

- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) In accordance with 49 CFR 18.39(i)(11), the Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Port, the DOT Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

5) Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq., apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the DOT-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that, if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by DOT under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate;

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by DOT. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

6) Environmental Requirements

- a) Environmental Protection: The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- b) Air Quality: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 *et seq.* The Contractor agrees to report each violation to the Port and understands and agrees that the Port will, in turn, report each violation as required to assure notification to DOT and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract which exceeds \$100,000.

- c) Clean Water: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 *et seq.* The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. Section 300h *et seq.* The Contractor agrees to report each violation to the Port and understands and agrees that the Port will, in turn, report each violation as required to assure notification to DOT and the appropriate EPA Regional Office. The Contractor also agrees to include these Clean Water requirements in each subcontract, which exceeds \$100,000.
- d) Wild and Scenic Rivers: The Contractor agrees to comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. Section 1271 *et seq.* relating to protecting components of the national wild and scenic rivers system.
- e) Rivers and Harbors Act/General Bridge Act: The Contractor agrees to comply with Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 USC 401 and 525
- f) Coastal Zone Management: The Contractor agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. Section 1451 *et seq.*
- g) Wetlands: The Contractor agrees to comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. Section 4321.
- h) Flood Disaster Protection Act of 1973: The Contractor agrees to comply with Executive Order 11988 – Floodplain management and the Flood Disaster Protection Act of 1973, as amended, 42 USC 4001, *et seq.*
- i) Endangered Species: The Contractor agrees to comply with protections for endangered species of the Endangered Species Act of 1973, as amended, 16 U.S.C. Section 1531 *et seq.*
- j) Fish and Wildlife: The Contractor agrees to comply with the Magnuson-Stevens Fishery Conservation and Management Act – 16 USC 1801 *et seq.*, and the Fish and Wildlife Coordination Act of 1956 – 16 USC 661 *et seq.*
- k) Farmland: The Contractor agrees to comply with the Farmland Protection Policy Act of 1981 7 USC 4201 *et seq.*
- l) Noise Control: The Contractor agrees to comply with the Noise Control Act of 1972, 42 USC 4901, *et seq.*
- m) CERCLA: The Contractor agrees to comply with the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 USC 9601 *et seq.*
- n) Safe Drinking Water: The Contractor agrees to comply with the Safe Drinking Water Act 42 USC 330f *et seq.*
- o) The Wilderness Act: The Contractor agrees to comply with the Wilderness Act 16 USC 1131 *et seq.*
- p) Migratory Bird Treaty Act: The Contractor agrees to comply with the Migratory Bird Treaty Act 16 USC 703 *et seq.*
- q) Historic Preservation: The Contractor agrees to facilitate compliance with Federal historic and archaeological preservation requirements of the National Historic Preservation Act of 1966 – 54 USC 306108 *et seq.*, the Archaeological and Historic Preservation Act of 1974, - 54 USC 312510 *et seq.*, the Native American Graves Protection and Repatriation Act – 25 USC 3001, *et seq.*, The Contractor agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify

DOT of any such properties that will be affected. The Contractor agrees to comply with all Federal requirements to avoid or mitigate adverse effects on those historic properties.

- r) Environmental Justice: The Contractor agrees that it shall not propose as part of any deliverable anything that shall fail to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.
- s) Energy Conservation: The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. This requirement applies to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.
- t) The Power Plant and Industrial Fuel Act of 1978 PL 100-42 Section 403 - 42 USC 8373

The above subparagraphs in 6. Environmental Requirements, are not all inclusive. The Contractor agrees the above listings in the subparagraphs of this provision do not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation. The Contractor agrees to comply and assures the compliance of its subcontractors, with any such Federal environmental and resource conservation requirements as the Federal Government may now or in the future promulgate.

7) Recycled Products

To the extent practicable and economically feasible, the Contractor shall provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in U.S. Environmental Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. The Contractor shall include this provision in all of its subcontracts, with the requirement that it shall flow down to all subcontracts regardless of tier.

8) Seismic Safety Requirements

On all contracts for construction of new buildings or additions to new buildings, the Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

9) Federal Rights in Data and Copyrights

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned by and made available to the Port for public use, unless the Port determines it is not in the public interest that it be owned or available to the Port.

The term "Subject Data" used in this Contract means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings or plans associated lists, designs, calculations, notes, process sheets, manuals, technical reports, catalog item identifications, other related information and other work submitted or which are specified to be

delivered under this Contract or which are developed or produced and paid for under this Contract, whether or not complete (referred to in this section as "Subject Data") shall be vested in the Port or such other local, state or federal agency, if any, as may be provided by separate contract with the Port. By separate contract, the Port may be required to provide the Federal Government with a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the "Subject Data" described herein. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government.

The term "Subject Data" does not include financial reports, cost analyses, or similar information used for Project administration.

Except as prohibited or otherwise limited by State law, upon request by the Port, the Contractor agrees to indemnify, save, and hold harmless the Port, the Federal Government and their officials, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

The Contractor shall ensure that substantially the foregoing paragraphs of this provision, Federal Rights in Data and Copyrights, are included in each subcontract for work on the Project.

10) Acquisition of Property Shipped by Ocean Vessel/Aircraft and Transportation of Persons by Air

Cargo Preference - Use of United States Flag Vessels: Pursuant to 46 CFR 381 the Contractor agrees as follows:

- a) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Office of National Cargo and Compliance, Maritime Administration, US Department of Transportation, Washington DC, 20590 and to the Port (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c) To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

11) Buy American

This procurement is subject to Buy American Act as outlined in 41 USC § 8301-8305 and as outlined in Executive Order 14005 – Ensuring the Future is Made in All of America by All of American's Workers, 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to US Contractors. The Contractor and all subcontractors, suppliers, vendors, distributors and manufacturers shall comply with Buy American

provisions, as summarized below and contained within federal law. The Contractor shall be responsible for certifying to the Port with the Bid Documents that it understands the Buy American requirements. In addition, the Contractor shall provide the Port with appropriate certifications during the Contract to comply with the Buy American requirements.

- (a) The Project is a public work of the Federal Government under 41 U.S.C. § 8301.
- (b) Sections 18.2(a)–(g) implement 41 U.S.C. §§ 8301-8305, the Buy American Act, by providing a preference for domestic construction material. The Recipient shall not use foreign construction materials in performing this agreement, except that:
 - (1) the Recipient may use a commercially available off-the-shelf item under 41 U.S.C. § 1907 regardless of its components if the item is manufactured in the United States;
 - (2) the Recipient may use information technology that is a commercial item;
 - (3) the Recipient may use foreign construction materials that are listed at 48 C.F.R. 25.104; and
 - (4) the Recipient may use foreign construction materials if the USDOT has authorized their use under section 18.2(d).
- (c) If the Recipient uses foreign construction material in violation of section 18.2(b), the USDOT may disallow and deny reimbursement of costs incurred by the Recipient and take other remedial actions under article 16 and 2 C.F.R. 200.338.
- (d) The USDOT may authorize the Recipient to use foreign construction material, by modifying this agreement under section 21.1, if the USDOT determines that:
 - (1) applying the Buy American statute to the construction material would be impracticable or inconsistent with the public interest;
 - (2) the construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
 - (3) the cost of domestic construction material is unreasonable.
 - (4) The cost of a domestic construction material is unreasonable under section 18.2(d)(3) if the cost of that material exceeds the cost of comparable foreign material by more than 6 percent.
- (e) The Recipient may request that the USDOT authorize the Recipient to use foreign construction material under section 18.2(d). If the Recipient makes a request under this section 18.2(e), the Recipient shall provide adequate information for the USDOT to evaluate the request, including:
 - (1) a description of the foreign and domestic construction materials;
 - (2) unit of measure;
 - (3) quantity;
 - (4) price, including all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued);
 - (5) time of delivery or availability;
 - (6) location of the construction project;
 - (7) name and address of the proposed supplier;
 - (8) a detailed justification of the reason for use of foreign construction materials identifying the specific basis for an exception under section 18.2(d);
 - (9) if the Recipient requests authorization under section 18.2(d)(3), a reasonable survey of the market and a full price comparison measuring the relative costs of the available domestic and foreign construction materials; and
 - (10) if the Recipient submits the request after contract award, an explanation why the Recipient

could not have, before contract award: (A) reasonably foreseen the need for the determination and (B) requested the determination.

(f) The Recipient acknowledges that:

- (1) this agreement is not a Government procurement contract;
- (2) acquisitions of supplies, services, or construction materials by the Recipient under this agreement are not acquisitions by the Government; and
- (3) the Free Trade Agreement exceptions to the Buy American Act as provided by 48

C.F.R. Part 25, Subpart 25.4 are inapplicable to this agreement.

(g) In sections 18.2(a)–(g), the following definitions apply:

“commercially available off-the-shelf (COTS) item”

- (1) means any item of supply (including construction material) that is: (A) a commercial item as defined by 48 C.F.R. § 2.101; (B) sold in substantial quantities in the commercial marketplace; and (C) offered to the Government, under an agreement, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) does not include bulk cargo, as defined in 46 U.S.C. § 40102(4), such as agricultural products and petroleum products.

“construction material” means an article, material, or supply brought to the construction site by the Recipient for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

“cost of components” means—

- (1) For components purchased by the Recipient, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Recipient, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if: (A) the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or (B) the construction material is a COTS item manufactured in the United States.

“foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

- (h) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

12) Contract Work Hours and Safety Standards Act

- a) Overtime Requirements: No contractor or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (A) of this provision, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this provision, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (A) of this provision.
- c) Withholding for Unpaid Wages and Liquidated Damages: The Port shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (B) of this provision.
- d) Compliance with OSHA: The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 333, and applicable Department of Labor regulations, "Safety and Health Regulations for Construction" 29 CFR 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.
- e) Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the paragraphs set forth in this provision 12, Contract Work Hours And Safety Standards Act, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this provision.

The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this provision if the work in question involves the performance of construction work and is to be performed (1) directly on or near the

construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity.

If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

13) Audit

The Comptroller General shall have direct access to sufficient records and information of the Recipient, as they determine to ensure accountability for Federal Funds. Audits will be conducted in accordance with OMB Circular A-133.

14) Investigative and Enforcement Procedures

The Contractor shall comply with the Investigative and Enforcement Procedures found in 14 CFR Part 13. Contractors' Certificate Regarding Debarment, Suspension, and Other Responsibility Matters

- a) The Contractor agrees to comply, and assures the compliance by each of its subcontractors at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "2 CFR Parts 180, 1200, 1201, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29. The Contractor shall submit its certificate on the form found in Section 00 73 10 Attachment B.
- b) This certification is a material representation of fact. If at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to the Port. If it is later determined that the Contractor knowingly rendered an erroneous certification, the Port may terminate the Contract for cause of default, in addition to other remedies available including federal suspension and/or debarment.

15) Certification Regarding Debarment, Suspension and other Responsibility Matters – Primary Covered Transactions

2 C.F.R. Parts 180 and 1200 and 48 C.F.R. Part 9

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring MARAD approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Bid Document and by entering into the agreement under the FY 2016 TIGER Discretionary Grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2016 TIGER Discretionary Project, as set out below.

a. Instructions for Certification – First Tier Participants:

- i) The prospective first tier participant is providing the certification set out below.
- ii) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall

- submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- iii) The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
 - iv) The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this Bid is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - v) The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
 - vi) The prospective first tier participant agrees by submitting this Bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
 - vii) The prospective first tier participant further agrees by submitting this Bid that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
 - viii) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
 - ix) Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- x) Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

16) Anti-Lobbying Amendment

Contractors who apply or bid on a solicitation valued at \$100,000 or more shall complete the certification required by 49 CFR Part 20, "New Restrictions on Lobbying" found in Section 00 73 10 Attachment C. Additionally, the Contractor shall require each subcontractor and each lower tier subcontractor exceeding \$100,000 to certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Contractor to be submitted to the Port.

17) Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions

The Contractor agrees to comply with the requirements of Limitation of Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions 31 USC 1352.

18) Open and Fair Opportunities

"The Port, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

During the term of this Agreement, the Contractor shall not create barriers to open and fair opportunities to participate in Port contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. During the performance of this Agreement, neither the Contractor nor any party subcontracting under the authority of this Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

The selected Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination including RCW Chapter 49.60. The Contractor further agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to the following:

- a) Nondiscrimination in Federal Programs: The selected Contractor agrees to comply with the provision of Executive Order 11246, 49 U.S.C. § 5332, 41 CFR, Parts 60 et seq., 49 CFR Part 21, 49 CFR Part 5, 49 CFR Part 25, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b) Compliance with Regulations: The Contractor will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Maritime Administration (MARAD), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or MARAD to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or MARAD, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or MARAD may determine to be appropriate, including, but not limited to:
 - i) withholding payments to the contractor under the contract until the contractor complies; and/or
 - ii) cancelling, terminating, or suspending a contract, in whole or in part.
- f) During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.

- ii) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - iii) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex) and 49 CFR Part 25;
 - iv) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
 - v) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - vi) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - vii) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - viii) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
 - ix) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - x) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - xi) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - xii) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
 - xiii) American Indian Religious Freedom Act, 42 USC 1996d
 - xiv) 28 CFR Section 50.3 – US Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- g) **Incorporation of Provisions: The contractor will include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto.** The contractor will take action with respect to any subcontract or procurement as the Recipient or MARAD may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

19) Disadvantaged Business Enterprises

- a) The Contractor agrees to comply with Disadvantaged Business Enterprises in Transportation Financial Assistance Programs. – 49 CFR Part 26
- b) The Contractor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- c) It is a national policy to place a fair share of purchases with small, minority, and woman-owned business firms. The DOT and Port are strongly committed to the objectives of this policy and encourage all Recipients of its Grants to take affirmative steps to ensure such fairness. In particular, Recipients should:
 - i) Place small, minority, and woman-owned business firms on bidders mailing lists;
 - ii) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services;
 - iii) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms;
 - iv) Use the assistance of the Small Business Administration and the Office of Small and Disadvantaged Business Utilization, Department of Transportation, and similar state and local offices, where they exist.
- d) The apparent low bidder shall submit the Small Business and Disadvantaged Business Enterprise Outreach Documentation found in Section 00 73 10, Attachment E, prior to contract award. Such documentation will be evaluated by the Port in determining the apparent low bidder's qualifications and good faith efforts.

20) Conflicts of Interest

- a) Contingent Fees: The Contractor warrants and covenants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty the Port shall have the right to terminate this Agreement and/or in its discretion to deduct from the Total Price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- b) Gratuities: The Contractor warrants and covenants that no gratuities, in the form of entertainment, gifts or otherwise, have been or will be offered or given by the Contractor or any of its agents, employees or representatives to any official member or employee of the Port in an attempt to secure a contract or favorable treatment in awarding, amending or making any determination related to the performance of this Agreement.
- c) Conflict of Interest: The Contractor warrants and covenants it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the performance of the work and services required to be performed under this Agreement and that it shall not employ any person or agent having any such interest. In event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, the Contractor shall immediately disclose such interest to the Port and take action immediately to eliminate the conflict or to withdraw from the Agreement as the Port may require.

- d) Breach of Covenants: If the Port has reason to believe that the covenants set forth in subparagraphs A, B, or C of this section have been breached, it shall so notify the Contractor in writing. The Contractor shall respond to said notice within ten days of receipt with a detailed written explanation or answer to any facts, allegations or questions contained or referenced in said notice. The Contractor may request a hearing on the matter by the Port which shall be conducted by the Executive Director or designee. The decision of the Executive Director shall be a prerequisite to appeal thereof to the Superior Court of Snohomish County, State of Washington. If, after consideration of the Contractor's response and any hearing, the Executive Director determines that the covenants have been breached, the Executive Director shall have the discretion to exercise those remedies provided by any applicable federal or state laws or regulations or by this Agreement in the event of said breach and/or prohibited conflicts of interest.

21) Davis-Bacon Act

This Contract is subject to both the Washington State prevailing wage requirements and the federal Department of Labor (DOL) prevailing wage requirements. No claim for additional compensation will be allowed that is based upon lack of knowledge or error in interpretation of these requirements by the Contractor. A copy of the most recent state and federal prevailing wages is included in the Contract Documents, however; these wages may not be the actual wages applicable to this project. The applicable Washington State Prevailing Wages will be the prevailing wage rate for Snohomish County effective on the date the bid is due. The applicable Federal Department of Labor prevailing wage rate for Snohomish County effective **ten** days prior to the bid due date. The higher of the two wage rates will prevail.

The contractor and subcontractors shall pay each laborer or mechanic on the project on a weekly basis. The contractor shall submit weekly for each week in which any contract work is performed a Certified Payroll Report. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired; however, Optional Form WH-347 is available for this purpose and may be downloaded from the United States Department of Labor Wage and Hour Division at <http://www.dol.gov/whd/forms/wh347instr.htm>. The prime contractor is responsible to ensure the submission of certified payrolls by all subcontractors.

The Port of Everett requires that a Port of Everett Supplement to Certified Payroll Report (Attachment D) be attached to each Certified Payroll submitted. This supplement confirms that the higher of the Washington State and Federal prevailing wages has been paid.

- a) Compliance with Copeland Act Requirements: The contractor shall comply with 18 USC 874 and 40 USC 3145 which requires statements of wages paid and prohibits kickbacks, incorporated by reference in this contract.
- b) Compliance with Davis-Bacon and Related Act Requirements: All rulings and Interpretations of the Davis-Bacon and Related Acts regarding payment of prevailing wage contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

22) Settlement of Procurement Issues

The Port of Everett alone will be responsible for the settlement of all contractual and administrative issues arising out of procurement. The Port will handle and resolve procurement issues and shall

disclose information regarding such issues to DOT. Such issues include, but are not limited to, source evaluation, bid protests, disputes, and claims. DOT is not a party to any of the Port's agreements for the accomplishment of the proposed project. Reviews by DOT will be limited to violations of the Port's protest procedures, or failure of the Port to review a complaint or protest. All other issues will be referred to the Port.

23) Protest Procedures

The Port's bid protest procedures listed in the Instructions to Bidders 3.11 will be used to resolve bid protest. Bid protest appeals will be handled as follows:

- a) A protestor must exhaust all administrative remedies at the Port level before pursuing a protest with DOT. Only parties with a financial interest, which are adversely affected by the Port's decision on the initial bid protest, may file a bid protest appeal with DOT.
- b) DOT will not substitute its judgment for that of the Port's unless the matter is primarily a federal concern. Reviews by DOT will be limited to the violations described under the preceding section entitled "Settlement of Procurement Issues." Violations of law will be referred to the appropriate local or state authority.
- c) Bid protest appeals must be filed with the cognizant DOT regional or Headquarters Office within five (5) working days of the date the receipt of the Port's final decision. A bid protest appeal must:
 - i) Be a written complaint regarding the Port's determination of a bid protest appeal;
 - ii) Include a copy of the Port's determination of the protest; and
 - iii) State the basis for the appeal.
- d) The party filing the bid protest appeal must concurrently transmit a copy of all protest documents and any attachments to all other financially interested parties which may be adversely affected by the determination of the protest appeal.

24) Substance Policies

The Contractor will comply with the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42, USC 4541, et seq, Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 USC 290dd through 290dd-2.

- a) The Contractor will comply with Government wide Requirements for Drug-Free Workplace, 49 CFR Part 32.
- b) The Contractor will comply with procedures for transportation Workplace Drug and Alcohol Testing Programs, 49 CFR Part 40.

25) ADA Regulations

- a) The Contractor agrees to comply with the Architectural Barriers Act of 1968 – 42 USC 4151, et seq.
- b) The Americans with Disabilities Act of 1990 42, USC 12101, et seq.
- c) The Contractor agrees to comply with DOT's oversight of DOJ's ADA Regulations for non-transit program, including the ADA Accessibility Guidelines, required by the DOJ regulations at 28 CFR Part 35.

- d) The Contractor agrees to comply with enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation 49 CFR Part 27 and 49 CFR Part 28, Part 30.
- e) The Contractor agrees to comply with DOT's implementing ADA regulations for transit, including the ADA Accessibility Guidelines in Part 37, Appendix A – 40 CR Parts 37 and 38.

26) Restrictions on Federal Public Works Projects – Certification

The Contractor agrees to comply with the restrictions on federal works projects pertaining to suppliers of goods and services of countries that deny procurement market access to US contractors outlined in 49. CFR 30. The Contractor shall not supply of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

27) Federal Fair Labor Standards Act

The Contractor agrees to comply with the Federal Fair Labor Standards Act – 29 USC 201 et seq pertaining to employments in and affecting interstate commerce and minimum standards of living necessary for health, efficiency, and general well-being of workers.

28) John D McCain National Defense Authorization Act

Contractor agrees to comply with the requirements of Section 889 of the John DMcCain National Defense Authorization Act for Fiscal Year 2019, Pub L 115-232 and 2 CFR 200.216 which places a prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (AUGUST 2020) for non-U.S. organizations implemented the statutory prohibition 889(b)(1) that prohibits the use of award funds, including direct and indirect costs, cost-share and program income, to procure covered telecommunication and video surveillance services or equipment.

Attachment A – Buy American Certification

1) Acknowledgement

The Contractor acknowledges to and for the benefit of the Port of Everett “PORT” that it understands the goods and services under this Contract are funded with monies made available by the US DOT and that the grant contains provisions commonly known as “Buy American” which requires all of the iron, steel and manufactured goods used in the project be produced in the United States (“Buy American Requirements”) as outlined in 41 USC § 8301-8305.

2) Representations

The Contractor hereby represents and warrants to and for the benefit of the Port that the Contractor has:

- a) Reviewed and understands the Buy American Requirements outlined in 41 USC § 8301-8305.,
- b) All of the iron, steel and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and is consistent with the deadlines prescribed in or required by the bid solicitation.
- c) The Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Port.
- d) The Contractor will include Buy American provisions in all their subcontracts and purchase agreements.

_____	_____
Company Name	Authorized Representative Name
_____	_____
Date	Authorized Representative Title

	Authorized Representative Signature

Attachment B – Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters

1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a) The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - ii) Have not within a three-year period preceding this Bid been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - iv) Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State or local) terminated for cause or default.
 - v) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

2) Instructions for Certification - Lower Tier Participants: (Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior MARAD approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

- a) The prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this Bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d) The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this Bid is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e) The prospective lower tier participant agrees by submitting this Bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this Bid that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

- a) The prospective lower tier participant certifies, by submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

I certify under penalty of perjury that the above statements are true.

Signature: _____ Date: _____

Name: _____ Position: _____

Company:



ATTACHMENT C - LOBBYING CERTIFICATE

The undersigned (Contractor) certifies to the best of its knowledge or belief that it complies with 49 CFR Part 20 New Restrictions on Lobbying:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions, [as amended by “Government wide Guidance for New Restrictions on Lobbying, “61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. Section 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to amend a required certification or disclosure form shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor certifies or affirms that truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.* and 49 CFR Part 20 apply to this certification and disclosure, if any.

Bidder: _____
(Type or Print Company Name)

By: _____
(Signature) (Title)

Print Name: _____

NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000, AND TO OBTAIN THIS CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

Attachment D: Supplement to Certified Payroll Report for Federally-Funded Projects

This form MUST be completed and submitted to the Port of Everett with the weekly certified payrolls for the prime contractor and all levels of subcontractors. The project identified below is being fully or partially funded with federal monies and is subject to both the Washington state prevailing wage and the federal Department of Labor prevailing wage requirements, with the higher of the two wage rates prevailing. The purpose of this form is to confirm that the higher of the two wage rates is being paid and the rate paid equals or exceeds the prevailing wage rate used.

PROJECT NAME:		PORT PROJECT NO.:	
PAYROLL PERIOD: For The Week Ending (Month, Day, Year):			
CONTRACTOR / SUBCONTRACTOR INFORMATION: (A separate report must be filed for each company.)			
Company Name:		Contact Person	
Address:		City, ST, Zip:	
Email:		Phone:	

The following information is required (add more pages if needed)

1. Name of each employee working on the project
2. Work classification of each employee
3. Prevailing wage classification and total rate (including fringes) from WA State Dept. of L&I, Snohomish County Prevailing Wage Rates
4. Prevailing wage classification and total rate (including fringes) from US Dept. of Labor, Davis Bacon Wage Determinations
5. Hourly rate of pay actually paid to the employee
6. Hourly total fringes actually paid to the employee
7. Total hourly rate (including fringes) paid to the employee

Sample Entry:

John Doe	Journeyman Electrician	Electrician – Inside Journey Level	\$ 50.33	Electrician Snohomish Co. ELEC0191-003	\$ 47.49	\$ 36.76	\$ 15.16	\$ 51.92
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Employee Name	Work Classification	Snohomish County Prevailing Wages		Davis Bacon Wage Determinations		Actual Rate of Pay Paid to Employee		
		Classification	Rate (Incl. Fringes)	Classification	Rate (Incl. Fringes)	Hourly Rate	Hourly Fringes	Total Hourly Rate
			\$		\$	\$	\$	\$
			\$		\$	\$	\$	\$
			\$		\$	\$	\$	\$
			\$		\$	\$	\$	\$
			\$		\$	\$	\$	\$

PREPARED BY: Name & Title:	Signature:	Date:
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ATTACHMENT E: SMALL BUSINESS AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) OUTREACH DOCUMENTATION

The apparent low Bidder shall submit this form of its outreach efforts with the bid documents. The Port of Everett may request the Bidder provide additional information regarding its efforts. Attach additional pages as necessary.

A. Small Business and DBE firms proposed to be utilized for this contract

Firm Name:	
Contact Person:	
Area of Expertise:	
DBE and Small Business Status:	
Firm Name:	
Contact Person:	
Area of Expertise:	
DBE and Small Business Status:	
Firm Name:	
Contact Person:	
Area of Expertise:	
DBE and Small Business Status:	

B. Other Small Business and DBE firms solicited during the bidding phase

Firm Name:	
Contact Person:	
Area of Expertise:	
DBE and Small Business Status:	
Date Contacted:	
Response:	
Firm Name:	
Contact Person:	
Area of Expertise:	
DBE and Small Business Status:	
Date Contacted:	
Response:	
Firm Name:	
Contact Person:	
Area of Expertise:	
DBE and Small Business Status:	
Date Contacted:	
Response:	

C. No Subcontracting is anticipated for this Project: _____

By submitting this form the Bidder certifies that it has contacted the identified firms in an effort to solicit DBE firms and/or small business firms for this Contract.

Date:

Signature:

Name:

Company Name:

PART V – TECHNICAL SPECIFICATIONS

DIVISION 01
GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 SCOPE

A. The work included in this Contract is defined on the drawings listed in Section 00 73 00, and within these specifications under the following Division Numbers:

0. BIDDING AND CONTRACT REQUIREMENTS

1. GENERAL REQUIREMENTS

2. SITE WORK

B. The Work under this contract is to furnish, provide, and install all labor, materials and equipment, as may be required to complete the Work, installed, tested, and ready for use, and as described in these documents.

C. Description of Work: This project will construct a preload over approximately 6 acres in the PORT's new Norton Terminal. The Work includes removal and transport of approximately 2,300 tons of existing crushed rock from the PORT's South Terminal for construction of a haul road, and furnishing and installing another approximately 50,000 cubic yards of crushed rock material for the balance of the preload. Other ancillary Work includes temporary erosion control measures, furnishing and installing settlement plates, relocating concrete ecology blocks, sweeping, and other related work. This project is funded by a federal BUILD Grant administered through MARAD. Federal terms and conditions apply, including federal Buy American provisions.

1.02 LOCATION

The work area is located at the Port of Everett's 2600 Federal Ave, Everett, WA 98201.

1.03 ACCESS TO SITE

- A. The CONTRACTOR shall have access to the construction site via Federal Avenue to the south and Norton Avenue to the north.
- B. Due to other on-going Port projects, the access points may change over the term of the contract. Comply with those changes as directed by the ENGINEER.
- C. Refer to the drawings for locations of the on-site CONTRACTOR laydown areas.
- D. All CONTRACTOR's employee cars and other private vehicles may be parked within the boundaries of the proposed Norton Terminal site, as directed by the PORT, and subject to change depending on the PORT's immediate cargo operations.

1.04 WORK PERFORMED UNDER SEPARATE CONTRACTS

The CONTRACTOR shall, by way of the ENGINEER, familiarize itself with other contracts which have been awarded, or are about to be awarded, by the PORT for other construction work in the same or immediate area. The CONTRACTOR shall coordinate the progress of its work with the established schedules for completion and phasing.

1.05 WORK BY OTHERS ON THIS PROJECT – NOT USED

1.06 PORT OF EVERETT FURNISHED MATERIAL

Port of Everett will furnish the Contractor with the following material:

A. Approximately 2,300 tons of crushed rock ballast, located in South Terminal

1.07 PRE-ORDERED MATERIALS - NOT USED

1.08 SPECIAL ALLOWANCES - NOT USED

1.09 COORDINATION

The Work to be performed under this project involves construction within an active facility. The CONTRACTOR will coordinate its activity with PORT terminal operations, so that interference with PORT activities will be minimized.

1.10 MATERIALS TESTING

Necessary materials testing shall be performed by an independent testing laboratory and paid for by the PORT, unless otherwise specified. Access to the area necessary to perform the testing and/or to secure the material for testing, shall be provided by the CONTRACTOR.

1.11 FISH WINDOW

No in-water work is included in this Contract. However, the CONTRACTOR shall use best management practices to avoid having materials or equipment enter waters adjacent to the work site.

1.12 CONTRACTOR WORK HOURS

CONTRACTOR's work hours shall be limited to 7:00 AM – 6:00 PM on Monday through Friday, 8:00 AM – 6:00 PM on Saturdays, Sunday's and state recognized holidays. Unless business or Safety necessitates, on weekends the Contractor and subcontractors shall minimize the use of car alarms and chain saws in the South Terminal.

END OF SECTION

PART 1.0 - GENERAL

1.01 DESCRIPTION MEASUREMENT OF WORK

- A. This Section specifies requirements for measurement of and payment for completed Work under this Contract. The scope of Work in the Contract shown on the Bid Schedule(s) on the Bid Form for purposes of measurement and payment. Any Work required by the Contract Documents that is not specifically described in the pay item descriptions shall be considered incidental to other items of work and shall not be specifically measured for payment.
- B. CONTRACTOR shall measure completed work as defined in the Contract Documents and shall compute all quantities required for measuring tasks and subtasks for the pay item division of work; these quantities will be verified by the PORT. Agreement between the PORT and CONTRACTOR shall be reached on invoiced quantities and amounts prior to submittal of each invoice.
- C. Payments will be made at the respective Lump-Sum and Unit Prices for each pay item of work in the Contract Price. All work specified in this Contract is included within the pay items listed in the Bid Form and Article 1.04 of this Section. Payment shall be considered full compensation for furnishing all labor, materials and equipment to complete the Work in accordance with the requirements and intent of the Contract Documents. Unless otherwise stated, each pay item shall include all direct and indirect costs necessary to complete the subject work of that pay item and includes all overhead and profit.

1.02 MEASUREMENT AND PAYMENT FOR UNIT PRICE ITEMS

Items of work for which payment is made by a "unit price" shall be measured according to the methods and units described below and the applicable requirements of the Contract Documents.

- A. Measurement Standards: All work to be paid for at a Contract Price per unit of measurement shall be measured in accordance with United States Standard Measures.
- B. Measurement by Weight: Unless otherwise specified in the pay items of work, earthwork materials from onsite activities, offsite suppliers, and similar items to be paid for by weight shall be measured by certified scales. Certified copies of supplier receipt invoices shall be provided specifying the type and quantity of material received along with a tally sheet of the slips. Scales shall be certified per Section 1-09.2 of the WSDOT Standard Specifications.
- C. Measurement by Volume: Measurement by volume will be by the cubic dimension listed in the Contract Price. Method of volume measurement will be by either the method of surveyed cross-sectional average end-areas or the method of computed cross-sectional areas from lines, grades, and elevations determined by the PORT to adequately represent the work, or computer-aided methods approved by the PORT.

- D. Measurement by Area: Measurement by area will be by the square dimension listed in the Contract Price. Method of square measurement will be based on either horizontal or vertical planer projections, whichever is greater, unless otherwise specified.
- E. Linear Measurement: Linear measurement will be by the linear dimension listed or indicated in the Contract Price. Unless otherwise specified, components of work to be measured will be measured at the centerline of the work in place.
- F. Time Measurement: Measurement by time will be by the time period listed in the Contract Price, based on an 8-hour workday. All time measurements will be based on an hourly log which shall be agreed upon and signed daily between CONTRACTOR and the PORT. The log will be used to allocate between operating and standby time for the pay item of work. Operating time shall be logged as specified.

1.03 MEASUREMENT AND PAYMENT FOR LUMP SUM ITEMS

- A. Lump sum payment will be paid at the price indicated on the Bid Form.
- B. Partial payment for lump sum work items shall be on a percentage basis, as approved by the ENGINEER.
- C. All other work required to complete the work specified in the Contract Documents, but not indicated specifically as a pay item, shall be considered necessary and incidental work.

1.04 SCHEDULE OF UNIT PRICE AND LUMP SUM ITEMS

A. ITEM 1. MOBILIZATION & DEMOBILIZATION

- 1. Description
 - a. Mobilization includes preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment and supplies to the Project Site; and for all other associated Work, Submittals, and operations which must be performed, permits to be obtained, or costs incurred prior to beginning work on the various items of the project. Work Area Preparation shall be considered part of Mobilization and will include establishing work zones/traffic control provisions and providing/maintaining temporary construction facilities.
 - b. Demobilization includes site cleanup, demobilization of personnel, equipment and excess materials and supplies from the project site, and removal of all temporary facilities and controls established due to CONTRACTOR's activities.
- 2. Mobilization will not be measured for payment. The original contract bid amount for "Mobilization & Demobilization" shall not be adjusted, regardless of the fact that the CONTRACTOR may have, for any reason except when Work is suspended at the PORT's request, shut down the work on the project or moved equipment away from

the project and then returned. Payment for mobilization and demobilization will be made on the following basis:

- a. Forty (40) percent after completion of five (5) percent of the total contract amount of other bid items have been earned.
- b. Eighty (80) percent after completion of fifty (50) percent of the total contract amount of other bid items have been earned.
- c. One-hundred (100) percent after completion of all work on the project has been earned, including cleanup and issuance of Physical Completion of the Work by the PORT.

B. ITEM 2. SOUTH TERMINAL BALLAST PAD REMOVAL/TRANSPORT, DEMOLITION & HAUL ROAD/BERM CONSTRUCTION

1. Work under this pay item includes all necessary tools, equipment, labor, and incidentals required for removal of the permeable ballast pad material from the South Terminal and hauling, placement and compaction of the material as the haul road as shown on the Drawings, including spur ramps and other ancillary construction elements like culvert pipes and geotextile.
2. Work includes all site demolition associated with completely removing the ballast pad and appurtenances from the South Terminal including sand bags, concrete blocks, catch basin filter fabric and cleaning sump with vector truck and sweeping to completely remove the remaining ballast material from the pavement. Work includes salvaging and relocation of the concrete blocks, including handling, transport and placement as shown on the Drawings. Disposal of debris per Specifications is included. Work also includes all work necessary to construct the haul road shown on the drawings, including pavement grinding, geotextile, surveying, compaction, and culvert pipes.
3. The majority of this permeable ballast material will be used for construction of the haul road, but some excess material will remain either for reuse to repair haul road or stockpiling at Norton Terminal. Work under this pay item includes all materials, tools, equipment, labor, and incidentals required to load remaining existing permeable ballast material from the South Terminal ballast pad and haul, place and compact for perimeter berm construction or stockpiling excess material as shown on the Drawings.
4. Measurement for this pay item shall be estimated on the basis of the percent complete, relative to the overall bid price and the actual progress toward project completion.

5. Payment South Terminal Ballast Pad Removal/Transport, Demolition & Haul Road/Berm Construction will be made at the Lump Sum price in the Bid Schedule in the Bid Form.

C. ITEM 3. IMPORT & PLACE CRUSHED SURFACING BASE COURSE AS PRELOAD

1. Work under this pay item includes all materials, tools, equipment, labor, and incidentals required to provide, place and compact crushed surfacing base course as preload as designated on the Drawings. Work shall include preparing the subgrade and furnishing, screening, loading, hauling, placing, testing, shaping, surveying and compacting the material and for other work required to provide a complete preload as shown on the Drawings and per the requirements of these Specifications. Settlement plates will be measured and paid for under a separate unit price bid item per each.
2. Imported crushed surfacing base course shall not be placed until after all the permeable ballast material from South Terminal is utilized. This is required to minimize mixing of the permeable ballast with the imported crushed surfacing base course.
3. Measurement for this pay item shall be by the ton as determined on the basis of legible copies of certified weight receipts or other documentation of weight from the supplier as approved by the ENGINEER.
4. Payment for Import & Place Crushed Surfacing Base Course as Preload will be on the basis of tons of material placed at the Unit Price as stated in the Bid Schedule in the Bid Form.

D. ITEM 4. SETTLEMENT PLATES

1. Work under this pay item includes all necessary materials, tools, equipment, labor and incidentals required to provide and install settlement monitoring plates as shown on the Drawings and specified in the Contract Documents. The work includes installation of protection of settlement plates from damage following installation and throughout the duration of the contract work utilizing barriers or other means.
2. Measurement for this pay item shall be based on the number of settlement plates installed.
3. Payment for Settlement Plates will be on the basis of the Unit Price per each settlement plate as stated in Bid Schedule in the Bid Form. Payment will be made following completion of the preload for each settlement plate assembly that has remained damage free and usable by the PORT to monitor settlement. No payment will be made for any settlement plate that is damaged by the CONTRACTOR after installation. The PORT reserves the right to have the CONTRACTOR replace any

damaged settlement plates at no cost to the PORT throughout the entirety of the Contract.

E. ITEM 5. BRUSH CLEANING OF PAVEMENT SURFACE BY SWEEPER

1. Work under this pay item includes all necessary materials, tools, equipment, labor and incidentals associated with brush sweeping terminal pavement and city streets clean of debris and sediment using a street sweeping machine as specified in Section 8-01.3(8) of the WSDOT Standard Specifications. This will be for all areas outside of the CONTRACTOR's main work area including PORT and City streets and will be performed as directed by the ENGINEER. The unit cost also includes the cost of waste disposal.
2. This work includes all sweeping with the exception of that work required to completely remove and clean the footprint area of permeable ballast pad area at the South Terminal which will be paid under a separate lump sum bid item.
3. Measurement for this pay item shall be determined on the basis of documentation from the CONTRACTOR indicating actual hours of street sweeping performed.
4. Payment for Brush Cleaning of Pavement Surface by Sweeper will be per hour of actual street cleaning performed at the Unit Price stated in the Bid Schedule in the Bid Form. This pay item shall only be used at the direction of the ENGINEER and shall not be used by the CONTRACTOR to meet requirements for dust and debris cleanup within their work areas.

F. ITEM 6. ADDITIONAL WORK FOR MINOR CHANGES

1. The terms of the Contract or of an Extra Work Order may call for Work or material to be paid by "Minor Change." If so, then the objective of this pay item is to reimburse the CONTRACTOR for all costs associated with the minor change Work, including costs of labor, small tools, supplies, equipment, specialized services, materials, applicable taxes and overhead and to include a profit commensurate with those costs.
2. Method of Measurement: Measurement for "Additional Work for Minor Change" shall be determined by the PORT on a case-by-case basis.
3. Basis of Payment
 - a. Payments for this item shall be made in accordance with the General Conditions and shall be full payment for all Work done on a Minor Change basis as determined by the PORT. The calculated payment shall cover all expenses of every nature, kind, and description, including those listed above and any others incurred on the Work being paid through Minor Change. The amount and costs of any Work to be paid by Minor Change shall be computed by the PORT, and the result shall be final.

- b. Payment for equipment, excluding small hand tools, will be paid up the maximum hourly rates set forth in the current "Rental Rate Blue Book", at such rates as approved by the PORT, plus the markup allowed in Article 10 of the General Conditions for overhead, profit, and all other costs incurred in supplying such equipment
- c. No payment will be made under this item if this item is not used during the course of the Work
- d. To provide a common basis of Bid, the PORT has entered an amount in the lump sum price stated in Bid Schedule in the Bid Form.

1.05 INCIDENTALS

Any work shown on the plans that is not specifically described in the bid item descriptions shall be considered incidental to other items of work and shall not be specifically measured for payment.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE OF SECTION

- A. This section identifies each alternate by number and describes the basic changes to be incorporated into the Work, if and when that alternate is made a part of the Work by specific provisions stated in the Agreement.
- B. Related requirements in other parts of the Specifications include:
 - 1. Incorporation of alternates into the Work is identified in the Agreement.
- C. The work of each alternate includes the requirement to coordinate pertinent related work and includes modifications, adjustments, and revisions to other parts of the work necessitated by the changes brought about by such alternate work.

1.02 DESCRIPTION OF ALTERNATES - NONE

END OF SECTION

Port of Everett Construction Change Order

You are directed to make the changes to the Contract Documents described below, on Page 2 (as needed) and any attachments. In consideration for the modification in the contract price or contract time, or both, as set forth below, Contractor herewith releases, waives, discharges the Owner from any and all liability, and covenants not to sue Owner, its officers, agents, or employees; and, Contractor holds Owner harmless against, and from, any and all liability, claims, demands, actions or causes of action whatsoever arising out of or related to any loss, damage, unjust enrichment, or breach of contract which may have been caused by Owner in connected with the parties' performance prior to the full execution of this change order (CO). This change order shall be construed as full liquidation and settlement of all such claims, demands, actions or causes of action held by the Contractor in connection with the parties' performance prior to the execution below.

Project Name		Change Order No.	
Project No.		Date Prepared	
Contractor		Engineer	

Description of Change:

Attachments:

Item #	Item/Description of Changes	Decrease	Increase
1			
2			
3			
4			
5			
6			
Subtotal		\$ -	\$ -
Total from Page 2 (if needed)		\$ -	\$ -
Total Add (Deduct)		\$	-

Change In Contract Time	Change In Contract Price (w/o tax)
NTP	Original Contract Amount
Days	Previously Approved CO's
Sub. Completion	Current Contract Amount
Original Contract Time	Net Add this CO
Net Change Previous CO	
Increase this CO	
New Contract Time	New Contract Amount (w/o tax)
0	\$ -
1/0/1900	

Recommended By:	Signature	Date
Engineer/Project Manager		
Division Chief		
Procurement & Contracts		
Accepted By:		
Contractor's Authorized Rep		
Approved By:		
Chief of E&P* or CEO		

*Chief of Engineering will recommend \$50K or greater than 45 days and will authorize under \$50K and less than 45 days.

PART 1 - GENERAL

1.01 COORDINATION REQUIREMENTS

- A. PORT's Personnel and Other Contractors:
 - 1. CONTRACTOR shall determine the effect of site access requirements and construction activity by PORT's personnel and other CONTRACTORS employed by the PORT's to perform work that is not a part of this Contract.
 - 2. Requests for additional compensation to provide site access to other CONTRACTORS, or for delays caused by other contractors and PORT's personnel will not be considered.

1.02 CUTTING AND PATCHING DEFECTIVE WORK

- A. Execute cutting, fitting, and patching of work required to remove and replace defective work and work not conforming to Contract Documents.
- B. Provide shoring, bracing, and support as required to maintain structural integrity of the Project.
- C. Execute cutting, product removal, and patching by methods which will prevent damage to other work, will provide proper surfaces to receive installation of repairs, and will comply with specified tolerances and finishes.

1.03 PRE-INSTALLATION CONFERENCES

- A. When required in individual specification Section, the CONTRACTOR shall convene a pre-installation conference at work site prior to commencing work of the Section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific Section.
- C. Notify ENGINEER seven (7) calendar days in advance of meeting date.
- D. The CONTRACTOR to prepare agenda, preside at conference, record minutes, and distribute copies within two (2) days after conference to participants, with three (3) copies to the ENGINEER. Record significant discussions, agreements, disagreements and final plan of action.
- E. Review conditions of installation, preparation and installation procedures, and coordination with related work.
- F. Review of progress of other work and preparation for particular work requiring pre-installation conference.
- G. Do not proceed with work requiring pre-installation conference without conducting pre-installation conference. Resolve all issues related to the work in question prior to proceeding.

END OF SECTION

PART 1 - GENERAL

1.01 PRECONSTRUCTION MEETING

A. NOTIFICATION

Following the award, the ENGINEER will notify the selected bidder of the time and date of the preconstruction meeting.

B. LOCATION

The preconstruction meeting will be scheduled at a Port of Everett location as identified by the ENGINEER.

C. ATTENDANCE

The following are requested to attend:

1. PORT OF EVERETT REPRESENTATIVES:

- a. Project Manager
- b. Engineer
- b. Field Engineer
- c. Facilities & Security Staff
- d. Contract Administrator

2. CONTRACTOR'S REPRESENTATIVES:

- a. Project Manager or Superintendent
- b. Contract Administrator
- c. Major Subcontractors
- d. Major Suppliers

3. SUGGESTED AGENDA:

- a. Communications and routing
- b. Precontract Submittals
 - 1) Certificate of Insurance
 - 2) Performance Bond
 - 3) Labor and Materials Payment Bond
 - 4) Schedule of Values
- c. Execution of the Contract
- d. Discussion of the General Conditions
- e. Discussion of the Special Conditions
- f. Discussion of the General Requirements
- g. Discussion of Project Schedule
- h. Discussion of the Technical Specifications
- i. Site Visit

1.02 PROGRESS MEETINGS

- A. The ENGINEER will schedule and administer weekly progress meetings throughout progress of the work.
- B. The ENGINEER will arrange meetings, prepare standard agenda with copies for participants, preside at meetings, record minutes and distribute copies within five working days to the CONTRACTOR, meeting participants, and others affected by decisions made.
- C. Attendance is required for the CONTRACTOR’s job superintendent, major subcontractors and suppliers, ENGINEER , and PORT’s representative as appropriate to the agenda topics for each meeting.
- D. Standard Agenda
 - 1. Review minutes of previous meeting.
 - 2. Review of work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede planned progress.
 - 5. Maintenance of progress schedule.
 - 6. Corrective measures to regain projected schedules.
 - 7. Planned progress during succeeding work period.
 - 8. Coordination of projected progress
 - 9. Maintenance of quality and work standards.
 - 10. Effect of proposed changes on progress schedule and coordination.
 - 11. Demonstration that the project record drawings are up-to-date.
 - 12. Other business relating to the Work.

END OF SECTION

PART 1 – GENERAL

1.01 GENERAL

- A. All Working Drawings, product data, Samples, certificates, schedules of material or other data required by the Contract Documents shall be submitted for review.

1.02 CONTRACTOR'S RESPONSIBILITIES

- A. The CONTRACTOR shall be responsible for the accuracy and completeness of the information contained in each Submittal and shall assure that the material, equipment, or method of work shall be as described in the Submittal.
- B. The CONTRACTOR shall verify that the material and equipment described in each Submittal conform to the requirements Contract Documents. If the information shows deviations from the Contract Documents, the CONTRACTOR shall, by written statement accompanying the information, identify the deviations and state the reason therefor.
- C. The CONTRACTOR shall ensure that there is no conflict with other Submittals and notify the ENGINEER in each case where its Submittal may affect the work of others.
- D. The CONTRACTOR shall be responsible for the coordination of Submittals by the Subcontractors.
- E. Submittals shall be made in a timely manner to allow review by the ENGINEER. Work performed by the CONTRACTOR without accepted Submittals related to such Work shall be considered as having been performed by the CONTRACTOR at its own risk. If related Submittals are found not acceptable, the CONTRACTOR shall remove or correct Work related to such unacceptable Submittals, to the satisfaction of the ENGINEER.
- F. Where applicable, Submittals shall be stamped by an appropriate Professional Engineer licensed in the State of Washington.
- G. The CONTRACTOR shall determine Submittals to be reviewed by others, including the City of Everett and utility owners, and allow adequate time for their review.

1.03 TRANSMITTAL PROCEDURE

- A. General:
 - 1. Submittals shall be accompanied by transmittal form prepared by the CONTRACTOR. A separate form shall be used for each item, class of material, piece of equipment specified in separate sections for which the Submittal is required.
 - 2. Submittals for several items shall be made with a single form when the items together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

3. A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: “XXX”; where “XXX” is the sequential number assigned by CONTRACTOR. Resubmittals shall have the following format: “XXX-Y”; where “XXX” is the originally assigned submittal number and “Y” is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. “Submittal 025-B”, for example, is the second resubmittal of “Submittal 025”.
- B. Deviation from Contract: If the CONTRACTOR proposes to provide material or equipment which does not conform to the Contract Documents, the CONTRACTOR shall indicate “deviations” on the transmittal form accompanying the Submittal. If a deviation causes an Event, the CONTRACTOR shall explain the reason for the change, shall include cost or time impact, and shall provide a Change Order Proposal to cover the deviations.
 - C. Submittal Completeness: Submittals which do not have adequate information are not acceptable and will be returned without review.

1.04 FORWARDING SUBMITTALS

- A. Working Drawings:
 1. Submit Working Drawings in electronic format (PDF); drawing details shall be prepared in accordance with conventional detailing practices.
 2. At the request of the ENGINEER, the CONTRACTOR shall provide paper copies of the Working Drawings. As requested by the ENGINEER, Working Drawings will be 22 by 34 inches or 11 by 17 inches.
 3. Ineligible Working Drawings will be rejected.
 4. CONTRACTOR shall submit all other Submittals, except Samples, electronically in PDF format as required in the Contract Documents.
- B. Samples: CONTRACTOR shall submit the number or quantity stated in the specification section or as required by the ENGINEER. In addition, CONTRACTOR shall submit digital photographs of the Samples.

1.05 REVIEW PROCEDURE

- A. The ENGINEER will review the Submittal and respond, within 30 calendar days after receipt of the Submittal..
- B. The ENGINEER’s response will indicate one of the following actions:
 1. NOT REVIEWED: If the response indicates ‘NOT REVIEWED’, such items are acknowledged for information only.
 2. NO EXCEPTIONS TAKEN: If the review indicates that the Submittal is in general conformance with the design concept and complies with the Contract

Documents, the Submittal will be marked 'NO EXCEPTIONS TAKEN'. In this event the CONTRACTOR may begin to implement the work method or incorporate the material or equipment covered by the Submittal.

3. FURNISH AS CORRECTED: If the review indicates that that limited corrections are required, the Submittal will be marked 'FURNISH AS CORRECTED'. The CONTRACTOR may begin implementing the work method or incorporating the material or equipment covered by the Submittal, in accordance with the noted corrections and no resubmittal shall be required. Where Submittal information will be incorporated into an Operations and Maintenance Manual, a corrected copy shall be provided with the Operations and Maintenance Manual Submittal.
4. REVISE AND RESUBMIT: If the review reveals that the Submittal is insufficient or contains incorrect data, the Submittal will be marked 'REVISE AND RESUBMIT'." Except at its own risk, the CONTRACTOR shall not undertake work covered by this Submittal until the comments have been addressed and resubmitted.
5. REJECTED: Submittals may be marked 'REJECTED' for not complying with requirements of the Contract Documents.

1.06 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

Review of Submittals shall not relieve CONTRACTOR of its responsibility for errors therein and for failure to comply with the Contract Documents, and shall not be regarded as an assumption of risks or liability by the PORT or ENGINEER. CONTRACTOR shall not constitute a Notice of Event under the Contract because of the failure, or partial failure, of the method of work, material, or equipment so reviewed.

END OF SECTION

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Excavation is explicitly not allowed as part of this contract. However, in the event the ENGINEER directs the CONTRACTOR to perform excavation, and the excavation is authorized by the Department of Ecology, certain health and safety precautions and procedures must be implemented in accordance with state and federal laws.
- B. This section describes health and safety requirements to be implemented in support of Contractor activities associated with any potential excavating, handling, loading, transporting, and disposal of contaminated materials on designated portions of the site in the event excavation is directed by the ENGINEER, in consultation with the Department of Ecology. Based on the presence of chemical constituents in soil at the site, CONTRACTOR shall prepare and implement a site-specific health and safety plan for the work under this Contract. Additionally, CONTRACTOR shall exercise due caution when handling impacted soil and construction water to minimize the potential health hazard to persons on the site, adjacent properties, and the general public.
- C. The Work is located within the Kimberly-Clark Worldwide MTCA site, which is listed on the Washington State Department of Ecology’s (Ecology) Confirmed and Suspected Contaminated Sites List.
- D. Based on field investigations, hazardous substances including metals (arsenic, copper, lead, mercury, nickel, and zinc), total petroleum hydrocarbons, polycyclic aromatic hydrocarbons (PAHs), and carcinogenic PAHs (cPAHs), and polychlorinated biphenyls (PCBs) exist in site soil above applicable Model Toxics Control Act (MTCA) soil cleanup levels. Site investigations have documented that these hazardous substances are present in soil up to the following maximum concentrations:

Constituent	Maximum Detected Concentration (mg/kg)
Arsenic	43
Copper	173
Lead	924
Mercury	3.8
Nickel	135
Zinc	973
TPH-G	4,000
TPH-D	18,000
TPH-O	19,000
cPAHs (TEQ)	7.77
PAHs (naphthalene)	79
PAHs (2-methylnaphthalene)	1.5
PCBs (sum of Aroclors)	24

- E. Based on field investigations, hazardous substances including metals (dissolved arsenic, copper, lead, mercury, nickel, and zinc), total petroleum hydrocarbons, polycyclic aromatic hydrocarbons (PAHs), carcinogenic PAHs (cPAHs), vinyl chloride, and polychlorinated biphenyls (PCBs) for have been known to exist in site soil above applicable Model Toxics Control Act (MTCA) groundwater cleanup levels. Site investigations have documented that these hazardous substances are present in groundwater up to the following maximum concentrations:

Constituent	Maximum Detected Concentration (µg/L)
Dissolved Arsenic	202
Dissolved Copper	269
Dissolved Lead	121
Dissolved Mercury	4.24
Dissolved Nickel	308
Dissolved Zinc	356
TPH-G	1,100
TPH-D	990
TPH-O	2,200
cPAHs (TEQ)	0.404
PAHs (naphthalene)	37
PAHs (2-methylnaphthalene)	210
PCBs (sum of Aroclors)	0.084
PCBs (sum of congeners)	0.434
Vinyl Chloride	0.96

- F. Because the work is located within a listed site and hazardous substances are present above regulatory cleanup levels in soil, CONTRACTOR shall comply with, at a minimum, the provisions of 29 CFR 1926, WAC 296-155, and the CONTRACTOR’s site-specific health and safety plan throughout the duration of the work. Additionally, CONTRACTOR shall exercise due caution when excavating soil in any location to minimize the potential health hazard all project participants.
- G. CONTRACTOR shall at all times conduct its activities with appropriate precautions to avoid the risk of bodily harm to persons or the risk of damage to any property or the environment. CONTRACTOR shall continuously inspect all work, materials, and equipment and shall be solely responsible for discovery, determination, and correction of any conditions that may involve such risks.
- H. CONTRACTOR shall supply all equipment, materials, and personnel necessary to meet the requirements of this Section and all applicable codes and regulations for safe handling and disposal of contaminated soil and construction water.

- I. The ENGINEER and the PORT will be responsible for the health and safety protection of their personnel and will conduct their activities in accordance with their own health and safety plan(s).

1.02 SUBMITTALS

- A. Within 21 days of the issuance of the Notice to Proceed and prior to starting the work, submit the following:
 1. A site-specific health and safety plan meeting applicable regulatory requirements. Obtain PORT's concurrence with the plan before conducting the work.
 2. Submit to the PORT the name and qualifications of CONTRACTOR's health and safety officer for the Work. CONTRACTOR shall not replace this person without prior written approval by the PORT.
 3. Submit proof of appropriate WAC 296-62 Part P training for site workers and supervisory personnel who are authorized by the CONTRACTOR to engage in work associated with hazardous materials and potentially hazardous materials. In addition, for onsite supervisory personnel, submit current certification of WAC 296-62 Part P onsite management or supervisor training and American Red Cross first aid and cardiopulmonary resuscitation (CPR) training.
- B. If required, written approval from the City of Everett for discharging decontamination rinse water to the sanitary sewer, or other documentation that indicates decontamination water will be managed and treated by a licensed treatment facility.

1.03 REGULATORY REQUIREMENTS AND APPLICABLE PUBLICATIONS

- A. It is not the intent of the PORT to list and identify all applicable safety codes, standards, and/or regulations requiring compliance by the CONTRACTOR. The CONTRACTOR shall be responsible for identifying and determining all safety codes, standards, and regulations that are applicable to the work. These include, but are not limited to, the following:
 1. 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response
 2. 29 CFR 1926, Safety and Health Regulations for Construction
 3. 49.17 RCW, Washington Industrial Safety and Health Act
 4. WAC 296-24 and WAC 296-800, General Safety and Health Standards
 5. WAC 296-155, Safety Standards for Construction
 6. WAC 296-62, Part P, Hazardous Waste Operations and Emergency Response
 7. American Conference of Governmental Industrial Hygienists (ACGIH), Threshold Limit Values and Biological Exposure Indices for 1991-1992, or most recent version

8. NIOSH/OSHA/USCG/EPA, Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, DHHS Publication No. 85-115, October 1985.

1.04 SCOPE OF HAZARDOUS MATERIALS WORK

- A. Hazardous materials work shall include, but not be limited to, activities involving personnel or equipment in contact with contaminated or potentially contaminated soil, construction water, or groundwater. Such work shall include, but not limited to, excavating, handling, stockpiling, loading, transporting, and disposal of contaminated soil, and any other intrusive activities in areas containing contaminated soil or groundwater. CONTRACTOR shall be responsible for monitoring hazardous materials and conditions and determining when work involves hazardous materials and when conditions are present that require conformance with specified regulatory requirements. CONTRACTOR shall be responsible for the planning and scheduling of hazardous material work with all other work under the Contract and shall conduct all hazardous material work in strict accordance with its site-specific health and safety plan.
- B. CONTRACTOR shall plan for and carry out all portions of the work that include contact or potential contact with existing contaminated site soil with a minimum level of personal protection of Modified Level D per applicable regulatory requirements. CONTRACTOR shall apply higher levels of personal protection, if warranted by encountered conditions or specified in Contractor's health and safety plan.

PART 2 – PRODUCTS

2.01 HEALTH AND SAFETY PLAN

- A. Prepare and maintain for the duration of this Contract a site-specific health and safety plan to promote the health and protection of all onsite personnel and the environment. The plan shall be consistent with the requirements of Part 1 of this Section.
- B. Assess the potential risks to onsite personnel and the environment and develop its site-specific health and safety plan to safely execute the work under this Contract. CONTRACTOR shall submit the health and safety plan to the PORT for review and general concurrence. The PORT's review and concurrence with CONTRACTOR's health and safety plan shall not in any way relieve CONTRACTOR of its responsibility for health and safety, nor shall the PORT's concurrence be construed as limiting in any manner CONTRACTOR's obligation to undertake actions that may be necessary or required to establish and maintain safe working conditions at the site, including conditions not related to hazardous materials, nor shall the PORT's concurrence be construed as establishing the PORT in a position of responsibility for implementation or administration of CONTRACTOR's health and safety plan.
- C. CONTRACTOR and subcontractors shall comply with the site-specific health and safety plan for the duration of this Contract. CONTRACTOR shall coordinate with the PORT and with all of its subcontractors on health and safety matters. CONTRACTOR shall furnish all necessary first-aid, safety, personal protective and decontamination equipment and

facilities and enforce the use of such equipment and facilities by its employees and its subcontractors of any tier.

- D. As a minimum, CONTRACTOR's site-specific health and safety plan shall include:
1. A description of the site activities to be performed.
 2. A listing of hazardous substances known to be, or suspected of being, present at the site.
 3. A description of the site chemical hazards (e.g., toxicity, flammability, stability, reactivity, etc.), including the nature of each chemical; its physical properties; OSHA, WISHA, or ACGIH standards, where established; and physical hazards (e.g., noise, heavy equipment, heat stress, etc.).
 4. A map of the site showing the known and possible locations of the chemical substances, and the proposed work activity locations and evacuation routes.
 5. General health and safety directives regarding onsite conduct, including levels of protection and contingency plans.
 6. Site-specific health and safety directives for potentially hazardous activities. These directives shall specify the equipment and safety procedures to be used by personnel engaged in the work activities.
 7. Establishment of the work area definitions associated with potential contact with hazardous materials. Planned changes in boundaries during the work shall be identified.
 8. Requirements for personal protective equipment. The plan shall include a listing of the health and safety equipment that will be available onsite and required for intrusive site activities during the work under this Contract.
 9. Personal decontamination facilities and procedures. Provide decontamination facilities for personnel, as necessary, for conformance with the health and safety plan.
 10. Emergency procedures in case of hazardous waste spillage or exposure to personnel, personal injury, fire, explosion, etc. This section of the plan shall include emergency telephone numbers and specific procedures for immediate removal to a hospital or doctor's care of any person who may be injured on the job site.
 11. Field monitoring equipment and procedures. This section of the plan shall specify when and how monitoring will be performed (e.g., visual monitoring for airborne dust), what data reporting procedures will be used, and how the data will be used onsite to determine appropriate personal protective equipment.
 12. Names and responsibilities of personnel assigned to implement, administer, and supervise the health and safety plan.

13. Names, firms, and staff positions of personnel authorized to work at the site.
 14. An employee signature page on which each of CONTRACTOR's employees whose activities involve contact with contaminated materials and each employee of each subcontractor of any tier whose activities involve contact with contaminated materials will acknowledge receipt of the plan, an understanding of the plan, and an agreement to comply with plan provisions.
 15. Recordkeeping requirements and all necessary reporting to cover the implementation of the CONTRACTOR's site-specific health and safety plan.
 16. Handling and disposal procedures for personal protective gear, decontamination residuals, and other potentially contaminated construction waste generated by Contractor and other site personnel during the course of the work.
- E. As conditions change or if new operations are to be performed, CONTRACTOR's health and safety plan shall be modified or amended, or a new health and safety plan shall be developed.

PART 3 – EXECUTION

3.01 HEALTH AND SAFETY

- A. Site activities involving hazardous or potentially hazardous materials shall be conducted in accordance with CONTRACTOR's site-specific health and safety plan.
- B. Designate a qualified representative as Health and Safety Officer whose responsibility will be health and safety monitoring and oversight. The designated qualified health and safety representative shall be onsite at all times when contact with hazardous materials is anticipated.
- C. CONTRACTOR shall be responsible for providing safety training and shall require its subcontractors and all Contractor-authorized visitors to have this training, if appropriate for the work to be conducted by these personnel. Documentation of this training shall be available at the site. Provide appropriate personal protective equipment for CONTRACTOR's employees, as specified in the health and safety plan, and require subcontractors to provide this equipment for subcontractor's employees.
- D. Provide for decontamination of CONTRACTOR's and subcontractor's personnel and equipment that contact hazardous or potentially hazardous materials, in conformance with the requirements of the health and safety plan.
- E. Provide for the proper disposal of disposable safety gear and equipment used by CONTRACTOR's employees, the PORT, federal and state agency representatives, and all site visitors. Such disposal shall conform to all applicable federal and local hazardous waste disposal regulations. Waste material from CONTRACTOR's onsite decontamination facilities shall be properly containerized, labeled, and disposed of by CONTRACTOR. Disposal of rinse water via the sanitary sewer requires written approval by the City of Everett Department of Public Works.

- F. Maintain accurate accident and injury reports and furnish the PORT a copy of the reports within 24 hours of the reported incident.
- G. Provide proper illumination of construction activity, as necessary, to allow all workers and oversight personnel to safely execute their responsibilities and tasks.
- H. Promptly comply with any specific instructions or directions given to CONTRACTOR by the PORT unless overriding health and safety concerns dictate another course of action.
- I. Health and safety plans, emergency procedures, and first-aid procedures shall be conspicuously posted at the site and CONTRACTOR shall hold regularly scheduled meetings, as necessary, to instruct its personnel and its subcontractors on health and safety practices and proper use of personal protective equipment.

3.02 MATERIAL HANDLING AND DISPOSAL

- A. Handle and dispose of contaminated soil, water, and other materials consistent with these Specifications and directives issued by the PORT, and in conformance with all applicable federal, state, and local waste disposal regulations.
- B. Contaminated materials shall be contained within designated areas and shall not, at any time, be placed directly on or otherwise allowed to contaminate the surface of designated uncontaminated areas, except as approved in writing by the PORT.
- C. Transport contaminated soil, water, and other materials from the point of removal to the point of temporary storage or loading in such a manner that contaminated material is not placed on and does not spill or fall on designated uncontaminated areas. Install and maintain chemically resistant liner and containment berm materials and clearly stake and mark temporary storage locations for contaminated materials at all times.
- D. Assist the PORT whenever they elect to acquire confirmational samples. Assist the PORT to the maximum extent practicable and facilitate the removal of contaminated materials within the limits specified by the PORT, subject to contractual provisions related to changes in the scope of work.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED WORK DESCRIBED ELSEWHERE

The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, and other sections of the General Requirements, apply to this work as if specified in this section.

1.02 DESCRIPTION OF WORK

- A. The Work includes the requirements to maintain environmental controls by the CONTRACTOR until the acceptance of the Contract. The Work also includes compliance with all controls or ordinances with respect to safety, noise, dust, fire and police action, civil disobedience, security, or traffic.
- B. The CONTRACTOR shall submit a Storm Water Pollution Prevention Plan (also referred to as a Temporary Erosion and Sedimentation Control Plan) in accordance with Section 01 33 00. The plan shall be approved and implemented prior to commencement of the Work.
- C. No clearing, grading, or excavation of existing soils is planned for nor permitted on this project, unless directed by ENGINEER in consultation with the Department of Ecology.

1.03 SITE MAINTENANCE

The CONTRACTOR shall keep the work site, staging areas, and CONTRACTOR's facilities clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance in conformance with the present condition of the site.

- A. Clean-Up
 - 1. Waste material of any kind shall not be permitted to remain on the site of the work or on adjacent streets. Immediately upon such materials becoming unfit for use in the work, they shall be collected, carried off the site and disposed of by the CONTRACTOR.
 - 2. The CONTRACTOR shall keep all buildings occupied by the CONTRACTOR clear of all refuse, spoils, rubbish and debris that may accumulate from any source and shall keep them in a neat condition to the satisfaction of the ENGINEER.
 - 3. In the event that waste material, excavation spoils, refuse, debris and/or rubbish are not so removed from the work by the CONTRACTOR, the PORT reserves the right to have the waste material, refuse, debris and/or rubbish removed and the expense of the removal and disposal charged to the CONTRACTOR.

4. Paints, solvents, and other construction materials shall be handled with care to prevent entry of contaminants into storm drains, surface waters, or soils.
5. The CONTRACTOR shall not stockpile waste materials on the site without prior permission from the ENGINEER. Locations of stockpiles, should they be permitted, shall be coordinated with the ENGINEER.
6. Upon completion of the Work, the CONTRACTOR shall be responsible for cleaning all portions of the storm drain system that have been affected by the project. The ENGINEER shall determine what drainage structures shall be cleaned and whether the piping between said structures shall be flushed.

B. Street Cleaning

1. The CONTRACTOR shall be responsible for preventing dirt and dust from escaping from trucks departing the project site, by covering dusty loads, washing truck tires before leaving the site, or other reasonable methods.
2. When trucks and/or other equipment are on paved streets and roadways, the CONTRACTOR will be required to clean said streets if required by the ENGINEER at the conclusion of each day's operations and/or during the work shift. The CONTRACTOR shall perform street sweeping immediately upon direction from the ENGINEER. The ENGINEER may require sweeping of streets, parking lots, driveways, or other areas of pavement affected by the construction activities.
3. In the event that the above requirements are violated and no action is taken by the CONTRACTOR after notification of infraction by the ENGINEER, the PORT reserves the right to have the streets in question cleaned by others and the expense of the operation charged to the CONTRACTOR.

1.04 AIR POLLUTION CONTROL

- A. The CONTRACTOR shall not discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of any legally constituted authority. Internal combustion engines shall not be allowed to idle for prolonged periods of time. The CONTRACTOR shall maintain construction vehicles and equipment in good repair. Exhaust emissions that are determined to be excessive by the ENGINEER shall be repaired or replaced.
- B. The CONTRACTOR shall minimize dust nuisance by cleaning, sweeping, vacuum sweeping, sprinkling with water, or other means. The use of water, in amounts which result in mud on public streets, is not acceptable as a substitute for sweeping or other methods. Equipment for this operation shall be on the job site or available at all times.

1.05 NOISE CONTROL

- A. Construction involving noisy operations, including starting and warming up of equipment shall be in compliance with local noise ordinances. The exception to this requirement includes the need to operate equipment for sewer bypassing. Noisy operations shall be scheduled to minimize their duration.

- B. The CONTRACTOR shall comply with all local controls and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.
- C. Each internal combustion engine, used for any purpose on the job or related to the job, shall be enclosed and be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler and enclosure.
- D. All noise generated by the CONTRACTOR shall be subject to the requirements of the City of Everett noise control regulations as set forth by EMC 20.08.

1.06 TREE AND PLANT PROTECTION

- A. Temporary Tree Protection
 - 1. The CONTRACTOR shall carefully protect existing trees from damage by construction activities. Trees which may not be removed within the construction limits shown on the drawings will be specifically marked by the ENGINEER for protection. No trees outside the construction limits shall be removed or damaged, unless authorized by the ENGINEER.
 - 2. If a tree is damaged or destroyed by construction (other than those designated for removal), the CONTRACTOR shall replace it in species and grade with a healthy tree as required by the ENGINEER. Where it is necessary to replace a tree damaged by construction, the CONTRACTOR shall bear all expenses required to establish the replacement tree.
- B. Existing Vegetation Protection
 - 1. The CONTRACTOR shall carefully protect the vegetation in all areas within the site designated on the Plans and all areas outside of the boundaries of the project site from damage by construction activities.
 - 2. If the vegetation is damaged or destroyed by construction, the CONTRACTOR shall replace it with species and grade as required by the ENGINEER.

1.07 WATER CONTROL

- A. Temporary Pumping and Drainage
 - 1. The CONTRACTOR shall conform to the regulations and requirements of legally authorized surface water management agencies. No discharge to surface water bodies is permitted as part of this project. All stormwater is to be infiltrated on site, or pumped and discharged off-site.
 - 2. No excavation of existing soils is permitted on this project, unless directed by ENGINEER in consultation with Department of Ecology. The CONTRACTOR shall be responsible for keeping excavations for the structures, trenches and other areas free from water as required to permit continuous progress of, or to prevent damage to, its own work or the work of others. The CONTRACTOR's

operations shall be conducted in such a manner as to prevent sediment or other contaminants from reaching the existing sewers, storm drains, creeks or streams. Temporary erosion control and settling ponds shall be provided in the work area as required to trap runoff until the turbidity has settled and the water can be diverted into the storm drains or drainage courses.

3. The CONTRACTOR shall cover exposed excavated areas and spoil piles when runoff from rain is or would be likely to cause turbid waters to enter local waterways. The CONTRACTOR shall suspend work in the rain if such work cannot be performed without causing turbid runoff. If turbid water is discovered entering storm drainage structures, the ENGINEER may suspend the work immediately. All costs associated with suspension of the work shall be the responsibility of the CONTRACTOR. Work shall remain suspended until turbid runoff has been eliminated.
4. To avoid solids or turbid runoff from entering local waterways and storm drain systems, the CONTRACTOR shall cover, secure, and/or berm excavated areas and spoil piles and employ other methods as necessary such as hay or straw bales around storm drains or around construction sites, use of cut and cover construction method, or use of sedimentation basins.

B. Water Quality Measures

1. Erosion control measures including silt fences, filter fabric, sedimentation ponds, placement of hay bales along the peripheries of construction sites, temporary detention ponds, and terraced slopes shall be employed as appropriate and shall be in place prior to any clearing or grading activity.
2. All site runoff shall be diverted into temporary erosion control facilities until solids settle before routing to a creek or off site.
3. The CONTRACTOR shall utilize industry standard erosion and sedimentation control Best Management Practices such as catch basin protective inserts, check dams, silt fences, sediment ponds, holding tanks, and drainage swales to prevent turbid runoff during the duration of the Work.
4. No “track-out” of soils or other materials shall be allowed. The CONTRACTOR shall employ the use of built up construction entrances, wheel washes, and other means to prevent contamination of roads, streets, and other traveled surfaces in the vicinity of the project site. Should “track-out” occur, it shall be removed immediately in accordance with the preceding Paragraph 1.03. B – Street Cleaning.

1.08 OIL SPILL PREVENTION AND CONTROL

- A. The CONTRACTOR shall be responsible for prevention, containment, and cleanup of spilling of oil, fuel and other petroleum products 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 from equipment or facilities into state waters or onto adjacent land is not permitted under state water quality regulations.

- C. The CONTRACTOR shall, at a minimum, take the following measures regarding oil 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 oil and products storage tanks shall be diked or located so as to prevent spills from escaping to the water. Diking and subsoils shall be lined with impervious material to prevent oil from seeping through the ground and dikes.
 3. All visible floating oils shall be immediately contained with booms, dikes, or other appropriate means and removed from the water prior to discharge into state waters. All visible oils on land shall be immediately contained using dikes, straw bales, or other appropriate means and removed using sand, ground clay, sawdust, or other absorbent material, which shall be properly disposed of by the CONTRACTOR. Waste materials shall be temporarily stored in drums or other leakproof containers after cleanup and during transport to disposal. Waste materials shall be disposed off property at an approved site.
 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 following agencies at their listed 24-hour response numbers:

Port of Everett	425-259-6001
WDOE, Southwest Regional Office:	425-407-6300
U.S. Coast Guard:	425-286-5540

- D. Maintain on the job at each site the following materials (as a minimum):
1. Oil-absorbent booms: 4 each, 5 feet long.
 2. Oil-absorbent pads or bulk material, adequate for coverage of 200 square feet of surface area.
 3. Oil-skimming system.
 4. Hay bales.
 5. Oil dryall, gloves and plastic bags.

1.09 CONTAMINATED/HAZARDOUS SOILS AND GROUNDWATER

- A. This Work is located within a listed MTCA site, Kimberly-Clark Worldwide Site (<https://apps.ecology.wa.gov/gsp/Sitepage.aspx?csid=2569>), where soil and groundwater remediation has been conducted. While excavation is not permitted during this project, unless directed by ENGINEER in consultation with Department of Ecology, please note that subsurface soils and groundwater are potentially contaminated. In the event excavation or dewatering is required, a Soil and Groundwater Management Plan will be provided to the contractor by the ENGINEER with which the CONTRACTOR must comply.

B. CONTRACTOR'S RESPONSIBILITY

1. The CONTRACTOR shall monitor soils, groundwater and waste materials by instructing workers in observing and reporting questionable materials and odors, such as refuse, oily sheen or color on soils or water, and oily or chemical odors. If hazardous or contaminated materials are encountered, the CONTRACTOR shall stop all work in that area and notify the ENGINEER immediately.
2. The CONTRACTOR shall be responsible for all matters related to work safety and for detection of contaminated soils and groundwater encountered during the construction as they relate to worker safety. The CONTRACTOR shall ensure the protection of the safety and health of construction workers and other authorized persons at the work site from exposure to potential toxic materials.
3. As part of the CONTRACTOR's safety program, workers shall be instructed by a specialist on basic methods or techniques to assist workers in detecting hazardous soils or groundwater during construction of this project.

C. NOTIFICATION AND SUSPENSION

1. In the event the CONTRACTOR detects the presence of suspicious materials, the CONTRACTOR shall immediately notify the ENGINEER. Following such notification by the CONTRACTOR, the PORT shall in turn notify the various governmental and regulatory agencies concerned with the presence of potentially dangerous materials. Depending upon the type of problem identified, the PORT may suspend the work in the vicinity of the material discovery under the provisions of Article 13 of the General Conditions.
2. Following completion of any further testing necessary to determine the nature of the materials involved, the PORT will determine how the material shall be handled and disposed of. Although the actual procedures used in resuming the work shall depend upon the nature and extent of the questionable 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 ENGINEER to direct the CONTRACTOR to dispose of the excavated material at an approved legal landfill site or in the case of groundwater provide adequate treatment prior to discharge/recharge.
 - d. The PORT to terminate the Contract.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

PART 4 – PAYMENT

4.01 ENVIRONMENTAL CONTROLS

- A. Payment for environmental controls shall be full compensation for the cost of labor, materials, tools, equipment and incidentals required to comply with the regulations of the State of Washington and local jurisdictions and as described herein.
- B. Costs shall also include the reuse of on-site erosion control materials (fence posts and fabric) to construct silt fences as indicated in the Plans. CONTRACTOR shall provide sufficient quantities of rock to anchor the silt fences. Other work shall include the installation of rock check dams as shown on the Plans and grading existing ditch lines not specifically identified as a payment item in the Schedule of Prices.
- C. Costs shall also include the maintenance of the existing and new storm drainage control devices throughout the length of the Contract.
- D. The quantity for payment for completed environmental controls shall be an estimated percentage of the lump sum amount, agreed to between the ENGINEER and CONTRACTOR, payable in monthly progress payments for the work performed.
- E. If environmental controls is not included in the Bid Items, the work and materials necessary for providing and maintaining environmental controls in accordance with this Section shall be considered incidental to the Work.

END OF SECTION

PART 1 - GENERAL

1.01. SUMMARY

- A. This Section defines the requirements for the CONTRACTOR to establish, implement and maintain an effective Quality Program to manage, control, document and assure the Work complies with the requirements specified in the Contract Documents. This Section also defines the requirements for the CONTRACTOR to prepare, implement, and maintain plans, programs, procedures and the organization necessary to assure quality for materials, equipment, workmanship, manufacturing, installation operations covering both on-site and off-site work by the CONTRACTOR, including Subcontractors, suppliers, vendors, testing laboratories and consultants.

1.02. CONTRACTOR QUALITY PERSONNEL REQUIREMENTS

- A. Assign a Contractor Quality Manager (CQM) responsible for managing and acting on all quality matters and who has the authority to act on all quality matters as a representative of the CONTRACTOR. The CQM cannot be subordinate to CONTRACTOR's personnel that directly perform, supervise, or progress the Work, and; cannot be responsible for directly performing, supervising, or progressing the Work or have responsibilities for this Contract that conflict or appear to conflict with his primary responsibility for quality matters.

1.03. CONTRACTOR QUALITY PROGRAM PLAN (CQPP) REQUIREMENTS

- A. CQPP Elements:
 - 1. Management Responsibility
 - 2. Quality Management to ensure all Quality Assurance and Quality Control requirements in the Part V Technical Specification Sections are met.
 - 3. Submittal Management - CONTRACTOR to include a list of Submittals associated with Construction Work Plan tasks and activities
 - 4. Subcontractor, Sub-consultant and Supplier Control
 - 5. Identification and Traceability and Receiving, Handling, Storing and Controlling of Products, Materials, and Equipment
 - 6. Process Control: including Construction Work Plan, (CWP) and control of special fabrication and installation processes, i.e., welding, plating, soldering, waterproofing, etc.
 - 7. Inspection and Testing: CONTRACTOR must identify in the Construction Schedule tasks that requiring either on-site or off-site testing and inspection by the PORT.
 - 8. Nonconformance and Corrective Action: including Identification, Control and Correction of Non-Conforming Conditions

1.04. SUBMITTALS

- A. Name and qualifications of CQM, within 15 days after the effective date of the Notice to Proceed.
- B. CQPP within 30 days after the effective date of the Notice to Proceed. The CQPP shall address all of the Quality Assurance and Quality Control requirements in accordance with the Contract Documents.

1.05. SAMPLING AND TESTING

- A. All of the Work under this contract shall be fully tested and inspected in accordance with the Plans and Specifications. No materials shall be placed or installed without prior acceptance by the ENGINEER, based on test and inspection results.
- B. All sampling and testing necessary to secure initial approval of materials shall be the CONTRACTOR's responsibility. All subsequent sampling and testing required as the Work progresses to ensure proper and continued control of materials, will also be the responsibility of the CONTRACTOR.
- C. The CONTRACTOR shall furnish all labor and materials for the sampling and testing for which the CONTRACTOR is responsible and all such costs for labor and materials shall be borne by the CONTRACTOR.
- D. All on site testing and inspection shall be the responsibility of the PORT. The PORT will identify any off-site testing the PORT would like to witness or perform on a case-by-case basis.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

3.01. QUALITY MANAGEMENT SYSTEM

- A. Describe the documentation, plans, procedures, processes, management, and organization implemented to achieve compliance with the requirements of the Contract Documents including all of the CQPP elements as listed in this Section. Include CONTRACTOR-specific and project-specific information for the elements and include both onsite and offsite (e.g. fabrication, manufacturing, specialized coating, construction) activities. Create a clear overview of how these elements work together to produce a Quality Management System that ensures Quality is addressed continuously for the distinct elements of the Work and through every phase of the project.

3.02. SUBCONTRACTOR, SUB-CONSULTANT AND SUPPLIER CONTROL

- A. Submit a list of Subcontractors and Subconsultants and provide updates prior to each new Subcontractor or Sub-consultant beginning Work on Contract.

- B. Include in Contract Documents to Subcontractors, the CQPP requirements and quality requirements defined herein applicable to the Work they perform.
- C. Assure all products and services procured from Subcontractors, Sub-consultants and suppliers have the capability of meeting Contract Document requirements and comply with CQPP or have their QPP approved by the ENGINEER.
- D. Develop and maintain procurement procedures to select and control suppliers and Subcontractors including:
 - 1. Evaluate and assess supplier's and Subcontractor's quality systems.
 - 2. Methods utilized to monitor quality performance of suppliers and Subcontractors.
 - 3. Flow down of design, reliability and quality requirements to suppliers and Subcontractors.
 - 4. Determination of criteria for performing source inspections.

3.03. PROCESS CONTROL

- A. CONTRACTOR shall control and manage on-site and off-site construction tasks and activities through the development of a CWP that is in accordance with the Contract Documents, execution of the Work in accordance with CWP and Contract Documents, and timely reporting of the results of required inspections and tests.
- B. Construction Work Plan: Prepare and submit a CWP that addresses the distinct elements of the Work. As a minimum include the following:
 - 1. The CWP shall demonstrate that the Work is thoroughly planned with adequate staffing, equipment, and management control, and that suitable construction methods and equipment are planned to meet the technical requirements of the Work.
 - 2. List of persons responsible for supervision of the Work.
 - 3. List required Submittals for the distinct elements for the Work (for example; imported fill materials, concrete mix designs, concrete reinforcement shop drawings, piping materials, electrical materials, fabrication shop drawings, traffic control plans, welding procedures, welder qualifications and special processes etc.).
 - 4. Phasing of the Work in accordance with Contract Documents and CONTRACTOR's Construction Schedule including sequence of events and construction methods for performing the Work. Include hold points and inspection requirements.
 - 5. Inspection and test hold points required where the next process step or activity will cover up the Work.
 - 6. Inspections and tests required by CONTRACTOR, Third Parties and the ENGINEER.
 - 7. Handling and storage of materials and equipment.

8. Prerequisite activities such as pre-construction or pre-installation conferences and related construction safety issues.
9. Off-site inspection and test activities and their locations.
10. Best Management Practices for sediment and erosion control.
11. Actions defined as "Special Events", which may expose the general public and PORT tenants to danger or inconvenience, and which require a third party to be notified.

3.04. NONCONFORMANCE AND CORRECTIVE ACTION

- A. Upon receipt of a Non-Conformance Report (NCR) from the ENGINEER, the CONTRACTOR is responsible for investigating and describing the root cause of the nonconformance, providing remedial correction for the nonconforming item(s), except for USE AS IS dispositions, providing preventive actions to prevent recurrence, and recommending a disposition within 7 days of the issuance date of the NCR. Complete all rework within 14 days from the date that the non-conforming condition was documented unless otherwise agreed by the ENGINEER. The applicable disposition codes for NCR's are:
1. USE AS IS: allows the use of an item that does not meet specified Contract requirements without the need for corrective action, but may require some form of compensation to the PORT.
 2. REPAIR: item may be repaired if it cannot be reworked to its full compliance with the Contract requirements, but it can be made suitable for use.
 3. REWORK: item may be reworked to bring it into conformance with the requirements of the Contract.
 4. REJECT: item is unsuitable for its intended use, is economically or physically incapable of being reworked or repaired and must be replaced to bring it into conformance with the Contract Requirements. These items may be scrapped or returned to the supplier.
- B. For USE AS IS, REPAIR OR REWORK, compile documentation of the NCR for the ENGINEER. The documentation should clearly indicate the steps in, and details of, the process from discovery of the Non-Conforming Work to resolution/correction with all of the required approvals documented and included. Documentation to be provided to the ENGINEER including:
1. CONTRACTOR's proposed Corrective Action.
 2. Documented approval by the ENGINEER of the proposed Corrective Action.
 3. Photos of the Non-Conforming Work prior to, during, and after Corrective Action clearly labeled with the date, time, and description of activities in the photo.
 4. Associated documentation (e.g., manufacturer's recommended procedure, etc.) relevant to the REPAIR or REWORK.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Lighting, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, and project signage.

1.02 RELATED SECTIONS

- A. Section 01 70 00 - Contract Closeout

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain at least one portable sanitary unit on the site at all times.

1.04 BARRIERS

- A. Provide barriers to clearly indicate entry to construction area and prevent unauthorized entry to construction areas 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.

1.05 FENCING

- A. Maintain existing fences and gates.

1.06 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.

1.07 SECURITY

- A. Coordinate security requirements with PORT. CONTRACTOR to provide security and facilities to protect Work and construction storage.

1.08 ACCESS ROADS

- A. Provide and maintain access roads required for execution of the Work.

1.09 PARKING

- A. When site space is not adequate, provide additional off-site parking.

1.10 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris, and rubbish from site periodically and dispose off-site.
- C. Keep PORT and City streets clean. No flushing or washing shall be allowed.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED SECTIONS

- A. Section 01 50 00 – Temporary Facilities

1.02 SUBMITTALS

- A. Closeout Submittals:

- 1. Contract Record Documents: Submit one copy of Specifications and Drawings marked as follows:
 - a. Each sheet or page of Contract Specifications and Drawings with "CONTRACT RECORD DOCUMENT".
 - b. Describe conditions which deviate from Contract issue of these documents. Use red indelible pens for record-marking devices. Indicate changes made by Field Order or Change Order.
 - c. Deliver documents with transmittal letter indicating date of transmittal, Contract title and number, CONTRACTOR's name and address, title of each Contract record document, and signature of CONTRACTOR certifying that said documents are true and complete record of execution of Work.

- B. Warranty documentation as described in the Contractor Documents.

1.03 PREPARATION FOR FINAL INSPECTION

- A. Before requesting final inspection for acceptance of the Work by PORT, inspect, clean, and repair the Work as required.

1.04 FINAL INSPECTION

- A. When CONTRACTOR considers Work is complete, submit written certification that:

- 1. Contract Documents have been reviewed.
- 2. Work has been inspected for compliance with Contract Documents.
- 3. Work has been completed in accordance with Contract Documents.
- 4. Work is ready for final inspection.

- B. ENGINEER will inspect to verify status of completion with reasonable promptness after receipt of such certifications.

- C. If ENGINEER finds incomplete or defective work:

- 1. ENGINEER will promptly prepare a punchlist and notify CONTRACTOR in writing, listing incomplete or defective Work.
- 2. CONTRACTOR shall take immediate steps to remedy stated deficiencies and send second written certification to ENGINEER that Work is complete.
- 3. ENGINEER will re-inspect Work.

- D. When ENGINEER finds Work is acceptable, he will request CONTRACTOR to make closeout submittals as specified herein before.

1.05 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to ENGINEER.
- B. Statement shall reflect all adjustments to the Contract sum:
 - 1. The original Contract sum.
 - 2. Additions and deductions resulting from:
 - a. Previous change orders.
 - b. Allowances.
 - c. Unit prices.
 - d. Deductions or uncorrected work.
 - e. Penalties.
 - f. Deductions for liquidated damages.
 - g. Deductions for re-inspection payments.
 - h. Other adjustments.
 - 3. Total Contract sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. ENGINEER will prepare a final change order, reflecting approved adjustments to the Contract sum which were not previously made by change orders.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION

3.01 FINAL CLEANUP

- A. At the completion of the Work, leave the premises in a neat, unobstructed condition, and everything in repair and adjustment.
- B. Remove all tools, materials, and equipment from the premises as soon as possible, upon completion of the Work of the Contract.

END OF SECTION

DIVISION 02
EXISTING CONDITIONS

PART 1 - GENERAL

1.01 SCOPE

- A. The extent and location of the "Demolition" work includes work associated with completely removing the ballast pad and appurtenances from the South Terminal as indicated on the Drawings, in the Specifications, and as outlined below.
 - 1. Removal and disposal, in whole or in part, of all items (demolition materials, debris, etc.) indicated in the Drawings and Specifications in compliance with the specifications and all agencies of jurisdiction. All items shall become the property of the CONTRACTOR unless otherwise noted.
 - 2. Payment of all costs required for disposal of items at legal disposal sites, including all permit fees and related costs.
 - 3. Salvaging items (including protecting and delivery to the PORT) as indicated on the Drawings and in the Specifications.
- B. The demolition details shown on the Drawings indicate typical features of the various structures and shall not be construed as complete or adequate to supplant actual on-site inspection, additional review, and interpretation of the drawings by the CONTRACTOR. The drawings shall be used by the CONTRACTOR to establish typical features and quantities for demolition.
- C. The CONTRACTOR shall visit the site and become familiar with the quantity and character of all materials to be demolished, removed, and disposed at an appropriate upland landfill or recycled or salvaged for future use prior to submitting the bid. CONTRACTOR agrees that the premises were made available for whatever inspections the CONTRACTOR deemed appropriate prior to submission of its bid. However, terminal operations shall not be disrupted by the activities of the CONTRACTOR.
- D. The CONTRACTOR shall furnish all labor, materials, tools, equipment, and supervision necessary to perform demolition work as described in the Drawings and these specifications.
- E. Comply with all applicable federal, state, and local codes, ordinances, and regulations. Nothing in the Specifications or Drawings is to be construed to allow work not conforming to such codes. The CONTRACTOR shall be responsible for adhering to the regulations and code requirements and for obtaining any necessary permits and approvals.

1.02 REFERENCES

- A. All materials and workmanship shall conform to the Drawings, these Specifications, and as applicable, the City of Everett Design and Construction Standards and Specifications for Development, latest edition at the time of bid;

the International Building Code; Permit Conditions; the WSDOT Standard Plans and Specifications, and all other applicable codes, ordinances, standards, and policies. Where conflicts occur, the more stringent requirements shall apply.

- B. 29 CFR 1910 - Occupational Safety and Health Regulations.
- C. 29 CFR 1926 - Safety and Health Regulations for Construction.

1.03 RELATED WORK SPECIFIED ELSEWHERE

A. The provisions and intent of the Contract, including the General Conditions and General Requirements, apply to this work as if specified in this section. Work related to this section is described in the following sections. The following list is provided as a starting point and may not represent a complete list of related sections. It is the CONTRACTOR's responsibility to comply with all requirements listed in the complete project specifications in their entirety.

- 1. Section 01 35 29 – Health and Safety
- 2. Section 01 35 43 – Environmental Controls
- 3. Section 01 50 00 – Temporary Facilities
- 4. Section 31 00 00 – Earthwork

1.04 DEFINITIONS

A. Demolition:

- 1. Complete removal and disposal of all items within the areas depicted on the Drawings, unless noted otherwise, by means such that surrounding structures or infrastructure are not damaged.

1.05 SITE CONDITIONS

- A. The Marine Terminal (including South Terminal) is an operating facility. The work shall be completed in accordance with the constraints and access plan shown on the Drawings. Access to the site is restricted by ongoing terminal operations. CONTRACTOR operations shall be restricted to the designated work areas and access routes shown on the Drawings.
- B. Coordinate and schedule, with the PORT, access to the site in advance, and acknowledge that terminal operations take precedence over construction activities.
- C. For access to the site see Section 01 10 00 – Summary of Work and the Drawings.
- D. All demolition items not identified for salvage shall become the property of the CONTRACTOR. Disposal of all demolition items shall be in accordance with the specifications, local, state and federal requirements.

- E. If the CONTRACTOR detects the presence of petroleum, industrial wastes, or other suspicious materials, the CONTRACTOR shall immediately notify the PORT in conformance with Section 01 35 29 Health and Safety and Section 01 35 43 Environmental Controls.

1.06 SUMMARY OF DEMOLITION ITEMS

- A. Demolition includes work associated with completely removing the ballast pad and appurtenances from the South Terminal including, but are not limited to, the following:
 - 1. Break open sand bags and spread sand evenly over ballast footprint, then dispose of remaining bags.
 - 2. Salvaging and relocation of the concrete blocks as shown on the Drawings.
 - 3. Sweeping to completely remove the remaining ballast material from the pavement using a street sweeping machine as specified in Section 8-01.3(8) of the WSDOT Standard Specifications.
 - 4. Removing catch basin filter fabric and clean sump with vector truck following construction (filters should be maintained and remain in place until the ballast pad is completely removed).
 - 5. Pavement grinding/milling.
 - 6. BMPs including dust control measures.
 - 7. Other miscellaneous demolition required to complete the project.
 - 8. Removal and reuse (transport and placement) of the permeable ballast material is described in Section 31 00 00 - Earthwork.

1.07 SUBMITTALS

- A. CONTRACTOR shall provide complete submittals as per Section 01 33 00 – Submittals for review by the PORT.
- B. Demolition Management Plan (DMP) with documentation that includes and addresses the following:
 - 1. Worker safety and protection of the public and of workers or other persons in surrounding areas, and the demolition site. This portion of the plan will neither be approved nor rejected by the PORT. It shall be for the PORT's information only and the CONTRACTOR will receive no comments from the PORT regarding this portion of the plan. Safety is the sole responsibility of the CONTRACTOR.
 - 2. List of equipment to be used for demolition operations.
 - 3. Plans to protect existing infrastructure, stockpile materials, and deliver salvaged material.

4. Disposal facilities to be used, subject to approval by the PORT, for waste disposal and material salvaging/recycling. Such facilities shall not be under current regulatory investigation or be a listed state or federal cleanup site. Include the name, location, and applicable state and federal identification numbers (as appropriate) of all of the offsite facilities to be used for recycling, salvaging, and disposal of material from this project, and this same information for all transporters and interim storage facilities. Also include a listing of materials proposed to be recycled, salvaged for appropriate reuse offsite, and landfilled at each of these facilities.
 5. Contingency plans and methods, to be implemented on demand, that will preclude onsite spreading or offsite movement of demolition debris, and prevent damage to both onsite facilities and offsite property during demolition and disposal activities.
- C. If the DMP is revised, resubmit with any proposed changes for review by the ENGINEER prior to incorporating changes to means, methods, equipment, tools, temporary supports, etc.
 - D. Spill Prevention, Control, and Countermeasures (SPCC) plan as described in Section 01 35 43.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. CONTRACTOR shall be responsible for selection and sizing of all construction equipment required to complete the work in this Section.
- B. Provide all necessary labor, materials, and equipment required to accomplish controlled demolition, material handling, material salvaging, and transportation and offsite disposal activities in accordance with the approved demolition plan, and in conformance with applicable OSHA standards and all applicable federal, state, and local waste disposal regulations.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Provide a minimum of 7 calendar days notification to the PORT before initiating demolition activities.
- B. Verify all items for demolition, disposal, and salvage prior to start of the work. Notify the ENGINEER immediately if observed conditions differ from anticipated conditions.
- C. CONTRACTOR shall coordinate demolition work with the PORT and perform demolition activities in a manner that minimizes impact to terminal operations.

- D. Contact the PORT immediately if existing unknown buried utilities are discovered and create an obstruction for the Work require by the contract.

3.02 DEMOLITION

- A. This specification section does not include all required protection measures and Best Management Practices (BMPs) associated with this project.
- B. Completely remove and dispose of all designated items. Infrastructure or materials designated to remain that are damaged by CONTRACTOR activities shall be replaced or repaired at the CONTRACTOR's expense.
- C. Do not damage existing pavement which is to remain in place.

3.03 HANDLING AND DISPOSAL

- A. Demolition debris shall be disposed of promptly and shall not be stored on site without the written approval of the PORT.
- B. Handle and load material and debris in a manner that is least likely to generate dust emissions and result in spillage.
- C. Load, transport, and dispose of demolition debris at permitted municipal solid waste landfill. Waste materials shall become property of CONTRACTOR to be legally disposed of at no cost to the PORT in accordance with Snohomish County Solid Waste, and all other applicable local and State regulations.
- D. Transportation work shall be performed by properly licensed, insured, and registered waste haulers that are acceptable to the PORT.
- E. Supply and prepare any required waste profile forms and manifest documents and obtain the necessary waste disposal approvals prior to removal of demolition materials from the site. The PORT will be responsible for signing waste disposal forms/documents.
- F. Obtain and provide to the PORT the weight and/or volume receipts and waste manifests or certificates of disposal from the disposal facilities for all quantities of material sent offsite for landfilling and/or recycling.
- G. The PORT encourages the salvage and recycling of materials from demolished structures. The CONTRACTOR is encouraged to salvage or recycle materials designated for disposal.

3.04 CLEANUP

- A. After removal of all items to be demolished, clean up affected areas so that there is no debris, rubble, or litter left at the site due to the demolition and disposal work. Removal of permeable ballast pad shall include localized street sweeping to completely remove all ballast material.
- B. Vactor catch basin following completion of work as shown in the Drawings.

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NORTON TERMINAL – PRELOAD AND MTCA 3RD INTERIM ACTION

SECTION 02 41 00
SITE DEMOLITION

END OF SECTION

DIVISION 31
EARTHWORK

PART 1 - GENERAL

1.01 SCOPE

- A. This section specifies general earthwork requirements for the project, including test criteria for imported fill, fill placement, compaction, and other work incidental to the earthwork shown on the Drawings or required to accomplish the work under this Contract. Earthwork covered under this section includes, but is not limited to, the following elements:
1. Placing and compacting imported fill materials for:
 - a. Preload
 - b. Haul Road
 - c. Berm Extension
 2. Haul road culvert pipes.
 3. Settlement monitoring plates.
- B. The purpose of the preload is to reduce the post-construction settlement of the soil beneath a portion of the Norton Terminal Redevelopment site. The preload location, geometry, and dimensions are shown on the Drawings.
- C. The purpose of the haul road is to provide a temporary construction access road across the site's clean sand backfill material that connects Federal Avenue at the south to an existing asphalt and gravel road that connects to Norton Avenue at the north. The clean sand backfill was placed over the site as part of a MTCA 2nd interim cleanup action. Though surficial material at the site is generally well compacted, the sandy fill is susceptible to disturbance from construction traffic. Vehicles have been observed to become stuck following disturbance of the surficial fill materials. The haul road location, geometry, and dimensions are shown on the Drawings.
- D. Bid item quantities may not be exceeded without prior approval by PORT personnel.
- E. The work in this contract is being performed under a Department of Ecology Agreed Order (No. DE 9476).
- F. Applicable environmental constraints relevant to this project work include the following:
1. Excavation of existing soils as part of this contract is not allowed, unless directed by the ENGINEER in consultation with the Department of Ecology.
 2. The Department of Ecology requires all imported fill material to meet site specific chemical criteria as described herein.
 3. The CONTRACTOR's activities shall maintain infiltration of all on-site drainage and shall not allow surface waters to discharge from the site as

described herein and in Section 31 25 00 – Erosion and Sedimentation Controls.

1.02 REFERENCE STANDARDS

- A. The following standards and test methods are included as a part of this Section insofar as specified and modified herein. In case of conflict between the requirements of this Section and the listed standards and test methods, the requirements of this Section shall prevail.

American Society of Testing and Materials (ASTM)

ASTM D6913 Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis

ASTM D 1557 Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort

ASTM 2216 Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock

ASTM 2922 Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods

ASTM 3017 Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods

1.03 REFERENCES

- A. All materials and workmanship shall conform to the Drawings, these Specifications, and as applicable, the City of Everett Design and Construction Standards and Specifications for Development, Latest Edition at the time of bid; the International Building Code; Permit Conditions; the WSDOT Standard Plans and Specifications; and all other applicable codes, ordinances, standards, and policies. Where conflicts occur, the more stringent requirements shall apply. If not specified in the City of Everett Standard Plans and Specifications, the WSDOT Standard Plans and Specifications shall apply.

1. Measurement and payment provisions and safety program submittals included in WSDOT Standard Specifications do not apply to this Section.

B. 29 CFR 1910 - Occupational Safety and Health Regulations.

C. 29 CFR 1926 - Safety and Health Regulations for Construction.

D. Geotechnical Memorandum, Norton Terminal – Preload and MTCA 3rd Interim Action prepared by Landau Associates, Inc, dated April 15, 2021 (provided as an Appendix to these Specifications)

1.04 SUBMITTALS

- A. Comply with Section 01 33 00 Submittal Procedures.
- B. CONTRACTOR shall submit an Earthwork Plan that details CONTRACTOR’s means, methods, and sequencing to accomplish the work under this section.
- C. Prepare and submit a list of proposed material suppliers. Provide address from where the material is originating.
- D. Submit to the ENGINEER for review in accordance with Section 01 33 00 prior to importing any backfill material to the site:
 - 4. Certification of gradation and material compliance with the Drawings and Specifications, along with copies of associated laboratory test results.
 - 5. Material gradation and moisture-density compaction curve reports as appropriate for each type and source of imported fill material, including:
 - a. Sieve/grain size analyses per ASTM D6913
 - b. Lab-determined maximum dry density and optimum moisture content per ASTM D 1557
 - 6. Certification that the imported fill materials were obtained from a commercial quarry or pit permitted by the State of Washington.
- E. Provide certification of chemical constituents for the imported fill materials, either through documentation of existing chemical analyses or by project-specific testing and analyses, as directed by the ENGINEER in consultation with the Department of Ecology.

The Department of Ecology and the Port of Everett has specified site specific import chemical criteria that CONTRACTOR provided import material is required to meet, which is provided in the table below.

Analyte	Analytical Method	Site Preliminary Soil CUL (saturated) / Port Standard
Total Petroleum Hydrocarbons (mg/kg)		
Gasoline-range hydrocarbons	NWTPH-Gx	20
Diesel-range total petroleum hydrocarbons	NWTPH-Dx	200
Oil-range total petroleum hydrocarbons	NWTPH-Dx	200
Metals (mg/kg)		
Arsenic	EPA 6020B	20
Copper	EPA 6020B	36
Lead	EPA 6020B	81
Mercury	EPA 7471	0.1
Nickel	EPA 6020B	48

Zinc	EPA 6020B	85
PAHs (mg/kg)		
Acenaphthene	EPA 8270 SIM	1.2
Acenaphthylene	EPA 8270 SIM	210,000
Anthracene	EPA 8270 SIM	1,100,000
Benzo(g,h,i)perylene	EPA 8270 SIM	110,000
Fluoranthene	EPA 8270 SIM	140,000
Fluorene	EPA 8270 SIM	140,000
Phenanthrene	EPA 8270 SIM	1,100,000
Pyrene	EPA 8270 SIM	110,000
1-Methylnaphthalene	EPA 8270 SIM	4,500
2-Methylnaphthalene	EPA 8270 SIM	0.63
Naphthalene	EPA 8270 SIM	0.86
Total cPAH TEQ	EPA 8270 SIM	0.16
PCBs (mg/kg)		
Total PCBs (sum of aroclors)	EPA 8082	0.12

1. Materials from sources other than commercial quarries may be subject to additional testing depending on the source and as directed by the ENGINEER. No imported materials with any exceedance of clean-up levels for any contaminants will be acceptable and if delivered shall be removed at the CONTRACTOR's cost.
- F. Submit aggregate material test results, in report format (Import Chemical Testing Results Submittal), for all testing performed. The Import Chemical Testing Results Submittal must be prepared by a licensed qualified environmental professional (i.e., licensed Engineer, geologist, or hydrogeologist), and shall include, but not be limited to, a cover letter describing the details of the sampling program (e.g., source of the samples, sampling methodology, time of samples, etc.) and the results of testing; chain of custody(s); map showing sample locations, the raw laboratory analytical reports; data validation report; a data summary table, including sample identifications, date of sample acquisition, sample analytical results, data qualifiers, the import chemical criteria, and identification of any exceedances of the criteria. Provide certification that the samples tested and the results provided are representative of the materials that are to be delivered to the site.
- G. Whenever the source or stockpile from which the imported fill materials are obtained is changed, certificates of compliance and the required laboratory test results from these new sources will also be required at no additional cost to the PORT.
- H. The ENGINEER must approve independent testing laboratories to perform testing required for import backfill material as discussed above. CONTRACTOR shall ensure that chemical analytical testing is performed by an Ecology-accredited laboratory and by accredited methods.

- I. Submit purchase records for all imported backfill material for payment purposes.
- J. Buy American Certificates
 - 1. Provide letter of certification from suppliers and/or manufacturers verifying that all applicable materials used are in conformance with the Buy American requirements.
 - a. Crushed Surfacing Base Course
 - b. Settlement Monitor Plates
 - c. Ductile Iron Culvert Pipe
 - d. Geotextile

1.05 CONTRACTOR RESPONSIBILITIES

- A. CONTRACTOR shall be responsible for furnishing all labor, equipment, supplies, and materials necessary to complete the work in conformance with the contract documents.
- B. CONTRACTOR shall be responsible for furnishing, installing, maintaining, and protecting all settlement monitoring plates until completion of the preload monitoring period. Any settlement plates damaged during placement of preload materials shall be repaired or replaced immediately at no cost to the PORT.
- C. CONTRACTOR shall comply with all applicable federal, state, and local codes, ordinances, and regulations. Nothing in the Specifications or Drawings is to be construed to allow work not conforming to such codes. The CONTRACTOR shall be responsible for adhering to the regulations and code requirements and for obtaining any necessary permits and approvals.
- D. CONTRACTOR shall be responsible for coordinating with the PORT's surveyor prior to placement of settlement monitoring plates and prior to extending the height of settlement monitoring plates. CONTRACTOR shall also cooperate with the PORT's surveyor who will be onsite on a regular basis to survey the settlement monitoring plates both during and after placement of the plates.

1.06 SITE CONDITIONS

- A. Site Information: The site consists of the former Kimberly-Clark (K-C) mill property. The mill was demolished in 2012-2013. In 2013-2014, a MTCA 1st interim cleanup action was performed followed by a 2nd MTCA interim cleanup action in 2020 which covered the majority of site with clean sand backfill. The sand backfill ranges in depth from a few inches to 5 feet thick. Though surficial material at the site is generally well compacted, the sandy fill is susceptible to disturbance from construction traffic which have been observed to get stuck.
 - 1. The site is accessed at the north end from Norton Avenue which connects to an on-site gravel road that is 12-foot wide. The gravel road connects to an

existing asphalt service road along the site's west side providing access to a Snohomish PUD substation.

2. The site is accessed at the south end from Federal Avenue which connects to existing on-site sand backfill.
- B. Existing Utilities: The CONTRACTOR shall verify the location of existing utilities in the area of the Work and shall protect them in-place. Damage to utilities or systems by the CONTRACTOR that are to remain shall be repaired by the CONTRACTOR at no cost to the Owner. On-site utilities were generally decommissioned in conjunction with the mill's demolition. However, there is an existing active stormwater outfall (outfall A) at the site's south end that is located below the new haul road and there are existing below and above ground utilities in the public rights-of-way to the site that are to be protected in place during construction.
- C. If the CONTRACTOR detects the presence of petroleum, industrial wastes, or other suspicious materials, the CONTRACTOR shall immediately notify the PORT in conformance with Section 01 35 29 Health and Safety and Section 01 35 43 Environmental Controls.

2.0 PART 2 – MATERIALS & EQUIPMENT

2.01 CRUSHED SURFACING BASE COURSE

- A. Crushed Surfacing Base Course (CSBC) shall conform to WSDOT Standard Specifications Section 9-03.9(3).
1. Material shall be sampled and tested under the oversight of a qualified licensed environmental professional (i.e., licensed ENGINEER, geologist, or hydrogeologist), at a rate of five samples for the first 1,000 cubic yards of imported material, and one sample for each additional 1,000 cubic yards to verify that the material meets import fill criteria per section 1.04.E of this specification. The CONTRACTOR shall provide the Import Chemical Testing Results Submittal to the ENGINEER for review and approval in consultation with the Department of Ecology. Once the material has gained approval from the ENGINEER and Department of Ecology, the material may be transported to the Site.

2.02 PERMEABLE BALLAST

- A. Permeable Ballast shall consist of the PORT supplied material that is to be relocated from South Terminal to Norton Terminal to construct the haul road and berm extension as shown on the Drawings. Excess ballast material that is not used for initial construction of haul road and berm extension shall be stockpiled in the location shown on sheet G1.6 of the Drawings for use to

maintain and repair the road and berm over the duration of the construction and at the end of the project.

1. Permeable ballast material has been tested by the PORT. The CONTRACTOR does not have to sample, test, or submit aggregate material or chemical test results for the permeable ballast material that is to be relocated from South Terminal.

2.03 GEOTEXTILE

- A. Geotextile: Geotextile shall be Mirafi 140N or approved equal.

2.04 DUCTILE IRON CULVERT PIPE

- A. Ductile Iron Pipe at culvert crossings shall be class 52 pipe or approved equal.

2.05 SETTLEMENT MONITORING PLATE

- A. Settlement monitoring plates shall be constructed as shown on the Settlement Monitoring Plate Detail in the Drawings, using the following materials:
 1. Base plate consisting of double-thick, $\frac{3}{4}$ -inch thick pressure treated plywood.
 2. Galvanized steel floor flange for 2-inch, Schedule 40 galvanized steel pipe.
 3. Riser pipe consisting of 2-inch, Schedule 40 galvanized steel pipe, male threaded both ends, in 5-ft lengths.
 4. 2-inch, Schedule 40 galvanized steel pipe couplings, female threaded both ends.
 5. 2-inch, Schedule 40 galvanized steel pipe cap, female threaded.
- B. Settlement monitoring riser pipe shall be encased in 6-inch diameter cover pipe consisting of Schedule 40 PVC casing that sits flush against the base plate and extends above the top elevation of the completed preload but no higher than the top of the galvanized steel pipe cap.
 1. PVC casing shall be marked with high-visibility markings such that casing is easily visible to construction traffic.
 2. CONTRACTOR shall protect all settlement monitoring plate assemblies from construction activities throughout entire construction duration.

2.06 EQUIPMENT

- A. CONTRACTOR shall be responsible for providing, selecting, and sizing of all construction equipment required to complete the work in this Section.
- B. Compaction equipment shall be properly sized and suitable to the type and location of material being compacted and shall be used in the manner needed to achieve the degree of compaction required.

PART 3 - EXECUTION GENERAL

- A. Pre-construction Conference: Conduct conference at Project site with ENGINEER.
 - 1. Review methods and procedures related to preload placement and monitoring, including, but not limited to, the following:
 - a. Review proposed sources of Crushed Surfacing Base Course materials.
 - b. Review condition of subgrade and preparatory work.
 - c. Review methods for construction and installation of settlement monitoring plates, and placement of preload material.
 - d. Review procedures for coordinating with the surveyor that will be hired by the PORT to survey the settlement monitoring plates both during and after placement of the plates.
 - e. Review and finalize construction schedule and verify availability of materials, personnel, equipment, and facilities needed to make progress and avoid delays.
 - B. Conduct all required earthwork activities in accordance with the requirements of the Contract Documents and as otherwise directed by the ENGINEER to complete the work under this Contract. Coordinate earthwork activities with the ENGINEER to limit adverse effects of the Work on any PORT and adjacent property owner/tenant activities.
 - C. The CONTRACTOR shall perform all work in conformance with City of Everett and Washington State Department of Ecology Best Management Practices (BMPs) and Temporary Erosion & Sedimentation Control requirements for the work. The CONTRACTOR's activities shall maintain infiltration of all on-site drainage and at no time shall the CONTRACTOR's activities allow surface waters to discharge from the site.
 - D. Implement site access and traffic control, utility protection, air emissions control, drainage and erosion control, spill prevention and pollution control, and all other controls needed to protect environmental quality during the work.
- 3.02 MATERIAL ACCEPTANCE HANDLING AND STORAGE
- A. Imported aggregate material shall be tested in conformance with section 1.04.E of this specification.
 - B. Imported materials shall be tested at a rate of five samples for the first 1,000 cubic yards of imported material, and one sample for each additional 1,000 cubic yards to verify that the material meets import fill criteria per section 1.04.E of

this specification. Once the material has passed this verification, the material may be transported to the Site

- C. Materials delivered to the site containing contaminants exceeding cleanup levels shall be removed and disposed of at the CONTRACTOR's expense.
- D. Protect materials transported to and stored at the site from the elements and from mixing with existing site soils so as to preserve the integrity of the materials for their intended purposes. Take full responsibility for the safety and security of materials and equipment mobilized or delivered to the site.
- E. Excess permeable ballast material that is not used for the initial construction of the haul road or berm extension shall be stockpiled adjacent to haul road as shown on the Drawings. Stockpiled permeable ballast that remains unused at end of project shall remain in place at completion of contract for future use by the PORT.
- F. Material handling during construction shall proceed in a manner that complies with applicable federal and state safety codes and industry practices. The transportation or movement of materials on the site shall proceed in a manner that protects existing site features and facilities, protects the work from damage, protects the materials from damage or adverse effects until incorporated into the work and maintains infiltration of on-site drainage while preventing discharge to surface waters from the site. Damaged or nonconforming materials shall be removed from storage areas occupied by conforming materials and transported offsite for recycling or disposal as soon as practicable at CONTRACTOR's expense.

3.03 HAUL ROAD

- A. The CONTRACTOR shall construct the haul road to the minimum dimensions as shown on the Drawings. The Contractor shall review the road dimensions and verify that they are suitable for the CONTRACTOR's equipment prior to construction.
- B. Prior to beginning placement of permeable ballast, verify that the subgrade is free of vegetation, deleterious debris, and standing water. Vegetation shall be cut at the ground surface and removal shall not extend below the clean surficial sand layer.
- C. Prepare road subgrade by compacting with a roller compactor to a firm and unyielding condition.
- D. Do not grade or excavate the surficial clean sand backfill materials. Construct haul road on top of the surficial materials.
- E. Place geotextile on top of compacted road subgrade. Overlap joints by 6 inches minimum.

- F. Permeable ballast materials shall be placed in conformance with WSDOT Standard Specifications Section 2-03.3(14)C method C.
- G. Horizontal layers shall not exceed 6 inches in depth before compaction. Each lift shall be compacted with a roller compactor to a firm and unyielding condition.
- H. The CONTRACTOR shall add water to raise the moisture content of dry materials to near its optimum moisture content as determined by ASTM D 1557.
- I. The haul road shall be free from pumping and rutting due to excessive moisture and it is the CONTRACTOR's responsibility to manage, adjust and maintain as necessary.
- J. The CONTRACTOR shall repair, at no expense to the PORT, any partial or complete portion of road that loses stability because of continued hauling across it. Evidence of lost stability includes pumping, rutting or lateral displacement of embankment. The CONTRACTOR shall also alter hauling equipment or procedures to prevent further damage.
- K. Throughout the project duration and at end of project, CONTRACTOR shall use stockpiled excess permeable ballast material to recondition haul road by filling in ruts, grading road to a final smooth condition and compacting road with a roller compactor to a firm and unyielding condition. The haul road shall remain in place at completion of contract for future use by the PORT.
- L. Water the haul road and work area as required to minimize dust.

3.04 DUCTILE IRON CULVERT PIPE

- A. Culvert pipes shall be constructed in the bottom portion of the haul road as shown on the Drawings. Pipe invert elevations shall be constructed from 1 to 2 inches above the adjacent clean sand backfill.
- B. Do not grade or excavate the surficial clean sand backfill materials. Construct culvert pipe on the compacted bottom 2 inches of the haul road.
- C. Provide at least 6 inches of compacted cover over the pipe. Adjust road grade at 2 percent slope to increase road thickness at culvert crossings.
- D. Place the pipe from downstream to upstream with the bells pointing upstream to conform to the grades and alignment indicated on the Drawings. Ensure that the pipe has a full, solid bearing along its entire length. Provide small depressions for pipe bells when utilized. Make minor adjustments to line and grade by scraping away, or filling in with, permeable ballast material. Do not support pipes on blocks or mounds of any nature.
- E. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- F. Inspect pipe to determine whether line displacement or other damage has occurred. Damaged pipe shall be repaired at no cost to the PORT.

- G. Inspect & clean pipe at completion of the work.

3.05 BERM EXTENSION

- A. Prior to beginning placement of permeable ballast, verify that the subgrade is free of vegetation, deleterious debris, and standing water.
- B. Do not grade or excavate the surficial site soil materials. Construct berm extension on top of the surficial site soils. Vegetation shall be cut at the ground surface and removal shall not extend below the clean surficial sand layer.
- C. Permeable ballast materials shall be placed in conformance with WSDOT Standard Specifications Section 2-03.3(14)C method C.
- D. Horizontal layers shall not exceed 6 inches in depth before compaction. Each lift shall be compacted to a firm and unyielding condition.
- E. The CONTRACTOR shall add water to raise the moisture content of dry materials to near its optimum moisture content as determined by ASTM D 1557.
- F. The berm shall be constructed as an extension of the existing berm to form a continuous barrier with no gaps.
- G. Throughout the project duration and at end of project, CONTRACTOR shall review perimeter berm for signs of material loss and erosion. Material loss and erosion shall be repaired with the stockpiled excess permeable ballast material. The berm shall remain in place at completion of contract for future use by the PORT.

3.06 SETTLEMENT MONITORING PLATE INSTALLATION

- A. Prior to beginning placement of preload fill, CONTRACTOR shall install settlement monitoring plates as shown on the Drawings.
- B. The settlement monitoring plates shall be installed on a prepared subgrade consisting of firm, level ground.
- C. The settlement monitoring plates, with attached riser and cover pipe shall be placed on the prepared subgrade and the first section of cover pipe shall be slipped over the riser pipe and centered around it.

3.07 PRELOAD PLACEMENT

- A. Preload fill placement shall not commence until ground surface at each settlement monitoring plate has been surveyed by the PORT's surveyor.
- B. CONTRACTOR shall prevent mixing of upper 5-feet of Crushed Surfacing Base Course (CSBC) with existing site soils. The upper 5-feet of CSBC will be used for a future project as aggregate subbase for pavement.

- C. With the riser pipes in a vertical position, place preload fill consisting of Crushed Surfacing Base Course to the lines and grades shown on the Drawings. The initial bottom 12 inches of preload shall be placed in loose lifts not to exceed 6 inches and compacted to 95 percent of the Maximum Dry Density (MDD), as determined by ASTM D 1557. Preload fill above the bottom 1 ft need not be compacted, however material shall be placed in level lifts of uniform thickness across the entire preload area.
- D. Preload fill around settlement monitoring plates shall be compacted using lightweight compaction equipment to not disturb the settlement plates and risers.
- E. Prior to extending the height of a riser pipe, CONTRACTOR shall coordinate with the PORT's surveyor so the top elevation of the riser pipe can be measured immediately before and after it is extended.
- F. If any signs of "pumping" or other instability are observed during preload fill placement, the ENGINEER shall be notified immediately and all filling shall be halted. Filling may be resumed upon the approval of the ENGINEER. The CONTRACTOR shall remove previously placed fill to the limits directed by the ENGINEER, when necessary to achieve stability of the embankment.
- G. The completed preload and settlement monitoring plates shall be left in place at the completion of this construction contract.

3.08 PRELOAD PROTECTION AND MAINTENANCE

- A. CONTRACTOR shall take precautions to keep the alignment of the riser and cover pipe in a vertical position at all times and construction equipment shall be operated in a manner to ensure that the riser and cover pipe are not damaged or displaced laterally.
- B. The riser and cover pipe of each settlement monitoring plate shall be clearly marked with high-visibility markings and protected with barricades.
- C. Riser pipe deviating from a vertical position, becoming uncoupled, or broken shall be repaired or replaced by the CONTRACTOR, as directed by the ENGINEER, at the CONTRACTOR's expense

3.09 FIELD QUALITY CONTROL

- A. General: CONTRACTOR shall be responsible for the quality control monitoring and testing activities that are required by the Contract Documents.
- B. Site Tests: The PORT will contract separately with a surveyor to locate settlement monitor plates and to survey the plates during construction. CONTRACTOR shall

coordinate the construction schedule with PORT surveyor so that surveying needs for the project can be achieved.

3.10 CLEANUP

- A. Periodically clean up wastes, debris and leftover materials resulting from earthwork activities. The project area shall be cleared of all debris which may have accumulated in the execution of the work. CONTRACTOR shall be responsible for disposal of wastes and debris in accordance with all applicable regulations.

3.11 REPORTS AND RECORDS

- A. Daily progress reports.
- B. Results of all construction monitoring, inspection, and quality control testing done to meet the requirements of this Section.
- C. Records, reports, and backup documentation as required by this Section.
- D. A record of unusual conditions of materials and construction problems encountered, and disposition made, as well as a construction log indicating delays encountered during earthwork stockpiling and stating the cause, location, and extent of the delay.

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE

- A. This section specifies the work required for the CONTRACTOR to manage stormwater during construction. The CONTRACTOR's activities shall maintain infiltration of all on-site drainage at Norton Terminal and shall not allow stormwater or surface waters to discharge from the site to the stormwater system or to a surface water body.

1.02 SITE CONDITIONS

- A. Stormwater at the site has been successfully infiltrated since former Kimberly-Clark structures were demolished in 2012. Construction stormwater was infiltrated as part of the 1st and 2nd Interim Actions, which involved large-scale excavation of contaminated soils below the water table.
- B. The 2nd MTCA interim cleanup action in 2020 covered the majority of site with clean sand backfill as described in Section 31 00 00 – Earthwork.
- C. Near completion of the 2nd Interim Action, a berm was constructed along the shoreline to provide an added level of protection to prevent surface water discharge from the site. The berm measures about 2 ft high by 3 ft wide at its top as shown on the Drawings.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 GENERAL

- A. The proposed method of stormwater management for the work at Norton Terminal is to use the same infiltration approach and to maintain the same stormwater management features that were approved and successfully implemented during the two prior and much more disruptive interim actions from 2012 to 2020.
- B. The Work includes maintenance of existing catch basin filters at and adjacent to the Ballast Pad at South Terminal until that work is complete.
- C. The CONTRACTOR shall maintain and protect-in-place the perimeter berm along the waterfront, including constructing an extension of the existing berm along the south end of the site as described in Section 31 00 00 – Earthwork.
- D. No separate measurement or payment will be made for the Work required by this section. The cost for this portion of the Work will be considered incidental to and included in the payments made for the applicable bid items in the Bid Form.

END OF SECTION

PART VI – DRAWINGS



NORTON TERMINAL - PRELOAD AND MTCA 3RD INTERIM ACTION

GRANT INFORMATION:

MARAD FYXXXX
BUILD GRANT
XXXXXXXXXXXXXXXXXX

COMMISSIONERS:

TOM STIGER
GLEN BACHMAN
DAVID SIMPSON

PORT STAFF:

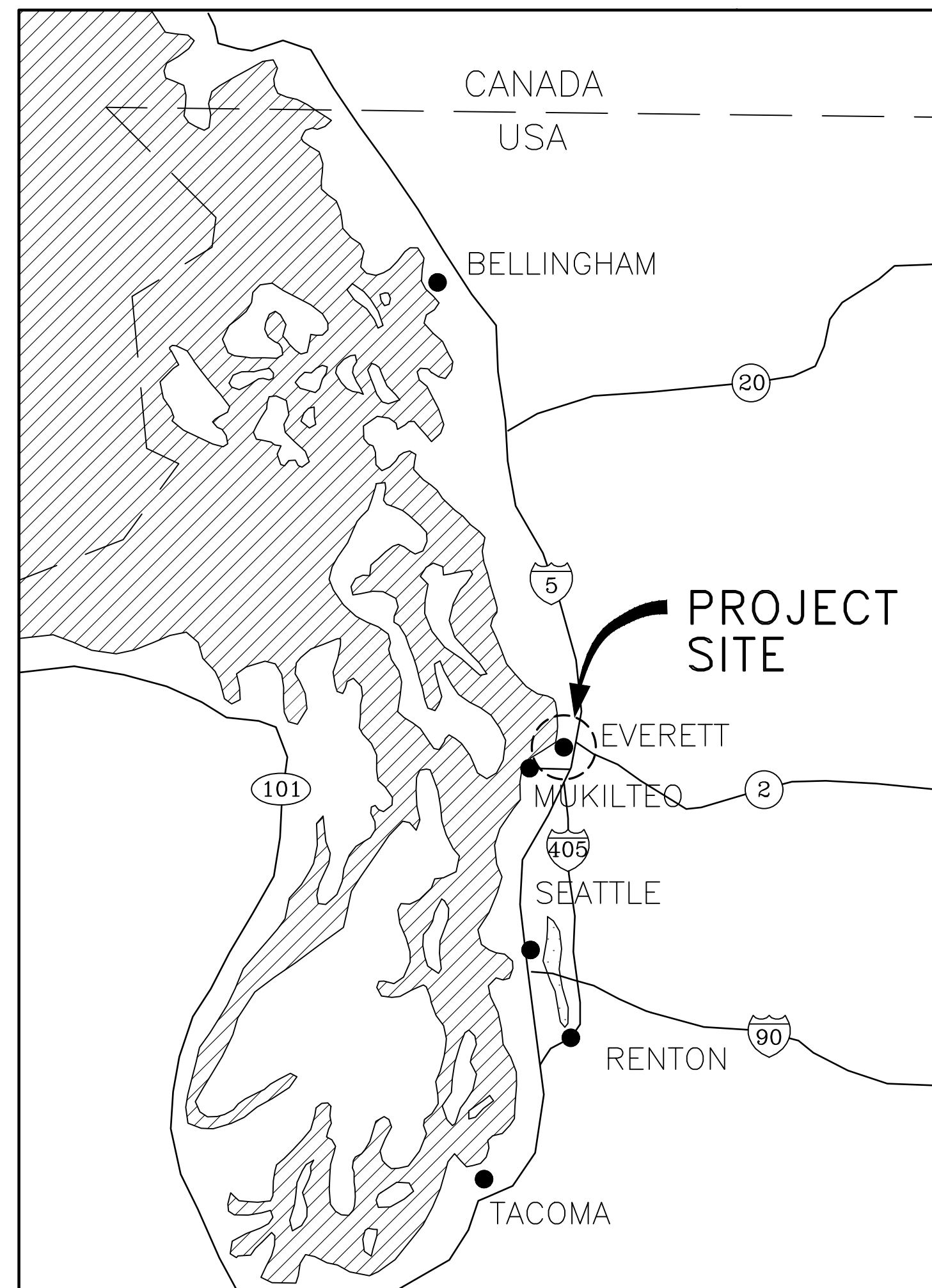
LISA LEFEBER
CARL WOLLEBEK
WALTER SEIDL
JOHN KLEKOTKA, PE, SE
STEPHEN HAGER, PE

CEO/EXECUTIVE DIRECTOR
CHIEF OPERATIONS OFFICER
MARINE TERMINALS DIRECTOR
CHIEF OF ENGINEERING & PLANNING
PROJECT MANAGER

CONSULTING ENGINEERS:

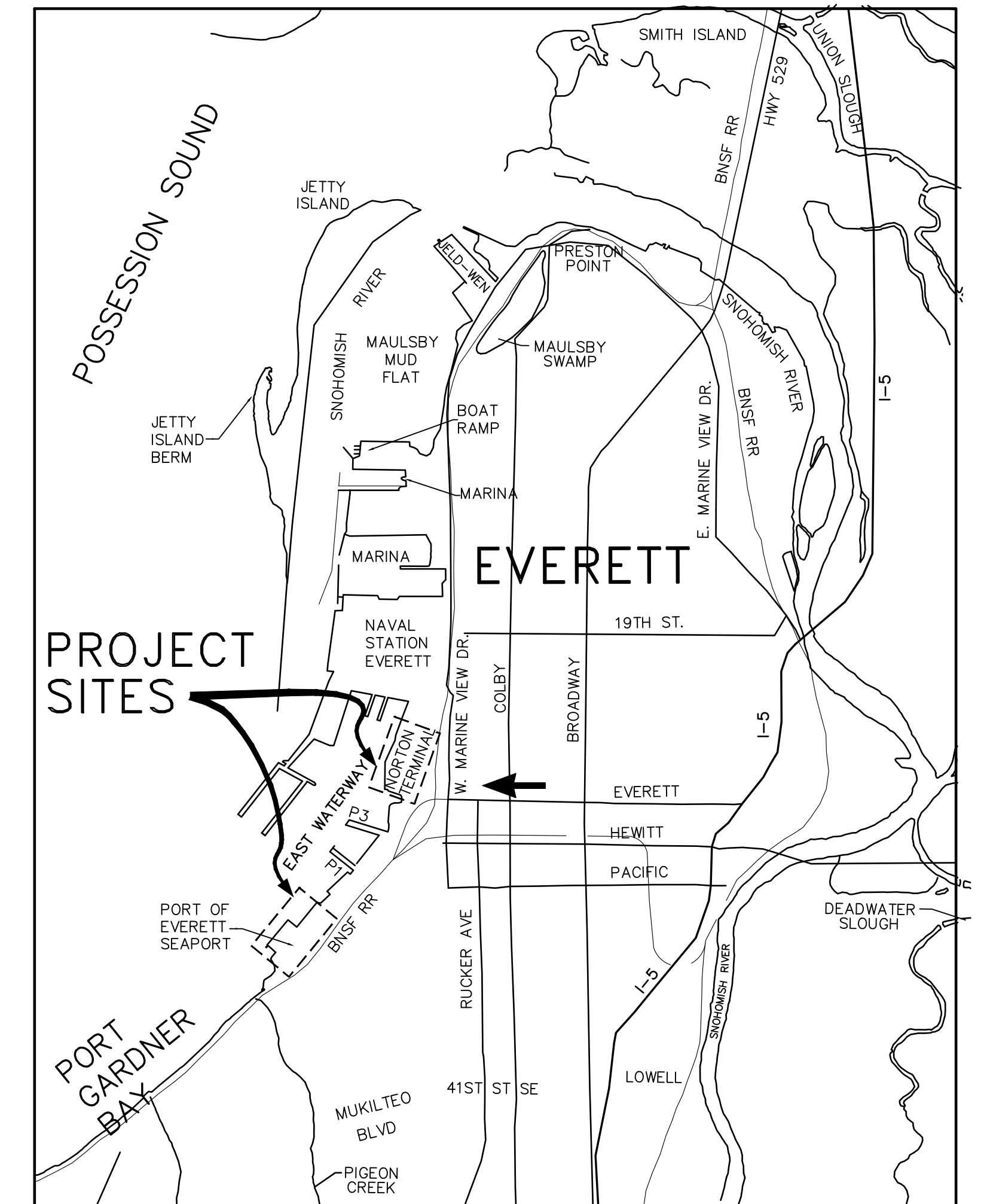
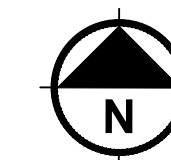
KPFF CONSULTING ENGINEERS
LANDAU ASSOCIATES

CIVIL/STRUCTURAL
ENVIRONMENTAL/GEOTECHNICAL



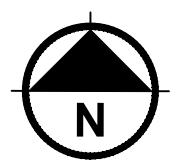
LOCATION MAP

SCALE: NTS



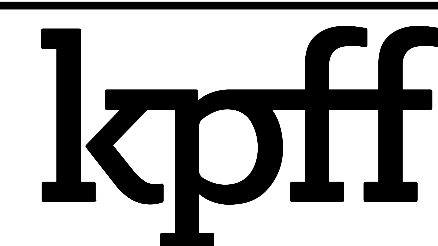
VICINITY MAP

SCALE: NTS



BID SET

IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION
△	04/20/21	NW	ISSUED FOR BID				
△	03/29/21	NW	ISSUED FOR SUBSTANTIVE REQUIREMENTS REVIEW.				



PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 3-29-2021
DRAWN BY: F. MENDOZA	CHECKED BY: N. WATSON
APPROVED BY: 	

PORT OF EVERETT
NORTON TERMINAL – PRELOAD
AND MTCA 3RD INTERIM ACTION
TITLE SHEET AND LOCATION PLAN

DWG. NO.	G1.0
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	1 OF 11

DRAWING INDEX			
SHEET NO.	DWG NO.	REV NO.	DRAWING TITLE
CIVIL			
1	G1.0	1	TITLE SHEET AND LOCATION PLAN
2	G1.1	1	SHEET INDEX AND ABBREVIATIONS
3	G1.2	1	GENERAL NOTES AND LEGEND
4	G1.3	1	ACCESS AND TRUCK ROUTE PLAN
5	G1.4	1	SOUTH TERMINAL TRUCK ROUTE
	G1.5		NOT USED
6	G1.6	1	OVERALL SITE PLAN
7	C1.1	1	SITE PLAN AND SURVEY CONTROL
8	C1.2	1	BALLAST PAD DEMO PLAN
9	C2.1	1	SITE SECTIONS
10	C2.2	1	SECTIONS AND DETAILS (1 OF 2)
11	C2.3	1	SECTIONS AND DETAILS (2 OF 2)

ABBREVIATIONS

ASPH	ASPHALT	OWS	OIL/WATER SEPARATOR
APPROX	APPROXIMATE	P	POWER
BGS	BELOW GROUND SURFACE	POGAR	PORT GARDNER
BLDG	BUILDING	PC	POINT OF CURVATURE
BMP	BEST MANAGEMENT PRACTICE	PCC	POINT OF COMPOUND CURVATURE
BOT	BOTTOM	PP	POWER POLE
BP	BURIED POWER	PSI	POUNDS PER SQUARE INCH
B/W	BETWEEN	PT	POINT OF TANGENCY
CAP	CAPACITY	PVC	POLYVINYL CHLORIDE
CB	CATCH BASIN	PVMT	PAVEMENT
CL	CENTERLINE	REF	REFERENCE DIMENSION
CLR	CLEARANCE	REQ'D	REQUIRED
CMP	CORRUGATED METAL PIPE	REV	REVISION
CO	CLEANOUT	RD	ROAD
CONC	CONCRETE	R.O.W.	RIGHT-OF-WAY
CONN	CONNECTION	RPBA	REDUCED PRESSURE BACKFLOW ASSEMBLY
CONT	CONTINUOUS	SCH	SCHEDULE
CONT'D	CONTINUED	SD	STORM DRAIN
COE	CITY OF EVERETT	SDFM	STORM DRAIN FORCE MAIN
CP	CONCRETE PIPE	SDMH	STORM DRAIN MANHOLE
CRB	CRUSHED ROCK BASE	SF	STORM FILTER
CSBC	CRUSHED SURFACING BASE COURSE	SIM	SIMILAR
CSO	COMBINED SEWER OVERFLOW	SS	SANITARY SEWER, STAINLESS STEEL
CTR	CENTER	SSFM	SANITARY SEWER FORCE MAIN
DEA	DAVID EVANS & ASSOCIATES	SSMH	SANITARY SEWER MANHOLE
DEMO	DEMOLITION	SSS	SIDE SANITARY SEWER
DI	DUCTILE IRON	ST	STREET
DIA, DIAM	DIAMETER	STA	STATION
DS	DOWNSPOUT	STD	STANDARD
DWG	DRAWING	SYMM	SYMMETRIC
DWO	DEEP WATER OUTFALL	T	TELECOMMUNICATION UTILITY
ECD	ELECTRICAL CONDUIT	T&B	TOP AND BOTTOM
ED	ELECTRICAL DUCTBANK	TB	THRUST BLOCK
EF	EACH FACE	TD	TRENCH DRAIN
EG	EXISTING GRADE	TYP	TYPICAL
EHW	EXTREME HIGH WATER	U	UNKNOWN UTILITY
EL, ELEV	ELEVATION	UGP	UNDERGROUND POWER
ELW	EXTREME LOW WATER	UNO	UNLESS NOTED OTHERWISE
EM	ELECTRICAL METER	VERT	VERTICAL
EOP	EDGE OF PAVEMENT	VIF	VERIFY IN FIELD
EV	ELECTRICAL VAULT	W	WATER
EX, EXIST	EXISTING	W/	WITH
FH	FIRE HYDRANT	W/O	WITHOUT
FL	FLOW LINE	WM	WATER MAIN
FO	FIBER OPTIC	WS	WATERSIDE
FT	FEET		
G	GAS		
GS	GROUND SURFACE		
GV	GATE VALVE		
GVL	GRAVEL		
HDPE	HIGH DENSITY POLYETHYLENE		
HMA	HOT MIX ASPHALT		
HORIZ	HORIZONTAL		
IE	INVERT ELEVATION		
K-C	KIMBERLY-CLARK		
LF	LINEAR FEET		
LOC	LOCATION		
LS	LANDSIDE		
MH	MANHOLE		
MHHW	MEAN HIGHER HIGH WATER		
MHW	MEAN HIGH WATER		
MIN	MINIMUM		
MLLW	MEAN LOWER LOW WATER		
MLW	MEAN LOW WATER		
NT	NORTON TERMINAL		
NTS	NOT TO SCALE		
OC	ON CENTER		
OHW	ORDINARY HIGH WATER		
OPP	OPPOSITE		

BID SET

IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

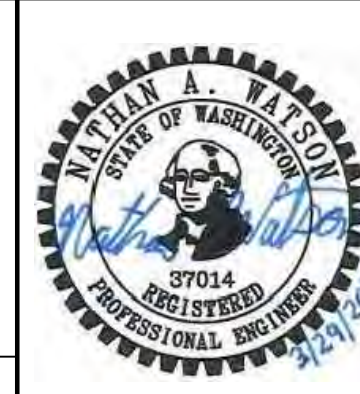


kpff

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NO.	DATE	BY	REVISION



PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 3-29-2021
DRAWN BY: F. MENDOZA	CHECKED BY: N. WATSON
APPROVED BY: 	

PORT OF EVERETT
NORTON TERMINAL – PRELOAD AND MTCA 3RD INTERIM ACTION SHEET INDEX AND ABBREVIATIONS

DWG. NO.	G1.1
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	2 OF 11

GENERAL NOTES:

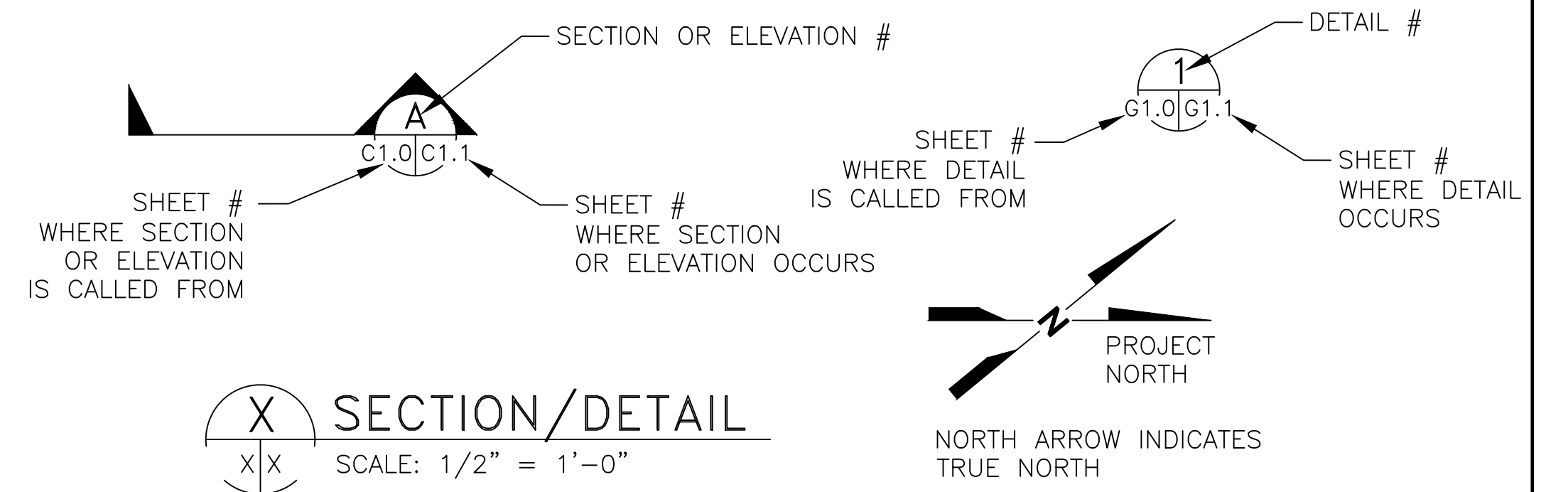
- ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS AND THE CURRENT VERSION OF THE CITY OF EVERETT STANDARDS.
- CONTRACTOR SHALL VERIFY ALL LEVELS, DIMENSIONS, AND EXISTING CONDITIONS IN THE FIELD BEFORE PROCEEDING. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR FIELD CHANGES PRIOR TO INSTALLATION OR FABRICATION. IN CASE OF DISCREPANCIES BETWEEN THE EXISTING CONDITIONS AND THE PLANS, THE CONTRACTOR SHALL OBTAIN DIRECTION FROM THE ENGINEER BEFORE PROCEEDING. DIMENSIONS AND CALLOUTS NOTED AS PLUS OR MINUS (±) OR (REF) INDICATE UNVERIFIED DIMENSIONS AND ARE APPROXIMATE. NOTIFY THE ENGINEER IMMEDIATELY OF CONFLICTS OR EXCESSIVE VARIATIONS FROM AS INDICATED. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS – DO NOT SCALE THE PLANS.
- ALL LOCATIONS OF EXISTING STRUCTURES AND UTILITIES SHOWN HEREIN HAVE BEEN OBTAINED FROM AVAILABLE RECORDS AND SHOULD, THEREFORE, BE CONSIDERED APPROXIMATE ONLY AND NOT NECESSARILY COMPLETE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INDEPENDENTLY VERIFY THE ACCURACY OF ALL UTILITY LOCATIONS SHOWN AND TO FURTHER DISCOVER AND AVOID OTHER UTILITIES NOT SHOWN HEREIN WHICH MAY BE AFFECTED BY THE IMPLEMENTATION OF THIS PLAN. THE CONTRACTOR SHALL POTHOLE OR OTHERWISE CONFIRM EXISTING CONDITIONS, SPECIFICALLY PIPE SIZES PRIOR TO CONSTRUCTION, AND BRING ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND NEW WORK TO THE ENGINEER'S ATTENTION.
- A COPY OF THE PLANS SHALL BE ON-SITE WHENEVER CONSTRUCTION IS IN PROGRESS. THROUGHOUT THE PROGRESS OF THE WORK OF THIS CONTRACT, THE CONTRACTOR SHALL MAINTAIN AN ACCURATE RECORD OF ALL CHANGES IN THE CONTRACT DOCUMENTS. UPON THE COMPLETION OF THIS CONTRACT, THE CONTRACTOR SHALL PROVIDE ONE COMPLETE SET OF RECORD DOCUMENTS TO THE PORT OF EVERETT.
- THE CONTRACTOR SHALL LOCATE ALL UTILITIES WITHIN THE PROJECT SITE PRIOR TO WORK. CONTRACTOR SHALL CONTACT 811 "CALL BEFORE YOU DIG" AND AN INDEPENDENT LOCATING SERVICE TO LOCATE ALL UTILITIES AT LEAST 48 HOURS PRIOR TO WORK.
- THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS OF EXISTING STRUCTURES AND OTHER FEATURES THAT MAY IMPACT THE WORK. CONTRACTOR SHALL BRING ANY CONFLICTS TO THE ENGINEER'S ATTENTION PRIOR TO BEGINNING AFFECTED WORK.
- ANY DAMAGE TO EXISTING UTILITIES, OTHER FACILITIES OR EQUIPMENT DUE TO THE CONTRACTOR'S NEGLIGENCE, EXCEPT FOR ITEMS DESIGNATED FOR DEMOLITION, SHALL BE PROMPTLY REPAIRED BY THE CONTRACTOR AT HIS EXPENSE. THIS INCLUDES ITEMS OUTSIDE THE WORK AREA AND WITHIN THE PORT OF EVERETT PROPERTY THAT ARE DAMAGED BY CONSTRUCTION ACTIVITIES DURING EXECUTION OF THIS CONTRACT.
- THE CONTRACTOR SHALL KEEP ALL STREETS AND VEHICULAR TRAFFIC AREAS USED FOR THIS WORK CLEAN AT ALL TIMES, SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- CONTRACTOR IS RESPONSIBLE FOR ANY TRAFFIC CONTROLS REQUIRED DURING THE DURATION OF THIS PROJECT, PER CONTRACTOR'S OPERATION. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- CONTRACTOR SHALL BE AWARE OF FACILITY OPERATION REQUIREMENTS AND SHALL COORDINATE ACCESS TO THE SITE WITH THE ENGINEER. CONTRACTOR SHALL MAINTAIN TENANT ACCESS AT ALL TIMES AND SHALL NOT RESTRICT TENANT OPERATIONS WITHOUT APPROVAL OF THE ENGINEER.
- THE CONTRACTOR SHALL PLACE CONSTRUCTION DEBRIS CONTROL DEVICES, BOOMS, TARPULINS AND OTHER DEVICES AS NECESSARY TO PREVENT DEBRIS FROM ENTERING THE WATER, AND AIR BORNE MATERIALS FROM LEAVING THE IMMEDIATE VICINITY OF THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP OF ANY MATERIALS DEPOSITED OUTSIDE THE WORK AREA.
- CONTRACTOR-INITIATED CHANGES SHALL BE SUBMITTED IN WRITING TO THE PORT FOR APPROVAL PRIOR TO FABRICATION OR CONSTRUCTION. CHANGES SHOWN ON SHOP DRAWINGS ONLY WILL NOT SATISFY THIS REQUIREMENT.
- THE CONTRACTOR SHALL TAKE NECESSARY MEASURES TO PREVENT INTERRUPTION OF OPERATIONS AND PROTECT ALL EXISTING SURFACES/STRUCTURES TO REMAIN AT THE FACILITY DURING CONSTRUCTION. DETAILS SHALL BE PRESENTED IN THE CONTRACTOR'S WORK PLAN.

- PROJECT NORTH AS INDICATED ON THESE DRAWINGS IS FOR CONVERSATIONAL GENERAL DIRECTIONAL REFERENCE. BEARINGS NOTES ON DRAWINGS ARE RELATIVE TO TRUE NORTH.
- SOUTH TERMINAL WHARF IS A SECURE PORT FACILITY. ALL PERSONNEL ACCESSING THE FACILITY SHALL HAVE CURRENT TWIC CARDS AND/OR ESCORT. SEE SPECIFICATIONS FOR ADDITIONAL SPECIAL ACCESS AND WORK ZONE REQUIREMENTS.

LEGEND:

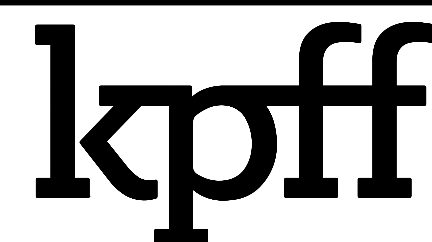
	BORE HOLE		EXISTING CONTOUR
	MONUMENT WELL		EXISTING CHAINLINK FENCE
	WATER VALVE		EXISTING OVERHEAD WIRE LINE
	WATER SPIGOT		EXISTING SANITARY SEWER LINE
	SANITARY SEWER MANHOLE		EXISTING UNDERGROUND POWER LINE
	STORM DRAIN MANHOLE		EXISTING WATER LINE
	TELEPHONE RISER		EXISTING FIBER OPTIC
	GUY ANCHOR		EXISTING STORM DRAIN
	ELECTRIC METER		BURIED POWER LINE
	LUMINARE		TELEPHONE LINE
	EX PIPE SLOPE		WATER LINE
	PROPOSED PIPE SLOPE DIRECTION		PROPERTY LINE
	EX GRADE SLOPE DIRECTION		LEASE LIMIT
	PROPOSED GRADE SLOPE DIRECTION		EASEMENT
	FIRE HYDRANT		WATER
	LIGHT POLE		SEWER
			STORMWATER
			TRENCH DRAIN
			FENCE
			PROPOSED CONTOUR

REFERENCE SYMBOL:



BID SET

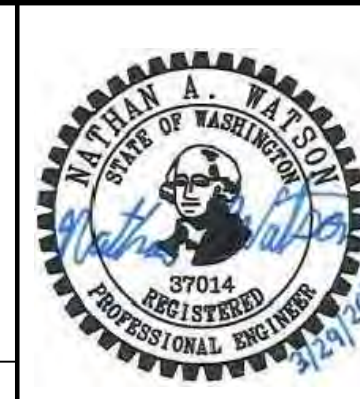
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



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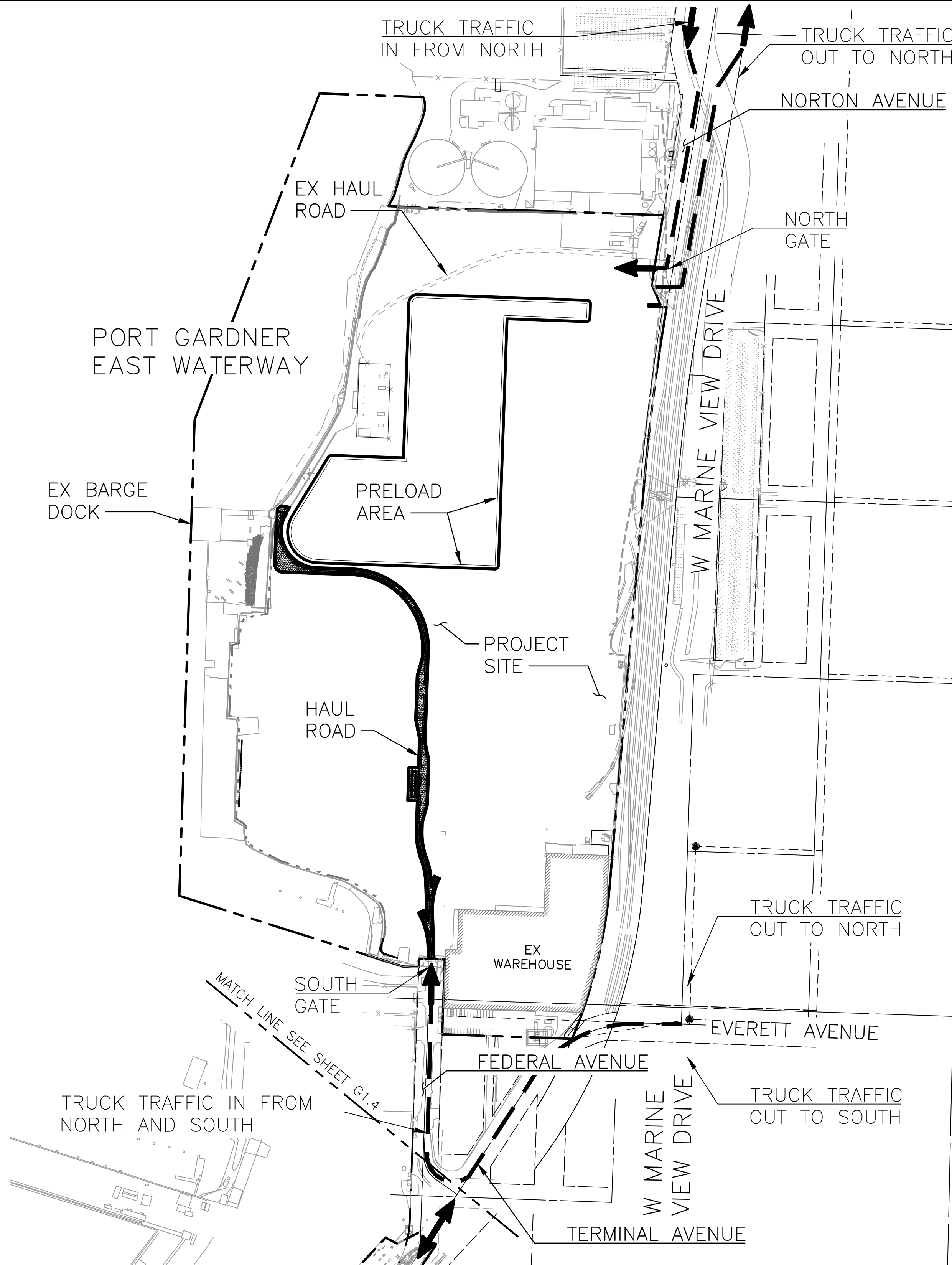
PROJECT ENGINEER:
N. WATSON
DESIGNED BY:
J. BECKER
DRAWN BY:
F. MENDOZA
APPROVED BY:

SCALE:
AS SHOWN
DATE:
3-29-2021
CHECKED BY:
N. WATSON

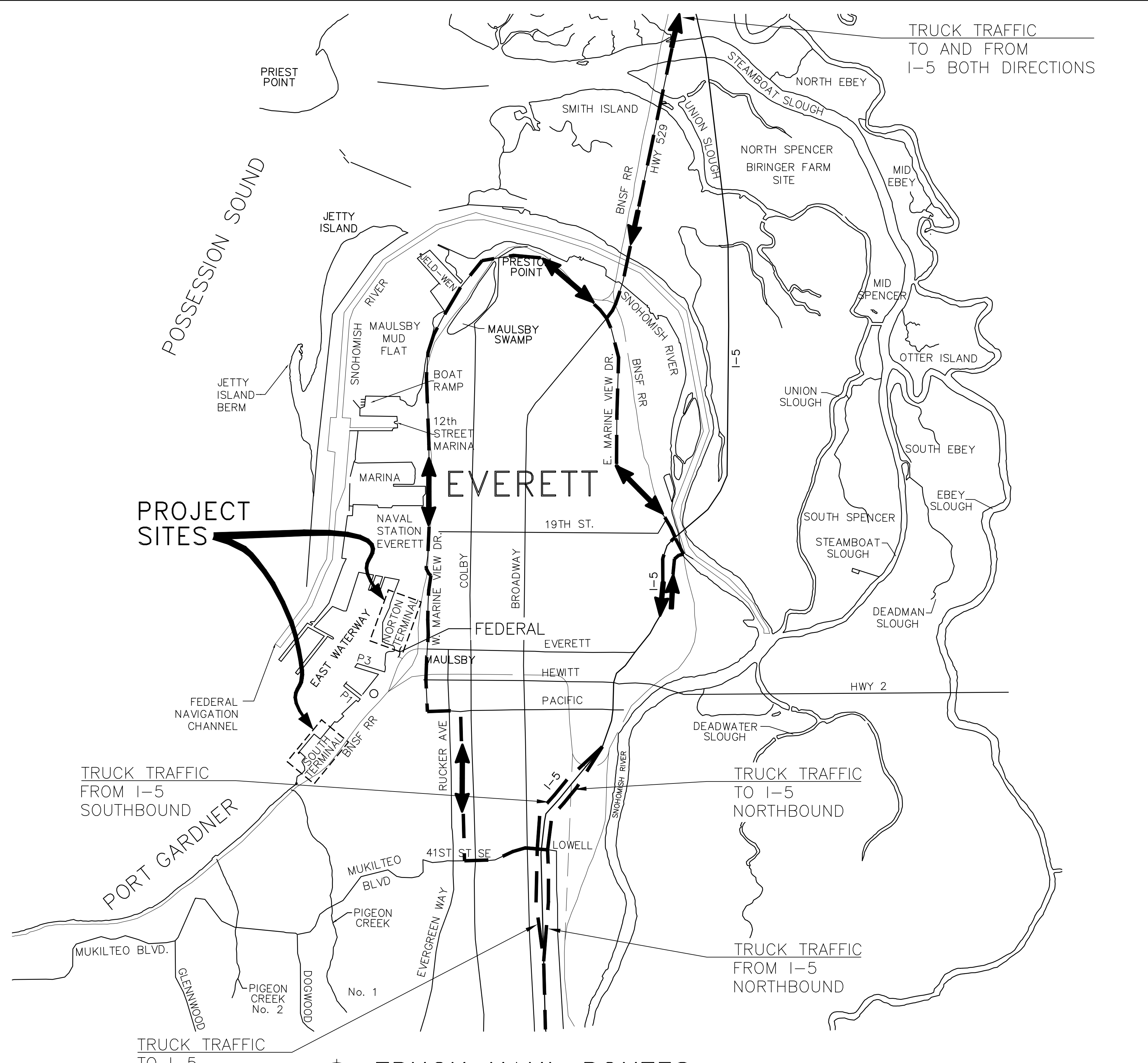
PORT OF EVERETT

NORTON TERMINAL – PRELOAD
AND MTCA 3RD INTERIM ACTION
GENERAL NOTES AND LEGEND

DWG. NO.	G1.2
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	3 OF 11



SITE HAUL PLAN
SCALE: 1" = 200'



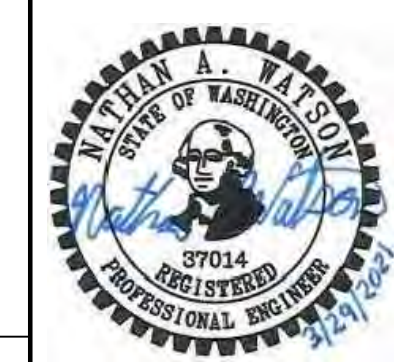
TRUCK HAUL ROUTES
SCALE: 1" = 2000'

BID SET
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



kpff
1601 5th Avenue, Suite 1300
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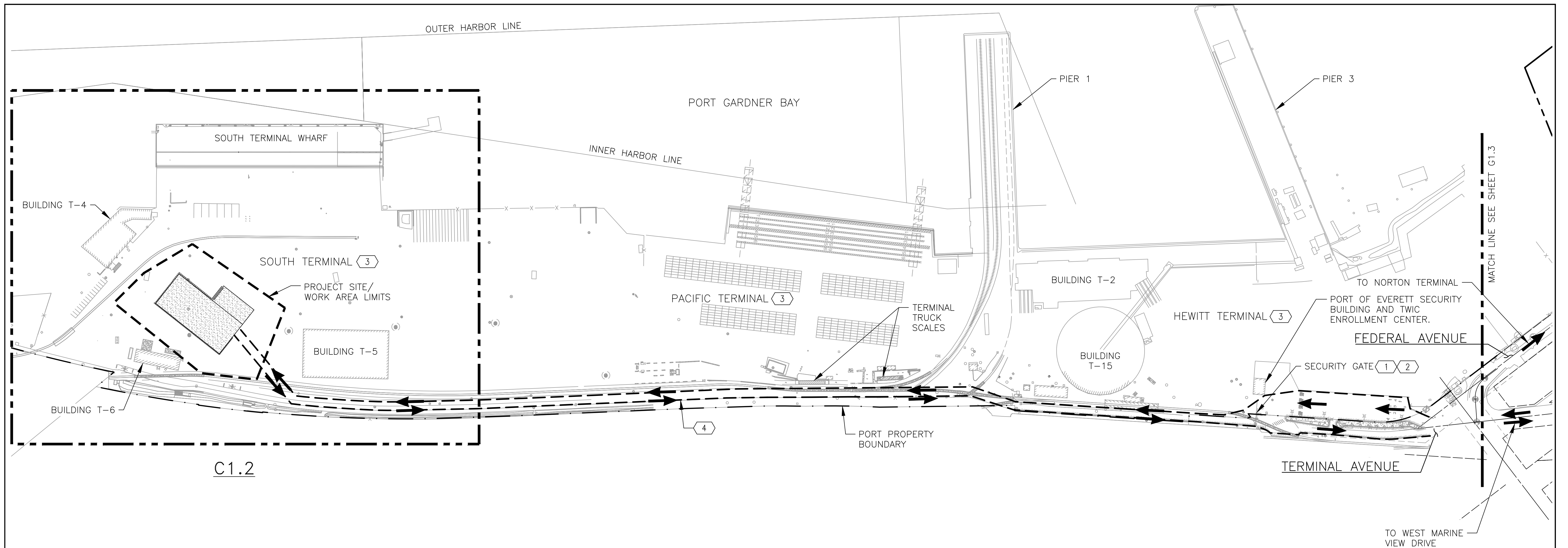


PROJECT ENGINEER:
N. WATSON
DESIGNED BY:
J. BECKER
DRAWN BY:
F. MENDOZA
APPROVED BY:
[Signature]

SCALE:
AS SHOWN
DATE:
3-29-2021
CHECKED BY:
N. WATSON

PORT OF EVERETT
NORTON TERMINAL – PRELOAD
AND MTCA 3RD INTERIM ACTION
ACCESS AND TRUCK ROUTE PLAN

DWG. NO. **G1.3**
CIP NO. 1-8-900-05
PROJECT NO. MT-NT-2021-02.1
SHEET NO. 4 OF 11



C1.2

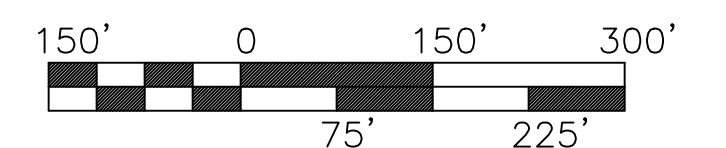
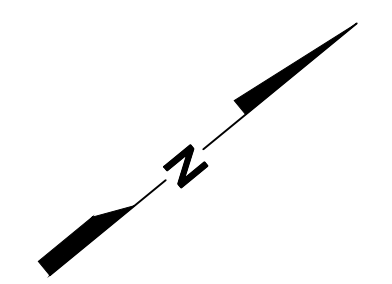
MATCH LINE SEE SHEET G1.3

LEGEND

- PROJECT SITE/WORK AREA LIMITS
- CONSTRUCTION ACCESS TO/FROM SOUTH TERMINAL
- PROPERTY BOUNDARY

NOTES:

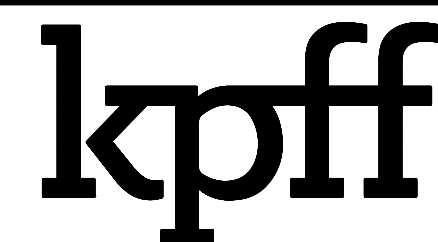
- ① THERE IS ONE SECURITY GATE ENTRANCE FOR ALL OF THE PORT'S MARINE TERMINALS. THE REQUIRED ACCESS ROUTE WITHIN THE SECURE TERMINAL BOUNDARY TO THE SOUTH TERMINAL WORK AREA IS SHOWN.
- ② SEE SPECIFICATIONS FOR SECURITY AND TERMINAL ACCESS REQUIREMENTS. TWIC CARD IS REQUIRED.
- ③ THE SECURE MARINE TERMINAL AREA INCLUDES MULTIPLE INDIVIDUAL TERMINALS. THE CONTRACTOR SHALL NOT INTERFERE OR OBSTRUCT OTHER TERMINAL OPERATIONS OUTSIDE OF THE WORK AREA.
- ④ THE CONTRACTOR SHALL KEEP THE ENTIRE CONSTRUCTION ACCESS ROUTE, INCLUDING PUBLIC STREETS, CLEAN AND FREE OF CONSTRUCTION DEBRIS AT ALL TIMES. BALLAST MATERIAL SHALL NOT BE TRACKED OR SPILLED ALONG THE ACCESS ROUTE. ACCIDENTAL SPILLS SHALL BE CLEANED IMMEDIATELY AND THE AREA SHALL BE SWEEPED CLEAN WITH A STREET SWEEPER.



SCALE: 1"=150'

BID SET

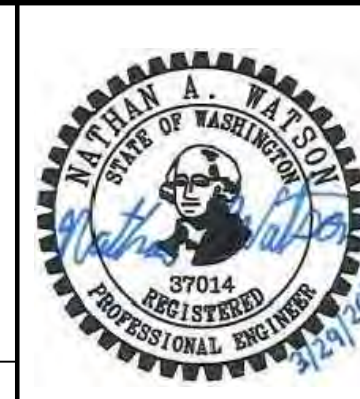
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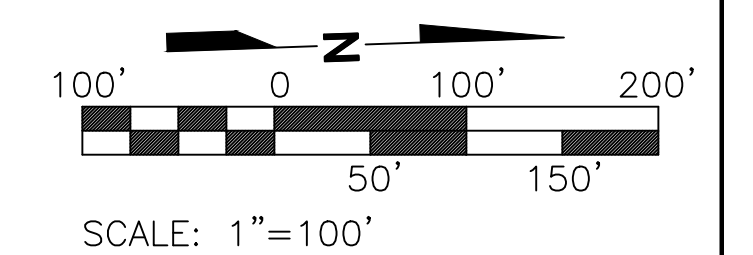
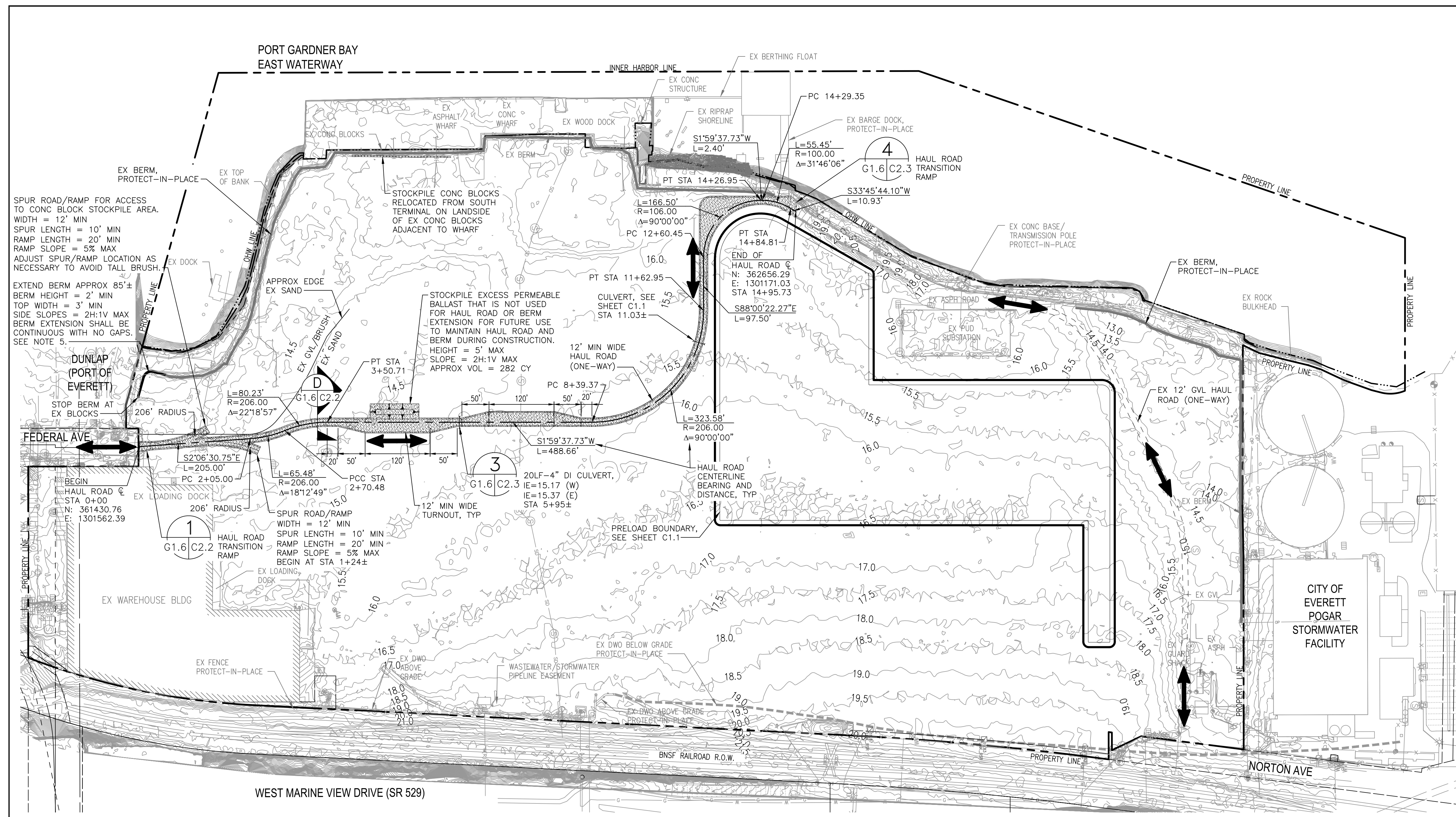
PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 3-29-2021
DRAWN BY: F. MENDOZA	CHECKED BY: N. WATSON
APPROVED BY: 	

PORT OF EVERETT
NORTON TERMINAL – PRELOAD
AND MTCA 3RD INTERIM ACTION
SOUTH TERMINAL TRUCK ROUTE

DWG. NO.	G1.4
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	5 OF 11

NOTES

- BOUNDARY AND SURVEY CONTROL SHOWN ON THESE DRAWINGS ARE BASED ON A SURVEY TITLED 'A.L.T.A./N.S.P.S. LAND TITLE SURVEY EVERETT MILL SITE FOR KIMBERLY-CLARKE WORLDWIDE, INC. SNOHOMISH COUNTY, WASHINGTON' PREPARED BY DAVID EVANS AND ASSOCIATES, PROJECT NUMBER KMBY007, DATED 10-31-2019.
- OUTFALL AND BURIED FOUNDATION INFORMATION SHOWN ON THESE DRAWINGS ARE BASED ON A MAPPING CAD FILE TITLED 'sv-TP-X-KPFX5075-Exposed-Pipes-2020-10-16.dwg', PREPARED BY DAVID EVANS AND ASSOCIATES, RECEIVED BY EMAIL ON OCTOBER 16, 2020.
- TOPOGRAPHY, UTILITIES, AND SITE FEATURES SHOWN ON THESE DRAWINGS ARE BASED ON A SURVEY TITLED 'TOPOGRAPHIC SURVEY PORT OF EVERETT MIE DESIGN SUPPORT', PREPARED BY DAVID EVANS AND ASSOCIATES, PROJECT NUMBER KPFX5074, DATED 02-15-2021.
- THROUGHOUT THE PROJECT DURATION AND AT END OF PROJECT, CONTRACTOR SHALL USE STOCKPILED EXCESS PERMEABLE BALLAST MATERIAL TO RECONDITION HAUL ROAD BY FILLING IN RUTS, GRADING ROAD TO A FINAL SMOOTH CONDITION AND COMPACTING ROAD WITH A ROLLER COMPACTOR. THE HAUL ROAD SHALL REMAIN IN PLACE FOR FUTURE USE BY THE PORT AT COMPLETION OF CONTRACT.
- THROUGHOUT THE PROJECT DURATION AND AT END OF PROJECT, CONTRACTOR SHALL REVIEW PERIMETER BERM FOR SIGNS OF MATERIAL LOSS AND EROSION. MATERIAL LOSS AND EROSION SHALL BE REPAIRED WITH THE STOCKPILED EXCESS PERMEABLE BALLAST MATERIAL. THE BERM SHALL REMAIN IN PLACE FOR FUTURE USE BY THE PORT AT COMPLETION OF CONTRACT.
- STOCKPILED PERMEABLE BALLAST THAT REMAINS UNUSED AT END OF PROJECT SHALL REMAIN IN PLACE FOR FUTURE USE BY THE PORT AT COMPLETION OF PROJECT.



VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

BID SET
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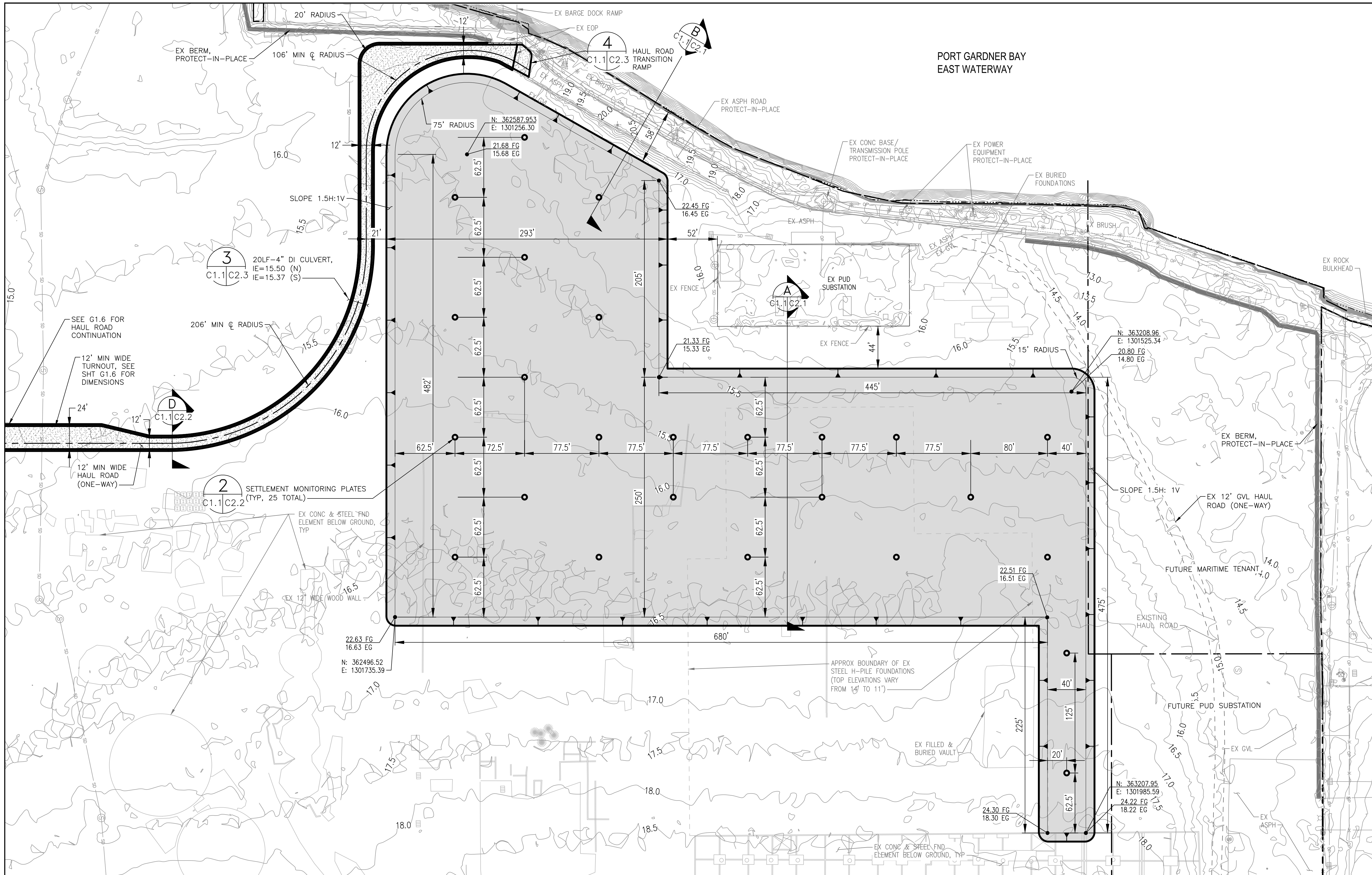
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PROJECT ENGINEER: N. WATSON	SCALE: 1" = 100'
DESIGNED BY: J. BECKER	DATE: 3-29-2021
DRAWN BY: F. MENDOZA	CHECKED BY: N. WATSON
APPROVED BY: <i>[Signature]</i>	

PORT OF EVERETT
 NORTON TERMINAL – PRELOAD
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 OVERALL SITE PLAN

DWG. NO.	G1.6
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	6 OF 11

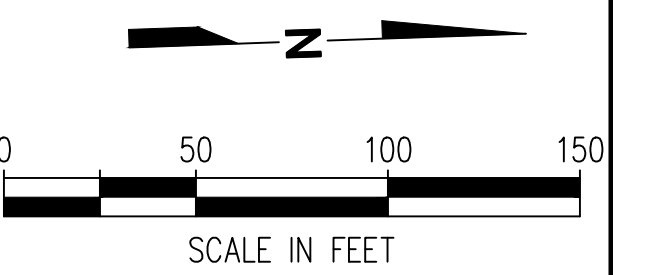


NOTES

- PRELOAD AREA:
6' HIGH AREA = 263,000 SF (6.0± AC)
TOTAL AREA = 289,210 SF (6.6± AC),
INCLUDING 1.5H:1V SIDE SLOPES

LEGEND

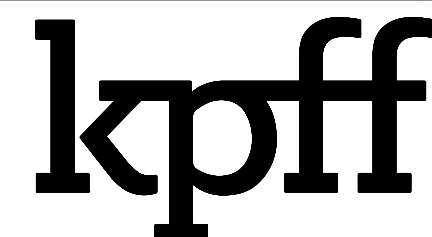
- PRELOAD GROUND IMPROVEMENT AREA, CSBC (94,500 TON)
- HAUL ROAD, PERMEABLE BALLAST (APPROX 2,011 TON)
- PRELOAD TOP BOUNDARY
- PRELOAD TOE BOUNDARY
- SETTLEMENT MONITORING PLATE (25 TOTAL)
- SLOPE
- ELEV
- SPOT ELEVATION



VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

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PROJECT ENGINEER:
N. WATSON

DESIGNED BY:
J. BECKER

DRAWN BY:
F. MENDOZA

APPROVED BY:
[Signature]

SCALE:
1" = 50'

DATE:
3-29-2021

CHECKED BY:
N. WATSON

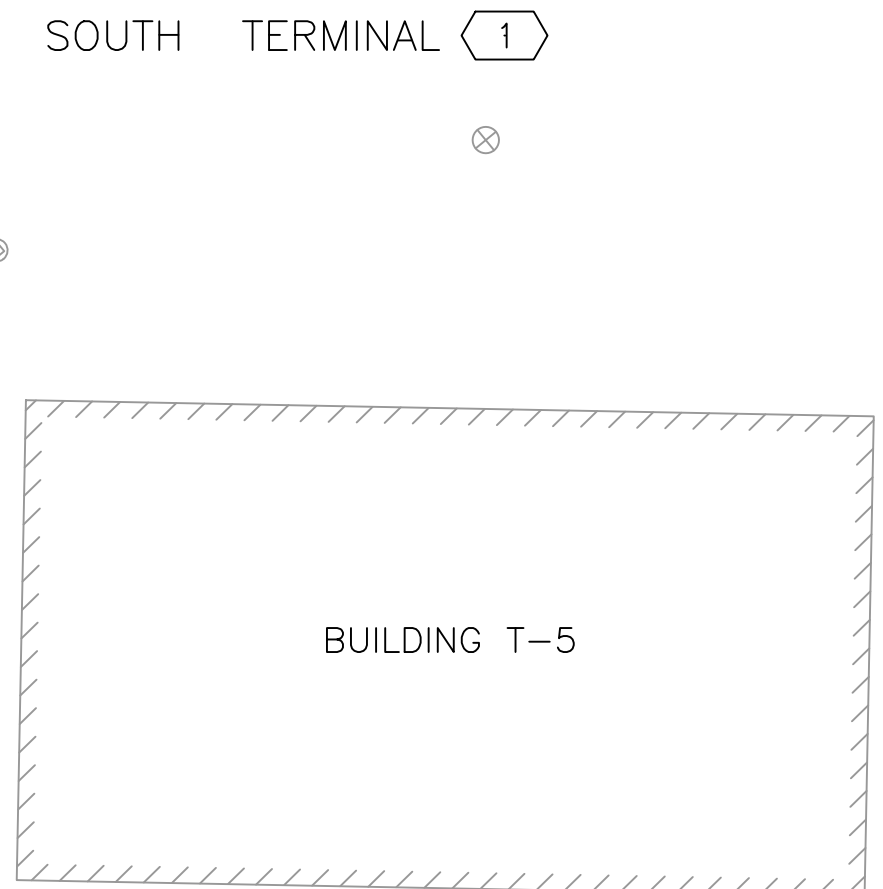
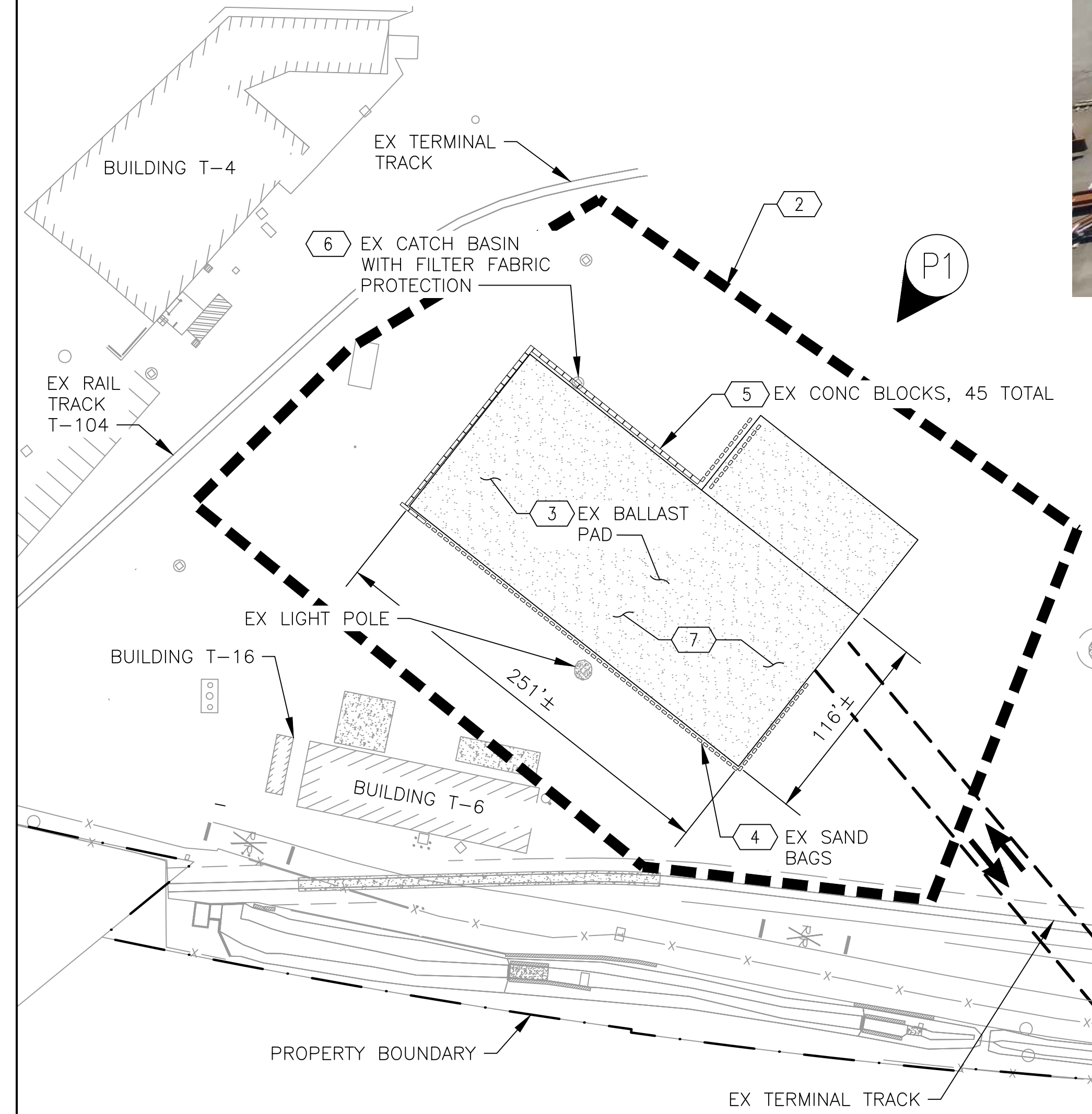
PORT OF EVERETT

**NORTON TERMINAL – PRELOAD
AND MTCA 3RD INTERIM ACTION
SITE PLAN & SURVEY CONTROL**

DWG. NO.	C1.1
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	7 OF 11



P1 SOUTH TERMINAL BALLAST PAD AERIAL
(LOOKING EAST)

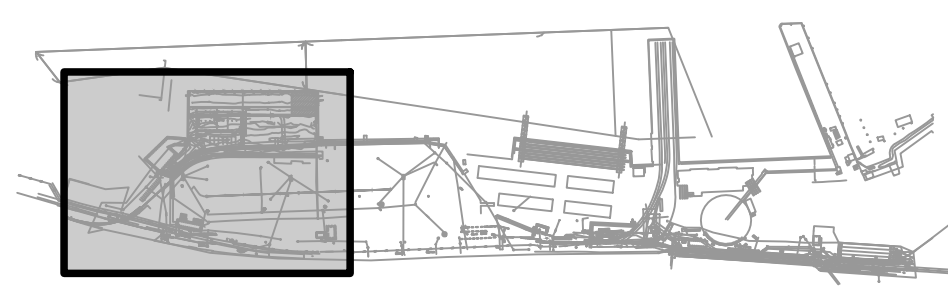
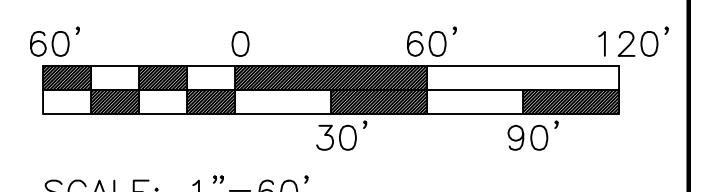


NOTES:

- 1 THE ADJACENT MARINE TERMINALS AND PORT GARDNER BAY ARE AN ACTIVE SHIPPING AREA. THE CONTRACTOR SHALL NOT OBSTRUCT OPERATIONS OR ANY OTHER VESSEL TRAFFIC IN THE ADJACENT WATERWAY.
- 2 ALL WORK OUTSIDE OF THE MAIN PROJECT WORK AREA SHALL BE PROTECTED AND DELINEATED FROM SURROUNDING TERMINAL AREA BY TRAFFIC CONES, BARRIERS OR TEMPORARY FENCING AS APPROVED BY THE ENGINEER. WORK SCHEDULING SHALL BE COORDINATED WITH THE ENGINEER. WORK AREAS SHALL BE KEPT OFF OF EXISTING RAIL SPURS.
- 3 LOAD AND HAUL APPROXIMATELY 2,525 TONS± OF BALLAST MATERIAL TO NORTON TERMINAL. BALLAST MATERIAL SHALL BE USED TO CONSTRUCT THE HAUL ROAD (APPROX 2,011 TON) AND BERM EXTENSION (APPROX 82 TON) AS SHOWN ON SHEET G1.6. EXCESS BALLAST MATERIAL THAT IS NOT NEEDED FOR THE HAUL ROAD AND BERM EXTENSION SHALL BE STOCKPILED ADJACENT TO THE HAUL ROAD AS SHOWN ON SHEET G1.6.
- 4 SPLIT APPROXIMATELY 300 SAND BAGS IN-PLACE AND DISPOSE OF BAGS AT AN APPROVED OFF-SITE WASTE HANDLING FACILITY. LOAD AND HAUL SAND MIXED WITH BALLAST TO NORTON TERMINAL. SEE NOTE 3 FOR BALLAST PLACEMENT AT NORTON TERMINAL.
- 5 LOAD AND HAUL FORTY FIVE (45) CONCRETE BLOCKS TO NORTON TERMINAL. CONCRETE BLOCKS INCLUDE SEVENTEEN (17) AT 6' LONG x 2' WIDE x 2' HIGH AND TWENTY EIGHT (28) AT 5'-7" LONG x 2'-8" WIDE x 3' HIGH. CONCRETE BLOCKS SHALL BE USED FOR THE HAUL ROAD TRANSITION RAMP AT NORTON TERMINAL (SEE SHEET G1.6). EXCESS CONCRETE BLOCKS THAT ARE NOT NEEDED FOR THE HAUL ROAD TRANSITION RAMP SHALL BE STOCKPILED ADJACENT TO THE WHARF AS SHOWN ON SHEET G1.6.
- 6 AFTER BALLAST AND CONCRETE BLOCKS HAVE BEEN RELOCATED AND THE AREA HAS BEEN SWEEP CLEAN WITH A STREET CLEANER, REMOVE EXISTING FILTER FABRIC GRATE PROTECTION FROM CATCH BASIN AND CLEAN SUMP WITH A VACTOR TRUCK. DISPOSE OF FILTER FABRIC AND VACTORED SUMP MATERIALS AT AN APPROVED OF-SITE WASTE HANDLING FACILITY.
- 7 FOLLOWING RELOCATION OF BALLAST AND CONCRETE BLOCKS, THE ENTIRE CONSTRUCTION LIMIT AREA SHALL BE SWEEP CLEAN WITH A STREET CLEANER TO THE SATISFACTION OF THE ENGINEER.
- 8 THE CONTRACTOR SHALL KEEP THE ENTIRE CONSTRUCTION ACCESS ROUTE, INCLUDING PUBLIC STREETS, CLEAN AND FREE OF CONSTRUCTION DEBRIS AT ALL TIMES. BALLAST MATERIAL SHALL NOT BE TRACKED OR SPILLED ALONG THE ACCESS ROUTE. ACCIDENTAL SPILLS SHALL BE CLEANED IMMEDIATELY AND THE AREA SHALL BE SWEEP CLEAN WITH A STREET SWEEPER.

LEGEND

- PROJECT SITE/WORK AREA LIMITS
- CONSTRUCTION ACCESS TO/FROM SOUTH TERMINAL
- PROPERTY BOUNDARY
- PHOTO LABEL



KEY MAP

BID SET

IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

kpff
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

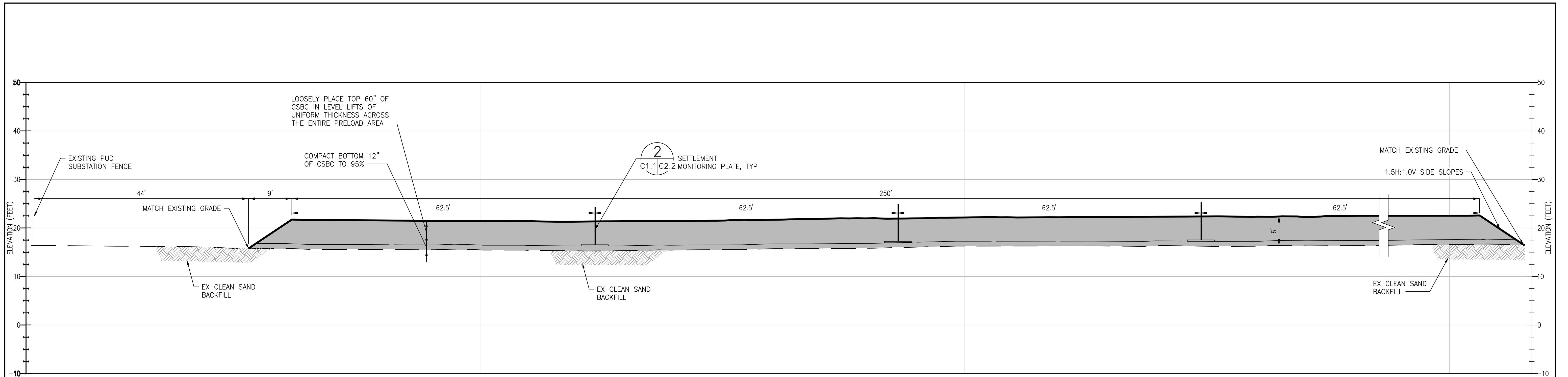
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	03/29/21	NW	ISSUED FOR SUBSTANTIVE REQUIREMENTS REVIEW.				



PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 3-29-2021
DRAWN BY: F. MENDOZA	CHECKED BY: N. WATSON
APPROVED BY: 	

PORT OF EVERETT
NORTON TERMINAL – PRELOAD
AND MTCA 3RD INTERIM ACTION
BALLAST PAD DEMO PLAN

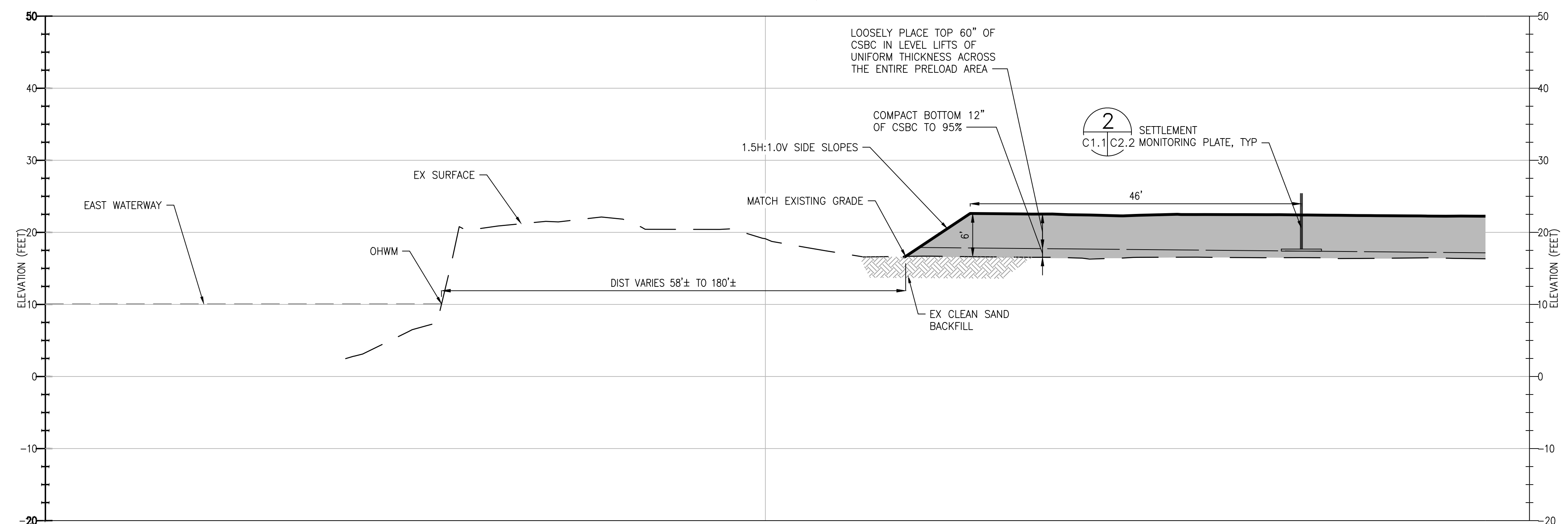
DWG. NO.	C1.2
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	8 OF 11



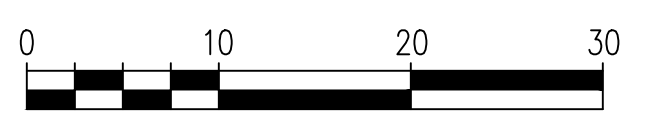
A SECTION
C1.1/C2.1



SCALE: 1"=10' HORIZ, 1"=10' VERT



B SECTION
C1.1/C2.1



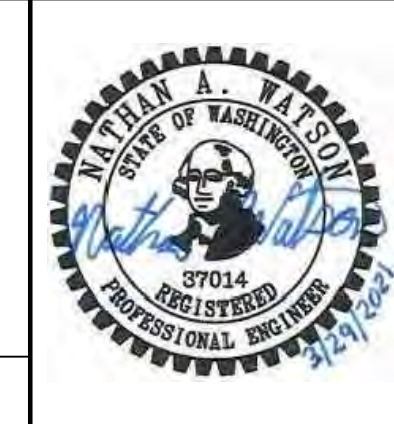
SCALE: 1"=10' HORIZ, 1"=10' VERT

BID SET
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



kpff
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

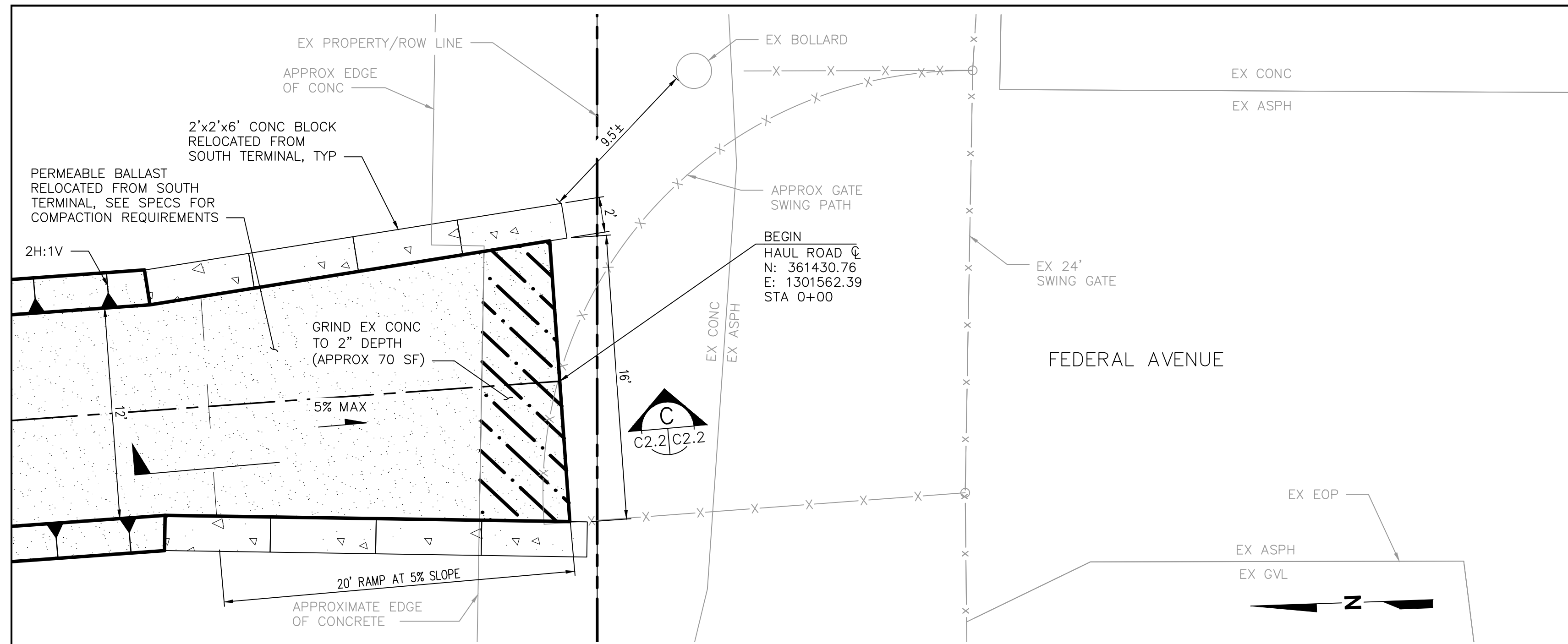
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION
	04/20/21	NW	ISSUED FOR BID				
	03/29/21	NW	ISSUED FOR SUBSTANTIVE REQUIREMENTS REVIEW.				



PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 3-29-2021
DRAWN BY: F. MENDOZA	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL – PRELOAD
AND MTCA 3RD INTERIM ACTION
SITE SECTIONS

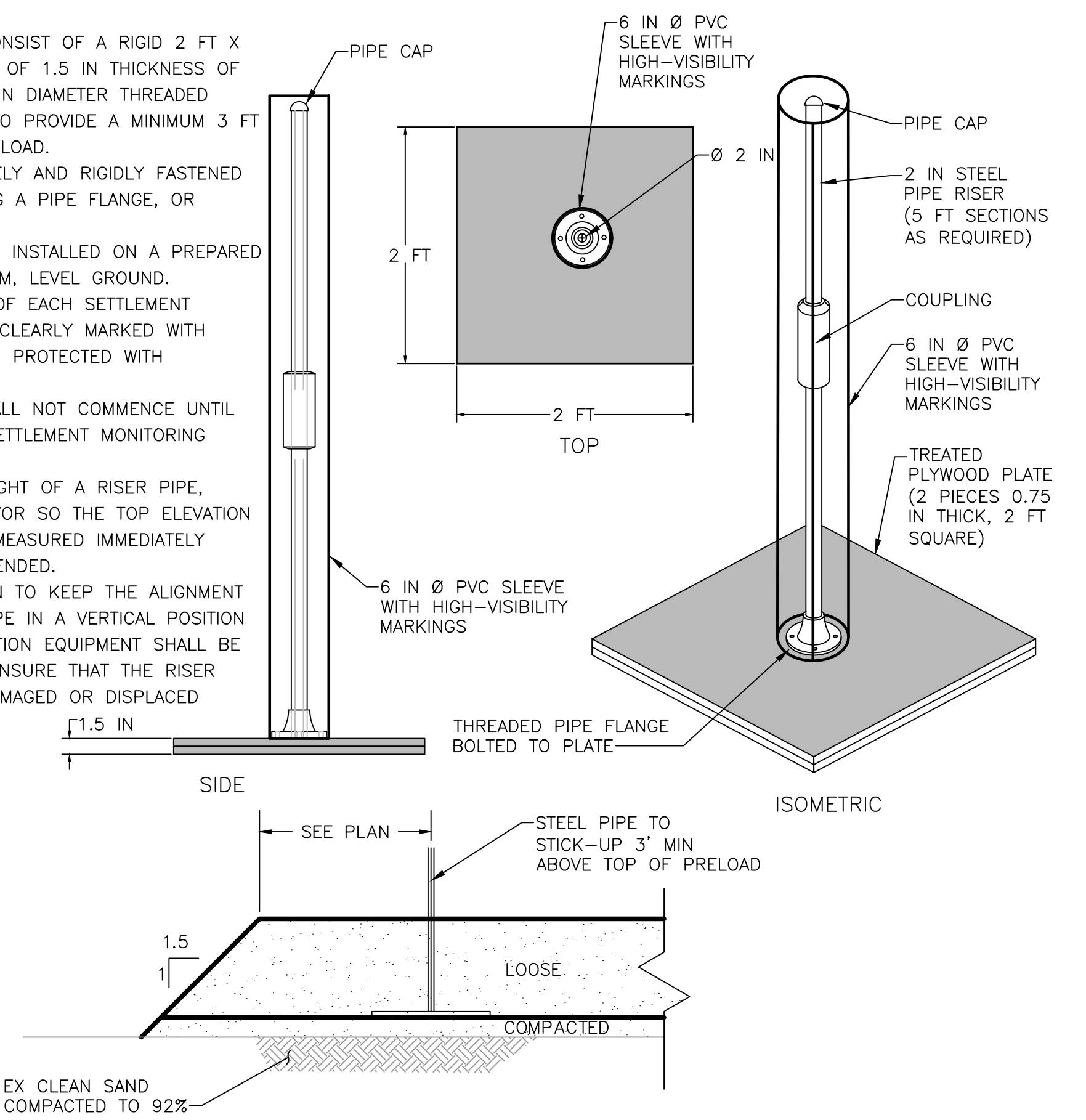
DWG. NO.	C2.1
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	9 OF 11



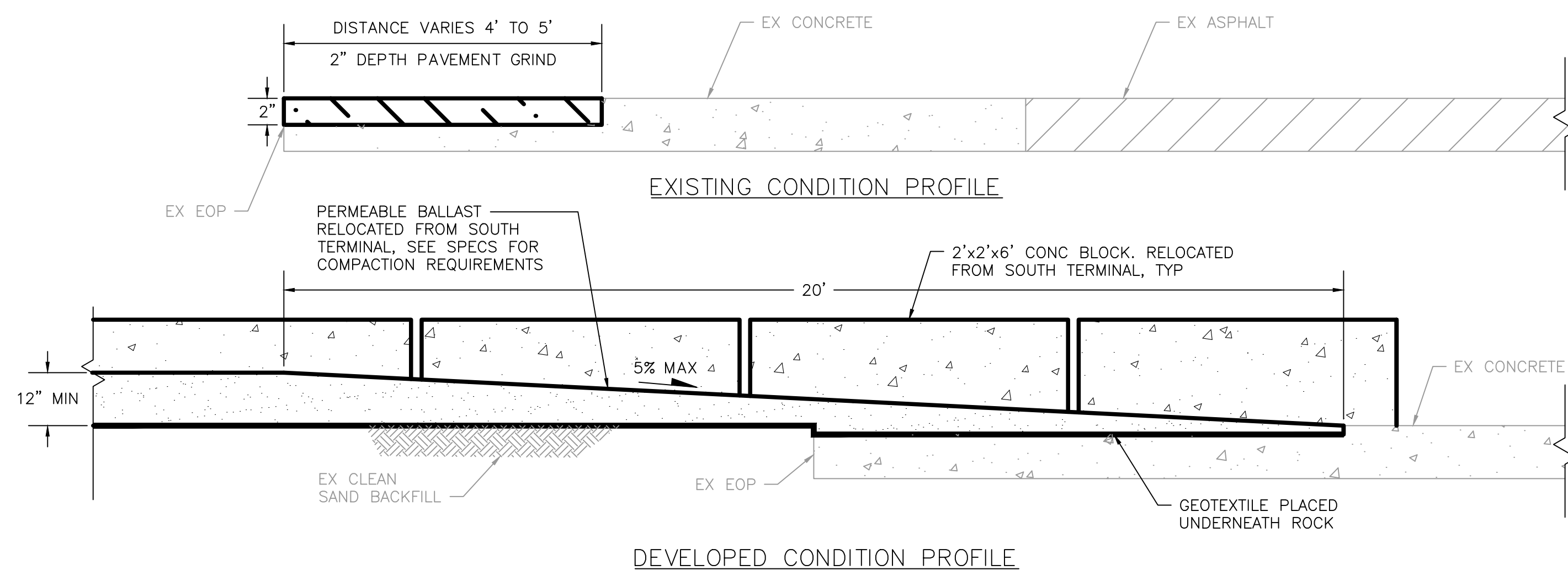
1 HAUL ROAD TRANSITION RAMP PLAN AT FEDERAL AVE
G1.6 | C2.2 SCALE: 1" = 5'-0"

NOTES:

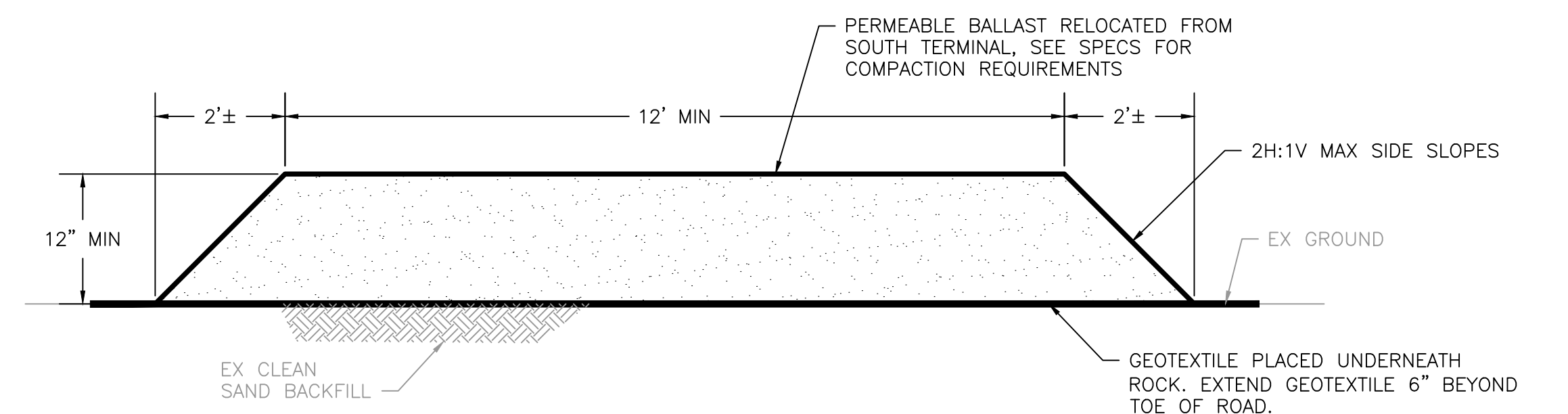
1. SETTLEMENT PLATES SHALL CONSIST OF A RIGID 2 FT X 2 FT BASE PLATE CONSISTING OF 1.5 IN THICKNESS OF PLYWOOD, AND SUFFICIENT 2 IN DIAMETER THREADED STEEL PIPE AND COUPLINGS TO PROVIDE A MINIMUM 3 FT STICK-UP ABOVE TOP OF PRELOAD.
2. STEEL PIPE SHALL BE SECURELY AND RIGIDLY FASTENED TO THE BASE PLATE BY USING A PIPE FLANGE, OR OTHER SUITABLE METHOD.
3. SETTLEMENT PLATES SHALL BE INSTALLED ON A PREPARED SUBGRADE CONSISTING OF FIRM, LEVEL GROUND.
4. THE RISER AND COVER PIPE OF EACH SETTLEMENT MONITORING PLATE SHALL BE CLEARLY MARKED WITH HIGH-VISIBILITY MARKINGS AND PROTECTED WITH BARRICADES.
5. PRELOAD FILL PLACEMENT SHALL NOT COMMENCE UNTIL GROUND SURFACE AT EACH SETTLEMENT MONITORING PLATE HAS BEEN SURVEYED.
6. PRIOR TO EXTENDING THE HEIGHT OF A RISER PIPE, COORDINATE WITH THE SURVEYOR SO THE TOP ELEVATION OF THE RISER PIPE CAN BE MEASURED IMMEDIATELY BEFORE AND AFTER IT IS EXTENDED.
7. PRECAUTIONS SHALL BE TAKEN TO KEEP THE ALIGNMENT OF THE RISER AND COVER PIPE IN A VERTICAL POSITION AT ALL TIMES AND CONSTRUCTION EQUIPMENT SHALL BE OPERATED IN A MANNER TO ENSURE THAT THE RISER AND COVER PIPE ARE NOT DAMAGED OR DISPLACED LATERALLY.



2 SETTLEMENT MONITORING PLATES
C1.1 | C2.2 NOT TO SCALE



C HAUL ROAD TRANSITION RAMP PROFILE AT FEDERAL AVE
C2.2 | C2.2 NOT TO SCALE

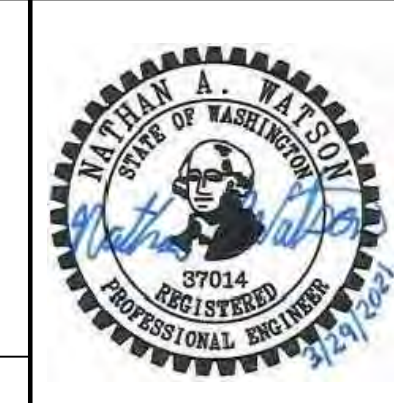


D HAUL ROAD SECTION
G1.6, C1.1 | C2.2 NOT TO SCALE

BID SET
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



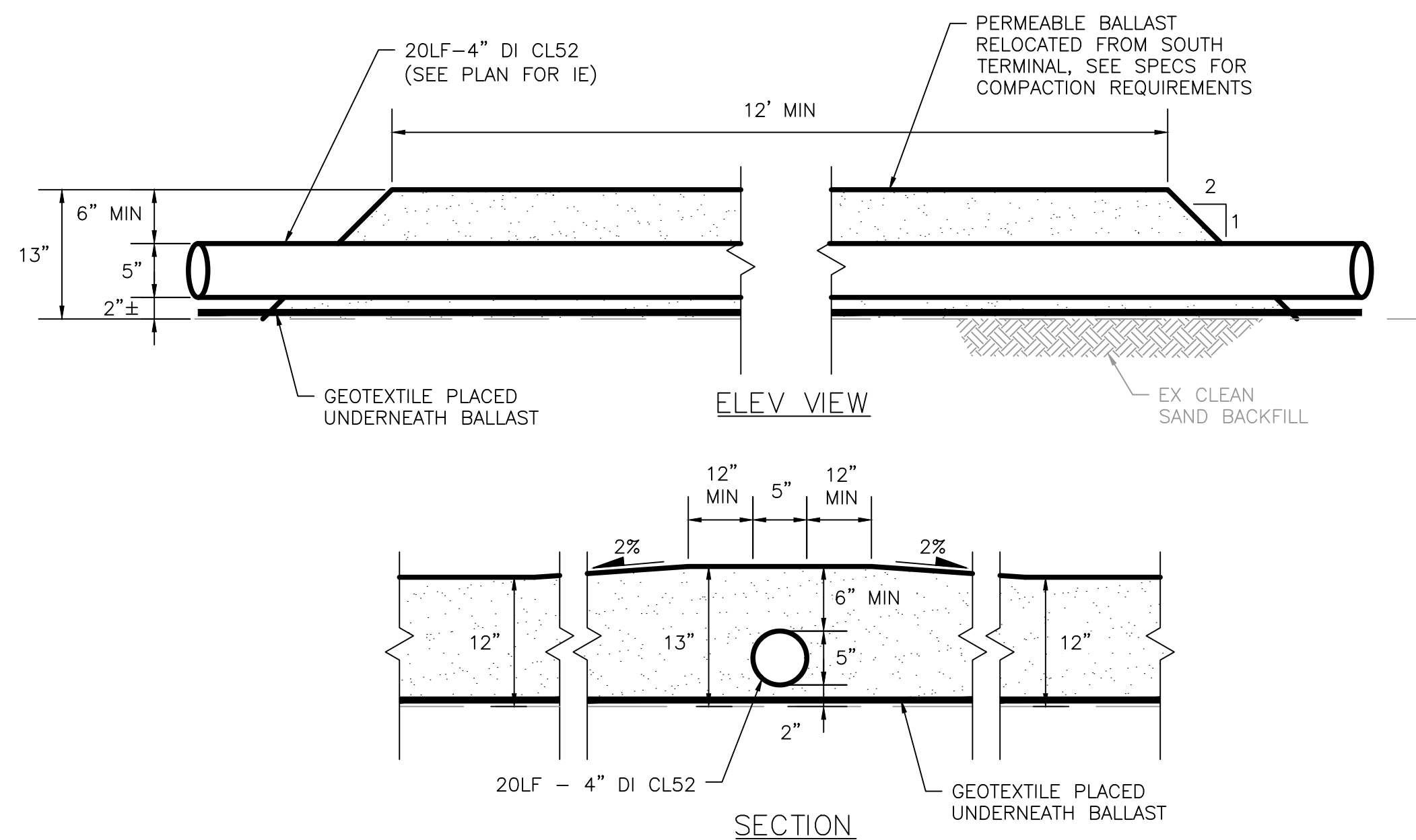
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION
	04/20/21	NW	ISSUED FOR BID				
	03/29/21	NW	ISSUED FOR SUBSTANTIVE REQUIREMENTS REVIEW.				



PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 3-29-2021
DRAWN BY: F. MENDOZA	CHECKED BY: N. WATSON
APPROVED BY: <i>[Signature]</i>	

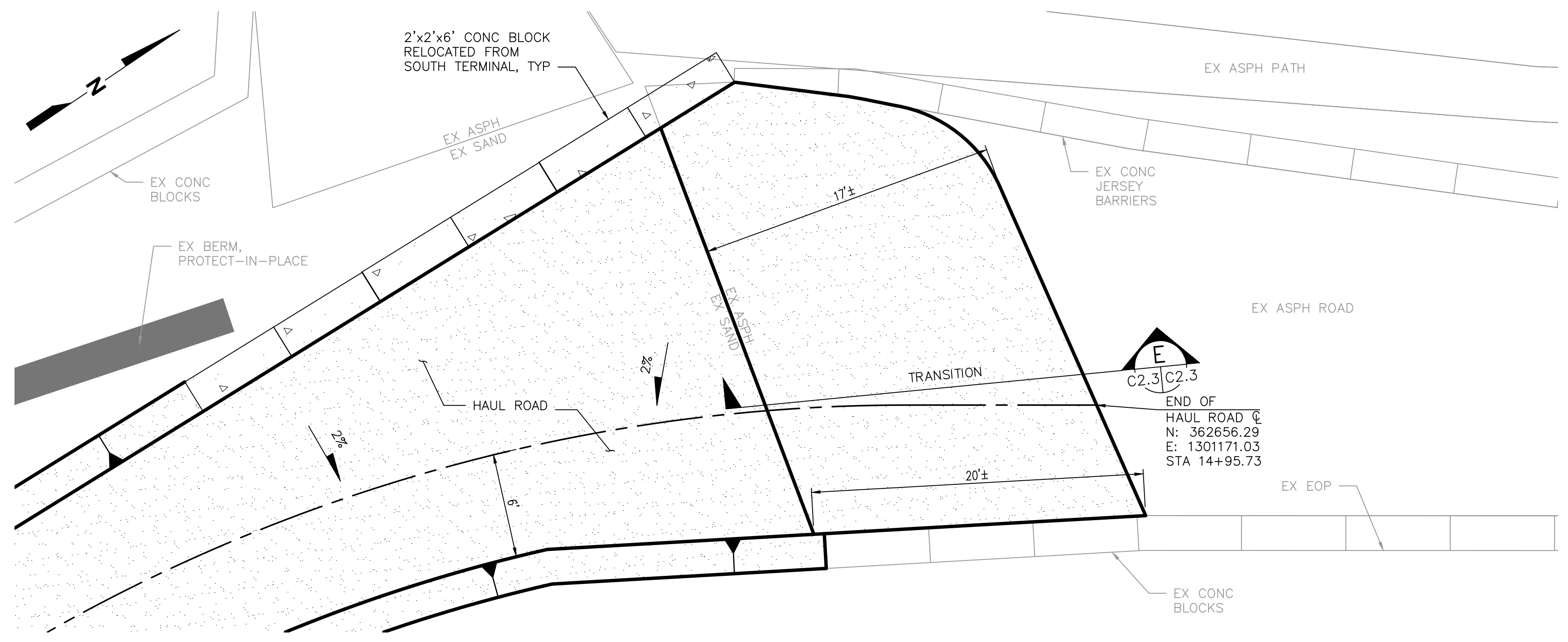
PORT OF EVERETT
NORTON TERMINAL – PRELOAD
AND MTCA 3RD INTERIM ACTION
SECTIONS & DETAILS (1 OF 2)

DWG. NO.	C2.2
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	10 OF 11



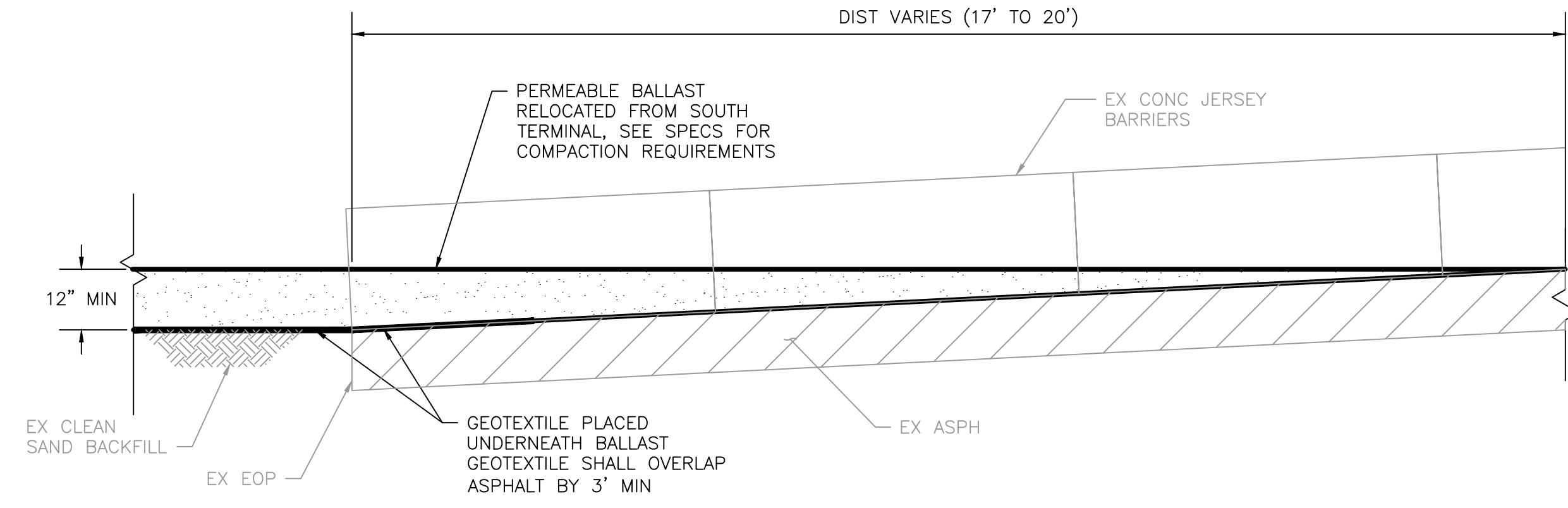
3 TYPICAL CULVERT DETAILS

G1.6, C1.1, C2.3 NOT TO SCALE



4 HAUL ROAD TRANSITION PLAN NEAR PUD SUBSTATION

G1.6, C1.1, C2.3 SCALE: 1" = 5'-0"



E HAUL ROAD TRANSITION PROFILE NEAR PUD SUBSTATION

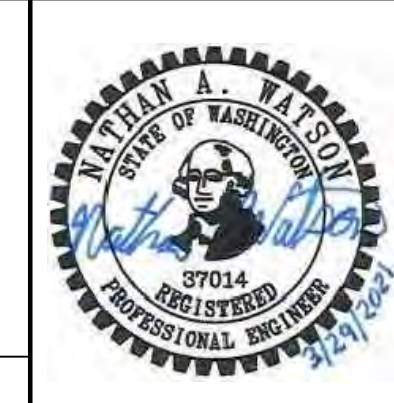
C2.3/C2.3 NOT TO SCALE

BID SET
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



kpff
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION
	04/20/21	NW	ISSUED FOR BID				
	03/29/21	NW	ISSUED FOR SUBSTANTIVE REQUIREMENTS REVIEW.				



PROJECT ENGINEER:
N. WATSON
SCALE: AS SHOWN
DESIGNED BY:
J. BECKER
DATE: 3-29-2021
DRAWN BY:
F. MENDOZA
CHECKED BY:
N. WATSON
APPROVED BY:
[Signature]

PORT OF EVERETT
NORTON TERMINAL – PRELOAD
AND MTCA 3RD INTERIM ACTION
SECTIONS & DETAILS (2 OF 2)

DWG. NO.	C2.3
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.1
SHEET NO.	11 OF 11

PART VII – APPENDICIES

Appendix A



CITY OF EVERETT

Community, Planning, & Economic Development Department
Planning Division

April 5, 2021

Laura Gurley
Planner
Port of Everett
Everett WA 98201

RE: Kimberly Clark MTCA order for TPN 29051900201500, 29051900200900, 29051900201000, 29051900300100, 29051900300200, 29051900300100

The Port of Everett has asked the City of Everett to provide documentation that the City concurs that the pre-load work for the former Kimberly Clark site is not required to obtain a shoreline permit. Pursuant to RCW 90.58.355 the City concurs that a substantial development permit, conditional use permit, variance, letter of exemption, or other review conducted by a local government to implement this chapter do not apply to:

(1) Any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order issued pursuant to chapter **70A.305** RCW, or to the department of ecology when it conducts a remedial action under chapter **70A.305** RCW. The department must ensure compliance with the substantive requirements of this chapter through the consent decree, order, or agreed order issued pursuant to chapter **70A.305** RCW, or during the department-conducted remedial action, through the procedures developed by the department pursuant to RCW **70A.305.090**;

The City of Everett concurs that the pre-load work under the Ecology order for the MTCA clean-up of the Kimberly Clark site is part of the MTCA order issued by the Washington State Department of Ecology.

A handwritten signature in black ink, appearing to read 'Yorik Stevens-Wajda', written over a horizontal line.

Yorik Stevens-Wajda, Planning Director

City of Everett



2930 Wetmore Ave, Ste 8-A
Everett, WA 98201



425.257.8731
425.257.8742 fax



planning@everettwa.gov
everettwa.gov



April 15, 2021

Port of Everett
Attn: Laura Gurley, Planner
1205 Craftsman Way, Suite 200
Everett, WA 98201

Subject: MTCA 3rd Interim Action & Mills to Maritime at Norton Terminal
Preload Ground Improvement

Dear Laura:

Thank you for providing notice and construction plans of the Port of Everett's plans to conduct a preload ground improvement under the MTCA Agreed Order No. DE 9476 under the regulatory oversight of the Washington State Department of Ecology, located at the Norton Terminal Site (2600 Federal AVE and noted as Cleanup Site ID No. 2569). We recognize that pursuant to Agreed Order No. DE 9476 and RCW 70.105D.090 (1), this work is exempt from the procedural requirements of any laws requiring or authorizing local government permits or approvals for the remedial action.

We support the Port of Everett's efforts to remediate the site and soils in a manner consistent with current Best Management Practices and all other applicable regulations.

If any of the material and/or equipment used in preload will be transported to/from the site via public roadways and the vehicle exceeds legal dimensions for transportation in the right-of-way, please contact Traffic Engineering to obtain the required oversize load permit prior to any hauling (425-257-8810, Option 7 for Traffic or email PermitServices@everettwa.gov and request your email to be forwarded to Traffic Engineering).

Please feel free to contact me at SGood@everettwa.gov with any questions you may have.

Sincerely,

A handwritten signature in blue ink that reads 'Sabrina Good'.

Sabrina Good, P.E.

Permit Services Manager | Everett Permit Services

CC: Steve Ingalsbe, Planning Land Use Manager
Tony Lee, Building Official
Ryan Sass, Public Works Director

PERMIT SERVICES

3200 Cedar Street
Everett, WA 98201

425.257.8810
425.257.8857 fax

everetteps@everettwa.gov
everettwa.gov/permits

Appendix B

Technical Memorandum – Preload Ground Improvement

TO: Nathan Watson, PE, and Jeff Becker, PE, KPFF Consulting Engineers
FROM: Sean M. Gertz, PE; Steven R. Wright, PE; and Blayne C. Sandau, EIT
DATE: April 15, 2021
RE: **Norton Terminal – Preload and MTCA 3rd Interim Action
Port of Everett
Everett, Washington
Project No. 0121049.050.051**

Introduction

This memorandum summarizes the results of geotechnical engineering services completed by Landau Associates, Inc. (LAI) in support of the Port of Everett (Port, project owner) Model Toxics Control Act (MTCA) 3rd Interim Cleanup Action & Mills to Maritime at Norton Terminal Preload Ground Improvement project, located at 2600 Federal Avenue in Everett, Washington (site; Figure 1).

This memorandum has been prepared with information provided by KPFF Consulting Engineers (KPFF, project civil engineer) and the Port and with data collected during LAI's geotechnical field exploration and laboratory testing programs.

Project Background

The site consists of the former Kimberly-Clark (K-C) mill property, situated on the Everett waterfront, along the East Waterway of Port Gardner Bay. The Port purchased the majority of the property in 2019 and plans to redevelop approximately 34 acres with a marine cargo terminal. Existing docks and waterfront features will be preserved for future maritime expansion.

No marine component is planned for the initial redevelopment phase; however, the Port wishes to develop a flexible design plan that can accommodate future construction of marine infrastructure or reuse of the existing barge dock.

The project includes two primary actions: 1) an MTCA interim cleanup action (third interim action) and 2) the development of Norton Terminal. These actions are complementary and interrelated.

The focus of this memorandum is an early action preload ground improvement that will support the MTCA interim cleanup action and development of Norton Terminal. Proposed Norton Terminal improvements include the addition of flexible pavement to create a low-permeability cap and reduce stormwater infiltration, as required by the MTCA interim cleanup action, as well as installation of power, communications, water, and sewer utilities; storm drainage, collection, and treatment; longshoreman trailers; and light poles.

The site was the subject of a 2012 Agreed Order between the Washington State Department of Ecology and K-C. In 2013, K-C completed the first interim cleanup action at the site, during which approximately 38,000 tons of contaminated soil was removed. In 2020, K-C performed a second interim cleanup action and completed the Crushed Material Removal project. Interim cleanup action activities included removal or capping of pipes protruding from the shoreline; removal of 250,000 tons of crushed material from the mill demolition; removal of approximately 18,000 tons of contaminated soil; and import of approximately 150,000 tons of clean sand backfill material, which was graded and used to cover the site (Ecology; accessed March 25, 2021).

Site Conditions

The following sections describe the geologic setting of the site and the surrounding area and observed and reported subsurface conditions. Interpretations of site conditions are based on LAI's review of available geologic and geotechnical information and on the results of its site reconnaissance, subsurface explorations, and laboratory testing.

Geologic Setting

Geologic information for the site and surrounding area was obtained from the *Preliminary Surficial Geologic Map of the Mukilteo and Everett Quadrangles, Snohomish County, Washington* (Smith 1976). Surficial soil in the vicinity of the site is mapped as modified land. Based on the site history, the modified land likely consists of non-engineered fill, deposited during previous site development activities, which date to the late 1800s. The non-engineered fill consists of interbedded sands and silts mixed with wood waste, concrete rubble, and other construction debris.

Surface Conditions

Surface conditions at the site generally consist of exposed, poorly graded, sandy fill that was placed and compacted during the Crushed Material Removal project. Small areas of hardscape (i.e., asphalt-paved service road), associated with the Snohomish County Public Utility District (PUD) substation, are located in the northwest corner of the site. The site is generally flat with a slight north-south trending depression located approximately 200 feet (ft) inland. The upland portion of the site can be accessed via Federal Avenue from the south and Norton Avenue from the north.

Based on LAI's observations, the layer of poorly graded, sandy fill ranged from a few inches to 5 ft thick and was compacted to at least 92 percent of its maximum dry density, determined in accordance with ASTM International (ASTM) standard test method D1557. Though surficial material at the site is generally well compacted, the sandy fill is susceptible to disturbance from construction traffic. During its site visits, LAI routinely observed dump trucks become stuck following disturbance of the surficial fill materials. LAI understands that a haul road will be constructed between the south entrance of the site and the preload area to reduce disturbance of surficial soils (Figure 2). Use of off-road construction equipment may be required in areas outside of the haul road.

Subsurface Soil Conditions

In September 2020, LAI explored subsurface conditions at the site by advancing eight hollow-stem auger borings (MIE-SB-1 through MIE-SB-8) at the approximate locations shown on Figure 2. In LAI's opinion, subsurface conditions throughout the site can be characterized as poorly graded, sandy fill (SP; Aspect Consulting 2020) underlain by hydraulic fill that was placed during previous development activities. The hydraulic fill has been described by others (Shannon & Wilson 2014) as consisting of very loose to medium dense sands and of very soft to stiff silts with variable gravel and organic content. Based on LAI's review of subsurface data collected by others, hydraulic fill in the northern half of the site has a high organic content, with approximately 30-ft areas of 100 percent wood waste (Aspect Consulting 2013; Chase T. Main, Inc. 1952; Dames and Moore 1990, 1993, 1995; Shannon & Wilson 2014).

The hydraulic fill observed in LAI's explorations consisted of very soft to hard silt with variable amounts of sand, gravel, and construction debris; of very loose to very dense sand with variable amounts of silt, gravel, and construction debris; of loose to dense gravel with variable amounts of silt, sand, and construction debris; and of construction debris, including a mix of wood chips, asphalt, concrete, and bricks (LAI 2020). Each representative soil type observed in LAI's explorations was described using the soil classification system shown on Figure 3, in general accordance with ASTM standard test method D2488. Summary boring logs are presented on Figures 4 through 11.

The results of previous field investigations, completed by others (Moffatt & Nichol 2014), indicate that many of the original site structures were supported on deep foundations. These consisted primarily of steel H-piles and timber piles. Auger cast piles, steel pipe piles, and pre-cast concrete piles also may have been used. Though the structures have been removed, many of the original foundation elements remain, including abandoned H-piles and concrete pile caps. Foundation elements are present throughout the site, especially in the northeast corner.

Groundwater Conditions

The results of previous field investigations, completed by others (Shannon & Wilson 2014), indicate that site groundwater levels vary from east to west. Near the eastern edge of the site, groundwater is anticipated to be present at approximately 1 to 4 ft below ground surface (bgs); at the western edge, groundwater is likely present at 6 to 12 ft bgs. Groundwater levels along the western edge of the site may be tidally influenced by nearby Possession Sound and Port Gardner.

During its fall 2020 site visits, LAI observed groundwater conditions in the interim cleanup action excavations. The groundwater conditions were generally consistent with those described by Shannon & Wilson (2014). Previously reported depths-to-groundwater cannot be used to assess current depths, as site grades have changed in the interim.

Conclusions and Recommendations

The following sections include geotechnical recommendations for placement of soil preload, haul road construction, and onsite stormwater infiltration.

Soil Preloading

Much of the northern half of the site is underlain by compressible wood waste deposits, and the presence of historical deep foundation elements has been confirmed in the eastern two-thirds of this area. Soil preloading will be used to limit post-construction settlement in the northwestern corner of the site, as shown on Figure 2. The preload weight should match the anticipated load of the proposed improvements, including fill placed during construction, and the preload height should be overbuilt to account for anticipated preload settlement.

LAI understands that, following removal of the preload, this area of the site will be used to store single-height shipping containers on trailers (additional load of 370 pounds per square foot [psf]). The Port intends to raise grades in the preload area by approximately 2 ft (additional load of 250 psf). LAI recommends a preload height of 6 ft for this loading scenario with an assumed preload soil unit weight of 110 pounds per cubic foot. Where possible, preload material should extend beyond the footprint of the proposed improvements a distance equal to the height of the preload. Preload side slopes should be no steeper than 1½ horizontal to 1 vertical (1½H:1V). If steeper side slopes are necessary, the preload soil may be retained with a temporary structure, such as a mechanically stabilized earth or modular block wall.

LAI understands that preload material will consist of Crushed Surfacing Base Course and will later be used to construct new flexible pavement sections at the site. Crushed Surfacing Base Course should conform to the requirements in Section 9-03.9(3) of the Washington State Department of Transportation's 2021 *Standard Specifications for Roads, Bridges, and Municipal Construction (2021 WSDOT Standard Specifications)*.

If mixed with sand and fines, the preload material may no longer conform to gradational requirements for Crushed Surfacing Base Course, and its structural characteristics may be degraded. Because the preload material will be later used as pavement base course, it is of utmost importance that the contractor limit mixing of preload fill and site soils to maintain proper gradation of the Crushed Surfacing Base Course. Care should be taken to ensure that construction vehicles do not carry site soils into the preload area during placement of preload fill. LAI recommends assuming that the bottom 1 ft of preload fill will be so thoroughly mixed with site soils that it will not be suitable for reuse. This material likely will remain in place following the preload period. As such, LAI recommends that the bottom 1 ft of preload fill be placed in loose lifts, not exceeding 6 inches, and compacted to 95 percent of its maximum dry density, determined in accordance with ASTM standard test method D1557. If preload material that has been mixed with site soils exists within the proposed pavement

section, it should be removed and replaced with material that meets the requirements in Section 9-03.9(3) of the *2021 WSDOT Standard Specifications*.

Haul Road Construction

An estimated 2,200 trips will be required to import preload material to the site. To reduce surficial soil disturbance during material handling, a haul road will be constructed along the alignment shown on Figure 2.

The haul road subgrade should be prepared in accordance with the requirements in Section 2-06.3 of the *2021 WSDOT Standard Specifications*. For environmental reasons, no grading or excavation of surficial, clean sand backfill material is permitted. The haul road should consist of 12 inches of Permeable Ballast, underlain by a geotextile separation layer (such as Mirafi 140N, or similar) and well-compacted, surficial site soils. Permeable Ballast should meet the requirements in Section 9-03.9(2) of the *2021 WSDOT Standard Specifications*. It should be placed in loose lifts, not exceeding 6 inches, and compacted to a firm, unyielding condition. LAI understands that the Port intends to construct the haul road using surplus ballast material from the South Terminal. Though this material does not meet the gradational requirements for Permeable Ballast, it is considered suitable for construction of the haul road, provided the haul road materials are removed prior to construction of the final pavement section.

Gravel road performance will depend on several factors, including traffic volume, vehicle type, roadway geometry, and weather conditions. Gravel roads inevitably will lose some surface aggregate, and load carrying capacity will be reduced as road wear occurs. The contractor should anticipate the need for regular maintenance of the haul road during construction. Additional material used to construct or maintain the haul road should consist of Permeable Ballast, as previously described.

Settlement Monitoring Plates

LAI recommends that settlement magnitude is monitored while the soil preload is in place. Settlement monitoring plates can be used to measure settlement at the contact between the existing soil and overlying preload fill. Settlement plates typically consist of an inner steel pipe, affixed to a rigid base plate, and an outer sleeve placed around the inner pipe to isolate it from contact with the preload fill (Figure 12). As the preload fill and underlying soil settle, standard surveying equipment is used to monitor the inner pipe and determine the magnitude and rate of settlement.

LAI recommends using an average of four settlement plates per acre to monitor settlement along the edges and in the center of the preload embankment. Each preload area should include at least one settlement plate near the center of the preload fill and two on opposite edges. Measurements should be recorded by a surveyor licensed in the State of Washington.

Settlement plates should be installed immediately after placement of 12 inches of compacted Crushed Surfacing Base Course. Prior to placement of additional preload fill, settlement plates should be surveyed to establish a baseline elevation using North American Vertical Datum of 1988. Plates should be surveyed twice a week during preload placement, and once a week after all preload materials have been placed. Ground surface elevations adjacent to the settlement plates should be surveyed and recorded. When extending the height of a settlement monitoring plate, the elevation of the plate should be surveyed and recorded immediately before and after extension. Preload settlement data should be provided to the Geotechnical Engineer within one business day of collection.

Offset Distance of Nearby Structures

Soil preloading may cause total or differential settlement of adjacent structures supported on shallow foundations. Preloading also could result in downdrag and settlement of adjacent structures supported on deep foundations.

Based on a review of design drawings for the nearby PUD substation, LAI understands that portions of the substation are supported on 12- and 20-inch-diameter steel pipe piles. The piles were designed to be embedded a minimum of 5 ft into glacial soils. The results of field investigations, completed by others (Shannon & Wilson 2014), indicate that glacial soils in the vicinity of the substation may be on the order of approximately 98 ft bgs. LAI used elastic solutions for vertical loading of semi-infinite embankments (Poulos and Davis 1974) to model the zone of stress increase beneath the proposed preload. To avoid imposing new downdrag loads on existing pile foundations, LAI recommends that the toe of the preload is located no less than 40 ft from pile foundations.

Some of the PUD substation structures are supported on mat foundations with footing widths of approximately 20 ft. LAI recommends a minimum offset distance of 55 ft between the edge of the mat foundations and the toe of the preload.

Stormwater Management

LAI understands that stormwater has been infiltrated on site since the K-C mill was demolished in 2012. Additionally, construction stormwater was infiltrated during the first and second interim actions, which involved large-scale excavation of contaminated soils located below the water table. Stormwater also was infiltrated during additional site cleanup activities that were completed in concurrence with the second interim action. Following removal of the crushed material, approximately 150,000 tons of permeable, clean sand was imported to regrade the site. During these actions, no stormwater discharge to surface waters of the state was reported.

Preload early action activities will be less disruptive of site soils, and current surficial soils (clean sand backfill) should have a greater infiltration capacity than that of surficial soils prior to site cleanup. Placement of preload material will have little to no effect on stormwater infiltration, as the material has an infiltration capacity equal to, if not greater than, that of the existing sandy fill. Haul-road

material will consist of permeable ballast compacted in place. The compacted material will allow some infiltration, but heavy precipitation will run off the surface to adjacent sandy fill material, where it will infiltrate into the ground.

For the preload early action activities, the project design team proposes to use the infiltration approach adopted by K-C and to maintain the stormwater-management features that were approved and successfully implemented during the two interim actions. During the second interim action, a berm was constructed along the shoreline to prevent surface water discharge from the site. The top of the berm measures approximately 2 ft high by 3 ft wide. The berm will be maintained and protected-in-place during preload early action activities.

As part of the second interim action, 15 pipes protruding from the shoreline were cut and capped. The only active stormwater outfall pipe (Outfall A) is located at the south end of the site and is used to serve an area relatively distant from the preload early action. This outfall is fed by stormwater catch basins located beneath covered loading docks on the west side of an existing warehouse. Precipitation falling on the preload early action work area will not be collected by the catch basins, as there is no stormwater flow path between the two areas.

Document Review and Construction Monitoring

LAI should be asked to review geotechnical portions of the project plans and specifications to verify that they are consistent with the recommendations presented herein. LAI should also be asked to observe placement of settlement monitoring plates and to review preload settlement data. Monitoring, testing, and consultation should be provided during construction to confirm that site conditions are consistent with those observed in LAI's explorations and to provide expedient recommendations should conditions differ from those anticipated. Monitoring will also allow LAI to evaluate construction activities for compliance with project plans and specifications and with the recommendations contained herein. LAI would be pleased to provide these services.

Use of This Technical Memorandum

Landau Associates prepared this technical memorandum for the exclusive use of KPFF Consulting Engineers, the Port of Everett, and their designated representatives for specific application to the Model Toxics Control Act (MTCA) 3rd Interim Cleanup Action & Mills to Maritime at Norton Terminal Preload Ground Improvement project in Everett, Washington. No other party is entitled to rely on the information, conclusions, and recommendations included in this document without the express written consent of Landau Associates. Reuse of the information, conclusions, and recommendations provided herein for extensions of the project or for any other project, without review and authorization by Landau Associates, shall be at the user's sole risk. Landau Associates warrants that, within the limitations of scope, schedule, and budget, its services have been provided in a manner consistent with that level of skill and care ordinarily exercised by members of the profession currently

practicing in the same locality, under similar conditions as this project. Landau Associates makes no other warranty, either express or implied.

Closing

We appreciate the opportunity to assist you with this project. If you have questions or comments, please contact Sean Gertz at (425) 778-0907 or at sgertz@landauinc.com.

LANDAU ASSOCIATES, INC.

Sean M. Gertz, PE
Senior Project Engineer



4/15/2021

Steven R. Wright, PE
Principal

Blayne C. Sandau
Staff EIT

SMG/SRW/BCS/mcs

[\\EDM\DATA01\PROJECTS\121\049\R\GEOTECH\MEMO FOR PRELOAD BID PACKAGE\FINAL\NORTON TERMINAL - PRELOAD AND MTCA 3RD INTERIM ACTION GEOTECHNICAL MEMORANDUM 4.15.2021.DOCX]

Attachments: Figure 1. Vicinity Map
Figure 2. Site Plan
Figure 3. Soil Classification System and Key
Figures 4–11. Logs of Borings MIE-SB-1 through MIE-SB-8
Figure 12. Settlement Plate Detail

References

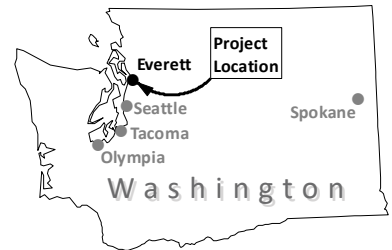
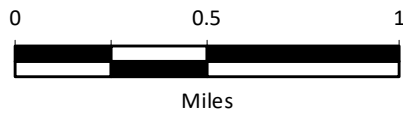
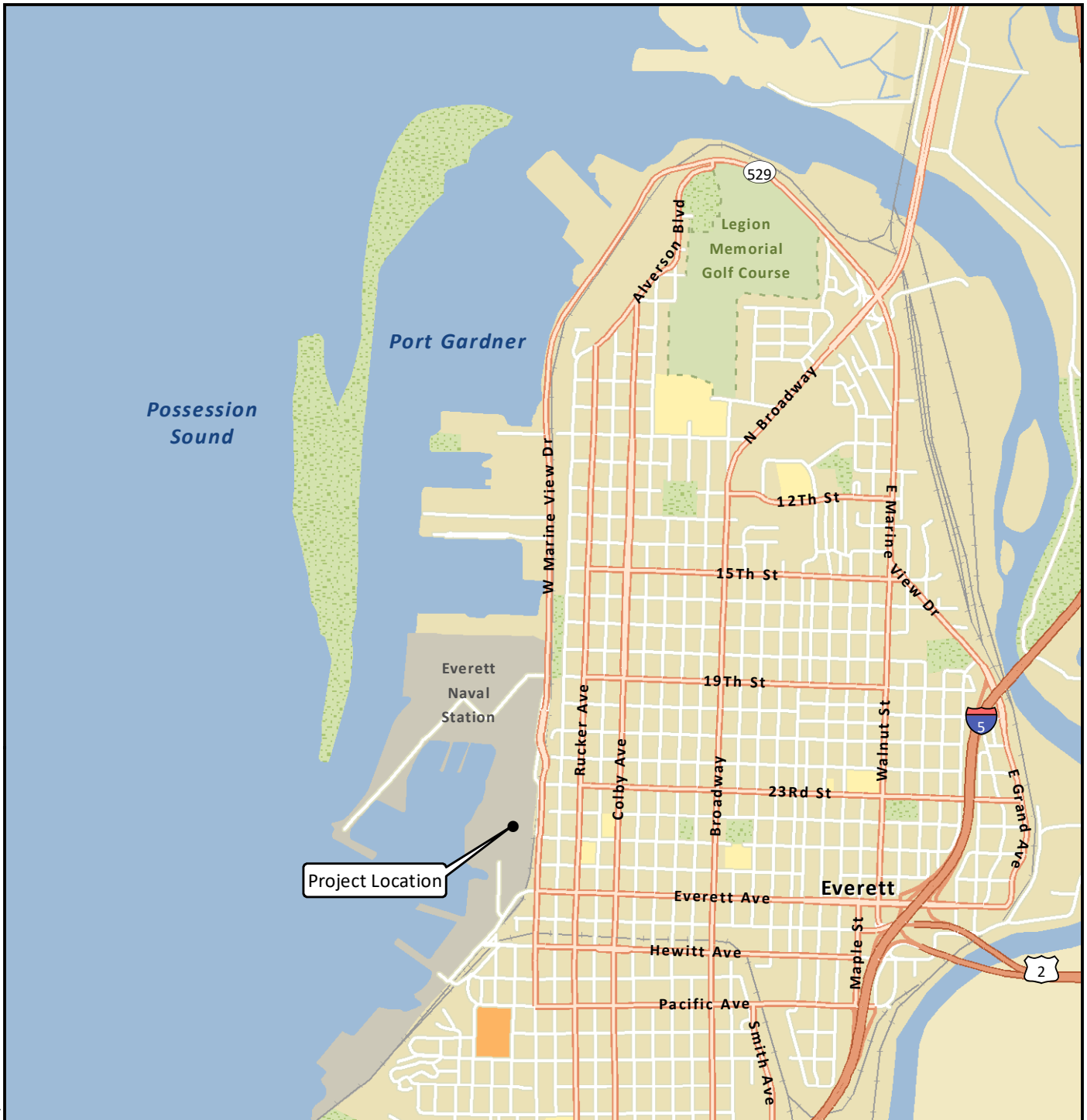
Aspect Consulting. 2020. Potential Water Ponding in Graded Depression, Former Kimberly-Clark Mill Property, Everett, Washington. November 5.

Aspect Consulting. 2013. Data Report for Phase 2 Environmental Site Assessment, Kimberly-Clark Worldwide Site Upland Area, Everett, Washington. March.

ASTM. 2017. Annual Book of ASTM Standards. In: *Soil and Rock(I)*. West Conshohocken, PA: ASTM International.

- Chase T. Main, Inc. 1952. Test Boring Data: Paper Mill Addition, Preliminary Site Survey. July 17.
- Dames & Moore. 1995. Geotechnical Investigation, Converting Plan Addition, Scott Paper Company Plant, Everett, Washington. January 19.
- Dames & Moore. 1993. Report of Geotechnical Investigation, Power Boiler No. 14 Expansion Project, Everett, Washington. June 20.
- Dames & Moore. 1990. Report of Geotechnical Investigation, Proposed Hydropulper Unit, Storage Tanks and Substation, Everett, Washington. January 13.
- Ecology. Toxics Cleanup, Sites, Kimberly-Clark Worldwide. Washington State Department of Ecology. Accessed March 25, 2021. Available online at:
<https://apps.ecology.wa.gov/gsp/Sitepage.aspx?csid=2569>.
- LAI. 2020. Draft 60% Design Report, Port of Everett Marine Industrial Expansion, Engineering Services, Everett, Washington. Landau Associates, Inc. December 4.
- Moffatt & Nichol. 2014. Saltchuck Everett Property Due Diligence Process, Foss Maritime Shipyard Master Redevelopment Plan, Third Draft. January 23.
- Poulos, H.G., and E.H. Davis. 1974. *Elastic Solutions for Soil and Rock Mechanics*. United States Universities Council on Geotechnical Education and Research.
- Shannon & Wilson, Inc. 2014. Geotechnical Evaluation of Kimberly-Clark Site, Integrated Planning Grant Support Services, Everett, Washington. March 3.
- Smith, M. 1976. *Preliminary Surficial Geologic Map of the Mukilteo and Everett Quadrangles, Snohomish County, Washington*. Washington State Department of Natural Resources.
- WSDOT. 2020. *M41-10: Standard Specifications for Road, Bridge, and Municipal Construction*. 2021 Edition. Washington State Department of Transportation. September 9.

G:\Projects\121\049\050\051\F01 VicinityMap.mxd 3/29/2021



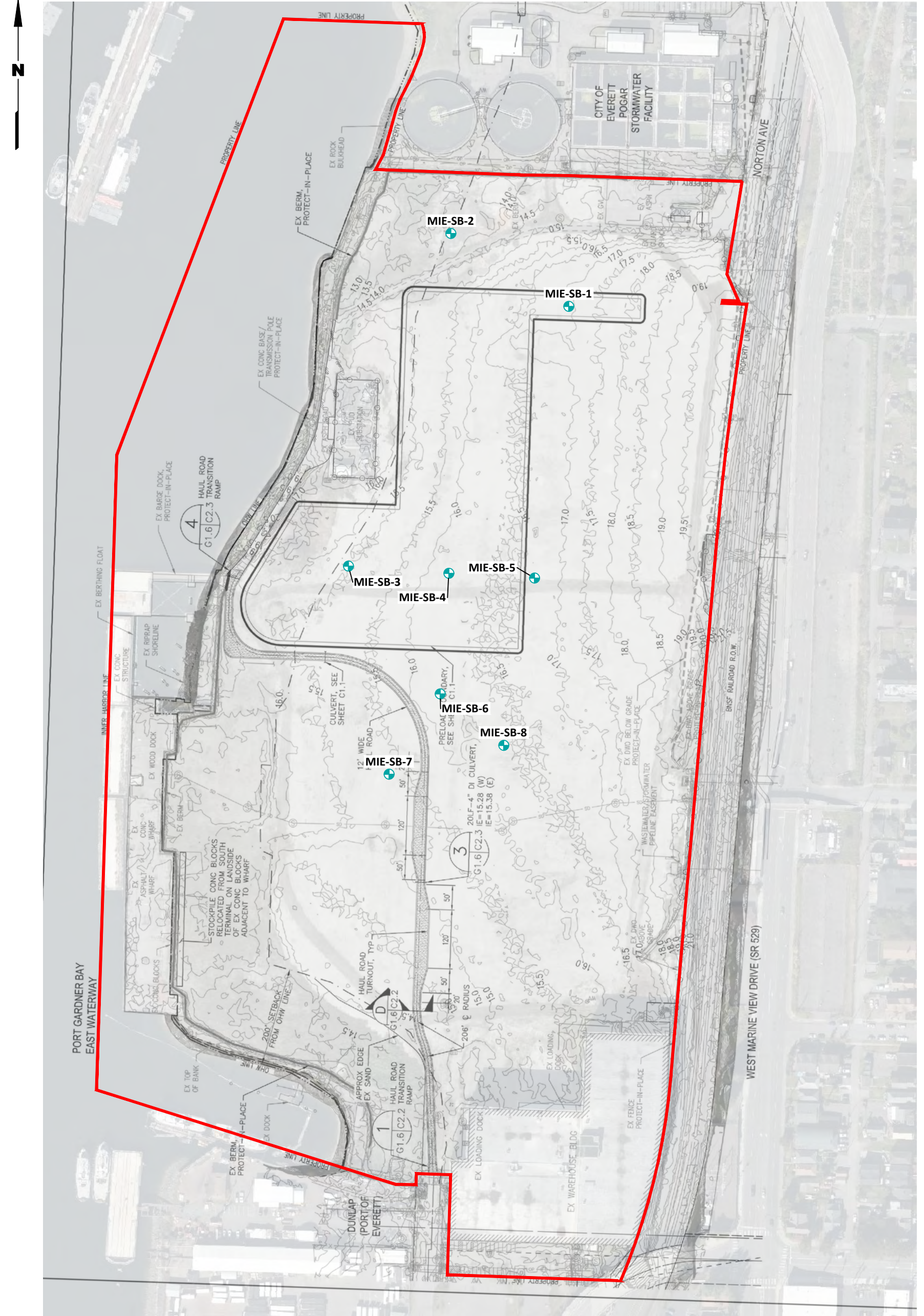
Data Source: Esri 2012

MTCA 3rd Interim Action & Mills
to Maritime at Norton Terminal
Preload Ground Improvement
Everett, Washington

Vicinity Map

Figure
1





Legend

- MIE-SB-1 Approximate Boring Location (Landau Associates 2020)
- Site Boundary
- Elevation Contour

Note

1. Black and white reproduction of this color original may reduce its effectiveness and lead to incorrect interpretation.

Sources: Puget Sound Lidar Consortium; Bing Aerial Imagery 2020; KPFF 2020; Chase T. Main Inc. 1952; Dames and Moore 1995; Aspect Consulting 2014

MTCA 3rd Interim Action & Mills to Maritime at Norton Terminal Preload Ground Improvement Everett, Washington	Site Plan	Figure 2
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Soil Classification System

	MAJOR DIVISIONS	CLEAN GRAVEL (Little or no fines)	GRAPHIC SYMBOL	USCS LETTER SYMBOL ⁽¹⁾	TYPICAL DESCRIPTIONS ⁽²⁾⁽³⁾
COARSE-GRAINED SOIL (More than 50% of material is larger than No. 200 sieve size)	GRAVEL AND GRAVELLY SOIL (More than 50% of coarse fraction retained on No. 4 sieve)	CLEAN GRAVEL (Little or no fines)		GW	Well-graded gravel; gravel/sand mixture(s); little or no fines
		GRAVEL WITH FINES (Appreciable amount of fines)		GP	Poorly graded gravel; gravel/sand mixture(s); little or no fines
	SAND AND SANDY SOIL (More than 50% of coarse fraction passed through No. 4 sieve)	CLEAN SAND (Little or no fines)		GM	Silty gravel; gravel/sand/silt mixture(s)
			GRAVEL WITH FINES (Appreciable amount of fines)		GC
		SAND WITH FINES (Appreciable amount of fines)		SW	Well-graded sand; gravelly sand; little or no fines
				SP	Poorly graded sand; gravelly sand; little or no fines
FINE-GRAINED SOIL (More than 50% of material is smaller than No. 200 sieve size)	SILT AND CLAY (Liquid limit less than 50)		ML	Inorganic silt and very fine sand; rock flour; silty or clayey fine sand or clayey silt with slight plasticity	
			CL	Inorganic clay of low to medium plasticity; gravelly clay; sandy clay; silty clay; lean clay	
			OL	Organic silt; organic, silty clay of low plasticity	
	SILT AND CLAY (Liquid limit greater than 50)		MH	Inorganic silt; micaceous or diatomaceous fine sand	
			CH	Inorganic clay of high plasticity; fat clay	
			OH	Organic clay of medium to high plasticity; organic silt	
	HIGHLY ORGANIC SOIL		PT	Peat; humus; swamp soil with high organic content	

OTHER MATERIALS	GRAPHIC SYMBOL	LETTER SYMBOL	TYPICAL DESCRIPTIONS
PAVEMENT		AC or PC	Asphalt concrete pavement or Portland cement pavement
ROCK		RK	Rock (See Rock Classification)
WOOD		WD	Wood, lumber, wood chips
DEBRIS		DB	Construction debris, garbage

- Notes:
- USCS letter symbols correspond to symbols used by the Unified Soil Classification System and ASTM classification methods. Dual letter symbols (e.g., SP-SM for sand or gravel) indicate soil with an estimated 5-15% fines. Multiple letter symbols (e.g., ML/CL) indicate borderline or multiple soil classifications.
 - Soil descriptions are based on the general approach presented in the Standard Practice for Description and Identification of Soils (Visual-Manual Procedure), outlined in ASTM D 2488. Where laboratory index testing has been conducted, soil classifications are based on the Standard Test Method for Classification of Soils for Engineering Purposes, as outlined in ASTM D 2487.
 - Soil description terminology is based on visual estimates (in the absence of laboratory test data) of the percentages of each soil type and is defined as follows:
 - Primary Constituent: > 50% - "GRAVEL," "SAND," "SILT," "CLAY," etc.
 - Secondary Constituents: > 30% and < 50% - "very gravelly," "very sandy," "very silty," etc.
 - > 15% and < 30% - "gravelly," "sandy," "silty," etc.
 - Additional Constituents: > 5% and < 15% - "with gravel," "with sand," "with silt," etc.
 - < 5% - "with trace gravel," "with trace sand," "with trace silt," etc., or not noted.
 - Soil density or consistency descriptions are based on judgement using a combination of sampler penetration blow counts, drilling or excavating conditions, field tests, and laboratory tests, as appropriate.

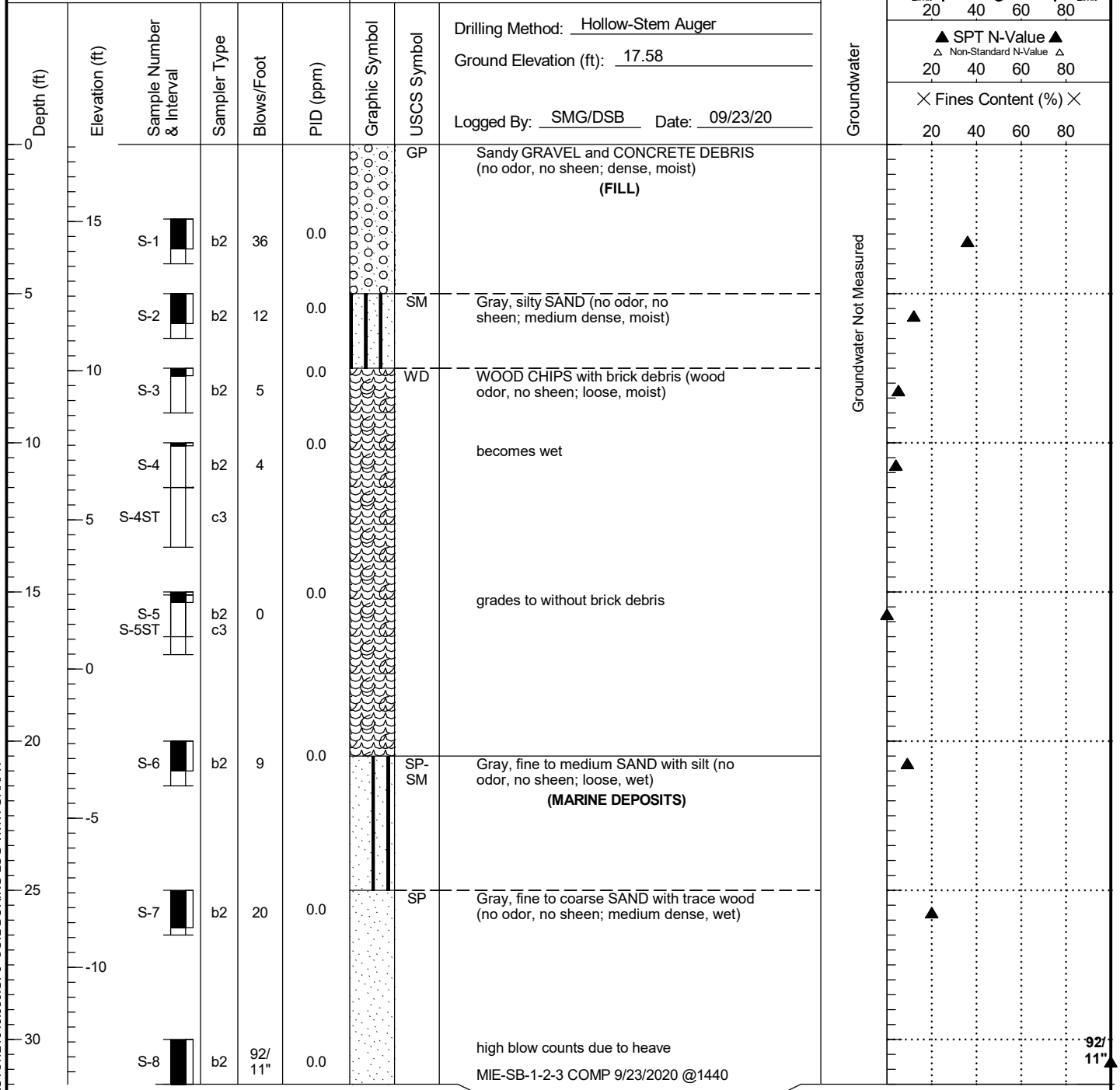
Drilling and Sampling Key		Field and Lab Test Data																																																				
SAMPLER TYPE	SAMPLE NUMBER & INTERVAL																																																					
<table border="0" style="width: 100%;"> <tr> <th style="text-align: left;">Code</th> <th style="text-align: left;">Description</th> </tr> <tr><td>a</td><td>3.25-inch O.D., 2.42-inch I.D. Split Spoon</td></tr> <tr><td>b</td><td>2.00-inch O.D., 1.50-inch I.D. Split Spoon</td></tr> <tr><td>c</td><td>Shelby Tube</td></tr> <tr><td>d</td><td>Grab Sample</td></tr> <tr><td>e</td><td>Single-Tube Core Barrel</td></tr> <tr><td>f</td><td>Double-Tube Core Barrel</td></tr> <tr><td>g</td><td>2.50-inch O.D., 2.00-inch I.D. WSDOT</td></tr> <tr><td>h</td><td>3.00-inch O.D., 2.375-inch I.D. Mod. California</td></tr> <tr><td>i</td><td>Other - See text if applicable</td></tr> <tr><td>1</td><td>300-lb Hammer, 30-inch Drop</td></tr> <tr><td>2</td><td>140-lb Hammer, 30-inch Drop</td></tr> <tr><td>3</td><td>Pushed</td></tr> <tr><td>4</td><td>Vibrocore (Rotasonic/Geoprobe)</td></tr> <tr><td>5</td><td>Other - See text if applicable</td></tr> </table>	Code	Description	a	3.25-inch O.D., 2.42-inch I.D. Split Spoon	b	2.00-inch O.D., 1.50-inch I.D. Split Spoon	c	Shelby Tube	d	Grab Sample	e	Single-Tube Core Barrel	f	Double-Tube Core Barrel	g	2.50-inch O.D., 2.00-inch I.D. WSDOT	h	3.00-inch O.D., 2.375-inch I.D. Mod. California	i	Other - See text if applicable	1	300-lb Hammer, 30-inch Drop	2	140-lb Hammer, 30-inch Drop	3	Pushed	4	Vibrocore (Rotasonic/Geoprobe)	5	Other - See text if applicable		<table border="0" style="width: 100%;"> <tr> <th style="text-align: left;">Code</th> <th style="text-align: left;">Description</th> </tr> <tr><td>PP = 1.0</td><td>Pocket Penetrometer, tsf</td></tr> <tr><td>TV = 0.5</td><td>Torvane, tsf</td></tr> <tr><td>PID = 100</td><td>Photoionization Detector VOC screening, ppm</td></tr> <tr><td>W = 10</td><td>Moisture Content, %</td></tr> <tr><td>D = 120</td><td>Dry Density, pcf</td></tr> <tr><td>-200 = 60</td><td>Material smaller than No. 200 sieve, %</td></tr> <tr><td>GS</td><td>Grain Size - See separate figure for data</td></tr> <tr><td>AL</td><td>Atterberg Limits - See separate figure for data</td></tr> <tr><td>GT</td><td>Other Geotechnical Testing</td></tr> <tr><td>CA</td><td>Chemical Analysis</td></tr> </table>	Code	Description	PP = 1.0	Pocket Penetrometer, tsf	TV = 0.5	Torvane, tsf	PID = 100	Photoionization Detector VOC screening, ppm	W = 10	Moisture Content, %	D = 120	Dry Density, pcf	-200 = 60	Material smaller than No. 200 sieve, %	GS	Grain Size - See separate figure for data	AL	Atterberg Limits - See separate figure for data	GT	Other Geotechnical Testing	CA	Chemical Analysis
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Groundwater																																																						
Approximate water level at time of drilling (ATD)																																																						
Approximate water level at time after drilling/excavation/well																																																						

MIE-SB-1

LAI Project No: 121049.040

SAMPLE DATA

SOIL PROFILE



Boring Completed 09/23/20
Total Depth of Boring = 31.5 ft.

- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
 2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
 3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

121049.04 3/29/21 N:\PROJECTS\121049.050.GPJ SOIL BORING LOG WITH GRAPH



MTCA 3rd Interim Action & Mills to Maritime at Norton Terminal
Preload Ground Improvement
Everett, Washington

Log of Boring MIE-SB-1

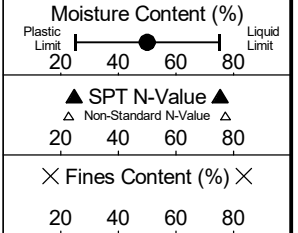
Figure
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MIE-SB-2

LAI Project No: 121049.040

SAMPLE DATA

SOIL PROFILE



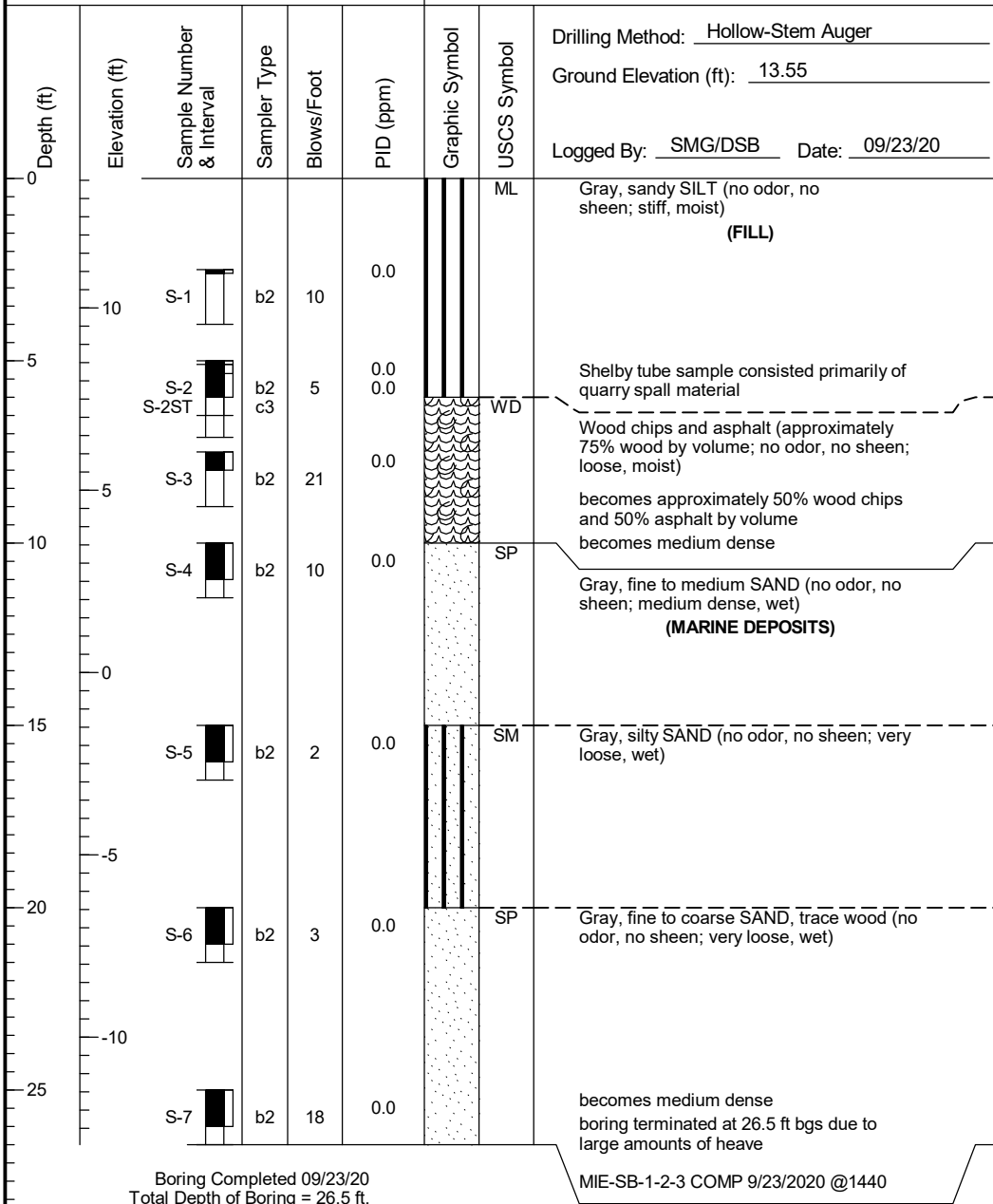
Drilling Method: Hollow-Stem Auger

Ground Elevation (ft): 13.55

Logged By: SMG/DSB Date: 09/23/20

Groundwater

Groundwater Not Measured



Boring Completed 09/23/20
Total Depth of Boring = 26.5 ft.

MIE-SB-1-2-3 COMP 9/23/2020 @1440

- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
 2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
 3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

121049.04 3/29/21 N:\PROJECTS\121049.050.GPJ SOIL BORING LOG WITH GRAPH



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Log of Boring MIE-SB-2

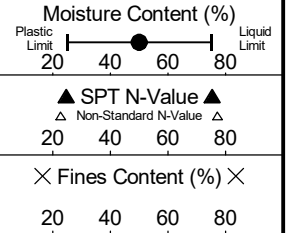
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MIE-SB-3

LAI Project No: 121049.040

SAMPLE DATA

SOIL PROFILE



Drilling Method: Hollow-Stem Auger

Ground Elevation (ft): 17.60

Logged By: SMG/DSB Date: 09/23/20

Groundwater

Groundwater Not Measured

Depth (ft)	Elevation (ft)	Sample Number & Interval	Sampler Type	Blows/Foot	PID (ppm)	Graphic Symbol	USCS Symbol	Description
0	17.60						ML	Gray, sandy SILT with asphalt debris Unknown white material in sample shoe (no odor, no sheen; hard, moist) (FILL) MIE-SB-3-3-4 9/23/2020 @1420 (archived)
15	15.00	S-1	b2	34	0.0			
5	12.50	S-2	b2	47	0.0			color change to gray-black with gravel and unknown white material
10	10.00	S-3	b2	7	0.0			becomes medium stiff with gravel
10	7.50	S-4	b2	2	0.0			grades to very sandy silt with trace gravel becomes very soft, wet
15	5.00							
15	0.00	S-5	b2	5	0.0		SM	Gray, very silty SAND with gravel and trace asphalt debris (no odor, no sheen; loose, wet)
20	-2.50	S-6	b2	52	0.0			grades to silty, gravelly sand becomes very dense
25	-5.00							
25	-7.50	S-7	b2	28	0.0		GM	Gray-black, sandy, silty GRAVEL (no odor, no sheen; medium dense, wet)
30	-10.00							
30	-12.50	S-8	b2	18	0.0		SM	Gray, silty SAND with brick debris (no odor, no sheen; medium dense, wet)

Boring Completed 09/23/20
Total Depth of Boring = 31.5 ft.

MIE-SB-1-2-3 COMP 9/23/2020 @1440

- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
 2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
 3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

121049.04 3/29/21 N:\PROJECTS\121049.050.GPJ SOIL BORING LOG WITH GRAPH



MTCA 3rd Interim Action & Mills
to Maritime at Norton Terminal
Preload Ground Improvement
Everett, Washington

Log of Boring MIE-SB-3

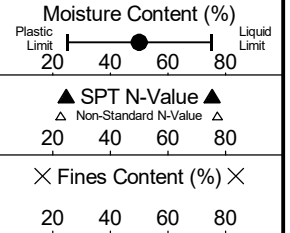
Figure
6

MIE-SB-4

LAI Project No: 121049.040

SAMPLE DATA

SOIL PROFILE



Drilling Method: Hollow-Stem Auger
 Ground Elevation (ft): 14.90
 Logged By: SMG/DSB Date: 09/24/20

Depth (ft)	Elevation (ft)	Sample Number & Interval	Sampler Type	Blows/Foot	PID (ppm)	Graphic Symbol	USCS Symbol	Description
0	14.90						GM	Gray-brown, sandy, silty GRAVEL with concrete debris and wood (no odor, no sheen; dense, moist) (FILL)
5	10	S-1	b2	36	0.0			
10	5	S-2	b2	12	0.0		ML	Gray-black, sandy SILT with gravel, concrete debris, and wood (no odor, no sheen; stiff, moist) drill chatter from 5 to 7 ft becomes medium stiff, wet grades to without concrete debris or wood
15	0	S-3	b2	5	0.0			
20	-5	S-4	b2	5	0.0			Refusal on debris at 12 ft bgs. Moved 5 ft to the west and resumed sampling at 15 ft.
25	-10	S-5	b2	16	0.0		SM	Black, silty SAND with gravel and trace concrete debris (no odor, no sheen; medium dense, wet)
30	-15	S-6	b2	10	0.0			grades to trace gravel and wood
35	-20	S-7	b2	5	0.0			becomes loose
31.5	-16.6	S-8	b2	6	0.0			MIE-SB-4-8 COMP 9/24/2020 @1200

Groundwater

Groundwater Not Measured

Boring Completed 09/24/20
 Total Depth of Boring = 31.5 ft.

- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
 2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
 3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

121049.04 3/29/21 N:\PROJECTS\121049.050.GPJ SOIL BORING LOG WITH GRAPH



MTCA 3rd Interim Action & Mills
 to Maritime at Norton Terminal
 Preload Ground Improvement
 Everett, Washington

Log of Boring MIE-SB-4

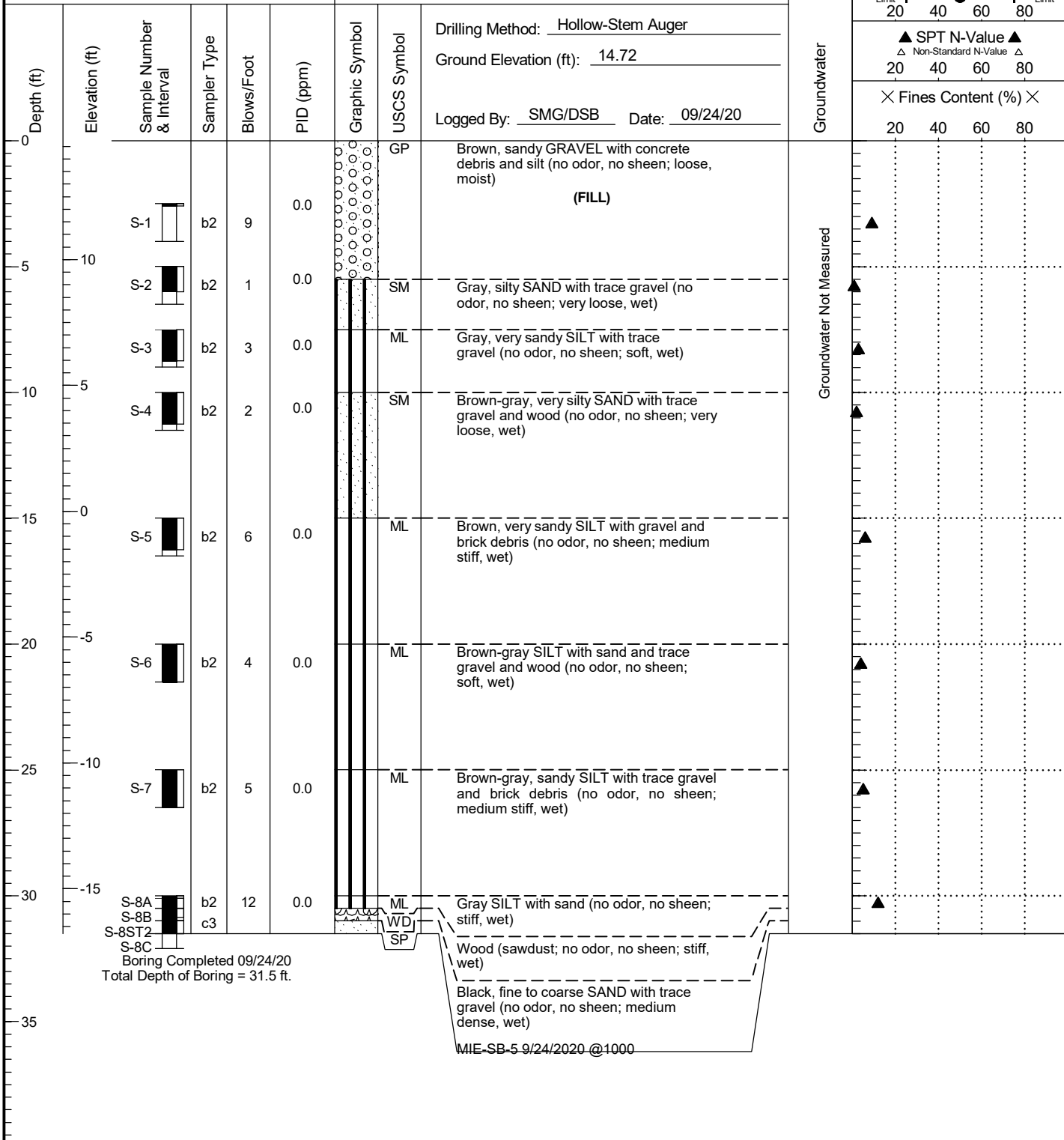
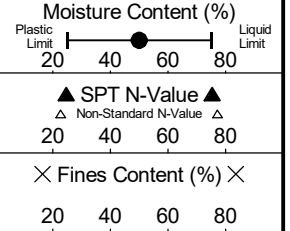
Figure
7

MIE-SB-5

LAI Project No: 121049.040

SAMPLE DATA

SOIL PROFILE



Boring Completed 09/24/20
 Total Depth of Boring = 31.5 ft.

MIE-SB-5 9/24/2020 @1000

- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
 2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
 3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

121049.04 3/29/21 N:\PROJECTS\121049.050.GPJ SOIL BORING LOG WITH GRAPH



MTCA 3rd Interim Action & Mills
 to Maritime at Norton Terminal
 Preload Ground Improvement
 Everett, Washington

Log of Boring MIE-SB-5

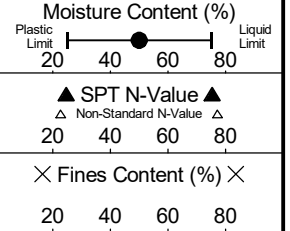
Figure
8

MIE-SB-6

LAI Project No: 121049.040

SAMPLE DATA

SOIL PROFILE



Drilling Method: Hollow-Stem Auger

Ground Elevation (ft): 14.83

Logged By: SMG/DSB Date: 09/23/20

Groundwater

Groundwater Not Measured

Depth (ft)	Elevation (ft)	Sample Number & Interval	Sampler Type	Blows/Foot	PID (ppm)	Graphic Symbol	USCS Symbol	Description
0	14.83					(FILL)	SP	Brown, fine to medium SAND (no odor, no sheen; medium dense, moist) (FILL)
5	10	S-1	b2	15	0.0		SP	
10	5	S-2	b2	12	0.0		SM	Gray, silty SAND with organics (no odor, no sheen; medium dense, moist)
15	0	S-3	b2	11	0.0		SP	Gray-brown, fine to coarse SAND with gravel and organics (no odor, no sheen; medium dense, moist)
20	-5	S-4	b2	8	0.0			becomes loose, wet
25	-10	S-5	b2	8	0.0		PT SP- SM	Thin peat lens (loose, wet) Gray, fine SAND with silt (no odor, no sheen; loose, wet) (MARINE DEPOSITS)
30	-15	S-6	b2	10	0.0		SP	Gray, fine to coarse SAND with gravel and shells (no odor, no sheen; loose, wet)
35	-20	S-7	b2	37	0.0			high blow counts due to heave
31.5	-21.5	S-8	b2	76/11"	0.0			high blow counts due to heave MIE-SB-6 9/23/2020 @1540 Duplicate sample taken: MIE-SB-DUP @1450

Boring Completed 09/23/20
 Total Depth of Boring = 31.5 ft.

- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
 2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
 3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

121049.04 3/29/21 N:\PROJECTS\121049.050.GPJ SOIL BORING LOG WITH GRAPH



MTCA 3rd Interim Action & Mills
 to Maritime at Norton Terminal
 Preload Ground Improvement
 Everett, Washington

Log of Boring MIE-SB-6

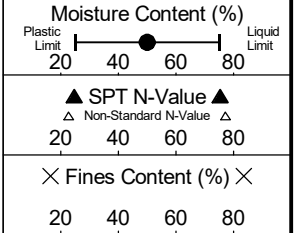
Figure
9

MIE-SB-7

LAI Project No: 121049.040

SAMPLE DATA

SOIL PROFILE



Depth (ft)	Elevation (ft)	Sample Number & Interval	Sampler Type	Blows/Foot	PID (ppm)	Graphic Symbol	USCS Symbol	Soil Description
0								Drilling Method: Hollow-Stem Auger Ground Elevation (ft): 17.33 Logged By: SMG/DSB Date: 09/24/20
15		S-1	b2	17	0.0	(Dotted pattern)	SP	Brown, fine to coarse SAND with trace gravel and silt (no odor, no sheen; medium dense, moist) (FILL)
5		S-2	b2	17	0.0	(Dotted pattern)		with shells
10		S-3	b2	9	0.0	(Vertical lines)	SM	Gray, silty SAND with shells (no odor, no sheen; loose, moist) (MARINE DEPOSITS)
10		S-4	b2	18	0.0	(Dotted pattern)	SP	Gray, fine to coarse SAND with trace gravel 4-inch, sandy silt lens (no odor, no sheen; medium dense, wet)
15		S-5	b2	15	0.0	(Dotted pattern)		4-inch, sandy silt lens
20		S-6	b2	30	0.0	(Dotted pattern)		trace wood 3-inch, silty sand lens high blow counts due to heave
25		S-7	b2	63	0.0	(Dotted pattern)		trace wood high blow counts due to heave
30		S-8	b2	84	0.0	(Dotted pattern)		high blow counts due to heave MIE-SB-7 9/24/2020 @1340

Groundwater

Groundwater Not Measured

Boring Completed 09/24/20
Total Depth of Boring = 31.5 ft.

- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
 2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
 3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

121049.04 3/29/21 N:\PROJECTS\121049.050.GPJ SOIL BORING LOG WITH GRAPH



MTCA 3rd Interim Action & Mills to Maritime at Norton Terminal Preload Ground Improvement Everett, Washington

Log of Boring MIE-SB-7

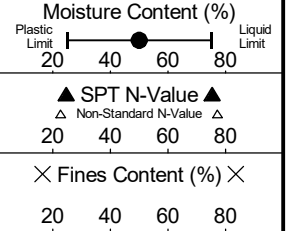
Figure 10

MIE-SB-8

LAI Project No: 121049.040

SAMPLE DATA

SOIL PROFILE



Depth (ft)	Elevation (ft)	Sample Number & Interval	Sampler Type	Blows/Foot	PID (ppm)	Graphic Symbol	USCS Symbol	Soil Description	Groundwater
0							SM	Gray, silty SAND with trace gravel (no odor, no sheen; loose, moist) (FILL)	Groundwater Not Measured
5	10	S-1	b2	8	0.0				
5	10	S-2	b2	7	0.0				
5	10	S-3	b2	5	0.0				
10	5	S-4	b2	4	0.0		SP	Black, fine to coarse SAND with trace gravel (no odor, no sheen; very loose, wet)	
15	0	S-5	b2	10	0.0			becomes loose	
20	-5	S-6	b2	71	0.0		SP	Gray, fine to coarse SAND with gravel and trace silt high blow counts due to heave (no odor, no sheen; medium dense, wet) (MARINE DEPOSITS)	
25	-10	S-7	b2	70/10"	0.0			high blow counts due to heave	
30	-15	S-8	b2	61	0.0			high blow counts due to heave	

Boring Completed 09/24/20
 Total Depth of Boring = 31.5 ft.

- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
 2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
 3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

121049.04 3/29/21 N:\PROJECTS\121049.050.GPJ SOIL BORING LOG WITH GRAPH



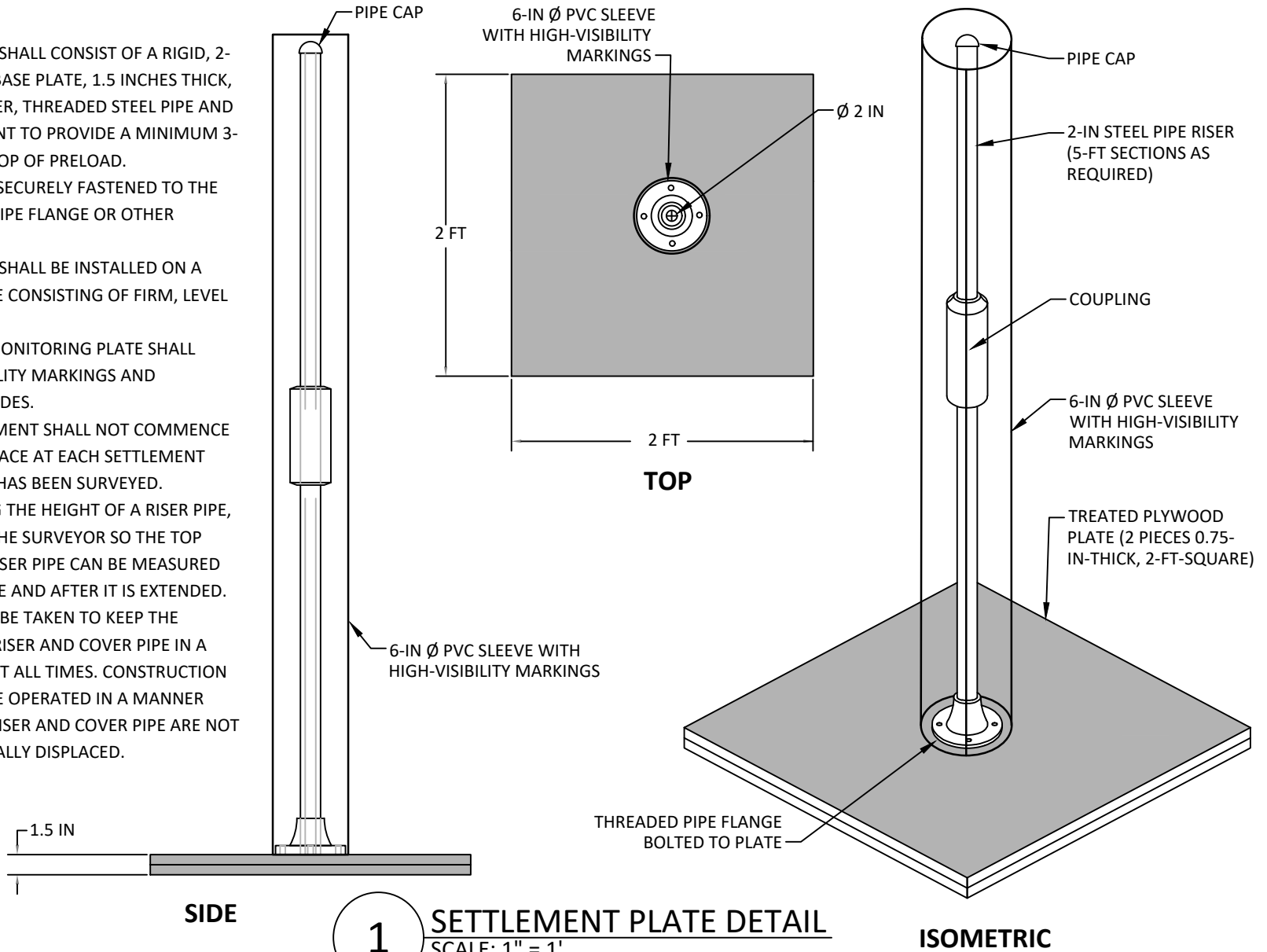
MTCA 3rd Interim Action & Mills
 to Maritime at Norton Terminal
 Preload Ground Improvement
 Everett, Washington

Log of Boring MIE-SB-8

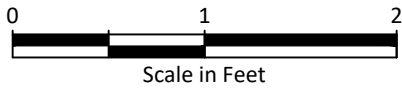
Figure
11

NOTES:

1. SETTLEMENT PLATES SHALL CONSIST OF A RIGID, 2-FT X 2-FT PLYWOOD BASE PLATE, 1.5 INCHES THICK, AND 2-INCH-DIAMETER, THREADED STEEL PIPE AND COUPLINGS SUFFICIENT TO PROVIDE A MINIMUM 3-FT STICK-UP ABOVE TOP OF PRELOAD.
2. STEEL PIPE SHALL BE SECURELY FASTENED TO THE BASE PLATE WITH A PIPE FLANGE OR OTHER SUITABLE METHOD.
3. SETTLEMENT PLATES SHALL BE INSTALLED ON A PREPARED SUBGRADE CONSISTING OF FIRM, LEVEL GROUND.
4. EACH SETTLEMENT MONITORING PLATE SHALL INCLUDE HIGH-VISIBILITY MARKINGS AND PROTECTIVE BARRICADES.
5. PRELOAD FILL PLACEMENT SHALL NOT COMMENCE UNTIL GROUND SURFACE AT EACH SETTLEMENT MONITORING PLATE HAS BEEN SURVEYED.
6. PRIOR TO EXTENDING THE HEIGHT OF A RISER PIPE, COORDINATE WITH THE SURVEYOR SO THE TOP ELEVATION OF THE RISER PIPE CAN BE MEASURED IMMEDIATELY BEFORE AND AFTER IT IS EXTENDED.
7. PRECAUTIONS SHALL BE TAKEN TO KEEP THE ALIGNMENT OF THE RISER AND COVER PIPE IN A VERTICAL POSITION AT ALL TIMES. CONSTRUCTION EQUIPMENT SHALL BE OPERATED IN A MANNER THAT ENSURES THE RISER AND COVER PIPE ARE NOT DAMAGED OR LATERALLY DISPLACED.



1 SETTLEMENT PLATE DETAIL
SCALE: 1" = 1'



MTCA 3rd Interim Action & Mills to Maritime at Norton Terminal
Preload Ground Improvement
Everett, Washington

Settlement Plate Detail

Figure
12

MIE Development 90 Percent Design Drawings



NORTON TERMINAL DEVELOPMENT & MTCA 3RD INTERIM ACTION 90% DESIGN SUBMITTAL

GRANT INFORMATION:

MARAD FYXXXX
BUILD GRANT
XXXXXXXXXXXXXXXXXX

COMMISSIONERS:

TOM STIGER
GLEN BACHMAN
DAVID SIMPSON

PORT STAFF:

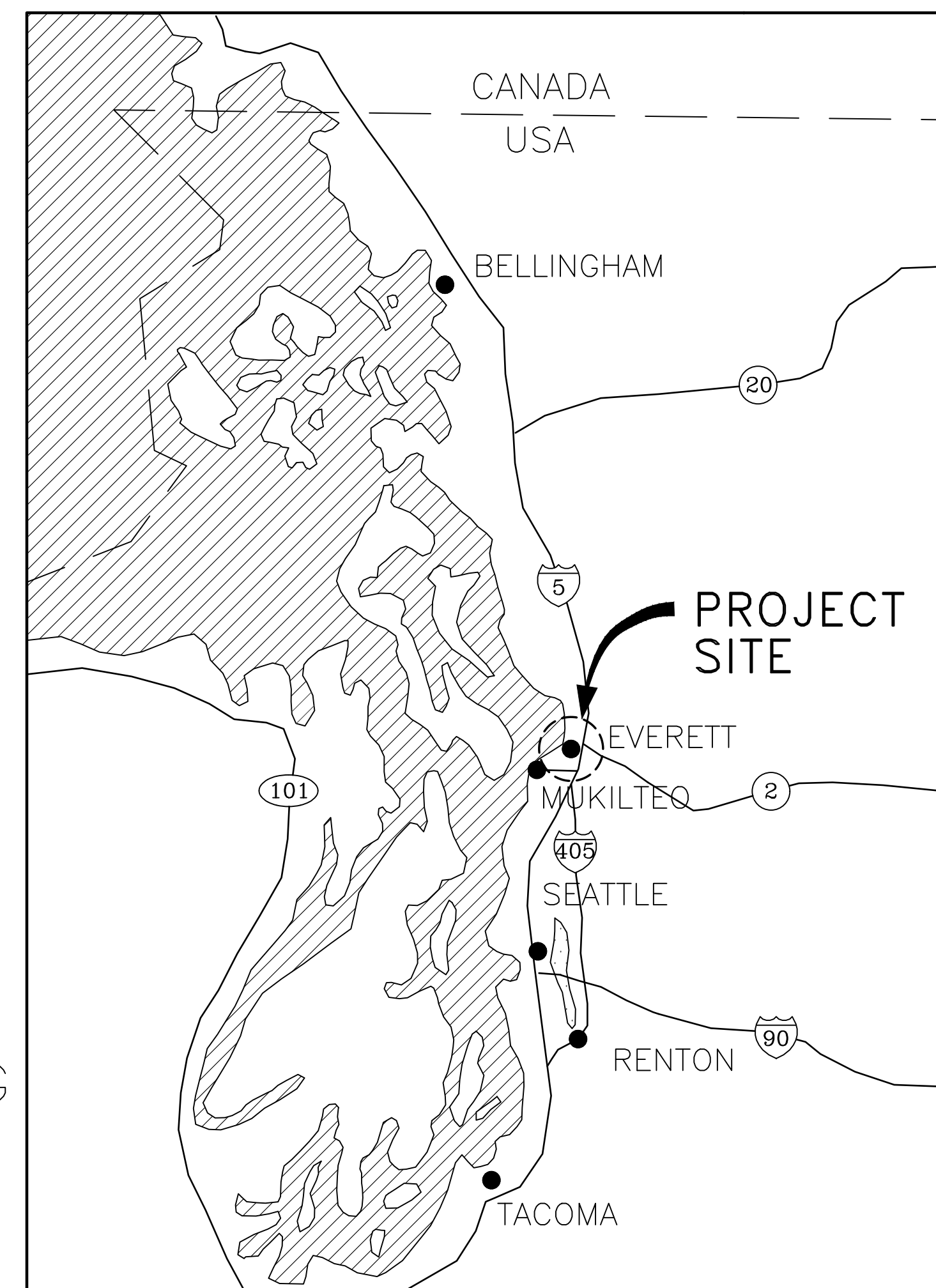
LISA LEFEBER
CARL WOLLEBEK
WALTER SEIDL
JOHN KLEKOTKA, PE, SE
STEPHEN HAGER

CEO/EXECUTIVE DIRECTOR
CHIEF OPERATIONS OFFICER
MARINE TERMINALS DIRECTOR
CHIEF OF ENGINEERING & PLANNING
PROJECT MANAGER

CONSULTING ENGINEERS:

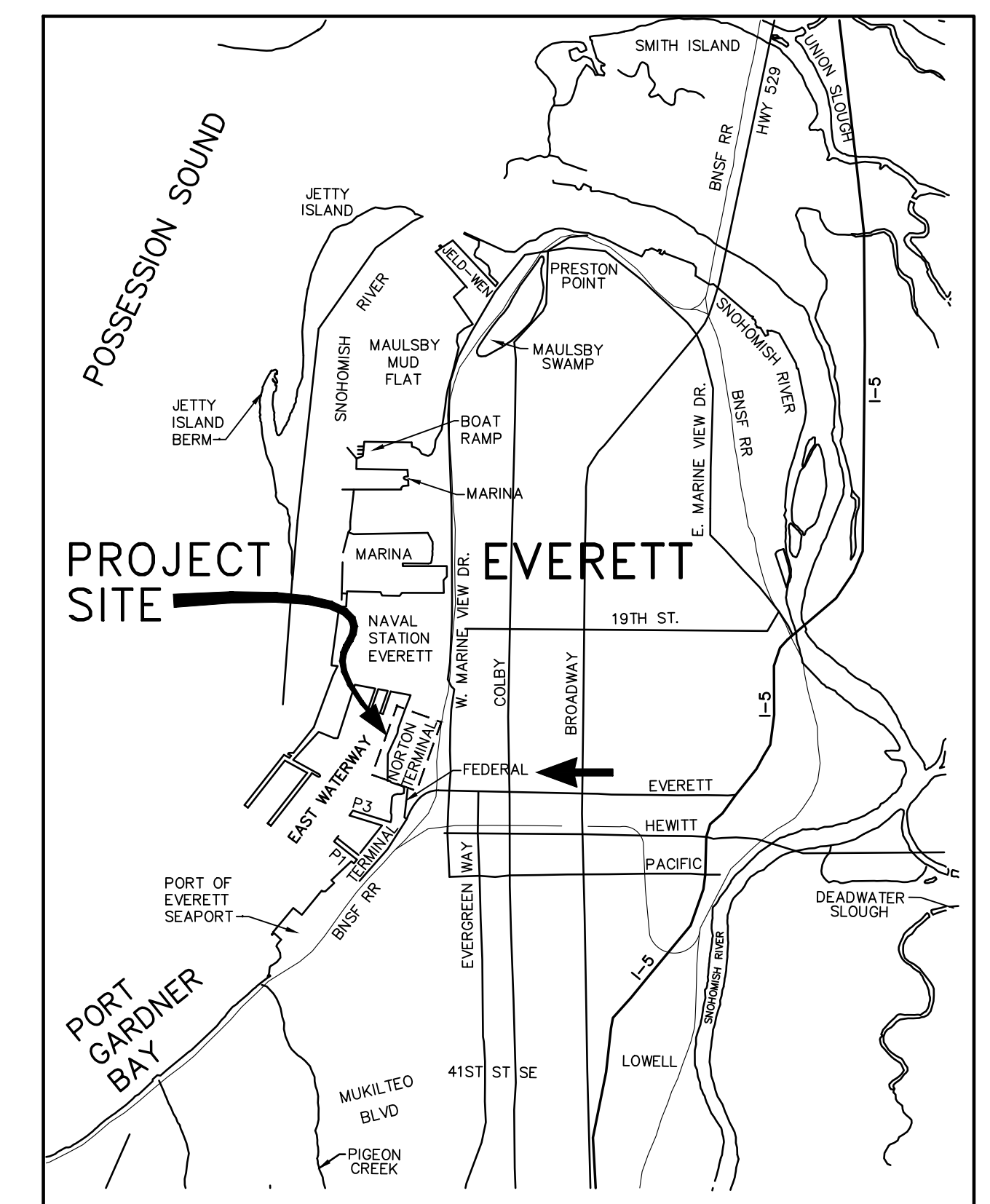
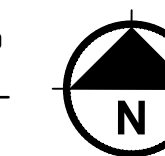
KPFF CONSULTING ENGINEERS
LANDAU ASSOCIATES
ELCON ASSOCIATES

CIVIL/STRUCTURAL
ENVIRONMENTAL/GEOTECHNICAL
ELECTRICAL



LOCATION MAP

SCALE: NTS

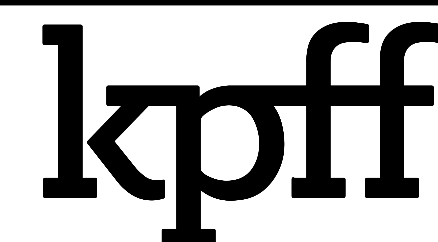


VICINITY MAP

SCALE: NTS



90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
TITLE SHEET AND LOCATION PLAN

DWG. NO.	G1.0
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX

DRAWING INDEX			
SHEET NO.	DWG NO.	REV NO.	DRAWING TITLE
CIVIL			
X	G1.0		TITLE SHEET AND LOCATION PLAN
X	G1.1		SHEET INDEX AND ABBREVIATIONS
X	G1.2		GENERAL NOTES, LEGEND AND UTILITY STRUCTURE LOADING
X	G1.3		EXISTING CONDITION AND DEMOLITION SITE PLAN
X	G1.4		EXISTING CONDITION AND DEMOLITION SITE PLAN
X	G1.5		FORMER BUILDING FOUNDATION PLAN
X	C1.1		TEMPORARY EROSION AND SEDIMENT CONTROL PLAN
X	C1.2		TEMPORARY EROSION AND SEDIMENT CONTROL PLAN
X	C1.3		TEMPORARY EROSION AND SEDIMENT CONTROL SECTIONS
X	C2.1		OVERALL SITE PLAN AND HORIZONTAL CONTROL
X	C2.2		NORTH AND SOUTH GATE DETAIL SITE PLAN
X	C2.3		CONTAINMENT AREA PLAN AND DETAILS
X	C2.4		CONTAINMENT AREA PLAN AND DETAILS
X	C2.5		LOAD RESTRICTION ZONE SITE PLAN
X	C3.1		PAVING OVERALL PLAN
X	C3.2		PAVING SECTIONS
X	C3.3		GRADING OVERALL PLAN
X	C3.4		GRADING DETAIL PLAN
X	C3.5		GRADING DETAIL PLAN
X	C3.6		GRADING DETAIL PLAN
X	C3.7		GRADING DETAIL PLAN
X	C3.8		GRADING DETAIL PLAN
X	C3.9		GRADING DETAIL PLAN
X	C3.10		GRADING DETAIL PLAN
X	C3.11		SITE SECTIONS
X	C3.12		SITE SECTIONS
X	C3.13		SITE SECTIONS
X	C3.14		SITE SECTIONS
X	C4.1		STORMWATER OVERALL PLAN
X	C4.2		STORMWATER DETAIL PLAN
X	C4.3		STORMWATER DETAIL PLAN
X	C4.4		STORMWATER DETAIL PLAN
X	C4.5		STORMWATER DETAIL PLAN
X	C4.6		STORMWATER DETAIL PLAN
X	C4.7		STORMWATER DETAIL PLAN
X	C4.8		STORMWATER DETAIL PLAN
X	C4.9		STORMWATER DETAIL PLAN OUTFALL M
X	C4.10		STORMWATER PROFILES
X	C4.11		ENLARGED PLAN STORMWATER TREATMENT SYSTEM
X	C4.12		STORMWATER DETAILS CESF TREATMENT FLOW DIAGRAM
X	C4.13		STORMWATER DETAILS
X	C4.14		STORMWATER DETAILS
X	C4.15		STORMWATER DETAILS
X	C4.16		STORMWATER DETAILS
X	C5.1		WATER AND SEWER PLAN
X	C5.2		WATER AND SEWER PLAN
X	C5.3		ENLARGED WATER AND SEWER ENLARGED PLANS

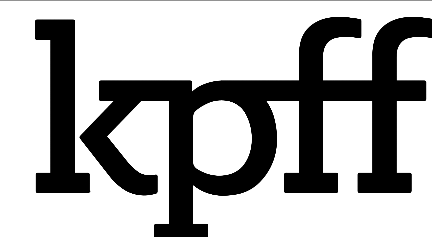
DRAWING INDEX			
SHEET NO.	DWG NO.	REV NO.	DRAWING TITLE
CIVIL			
X	C5.10		WATER PROFILE (SHEET 1 OF 7)
X	C5.11		WATER PROFILE (SHEET 2 OF 7)
X	C5.12		WATER PROFILE (SHEET 3 OF 7)
X	C5.13		WATER PROFILE (SHEET 4 OF 7)
X	C5.14		WATER PROFILE (SHEET 5 OF 7)
X	C5.15		WATER PROFILE (SHEET 6 OF 7)
X	C5.16		WATER PROFILE (SHEET 7 OF 7)
X	C5.20		WATER DETAILS
X	C5.21		SEWER DETAILS
X	C6.1		SECURITY FENCE OVERALL SITE PLAN
X	C6.2		SECURITY FENCE DETAIL SITE PLAN
X	C6.3		SECURITY FENCE DETAIL SITE PLAN
X	C6.4		BOLLARD AND FENCING DETAILS
X	C6.5		FENCE DETAILS
X	C6.6		FENCE DETAILS
X	C7.1		CASING PIPE SECTIONS AND DETAILS
STRUCTURAL			
X	S1.1		HIGH MAST LIGHT FOUNDATION DETAILS 1 OF 2
X	S1.2		HIGH MAST LIGHT FOUNDATION DETAILS 2 OF 2
ELECTRICAL			
X	E1.0		LEGEND AND ABBREVIATIONS
X	E1.1		OVERALL SITE PLAN
X	E1.2		ELECTRICAL SITE PLAN (1 OF 2)
X	E1.3		ELECTRICAL SITE PLAN (2 OF 2)
X	E4.1		ENLARGED ELECTRICAL PLAN – MIDDLE OF YARD
X	E4.2		ENLARGED ELECTRICAL PLAN – MIDDLE OF YARD GROUNDING
X	E4.3		ENLARGED ELECTRICAL PLAN – SOUTH GATE
X	E4.4		ENLARGED ELECTRICAL PLAN – WATERFRONT/BARGE RAMP
X	E5.1		ELECTRICAL DETAILS
X	E5.2		ELECTRICAL DETAILS
X	E6.1		ONE–LINE DIAGRAM

ABBREVIATIONS

A/C, ASPH	ASPHALT CONCRETE	LS	LANDSIDE
ACP	ASPHALT CONCRETE PAVEMENT	MAT'LS	MATERIALS
AL	ALUMINUM	MH	MANHOLE
ALTA	AMERICAN LAND TITLE ASSOCIATION	MHHW	MEAN HIGHER HIGH WATER
APPROX	APPROXIMATE	MHW	MEAN HIGH WATER
BGS	BELOW GROUND SURFACE	MIN	MINIMUM
BLDG	BUILDING	MLLW	MEAN LOWER LOW WATER
BMP	BEST MANAGEMENT PRACTICE	MLW	MEAN LOW WATER
BOT	BOTTOM	MSRC	MARINE SPILL RESPONSE CORPORATION
BP	BURIED POWER	NT	NORTON TERMINAL
B/W	BETWEEN	NTS	NOT TO SCALE
CAP	CAPACITY	OC	ON CENTER
CB	CATCH BASIN	OHW	ORDINARY HIGH WATER
CEM	CEMENT	OPP	OPPOSITE
CESF	CHITOSAN ENHANCED SAND FILTER	OWS	OIL/WATER SEPARATOR
CI	CAST IRON	P	POWER
CL	CENTERLINE	PDA	PILE DRIVING ANALYSER
CLF	CHAIN LINK FENCE	PP	POWER POLE
CLR	CLEARANCE	PRV	PRESSURE REDUCING VALVE
CMP	CORRUGATED METAL PIPE	PSI	POUNDS PER SQUARE INCH
CO	CLEANOUT	PVC	POLYVINYL CHLORIDE
CONC	CONCRETE	PVMT	PAVEMENT
CONN	CONNECTION	REF	REFERENCE DIMENSION
CONT	CONTINUOUS	REPL	REPLACE
CONT'D	CONTINUED	REQ'D	REQUIRED
COE	CITY OF EVERETT	REV	REVISION
CP	CONCRETE PIPE	RD	ROAD
CRB	CRUSHED ROCK BASE	R.O.W.	RIGHT-OF-WAY
CSBC	CRUSHED SURFACING BASE COURSE	RPBA	REDUCED PRESSURE BACKFLOW ASSEMBLY
CSO	COMBINED SEWER OVERFLOW	RW	RETAINING WALL
CTR	CENTER	SCH	SCHEDULE
DEA	DAVID EVANS & ASSOCIATES	SD	STORM DRAIN
DEMO	DEMOLITION	SDFM	STORM DRAIN FORCE MAIN
DI	DUCTILE IRON	SDMH	STORM DRAIN MANHOLE
DIA, DIAM	DIAMETER	SF	STORM FILTER
DS	DOWNSPOUT	SIM	SIMILAR
DWG	DRAWING	SNO PUD	SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT
DWO	DEEP WATER OUTFALL	SS	SANITARY SEWER, STAINLESS STEEL
ECD	ELECTRICAL CONDUIT	SSFM	SANITARY SEWER FORCE MAIN
ED	ELECTRICAL DUCTBANK	SSMH	SANITARY SEWER MANHOLE
EF	EACH FACE	SSS	SIDE SANITARY SEWER
EG	EXISTING GRADE	ST	STREET
EHW	EXTREME HIGH WATER	STD	STANDARD
EL, ELEV	ELEVATION	SYMM	SYMMETRIC
ELW	EXTREME LOW WATER	T	TELECOMMUNICATION UTILITY
EM	ELECTRICAL METER	T&B	TOP AND BOTTOM
EOP	EDGE OF PAVEMENT	TB	THRUST BLOCK
EV	ELECTRICAL VAULT	TD	TRENCH DRAIN
EX, EXIST	EXISTING	TYP	TYPICAL
FDN	FOUNDATION	U	UNKNOWN UTILITY
FH	FIRE HYDRANT	UGP	UNDERGROUND POWER
FL	FLOW LINE	UNC	UNIFIED NATIONAL COARSE
FO	FIBER OPTIC	UNO	UNLESS NOTED OTHERWISE
FT	FEET	VEG	VEGETATION
G	GAS	VERT	VERTICAL
GALV	GALVANIZED	VIF	VERIFY IN FIELD
GLO	GOVERNMENT LAND OFFICE	W	WATER
GS	GROUND SURFACE	WHS	WELDED HEADED STUD
GV	GATE VALVE	W/	WITH
GVL	GRAVEL	W/O	WITHOUT
HAZMAT	HAZARDOUS MATERIALS	WABO	WASHINGTON ASSOCIATION OF BUILDING OFFICIALS
HDPE	HIGH DENSITY POLYETHYLENE	WM	WATER MAIN
HMA	HOT MIX ASPHALT	WS	WATERSIDE
HORIZ	HORIZONTAL		
IE	INVERT ELEVATION		
K-C	KIMBERLY-CLARK		
KLF	KIPS PER LINEAL FOOT		
LF	LINEAR FEET		
LOC	LOCATION		

90% SUBMITTAL

IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
SHEET INDEX AND ABBREVIATIONS

DWG. NO.	G1.1
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX

GENERAL NOTES:

- ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS AND THE CURRENT VERSION OF THE CITY OF EVERETT STANDARDS.
- CONTRACTOR SHALL VERIFY ALL LEVELS, DIMENSIONS, AND EXISTING CONDITIONS IN THE FIELD BEFORE PROCEEDING. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR FIELD CHANGES PRIOR TO INSTALLATION OR FABRICATION. IN CASE OF DISCREPANCIES BETWEEN THE EXISTING CONDITIONS AND THE PLANS, THE CONTRACTOR SHALL OBTAIN DIRECTION FROM THE ENGINEER BEFORE PROCEEDING. DIMENSIONS AND CALLOUTS NOTED AS PLUS OR MINUS (±) OR (REF) INDICATE UNVERIFIED DIMENSIONS AND ARE APPROXIMATE. NOTIFY THE ENGINEER IMMEDIATELY OF CONFLICTS OR EXCESSIVE VARIATIONS FROM AS INDICATED. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS – DO NOT SCALE THE PLANS.
- ALL LOCATIONS OF EXISTING STRUCTURES AND UTILITIES SHOWN HEREIN HAVE BEEN OBTAINED FROM AVAILABLE RECORDS AND SHOULD, THEREFORE, BE CONSIDERED APPROXIMATE ONLY AND NOT NECESSARILY COMPLETE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INDEPENDENTLY VERIFY THE ACCURACY OF ALL UTILITY LOCATIONS SHOWN AND TO FURTHER DISCOVER AND AVOID OTHER UTILITIES NOT SHOWN HEREIN WHICH MAY BE AFFECTED BY THE IMPLEMENTATION OF THIS PLAN. THE CONTRACTOR SHALL POTHOLE OR OTHERWISE CONFIRM EXISTING CONDITIONS, SPECIFICALLY PIPE SIZES PRIOR TO CONSTRUCTION, AND BRING ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND NEW WORK TO THE ENGINEER'S ATTENTION.
- THE EXISTING NORTON TERMINAL SITE UTILITIES HAVE UNDERGONE NUMEROUS REPAIR AND UPGRADE PROJECTS SINCE THE TIME OF THE ORIGINAL CONSTRUCTION. THESE REPAIRS MAY NOT ALL BE REFLECTED IN THESE CONTRACT DOCUMENTS. REFERENCE DRAWINGS FOR THESE CONTRACTS ARE AVAILABLE FROM THE PORT OF EVERETT.
- A COPY OF THE PLANS SHALL BE ON-SITE WHENEVER CONSTRUCTION IS IN PROGRESS. THROUGHOUT THE PROGRESS OF THE WORK OF THIS CONTRACT, THE CONTRACTOR SHALL MAINTAIN AN ACCURATE RECORD OF ALL CHANGES IN THE CONTRACT DOCUMENTS. UPON THE COMPLETION OF THIS CONTRACT, THE CONTRACTOR SHALL PROVIDE ONE COMPLETE SET OF CONTRACTOR REDLINE AS-BUILT TO THE PORT OF EVERETT.
- THE CONTRACTOR SHALL LOCATE ALL UTILITIES WITHIN THE PROJECT SITE PRIOR TO WORK. CONTRACTOR SHALL CONTACT 811 "CALL BEFORE YOU DIG" AND AN INDEPENDENT LOCATING SERVICE TO LOCATE ALL UTILITIES AT LEAST 48 HOURS PRIOR TO WORK.
- THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS OF EXISTING STRUCTURES AND OTHER FEATURES THAT MAY IMPACT THE WORK. CONTRACTOR SHALL BRING ANY CONFLICTS TO THE ENGINEER'S ATTENTION PRIOR TO BEGINNING AFFECTED WORK.
- ANY DAMAGE TO EXISTING UTILITIES, OTHER FACILITIES OR EQUIPMENT DUE TO THE CONTRACTOR'S NEGLIGENCE, EXCEPT FOR ITEMS DESIGNATED FOR DEMOLITION, SHALL BE PROMPTLY REPAIRED BY THE CONTRACTOR AT HIS EXPENSE. THIS INCLUDES ITEMS OUTSIDE THE WORK AREA AND WITHIN THE PORT OF EVERETT PROPERTY THAT ARE DAMAGED BY CONSTRUCTION ACTIVITIES DURING EXECUTION OF THIS CONTRACT.
- PRIOR TO LAYING PIPE, THE CONTRACTOR SHALL EXPOSE EXISTING WATER, STORM WATER AND SEWER PIPING AT CONNECTION POINTS TO VERIFY THAT FIELD CONDITIONS MATCH INFORMATION SHOWN ON THE PLANS, SPECIFICALLY THE LOCATION, ELEVATION, DIAMETER, AND MATERIAL OF EXISTING PIPE. CONTRACTOR SHALL CONTACT THE ENGINEER IF DISCREPANCIES ARE DISCOVERED.
- ALL ACTIVATION AND DEACTIVATION OF UTILITIES SHALL BE COORDINATED WITH THE UTILITY AND THE ENGINEER IN ADVANCE. PROVIDE A MINIMUM OF 3 DAYS ADVANCE WRITTEN NOTICE TO THE UTILITY AND ENGINEER.
- SHORING AND EXCAVATION SHALL BE IN ACCORDANCE WITH STATE AND FEDERAL REQUIREMENTS. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- THE CONTRACTOR SHALL KEEP ALL STREETS AND VEHICULAR TRAFFIC AREAS USED FOR THIS WORK CLEAN AT ALL TIMES, SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- CONTRACTOR IS RESPONSIBLE FOR ANY TRAFFIC CONTROLS REQUIRED DURING THE DURATION OF THIS PROJECT, PER CONTRACTOR'S OPERATION. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- CONTRACTOR SHALL BE AWARE OF FACILITY OPERATION REQUIREMENTS AND SHALL COORDINATE ACCESS TO THE SITE WITH THE ENGINEER. CONTRACTOR SHALL MAINTAIN TENANT ACCESS AT ALL TIMES AND SHALL NOT RESTRICT TENANT OPERATIONS WITHOUT APPROVAL OF THE ENGINEER.
- THE CONTRACTOR SHALL PLACE CONSTRUCTION DEBRIS CONTROL DEVICES, BOOMS, TARPULINS AND OTHER DEVICES AS NECESSARY TO PREVENT DEBRIS FROM ENTERING THE WATER, AND AIR BORNE MATERIALS FROM LEAVING THE IMMEDIATE VICINITY OF THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP OF ANY MATERIALS DEPOSITED OUTSIDE THE WORK AREA.
- MAINTAIN UTILITY SERVICE TO EXISTING BUILDINGS, UTILITIES AND FIRE HYDRANTS DURING CONSTRUCTION UNLESS NOTED OTHERWISE OR APPROVED BY THE ENGINEER. INSTALL NEW UTILITY LINES TO POINTS OF CONNECTION TO EXISTING UTILITY LINE PRIOR TO DEMOLITION OF THE EXISTING LINES, UNLESS NOTED OTHERWISE. WATER SERVICE SHUTDOWNS WILL BE LIMITED TO 2 HOURS FOR EACH UTILITY CROSSOVER AND SHALL BE COORDINATED WITH THE ENGINEER. POWER AND COMMUNICATION SHUTDOWNS SHALL BE LIMITED AND SHALL BE COORDINATED WITH THE ENGINEER. SEE SPECIFICATIONS FOR FURTHER SHUTDOWN REQUIREMENTS.
- CONTRACTOR-INITIATED CHANGES SHALL BE SUBMITTED IN WRITING TO THE PORT FOR APPROVAL PRIOR TO FABRICATION OR CONSTRUCTION. CHANGES SHOWN ON SHOP DRAWINGS ONLY WILL NOT SATISFY THIS REQUIREMENT.
- THE CONTRACTOR SHALL TAKE NECESSARY MEASURES TO PREVENT INTERRUPTION OF OPERATIONS AND PROTECT ALL EXISTING SURFACES/STRUCTURES TO REMAIN AT THE FACILITY DURING CONSTRUCTION. DETAILS SHALL BE PRESENTED IN THE CONTRACTOR'S WORK PLAN.
- PROJECT NORTH AS INDICATED ON THESE DRAWINGS IS FOR CONVERSATIONAL GENERAL DIRECTIONAL REFERENCE. BEARINGS NOTES ON DRAWINGS ARE RELATIVE TO TRUE NORTH.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ERECTION STABILITY AND TEMPORARY SUPPORT AS NECESSARY. DETAILED CONSTRUCTION PLANS SHALL BE PREPARED BY THE CONTRACTOR AND APPROVED BY THE PORT PRIOR TO MOBILIZATION.
- NORTON TERMINAL IS A SECURE PORT FACILITY. ALL PERSONNEL ACCESSING THE FACILITY SHALL HAVE CURRENT TWIC CARDS AND/OR ESCORT. SEE SPECIFICATIONS FOR ADDITIONAL SPECIAL ACCESS AND WORK ZONE REQUIREMENTS.
- NORTON TERMINAL IS ON THE WASHINGTON STATE DEPARTMENT OF ECOLOGY LIST OF CONTAMINATED SITES AND IS CURRENTLY IN THE MTCA CLEANUP PROCESS. REFER TO THE SOIL AND GROUNDWATER MANAGEMENT PLAN IN APPENDIX B OF THE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- SEE DRAWING G3.1 FOR SURVEY CONTROL AND DATUM INFORMATION.
- SEE ALSO STRUCTURAL GENERAL NOTES ON SHEETS S1.1-S1.3.

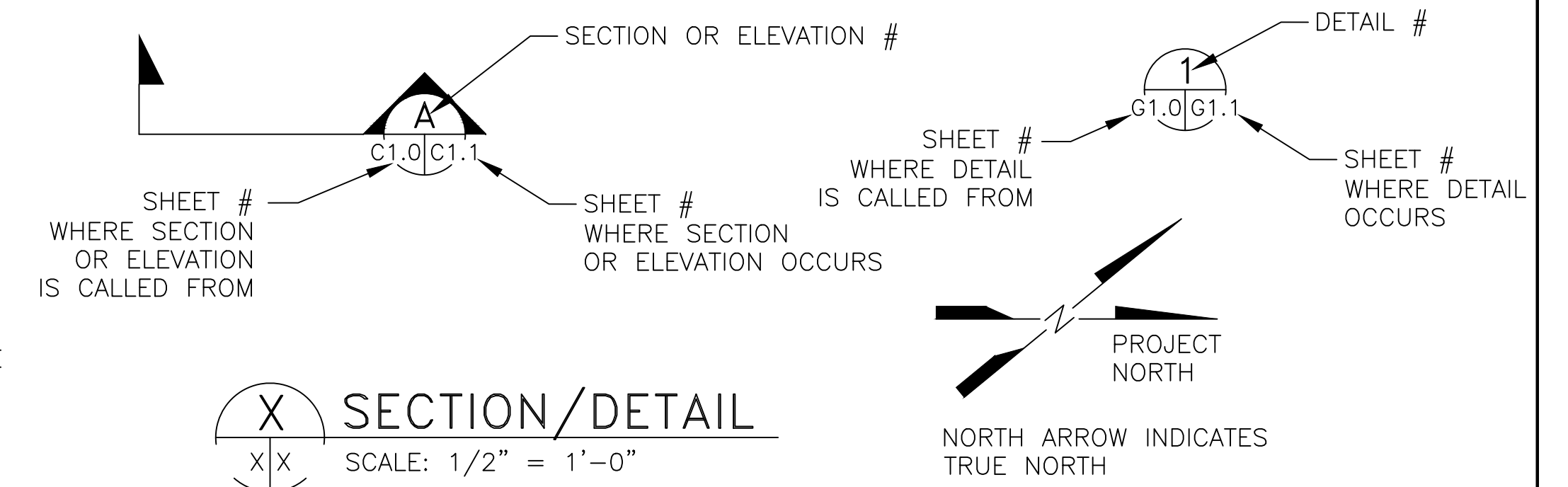
LEGEND:

	BORE HOLE		EXISTING CONTOUR
	MONUMENT WELL		EXISTING CHAINLINK FENCE
	WATER VALVE		EXISTING OVERHEAD WIRE LINE
	WATER SPIGOT		EXISTING SANITARY SEWER LINE
	SANITARY SEWER MANHOLE		EXISTING UNDERGROUND POWER LINE
	STORM DRAIN MANHOLE		EXISTING WATER LINE
	TELEPHONE RISER		EXISTING FIBER OPTIC
	GUY ANCHOR		EXISTING STORM DRAIN
	ELECTRIC METER		BURIED POWER LINE
	LUMINARE		TELEPHONE LINE
	EX PIPE SLOPE		WATER LINE
	PROPOSED PIPE SLOPE DIRECTION		PROPERTY LINE
	EX GRADE SLOPE DIRECTION		LEASE LIMIT
	PROPOSED GRADE SLOPE DIRECTION		EASEMENT
	FIRE HYDRANT		WATER
	LIGHT POLE		SEWER
			STORMWATER
			TRENCH DRAIN
			FENCE
			PROPOSED CONTOUR

UNDERGROUND UTILITY STRUCTURES DESIGN LOADING CRITERIA

- ALL UNDERGROUND AND AT GRADE STRUCTURES INCLUDING MANHOLES, CATCH BASINS, HAND HOLES, VAULTS, CLEANOUTS AND OTHER STRUCTURES, INCLUDING ALL RINGS, COVERS, HATCHES, GRATES AND OTHER FEATURES WHICH MAY APPLY, SHALL BE CONTRACTOR DESIGNED. ALL VAULTS EXCEPT FOR VAULTS PUDPV1, PUDPV2 AND PDV1 SHALL BE CONTRACTOR DESIGNED TO WITHSTAND LOADING CRITERIA FOR THE TAYLOR "BIG RED" THDC-976 CONTAINER HANDLER SHOWN ON SHEET S1.3. VAULTS PUDPV1, PUDPV2 AND PDV1 SHALL BE CONTRACTOR DESIGNED TO WITHSTAND LOADING CRITERIA FOR THE AASHTO HS 25 TRUCK SHOWN ON SHEET S1.3.
- LID CASTING AND FRAME SHALL BE 200 KIP PROOF TEST LOAD RATED PER AASHTO M306.
- CONTRACTOR SHALL SUBMIT STAMPED AND SIGNED SHOP DRAWINGS AND CALCULATIONS COMPLETED BY A WASHINGTON STATE REGISTERED STRUCTURAL ENGINEER FOR APPROVAL BY THE ENGINEER PRIOR TO FABRICATION OF ALL UNDERGROUND UTILITY STRUCTURES. SHOP DRAWINGS AND CALCULATIONS PROVIDED BY THE CONTRACTOR SHALL ADDRESS BUOYANCY AND SOIL BEARING PRESSURE.
- STANDARD PLAN REFERENCES AND MANUFACTURER MODEL NUMBERS FOR UNDERGROUND UTILITY STRUCTURES ARE INTENDED TO PROVIDE INTERIOR GEOMETRY AND INTENT ONLY. THE CONTRACTOR SHALL INCREASE REQUIRED REINFORCING AND WALL THICKNESS, AND CHANGE ACCESS GRATE AND COVER AS REQUIRED TO ACCOMMODATE LOADING CRITERIA REQUIREMENTS.
- REFER TO THE GEOTECHNICAL ENGINEERING DESIGN STUDY DATED DECEMBER 6, 2017 PREPARED BY HART CROWSER FOR SOIL DESIGN CRITERIA.
- DEAD LOAD SHALL BE APPLIED TO ALL STRUCTURES, WHICH INCLUDES THE WEIGHT OF THE CONSTRUCTION MATERIALS AND THE SOIL.
- LIVE LOADS SHALL BE APPLIED TO ALL STRUCTURES TO ACT SIMULTANEOUSLY AND IN COMBINATION WITH DEAD LOADS, SOIL LOADS AND HYDROSTATIC PRESSURE.
- MEASURED DEPTH TO GROUNDWATER IN THE UPLAND AREAS OF THE SOUTH TERMINAL WHARF RANGES 6.5 TO 11.5 FEET BELOW GROUND SURFACE (BGS ELEVATION APPROXIMATELY +11' TO +6' MLLW DATUM). DEWATERING MAY BE REQUIRED FOR INSTALLATION OF UTILITY LINES AND STRUCTURES DEPENDING UPON LOCATION, TIME OF YEAR AND TIDE ELEVATION. SEE SPECIFICATIONS AND SOIL AND GROUNDWATER MANAGEMENT PLAN FOR ADDITIONAL GROUNDWATER INFORMATION.

REFERENCE SYMBOL:



VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



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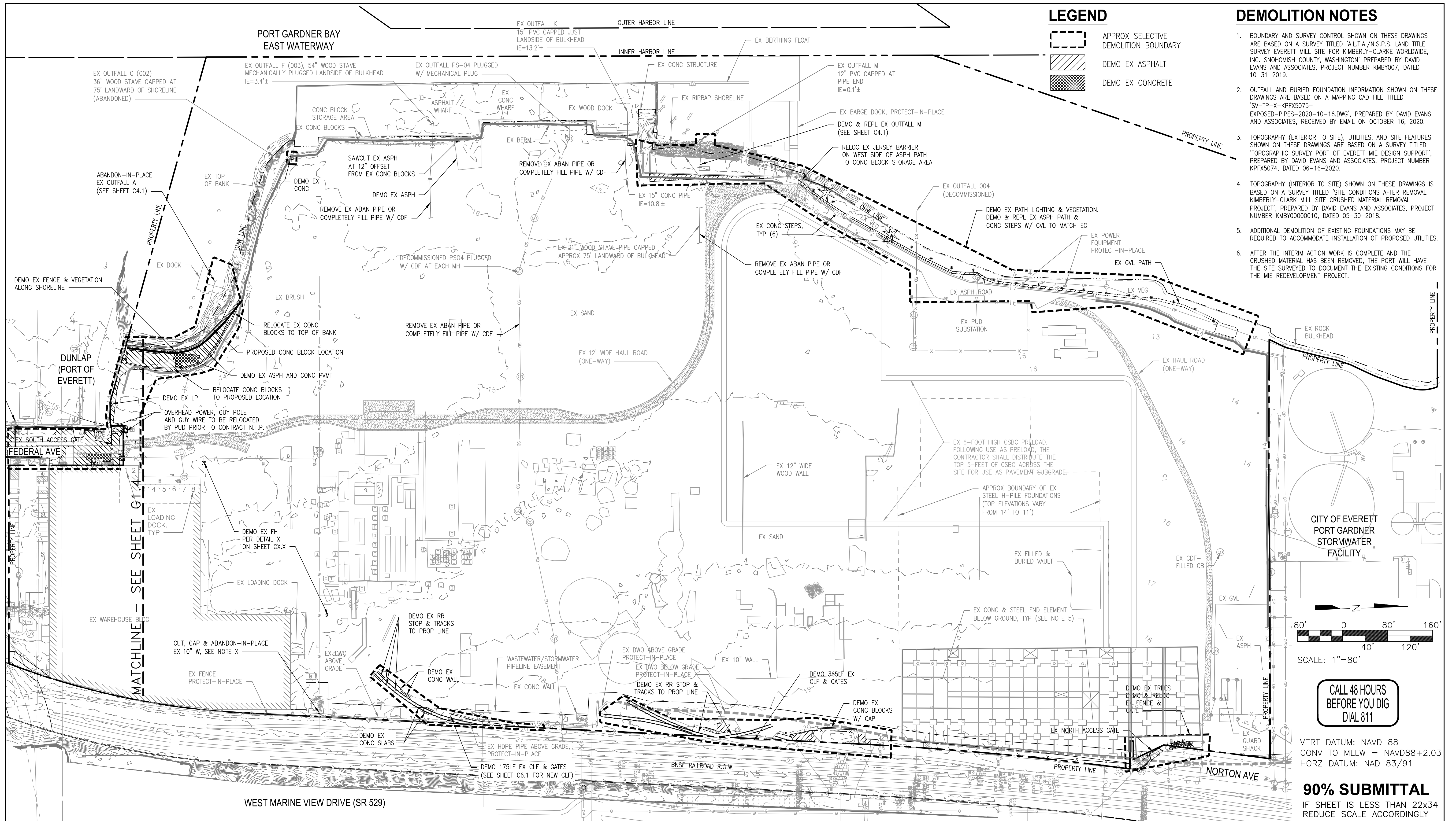
1601 5th Avenue, Suite 1300
 Seattle, Washington 98101
 (206) 382-0600 Fax (206) 382-0500
 PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 GENERAL NOTES, LEGEND AND
 UTILITY STRUCTURE LOADING

DWG. NO.	G1.2
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX

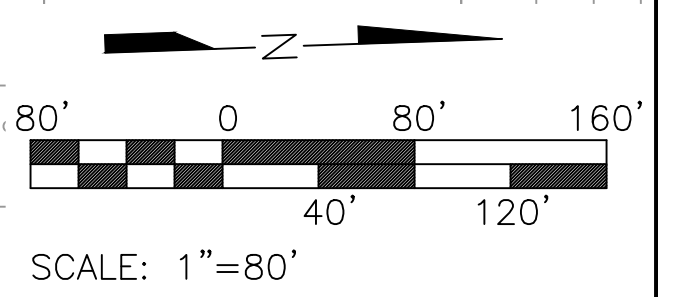


LEGEND

- APPROX SELECTIVE DEMOLITION BOUNDARY
- DEMO EX ASPHALT
- DEMO EX CONCRETE

DEMOLITION NOTES

1. BOUNDARY AND SURVEY CONTROL SHOWN ON THESE DRAWINGS ARE BASED ON A SURVEY TITLED "A.L.T.A./N.S.P.S. LAND TITLE SURVEY EVERETT MILL SITE FOR KIMBERLY-CLARKE WORLDWIDE, INC. SNOHOMISH COUNTY, WASHINGTON" PREPARED BY DAVID EVANS AND ASSOCIATES, PROJECT NUMBER KMBY007, DATED 10-31-2019.
2. OUTFALL AND BURIED FOUNDATION INFORMATION SHOWN ON THESE DRAWINGS ARE BASED ON A MAPPING CAD FILE TITLED "SV-TP-X-KPFX5075-EXPOSED-PIPES-2020-10-16.DWG", PREPARED BY DAVID EVANS AND ASSOCIATES, RECEIVED BY EMAIL ON OCTOBER 16, 2020.
3. TOPOGRAPHY (EXTERIOR TO SITE), UTILITIES, AND SITE FEATURES SHOWN ON THESE DRAWINGS ARE BASED ON A SURVEY TITLED "TOPOGRAPHIC SURVEY PORT OF EVERETT MIE DESIGN PROJECT", PREPARED BY DAVID EVANS AND ASSOCIATES, PROJECT NUMBER KPFX5074, DATED 06-16-2020.
4. TOPOGRAPHY (INTERIOR TO SITE) SHOWN ON THESE DRAWINGS IS BASED ON A SURVEY TITLED "SITE CONDITIONS AFTER REMOVAL KIMBERLY-CLARK MILL SITE CRUSHED MATERIAL REMOVAL PROJECT", PREPARED BY DAVID EVANS AND ASSOCIATES, PROJECT NUMBER KMBY0000010, DATED 05-30-2018.
5. ADDITIONAL DEMOLITION OF EXISTING FOUNDATIONS MAY BE REQUIRED TO ACCOMMODATE INSTALLATION OF PROPOSED UTILITIES.
6. AFTER THE INTERIM ACTION WORK IS COMPLETE AND THE CRUSHED MATERIAL HAS BEEN REMOVED, THE PORT WILL HAVE THE SITE SURVEYED TO DOCUMENT THE EXISTING CONDITIONS FOR THE MIE REDEVELOPMENT PROJECT.



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 HORZ DATUM: NAD 83/91

90% SUBMITTAL
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 REDUCE SCALE ACCORDINGLY



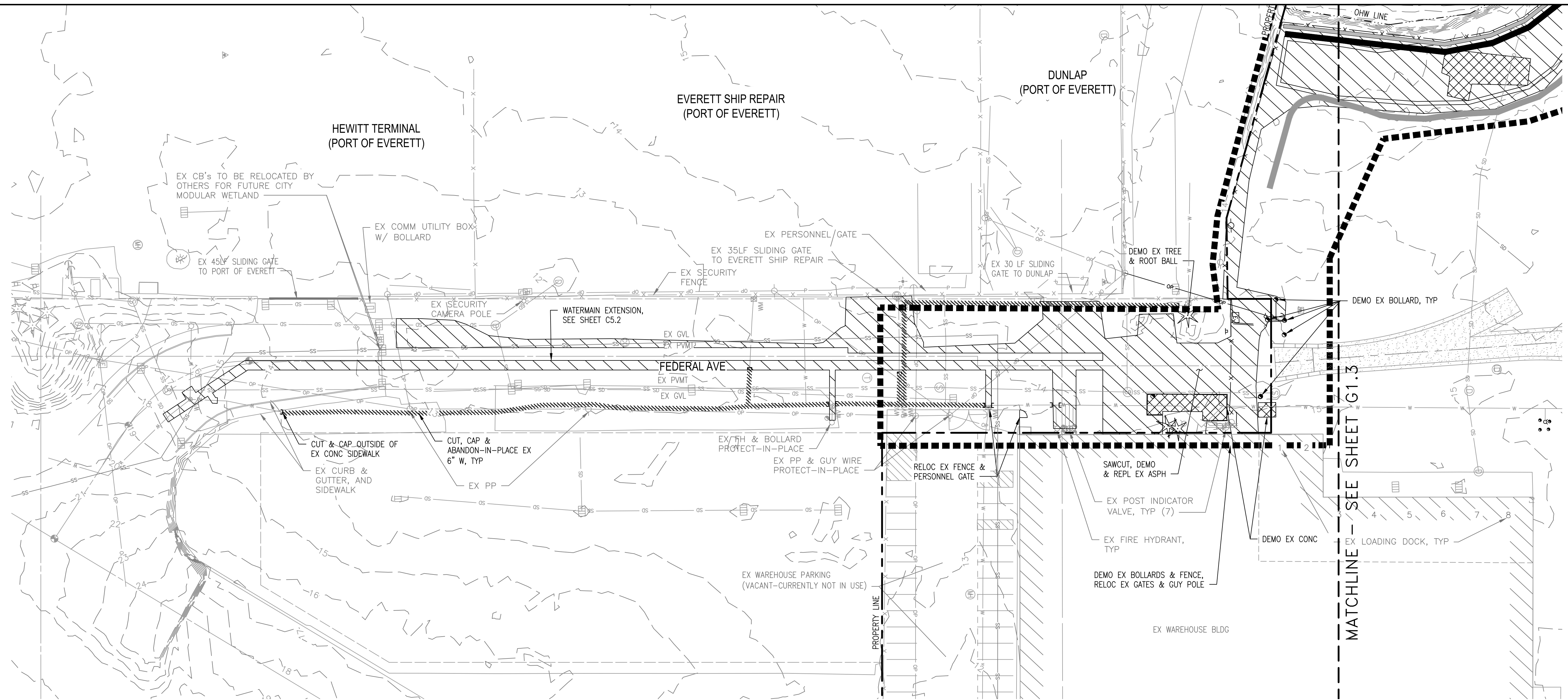
kpff
 1601 5th Avenue, Suite 1300
 Seattle, Washington 98101
 (206) 382-0600 Fax (206) 382-0500
 PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: 1" = 80'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 EXISTING CONDITION &
 DEMOLITION SITE PLAN

DWG. NO.	G1.3
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX

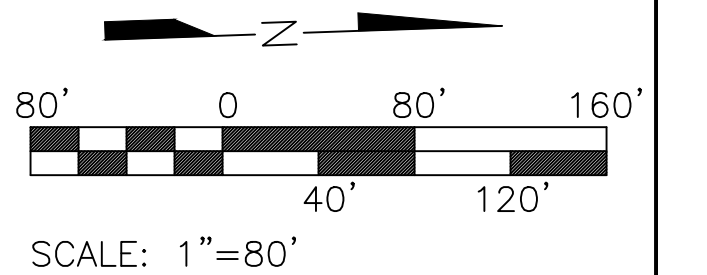


LEGEND

- APPROX SELECTIVE DEMOLITION BOUNDARY
- DEMO EX ASPHALT
- DEMO EX CONCRETE
- ABANDON UTILITY IN PLACE

DEMOLITION NOTES

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CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



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 (206) 382-0600 Fax (206) 382-0500
 PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

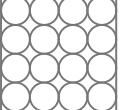
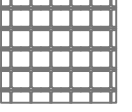
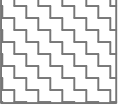
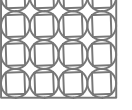





PROJECT ENGINEER: N. WATSON	SCALE: 1" = 80'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 EXISTING CONDITION &
 DEMOLITION SITE PLAN

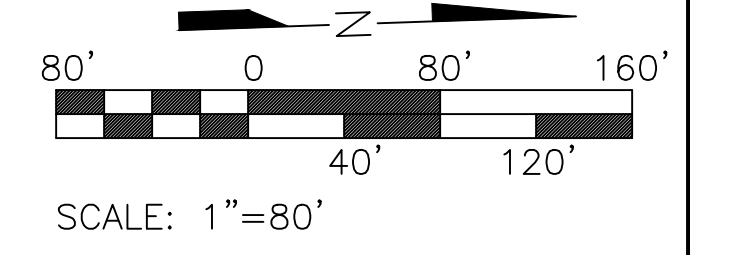
DWG. NO.	G1.4
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



LEGEND

-  BUILDING OR STRUCTURE
FOUNDED ON TIMBER PILES
-  BUILDING OR STRUCTURE
FOUNDED ON STEEL H-PILES
-  BUILDING OR STRUCTURE
FOUNDED ON SLAB-ON-GRADE
-  BUILDING OR STRUCTURE
FOUNDED ON PRE-CAST PILES
-  BUILDING OR STRUCTURE
FOUNDED ON STEEL PIPE PILES
-  BUILDING OR STRUCTURE
FOUNDED ON AUGER-CAST PILES
-  NON-BUILDING FOUNDED ON
STEEL & TIMBER PILES
-  HOG FUEL PILES AREA
-  LOG POND FILL AREA

SOURCE: MOFFATT & NICHOL, 2014.
SALTCHUCK EVERETT PROPERTY
DILIGENCE PROCESS, FOSS MARITIME
SHIPYARD MASTER REDEVELOPMENT PLAN,
THIRD DRAFT, JANUARY 23.



VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

P.O. BOX 538
EVERETT, WA 98206
(425) 259-3164

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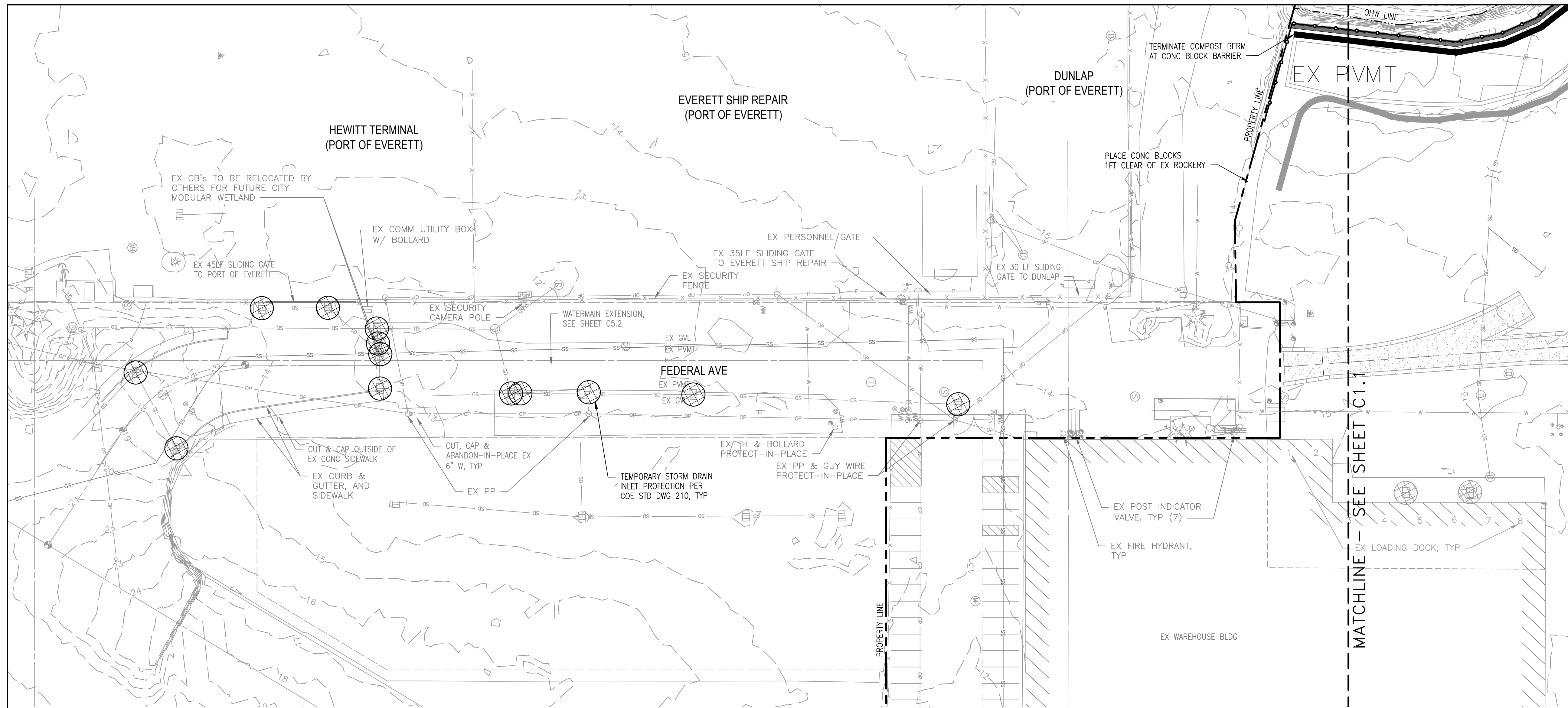
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

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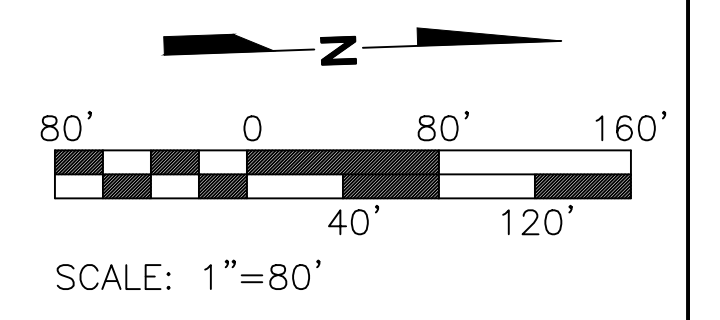
PROJECT ENGINEER: N. WATSON	SCALE: 1" = 80'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
FORMER BUILDING
FOUNDATION PLAN

DWG. NO.	G1.5
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



- LEGEND**
- GROUND SLOPE DIRECTION
 - TEMP INLET PROTECTION PER COE STD DWG 210
 - EX TEMP INLET PROTECTION
 - TEMP SILT FENCE PER CITY STD DWG 214



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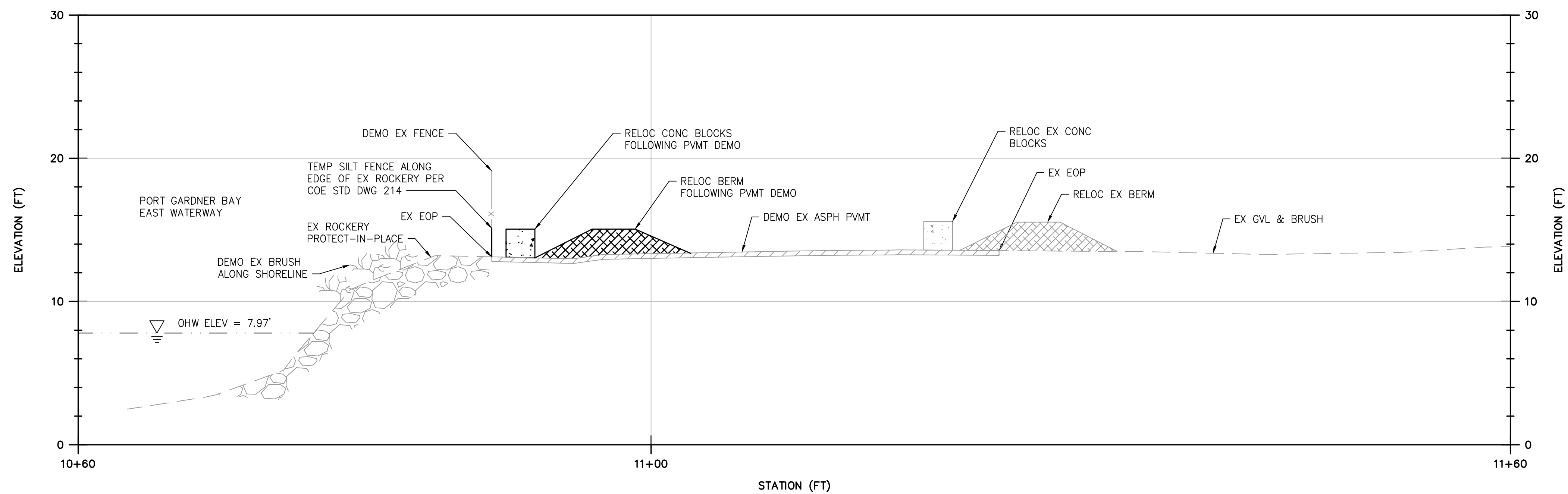


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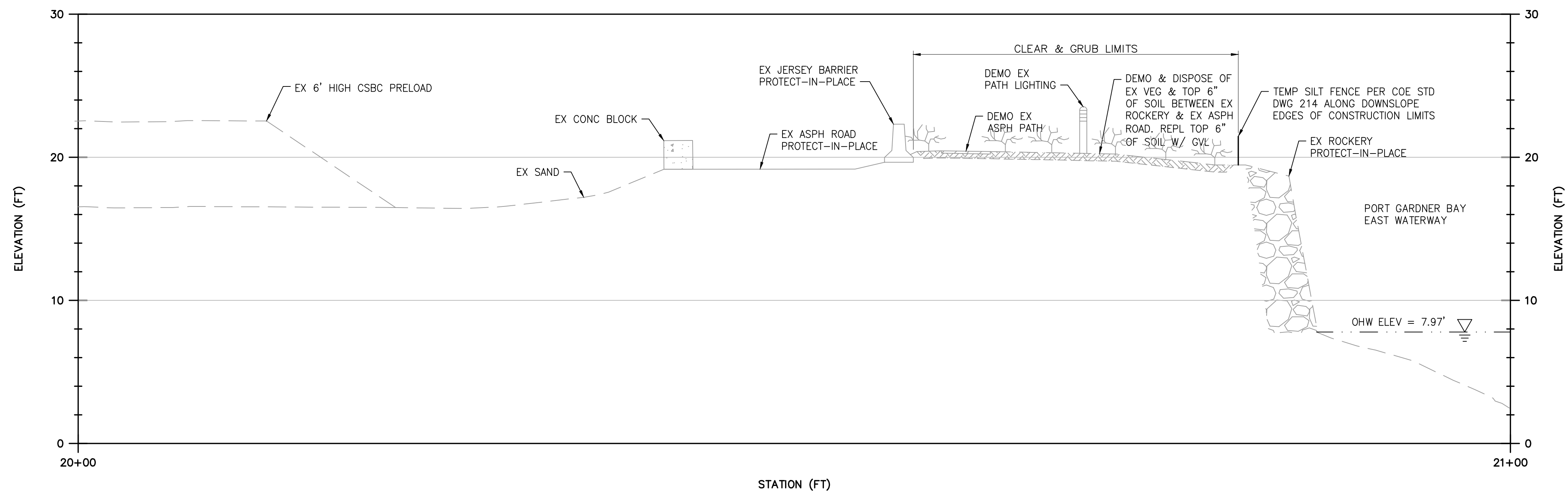
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DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
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 & MTCA 3RD INTERIM ACTION
 TEMPORARY EROSION AND
 SEDIMENT CONTROL PLAN

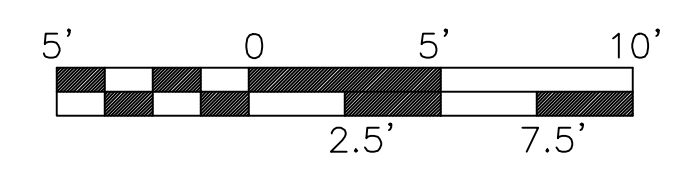
DWG. NO.	C1.2
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



A SECTION
 C1.1|C1.3 SCALE: 1" = 5' HORIZ, 1"=5' VERT



B SECTION
 C1.1|C1.3 SCALE: 1" = 5' HORIZ, 1"=5' VERT



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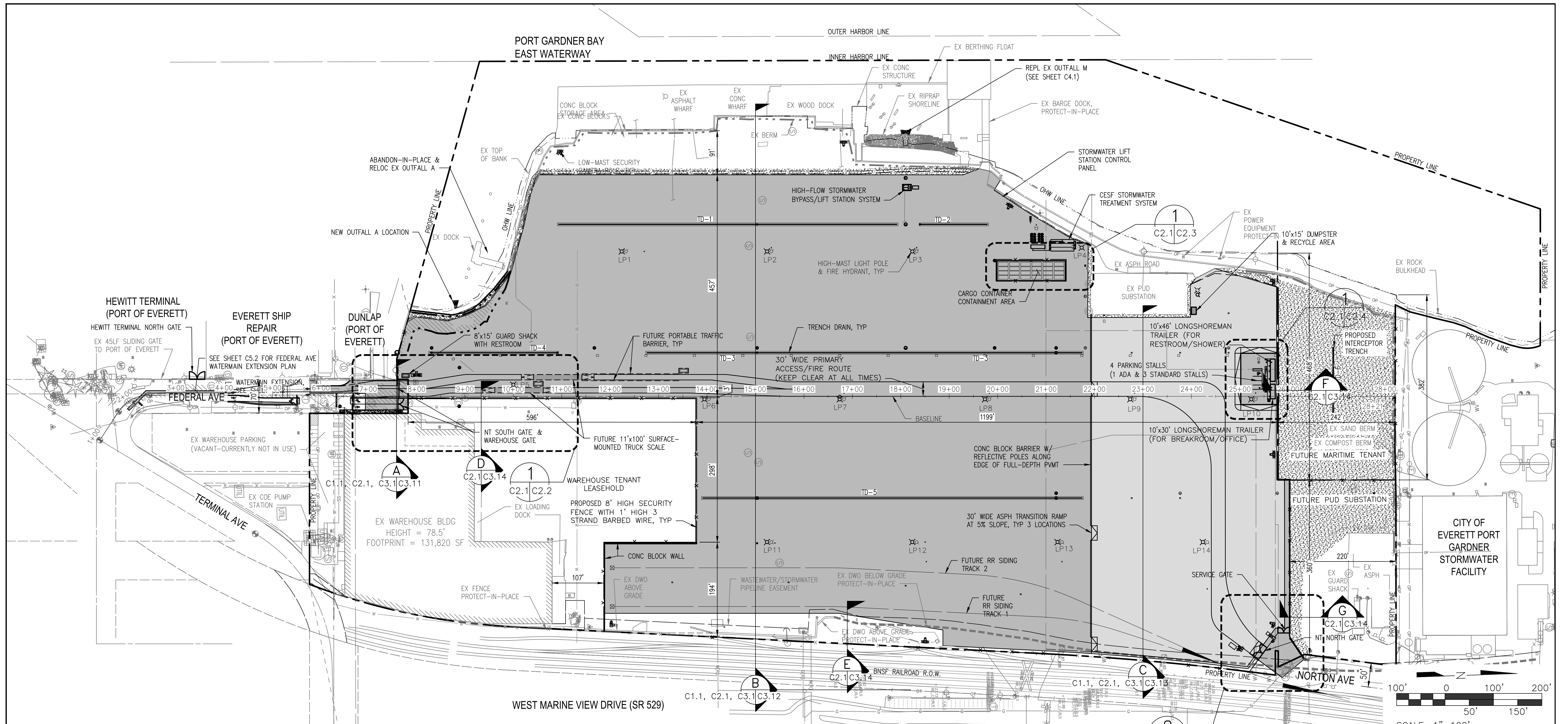
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APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 TEMPORARY EROSION AND
 SEDIMENT CONTROL SECTIONS

DWG. NO.	C1.3
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



LEGEND

- 75' HIGH-MAST LIGHT POLE
- 30' LOW-MAST LIGHT POLE
- PAVEMENT PHASING:**
- 9" ASPH PVMT OVER 12" CRB (APPROX 23.3 ACRES)
- TEMPORARY 2" ASPH PVMT OVER 12" CRB THAT WILL BE PAVED TO THE FULL 9" DEPTH PVMT IN THE FUTURE (APPROX 6.5 ACRES)
- TEMPORARY GRAVEL SURFACE THAT WILL BE PAVED IN THE FUTURE

NOTES

1. **SITE AREA:**
 LANDWARD OF OHW = 1,985,647 SF (45.6± AC)
 WATERWARD OF OHW = 548,392 SF (12.6± AC)
 TIDELANDS = 509,282 SF (11.7± AC)
 TOTAL = 2,534,039 SF (58.2± AC)
2. **SITE BUILDING COVERAGE:**
 EXISTING WAREHOUSE FOOTPRINT = 131,820 SF
 12'x30' GUARD SHACK = 360 SF
 2 - 10'x20' SECURITY SHACKS = 400 SF
 10'x30' LONGSHOREMAN TRAILER FOR BREAKROOM/OFFICE = 300 SF
 10'x46' LONGSHOREMAN TRAILER FOR RESTROOM/SHOWER = 460 SF
 SITE BUILDING COVERAGE = 6.7%
 [(131,820+360+400+300+460)/1,985,647]
3. WAREHOUSE TENANT LEASEHOLD BOUNDARIES SHOWN ARE BASED ON A PDF EXHIBIT TITLED 'BAYWOOD EVERETT SITE PLANNING' PREPARED BY NELSON, DATED 05/22/2020.

SCALE: 1"=100'

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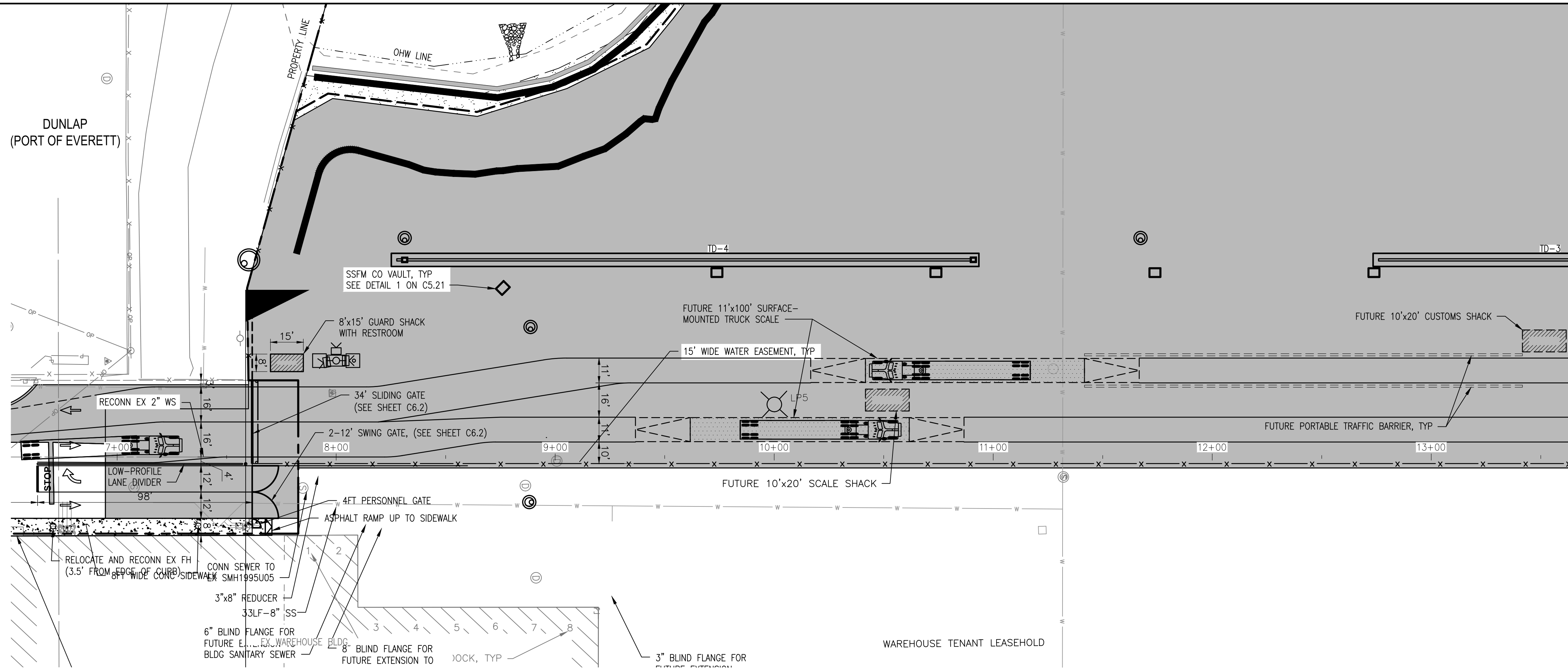
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NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

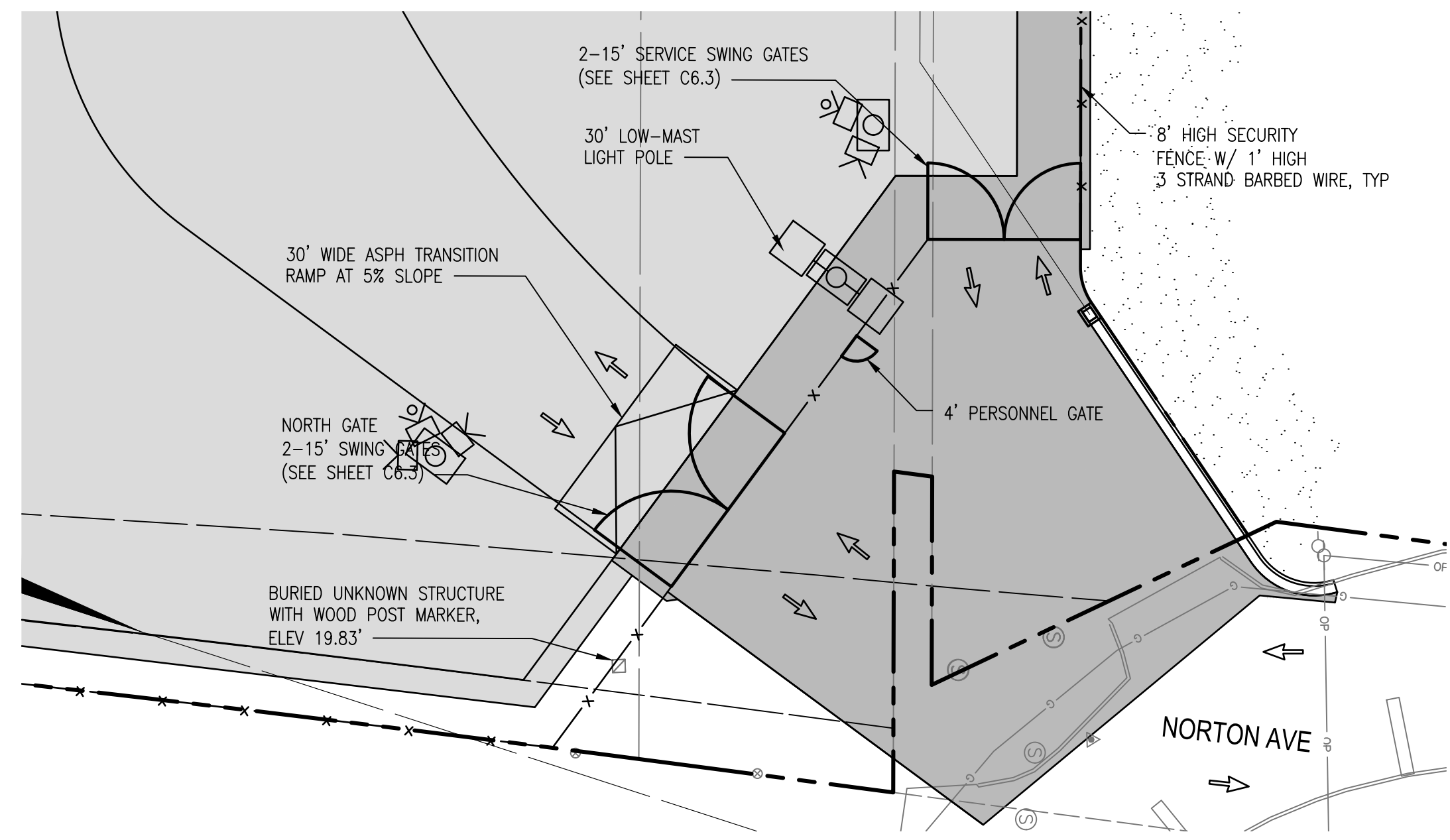
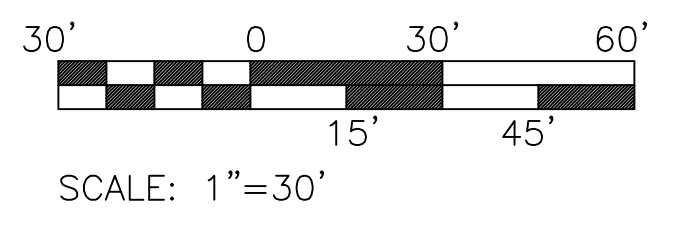
PROJECT ENGINEER: N. WATSON	SCALE: 1" = 100'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 OVERALL SITE PLAN &
 HORIZONTAL CONTROL

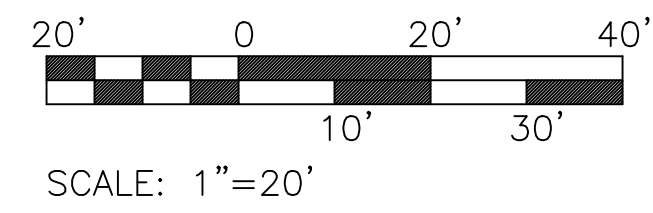
DWG. NO.	C2.1
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



1 SOUTH GATE DETAIL SITE PLAN
C2.1/C2.2



2 NORTH GATE DETAIL SITE PLAN
C2.1/C2.2

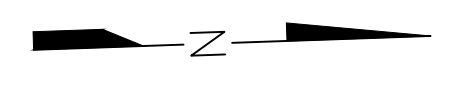


NOTES

- LANES AND GATES DESIGNED TO ACCOMMODATE A WB-67 VEHICLE (TRACTOR WITH 53' TRAILER).

LEGEND

- PROPOSED HMA SURFACE PAVEMENT (9" HMA OVER 12" CRB)
- PROPOSED GRAVEL SURFACE
- TRAFFIC FLOW ARROW



CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

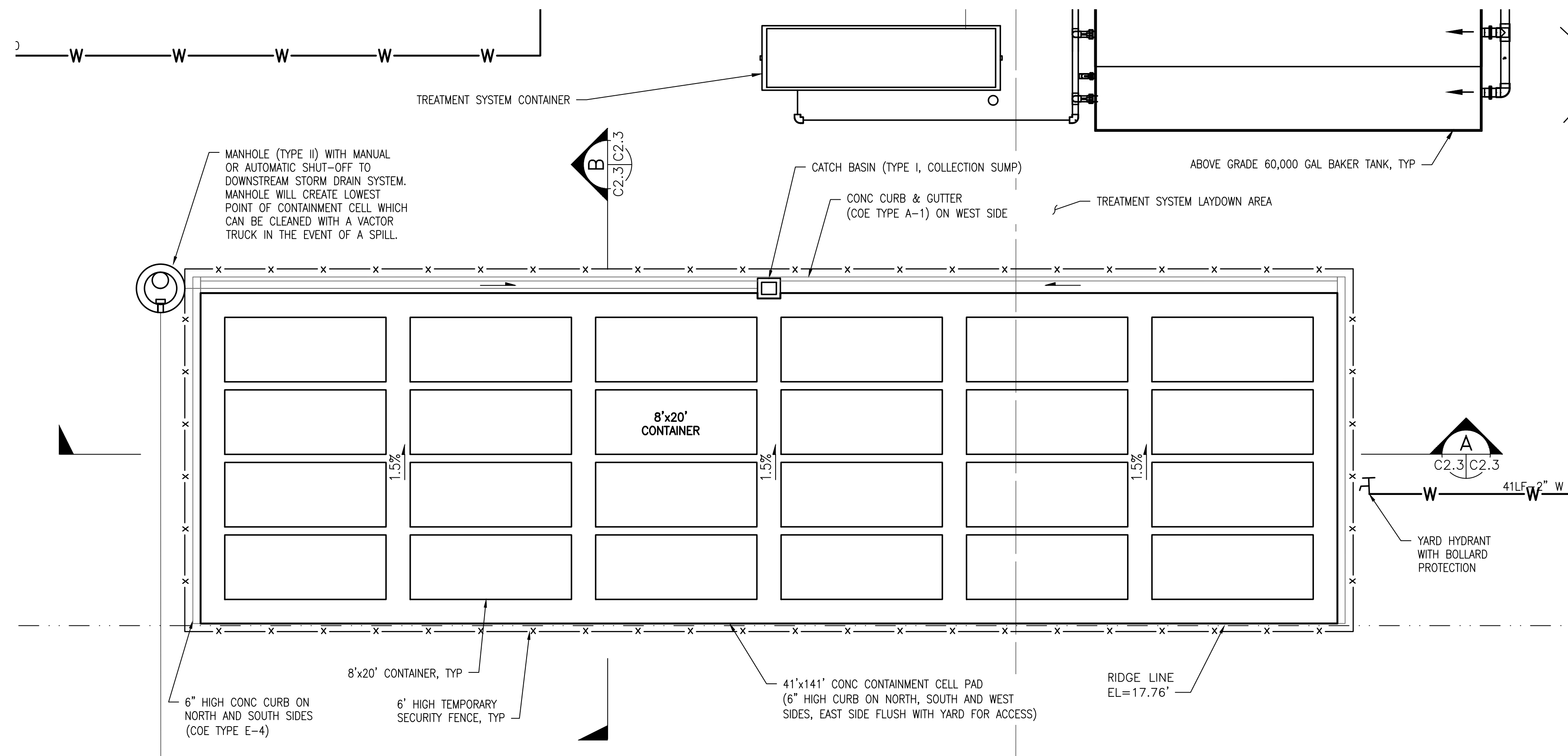


NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

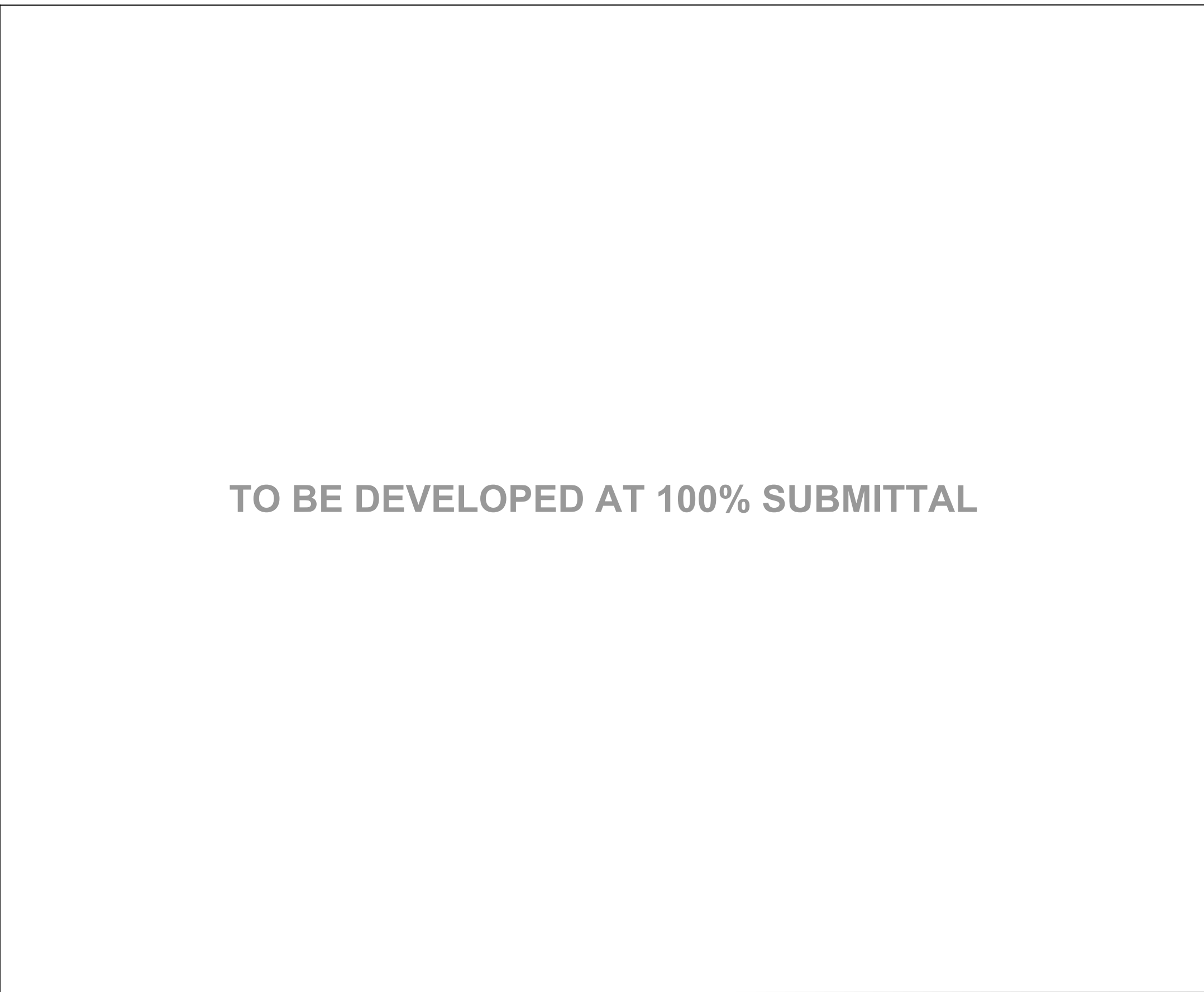
PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
NORTH AND SOUTH GATE
DETAIL SITE PLAN

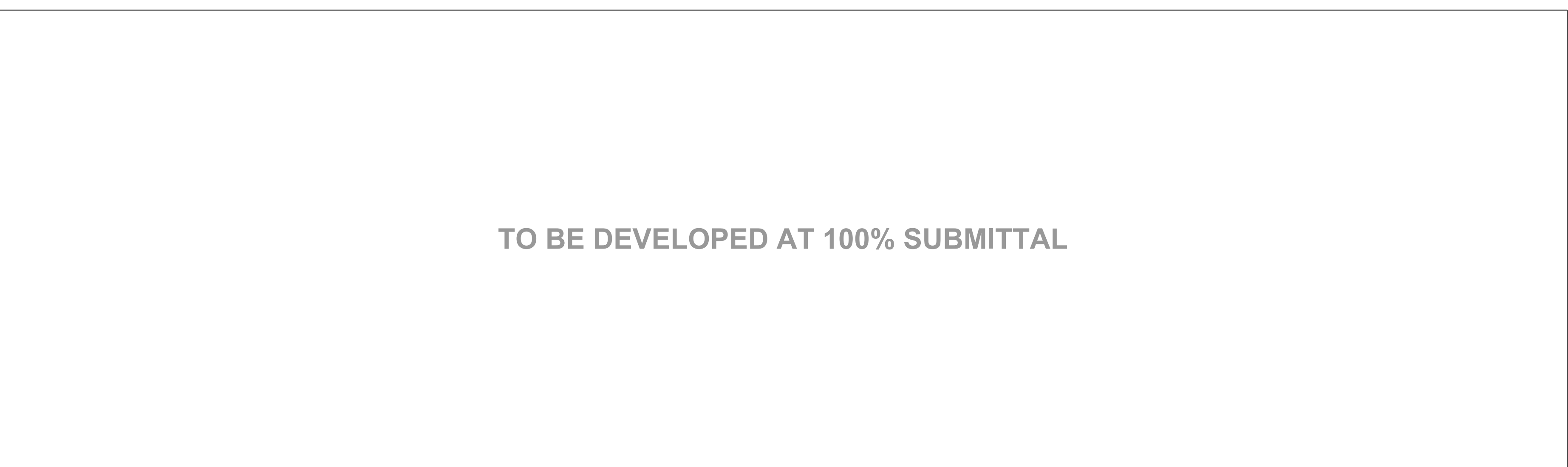
DWG. NO.	C2.2
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO. XX	OF XX



1 CARGO CONTAINER CONTAINMENT AREA DETAIL
 X|C2.3 SCALE: 1" = 10'



B CONTAINMENT AREA SECTION
 C2.3|C2.3 SCALE:



A CONTAINMENT AREA SECTION
 C2.3|C2.3 SCALE:

CALL 48 HOURS
 BEFORE YOU DIG
 DIAL 811

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



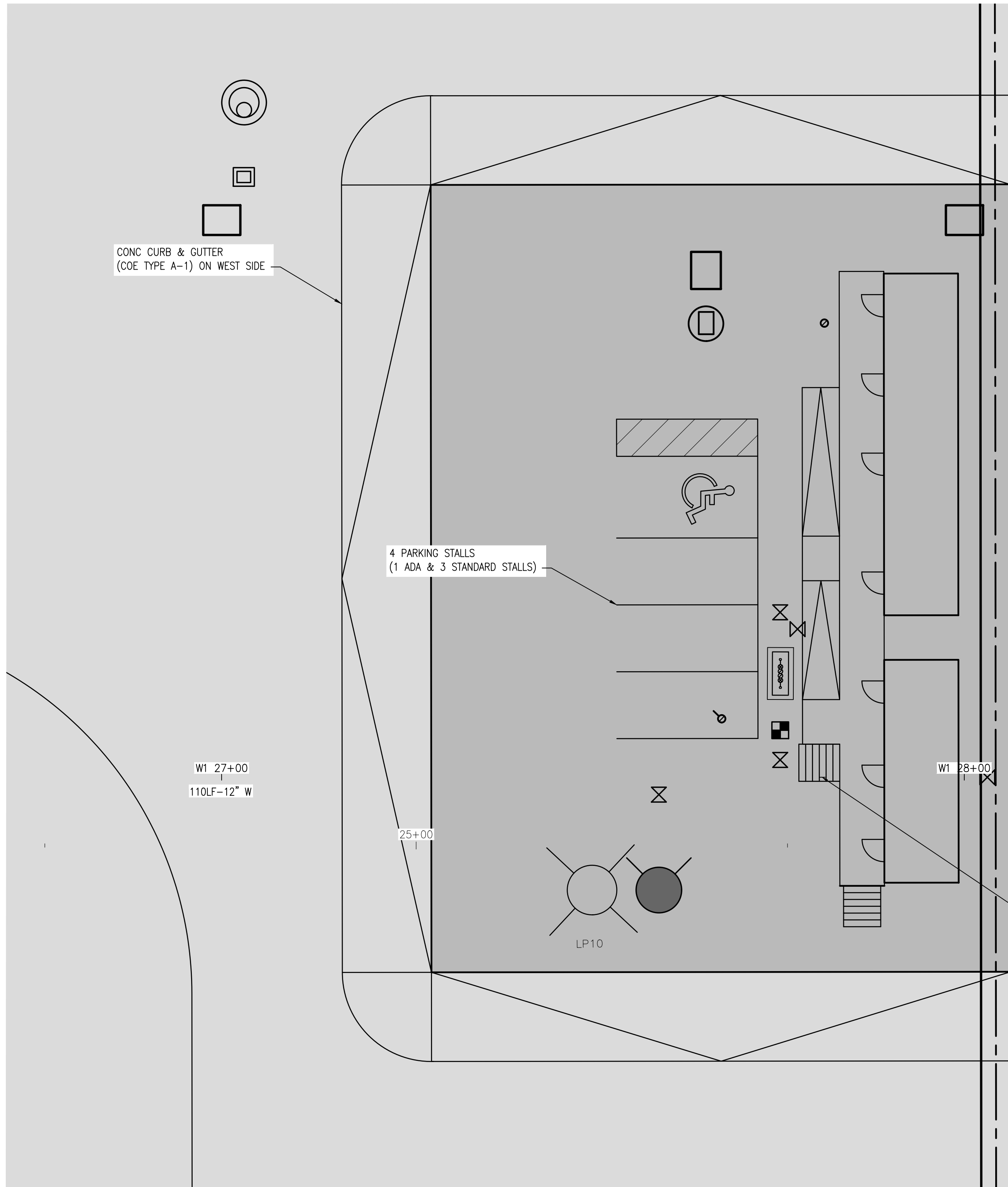
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 Seattle, Washington 98101
 (206) 382-0600 Fax (206) 382-0500
 PROJECT NO. 1600120

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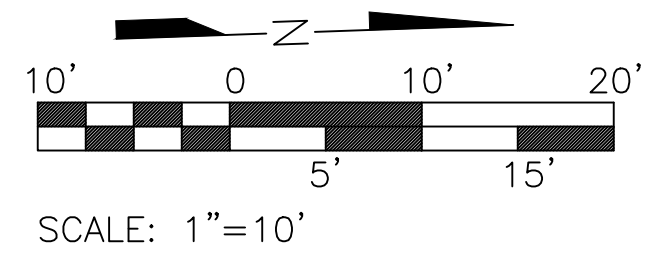
PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 CONTAINMENT AREA
 PLAN AND DETAILS

DWG. NO.	C2.3
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



1 CARGO CONTAINER CONTAINMENT AREA DETAIL
 X C2.3 SCALE: 1" = 10'



CALL 48 HOURS
 BEFORE YOU DIG
 DIAL 811

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



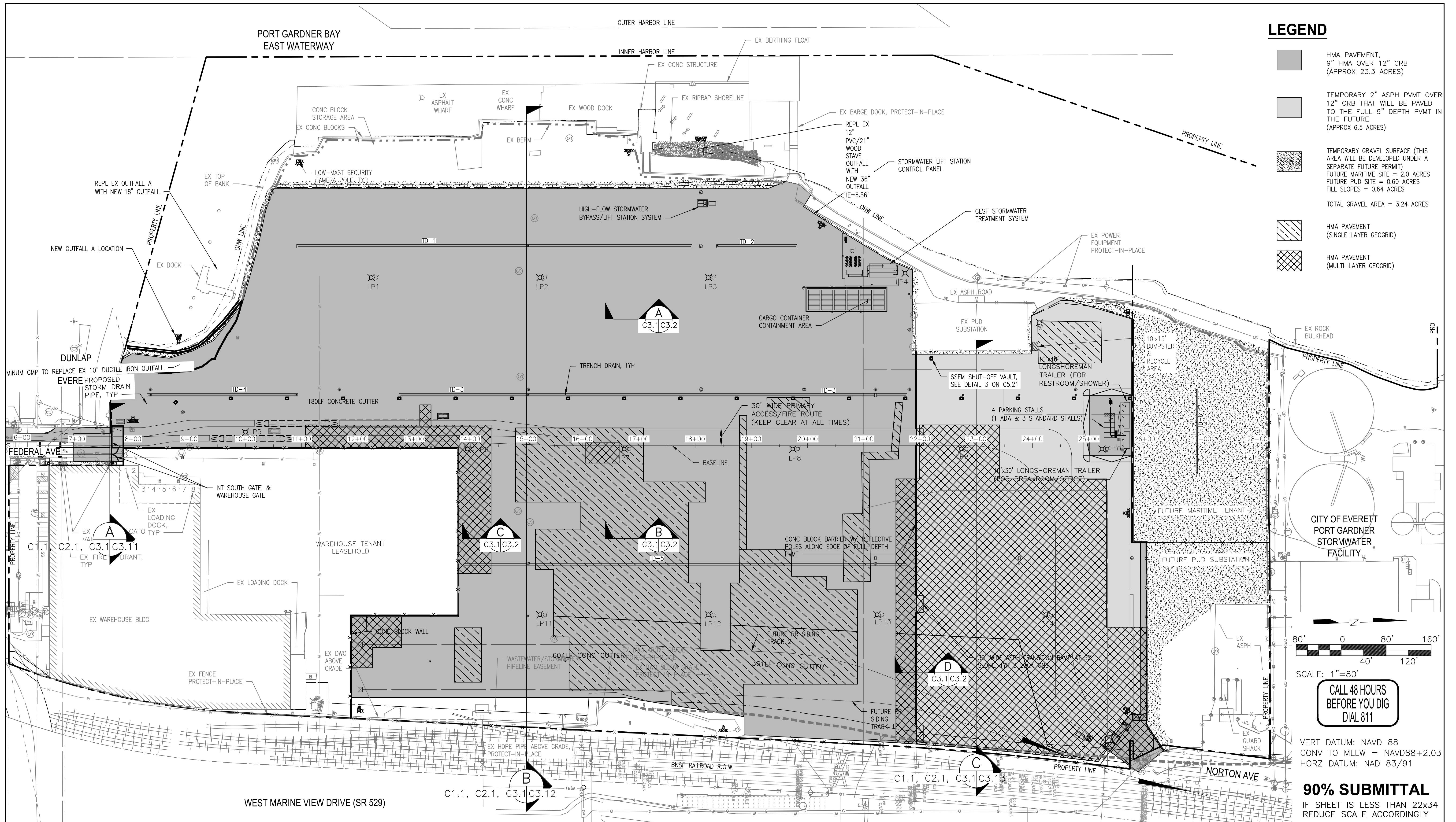
kpff
 1601 5th Avenue, Suite 1300
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 (206) 382-0600 Fax (206) 382-0500
 PROJECT NO. 1600120

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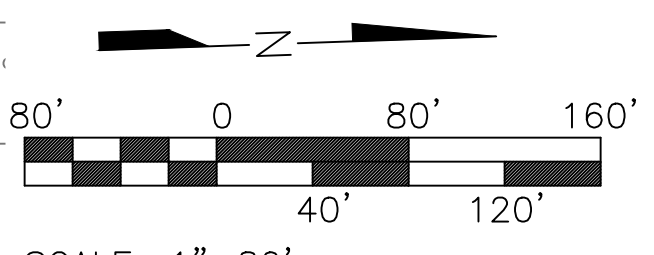
PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 CONTAINMENT AREA
 PLAN AND DETAILS

DWG. NO.	C2.4
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



- LEGEND**
- HMA PAVEMENT, 9" HMA OVER 12" CRB (APPROX 23.3 ACRES)
 - TEMPORARY 2" ASPH PVMT OVER 12" CRB THAT WILL BE PAVED TO THE FULL 9" DEPTH PVMT IN THE FUTURE (APPROX 6.5 ACRES)
 - TEMPORARY GRAVEL SURFACE (THIS AREA WILL BE DEVELOPED UNDER A SEPARATE FUTURE PERMIT) FUTURE MARITIME SITE = 2.0 ACRES FUTURE PUD SITE = 0.60 ACRES FILL SLOPES = 0.64 ACRES
TOTAL GRAVEL AREA = 3.24 ACRES
 - HMA PAVEMENT (SINGLE LAYER GEOGRID)
 - HMA PAVEMENT (MULTI-LAYER GEOGRID)



CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



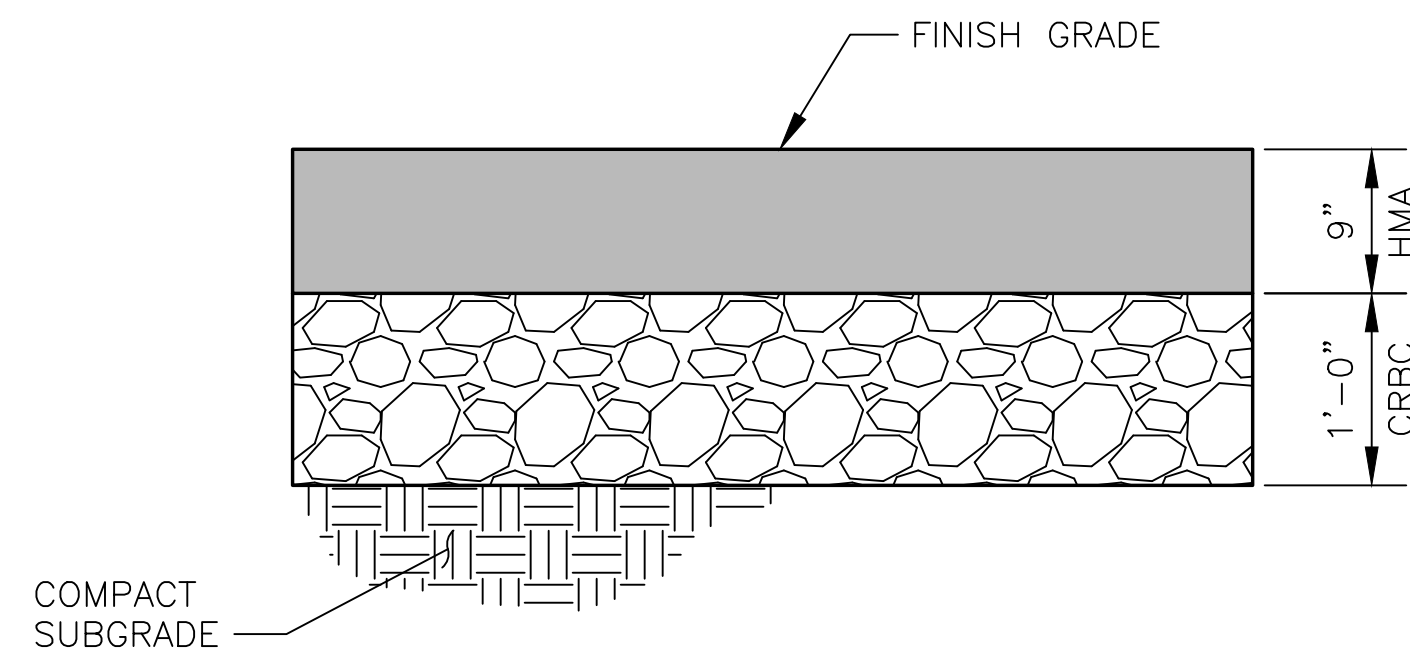
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(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

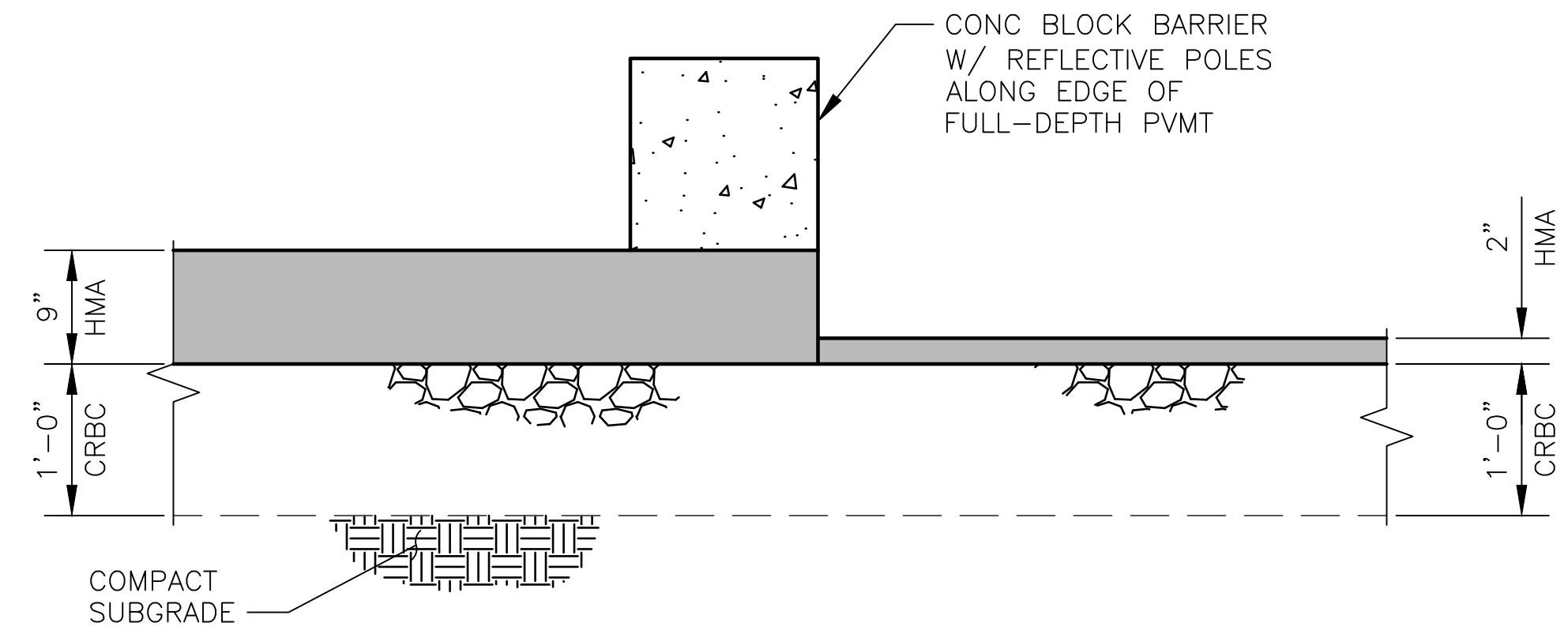
PROJECT ENGINEER: N. WATSON	SCALE: 1" = 80'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
PAVING OVERALL PLAN

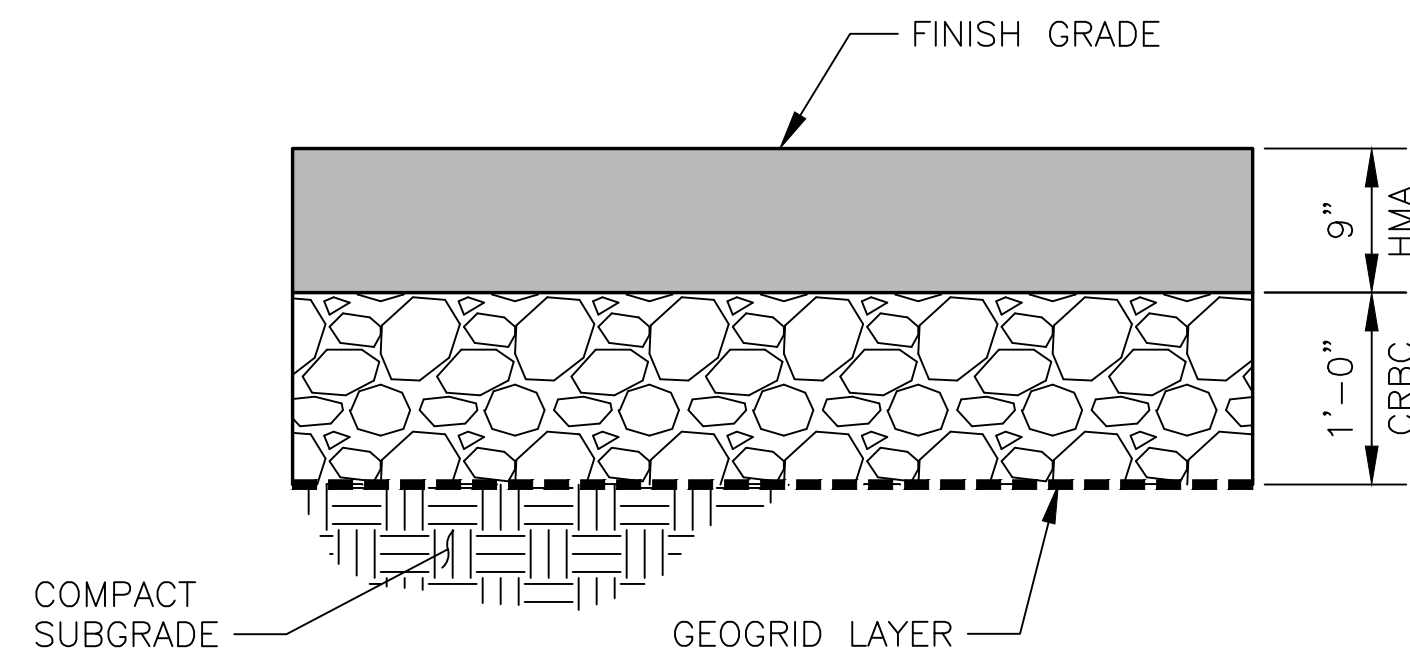
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CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



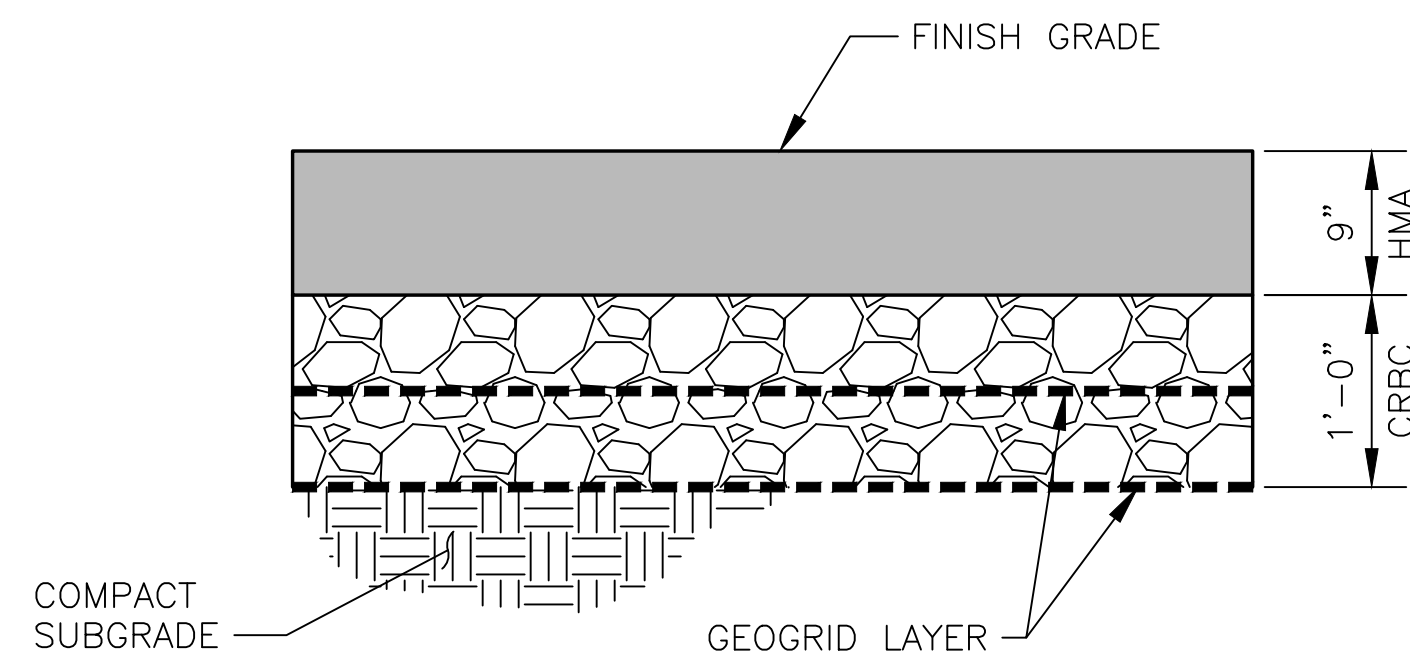
A TYPICAL ASPHALT PAVEMENT SECTION
C3.1|C3.2 SCALE: NTS



D TYPICAL ASPHALT PAVEMENT TRANSITION SECTION
C3.1|C3.2 SCALE: NTS



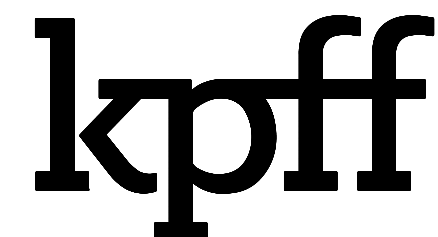
B ASPHALT PAVEMENT SECTION WITH SINGLE LAYER GEOGRID
C3.1|C3.2 SCALE: NTS



C ASPHALT PAVEMENT SECTION WITH MULTI-LAYER GEOGRID
C3.1|C3.2 SCALE: NTS

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



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PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
PAVEMENT SECTIONS

DWG. NO.	C3.2
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX

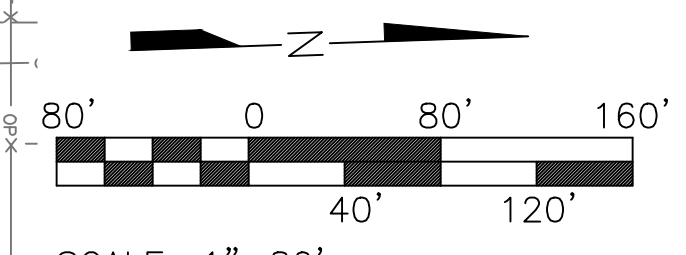
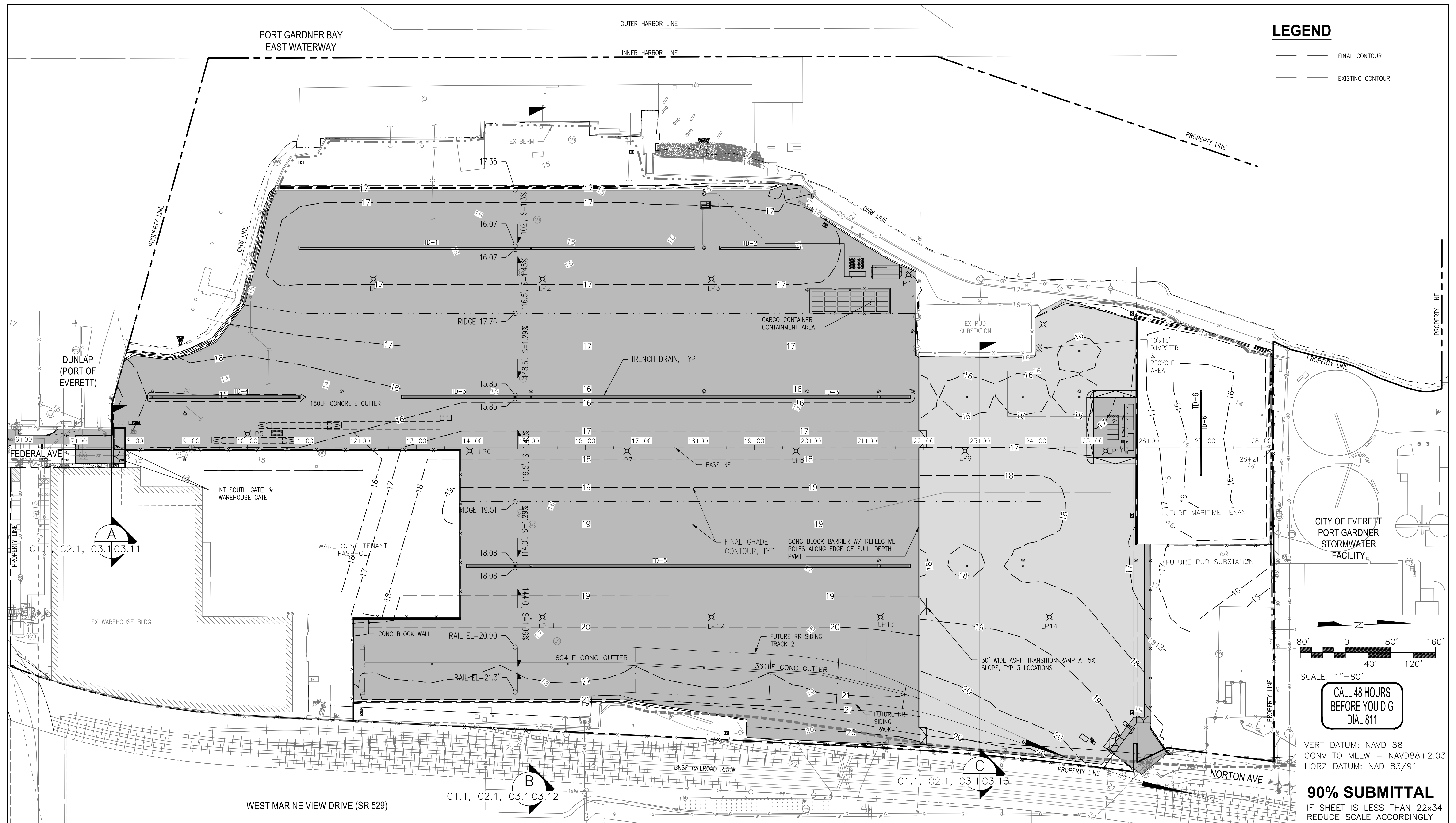
PORT GARDNER BAY
EAST WATERWAY

OUTER HARBOR LINE

INNER HARBOR LINE

LEGEND

- FINAL CONTOUR
- - - EXISTING CONTOUR



**CALL 48 HOURS
BEFORE YOU DIG
DIAL 811**

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



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PROJECT NO. 1600120

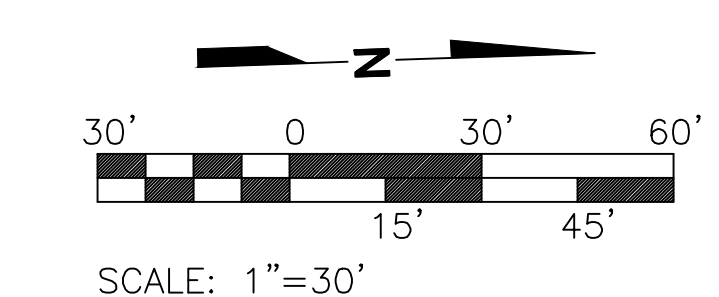
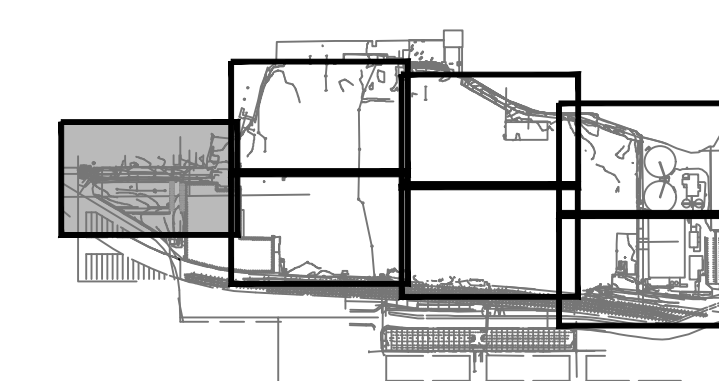
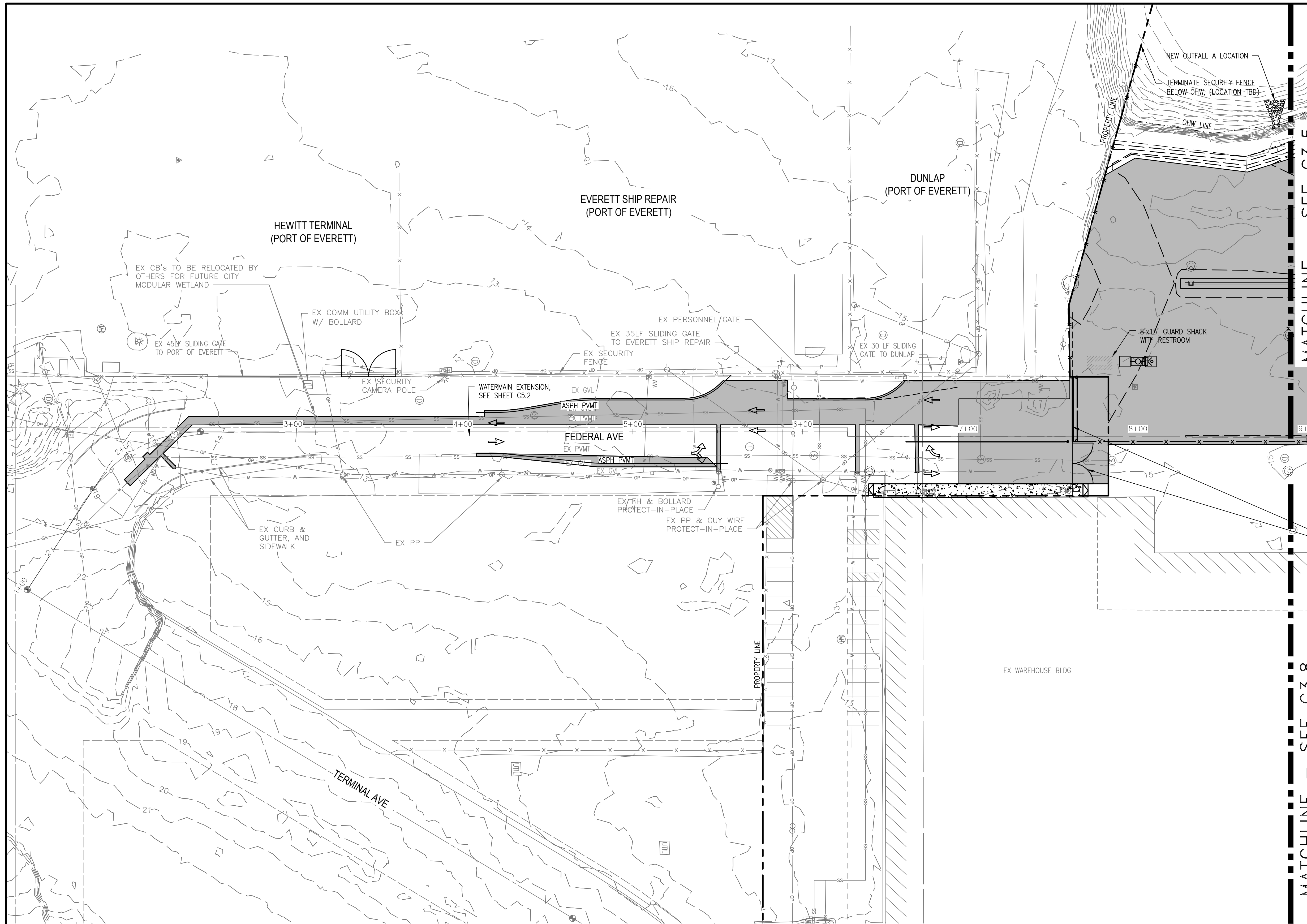
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:
N. WATSON
DESIGNED BY:
J. BECKER
DRAWN BY:
K. EDWARDS, D. YU
APPROVED BY:

SCALE:
1" = 80'
DATE:
04/16/2021
CHECKED BY:
N. WATSON

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
GRADING OVERALL PLAN

DWG. NO. **C3.3**
CIP NO. 1-8-900-05
PROJECT NO. MT-NT-2021-02.2
SHEET NO. XX OF XX



**CALL 48 HOURS
BEFORE YOU DIG
DIAL 811**

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

MATCHLINE - SEE C3.5

MATCHLINE - SEE C3.8



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PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:
N. WATSON

DESIGNED BY:
J. BECKER

DRAWN BY:
K. EDWARDS, D. YU

APPROVED BY:

SCALE:
1" = 30'

DATE:
04/16/2021

CHECKED BY:
N. WATSON

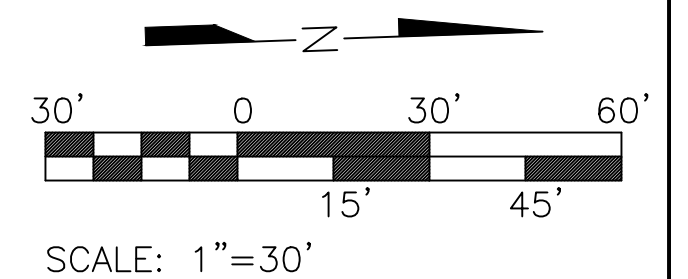
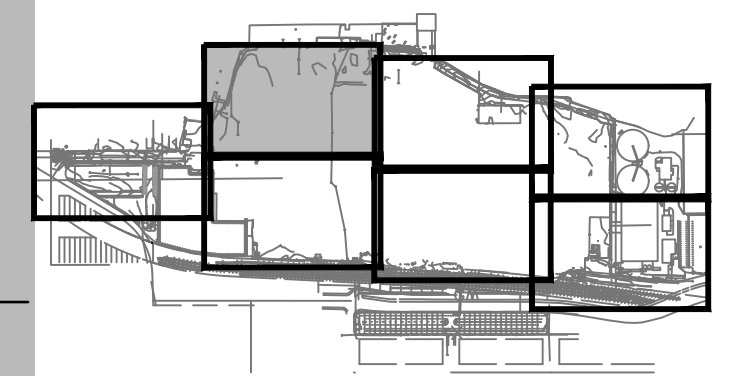
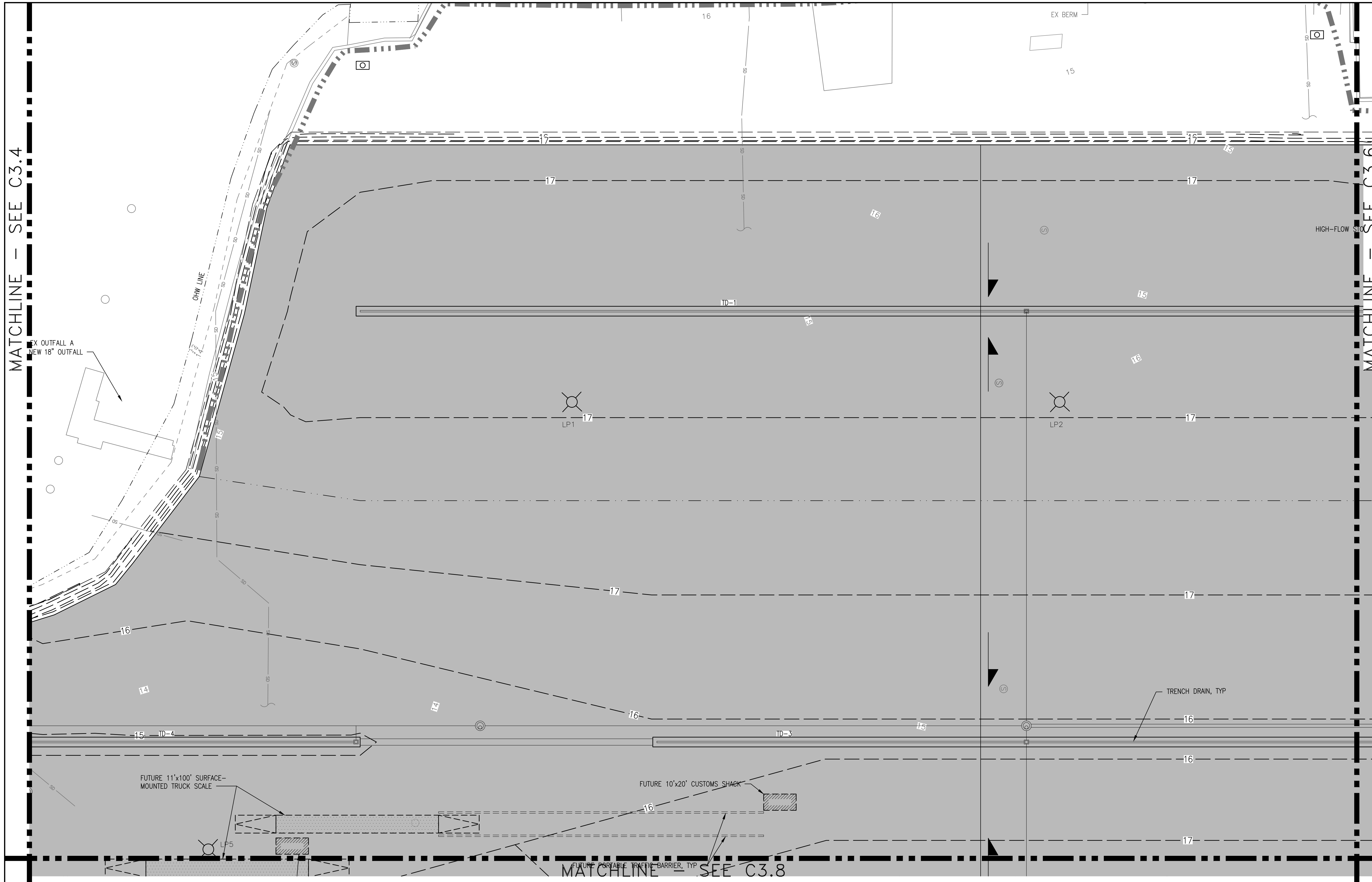
PORT OF EVERETT
**NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
GRADING DETAIL PLAN**

DWG. NO. **C3.4**

CIP NO. 1-8-900-05

PROJECT NO. MT-NT-2021-02.2

SHEET NO. XX OF XX



CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



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 PROJECT NO. 1600120

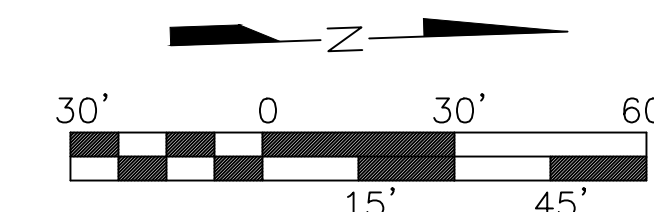
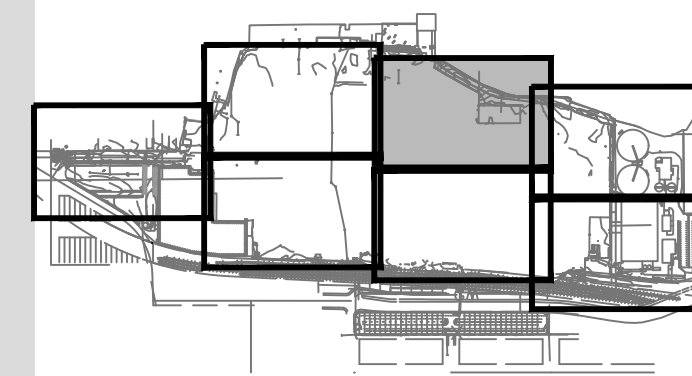
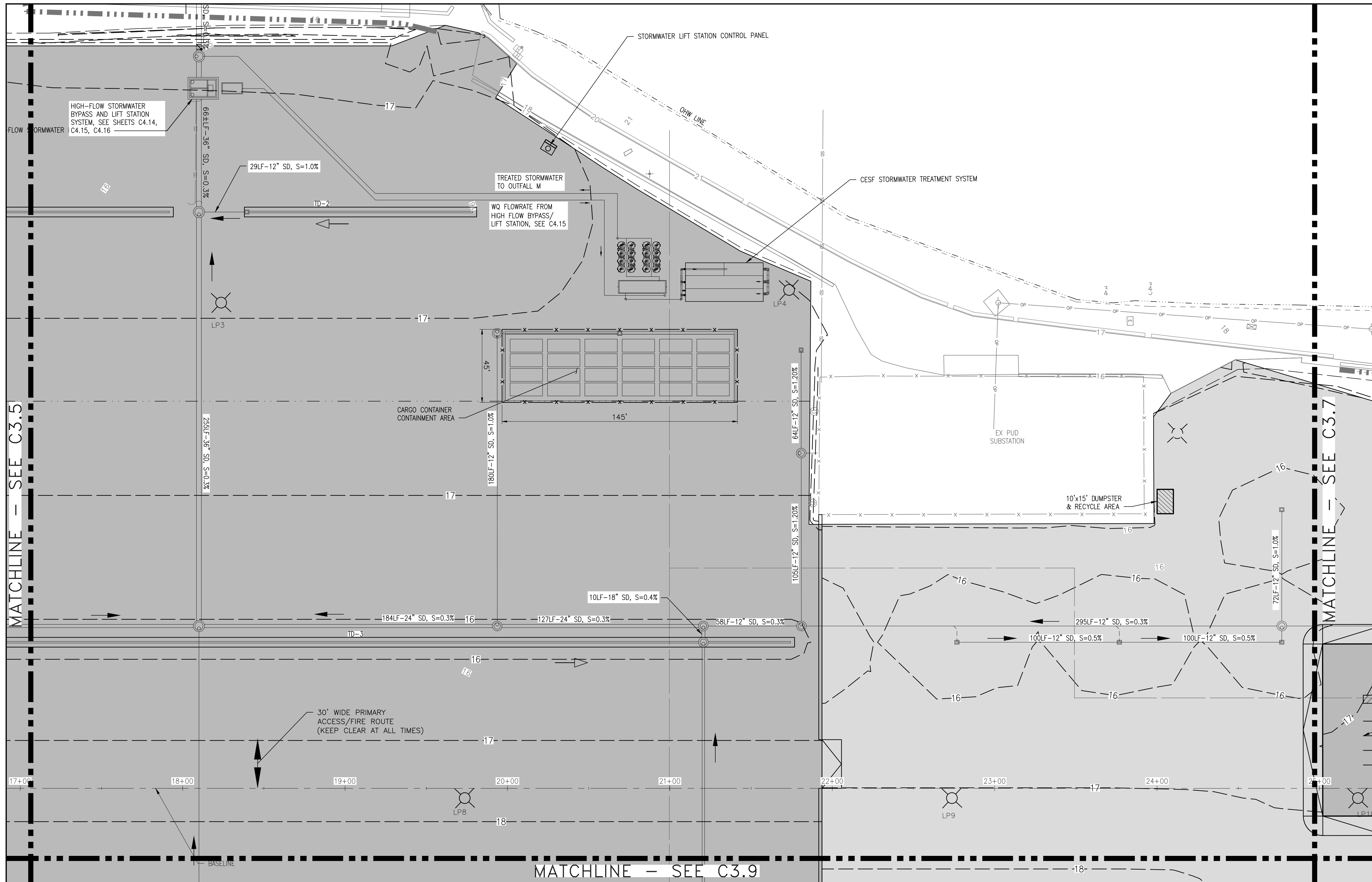
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:
N. WATSON
 DESIGNED BY:
J. BECKER
 DRAWN BY:
K. EDWARDS, D. YU
 APPROVED BY:

SCALE:
1" = 30'
 DATE:
04/16/2021
 CHECKED BY:
N. WATSON

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 GRADING DETAIL PLAN

DWG. NO. **C3.5**
 CIP NO. 1-8-900-05
 PROJECT NO. MT-NT-2021-02.2
 SHEET NO. XX OF XX



CALL 48 HOURS
 BEFORE YOU DIG
 DIAL 811

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



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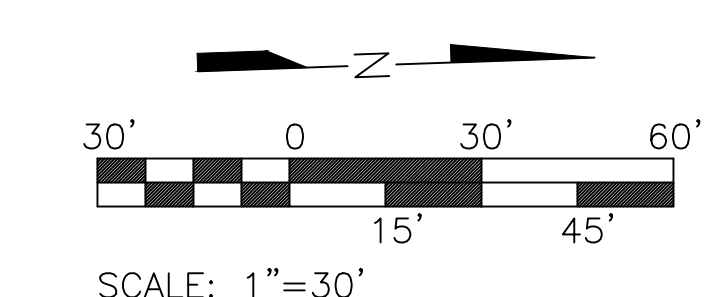
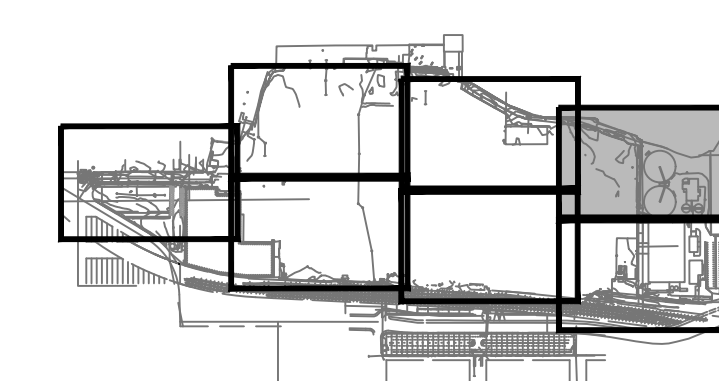
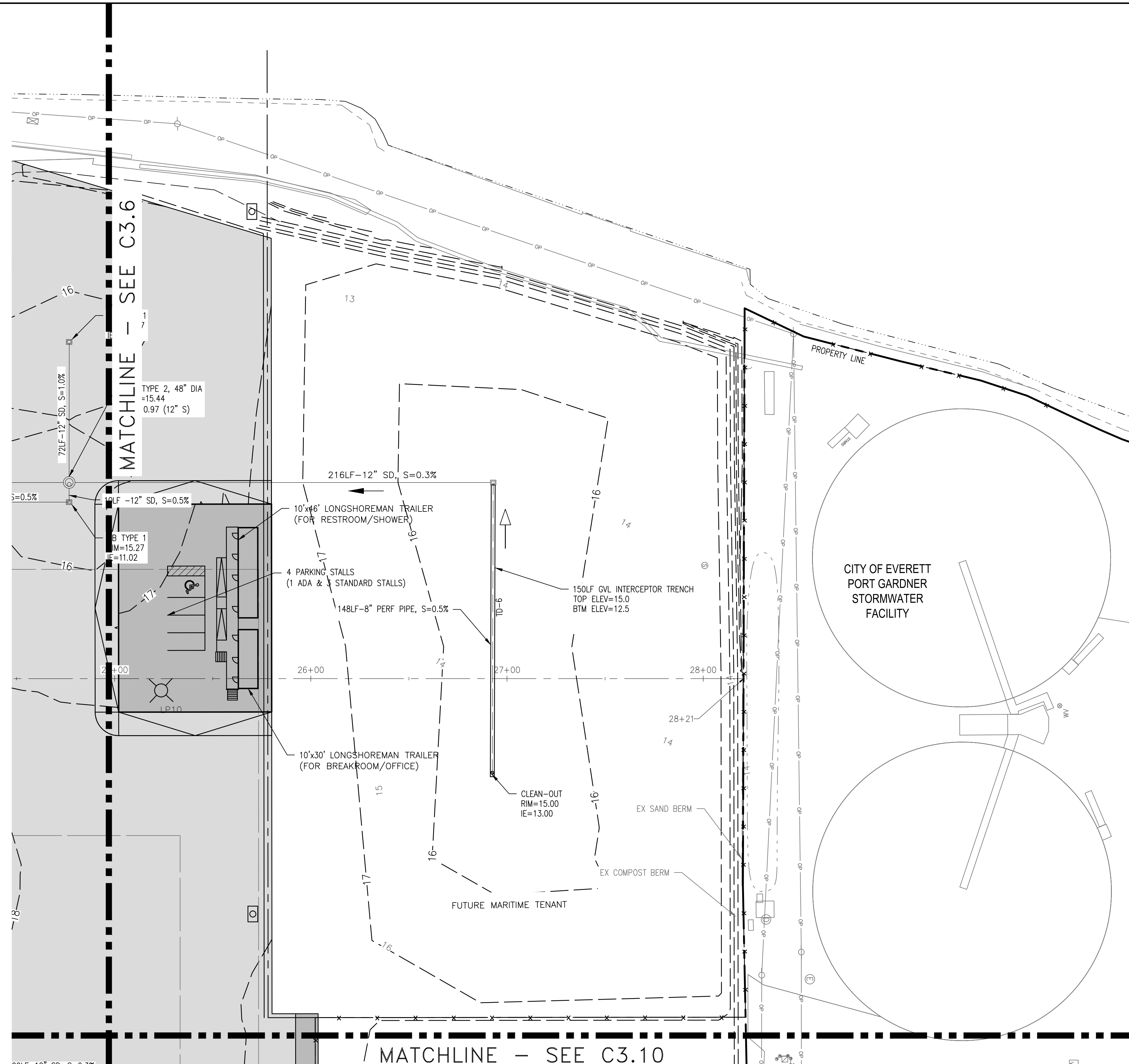
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:
 N. WATSON
 DESIGNED BY:
 J. BECKER
 DRAWN BY:
 K. EDWARDS, D. YU
 APPROVED BY:

SCALE:
 1" = 30'
 DATE:
 04/16/2021
 CHECKED BY:
 N. WATSON

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 GRADING DETAIL PLAN

DWG. NO. **C3.6**
 CIP NO. 1-8-900-05
 PROJECT NO. MT-NT-2021-02.2
 SHEET NO. XX OF XX



**CALL 48 HOURS
BEFORE YOU DIG
DIAL 811**

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



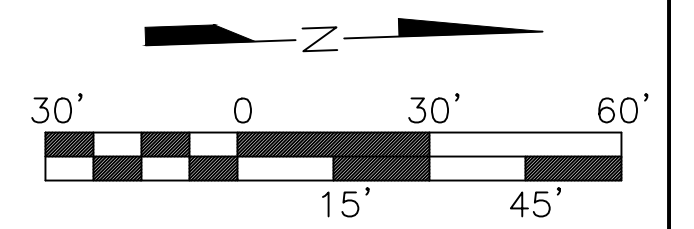
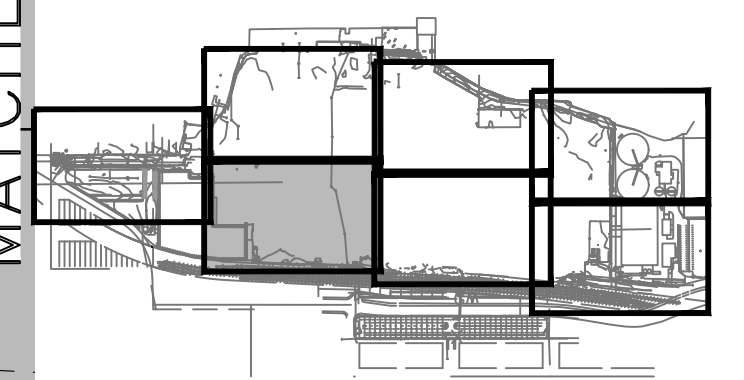
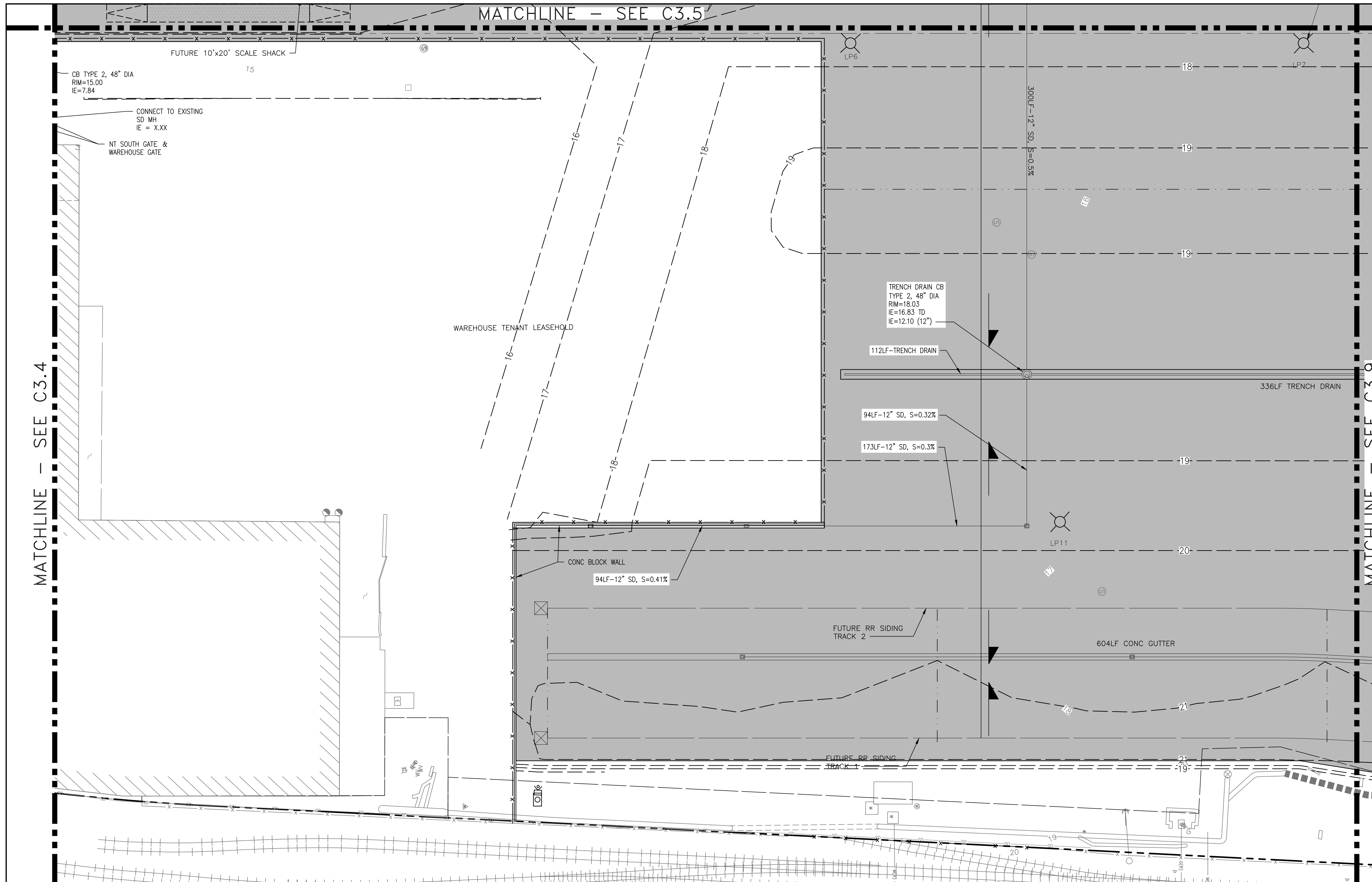
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 PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: 1" = 30'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 GRADING DETAIL PLAN

DWG. NO.	C3.7
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX

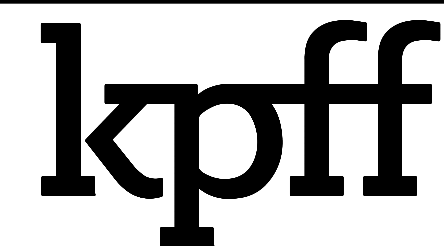


SCALE: 1"=30'

CALL 48 HOURS
BEFORE YOU DIG
DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



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PROJECT NO. 1600120

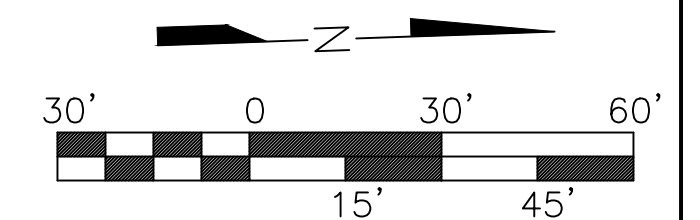
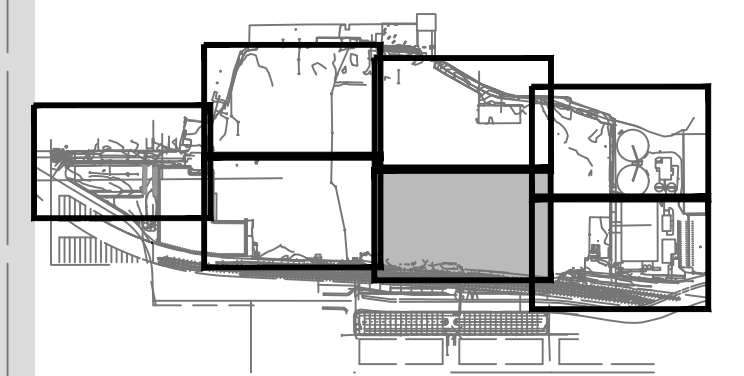
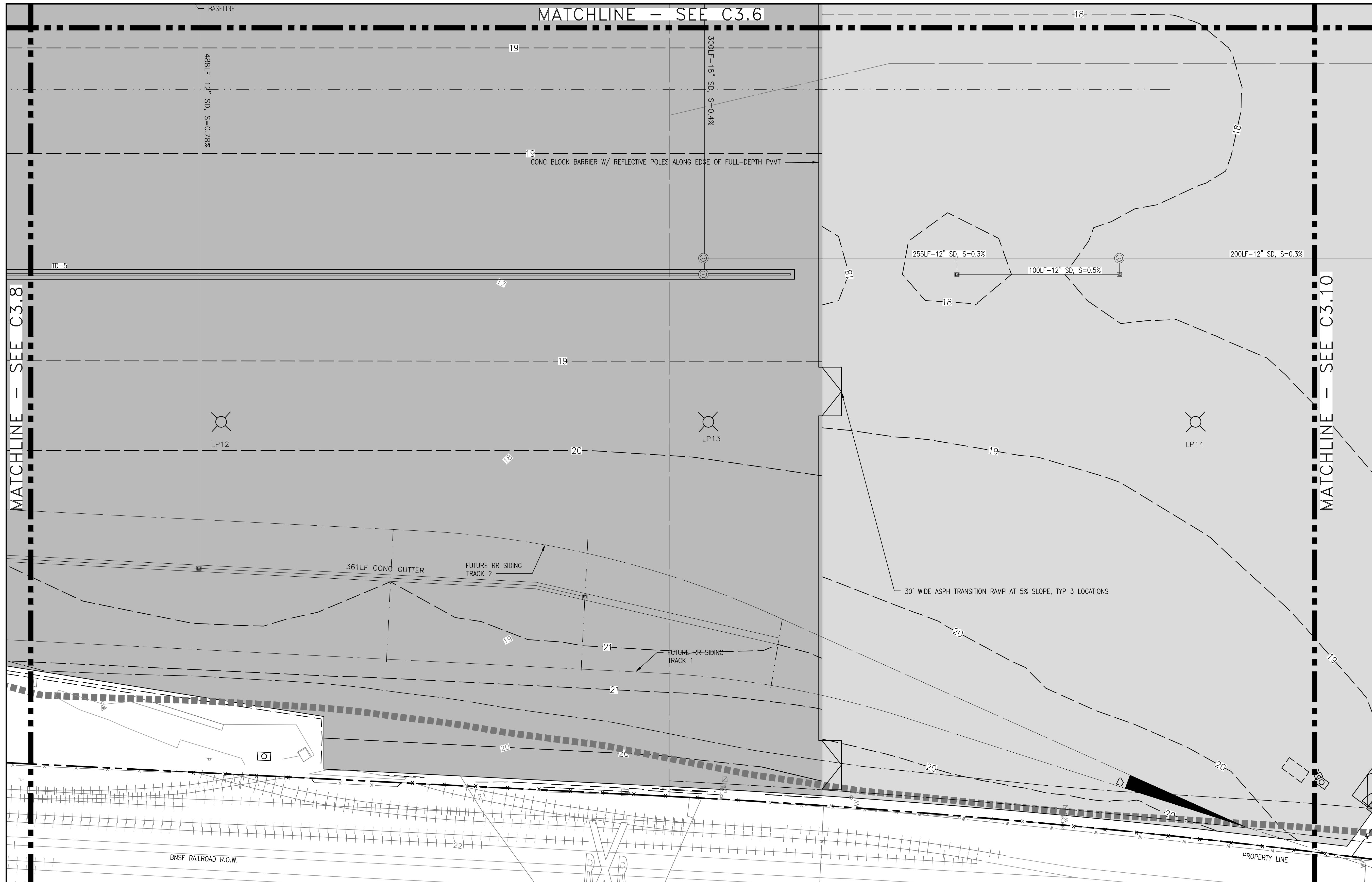
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:
N. WATSON
DESIGNED BY:
J. BECKER
DRAWN BY:
K. EDWARDS, D. YU
APPROVED BY:

SCALE:
1" = 30'
DATE:
04/16/2021
CHECKED BY:
N. WATSON

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
GRADING DETAIL PLAN

DWG. NO. **C3.8**
CIP NO. 1-8-900-05
PROJECT NO. MT-NT-2021-02.2
SHEET NO. XX OF XX



CALL 48 HOURS
BEFORE YOU DIG
DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

MATCHLINE - SEE C3.8

MATCHLINE - SEE C3.10



kpff

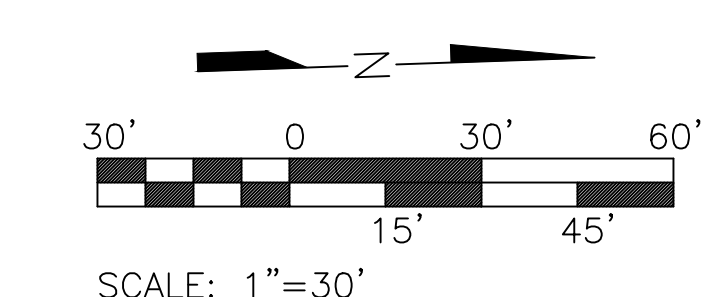
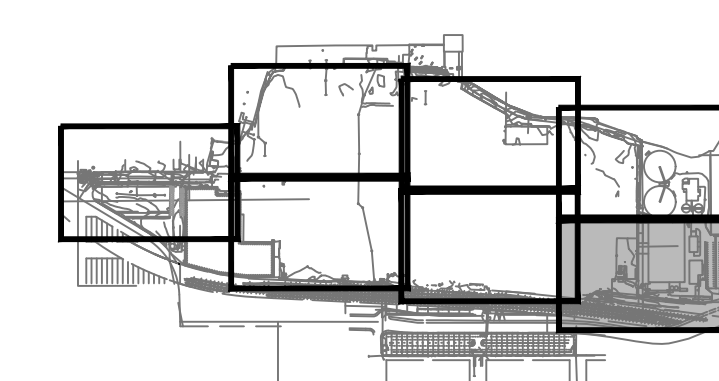
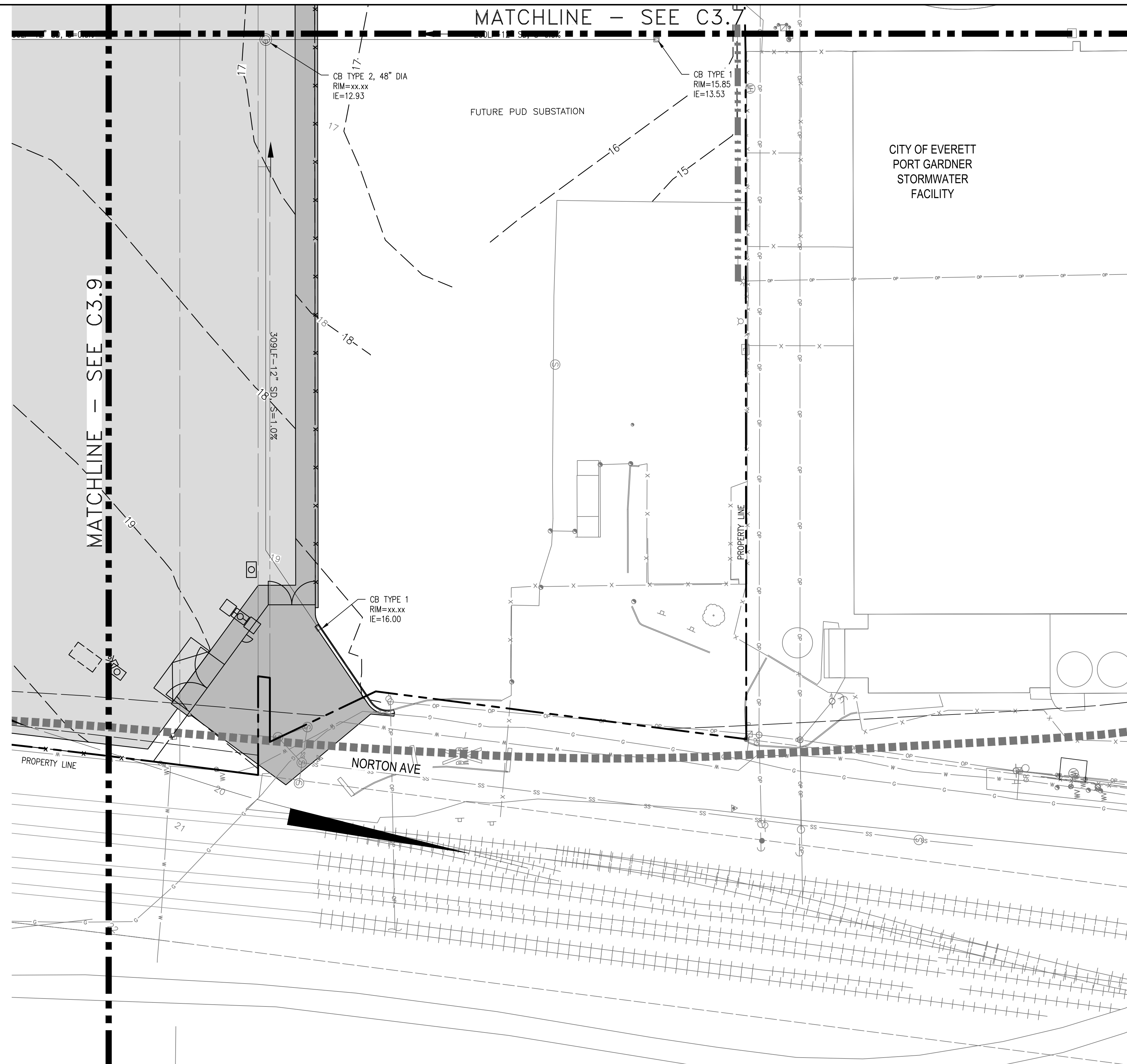
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: 1" = 30'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
GRADING DETAIL PLAN

DWG. NO.	C3.9
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



**CALL 48 HOURS
BEFORE YOU DIG
DIAL 811**

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



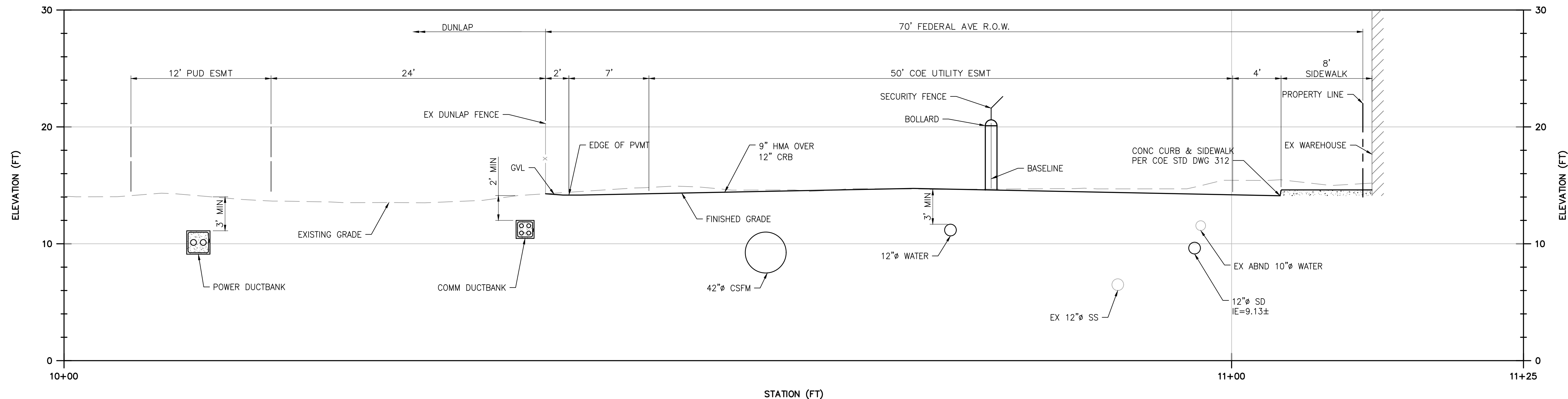
kpff
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

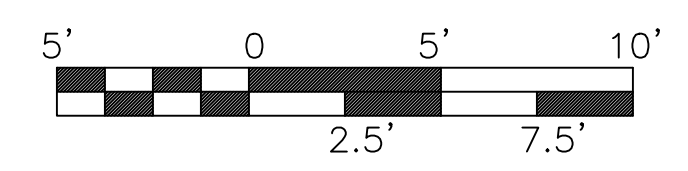
PROJECT ENGINEER: N. WATSON	SCALE: 1" = 30'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
GRADING DETAIL PLAN

DWG. NO.	C3.10
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



A SECTION
 C1.1, C2.1, C3.1 | C3.11 SCALE: 1" = 5' HORIZ, 1"=5' VERT



CALL 48 HOURS
 BEFORE YOU DIG
 DIAL 811

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY

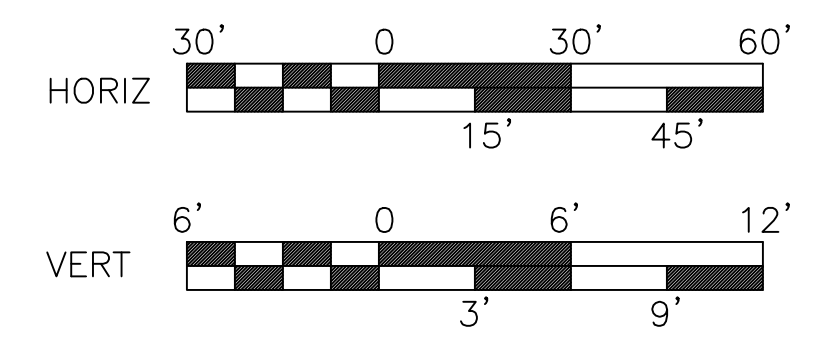
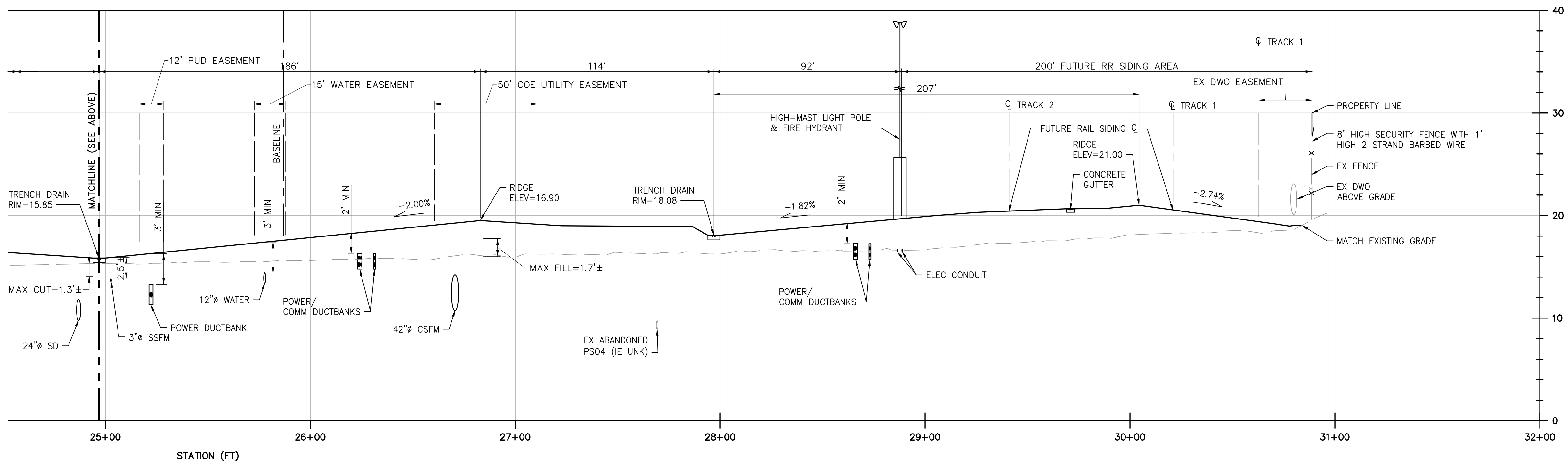
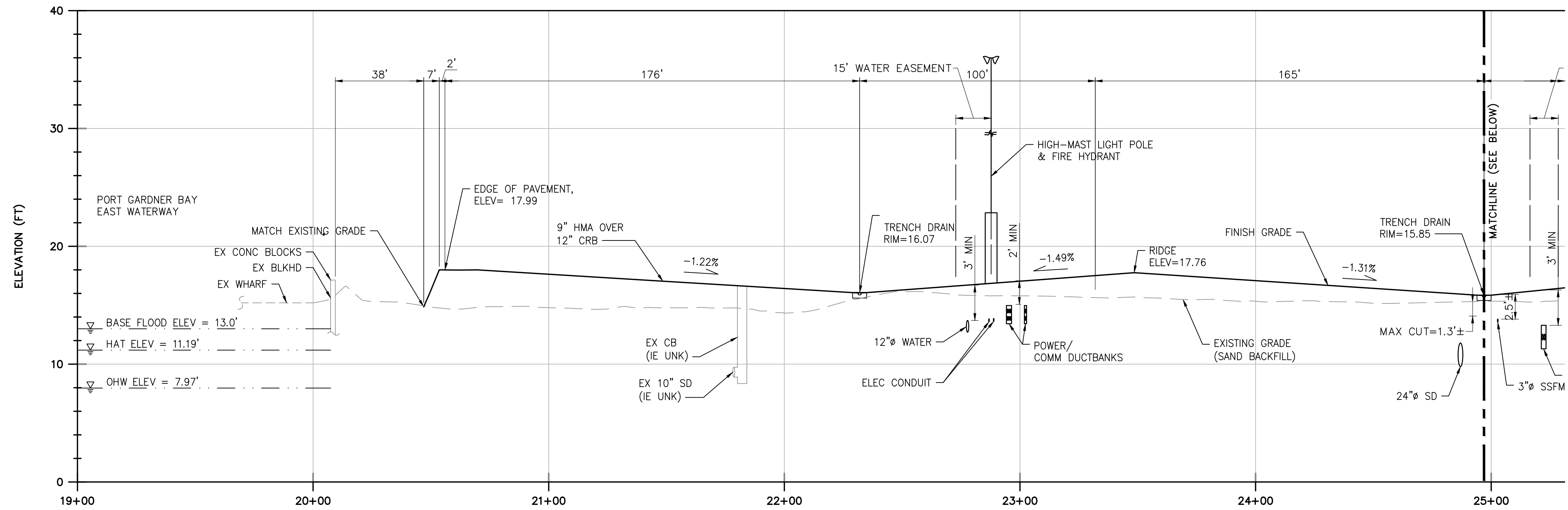


NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 SITE SECTIONS

DWG. NO.	C3.11
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



CALL 48 HOURS
BEFORE YOU DIG
DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

B SECTION
C1.1, C2.1, C3.1, C3.1.2 SCALE: 1"=30' HORIZ, 1"=6' VERT



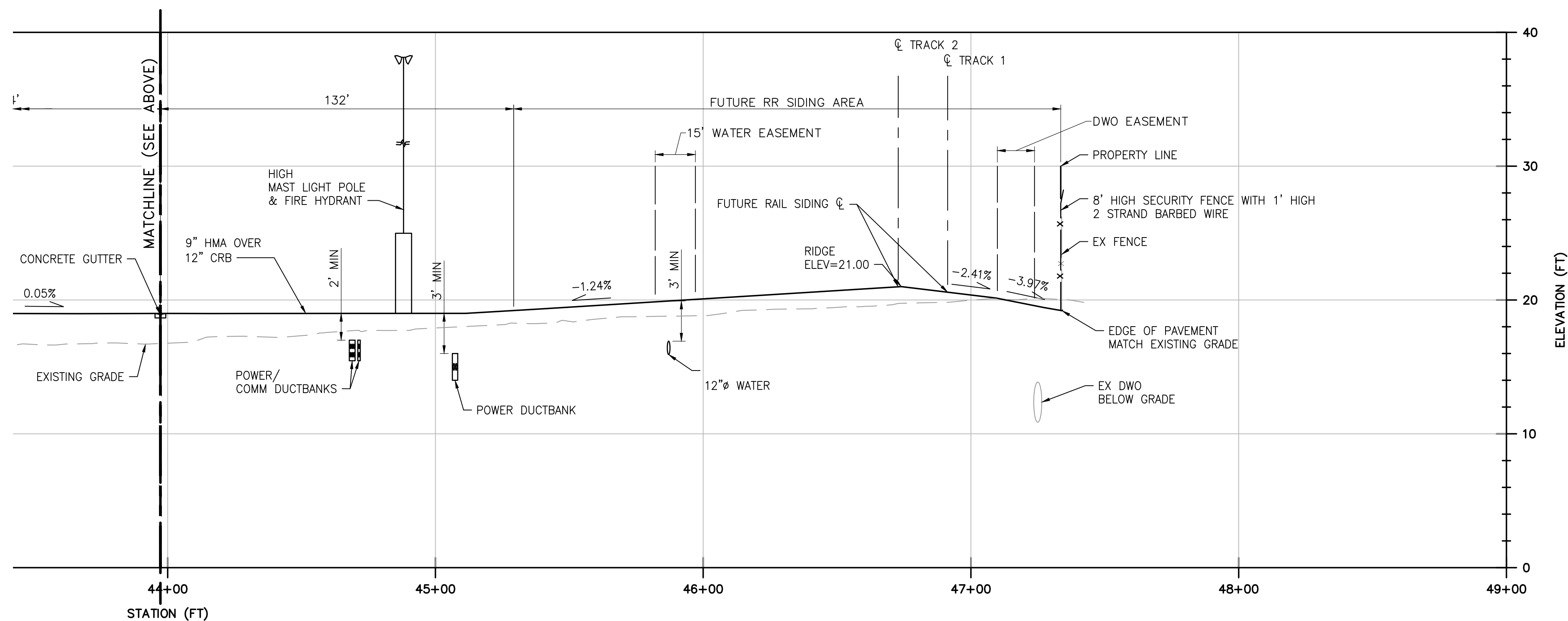
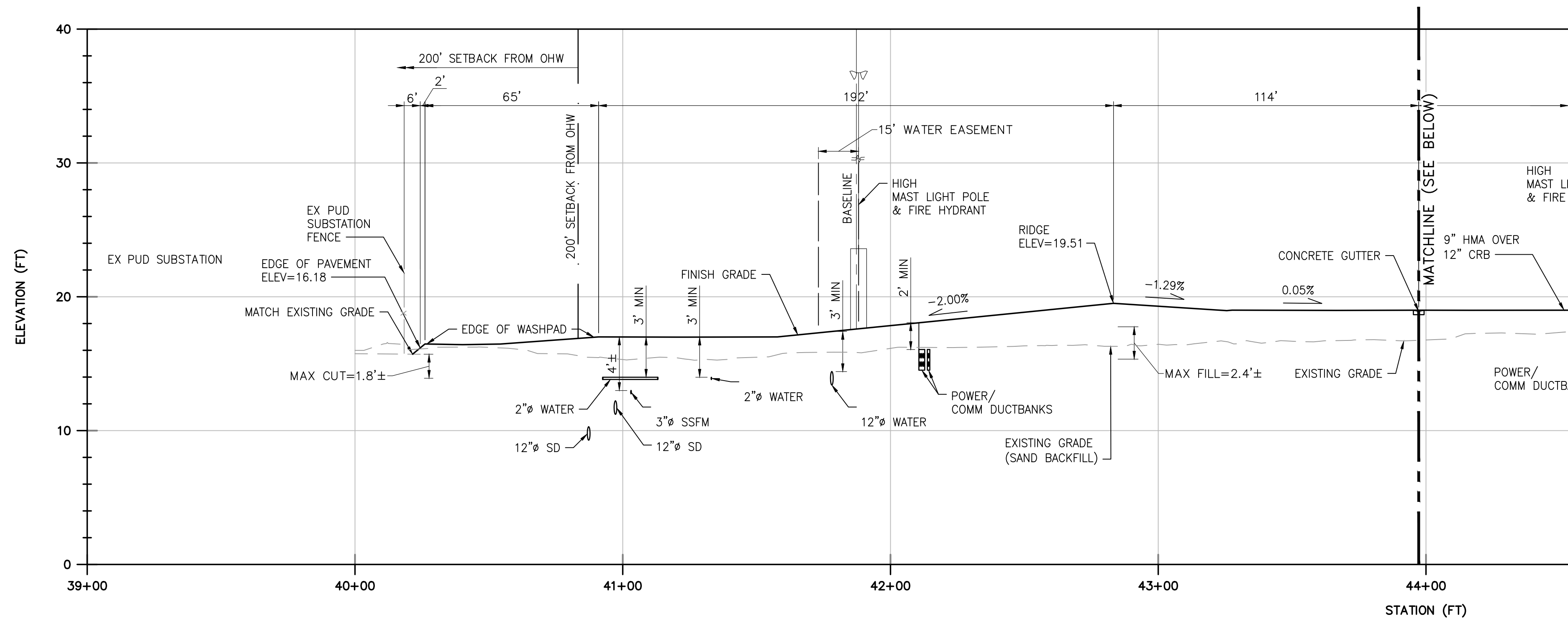
kpff
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(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

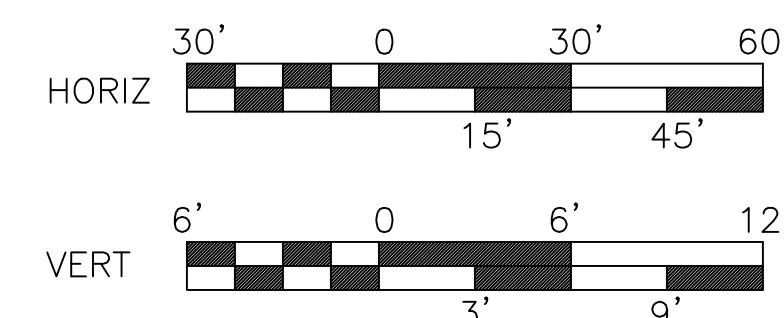
PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
SITE SECTIONS

DWG. NO.	C3.12
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



C SECTION

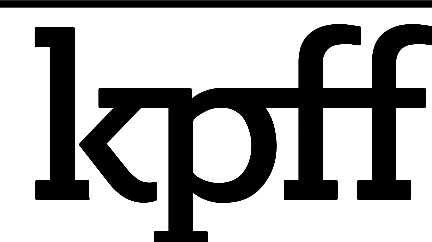
C1.1, C2.1, C3.1 | C3.13 SCALE: 1"=30' HORIZ, 1"=6' VERT



CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORIZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



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 PROJECT NO. 1600120

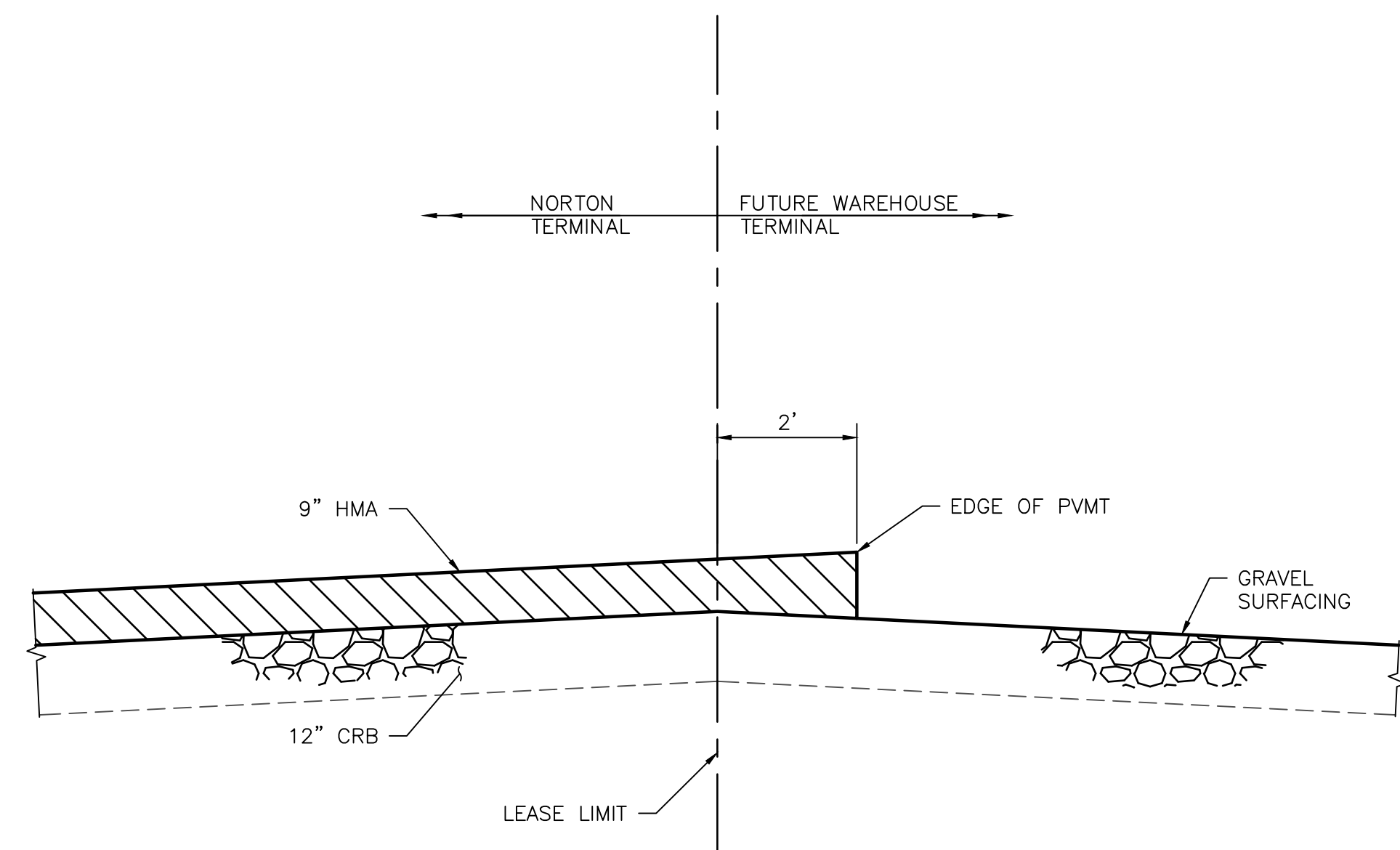
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:
 N. WATSON
 DESIGNED BY:
 J. BECKER
 DRAWN BY:
 K. EDWARDS, D. YU
 APPROVED BY:

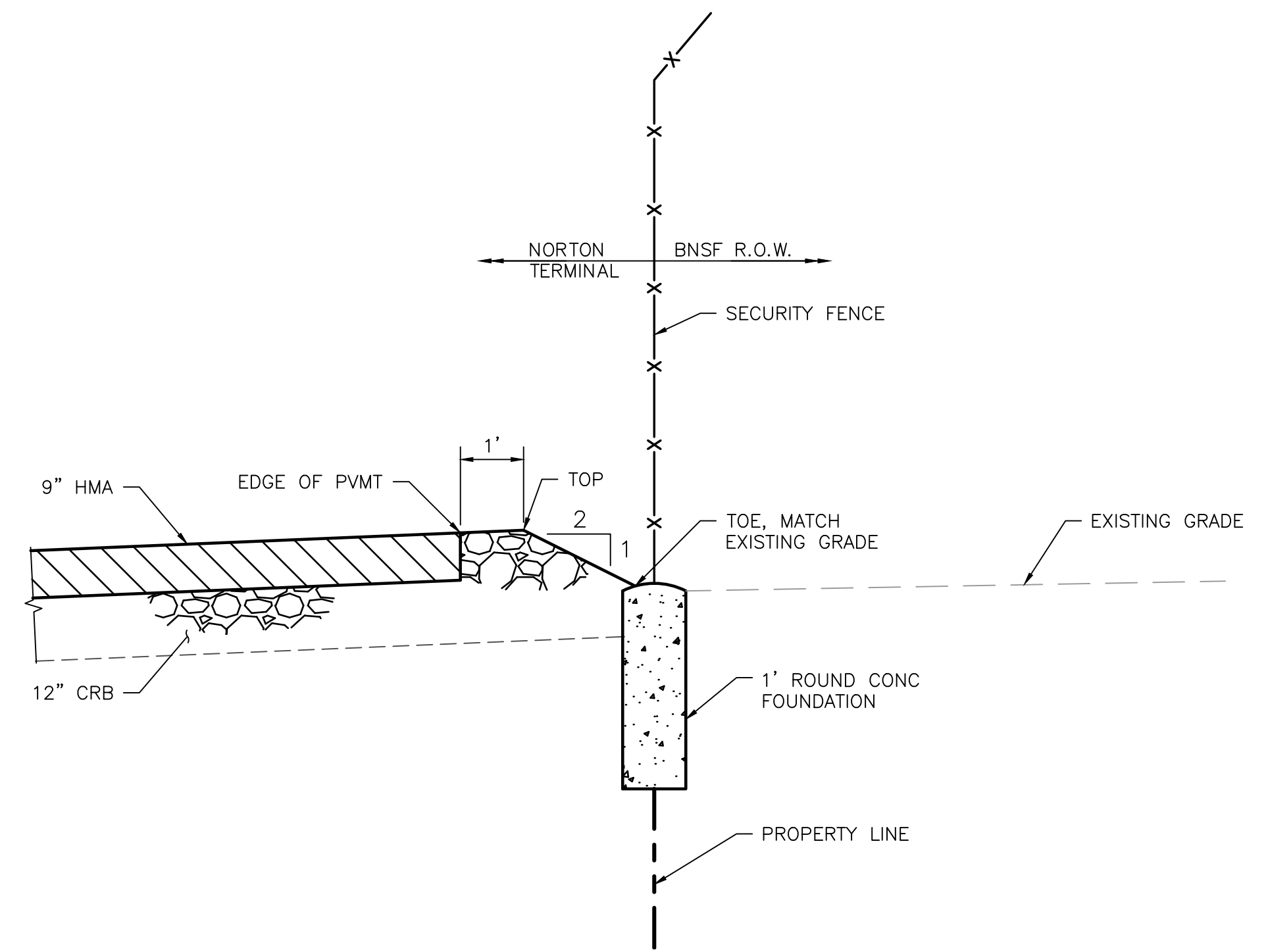
SCALE:
 AS SHOWN
 DATE:
 04/16/2021
 CHECKED BY:
 N. WATSON

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 SITE SECTIONS

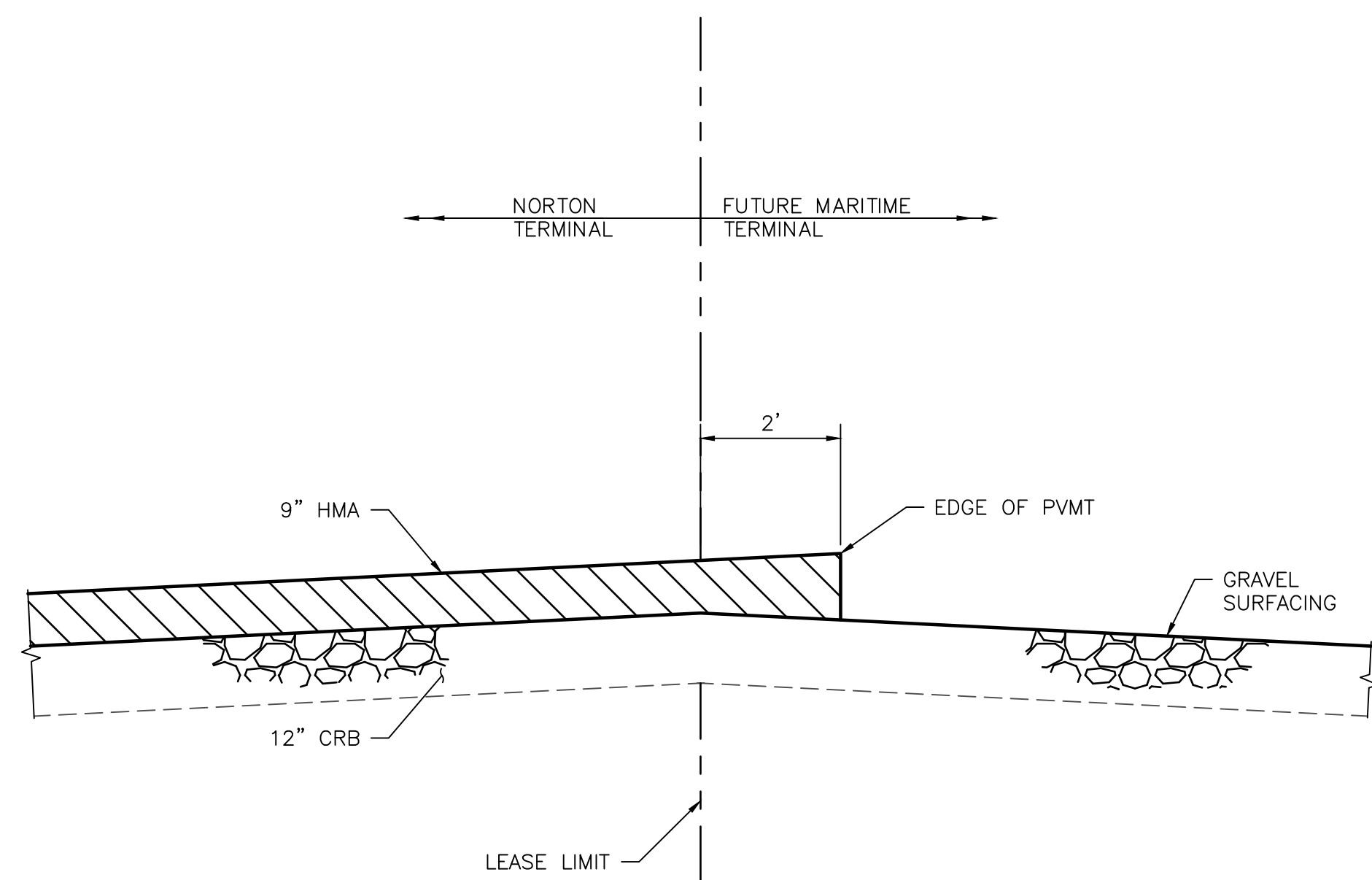
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 CIP NO. 1-8-900-05
 PROJECT NO. MT-NT-2021-02.2
 SHEET NO. XX OF XX



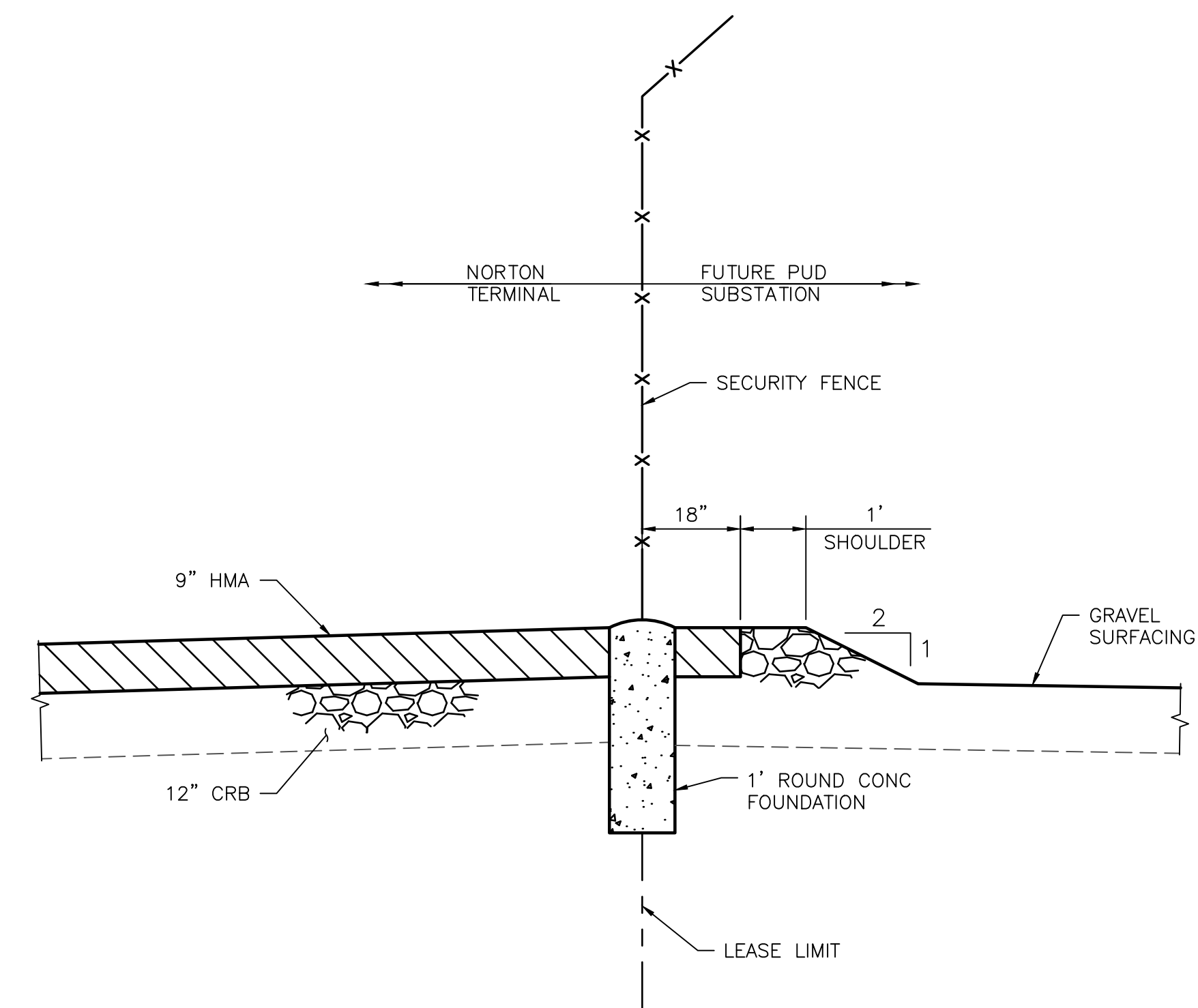
D SECTION – WAREHOUSE NORTH YARD
 C2.1/C3.14 SCALE: 1" = 2'



E SECTION – EASTERN FENCE
 C2.1/C3.14 SCALE: 1" = 2'



F SECTION – FUTURE MARITIME LEASE LIMIT
 C2.1/C3.14 SCALE: 1" = 2'



G SECTION – FUTURE PUD SUBSTATION **90% SUBMITTAL**
 C2.1/C3.14 SCALE: 1" = 2'

CALL 48 HOURS
 BEFORE YOU DIG
 DIAL 811

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



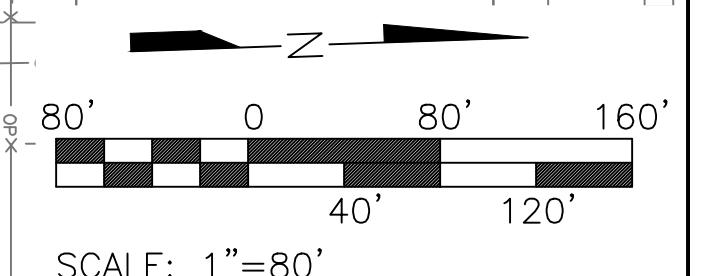
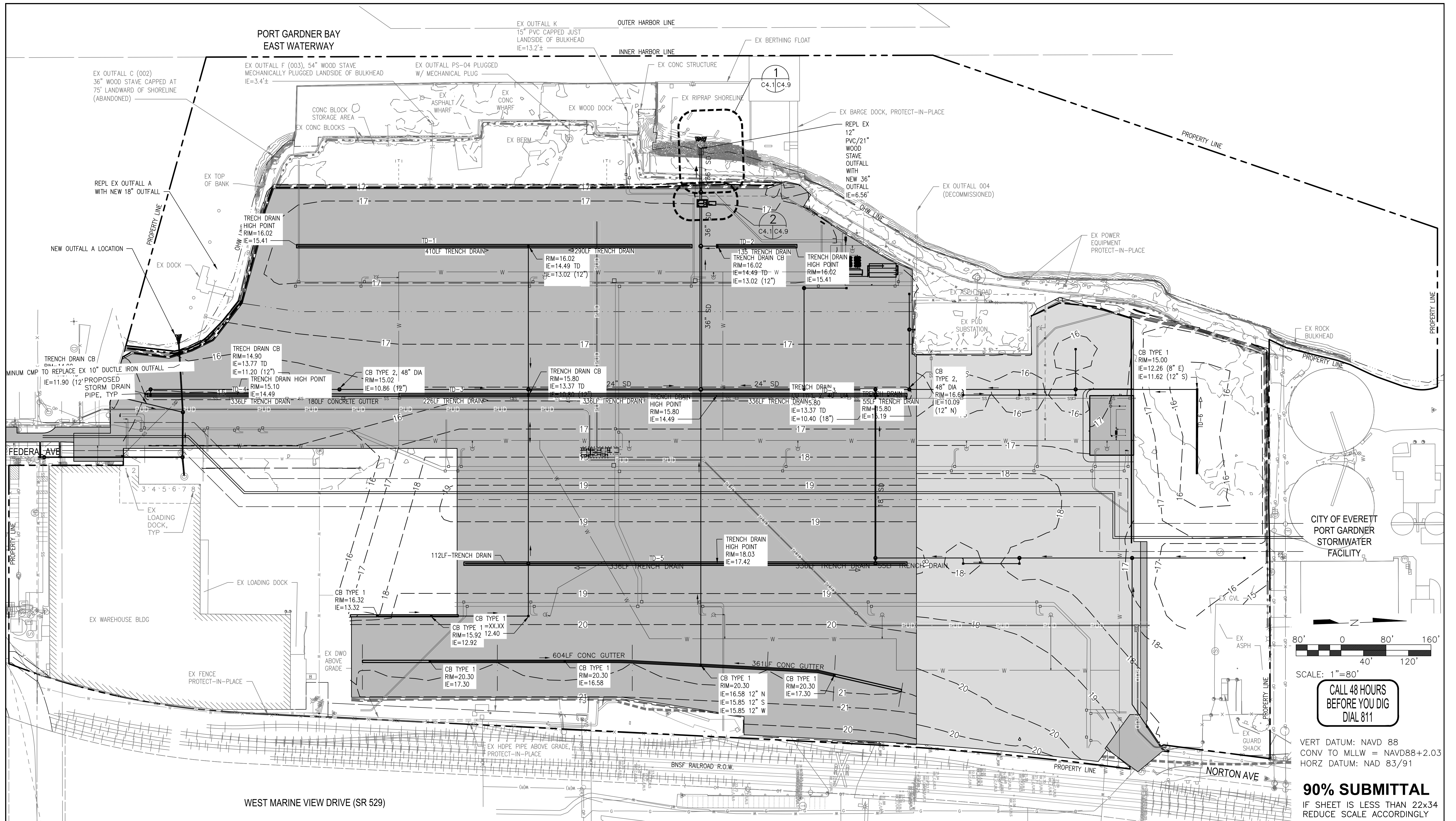
1601 5th Avenue, Suite 1300
 Seattle, Washington 98101
 (206) 382-0600 Fax (206) 382-0500
 PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 SITE SECTIONS

DWG. NO.	C3.14
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



**CALL 48 HOURS
BEFORE YOU DIG
DIAL 811**

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

Port of
EVERETT
P.O. BOX 538
EVERETT, WA 98206
(425) 259-3164

kpff
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: 1" = 80'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
STORMWATER OVERALL PLAN

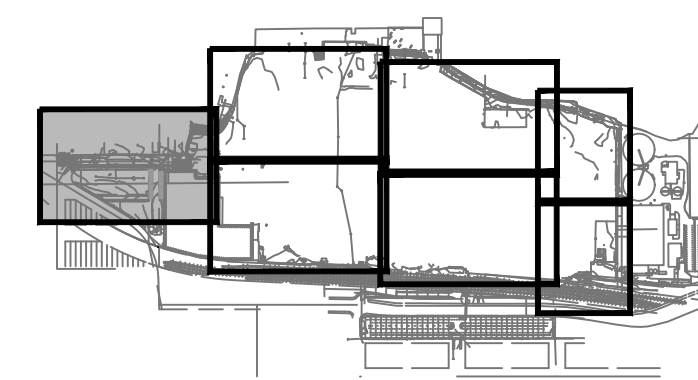
DWG. NO.	C4.1
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX

GENERAL NOTES

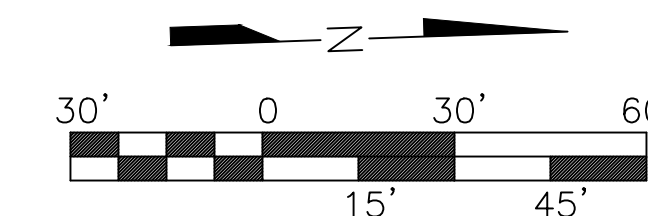
1. ALL WORK BELOW ORDINARY HIGH WATER (OHW) LINE SHALL OCCUR IN THE 'DRY'.
2. EXCAVATION AND PLACEMENT OF ROCK BELOW HTL SHALL OCCUR WITHIN A SINGLE TIDE CYCLE. IF WORK IS NOT COMPLETED WITHIN A SINGLE TIDE CYCLE, TEMPORARILY COVER AND STABILIZE EXPOSED SOILS WITH GRAVEL, GEOTEXTILE OR OTHER APPROVED METHODS PRIOR TO TIDAL SUBMERSION.

CONSTRUCTION KEY NOTES

- ① TEMPORARILY RELOCATE EXISTING RIPRAP AND RESTORE TO ORIGINAL ELEVATION, DEPTH, AND LIMITS FOLLOWING OUTFALL REPLACEMENT
- ② CUT EX 10" OUTFALL & PLUG EACH END WITH CONCRETE CAP



KEYMAP



SCALE: 1"=30'

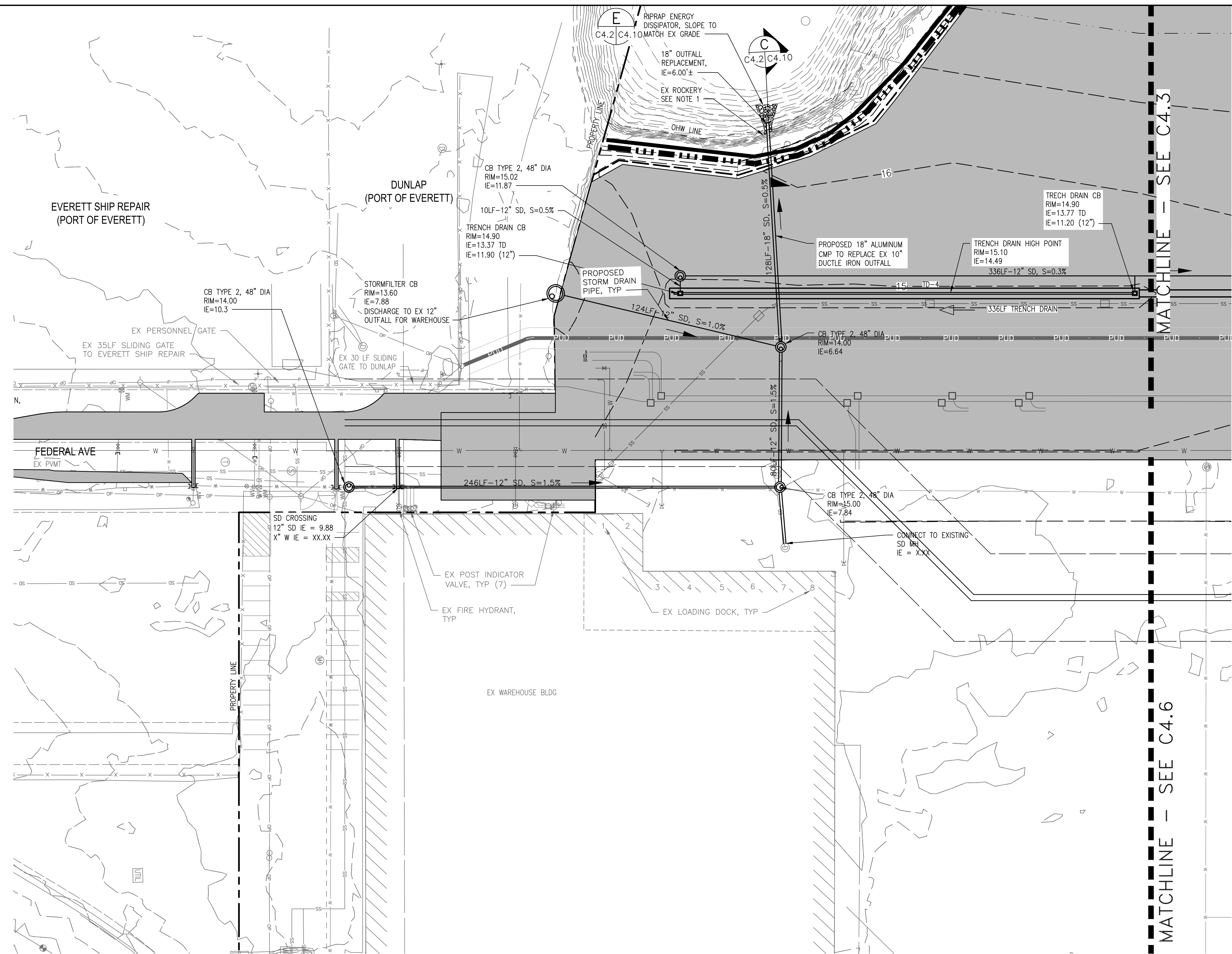
CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

MATCHLINE - SEE C4.3

MATCHLINE - SEE C4.6



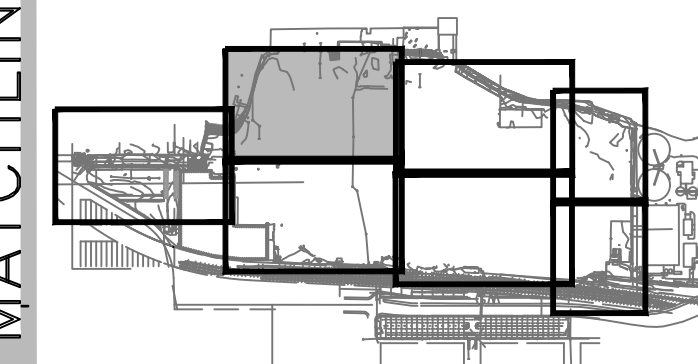
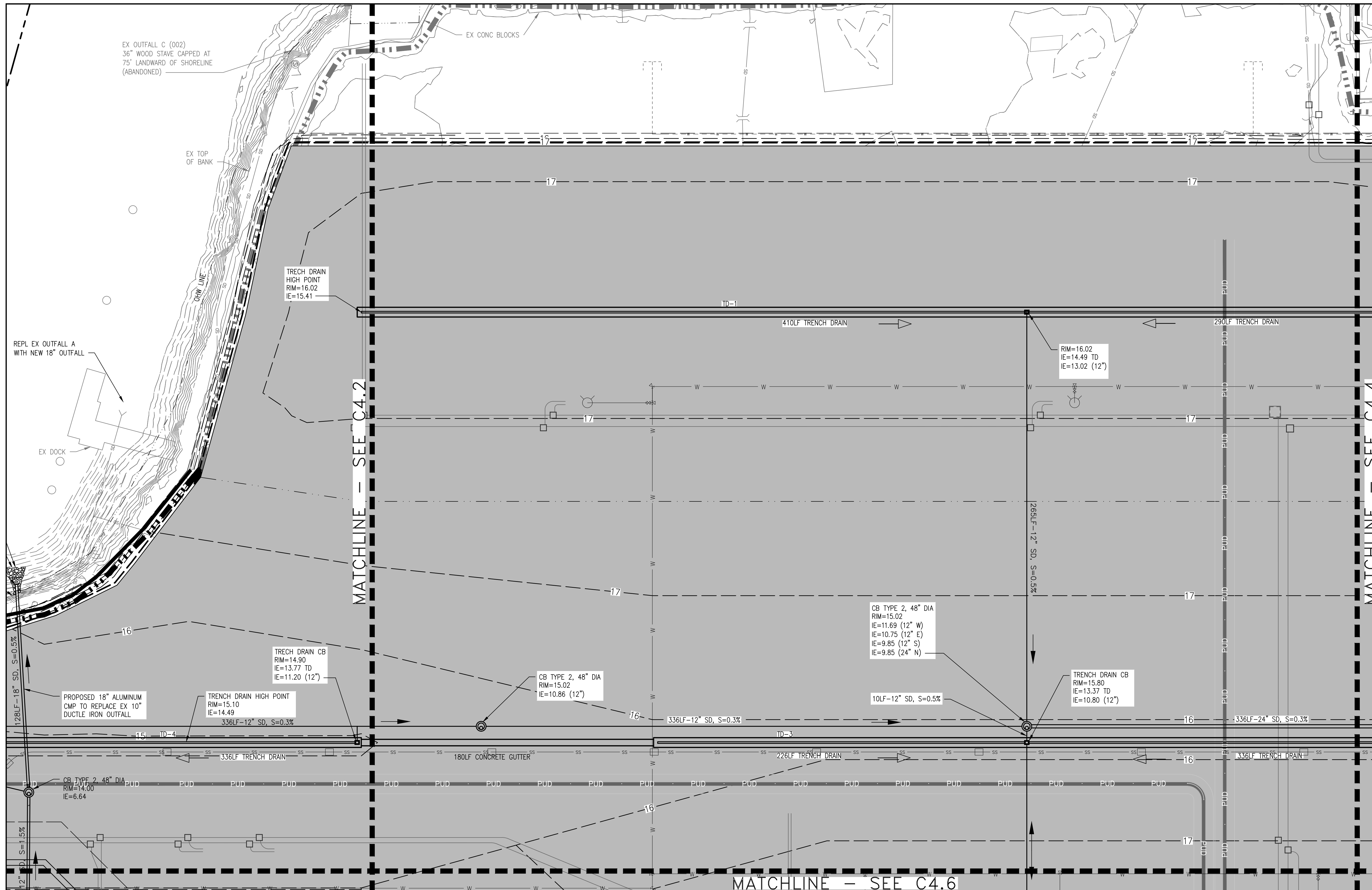
kpff
 1601 5th Avenue, Suite 1300
 Seattle, Washington 98101
 (206) 382-0600 Fax (206) 382-0500
 PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

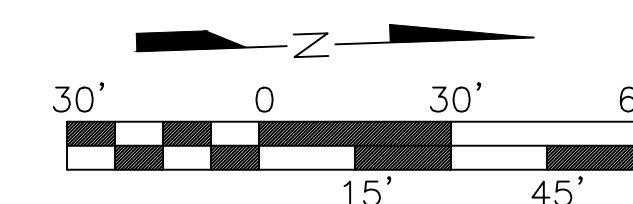
PROJECT ENGINEER: N. WATSON	SCALE: 1" = 30'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 STORMWATER DETAIL PLAN

DWG. NO.	C4.2
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



KEYMAP



SCALE: 1"=30'

CALL 48 HOURS
BEFORE YOU DIG
DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:
N. WATSON

DESIGNED BY:
J. BECKER

DRAWN BY:
K. EDWARDS, D. YU

APPROVED BY:

SCALE:
1" = 30'

DATE:
04/16/2021

CHECKED BY:
N. WATSON

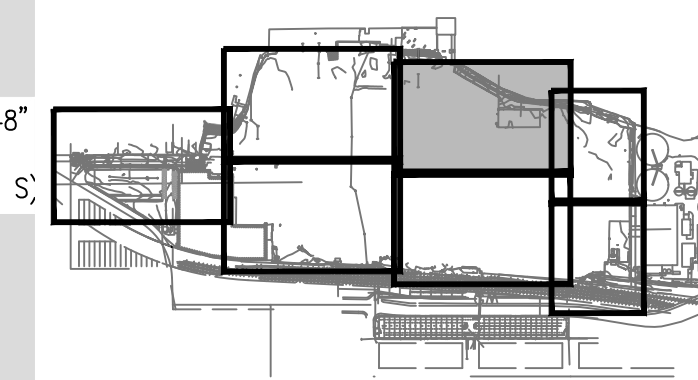
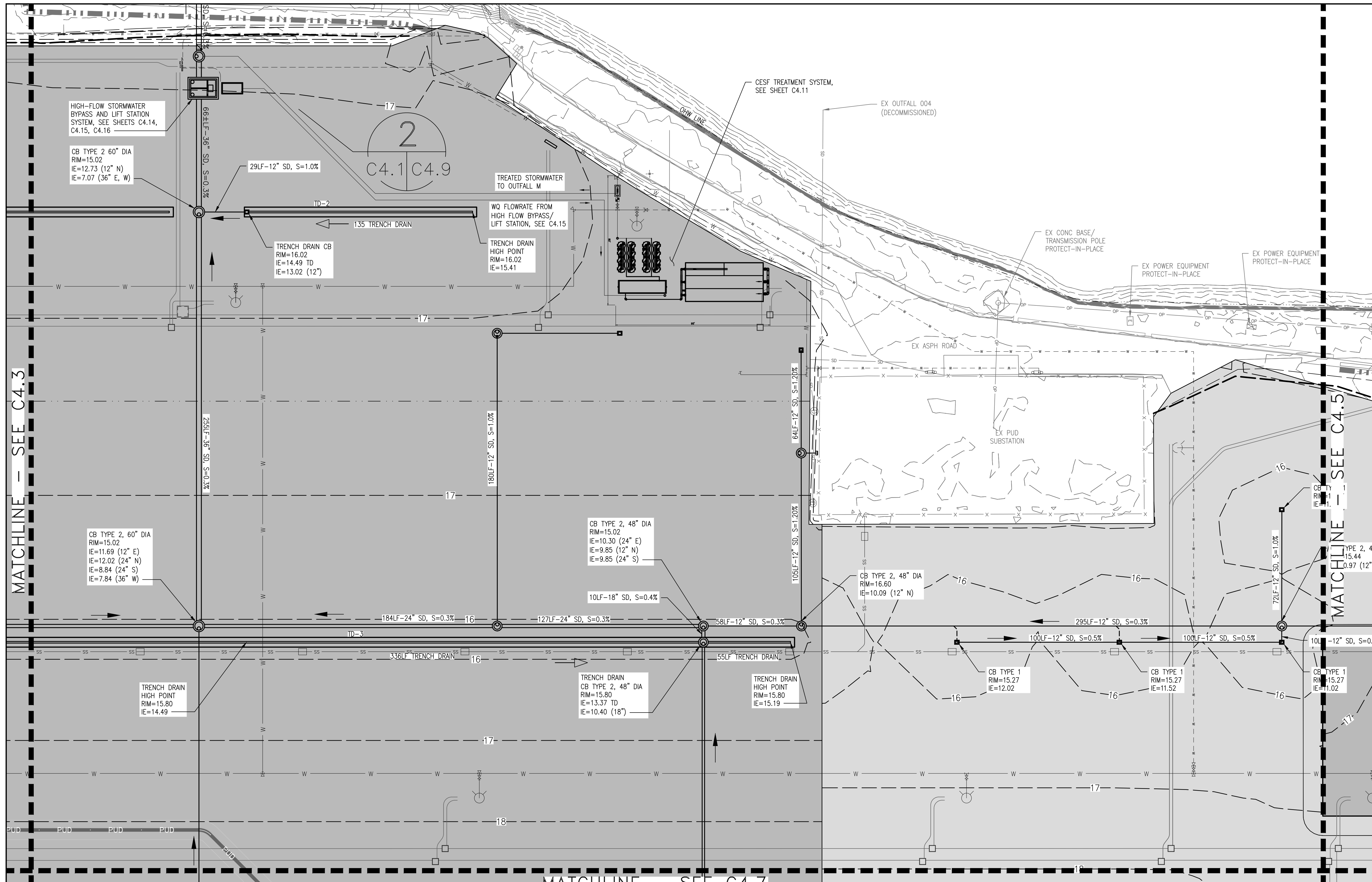
PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
STORMWATER DETAIL PLAN

DWG. NO. **C4.3**

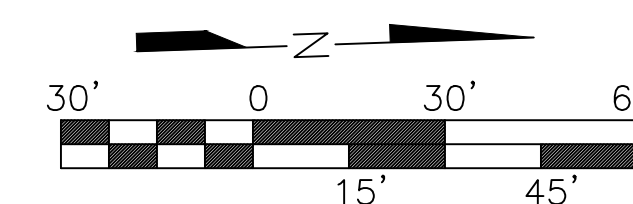
CIP NO. 1-8-900-05

PROJECT NO. MT-NT-2021-02.2

SHEET NO. XX OF XX



KEYMAP



SCALE: 1"=30'

CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



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 PROJECT NO. 1600120

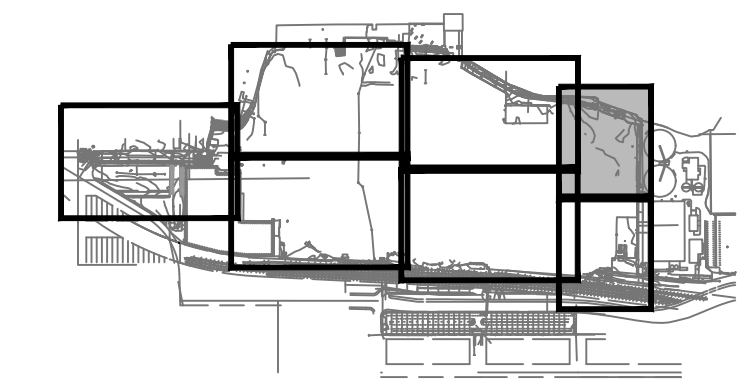
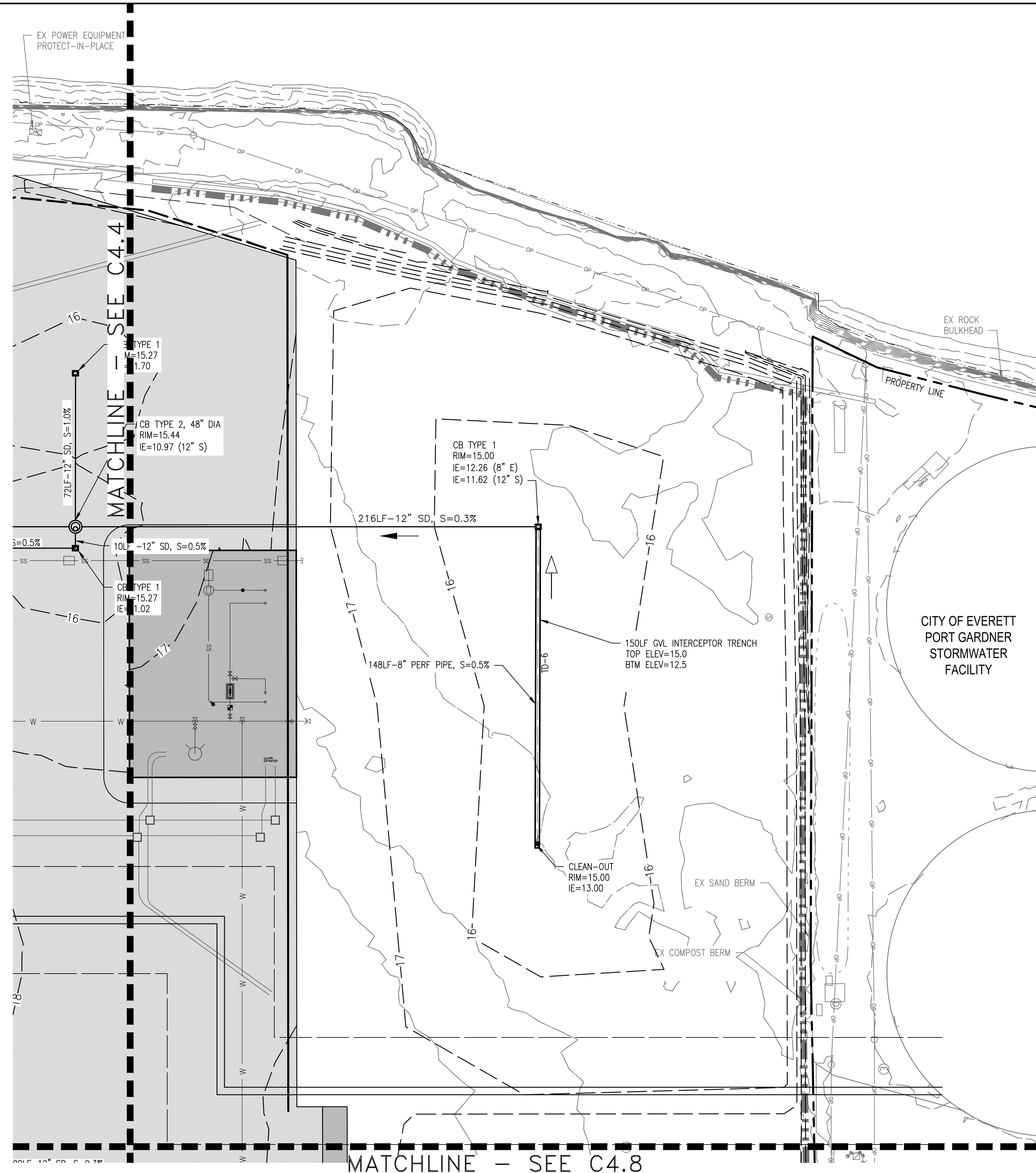
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:
 N. WATSON
 DESIGNED BY:
 J. BECKER
 DRAWN BY:
 K. EDWARDS, D. YU
 APPROVED BY:

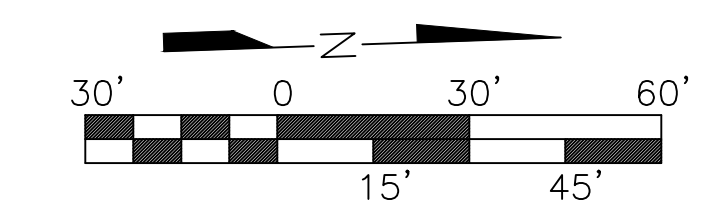
SCALE:
 1" = 30'
 DATE:
 04/16/2021
 CHECKED BY:
 N. WATSON

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 STORMWATER DETAIL PLAN

DWG. NO. **C4.4**
 CIP NO. 1-8-900-05
 PROJECT NO. MT-NT-2021-02.2
 SHEET NO. XX OF XX



KEYMAP



SCALE: 1"=30'

CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

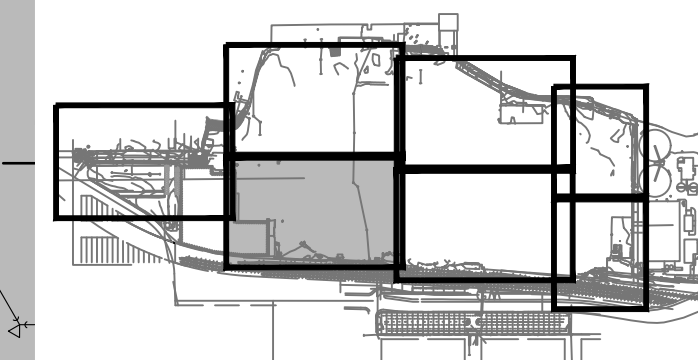
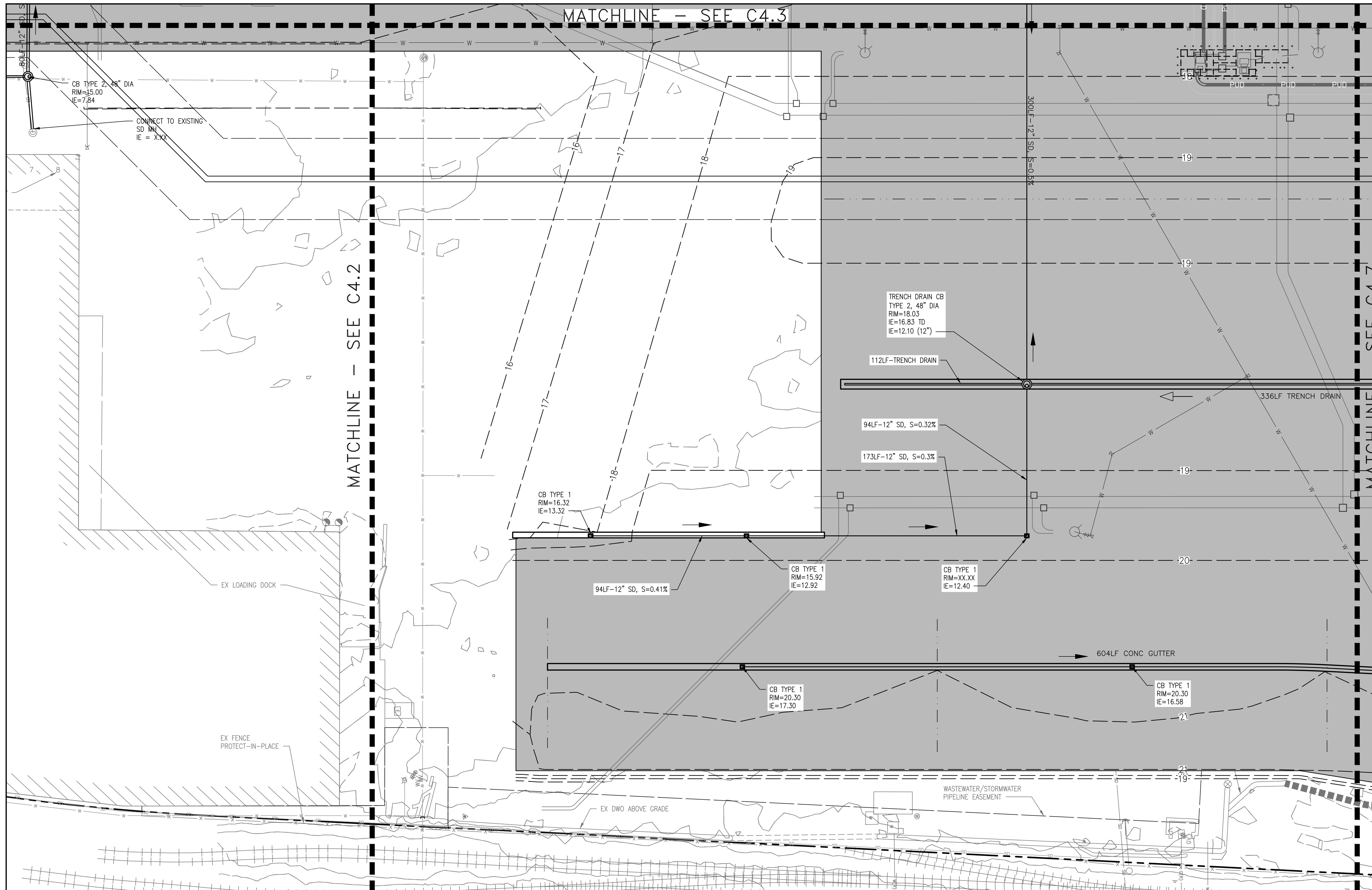
PROJECT ENGINEER: N. WATSON	SCALE: 1" = 30'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 STORMWATER DETAIL PLAN

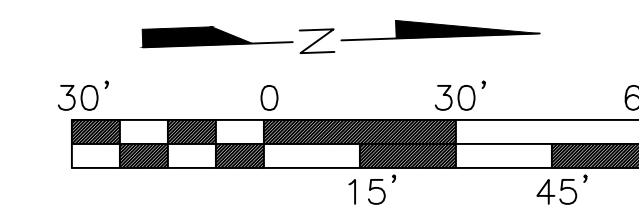
DWG. NO.	C4.5
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



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 Seattle, Washington 98101
 (206) 382-0600 Fax (206) 382-0500
 PROJECT NO. 1600120



KEYMAP

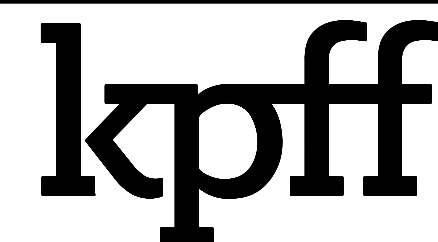


SCALE: 1"=30'

CALL 48 HOURS
BEFORE YOU DIG
DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



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PROJECT NO. 1600120

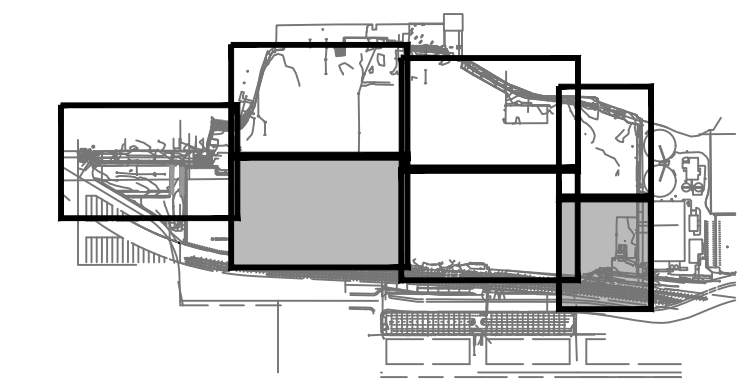
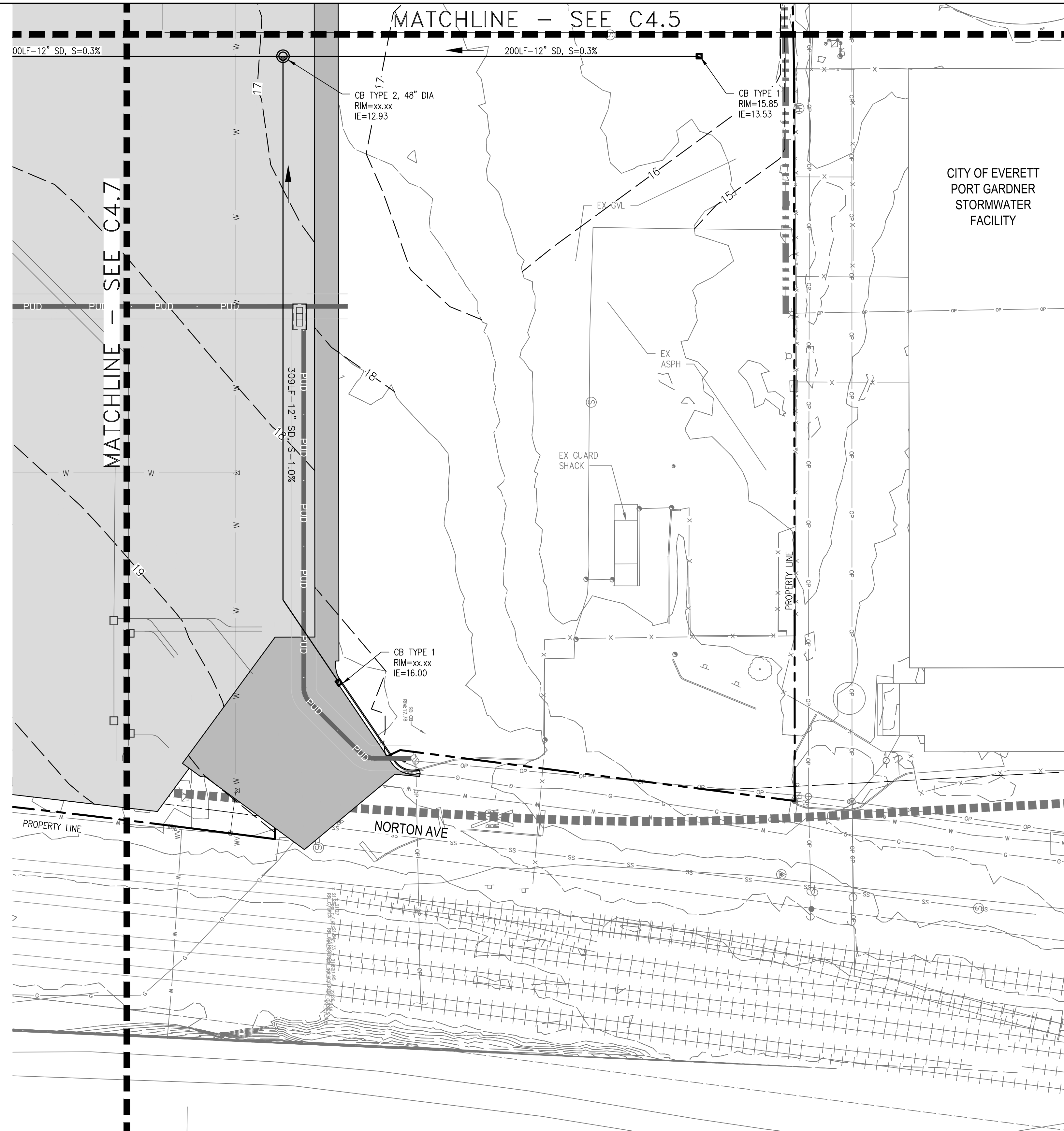
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:
N. WATSON
DESIGNED BY:
J. BECKER
DRAWN BY:
K. EDWARDS, D. YU
APPROVED BY:

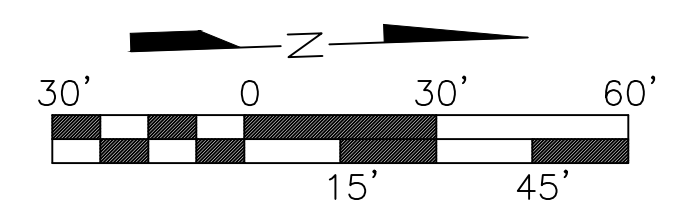
SCALE:
1" = 30'
DATE:
04/16/2021
CHECKED BY:
N. WATSON

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
STORMWATER DETAIL PLAN

DWG. NO. **C4.6**
CIP NO. 1-8-900-05
PROJECT NO. MT-NT-2021-02.2
SHEET NO. XX OF XX



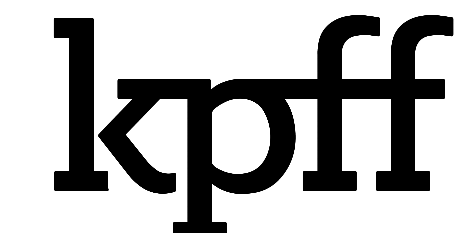
KEYMAP



CALL 48 HOURS
BEFORE YOU DIG
DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



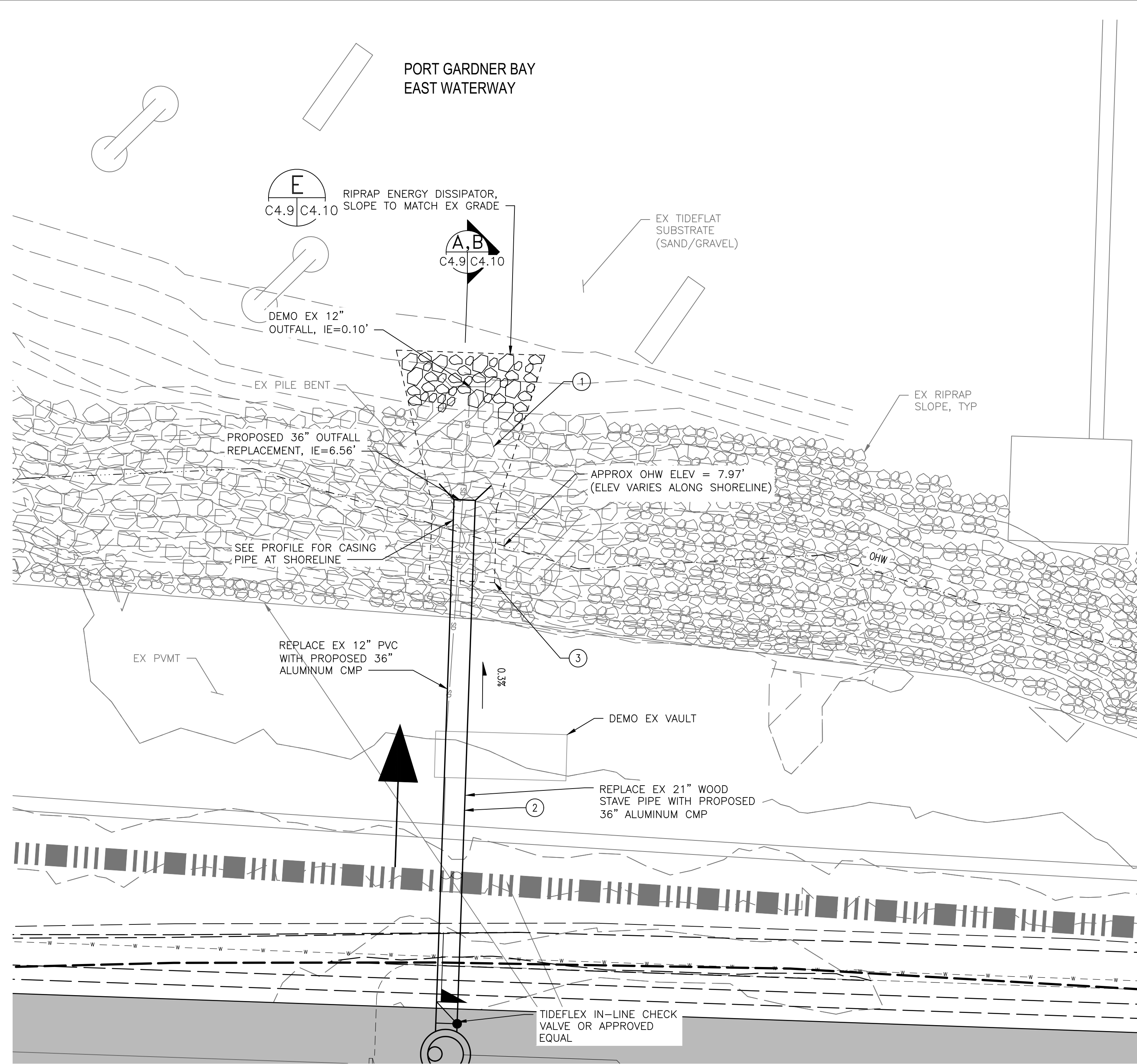
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

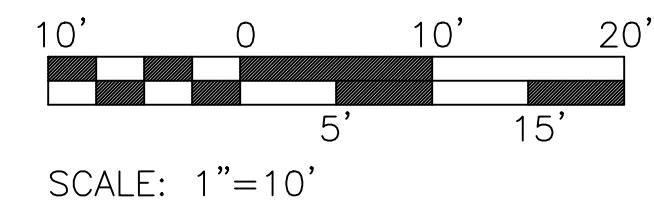
PROJECT ENGINEER: N. WATSON	SCALE: 1" = 30'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
STORMWATER DETAIL PLAN

DWG. NO.	C4.8
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



1 OUTFALL M DETAIL PLAN
C4.1 | C4.9

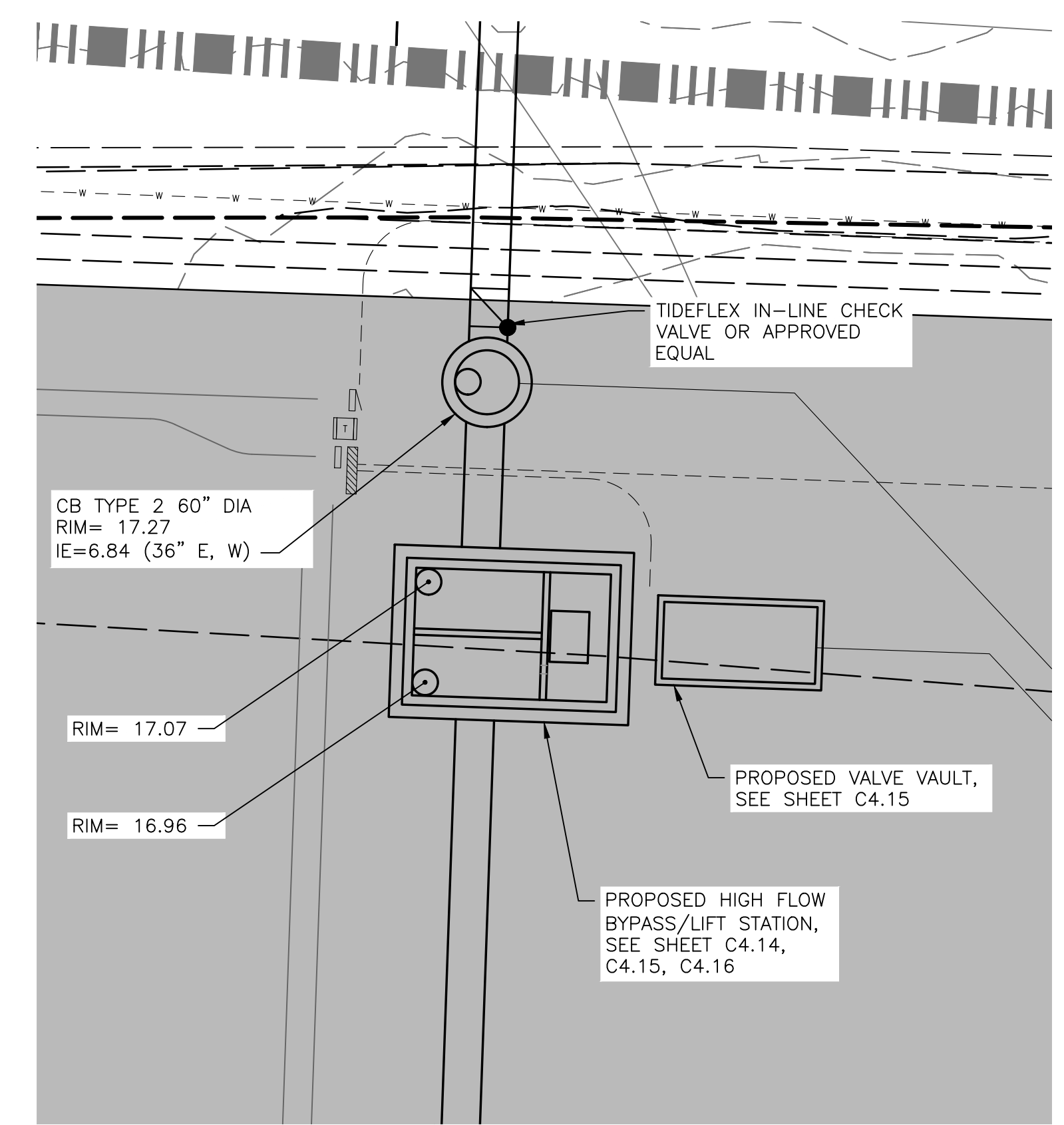


GENERAL NOTES

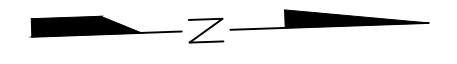
1. ALL WORK BELOW ORDINARY HIGH WATER (OHW) LINE SHALL OCCUR IN THE "DRY".
2. EXCAVATION AND PLACEMENT OF ROCK BELOW HTL SHALL OCCUR WITHIN A SINGLE TIDE CYCLE. IF WORK IS NOT COMPLETED WITHIN A SINGLE TIDE CYCLE, TEMPORARILY COVER AND STABILIZE EXPOSED SOILS WITH GRAVEL, GEOTEXTILE OR OTHER APPROVED METHODS PRIOR TO TIDAL SUBMERSION.

CONSTRUCTION KEY NOTES

- 1 TEMPORARILY RELOCATE EXISTING RIPRAP AND RESTORE TO ORIGINAL ELEVATION, DEPTH, AND LIMITS FOLLOWING OUTFALL REPLACEMENT.
- 2 KEY RESTORED RIPRAP INTO EXISTING RIPRAP FOLLOWING OUTFALL REPLACEMENT WORK.



2 HIGH-FLOW BYPASS & LIFT STATION DETAIL PLAN
C4.1 | C4.9



CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



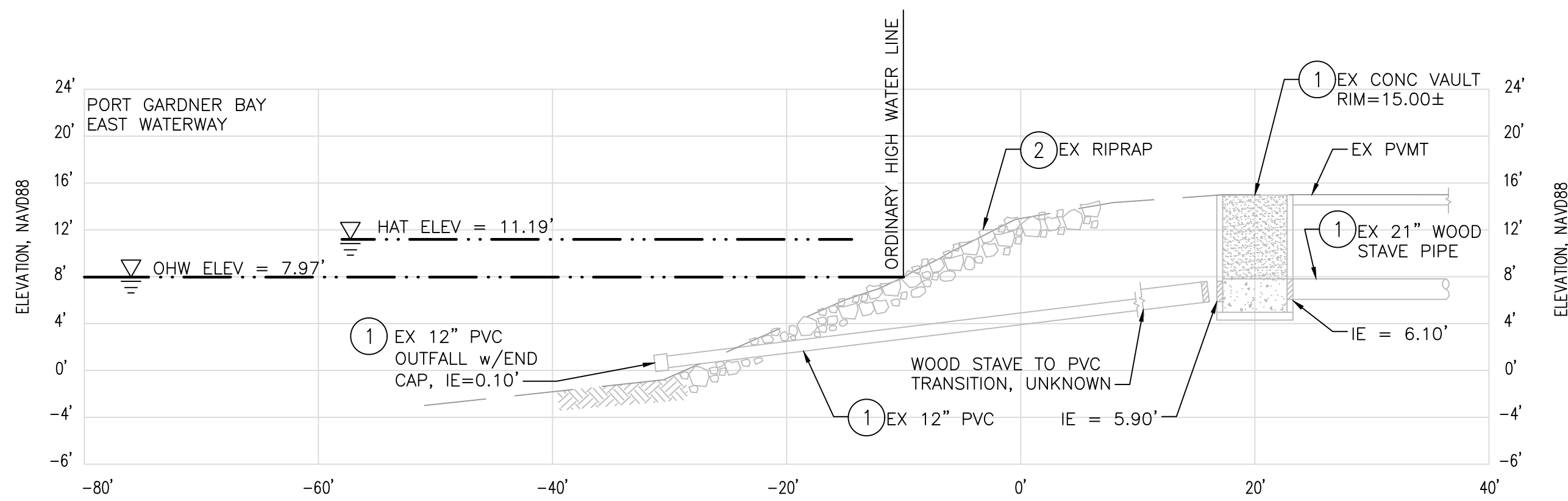
kpff
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

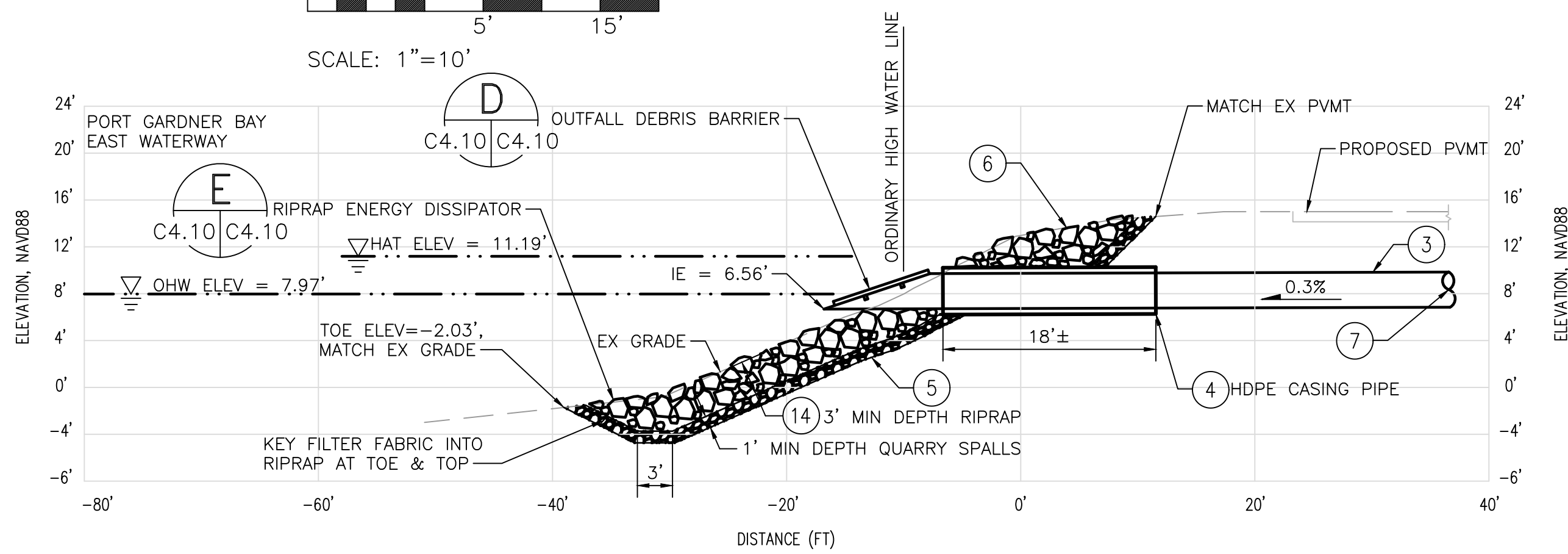
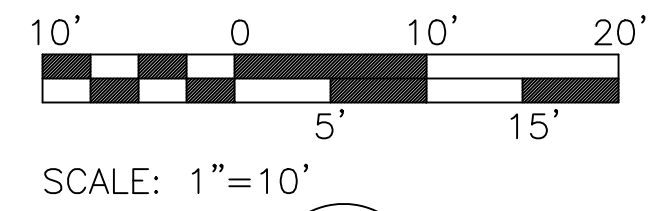
PROJECT ENGINEER: N. WATSON	SCALE: 1" = 10'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
STORMWATER DETAIL PLAN
OUTFALL M

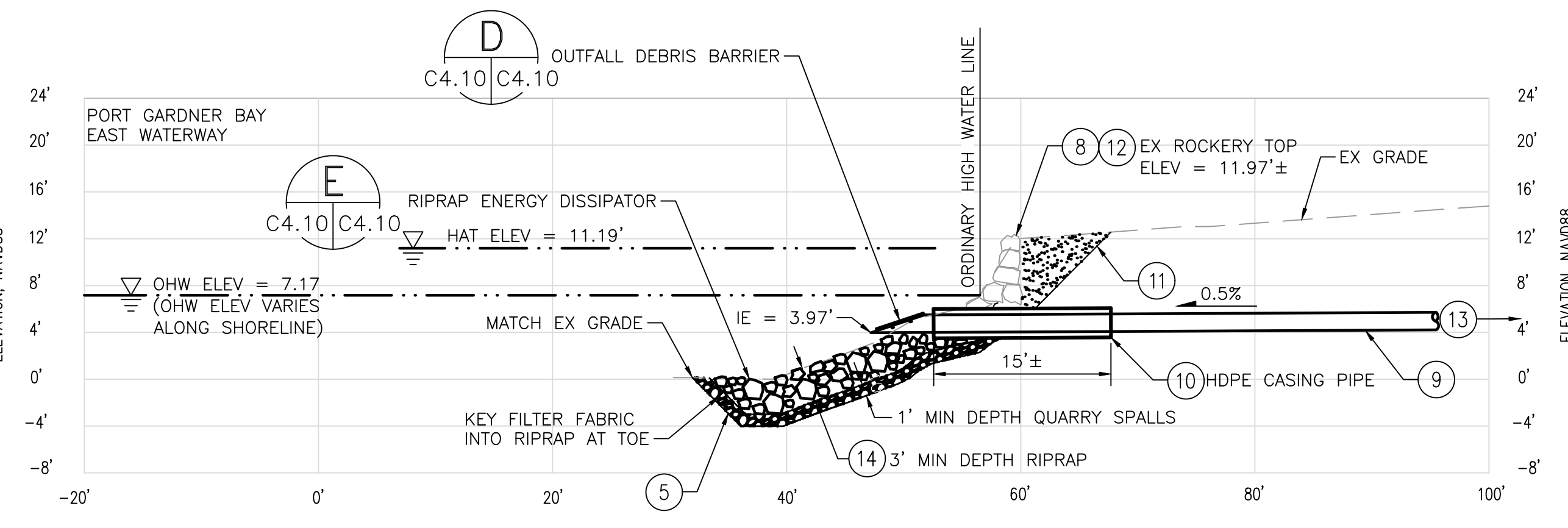
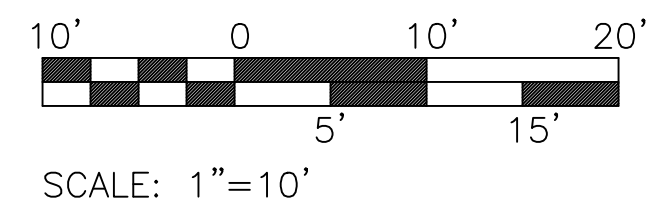
DWG. NO.	C4.9
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



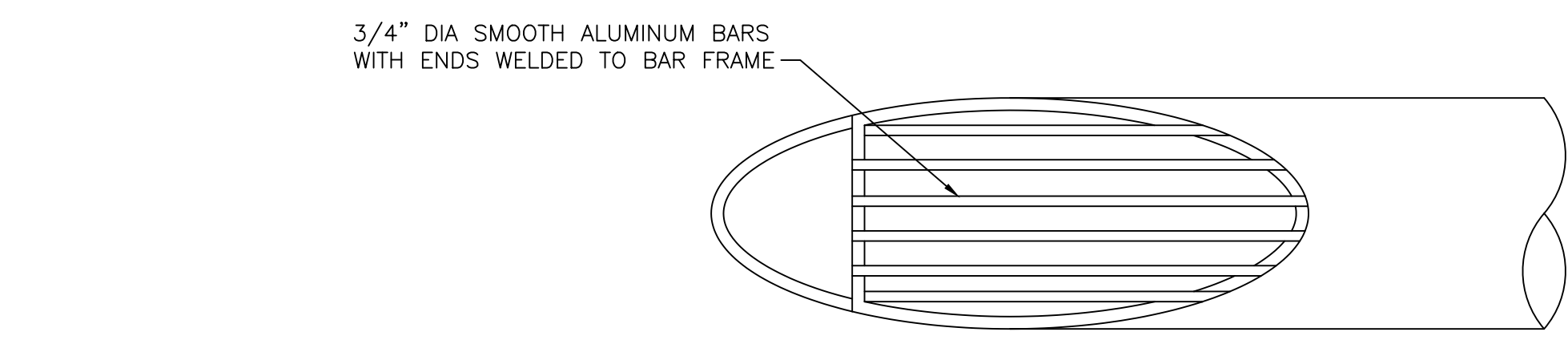
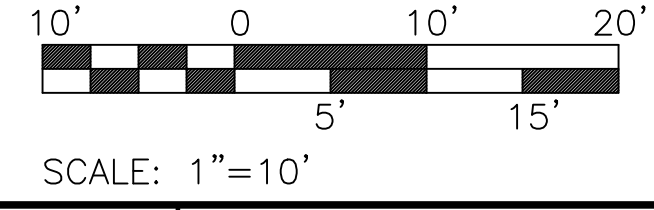
A EXISTING CONDITION & DEMO PROFILE - OUTFALL M



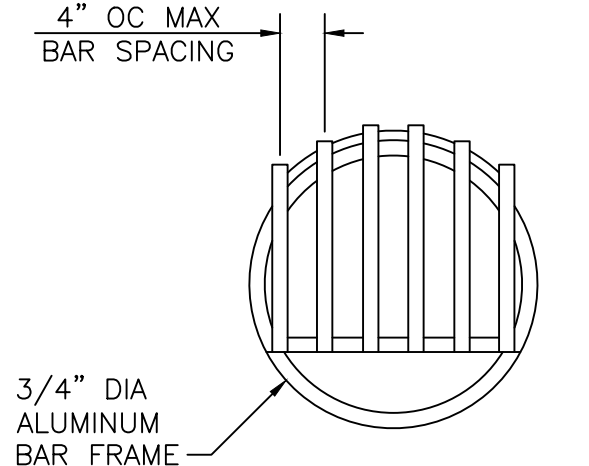
B DEVELOPED CONDITION & DEMO PROFILE - OUTFALL M



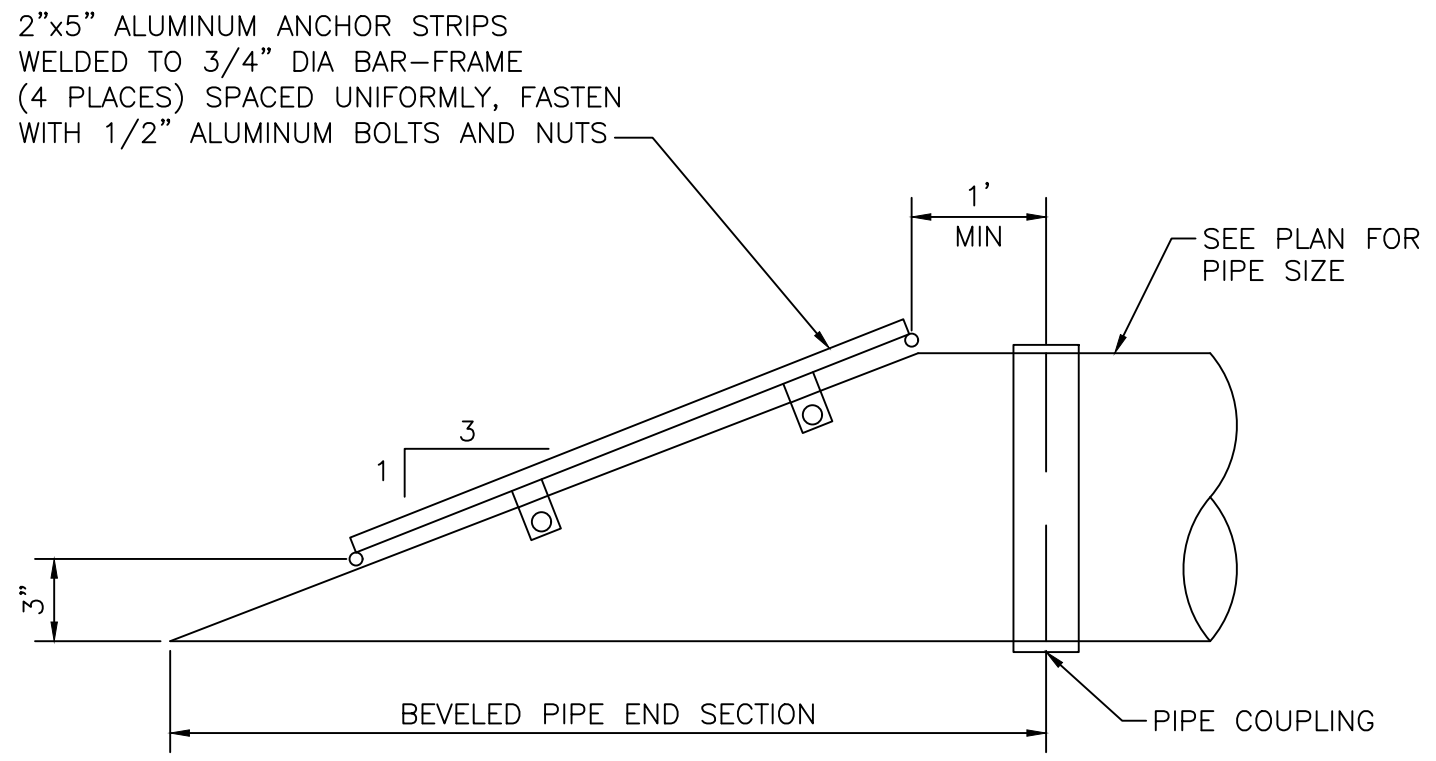
C DEVELOPED CONDITION & DEMO PROFILE - OUTFALL A



PLAN VIEW



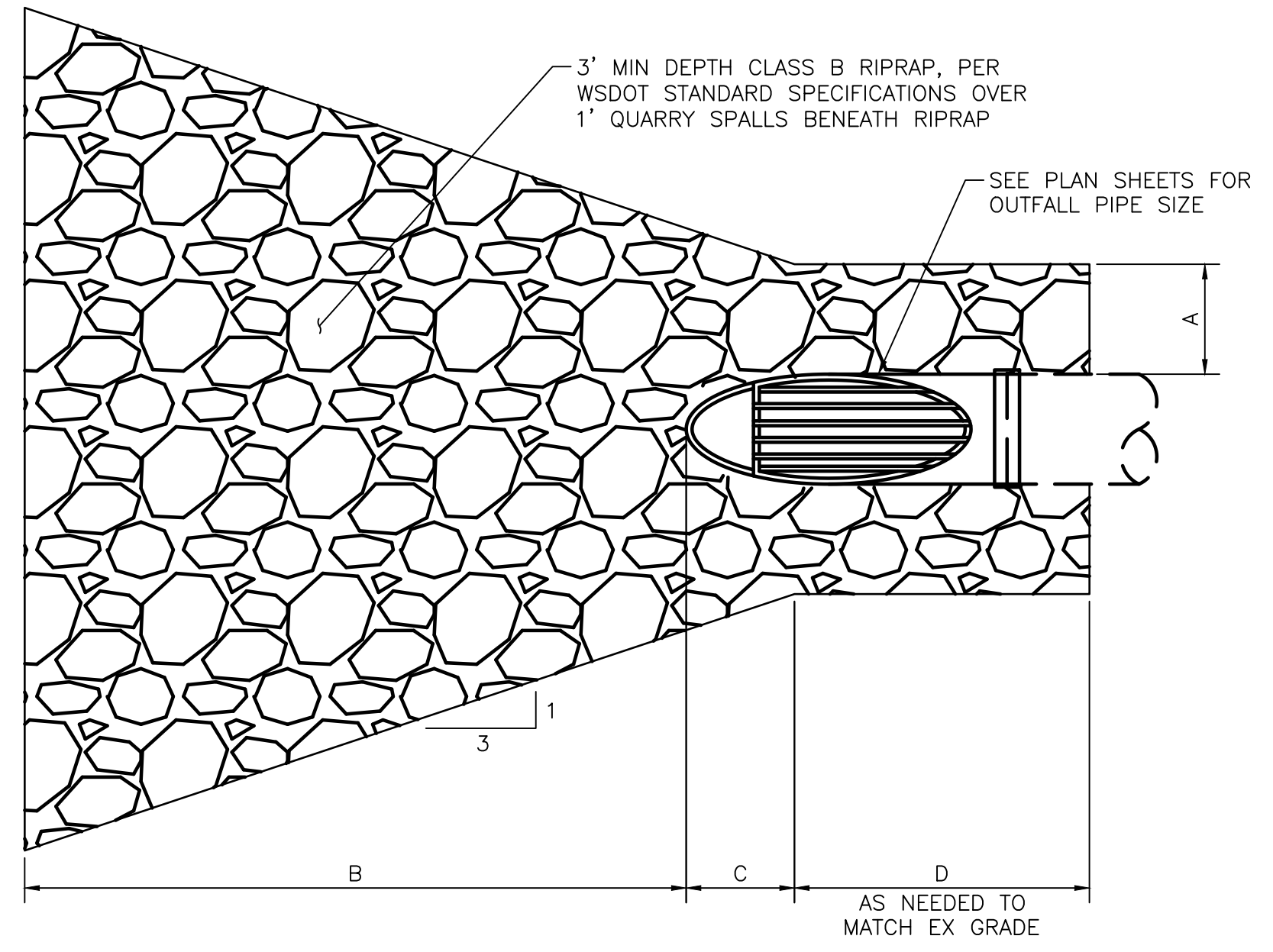
END VIEW



SIDE VIEW

D DETAIL - OUTFALL DEBRIS BARRIER

C4.10/C4.10 SCALE: NTS



E DETAIL - RIPRAP ENERGY DISSIPATOR

C4.2, C4.9, C4.10/C4.10 SCALE: NTS

GENERAL NOTES

- ALL WORK BELOW ORDINARY HIGH WATER (OHW) LINE SHALL OCCUR IN THE 'DRY'.
- EXCAVATION AND PLACEMENT OF ROCK BELOW HTL WILL OCCUR IN THE 'DRY' WITHIN A SINGLE TIDE CYCLE. WORK THAT CANNOT BE COMPLETED IN A SINGLE TIDE CYCLE SHALL TEMPORARILY COVER AND STABILIZE EXPOSED SOILS WITH GRAVEL, GEOTEXTILE OR OTHER APPROVED METHODS PRIOR TO TIDAL SUBMERSION.

CONSTRUCTION KEY NOTES

- DEMOLISH AND REMOVE.
- TEMPORARILY RELOCATE EXISTING RIPRAP TO ACCOMMODATE OUTFALL REPLACEMENT WORK.
- REPLACE EXISTING 12" PVC OUTFALL WITH NEW 36" ALUMINUM CMP.
- INSTALL 48" HDPE PIPE TO ENCASE 36" ALUMINUM CMP OUTFALL PIPE. FILL ANNULAR SPACE WITH NON-SHRINK GROUT.
- COVER EXCAVATED, EXPOSED SUBGRADE SOILS WITH FILTER FABRIC PRIOR TO QUARRY SPALL PLACEMENT.
- RESTORE EXISTING RIPRAP TO ORIGINAL ELEVATION, DEPTH, AND LIMITS FOLLOWING OUTFALL REPLACEMENT.
- PIPE TO UPLAND STORM DRAIN SYSTEM.
- TEMPORARILY RELOCATE EXISTING ROCKERY TO ACCOMMODATE OUTFALL INSTALLATION.
- PLUG & ABANDON EXISTING 10" DI OUTFALL AND REPLACE WITH 18" ALUMINUM CMP OUTFALL.
- INSTALL 30" HDPE PIPE TO ENCASE 18" ALUMINUM CMP OUTFALL PIPE. FILL ANNULAR SPACE WITH NON-SHRINK GROUT.
- COVER EXCAVATED, EXPOSED SUBGRADE SOILS WITH FILTER FABRIC PRIOR TO GRAVEL BACKFILL PLACEMENT FOR ROCKERY.
- RESTORE EXISTING ROCKERY TO ORIGINAL ELEVATION AND LIMITS FOLLOWING OUTFALL INSTALLATION.
- PIPE TO UPLAND STORM DRAIN SYSTEM. UPLAND STORM WATER RUNOFF IS TREATED BY FILTER CARTRIDGE(S) FOR WATER QUALITY TREATMENT BEFORE DISCHARGE TO OUTFALL A.
- RIPRAP SHALL CONFORM TO WSDOT SPEC 9-13.4 CLASS B ROCK FOR EROSION AND SCOUR PROTECTION

ENERGY DISSIPATOR SCHEDULE

OUTFALL SIZE	A	B	C	D
18"	1.5'	10.5'	1.5'	8'±
36"	3'	18'	3'	10'±

CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
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HORZ DATUM: NAD 83/91

90% SUBMITTAL
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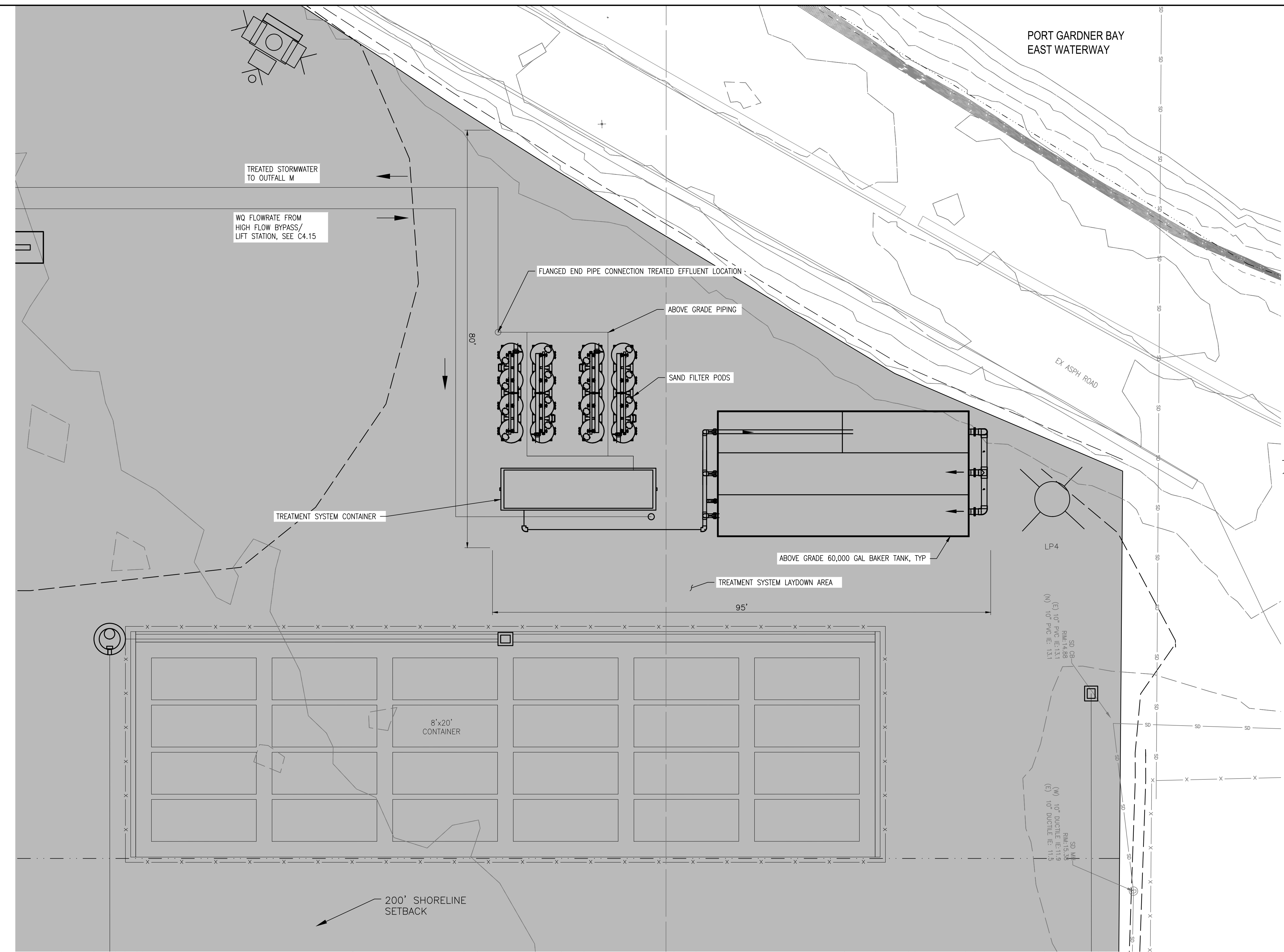
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: 1" = 30'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
STORMWATER PROFILES

DWG. NO. C4.10
CIP NO. 1-8-900-05
PROJECT NO. MT-NT-2021-02.2
SHEET NO. XX OF XX

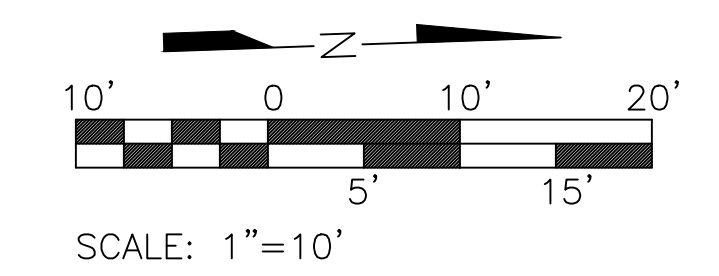


LEGEND

---	PROPERTY LINE
---	LEASE LIMIT
---	EASEMENT
W	WATER
SS	SEWER
SD	STORMWATER
=====	TRENCH DRAIN
o-o-o-o	FENCE
W	EXISTING WATER
SS	EXISTING SEWER
SD	EXISTING STORMWATER
X-X	EXISTING FENCE
⊕	FIRE HYDRANT
⊙	LIGHT POLE
---	PROPOSED CONTOUR
---	EXISTING CONTOUR

GENERAL NOTES:

1. THE CHITOSAN ENHANCED SAND FILTRATION TREATMENT SYSTEM SHOWN IS A PRELIMINARY DESIGN LAYOUT AND IS NOT THE FINAL TREATMENT SYSTEM CONFIGURATION. THE CONTRACTOR SHALL COORDINATE WITH THE TREATMENT SYSTEM VENDOR TO OPTIMIZE THE TREATMENT SYSTEM LAYOUT PER THEIR RECOMMENDATIONS. THE CHITOSAN ENHANCED SAND FILTRATION SYSTEM GENERALLY CONSISTS OF THREE MAIN COMPONENTS: TREATMENT SYSTEM CONTAINER, SAND FILTER PODS, AND ABOVE GROUND SETTLEMENT TANKS.



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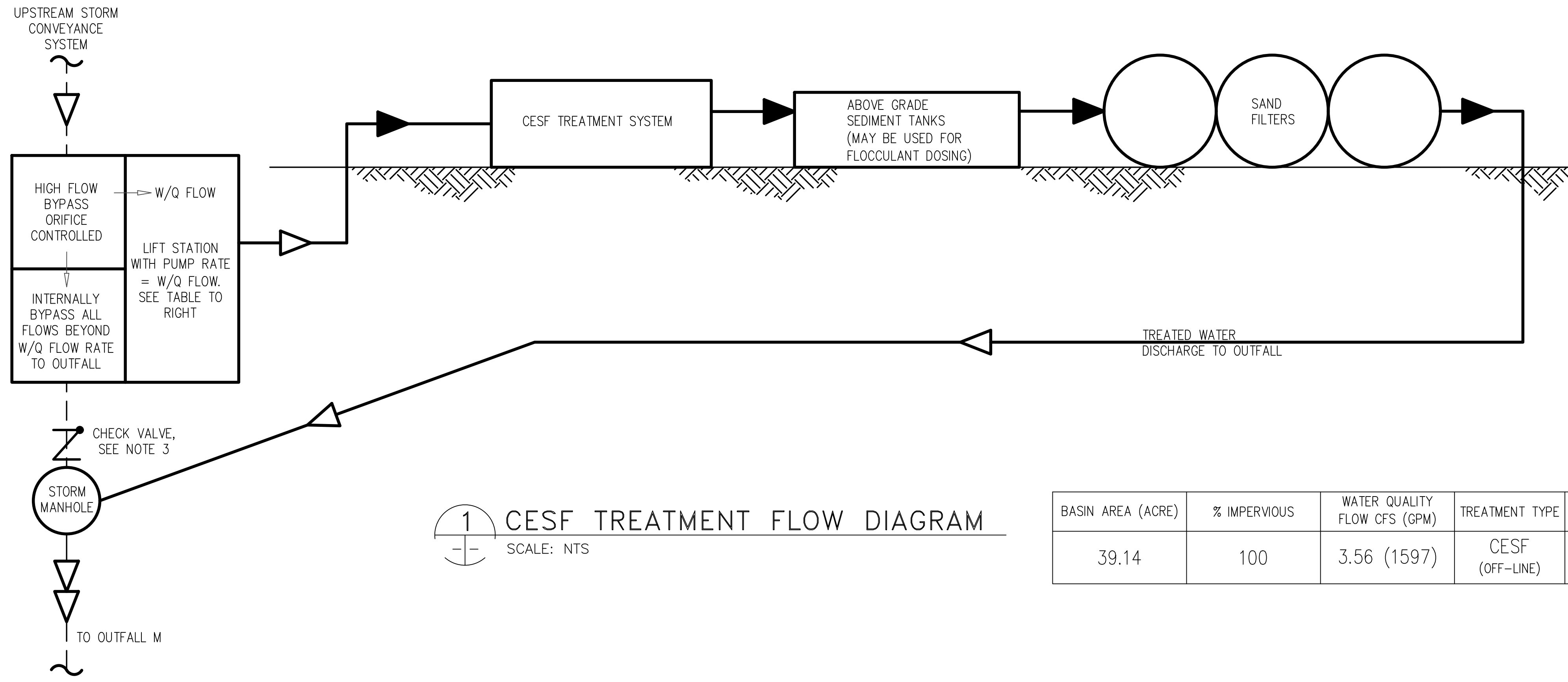


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APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 ENLARGED PLAN
 STORMWATER TREATMENT SYSTEM

DWG. NO.	C4.11
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



1 CESF TREATMENT FLOW DIAGRAM
SCALE: NTS

BASIN AREA (ACRE)	% IMPERVIOUS	WATER QUALITY FLOW CFS (GPM)	TREATMENT TYPE	TREATMENT CAPACITY CFS (GPM)
39.14	100	3.56 (1597)	CESF (OFF-LINE)	XXX

- GENERAL NOTES:**
- HIGH FLOW BYPASS AND LIFT STATION ARE COMBINED INTO A SINGLE STRUCTURE.
 - SEE SHEET C4.11 FOR HIGH FLOW BYPASS/LIFT STATION DIMENSIONS, ORIFICE SIZE, AND CONFIGURATION.
 - STORMWATER CONVEYANCE SYSTEM IS TIDALLY INFLUENCED. CHECK VALVES PREVENT SEA WATER FROM ENTERING THE STORMWATER TREATMENT SYSTEM VIA THE HIGH FLOW BYPASS/LIFT STATION.

- LEGEND:**
- ▽ BELOW GROUND FLOW DIRECTION
 - ▶ ABOVE GROUND FLOW DIRECTION
 - ◀ EXISTING ABOVE GROUND FLOW DIRECTION

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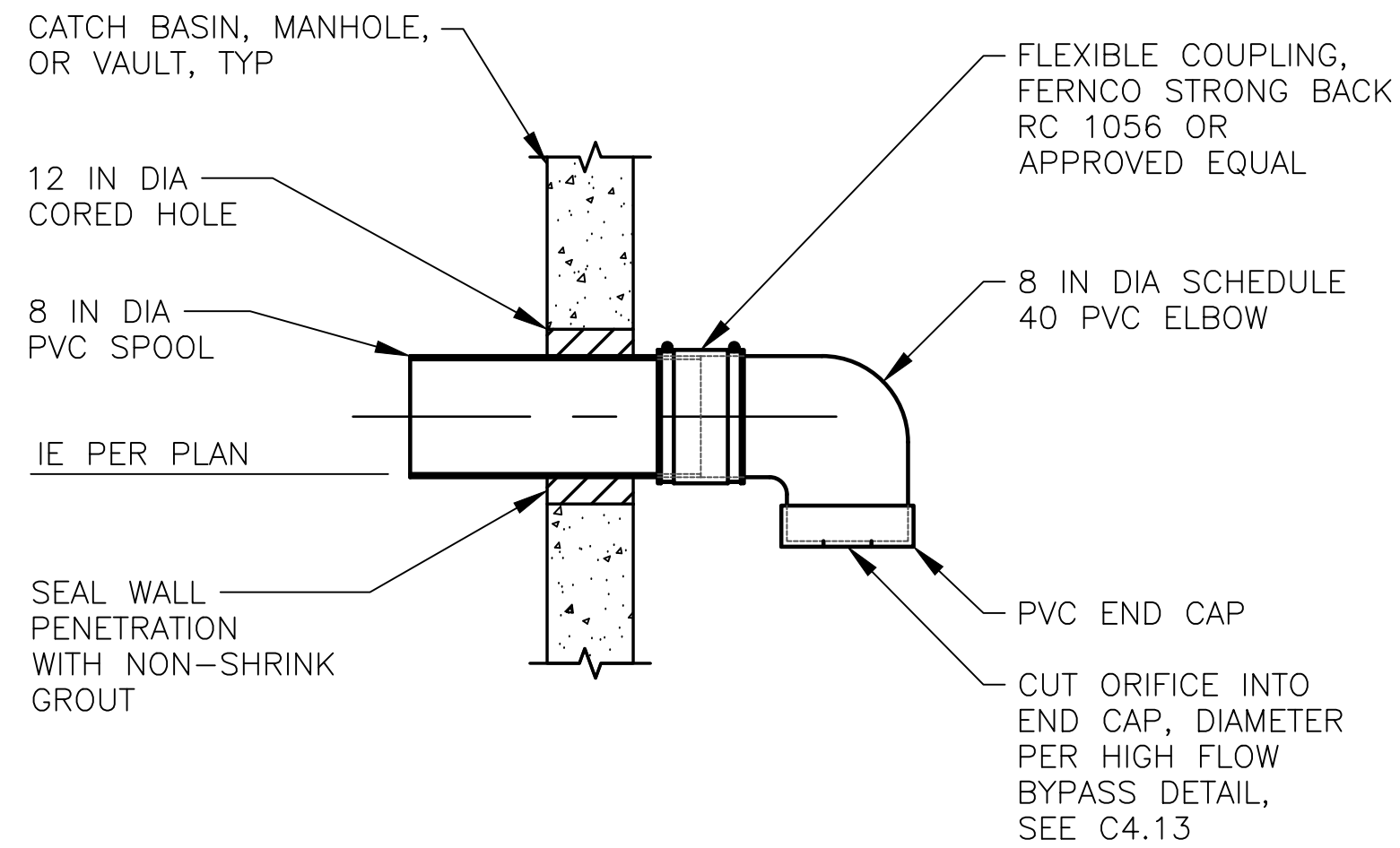
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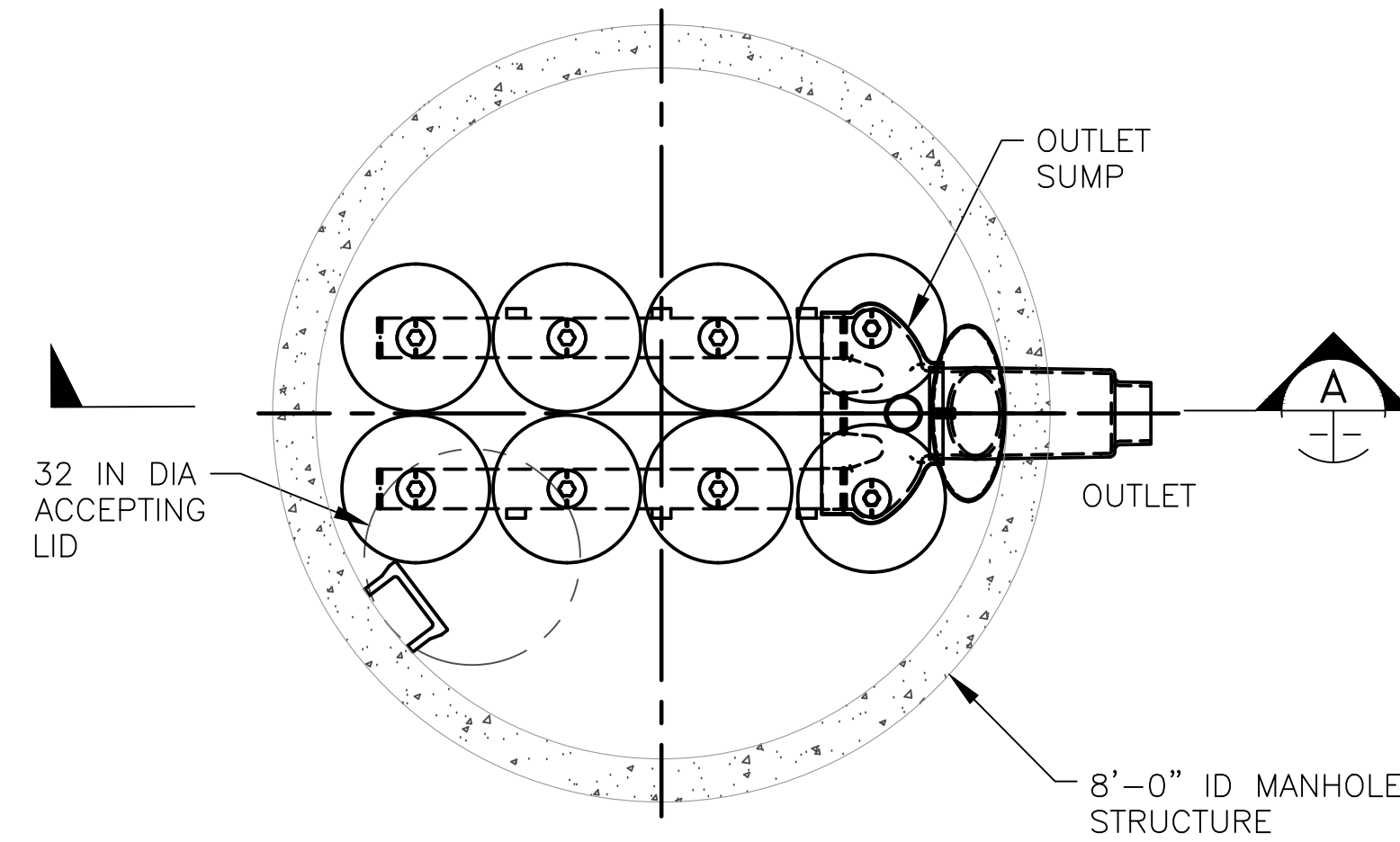
PROJECT ENGINEER:
N. WATSON
SCALE: AS SHOWN
DESIGNED BY:
J. BECKER
DATE: 04/16/2021
DRAWN BY:
K. EDWARDS, D. YU
CHECKED BY:
N. WATSON
APPROVED BY:

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
STORMWATER DETAILS
CESF TREATMENT FLOW DIAGRAM

DWG. NO. **C4.12**
CIP NO. 1-8-900-05
PROJECT NO. MT-NT-2021-02.2
SHEET NO. XX OF XX



1 DOWN-TURNED ELBOW CONNECTION
SCALE: NTS



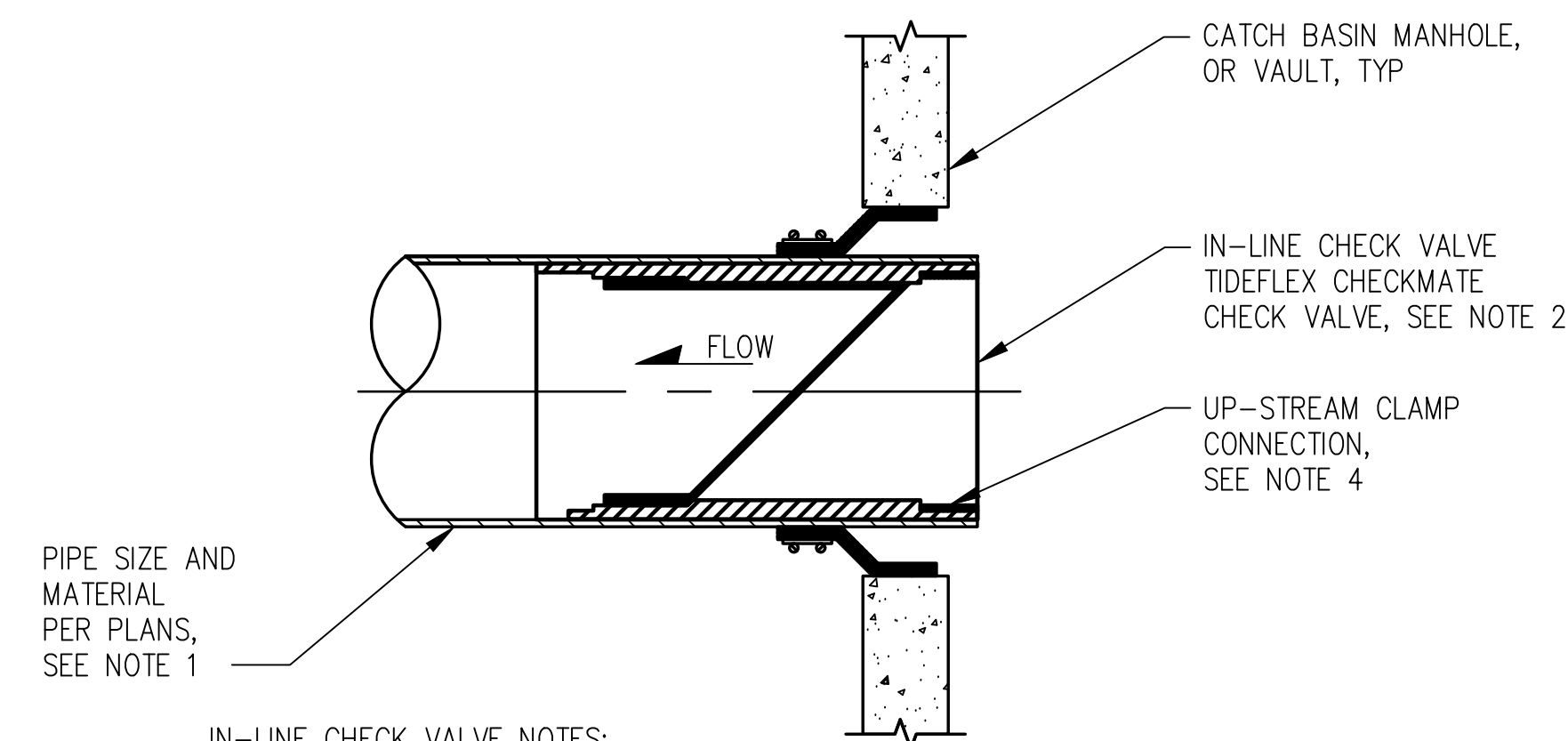
2 OUTFALL A STORMFILTER DETAIL
SCALE: NTS

OUTFALL A TREATMENT SUMMARY

BASIN AREA (ACRE)	% IMPERVIOUS	WATER QUALITY FLOW CFS (GPM)	TREATMENT TYPE
1.30	100	0.12 (53.9)	STORMFILTER

STORMFILTER DESIGN

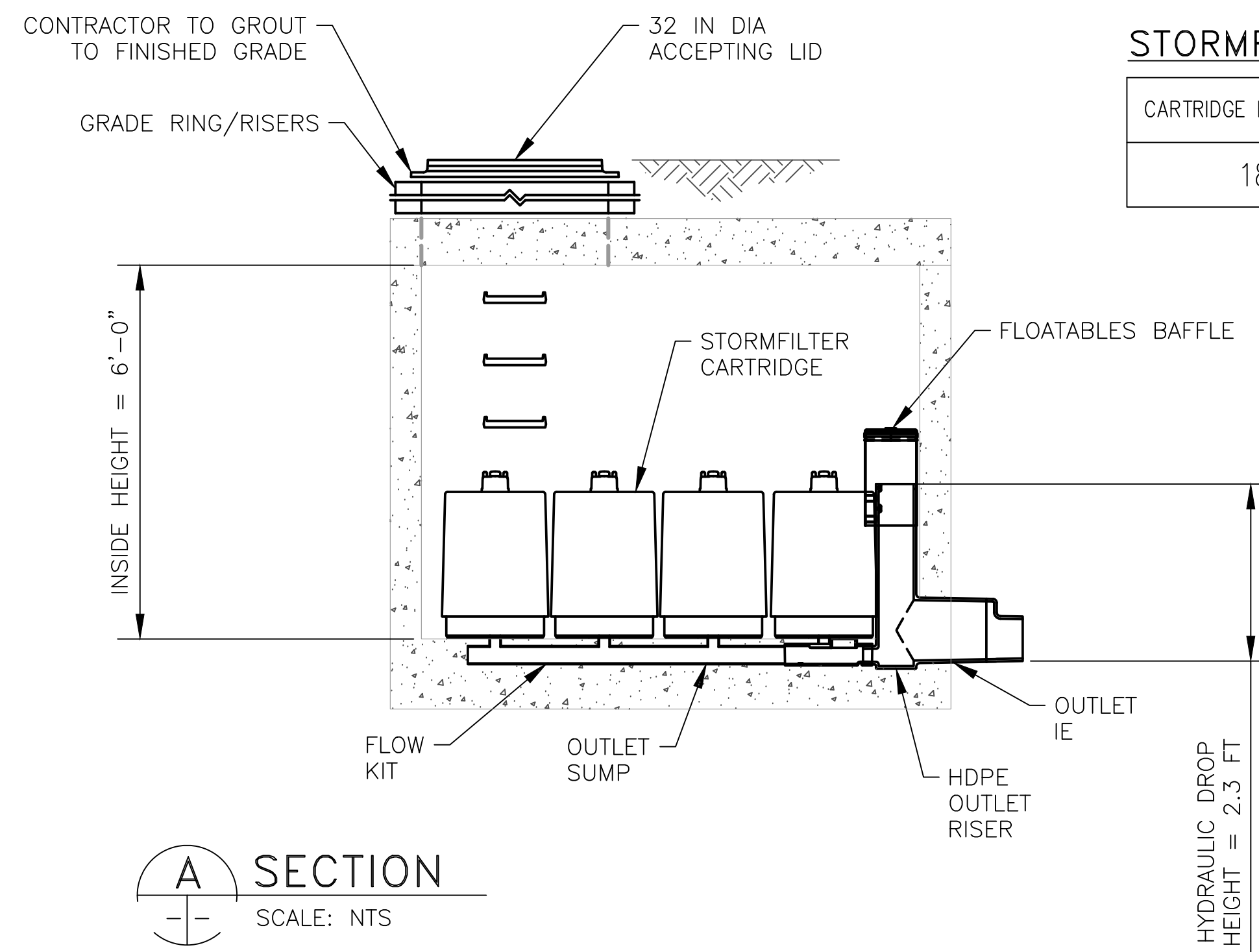
CARTRIDGE HEIGHT (IN)	CARTRIDGE FLOWRATE (GPM/CARTRIDGE)	NO. OF CARTRIDGES NEEDED	MAX NO. CARTRIDGES	HYDRAULIC DROP (FT)
18	7.5	8	14	2.3



IN-LINE CHECK VALVE NOTES:

1. VERIFY INSIDE DIAMETER OF PIPE WITH VALVE MANUFACTURER.
2. LOCATE VALVE FULLY INSIDE PIPE PRIOR TO ATTACHMENT.
3. VERIFY THAT VALVE FULLY OPENS AND RETURNS TO CLOSED POSITION PER MANUFACTURERS RECOMMENDATIONS.
4. PROVIDE UP-STREAM OR DOWN-STREAM CLAMP CONNECTION AS INDICATED ON THE PLANS.

3 IN-LINE CHECK VALVE DETAIL
SCALE: NTS



A SECTION
SCALE: NTS

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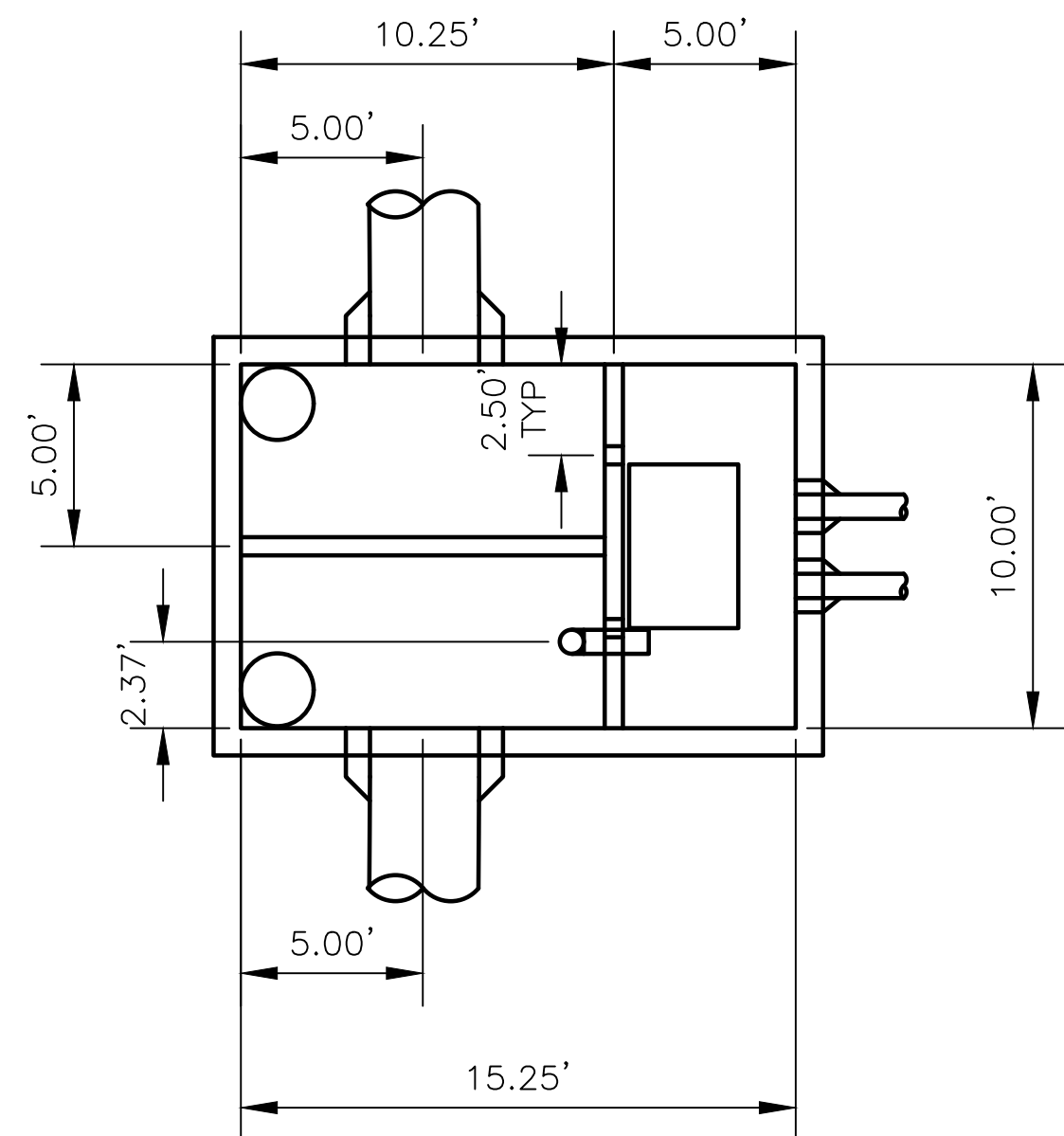
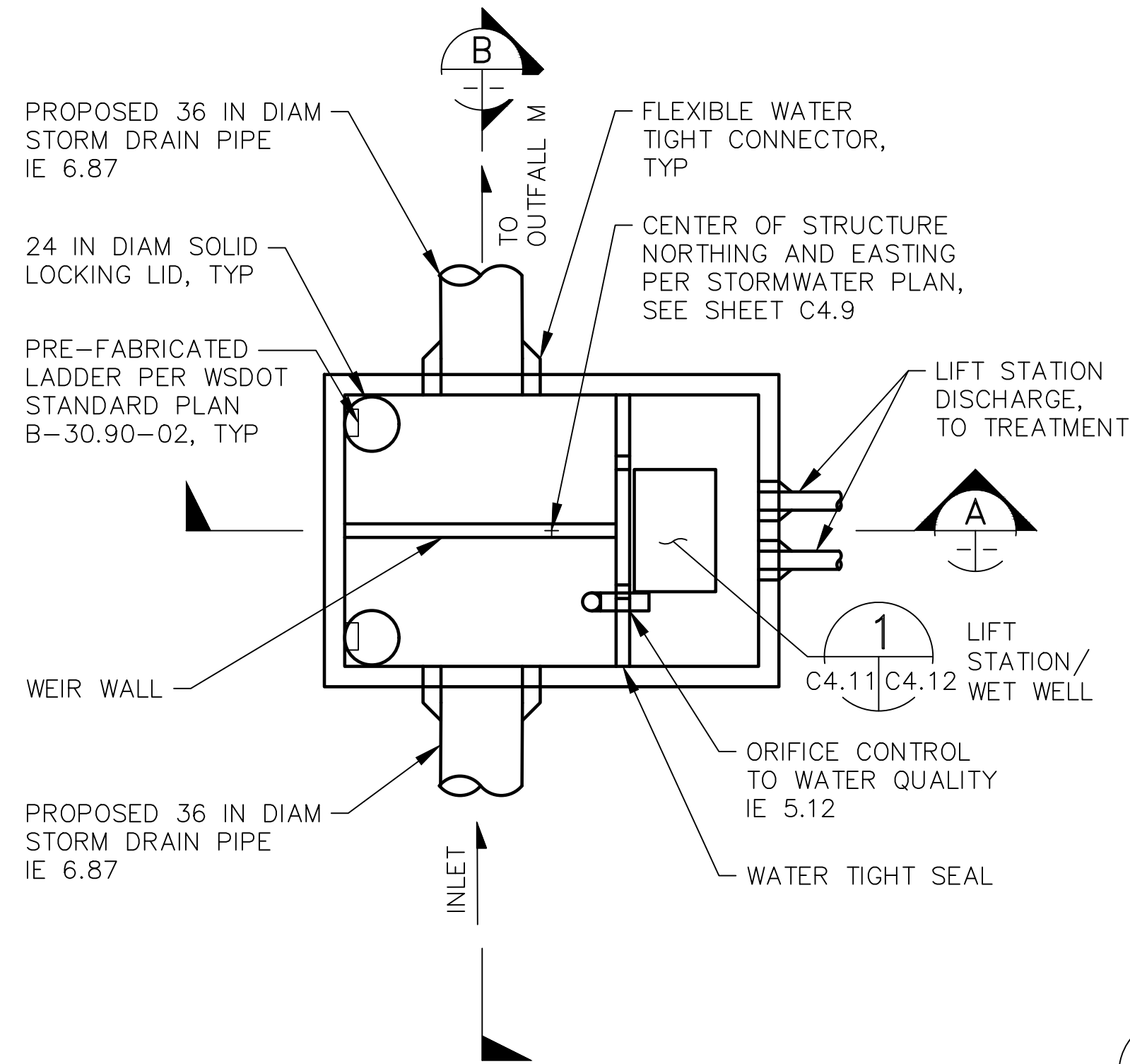
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PROJECT ENGINEER:
N. WATSON
DESIGNED BY:
J. BECKER
DRAWN BY:
K. EDWARDS, D. YU
APPROVED BY:

SCALE:
AS SHOWN
DATE:
04/16/2021
CHECKED BY:
N. WATSON

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
STORMWATER DETAILS

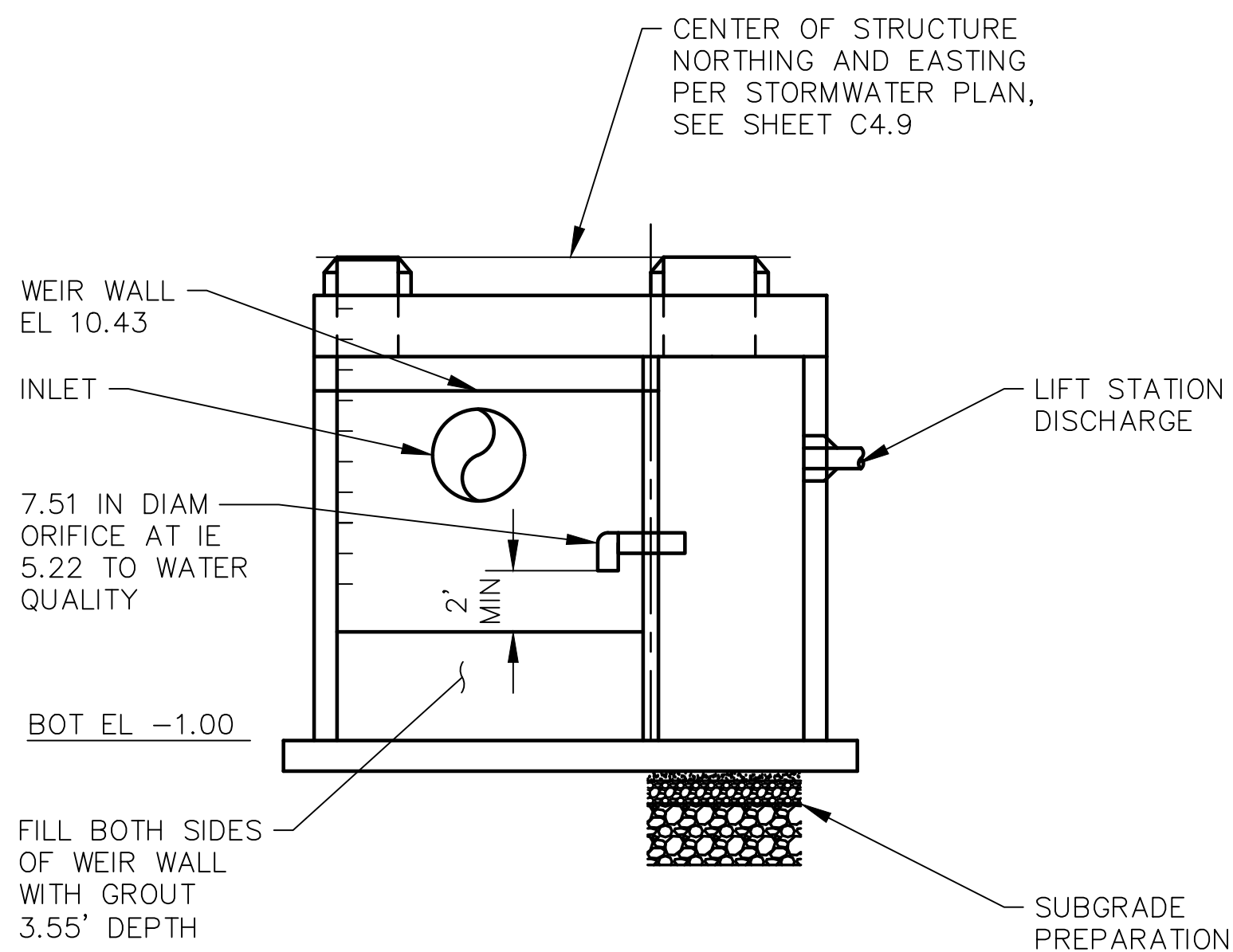
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CIP NO. 1-8-900-05
PROJECT NO. MT-NT-2021-02.2
SHEET NO. XX OF XX



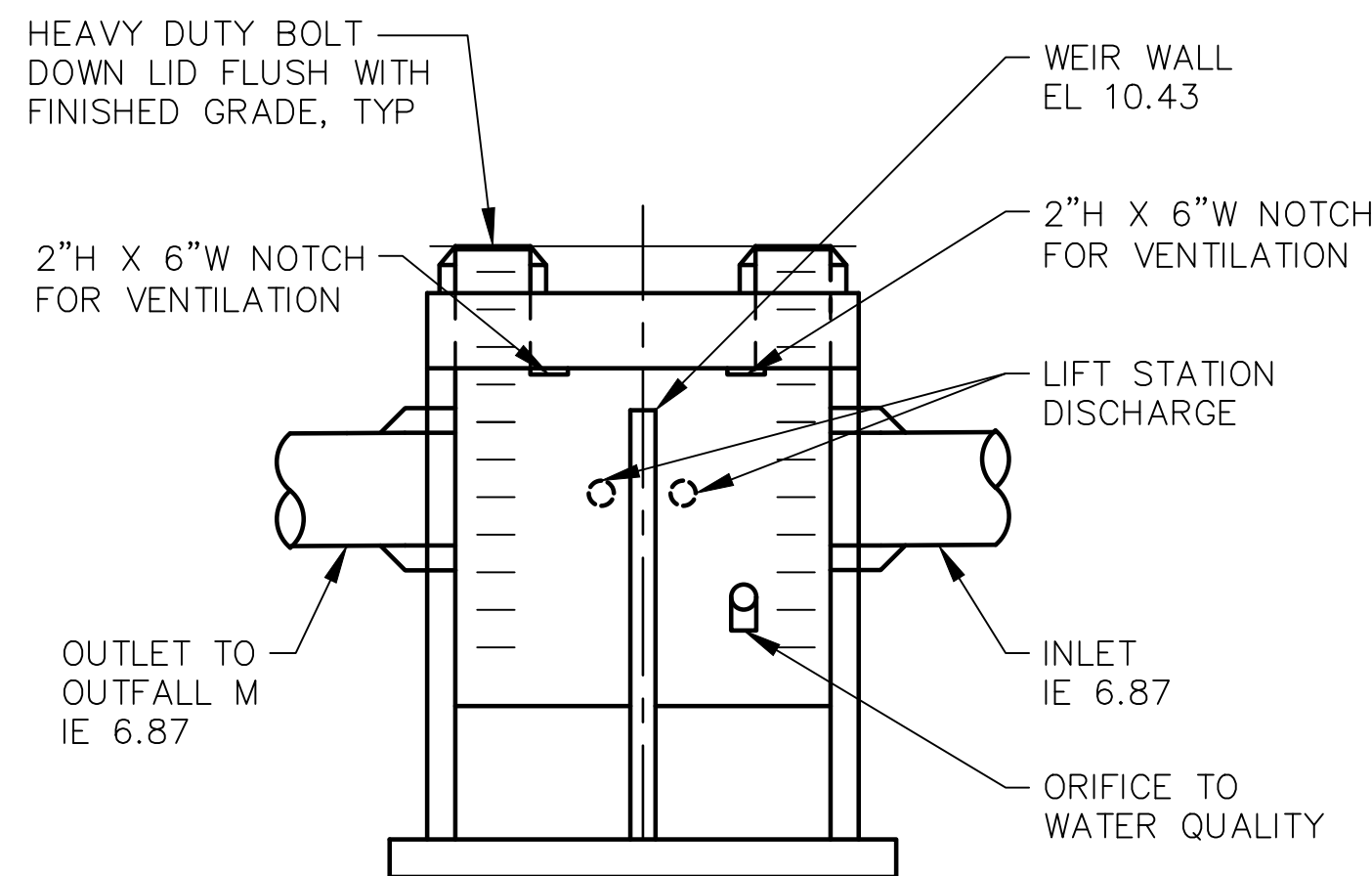
1 DETAIL
C4.9/C4.14 SCALE: 1" = 5'-0"

GENERAL NOTES:

- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND CALCULATIONS TO ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.



A SECTION
SCALE: 1" = 5'-0"



B SECTION
SCALE: 1" = 5'-0"

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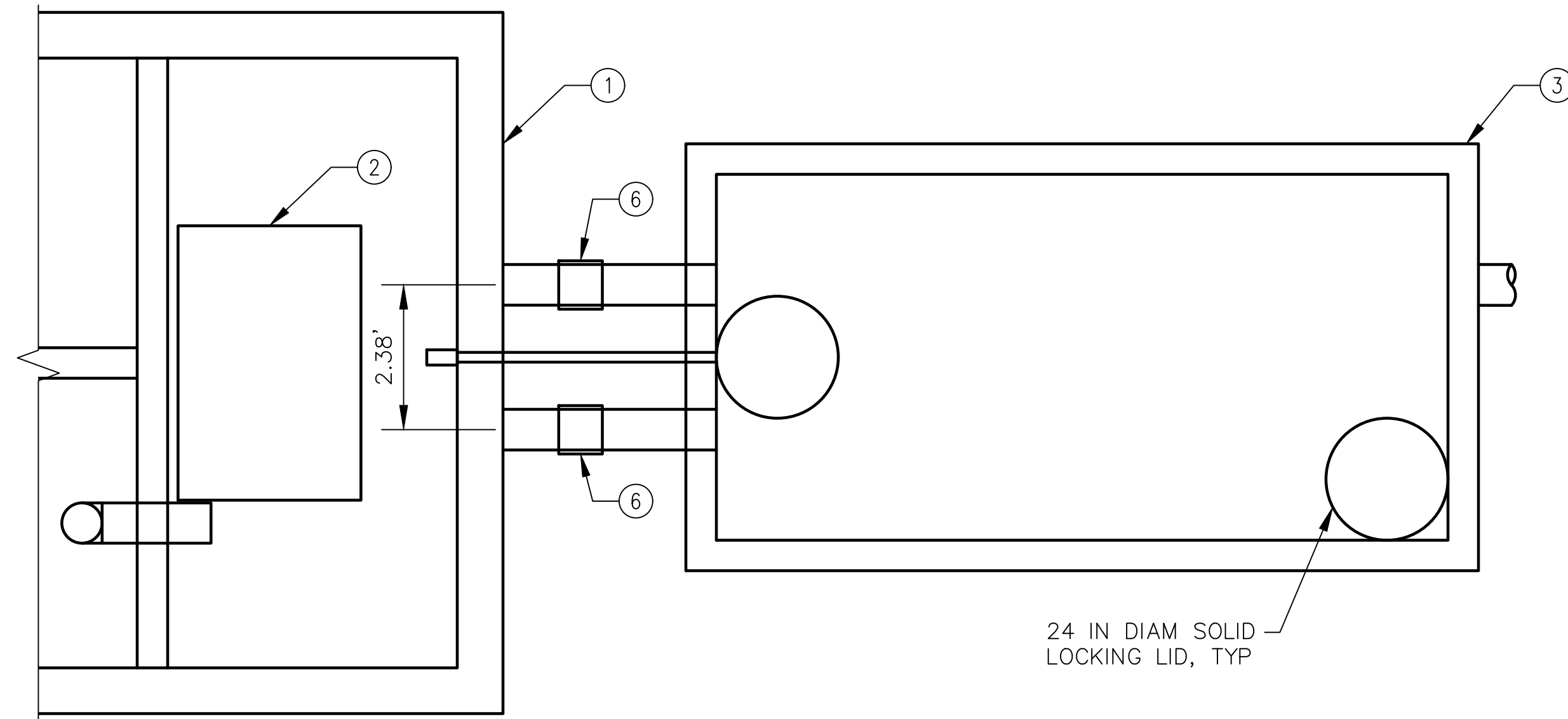


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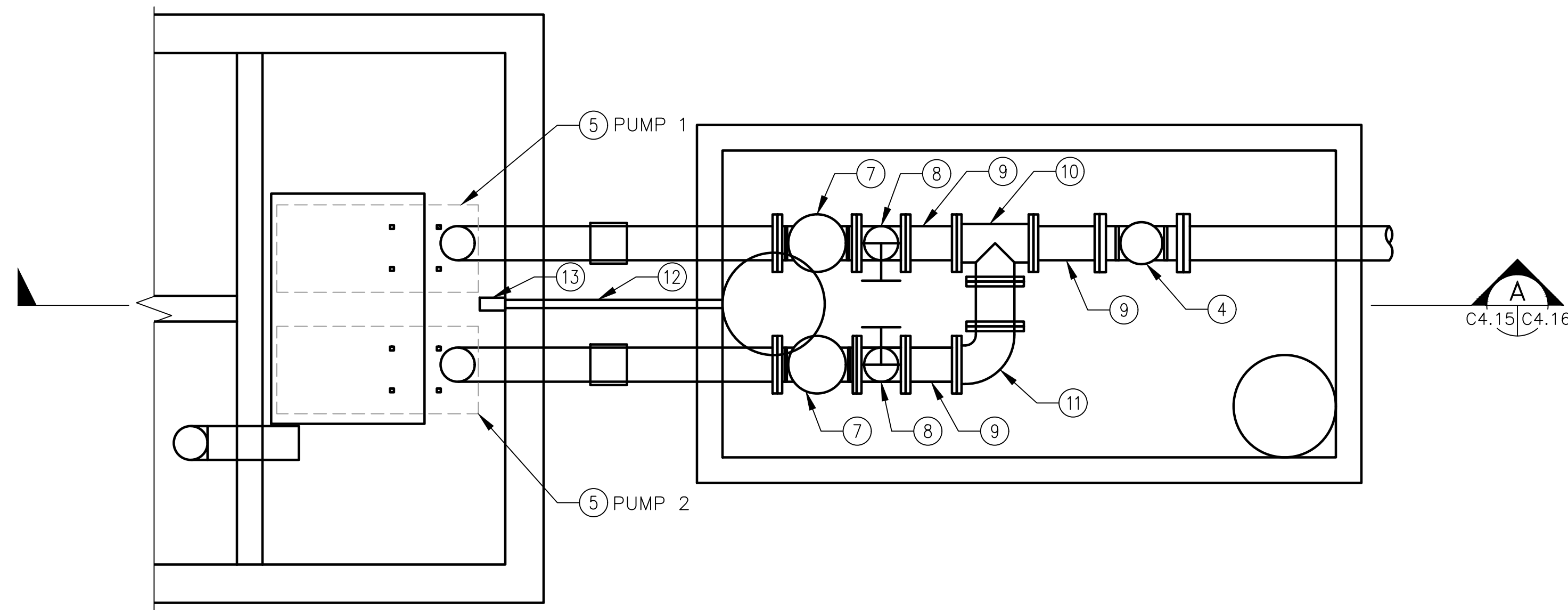
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PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
STORMWATER DETAILS

DWG. NO.	C4.14
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



24 IN DIAM SOLID
LOCKING LID, TYP



1 LIFT STATION DETAIL
C4.15|C4.16 SCALE: 1" = 2'-0"

NOTES

1. CONSTRUCT LIFT STATION AND PROVIDE STORM DRAINAGE, PRESSURE MAIN AND ELECTRICAL CONNECTIONS TO THE WET WELL. WET WELL SECTION IS SHOWN SCHEMATICALLY. LOCATE AND INSTALL THE MODULAR BASE, MOTOR MOUNT, DISCHARGE PIPE, RAILS AND OTHER APPURTENANCES PER MANUFACTURERS RECOMMENDATIONS.
2. MOUNT THE CONTROL PANEL AND ROUTE CONDUIT TO THE LIFT STATION PER THE ELECTRICAL PLANS.
3. PROVIDE A SPARE 3/4" CONDUIT FROM THE WET WELL TO THE ELECTRICAL EQUIPMENT. MOUNT AND CAP EXPOSED END.
4. INSTALL TOP PICK LOAD RATED HATCH FLUSH WITH GRADE. FALL PROTECTION APPURTENANCES SHALL BE INSTALLED AT HATCH.
5. ALL COMPONENTS INSTALLED IN THE LIFT STATION SHALL BE SUITABLE FOR NEC CLASS 1, DIVISION 1 LOCATIONS.

EQUIPMENT LIST

①	10'X15.25' CONCRETE VAULT, FLOW SPLITTER/LIFT STATION	1	SEE SPECS
②	HATCH WITH 4.5' X 3' CLEAR OPENING AND SAFETY GRATE, SEE NOTE 4	1	PER MFR
③	OLDCASTLE PRECAST 6'X12' (I.D.) METER VAULT	1	PER MFR
④	8" MAGNETIC FLOW METER, SEE PUMP OPERATION NOTE 2	1	PER MFR
⑤	BASIS OF DESIGN PUMP - FLYGT SUBMERSIBLE NON-CLOG SEWAGE PUMP NP3171 MT 3 ~ ADAPTIVE 435	2	PER MFR
⑥	8" MJ/MJ RESTRAINED JOINT COUPLING	2	PER AWWA C110
⑦	8" RESILIENT HINGED CI CHECK VALVE	2	PER AWWA C508
⑧	8" RESILIENT-SEATED CI ECCENTRIC PLUG VALVE	2	PER AWWA C517-05
⑨	8" DI CL 53 SPOOL FLG X FLG ASPHALT COATED LENGTH AS REQD	3	PER AWWA C110
⑩	8"X8"X8" DI TEE FL/FL ASPHALT COATED	1	PER AWWA C110
⑪	8" DI 90 DEG ELBOW FL/FL ASPHALT COATED	1	PER AWWA C110
⑫	2" SCH 40 PVC DRAIN LINE	1	PER MFR
⑬	2" SCH 40 PVC CHECK VALVE	1	PER MFR

BASIS OF DESIGN PUMP CHARACTERISTICS

	MIN EFF %	PUMP RATING GPM	PASS Ø	TDH FT		MOTOR RATING	
				LOW-HIGH	RPM	HP	VOLTS
PUMP 1, PUMP 2 & MOTORS	88.0%	1,600	-	38.8-39.0	1,755	25	460

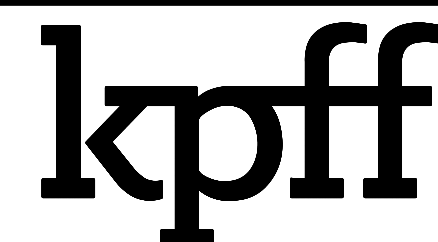
PUMP OPERATION

1. PUMP 1 AND PUMP 2 DUTY POINTS SHALL BE SET AT A FIXED WATER QUALITY FLOW RATE.
2. INSTALL A ROSEMOUNT MAGMETER, WITH WIRELESS TRANSMITTER ON THE DISCHARGE LINE TO COMMUNICATE FLOW RATES WITH THE CONTROL PANEL AND VARIABLE FREQUENCY DRIVES.
3. PUMP 1 AND PUMP 2 WILL BE CONTROLLED WITH VARIABLE FREQUENCY DRIVES ON EACH PUMP MOTOR TO MAINTAIN WATER QUALITY FLOW RATES.
4. PUMP 1 AND PUMP 2 WILL NOT RUN IN PARALLEL.
5. PUMP 1 AND PUMP 2 SHALL ALTERNATE DUTY AFTER EVERY CYCLE.
6. EMERGENCY OFF SWITCH SHALL REMAIN ACTIVE WHILE THE SYSTEM IS IN MANUAL MODE.
7. SET HIGHWATER ALARM FLOAT JUST BELOW BOTTOM OF LID.

CALL 48 HOURS
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DIAL 811

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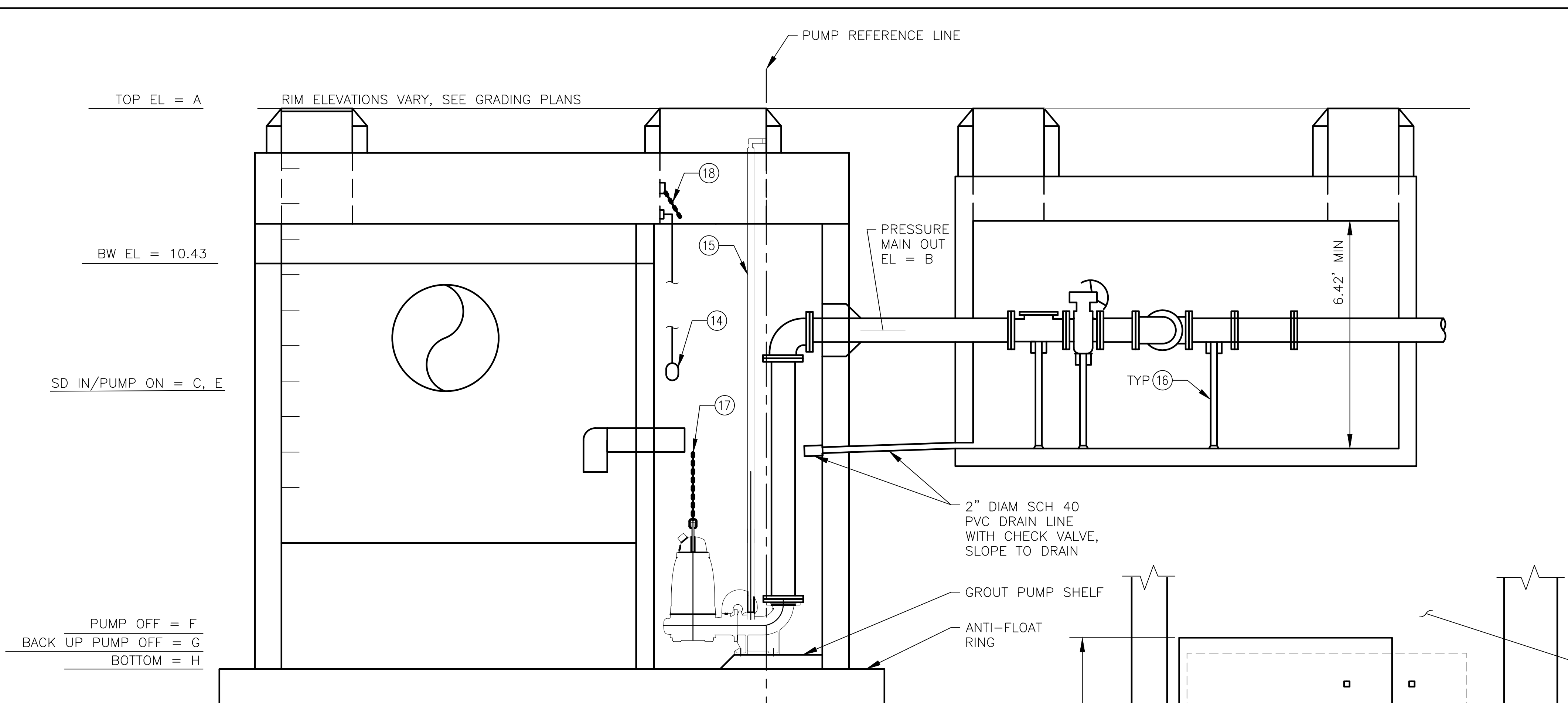
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DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
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PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
STORMWATER DETAILS

DWG. NO.	C4.15
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO. XX	OF XX



EQUIPMENT LIST

14	ROTO - FLOAT TYPE S	4	PER MFR
15	316 STAINLESS STEEL GUIDE BARS	4	PER MFR
16	PIPE SUPPORT/VALVE STAND	3	SEE SPECS
17	316 STAINLESS STEEL LIFTING CHAIN ASSEMBLY AND LIFTING DEVICE	2	PER MFR
18	316 STAINLESS STEEL UPPER MOUNTING BRACKET	2	PER MFR

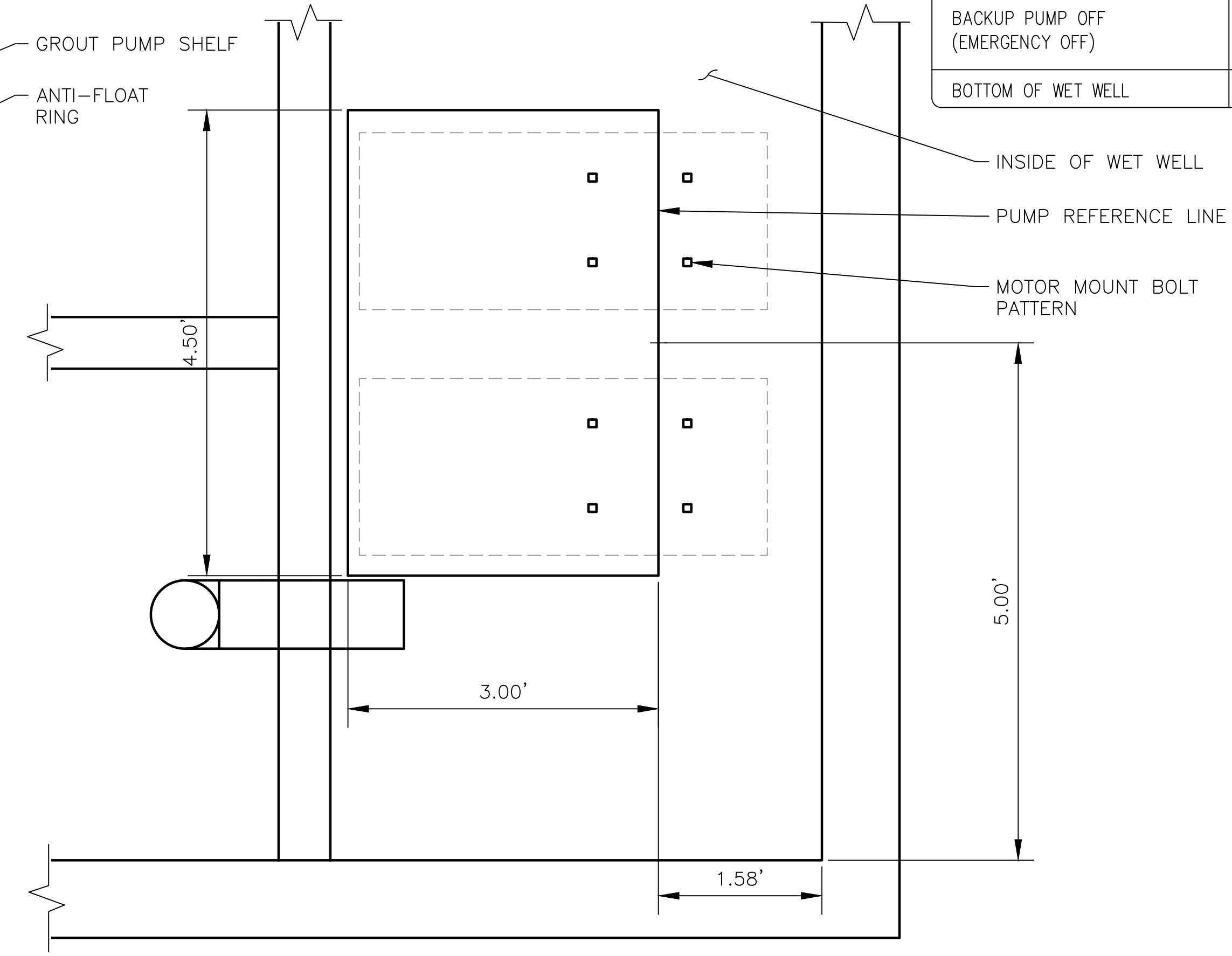
ELEVATIONS

DESCRIPTION	REF	PUMP STA ELEV. (NAVD88)
TOP OF WET WELL	A	VARIES
PRESSURE MAIN OUT CL	B	8.22
GRAVITY LINE IN	C	6.87
HIGH WATER ALARM SEE PUMP OP. NOTE 7 ON C4.15	D	-
PUMP ON	E	6.87
PUMP OFF	F	0
BACKUP PUMP OFF (EMERGENCY OFF)	G	-0.50
BOTTOM OF WET WELL	H	-1.00

NOTES

- ELECTRICAL PENETRATIONS SHALL BE MADE WATER TIGHT.
- PUMP ELEVATIONS SHALL BE FIELD ADJUSTED DURING COMMISSIONING.

A LIFT STATION SECTION
C4.15 | C4.16 SCALE: NTS



1 WET WELL CONFIGURATION
C4.15 | C4.16 SCALE: NTS

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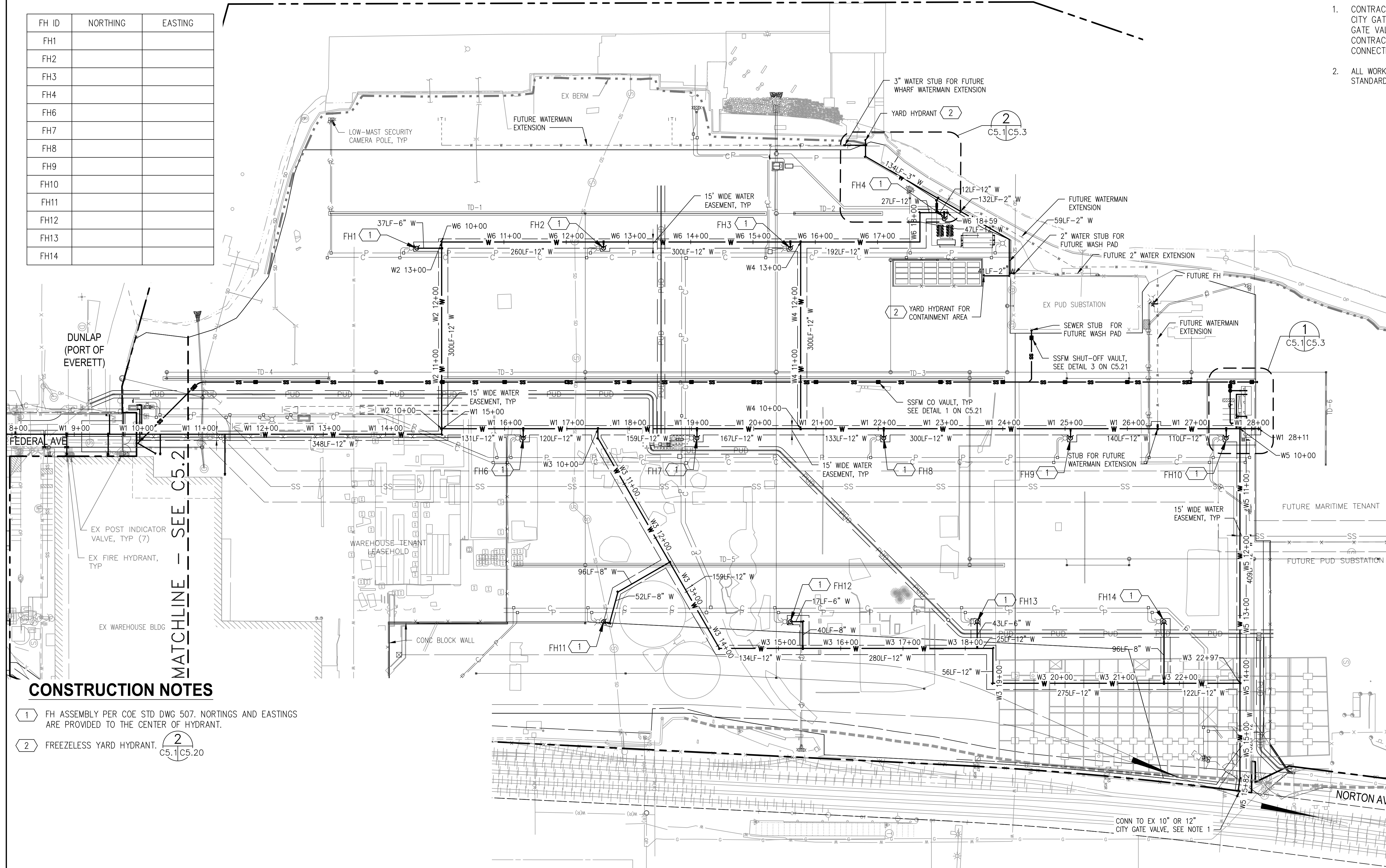
FIRE HYDRANT TABLE

FH ID	NORTHING	EASTING
FH1		
FH2		
FH3		
FH4		
FH6		
FH7		
FH8		
FH9		
FH10		
FH11		
FH12		
FH13		
FH14		

PORT GARDNER BAY
EAST WATERWAY

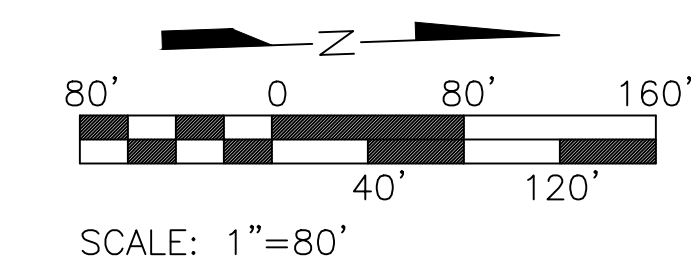
NOTES

- CONTRACTOR SHALL LOCATE THE EXISTING 10 OR 12 INCH CITY GATE VALVE AND CONNECT NEW 12 INCH PIPE TO THE GATE VALVE. IF THE EXISTING GATE VALVE IS 10 INCHES, THE CONTRACTOR SHALL USE 10x12 INCH REDUCER TO MAKE THE CONNECTION.
- ALL WORK AND MATERIALS MUST CONFORM TO CITY OF EVERETT STANDARDS.



LEGEND

- PROPERTY LINE
- LEASE LIMIT
- EASEMENT
- WATER
- SEWER
- STORMWATER
- TRENCH DRAIN
- FENCE
- EXISTING WATER
- EXISTING SEWER
- EXISTING STORMWATER
- EXISTING FENCE
- FIRE HYDRANT ①
- LIGHT POLE



**CALL 48 HOURS
BEFORE YOU DIG
DIAL 811**

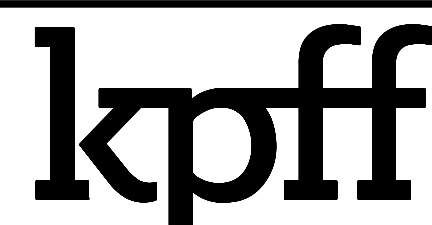
VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

CONSTRUCTION NOTES

- FH ASSEMBLY PER COE STD DWG 507. NORTHINGS AND EASTINGS ARE PROVIDED TO THE CENTER OF HYDRANT.
- FREEZELESS YARD HYDRANT. C5.1/C5.20

MATCHLINE - SEE C5.2



1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

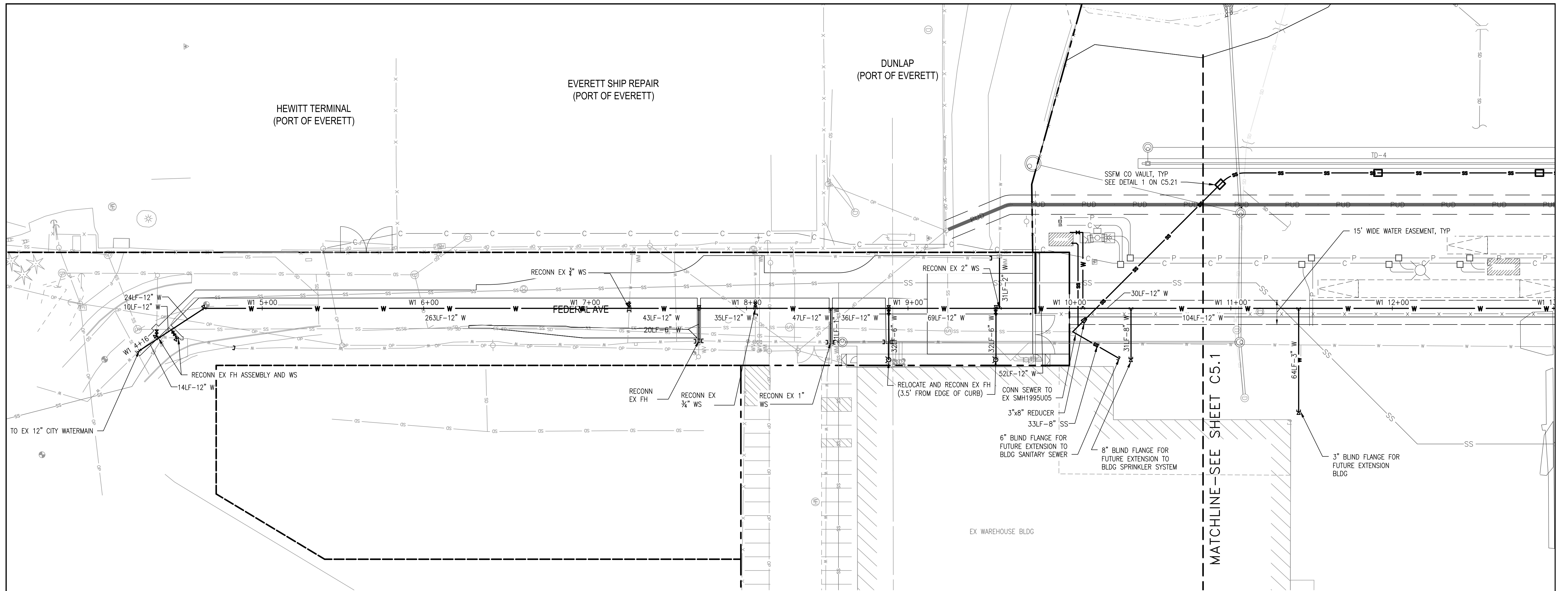
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:
N. WATSON
DESIGNED BY:
J. BECKER
DRAWN BY:
K. EDWARDS, D. YU
APPROVED BY:

SCALE:
1" = 80'
DATE:
04/16/2021
CHECKED BY:
N. WATSON

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
WATER AND SEWER PLAN

DWG. NO. **C5.1**
CIP NO. 1-8-900-05
PROJECT NO. MT-NT-2021-02.2
SHEET NO. XX OF XX

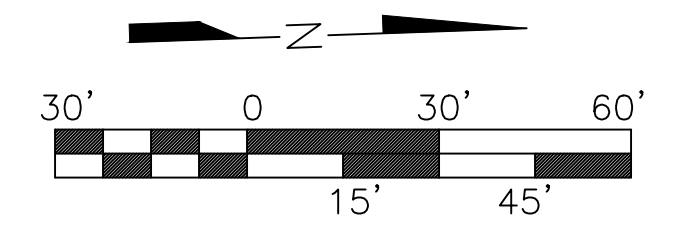


NOTES

- CONTRACTOR SHALL RESTORE ASPHALT PAVEMENT TO MATCH EXISTING WHERE DEMOLITION OF PAVEMENT IS NECESSARY TO COMPLETE WATER PIPE INSTALLATION OR RESTORATION OF WATER SERVICES.

CONSTRUCTION NOTES

1 XXXX



SCALE: 1"=30'

CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

**Port of
EVERETT**
P.O. BOX 538
EVERETT, WA 98206
(425) 259-3164

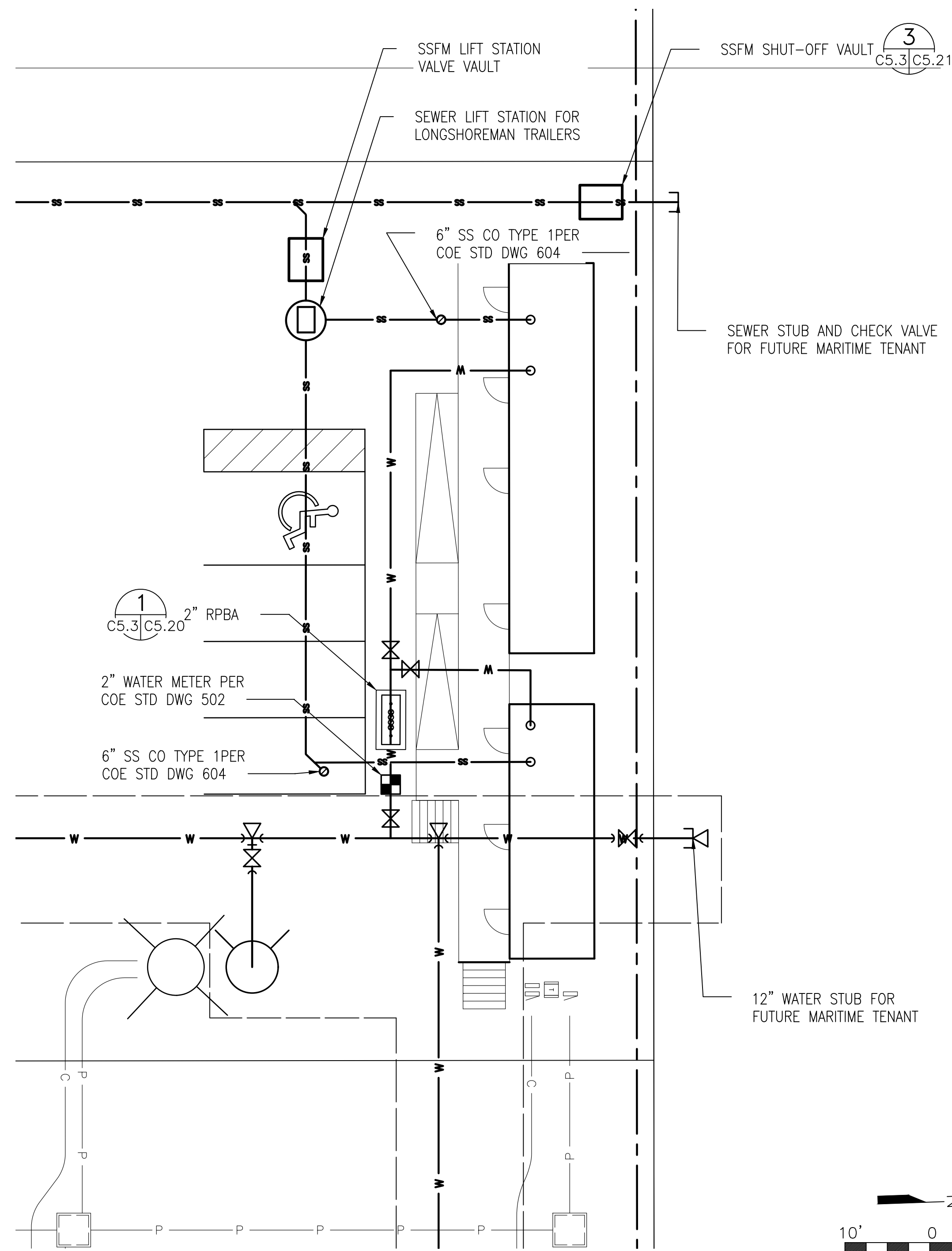
kpff
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

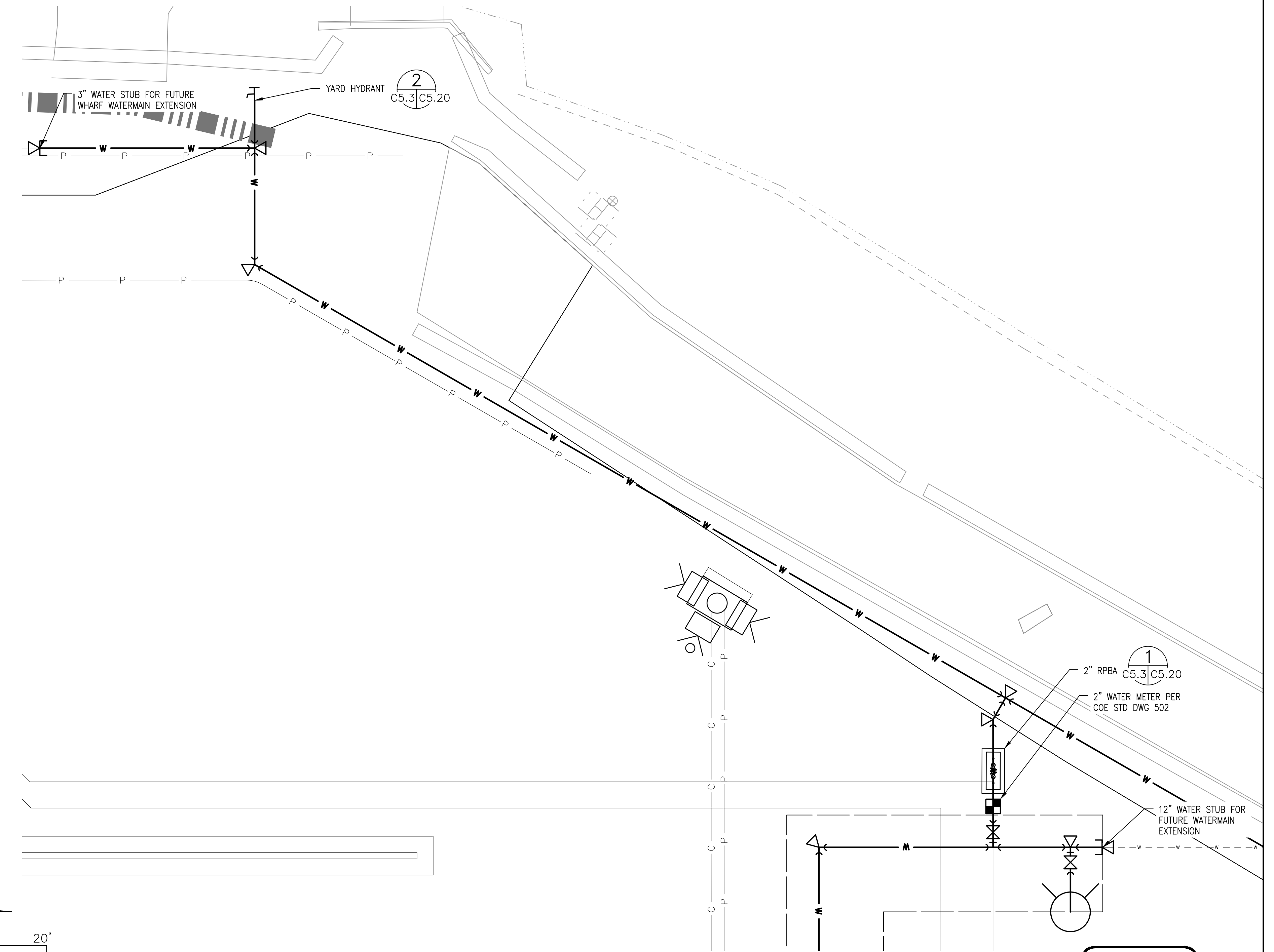
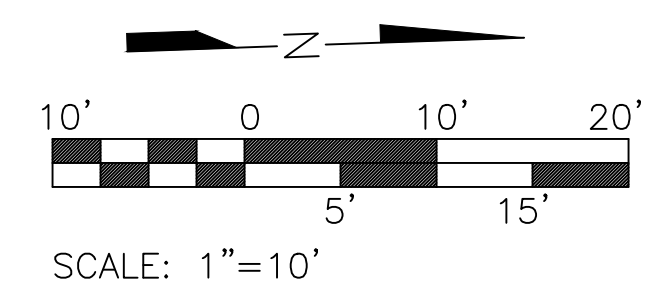
PROJECT ENGINEER: N. WATSON	SCALE: 1" = 30'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
WATER AND SEWER PLAN

DWG. NO.	C5.2
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO. XX	OF XX



1 LONGSHOREMAN TRAILERS WATER AND SEWER PLAN
 C5.1/C5.3 SCALE: 1"=10'



2 BARGE DOCK WATER PLAN
 C5.1/C5.3 SCALE: 1"=10'

CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



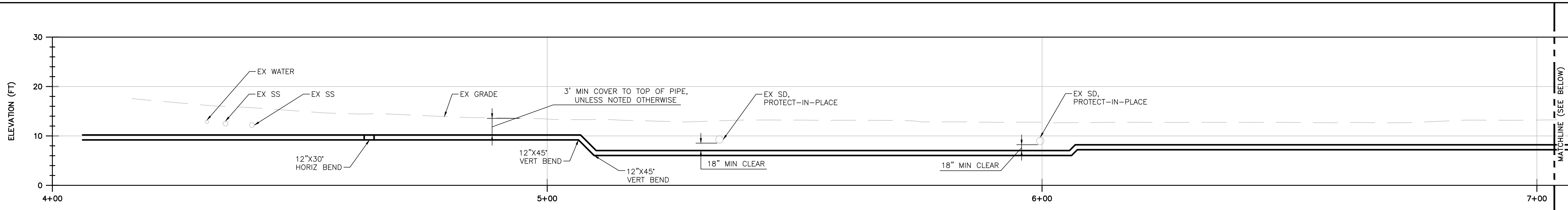
kpff
 1601 5th Avenue, Suite 1300
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 (206) 382-0600 Fax (206) 382-0500
 PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

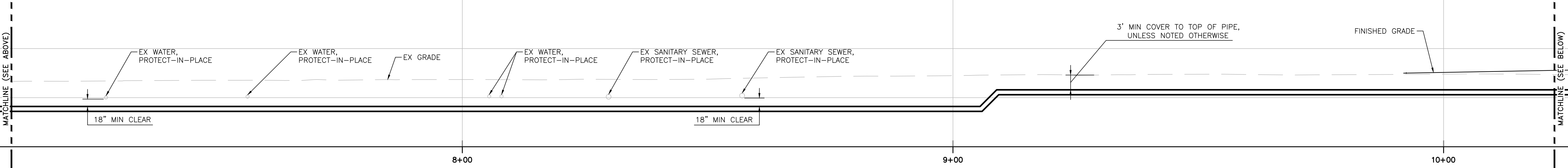
PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 ENLARGED WATER AND SEWER
 ENLARGED PLANS

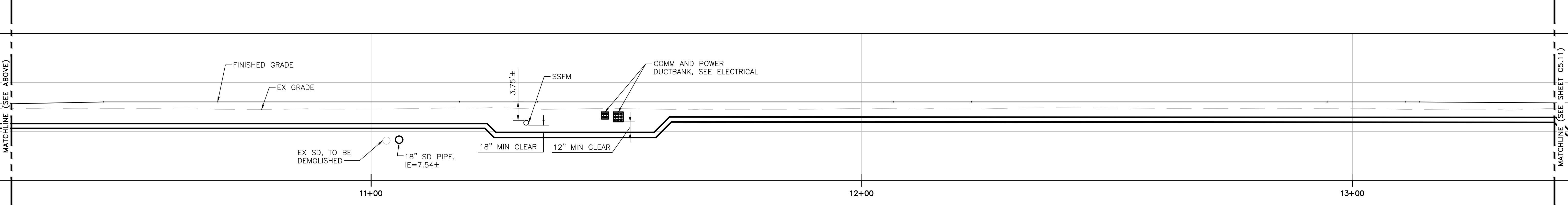
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CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO. XX OF XX	



X ALIGNMENT W1 – WATER PROFILE
X.XX | X.XX



X ALIGNMENT W1 – WATER PROFILE (CONTINUED)
X.XX | X.XX



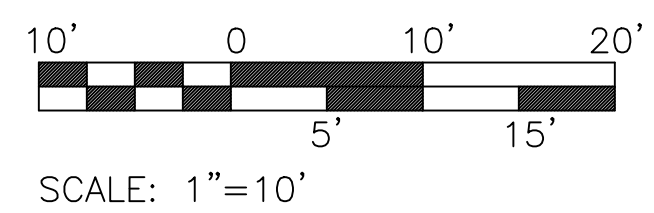
X ALIGNMENT W1 – WATER PROFILE (CONTINUED)
X.XX | X.XX

GENERAL NOTES

- EXISTING FOUNDATION STRUCTURES SHOWN IN PROFILE ARE APPROXIMATE. CONTRACTOR SHALL CONFIRM EXISTING CONDITIONS PRIOR TO START OF WORK. IF CONDITIONS DIFFER FROM THOSE SHOWN IN PROFILE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND NOT BEGIN CONSTRUCTION UNTIL CHANGED CONDITIONS HAVE BEEN EVALUATED.
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CALL 48 HOURS
BEFORE YOU DIG
DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91



90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

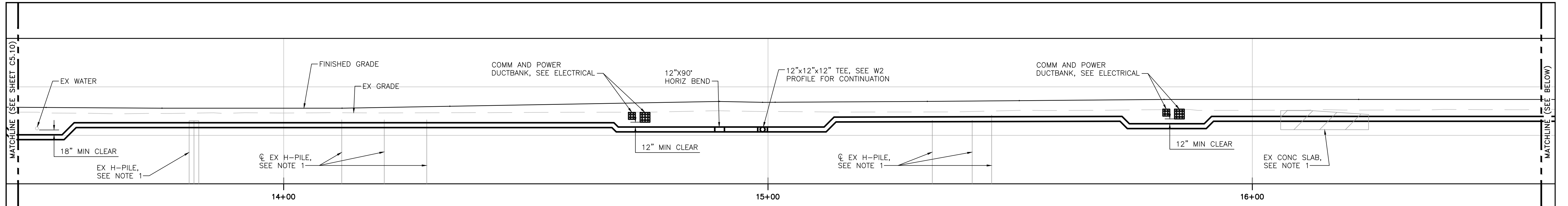


NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

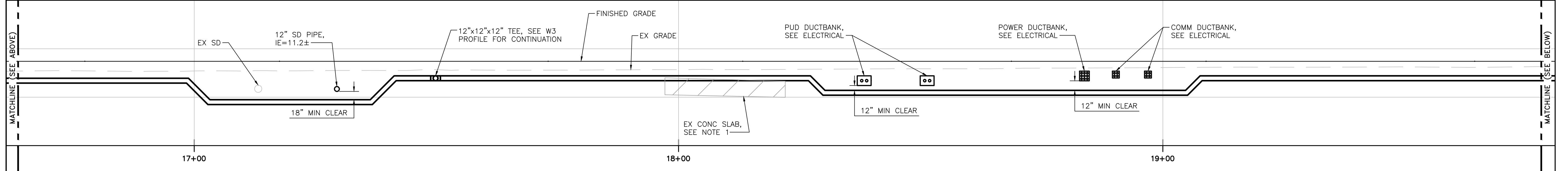
PROJECT ENGINEER: N. WATSON	SCALE: 1" = 10'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
WATER PROFILES (SHEET 1 OF 7)

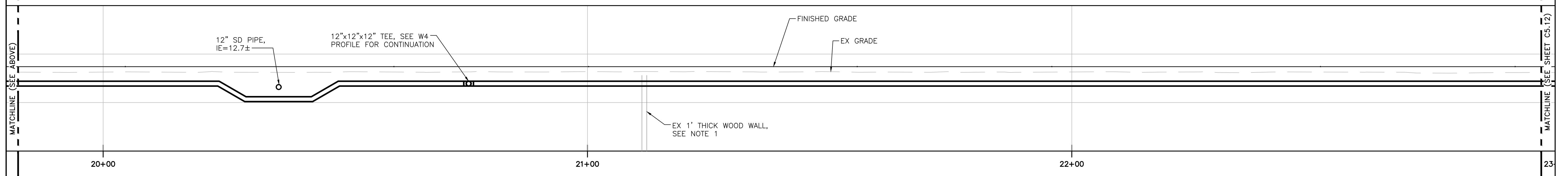
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CIP NO. 1-8-900-05
PROJECT NO. MT-NT-2021-02.2
SHEET NO. XX OF XX



X ALIGNMENT W1 – WATER PROFILE (CONTINUED)
X.XX | X.XX



X ALIGNMENT W1 – WATER PROFILE (CONTINUED)
X.XX | X.XX



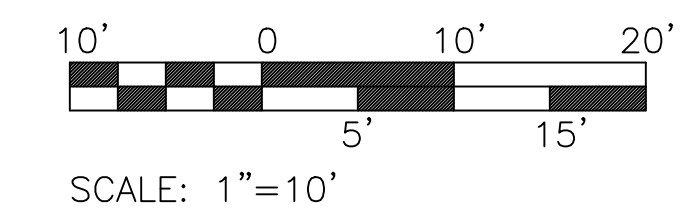
X ALIGNMENT W1 – WATER PROFILE (CONTINUED)
X.XX | X.XX

GENERAL NOTES

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DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91



90% SUBMITTAL
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REDUCE SCALE ACCORDINGLY



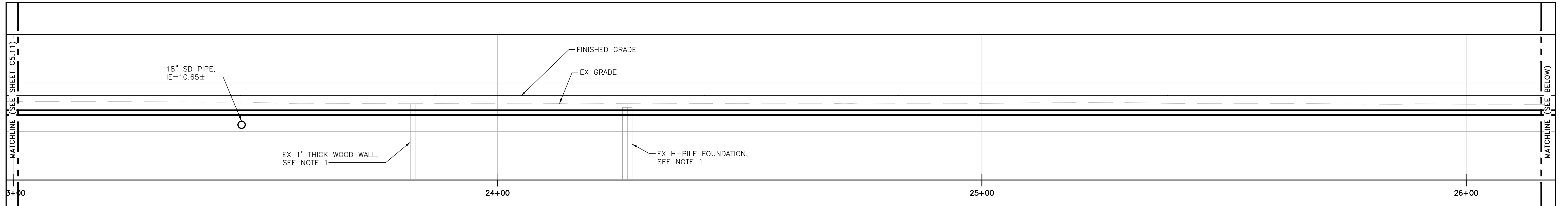
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(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

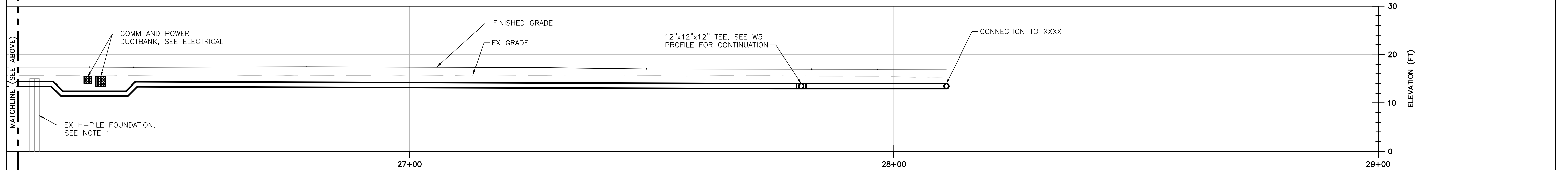
PROJECT ENGINEER: N. WATSON	SCALE: 1" = 10'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
WATER PROFILES (SHEET 2 OF 7)

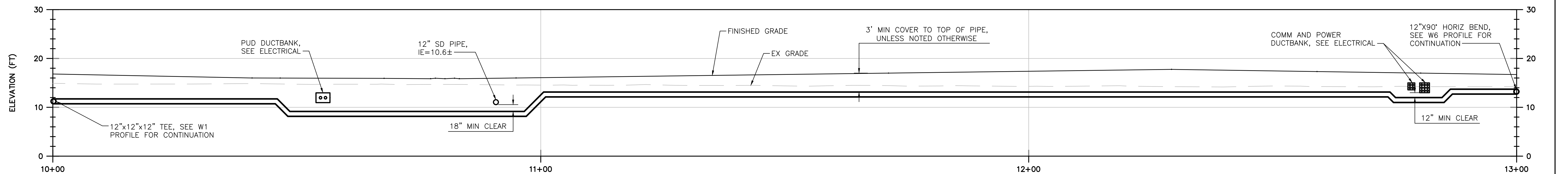
DWG. NO.	C5.11
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



X ALIGNMENT W1 – WATER PROFILE (CONTINUED)
X.XX | X.XX



X ALIGNMENT W1 – WATER PROFILE (CONTINUED)
X.XX | X.XX



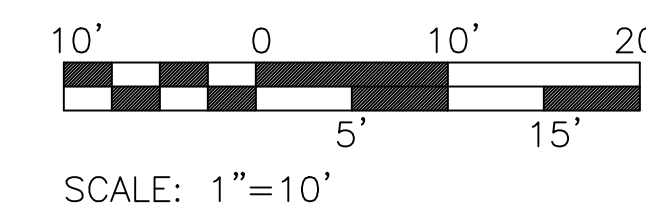
X ALIGNMENT W2 – WATER PROFILE
X.XX | X.XX

GENERAL NOTES

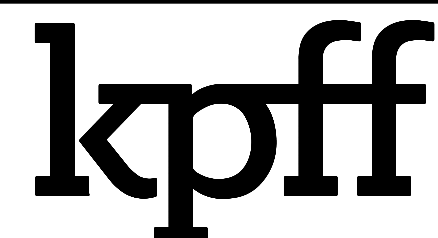
- EXISTING FOUNDATION STRUCTURES SHOWN IN PROFILE ARE APPROXIMATE. CONTRACTOR SHALL CONFIRM EXISTING CONDITIONS PRIOR TO START OF WORK. IF CONDITIONS DIFFER FROM THOSE SHOWN IN PROFILE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND NOT BEGIN CONSTRUCTION UNTIL CHANGED CONDITIONS HAVE BEEN EVALUATED.
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**CALL 48 HOURS
BEFORE YOU DIG
DIAL 811**

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91



90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



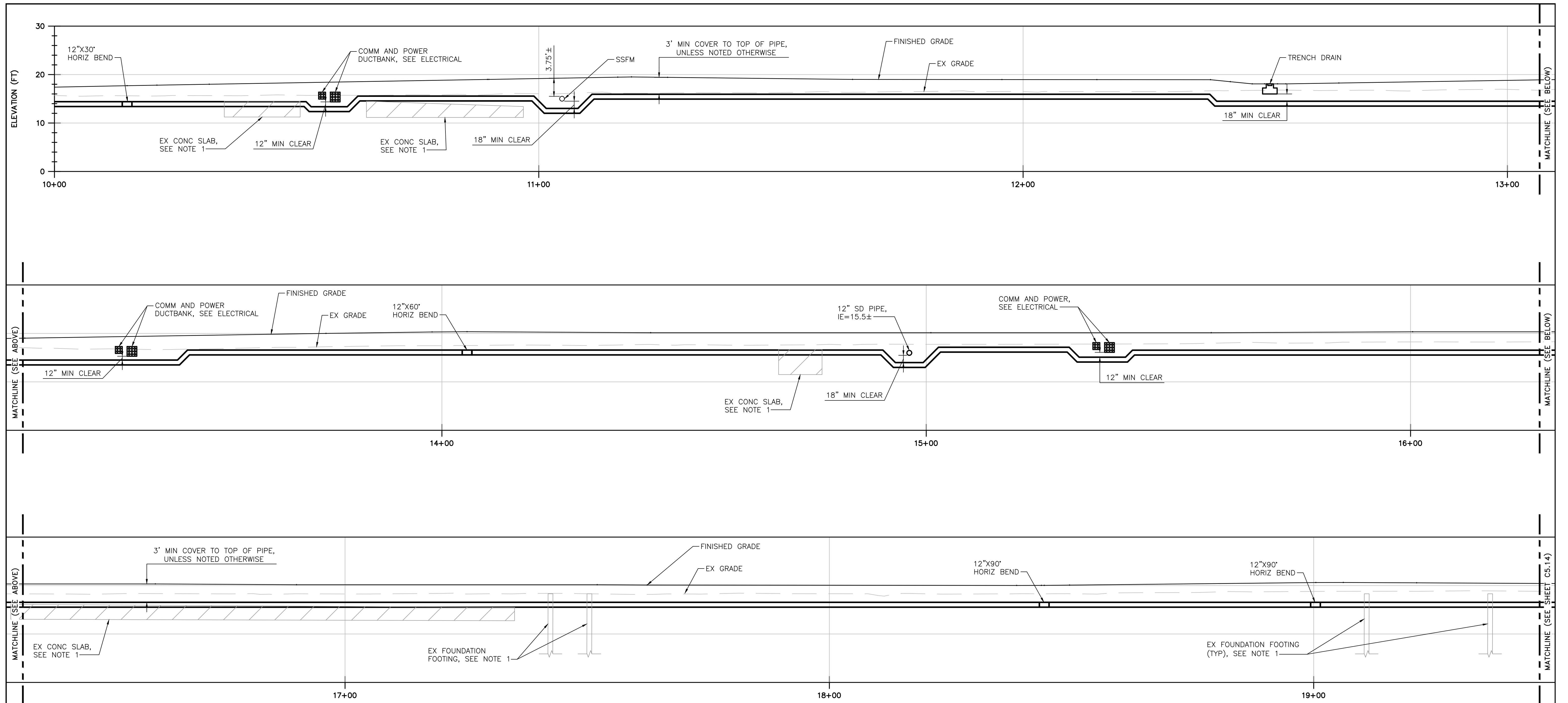
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: 1" = 10'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
WATER PROFILES (SHEET 3 OF 7)

DWG. NO.	C5.12
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX

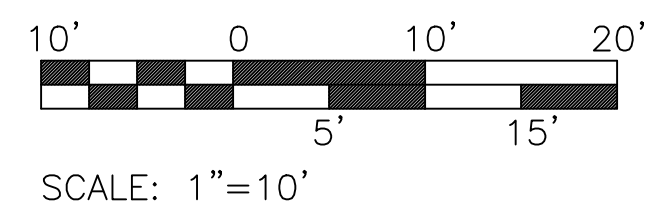


GENERAL NOTES

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X ALIGNMENT W3 - WATER PROFILE

CALL 48 HOURS BEFORE YOU DIG DIAL 811



VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



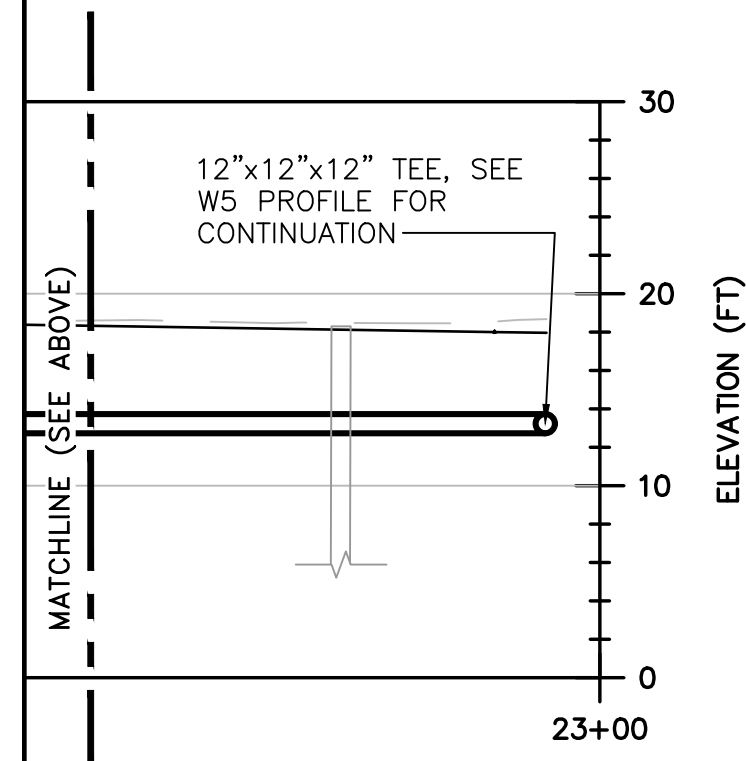
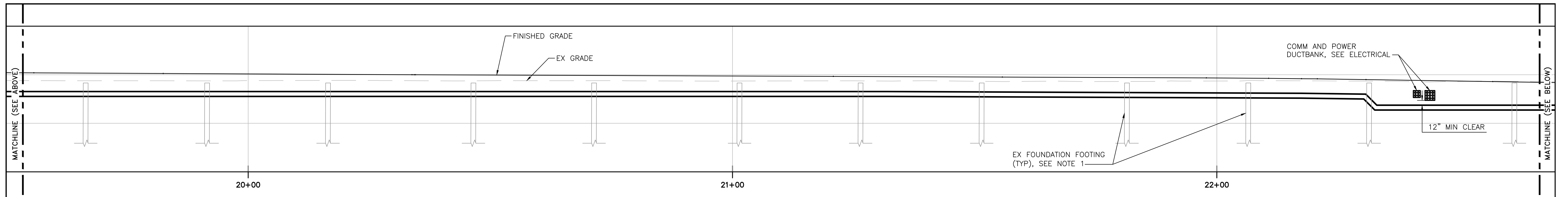
kpff
 1601 5th Avenue, Suite 1300
 Seattle, Washington 98101
 (206) 382-0600 Fax (206) 382-0500
 PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: 1" = 10'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 WATER PROFILES (SHEET 4 OF 6)

DWG. NO.	C5.13
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



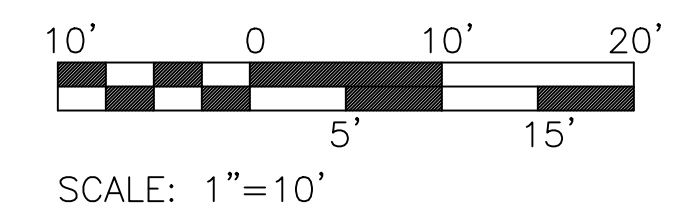
X ALIGNMENT W3 – WATER PROFILE (CONTINUED)
X.XX | X.XX

GENERAL NOTES

- EXISTING FOUNDATION STRUCTURES SHOWN IN PROFILE ARE APPROXIMATE. CONTRACTOR SHALL CONFIRM EXISTING CONDITIONS PRIOR TO START OF WORK. IF CONDITIONS DIFFER FROM THOSE SHOWN IN PROFILE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND NOT BEGIN CONSTRUCTION UNTIL CHANGED CONDITIONS HAVE BEEN EVALUATED.
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BEFORE YOU DIG
DIAL 811**

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91



90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

Port of
EVERETT
P.O. BOX 538
EVERETT, WA 98206
(425) 259-3164

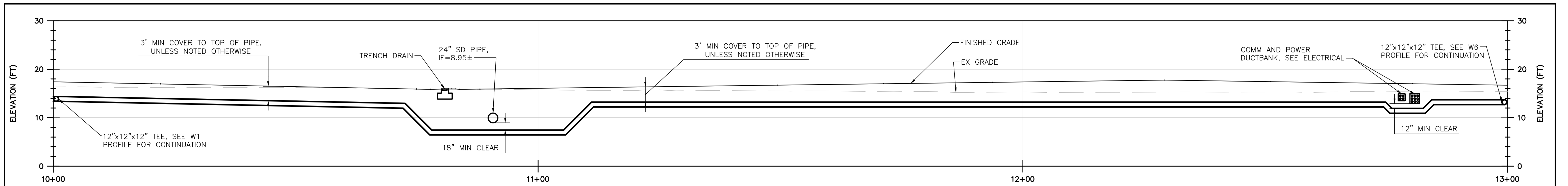
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

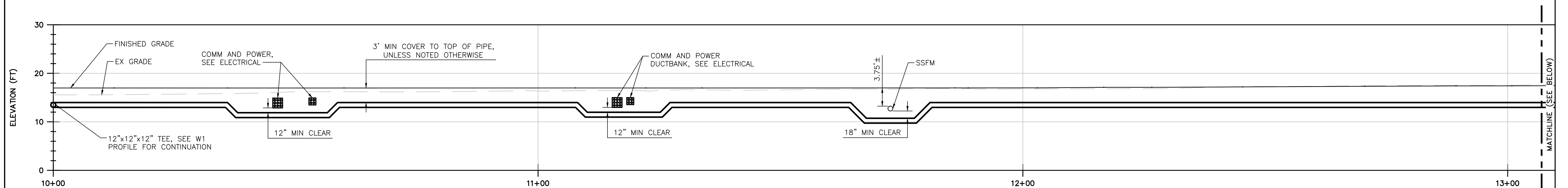
PROJECT ENGINEER: N. WATSON	SCALE: 1" = 10'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
WATER PROFILES (SHEET 5 OF 7)

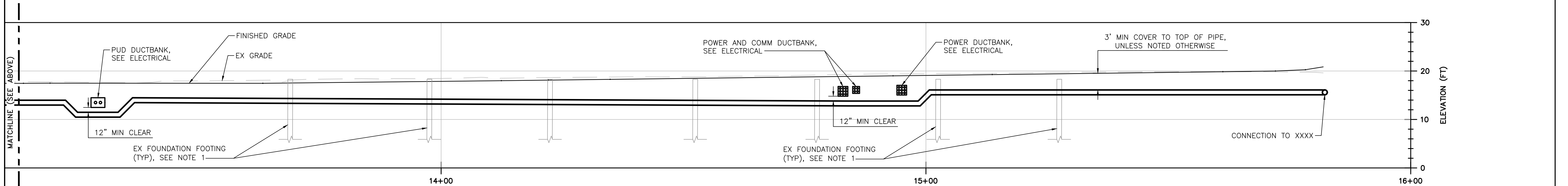
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CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



X ALIGNMENT W4 - WATER PROFILE
X.XX X.XX



X ALIGNMENT W5 - WATER PROFILE
X.XX X.XX



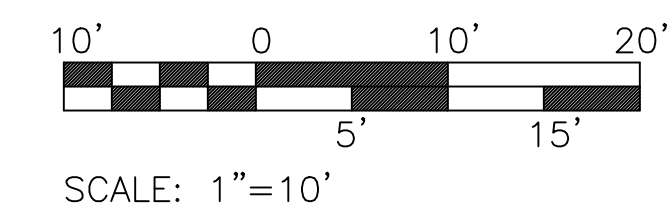
X ALIGNMENT W5 - WATER PROFILE (CONTINUED)
X.XX X.XX

GENERAL NOTES

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CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91



90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



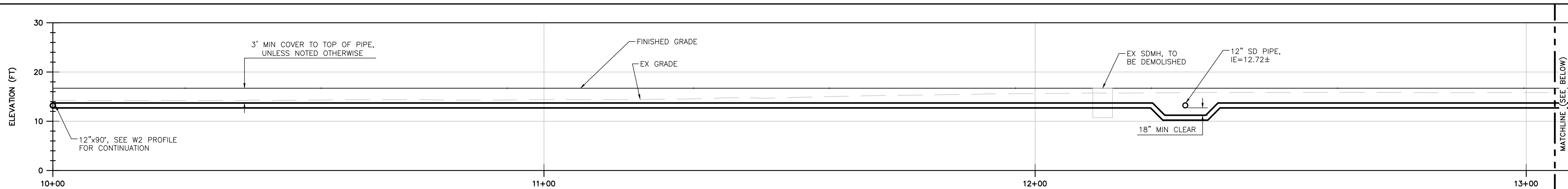
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Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

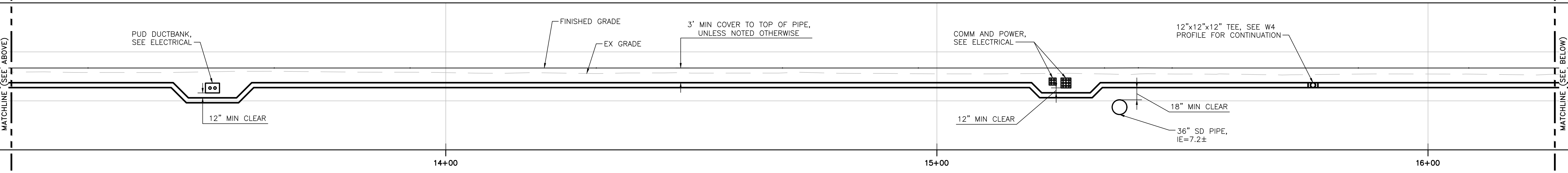
PROJECT ENGINEER: N. WATSON	SCALE: 1" = 10'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
WATER PROFILES (SHEET 6 OF 7)

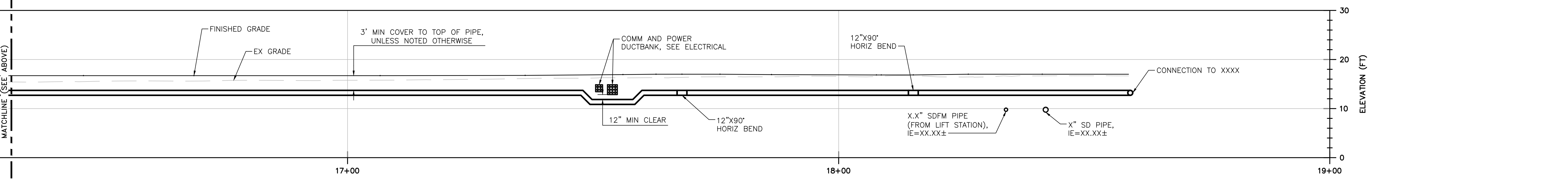
DWG. NO. C5.15
CIP NO. 1-8-900-05
PROJECT NO. MT-NT-2021-02.2
SHEET NO. XX OF XX



X ALIGNMENT W6 – WATER PROFILE
X.XX | X.XX



X ALIGNMENT W6 – WATER PROFILE (CONTINUED)
X.XX | X.XX



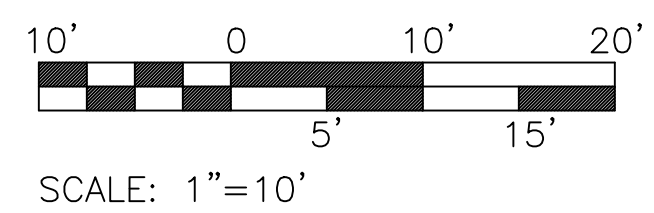
X ALIGNMENT W6 – WATER PROFILE (CONTINUED)
X.XX | X.XX

GENERAL NOTES

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DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91



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REDUCE SCALE ACCORDINGLY



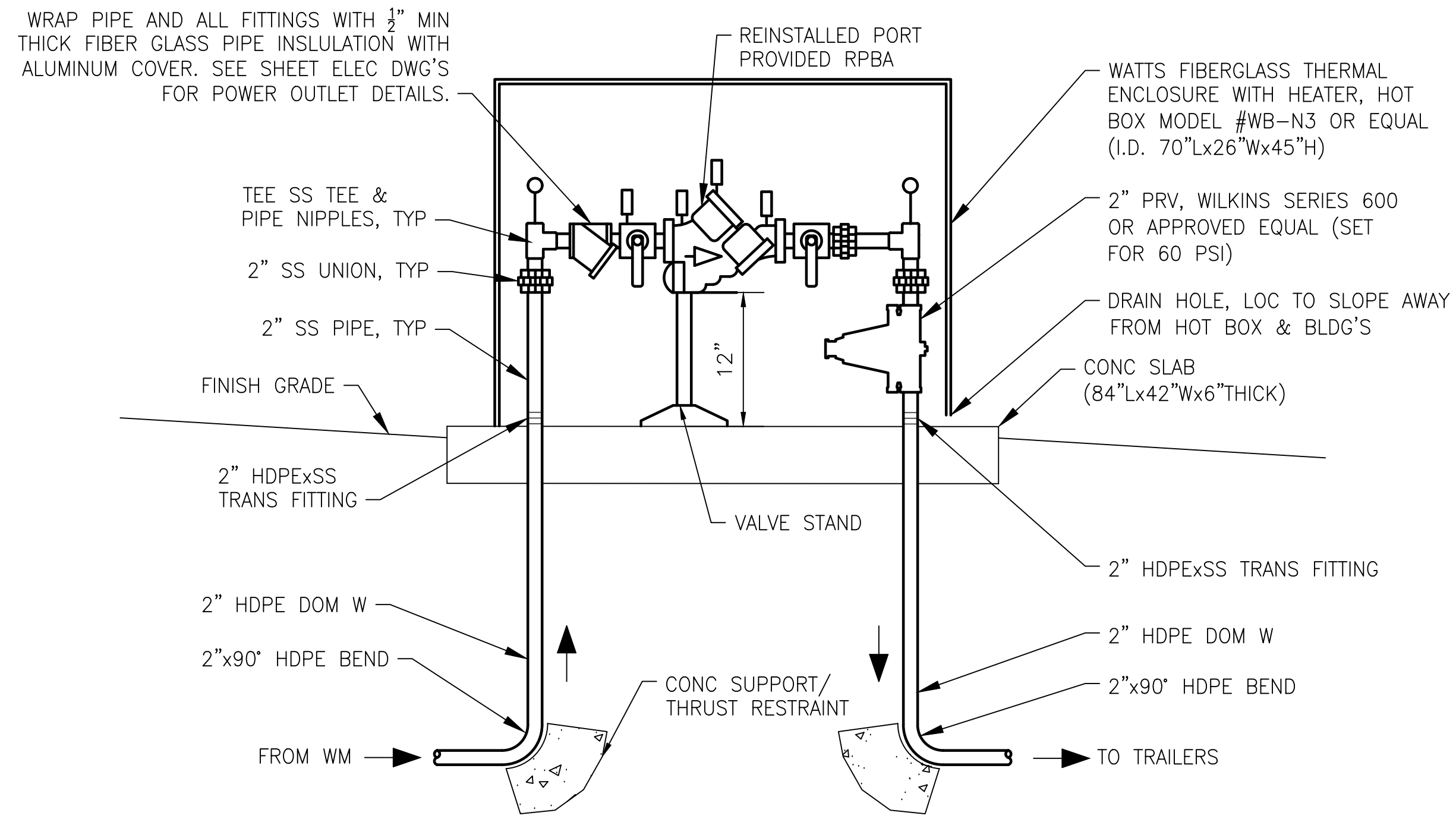
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Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: 1" = 10'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

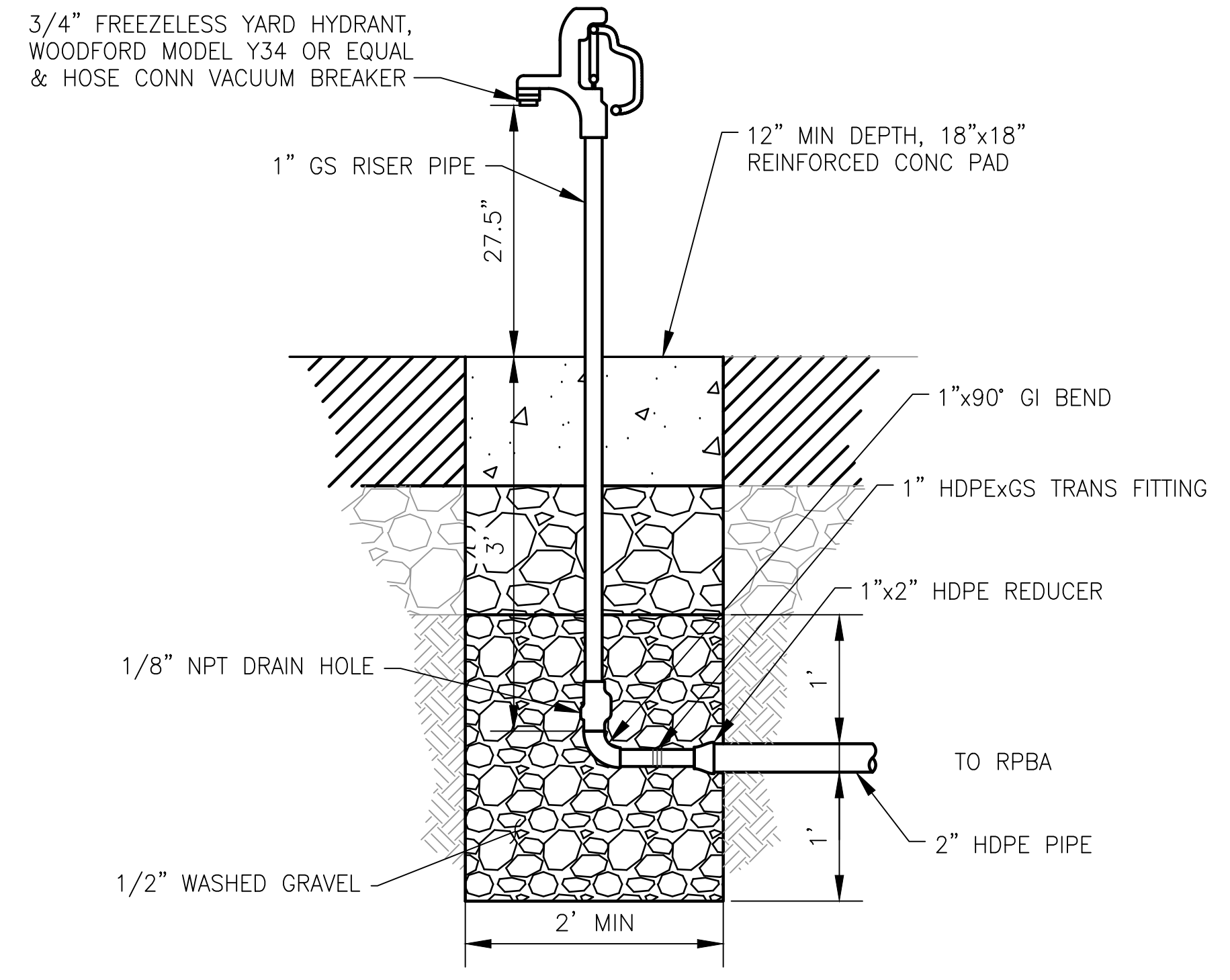
PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
WATER PROFILES (SHEET 7 OF 7)

DWG. NO. C5.16
CIP NO. 1-8-900-05
PROJECT NO. MT-NT-2021-02.2
SHEET NO. XX OF XX



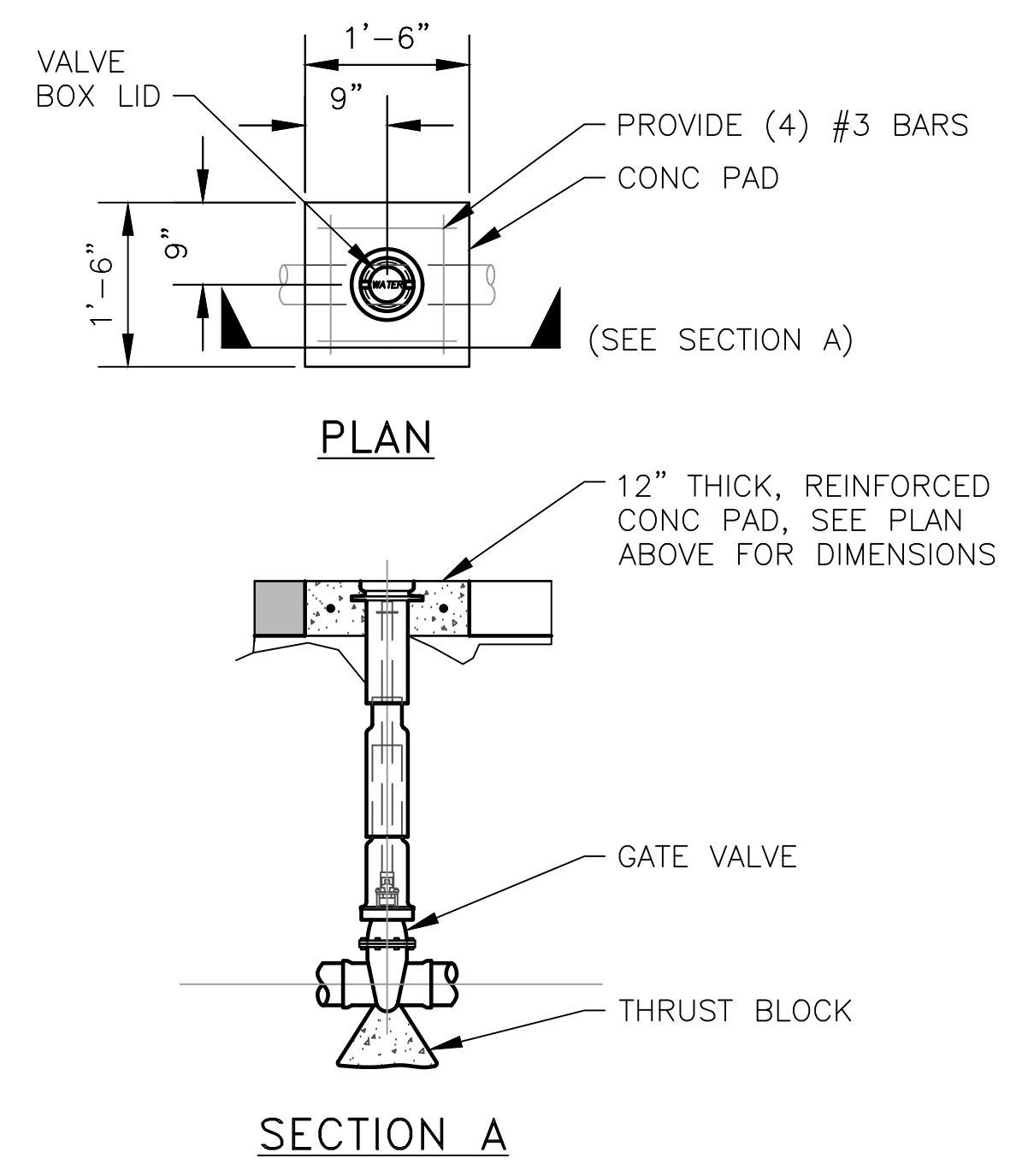
1 POTABLE WATER SERVICE RPBA AND HOTBOX DETAIL

C5.1, C5.3 | C5.20 SCALE: NTS



2 YARD HYDRANT DETAIL

C5.1, C5.3 | C5.20 SCALE: NTS



SECTION A

3 VALVE BOX

C5.1, C5.2 | C5.20 SCALE: NTS

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

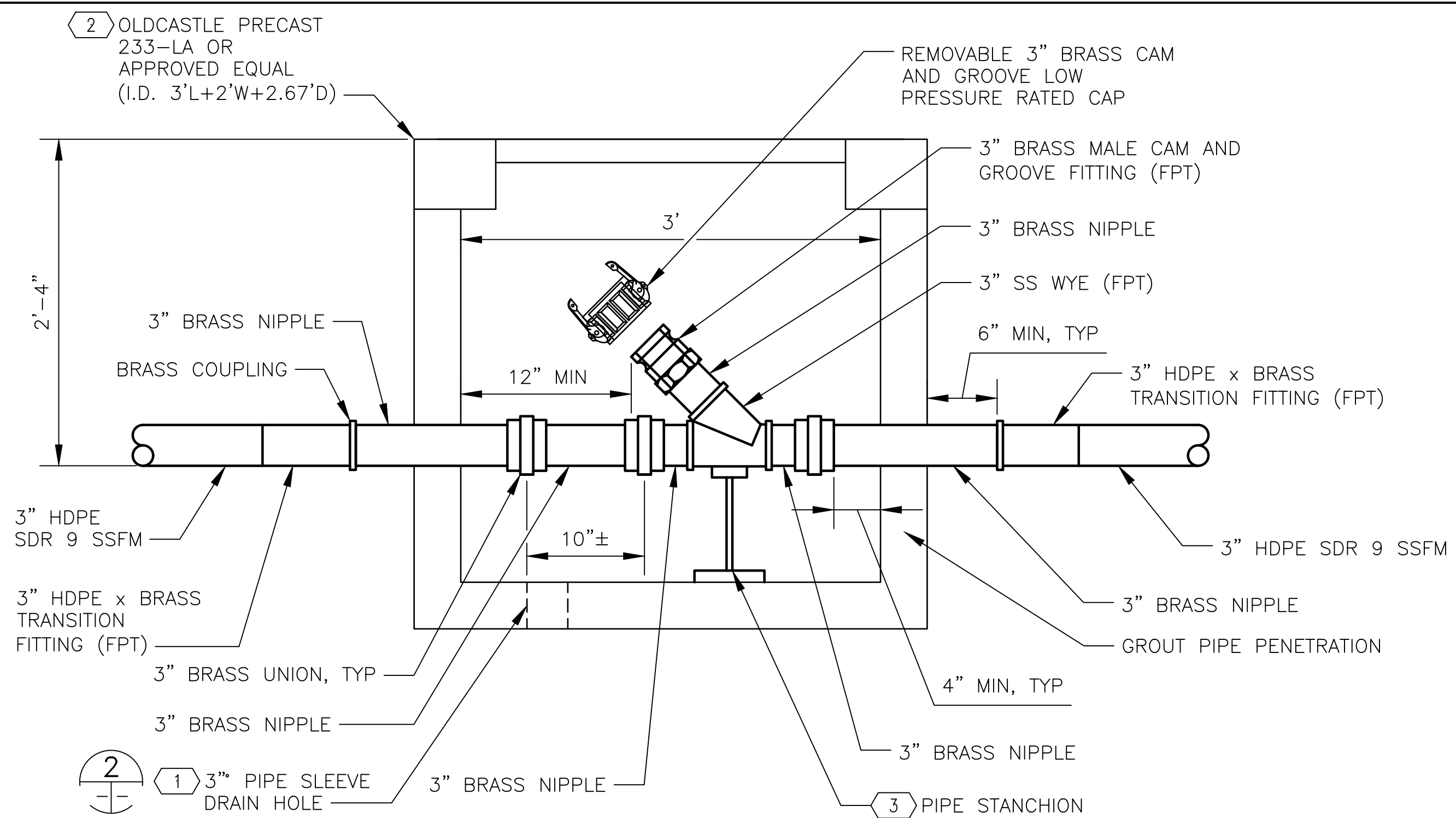


NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

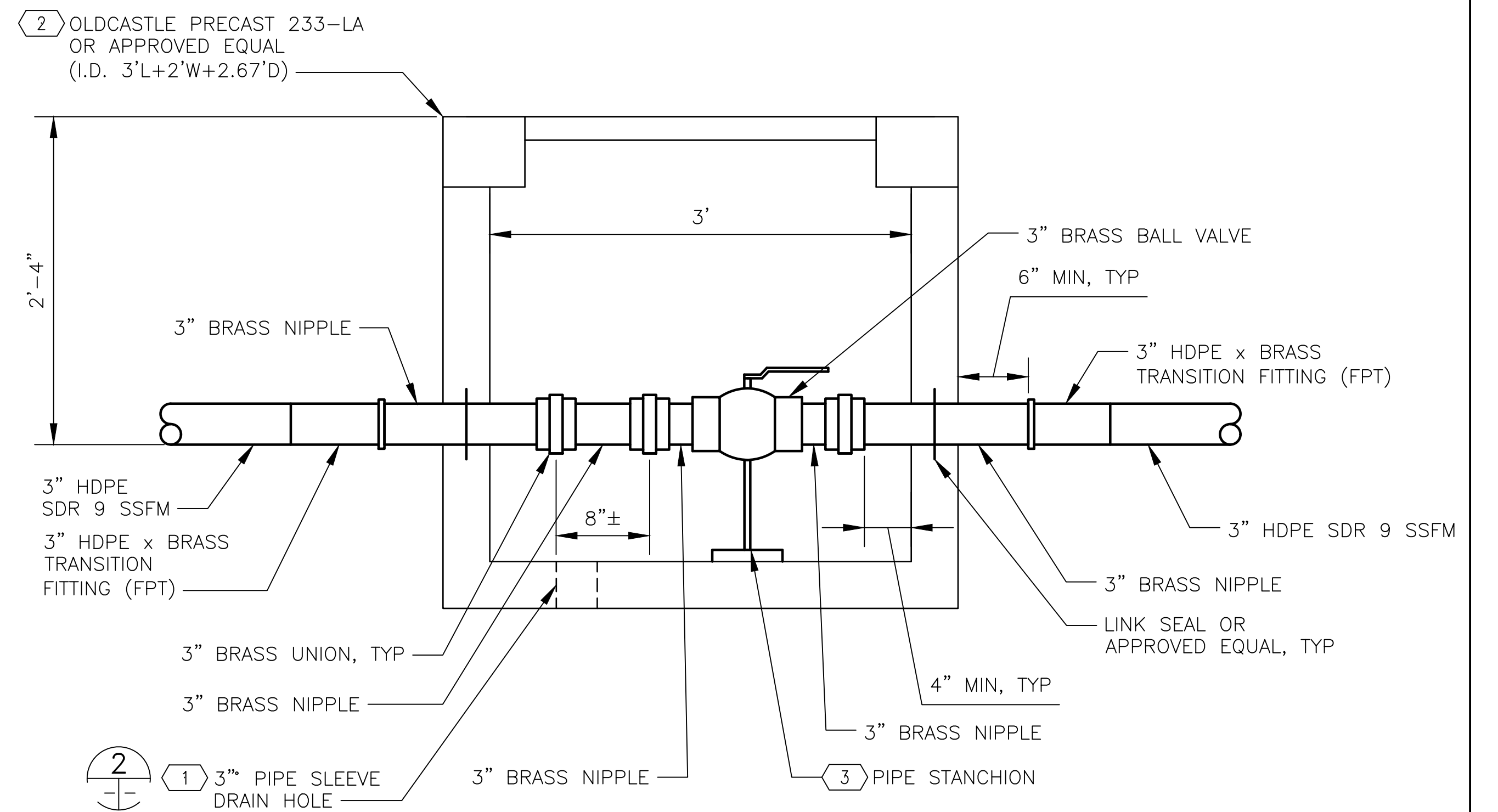
PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
WATER DETAILS

DWG. NO.	C5.20
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



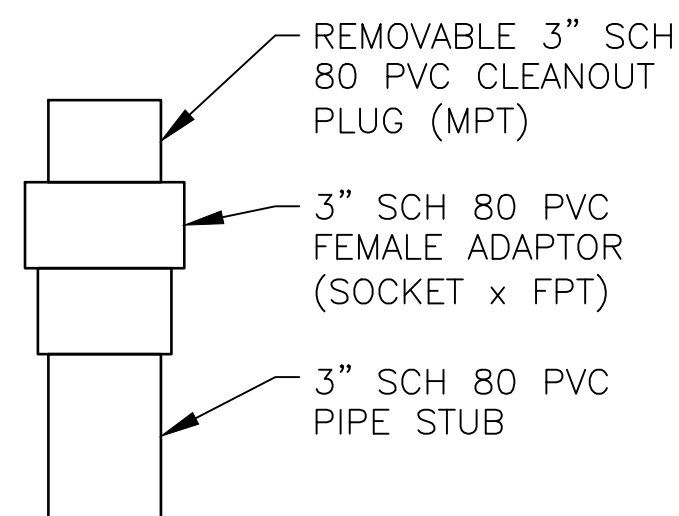
1 SSFM CO VAULT
C5.1/C5.21 SCALE: NTS



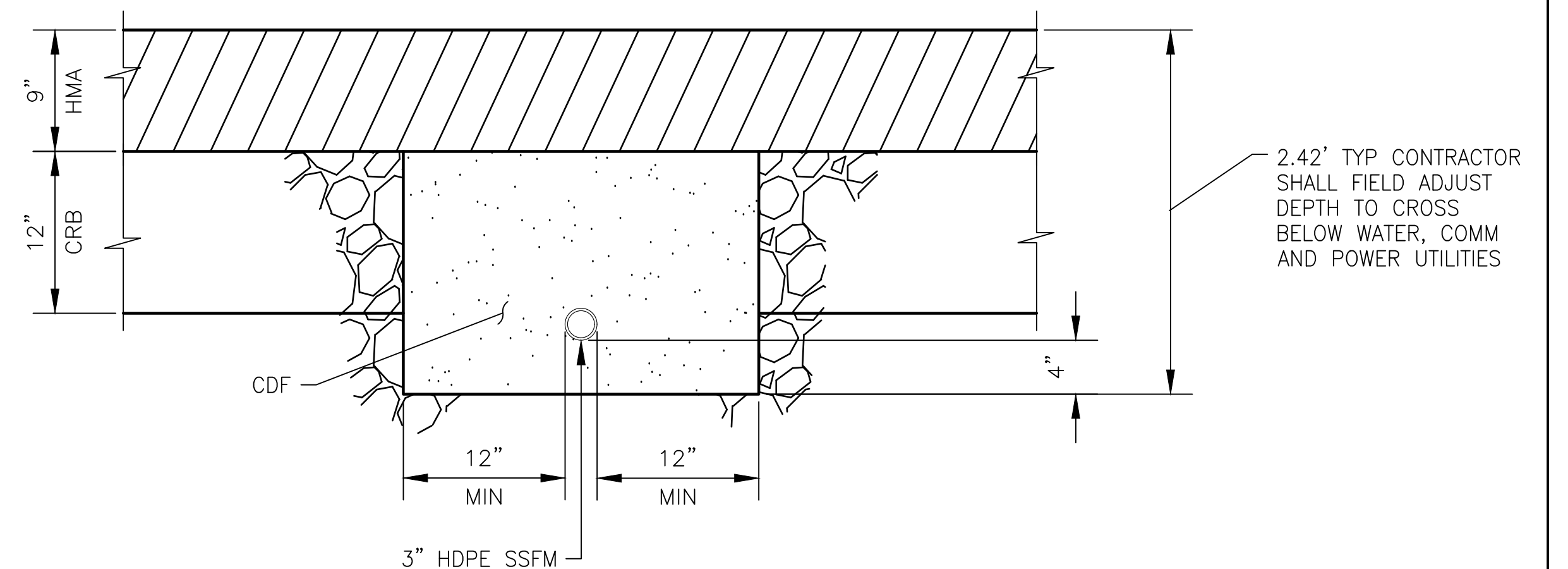
3 SSFM SHUT-OFF VALVE VAULT
C5.1/C5.21 SCALE: NTS

NOTES:

- 1** PROVIDE 3"Ø SCH 80 PVC PIPE SLEEVE DRAIN HOLE. CAST SLEEVE TOP FLUSH WITH INSIDE OF VAULT BOT. TRIM SLEEVE BOT FLUSH WITH OUTSIDE VAULT BOT.
- 2** UTILITY STRUCTURE AND LID SHALL BE CONTRACTOR DESIGNED IN CONFORMANCE WITH THE UNDERGROUND UTILITY STRUCTURES DESIGN LOADING CRITERIA NOTES AND THE TAYLOR "BIG RED" THDC-976 CONTAINER HANDLER INFORMATION ON SHEET G1.2.
- 3** STANCHIONS SHALL BE SECURELY FASTENED TO THE VAULT AND THE VALVE WITH CORROSION RESISTANT HARDWARE.

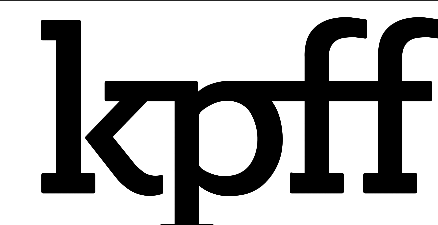


2 PIPE SLEEVE DRAIN HOLE
SCALE: NTS



A TYPICAL SSFM TRENCH SECTION
SCALE: NTS

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



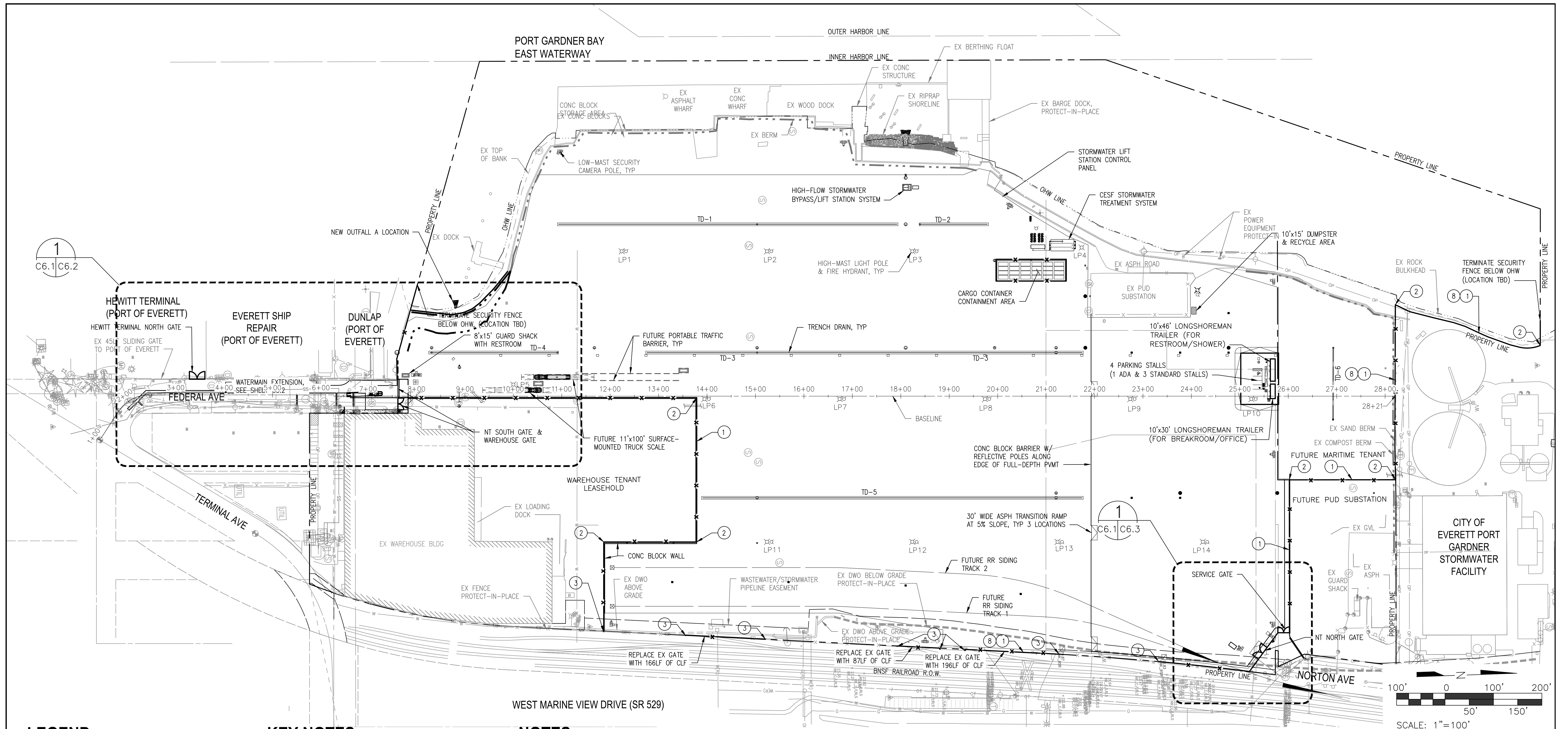
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
SEWER DETAILS

DWG. NO.	C5.21
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



LEGEND

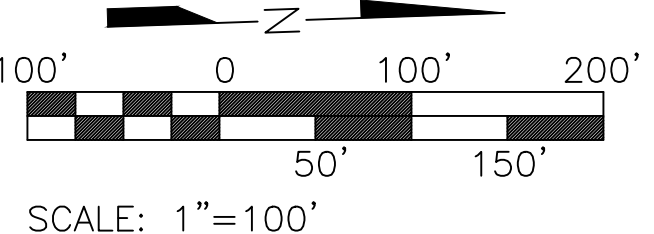
- x—x— 7' SECURITY FENCE W/ ANGLED BARB WIRE EXTENSION
- x-x- EX FENCE
- - - SLIDE GATE
- - - EX SLIDE GATE
- ◡ SWING GATE
- ◡ EX SWING GATE

KEY NOTES

1. CONSTRUCT 7' HIGH SECURITY FENCE WITH 1" HIGH 3 STRAND BARRED WIRE PER DETAIL 1 ON SHEET C6.5
2. CONSTRUCT CORNER POST AND BRACE
3. CONNECT TO EXISTING FENCE
4. CONSTRUCT 15' SWING GATE PER DETAIL X ON SHEET C6.X
5. CONSTRUCT 12' SWING GATE PER DETAIL X ON SHEET C6.X
6. CONSTRUCT 10' SWING GATE PER DETAIL X ON SHEET C6.X
7. CONSTRUCT 4' SWING GATE PER DETAIL X ON SHEET C6.X
8. CONSTRUCT FENCE ON PROPERTY LINE

NOTES

1. CONTRACTOR SHALL LOCATE EXISTING UTILITIES PRIOR TO FENCE CONSTRUCTION AND ADJUST THE LOCATION OF FENCE POLES TO AVOID EXISTING UTILITIES.



CALL 48 HOURS
BEFORE YOU DIG
DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



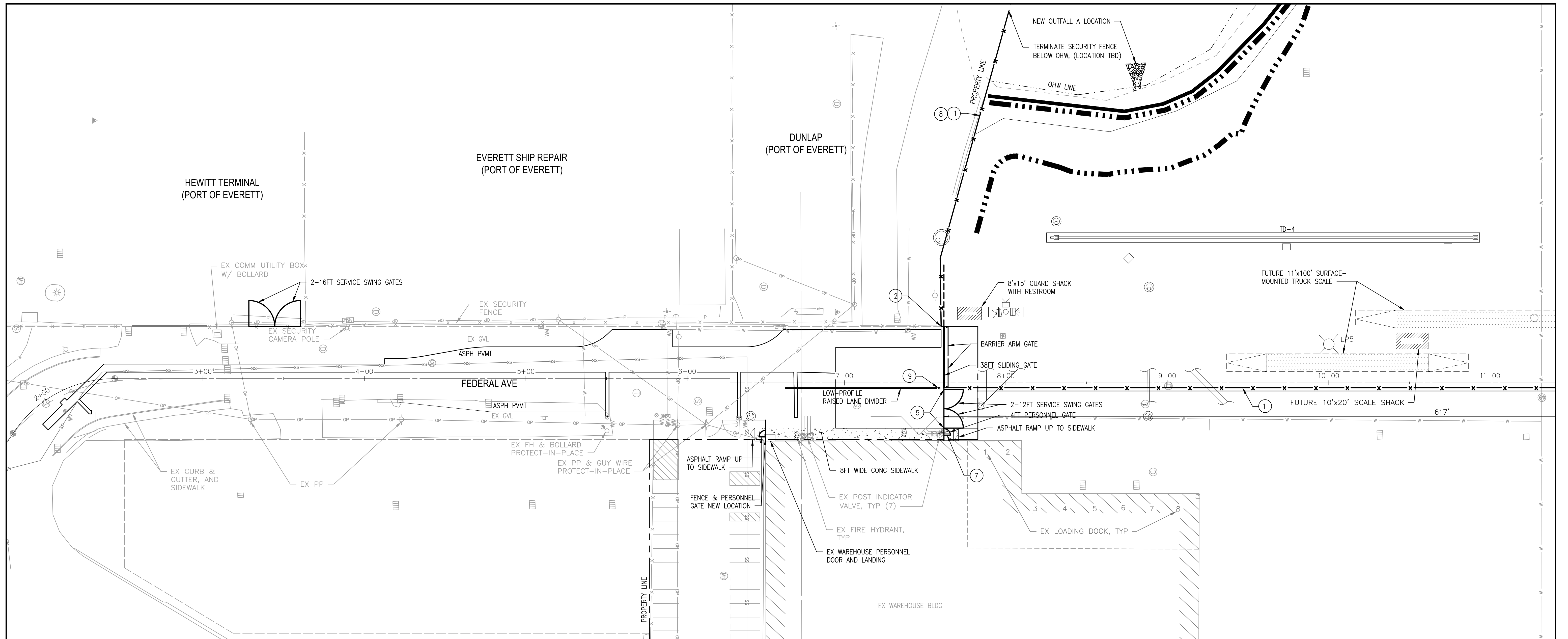
kpff
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: 1" = 100'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
SECURITY FENCE
OVERALL SITE PLAN

DWG. NO.	C6.1
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



LEGEND

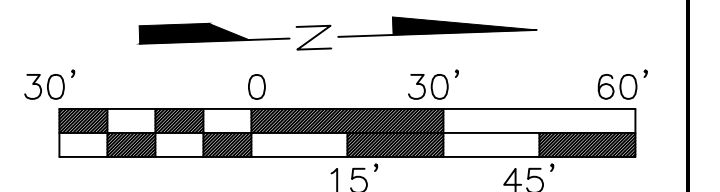
- 7' SECURITY FENCE W/ ANGLED BARB WIRE EXTENSION
- EX FENCE
- SLIDE GATE
- EX SLIDE GATE
- SWING GATE
- EX SWING GATE

KEY NOTES

- ① CONSTRUCT 7' HIGH SECURITY FENCE WITH 1' HIGH 3 STRAND BARRED WIRE PER DETAIL 1 ON SHEET C6.5
- ② CONSTRUCT CORNER POST AND BRACE
- ③ CONNECT TO EXISTING FENCE
- ④ CONSTRUCT 15' SWING GATE PER DETAIL X ON SHEET C6.X
- ⑤ CONSTRUCT 12' SWING GATE PER DETAIL X ON SHEET C6.X
- ⑥ CONSTRUCT 10' SWING GATE PER DETAIL X ON SHEET C6.X
- ⑦ CONSTRUCT 4' SWING GATE PER DETAIL X ON SHEET C6.X
- ⑧ CONSTRUCT FENCE ON PROPERTY LINE
- ⑨ CONSTRUCT BOLLARD PER DETAIL 1 ON SHEET C6.10

NOTES

1. CONTRACTOR SHALL LOCATE EXISTING UTILITIES PRIOR TO FENCE CONSTRUCTION AND ADJUST THE LOCATION OF FENCE POLES TO AVOID EXISTING UTILITIES.



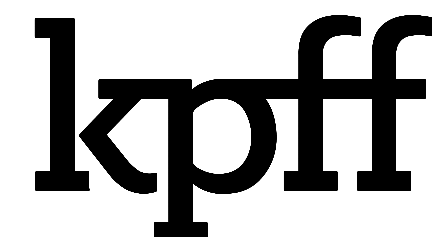
SCALE: 1"=30'

CALL 48 HOURS
BEFORE YOU DIG
DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL

IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



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PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: 1" = 100'
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
SECURITY FENCE
DETAIL SITE PLAN

DWG. NO.	C6.2
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



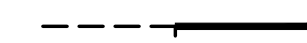

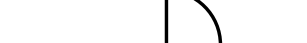

NOTES

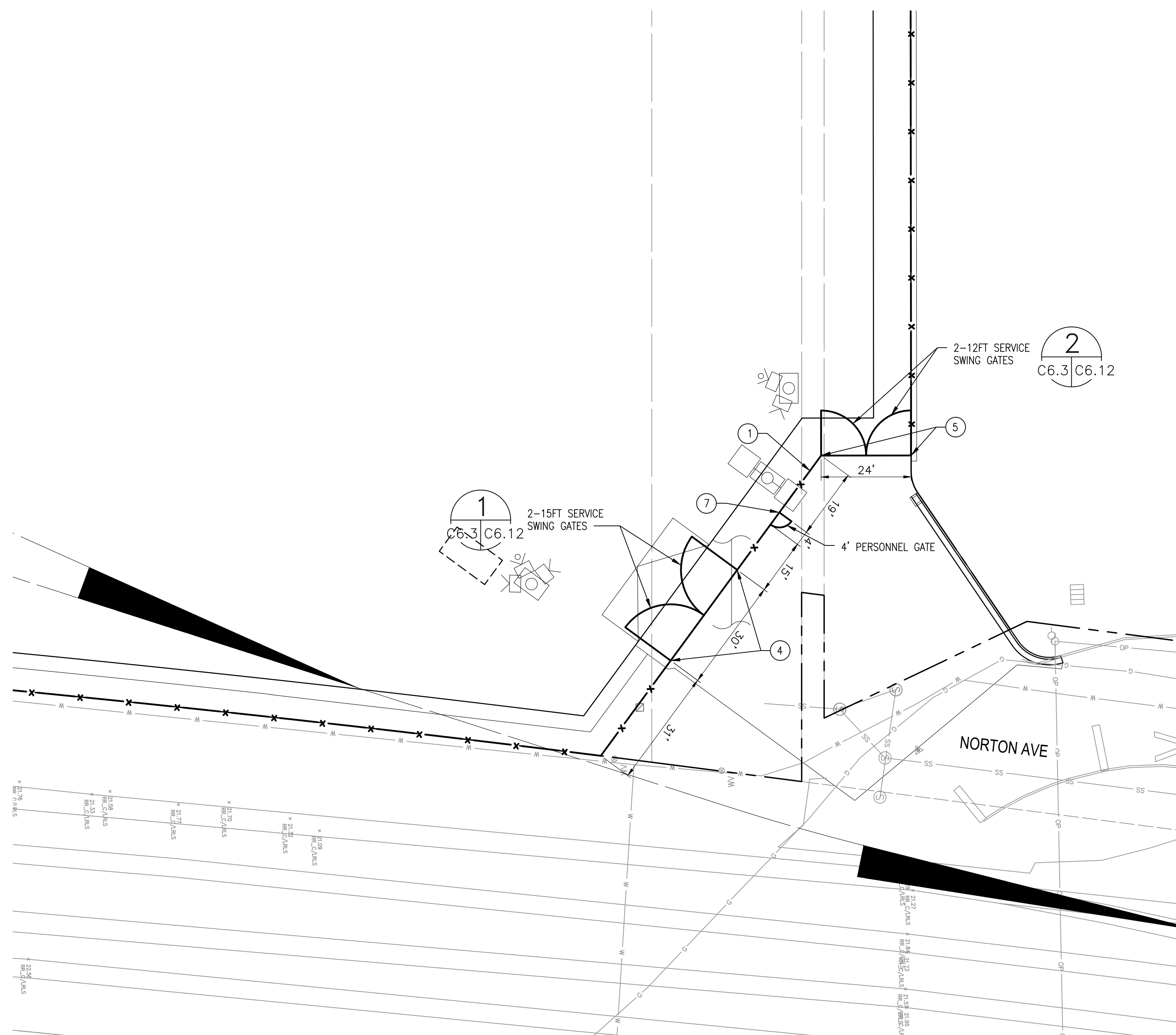
- CONTRACTOR SHALL LOCATE EXISTING UTILITIES PRIOR TO FENCE CONSTRUCTION AND ADJUST THE LOCATION OF FENCE POLES TO AVOID EXISTING UTILITIES.

KEY NOTES

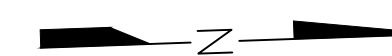
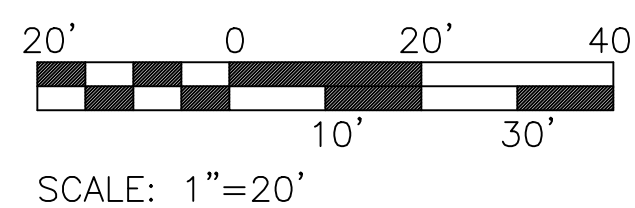
- CONSTRUCT 7' HIGH SECURITY FENCE WITH 1' HIGH 3 STRAND BARRED WIRE PER DETAIL 1 ON SHEET C6.5
- CONSTRUCT CORNER POST AND BRACE
- CONNECT TO EXISTING FENCE
- CONSTRUCT 15' SWING GATE PER DETAIL X ON SHEET C6.X
- CONSTRUCT 12' SWING GATE PER DETAIL X ON SHEET C6.X
- CONSTRUCT 10' SWING GATE PER DETAIL X ON SHEET C6.X
- CONSTRUCT 4' SWING GATE PER DETAIL X ON SHEET C6.X
- CONSTRUCT FENCE ON PROPERTY LINE
- CONSTRUCT BOLLARD PER DETAIL 1 ON SHEET C6.10

LEGEND

-  7' SECURITY FENCE W/ ANGLED BARB WIRE EXTENSION
-  EX FENCE
-  SLIDE GATE
-  EX SLIDE GATE
-  SWING GATE
-  EX SWING GATE



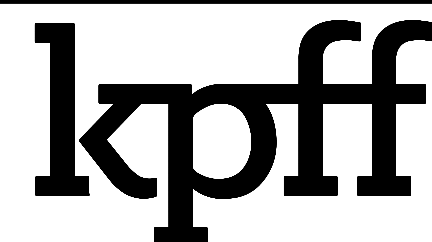
1 SECURITY FENCE DETAIL SITE PLAN
C6.1/C6.3



CALL 48 HOURS
BEFORE YOU DIG
DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



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PROJECT NO. 1600120

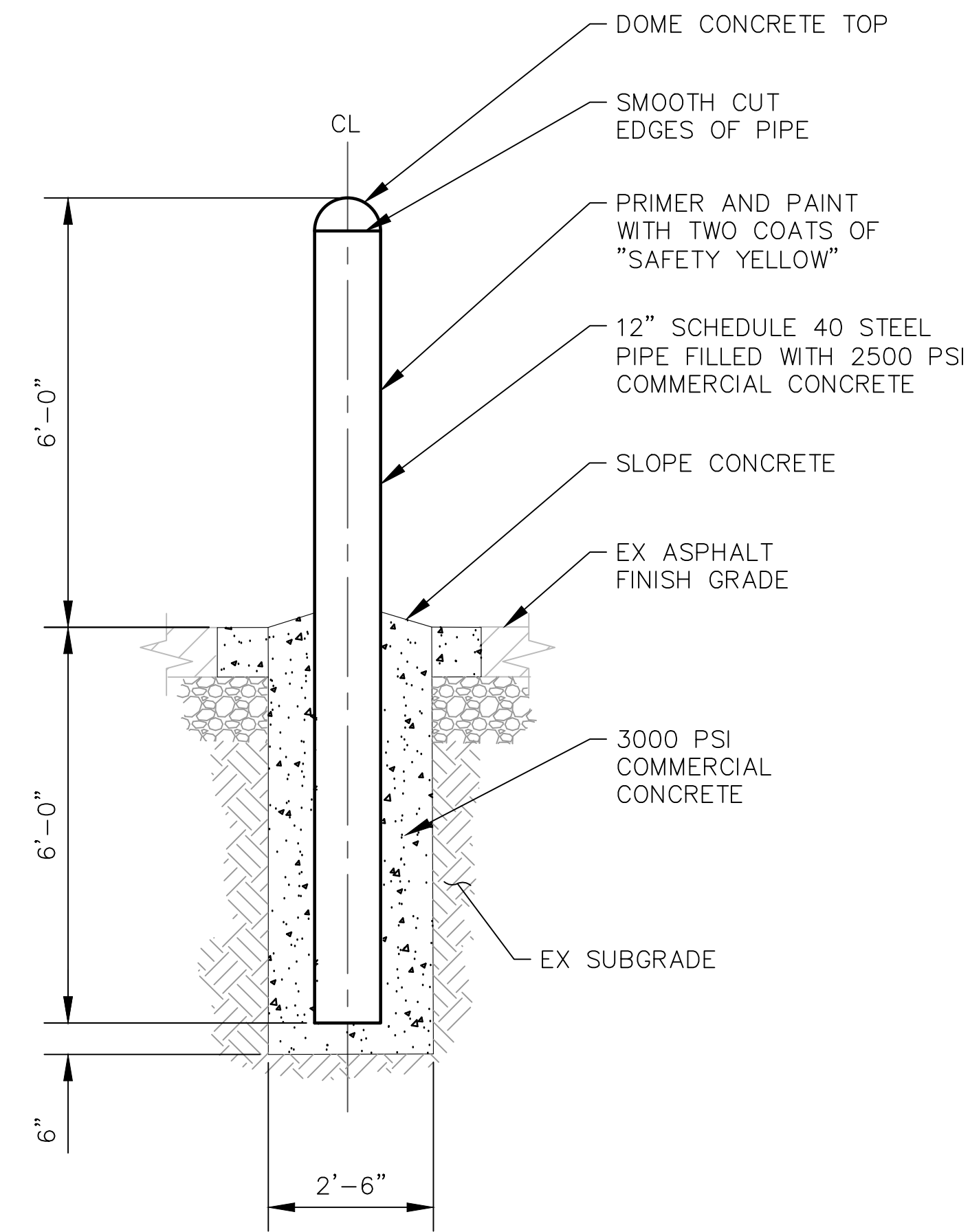
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:
N. WATSON
DESIGNED BY:
J. BECKER
DRAWN BY:
K. EDWARDS, D. YU
APPROVED BY:

SCALE:
AS SHOWN
DATE:
04/16/2021
CHECKED BY:
N. WATSON

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
SECURITY FENCE
DETAIL SITE PLAN

DWG. NO.	C6.3
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX



1 DETAIL - FIXED UTILITY PROTECTION BOLLARD
 C6.2, C6.3, C6.4 SCALE: NTS

ADD FIRE HYDRANT DETAIL PLAN AND ELEVATION TO THIS SHEET. CALLOUT BOLLARD ON PLAN VIEW AND REFERENCE THE BOLLARD DETAIL ABOVE.

CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



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 (206) 382-0600 Fax (206) 382-0500
 PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

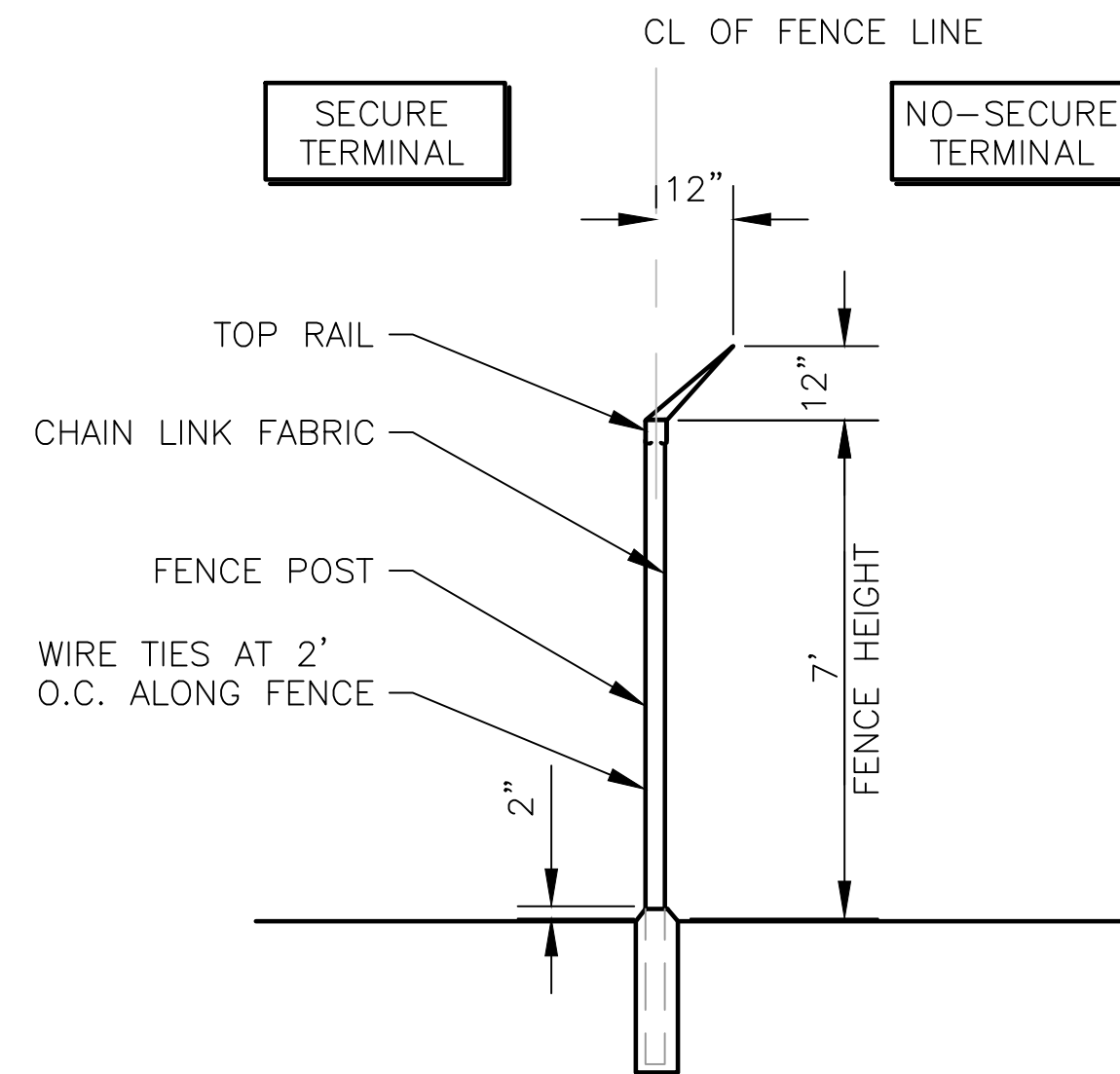
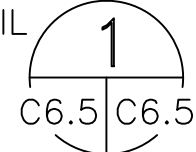
PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 BOLLARD AND FENCING DETAILS

DWG. NO.	C6.4
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	17 OF XX

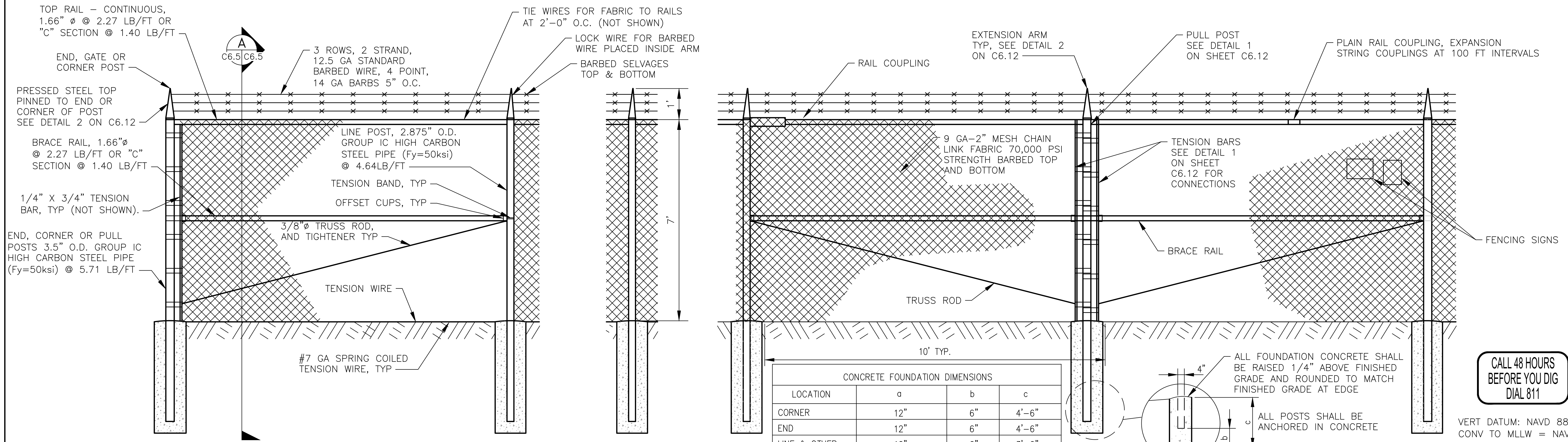
FENCING NOTES:

- UNLESS OTHERWISE NOTED ALL SECURITY FENCE SHALL BE PER DETAIL 1
- ALL CHAIN LINK FENCE SHALL BE BLACK VINYL COATED, INCLUDING GATES, RAILS, RODS, EXTENSION ARMS, POSTS, CONNECTIONS, BARB WIRE, AND FABRIC.
- WIRE TIES, RAILS, POSTS AND BRACES SHALL BE CONSTRUCTED ON THE SECURE SIDE OF THE FENCE ALIGNMENT. CHAIN LINK FABRIC SHALL BE PLACED ON THE OPPOSITE SIDE OF THE SECURE BARRIER.
- EXTENSION ARMS SHALL BE PLACED ON ALL LINE AND CORNER FENCE POSTS. GATE END POSTS SHALL BE INSTALLED WITH POST CAPS.
- CONTRACTOR SHALL NOT REUSE ANY EXISTING FENCING OR BARBED WIRE WITHOUT APPROVAL OF ENGINEER.
- WHERE NEW FENCE LINE MATCHES EXISTING FENCE LINE, CONTRACTOR SHALL DEMOLISH EXISTING FENCE AND GATES ONLY WHERE PLAN INDICATES INSTALLATION OF NEW TWIC SECURITY CHAIN LINK FENCE AND GATES.
- CONTRACTOR SHALL SALVAGE AND REUSE SIGNAGE THAT IS IN GOOD CONDITION. SIGNS THAT ARE FADED OR DAMAGED IN ANY WAY SHALL NOT BE SALVAGED OR REUSED.



NOTES:
1. WHERE FENCING IS LOCATED ON A SLOPE THE CONTRACTOR SHALL INSTALL A BOTTOM RAIL

A SECTION - TYPICAL SECURITY FENCE
C6.5/C6.5 SCALE: NTS



1 DETAIL - TYPICAL SECURITY FENCE
C6.1, C6.2, C6.3, C6.5/C6.5 SCALE: NTS

CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



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PROJECT NO. 1600120

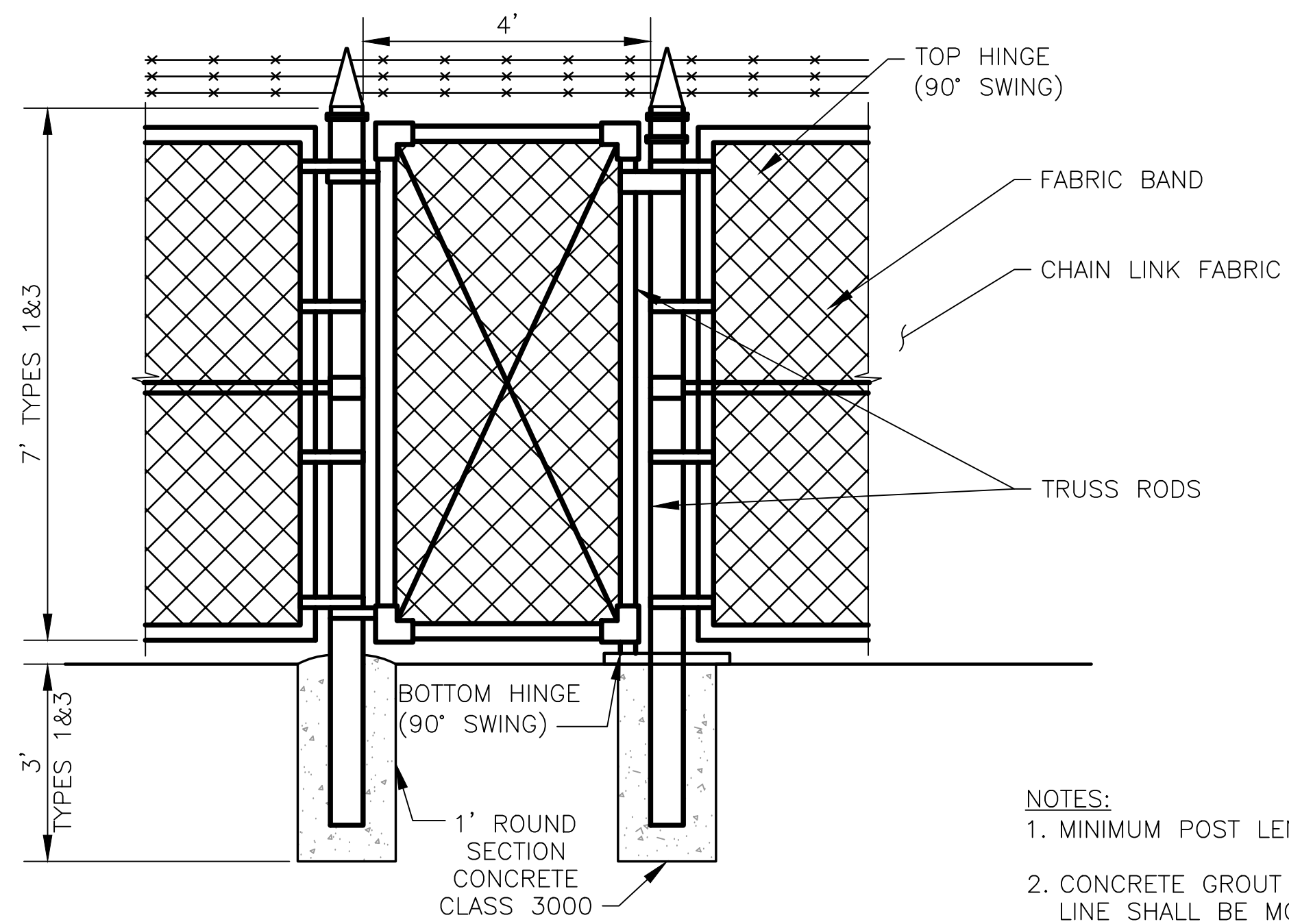
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

PROJECT ENGINEER:
N. WATSON
DESIGNED BY:
J. BECKER
DRAWN BY:
K. EDWARDS, D. YU
APPROVED BY:

SCALE:
AS SHOWN
DATE:
04/16/2021
CHECKED BY:
N. WATSON

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
FENCE DETAILS

DWG. NO. **C6.5**
CIP NO. 1-8-900-05
PROJECT NO. MT-NT-2021-02.2
SHEET NO. 18 OF XX



- NOTES:**
1. MINIMUM POST LENGTH TYPES 1&3: 9'-8"
 2. CONCRETE GROUT AROUND POST AT GROUND LINE SHALL BE MOUNDED FOR DRAINAGE

1 DETAIL - PERSONNEL GATE
 C6.2, C6.3 | C6.6 SCALE: NTS

CALL 48 HOURS
 BEFORE YOU DIG
 DIAL 811

VERT DATUM: NAVD 88
 CONV TO MLLW = NAVD88+2.03
 HORZ DATUM: NAD 83/91

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY



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 (206) 382-0600 Fax (206) 382-0500
 PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

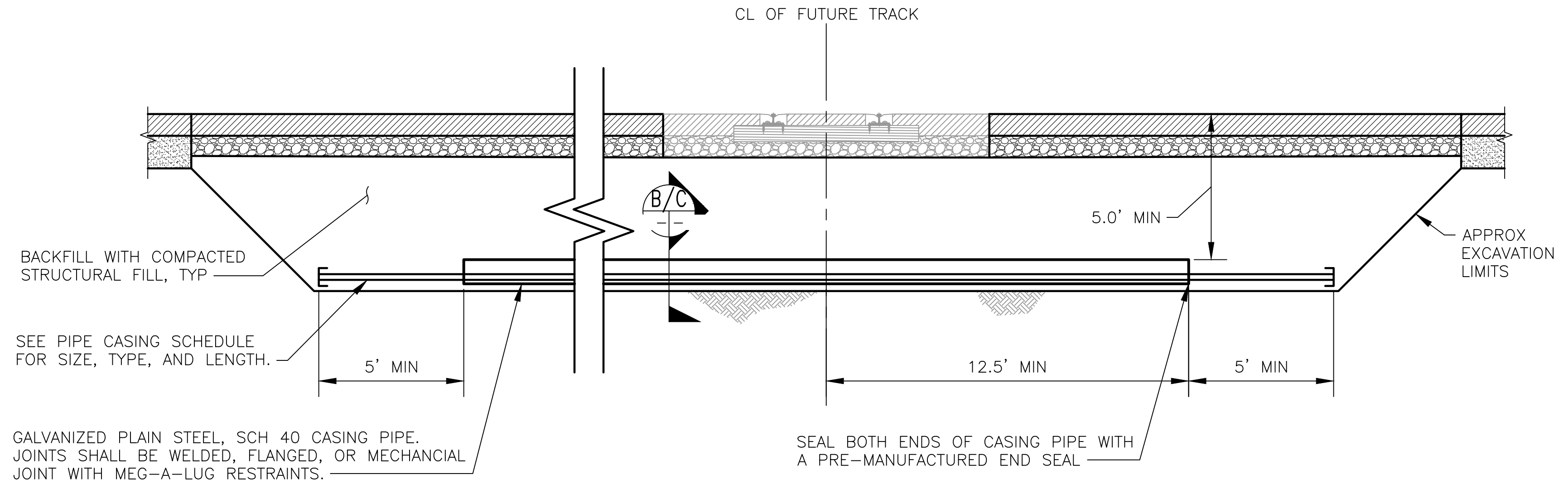
PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 FENCE DETAILS

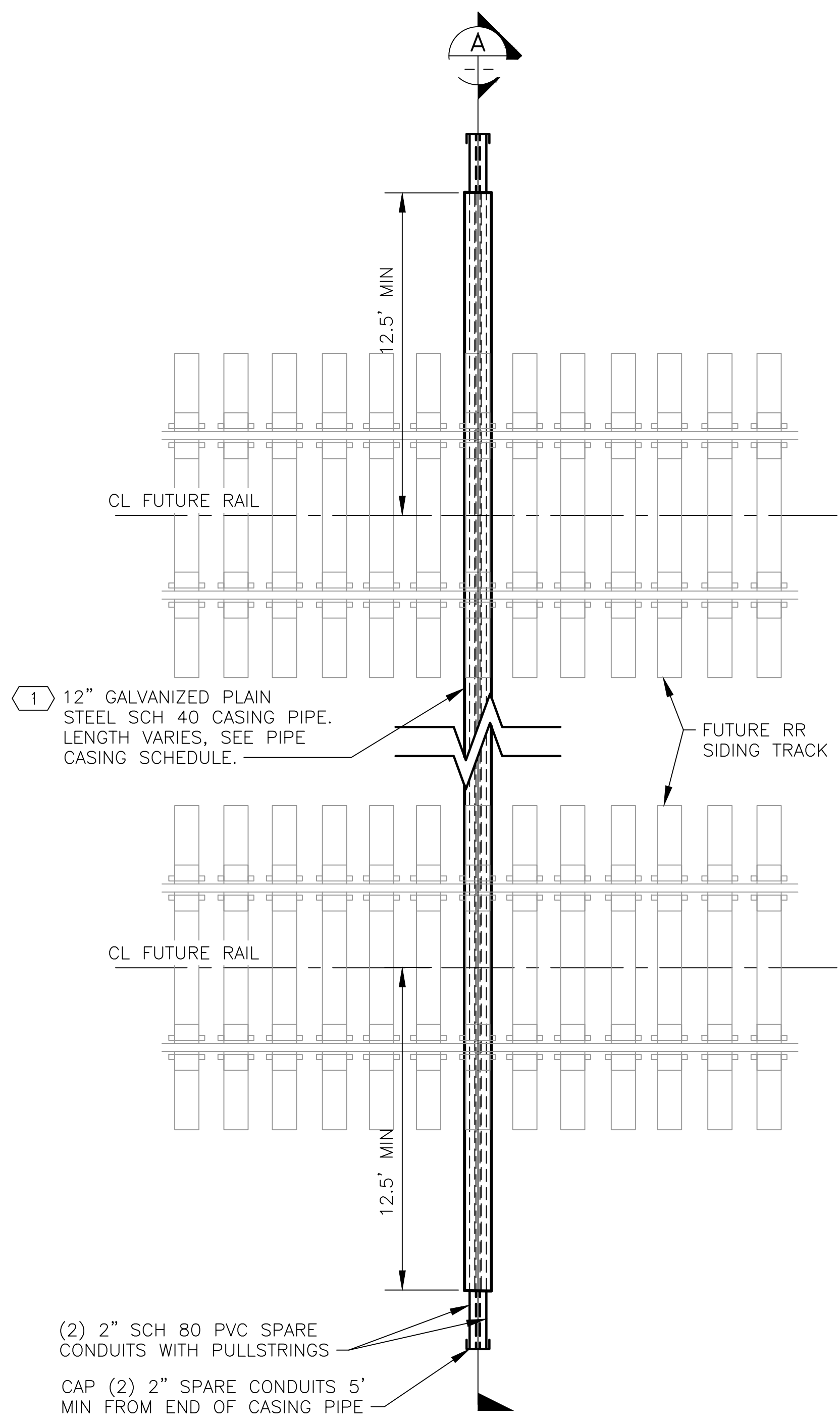
DWG. NO.	C6.6
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	19 OF XX

NOTES

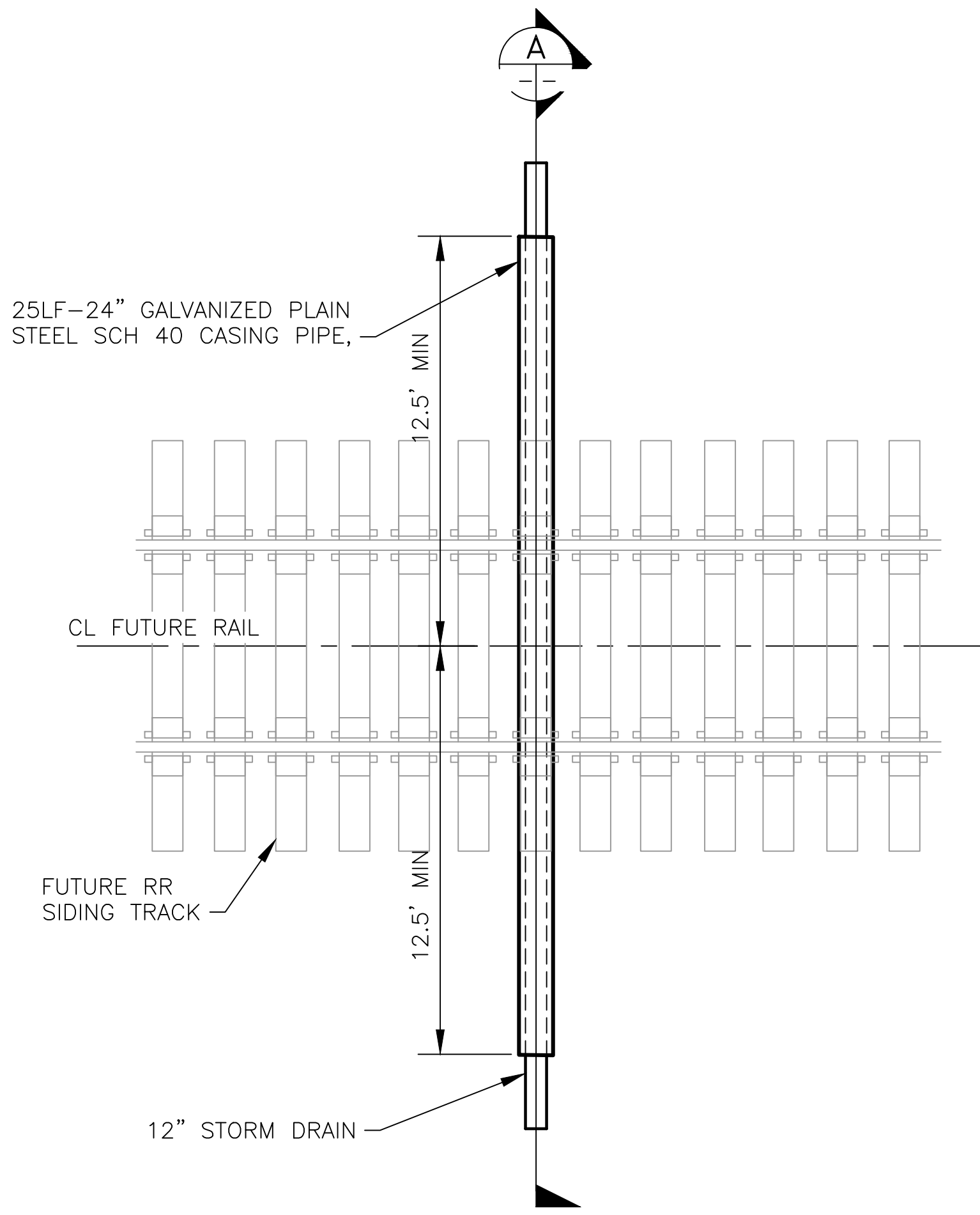
1 SEE PLAN FOR UTILITY CROSSING ORIENTATION.



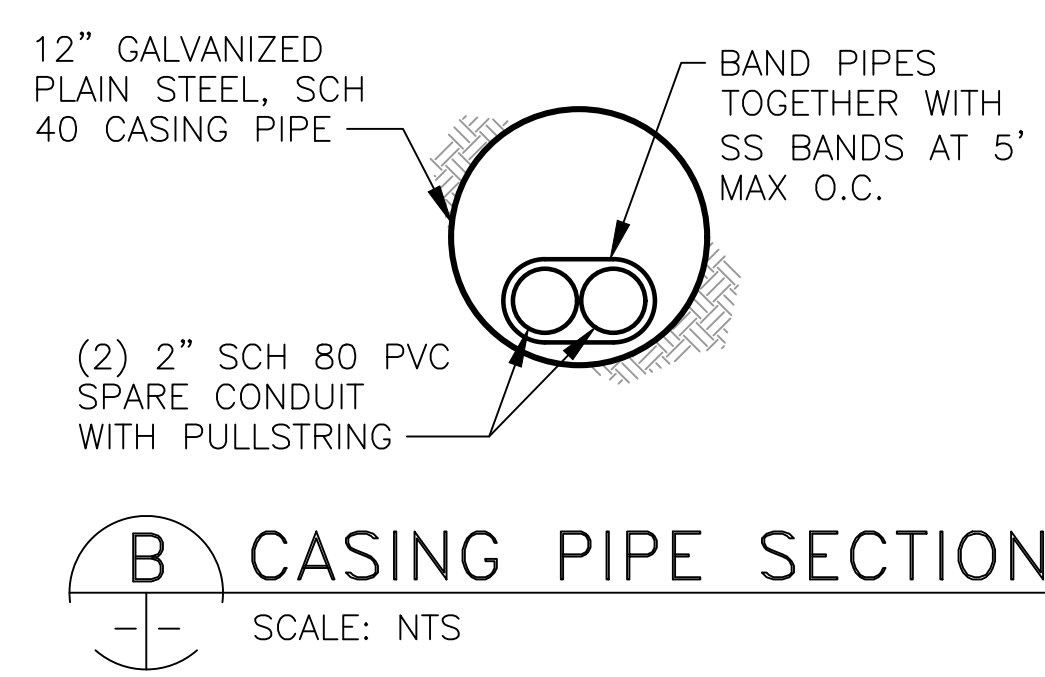
A TYPICAL UTILITY CASING PIPE PROFILE
SCALE: NTS



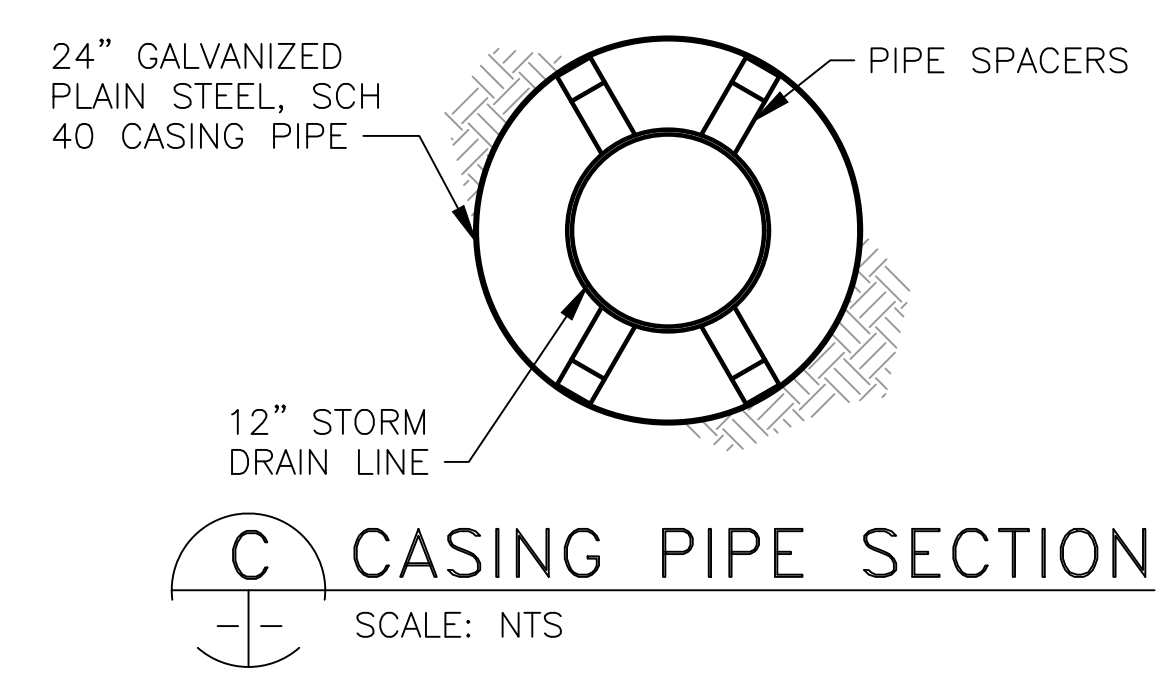
1 TYPICAL COMMUNICATION CONDUIT CASING PIPE PLAN
C#.# C7.1 SCALE: NTS



2 STORM DRAIN CASING PIPE PLAN
C#.# C7.1 SCALE: NTS



B CASING PIPE SECTION
SCALE: NTS



C CASING PIPE SECTION
SCALE: NTS

PIPE CASING SCHEDULE			
PIPE CASING	LENGTH	DIAMETER	TYPE
COMMUNICATION CONDUIT 1	140'±	12"	GALVANIZED PLAIN STEEL, SCHEDULE 40
COMMUNICATION CONDUIT 2	105'±	12"	GALVANIZED PLAIN STEEL, SCHEDULE 40
STORM DRAIN	25'	24"	GALVANIZED PLAIN STEEL, SCHEDULE 40

CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



NO.	DATE	BY	REVISION

PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: J. BECKER	DATE: 04/16/2021
DRAWN BY: K. EDWARDS, D. YU	CHECKED BY: N. WATSON
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
CASING PIPE SECTIONS & DETAILS

DWG. NO.	C7.1
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	XX OF XX

LIGHT POLE FOUNDATION STRUCTURAL NOTES:

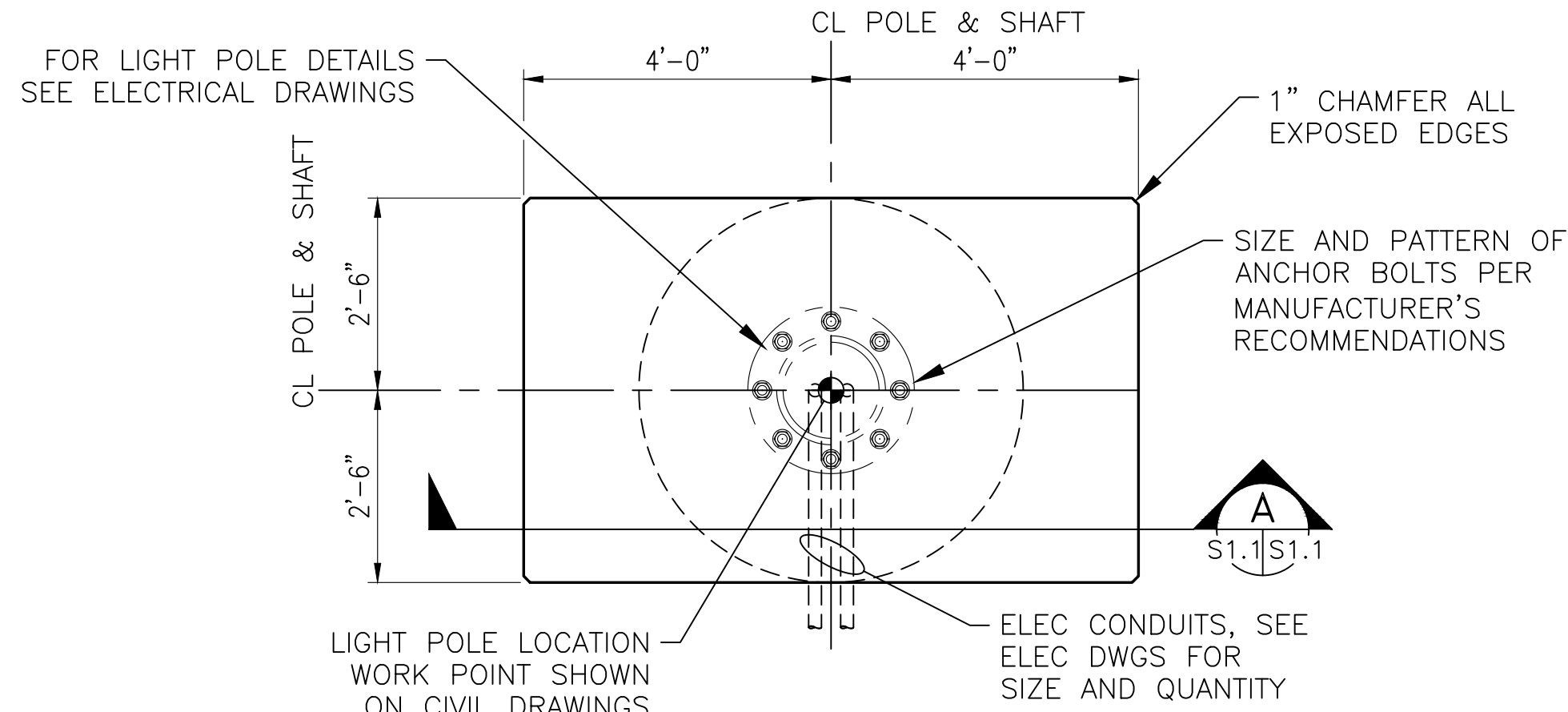
- CODES AND STANDARDS:**
 ALL MATERIALS, WORKMANSHIP, DESIGN AND CONSTRUCTION SHALL CONFORM TO THE DRAWINGS AND THE INTERNATIONAL BUILDING CODE (IBC), 2018 EDITION, WITH CITY OF EVERETT AMENDMENTS, AND THE PROJECT SPECIFICATIONS.
- DESIGN LOADS**
 - DESIGN LOAD CRITERIA FOR LOW-MAST AND HIGH-MAST LIGHT POLES:**
 EARTHQUAKE LOADS: PER IBC 2018
 WIND LOADS: 98 MPH EXPOSURE D IMPORTANCE FACTOR OF 1.0
 ULTIMATE BASE REACTIONS FOR POLES SHALL BE CALCULATED PER AASHTO LRFD LOAD COMBINATIONS.
 - ULTIMATE BASE REACTION FOR THE HIGH-MAST LIGHT POLE FOUNDATION**

OVERTURNING MOMENT	M = 50 KIP*FT
DOWNLOAD	N = 2.5 KIPS
SHEAR	V = 1.1 KIPS
 - ULTIMATE BASE REACTION FOR THE LOW-MAST LIGHT POLE FOUNDATION:**

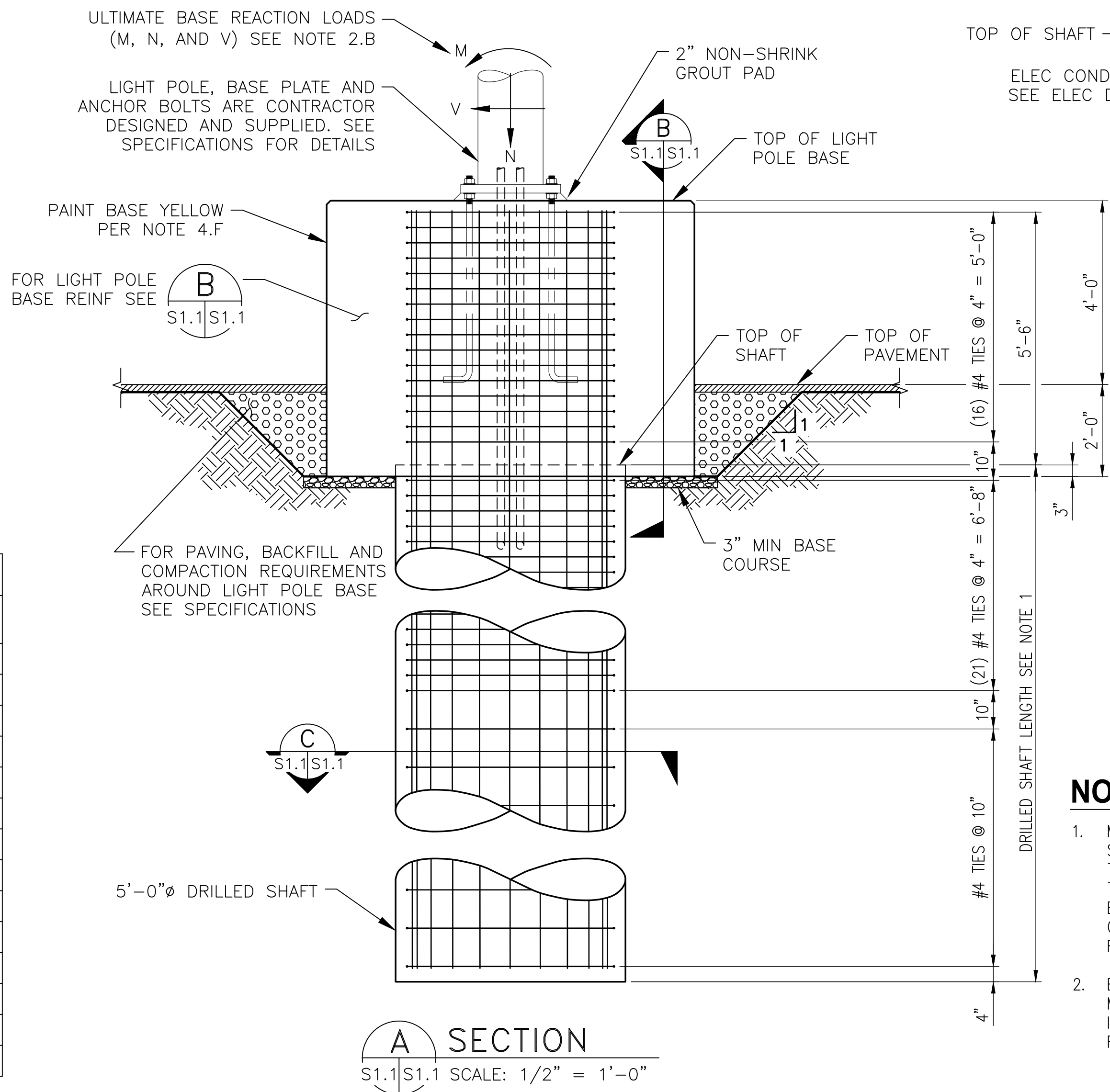
OVERTURNING MOMENT	M = 23 KIP*FT
DOWNLOAD	N = 1.0 KIP
SHEAR	V = 0.4 KIPS
- GEOTECHNICAL DESIGN CRITERIA:**
 DRILLED SHAFT FOUNDATION DESIGN IS IN ACCORDANCE WITH LANDAU ASSOCIATES REPORT DATED XX, XXXX
- GENERAL:**
 - THIS DRAWING SHALL BE USED IN CONJUNCTION WITH ELECTRICAL AND CIVIL DRAWINGS FOR BIDDING AND CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS FOR COMPATIBILITY PRIOR TO COMMENCING WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING.
 - LIGHT POLES, ANCHOR BOLTS, NUTS, BASE PLATES AND THEIR LOCATIONS, SHALL BE DESIGNED AND SUPPLIED BY THE POLE MANUFACTURER. CONTRACTOR SHALL COORDINATE SHOP DRAWINGS TO VERIFY COMPATIBILITY AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ENGINEER
 - CONTRACTOR SHALL REFER TO ELECTRICAL DRAWINGS FOR SIZE AND LOCATION OF OPENINGS AND DETAILS NOT SHOWN ON LIGHT POLE FOUNDATION DRAWINGS.
 - CONTRACTOR SHALL COORDINATE WITH POLE MANUFACTURER FOR ALL REQUIREMENTS OF BASE PLATE AND ANCHOR BOLTS FOR EACH POLE.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY PRECAUTION, ERECTION STABILITY AND TEMPORARY SHORING AS NECESSARY UNTIL PERMANENT SUPPORT AND STIFFENING ARE INSTALLED. CONTRACTOR SHALL PROTECT SURROUNDING BUILDINGS AND EQUIPMENT FROM AUGER DEBRIS DURING SHAFT DRILLING.
 - ALL EXPOSED CONCRETE SURFACES SHALL BE PAINTED SAFETY YELLOW.
- DRILLED SHAFT AND SPREAD FOOTING MATERIAL:**
 CONCRETE STRENGTH AT 28 DAYS ($f'c$) SHALL BE 4000 PSI. THE REINFORCING STEEL SHALL BE GRADE 60 ($f_y=60,000$ PSI) CONFORMING TO ASTM A-615. THE MINIMUM CONCRETE COVER IS 3 INCHES UNLESS OTHERWISE INDICATED. REFER TO PROJECT SPECIFICATIONS.
- NON-SHRINK GROUT:**
 GROUT SHALL BE NON-SHRINK NON-METALLIC CEMENTITIOUS GROUT CONTAINING NATURAL AGGREGATES DELIVERED TO JOB SITE IN FACTORY PREPACKAGED CONTAINERS REQUIRING ONLY THE ADDITION OF WATER. MINIMUM 28 DAY COMPRESSIVE STRENGTH SHALL BE 8000 PSI OR PER THE LIGHT POLE MANUFACTURER'S REQUIREMENTS, WHICHEVER IS GREATER. GROUT SHALL BE MIXED, APPLIED AND CURED STRICTLY IN ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS.

- EXCAVATION, SHORING AND BACKFILL:**
 - INSTALL AND SHORE EXCAVATION AS NECESSARY TO PROTECT WORKERS, UTILITIES, PAVEMENT AND OTHER IMPROVEMENTS AGAINST LOSS OF GROUND, ROCKS, GRAVELS OR CAVING EMBANKMENTS. BACKFILL AND COMPACT WITH NATIVE SOIL TO SUBGRADE ELEVATION NO SOONER THAN 3 DAYS AFTER COMPLETION OF FOUNDATION. LOOSE MATERIAL SHALL BE REMOVED FROM THE BOTTOM OF THE SHAFT PRIOR TO CONCRETE PLACEMENT.
 - MATERIAL REMOVED DURING DRILLING OF LIGHT POLE SHAFTS MAY BE CONTAMINATED SOIL. SEE SPECIFICATIONS FOR SOIL HANDLING AND DISPOSAL REQUIREMENTS
 - SHAFT INSTALLATION SHALL BE PERFORMED UTILIZING TEMPORARY CASING. PERMANENT CASING MAY ALSO BE USED IF APPROVED BY THE ENGINEER. THE HOLE SHALL BE KEPT DRY AND FREE OF MUD PRIOR TO REINFORCING CAGE INSTALLATION AND DURING CONCRETE PLACEMENT. SEE SPECIFICATIONS FOR SOIL DISPOSAL AND DEWATERING REQUIREMENTS.
- SPECIAL INSPECTIONS:**
 - A QUALIFIED INSPECTOR SHALL PERFORM CONTINUOUS INSPECTION ON THE FOLLOWING ITEMS:
 - ANCHOR BOLTS AND INSERTS
 - PREPARATION OF TEST SPECIMENS
 - CONCRETE PLACEMENT
 - DRILLED SHAFTS
 - A QUALIFIED INSPECTOR SHALL PERFORM PERIODIC INSPECTION ON THE FOLLOWING ITEMS:
 - CONCRETE REINFORCING PLACEMENT
 - REINFORCING COUPLING
 - ALL SOIL GRADING, EXCAVATION, FILL, AND FINAL FOUNDATION PREPARATION SHALL BE INSPECTED BY THE PROJECT GEOTECHNICAL ENGINEER.
 - ALL INSPECTION SHALL CONFORM TO THE REQUIREMENTS OF THE IBC.

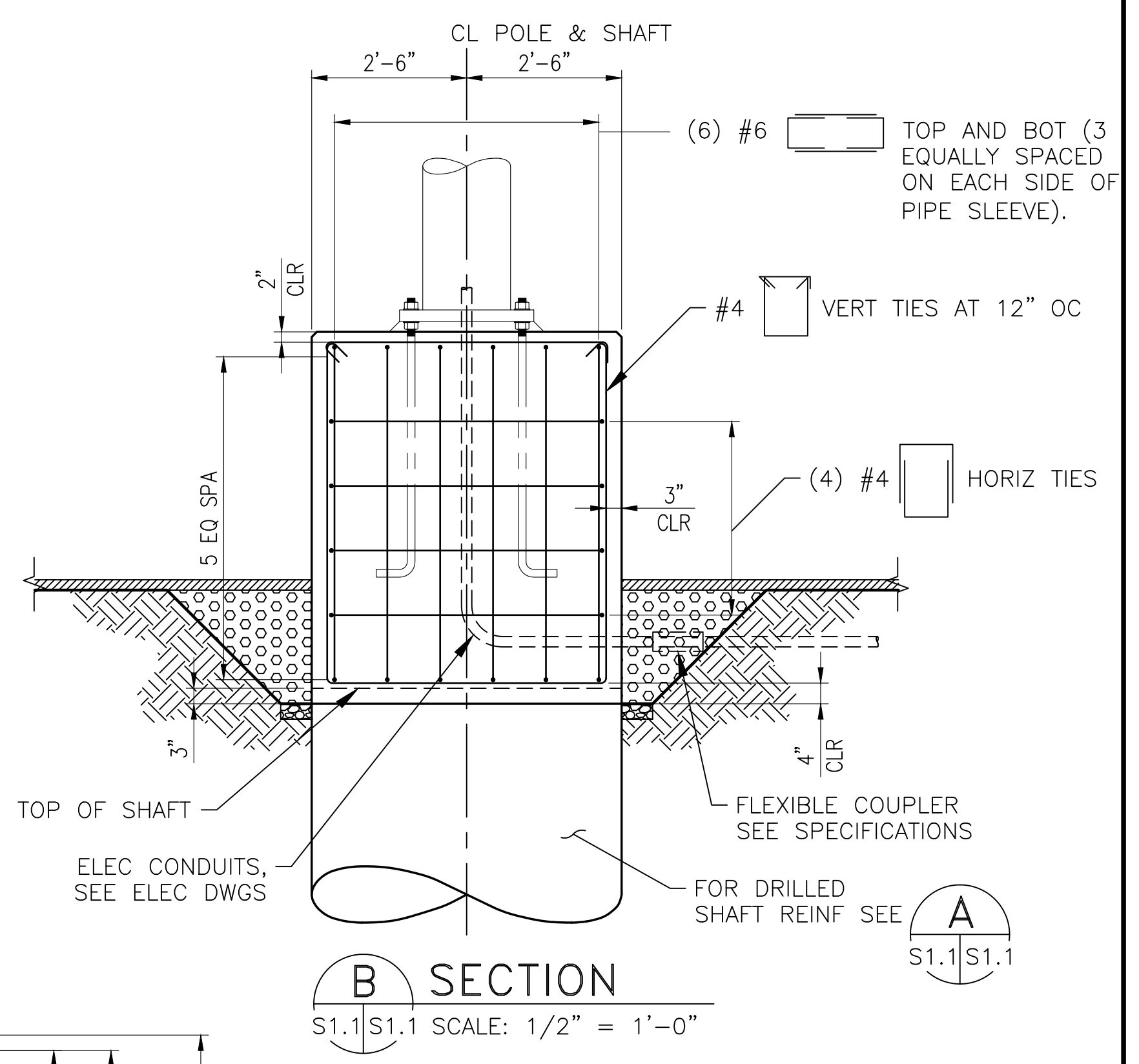
DRILLED SHAFT SCHEDULE		
LIGHT POLE	MIN SHAFT LENGTH (FT)	MIN PENETRATION INTO BEARING LAYER (FT)
LP-1	45	45
LP-2	45	45
LP-3	45	45
LP-4	45	41
LP-5	45	45
LP-6	45	45
LP-7	45	45
LP-8	50	46
LP-9	45	37
LP-10	45	27
LP-11	45	45
LP-12	45	45
LP-13	45	32
LP-14	50	35



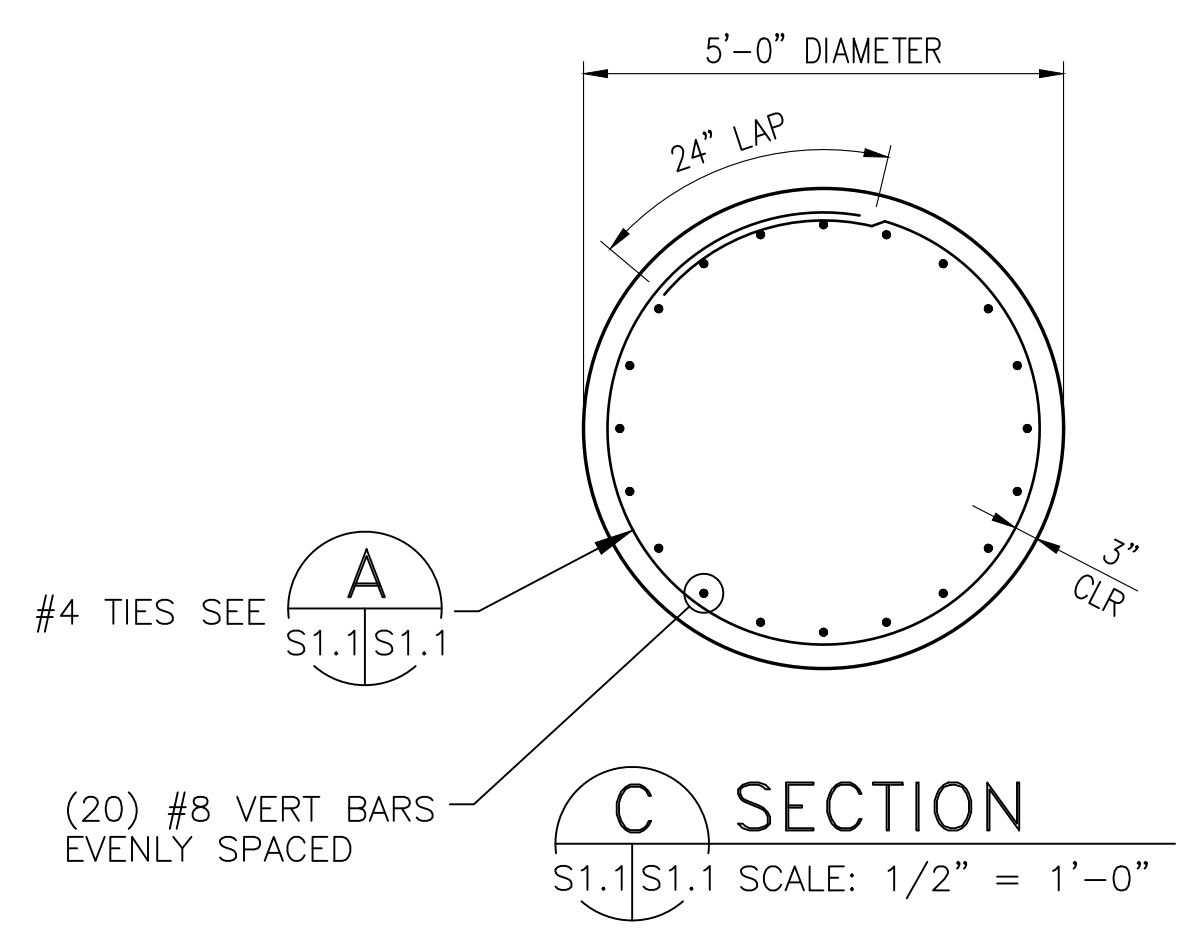
HIGH-MAST LIGHT POLE FOUNDATION PLAN
SCALE: 1/2" = 1'-0"



A SECTION
S1.1|S1.1 SCALE: 1/2" = 1'-0"



B SECTION
S1.1|S1.1 SCALE: 1/2" = 1'-0"



C SECTION
S1.1|S1.1 SCALE: 1/2" = 1'-0"

NOTE

- MINIMUM DEPTH SHALL BE PER THE DRILLED SHAFT SCHEDULE SHOWN ON THIS SHEET AND THE PROJECT SPECIFICATIONS. ACTUAL DEPTH TO BE DETERMINED BY GEOTECHNICAL ENGINEER IN FIELD DURING INSTALLATION. CONTRACTOR SHALL USE TEMPORARY CASING FOR ALL SHAFT INSTALLATIONS. SEE NOTE 7C.
- EXISTING CONCRETE AND H-PILE FOUNDATIONS MAY BE ENCOUNTERED DURING SHAFT INSTALLATION. SEE PROJECT SPECIFICATIONS FOR DETAILS.

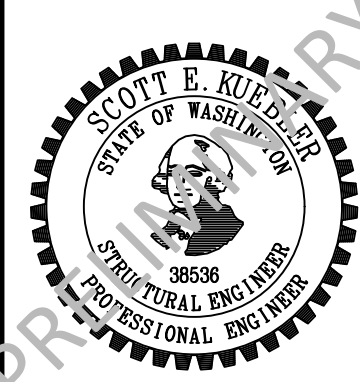
CALL 48 HOURS BEFORE YOU DIG DIAL 811

VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



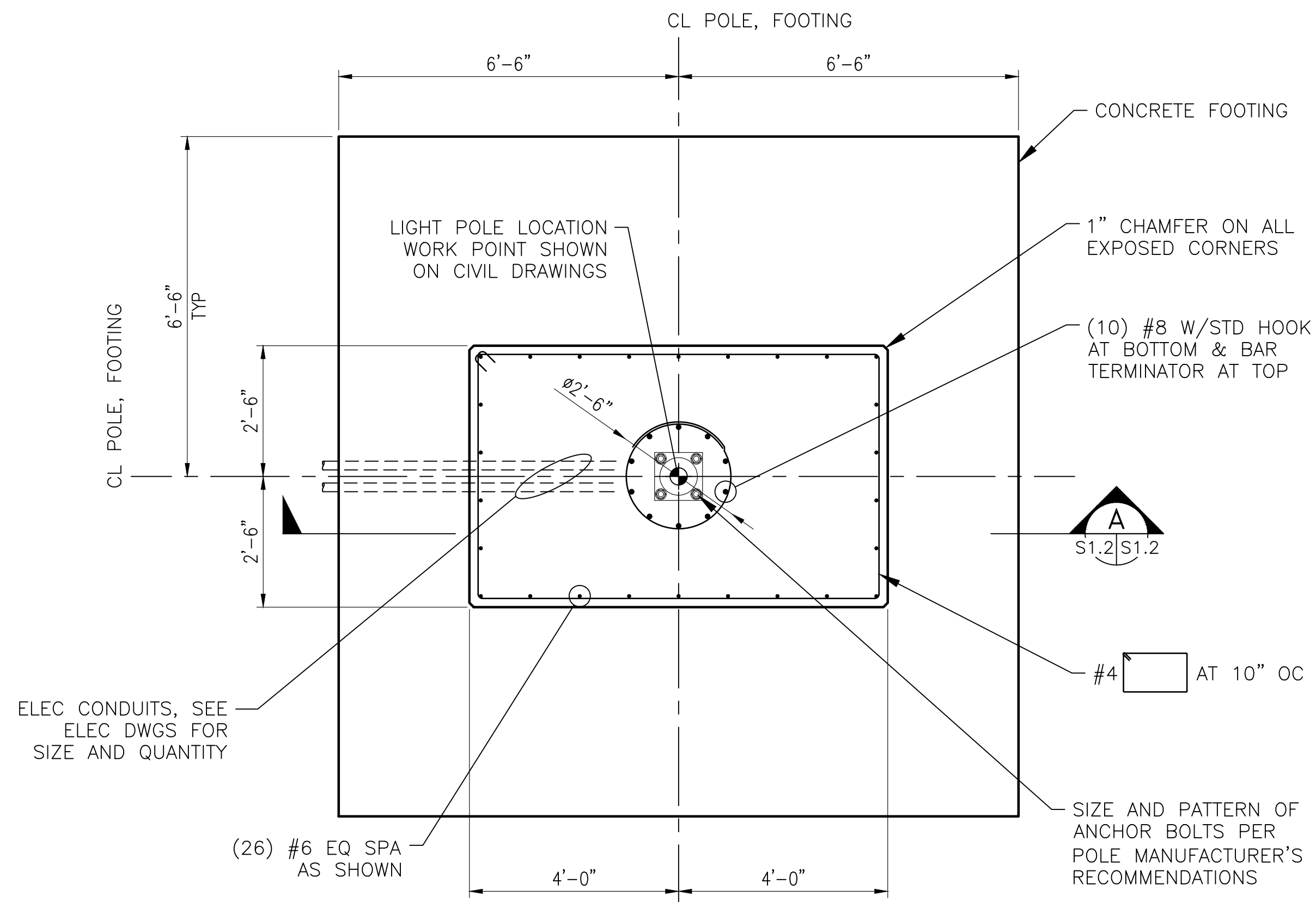
NO.	DATE	BY	REVISION



PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: K. PROUGH	DATE: 04/16/2021
DRAWN BY: T. LEMONS	CHECKED BY: S. STORY
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
STRUCTURAL NOTES & HIGH-MAST
LIGHT POLE FDN DETAILS

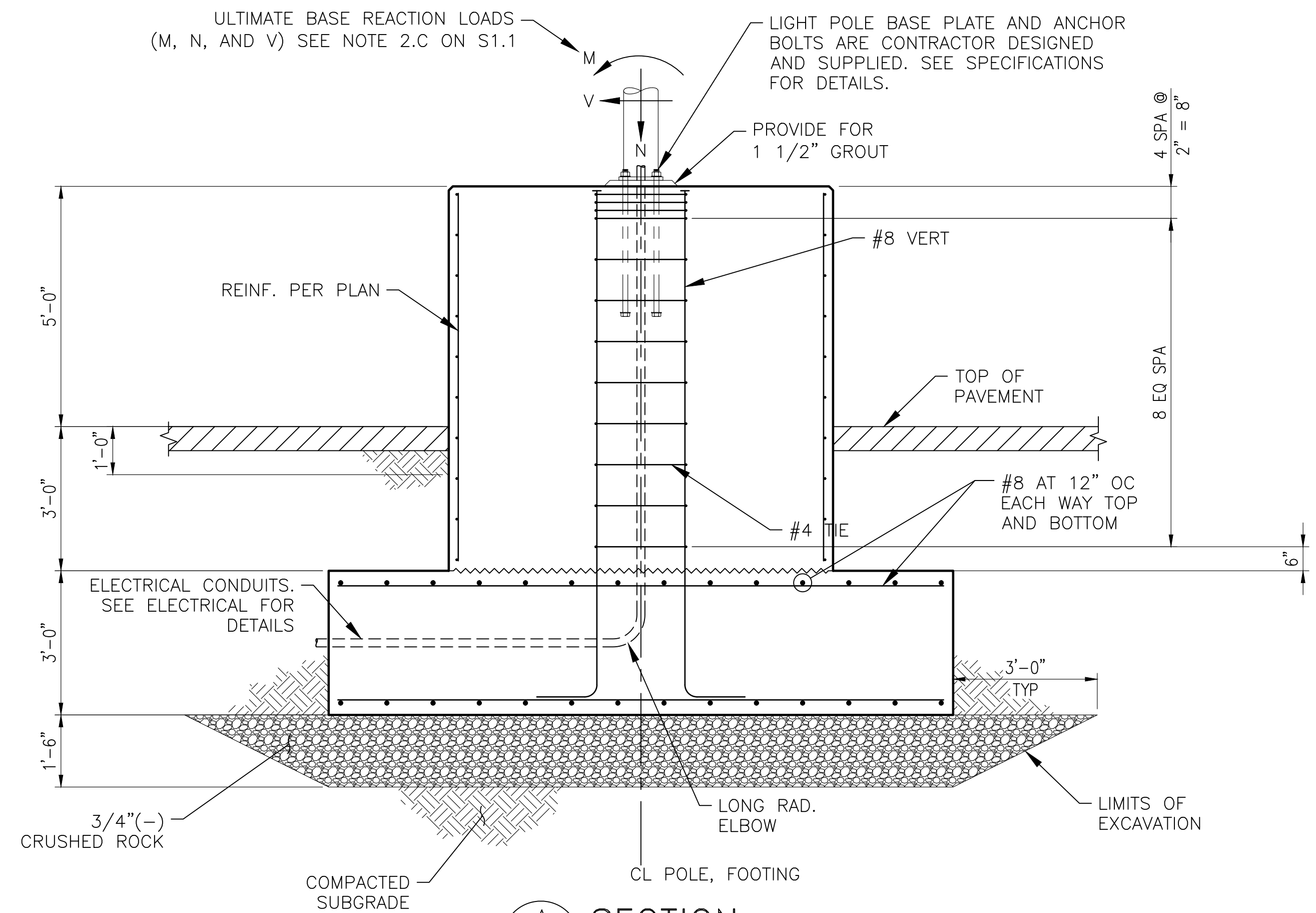
DWG. NO. S1.1
CIP NO. 1-8-900-05
PROJECT NO. MT-NT-2021-02.2
SHEET NO. 34 OF XX



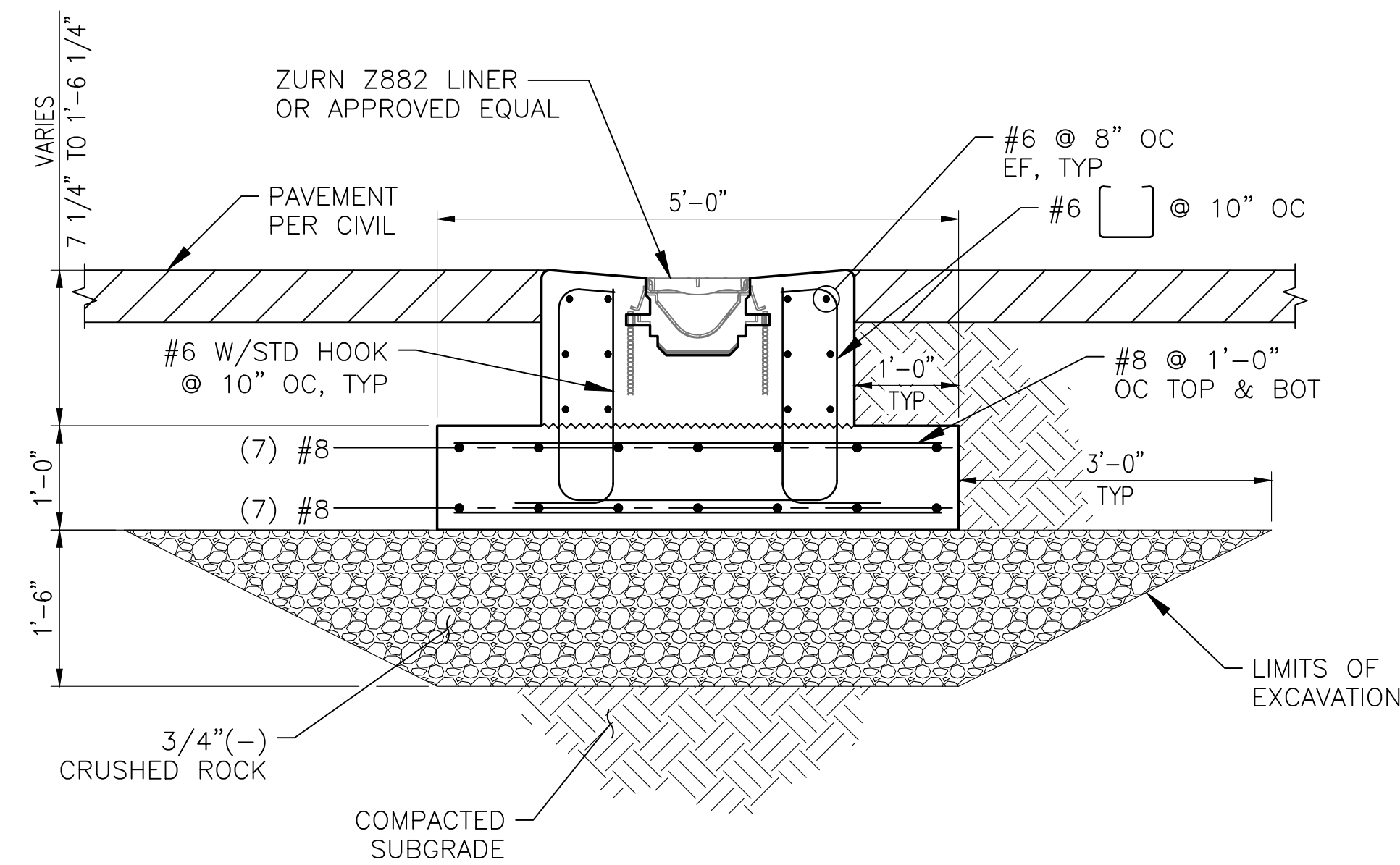
LOW-MAST LIGHT POLE FOOTING PLAN
SCALE: 1/2" = 1'-0"

NOTE

1. SEE SHEET S1.1 FOR LIGHT POLE FOUNDATION STRUCTURAL NOTES



A SECTION
S1.2|S1.2 SCALE: 1/2" = 1'-0"



B SECTION
C4.1|S1.2 SCALE: 3/4" = 1'-0"

CALL 48 HOURS
BEFORE YOU DIG
DIAL 811

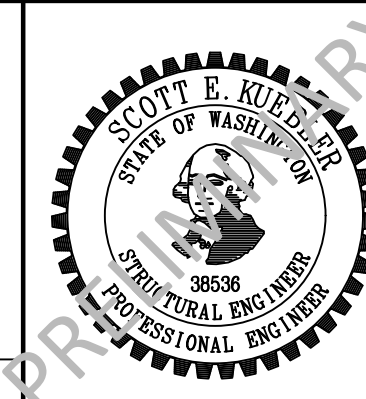
VERT DATUM: NAVD 88
CONV TO MLLW = NAVD88+2.03
HORZ DATUM: NAD 83/91

90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



kpff
1601 5th Avenue, Suite 1300
Seattle, Washington 98101
(206) 382-0600 Fax (206) 382-0500
PROJECT NO. 1600120

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION



PROJECT ENGINEER: N. WATSON	SCALE: AS SHOWN
DESIGNED BY: K. PROUGH	DATE: 04/16/2021
DRAWN BY: T. LEMONS	CHECKED BY: S. STORY
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
LOW-MAST LIGHT POLE FOUNDATION
& TRENCH DRAIN DETAILS

DWG. NO.	S1.2
CIP NO.	1-8-900-05
PROJECT NO.	MT-NT-2021-02.2
SHEET NO.	35 OF XX

POWER

FOR RECEPTACLES IN THIS SECTION, WP DENOTES WEATHERPROOF WHILE-IN-USE BOX AND GFI RECEPTACLE. FOR ALL OTHER DEVICES, WP DENOTES NEMA 3R ENCLOSURE UNO.

- CONVENIENCE RECEPTACLE – DUPLEX UNO, MOUNTING HEIGHT TO BE 18" AFF UNO
3 = CIRCUIT NUMBER
- CONVENIENCE RECEPTACLE – FOURPLEX
- SIMPLEX RECEPTACLE WITH BRASS FLOORPLATE AND SCREW CAP
- DUPLEX RECEPTACLE – FLUSH MOUNTED IN FLOOR
- FOURPLEX RECEPTACLE – FLUSH MOUNTED IN FLOOR
- JUNCTION BOX
- SPECIAL PURPOSE RECEPTACLE, DESIGNATION AND AMPERAGE AS INDICATED, OR SHOWN IN SCHEDULE, SEE SPECIFICATIONS
- CONNECTION POINT TO EQUIPMENT SPECIFIED FURNISHED AND INSTALLED BY OTHER TRADES. RACEWAY, CONDUCTOR AND CONNECTION BY ELECTRICAL CONTRACTOR.
- NONFUSED DISCONNECT SWITCH. SIZE 30A UNLESS INDICATED OTHERWISE, 3 POLE UNO
- FUSED DISCONNECT SWITCH. SIZE INDICATED, (60 = SWITCH RATING, 40 = FUSE RATING) 3 POLE UNO
- COMBINATION MOTOR STARTER AND DISCONNECT, SIZE PER MANUFACTURER REQUIREMENTS, NUMBER OF POLES AS REQUIRED
- PANEL
- TRANSFORMER
- HANDHOLE, SIZE AS NOTED
- THERMOSTAT
- GROUND ROD
- GENERATOR

LIGHTING

SEE LUMINAIRE SCHEDULE FOR FURTHER INFORMATION. SMALL LETTER SUBSCRIPT ON SWITCH AND LUMINAIRE INDICATES SWITCHING. MULTIPLE SUBSCRIPTS INDICATE MULTIPLE SWITCHLEGS CONTROLLED BY ONE SWITCH.

- LIGHTING CONTROL RISER DIAGRAM: MORE FIXTURES CONNECTED IN A SIMILAR CONFIGURATION
- LIGHTING PLANS: ENERGY CODE PRIMARY DAYLIGHT ZONE AREA
- LIGHTING PLANS: ENERGY CODE SECONDARY DAYLIGHT ZONE AREA
- FIXTURE IDENTIFICATION TAG: HEX – FIXTURE TYPE
TOP – MOUNTING HEIGHT AFF OR AFG
BOTTOM – COMMENTS
- LUMINAIRES
3 = CIRCUIT NUMBER
a = SWITCH LEG
- LUMINAIRES ON EMERGENCY CIRCUIT
- EMERGENCY EGRESS LUMINAIRE
- EXIT LIGHT ON UNSWITCHED LEG OF EMERGENCY CIRCUIT WITH FACE(S) SHOWN, SEE SCHEDULE
- POLE MOUNTED LUMINAIRE
- WALL SWITCH, SYMBOL INDICATED WALL SWITCH LOCATION. SEE LIGHTING CONTROL SCHEDULE FOR WALL SWITCH TYPE AND FEATURES.
- REMOTE LED DRIVER
- REMOTE 0-10V LIGHTING CONTROLLER
- PHOTOCCELL CONTACTOR RELAY

ONE-LINE DIAGRAM

ALL DEVICES THIS SECTION TO BE 3 POLE UNO, RATINGS AS INDICATED.

- TRANSFORMER, SECONDARY VOLTAGE. PHASE AND RATING INDICATED AS APPLICABLE.
- GROUND
- FUSE
- CIRCUIT BREAKER
- SWITCH
- REVENUE GRADE METER AND ENCLOSURE
- CURRENT TRANSFORMER
- TRANSFER SWITCH
- MOTOR CONNECTION
- FEEDER TAG – SEE FEEDER SCHEDULE FOR FURTHER INFORMATION

CONDUIT AND RACEWAY

ALL CONDUCTORS INCLUDING NEUTRAL AND GROUND SHALL BE SIZED TO MATCH OR EXCEED OVERCURRENT PROTECTION DEVICE PER NEC, 2#12, 1#12G MINIMUM UNO. ALL CONDUITS SHALL BE SIZED TO MATCH OR EXCEED QUANTITIES AND SIZES OF CONDUCTORS PER NEC, 3/4" MINIMUM UNO.

- HOME RUN, DESTINATION SHOWN, CIRCUIT NUMBERS PRECEDED BY PANEL NAME, SEE PANEL SCHEDULE, ARROW DOES NOT ALWAYS POINT TO PANEL.
- CONDUIT WITH MEDIUM VOLTAGE CONDUCTORS
- CONDUIT WITH LINE VOLTAGE CONDUCTORS
- CONDUIT WITH LOW VOLTAGE CONDUCTORS
- CONDUIT DOWN
- CONDUIT UP
- CONDUIT STUBBED AND CAPPED AS SHOWN
- CONDUIT CONTINUED
- EXPOSED FLEX CONDUIT

ABBREVIATIONS

- A AMMETER, AMPERE
- AC ABOVE COUNTER
- AF AMPERE FRAME
- AFF ABOVE FINISHED FLOOR
- AFG ABOVE FINISHED GRADE
- AHJ AUTHORITY HAVING JURISDICTION
- AIC AMPERE INTERRUPTING CAPACITY
- AL ALUMINUM
- ANN ANNUNCIATOR
- ASYM ASYMMETRICAL
- AT AMPERE TRIP
- ATS AUTOMATIC TRANSFER SWITCH
- AUX AUXILIARY
- BLDG BUILDING
- BRKR BREAKER
- C CONDUIT
- CATV CABLE TELEVISION
- CB CIRCUIT BREAKER
- CCTV CLOSED CIRCUIT TELEVISION
- CKT CIRCUIT
- CL CENTER LINE
- CL CURRENT LIMITING
- CLF CURRENT LIMITING FUSE
- CLR CLEAR
- CM CIRCULAR MILS
- COMM COMMUNICATIONS
- CONC CONCRETE
- CONST CONSTRUCTION
- CONT CONTINUED
- CPT CONTROL POWER TRANSFORMER
- CR CONTROL RELAY
- CT CURRENT TRANSFORMER
- CTRL CONTROL
- CU COPPER
- DDC DEDICATED DIALER CIRCUIT
- DEM DEMAND
- DEMO DEMOLITION
- DIM DIMENSION
- DISC DISCONNECT
- DN DOWN
- DS DISCONNECT SWITCH
- DWG DRAWING
- DZ DAYLIGHT ZONE
- E EMPTY, EXISTING
- EF EXHAUST FAN
- ELEC ELECTRICAL
- ELEV ELEVATION, ELEVATOR
- EMT ELECTRICAL METALLIC TUBING
- EXIST EXISTING
- F FUSE
- FACP FIRE ALARM CONTROL PANEL
- FBOIC FURNISHED BY OTHERS INSTALLED BY CONTRACTOR
- FLUOR FLUORESCENT
- FSA FIRE SYSTEM ANNUNCIATOR
- FT FOOT
- FVNR FULL VOLTAGE NON-REVERSING
- G,GND GROUND
- GA GAUGE
- GALV GALVANIZED
- GFI GROUND FAULT INTERRUPTER
- GRC,GRS GALVANIZED RIGID STEEL
- HH HANDHOLE
- HP HORSEPOWER
- HPS HIGH PRESSURE SODIUM
- HVAC HEATING, VENTILATION, AIR CONDITIONING
- HWH HOT WATER HEATER
- IC INTERRUPTING CAPACITY
- JB,J-BOX JUNCTION BOX
- K KELVIN
- KCM THOUSAND CIRCULAR MILS
- KV KILOVOLT
- KVA KILOVOLT AMPERE(S)
- KW KILOWATT(S)
- LC LIGHTING CONTACTOR
- LED LIGHT EMITTING DIODE
- M MAGNETIC COIL
- MCB MAIN CIRCUIT BREAKER
- MCC MOTOR CONTROL CENTER
- MH MANHOLE, METAL HALIDE
- MIN MINIMUM
- MISC MISCELLANEOUS
- MLO MAIN LUGS ONLY
- MOV METAL OXIDE VARISTOR
- MTD MOUNTED
- MTG MOUNTING
- MTS MANUAL TRANSFER SWITCH
- N NEUTRAL, NEW
- NC NORMALLY CLOSED
- NEUT NEUTRAL
- NO NORMALLY OPEN, NUMBER
- NIC NOT IN CONTRACT
- NP NAMEPLATE
- Ø PHASE, DIAMETER
- P PANEL, POLE
- PB PUSH-BUTTON
- PF POWER FACTOR
- PH PHASE
- PIR PASSIVE INFRARED
- PIV POST INDICATOR VALVE
- PNL PANEL
- POMB POSITION ORIENTED MOGUL BASE (SOCKET)
- PS PRESSURE SWITCH
- PSE PUGET SOUND ENERGY
- R RELAY
- REC RECEPTACLE(S), RECESSED
- RM ROOM
- SCH SCHEDULE
- SCL SEATTLE CITY LIGHT
- SEC SEATTLE ENERGY CODE
- SD SMOKE DETECTOR
- SF SQUARE FEET
- SHT SHEET
- SPD SURGE PROTECTIVE DEVICE
- SUPV SUPERVISOR
- SW SWITCH
- SWBD SWITCHBOARD
- SWGR SWITCHGEAR
- SYM SYMMETRICAL
- T THERMOSTAT
- TB TERMINAL BLOCK, TRANSFORMER BANK
- TEL TELEPHONE
- TPU TACOMA PUBLIC UTILITIES
- TB TELEPHONE TERMINAL BOARD
- TYP TYPICAL
- UG UNDERGROUND
- UH UNIT HEATER
- UL UNDERWRITERS LABORATORIES
- UNO UNLESS NOTED OTHERWISE
- UPS UNINTERRUPTIBLE POWER SUPPLY
- V VOLTMETER, VOLT
- VA VOLT AMPERE(S)
- VP VAPORPROOF
- W WIRE, WATT
- W/ WITH
- WAC WASHINGTON ADMINISTRATIVE CODE
- WHD WATTHOUR DEMAND METER
- W/O WITHOUT
- WP WEATHERPROOF
- WSEC WASHINGTON STATE ENERGY CODE
- XFMR TRANSFORMER
- 3P 3-POLE

DRAWING CONVENTIONS

- TITLE**
SCALE: 1/4"=1'-0"
DETAIL/SECTION TITLE UNDERLINE,
E1 = SHEET WHERE REFERENCED
- A = DETAIL/SECTION NUMBER
E2 = SHEET WHERE SHOWN
- NORTH ARROW
- NOTE
- REVISION REFERENCE
- EQUIPMENT ID TAG – SEE EQUIPMENT SCHEDULE FOR FURTHER INFORMATION, COORDINATE EQUIPMENT LOCATION WITH ASSOCIATED MECHANICAL, CIVIL, ETC. PLANS

GENERAL NOTES

1. MEET ALL REQUIREMENTS OF THE NEC AND AHJ FOR INSTALLATION AND CONSTRUCTION.
2. VERIFY LOCATION OF ALL LIFT STATION AND TREATMENT EQUIPMENT WITH CIVIL CONTRACTOR PRIOR TO ROUGH-IN. COORDINATE EXACT CIRCUIT BREAKER, FUSE AND WIRE SIZE WITH CIVIL PRIOR TO ROUGH-IN.
3. ALL EXTERIOR DEVICES TO BE CIRCUITED WITH #10 WIRE MINIMUM UNLESS NOTED OTHERWISE.
4. ALL WIRING SHALL BE COPPER UNLESS NOTED OTHERWISE.
5. VERIFY LOCATIONS OF OTHER UTILITIES PRIOR TO COMMENCING WORK, PROVIDE REQUIRED CLEARANCES FROM OTHER UTILITIES, BUILDINGS, AND FREESTANDING STRUCTURES, DURING INSTALLATION OF CONDUITS, CABLES, ETC.
6. USE ELECTRICAL PLANS FOR DETERMINING LUMINAIRE AND DEVICE COUNTS. QUANTITIES SHOWN WITHIN CALCULATION AND CONTROL SCHEDULES SHALL NOT BE USED FOR BID COUNTS.
7. NOT ALL COMPONENTS OF THE ELECTRICAL SYSTEMS ARE SHOWN (FOR CLARITY). PROVIDE MATERIALS AND LABOR NECESSARY FOR A COMPLETE AND OPERATIONAL SYSTEM.
8. THE AIC OF THE PANELS SHOWN ARE TENTATIVE AND GIVEN FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL CALCULATE THE PANEL AIC BASED UPON FINAL CONDUIT ROUTING AND TRANSFORMERS AND FUSES SUBMITTED.

90% SUBMITTAL

IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

R:\6650-093.00\Drawings\m8e01 4-16-21 03:36pm curtis



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ENGINEERS-CONSULTANTS

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(206) 382-0500 Fax (206) 382-0500
PROJECT NO. 1600120
16300 CHRISTENSEN ROAD, STE 330
SEATTLE, WA 98188

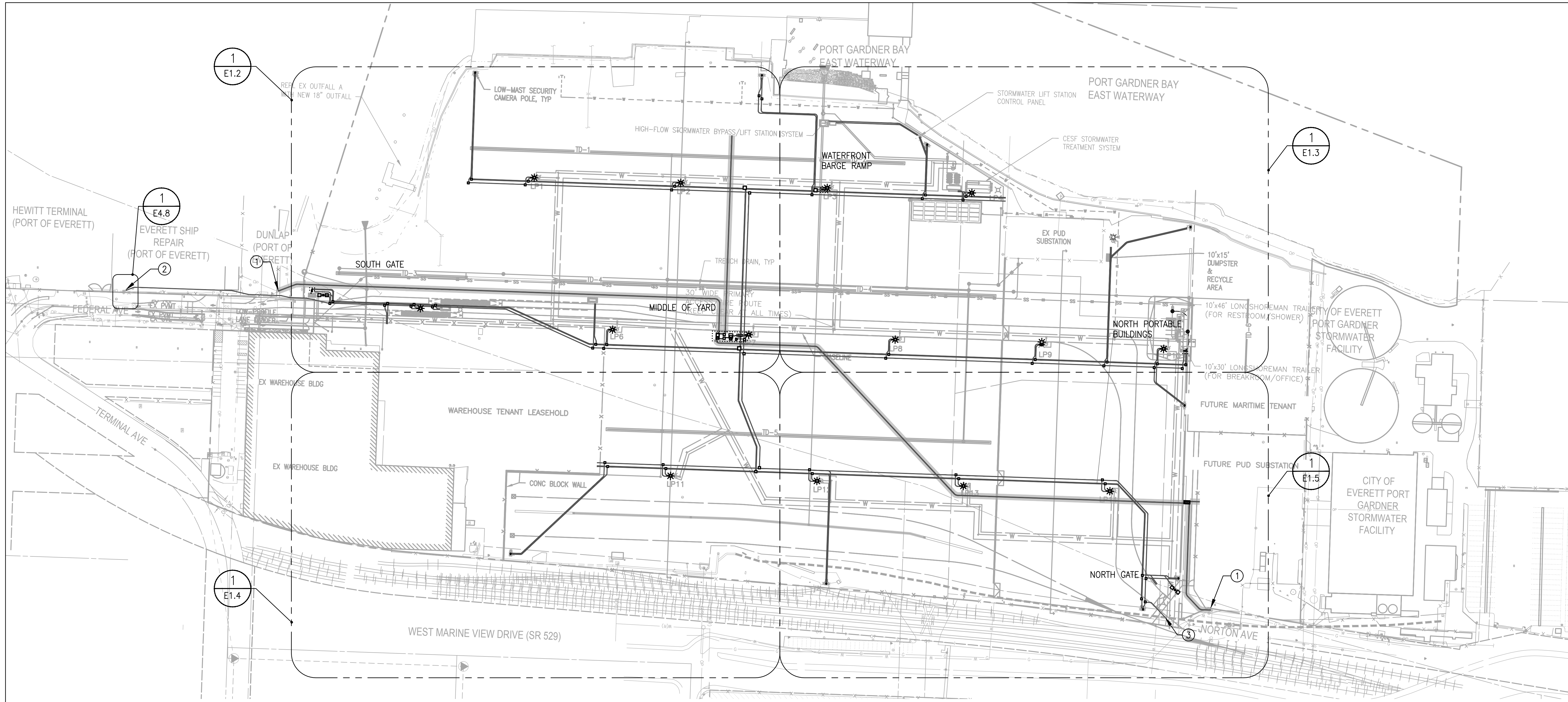
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION



PROJECT ENGINEER: D. SIATERLIS	SCALE: NONE
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
ELECTRICAL LEGEND
& ABBREVIATIONS

DWG. NO.	E0.1
CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX

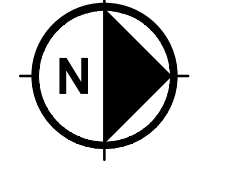


GENERAL NOTES

1.

KEYED NOTES

- ① TO SNOHOMISH COUNTY PUD (SNOPUD) 12.47kV DISTRIBUTION SYSTEM.
- ② CONNECT TO EXISTING HANDHOLE AT THIS POLE, CONDUITS CONTINUE TO EXISTING TWIC BUILDING APPROXIMATELY 950' SOUTH OF THIS POINT.
- ③ STUB CONDUITS FOR FUTURE TELECOM UTILITY CONNECTION.



90% SUBMITTAL
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



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PROJECT ENGINEER: D. SIATERLIS	SCALE: 1" = 100'
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
OVERALL SITE PLAN

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

DWG. NO.	E1.1
CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX

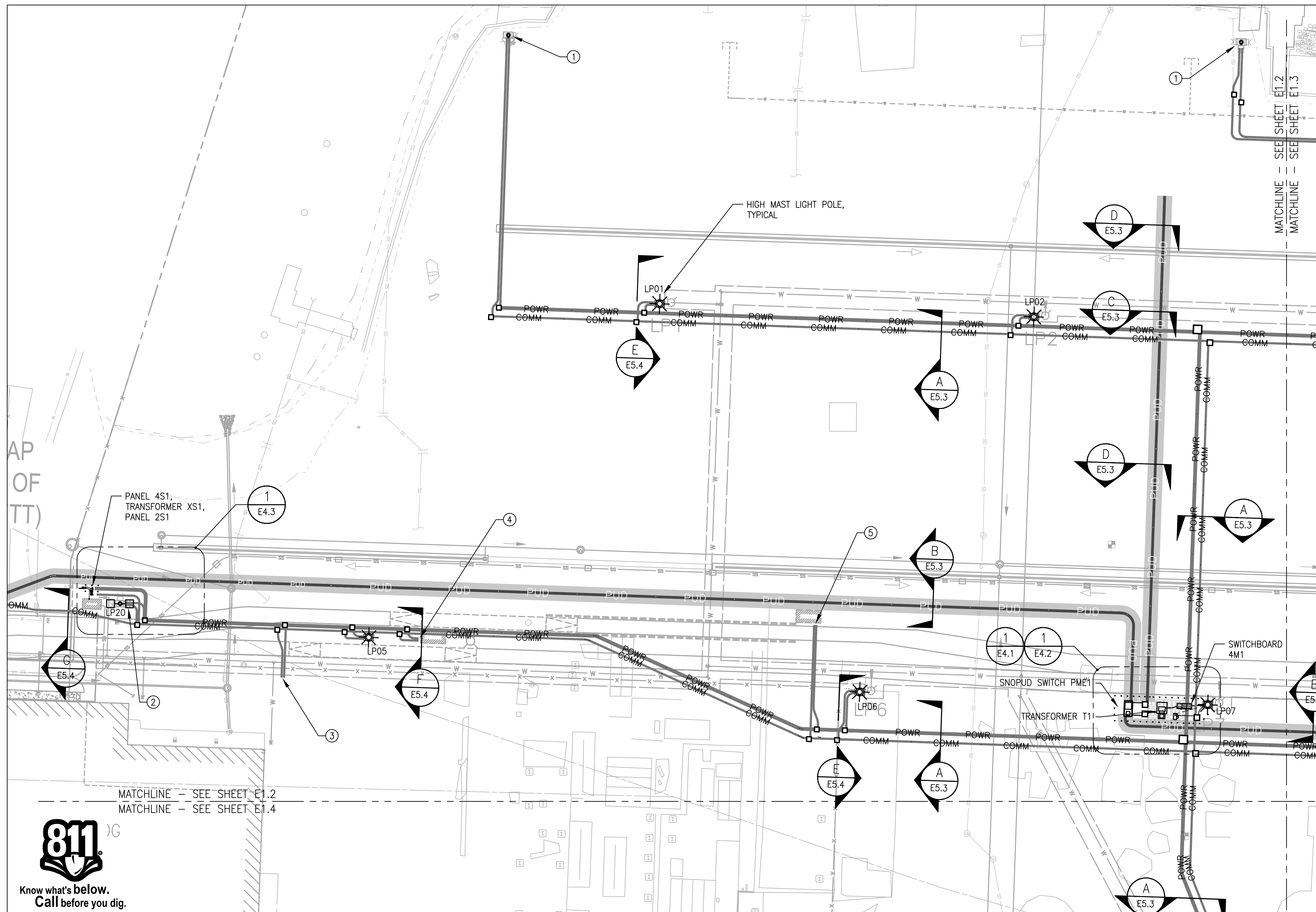
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GENERAL NOTES

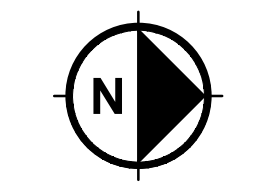
1.

KEYED NOTES

- ① LOW MAST CAMERA POLE.
- ② LOW MAST LIGHT AND CAMERA POLE.
- ③ STUB CONDUITS FOR FUTURE WAREHOUSE CONNECTION.
- ④ STUB CONDUITS FOR FUTURE WEIGH SCALE AND SHACK.
- ⑤ STUB CONDUITS FOR FUTURE CUSTOMS SHACK.
- ⑥ STUB CONDUITS FOR FUTURE RADIATION PORTAL MONITOR SHACK.



MATCHLINE - SEE SHEET E1.2
 MATCHLINE - SEE SHEET E1.4



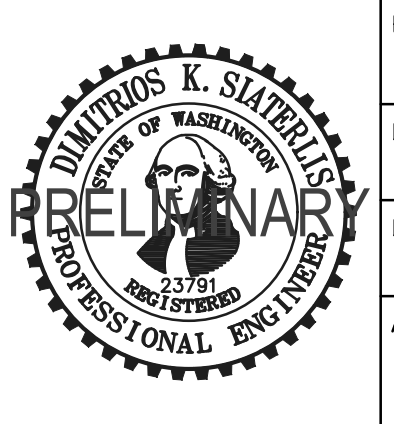
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 16300 CHRISTENSEN ROAD, STE 330
 SEATTLE, WA 98188

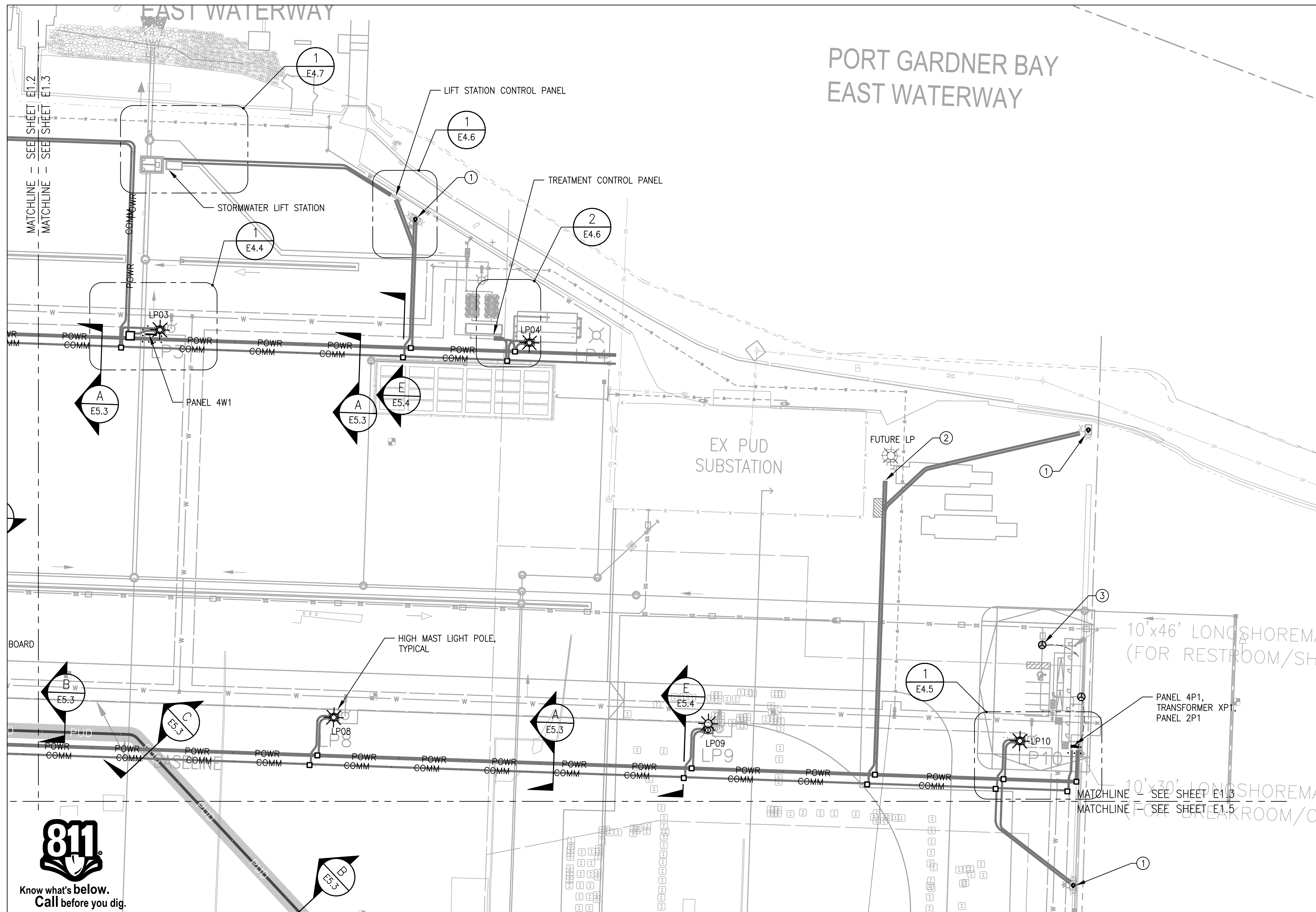
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION



PROJECT ENGINEER: D. SIATERLIS	SCALE: 1" = 40'
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 SITE PLAN (1 of 4)

DWG. NO.	E1.2
CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX



GENERAL NOTES

1.

KEYED NOTES

- ① LOW MAST CAMERA POLE.
- ② STUB CONDUITS FOR FUTURE HIGH MAST LIGHT POLE.
- ③ LIFT STATION ELECTRICAL CONNECTION.



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 SEATTLE, WA 98188

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION



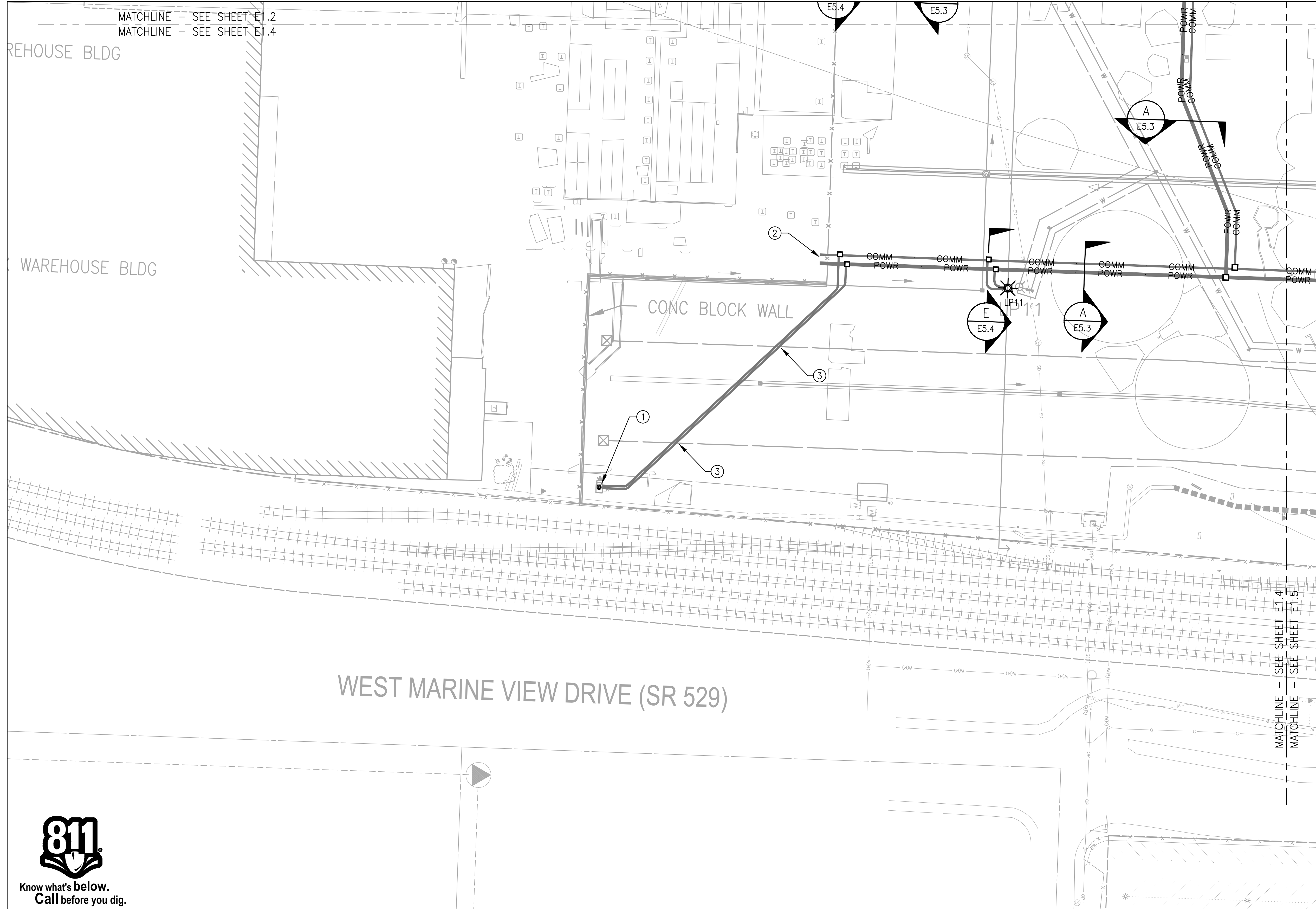
PROJECT ENGINEER: D. SIATERLIS	SCALE: 1" = 40'
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 SITE PLAN (2 of 4)

DWG. NO.	E1.3
CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX

90% SUBMITTAL
 IF SHEET IS LESS THAN 22x34
 REDUCE SCALE ACCORDINGLY

R:\6560-093.00\Drawings\m8e13 4-16-21 03:37pm curtis

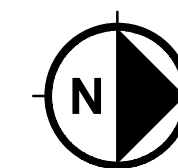


GENERAL NOTES

1.

KEYED NOTES

- ① LOW MAST CAMERA POLE.
- ② STUB CONDUITS FOR FUTURE WAREHOUSE CONNECTION.
- ③



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IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY

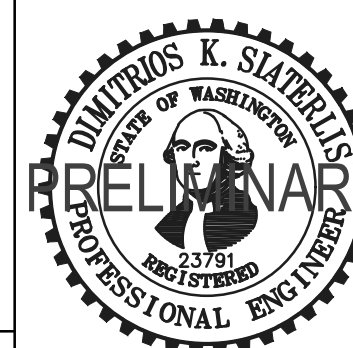


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PROJECT ENGINEER: D. SIATERLIS	SCALE: 1" = 40'
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
SITE PLAN (3 of 4)

DWG. NO.	E1.4
CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX

R:\6650-093.00\Drawings\m8e14 4-16-21 03:37pm curtis



GENERAL NOTES

1.

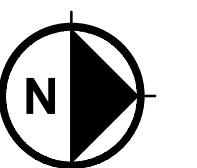
KEYED NOTES

- ① LOW MAST CAMERA POLE.
- ② LOW MAST LIGHT POLE.
- ③
- ④ PROVIDE CONCRETE PULLING/SPLICING VAULT PER SNOPUD STANDARD "T&D COMPATIBLE UNIT V0210".
- ⑤ STUB CONDUITS FOR FUTURE CONNECTION TO SNOPUD SUBSTATION.
- ⑥ STUB CONDUITS FOR FUTURE GUARD SHACK.

MATCHLINE - SEE SHEET E1.4
MATCHLINE - SEE SHEET E1.5



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NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION



PROJECT ENGINEER: D. SIATERLIS	SCALE: 1" = 40'
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
SITE PLAN (4 of 4)

DWG. NO.	E1.5
CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX

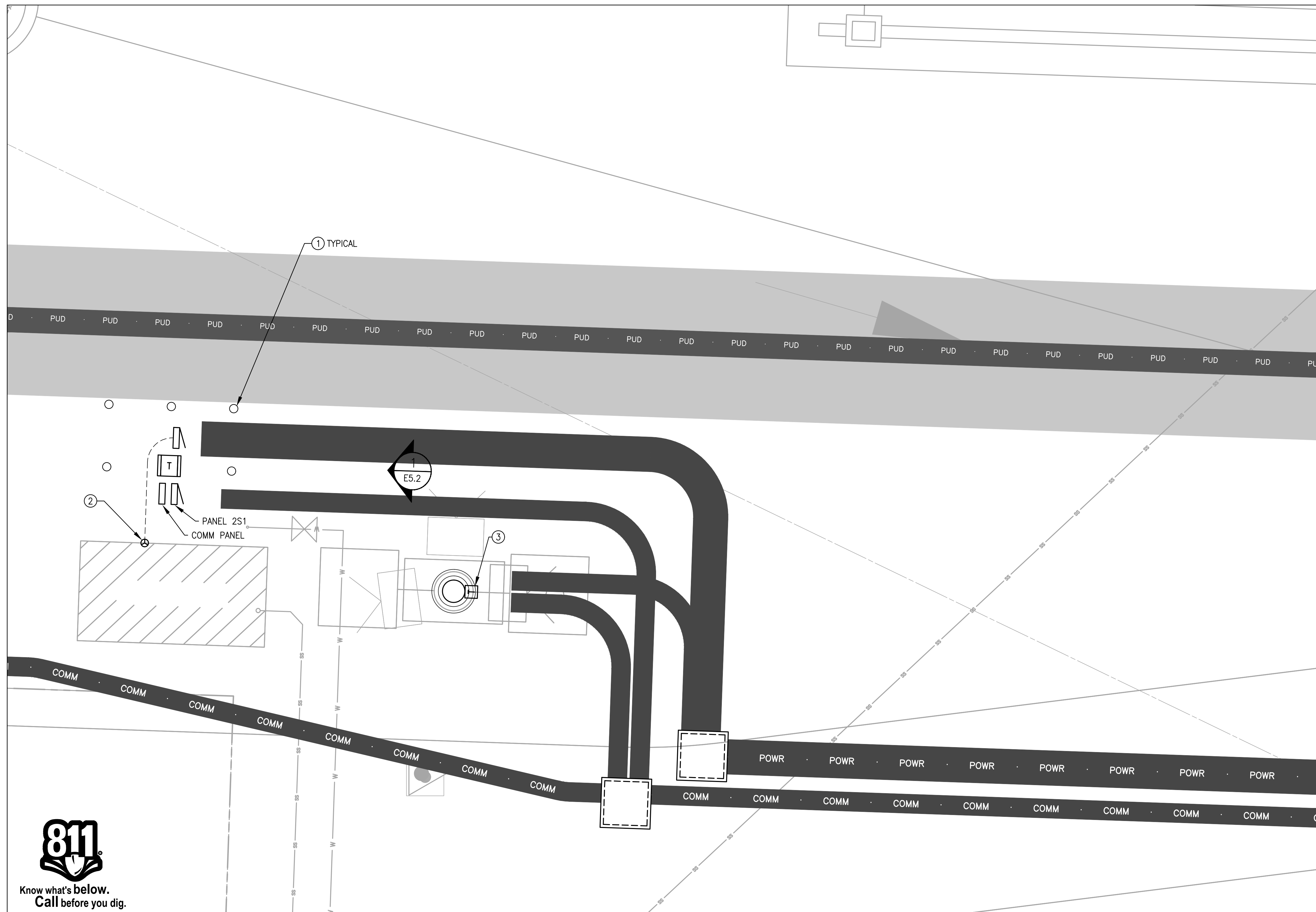
R:\5650-093.00\Drawings\m8e15 4-16-21 03:37pm curtis

GENERAL NOTES

1.

KEYED NOTES

- ① PROVIDE STRUCTURAL BOLLARD PER _____.
- ② PROVIDE GUARD SHACK ELECTRICAL CONNECTION.
- ③



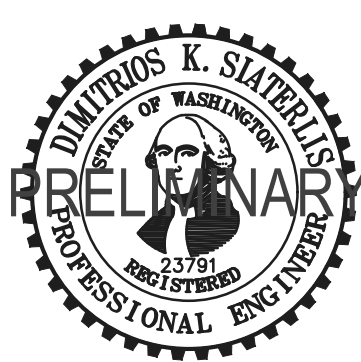
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NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION



PROJECT ENGINEER: D. SIATERLIS	SCALE: 1" = 4'
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
ENLARGED ELECTRICAL PLAN
SOUTH GATE

DWG. NO.	E4.3
CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX

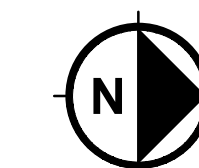
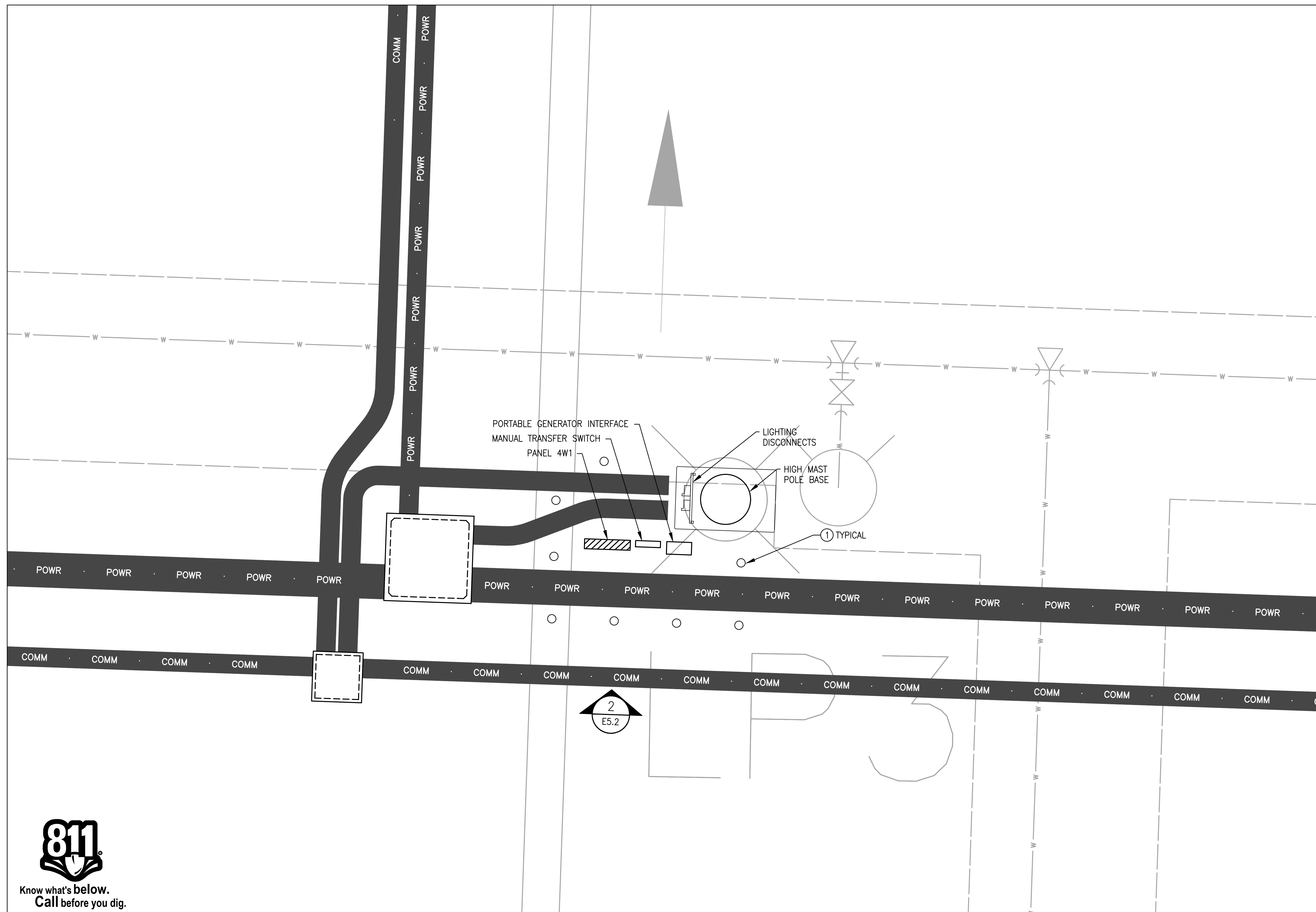
R:\6650-093.00\Drawings\m8e43 4-16-21 03:38pm curtis

GENERAL NOTES

1.

KEYED NOTES

- ① PROVIDE STRUCTURAL BOLLARD PER _____.
- ②
- ③



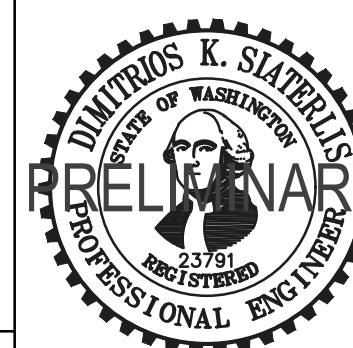
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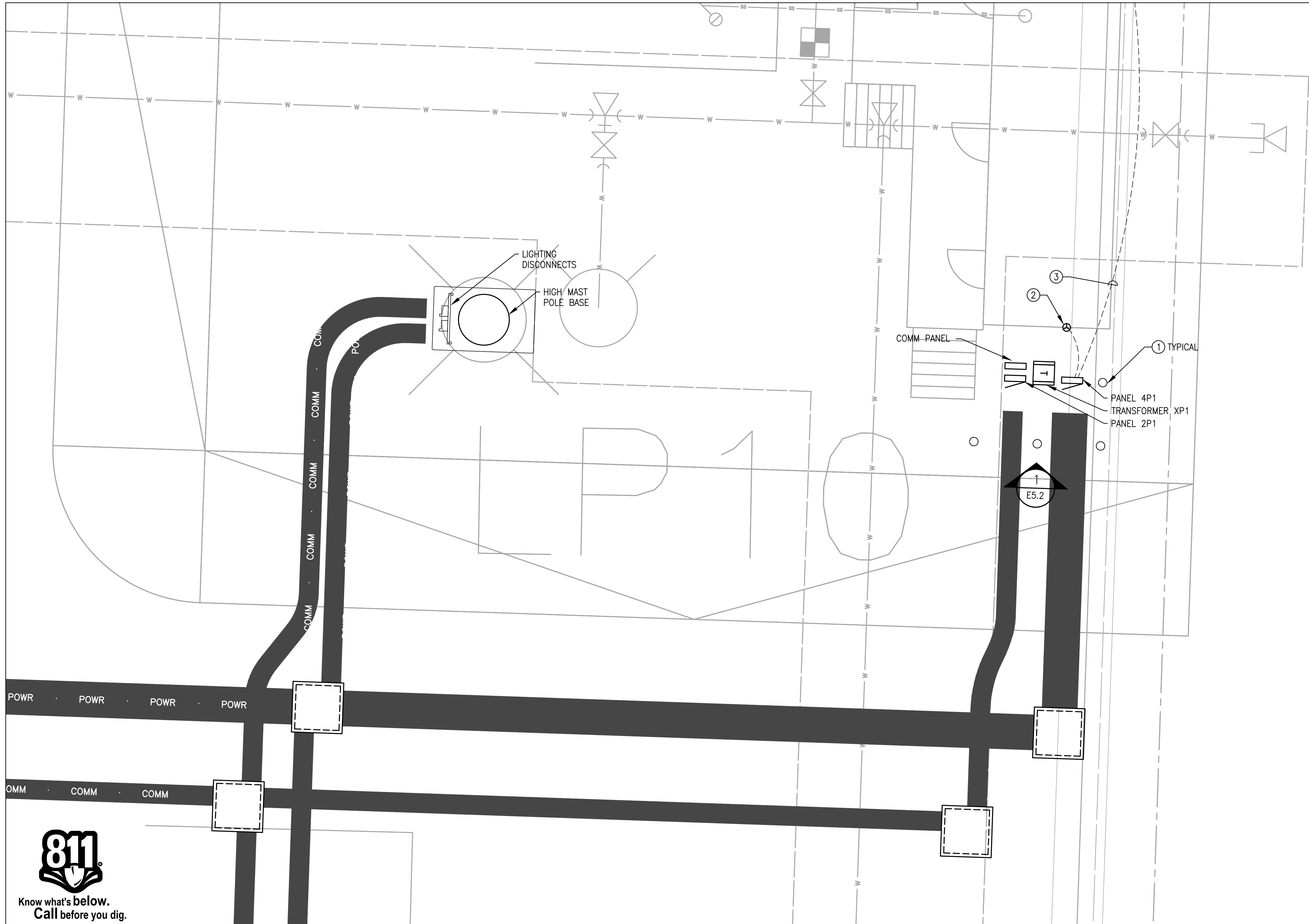
PROJECT ENGINEER: D. SIATERLIS	SCALE: 1" = 4'
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
ENLARGED ELECTRICAL PLAN
WATERFRONT / BARGE RAMP

DWG. NO.	E4.4
CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

R:\5650-093.00\Drawings\m8e44 4-16-21 03:38pm curtis



GENERAL NOTES

1.

KEYED NOTES

- ① PROVIDE STRUCTURAL BOLLARD PER _____.
- ② PROVIDE LONGSHOREMAN BREAK ROOM TRAILER ELECTRICAL CONNECTION.
- ③ PROVIDE LONGSHOREMAN RESTROOM TRAILER ELECTRICAL CONNECTION.

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SEATTLE, WA 98188

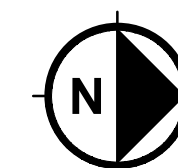
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION



PROJECT ENGINEER: D. SIATERLIS	SCALE: 1" = 4'
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
ENLARGED ELECTRICAL PLAN
NORTH PORTABLE BUILDINGS

DWG. NO.	E4.5
CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX



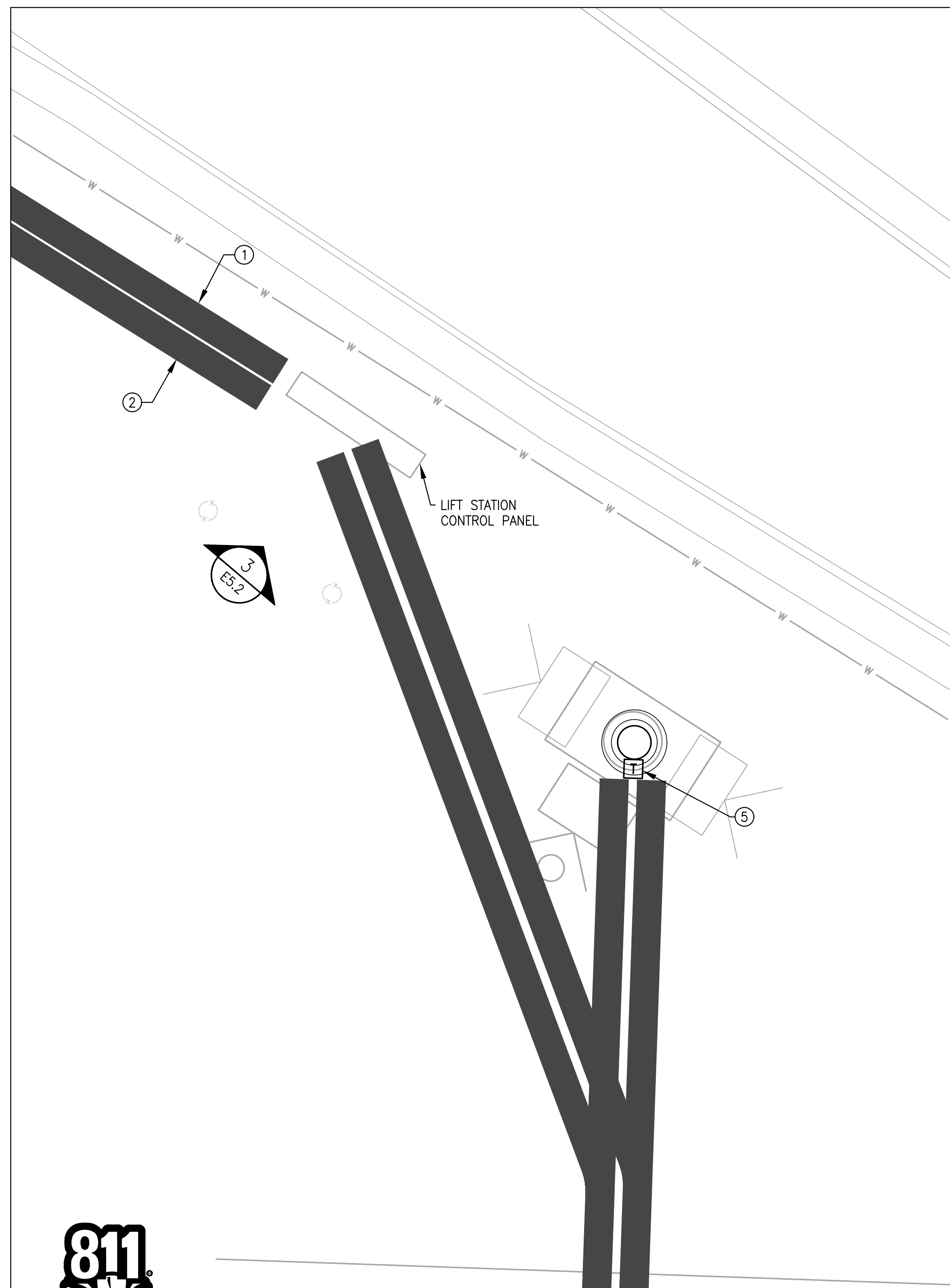
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GENERAL NOTES

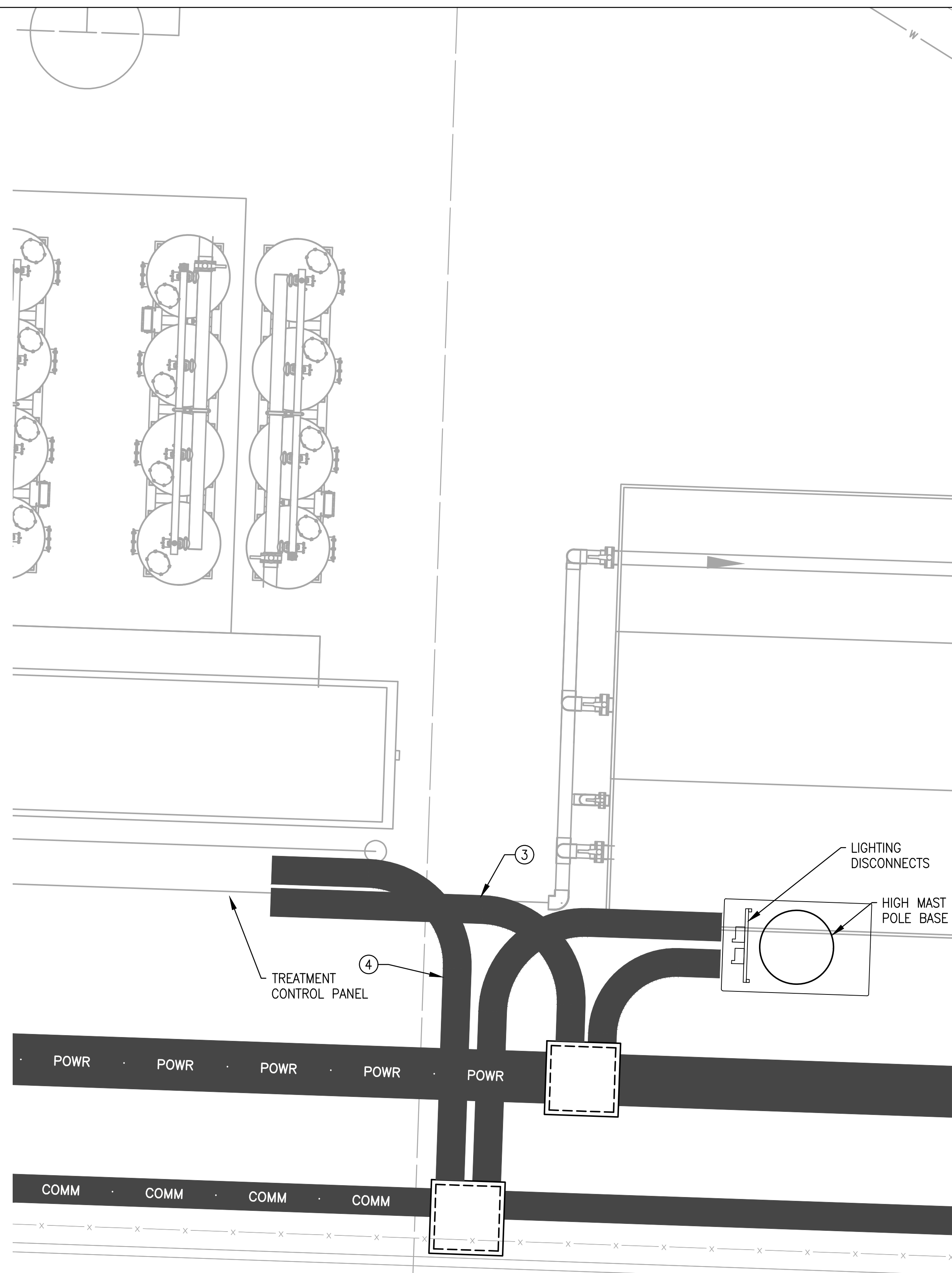
1.

KEYED NOTES

- ① PROVIDE DUCTBANK WITH THE FOLLOWING CONDUITS TO SERVE LIFT STATION:
 () ___"C - POWER
 () ___"C - CONTROL
 () ___"C - SPARE
- ② PROVIDE DUCTBANK WITH THE FOLLOWING CONDUITS TO SERVE VALVE VAULT:
 () ___"C - POWER
 () ___"C - CONTROL
 () ___"C - SPARE
- ③ PROVIDE DUCTBANK WITH THE FOLLOWING CONDUITS TO SERVE TREATMENT CONTROL PANEL:
 () ___"C - POWER
 () ___"C - SPARE
- ④ PROVIDE DUCTBANK WITH THE FOLLOWING CONDUITS TO SERVE TREATMENT CONTROL PANEL:
 () ___"C - COMM
 () ___"C - SPARE
- ⑤



LIFT STATION CONTROL PANEL ①
E1.3



TREATMENT CONTROL PANEL ②
E1.3

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 REDUCE SCALE ACCORDINGLY

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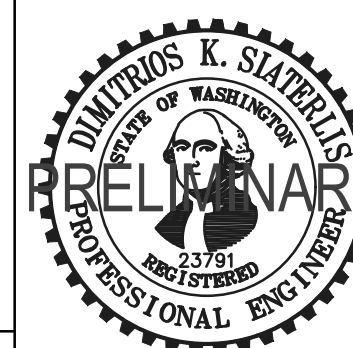


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 SEATTLE, WA 98188

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION



PROJECT ENGINEER: D. SIATERLIS	SCALE: 1" = 4'
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
 NORTON TERMINAL DEVELOPMENT
 & MTCA 3RD INTERIM ACTION
 ENLARGED ELECTRICAL PLAN
 CONTROL PANELS

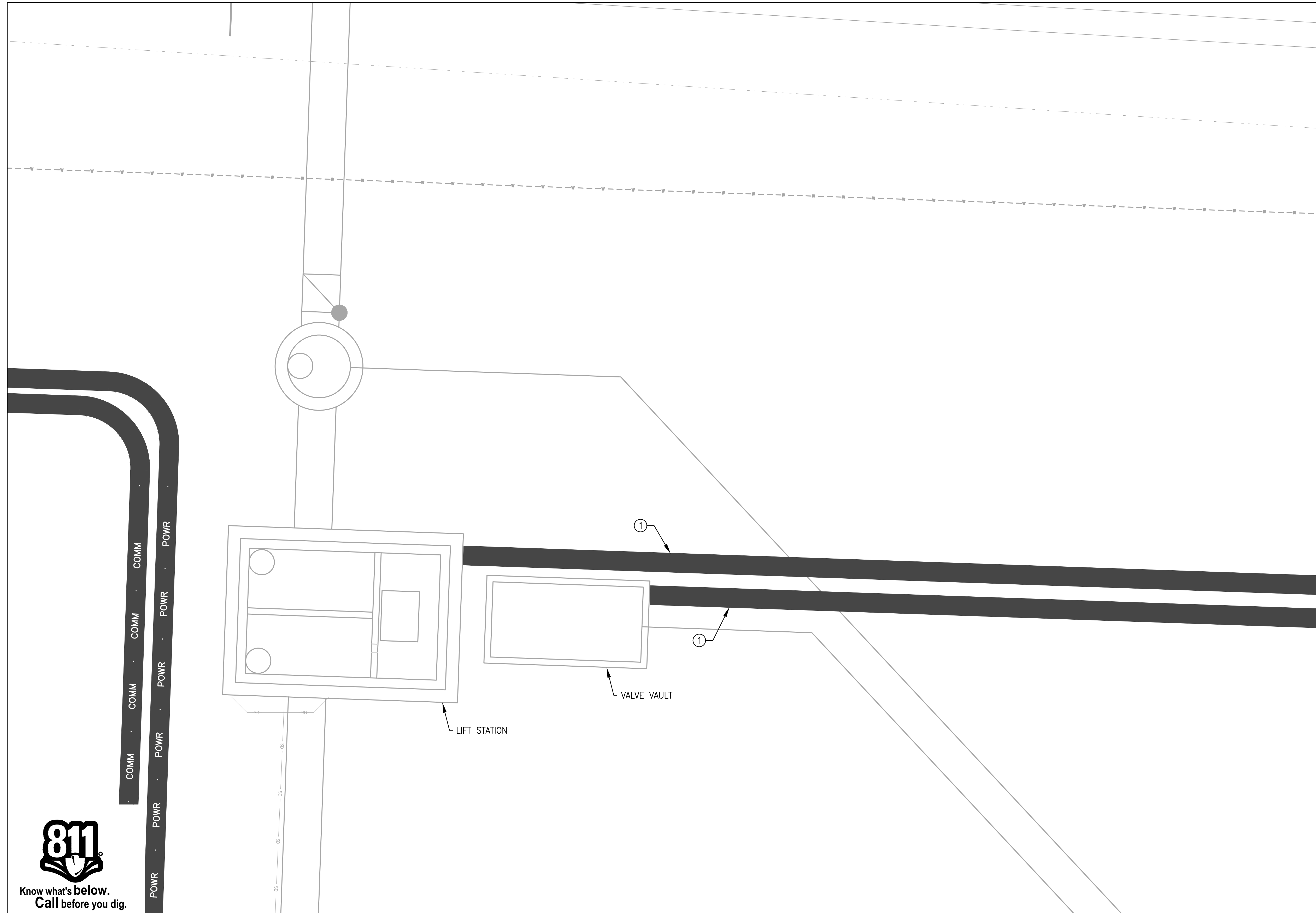
DWG. NO.	E4.6
CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX

GENERAL NOTES

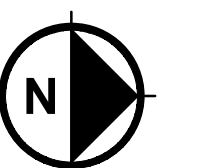
1. THE LIFT STATION AND VALVE VAULT ARE CLASSIFIED SPACES, CLASS 1, DIVISION 2 PER NEC AND NFPA 820.

KEYED NOTES

- ① SEE SHEET E4.6 FOR DUCT BANK CONDUIT QUANTITIES AND SIZES.
- ②
- ③



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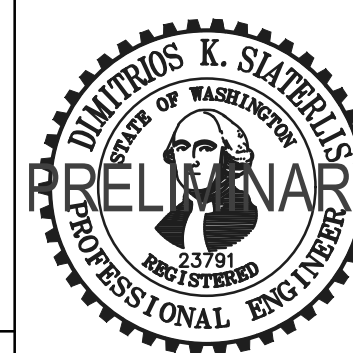
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PROJECT ENGINEER: D. SIATERLIS	SCALE: 1" = 4'
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
ENLARGED ELECTRICAL PLAN
STORMWATER LIFT STATION

DWG. NO.	E4.7
CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX

GENERAL NOTES

1.

KEYED NOTES

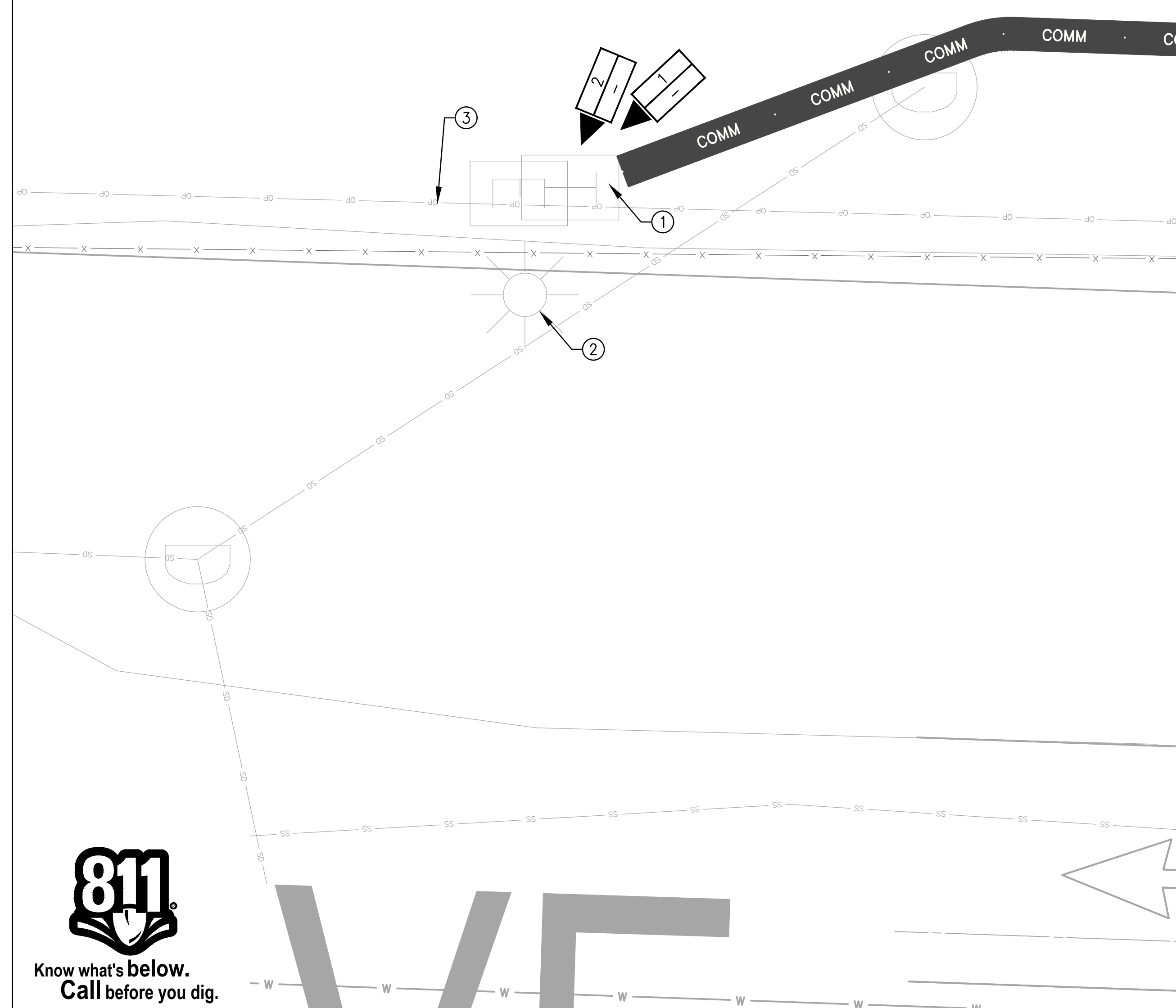
- ① STUB CONDUITS UP INTO EXISTING HANDHOLE.
- ② EXISTING PORT SECURITY CAMERA POLE.
- ③ EXISTING PORT CONDUITS TO TWIC BUILDING AND CHILL BUILDING.



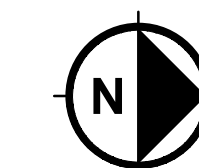
EXISTING HANDHOLE PHOTO 1
-



EXISTING HANDHOLE PHOTO 2
-



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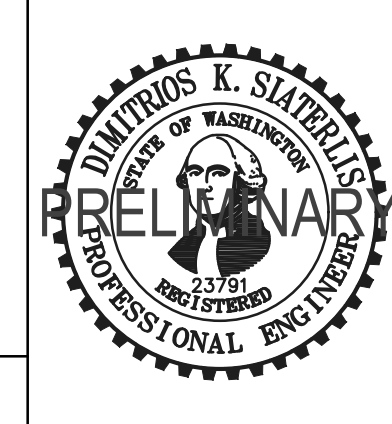
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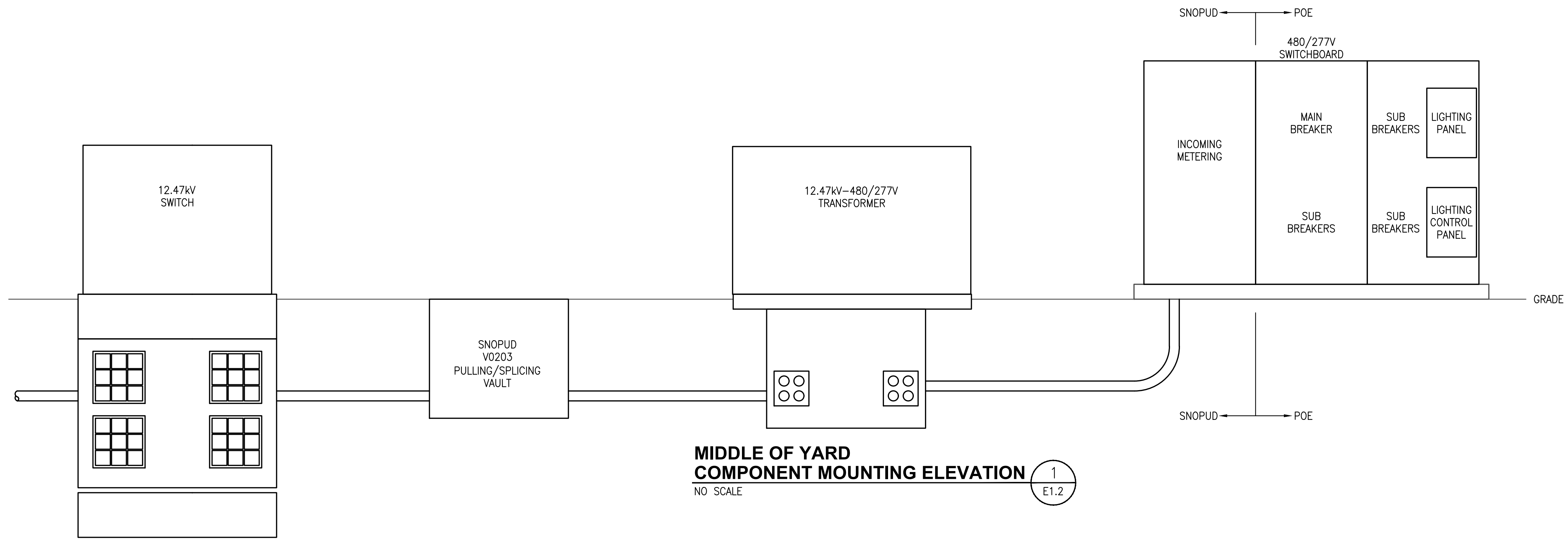
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION



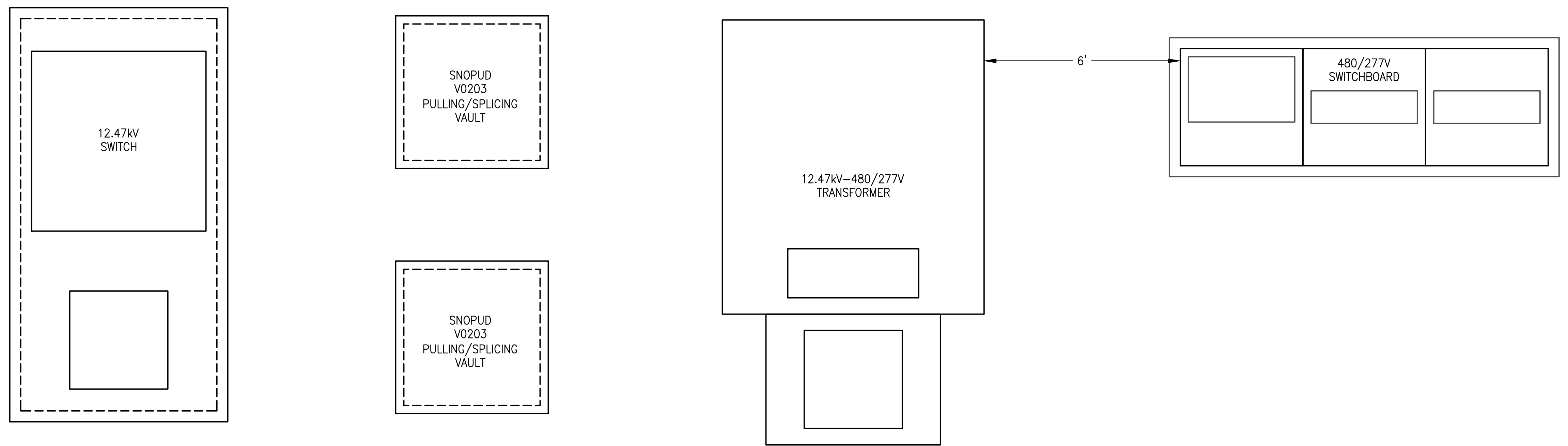
PROJECT ENGINEER: D. SIATERLIS	SCALE: 1" = 4'
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
ENLARGED ELECTRICAL PLAN
FEDERAL AVE

DWG. NO.	E4.8
CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX



**MIDDLE OF YARD
COMPONENT MOUNTING ELEVATION** 1
NO SCALE E1.2



**MIDDLE OF YARD
COMPONENT MOUNTING PLAN** 2
NO SCALE

GENERAL NOTES

1.

KEYED NOTES

① xxx

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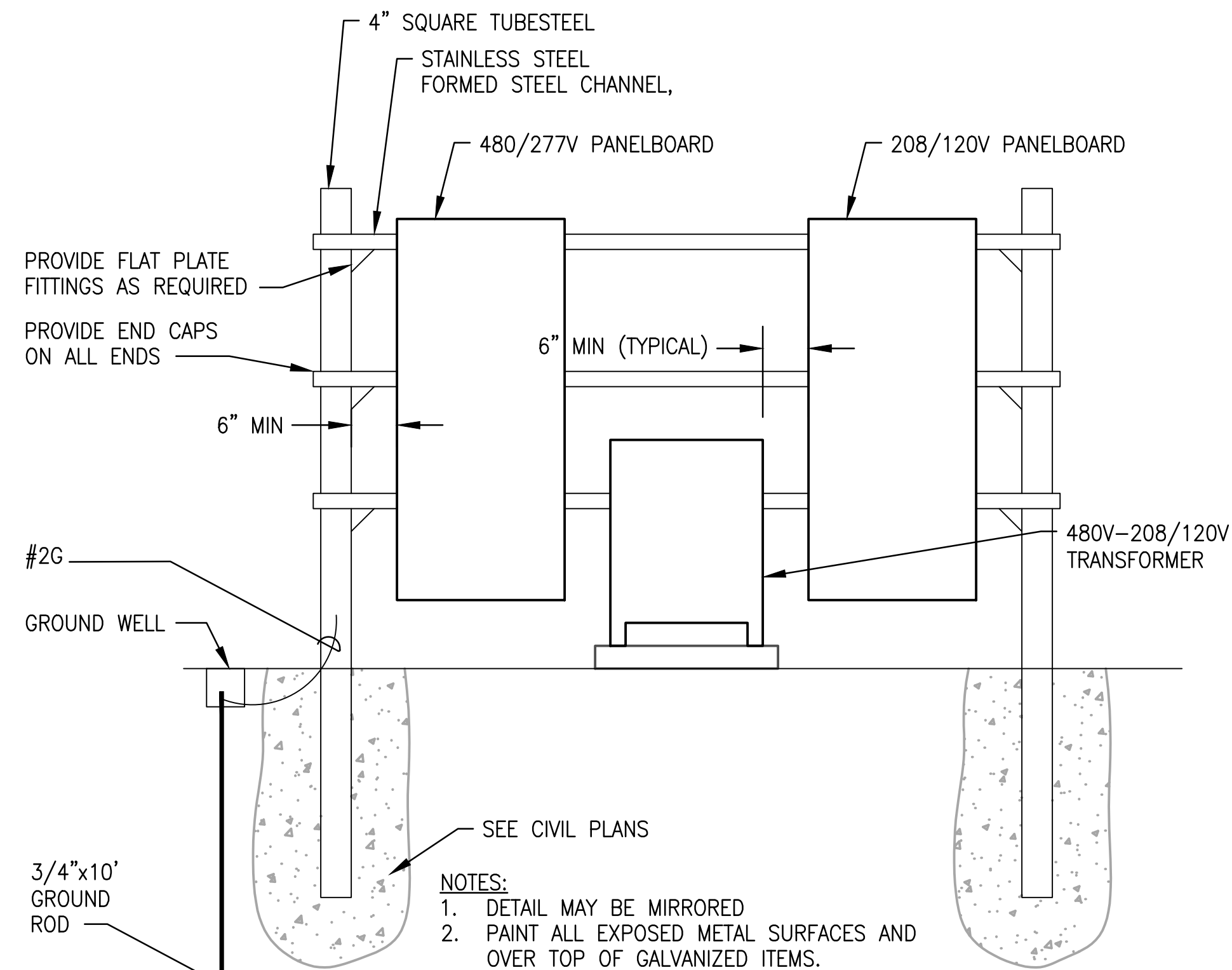
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION



PROJECT ENGINEER: D. SIATERLIS	SCALE: NONE
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
ELECTRICAL DETAILS

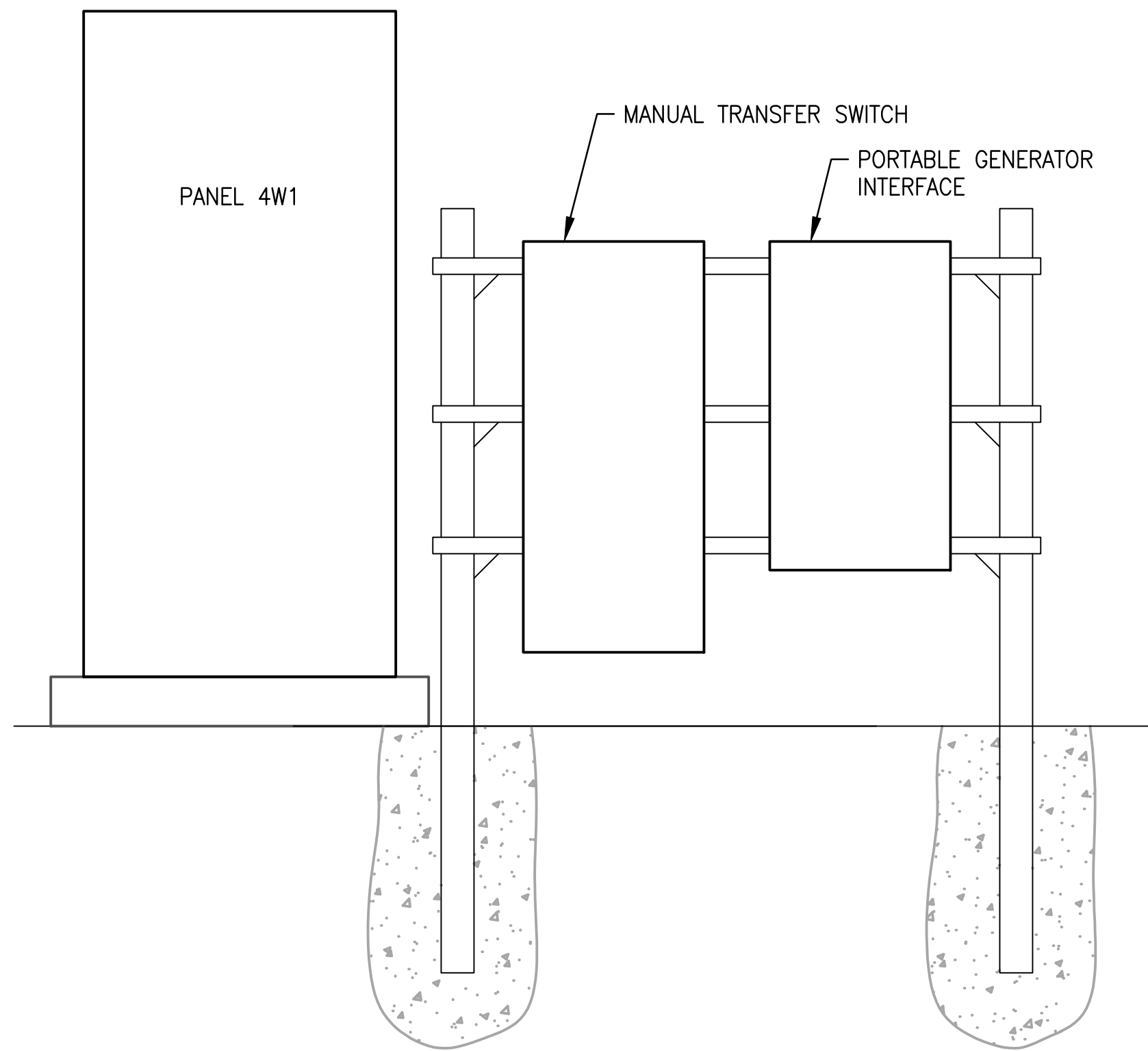
DWG. NO.	E5.1
CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX



TYPICAL ELECTRICAL COMPONENT MOUNTING ELEVATION

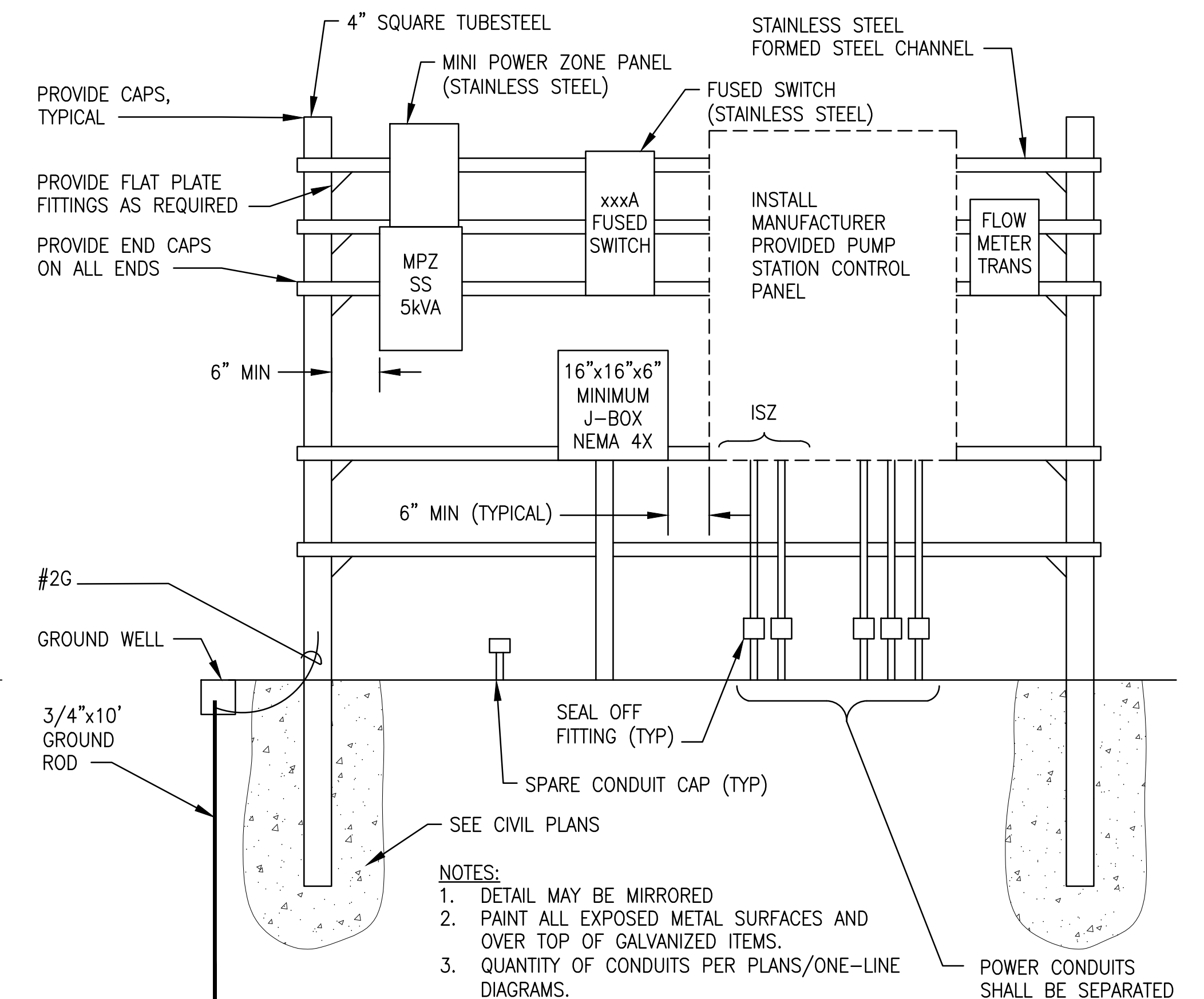
0 1 2
scale feet

1



PANEL 4W1 AND TRANSFER SWITCH ELEVATION

2
E4.4



LIFT STATION ELECTRICAL COMPONENT MOUNTING DETAIL

3
E4.6

GENERAL NOTES

1.

KEYED NOTES

① XXX

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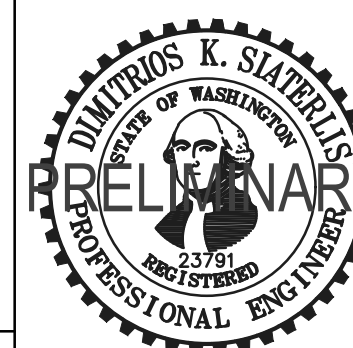
IF SHEET IS LESS THAN 22x34
REDUCE SCALE ACCORDINGLY



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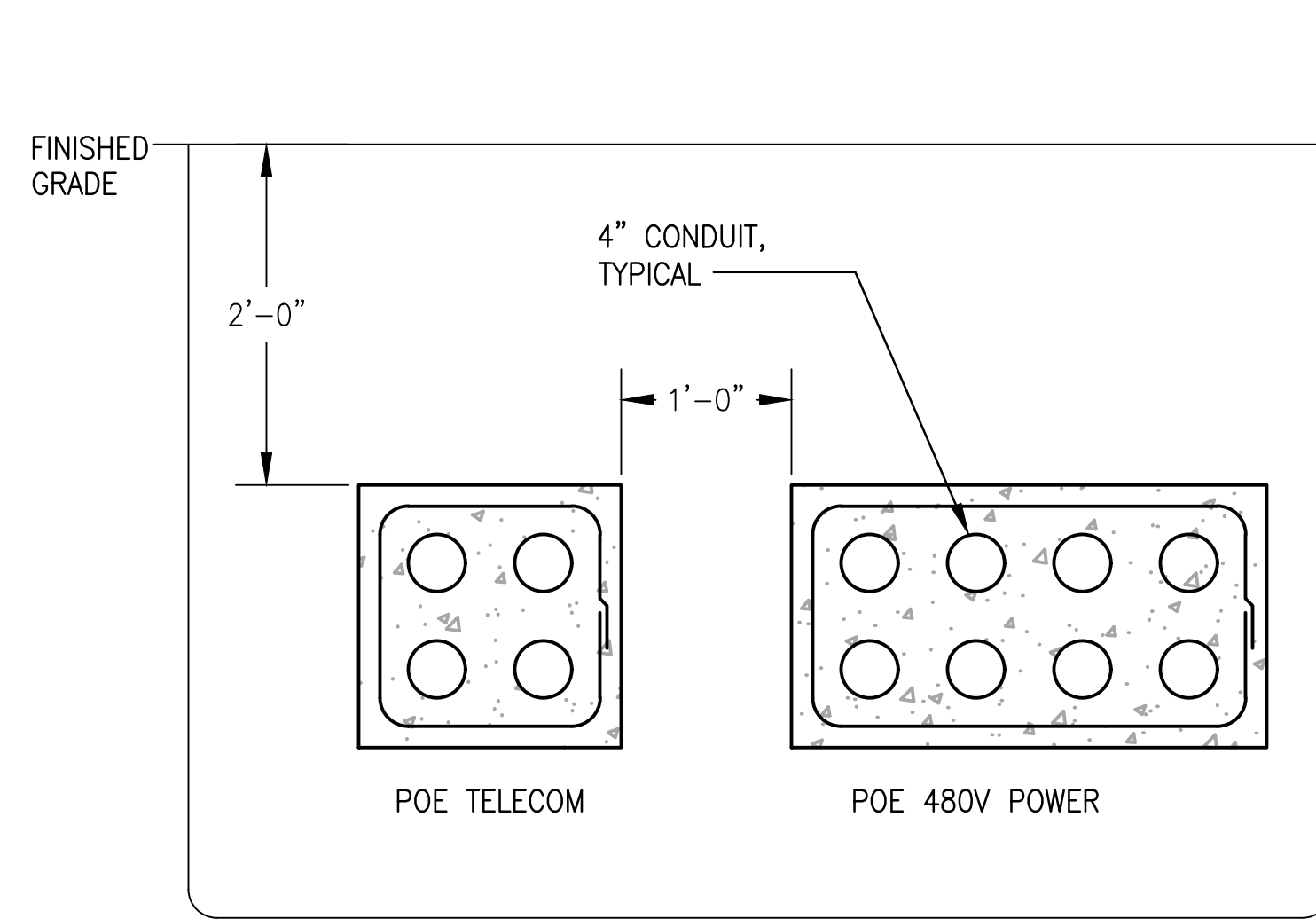
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION



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APPROVED BY:	

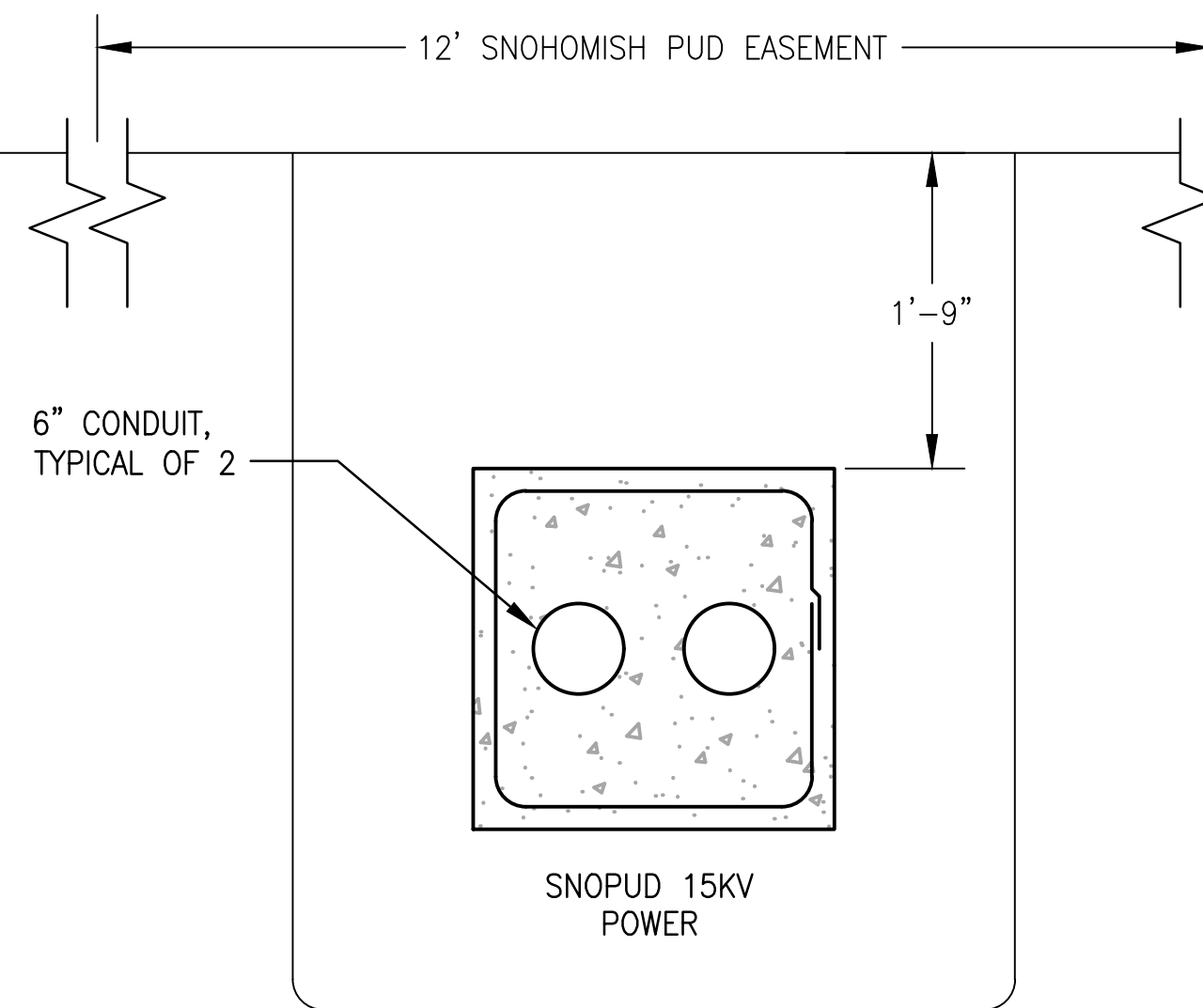
PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
ELECTRICAL DETAILS

DWG. NO.	E5.2
CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX



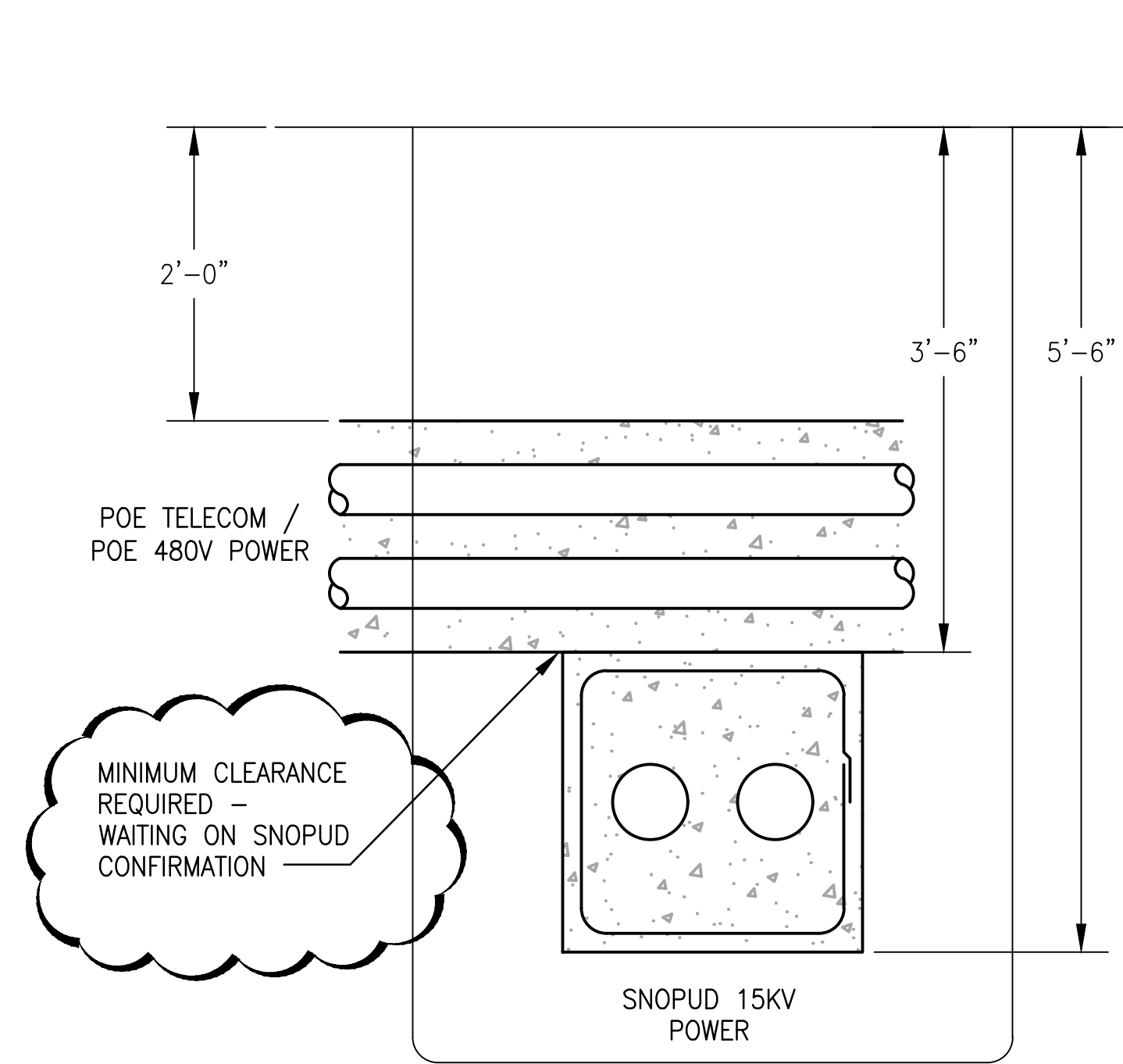
POE DUCTBANK SECTION (A)

0 1 2
scale feet



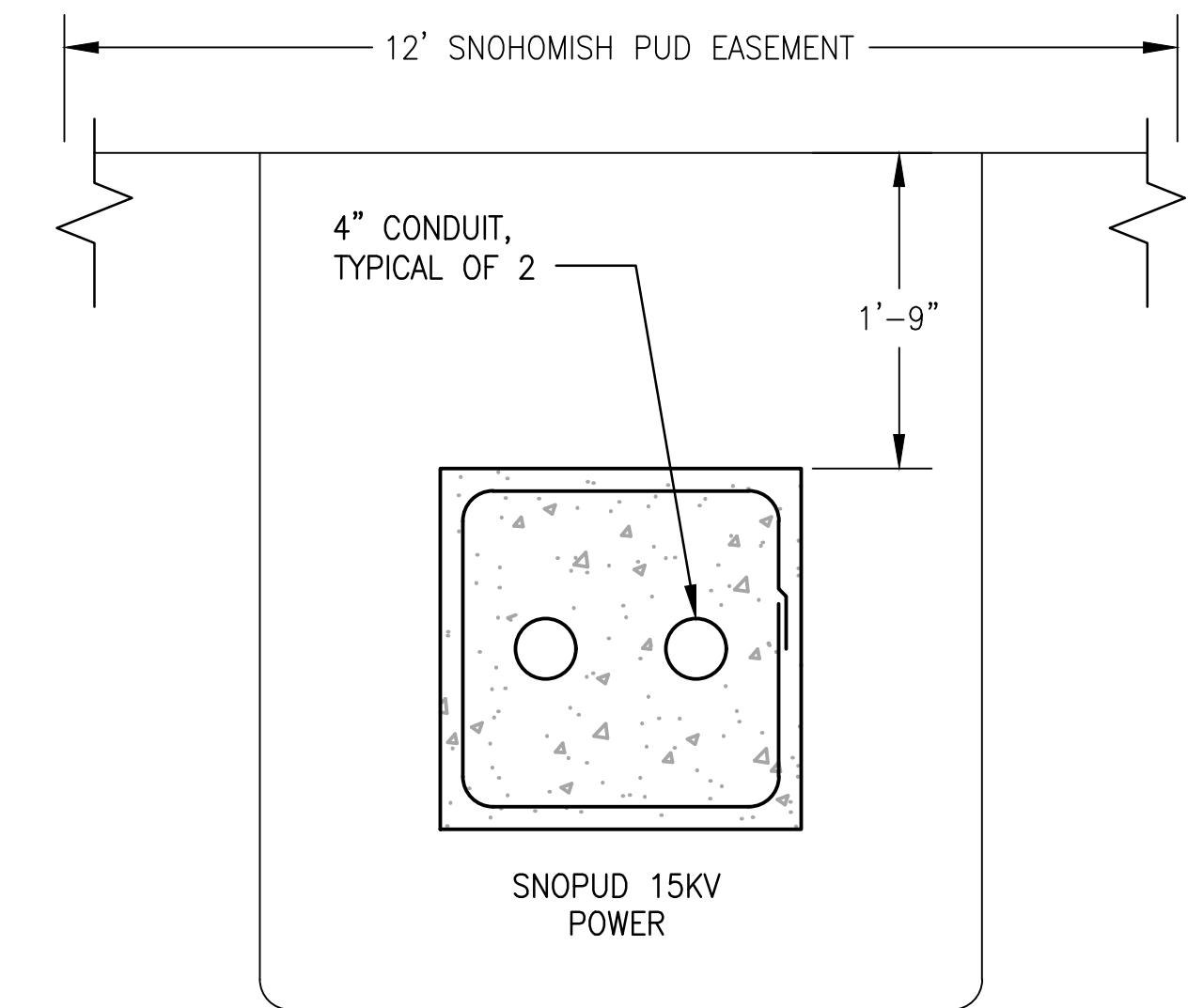
SNOPUD DUCTBANK SECTION (B)

0 1 2
scale feet



SNOPUD DUCTBANK SECTION (C)

0 1 2
scale feet



SNOPUD DUCTBANK SECTION (D)

0 1 2
scale feet

GENERAL NOTES

1.

KEYED NOTES

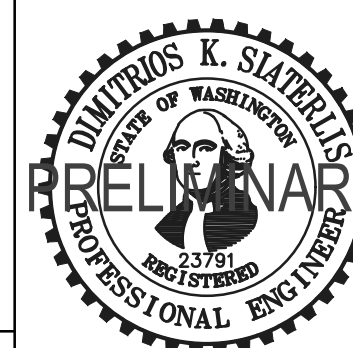
① xxx

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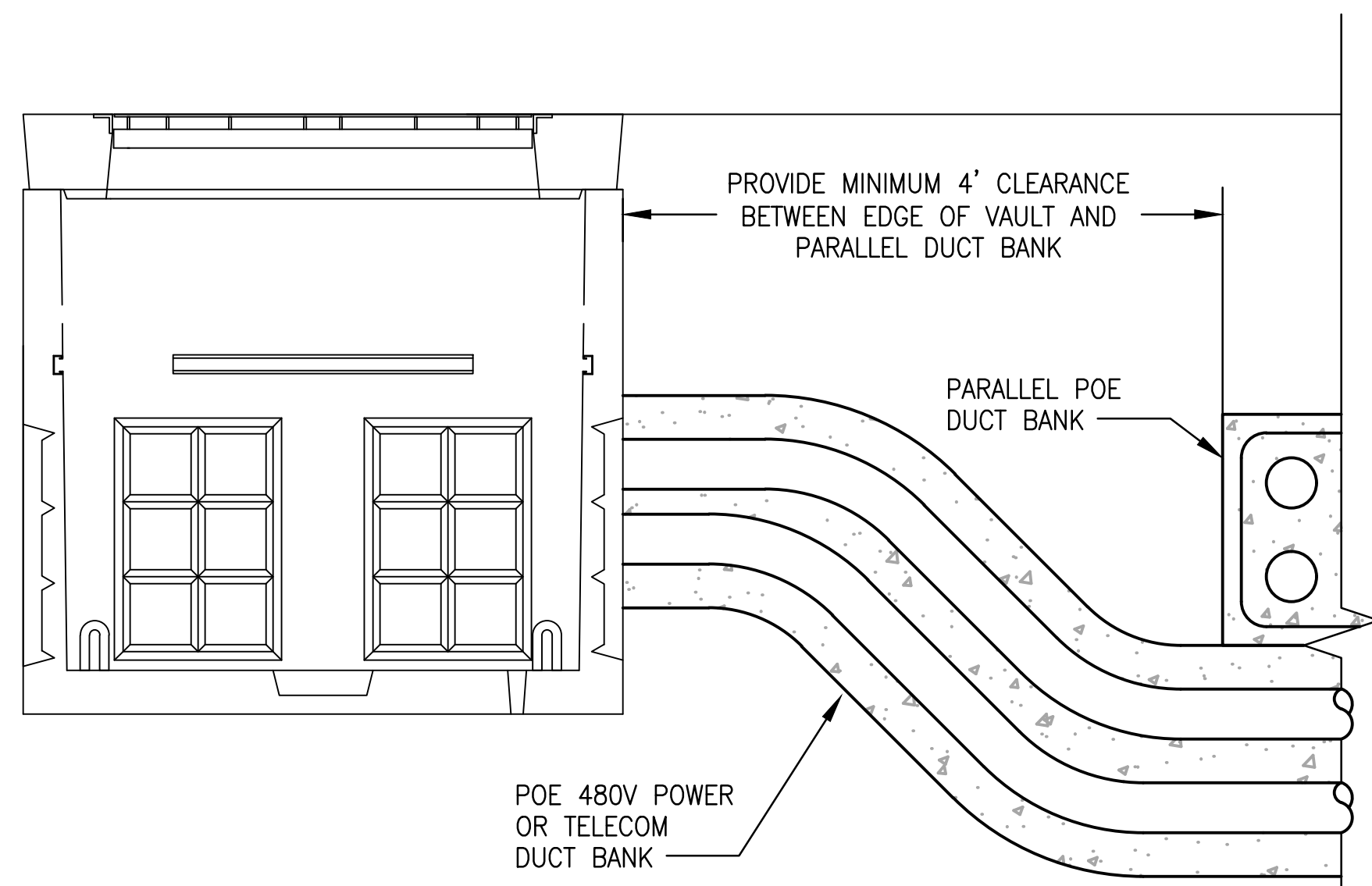
NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION



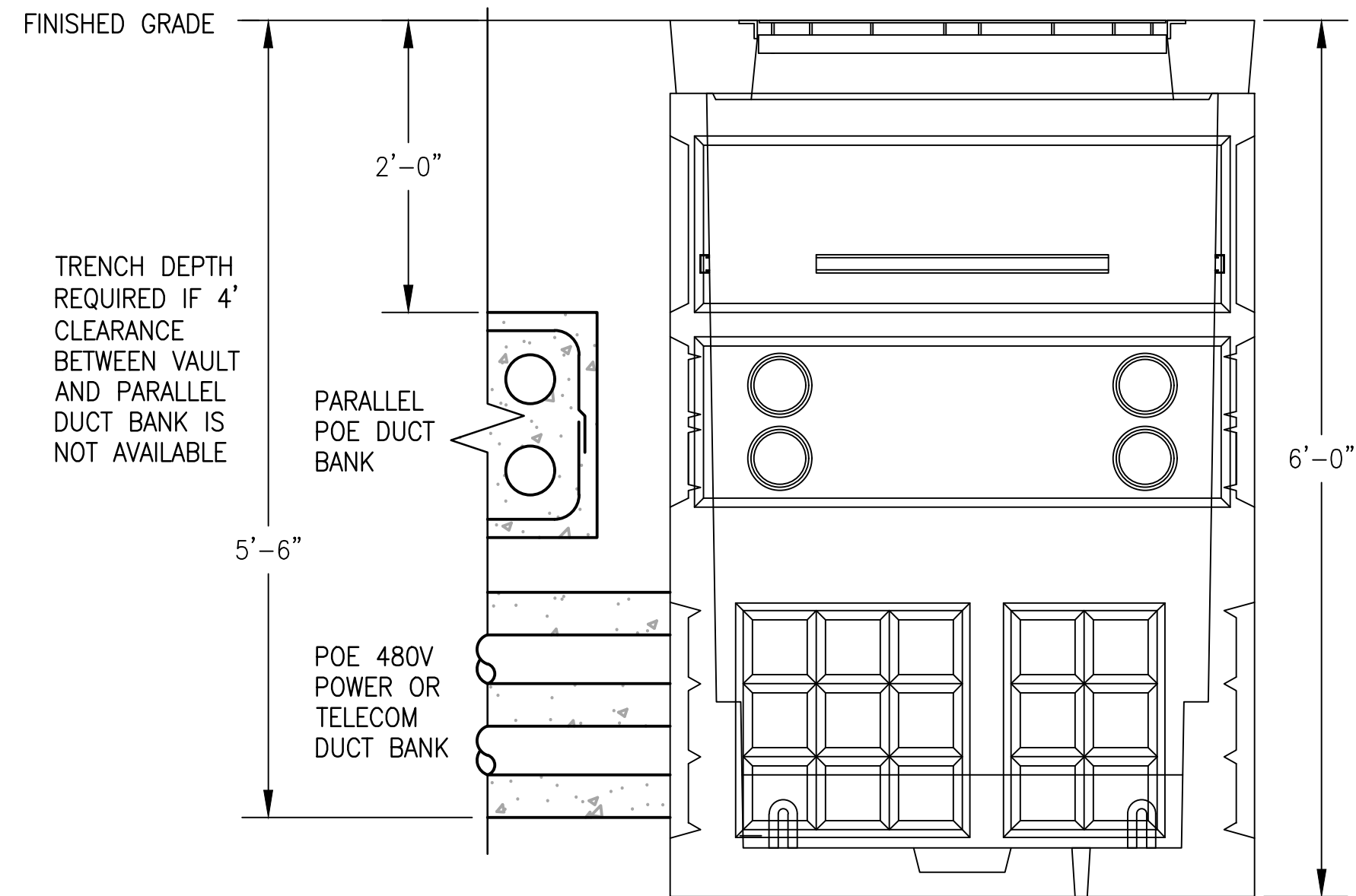
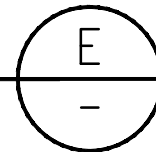
PROJECT ENGINEER: D. SIATERLIS	SCALE: NONE
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
ELECTRICAL DETAILS

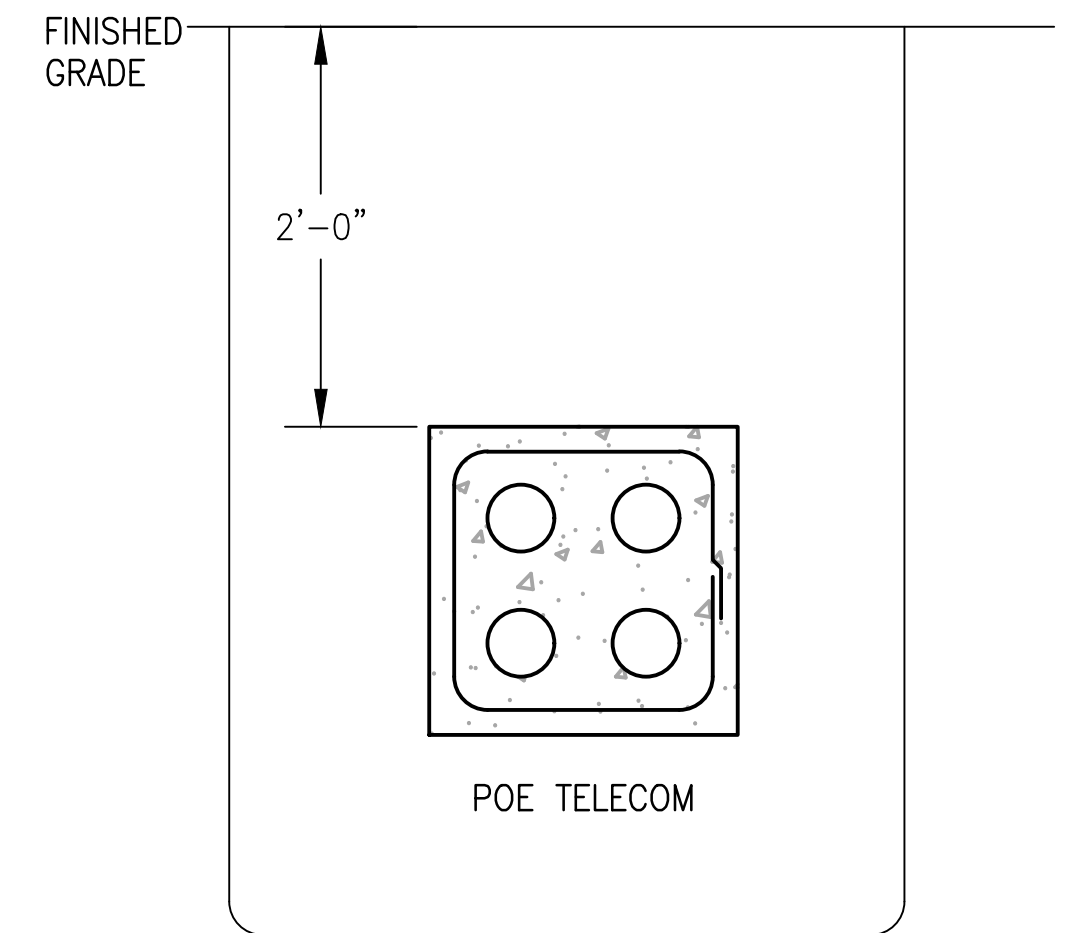
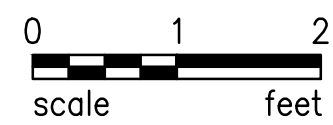
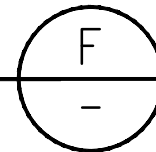
DWG. NO.	E5.3
CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX



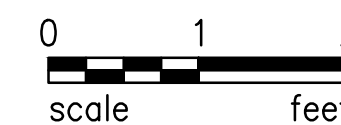
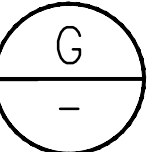
POE DUCTBANK SECTION



POE DUCTBANK SECTION



POE DUCTBANK SECTION



GENERAL NOTES

1.

KEYED NOTES

① xxx

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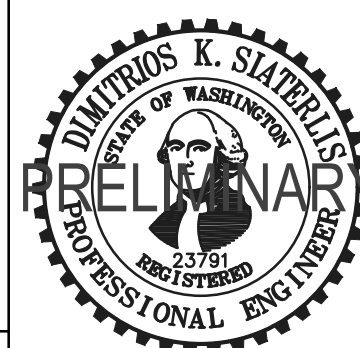
IF SHEET IS LESS THAN 22x34
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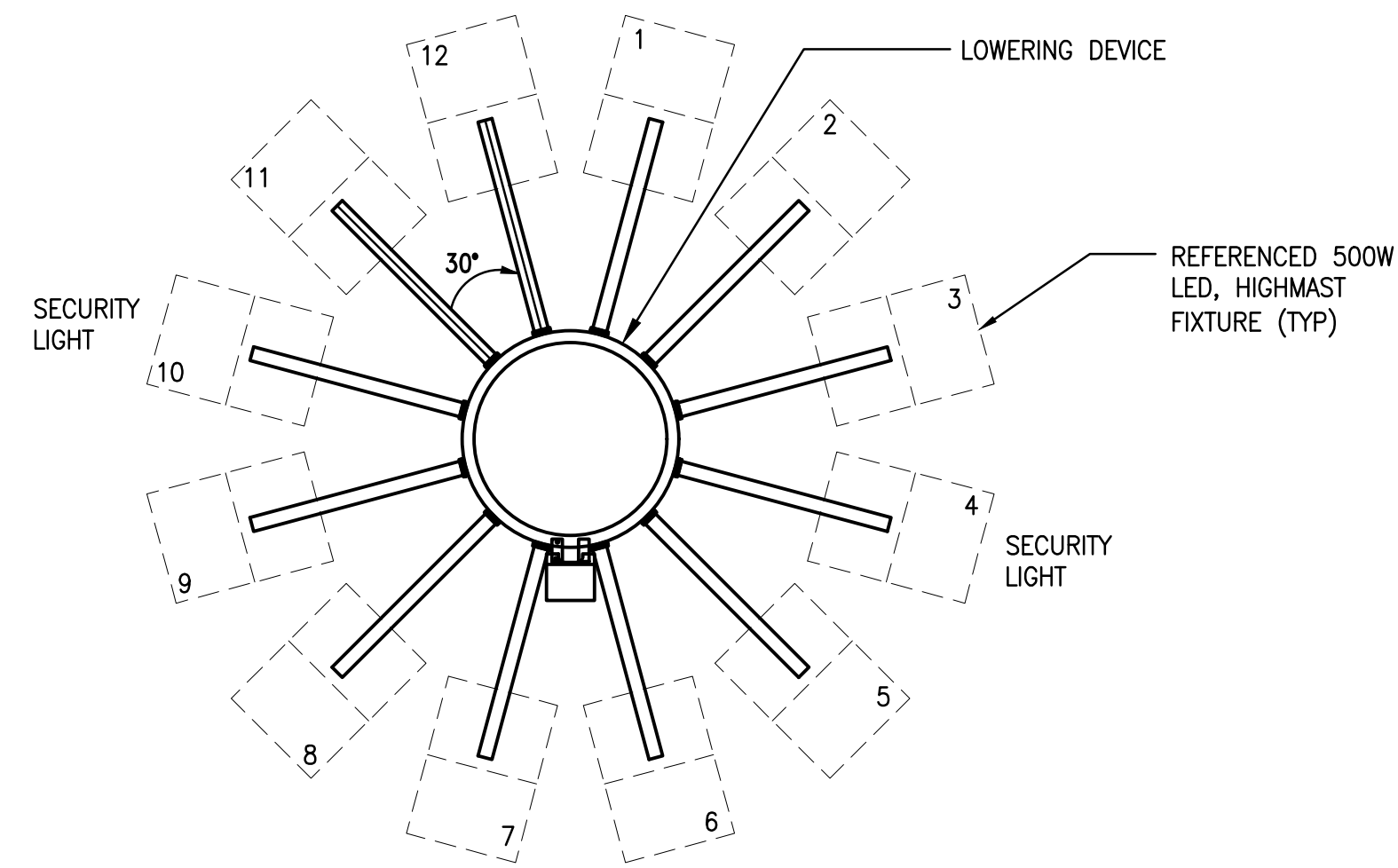


PROJECT ENGINEER: D. SIATERLIS	SCALE: NONE
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

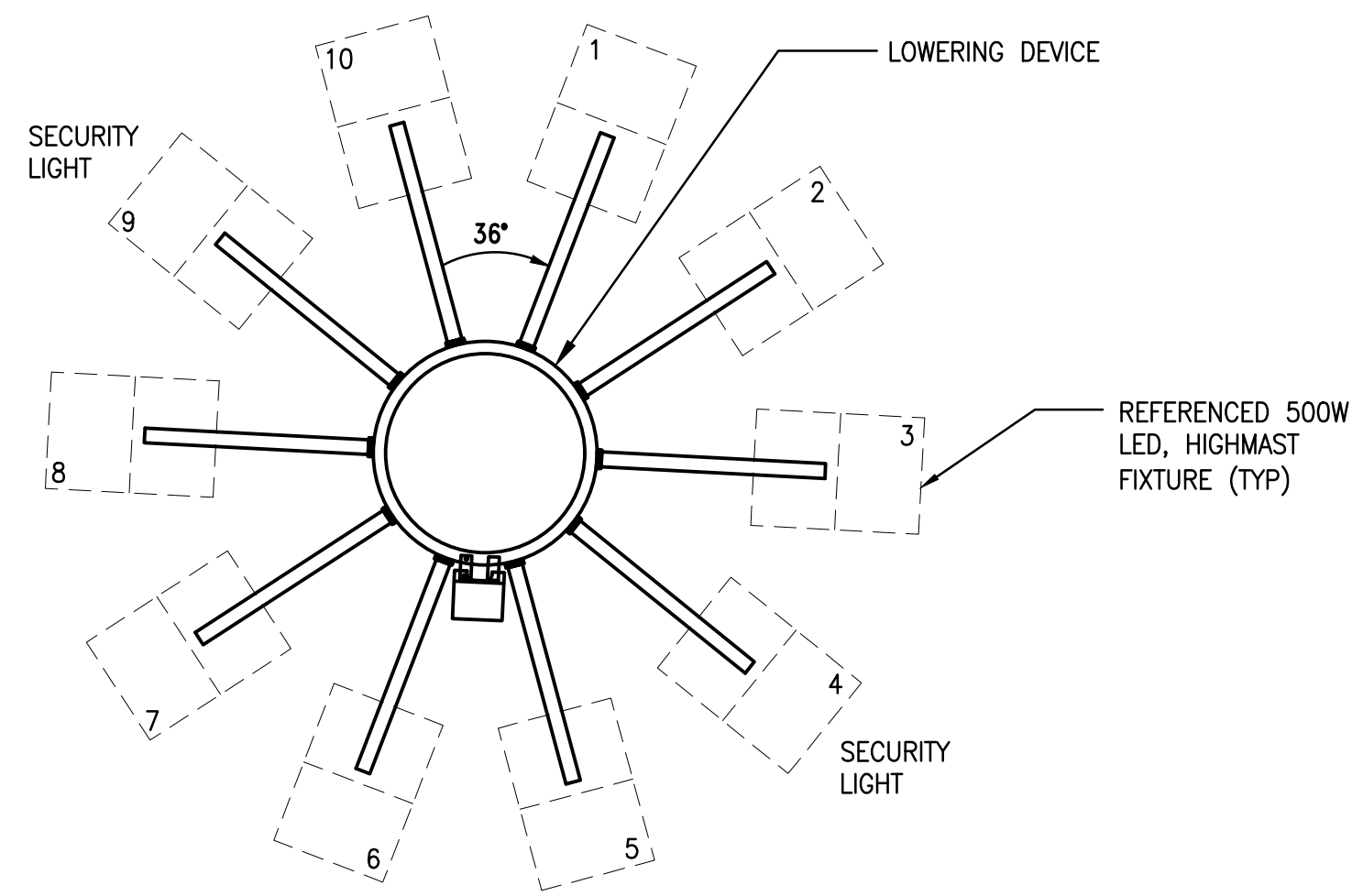
PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
ELECTRICAL DETAILS

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CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX

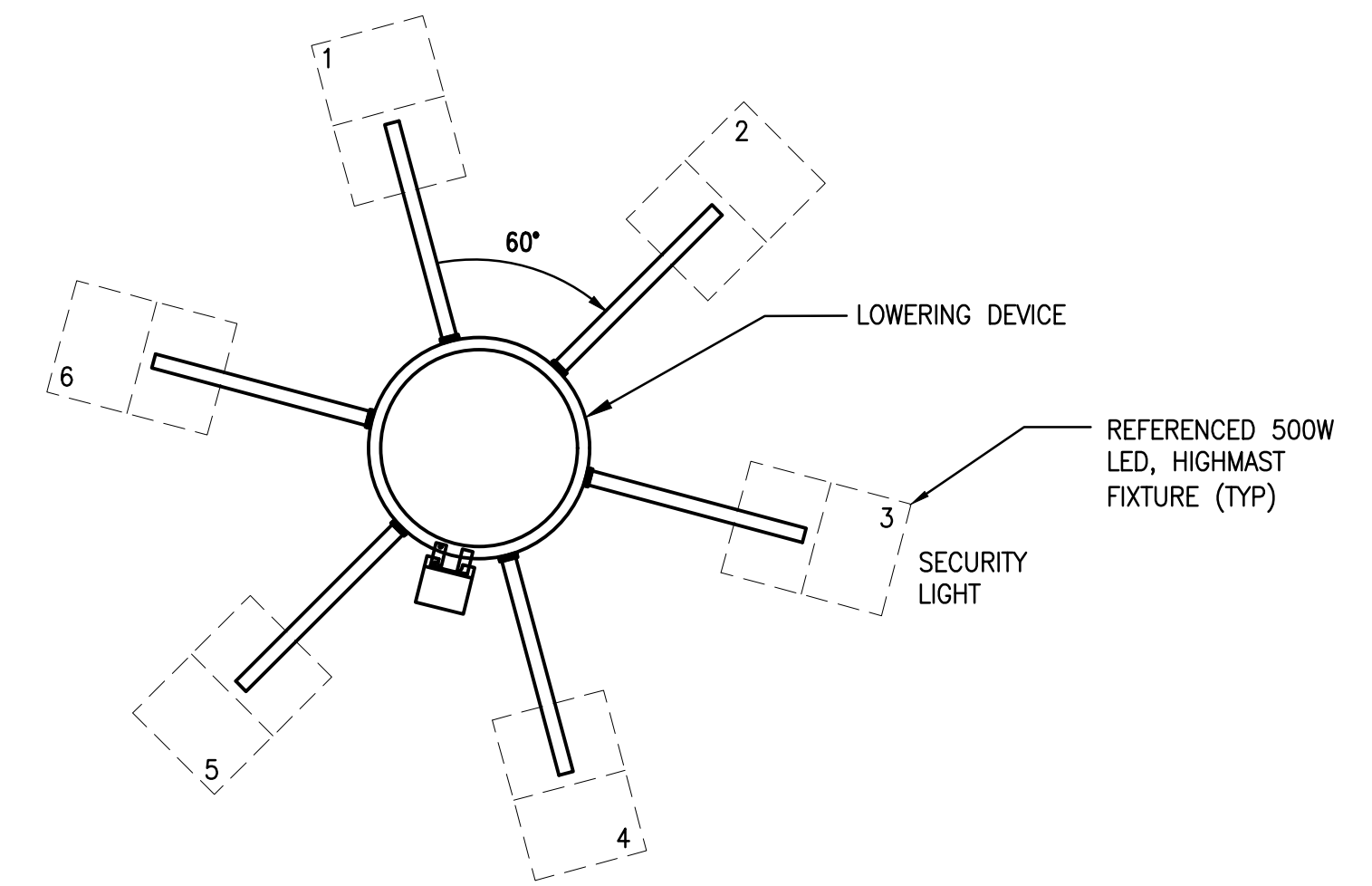
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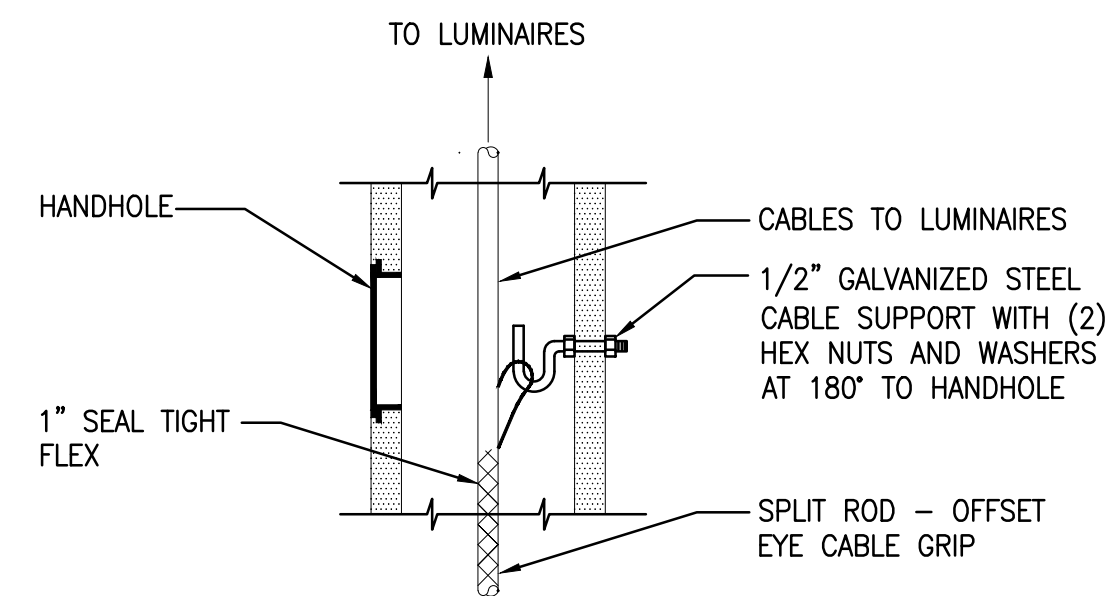
BRACKET ARM TYPE 1 - 12 FIXTURES
SCALE: NONE



BRACKET ARM TYPE 2 - 10 FIXTURES
SCALE: NONE



BRACKET ARM TYPE 3 - 6 FIXTURES
SCALE: NONE



DETAIL - LIGHT POLE INTERIOR CABLE SUPPORT 1 / 5.5
SCALE: NONE

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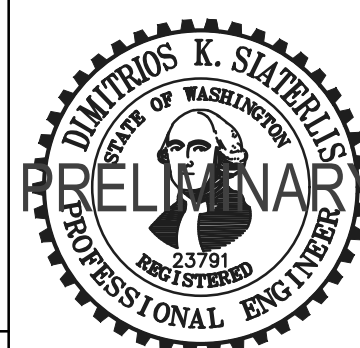
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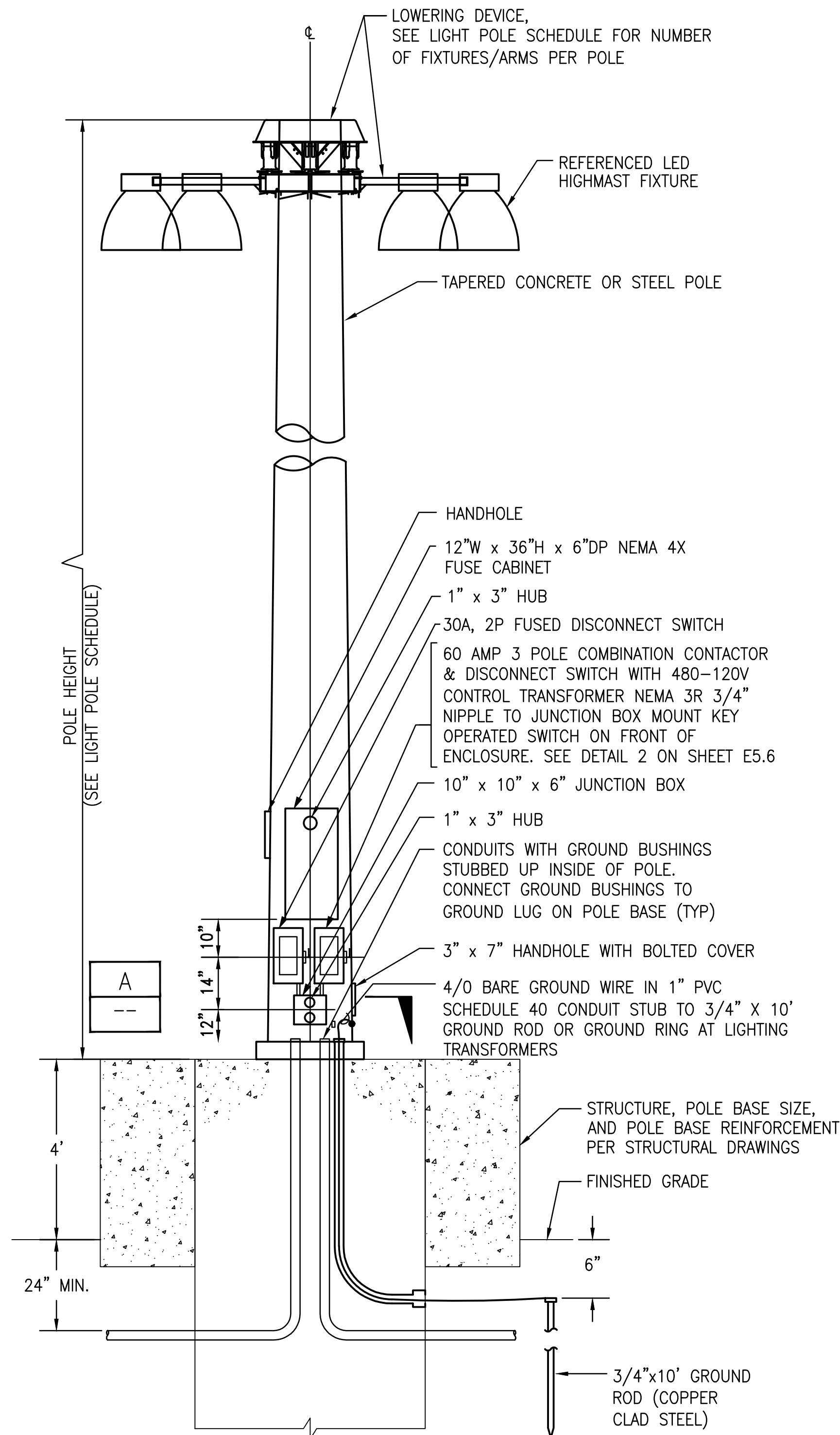
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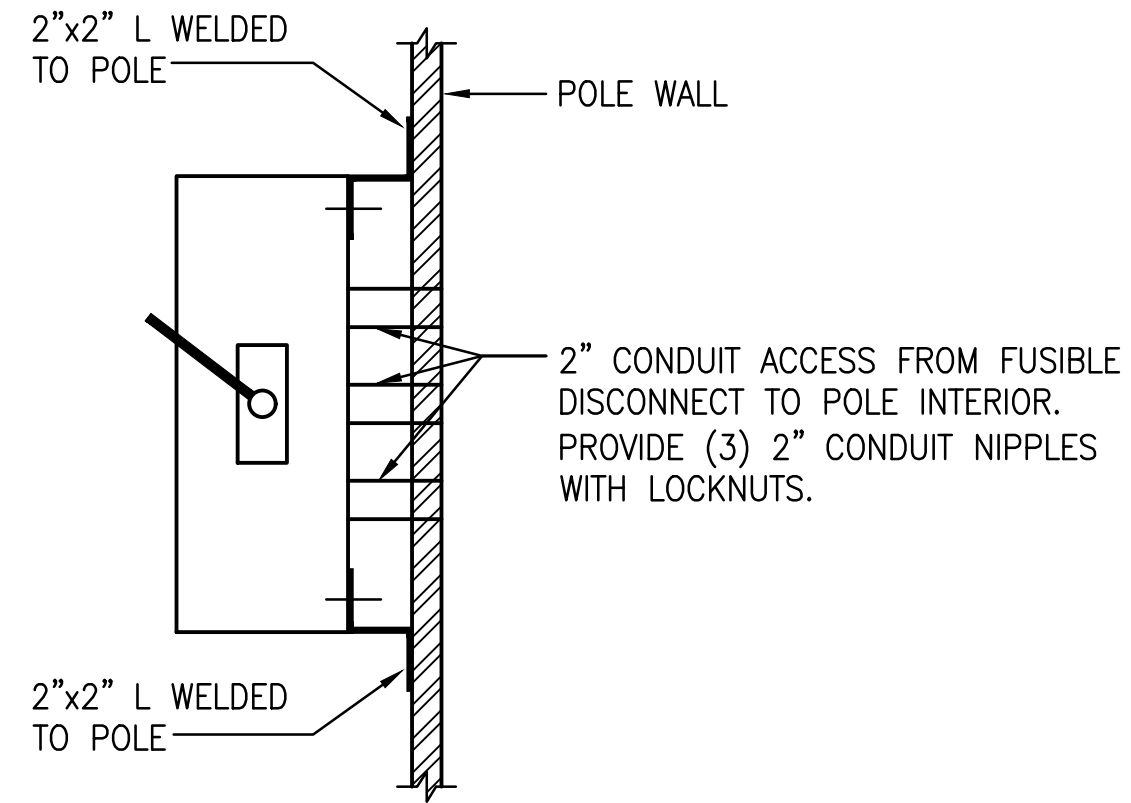
PROJECT ENGINEER: D. SIATERLIS	SCALE: NONE
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
BRACKET ARM
CONFIGURATIONS

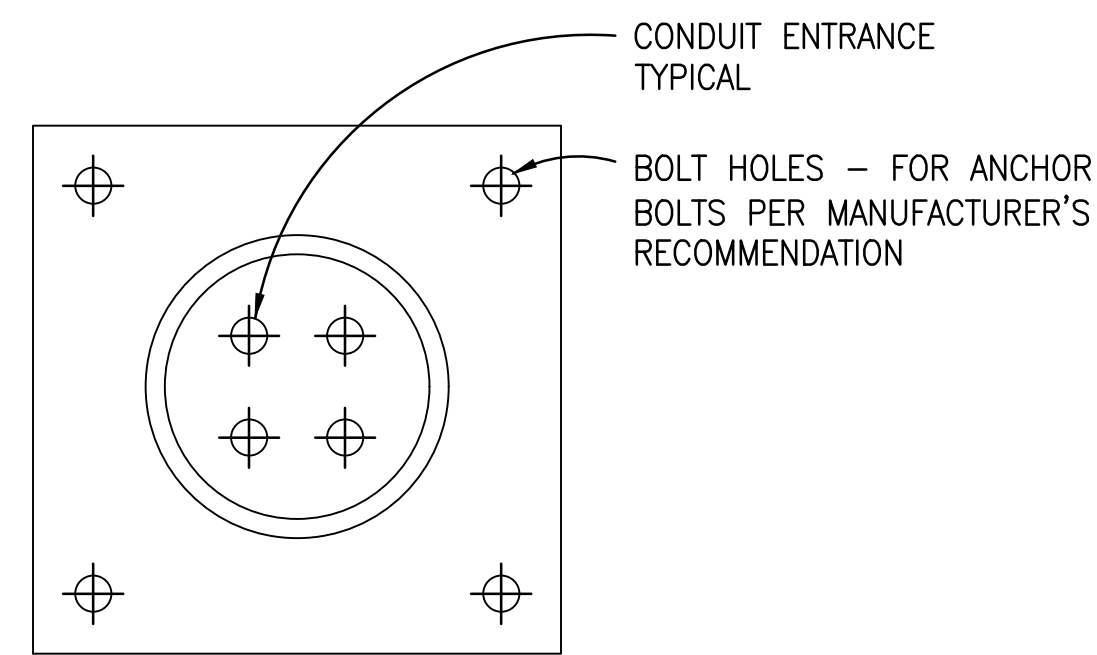
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PROJECT NO.	TBD
SHEET NO.	OF XX



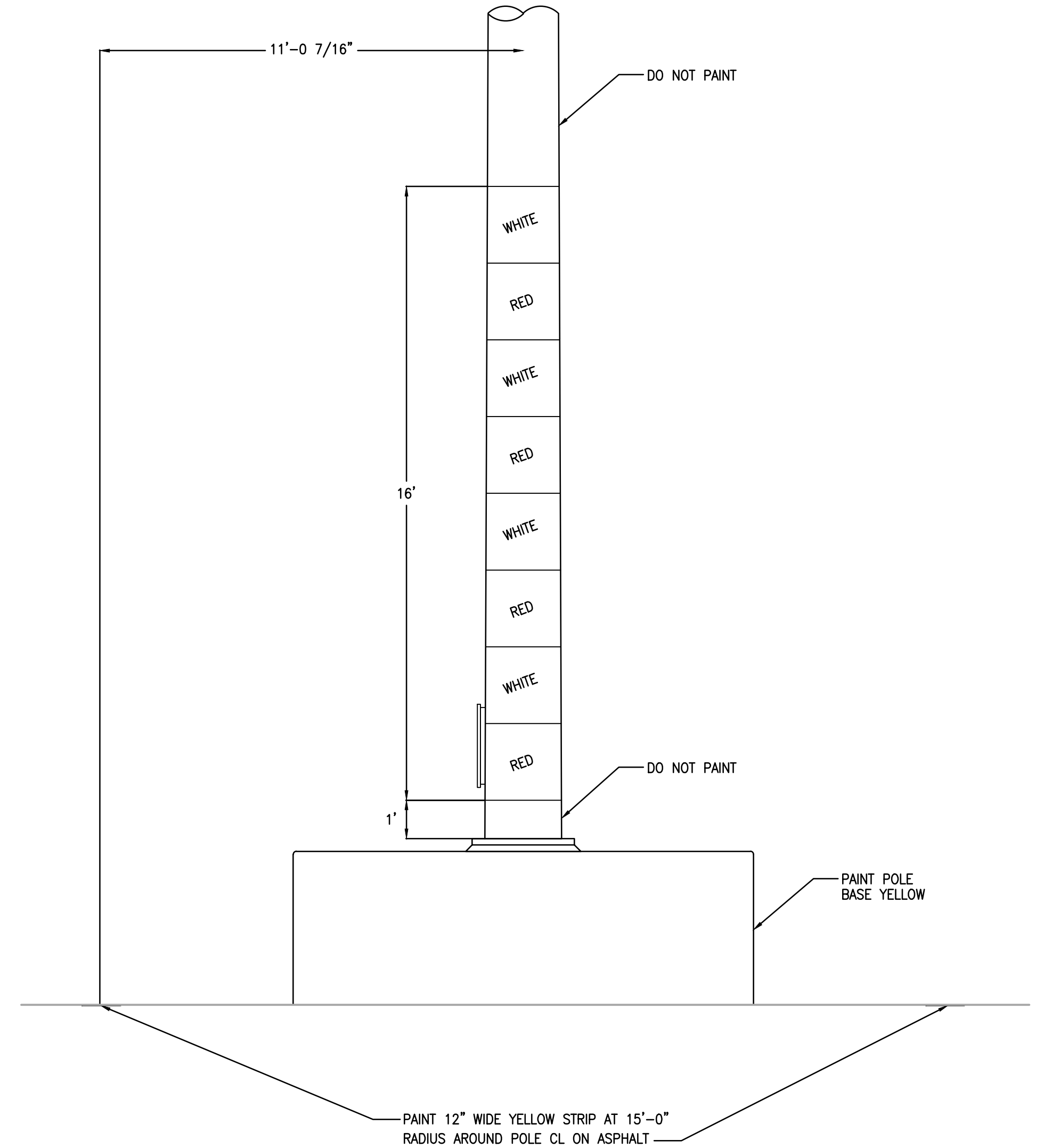
DETAIL - TYPICAL HIGH MAST LIGHT POLE 1
SCALE: NONE 5.6



DETAIL - FUSIBLE DISCONNECT INSTALLATION 2
SCALE: NONE 5.6



SECTION - BASE PLATE 3
SCALE: NONE 5.6



POLE STRIPING DETAIL 4
SCALE: NTS 5.6

- GENERAL NOTES**
- PAVEMENT MARKINGS (STRIPING) SHOULD CONFORM TO THE REQUIREMENTS OF SECTIONS 8-22 AND 9-34 OF THE 2012 WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION.
 - POLE AND BASE SHALL BE PAINTED WITH A MINIMUM 2 COATS OF GLOSS OR SEMI-GLOSS PAINT, COLOR AS SHOWN, IN ACCORDANCE WITH PAINT MANUFACTURER'S RECOMMENDATIONS, AN COMMONLY ACCEPTED INDUSTRY PRACTICE.

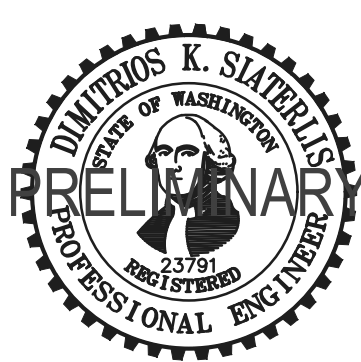
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PROJECT ENGINEER: D. SIATERLIS	SCALE: NOT TO SCALE
DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
POLE ELEVATION AND
BASE DETAILS

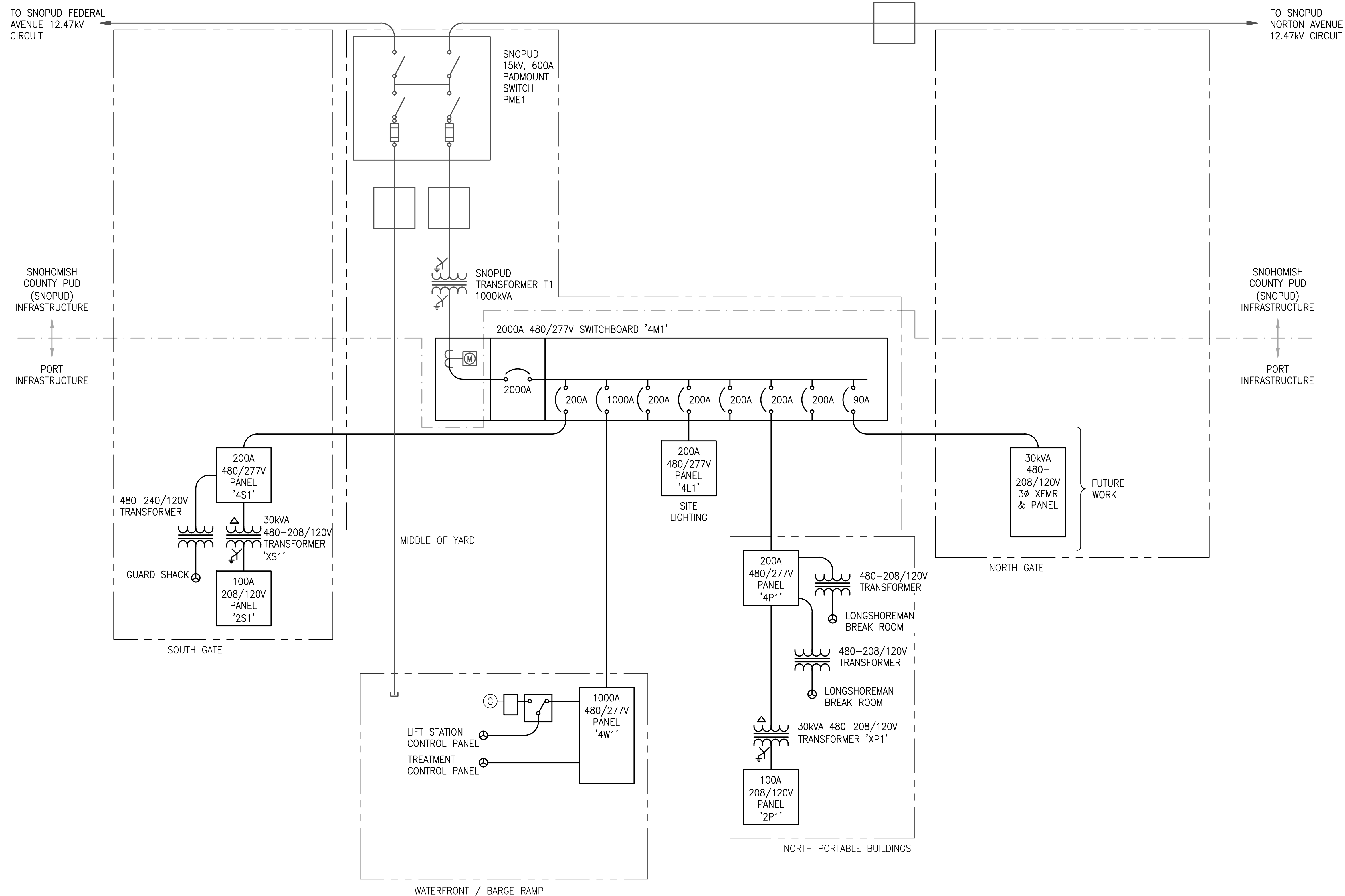
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CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX

GENERAL NOTES

1.

KEYED NOTES

① XXX



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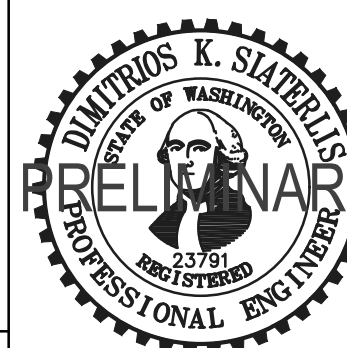
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DESIGNED BY: D. SIATERLIS	DATE: 04/16/2021
DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
ONE-LINE DIAGRAM

DWG. NO.	E6.1
CIP NO.	1-8-900-05
PROJECT NO.	TBD
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GENERAL NOTES

1.

KEYED NOTES

① xxx

POWER WIRES/CABLES					
CIRCUIT ID	CONDUCTORS	GROUND	SOURCE (FROM)	DEVICE (TO)	CONDUIT SIZE
SL01	3#8	#10	Panel 4L1	LP01	4"
SL02	3#10	#10	Panel 4L1	LP02	4"
SL03	3#10	#10	Panel 4L1	LP03	4"
SL04	3#10	#10	Panel 4L1	LP04	4"
SL05	3#8	#10	Panel 4L1	LP05	4"
SL06	3#10	#10	Panel 4L1	LP06	4"
SL07	3#10	#10	Panel 4L1	LP07	4"
SL08	3#10	#10	Panel 4L1	LP08	4"
SL09	3#10	#10	Panel 4L1	LP09	4"
SL10	3#10	#10	Panel 4L1	LP10	4"
SL11	3#10	#10	Panel 4L1	LP11	4"
SL12	3#10	#10	Panel 4L1	LP12	4"
SL13	3#10	#10	Panel 4L1	LP13	4"
SL14	3#6	#10	Panel 4L1	LP14	4"
SL15	3#10	#10	Panel 4L1	LP15	4"
SL15	3#10	#10	Panel 4L1	LP16	4"
SL15	3#10	#10	Panel 4L1	LP17	4"
SL15	3#10	#10	Panel 4L1	LP18	4"
SL16	3#10	#10	Panel 4L1	LP19	4"
SL16	3#10	#10	Panel 4L1	LP20	4"
4S1	3#600kcmil	#6	Switchboard 4M1	Panel 4S1	4"
4W1	6#250kcmil	#3	Switchboard 4M1	Panel 4W1	4"
4P1	3#300kcmil	#6	Switchboard 4M1	Panel 4P1	4"
XFMR NG	3#4/0	#8	Switchboard 4M1	30kVA Xfmr @North Gate	4"

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APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
WIRING SCHEDULE

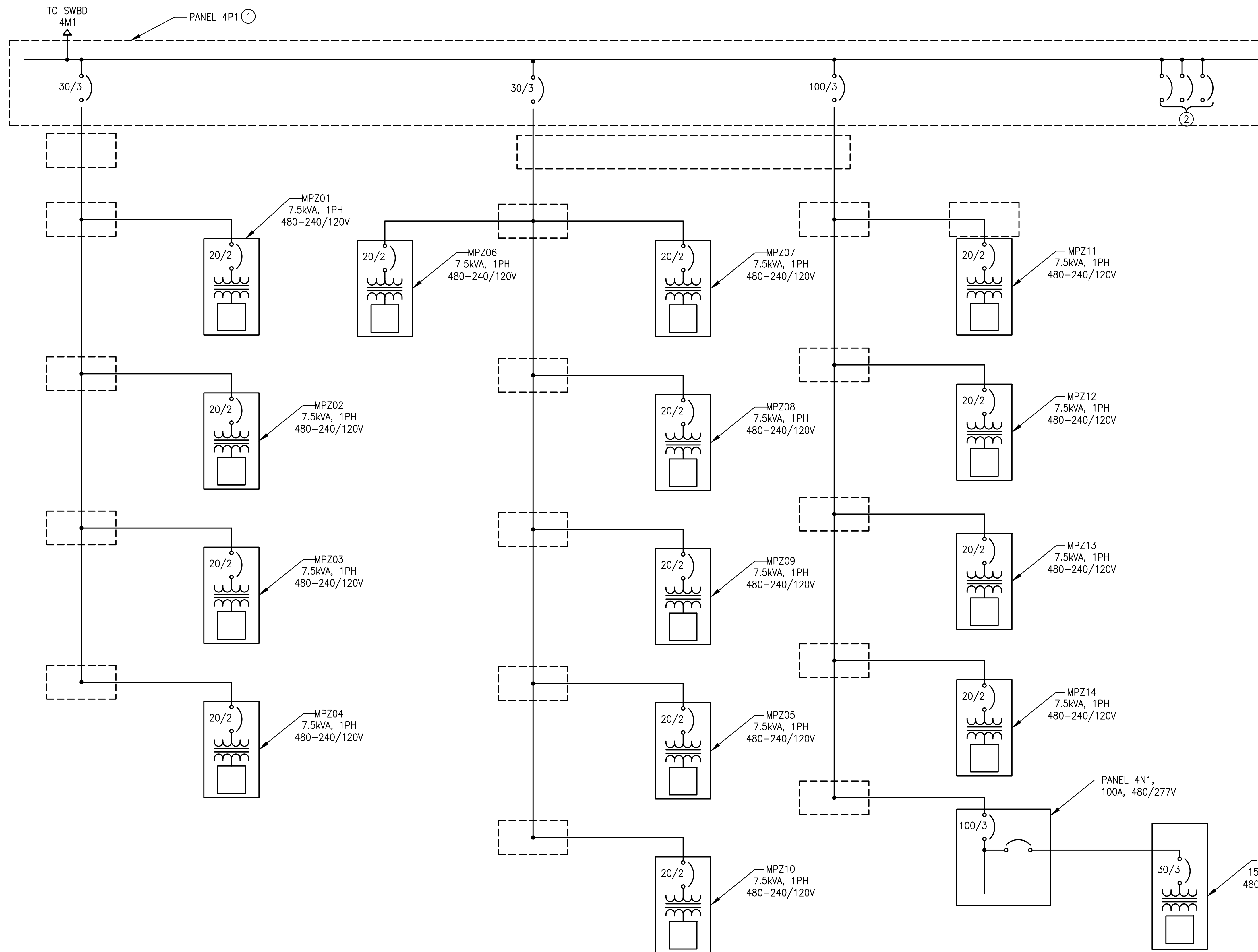
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CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX

GENERAL NOTES

- 1. BALANCE SINGLE PHASE MPZ LOADS BETWEEN PHASES

KEYED NOTES

- ① SEE PANEL BOARD SCHEDULE
- ② OTHER BREAKER. SEE PANELBOARD SCHEDULE FOR NUMBER AND SIZE OF ADDITIONAL BREAKER.

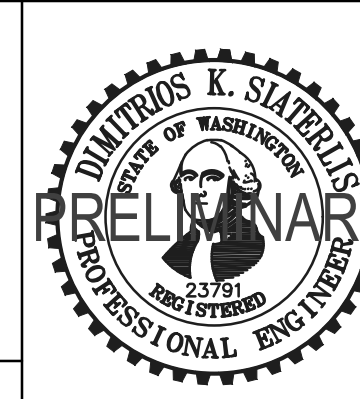


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APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION
MINI POWER ZONES
ONE-LINE DIAGRAM

DWG. NO.	E6.3
CIP NO.	1-8-900-05
PROJECT NO.	TBD
SHEET NO.	OF XX

LUMINAIRE SCHEDULE

LUMINAIRE SYMBOL	LUM TYPE	LAMP TYPE	VOLTS	LOAD (WATTS)	LUMINAIRE DESCRIPTION	LAMPS TYPE & COLOR TEMP	FINISH	MOUNTING	MANUFACTURER/SERIES #
	F4	LED	480V	530	HIGH STRENGTH AL5052 ALUMINUM BODY, WEATHER RESISTANT POWDER COAT, UV-RESISTANT, POLYCARBONATE LENS, IP66 RATED, PIPE MOUNT. SEE LIGHT POLE SCHEDULE FOR HEAD QUANTITIES PER POLE AND ARM LENGTHS. TYPE 4 DISTRIBUTION, NOMINAL 34,000 MAX CANDELA AT 280'H, 70'V 70,700 MINIMUM LUMINAIRE LUMENS	(1) LED BOARD, 4000*K	FACTORY STANDARD POWERCOAT	SEE F2	PHOENIX #HL (HIGHLAND SERIES)
	F4L	LED	480V	250	SAME AS F4 BUT LOWER LUMEN PACKAGE. 35,000 MINIMUM LUMINAIRE LUMENS	SEE F4	SEE F4	SEE F4	PHOENIX #HL (HIGHLAND SERIES)
	F5	LED	480V	530	SAME AS TYPE F4 EXCEPT WITH DIFFERENT BEAM DISTRIBUTION, SEE LIGHT POLE SCHEDULE FOR HEAD QUANTITIES PER POLE AND ARM LENGTHS. TYPE 5 DISTRIBUTION, NOMINAL 24,500 MAX CANDELA AT 270'H, 65'V 76,300 MINIMUM LUMINAIRE LUMENS	SEE F4	SEE F4	SEE F4	PHOENIX #HL (HIGHLAND SERIES)
	LOWERING DEVICE	--	--	--	TOP LATCHING EXTERNAL DRIVE, UP TO 3 CIRCUITS, 480 VOLT THREE PHASE 4-WIRE, 3/16 HOIST, 1/4 WINCH, STAINLESS STEEL, WITH LIGHTNING ROD, SEE LIGHT POLE SCHEDULE FOR NUMBER OF CIRCUITS PER POLE	--	FACTORY STANDARD GALVANIZE A123	--	STRATUS PRODUCTS #1060
	POLE	--	--	--	29'-6" ROUND TAPERED PRESTRESSED STEEL AND SPUN-CAST CONCRETE POLE, 8-5/8" BASE DIA, 5-1/8" TOP DIA, 11" SQUARE BASEPLATE PRESTRESSED TO POLE, LOWER INTERIOR 1'-0" AND LOWER EXTERIOR 0'-8" FINISH: ELLIS PAINT COMPANY #690 VINYL WASH PRIMER, ENGARD #463 COAL TAR EPOXY FINISH	--	FACTORY STANDARD FINISH	--	NOV AMERON CENTRECON #MBR
	POLE	--	--	--	47' FACETED TAPERED STEEL POLE, 17" BASE DIA, 10.42" TOP DIA, 16 SIDES, POLE TOP PROVISION: PLATE, SHAFT QTY: 1 EACH, DESIGN WIND: 90MPH, DESIGN CRITERIA: AASHTO LTS-6	--	FACTORY STANDARD GALVANIZE A123	--	STRUCTURAL AND STEEL PRODUCTS INC #Q-41924 SERIES
	POLE	--	--	--	71' FACETED TAPERED STEEL POLE, 17" BASE DIA, 7.435" TOP DIA, 16 SIDES, POLE TOP PROVISION: PLATE, SHAFT QTY: 2 EACH, DESIGN WIND: 90MPH, DESIGN CRITERIA: AASHTO LTS-6	--	FACTORY STANDARD GALVANIZE A123	--	STRUCTURAL AND STEEL PRODUCTS INC #Q-41924 SERIES

GENERAL NOTES

- CONTRACTOR TO COORDINATE AND ENSURE COMPATIBILITY OF DIMMING LED DRIVER/POWER SUPPLY AND LED BOARD WITH LIGHTING CONTROL MANUFACTURER FOR OPTIMAL PERFORMANCE TO PREVENT FLICKERING, AUDIBLE NOISE, AND PROVIDE THE BROADEST DIMMING RANGE POSSIBLE.
- CONTRACTOR TO COORDINATE COMPATIBILITY OF DIMMING LED DRIVER/POWER SUPPLY AND LED BOARD WITH LIGHTING CONTROL MANUFACTURER FOR OPTIMAL PERFORMANCE.
- SEE DRAWING E___ FOR LUMINAIRE COORDINATION WITH LIGHTING CONTROLS.
- PROVIDE CONTROL WIRING AS SPECIFIED BY LIGHTING CONTROL MANUFACTURER'S RECOMMENDATIONS.
- ALL EXTERIOR FIXTURES SHALL BE RATED FOR USE DOWN TO 10'F.
- VERIFY VOLTAGE FROM CIRCUITRY AS INDICATED ON DRAWINGS PRIOR TO LUMINAIRE PROCUREMENT.
- REFER TO THE LIGHT POLE SCHEDULE FOR FIXTURE QUANTITIES, POLE HEIGHTS AND OTHER INFORMATION AT EACH POLE LOCATION.
- PROVIDE SALTWATER WEATHERPROOF GASKETING BETWEEN DISSIMILAR METALS TO PREVENT ELECTROLYSIS AND CORROSION.

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DRAWN BY: C. SMITH	CHECKED BY: S. BARTKOSKE
APPROVED BY:	

PORT OF EVERETT
NORTON TERMINAL DEVELOPMENT
& MTCA 3RD INTERIM ACTION

LUMINAIRE SCHEDULE

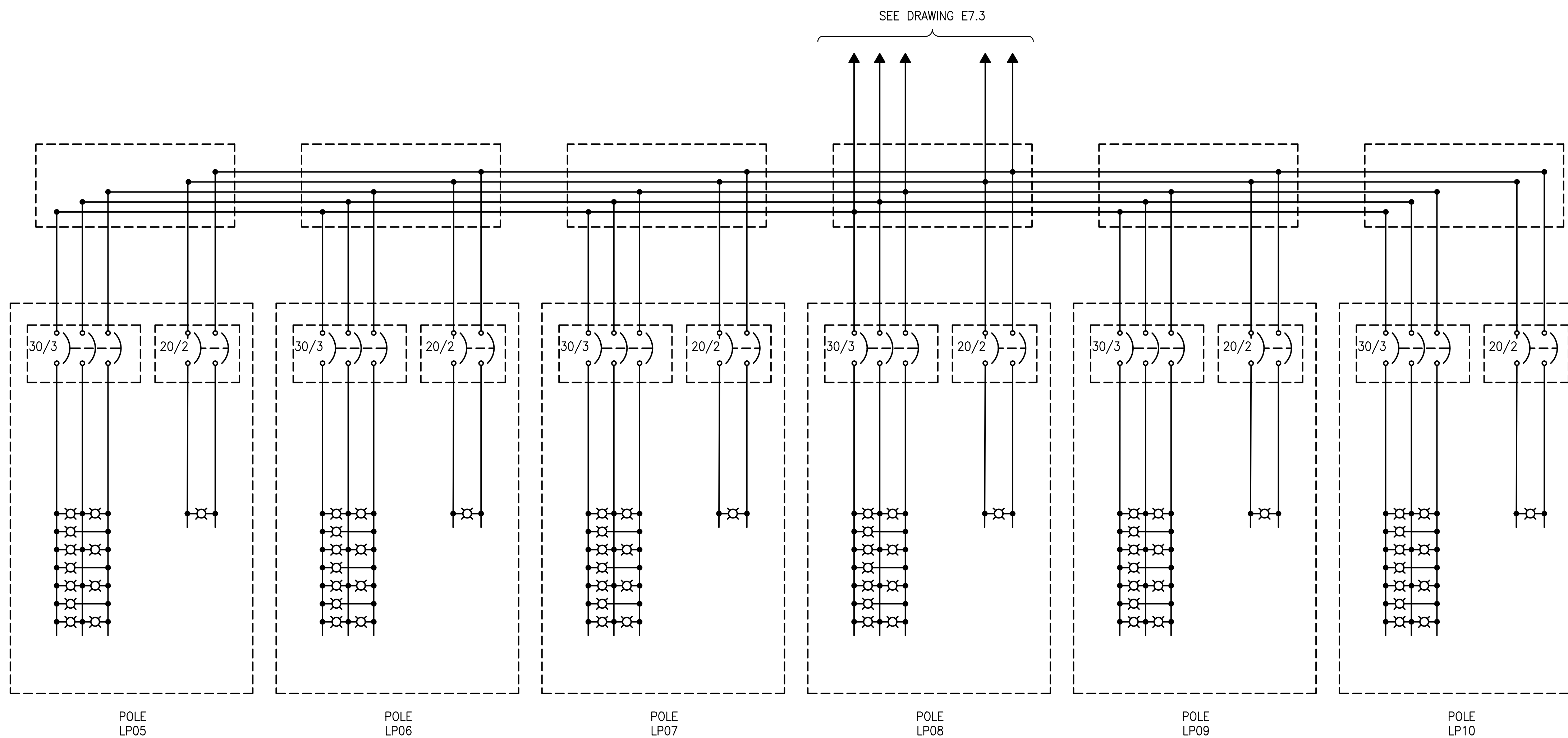
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GENERAL NOTES

1. X

KEYED NOTES

① X



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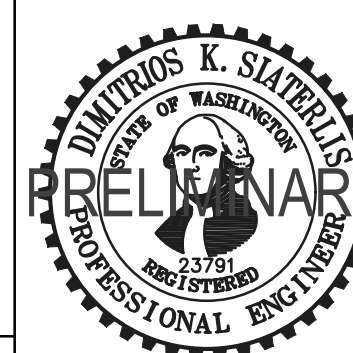
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LIGHTING CONTROLS
SCHEMATIC DIAGRAM

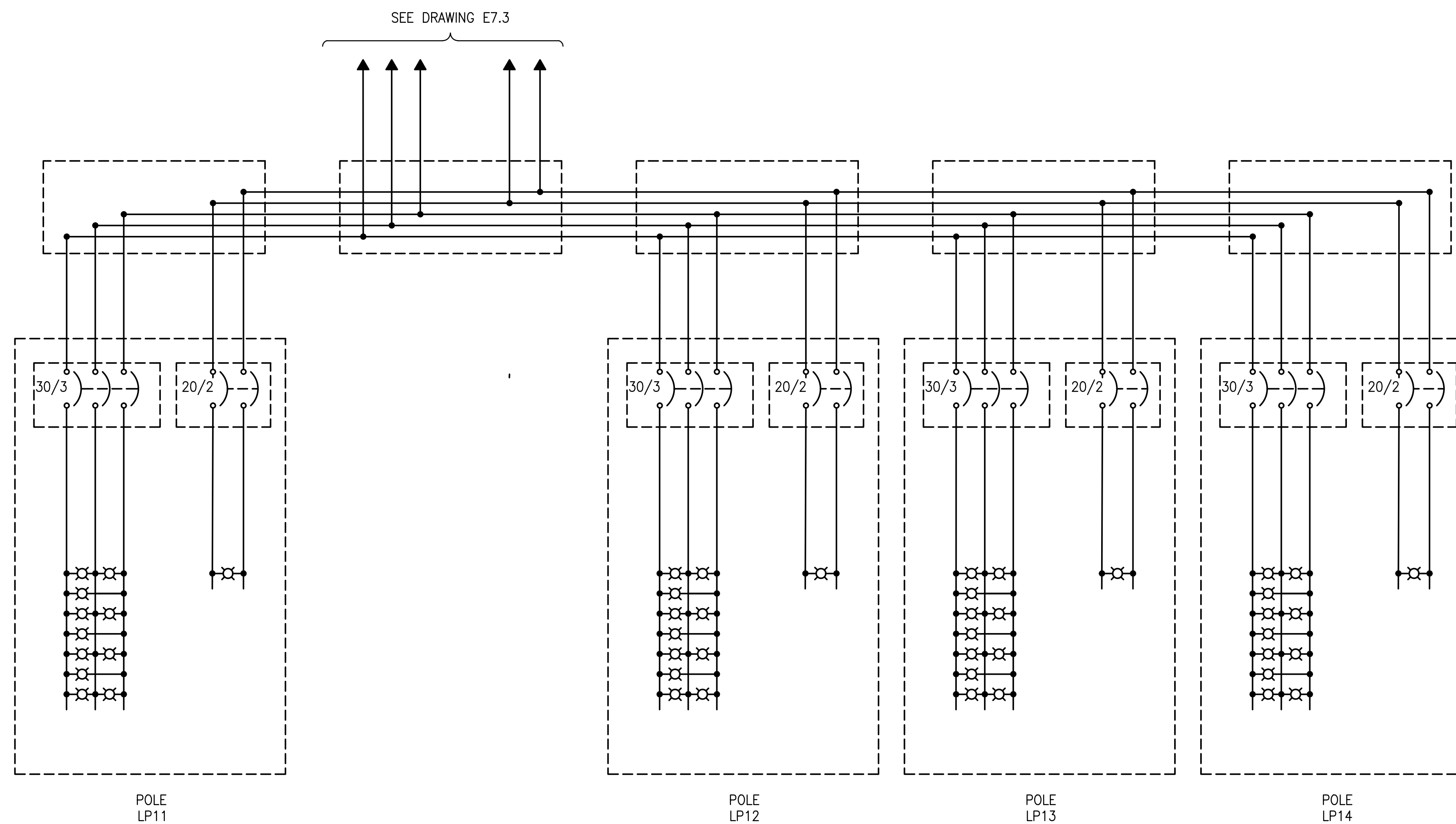
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GENERAL NOTES

1. X

KEYED NOTES

① X



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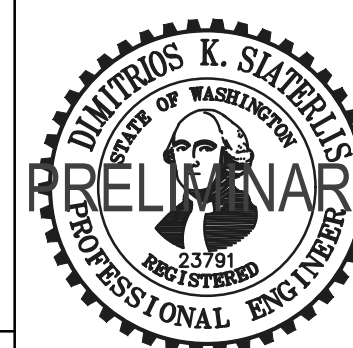
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PORT OF EVERETT
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& MTCA 3RD INTERIM ACTION
LIGHTING CONTROLS
SCHEMATIC DIAGRAM

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