



PORT of OLYMPIA

TERMINAL TARIFF NO. 11

(Cancels and replaces Terminal Tariff No. 10)

Naming Rates, Charges, Rules and Regulations for Services Performed at Public Marine Terminal Facilities of the Port of Olympia

Issued by:
Port of Olympia
606 Columbia Street NW Suite 300
Olympia, Washington 98501

FMC Organization Number 002031
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NOTICE

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ITEM 006.000
SYMBOLS AND ABBREVIATIONS

%	Percent
\$	U.S. Dollars
B/L	Bill of Lading
BBL.....	Barrel
BDL.....	Bundle
BF	Board Foot (Feet)
CF.....	Cubic Foot (Feet)
C/M.....	Cubic Meter
CDC.....	Cargo Distribution Center
CFR	Code of Federal Regulation
CFS	Container Freight Station
CWT	Hundredweight (100 pounds)
CY.....	Container Yard
ETA.....	Estimated Time of Arrival
Etc.	And so forth
ETD	Estimated Time of Departure
FMC.....	Federal Maritime Commission
Ft.	Foot (Feet)
K/T	Kiloton(s)
KD.....	Knocked Down
KG	Kilograms(s)
KWH	Kilowatt Hour
L/F	Linear Foot (Feet)
L/T	Long Tons
Lbs.....	Pounds
M.....	Thousand
MBF	Thousand Board Feet
Meas.....	Measurement
Mo.....	Month
M/T	Metric Ton (2,204.6 pounds)
N/A.....	Not Applicable
NOS.....	Not Otherwise Specified
OBL	Ocean Bill of Lading
PMA.....	Pacific Maritime Association
P.O.T.	Penalty Overtime
Pkg.	Package(s)
R/T.....	Revenue Ton
SRV	Ship Repair Yard
S.T	Straight Time
S/T	Short Ton (2,000 pounds)
Sq.Ft.....	Square Foot (Feet)
SU.....	Set up
TPT	Throughput
U.S.....	United States
USCG	United States Coast Guard
USDA.....	United States Dept of Agriculture
Viz.....	Specifically or Namely
Wt	Weight

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ITEM 008.000
EQUIVALENTS TABLE AND METRIC CONVERSION TABLE
 (See Note)

EQUIVALENTS TABLE

U.S. Equivalent		Metric Equivalent	
1.0	Pound	0.4536	Kilogram
2.2046	Pounds	1.0	Kilogram
100.0	Pounds (U.S. CWT)	45.359	Kilograms
2,000.0	Pounds (Short Ton)	907.2	Kilograms
2,204.6	Pounds	1,000.0	Kilograms (1 Metric Ton/Kiloton)
2,240.0	Pounds (Long Ton)	1,016.04	Kilograms
1.0	Inch	2.54	Centimeters
1.0	Foot	0.3048	Meter
1.0	Yard	0.9144	Meter
3.2808	Feet	1.0	Meter
1.0	Square Foot	0.0929	Square Meter
10.76	Square Feet	1.0	Square Meter
1.0	Cubic Foot	0.0283	Cubic Meter
35.3147	Cubic Feet	1.0	Cubic Meter
40.0	Cubic Feet	1.1327	Cubic Meters
1.0	Barrel (42 Gallons)	158.9873	Liters

METRIC CONVERSION TABLE

To Find	Given	Multiply	
Kilograms	Pounds	Pounds	x 0.4536
Pounds	Kilograms	Kilograms	x 2.2046
Metric Tons	Short Tons	Short Tons	x 0.9072
Metric Tons	Long Tons	Long Tons	x 1.0160
Short Tons	Kiloton/Metric Tons	Metric Tons	x 1.1023
Long Tons	Metric Tons	Metric Tons	x 0.9842

Note: The Equivalents Table and Metric Conversion Table are to be used in determination of charges assessed in this tariff.

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

ITEM 100.000 **THE PORT**

The term the "Port" shall mean the Port of Olympia, Olympia, Washington.

ITEM 105.000 **APPLICATION OF TARIFF**

ITEM 105.100 **EFFECTIVE DATE**

This tariff shall be effective on and after the effective date as shown on each page.

ITEM 105.200 **NOTICE TO PUBLIC**

This tariff is notice to the public that the rates, charges, rules and regulations contained herein apply to all users without specific notice or quotation.

ITEM 105.300 **PORT SCALE WEIGHTS PREVAIL**

The Port will issue a weight certificate when the weight of a shipment is unknown, required or requested. If the difference between the Port's weight certificate and the weight provided by the vessel is greater than ten percent (10%), then the Port's certified scale weight will apply for all Port charges.

ITEM 105.400 **RESERVATION OF AGREEMENT RIGHTS**

The Port reserves the right to enter into agreements with common carriers, shippers and/or their agents concerning rates and service providing such agreements are consistent with existing local, state and national regulations.

ITEM 105.500 **SPECIFIC COMMODITY RATES PREVAIL**

Rates provided for specific commodities will prevail over Not Otherwise Specified (NOS) rates or any general commodity rate. When no specific or NOS rates are set forth in this tariff, such charges shall be based on a time, equipment and materials basis.

ITEM 105.600 **USE OF FACILITIES DEEMED ACCEPTANCE OF TARIFF**

Use of the Port's marine terminal facilities shall be deemed an acceptance of this tariff along with all the specified terms and conditions contained herein. It is the responsibility of the user to be aware of the physical characteristics of the facilities (see [Item 140.200](#), Terms of Payment).

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

ITEM 105.700 **PILING DAMAGE REPLACEMENT**

Vessels will be responsible for and charged for the replacement of any pilings damaged during their occupancy of a Port berth. Damage identified during or after a vessel's departure will be deemed to have occurred during the vessel's berthage unless the Port is notified by the vessel's agent in writing prior to tie-up, of any pre-existing damage to the piling.

ITEM 105.800 **PERFORMANCE OF SERVICES ON PORT FACILITIES**

The Port reserves the right to perform all services and furnish all equipment, supplies and material in connection with the operation of its marine terminal facilities. No person, firm or corporation shall be allowed to perform any services on the Port's marine terminal facilities without written permission from the Port. Those permitted to perform services shall apply, as well as adhere to, this tariff and any additions, revisions, or supplements.

ITEM 105.900 **SHIPPER'S REQUESTS AND COMPLAINTS**

Any party may initiate inquiries or complaints on matters relating to rates, charges, rules and regulations contained in this tariff by filing a fully documented statement with the Executive Officer, Northwest Marine Terminal Association Inc., P.O. Box 7127, Tacoma, Washington 98417.

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

ITEM 110.000 **DEFINITIONS**

ITEM 110.100 **DOCKAGE**

See [Item 200.000](#).

ITEM 110.200 **WHARFAGE**

Wharfage is a charge assessed against either cargo or vessel on that cargo passing or conveyed over, onto, or under wharves or between vessels (to or from the water, barge or lighter) when berthed at wharf or when moored in a slip adjacent to a wharf. Wharfage is the charge for use of a wharf and does not include charges for any other service. The tariff rate charged will be that rate in effect on the date cargo is received.

ITEM 110.300 **HOLIDAY**

Holiday is any legal holiday proclaimed by state or national authority or designated by applicable collective bargaining agreements.

ITEM 110.400 **POINT OR PLACE OF REST**

Point or Place of Rest is that area on the terminal facility assigned for receipt of inbound cargo from the vessel and for receipt of outbound cargo for vessel loading.

ITEM 110.500 **UNITIZED CARGO**

Unitized Cargo is that cargo prepared or packed for routine handling with Port mechanical equipment.

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

ITEM 115.000 **CONDITIONS FOR ACCEPTANCE, RETENTION OR DELIVERY OF CARGO**

ITEM 115.100 **RIGHT TO EXCLUDE EXPLOSIVES, NUCLEAR MATERIALS, HAZARDOUS AND INFLAMMABLE COMMODITIES**

At the Port's option, subject to federal, state and city regulations, special arrangements may be made to process explosive, nuclear materials, hazardous or inflammable commodities or materials at the marine terminal facilities.

ITEM 115.200 **RIGHT TO REFUSE CARGO**

The Port reserves the right (without responsibility for demurrage, other charges, loss or damage) to refuse to accept, receive, unload or to permit vessel to discharge:

- A. Cargo, containers, or chassis for which previous arrangements for space, receipt, unloading, handling or removal have not been made with the Port by the shipper, consignee or carrier.
- B. Cargo deemed perishable, hazardous or by its nature liable to damage or contaminate the facility or other cargo.
- C. Cargo not in packages or containers suitable for ordinary handling incidental to its transportation.
- D. Cargo, containers, or chassis during a period of severe congestion or other emergency when, in the judgment of the Marine Terminal Director, the circumstances then prevailing will prevent the terminal from providing usual custody and care.

ITEM 115.300 **RIGHT TO REMOVE, REPACK OR RECONDITION, REPILE AND TRANSFER CARGO**

- A. At the Port's option, cargo remaining on the terminals after expiration of the free time (see [Item 700.000](#)) and cargo shut out at clearance of the vessel may be piled or repiled to make space; transferred to other locations within the terminals; or relocated to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee or carrier.
- B. At the Port's sole discretion, cargo considered to be harmful in and of itself to the facility or by its nature liable to damage or contaminate other cargo, can be either removed from the terminal, repacked, or the original packaging may be reconditioned. All expense and risk of loss or damage will be that of the owner, shipper, consignee or carrier. These expenses include, but are not limited to, surveying, reconditioning, containment, government fines or assessments, and additional labor or equipment requirements.

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

ITEM 115.400 **RIGHT TO SELL CARGO**

The Port may sell at public or private sale, any cargo on which the owner fails to or refuses to pay terminal charges. The proceeds of the sale are to be applied first to the cost and expense of sale and thereafter to the charges. Cargo of a perishable nature or of a nature liable to damage other cargo or property, may be sold at public or private sale without advertising.

ITEM 115.500 **RIGHT TO WITHHOLD DELIVERY**

The Port reserves the right to withhold delivery of any cargo until all accrued terminal charges have been paid in full.

ITEM 120.000 **INFORMATION TO BE SUPPLIED TO THE PORT**

ITEM 120.100 **MANIFESTS**

Masters, owners, agents or operators of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees and/or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Manifests must also designate the basis (weight or measurement) on which rates were assessed.

ITEM 120.200 **VESSEL STOWAGE PLAN**

Must be received five (5) days prior to vessel arrival.

ITEM 120.300 **DANGEROUS CARGO LIST**

Must be received prior to vessel arrival. The Port reserves the right to refuse cargo deemed restricted by the City of Olympia Fire Department and other authorized governmental agencies. Also see [Item 420.000](#).

ITEM 120.400 **REFRIGERATED CONTAINER LIST**

Must be received prior to vessel arrival.

ITEM 125.000 **BILLING IN U.S. MEASURE**

The billing rates will reflect metric ton measure or other U.S. measure.

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

ITEM 130.000 **UNITED STATES COAST GUARD COMPLIANCE**

All ocean-going vessels using or scheduled to use a Port berth shall be in compliance with the United States Coast Guard (USCG) rules and regulations. At any time, while at berth, a vessel is determined by USCG to be in noncompliance or substandard, or if the cargo operation is interrupted or ordered-to-stop by the USCG authorities or Captain of the Port, the vessel/owner(s)/operator(s) shall be liable for all consequential delays, damages and costs, and the Port shall have the right to order the vessel to vacate the berth if the cargo operation has not resumed within one hour from the time it stopped.

If at any time, prior to the vessel's berthing, it is determined by the USCG that the vessel is deficient, the vessel's agent/master/owner(s)/operator(s) shall immediately notify the Port indicating the nature of the deficiency so determined. Depending on the deficiency's potential impact on the cargo operation, the Port shall have the right to reject or void the vessel's application for berthing until the deficiency is corrected, acceptable to the USCG.

ITEM 135.000 **COMPLIANCE WITH SAFETY PRECAUTIONS**

The stevedore and all other service providers shall exercise care in the performance of its operations in order to prevent injury to or death of any person, and damage to, destruction to or loss of property. The stevedore and all other service providers shall take all necessary safety precautions and comply with recognized commercial and marine safety practices, procedures and regulations.

ITEM 135.100 **REPORTING OF INCIDENTS**

In the event of a safety or security incident, the situation should be handled using the appropriate emergency response protocol. First and foremost, seek assistance from the appropriate sources (911, Port of Olympia personnel, etc.) and mitigate the damages to the immediate extent possible. The person having knowledge of the incident must then **immediately** report a description of the event to the Port of Olympia in writing, by submitting an Incident Report. This form may be obtained from the Marine Terminal office. Any incident which occurs on Port of Olympia property involving injury, death, damage to property, theft or pilferage, oil or contaminate spills, personal loss, fire, suspicious activity, breach of security or any other incident of a similar threat must be reported.

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

ITEM 138.000 **EMERGENCY / FIRE**

ALL ACTUAL AND INDIRECT COSTS INCURRED BY A VESSEL BECAUSE OF A FIRE UTILIZING ANY BERTH COVERED BY THIS TARIFF SHALL BE PAID BY THE VESSEL UTILIZING THE BERTH.

The vessel acknowledges responsibility for damage arising out of its shipboard fires and shall hold the Port harmless from and indemnify the Port for any and all damage, liability, settlements, loss, costs, and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at Port facilities, except for that resulting from Port negligence, or that of the Port's employees or agents.

ITEM 140.000 **CHARGES AND PAYMENT**

ITEM 140.100 **COLLECTION AND GUARANTY OF CHARGES**

Wharfage, Loading and Unloading, Service and Facilities Charges, and Miscellaneous Charges:

- A. Wharfage, loading and unloading and miscellaneous charges shall be assessed according to the terms of the "Supplement to Application for Berth Reservation". See [Item 199.600](#).
- B. The overtime differential, related to overtime shifts while the vessel is in port, shall be billed to the vessel, its owner or operator (see [Item 500.500](#)).
- C. Cargo received by the Port from an inland carrier which is not delivered to a vessel, but instead is delivered to an inland truck or rail carrier, may be assessed the Service & Facilities Charge. These Service & Facilities Charges will be billed to the owner of the cargo unless absorbed by the ocean carrier.

ITEM 140.200 **TERMS OF PAYMENT**

Use of Port facilities or service is conditioned upon satisfactory assurance to the Port that all charges will be paid when due. Charges are due and payable as they accrue or on completion of service or use.

ITEM 140.300 **THE PORT MAY REQUIRE PAYMENT IN ADVANCE FOR THE FOLLOWING**

- A. Before vessel is assigned a berth and commences its loading or unloading operations.
- B. Before cargo leaves the custody and control of the terminal for inbound shipments, and before outbound cargo is released from the custody and control of the terminal.
- C. For all services provided on perishable cargo, cargo of doubtful value, and household goods.

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

ITEM 140.400 **PAYMENT TERMS ARE CASH**

Port customers, prior to the use of facilities or receiving services, may receive extended payment terms, provided they have established credit worthiness or have posted adequate security acceptable to the Port. Conditions under which extended payment terms may be granted are outlined in the Supplement to Application for Vessel Berth Reservation as shown at the end of this tariff. In the case of delay or failure to pay invoices when due, the Port reserves the right to demand payment of charges in advance before further services will be performed or before delivery of cargo against which charges have accrued. Any pending or alleged claims against the Port will not be allowed as an offset against outstanding invoices or accrued charges.

ITEM 140.500 **DELINQUENT INVOICES**

Invoices issued by the Port are due and payable upon presentation.

Invoices not paid within thirty (30) days of the due date shall bear a delinquency charge of eighteen percent (18%) per annum or, if less, the maximum rate of interest allowed by law, from the date of delinquency until paid. The delinquency charge on the overdue amounts shall be subject to periodic change in the sole discretion of the Port. The Port's failure to impose a delinquency charge shall not be a waiver of the Port's other rights and remedies for such delinquent payment, nor of the Port's right to later charge and collect a charge for such delinquency. Acceptance of any delinquency charge by the Port shall in no event prevent the Port from exercising any of the other rights and remedies granted under this Tariff or by law.

Any and all additional collection expenses, including attorney fees and costs necessary to effect collection, may also be assessed.

ITEM 140.600 **MINIMUM BILLING CHARGE**

No single invoice shall be issued by the Port for less than \$30.00. Such minimum billing charge shall take precedence over any other provision in this tariff. The only exception is delinquency charges (see [Item 140.500](#), Delinquent Invoices).

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

ITEM 145.000 **INSURANCE AND INDEMNIFICATION**

ITEM 145.100 **INSURANCE**

Rates named in this tariff do not include insurance. Every party using Port marine terminal facilities shall obtain and maintain insurance in the type applicable to cover bodily injury and property damage arising out of their work at or upon the terminal facilities. All deductibles or self-insurance retentions are the responsibility of the User. User may meet required insurance limits through a combination of primary and umbrella or excess insurance. Any insurance the Port may carry will apply strictly on an excess basis over any applicable insurance the User may carry. Coverage shall be in place for the duration of User's presence and use of Port owned equipment to which this Tariff applies. The following insurance coverages must be secured in the following minimum form and limits:

- A. Workers' Compensation Insurance (including Longshoremen & Harbor Workers Act, if applicable). This coverage is required under Federal and State statutes for all the party's employees performing its work. In addition, Jones Act coverage (if applicable) is required in an amount not less than \$1,000,000. Employer's Liability insurance is also required in an amount not less than \$1,000,000.
- B. Marine or Commercial General Liability, Protection and Indemnity, Charterer's Legal Liability, sudden and accidental Pollution Liability, and any other insurance required by state and federal law, as applicable, with separate limits of \$5,000,000 each coverage. Coverage should include liability assumed under contract, broad form property damage covering property in the insurer's care, custody, and control. This insurance shall cover claims for bodily injury, personal injury, death or property damage occurring on, in or about any vessels being loaded by a party on Port premises and adjoining areas.
- C. Automobile Liability Insurance. To the extent that work on Port owned property include autos, auto liability insurance shall be provided in an amount no less than \$1,000,000 per occurrence on a combined single limit basis for bodily injury and property damage using ISO Form CA 00 01 (or equivalent).

Every party shall submit to the Port certificate(s) of insurance as evidence of the required coverage. Such insurance shall name the Port as an additional insured as respects their use of Port facilities and shall provide that the Port is to be given thirty (30) days' prior written notice of any cancellation. Such insurance shall be primary, and shall not seek contribution from any insurance or self-insurance carried by the Port. Each certificate of insurance must list the operations to be performed on port property. Subcontractors and third parties shall be covered with the same amounts under the main party's policy or shall provide their own evidence of coverage to the Port.

User is fully responsible for ascertaining whether any federal industrial insurance laws apply to this agreement such as from the Federal Employers' Liability Act, the Jones Act or the United States Longshore and

Harbor Workers Compensation Act. User shall comply with all required workers compensation requirements whether through purchase of commercial insurance or as a qualified self-insurer relative to federal industrial insurance laws.

If and when other than the User are permitted to perform services on the wharves or premises of the Port, they shall be held responsible for loss, damage or theft by themselves or persons in their employ.

In the event of injury or damage to equipment or persons, User agrees to present to the Port for the Port's inspection and examination the damaged equipment; all those persons employed by the User with knowledge of the injury or damage; and all reports made by, on behalf of, or in the possession of User, respecting the injury or damage. The provisions of this are subject to [Item 145.500](#).

ITEM 145.200 **AD VALOREM CHARGES**

Merchandise tendered with value in excess of \$500.00 per piece, package (or customary unit of cargo, when not shipped as a piece or package), will be subject to a charge of one-fourth ($\frac{1}{4}$) of one percent (1%) of the valuation in excess of \$500.00 per piece, package (or customary unit of cargo, when not shipped as a piece or package). This charge is in addition to all other charges which may be applicable under any other provisions of this tariff.

[Go to General Index](#)

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

ITEM 145.300 **INDEMNIFICATION; REIMBURSEMENT FOR DAMAGE**

Except to the extent limited by [Item 145.400](#), every party using Port marine terminal facilities ("Facility User") shall defend (using legal counsel acceptable to the Port), indemnify, and hold harmless the Port from and against, and reimburse the Port for, any and all actual or alleged claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties (collectively "Costs") which may be imposed upon or claimed against or incurred by the Port and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, unless exclusively resulting from the Port's negligence or willful misconduct:

- A. act, omission or negligence of the Facility User;
- B. any use, occupation, management or control of the marine terminal facility by the Facility User, whether or not due to the Facility User's own act or omission and whether or not occurring on the marine terminal facility;
- C. any breach, violation or nonperformance of the regulations, rules and terms of this tariff; or
- D. any damage caused by the Facility User on or to the marine terminal facility.

For purposes of this Section, 145.300(a) through (d), "Facility User" shall be deemed to include Facility User and Facility User's respective partners, officers, directors, agents, employees, invitees and/or contractors.

ITEM 145.400 **HIMALAYA CLAUSE**

It is hereby expressly agreed between the Port of Olympia and any Carrier using the Port's facilities that as a condition and in consideration of using those facilities, the Port of Olympia, as well as any and all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the Carriers' obligations under their various Bills of Lading shall be treated as and shall be express beneficiaries of those Bill(s) of Lading. As such, the Port shall have the benefit of all rights, defenses, exemptions from or limitations on liability and immunities of whatsoever nature to which the Carrier(s) are or may be entitled under the provision of any Bill of Lading or by law so that the Port shall not, under any circumstance, be under any liability in either contract or tort greater than that of the Carrier(s) themselves.

ITEM 145.500 **LIMITS OF LIABILITY**

No provision contained in this tariff shall limit or relieve the Port of Olympia from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the Port of Olympia from liability for the Port's own negligence.

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

ITEM 150.000 **RESPONSIBILITY FOR DEMURRAGE AND DELAYS**

ITEM 150.100 **DEMURRAGE – RAILROAD CARS OR VESSELS**

- A. Railroad Cars - The Port shall assume no responsibility for railroad car demurrage caused by delays not reasonably within the Port's control. Demurrage caused by delays arising from strikes, slowdowns or riots of any persons in the employ of the Port or in the services of others shall not be assumed by the Port.
- B. Vessels – The Port shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.

ITEM 150.200 **WAIVER OF CHARGES FOR DELAYS**

Delays in loading, unloading, receiving, delivering or handling of cargo arising from strikes, slowdowns or riots by any persons in the employ of the Port or in the services of others or arising from any other cause shall not entitle owners, consignees, or carriers to waive any terminal charges or expenses.

ITEM 155.000 **RESPONSIBILITY FOR LOSS, DAMAGE AND DELAY OF MERCHANDISE AND CARGO**

ITEM 155.100 **PORT'S RESPONSIBILITY LIMITED**

The Port shall not be responsible for any loss, damage or delay of merchandise or cargo (including but not limited to empty containers), which may arise from any cause beyond its direct authority and control.

Further, the Port, shall not be liable for any loss which results from animals, insects, rodents or vermin; nor from decay, deterioration, evaporation, shrinkage or loss of quantity, quality or value from inherent vice of product; nor from fire, frost, leakage or discharge from fire protective sprinklers, oxidation or rusting; nor from civil disorder, insurrection, riot, strike, slowdown or labor stoppage whether or not agents or the employees of the Port are involved; nor for delay caused by shortage of qualified labor; nor for damage to empty containers resulting from wind, flood, or similar factors; nor for loss caused by Acts of God.

ITEM 155.200 **RESPONSIBILITY DURING FREE TIME PERIOD**

Except as limited by specific provisions in this tariff, liability for loss, damage or delay to merchandise during free time periods as specified in this tariff shall be limited as set forth in the ocean carrier's receipt or bill of lading.

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

ITEM 155.300 **RESPONSIBILITY AS WAREHOUSEMAN**

Except as limited by specific provisions, liability for loss, damage or delay to merchandise while in the care, custody or control of the Port at any time other than the free time periods specified in this tariff shall be that of a warehouseman only.

ITEM 155.400 **VALUATION OF MERCHANDISE FOR CLAIMS PURPOSE**

Any claims against the Port shall be based upon the actual cost of the merchandise plus freight and insurance, if paid. Claims for partial loss or damage of merchandise shall be prorated based upon the weight of the lost or damaged portion versus the entire shipment.

ITEM 160.000 **CLAIMS**

ITEM 160.100 **LOSS OR DAMAGE CLAIMS**

Notice of claim against the Port for loss of or damage to cargo or merchandise, including but not limited to indemnity claims, must be filed with the Port, in writing, within 180 days of the occurrence of the alleged loss of or damage to cargo or merchandise. Commencement of an action shall be within two years of the occurrence of the alleged loss of or damage to cargo or merchandise.

ITEM 160.200 **RECOVERY OF OVERCHARGE CLAIMS**

Claims for recovery of overcharges must be filed in writing with the Port within twelve (12) months following the date of the invoice against which the overcharge is claimed.

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

ITEM 165.000 **SECURITY SERVICE**

- A. When, due to Rules and Regulations of Federal, State or local authorities, the terminal is requested to provide special security service in connection with cargo moving through its facilities, the terminal shall assess the cost of such security service to the carrier handling such cargo.
- B. When special security service is requested by the carrier, shipper or consignee, in connection with cargo being handled at the terminal, the terminal shall assess the cost of such security service to the party requesting the service.
- C. Municipality Security and/or Port Contract Security shall be charged at cost plus fifteen percent (15%) (see [Item 186.000](#)).
- D. Excepting service contracts, the minimum security fee shall be \$650.00 per vessel per twenty-four (24)-hour period. After the first twenty-four (24)-hours, up to two (2) periods of berth occupancy of eight (8)-hours or less will be billed at one-third (1/3) of the full rate (\$216.66) on the final day of occupancy. An additional security fee shall not be assessed when a vessel departs the port within sixty (60) minutes of a subsequent security period.
- E. Military cargo, due to the nature of its purpose and content, may be subject to increased levels of security and thereby additional security charges may be imposed. Charges will be assessed only for actual costs incurred by the Port for services related to the safeguarding and movement of military cargo to and from the Port.

ITEM 170.000 **PAYMENT BY THE PORT OF PACIFIC MARITIME ASSOCIATION (PMA)
TONNAGE ASSESSMENTS**

On barges where the Port acts as the stevedore on the barge, a barge operator may ask the Port to pay their PMA tonnage assessments. The barge operator or customer shall furnish the Port with the revenue tons loaded and discharged upon completion of each operation, for both general cargo and bulk cargo, for each barge that they request the Port pay their tonnage assessments to PMA. The Port will bill the carrier for these assessments as a separate amount in addition to all other published tariff rates and charges.

ITEM 175.000 **U.S. GOVERNMENT CARGO**

Rates and charges assessed by the Port of Olympia for facilities and/or services that are paid directly to the Port by the U.S. government shall be at the current tariff rate.

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

ITEM 180.000 **ELECTRICAL CURRENT RATES**

- A. The charge for electric service includes electric power at the utility company's current tariff rate, use of the power distribution system at the applicable terminal which includes use of portable transformers as available or necessary, common area lighting as well as related administration, services and equipment. These charges are in addition to the charges for other services and equipment listed elsewhere in this tariff.
- B. The Port will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss or damage resulting from any failure or curtailment of electric service not occasioned by its tortious conduct or that of its agents or employees.
- C. Labor Services performed will be billed at tariff labor rates shown in Section 5 (see [Item 195.010](#), Labor Services, for electrical hookup).

ITEM 182.000 **FRESH WATER**

Fresh water will be furnished at tariff rates (see [Item 195.015](#)). Rates include use of couplings, hoses and labor required between 7:00 a.m. and 3:30 p.m. Monday through Friday excluding holidays. Labor for water hooked up and/or disconnected during other hours will be billed at overtime differential rates calculated from labor rates in Section 5, [Item 500.800](#).

ITEM 184.000 **DISPOSAL OF VESSEL'S OILY WASTE, AND GARBAGE**

Vessels requiring discharge of oily waste or garbage, as defined in Annex V of MARPOL 73/78, at the Port of Olympia shall obtain the services of an oily waste or garbage hauler identified by the Port of Olympia that meets all Coast Guard and other Government laws and regulations in effect at the time of the haul. The oily waste or garbage hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such oily waste or garbage hauler.

ITEM 186.000 **MATERIALS, SUPPLIES AND SERVICES**

Materials, supplies and outside services furnished by the Port shall be billed at cost, taxes and freight plus fifteen percent (15%).

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

ITEM 188.000 **RATES FOR CLEANING DOCK AREA**

See [Item 195.025](#) for rates. In addition, disposal costs will be assessed the stevedore firms when they do not clear the dock areas of dunnage, stevedore gear, equipment or material upon completion of loading or discharging of vessel.

ITEM 190.000 **FUEL FLOWAGE FEE**

All diesel or gasoline delivered in bulk via truck to vessels berthed at the Port for the sole purpose of taking on fuel will be assessed a fuel flowage fee. See [Item 195.030](#) for rates. A copy of the fuel receipt showing gallons transferred must be provided to the Port immediately following the fuel transfer or before the vessel departs.

A berth application will be issued upon scheduling the transfer with the Marine Terminal office. Fueling done outside of normal business hours will be reported to security personnel.

All safety procedures regarding fuel transfers must be followed as set by the Port, city, county and/or state.

ITEM 192.000 **SCALE FEE**

See [Item 195.035](#) for rates. A stamped weight ticket will be provided utilizing the self-weigher. An account must be set up in advance with the Marine Terminal office. The weigh fee will be assessed toward each ticket printed, including light weights and axle weights. The terminal does not certify the accuracy of the scale weight on the scale ticket.

ITEM 194.000 **WASH RACK FEE**

The wash rack at the Marine Terminal is available for tenant use. See [Item 195.040](#) for rates. The Port's Maintenance Department MUST be contacted for scheduling the use of the wash rack.

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

<u>ITEM 195.000</u>	<u>MISCELLANEOUS RATES TABLE</u>	<u>RATE</u>
<u>ITEM 195.005</u>	<u>ELECTRICAL CURRENT RATES</u> Refer to Item 180.000 Electricity furnished at actual cost as billed per utility company.	
<u>ITEM 195.010</u>	<u>LABOR SERVICES RATES</u> Refer to Item 180.000(C) Performed in connection with providing electrical current services. This service will be billed based on appropriate labor rates per Section 5.	
<u>ITEM 195.015</u>	<u>FRESH WATER RATES</u> Refer to Item 182.000 Water Consumption: (see Note) First 100 Cubic Feet or fraction thereof Each additional 100 Cubic Feet (per 100 CF) <u>Note:</u> Compute 7-1/2 gallons per cubic foot, or 32 cubic foot per ton; 8-1/3 lbs per gallon, or 62.4 lbs per cubic feet. <u>Electrical Service</u> Refer to Item 180.000	\$150.00 \$4.00
<u>ITEM 195.020</u>	<u>DUNNAGE RATES</u> All dunnage provided will be furnished as per Item 186.000 at cost plus fifteen percent (15%). Scrap dunnage provided from our inventory (not supported by receipts) to truck driver, per truck.....	\$75.00
<u>ITEM 195.025</u>	<u>DOCK AREA CLEANING SERVICES RATES</u> Refer to Item 188.000 This service will be based on labor and equipment rates per Sections 5 and 6.	
<u>ITEM 195.030</u>	<u>FUEL FLOWAGE FEE RATES</u> Refer to Item 190.000 Per gallon for up to 6,000 gallons A flat rate for 6,001 gallons or more of fuel transferred at one time.....	\$0.05 \$300.00
<u>ITEM 195.035</u>	<u>SCALE FEE RATES</u> Refer to Item 192.000 Fee for weighing trucks at the Port's gatehouse, per weighing....	\$7.00
<u>ITEM 195.040</u>	<u>WASH RACK FEE RATES</u> Refer to Item 194.000 Per machine	\$75.00

SECTION 1 **GENERAL RULES AND MISCELLANEOUS RATES**

ITEM 199.000 **VESSEL BERTH RESERVATION**

See [Items 199.500](#), [199.600](#) and [199.700](#) for Vessel Berth Reservation Forms.

ITEM 199.100 **VESSEL BERTHING RULES**

See [Items 235.000](#), [240.000](#) and [245.000](#).

ITEM 199.200 **VESSEL BERTHING RULES - APPLICATION FOR VESSEL BERTH RESERVATION**

Application for Vessel Berth Reservation shall be prepared and submitted to the Port no less than six (6) days prior to estimated vessel arrival. No vessel will be permitted to berth at a wharf or terminal without a prior berth assignment being granted by the Port. Forms may be obtained from the Port of Olympia and/or see [Items 199.500](#), [199.600](#) and [199.700](#).

ITEM 199.300 **VESSEL BERTHING RULES - VESSELS REQUIRED TO WORK CONTINUOUSLY**

When a vessel is on berth and another vessel is waiting for that berth, the berthed vessel is required to work continuously at its own expense until loading and discharge are complete; after which it will promptly vacate its berth. Any vessel refusing to work continuously when requested by the Port shall vacate the berth.

ITEM 199.500

PORT OF OLYMPIA

606 Columbia Street NW Suite 300, Olympia, Washington 98501

APPLICATION FOR VESSEL BERTH RESERVATION

(See Notes and Conditions)

Reservation of a Berth is Requested at the Port of Olympia

				Date
Vessel	Voyage No.	Length Over All	ETA	ETD
Vessel Owner/Line		Berth Desired		
Vessel Charterer				
To Load (Commodity Type and Amount/No. of Containers)		To Discharge (Commodity Type and Amount/No. of Containers)		
Terms of Affreightment		Terms of Affreightment		
Agency Firm		Authorized Individual		

NOTES AND CONDITIONS

Application for reservation of vessel berth and vessel berthing is subject to Regulations, Rules and Terms of the Port tariff and to the timely filing of the Statement of Financial Responsibility provided and incorporated herewith as Supplement to this Application for Vessel Berth Reservation.

FOR PORT USE ONLY

Application Received By:	Time/Date:
Application Approved By:	Time/Date:
Berth Assigned:	Vessel ETA:
Special Crane or Cargo Handling Equipment Required:	

ITEM 199.600

PORT OF OLYMPIA
 606 Columbia Street NW Suite 300, Olympia, Washington 98501
SUPPLEMENT TO APPLICATION FOR VESSEL BERTH RESERVATION

				Date
Vessel	Voyage No.	Length Over All	ETA	ETD
Vessel Owner/Line		Berth Desired		
Vessel Charterer				
To Load (Commodity Type and Amount/No. of Containers)		To Discharge (Commodity Type and Amount/No. of Containers)		
Terms of Affreightment		Terms of Affreightment		
Agency Firm		Authorized Individual		

Note: Separate submissions of this document are required when the vessel affreightment for part of the cargo differs from the terms of the affreightment for any other part of the cargo.

Category of Port Charges	Party Responsible for Payment	Estimated Dollar Amount	Send Invoice To:
1. Dockage			
2. Wharfage			
3. Service and Facility Charge			
4. Overtime Differential			
5. Container Throughput			
6. Gate/Yard/Customs Exam Container Move			
7. Stuffing/Unstuffing/Transloading			
8. Barge Loading and Unloading			
9. Vessel and Yard Container Rehandling			
10. Standby and/or Dearthime			
11. Man-Hour/Equipment Rental			
12. Rail/Truck Loading/Unloading			
13. Misc. (Water, etc.)			
14. Security Fees			
15. Line Handling			

Total Estimated Charges: \$ _____

Pursuant to the instructions set forth in Conditions of Berth Reservation, the undersigned hereby seeks the arrangement of berthing facilities on behalf of the above-named vessel, and attests to the accuracy of the information provided to the extent set forth in Paragraph C of Conditions of Vessel Berth Reservation.

Date:	(Berth Agent)	(As Agent Only)
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Acceptance of Financial Responsibility for Payment

In connection with the Application for Vessel Berth Reservations dated _____, 20____, the undersigned hereby accepts responsibility, on its own behalf, for payment of the port charges listed under the line items as designated below which correspond with those designated in the above Supplement to Application for Vessel Berth Reservation, in a maximum amount not to exceed 125 percent (125%) of the aggregate estimated dollar amount shown above for the relevant line items, or 125 percent (125%) of such other sum as the Port, after review and revision of such estimates, has provided to the undersigned in writing, in which latter case a copy of such writing is physically attached hereto.

Category of Port Charges Line item(s) No.	For Port/Dock Operator Use
(Name of Company) _____	(Authorized Signature) _____
Category of Port Charges Line item(s) No.	
(Name of Company) _____	(Authorized Signature) _____
Category of Port Charges Line item(s) No.	
(Name of Company) _____	(Authorized Signature) _____

Note: Pursuant to Port of Olympia Tariff [Item No. 199.000](#), in all instances where the "Party Responsible for Payment" listed above has not established credit worthiness with the Port and where responsibility for port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.

ITEM 199.700

**PORT OF OLYMPIA
CONDITIONS OF VESSEL BERTH RESERVATION**

In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies, Inc., et al v. Port of Anacortes, et al, and Tariff [Item 199.000](#) in the Port of Olympia Terminal Tariff No. 11, all applications for Vessel Berth Reservation shall be made in the form specified by the Port, and will require the timely filing of the financial responsibility information shown on the Supplement To Application for Vessel Berth Reservation, completed in accordance with and otherwise governed by, the terms and conditions set forth below:

1. Except where and to the extent waived pursuant to paragraph B below, terms of payment for all acceptable Port charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port, six (6) days prior to the vessel's scheduled arrival, or at such other time as may be authorized or directed by the Port, but in all cases in advance of actual services rendered. In any case in which a cash deposit has been posted, any excess thereof, after satisfaction of all applicable port charges, shall be promptly refunded by the Port to the party posting same.
2. The Port may waive the requirement of cash in advance as to all or any category or categories of its anticipated port charges when the party responsible for such charges has been identified by the berthing agent to the satisfaction of the Port, and:
 1. That party responsible has established credit worthiness acceptable to the Port; or
 2. Adequate security, acceptable to the Port, in an amount equal to 125% of the applicable estimated port charges, has been posted; or
 3. The agent requesting the berth, or another entity, in each case acceptable to the Port as credit worthy, has personally accepted financial responsibility for the applicable charges.
3. The vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as part of the berth reservation process, provide to the extent of his knowledge all information called for on the Supplement to Application for Vessel Berth Reservation respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges, as enumerated, and party responsible for thereof. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to the Port for any financial loss suffered by the Port as a result of the agent's failure so to report accurately.
4. Should the berthing agent, subsequent to submission of this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, as if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.
5. All estimates of port charges are subject to approval and/or adjustment by the Port.
6. The Port shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
- G. In addition to the terms for berth reservation and establishment of financial responsibility set forth herein, requests for berth reservations and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

SECTION 2 **DOCKAGE RULES AND DOCKAGE RATES**

ITEM 200.000 **DOCKAGE - DEFINITION**

The charge assessed against the vessel for berthing at a wharf, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

ITEM 205.000 **BASIS FOR ESTABLISHING THE VESSEL'S LENGTH**

Dockage charges shall be based upon the vessel's length overall as published in "Lloyd's Register of Ships." Length overall shall be construed to mean the linear distance, expressed in meters or feet, from the most forward point of the bow to the aftermost point on the stern of the vessel, measured parallel to the baseline of the vessel. If the length overall of the vessel does not appear in "Lloyd's Register of Ships," the Port may obtain the length overall from the "Vessel's Register," or measure the vessel.

ITEM 210.000 **DOCKAGE PERIOD**

Refers to any twenty-four (24)-hour period or portion thereof in which a vessel is docked at the Ports facilities. -- **How Calculated** - The period of time upon which dockage will be assessed shall commence when the first line is made fast to a wharf pier, seawall, slip, or other mooring facility or when a vessel is made fast to a vessel so berthed; or when a vessel comes within, or moors within, a slip; and shall continue until such vessel is completely free (last line free) from and has vacated such berth or slip. No deductions will be allowed for Saturdays, Sundays, or because of weather or other conditions. After the first period of twenty-four (24) hours, any period of berth occupancy of twelve (12) hours or less will be billed at one-half (1/2) of that day's rate. An additional dockage period shall not be assessed when a vessel departs from the port within sixty (60) minutes of a subsequent dockage period after the first full period.

ITEM 215.000 **CHARGE ON VESSEL SHIFTING**

When a vessel is shifted directly from one wharf (berth) to another wharf (berth) operated by the Port, the total time at such berths will be considered together in computing the dockage charge.

ITEM 220.000 **OCEAN-GOING BARGES**

Ocean-Going Barges will be assessed dockage at seventy-five percent (75%) of the published tariff rate based on twenty-four (24)-hour periods only. Barges may be permitted to moor idle at lay status, as described in [Item 225.000](#) at the rate of fifty percent (50%) of the full dockage rate.

SECTION 2 DOCKAGE RULES AND DOCKAGE RATES

ITEM 225.000 DOCKAGE CHARGE – VESSELS ON LAY STATUS

Dockage Charge - Vessels On Lay Status, which is defined as waiting for a berth to discharge and/or load cargo, may be permitted to moor at idle port marine terminal berths when such berths are available. Lay status must be submitted by agent to the Marine Terminal office prior to vessel arrival on berth. If the Port of Olympia does not grant approval, dockage will be applied at the full dockage rates. Lay status MAY be granted when berths are available and at the discretion of the Port's Marine Terminal Director. Upon vessel's departure from berth, Agent will submit Vessel Activity Report, Supercargo Report, or other official documentation describing activity of loading/discharge pertinent to vessel stay, to Marine Terminal office to aid in application of lay status. Lay status shall end two (2) hours prior to the first working shift. Lay status rates for vessels are calculated at twenty-five percent (25%) of the dockage rate per twenty-four (24) hour period or fraction thereof.

ITEM 230.000 DOCKAGE CHARGE – TUG BOATS ON LAY STATUS

Dockage Charge - Tug Boats On Lay Status, which is defined as waiting for a berth to discharge and/or load cargo, take on provisions, or make repairs, may be permitted to moor at idle Port marine terminal berths when such berths are available. Lay status may be granted with a written request to the Port and written permission from the Port prior to the idle period. Lay status MAY be granted when berths are available and at the discretion of the Marine Terminal Director. Tug Boats that are granted lay status will be charged at fifty percent (50%) of the full dockage rate per twenty-four (24) hours period or fraction thereof (see [Item 225.000](#)).

ITEM 235.000 BERTH ASSIGNMENTS

Berth Assignments will be issued at the sole discretion of the Port to the owners, agents or operators of vessels for use of a specific berth by a specific vessel. Preferential use of berths and cranes is available to ocean carriers through contractual arrangements with the Port and take precedence over all other berth assignments (see [Item 245.000](#)).

ITEM 240.000 VESSELS REQUIRED TO OBTAIN BERTH ASSIGNMENTS

No vessel will be permitted to berth at a wharf or terminal facility of the Port without a prior berth assignment being granted by the Port. Applications for berth assignments must be made as far in advance of the arrival of vessel as possible and must specify arrival and departure dates and the nature and quantity of the cargo to be loaded or discharged. See [Item 199.000](#) for the Application for Vessel Berth Reservation Form.

SECTION 2 **DOCKAGE RULES AND DOCKAGE RATES**

ITEM 245.000 **VESSELS REQUIRED TO VACATE BERTHS**

The Port reserves the right to order a vessel to shift its position at a wharf, to change berths or to vacate a berth when:

- A. Another vessel is waiting for the berth and the vessel currently at berth is not engaged in loading or discharging cargo.
- B. Occupying a berth beyond the time limitation named in the assignment permit.
- C. A vessel holding an agreement granting the preferential use at that berth at that time presents itself at the berth.

Any vessel refusing or failing to shift, change berth, or vacate berth at request of the Port may be shifted or moved by the Port by means of a tug or otherwise, with all expenses incurred and all risk of damage for the account of such vessel.

ITEM 250.000 **RAFTS, BARGES, SCOWS OR RIVER CRAFT**

Rafts, Barges, Scows Or River craft may not be moored to wharves or piers or tied up to any vessel berthed without express permission of the Port.

ITEM 255.000 **DOCKAGE RATES FOR FISHING VESSELS**

Fishing vessels actively working (loading/unloading cargo) will be assessed full dockage as provided in the dockage rate table in this section. Vessels on lay status will be assessed dockage as described in [Item 225.000](#). Note that longshore labor and equipment rates may apply depending upon work that is being performed.

ITEM 260.000 **DOCKAGE RATES FOR PLEASURE CRAFT**

Sailboats and other pleasure crafts that are in port to load or unload vessel stores by hand or work on sails or other equipment will be assessed a layberth dockage as described in [Item 225.000](#). Note that longshore labor and equipment rates may apply depending upon work that is being performed.

SECTION 2 DOCKAGE RULES AND DOCKAGE RATES

ITEM 270.000 DOCKAGE RATES

Dockage rates will be assessed as follows:
Rates in dollars per 24-hour period or fraction thereof

<u>Length-Over-All</u>		<u>Length-Over-All</u>		<u>Charge Per</u>
<u>In Meters</u>		<u>In Feet</u>		<u>24-Hour Day</u>
<u>Over</u>	<u>Not Over</u>	<u>Over</u>	<u>Not Over</u>	
0	30	0	100	\$226
30	46	100	150	\$330
46	61	150	200	\$441
61	76	200	250	\$1,038
76	107	250	350	\$1,503
107	114	350	375	\$1,871
114	122	375	400	\$2,057
122	130	400	425	\$2,281
130	137	425	450	\$2,540
137	145	450	475	\$2,734
145	152	475	500	\$3,000
152	160	500	525	\$3,403
160	168	525	550	\$3,670
168	175	550	575	\$3,978
175	183	575	600	\$4,401
183	191	600	625	\$5,038
191	198	625	650	\$5,868
198	206	650	675	\$6,675
206	213	675	700	\$7,534
213	221	700	725	\$8,723
221	229	725	750	\$9,982
229	236	750	775	\$11,324
236	244	775	800	\$12,714
244	259	800	850	\$14,598
259	274	850	900	\$16,614
274	290	900	950	\$18,720
290	-	950	-	See Note

Note: For vessels exceeding 950 feet (290 meters), add \$853.00 per 50 feet (15.24 meters) or portion thereof of length-overall.

SECTION 3 **BREAKBULK CARGO RULES AND BREAKBULK CARGO RATES**

ITEM 300.000 **SERVICE AND FACILITIES CHARGE**

Service and facilities charges are assessed against ocean vessels, their owners, or operators for the use of terminal working areas that are used in the receipt and delivery of cargo to and from vessels. These charges are also assessed for services provided in connection with the transfer of cargo related to receipt, delivery, checking, care, custody and control. Rates apply to services performed between 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays. For tariff rates assessed during other hours, see Section 5.

- A. Transfer of cargo includes container movement from vessels to consignees, or connecting carriers, as well as transfer of cargo from shippers, or connecting carriers, to vessels.
- B. These services will not be billed when the service and facilities charge has already been included in wharfage, dockage, or any other individual tariff rates.
- C. No persons other than those authorized by the Port will be permitted to perform these services.
- D. Service and facilities charges do not include labor expended for cargo handling, loading, unloading operations, or any labor beyond that which is essential to performing the service.
- E. The service and facilities charges will be assessed at the rates in effect on the arrival date.
- F. Checking services include counting and verification of cargo against appropriate shipping documents. This service will be billed to the account of the cargo, the vessel, or other person requesting the service. Checking will not include grading, scaling, surveying, weighing, marking, segregating, sampling or supplying any information that cannot be obtained by visual inspection of the package, case or container.
- G. RESPONSIBILITY LIMITED - In performing the service of checking, the Port will not accept responsibility for concealed damage or for the condition of contents in packages, cases, or other containers whether or not receipts issued so state.
- H. Cargo received from an inland carrier that is not delivered to a vessel, but instead is delivered to an inland truck, rail, or barge carrier, will be assessed the Service & Facilities Charge.
- I. Should individual piece count of the contents be required, rates for less than one metric ton (M/T) shall apply.
- J. For the purpose of applying Service and Facilities rates on unitized cargo, the weight per unit shall be determined by dividing the weight by the number of units when on the ocean bill of lading.

SECTION 3 **BREAKBULK CARGO RULES AND BREAKBULK CARGO RATES**

ITEM 305.000 **HANDLING**

Handling charges include, but are not limited to, charges against vessels, their owners, or operators for the service of moving cargo from the end of the ship's tackle on the wharf to point of rest on the wharf, or from point of rest on the wharf, to within the reach of the ship's tackle on the wharf. It includes ordinary sorting to bill of lading and breaking down and stacking on the wharf. If a commodity handling rate is not stated, the NOS handling rate will apply. When cargo is discharged not sorted to bill of lading, requires sorting, or when pre-slung cargo contains multiple bills of lading, charges for sorting will be made at labor and equipment rates as per Section 5, Labor Rules and Labor Rates and Section 6, Equipment Rules and Rates (see Note).

Note: Differs from definition issued in 46 Code of Federal Regulations, Part 525.

ITEM 310.000 **WHARFAGE**

See [Item 110.200](#) for Wharfage definition.

ITEM 310.100 **BASIS FOR ASSESSING WHARFAGE ON BREAKBULK CARGO**

Wharfage is considered earned and is assessed irrespective of whether the cargo is loaded to a vessel. Wharfage rates are based upon the commodity description and classification as described in the vessel manifest. Rates are per metric ton unless otherwise stated in individual tariff items. When the wharfage rate unit of measure is expressed in either cubic meters (C/M) or metric ton (M/T), the charge will be made on the unit of measure that is manifested by the vessel. However, if cargo is manifested on a unit basis, the wharfage will be billed on weight or measurement, whichever creates the greater revenue.

ITEM 310.200 **WHARFAGE ASSESSED AGAINST OVERSIDE VESSEL OPERATIONS**

Cargo discharged or loaded overside a vessel directly to or from another vessel, barge, raft, or the water, while the vessel is berthed or moored in a wharf slip, will be assessed wharfage at one-half (1/2) the normal wharfage rates. This rule will not apply in cases when any other specific "overside" tariff rate is applicable.

ITEM 310.300 **WHARFAGE EXCEPTIONS**

Ship's stores, repair materials, and supplies, when intended for a vessel's own use, will be exempt from assessment of wharfage unless Port employees are required to receive and account for such supplies or stores on the wharf.

SECTION 3 **BREAKBULK CARGO RULES AND BREAKBULK CARGO RATES**

ITEM 310.400 **WHARFAGE ON DUNNAGE, LINING LUMBER AND FUEL**

Dunnage for use in stowing cargo not loaded at Port wharves, lining lumber used in lining vessels for shipment of bulk commodities (as distinguished from dunnage lumber used in ordinary stowage), and fuel processed over the wharves are subject to wharfage and other appropriate charges.

ITEM 310.500 **WHARFAGE MINIMUM CHARGE**

The minimum wharfage charge for any single bill of lading is \$25.00.

ITEM 315.000 **RAILCAR LOADING AND UNLOADING**

The Port provides the service of loading or unloading railroad cars. These services include sorting, breaking down from piles and piling.

ITEM 320.000 **RAILCAR BLOCKING**

Railcar loading does not include blocking and bracing. These services will be billed on a time and equipment basis at tariff rates for labor in Section 5 and equipment rental rates in Section 6. Materials used will be billed at cost plus fifteen percent (15 %).

ITEM 325.000 **CONTROL OF TRACKS**

The control of tracks within the Port terminals is the responsibility of the Marine Terminal Director.

ITEM 330.000 **LOADING AND UNLOADING CARGO ON PLATFORMS, LIFT BOARDS, ETC.**

Charges will be made when these services are provided for the convenience of steamship companies, stevedore companies or others. Charges are made for cargo in railcars that are loaded or unloaded on platforms, skids, lift boards, trucks, or other devices. For handling cargo to or from a vessel, an additional charge based on Labor rates in Section 5 and Equipment Rental Rates as shown in Section 6 will be assessed against the parties requesting the services.

SECTION 3 **BREAKBULK CARGO RULES AND BREAKBULK CARGO RATES**

ITEM 335.000 **SERVICES CONDITIONAL**

The Port reserves the right to refuse to perform services in connection with processing of cargo owned by, consigned to, or received from, persons, firms, or corporations who are involved in strikes or labor disputes. Refusal by the Port to complete such services does not entitle owners, shippers, consignees or carriers of such cargo to waiver any charges or costs incurred. Also, the Port is not liable for any claim(s) for damages arising out of its refusal (see [Items 150.000](#), [155.000](#), and [160.000](#)). Should these services be performed by the Port, its employees or agents, and completion of the service is delayed or hindered by picketing, by a labor "slowdown" or by similar circumstances, all charges and costs associated with the service will be nonetheless assessed according to the rates, regulations and rules of this Tariff.

ITEM 340.000 **SUBSORTING**

When sorting beyond bill of lading mark is required, additional man-hour and equipment charges will apply as per Section 5, Labor Rules and Labor Rates and Section 6, Equipment Rules and Equipment Rates, respectively.

ITEM 345.000 **SORTING LUMBER**

Lumber received by the Port will be sorted by mark or length as requested by the steamship line. When a mark must be retrieved from the pile prior to vessel loading, the service performed will be billed at labor and equipment rental rates shown in Section 5, Labor Rules and Labor Rates and Section 6, Equipment Rules and Equipment Rates, respectively.

ITEM 350.000 **TRUCK LOADING AND UNLOADING DEFINITION AND CONDITIONS**

Truck loading and unloading refers to the service of loading or unloading cargo into highway trucks or trailers.
Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port of Olympia accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

SECTION 3 **BREAKBULK CARGO RULES AND BREAKBULK CARGO RATES**

ITEM 350.100 **DIRECT TRANSFER BETWEEN TRUCKS AND VESSELS**

When permitted by the ocean carrier, a direct transfer operation may be permitted between vessel and open-top motorized equipment. Unless otherwise specified, cargo handled in this manner will not be assessed loading or unloading charges. However, charges for cleaning, dunnage, blocking or unblocking vehicles will be assessed. The Port will not be responsible for overloading or improper loading of vehicles. In addition, the Port will not be responsible for the count, condition, or out turn of cargo when it is handled by direct transfer.

ITEM 350.200 **APPLICATION OF RATES FOR TRUCK LOADING AND UNLOADING**

- A. Truck loading and unloading rates apply when the Port performs the service and when cargo is tendered in loads that can be routinely handled by forklift equipment. Rates apply to services performed between 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays. For tariff rates assessed during other hours, see Section 5, Labor Rules and Labor Rates and Section 6, Equipment Rules and Equipment Rates. Truck loading or unloading rates will be assessed at a minimum of one-half (1/2)-hour time.
- B. When arrangements are made with the Port in advance, truck loading or unloading services may be performed on a daily basis, with forklift equipment rental rates specified in Section 6 and labor rates in Section 5.
- C. If truck loading or unloading services or pallet holding assistance are required for non-unitized cargo, services will be billed at tariff labor rates in Section 5 and equipment rental rates in Section 6.
- D. If the dimensions, weight or nature of the cargo tendered for truck loading or unloading necessitates use of equipment other than normally available lift trucks, the service will be billed at tariff labor rates in Section 5 and equipment rental rates in Section 6.

ITEM 355.000 **LABOR AND EQUIPMENT**

When rates for labor and equipment are not otherwise specified in this tariff, labor rates in Section 5 and equipment rates in Section 6 will apply. Unless approved by the Marine Terminal Director, a minimum of eight (8) trucks or (useable) railcars is required per shift for loading/unloading. Advanced notice is required.

ITEM 360.000 **SMALL LOT FEE**

A charge of \$120.00 per Ocean Bill of Lading (OBL) will be assessed against inbound wood products, iron and steel for OBL's of less than twenty (20) metric tons.

ITEM 365.000 **ENVIRONMENTAL STORMWATER FACILITY CHARGE**

The environmental stormwater facility charge is for the treatment of stormwater runoff impacted by in-transit cargo at the Port of Olympia in order to meet Washington state ecology standards. The in-transit monthly rates are as follows:

- A. Logs \$3.59 per 1,000 cubic feet of in-transit cargo.
- B. Bulk and other breakbulk \$0.50 per metric ton of in-transit cargo.

SECTION 3 **BREAKBULK CARGO RULES AND BREAKBULK CARGO RATES**

Commodity	Wharfage	Handling	S&F	Railcar Loading & Unloading	Truck Loading & Unloading
<u>ITEM 395.000</u> Boats, Buildings, Buses, Mobile or Motor Homes, or Trailers	\$11.24/LF To/From Dock \$5.62/LF Overside	\$12.35/LF	\$8.07/LF To/From Dock \$3.21/LF Overside	See Item 355.000	See Item 355.000
<u>ITEM 395.005</u> Commodities Unitized in Jumbo Bags (See Note) <u>Note:</u> Jumbo bags are defined as pallet-sized unit bags equipped with top lifting capability.	\$10.04/MT	\$22.54/MT	\$7.90/MT	See Item 355.000	See Item 355.000
<u>ITEM 395.010</u> Liquid Bulks	\$5.63/ST Direct Transfer \$2.81/ST Overside		\$2.04/ST Direct Transfer \$0.63/ST Overside		

SECTION 3 **BREAKBULK CARGO RULES AND BREAKBULK CARGO RATES**

Commodity	Wharfage	Handling	S&F	Railcar Loading & Unloading	Truck Loading & Unloading
<p><u>ITEM 395.015</u></p> <p>Logs (Scribner Scale) (See Notes 1 and 2)</p> <p><u>Note 1:</u> Subject to Small Lot Fee Item 360.000.</p> <p><u>Note 2:</u> Dock cleanup of bark debris will be quoted by the Marine Terminal Director.</p> <p><u>Note 3:</u> Applies to ST Mon-Fri work shifts. For OT shifts, contact the Marine Terminal Director for OT differentials, if applicable.</p>	\$11.71/MBF	\$12.89/MBF See Note 3	\$8.76/MBF	See Item 355.000	See Item 355.000
<p><u>ITEM 395.020</u></p> <p>Lumber (See Notes 1 and 2)</p> <p><u>Note 1:</u> Subject to Small Lot Fee Item 360.000.</p> <p><u>Note 2:</u> Charges for truck unloading of lumber will be assessed to the shipper/exporter.</p>	\$9.45/MBF	\$10.39/MBF	\$9.49/MBF	See Item 355.000	See Item 355.000

SECTION 3 **BREAKBULK CARGO RULES AND BREAKBULK CARGO RATES**

Commodity	Wharfage	Handling	S&F	Railcar Loading & Unloading	Truck Loading & Unloading
<p><u>ITEM 395.025</u></p> <p>Machinery or Machines, Rubber-Tired or Threaded, NOS Including construction, road-making, truck tractors, mining, farm and military or government vehicles or equipment.</p> <p>Weight up to 23 MT each</p> <p>Roll On or Off (See Note)</p> <p>Note: See Item 300.000(I) and 300.000(J).</p>	\$14.85/MT	\$6.42/MT	\$29.33/MT	See Item 355.000	See Item 355.000
<p><u>ITEM 395.030</u></p> <p>Machinery or Machines, Rubber-Tired or Threaded, NOS Including construction, road-making, truck tractors, mining, farm and military or government vehicles or equipment.</p> <p>Weight up to 23 MT each</p> <p>Lift On or Off (See Note)</p> <p>Note: See Item 300.000(I) and 300.000(J).</p>	\$14.85/MT	\$20.66/MT	\$19.14/MT	See Item 355.000	See Item 355.000

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SECTION 3 **BREAKBULK CARGO RULES AND BREAKBULK CARGO RATES**

Commodity	Wharfage	Handling	S&F	Railcar Loading & Unloading	Truck Loading & Unloading
<p><u>ITEM 395.035</u></p> <p>Metal Products Includes steel, aluminum, copper, lead, nickel and zinc (See Notes 1 and 2)</p> <p>In coils, pipe, ingots, pigs, reels, slabs, sows or T-Bars</p> <p><u>Note 1:</u> See Item 300.000(I) and 300.000(J).</p> <p><u>Note 2:</u> Subject to Small Lot Fee Item 360.000.</p>	\$12.30/MT	\$15.06/MT	\$13.11/MT	See Item 355.000	See Item 355.000
<p><u>ITEM 395.040</u></p> <p>Metal Products NOS (See Notes 1 and 2)</p> <p><u>Note 1:</u> See Item 300.000(I) and 300.000(J).</p> <p><u>Note 2:</u> Subject to Small Lot Fee Item 360.000.</p>	\$12.28/MT	\$10.74/MT	\$40.96/MT	See Item 355.000	See Item 355.000

SECTION 3 **BREAKBULK CARGO RULES AND BREAKBULK CARGO RATES**

Commodity	Wharfage	Handling	S&F	Railcar Loading & Unloading	Truck Loading & Unloading
<p><u>ITEM 395.045</u></p> <p>Plasterboard, sheetrock, and wallboard (When tendered in unit loads permitting fully mechanized loading/unloading)</p>	\$10.20/MT	\$11.22/MT	\$15.51/MT	See Item 355.000	See Item 355.000
<p><u>ITEM 395.050</u></p> <p>Plywood (And similar products when packaged and handled similar to plywood) (See Note)</p> <p>Note: Subject to Small Lot Fee Item 360.000.</p>	\$8.43/MT	\$16.54/MT	\$15.51/MT	See Item 355.000	See Item 355.000
<p><u>ITEM 395.055</u></p> <p>Pulp, Paper or Wood (See Note)</p> <p>Note: Subject to Small Lot Fee Item 360.000.</p>	\$7.24/MT	\$23.48/MT	\$9.75/MT	See Item 355.000	See Item 355.000
<p><u>ITEM 395.060</u></p> <p>Household Goods and Personal Effects (Not for resale and shipped in vanpacs)</p>	\$14.76/Unit	\$16.23/Unit	\$13.11/Unit	See Item 355.000	See Item 355.000
<p><u>ITEM 395.065</u></p> <p>Vehicles, New (Automobiles and pickup trucks)</p>	\$14.09/Unit		\$45.22/Unit	See Item 355.000	See Item 355.000

SECTION 3 **BREAKBULK CARGO RULES AND BREAKBULK CARGO RATES**

Commodity	Wharfage	Handling	S&F	Railcar Loading & Unloading	Truck Loading & Unloading
<u>ITEM 395.070</u>					
Cargo NOS (See Note) Note: See Item 300.000(I) and 300.000(J) .	\$14.86/MT	\$58.90/MT	\$45.43/MT	See Item 355.000	See Item 355.000

SECTION 4 **CONTAINER CARGO RULES AND CONTAINER CARGO RATES**

ITEM 400.000 **GENERAL DEFINITIONS FOR CONTAINER CARGO**

ITEM 400.100 **CONTAINERS**

Containers are a single, rigid, intermodal, non-disposable dry cargo, insulated, flat rack, liquid tank, refrigerated or open-top container, demountable without wheels or chassis attached, furnished or approved by the vessel for transportation of containerized cargo aboard its vessel. Containers have construction, fittings and fastenings compatible with lift beams and able to withstand, without permanent distortion, all of the stresses that may be applied by container lifting and handling equipment.

ITEM 400.200 **TRICONS AND QUADCONS**

Containers less than twenty (20) feet in length, such as tricons and quadcons, shall be considered as twenty (20) foot containers for the determination of rates.

ITEM 400.300 **CONTAINERIZED CARGO**

Containerized Cargo is any cargo that is shipped in ocean marine containers.

ITEM 400.400 **CONTAINER YARD**

Container Yard (CY) is the location designated within the marine container terminal where containers in transit between vessel and inland carrier are temporarily held or assembled; and loaded or empty containers are received from or delivered to inland carriers.

ITEM 400.500 **CONTAINER FREIGHT STATION**

Container Freight Station (CFS) is the location(s) designated by the vessel for the receiving and delivery of shipments and vaning/devanning cargo to/from containers.

ITEM 400.600 **VESSEL REHANDLING**

Vessel rehandling is separate from and in addition to vessel throughput. It applies to containers that do not transit the Container Yard (CY) and are not billed as throughput.

The single movement of a container from a vessel slot or cell to another position in stowage on the same vessel and voyage is classified as vessel rehandling.

The movement of a container from cell to dock or deck and then later to cell on the same vessel and voyage is a separate move different and distinct from a cell to cell operation as stated above.

SECTION 4 **CONTAINER CARGO RULES AND CONTAINER CARGO RATES**

ITEM 400.700 **YARD REHANDLING**

Yard rehandling is defined as extra movement of containers within the container facility. These rehandles include sorting, extra stacking or unstacking, extra movement to or from chassis, and extra movements to or from holding locations. The tariff for rehandling applies each time an extra movement is required to provide whatever services are requested by the customer. The rehandle rate is stated in [Item 495.015](#).

ITEM 400.800 **GATE INS AND OUTS**

This service refers to receipt or delivery of containers at the gate, including checking, weighing, care, custody and control of intact containers required in the transfer of containers between container yard and shippers, consignees, their agents or connecting carriers.

ITEM 400.900 **TRANSSHIPPED**

This service refers to containers that are discharged from one vessel and loaded to another vessel of the same steamship line at the same terminal.

ITEM 400.950 **ROLLED CONTAINER**

A container is considered rolled if the booking changes from one vessel to another (or from one Port to another) once the container is received into the yard. The Rolled Container Fee will apply for all rolled containers, whether or not the container is moved. The Rolled Container rate is stated in [Item 495.025](#). Charges are assessed against the booking carrier.

SECTION 4 **CONTAINER CARGO RULES AND CONTAINER CARGO RATES**

ITEM 405.000 **WHARFAGE ON CONTAINER CARGO**

ITEM 405.100 **DEFINITION – WHARFAGE ON CONTAINER CARGO**

See [Item 110.200](#).

ITEM 405.200 **WHARFAGE ASSESSMENT ON CONTAINER CARGO**

Wharfage on container cargo will be assessed subject to the following provisions in [Items 405.300](#), [405.400](#) and [405.500](#):

ITEM 405.300 **BASIS FOR WHARFAGE ON CONTAINER CARGO**

- A. Wharfage shall be considered earned and will be assessed whether or not the cargo is eventually loaded to a vessel.
- B. Wharfage rates will be based on the commodity description and classification as described in the vessel manifest.
- C. Partial container loads will be assessed at the full container wharfage rate.
- D. Wharfage for container sizes not shown will be assessed at the next higher container size shown.
- E. Cargo shall be considered containerized cargo for wharfage purposes if at any time during its transport across Port facilities the cargo is within a container.

ITEM 405.400 **WHARFAGE CHARGE ON OVERLOADED CONTAINERS**

Overloaded containers that are removed from the Port for partial unloading and then returned to the Port shall be assessed a single wharfage charge on that cargo shipped.

ITEM 405.500 **CONTAINER WHARFAGE EXCEPTIONS**

Ship's stores, fuel handled overside to a vessel and repair materials and supplies, when intended for a vessel's own use, will be exempt from assessment of container wharfage unless Port employees are required to receive for such supplies or stores on the wharf.

ITEM 410.000 **SERVICES PERFORMED ON FIRST SHIFT BASIS**

Unless otherwise specified, the rates in this section shall be performed during the first (1st) shift straight-time (ST) period. Overtime (OT) and shift differentials apply to working different shift combinations per Section 5 Labor Rules and Rates.

SECTION 4 **CONTAINER CARGO RULES AND CONTAINER CARGO RATES**

ITEM 415.000 **VANNING OR DE-VANNING CONTAINERS**

Defined also as stuffing/unstuffing or loading/unloading containers.

ITEM 420.000 **DATA PROVIDED TO THE PORT**

In addition to other references in this Tariff, the vessel, through its employees, agents and customs brokers, shall give the Port of Olympia all available information required for the efficient conduct of throughput and other services and functions. The Port will provide vessels working or scheduled to work at the terminal all usual and necessary information required by the vessel for the conduct of its operations. Of particular importance, the vessel is requested to furnish the following:

1. For Import: Vessel Manifest, five (5) days prior to arrival
2. For Export: Vessel Manifest, within five (5) days of departure
3. Dangerous Cargo List: Prior to ship or cargo's arrival. Must have local fire department approval prior to acceptance.
4. Reefer Container List: Prior to ship or cargo's arrival.
5. Vessel Line Up and Vanning Instructions for Exports.

All shipments handled under provisions in this Section must be booked with ocean carrier prior to delivery to the Port, and such booking must be made sufficiently in advance to permit services to be accomplished during the regular working day and/or allow time for labor to be dispatched for a future shift.

Unless instructed otherwise in writing, all services under this Section are performed as an agent of the ocean carrier, and the charges therefore will be paid to the Port by the ocean carrier.

ITEM 425.000 **COST PLUS APPLICATION**

For any service not specified in this tariff, Man-Hour Rates and Equipment Rental shall apply. Charges for materials furnished shall be assessed at cost, taxes, freight plus fifteen percent (15%) as per Section 1, [Item 186.000](#).

Examples of Man-Hour Services:

1. Applying or removing placards.
2. Applying seals.
3. Dunnage, bracing and lashing/unlashing.
4. Container and chassis repairs.
5. Loading/Unloading flatracks and open-top containers.
6. Vanning/devanning and transloading overweight, oversize and damaged containers.
7. U.S. Customs, USDA and other agency examinations.
8. Other services requested that are unspecified in this tariff.

SECTION 4 **CONTAINER CARGO RULES AND CONTAINER CARGO RATES**

	TERMINAL SERVICES	RATE
<u>ITEM 495.000</u>	<p><u>CONTAINER HANDLING</u> First shift straight-time (See Note) Loaded or Empty, all sizes Per container</p> <p><u>Note:</u> Overtime and shift differentials apply for working shifts other than first shift straight-time</p>	\$79.77
<u>ITEM 495.005</u>	<p><u>VESSEL REHANDLING</u> Cell-To-Dock or Dock-To-Cell First shift straight-time (See Note) Per container</p> <p><u>Note:</u> Overtime and shift differentials apply for working shifts other than first shift straight-time</p>	\$77.97
<u>ITEM 495.010</u>	<p><u>WHARFAGE</u> Loaded or Empty Containers</p> <p>20 foot, per container</p> <p>40-40+ foot, per container</p>	\$85.65 \$115.75
<u>ITEM 495.015</u>	<p><u>YARD REHANDLING</u> Full/Empty or Chassis</p> <p>Per container or chassis</p>	\$74.75
<u>ITEM 495.020</u>	<p><u>OVERTIME GATE SURCHARGE</u> Receipt and Delivery or Receipt Only (See Note)</p> <p>Truck gate in, per container</p> <p><u>Note:</u> Requires a minimum of forty (40) containers for receipt and delivery or twelve (12) containers for receipt only.</p>	\$216.65
<u>ITEM 495.025</u>	<p><u>ROLLED CONTAINER FEE</u> Refer to Item 400.950</p> <p>Per container</p>	\$82.42

SECTION 4 **CONTAINER CARGO RULES AND CONTAINER CARGO RATES**

	TERMINAL SERVICES	RATE
<u>ITEM 495.030</u>	<p><u>GATE IN/OUT</u> (See Note) Refer to Items 400.800 and 500.300</p> <p>Gate In, per container \$83.83 Gate Out, per container \$83.83</p> <p><u>Note:</u> Shift 8:00 a.m. – 5:00 p.m., Monday – Friday, excluding holidays.</p>	
<u>ITEM 495.035</u>	<p><u>REFRIGERATED CONTAINER SERVICES</u></p> <p>Refrigerated Full Containers (See Note 1) Per container \$96.76</p> <p>Refrigerated Full Containers – Day Rate (See Note 2) Per container \$52.72</p> <p>Refrigerated Empty Containers (See Note 3) Per container \$52.72</p> <p><u>Note 1:</u> Includes first day plug-in, unplug, monitoring and electricity. A new calendar day charge will not be applied for the period from midnight to 3:00 a.m. when ship loading/unloading is completed between midnight and 3:00 a.m. <u>Note 2:</u> Includes monitoring and electricity for each day excluding the first day. <u>Note 3:</u> Pre-trip charge to plug/unplug empty containers, including electricity. Includes making containers available for inspection by an outside party.</p>	
<u>ITEM 495.040</u>	<p><u>STORAGE</u> Free time period is ten (10) days (See Notes 1 and 2)</p> <p>Up to 20 foot container, per day \$10.33 Up to 40-40+ foot container, per day \$20.78 Chassis only, per day \$20.78 20 foot or 40-40+ foot container with mounted chassis, per day.. \$20.78</p> <p><u>Note 1:</u> Free time period begins on inbound containers at 7:00 a.m. the day following completion of the ship discharge. <u>Note 2:</u> When storage commences at the expiration of free time, the day the container or chassis is removed from the premises will be counted.</p>	

SECTION 5 **LABOR RULES AND LABOR RATES**

ITEM 500.000 **LABOR RULES**

ITEM 500.100 **SPECIFIC LABOR AND EQUIPMENT RATES**

When services are performed by the Port or its agent for which no specific tariff rates are applicable, the labor charges for such services shall be billed on an hourly basis using the labor rates in this section. Equipment rates will be billed as shown in Section 6.

ITEM 500.200 **DEAD TIME**

Billable dead time occurs when the Port is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labor's working agreements. The labor charges for such services shall be billed on an hourly basis using the labor rates in this section.

ITEM 500.300 **STANDBY TIME**

Billable standby time occurs when the Port is required to order labor for a specific service at a stated time and, through no fault of the Port, the service cannot begin or the service in progress is delayed. The labor charges for such services shall be billed on an hourly basis using the labor rates in this section.

ITEM 500.400 **TRAVEL TIME**

When longshore labor is ordered from outside the Olympia area at vessel's or shipper's request, extra costs such as travel and subsistence shall be for the account of those requesting such labor. In addition, the cost of travel time will be assessed on the basis of the actual out-of-pocket wages and PMA assessments.

ITEM 500.500 **OVERTIME WAGE DIFFERENTIALS**

Differentials are calculated by subtracting the first shift straight time wage rate from the wage rate in effect during the shift when the work was performed.

ITEM 500.600 **COMMODITY PENALTY RATES**

Commodity penalty rates are those rates established by prevailing labor agreements for the handling of certain types of commodities. These rates are in addition to the published labor rates.

SECTION 5 **LABOR RULES AND LABOR RATES**

ITEM 500.700 **LINE SERVICE**

The Port terminal reserves the sole right to furnish labor for and supervise the services of taking and letting go ship's lines for which the charge shall be based on man-hour labor rates and will be assessed against the vessel, its owners or agent. Each service is subject to a minimum call-out time of four hours commencing with the time for which the service is ordered.

SECTION 5 **LABOR RULES AND LABOR RATES**

ITEM 500.800

LONGSHORE LABOR SERVICES					
Schedule of Man-Hour Rates (See Notes 1, 2, 3, 4 and 5)					
Labor Classification and Occupation Code	1st Shift	2nd Shift	Overtime	3rd Shift	3rd Shift Overtime
Longshoreman 005, 213	\$118.90	\$141.18	\$152.32	\$158.99	\$172.36
Tractor Driver 036	\$122.59	\$146.10	\$157.85	\$164.89	\$178.99
Crane Operator 085	\$127.81	\$153.06	\$165.69	\$173.25	\$188.40
Heavy Lift Driver 055/Log Loader 092	\$126.08	\$150.74	\$163.08	\$170.48	\$185.28
Top Pick 061	\$127.81	\$153.06	\$165.69	\$173.25	\$188.40
Foreman 129	\$148.74	\$180.24	\$195.99	\$205.42	\$224.32
Basic Clerk 101	\$118.90	\$141.18	\$152.32	\$158.99	\$172.36
Clerks – 15% 103	\$122.59	\$146.10	\$157.85	\$164.89	\$178.99
Clerks – 25% 115	\$126.08	\$150.74	\$163.08	\$170.48	\$185.28

Note 1: Rates for Linesmen, Blockers and Checkers are the same as the Longshore rate.

Note 2: Pursuant to [Item 350.200](#), these charges are based on labor required to load or unload trucks up to and including one-half (1/2) hour time. Labor required to perform truck loading or unloading in excess of one-half (1/2) hour will be charged on a man-hour basis.

Note 3: Other skill rates will be quoted on request.

Note 4: Rates are subject to change due to PMA wage/assessment increases.

Note 5: The Port reserves the right to only charge the cost of labor and equipment plus fifteen percent (15%) for those cargoes transiting the Port's docks that are determined to be disaster relief supplies and goods being shipped to an area severely affected by a natural disaster. The Port Commission and/or Executive Director shall have sole authority to determine if a given event qualifies for this clause.

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SECTION 6 **EQUIPMENT RULES AND EQUIPMENT RATES**

ITEM 600.000 **EQUIPMENT RULES**

- A. Equipment is rented As Is with No Warranties of any kind, express or implied, at the risk of the renter and at the convenience of the Port. Equipment is for use on Port facilities.
- B. Rates named do not include operator or operational labor of any kind unless specified.
- C. Equipment will be charged for the billable period beginning with requested starting time and ending at the time of release. Crane standby time will be billed according to [Item 500.300](#). The equipment will be billed per hour by clock time unless stated otherwise. The period of time during an equipment failure, other than operator caused, shall not be assessed. The Port is not responsible for labor standby or dead time costs during downtime caused by equipment failure.
- D. The Port cranes are rigged for the purpose for which they are normally used. If the renter requests a change in the rigging, the full cost of that change and changing back to the original rigging will be borne by the renter at man-hours and equipment. When rigging services are provided during weekend shifts, additional charges will be made for appropriate Longshore shift differential costs.
- E. Certain equipment listed is not available at all terminals and it is understood that the rates shall apply and the equipment shall be furnished only when and where the equipment is available. When equipment is transferred from one terminal to another terminal, the renter will bear the full cost of its transfer and return.
- F. Mechanical equipment cannot be brought into the Port's facilities for use on the Port's terminals except when the Port grants prior permission. The right is reserved to refuse permission when the Port has available similar equipment or when equipment does not meet the approval of the Port.
- G. Rates for equipment rented for non-cargo (e.g., construction) purposes as well as rates for less frequently used equipment will be furnished by the Port upon request.

SECTION 6 **EQUIPMENT RULES AND EQUIPMENT RATES**

ITEM 600.100 **CRANE REQUESTS AND CANCELLATIONS**

- A. Requests for cranes for **weekend work** must be received prior to 2:00 p.m. on Friday. Cranes ordered, but not cancelled **prior** to 2:00 p.m. on Friday, will be billed for two (2) hours.
- B. Requests for cranes for **weekday work** must be received **prior** to 2:00 p.m. for the next night-side shift and/or the next day shift.
- C. Cancellation of labor and cranes ordered for Saturday, 2nd and 3rd shifts, must be made by 12:00 p.m. Saturday.
- D. Cranes ordered for all Sunday shifts and any Monday holiday shifts must be cancelled by 2:00 p.m. Saturday.
- E. Moving/respotting of cranes will be billed on a Man-hour basis, unless twenty-four (24) hours prior written notice of the move/respotting requirement is provided to the Port. During weekends and holidays, labor hours for this service will be billed at Overtime rates for both mechanics and electricians. See Labor rate schedules in Section 5. In addition, one (1) hour of warm-up time and one (1) hour of time to shut down at the end of the day's operation will be added to the crane rental time.
- F. Crane rental will be billed for a four (4) hour crane rental.
- G. Wharfage and other tariff rates and charges will be assessed as appropriate in addition to all equipment rental rates.
- H. Any applicable sales tax arising as the result of the rental of equipment is included in the equipment rental rates.

SECTION 6 EQUIPMENT RULES AND EQUIPMENT RATES

	EQUIPMENT DESCRIPTION	RATE
<u>ITEM 695.000</u>	<u>CRANES</u>	
	Mobile Harbor Crane Rental per hour - clock.....	\$740.00
	Top Pick Rental per hour - metered.....	\$178.29
<u>ITEM 695.005</u>	<u>LOG STACKERS</u>	
	30 Ton Komatsu Rental per hour (2 hour minimum)	\$222.85
<u>ITEM 695.010</u>	<u>LIFT TRUCKS</u>	
	3 Ton Rental per hour - metered.....	\$71.10
	7.5 – 9 Ton Rental per hour - metered.....	\$83.83
	10 – 15 Ton Rental per hour - metered.....	\$95.51
<u>ITEM 695.015</u>	<u>TRACTORS</u>	
	Tractor Rental per hour - metered.....	\$71.10
<u>ITEM 695.020</u>	<u>CHASSIS, TRAILER</u>	
	Chassis, Trailer, Bomb Cart Rental per day	\$48.46

SECTION 6 EQUIPMENT RULES AND EQUIPMENT RATES

	EQUIPMENT DESCRIPTION	RATE
<u>ITEM 695.025</u>	<u>MISCELLANEOUS EQUIPMENT</u>	
	Front End Loader Scoop 3 – 4 Yard Rental per hour - metered	\$222.85
	Front End Loader Scoop 8 – 12 Yard Rental per hour – metered	\$222.85
	Water Truck Rental per hour – metered	\$71.10
	Broom Truck Rental per hour – metered – with operator (1 hour minimum)	\$127.20
	Sweeper-Vacuum Truck Rental per hour – with Operator (1 hour minimum)	\$137.42
	Gangway Per Reposition	\$101.33
	Tow Behind Light Plants (See Note) Rental per 8 hour day (Plus diesel)	\$90.07
	Rental per 7 day week based on 8 hour days (Plus diesel)	\$253.31
	<u>Note:</u> See Item 186.000	
	Genie S60 Manlift (See Note) Rental per hour	\$71.10
	<u>Note:</u> Safety harnesses must be worn at all times.	
	Z135 Manlift (See Note) Rental per hour	\$109.24
	<u>Note:</u> Safety harnesses must be worn at all times.	
	Shuttlewagon Railcar Mover (See Notes 1 and 2) Rental per hour – without Operator	\$83.23
	<u>Note 1:</u> Must be operated by longshore labor (Man-hour rates in Section 5 apply)	
	<u>Note 2:</u> Minimum manning: Operator and Car Spotter	
	High Capacity Flatcars 60’ Deck (See Note) Rental per car per day	\$60.00
	<u>Note:</u> Rental for use outside the marine terminal. Does not include railroad fees. Subject to a pass-through of state property taxes due to privately marked railcars.	
	(Continued on next page)	

SECTION 6 **EQUIPMENT RULES AND EQUIPMENT RATES**

	EQUIPMENT DESCRIPTION	RATE
<u>ITEM 695.025</u>	<u>MISCELLANEOUS EQUIPMENT (Continued)</u>	
	Portable Generators 25KVA 480V/120 (See Note)	
	Rental per 8 hour day (Plus diesel)	\$132.60
	Rental per 7 day week based on 8 hour days (Plus diesel)	\$459.00
	<u>Note:</u> See Item 186.000	
	Portable Generators 40 & 70KVA 480V/120 (See Note)	
	Rental per 8 hour day (Plus diesel)	\$198.90
	Rental per 7 day week based on 8 hour days (Plus diesel)	\$708.90
	<u>Note:</u> See Item 186.000	
	Portable Generators 194KVA 480V/120 (See Note)	
	Rental per 8 hour day (Plus diesel)	\$306.00
	Rental per 7 day week based on 8 hour days (Plus diesel)	\$1326.00
	<u>Note:</u> See Item 186.000	
	All generator rentals are for use during emergencies only.	

SECTION 7 **STORAGE RULES AND STORAGE RATES**

ITEM 700.000 **FREE TIME**

ITEM 700.100 **FREE TIME DEFINITION**

Free time is the specific period of time cargo may occupy assigned space on Port property free of storage charges. Free time can occur immediately prior to loading or after the discharge of such cargo from the vessel.

ITEM 700.200 **FREE TIME ALLOWANCES**

- A. For breakbulk cargo (undercover), free time of fifteen (15) days will be allowed. The free time period will begin at 7:00 a.m. after receipt of cargo at the first place of rest or, if the cargo is discharged from the vessel, at 7:00 a.m. after the vessel completes discharge.
- B. For containerized cargo that is unstuffed at the Port, free time of fifteen (15) days will be allowed. The free time period will begin at 7:00 a.m. after the cargo has been unstuffed.
- C. For containerized cargo held in the container, free time will commence at 7:00 a.m. after the vessel completes discharge. See exception in Paragraph D.
- D. Cargo on open ground, including loaded containers, except loaded reefer containers (see [Item 700.300\(E\)](#)), shall be allowed free time of fifteen (15) calendar days.

ITEM 700.300 **FREE TIME EXCEPTIONS**

(See [Item 115.000](#) regarding conditions of cargo acceptance.)

- A. Explosives, inflammable and hazardous commodities shall be allowed no free time and are subject to immediate loading or removal. See [Item 115.000](#).
- B. Livestock shall be allowed no free time and are only permitted to pass over wharf subject to immediate loading or removal.
- C. Salvaged or offensive cargo, if in damaged or offensive condition of any nature, may, at the option of the Port, be refused any free time and shall be subject to immediate loading or removal.
- D. Alcoholic beverages, except beer and ales, shall be allowed forty-eight (48) hours free time and must be removed from the Port facilities, federal and state regulations permitting, before the expiration of this period. Any shipment or partial shipment of alcoholic beverages remaining on Port facilities after this period will be moved to a bonded warehouse, as stated in [Item 115.300](#) with all expense and risk of loss or damage for account of owner, shipper, consignee or carrier.
- E. Loaded reefer containers are restricted to ten (10) days free time.
- F. Extended free time - For larger than normal cargo shipments and upon shipper's request, the Port, or the terminal operator at their sole discretion, may grant time of up to ninety (90) days beyond the regular free time allowance.

SECTION 7 **STORAGE RULES AND STORAGE RATES**

ITEM 705.000 **TERMINAL STORAGE**

ITEM 705.100 **TERMINAL STORAGE DEFINITION**

Terminal storage is the service of providing warehouse or other terminal facilities for the storing of in-transit cargo interchanged with or between water carriers at the Port when arrangements are entered into prior to arrival of cargo at the Port.

ITEM 705.200 **TERMINAL STORAGE CONDITIONS**

- A. Conditions Governing Acceptance of Cargo for Storage - Storage of cargo interchanged with or between water carriers at the Port's marine terminal facilities at Olympia, Washington, will be permitted when space is available, providing arrangements are made prior to the arrival of the cargo. "Arrangements" are defined as a written request submitted to the Port by the prospective storer describing the cargo, type of storage required (covered, open, bonded), length of time storage will be necessary, and name and address of the party responsible for storage payment, and accepted by the Port no later than 24 hours prior to cargo's arrival.
- B. If rehandling, repiling, shifting, or yarding of cargo is required for storage, it will be billed at the tariff labor rates shown in Section 5 and equipment rates shown in Section 6. Invoices will be issued against the owner of the cargo at the time of move.
- C. If drayage is required to make the cargo available for storage, the drayage expense will be in addition to any storage charges and will be invoiced to the owner of the cargo.
- D. Responsibility for Storage Charges - Storage charges shall be assessed against the owner of record for cargo in storage on the first day of the month for which the storage charges accrue. It shall be the responsibility of the cargo owner to notify the Port in writing whenever a change of title takes place giving the complete name and address of the new owner and the date title change takes place.
- E. Computing Monthly Storage Charges And Bonded Storage - Storage charges are payable in advance and will be computed on the following basis after the expiration of free time:
 - a. Cargo that becomes subject to storage charges during the first fifteen (15) days of a month shall, for the balance of the month, be assessed a full month's storage. Cargo subject to storage charges on or after the sixteenth (16th) day of a month shall, for the balance of the month, be assessed a half (1/2) month's storage. Thereafter, cargo remaining in storage on the first day of each succeeding calendar month shall be assessed the applicable monthly storage rate.

SECTION 7 **STORAGE RULES AND STORAGE RATES**

ITEM 710.000 **SPACE RENTAL STORAGE**

ITEM 710.100 **SPACE RENTAL STORAGE DEFINITION**

Storage space in open or covered areas may be reserved provided, in the opinion of the Port, space is open and available at the marine terminal facilities. Available space can be reserved for periods of thirty (30) calendar days or longer. In addition, the rental of storage space must not interfere with terminal storage of cargo as defined in [Item 705.200](#).

ITEM 710.200 **SPACE RENTAL CONDITIONS**

- A. All necessary services required or requested in connection with cargo stored under this item will be performed by the Port under the rules and rates specified in this tariff.
- B. No cargo will be permitted for storage except cargo interchanged with or between water carriers at the Port's marine terminal facilities.
- C. No cancellation of space rental agreements entered into under these rules will be permitted on less than fifteen (15) calendar days' notice. A full month's charge will be made for the month in which the agreement is cancelled or the area vacated.
- D. Storage charges shall be billed monthly based upon the actual space used on the first working day of the month expressed in square feet.
- E. The Port reserves the right to have cargo stored on its premises for twelve (12) months or longer removed from its premises. If the owner of record fails to remove the related cargo within thirty (30) calendar days after notification requesting its removal, the Port may remove it with all costs associated herewith (and any subsequent storage) borne by the owner of the cargo. See [Item 115.400](#).

ITEM 710.300 **SPACE RENTAL EXCEPTIONS**

The provisions of these rules in [Item 710.000](#) do not apply to iron and steel.

SECTION 7 **STORAGE RULES AND STORAGE RATES**

ITEM 715.000 **SEGREGATION OF CARGO AND RELATED TARIFF CHARGES**

ITEM 715.100 **DELIVERIES MADE AS ONE LOT UNDER ONE GENERAL MARK**

When no request is made for segregation by commodities, submarks, kinds, sizes, brands, grades, other identification or unit, delivery will be made only as one lot or in accordance with one general mark. The consignee, however, is not required to take delivery of an entire shipment at one time. Upon request, delivery of partial shipments as one lot or by one general mark will be made.

ITEM 715.200 **REQUESTS FOR SEGREGATION BY SUBMARKS, COMMODITIES**

Upon request, segregation by commodities, submarks, kinds, sizes, brands, grades, other identification or units will be performed and delivery to consignee will be made in one lot or in partial lots in accordance with written instructions from the cargo owner.

ITEM 715.300 **SEGREGATION SERVICES RATES**

Billings for segregation services as provided in [Items 715.100](#) and [715.200](#) will be billed at the labor rates in Section 5, and equipment rental rates in Section 6.

ITEM 720.000 **DOMESTIC DISTRIBUTION CARGO**

Definition Domestic Trade is cargo carried on ocean-going barges for the Alaska and Hawaii trade.

ITEM 725.000 **CARGO CONSOLIDATION**

At the Port's discretion, cargo may be moved and stored elsewhere on the terminal's facilities at the owner's expense.

ITEM 730.000 **INSURANCE**

The Port is not responsible for the insurance of the goods. See [Item 145.000](#).

ITEM 735.000 **LONG TERM STORAGE**

The rate for storage on cargo past twelve (12) months of storage is negotiable.

SECTION 7 **STORAGE RULES AND STORAGE RATES**

	STORAGE SERVICE DESCRIPTION	RATE
<u>ITEM 795.000</u>	<p><u>STORAGE – COVERED WAREHOUSE</u></p> <p>All Freight, NOS</p> <p>1 to 15 days – Free time (See Item 700.000)</p> <p>16 Days until last day of the first calendar month: Per metric ton per month</p> <p>Months 2 – 12 (See Item 735.000): Per metric ton per month</p>	<p>\$6.46</p> <p>\$21.42</p>
<u>ITEM 795.005</u>	<p><u>STORAGE – OPEN AREAS</u></p> <p>All Freight, NOS</p> <p>1 to 15 days – Free time (See Item 700.000)</p> <p>16 Days until last day of the first calendar month: Per metric ton per month</p> <p>Months 2 – 12 (See Item 735.000): Per metric ton per month</p>	<p>\$4.07</p> <p>\$15.99</p>
<u>ITEM 795.010</u>	<p><u>STORAGE – RAILCARS</u></p> <p>Railcar storage shall be at the Port’s discretion. Free time does not apply. Per 24-hour period.....</p>	<p>\$8.00/Car</p>