# REQUEST FOR PROPOSAL:
# Port of Port Townsend
# Annual Boat Haven Stormwater System Cleaning

## Contents:

# REQUEST FOR PROPOSAL:
# Port of Port Townsend
# Annual Boat Haven Stormwater System Cleaning

## 1. Request for Proposal (RFP)

The Port of Port Townsend (PORT) is soliciting proposals for annual cleaning of the Boat Haven facility storm drain system by removing accumulated solids from the facility catch basins and vaults. The facility has coverage under the Boatyard General Permit from the Washington State Department of Ecology and the annual cleaning of the storm drain system is intended to remove potential sources of suspended solids and metals to stormwater.

The PORT intends to contract for this service for a period of three years with the option to renew the contract for an additional period of three years. A sample contract is attached.

All proposals must be submitted prior to 3:00PM on June 24, 2015. Each proposal must include three (3) hard copies and one (1) electronic file of the proposal on either a thumb drive, DVD or CD.

## 2. Contact Person

Questions relating to this project shall be addressed to:
Al Cairns, Environmental Compliance Officer
al@portofpt.com
(360) 301-2225

## 3. Background Information

*System Configuration*

The storm drain system consists of eighty (80) catch basins, four (4) vaults and connecting ductile iron and cement pipe of various dimensions. Catch basin and vault numbers and locations are shown on the attached Drawings SD1 and SD2. Additional information about the dimensions and elevations of vaults and catch basins are provided on the attached Drawings SD5 and SD8.

*Estimated Volumes*

It is estimated that an average of four (4) inches of solids would be present in each catch basin and vault for a combined 30 cubic yards of accumulated solids that will require offsite disposal. It is estimated that approximately 62,812 gallons of water are present in the system that will require treatment to specific water quality standards if discharged to Port Townsend Bay or to the Publicly Owned Treatment Works (POTW) managed by the City of Port Townsend.

Estimated volumes of accumulated solids and standing water are distributed throughout the system in Table 1 below:

| TABLE 1: BOAT HAVEN STORMWATER SYSTEM ESTIMATED VOLUMES | | | |
|---|---|---|---|
| | **NUMBER** | **VOLUME OF WATER (gallons)** | **VOLUME OF SOLIDS (cubic yards)** |
| CATCH BASINS | 60 | 11,847 | 12 |
| VAULTS | 4 | 50,965 | 17 |
| TIDE GATES | 2 | 825 | 1 |
| **TOTAL** | | **63,637** | **30** |
| **TOTAL (NOT INCLUDING TIDE GATES)** | | **62,812** | **29** |
| Notes:<br>Vault A Basin was not included because it is not considered part of the active boat repair area, which contains 21 catch basins, 1 vault, and 1 tide gate.<br>Stormwater and sediment in pipes were excluded. | | | |

*Material Characterization*

For the purpose of this Request for Proposals, PORT staff has collected samples of the accumulated sludge/solids and standing water in Vault 1. The particle size of solids in the vault were tested to be 11.7% sand, 66.5% silt, and 21.8% clay. The Vault 1 is suspected of containing solids and stormwater with the highest pollutant concentrations based on historical work conducted within this drainage basin and a comparative analysis of effluent from other drainage basins. Laboratory results for vault stormwater (standing water) are found in **Table 2** below:

| TABLE 2: VAULT 1 STORMWATER | | |
|---|---|---|
| **Test** | **Result** | **Units** |
| Antimony | 2.85 | µg/L |
| Arsenic | 2.29 | µg/L |
| Beryllium | <0.2 | µg/L |
| Cadmium | 1.27 | µg/L |
| Chromium | 7.64 | µg/L |
| Copper | 1010 | µg/L |
| Lead | 34.7 | µg/L |
| Mercury | 0.09 | µg/L |
| Nickel | 15.4 | µg/L |
| Selenium | <3.0 | µg/L |
| Silver | <0.3 | µg/L |
| Thallium | <10.0 | µg/L |
| Zinc | 383 | µg/L |

µg/L = micrograms per liter

Laboratory results for total metals, toxic characteristic leaching procedure (TCLP) metals, and petroleum hydrocarbons for vault solids are found in **Table 3** below:

**TABLE 3:**
**VAULT 1 SOLIDS**

| Parameter | Total Metals (mg/kg) | TCLP Metals (mg/L) |
|---|---|---|
| Antimony | 2.82 | < 0.03 |
| Arsenic | 6.55 | < 0.05 |
| Beryllium | 0.80 | < 0.001 |
| Cadmium | 6.07 | 0.022 |
| Chromium | 90.0 | 0.017 |
| Copper | 9,540 | 28.9 |
| Lead | 329 | 0.84 |
| Mercury | 0.97 | < 0.002 |
| Nickel | 144 | 0.217 |
| Selenium | <1.4 | < 0.05 |
| Silver | <0.2 | < 0.007 |
| Thallium | <0.6 | < 0.04 |
| Zinc | 2010 | 14.0 |
| Total Petroleum Hydrocarbons | **NWTPH-D** (mg/kg) | |
| Diesel | 12,900 | |
| Oil | 29,500 | |

mg/kg = milligrams per kilogram
mg/L = milligrams per liter

The PORT has performed further testing of the storm drain sludge/solids for toxicity (through a bioassay test) to verify that the sludge/solids do not characterize as a State Dangerous Waste. Results of this test are found in the attached laboratory report. Based on the results of these tests, PROPOSER can assume that the solids generated during cleaning will not be characterized as hazardous waste or State dangerous waste and that the solids generated, after adequate drying or dewatering by the PROPOSER, can be disposed as a solid waste to a municipal solid waste (RCRA Subtitle D) landfill. The PROPOSER shall handle all necessary waste disposal profiling and coordination with a waste hauler and disposal facility and shall perform sampling and analysis of any other parameters that may be required to characterize the waste solids/sludge for disposal purposes.

*Water Quality Standards for Discharge*
PORT may allow discharge of stormwater to Port Townsend Bay provided that PROPOSER can demonstrate that discharge is <u>below</u> Boatyard General Permit daily maximum benchmarks for copper and zinc. PORT may allow discharge of stormwater and/or pressure wash wastewater to the POTW provided that PROPOSER can demonstrate that discharge is below sanitary sewer discharge limits that are contained in the Boatyard General Permit. If PROPOSER is to discharge standing stormwater into Port Townsend Bay or to the POTW, PROPOSER must

provide laboratory analytical report documentation to the PORT prior to discharge to demonstrate that the water quality standards for the constituents zinc and copper do not exceed their respective discharge criteria, listed in **Table 4** below.

| **Table 4: Required Water Quality Standards** | | |
|---|---|---|
| Discharge Point | Zinc | Copper |
| Port Townsend Bay, daily maximum benchmark values | 0.090 mg/L (90 µg/L) | 0.147 mg/L (147 µg/L) |
| POTW, discharge limits | 3.3 mg/L (3,300 µg/L) | 2.4 mg/L (2,400 µg/L) |

mg/L = milligrams per liter

µg/L = micrograms per liter

In addition to meeting the above benchmark values, discharge to Port Townsend Bay surface water is only possible if the water generated is limited to stormwater removed (e.g., by vacuum truck) from facility catch basins and vaults. If PROPOSER uses pressure wash water to remove solids, then the resulting combined stormwater and pressure wash water will be considered to be "process wastewater" and cannot be discharged to Port Townsend Bay under the existing Boatyard General Permit. There are no regulatory fees that would apply for proper discharge of stormwater to Port Townsend Bay.

Discharge of either stormwater or pressure wash wastewater to the POTW is possible. Discharge of water to the POTW is potentially subject to fees imposed by the City of Port Townsend (City). PROPOSER shall acquire any discharge authorizations required by the City prior to discharge to the POTW and shall pay any associated fees. Sections of the City code pertaining to discharge into the POTW system are included in the RFP for convenience of the PROPOSER.

**4. Scope of Work**

On an annual basis:

1. Remove all standing water and accumulated solids from Vaults 1, 2, 3 and 4 and all catch basins
2. Dispose of water and solids in accordance with all State and Federal laws
3. Provide all necessary sampling and analytical laboratory testing of materials and provide copies of all laboratory reports to PORT
4. Obtain written disposal site approvals and provide PORT with copy of said approvals
5. Provide PORT with disposal manifests or other proof of lawful disposal of materials
6. Provide PORT with records of water volumes treated and level of treatment prior to discharge

**5. Time for Completion**

PORT assumes optimal time for completion of annual storm system cleaning work to be during the months of July, August and September owing to relative absence of significant rainfall. PORT may accept proposals to conduct work outside this window based on PROPOSER's rationale for an alternative time frame.

**6. Pre-bid Meeting**
PROPOSERS are encouraged to attend a voluntary pre-bid meeting and facility tour. PROPOSERS should meet PORT staff at 10:00 am, June 17, 2015 at the Boat Haven Yard Office, 2790 Washington Street, Port Townsend, Washington.

**7. Addenda**
Any addenda issued by the PORT prior to the scheduled time of opening the bids shall be acknowledged in the proposal that the Addenda was received and shall be made a part of any contract.

**8. Withdrawal of Proposals**
Any person or firm may withdraw its proposal by written request at any time prior to the scheduled time for the opening of the proposals.

**9. Economy of Preparation**
Proposals should be prepared simply and economically, providing a straightforward, concise description of the PROPOSER's experience and capabilities to satisfy the requirements of this RFP. The PROPOSER shall be responsible for costs incurred in proposal preparation and delivery.

**10. Proposal Response Form**
The PORT will only accept proposals on the attached RFP Response Form. Responses should be based on the background information, system drawings, sample contract and other attachments as provided by PORT.

PORT may request additional information to further clarify, explain, or validate the contents of any response to this RFP. All such information must be submitted to PORT in writing by the PROPOSER within three (3) working days of PORT's request.

**11. Evaluation Process**
Proposals that are judged by PORT to be unresponsive or materially incomplete will be immediately rejected. Finalists will be selected from the remaining proposals.

PORT may request demonstration of equipment PROPOSER would use to complete the scope of work. PORT shall not be responsible for any costs incurred by the PROPOSER during the selection process. PORT will perform whatever research it deems necessary into the PROPOSER's history, financial viability, and references. The PROPOSER shall cooperate with PORT by providing appropriate information.

The PORT shall use the selection criteria, scoring scale and weighted factor in **Table 5** below to determine the proposal most beneficial to the PORT:

| Table 5: Proposer Selection Matrix | | | |
|---|---|---|---|
| Selection Criteria | Score (scale of 1-5 with 5 having highest value) | Weighted Factor | Total Score |
| General qualifications | | 1 | |
| References | | 3 | |
| Prior work of a similar nature | | 3 | |
| History of regulatory compliance | | 2 | |
| Timeline for completion of work | | 1 | |
| Suitability of proposed cleaning program | | 2 | |
| Cost | | 1 | |

**12. Requirements**

PORT has established certain requirements as specified in this RFP. None of the requirements are designed to give any PROPOSER an advantage or disadvantage in the proposal process. PROPOSERS are encouraged to submit proposals even if the proposal does not meet the requirements as precisely stated. However, the proposal must state specifically which requirements are not met, and why this deviation should not be considered material or how the deviation will result in a greater benefit to the PORT.

**13. Terms and Conditions**

All proposals shall be valid for not less than sixty (60) days from the date of the bid opening. PORT reserves the right to reject any and all proposals and to negotiate any particulars in the proposals received. Collusion between applicants is sufficient cause to disqualify all those involved.

PROPOSERS should have no contact with other PORT personnel except as listed as the Contact Person for this RFP. Contact with other PORT personnel except as listed as the Contact Person for this RFP may be sufficient cause to disqualify all those involved.

All proposals and submittals will be considered final. Except for withdrawal of proposals as stated in Section 8 above, no additions, deletions, corrections or adjustments will be accepted after the time of Proposal submittal.

An authorized officer of the company submitting the proposal must sign all submissions.

PROPOSERS must submit three (3) copies of their proposal. All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by the authorized person signing the RFP.

PORT will not award the project to an individual or business having any outstanding amount due from a prior contract or business relationship with PORT or who owes any amount(s) for delinquent taxes, fees or licenses.

Proposals received after the designated time set for the receipt of the proposals will be considered as “Non-responsive” and “Void”, and will not be considered.

The successful applicant is specifically denied the right of using in any form or medium the name of PORT for public advertising unless express written permission is granted by PORT.

PROPOSERS must possess the necessary and appropriate business and/or professional licenses in their field. Successful PROPOSER shall be required to obtain a City of Port Townsend business license prior to start of work.

The PROPOSER agrees to hold PORT, their officers, agents and employees harmless from liability of any nature or kind associated with responding to this RFP and conducting the scope of work.

The PROPOSER shall respond to this RFP as an independent contractor and not as an employee of PORT.

The PROPOSER shall respond to this RFP without consideration of subletting or assigning any of the services proposed.

MATCH LINE SEE SHEET SD2

SEE SHEET SD1

WEST SIMS SAND FILTER

EAST SIMS SAND FILTER

SIMS WAY (HWY. 20)

SAN JUAN AVE.

JEFFERSON ST.

WASHINGTON ST.

BENEDICT ST.

CB 34
CB 33A
CB 33
CB 25
CB 26
CB 24
CB 23
CB 29C
CB 28A
CB 28
CB 21B F.S.
CB 27
CB 22
VAULT 1
CB 21A
CB 21
CB 20
CB 29A
CB 29B
CB 30
CB 17
CB 6
CB 5
CB 14
CB 15
CB 16
CB 27A
CB 27D
CB 27B
CB 27C
CB 3 FLOW SPLITTER SEE TABLE
CB 4
CB 2
VAULT "A"
CB 2A
CB 7
CB 7A
CB 83
CB 84
CB 13
CB 12
CB 11A
CB 11
CB 10A
CB 10
CB 8
CB 9

SAND FILTER IN TRAFFIC AREA, TYP., SEE 1 SD1|SD4

INLET "B" 5 SD1|SD7

INLET A 5 SD1|SD7

INLET C 5 SD1|SD7

SEE NOTE 4 (2)

SEE WASHDOWN PLANS FOR CONNECTION POINT

SEE NOTE 6 (2)

REMOVE & RESET LIGHT AND GUY

CUT-OFF DIKE, SEE 3 SD1|SD7

CUT-OFF DIKE, SEE 3 SD1|SD7

TIDE GATE 1

RESET EXIST. SERVICE PIPE, PROVIDE 6" CLEARANCE

OUTFALL "A"

OUTFALL "B" SEE SHEET DG2

MARINE EXCHANGE

KC NOMURA BLDG.

FLEET BUILDING

SK BUILDING

RESTROOM

OFFICE

NOTES:

1. FOR PIPE AND STRUCTURE TYPE AND LOCATION SEE SHEETS SD8 AND SD9.
2. FOR LEGEND SEE SHEET T3.
3. ROOF DRAIN COLLECTION PIPE: 6" PVC, UNLESS NOTED OTHERWISE.
4. REVISE EXISTING WATER LINE PROFILE TO AVOID CONFLICT WITH STORM DRAIN, SEE 3 SD1|U5 (2)
5. REVISE EXISTING SANITARY SEWER FORCE MAIN PROFILE TO AVOID CONFLICT WITH STORM DRAIN, SEE 3 SD1|U5 (2)
6. REVISE EXISTING FUEL LINE PROFILE TO AVOID CONFLICT WITH STORM DRAIN. (2)

SCALE IN FEET
40 0 40 80

CALL 48 HOURS BEFORE YOU DIG 1-800-424-5555

"L"

NOTE:
IF "L" DOES NOT MEASURE 1" ADJUST SCALES ACCORDINGLY.

I:\24\93\022\SD1-2-3.DWG

I:\24\93\022\SD1-2-3 9-2-96 25:46 PM PST

| NO. | DATE | BY | REVISION |
|---|---|---|---|
| 2 | 11-12-96 | MJC | NOTE STORM DRAIN CONFLICTS WITH EXISTING UTILITIES. DELETE CULVERT FROM CB #7A TO CB #84, AND ADD CULVERT FROM CB #15 TO CB #83. |
| 1 | | | NOT USED |

REID MIDDLETON
19031 33rd Ave. W., Suite 301
Lynnwood, WA 98036-6638
206/775-3434

PORT OF PORT TOWNSEND

# ENHANCED HAULOUT/STORMWATER FACILITIES

## STORM DRAINAGE PLAN - EAST

| | |
|---|---|
| SCALE | 1" = 40' |
| DES. SMK | SHEET NO. |
| DR. SRS | SD1 |
| CH. JHW | REVISED OF X SHEETS |
| F.B. -- | |
| DATE | AUGUST 1996 |
| FILE NO. | 24-93-022 |

SIMS WAY (HWY. 20)

HAINES ST.

BOAT ST.

SAND FILTER B5

CB 60

CB 59

CB 62

CB 61A

CB 63

CB 58A

CB 58 F.S.

CB 61

CB 57

CB 56

CB 57A

SAND FILTER B6

FOR DETAIL IN THIS AREA SEE 2 SD2|SD4

CB 65

VAULT 4

PACKAGE STORM TREATMENT UNITS

10 LF SHEET FLOW SPREADER

TLAND 1

BREAK CONNECTION, REMOVE AND CAP SOUTH END, CONNECT "Y" TO NORTH END FROM ROOF DRAIN

CB 82

CB 81

CB 80

CB 80A

CB 73

CB 72

CB 55

CB 45

CB 44

CB 43

CB 42

CB 41 FLOW SPLITTER

CB 40

TIDE GATE 3

VAULT 3

CB 49

CB 47

CB 46

CB 48

VAULT 2

CB 32

CB 37 FLOW SPLITTER

CB 19

CB 18

TIDE GATE 2

DOWNSPOUT CONNECTION TYP., SEE 7 SD7|SD7

STORM DRAIN PUMP STATION, SEE SHT. SD6

VALVE VAULTS

12" DIP

CB 71 EMERGENCY SHUT-OFF, SEE 4 SD2|SD3

CONC. BEDDING FROM CB 74 TO CB 71, SEE 3 SD2,SD3|SD3

PIPE CROSSING W/ CONC. ENCASEMENT, SEE 2 SD2|SD3

MATCH LINE SEE SHEET SD1

MATCH LINE SEE SHEET SD3

NOTES:

1. FOR PIPE AND STRUCTURE TYPE AND LOCATION SEE SHEETS SD8 AND SD9.
2. FOR LEGEND SEE SHEET T3.
3. ROOF DRAIN COLLECTION PIPE: 6" PVC, UNLESS NOTED OTHERWISE.

CALL 48 HOURS BEFORE YOU DIG 1-800-424-5555

SCALE IN FEET 40 0 40 80

"L"

NOTE: IF "L" DOES NOT MEASURE 1" ADJUST SCALES ACCORDINGLY.

I:\24\93\022\SD1-2-3.DWG

I:\24\93\022\SD1-2-3 9-2-96 25:46 PM PST

| NO. | DATE | BY | REVISION |
|---|---|---|---|
| 1 | 11-12-96 | MJC | NOTE STORM DRAIN CONFLICTS WITH EXISTING UTILITIES. |

19031 33rd Ave. W., Suite 301
Lynnwood, WA 98036-6638
206/775-3434

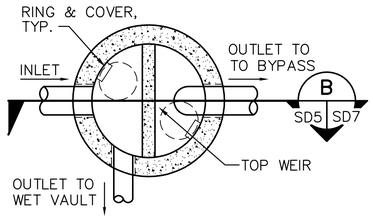
REID MIDDLETON

PORT OF PORT TOWNSEND

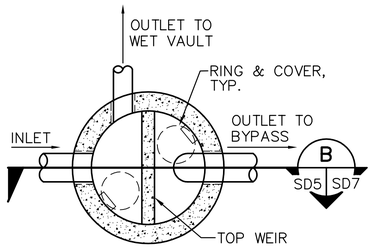
ENHANCED HAULOUT/STORMWATER FACILITIES

STORM DRAINAGE PLAN - WEST

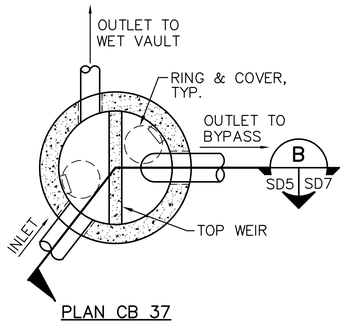
| | |
|---|---|
| SCALE | 1" = 40' |
| DES. SMK | SHEET NO. SD2 |
| DR. SRS | |
| CH. JHW | |
| F.B. -- | OF X SHEETS |
| DATE | AUGUST 1996 |
| FILE NO. | 24-93-022 |



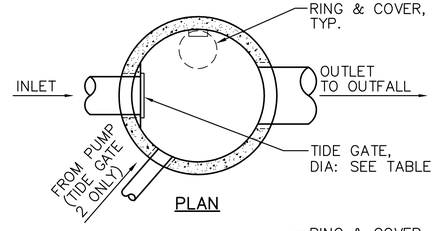

PLAN CB 3



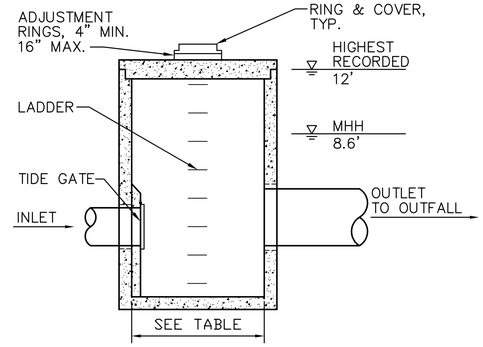

PLAN CB 41



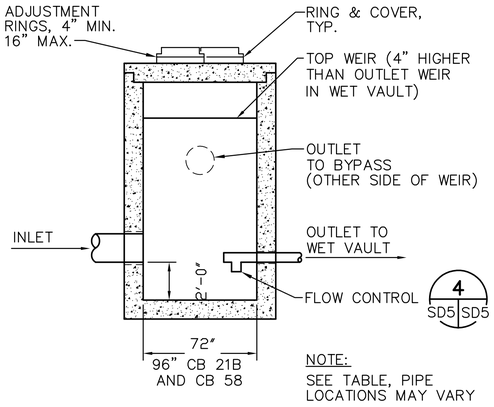

PLAN CB 37




PLAN

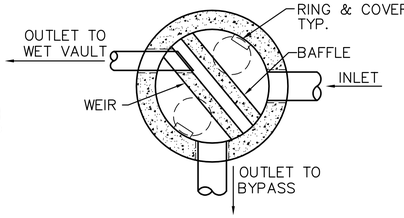



SECTION

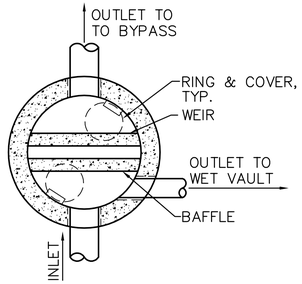



NOTE:
SEE TABLE, PIPE LOCATIONS MAY VARY

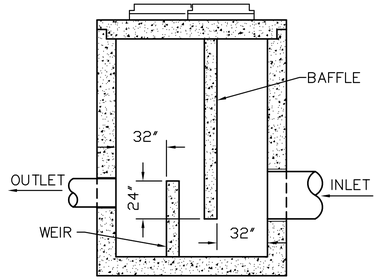
SCHEMATIC SECTION




PLAN CB 21B




PLAN CB 58




SCHEMATIC SECTION
WITH BAFFLE
CB 21B AND CB 58 ONLY

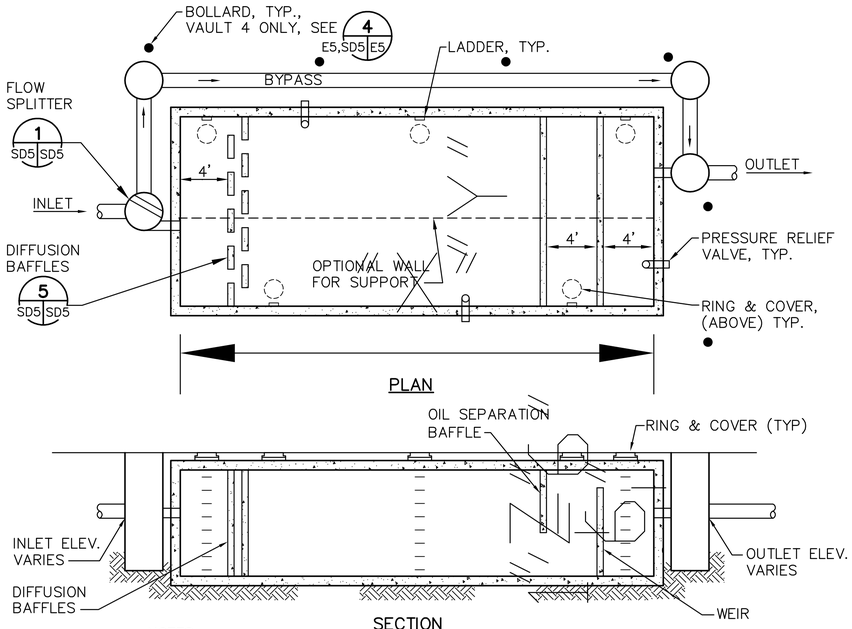
## 1 SD5 SD5 DETAIL—FLOW SPLITTERS

SCALE: 1/4" = 1'-0"

| STRUCTURE | TIDE GATE DIA. | STRUCTURE DIA. | LOAD RATING |
|---|---|---|---|
| TIDE GATE 1 | 18" | 54" | HS 20 |
| TIDE GATE 2 | 42" | 96" | 300 TON |
| TIDE GATE 3 | 18" | 54" | HS 20 |

## 2 SD5 SD5 DETAIL—TIDE GATE

SCALE: 1/4" = 1'-0"




PLAN



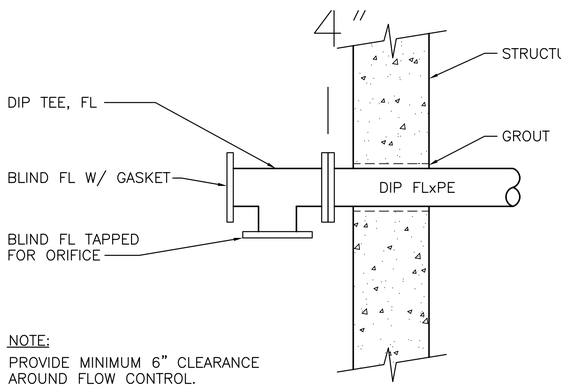

SECTION

NOTES:
1. PROVIDE MINIMUM 6" CLEARANCE BETWEEN VAULT, PIPE AND STRUCTURES.
2. CONFIGURATION OF INLET, OUTLET AND BYPASS MAY VARY, SEE PLAN.

## 3 SD5 SD5 DETAIL—WET VAULT

NOT TO SCALE

| WET VAULT No. | "X" | "Y" | "Z" | FIN. FLOOR BOTTOM | LOAD RATING | PIPE DIA. IN & OUT | PIPE TYPE | IE IN | IE OUT |
|---|---|---|---|---|---|---|---|---|---|
| A | 60.0 | 18.5 | 6 | 4.25 | HS 20 | 6" | DIP | 7.90 | 9.20 |
| 1 | 34.5 | 10 | 6 | 3.80 | 70 TON | 6" | DIP | 8.00 | 8.80 |
| 2 | 31.5 | 9 | 6 | 2.50 | 300 TON | 6" | DIP | 6.60 | 7.00 |
| 3 | 31.5 | 9 | 6 | 0.9 | HS 20 | 6" | DIP | 4.00 | 5.85 |
| 4 | 36 | 10.5 | 6 | 4.0 | HS 20 | 6" | DIP | 5.50 | 9.00 |

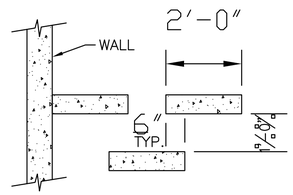



NOTE:
PROVIDE MINIMUM 6" CLEARANCE AROUND FLOW CONTROL.

## 4 SD5 SD5 DETAIL—FLOW CONTROL

SCALE: 1" = 1'-0"

| STRUCTURE No. | DRAINS TO | ORIFICE DIA. |
|---|---|---|
| 3 | VAULT A | 4-23/32" |
| 26 | SIMS E. SAND FILTER | 17/32" |
| 34 | SIMS W. SAND FILTER | 18/32" |
| 27 | VAULT 1 | 1-18/32" |
| 37 | VAULT 2 | 1-18/32" |
| 41 | VAULT 3 | 1-9/32" |
| 57A | B5 SAND FILTER | 11/16" |
| 58 | VAULT 4 | 1-18/32" |
| 60 | B6 SAND FILTER | 25/32" |




## 5 SD5 SD5 DETAIL—DIFUSION BAFFLE

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

"L"

NOTE:
IF "L" DOES NOT MEASURE 1" ADJUST SCALES ACCORDINGLY.

I:\24\93\022\SD5.DWG

I:\24\93\022\SD5 9-2-96 25927 PM PST

REVISION

| NO. | DATE | BY |
|---|---|---|
| | | |


19031 33rd Ave. W., Suite 301
Lynnwood, WA 98036-6638
206/775-3434


REID MIDDLETON

PORT OF PORT TOWNSEND
ENHANCED HAULOUT/STORMWATER FACILITIES

WET VAULT DETAILS

| | |
|---|---|
| SCALE | AS SHOWN |
| DES. | DBS |
| DR. | CSJ |
| CH. | HCT |
| F.B. | — — |
| DATE | AUGUST 1996 |
| FILE NO. | 24-93-022 |
| SHEET NO. | SD5 |
| | OF X SHEETS |

## STRUCTURE TABLE

| CB# | CB TYPE & SIZE | LOAD RATING | FRAME & GRATE | TOP ELEV. | INVERTS W/DIRECTION | NORTHING | EASTING |
|---|---|---|---|---|---|---|---|
| CB#10 | TYPE 2–54" | HS–20 | GRATE | 12.16 | 7.26 – N,E,W | 409764.37 | 1165601.44 |
| CB#10A | TYPE 1 | HS–20 | GRATE | 12.16 | 8.40 – S | 409785.57 | 1165590.19 |
| CB#11 | TYPE 1 | HS–20 | GRATE | 11.32 | 9.37 – N,E,W (2) | 409669.49 | 1165421.60 |
| CB#11A | TYPE 1 | HS–20 | GRATE | 11.32 | 9.45 – S (2) | 409690.63 | 1165410.24 |
| CB#12 | TYPE 1 | HS–20 | GRATE | 11.71 | 9.80 – E,N | 409608.10 | 1165306.70 (3) |
| CB#13 | TYPE 1 | HS–20 | GRATE | 11.71 | 9.90 – S | 409629.24 | 1165295.37 |
| CB#14 | TYPE 2–54" | HS–20 | GRATE | 11.73 | 6.71 – E,W | 410060.98 | 1165849.19 |
| CB#15 | TYPE 2–54" | HS–20 | GRATE | 12.02 | 7.01 – E,W, 8.59 – SE (2) | 410117.31 | 1165955.45 |
| CB#16 | TYPE 1 | HS–20 | GRATE | 11.00 | 7.35 – W | 410174.15 | 1166077.17 |
| CB#17 | TYPE 1 | HS–20 | GRATE | 12.00 | 9.90 – NW, SE | 410297.73 | 1166059.01 (3) |
| CB#18 | TYPE 2–96" | 300 TON | SOLID | 12.10 | 5.93 – NW, 4.64 – SE,SW | 409559.08 | 1165169.52 |
| CB#19 | TYPE 2–72" | 300 TON | SOLID | 12.3 | 6.66 – E, 7.95 – W, 6.29 – NW,SE | 409674.37 | 1165101.80 |
| CB#2 | TYPE 2–72" | HS–20 | SOLID | 13.80 (3) | 9.02 – W,SE, 9.17 – S | 410009.93 | 1165928.24 |
| CB#20 | TYPE 2–60" | 70 TON | SOLID | 12.7 | 7.34 – E,W (2) | 409841.05 | 1165319.15 |
| CB#21 | TYPE 2–72" | 70 TON | SOLID | 12.6 | 7.74 – W,E 7.74 – NW. EMERGENCY SHUT * | 409920.36 | 1165459.03 (3) |
| CB#21A | TYPE 2–72" | 70 TON | SOLID | 12.7 | 7.92 – N,W | 409965.91 | 1165519.46 |
| CB#21B F.S. | SEE DETAIL | 70 TON | SOLID | 12.7 | 7.96 – S, 8.40 – W, 6.93 – E | 409977.36 | 1165512.32 |
| CB#22 | TYPE 2–54" | 70 TON | SOLID | 12.5 | 8.67 – E, 7.83 – SE, 9.53 – NW (2) | 409937.16 | 1165447.82 |
| CB#23 | TYPE 2–54" | 70 TON | SOLID | 13.6 | 9.71 – NE,S | 409996.67 | 1165410.73 |
| CB#24 | TYPE 2–54" | 70 TON | SOLID | 14.2 (2) | 9.71 – N,W | 410222.71 | 1165647.48 |
| CB#25 | TYPE 2–54" | HS–20 | SOLID (3) | 14.7 | 9.85 – E,S. EMERGENCY SHUT * | 410298.04 | 1165622.74 |
| CB#26 | SEE DETAIL | HS–20 (3) | SOLID–BOTH | 13.5 | 11.50 – N, 10.10 – W | 410329.50 | 1165718.51 |
| CB#27 | TYPE 2–60" | 70 TON | SOLID | 12.5 | 6.95 – W,N, S | 409982.65 | 1165520.81 |
| CB#27A | TYPE 2–54" | 70 TON | GRATE | 13.0 (3) | 7.24 – S,NW (3) | 409881.68 | 1165573.20 |
| CB#27B | TYPE 1 | 70 TON | GRATE | 12.5 | 7.41 – SE,N,SW | 409817.88 | 1165555.56 |
| CB#27C | TYPE 1 | 70 TON | GRATE | 12.1 | 7.46 – NW | 409797.28 | 1165566.24 |
| CB#27D | TYPE 1 | 70 TON | GRATE | 12.4 (2) | 7.51 – E | 409799.66 | 1165520.42 |
| CB#28 | TYPE 2–60" | 70 TON | SOLID | 13.2 | 7.00 – S,W,E | 409999.96 | 1165511.83 |
| CB#28A | TYPE 2–54" | 70 TON | SOLID | 12.6 | 7.47 – E,S | 409909.72 | 1165349.66 |
| CB#29A | TYPE 2–54" | 70 TON | SOLID | 12.3 | 8.16 – E,SE, 7.4 – W | 410073.59 | 1165653.73 |
| CB#29B | TYPE 1 | 70 TON | GRATE | 11.7 | 8.37 – N,E (2) | 410112.33 | 1165728.39 |
| CB#29C | TYPE 1 | 70 TON | GRATE | 11.9 | 8.55 – S | 410177.37 | 1165762.71 |
| CB#3 F.S. | SEE DETAIL | HS–20 (3) | SOLID | 13.21 | 6.26 – W 9.20 E 6.26 S | 409975.84 | 1165864.82 |
| CB#30 | TYPE 1 | 70 TON | SOLID | 13.0 | 10.2 E,W, 8.28 – NW | 410059.80 | 1165660.89 (3) |
| CB#32 | TYPE 2–54" | 300 TON | SOLID | 12.1 (3) | 6.55 – N,SE,SW | 409764.88 | 1165049.42 |
| CB#33 | TYPE 2–54" | 70 TON | SOLID | 12.2 | 7.42 – S,N | 410064.45 | 1165045.75 |
| CB#33A | TYPE 2–54" | HS–20 | SOLID–BOTH (3) | 12.8 | 7.47 – N,S,W. EMERGENCY SHUT * | 410103.48 | 1165032.88 |
| CB#34 | SEE DETAIL | HS–20 | SEE DETAIL | 12.2 | 7.61 – E, 10.0 – N (3) | 410085.83 | 1164979.35 |
| CB#37 FS | TYPE 2–72" | 300 TON | SOLID | 12.20 | 8.04 – E, 7.33 – S, 7.40 – N. | 409660.60 | 1165078.02 |
| CB#4 | TYPE 2–54" | HS–20 | GRATE | 12.88 | 6.35 – N,E 6.35 – S | 409959.69 | 1165834.77 |
| CB#40 | TYPE 2–54" | HS–20 | SOLID | 13.7 | 5.55 – S,E, N. EMERGENCY SHUT * | 409574.46 | 1164907.38 |
| CB#41 F.S. | TYPE 2–54" | HS–20 | SOLID | 10.0 (3) | 4.52 – W,N 5.59 – E | 409574.64 | 1164894.38 |
| CB#42 | TYPE 2–54" | HS–20 | GRATE | 9.1 | 4.80 – E,W, 5.28 – N,S (A) | 409574.80 | 1164883.39 |
| CB#43 | TYPE 1 | HS–20 | GRATE | 9.5 | 4.99 – E,W | 409566.08 | 1164807.90 |
| CB#44 | TYPE 1 | 300 TON | GRATE | 9.5 (3) | 5.13 – E,W | 409551.20 | 1164754.58 |
| CB#45 | TYPE 1 | 300 TON | GRATE | 10.1 | 5.29 – E | 409552.34 | 1164690.13 |
| CB#46 | TYPE 2–54" | HS–20 | GRATE | 9.0 | 5.44 – E,S | 409638.99 | 1164884.32 |
| CB#47 | TYPE 2–54" | 300 TON | SOLID | 10.9 | 5.63 – N,W (3) | 409644.95 | 1164959.62 |
| CB#48 | TYPE 2–54" | 300 TON | GRATE | 9.9 | 5.85 – S 12.6€ – W (FIELD VERIFY EXIST.) | 409728.98 | 1164980.90 |
| CB#49 | TYPE 2–48" | HS–20 | SOLID | 13.5 | 5.8 – W,S | 409621.72 | 1164908.24 |
| CB#5 | TYPE 2–54" | HS–20 | GRATE | 11.75 | 6.55 – N,E 6.55 – S | 410031.03 | 1165792.71 |
| CB#55 | TYPE 2–72" | 300 TON | SOLID | 13.2 | 5.15 – E,W,NW | 409466.50 | 1164995.39 |
| CB#56 | TYPE 2–72" | 300 TON | SOLID | 13.3 (2) | 6.69 – W 6.14 – E 6.14 – N (3) (1) | 409284.14 | 1164644.62 |
| CB#57 | TYPE 2–60" | 300 TON | SOLID | 13.2 | 7.91 – N, 7.45 – W, 6.65 – E, 7.45 S * | 409258.59 | 1164339.56 |
| CB#57A | SEE DETAIL | HS–20 | SOLID | 12.0 | 8.26 – N, 11.3 – S (A) | 409123.55 | 1164378.24 |
| ~~CB#57B~~ | ~~TYPE 2–54"~~ | ~~HS–20~~ | ~~SOLID~~ | ~~13.2~~ | ~~8.31 – E, N. EMERGENCY SHUT. *~~ | | (A) |
| CB#58 F.S. | SEE DETAIL | 300 TON | SEE DETAIL | 14.1 | 8.01 – S, 6.31 – N, 6.70 – W | 409302.31 | 1164334.59 |
| CB#58A | TYPE 2–54" | 300 TON | SOLID | 14.1 (3) | 6.13 – E,S 6.35 – NW | 409315.15 | 1164333.13 |
| CB#59 | TYPE 2–54" | 300 TON | SOLID | 14.2 | 6.83 – SE, NW | 409480.52 | 1164224.47 |
| CB#6 | TYPE 1 | HS–20 | SOLID | 8.8 (2) | 6.79 – S | 410125.21 | 1165767.97 |
| CB#60 | SEE DETAIL | HS–20 | SEE DETAIL | 13.0 | 7.28 – SE (A) 10.75 – W | 409580.55 | 1164080.82 |
| ~~CB#60A~~ | ~~TYPE 2–54"~~ | ~~HS20~~ | ~~SOLID~~ | ~~13.9 (2)~~ | ~~7.26 – N,SE. EMERGENCY SHUT *~~ | | (A) |
| CB#61 | TYPE 2–54" | 300 TON | GRATE | 10.1 (3) | 6.52 – W (3) | 409440.27 | 1164544.37 |
| CB#61A | TYPE 2–54" | 300 TON | GRATE | 11.2 | 7.25 – W | 409519.61 | 1164390.94 |
| CB#62 | TYPE 1 | HS–20 | SOLID | 14.0 | 7.75 – N,S | 409419.44 | 1164155.25 |
| CB#63 | TYPE 1 | 300 TON | SOLID | 13.5 | 6.22 – N,S, E | 409273.12 | 1164242.16 |
| CB#65 | TYPE 1 | HS–20 | SOLID | 11.1 (3) | 8.37 – E,S | 409121.53 | 1164218.82 |
| CB#7 | TYPE 2–54" | HS–20 | GRATE | 12.36 | 6.42 – N,S (3) | 409931.00 | 1165851.69 |
| CB#71 | TYPE 2–54" | 300 TON | GRATE | 11.7 (2) | 7.50 – N,W, 8.69 – S * (2) | 409582.62 | 1165061.18 |
| CB#72 | TYPE 2–54" | 300 TON | GRATE | 12.9 | 8.66 – E,W | 409431.20 | 1164914.35 |
| CB#73 | TYPE 1 | 300 TON | GRATE | 12.5 | 9.10 – E | 409369.13 | 1164794.43 (3) |
| CB#74 | TYPE 1 | 300 TON | GRATE | 12.3 | 8.99 – SE,NW | 409477.93 | 1165117.45 |
| CB#74A | TYPE 1 | HS–20 | GRATE | 12.30 (2) | 9.20 – NW | 409402.12 | 1165158.21 |
| CB#7A | TYPE 2–54" | HS–20 (3) | GRATE | 12.36 | 6.51 – N,W | 409902.37 | 1165868.57 |
| CB#8 | TYPE 1 | HS–20 | GRATE | 11.60 | 7.85 – S (3) | 409865.46 | 1165740.87 |
| CB#80 | TYPE 2– 54" | 300 TON | SOLID | 12.0 (3) | 6.02 – N,S (2) | 409415.75 | 1164695.89 |
| CB#81 | TYPE 2– 54" | HS–20 (3) | SOLID | 11.0 | 7.30 – N,S,E (3) | 409646.32 | 1164709.98 |
| CB#82 | TYPE 1 | HS–20 | SOLID | 12.0 | 8.24 – S,E | 409821.83 | 1164711.50 |
| CB#9 | TYPE 2–54" | HS–20 | GRATE | 11.60 | 6.83 – N,W,E | 409845.80 | 1165751.43 |
| INLET "A" | | | | | 8.8 – E | | |
| INLET "B" | | | | | 10.2 – SW | | |
| INLET "C" | | | | | 10.7 – W | | |
| OUTFALL "A" | | | | | 7.09 (2) | | |
| OUTFALL "B" | | | | | 4.42 (A) | | |
| PUMP STATION | | HS–20 | | 13.10 | 1.85 – E | | |
| TIDE GATE #1 | SEE DETAIL | HS–20 | SOLID | 13.00 (2) | 7.23 – N,S | 409928.77 | 1165944.99 (3) |
| TIDE GATE #2 | SEE DETAIL | 300 TON | SOLID | 12.50 | 4.56 – N,S (A) | 409549.90 | 1165200.44 |
| TIDE GATE #3 | SEE DETAIL | HS–20 | SOLID | 13.50 | 5.53 – S,W | 409567.27 | 1164913.24 |
| CB 80A | TYPE 2–54" | 300 TON | SOLID | 13.10 | 5.74 – E,W,N (2) | 409362.65 | 1164795.64 |

* SEE DETAIL 1, SHEET SD3

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| CB#83 | TYPE 1 | HS–20 | GRATE | 12.8 | 8.95 | S,NW | 410035.43 | 1166073.35 |
| CB#84 | TYPE 1 | HS–20 | GRATE | 12.4 | 9.00 | N (2) | 410015.77 | 1166083.92 (3) |

"L"

NOTE:
IF "L" DOES NOT MEASURE 1"
ADJUST SCALES ACCORDINGLY.

i:\24\93\022\SD8.DWG

I:\24\93\022\SD8 9-3-96 14:51 PM PST

| NO. | DATE | BY | REVISION |
|---|---|---|---|
| 5 | 2-3-97 | SMK | REVISED TOP ELEVATIONS AND LOADINGS |
| 4 | 11-13-96 | SRS | REVISED INVERT ELEVATIONS AND TOP ELEVATIONS. |
| 3 | | | NOT USED |
| 2 | | | ADDENDUM |

19031 33rd Ave. W., Suite 301
Lynnwood, WA 98036–6638
206/775–3434

REID MIDDLETON

PORT OF PORT TOWNSEND
ENHANCED HAULOUT/STORMWATER FACILITIES

STRUCTURE TABLE

| | |
|---|---|
| SCALE | AS SHOWN |
| DES. | SMK |
| DR. | SRS |
| CH. | HCT |
| F.B. | –– |
| SHEET NO. | SD8 REVISED |
| OF | X SHEETS |
| DATE | JULY 1996 |
| FILE NO. | 24–93–022 |

Rainier ENVIRONMENTAL

# Dangerous Waste Characterization

## Sample ID: Vault 1 Sludge

Report date: May 26, 2015

Submitted to:

**Port of Port Townsend**
PO Box 1180
Port Townsend, WA 98368

*Rainier Environmental*
5013 Pacific Hwy East
Suite 20
Tacoma, WA 98424

## 1.0 INTRODUCTION

A dangerous waste characterization using the test organism *Oncorhynchus mykiss* (rainbow trout) was conducted on one sample submitted by the Port of Port Townsend to Rainier Environmental. Testing was conducted following the Washington State Department of Ecology Publication 80-12.

## 2.0 METHODS

The sample, identified as Vault 1 Sludge, was received in the laboratory on May 18, 2015. Upon arrival at the laboratory the sample was inspected and contents verified against information provided on the chain-of-custody form. The sample was stored at 4°C in the dark until use. The test procedure is outlined in Table 1.

**Table 1. Summary of Dangerous Waste Characterization Test Conditions**

| Parameter | Standard Fish Toxicity Test |
|---|---|
| Test number | 1505-035 |
| Sample ID | Vault 1 Sludge |
| Test initiation date; time | 5/20/2015; 1400h |
| Test termination date; time | 5/24/2015; 1400h |
| Endpoint | Mortality at 96-hours |
| Test chamber | 7.5 L Plastic tank |
| Test temperature | 12 ± 1°C |
| Dilution water | Moderately hard synthetic water |
| Test solution volume | 6 L |
| Test concentrations (mg/L) | 100, 10, 0 |
| Number of organisms/ chamber | 10 |
| Number of replicates | 3 |
| Test organism | *Oncorhynchus mykiss* (rainbow trout) |
| Feeding | No feeding during test |
| Photoperiod | 16 hours light/ 8 hours dark |
| Extraction | Rotary agitation (30 +/- 2 rpm) for 18 hours |
| Reference Toxicant | Copper sulfate |
| Deviations | None |

The test organisms used in the test are outlined in Table 2. The sample was tested using fish received on March 27, 2015.

**Table 2. Test organisms (*Oncorhynchus mykiss*)**

| | |
|---|---|
| Test organism age | 30 days post swim-up (hatch date 4/6/2015) |
| Mean weight | 0.27 g |
| Mean length | 28 mm |
| Ratio of longest to shortest | 1.4 |
| Loading | 0.45 g/L |
| Test organism source | Trout Lodge; Sumner, WA |

## 3.0 RESULTS

A summary of results for the dangerous waste characterization conducted on sample Vault 1 Sludge is contained in Table 3. There was no mortality during the test. Based on these results, the sample does not designate as either dangerous or extremely hazardous waste. Copies of the laboratory bench sheets, statistical summaries of reference toxicant tests, and chain-of-custody form are provided in Appendices A through C.

**Table 3. Summary of Results**

| Sample ID | Concentration (mg/L) | Survival (# fish, N=30) | Percent Mortality | Dangerous Waste Designation |
|---|---|---|---|---|
| Control | 0 | 30 | 0 | NA |
| Vault 1 Sludge | 10 | 30 | 0 | None |
| | 100 | 30 | 0 | |

## 4.0 QUALITY ASSURANCE

The most recently completed reference toxicant test was initiated May 6, 2015. The $LC_{50}$ of 75.8 µg/L copper fell within the acceptable range of mean ± two standard deviations of historical test results indicating that the test organisms were of an appropriate degree of sensitivity. The coefficient of variation (CV) for the last 21 tests was 22.6 percent, which is considered excellent by the Biomonitoring Science Advisory Board.

# City of Port Townsend Sewer Code Sections

**13.21.050 Refusal, limitation, or discontinuance of service.**

B. The city may refuse service or require pretreatment to any customer who requests to discharge or discharges deleterious or high strength wastewater that impairs or could impair the integrity, operation or performance of the system or consumes a large portion of the capacity of the system.

**13.21.060 Unlawful acts defined.**

A. It shall be unlawful for any person to make an unauthorized connection to the city's sewer system.

B. Any person causing damage to any property belonging to the department shall be liable for any and all damages resulting either directly or indirectly therefrom.

C. It is unlawful for any person to willfully disturb, break, deface, damage or trespass upon any property belonging to or connected with the sewer system of the city, in any manner whatsoever.

**D. It is unlawful to deposit any salt water, toxic, potentially hazardous or other material that may cause interference or inhibit the normal metabolic function of an aerobic biological waste treatment system, or the biosolids composting facility or which may be limiting or in any way harmful to plant personnel, or which may result in the city's treated effluent or biosolids exceeding its NPDES limitations including but not limited to the prohibitions identified in the city's permit with the Department of Ecology as follows**:

1. Pollutants that create a fire or explosion hazard in the treatment facility (including, but not limited to, waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees centigrade using the test methods specified in 40 CFR 261.21);

**2. Pollutants that will cause a hazard to personnel or equipment or corrosive structural damage to the sewer collection system and treatment facility, but in no case discharges with pH lower than 5.5 standard units or higher than 8.5 standard units;**

**3. Solid or viscous pollutants in amounts that could cause obstruction to the flow in sewers or otherwise interfere with the operation of the treatment facility or biosolids composting facility;**

4. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the treatment facility or biosolids composting facility;

5. Heat in amounts that will inhibit biological activity in the treatment facility resulting in interference, but in no case heat in such quantities such that the temperature at the treatment facility exceeds 40 degrees centigrade (104 degrees Fahrenheit);

6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral origin in amounts that will cause interference or pass through;

7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the treatment facility and/or wastewater collection system in a quantity which may cause acute worker health and safety problems;

8. Any trucked or hauled pollutants, except at discharge points designated by the city;

**9. Any water or waste which contains more than 100 parts per million by weight of fat, oil or grease;**

10. Any garbage that has not been properly shredded as herein defined; or

11. Any noxious or malodorous gas or substance capable of creating a public nuisance.

E. It is unlawful for any person to place, deposit, or permit to be discharged in any unsanitary manner upon public or private property within the city or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other objectionable waste.

F. It is unlawful to divert or cause to be diverted any stormwater, surface runoff or underground drainage to any sewer, maintenance hole or other appurtenant structure or portion of the sewer system.

G. It is unlawful for any person to refuse or fail to comply with any provision of this sewer code or the city engineering design standards manual. (Ord. 2579 § 1, 1997).

# SAMPLE CONTRACT

## Port of Port Townsend

## Contract for Annual Cleaning of Boat Haven Stormwater System

THIS AGREEMENT is entered into between the Port of Port Townsend, hereinafter referred to as the "PORT," and _____, hereinafter referred to as "CONTRACTOR", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. CONTRACTOR is retained by the Port to: Remove and dispose of standing water and accumulated solids in the Boat Haven stormwater system as described in the Request for Proposal documents.

2. Consultant Qualification. CONTRACTOR warrants that he/she has the required skills to perform the work specified in this agreement.

3. Scope of Services. CONTRACTOR shall provide, once yearly, the services based on the attached RFP Response form:

   a. Remove all standing water and accumulated solids from Vaults 1, 2, 3 and 4 and all catch basins
   b. Dispose of water and solids in accordance with all State and Federal laws
   c. Provide all necessary sampling and analytical laboratory testing of materials
   d. Obtain written disposal site approvals and provide PORT with copy of said approvals
   e. Provide PORT with disposal manifests or other proof of lawful disposal of materials
   f. Provide PORT with records of water volumes treated and level of treatment prior to discharge

4. Time and Duration of Agreement. This contract shall be for the period (to be determined). The PORT may, at its sole discretion, retain CONTRACTOR for an

additional one (1) year period under the same terms and conditions. The PORT shall notify CONTRACTOR within ninety (90) days prior to the expiration of the contract that it has opted for a second one (1) year term.

5. Payment. CONTRACTOR shall be compensated as follows per the Proposal schedule of fees as attached and made part of this agreement.

6. Compliance with laws. CONTRACTOR shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations applicable to the services to be rendered under this agreement.

7: Prevailing Wages.

The PORT is committed to complying with the Washington Public Works Act, Chapter 39.12 RCW entitled "Prevailing Wages on Public Works", and Chapter 49.28 RCW entitled "Hours of Labor". It is the PORT's intention that the prevailing rate of wages be paid on all public works projects, regardless of the contract amounts. The responsibilities for adherence to the Public Works Act are specified in the Statement of Intent, Prevailing Wages in Public Works document. All contractors to the PORT shall be required to comply with the responsibilities outlined therein. CONTRACTOR shall pay all fees and obtain all forms and provide such information related to paying prevailing wages, applicable to this project, including STATEMENT OF INTENT TO PAY PREVAILING WAGES and AFFIDAVIT OF WAGES PAID forms.

A Statement of Intent to Pay Prevailing Wages and current prevailing wage rates for the work shall be posted on the work site. At the conclusion of the Contract, the CONTRACTOR and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification from the director has been received by the PORT that the prevailing wage requirements of the statute have been satisfied. The CONTRACTOR certifies that it has not been cited for two (2) violations within the last five (5) years, and is not prohibited from bidding on public works contracts. The CONTRACTOR further certifies that it will use no subcontractor who is prohibited.

8. Hold Harmless and Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the PORT, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury, sickness, disease or death to persons, including injuries, sickness, disease or death to CONTRACTOR or damage to property occasioned by a negligent act, omission or failure of the CONTRACTOR.

9. Independent Contractor. CONTRACTOR and the PORT agree that CONTRACTOR is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. CONTRACTOR shall not be entitled to any benefits accorded PORT employees by virtue of the services provided under this agreement. The PORT shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the State Industrial Insurance program, otherwise assuming the duties of an employer with respect to CONTRACTOR.

10. Assignment. CONTRACTOR shall not sublet or assign any of the services covered by this agreement without the expressed written consent of the PORT.

11. Drug-Free Workplace Policy. The PORT has adopted a Drug-Free Workplace Policy that the workplace will be a drug free environment conducive to conducting the PORT's business free from unlawful manufacture, distribution, dispensing, possession or use of controlled substances. This policy applies to PORT Commissioners, PORT employees, and contractors conducting business on PORT property.

12. Equal Opportunity Policy. All persons or entities performing work for the Port shall provide equal opportunity to all of its employees and applicants for employment and assure that there is no discrimination on the basis of race, color, region, national origin, sex, age, marital status, or physical disability unless based upon a bona fide occupational qualification. All persons or entities performing services for the PORT must insure that the foregoing extend to all areas of employment and to all relations with employees including recruitment, selection, placement, compensation, promotion and transfer, training, daily working conditions, awards and benefits, and all other terms and conditions of employment as provided for in state and national laws. CONTRACTOR hereby agrees to abide by applicable regulations during the course of this agreement.

13. Termination. The PORT reserves the right to terminate this agreement at any time by giving ten (10) days written notice to CONTRACTOR.

14. Integrated Agreement. This agreement together with attachments and addenda, represents the entire and integrated agreement between the PORT and CONTRACTOR and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both PORT and CONTRACTOR.

DATED this_____ day of _____ 2015.

CONTRACTOR

_____

PORT OF PORT TOWNSEND

_____

Larry C. Crockett, Executive Director

APPROVED AS TO FORM:

_____

Port Attorney

# Annual Boat Haven Stormwater System Cleaning
# RFP Response Form

## Proposer Information

The following information is requested from each PROPOSER submitting a proposal:

**Primary Contact**
Name: _____
Title: _____
Phone Number: _____
FAX Number: _____
Email Address: _____

Is this PROPOSER an individual, a partnership, or a corporation, organized and existing under the laws of the state of Washington? _____

Does the PROPOSER have binding authority to enter into contracts? _____

Provide a brief history of your company.
_____
_____
_____
_____

How many people are employed by your company?
_____

Has your company ever been sued by a public sector customer? If so, please explain.
_____
_____
_____
_____

Are there any lawsuits currently outstanding against your company? If any, please explain.
_____
_____
_____
_____

Has your company been cited or fined for any environmental non-compliance in the past three (3) years? If yes, please give a detailed account of the violation and how it was resolved or if resolution is pending.
_____
_____

_____

_____

**Client References**
PROPOSER shall provide at least three (3) clients that most recently utilized PROPOSER's services for similar work and a brief description of said work. Clients may be contacted by PORT personnel.

Client #1
Name:
Address:
Contact Person:
Contact's Title:
Contact Person Phone:
Brief description of work:

_____

_____

Client #2
Name:
Address:
Contact Person:
Contact's Title:
Contact Person Phone:
Brief description of work:

_____

_____

Client #3
Name:
Address:
Contact Person:
Contact's Title:
Contact Person Phone:
Brief description of work:

_____

_____

**Proposed Cleaning Program**
Provide a description of the methods and types of equipment that would be used to complete the scope of work. Description must include information on:

- method and equipment used for removing accumulated solids from standing water in the drainage system
- how the sludge/solids would be managed, dried as necessary, and disposed of, including what facility they would be transported to for further processing and/or disposal

- method and equipment used in treating standing water as needed to demonstrate compliance with the specified water quality standards for copper and zinc if discharged to Port Townsend Bay or to the POTW
- approximate flow rate if standing water is to be discharged to the POTW

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

**Proposed Cleaning Schedule**
List 1st year cleaning project milestones in **Table 1** below.

| **Table 1: Project Milestones and Proposed Dates** | |
|---|---|
| **Milestone** | **Proposed Date** |
| Notice to Proceed from PORT | |
| Site evaluation | |
| Sampling and testing | |
| Approval for disposal and/or discharge from receiving facilities | |
| System cleaning | |
| Submittal of records to PORT | |

Indicate whether successive annual cleaning schedules would deviate from the above schedule and, if so, why.

_____
_____
_____
_____

**Proposed Service Fee**
Indicate proposed annual fee schedule in **Table 2** below. Fee is to be inclusive of all work related to the work described in the RFP.

| Table 2: Proposed Annual Fee Schedule | |
|---|---|
| Contract Year | Fee |
| 1st Year | $ |
| 2nd Year | $ |

**Personnel**
List names, area of responsibility and years of experience of personnel to be used to conduct the work required under the RFP in **Table 3** below:

| Table 3: Personnel Experience | | |
|---|---|---|
| Employee Name | Area of Responsibility | Years of Experience |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**Addenda**
PROPOSER to acknowledge receipt of any addenda issued by the PORT in **Table 4** below:

| Table 4: Receipt of Addenda | | | |
|---|---|---|---|
| Addenda Number | Print Name | Signature | Date Received |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Authorized Officer**
The below signed declares that he/she is the authorized officer of the company submitting the proposal:

Name: _____

Signature: _____ Date: _____, 2015