



City of Tacoma, WA

TACOMA POWER / GENERATION

REQUEST FOR BIDS

CUSHMAN NO. 1 DEBRIS REMOVAL RAMP CONSTRUCTION

SPECIFICATION NO.PG22-0473F

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**City of Tacoma
Power Generation Engineering**

**REQUEST FOR BIDS PG22-0473F
Cushman No. 1 Debris Removal Ramp Construction**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, Tuesday, August 16, 2022

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, bids@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

Maximum file size: 35 MB. Multiple emails may be sent for each submittal.

By Carrier:

If possible, please include a flash drive of your full submittal.

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
3628 S 35th Street
Tacoma, WA 98409

In Person:

If possible, please include a flash drive of your full submittal.

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities Administration Building North
Guard House (east side of main building)
3628 S 35th Street
Tacoma, WA 98409

By Mail:

If possible, please include a flash drive of your full submittal.

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
PO Box 11007
Tacoma, WA 98411-0007

Bid Opening: Held virtually each Tuesday at 11AM. Attend [via this link](#) or call 1 (253) 215 8782.

Submittals in response to a RFB will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

- [Register for the Bid Holders List](#) to receive notices of addenda, questions and answers and related updates.
- Click here to see a [list of vendors registered for this solicitation](#).

Pre-Proposal Meeting: A pre-proposal meeting will be held Wednesday August 3, 2022 at 10:00 a.m, Pacific at Cushman Project Office located at 21451 NorthUS Highway 101, Shelton, WA 98584. Following the Pre-proposal meeting, there will be a site showing which bidders are encouraged to attend. The project site is located at 52 N. Cooper Hawk Pl, Hoodspoint, WA 98548 located nearby the Cushman No.1 Spillway on the Southerly end of Lake Cushman Reservoir.

Project Scope: Construction of Debris Removal Ramp and Stop-Log Storage Pad that includes construction of Mechanically Stabilized Earth (MSE) Concrete Segmental Retaining wall and placement of pre-cast concrete ramp panels. Pre-cast concrete blocks and ramp panels will be supplied by City.

Estimate: \$200,000 - \$250,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit [our Minimum Employment Standards Paid Sick Leave webpage](#).

Americans with Disabilities Act (ADA Information: The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing Gail Himes at ghimes@cityoftacoma.org, or by calling her collect at 253-591-5785.

Title VI Information:

"The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Tina Eide, Senior Buyer by email to teide@cityoftacoma.org.

Protest Policy: City of Tacoma [protest policy](#), located at www.tacomapurchasing.org, specifies procedures for protests submitted prior to and after submittal deadline.



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms which must be submitted with your bid:

- (a) Schedule of bid price.

The unit/lump sum prices bid must be shown in the space provided.

- (b) Signature page.

To be completed and signed by the bidder.

- (d) Proposal data sheets (required when included in the proposal).

- (e) Contractor's Record of Prior Contracts.

- (f) List of Equipment.

- (g) State Responsibility and Reciprocal Bid Preference Form.

- (h) Retainage Options

- (i) Bid bond or certified check (for construction contracts only).

Each bid must be accompanied by a certified or cashier's check for 5-percent of the total amount bid, or an approved bid bond by a surety company authorized to do business in the State of Washington. See General Provisions 1.03. If submitting a bid electronically, a scanned version of the original bid bond or cashier's check shall accompany your electronic bid submittal. The original bid bond or cashier's check shall be sent to the Contracting Agency within 7 days of the bid opening or the bidder may be deemed non-responsive.

- (k) **CONSTRUCTION CONTRACTS:** Bid proposals for contractor labor must include fully completed "Equity In Contracting" forms.

- (l) "Submittals Required with Bid" as are listed in the Special Provisions Section 01300 – Submittals and Shop Drawings (for construction contracts) or Submittals Section (for supply contracts).

The following forms are to be executed after the contract is awarded:

- (a) Contract

This agreement is to be executed by the successful bidder.

- (b) Performance and Payment Bonds.

To be executed by the successful bidder and his surety company, and countersigned by a local resident agent of said surety company.

- (c) Contractor's Work Hazard Analysis Report (for construction contracts only)

- (d) General Release to the City of Tacoma (for construction contracts only).

To be executed by the successful bidder upon completion of work and prior to the receipt of the final payment.

LETTERS AND CALLS

All information requested prior to the bid opening is subject to the limitations in Paragraph 1.02 of the **General Provisions**.

Address all letters to the Department of Public Utilities, P. O. Box 11007, Tacoma, Washington 98411.

For questions regarding General Provisions, Special or Technical Provisions, direct attention to **Tina Eide, Senior Buyer**, TEide@cityoftacoma.org. **Questions due August 3, 2022.**

For letters and calls regarding the EIC Program, direct attention to the EIC Program Coordinator at 253-591-5075 for calls, and to EIC/Community & Economic Development, Tacoma Municipal Building, 747 Market Street, Tacoma, Washington 98402, for letters.

For letters and calls regarding the LEAP Program, direct attention to the LEAP Coordinator at 253-502-8875 for calls, and to LEAP/ Community & Economic Development, Tacoma Municipal Building, 747 Market Street, Tacoma, Washington 98402, for letters.

All letters shall indicate the title and specification number (prior to award) or title and contract number (following award).

**CITY OF TACOMA
FINANCE/PURCHASING DIVISION
SPECIAL NOTICE TO BIDDERS**

Public works and improvement projects for the City of Tacoma are subject to Washington state law and Tacoma Municipal Code, including, but not limited to the following:

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

In order to be considered a responsible bidder the bidder must meet the following mandatory state responsibility criteria contained in RCW 39.04.350:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect **at the time of bid submittal**;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).
5. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW and must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

Effective March 30, 2012, RCW 39.04.380 imposes a reciprocal preference for resident contractors. Any bid received from a non-resident contractor from a state that provides an in-state percentage bidding preference is subject application of a comparable percentage disadvantage.

A non-resident contractor from a state that provides an in-state percentage bidding preference means a contractor that:

1. Is from a state that provides a percentage bid preference to its resident contractors bidding on public works projects, and
2. Does not have a physical office located in Washington at the time of bidding on the City of Tacoma public works project.

The state of residence for a non-resident contractor is the state in which the contractor was incorporated, or if not a corporation, the state in which the contractor's business entity was formed.

The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident contractor's bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

The reciprocal preference evaluation does not apply to public works procured pursuant to RCW 39.04.155, RCW 39.04.280, federally funded competitive solicitations where such agencies prohibit the application of bid preferences, or any other procurement exempt from competitive bidding.

Bidders must provide the City of Tacoma with their state of incorporation or the state in which the business entity was formed and include whether the bidder has a physical office located in Washington.

The bidder shall submit documentation demonstrating compliance with above criteria on the enclosed State Responsibility and Reciprocal Bidder Information form.

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - b. Have a current Washington Unified Business Identifier (UBI) number;
 - c. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW and;
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

In order to be considered a responsible bidder, the prospective bidder shall have all of the following qualifications set forth in Tacoma Municipal Code 1.06.262:

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
 - a. Bidder Responsibility. Bidders shall not be in violation of 39.04.350 RCW Bidder Responsibility Criteria - Supplemental Criteria.

In addition to the mandatory bidder responsibility criteria listed immediately above, the City may, in addition to price, consider any or all of the following criteria contained in Tacoma Municipal Code Chapter 1.06.262 in determining bidder responsibility:

1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
2. Whether the respondent can perform the contract within the time specified, without delay or interference;
3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents, including past compliance with the City's Ethics Code;
4. Quality of performance of previous contracts;
5. Previous and existing compliance with laws and ordinances relating to contracts or services;
6. Sufficiency of the respondent's financial resources;
7. Quality, availability, and adaptability of the supplies, purchased services or public works to the particular use required;
8. Ability of the respondent to provide future maintenance and service on a timely basis;
9. Payment terms and prompt pay discounts;
10. The number and scope of conditions attached to the submittal;
11. Compliance with all applicable City requirements, including but not limited to the City's Ethics Code and its Equity in Contracting and Local Employment and Apprenticeship Training programs;
12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.

The City may require bidders to furnish information, sworn or certified to be true, to demonstrate compliance with the City responsibility criteria set forth above. If the city manager or director of utilities is not satisfied with the sufficiency of the information provided, or if the prospective respondent does not substantially meet all responsibility requirements, any submittal from such respondent must be disregarded.

B. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City's **supplemental criteria** by submitting a written request to the Purchasing Division via email to bids@cityoftacoma.org no later than 5:00 p.m. Pacific Time, three days prior to the submittal deadline. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

The City will respond to a timely submitted request prior to the bid opening date. Changes to the supplemental criteria, if warranted, will be issued by addendum to the solicitation documents and posted to the City's website for the attention of all prospective bidders.

C. DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the criteria above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination in a manner consistent with the City's Protest Policy. Appeals are coordinated by the Purchasing Division heard by the Procurement and Payables Division manager for contracts less than or equal to \$500,000 and by Contracts and Awards Board for contracts greater than \$500,000.

SIGNATURE PAGE

CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES - TACOMA POWER

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Bids page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

REQUEST FOR BIDS SPECIFICATION NO. PG22-0473F CUSHMAN NO.1 DEBRIS REMOVAL RAMP CONSTRUCTION

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Bidder/Proposer's Registered Name

Signature of Person Authorized to Enter Date
into Contracts for Bidder/Proposer

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

State Business License Number
In WA, also known as UBI (Unified Business Identifier) Number

E.I.No. / Federal Social Security Number Used on Quarterly
Federal Tax Return, U.S. Treasury Dept. Form 941

State Contractor's License Number (if applicable)
(See Ch. 18.27, R.C.W.)

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL



City of Tacoma

Contractor Name _____

(PG22-0473F)

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (July 25, 2022), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

State of Incorporation, or if not a corporation, the state where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Name of Bidder

State Responsibility and Reciprocal Bid Preference Information

Certificate of registration as a contractor (must be in effect at the time of bid submittal):

Number: _____

Effective
Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier (UBI) number:

Number: _____

Do you have industrial insurance (workers' compensation) coverage for your employees working in Washington?:

☐ Yes ☐ No

☐ Not Applicable

Washington Employment Security Department number:

Number: _____

☐ Not Applicable

Washington Department of Revenue state excise tax registration number:

Number: _____

☐ Not Applicable

Have you been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3)?

☐ Yes ☐ No If yes, provide an explanation of your disqualification on a separate page.

Do you have a physical office located in the State of Washington?

☐ Yes ☐ No

If incorporated, in what state were you incorporated?

State: _____

☐ Not Incorporated

If not incorporated, in what state was your business entity formed?

State:

Have you completed the training required by RCW 39.04.350, or are you on the list of exempt businesses maintained by the Department of Labor and Industries?

☐ Yes ☐ No

 Name of Bidder
PROPOSAL

	<u>QUANTITY</u>	<u>BID UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
<u>ITEM 1</u> Mobilization/Demobilization	1	LS	\$ _____	\$ _____
<u>ITEM 2</u> Temporary Erosion & Sediment Control (T.E.S.C.) Plan	1	LS	\$ _____	\$ _____
<u>ITEM 3</u> Site Work and Grading	9,000	SY	\$ _____	\$ _____
<u>ITEM 4</u> Place and Install Segmental Concrete Block Wall	105	BLK	\$ _____	\$ _____
<u>ITEM 5</u> Cast-in-Place Concrete Anchor	18	CY	\$ _____	\$ _____
<u>ITEM 6</u> Furnish and Install Crushed Surfacing, In Place	130	TON	\$ _____	\$ _____
<u>ITEM 7</u> Furnish and Install Gravel Backfill for Walls, In place	75	TON	\$ _____	\$ _____
<u>ITEM 8</u> Furnish and Install Geotextile Fabric	10,000	SY	\$ _____	\$ _____
<u>ITEM 9</u> Place and Install Pre-Cast Concrete Ramp Panels	132	PNL	\$ _____	\$ _____
<u>ITEM 10</u> Dozer time, As Directed by the Engineer	30	HR	\$ _____	\$ _____
<u>ITEM 11</u> Toe and Embankment Rock Erosion Control	31	TON	\$ _____	\$ _____

 Name of Bidder
PROPOSAL**ITEM 12**Place and Grade Excavated
Soils

100

CY

\$ _____ \$ _____

ITEM 13

*Force Account

\$ 30,000*Bidders shall include the \$30,000 figure as part of their overall bid.**TOTAL ITEMS 1 - 13**

\$ _____

**Sales Tax @ 8.5% _____

\$ _____

TOTAL AMOUNT

\$ _____

NOTE TO BIDDERS

A pre-bid meeting will be held on Wednesday August 3, 2022 at the Cushman Project Office located at 21451 North US Highway 101, Shelton, WA 98584. Following the pre-bid meeting there will be site showing which bidders are encouraged to attend. The project site is located at 52 N. Cooper Hawk Pl, Hoodspoint, WA 98548 located nearby the Cushman No.1 Spillway on the Southerly end of Lake Cushman Reservoir. Please confirm your attendance with Ms. Tina Eide at TEide@cityoftacoma.org.

If you are unable to attend this meeting, please call the EIC (Equity in Contracting) Office at 253-591-5075 and/or the LEAP (Local Employment and Apprenticeship Program), at 253-502-8875, for instructions in filling out the EIC/LEAP forms (if applicable) or for questions concerning these requirements.

Name of Bidder

CONTRACTOR'S RECORD OF PRIOR CONTRACTS

NAME _____ ADDRESS _____

Beginning Date	Completion Date	Contract With	Contact Person Telephone #	Amount of Contract

REMARKS: _____

Following is a list to be filled in by the bidder, showing equipment definitely available for use on the proposed work as required. (Give quantity, description, size or capacity, condition and present location of each item of equipment.)

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

endorsement or equivalent if "Pollutants" are to be transported.

3.3 Workers' Compensation

3.3.1 Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

3.5 Builder's Risk Insurance

Contractor shall maintain during the term of the Contract and until final acceptance of the work by the City of Tacoma, a policy of Builder's Risk Insurance providing coverage for all-risk of physical injury to all structures to be constructed according to the Contract. City of Tacoma shall be included as a named insured (not named as additional insured) on the policy. Builder's Risk Insurance policy shall:

- 3.5.1 Have a deductible of no more than Five Thousand Dollars (\$5,000) for each occurrence, the payment of which will be the responsibility of Contractor. Any increased deductibles accepted by City of Tacoma will remain the responsibility of Contractor.
- 3.5.2 Be on an ISO Special Form Causes of Loss or equivalent and shall insure against the perils flood, earthquake, theft, vandalism, malicious mischief, and collapse.
- 3.5.3 Include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site.
- 3.5.4 Be written in the amount of the completed value of the structures, with no coinsurance provisions exposure on the part of Contractor or City of Tacoma.
- 3.5.5 Contain a Waiver of Subrogation provision whereby each insured waives their subrogation rights to the extent the loss is covered by this insurance.
- 3.5.6 Grant permission to occupy, allowing the building or structure to be partially occupied prior to completion, without detrimental effect to the coverage provided.
- 3.5.7 Include coverage for the testing and startup of the building's operating systems.
- 3.5.8 Include coverage for City of Tacoma's loss of use or business interruption arising out of a covered loss which delays completion.
- 3.5.9 Include resultant damage coverage for loss due to faulty workmanship and defective material.

Contractor and City of Tacoma waive all rights against each other, their respective subcontractors, agents, and representatives for damages caused by fire or other perils to the extent covered by Builder's Risk Insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

3.6 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent for the full available limits of liability maintained by the



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

4. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 3.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48



City of Tacoma

Contractor Name _____

(PG22-0473F)

RETAINAGE OPTIONS

Request for Bids

Specification No. PG22-0473F – Cushman No.1 Debris Removal Ramp Construction

- A. Complete and return this form with your submittal. If your company is awarded the project, the information below will be used to determine the appropriate contract documents and retainage method.**
- B.** As provided for in RCW 39.08.010, a bond is required on any work resulting from this solicitation, provided that on contracts of \$150,000 or less, the contractor may, in lieu of the performance bond and payment bond, elect to have the City of Tacoma retain 10 percent of the contract amount for a period of 30 days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, the Department of Labor and Industries, and settlement of any liens filed under RCW CHAPTER 60.28, whichever is later.
- C.** Please specify your choice:
- ☐ Performance bond* and payment bond*, each with 5% retainage
 - ☐ Hold 10% retainage in lieu of performance bond and payment bond (reserved for contracts \$150,000 or less per RCW 39.08.010)
 - ☐ Bond in-lieu-of retainage*
 - ☐ Escrow agreement*

***The City's forms must be used. Contractor may not substitute its own forms.**

Pursuant to RCW 60.28, a sum of five percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the state with respect to taxes imposed pursuant to Title 82, RCW, and (2) the claims of any person arising under the contract.

Release of the retainage will be made 60 days following the completion date (pursuant to RCW 39.12, and RCW 60.28) provided the following conditions are met:

1. On contracts totaling more than \$20,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the contracting agency (RCW 39.12.040).
3. A release has been obtained from the Washington State Department of Labor and Industries (per Section 1-07.10) and the Washington State Employment Security Department.
4. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed, and provided the conditions of 1, 2, and 3 are met, the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the contracting agency sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.

TACOMA PUBLIC UTILITIES CONTRACTOR'S WORK HAZARD ANALYSIS REPORT

for

(Project Name)

The contractor and his/her subcontractors shall thoroughly review the scope of work described in the proposed project drawings and specifications. Following the review, the contractor will be responsible to indicate below any known or potential safety issues or phases of construction that may require specific safety procedures as identified by WISHA or OSHA regulations, and/or prudent construction practices; i.e., shoring, fall protection, scaffolding, hazardous materials, etc.

Failure to list and comply with safety requirements will be cause for disqualification from future Utilities contracts. A copy of this report shall be posted at the job site at all times.

If, during the course of construction, other safety requirements are identified, they will be added to this report as an addendum. The contractor will be required to adhere to the recommended actions and/or controls identified in the addendum.

SAFETY ISSUES/CONCERNS*	HAZARDS	RECOMMENDED ACTION AND/OR CONTROLS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

*USE A SEPARATE SHEET IF MORE ROOM IS NEEDED

Contractor Name and Title

Date

Job Site Superintendent

Date

Company Officer Signature



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of

\$ _____, for the payment whereof Contractor and Surety bind themselves,

their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the City of Tacoma.

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a contract, providing for

Specification No. _____

Specification Title: _____

Contract No. _____

(which contract is referenced to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory performance bond shall become null and void, if and when the principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increase.

If the City shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgement, shall pay all costs and attorney's fees incurred by the City in enforcement of its rights hereunder. Venue for any action arising out of in connection with this bond shall be in Pierce County, Washington.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Department of the Treasury.

One original bond shall be executed, and signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and _____
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,
\$ _____, for the payment whereof Contractor and Surety bind themselves,
their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the City of Tacoma.

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a contract, providing for

Specification No. _____

Specification Title: _____

Contract No. _____

(which contract is referenced to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in any way affect its obligation on this bond, and waives notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

No suit or action shall be commenced hereunder by any claimant unless claimant shall have given the written notices to the City, and where required, the Contractor, in accordance with RCW 39.08.030.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of claims which may be properly filed in accordance with RCW 39.08 whether or not suit is commenced under and against this bond.

If any claimant shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment and attorney fees as provided by RCW 39.08.030, shall also pay such costs and attorney fees as may be incurred by the City as a result of such suit. Venue for any action arising out of or in connection with this bond shall be in Pierce County, WA.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Department of the Treasury.

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective this _____ day of Choose an item. 20____, ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and ("Contractor").

That in consideration of the mutual promises and obligations hereinafter set forth the Parties hereto agree as follows:

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as "Contract Documents":

-
1. Specification No. _____ and _____ together with all authorized addenda.
 2. Contractor's submittal (or specifically described portions thereof) dated _____ submitted in response to Specification No. _____ and _____.
 3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel etc.) or any other additional items mutually intended to be binding upon the parties.
-

Remove this paragraph and #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:

1. Contract
2. List remaining Contract Documents in applicable controlling order.

- II. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed: _____, plus applicable sales tax.
- III. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- IV. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- V. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.
- VI. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:

CONTRACTOR:

By: _____
Enter title of dept or div staff w/auth to sign for this \$ amt

By: _____
Signature

By: _____
Choose an item.

Printed Name

Resolution No.
Bond No.
Specification No.
Contract No.

One original bond shall be executed, and be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE

By: _____
Director of Finance

Title

APPROVED AS TO FORM:

By: _____
City Attorney

Sample

TACOMA POWER, GENERATION SECTION CONTRACTOR PERFORMANCE REVIEW (FOR INTERNAL RECOMMENDATION PURPOSES)

Project: Cushman No. 1 Debris Removal Ramp		Spec. # PG22-0473F
Location:	Contractor: (Use separate sheet for each sub-contractor)	
Engineer:	Inspector:	

EVALUATION

Rate Each Area:	EXCELLENT - 3	GOOD - 2	ACCEPTABLE - 1	INADEQUATE - 0
-----------------	---------------	----------	----------------	----------------

1. Safety

_____7. Quality of Supervisor

2. Quality of Work

8. Site Management

3. Overall Rating

_____9. Adequate Equipment

_____ 4. Communication/Coordination
on Site

 10. Adequate Personnel

_____ 5. Communication/Coordination
with Office

_____ 11. Was Project Completed
on Time (Y/N)

6. Supervision on Site

_____ 12. Would You Recommend
this Contractor Work
for Us Again (Y/N)

[illegible]

Input by _____ Review No. _____ Date _____

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor in a certain agreement between (CONTRACTOR) and the City of Tacoma, dated _____ 20____, hereby releases the City of Tacoma, its departmental officers, employees, and agents from any and all claim or claims known or unknown, in any manner whatsoever, arising out of, or in connection with, or relating to said contract, excepting only the equity of the undersigned in the amount now retained by the City of Tacoma under said contract, to-wit: the sum of \$ _____

Signed at Tacoma, Washington this _____ day of _____, 20____.

Contractor

By _____

Title _____

**NOTE: ORIGINAL RELEASE WILL BE
MAILED TO THE CONTRACTOR
AT THE END OF THIS PROJECT**

GENERAL PROVISIONS

(Revised December 15, 2020)

SECTION I - BIDDING REQUIREMENTS

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent's Proposal

Each Respondent must bid exactly as specified on the Proposal sheets. All proposals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening of the bids.

B. Alterations of Proposals Not Allowed

Proposals that are incomplete or conditioned in any way contain alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as being nonresponsive. The City cannot legally accept any proposal containing a substantial deviation from these Specifications.

C. Filling Out City Proposal Sheets

All proposals must be completed using the proposal sheets and forms included with this specification, and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Respondent in ink.

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

If a prospective Respondent has any questions concerning any part of the Proposal, he/she may submit a written request for answer of his/her questions. Any interpretation of the Proposal will be made by an Addendum duly issued and mailed or delivered to each prospective Respondent. Such addendum must be acknowledged in the proposal. The City of Tacoma will not be responsible for any other explanation or interpretation of the bid documents.

1.03 RESPONDENT'S BOND OR CERTIFIED CHECK

Each bid for construction must be accompanied either by a certified or cashier's check for 5 percent of the total amount bid, including tax, payable to the City Treasurer, or an approved bid bond, by a surety company authorized to do business in the State of Washington, for 5 percent of the total amount bid. The person legally authorized to sign the bid must sign all bid bonds. The approved bid bond form attached to these Specifications should be used: no substantial variations from the language thereof will be accepted.

If a bid bond is used, the 5 percent may be shown either in dollars and cents, or the bid bond may be filled in as follows, "5 percent of the total amount of the accompanying proposal."

The check of the successful Respondent will be returned after award of the Contract, acceptance of the Payment and Performance Bond and City's receipt of the signed Contract. The checks of all other Respondents will be returned immediately upon the award of the Contract. Bid bonds will not be returned.

1.04 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE

- A.** Proposal packages must be received by the City's Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.
- B.** Supplier is solely responsible for timely delivery of its Submittal.
- C.** Submittals received after the time stated in the solicitation will not be accepted.
- D.** For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City's Procurement and Payables Division will rely on the submittal clock in SAP Ariba.

1.05 LICENSES/PERMITS

- A.** Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at <http://bls.dor.wa.gov>.
- B.** Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- C.** During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

Contractors for construction or public works construction are required to be licensed by the state. If the provisions of Chapter 18.27 of the Revised Code of Washington apply to the Respondent, then the Respondent's Washington State Contractor's Registration No. must accompany the bid.

1.07 BID IS NONCOLLUSIVE

The Respondent represents by the submission of the Proposal that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

1.08 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

In the evaluation of bids, the Respondent's experience, delivery time, quality of performance or product, conformance to the specifications and responsibility in performing other contracts (including satisfying all safety requirements) may be considered in addition to price. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. Respondents who are inexperienced or who fail to properly perform other contracts may have their bids rejected for such cause.

B. Prequalified Electrical Contractor

Certain types of electrical construction require special expertise, experience, and prequalification of the Contractor (or subcontractor) by the City. In such cases, the Respondent must be prequalified or the Respondent must subcontract with a City prequalified electrical contractor for the specialty work.

C. Insertions of Material Conflicting with Specifications

Only material inserted by the Respondent to meet requirements of the Specifications will be considered. Any other material inserted by the Respondent will be disregarded as being nonresponsive and may be grounds for rejection of the Respondent's Proposal.

D. Correction of Ambiguities and Obvious Errors

The City reserves the right to correct obvious errors in the Respondent's proposal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.09 WITHDRAWAL OF BID

A. Prior to Bid Opening

Any Respondent may withdraw his/her Proposal prior to the scheduled bid opening time by delivering a written notice to the City's Procurement and Payables Office. The notice may be submitted in person or by mail; however, it must be received by the City's Procurement and Payables Office prior to the time of bid opening.

B. After Bid Opening

No Respondent will be permitted to withdraw his/her Proposal after the time of bid opening, as set forth in the Call for Bids, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Respondent must submit written notice withdrawing his/her Proposal to the Purchasing Manager.

1.10 OPENING OF BIDS

At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal.

1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION

The City Council or Public Utility Board of the City of Tacoma shall be the final judge as to which is the lowest and best bid in the interest of the City of Tacoma. The City reserves the right to reject any and all bids, waive minor deviations or informalities, and if necessary, call for new bids.

1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

Any Respondent who refuses to enter into a Contract after it has been awarded to the Respondent will be in breach of the agreement to enter the Contract and the Respondent's certified or cashier's check or bid bond shall be forfeited.

1.13 TAXES

A. Include In Proposal All Taxes

Respondent shall include in his/her Proposal all applicable local, city, state, and federal taxes. It is the Respondent's obligation to state on his/her Proposal sheet the correct percentage and total applicable Washington State and local sales tax. The total cost to the City including all applicable taxes may be the basis for determining the low Respondent.

B. Federal Excise Tax

The City of Tacoma is exempt from federal excise tax. Where applicable, the City shall furnish a Federal Excise Tax Exemption certificate.

C. City of Tacoma Business and Occupation Tax

Sub-Title 6A of the City of Tacoma Municipal Code (TMC) provides that transactions with the City of Tacoma, may be subject to the City of Tacoma's Business and Occupation Tax. It is the responsibility of the Respondent awarded the Contract to register with the City of Tacoma's Department of Tax and License, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252. The City's Business and Occupation Tax amount shall not be shown separately but shall be included in the unit and/or lump sum prices bid.

1.14 FIRM PRICES/ESCALATION

Except as specifically allowed by the Special Provisions, only firm prices will be accepted.

1.15 AWARD

A. Construction and/or Labor Contracts

Unless specifically noted in the Special Provisions or Proposal sheets, all construction and/or labor contracts will be awarded to only one Respondent.

B. Supply/Equipment Contracts

The City reserves the right to award an equipment or supply contract for any or all items to one or more Respondents as the interests of the City will be best satisfied.

1.16 INCREASE OR DECREASE IN QUANTITIES

The City of Tacoma reserves the right to increase or decrease the quantities of any items under this Contract and pay according to the unit prices quoted in the Proposal (with no adjustments for anticipated profit).

1.17 EXTENSION OF CONTRACT

Contracts resulting from this specification shall be subject to extension by mutual agreement per the same prices, terms and conditions.

1.18 PAYMENT TERMS

- A. Prices will be considered as net 30 calendar days if no cash discount is shown. Payment discount periods of twenty (20) calendar days or more if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
- B. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.

1.19 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

- A. Payment methods include:
- EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. Suppliers accepting this option will receive "due immediately" payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:
 - Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City's provider bank; the supplier does not need to know card account details.
 - Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City's commercial card provider.
 - Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides "due immediately" payment terms.
 - Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
 - Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
 - Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
 - Check or other cash equivalent. Standard terms are net 30 for this payment method.
- B. The City's preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City's ePayables or credit card methods of payment. **The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used.**
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

1.20 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are agreeable.

1.21 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. Respondent's Submittals, all documents and records comprising any Contract awarded to Respondent, and all other documents and records provided to the City by Respondent are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies; and Respondent has complied with the requirements to Respondent has complied with the requirements to mark records considered confidential or proprietary

as such requirements are stated below, City agrees to provide Respondent 10 days written notice of impending release. Should legal action thereafter be initiated by Respondent to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Respondent, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Respondent took no action to oppose the release of information.

B. If Respondent provides City with records or information that Respondent considers confidential or proprietary, Respondent must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Respondent expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s). Submission of materials in response to City's Solicitation shall constitute assent by Respondent to the foregoing procedure and Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

1.22 FEDERAL AID PROJECTS

The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

The Respondent to whom the Contract is awarded, hereinafter called the Contractor, shall enter into a Contract with the City of Tacoma, , within 10 days after receipt from the City of Tacoma of a properly prepared Contract. In addition, the Contractor will do all things required to promptly perform this Contract pursuant to the terms of this Contract. Certain contracts for supplies, goods or equipment may use the City Purchase Order in place of a formal contract document.

B. Surety Bonds

Except as modified by the Special Provisions, the Respondent to whom the Contract is awarded shall provide a payment and performance bond, including power of attorney, for 100 percent of the amount of his/her bid (including sales taxes), to insure complete performance of the Contract including the guarantee. The bonds must be executed by a surety company licensed to do business in the State of Washington. For a supply-type contract, a cashier's check or cash may be substituted for the bonds; however, this cash or cashier's check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

C. Independent Contractor

Contractor is an independent contractor; no personnel furnished by the Contractor shall be deemed under any circumstances to be the agent or servant of the City. Contractor shall be fully responsible for all acts or omissions of Subcontractors and its and their suppliers and of persons employed by them, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with the Contract. There shall be no contractual relationship between any Subcontractors or supplier and the City arising out of or by virtue of this agreement. No provision of the Contract is intended or is to be construed to be for the benefit of any third party.

2.02 CONFLICTS IN SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the Drawings and anything on the Drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Special Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

1. Proposal pages prevail if they conflict with the General, Special or Technical Provisions.
2. Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.
3. Technical Provisions prevail if they are in conflict with the General Provisions.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Engineer for determination. Failure to submit the discrepancy issue to the Engineer shall result in the Contractor's actions being at his/her own risk and expense. The Engineer shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.

2.03 INSPECTION

A. Of the Work

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of this Contract. All material or work approved and later found to be defective shall be replaced without cost to the City of Tacoma.

B. Inspector's Authority

The inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the Director or Superintendent, whose decision shall be final. The word "Director" means the Director of the City of Tacoma General Government department that is administering the contract. The word "Superintendent" means the Superintendent of the City of Tacoma, Department of Public Utilities Division that is administering the contract.

The Contract shall be carried out under the general control of the representative of the particular City Department or Division administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City of Tacoma. The Contractor shall comply with all orders and instructions given by the representative of the particular Department or Division administering the Contract in accordance with the terms of the Contract.

Provided, that for the purposes of construction contracts, such control shall only apply (a) to the extent necessary to ensure compliance with the provisions of this contract, and (b) to the extent necessary to fulfill any nondelegable duty of the City for the benefit of third parties not engaged in promoting the activity of this contract.

Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

All federal, state, municipal and/or local regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with work performed under this Contract.

2.05 INDEMNIFICATION

A. Indemnification

Contractor acknowledges that pursuant to the terms of this agreement, Contractor is solely and totally responsible for the safety of all persons and property in the performance of this Contract. To the greatest extent allowed by law, Contractor assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnify, defend and hold harmless the City of Tacoma, from and against any and all liability which may accrue to or be sustained by the City of Tacoma on account of any claim, suit or legal action made or brought against the City of Tacoma for the death of or injury to persons (including Contractor's or subcontractor's employees) or damage to property involving Contractor, or subcontractor(s) and their employees or agents, arising out of and in connection with or incident to the performance of the Contract including if the City is found to have a nondelegable duty to see that work is performed with requisite care, except for injuries or damages caused by the sole negligence of the City. In this regard, Contractor recognizes that Contractor is waiving immunity under industrial Insurance Law, Title 51 RCW. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. In addition, within the context of competitive bidding laws, it is agreed that this indemnification has been mutually negotiated. Provided however, this provision is intended to be applicable to the parties to this agreement and it shall not be interpreted to allow a Contractor's employee to have a claim or cause of action against Contractor.

B. Limitation of Liability for Primarily Supply-Type Contracts

In all contracts where the total cost of the supply of materials and/or equipment constitute at least 70 percent of the total contract price (as determined by the City), the City agrees that it will not hold the contractor, supplier or manufacturer liable for consequential damages for that part of the contract related to the manufacture and/or design of the equipment, materials or supplies.

2.06 CONTRACTOR'S INSURANCE

A. During the course and performance of a Contract, Contractor will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.

B. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

The Contract shall not be assigned except with the consent of the Superintendent or his/her designee.

Requests for assignment of this contract must be in writing with the written consent of the surety, and the request must show the proposed person or organization to which the contract is assigned is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his/her experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of assignment.

D. Subletting

The Contract shall not be sublet except with the written consent of the Superintendent or his/her designee. In the event that a prequalified electrical contractor is necessary to perform certain portions of the work, such work may be subcontracted with a City prequalified electrical contractor for the type of work involved.

Requests for subletting of this Contract must be in writing with the written consent of the Surety, and the request must show the proposed person or organization to which the Contract is sublet is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of subletting.

The written consent approving the subletting of the Contract shall not be construed to relieve the Contractor of his/her responsibility for the fulfillment of the Contract. The Subcontractor shall be considered to be the agent of the Contractor and the Contractor agrees to be responsible for all the materials, work and indebtedness incurred by the agent.

A subcontractor shall not sublet any portion of a subcontract for work with the City without the written consent of the City.

2.08 DELAY

E. Extension of Time

With the written approval of the Superintendent or his/her designee, the Contractor may be granted additional time for completion of the work required under this Contract, if, in the Superintendent's opinion the additional time requested arises from unavoidable delay.

F. Unavoidable Delay

Unavoidable delays in the prosecution of the work shall include only delays from causes beyond the control of the Contractor and which he/she could not have avoided by the exercise of due care, prudence, foresight and diligence. Delay caused by persons other than the Contractor, Subcontractors or their employees will be considered unavoidable delays insofar as they necessarily interfere with the Contractor's completion of the work, and such delays are not part of this Contract.

Unavoidable delay will not include delays caused by weather conditions, surveys, measurements, inspections and submitting plans to the Engineer of the particular Division involved in administering this Contract.

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

If it has been discovered, before payment is required under the terms of the Contract, that there is a failure to comply with any of the terms and provisions of this Contract, the City has the right and may withhold payment.

In case of a failure of any part of the work, materials, labor and equipment furnished by the Contract or to fully meet all of the requirements of the Contract, the Contractor shall make such changes as may be necessary to fully meet all of the specifications and requirements of this Contract. Such changes shall be made at the Contractor's sole cost and expense without delay and with the least practicable inconvenience to the City of Tacoma. Rejected material and equipment shall be removed from the City's property by and at the expense of the Contractor.

B. Guarantee for Supply Contracts

Unless a longer period is specified, the supplier and/or manufacturer of the supplies, materials and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of: (1) test energization if electrical or mechanical equipment; (2) commencement of use if supplies or materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the City. All of the costs (including shipping, dismantling and reinstallation) of repairs and/or corrections of defective or failed equipment, supplies and/or material is the responsibility of the supplier and/or manufacturer.

When the supplier is not the manufacturer of the item of equipment, supplier agrees to be responsible for this guarantee and supplier is not relieved by a manufacturer's guarantee.

C. Guarantee Period Extension

The Contract guarantee period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by Contractor and accepted by the City. In addition, in the event less than ninety (90) days remain on the guarantee period (after recalculating), the guarantee period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced and accepted by the City.

2.10 DEDUCTIONS FOR UNCORRECTED WORK

If the City of Tacoma deems it expedient to correct work not done in accordance with the terms of this Contract, an equitable deduction from the Contract price shall be made.

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

1. Supplies. The City may terminate a Contract for supplies at any time upon prior written notice to Contractor. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
2. Services. The City may terminate a Contract for services at any time, with or without cause, by giving 10-business day's written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.

B. Termination for Cause

1. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Contractor's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach
2. Bankruptcy. If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Payment and Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.
3. Notice. In the event of any such termination for cause, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

2.12 LIENS

In the event that there are any liens on file against the City of Tacoma, the City of Tacoma shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Tacoma to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk.

2.13 LEGAL DISPUTES

A. General

Washington law shall govern the interpretation of the Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration, or litigation arising out of the Contract.

Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma's City Attorney's Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.

B. Attorney Fees

For contracts up to \$250,000, which become the subject of litigation or arbitration, the substantially prevailing party may be entitled to reasonable attorney fees, as provided in RCW 39.04.240. Provided, however, the attorney fee hourly rate for the City of Tacoma's assistant city attorneys is agreed to be \$150 per hour or the same as the hourly rate for Contractor's legal counsel, whichever is greater.

2.14 DELIVERY

Prices must be quoted F.O.B. destination, freight prepaid and allowed with risk of loss during transit remaining with Contractor/Supplier (unless otherwise stated in these Specifications) to the designated address set forth in these Specifications.

Deliveries shall be between 9:00 a.m. and 3:30 p.m.; Monday through Friday only (except legal holidays of the City of Tacoma).

Legal holidays of the City of Tacoma are:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Tacoma.

2.15 PACKING SLIPS AND INVOICES

A. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

B. Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.

1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to accountspayable@cityoftacoma.org.

3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to pcardadmin@cityoftacoma.org.

2.16 APPROVED EQUALS

A. Unless an item is indicated as "No substitute", special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the respondent specifies the brand and model, and provides all descriptive literature, independent test results, product samples, local servicing and parts availability to enable the City to evaluate the proposed "equal".

B. The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the respondent to be an "equal", the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the respondent's expense.

C. When a brand name or level of quality is not stated by the respondent, it is understood the offer is exactly as specified. If more than one brand name is specified, respondents must clearly indicate the brand and model/part number being bid.

2.17 ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

2.18 CODE OF ETHICS

The City's Code of Ethics, Chapter 1.46, Tacoma Municipal Code, provides ethical standards for City personnel and prohibits certain unethical conduct by others including respondents and contractors. Violation of the City's Code of Ethics will be grounds for termination of this contract.

2.19 FEDERAL FINANCIAL ASSISTANCE

If federal funds, including FEMA financial assistance to the City of Tacoma, will be used to fund, pay or reimburse all or a portion of the Contract, Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives and the following clauses will be incorporated into the Contract:

A. EQUAL EMPLOYMENT OPPORTUNITY During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (B)(1) through (4) of this section.

C. CLEAN AIR ACT

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. FEDERAL WATER POLLUTION CONTROL ACT

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the City, understands, and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. BYRD ANTI-LOBBYING AMENDMENT

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with City. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the City.
2. If applicable, Contractor must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

[Section III is for contracts that involve construction and/or labor, and are not applicable to contracts solely for material/supply purchases.]

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

SECTION III REQUIREMENTS APPLY ONLY TO CONSTRUCTION AND/OR LABOR CONTRACTS AND ARE IN ADDITION TO APPLICABLE REQUIREMENTS CONTAINED IN SECTION II CONTRACT REQUIREMENTS.

3.01 RESPONDENT'S DUTY TO EXAMINE

The Respondent agrees to be responsible for examining the site(s) and to have compared them with the Specifications and Contract Drawings, and to be satisfied as to the facilities and difficulties attending the execution of the proposed Contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, obstacles and contingencies) before the delivery of his/her Proposal. No allowance will be subsequently made by the City on behalf of the Respondent by reason of any error or neglect on Respondent's part, for such uncertainties as aforesaid.

3.02 PERMITS

Except when modified by the Special Provisions, the Contractor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by the City of Tacoma. The City will obtain county or state road crossing permits if required. In the event a necessary permit is not obtained, the Contractor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extensions.

3.03 NOTIFICATION OF OTHER GOVERNMENTAL AGENCIES AND UTILITIES WHEN UNDERGROUND WORK IS INVOLVED

The Contractor shall notify all other affected governmental agencies and utilities whenever underground work is done under the terms of this Contract. The Contractor is required to obtain permission of the appropriate public and private utilities and governmental agencies before performing underground work pursuant to the terms of this Contract. The Contractor is required to call "one call" at 1-800-424-5555 for all work involving excavation or digging more than 12 inches beneath ground or road surface.

The City may have indicated on the plans and specifications the existence of certain underground facilities that are known to the City department responsible for this Contract. It is the Contractor's responsibility to fully comply with the Underground Utility Locate Law, Chapter 19.122 RCW. If the site conditions are "changed or differing" as defined by RCW 19.122.040(l), the Contractor may pursue the party responsible for not properly marking or identifying the underground facility. The Contractor agrees not to file any claim or legal action against the City (department responsible for this Contract) for said "changed or differing" conditions unless said City department is solely responsible for the delay or damages that the Contractor may have incurred.

3.04 TRENCH EXCAVATION BID ITEM

In the event that "trench excavation" in excess of four feet requires a safety system pursuant to Washington State law and safety shoring, sloping, sheeting, or bracing is used, a separate bid item should be set forth in the Proposal for this work. If a separate bid item is not set forth in the Proposal pages, said installed safety system shall be paid at \$3.00 per lineal foot of trench, which unit price includes both sides of the trench.

3.05 SAFETY

A. General

The Contractor shall, at all times, exercise adequate precautions for the safety of all persons, including its employees and the employees of a Subcontractor, in the performance of this Contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations. It is the Contractor's responsibility to furnish safety equipment or to contractually require Subcontractors to furnish adequate safety equipment relevant to their responsibilities.

The Contractor shall obtain the necessary line clearance from the inspector before performing any work in, above, below or across energized Light Division circuits.

The Inspector and/or Engineer may advise the Contractor and the Safety Officer of any safety violations. It is the Contractor's responsibility to make the necessary corrections. Failure to correct safety violations is a breach of this Contract and, as such, shall be grounds for an order from the Safety Officer, Inspector or Engineer to cease further work and remove from the job site until the condition is corrected. Time and wages lost due to such safety shutdowns shall not relieve the Contractor of any provisions of Section 3.14 of this Specification and shall be at the sole cost of the Contractor. The purpose of this authority to stop work is to enforce the contract and not to assume control except to the extent necessary to ensure compliance with the provisions of this contract.

Any of the above actions by employees of the City of Tacoma shall in no way relieve the Contractor of his/her responsibility to provide for the safety of all persons, including his/her employees.

B. Work Hazard Analysis Report

The Contractor will be required to complete a work hazard analysis report. This report shall outline how the Contractor proposes to satisfy all safety laws and regulations involved in performing the work. This report shall be completed and submitted to the City Safety Officer before the pre-construction conference. A copy of the report shall be maintained at the work site (accessible to the supervisor).

3.06 PROTECTION OF WORKERS AND PROPERTY

The Contractor shall erect and maintain good and sufficient guards, barricades and signals at all unsafe places at or near the work and shall, in all cases, maintain safe passageways at all road crossings, and crosswalks, and shall do all other things necessary to prevent accident or loss of any kind.

The Contractor shall protect from damage all utilities, improvements, and all other property that is likely to become displaced or damaged by the execution of the work under this Contract.

The Contractor is responsible for all roads and property damaged by his/her operations as shall be determined by the Engineer administering this Contract. The Contractor shall be responsible for repairing all damage to roads caused by his/her operations to the satisfaction of the particular governmental body having jurisdiction over the road.

3.07 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

The Contractor shall keep on his/her work, during its progress, a competent superintendent and any necessary assistants, all of whom must be satisfactory to the City of Tacoma. The Contractor's superintendent shall not be changed except with the consent of the City of Tacoma, unless the Contractor's superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The Contractor's superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor directly. The Contractor shall give efficient supervision to the work, using his/her best skill and attention.

B. Character of Contractor's Employees

The Contractor shall employ only competent, skillful, faithful and orderly persons to do the work, and whenever the Engineer administering the Contract shall notify the Contractor in writing that any person on the work is, in his or her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall forthwith discharge such persons from the work and shall not again employ him or her on this Contract.

3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

The Contractor and Subcontractors shall be bound by the provisions of RCW Chapter 49.28 (as amended) relating to hours of labor. Except as set forth in the Special Provisions, eight (8) hours in any calendar day shall constitute a day's work on a job performed under this Contract.

In the event that the work is not performed in accordance with this provision and in accordance with the laws of the State of Washington, then this Contract may be terminated by the City of Tacoma for the reason that the same is not performed in accordance with the public policy of the State of Washington as defined in said statutes.

B. Prevailing Wages

If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.

If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:

1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,
2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid) and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.
3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the City prior to final Contract payment. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.

3.09 COPELAND ANTI-KICKBACK ACT

For contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3.10 CHANGES

A. In Plans or Quantities

The City of Tacoma, without invalidating this Contract, or any part of this Contract, may order extra work or make reasonable changes by altering, adding to or deducting from the materials, work and labor and the Contract sum will be adjusted accordingly. All such work and labor shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. When work or bid items are deducted, reduced or eliminated, it is agreed that no payment will be made to Contractor for anticipated profit.

B. Extra Work

Any claim or order for extra materials, work and labor made necessary by alterations or additions to the plans or by other reasons for which no price is provided in this Contract, shall not be valid unless the Contractor and Engineer administering the Contract have agreed upon a price prior to commencing extra work, and the agreement has been signed by the Contractor and approved by the Superintendent or his/her designee, and approved by the payment and performance bond surety.

C. Extra Work - No Agreed Price

If it is impracticable to fix an increase in price definitely in advance, the order may fix a maximum price which shall not under any circumstances, be exceeded, and subject to such limitation, such alteration, modification, or extra shall be paid for at the actual necessary cost as determined by the City of Tacoma, which cost (including an allowance for profit) shall be determined as the sum of the following items (1) to (7) inclusive:

- (1) Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the Engineer administering the Contract;
- (2) The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;
- (3) Material, including sales taxes pertaining to materials;
- (4) Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;
- (5) Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;
- (6) The proportionate cost of premiums on bonds required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.
- (7) The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

Whenever any extra work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each day, report to the Engineer the amount and cost of the labor and material used, and any other expense incurred in such extra work on the preceding day, and no claim for compensation for such extra work will be allowed unless such report shall have been made.

The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material, which, in the judgment of the Engineer administering the Contract, may properly be classified under items for which prices are established in the Contract.

D. Claims for Extra Work

If the Contractor claims that any instructions by drawings or otherwise, involve extra cost under this Contract, he/she shall give the City of Tacoma written notice thereof within 30 days after receipt of such instruction, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedures governing the same shall be as provided for immediately above in this paragraph. The method in these paragraphs is the only method available to the Contractor for payment of claims for extra work performed under the terms of this Contract.

3.11 CLEANING UP

The Contractor shall at all times, at his/her own expense, keep the premises free from accumulation of waste materials or debris caused by any workers or the work, at the completion of the work the Contractor shall remove all his waste materials from and about the site and all his/her equipment, sanitary facilities and surplus materials. In the case of dispute, the City of Tacoma may remove the debris and charge the cost to the Contractor as the City of Tacoma shall determine to be just. All material that is deposited or placed elsewhere than in places designated or approved by the Engineer administering the Contract will not be paid for and the Contractor may be required to remove such material and deposit or place it where directed.

3.12 PROGRESS PAYMENT

Progress payments will be made up to the amount of ninety-five percent (95%) of the actual work completed as shall be determined by the Engineer administering the Contract.

The Contractor may request that an escrow account be established as permitted by law, in which event the Contractor will earn interest on the retained funds.

When the time for construction, services and/or installation will exceed thirty (30) days, the Contractor may request, by invoice, to be paid a progress payment based on percentage of work completed. The Engineer will review and approve the progress payment request on a monthly basis.

3.13 FINAL PAYMENT

The final payment of five percent (5%) of the Contract price shall be approved on final acceptance of the work under this Contract by the Superintendent or his/her designee. In addition, before final payment is made, the Contractor shall be required to:

- A. Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington;
- B. Provide the General Release to the City of Tacoma on the form set forth in these Contract documents;
- C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;
- D. File with the City Director of Finance, and with the Director of the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;
- E. File with the City Director of Finance, on the state form to be provided, a statement from the State of Washington, Department of Labor and Industries, certifying that the prevailing wage requirements have been satisfied.
- F. File with the City Director of Finance, on the state form to be provided, a statement of release from the Public Works Contracts Division of the State of Washington, Department of Labor and Industries, verifying that all industrial insurance and medical aid premiums have been paid.

If there is a fee assessed to the City for any certificate, release or other form required by law, the contractor agrees that the fee amount may be passed on to the Contractor and deducted from the monies paid to the Contractor.

3.14 FAILURE TO COMPLETE THE WORK ON TIME

Should the completion of the work required under the Contract be delayed beyond the expiration of the period herein set for the completion of said work, or such extension of said period as may be allowed by reason of unavoidable delays, there shall be deducted from the total Contract price of work, for each calendar day by which such completion shall be delayed beyond said period of such extension thereof the sum of \$300 or a sum of money as set forth hereinafter in these Specifications, as the amount of such deduction per calendar day.

Said sum shall be considered not as a penalty, but as liquidated damages, which the City will suffer by reason of the failure of the Contractor to perform and complete the work within the period, herein fixed or such extensions of said period as may be allowed by reason of unavoidable delays.

Any money due or to become due the Contractor may be retained by the City to cover said liquidated damages, and should such money not be sufficient to cover such damages, the City shall have the right to recover the balance from the Contractor or his/her Sureties.

The filing of any bid for the work herein contemplated shall constitute acknowledgment by the Respondent that he/she understands, agrees and has ascertained that the City will actually suffer damages to the amount hereinabove fixed for each and every calendar day during which the completion of the work herein required shall be delayed beyond the expiration of the period herein fixed for such completion or such extension of said period as may be allowed by reason of unavoidable delays.

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

The City of Tacoma hereby reserves the right to use the facilities herein contracted prior to final acceptance under this Contract. The use of said facilities, as mentioned herein, shall not be construed as a waiver or relinquishment of any rights that the City of Tacoma has under this Contract.

3.16 LIST OF SUBCONTRACTORS

Bid proposals for construction, alteration or repair of any building or other public works that may exceed \$1,000,000 including tax shall satisfy the following requirement: Respondent shall submit as part of the bid, the names of the subcontractors, with whom the respondent, if awarded the contract, will subcontract performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The respondent shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the respondent must indicate which subcontractor will be used for which alternate. Failure to comply with this provision or the naming of two or more subcontractors to perform the same work shall require the City (pursuant to state law RCW 39.30.060) to determine that respondent's bid is nonresponsive; therefore, the bid will be rejected.

Herewith find deposit in the form of a cashier's check in the amount of \$_____ which amount is not less than 5-percent of the total bid.

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of _____ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____

List of Subcontractor Categories of Work

Project Name _____

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, and/or plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. **This information must be submitted with the bid proposal or within one hour of the published bid submittal time via email to bids@cityoftacoma.org.**

Subcontractor(s) that are proposed to perform the work of structural steel installation and/or rebar installation must be listed below. **This information must be submitted with the bid proposal or within forty-eight hours of the published bid submittal time via email to bids@cityoftacoma.org.**

Failure to list subcontractors or naming more than one subcontractor to perform the same work will result in your bid being non-responsive. Contractors self-performing must list themselves below. The work to be performed is to be listed below the subcontractor(s) name. If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____



City of Tacoma
Community & Economic Development
747 Market Street, Rm 900
Tacoma WA 98402

CITY OF TACOMA EQUITY IN CONTRACTING (EIC) AND LEAP PROGRAMS

Bidders Special Instructions

As part of the City of Tacoma's ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women's Business Enterprise (OMWBE) and approved by the Equity in Contracting Program ("Certified Businesses"). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works to the City of Tacoma.

The EIC Program requirements are contained in [Tacoma Municipal Code Chapter 1.07](#).

Contractors bidding on City of Tacoma projects are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. **A contractor who fails to meet the stated EIC requirements will be considered non-responsible.** Bidders are also subject to the City's Equal Employment Opportunity policies prohibiting discrimination.

The stated EIC requirements may be met by the contractor or by identified subcontractors. All EIC Requirements may be met by using MBEs, WBEs, DBEs or SBEs from the OMWBE certified list ([OMWBE website](#)). It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by OMWBE and approved by the City of Tacoma EIC Program **at the time of bid submittal**. Business certification may be verified by contacting the EIC Office*.

For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.*

The Equity in Contracting (EIC) forms included in these bid documents must be fully completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.

Post-Award Important Information

For all contracts that have requirements related to the EIC and LEAP policies, the City of Tacoma is utilizing two cloud-based software systems:

- **B2Gnow** - Contractors and subcontractors must report payment information in the B2Gnow System on a monthly basis. The EIC Staff will monitor/audit that retainage is paid by the prime contractor to the subcontractor(s) within 10 [working] days after the subcontractors' work is satisfactorily completed. This will be monitored/audited using the B2Gnow System.
- **LCP Tracker** - This system must be used for submitting certified payroll(s) for both EIC and LEAP compliance.

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation form contained in the bid submittal package:

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

It is the bidder's responsibility to ensure that the subcontractor(s) listed on the EIC Utilization Form are currently certified by the State of Washington's Office of Minority and Women Business Enterprises (OMWBE) at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday or the [OMWBE](#) Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

Equity in Contracting Requirements

Minority Business
Enterprise Requirement

5%

Women Business
Enterprise Requirement

1%

Small Business Enterprise
Requirement

5%

A list of EIC-eligible companies is available on the following web site addresses:

www.omwbe.diversitycompliance.com*

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE EIC UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 1.07

CCD/SBE:cc:561400/ WBS: PWR01059
Date of Record: 05/17/2022

*For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.



City of Tacoma
Community & Economic Development
747 Market Street, Rm 900
Tacoma WA 98402

Both systems are monitored/audited by EIC and LEAP staff to ensure contract compliance, proactively identify potential issues and track contract progress.

***EIC & LEAP STAFF Contact Information**

- **For questions regarding Certifications, EIC Compliance and B2GNow support, contact EIC Staff:**
Malika Godo at (253) 591-5630, or via email at mgodo@cityoftacoma.org
Gary Lizama at (253) 591-5826, or via email at glizama@cityoftacoma.org
- **For questions in regards to LEAP compliance and LCP Tracker support, contact LEAP Staff:**
Deborah Trevorrow at (253) 591-5590, or via email at dtrevorrow@cityoftacoma.org



City of Tacoma
Community & Economic Development
Office of Equity in Contracting
747 Market Street, Rm 900
Tacoma WA 98402
253-591-5826
Email: EICOffice@cityoftacoma.org

EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the contractors, subcontractors, material suppliers or other types of firms that are intended to be used to meet the stated EIC requirements for the contract awarded from this solicitation. This information will be used to determine contract award. Additional forms may be used if needed.

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from Businesses that are "Certified" by the Office of Minority and Women's Business Enterprises (OMWBE) www.omwbe.wa.gov as a MBE, WBE, and SBE to be known as "Certified Business".
- It is the Prime contractor's responsibility to verify the certification status of the business(s) intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ Complete business names and phone numbers are required to verify your usage of Certified Businesses

a. Business Name and Certification Number(s)	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization %	k. SBE Utilization %					

By signing and submitting this form the bidder certifies that the OMWBE Certified Business(s) listed will be used on this project including all applicable change orders.

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

The purpose of these instructions is to assist bidders in properly completing the EIC Utilization Form.

This form when submitted with your bid, provides information to the City of Tacoma to accurately review and evaluate your proposed EIC usage.

1. * Base Bid is the prime contractor's bid, plus any alternates, additives and deductibles selected by the City of Tacoma. Also, please refer to Items #10-12 below.
2. Column "a" – List all **Certified Business(s)** that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if the **Certified Business(s)** is being utilized as an MBE, WBE, or SBE. (Businesses may count towards multiple requirements).
4. Column "c" – List the appropriate NAICS code(s) for the scope of work, services, or materials/supplies for each **Certified Business**.
5. Column "d" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the **Certified Businesses** have negotiated prior to bid opening.
6. Column "e" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
7. Column "f" – Estimated MBE Usage Dollar Amount: For all MBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
8. Column "g" – Estimated WBE Usage Dollar Amount: For all WBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
9. Column "h" – Estimated SBE Usage Dollar Amount: For all MBE, WBE, or SBE firms used, Multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
10. Block "i" – The percentage of actual MBE utilization calculated on the Base Bid only. (Divide the sum of Estimated MBE Usage Dollar Amount (Column "f") by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column "f" divided by Base Bid (*) x 100 = MBE usage as a percentage of the Base Bid.)
11. Block "j" – The percentage of actual WBE utilization calculated on the Base Bid only. (Divide the sum of Estimated WBE Usage Dollar Amount (Column "g") by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column "g" divided by Base Bid (*) x 100 = WBE usage as a percentage of the Base Bid.)

12. Block “k” – The percentage of actual SBE utilization calculated on the Base Bid only. (Divide the sum of Estimated SBE Usage Dollar Amount (Column “h”) by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column “h” divided by Base Bid (*) x 100 = SBE usage as a percentage of the Base Bid.)

It is the prime contractor’s responsibility to check the status of **Certified Businesses** prior to bid opening. Call the EIC Office at 253-591-5826 or email at EICOffice@cityoftacoma.org for additional information.

Chapter 1.07

Equity in Contracting

Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 Approval as a Certified Business.
- 1.07.060 Program requirements.
- 1.07.070 Evaluation of submittals.
- 1.07.080 Contract compliance.
- 1.07.090 Program monitoring.
- 1.07.100 Enforcement.
- 1.07.110 Remedies.
- 1.07.120 Unlawful acts.
- 1.07.130 Severability.
- 1.07.140 Review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works, there has been historical underutilization of small and minority-owned businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of narrowly tailored contracting requirements to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code (“TMC”), or unless the context in which they are used clearly indicates a different meaning.

1.07.020.B

“Bid” means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

“Bidder” means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”

1.07.020.C

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise and meets the criteria set forth in Section 1.07.050 (2) of this chapter and has been approved as meeting that criteria by the Community and Economic Development Department Program Manager.

“City” means all Departments, Divisions and agencies of the City of Tacoma.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A “Contract” as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A “Contract” does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the

community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

“Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

1.07.020.G

“Goals” means the annual level of participation by Certified Businesses in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

1.07.020.N

“Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

1.07.020.P

“Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

“Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

“Program Regulations” means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

“Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

“Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

1.07.020.Q

“Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

1.07.020.R

“Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

1.07.020.S

“Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

“Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

“Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

1.07.020.T

“Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

1.07.020.W

“Waiver” means a discretionary decision by the City that the one or more requirements of this chapter will not be applied to a Contract or Contracts.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator’s ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the Goals set forth herein.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Approval as a Certified Business.

A. The Program Manager shall approve an entity as a Certified Business if all of the following criteria are satisfied:

1. The entity is certified as a DBE, SBE, MBE, WBE, or MWBE through the state of Washington’s Office of Minority & Women Business Enterprises; and
2. The entity can demonstrate that it also meets at least one of the following additional requirements:
 - a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
 - b. The entity’s business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
 - c. When the work is performed outside of Pierce County, the entity’s business offices may be located in an adjacent county in which the work is performed, or
 - d. Such additional information as the Program Manager or designee may require.
3. When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals.

The applicant may appeal any approval determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals.

The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of Certified Businesses in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of Certified Businesses in City contracts shall be based on the number of qualified Certified Businesses operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to Certified Businesses in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application of Annual Goals to Contracts.

The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.

B. Exceptions:

City departments/divisions or the Program Manager may request an exception to one or more of the requirements of this chapter as they apply to a particular Contract or Contracts. Exceptions may be granted in any one or more of the following circumstances:

1. Emergency:

The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency will be deemed documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. Not Practicable:

The Contract involves special facilities or market conditions or specially tailored or performance criteria-based products, such that compliance with the requirements of this chapter would cause financial loss to the City or an interruption of vital services to the public. Such circumstances must be documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the Board of Contracts and Awards ("C&A Board").

3. Sole source:

The supplies, services, and/or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the C&A Board.

4. Government purchasing.

The Contract or Contracts are the result of a federal, state or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is approved by the senior financial manager.

5. Lack of certified contractors:

An insufficient number of qualified contractors exist to create any utilization opportunities as documented by the Program Manager.

C. Waiver:

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, waiver of goals is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may

request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver..

Waivers may be granted only after determination by the City Manager or Director of Utilities that compliance with the requirements of this chapter would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance.

(Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contracts shall be evaluated for attainment of the Certified Business requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of Certified Business usage and the calculation of Certified Business requirements per this section shall include the following considerations:

1. General.

The dollar value of the contract awarded by the City to a Certified Business in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.

2. Supplies.

A public works and improvements contractor may receive credit toward attainment of the Certified Business requirement(s) for expenditures for supplies obtained from a Certified Business; provided such Certified Business assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the Certified Business goal for the amount of the commission paid to a Certified Business resulting from a supplies contract with the City; provided the Certified Business performs a commercially useful function in the process.

3. Services and Public Works subcontracts.

Any bid by a Certified Business or a bidder that utilizes a Certified Business shall receive credit toward requirement attainment based on the percentage of Certified Business usage demonstrated in the bid. A contractor that utilizes a Certified Business as a subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements.

Certified Business acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price.

The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. Certified Businesses may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.

b. Any bidder that does not meet the stated Certified Business requirements shall be considered a non-responsible bidder unless a waiver of one or more of the requirements of this chapter is granted, in the City's sole discretion, pursuant to the criteria and processes in Tacoma Municipal Code 1.07.060.C.

2. When contract award is based on qualifications or other performance criteria in addition to price, solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on Certified Business participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize Certified Business projected to be used must be approved in advance by the Program Manager. Substitution of one Certified Business with another shall be allowed where there has been a refusal to execute necessary agreements by the original Certified Business, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.
2. Where it is shown that no other Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the respondent, substitution with a non-Certified Business shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement Certified Business, such contractor shall be deemed to be in non-compliance.

B. Record Keeping.

All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of Certified Businesses, and shall include the right of the City to inspect such records.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document Certified Business utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the Program Manager, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;

4. Withhold funds due contractor until compliance is achieved; and/or

5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Review of program.

This chapter shall be in effect through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)



City of Tacoma
Community and Economic Development Department
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590
leap@cityoftacoma.org

LEAP LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. It requires Contractors performing qualifying public works projects or service contracts to ensure that 15 percent of the total labor hours worked on the project are performed by LEAP-Qualified Pierce County apprentices approved by the Washington State Apprenticeship Council (SAC), youth, veterans, residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas. Compliance may be met through any combination LEAP-Qualified employees. The Prime Contractor shall be solely responsible for meeting the LEAP Utilization Goal requirements.

Prime Contractors may obtain further information by contacting the City of Tacoma's LEAP Coordinator, Deborah Trevorow, at (253) 591-5590, or e-mail leap@cityoftacoma.org. The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

LEAP PROGRAM REQUIREMENTS:

1. **LOCAL EMPLOYMENT GOAL:** The Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:

- a) Civil Projects over \$250,000
- b) Building Projects over \$750,000

2. **APPRENTICE GOAL:** The Contractor is required to ensure that 15 percent of the total Labor Hours worked on any project over \$1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.

3. **SUBCONTRACTOR NOTIFICATION:** Prime Contractors shall notify all Subcontractors of the LEAP Program requirement. Subcontractor labor hours may be utilized towards achievement of the LUG. Owner/Operator hours may be used for the Local Employment Goal.

4. **FAILURE TO MEET LEAP UTILIZATION GOAL:** Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor met its goal. The amount per hour that shall be assessed shall be as follows:

- 100% achievement \$0.00 penalty
- 99% to 90% achievement \$2.00 penalty
- 89% to 75% achievement \$3.50 penalty
- 74% to 50% achievement \$5.00 penalty
- 49% to 1% achievement \$7.50 penalty
- 0% achievement \$10.00 penalty

*Penalty may be waived in the best interests of the City of Tacoma.

LEAP DOCUMENT SUBMITTALS:**

1. *PRIME CONTRACTOR LEAP UTILIZATION PLAN (PCLUP)*: The Contractor is required to provide the *PCLUP* at the **Pre-Construction meeting** showing the goals to be achieved for the project. The Contractor must identify in the *PCLUP* the estimated labor hours to be worked on the project by trade/craft persons.
2. *LEAP EMPLOYEE VERIFICATION FORM*: The Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LUG with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.
3. *LEAP WEEKLY PAYROLL REPORT*: The Prime and Subcontractors must complete and attach this form to the front of each weekly certified payroll when submitting payrolls in LCP Tracker
4. *WEEKLY CERTIFIED PAYROLL*: The Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.
5. *DEPARTMENT OF LABOR & INDUSTRIES (L&I)*: The Prime must enter the project in the L&I project site and notify the LEAP Office when this has been completed.

****WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

LEAP REQUIREMENTS & PROCEDURES:

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award Submittals:

- *Prime Contractor LEAP Utilization Plan.* This form is to be completed and presented at the Pre-Construction Meeting.
- *LEAP Employee Verification Form.* This form is to be completed for every qualifying LEAP employee.

The City of Tacoma's LEAP office enforces two mandatory requirements on City projects based on certain monetary thresholds.

Local Employment Utilization Goal - the Prime Contractor performing a qualifying public works project must ensure that 15 percent of the total labor hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed Zip Codes whether or not any such person is an apprentice.

Apprenticeship Utilization Goal – for contracts above one-million dollars, the Prime Contractor performing a qualifying public works project must ensure that 15 percent of the total labor hours worked on the project are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. The accompanying LEAP Regulations, forms, and maps are included in these specifications.

***Exceptions:** If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is below \$1 million and is thusly subject to the:

1. 15% Local Employment Utilization Goal

LEAP staff can assist contractors in the recruitment, screening and selection of qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 316-3057 or (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. www.cityoftacoma.org/leap



City of Tacoma
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org

LEAP

Documents and Submittal Schedule

In the attached packet, you will find the LEAP forms that are required to be submitted by the Prime and Sub Contractors.

- ❑ **LEAP Abbreviated Program Requirements:** brief overview of LEAP Program requirements
- ❑ **Prime Contractor *LEAP* Utilization Plan:** to be submitted at the Pre-Construction Meeting
(Required by Prime Contractor Only)
- ❑ **LEAP Employee Verification Form:** to be submitted on an ongoing basis for each qualified LEAP employee
- ❑ **LEAP Weekly Payroll Report:** must be attached and filled out to the front of each certified payroll
- ❑ **Tacoma Public Utilities Service Area Map, Economically Distressed ZIP Codes Map:** for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- ❑ **Weekly Certified Payrolls:** to be submitted via LCP Tracker weekly, biweekly or monthly with the LEAP Payroll Report attached as scheduled by the Prime
- ❑ **Statement of Intent to Pay Prevailing Wages:** to be submitted prior to commencing work
- ❑ **Affidavit of Wages Paid:** to be submitted upon completion of each contractor's work
- ❑ **Document Verification:** provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5590 or email dtrevorrow@cityoftacoma.org

CHAPTER 1.90

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

- 1.90.010 Purpose.
- 1.90.020 Scope.
- 1.90.030 Definitions.
- 1.90.040 LEAP goals.
- 1.90.050 *Repealed.*
- 1.90.060 Effect of program on prime contractor/subcontractor relationship.
- 1.90.070 Apprentice utilization requirements – Bidding and contractual documents.
- 1.90.080 Enforcement.
- 1.90.090 Compliance with applicable law.
- 1.90.100 Review and reporting.
- 1.90.105 Authority
- 1.90.110 Interpretation.

1.90.010 Purpose.

The purpose of this Chapter is to establish a means of providing for the development of a trained and capable workforce possessing the skills necessary to fully participate in the construction trades.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

The provisions of this Chapter shall apply to all Public Works or Improvements funded in whole or in part with City funds or funds which the City expends or administers in accordance with the terms of a grant.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

As used in this chapter, the following terms shall have the following meanings:

- A. “Apprentice” shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- B. “Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).
- C. “City” shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.
- D. “Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.
- E. “Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.
- F. “Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.
- G. “Economically Distressed ZIP Codes” shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:

1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

Said thresholds shall be updated within 30 days following any Prevailing Wage updates issued by the Washington State Labor and Industry. All updates are to be published on the first business day in August and in February of each calendar year.

H. “Electrical Utility” and “Water Utility” shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.

I. “Estimated Cost” shall mean the anticipated cost of a Public Work or Improvement, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.

J. “Estimated Labor Hours” shall mean the anticipated number of Labor Hours determined by the City to be necessary to construct a Public Work or Improvement and set forth in the specifications for the project, or as may be subsequently revised due to contract or project adjustment, or pursuant to an agreed upon change order.

K. “Existing Employee” shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.

L. “Labor Hours” shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, and who are subject to state or federal prevailing wage requirements. The term “Labor Hours” shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term “Labor Hours” shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act - 40 U.S.C. 276 (a).

M. “LEAP Coordinator” shall mean the City of Tacoma staff member who administers LEAP.

N. “LEAP Program” or “Program” shall mean the City of Tacoma’s Local Employment and Apprenticeship Training Program, as described in this chapter.

O. “LEAP Regulations” or “Regulations” shall mean the rules and practices established in this document.

P. “LEAP Utilization Plan” shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated goals will be met on the project.

Q. “Priority Hire Resident” shall mean any resident within the Economically Distressed ZIP Codes.

R. “Project Engineer” shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.

S. “Public Work or Improvement” shall have the same meaning as provided in Section 39.04.010 RCW, as that Section may now exist or hereafter be amended.

T. “Resident of Tacoma” shall mean any person, not defined as a Resident of the Community Empowerment Zone, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person’s presence is more than merely transitory in nature.

U. “Service Area - Electrical” or “Electrical Service Area” shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility.

V. “Service Area - Water” or “Water Service Area” shall mean that area served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the water utility.

W. “Service Contract” shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as “Building Projects” or “Civil Projects.”

X. “Subcontractor” means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement by a Contractor.

Y. “Tacoma Public Utilities” means the City of Tacoma, Department of Public Utilities.

Z. “Tacoma Public Utilities Service Area” shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.

AA. Washington State Labor and Industry Prevailing Wage shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 28110 Ex. C; passed Dec. 4, 2012; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 1; passed Jun. 21, 2005; Ord. 26698 § 1; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.040 LEAP goals.

A. Utilization Goals.

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours actually worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.

a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.

2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).

3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project's total Labor Hours for purposes of determining compliance with the requirements of this chapter.

4. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor's or Provider's plan.

The Contractor or Service Provider shall be responsible for meeting the LEAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by Subcontractors. To the extent possible, the Contractor or Service Provider shall recruit Apprentices from multiple trades or crafts.

B. Failure to Meet Utilization Goal.

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:

Percent of Goal Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor's existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

C. LEAP Reports.

Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor, The

Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Goal Adjustments.

1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.

a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.

b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.

2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.

3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.

E. Utilization - Electrical Projects Outside Electrical Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

F. Utilization - Water Projects Outside Water Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's water utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.

G. Utilization - Projects Outside Tacoma Public Utilities Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization goal specified in subsection A1. of this section. The 15% utilization goal specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

H. Emergency.

This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

I. Conflict with State or Federal Requirements.

If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the

remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 2; passed Jun. 21, 2005; Ord. 26992 § 1; passed Oct. 15, 2002; Ord. 26698 § 2; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.050 Repealed by Ord. 27368. Good faith efforts.

(Ord. 27368 § 3; passed Jun. 21, 2005; Ord. 26698 § 3; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works contract.

(Ord. 26698 § 4; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor's breach of these performance requirements, which shall be published with the City's call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

A. The Director shall review the Contractor's or Service Provider's and all Subcontractor's employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

(Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090 Compliance with applicable law.

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.100 Review and reporting.

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager's and Director's findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.110 Interpretation.

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)

Tacoma Public Utilities Infrastructure and Service Area (Apprentice Utilization)

98001	Auburn	0.00%
98002	Auburn	0.00%
98003	Federal Way	0.00%
98010	Black Diamond	0.00%
98022	Enumclaw	0.00%
98023	Federal Way	0.00%
98030	Kent	0.00%
98032	Kent	0.00%
98038	Maple Valley	0.00%
98042	Kent	0.00%
98045	North Bend	0.00%
98051	Ravensdale	0.00%
98070	Vashon	0.00%
98092	Auburn	0.00%
98198	Seattle	0.00%
98304	Ashford	0.00%
98321	Buckley	0.27%
98323	Carbonado	0.05%
98327	DuPont	0.00%
98328	Eatonville	2.92%
98329	Gig Harbor	0.24%
98330	Elbe	0.00%
98332	Gig Harbor	0.00%
98333	Fox Island	0.00%
98335	Gig Harbor	0.05%
98336	Glenoma	0.00%
98338	Graham	0.79%
98349	Lakebay	0.06%
98354	Milton	0.01%
98355	Mineral	0.00%

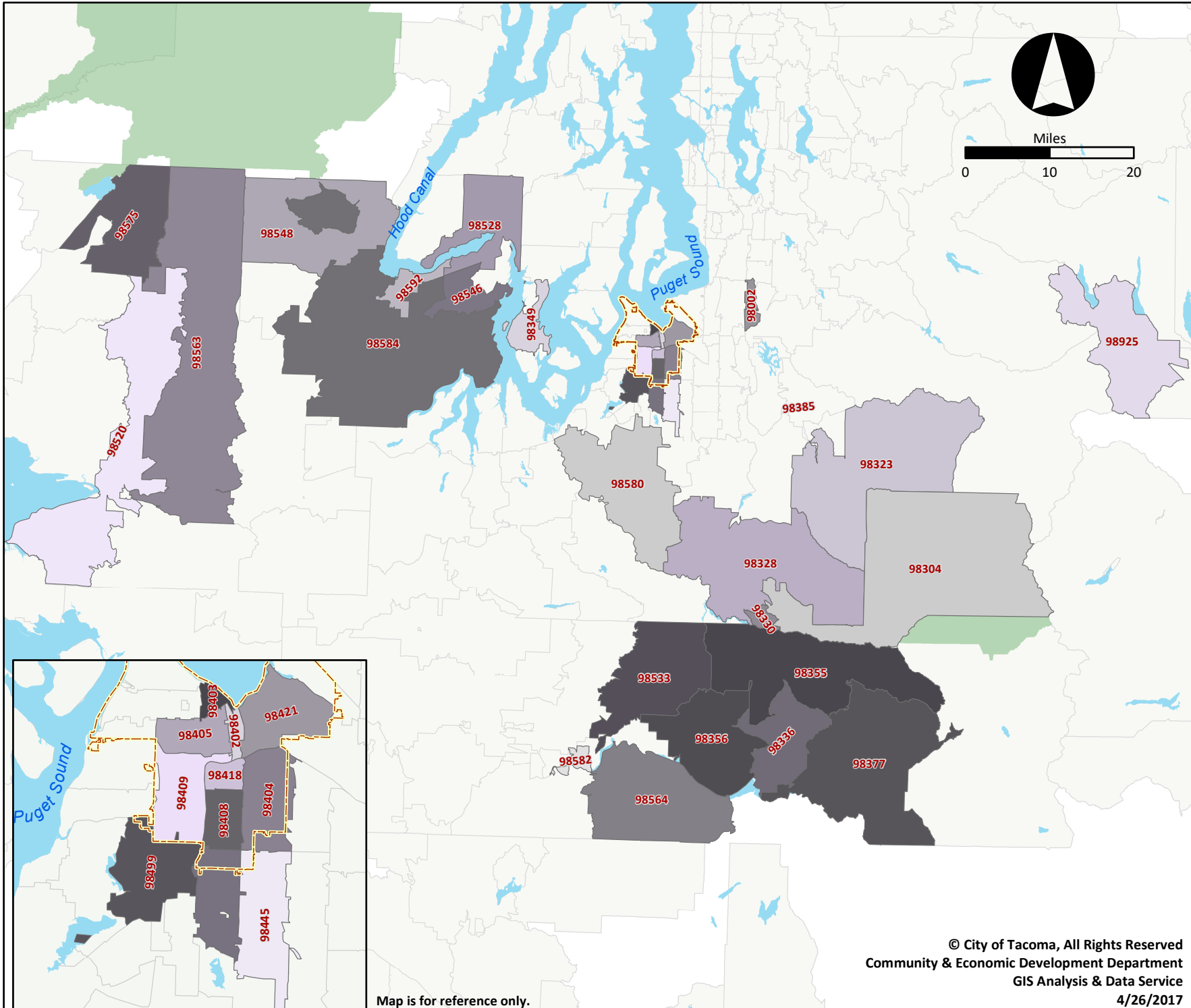
98356	Morton	0.17%
98360	Orting	0.54%
98371	Puyallup	0.12%
98372	Puyallup	1.33%
98373	Puyallup	1.42%
98374	Puyallup	0.15%
98375	Puyallup	0.29%
98377	Randle	0.00%
98385	South Prairie	0.00%
98387	Spanaway	0.68%
98388	Spanaway	0.00%
98390	Sumner	0.12%
98391	Bonney	1.83%
98402	Tacoma	0.46%
98403	Tacoma	3.31%
98404	Tacoma	10.15%
98405	Tacoma	4.97%
98406	Tacoma	3.51%
98407	Tacoma	4.38%
98408	Tacoma	12.58%
98409	Tacoma	8.88%
98416	UPS	0.00%
98418	Tacoma	1.98%
98421	Tacoma	0.00%
98422	Tacoma	0.67%
98424	Tacoma	0.98%
98430	Camp Murray	0.00%
98433	Tacoma	0.00%
98438	McChord	0.00%
98439	Lakewood	0.00%

98443	Tacoma	0.00%
98444	Tacoma	7.20%
98445	Tacoma	2.09%
98446	Tacoma	0.17%
98447	PLU	0.00%
98465	Tacoma	0.44%
98466	Tacoma	0.06%
98467	University Place	0.09%
98498	Lakewood	0.05%
98499	Lakewood	0.26%
98520	Aberdeen	0.00%
98524	Allyn	0.97%
98528	Belfair	0.31%
98533	Cinebar	0.00%
98546	Grapeview	0.00%
98548	Hoodspport	0.00%
98555	Lilliwaup	0.00%
98563	Montesano	0.21%
98564	Mossyrock	0.00%
98575	Quinalt	0.20%
98580	Roy	2.02%
98582	Salkum	0.00%
98584	Shelton	10.31%
98585	Silver Creek	0.00%
98591	Toledo	1.93%
98592	Union	0.00%
98597	Yelm	0.00%
98925	Easton	0.00%

Economically Distressed ZIP Codes (Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Y		Y	Ashford/Rainier
98323	Y	Y	Y	Carbonado
98328	Y		Y	Eatonville
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98349	Y	Y		Lakebay
98355		Y	Y	Mineral
98356	Y	Y	Y	Morton
98377	Y	Y	Y	Randle
98385		Y	Y	South Prairie
98402	Y	Y		Downton
98403	Y	Y		Stadium/St. Helens
98404	Y	Y		Eastside
98405	Y	Y		Hilltop/Central
98408	Y		Y	South End
98409	Y	Y		South Tacoma
98418	Y		Y	Lincoln/South End
98421	Y	Y	Y	Port
98439	Y	Y		McChord AFB
98444	Y	Y		Parkland
98445	Y		Y	Midland
98499	Y	Y		Lakewood
98520	Y	Y	Y	Aberdeen
98528	Y		Y	Belfair
98533		Y	Y	Cinebar
98546	Y	Y	Y	Grapeview
98548	Y	Y	Y	Hoodsport
98563	Y	Y	Y	Montesano
98564	Y	Y	Y	Mossyrock
98575	Y		Y	Quinault
98580	Y		Y	Roy
98582	Y		Y	Salkum
98584	Y		Y	Shelton
98591	Y		Y	Toledo
98592		Y	Y	Union
98925	Y		Y	Easton

Appendix C: Economically Distressed ZIP Codes Map



City Limits

- 98002
- 98304
- 98323
- 98328
- 98330
- 98336
- 98349
- 98355
- 98356
- 98377
- 98385
- 98520
- 98528
- 98533
- 98546
- 98548
- 98563
- 98564
- 98575
- 98580
- 98582
- 98584
- 98592
- 98925
- 98402
- 98403
- 98404
- 98408
- 98409
- 98418
- 98421
- 98444
- 98445
- 98499

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Community & Economic Development Department
GIS Analysis & Data Service
4/26/2017

Map is for reference only.



City of Tacoma LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org
www.cityoftacoma.org/leap

LEAP EMPLOYEE VERIFICATION FORM

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

Ethnic Group (*optional*): ☐ Asian/Pac Isl. ☐ Black ☐ Hispanic ☐ Native American ☐ White ☐ Other

Gender (*optional*): ☐ MALE ☐ FEMALE

Complete Physical Address (No PO Boxes): _____

City: _____ State: _____ Zip: _____ Telephone: _____ Date of Hire: _____

Apprenticeship County: _____ Apprentice Registration I.D. (*if applicable*): _____

Age: _____ Copy of DD-214: _____

*******Please fill out entire form for tracking LEAP performance*******

LEAP qualified employee categories: (check all that apply and provide evidence for each check)

_____ a. Resident within the geographic boundaries of the City of Tacoma

_____ b. Resident within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

_____ c. WA State Approved Apprentice living in Tacoma Public Utilities Service Area

_____ d. WA State Approved Apprentice *(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee: _____ Date: _____

Contractor Representative: _____ Date: _____

LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a legible copy of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Pierce County residency and apprentice status, youth status, or veteran status.

.....

_____ For Youth - Copy of Birth Certificate or WA State ID or
_____ WA Driver's License (projects advertised after 05-20-13)

_____ For Veterans – Copy of DD-214(Projects advertised after
_____ 05-20-13)

_____ Driver's License with current address

_____ Utility Bill/Phone Bill/Cell Bill/Cable Bill with current
_____ address

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

*Any of the above must have a complete physical address verified by the www.govme.org website.

No PO Boxes

Contractor Representative:_____

Date:_____

Title:_____



City of Tacoma
LEAP Office
747 Market Street, Room 900
Tacoma WA 98402
(253) 591-5590
leap@cityoftacoma.org

PRIME CONTRACTOR LEAP UTILIZATION PLAN

Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.

Part A

Contractor:		Date:
Specification Number:	Contract/Work Order Number(s):	Contract Dollar Amount:
Project Description:		Notes:

PART B		PLANNED LEAP HOURS*			
Trade or Craft	City of Tacoma Resident	Economic Distressed Area Resident	Tacoma Public Utilities Service Area Apprentice Resident	WA State Apprentice *(Contracts outside of TPU Service Area Only)	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Date
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Rejected
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Date
	hrs.	hrs.	hrs.	hrs.	
Totals					
					TOTAL hrs.

Part C

Provide a description of how the Contractor plans to ensure that the LEAP Utilization Requirements on the project will be met. (Use additional sheets if necessary)

General Instructions for completing Prime Contractor LEAP Utilization Plan

Part A

Contractor/Contract Information Section: The Prime Contractor is responsible for completing this section. Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.

Part B

Planned LEAP Hours Section: This section should be completed by the Prime Contractor. The information required in Part B is described below.

Trade or Craft: Indicate the Trade or Craft being used.

LEAP Employee Categories: Indicate the number of hours that will be utilized by the Prime Contractor and all Sub Contractors for each craft and broken down by City of Tacoma Resident, City of Tacoma Apprentice, Youth, or Veteran, Pierce County Apprentice, Youth, or Veteran.

For Watershed Projects: King County Apprentice – Approved by Washington State and/or Seattle Renewal Community (CEZ) Resident.

For Hydro Projects: Area Residents (residing in either Pierce County or the County where the work is performed: Lewis, Mason, Grays Harbor or Thurston County), Tacoma Community Empowerment Zone Resident, City of Tacoma Residents.

Totals: Total the number of hours in each of the six (6) columns.

Total Planned LEAP Utilization Hours: This is the total number of hours planned on this project to satisfy the LEAP Utilization Requirement.

Part C

Description of how the Contractor plans to ensure fulfillment of the LEAP Utilization Requirement: This section is to be completed by the Prime Contractor. Please describe how you plan to satisfy the LEAP Utilization Requirement on this project. Provide a summary of your outreach and recruitment procedures to hire LEAP Qualified Employees to work on this project.

No Work Performed (NWP) Report

Prime/Sub Contractor: _____

Specification Number: _____

Project Description: _____

Payroll Week Ending Date: _____ Payroll Number: _____

NO WORK PERFORMED

I, the undersigned, do hereby certify under penalty of perjury, that the information contained herein is true and correct.

Signature of Responsible Officer

Title

Date

PREVAILING WAGE RATES

This project requires prevailing wages under [39.12 RCW](#). Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Mason County.

The effective date for prevailing wages on this project will be the **submittal deadline** with these exceptions:

- a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
- b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
- c. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<https://secure.lni.wa.gov/wagelookup/>

REQUIRED FILINGS

The contractor and all subcontractors covered under [39.12 RCW](#) shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://www.lni.wa.gov/> or by visiting their MY L&I account.

MASTER SPECIFICATION

SPECIFICATION NO. PG22-0473F

CUSHMAN PROJECT CUSHMAN NO.2 DEBRIS REMOVAL RAMP CONSTRUCTION

These Special and Technical Specifications have been prepared under the direction of a licensed Professional Engineer, registered in the State of Washington

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DIVISION 1 - SPECIAL PROVISIONS

SECTION 01010 - SUMMARY OF WORK

1.1 PROJECT DESCRIPTION

This project includes the construction of Debris Removal Ramp to enhance and improve debris removal processes. The project will include the construction of a Mechanically Stabilized Earth (MSE) Block wall otherwise know as Concrete Segmental Retaining Wall System, grading and filling of approximately 260 cubic yards of material, cast-in-place concrete and the installation of proprietary pre-cast concrete ramp panels.

The contractor shall supply all materials required to complete the work required by this contract in excess of those materials supplied by Tacoma Power as listed in Section 01040 – Project Coordination.

In all cases, the City's contract is with one (1) general contractor and it is the general contractor's responsibility to ensure all work required to provide a complete and operational facility is included in their bid. When possible, the City has attempted to reference work which should be coordinated with various trades, but it is the contractor's responsibility to coordinate and schedule the work of all subcontractors, trades, and suppliers to assure the proper and timely prosecution and completion of all items of work.

Major components of work under this contract include, but are not limited to, the following list:

A. CONCEPT OF SCHEDULE

The Cushman No.1 Debris Removal Ramp is subject to permitting through local, state and federal jurisdictions. The process began January 2020. Construction is anticipated for and planned during the 2022-2023 Winter draw-down of the Lake Cushman Reservoir which is expected to be mid-November through early-February.

B. SITE WORK

General work scope includes, but is not limited to, the following:

1. Earthwork/Grading activities
2. Installation/Construction of Segmental Concrete Retaining Wall(s)
3. Cast-in-place Concrete
4. Installation of pre-cast concrete panels.

1.2 PROJECT LOCATION

This project is located on the south end of the Lake Cushman reservoir nearby the Cushman No. Spillway structure, 52 N. Cooper Hawk Pl, Hoodspert, WA 98548, and as shown on Tacoma Power Drawing No. 20.12.G.1.0. The project is located in Mason County, Washington.

1.3 SITE SHOWING

The bidder will be responsible for examining the site(s) and to have compared the sites with the specifications and contract drawings contained in this specification, and be satisfied as to the facilities and difficulties attending the execution of the proposed contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, special work conditions including work schedules, obstacles and contingencies) before the delivery of their proposal.

No allowance will be subsequently made by the City on behalf of the bidder by reason of any error or neglect on the bidder's part, for such uncertainties as aforesaid.

A site showing will be conducted on Wednesday August 3, 2022 following the pre-bid meeting scheduled at 10:00 a.m, at the Cushman Project Office located at 21451 North US Highway 101, Shelton, WA 98584. The bidder is responsible for examining the site prior to placing a bid. **Only one (1) site showing will be conducted. It is the bidder's responsibility to assure that they attend the site showing as scheduled.** If the contractor cannot make the listed showing, they may be able to coordinate a visit to the site on their own. Attendance to the pre-bid meeting or site showing is not mandatory but strongly encouraged to provide bidders opportunity to judge the site and inherent conditions first hand. Tacoma Power shall make no adjustment to the price or provide any compensation to the contractor for impacts relating to the contractor's failure to consider the potential impacts of the site conditions observed as well as changes in the site conditions that could have been anticipated by the contractor.

By entering into the contract, the bidder represents that they have inspected in detail the project site and has become familiar with all the physical and local conditions affecting the project and/or the project site. Any information provided by the City to the contractor, relating to existing conditions on, under, or to the project and/or site including, but not limited to information pertaining to hazardous material abatement and other conditions affecting the project site, represents only the opinion of the City as to the location, character, or quantity of such conditions and is provided only for the convenience of the contractor. The contractor shall draw their own conclusions from such information and make such tests, review and analyses as the contractor deems necessary to understand such conditions and to prepare their proposal.

The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of such information and there is no guarantee, either expressed or implied, that the conditions indicated or otherwise found by the contractor as a result of any examination or exploration are representative of those existing throughout the work and/or project site.

The contractor shall carefully study and compare the contract documents with each other and shall at once report to the City errors, inconsistencies or omissions discovered. If the contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the contract documents without such notice to the City, the contractor shall assume the risk and responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the contractor with the contract documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.

1.4 COMMENCEMENT, PROSECUTION AND COMPLETION

The contractor will be required to complete the contract documents and to provide surety and payment bonds within ten (10) calendar days after the award of the contract. The contractor shall begin the work to be performed in the contract within ten (10) calendar days after the date of notification to commence work. Notification to commence work may either be by letter or, if no letter is issued, by agreement at the preconstruction conference (or if no letter is issued, by the date the contract is executed by the City).

The contractor shall be required to complete all work within ninety six **(96) calendar days** after the date of notification to commence work. If the contractor fails to complete all work within ninety six **(96) calendar days**, the City will assess liquidated damages in accordance with Section 3.14 of the General Provisions.

1.5 SPECIFICATION FORMAT

This specification is written and formatted for use with Public Works specifications and is numbered to be consistent with other specifications, including Construction Specifications Institute (CSI) format, as modified by the City. It is not intended to indicate what work is to be accomplished by various subcontractors on the project. In all cases, the City's contract is with one (1) general contractor and it is the general contractor's responsibility to insure all work required to provide a complete and operational facility is included in their bid.

When possible, the City has tried to reference work which should be included with various trades, but it is the contractor's responsibility to ensure all work is properly coordinated. The numbering system in the Special Provisions Section reflects standard provisions written by the City and assigned constant numbers. Thus, gaps will appear when specific sections are not used.

1.6 CONTRACT WORK TIMES

Contract work times shall be Monday through Friday, 7:00 a.m. to 3:30 p.m., excluding holidays, described in Section 2.14 of the General Provisions or as otherwise approved by the City.

If the contractor elects to work on a Saturday, Sunday, holiday or longer than the designated contract work times, such work shall be considered overtime work. On all such overtime work, a City engineer or their inspector must be present. The contractor shall reimburse the City for the full amount of the costs for City employees who must work any such overtime hours. It shall be the engineer's decision as to when an inspector is required. For the purpose of estimation of reimbursement of City employee's overtime, the bidder shall budget \$50.00 per hour.

However, if the City orders work to be performed on overtime, all City employees' overtime costs will be at no expense to the contractor. The City will not require reimbursement for overtime hours worked by the City for inspection as detailed in the General Provisions if the conditions of this paragraph are met to the satisfaction of the engineer.

1.7 QUALIFICATION OF CONTRACTORS

A. QUALIFIED CONTRACTORS

Only contractors with management, employees, and staff experienced in the type of work required by this specification, and with a record of successful completion of projects of similar scope, complexity, and overall cost will be considered. The bidder must complete the Contractor's Record of Prior Contracts form attached to this specification at the time of submitting their bid. The City will be the sole judge of the bidder's ability to meet the requirements of this paragraph. Bidders past work will be judged in complexity of job, time of completion, organization, and other factors that may indicate the abilities of the contractor.

Submit to the engineer within ten (10) calendar days following execution of the contract documents, a list of all subcontractors, including each subcontractor's address, telephone number, and contact person to be used on this project.

After completion of the project, an evaluation prepared on the form titled "Generation Contractor Performance Review" which is attached will be completed for the general and all subcontractors on this project. This form will be used to determine the adequacy of the work performed on this project including supervisor, quality of work, and adequate manpower and equipment, and the ability for the general or subcontractor to perform work for Tacoma Power in the future.

Any exception taken by any contractor to the comments on the form should be directed to the engineer within thirty (30) days of receipt. Failure to adequately respond to a poor evaluation within this time frame will be cause for rejection of future bids. The completed evaluation form will be shared with the contractor and subcontractors, but will be kept confidential by the City.

B. QUALIFIED SUPERINTENDENT

The contractor shall employ a competent superintendent as referenced in Section 01040 – Project Coordination, Paragraph 1.12 – Superintendent.

1.8 SPECIFICATIONS AND DRAWINGS

The following drawings, attached to these specifications, are made a part of the contract:

Drawings for Construction

<u>Drawing No.</u>	<u>Title</u>
20.12.G1.0	Debris Removal Ramp Cover Sheet & Vicinity Map
20.12.C1.0	Debris Removal Ramp Site Plan
20.12.C1.1	Spillway Stop-Log Storage Pad Site Plan
20.12.C2.0	Debris Removal Ramp Profile & Section Views
20.12.C2.1	Debris Removal Ramp & Spillway Stop-Log Storage Pad Elevation & Section Views
20.12.C3.0	Debris Removal Ramp Grading & T.E.S.C. Plan
20.12.C3.1	Debris Removal Ramp Standard Notes
20.12.C3.2	Debris Removal Ramp Standard Details
20.12.C4.0	Debris Removal Ramp Concrete Anchor & Pre-Cast Panel Reinforcement Plan, Details & Sections

All contract drawings are reduced to approximately half-size. Typical full-size prints are available and may be inspected by prospective bidders in the office of the Assistant Generation Manager - Generation Section, Tacoma Power, Third Floor, Tacoma Public Utilities Building, 3628 South 35th Street, Tacoma, Washington. Copies of original drawings may be obtained through the engineer during the bidding period. The contractor will be required to pay for all City-made full-size prints.

A maximum of two (2) sets of specifications and one (1) set of full-size reproducible drawings will be furnished to the successful bidder for construction purposes. It shall be the contractor's responsibility to provide sufficient sets of drawings for building purposes.

The contractor shall keep on the job site a full-size copy of the drawings and the specifications, and shall, at all times, give the engineer access thereto.

1.9 EVALUATION OF BIDS

The award of this contract will not be based on cost alone as other factors and features are equally important. The contract will be awarded to the lowest responsive and responsible bidder complying with the specifications; provided such bid is reasonable and it is in the best interests of the City to accept.

The City, however, reserves the right to reject any and all bids and to waive any informalities in bids received. The City reserves the right to let the contract to the lowest responsive and responsible bidder whose bid will be most advantageous to the City, price and any other factors considered.

All other elements or factors, whether or not specifically provided for in this contract, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of the contract. In addition, the bid evaluation factors set forth in Tacoma Municipal Code Section 1.06.262 may be considered by the City. The conclusive award decision will be based on the best interests of the City. The engineer's decision as to which contractor best meets the City's need will be final.

In addition to General Provisions Section 1.08, the following factors will be used in bid evaluation:

- A. Experience and success of both company and superintendent completing at least three (3) projects of similar scope, complexity and overall cost.
- B. A minimum of ten (10) documented years of experience in project supervision by superintendent. Bidders shall submit a resume of named superintendent with their bids. See Section 01300 - Submittals and Shop Drawings.
- C. Proposal prices, base bid, and cost of any or all alternates listed.
- D. Review of all required submittals.
- E. Past record with the City (including satisfying safety requirements).
- F. Bidder's responsibility based on, but not limited to:
 - 1. Ability, capacity, organization, technical qualifications and skill to perform the contract or produce the services required.
 - 2. Contractor's construction record including references, judgment, stability, adequacy of equipment proposed to be furnished.
 - 3. Whether the contract can be performed within the time specified.
 - 4. Quality of performance of previous contracts or services

During the term of this contract, other City of Tacoma Departments/Divisions shall have the right to enter into additional service contracts or issue purchase orders based on the unit prices and/or service rates stated in this contract. An exception taken specifically to this provision at time of submittal shall not constitute a material deviation in the bidding process.

1.10 LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

LEAP is a mandatory City of Tacoma program that requires the prime contractor or service provider performing a qualifying public works project or service contract to ensure that 15-percent of the total labor hours worked on the project are performed by apprentices approved by the Washington State Apprenticeship Council (SAC) and/or residents of Tacoma. Compliance may be met through any combination of utilizing residents of Tacoma or SAC apprentices. The mission of LEAP is to provide an opportunity for City of Tacoma and Empowerment Zone/Enterprise Community residents to enter apprenticeship programs, acquire skills and perform work which will provide family-wage jobs.

LEAP Program Dollar Thresholds: LEAP applies to Public Works “civil” projects greater than \$250,000; “building” projects greater than \$750,000.; and “service” contracts on a case-by-case basis.

Required Submittals: The prime contractor or service provider must complete and provide the following reports: Prime Contractor LEAP Utilization Plan, LEAP Employee Verification Form, and LEAP Weekly Payroll Report. The Prime Contractor LEAP Utilization Plan must be submitted at the pre-construction meeting.

LEAP can assist contractors in the recruitment, screening and selection of qualified City of Tacoma applicants interested in a career in the building and construction trade occupations or other career pathways. Residents can be screened and provided with education, training and support services that lead to employment with your company.

Contractors may obtain further information by contacting the City’s LEAP Office at 253-591-5826 or e-mail Clifford Armstrong at carmstrong@cityoftacoma.org. The LEAP Office is located in the City’s Community & Economic Development Department, Tacoma Municipal Building, 747 Market Street, Room 808, Tacoma, Washington 98402.

1.11 PREVAILING WAGES

In addition to the requirements of Section 3.08(B) of the General Provisions, the contractor shall be required to post on the job site a copy of the intent form to pay prevailing wages.

As identified in the General Provisions, the contractor shall comply with the law regarding prevailing wages. These rules apply to any contractor who does business with the City, including owner/operators.

A Statement of Intent to Pay Prevailing Wages **MUST** be filed with the Washington Department of Labor & Industries upon award of contract. An Affidavit of Wages Paid **MUST** be filed with the Washington Department of Labor & Industries upon job completion.

Payments cannot be released by the City until certification of these filings are received by the engineer. Additional information regarding these submittals can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, or by visiting their web site at: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

1.12 PERFORMANCE (SURETY), PAYMENT AND RETAINAGE BONDS

A. PERFORMANCE (SURETY) AND PAYMENT BONDS

The Contractor shall provide both a Surety and Payment Bond for 100-percent of the total contract award within ten (10) calendar days after award of the contract in accordance with the General Provisions. These bonds shall be required for each contact awarded under this specification.

B. RETAINAGE BOND

A 5-percent retainage bond may be provided in lieu of the City withholding five-percent retainage. If a retainage bond is not obtained, the City will withhold 5-percent retainage until the end of the contract. If a retainage bond is provided, the City form must be used.

Contractor shall provide notice of intent to provide retainage bond ten (10) days prior to first invoice. The City may elect to allow submission of retainage bond after the first payment at its discretion.

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

1.1 ADMINISTRATION

A. AUTHORITY

The City inspector or engineer in coordination with the contractor shall make all measurements and determine all quantities and amounts of work done for progress payments under the contract.

Approximately once a month, the project engineer shall make an estimate of the work completed or done by the contractor, and such estimates will be made by measurement or approximation at the option of the engineer. The engineer's determination of progress payments shall be conclusive. The City will not pay for material not under City control.

In case work is suspended, nearly suspended, or in case only unimportant progress is being made, the engineer may, at their discretion, make progress estimates at longer intervals than once a month.

Modify Section 2.15 of the General Provisions as follows.

Invoices shall be mailed to the attention of:

Business Systems

Tacoma Power
Generation/Engineering
3628 South 35th Street
Tacoma, Washington 98409

NOTE: All questions regarding contract status or payments should be directed to the project engineer.

B. UNIT QUANTITIES SPECIFIED

Quantities indicated in the proposal are for bidding and contract purposes only. Quantities and measurements supplied or placed in the work and verified by the engineer and contractor determine payment.

Adjustments to contract prices due to changes in quantity shall be in accordance with the latest edition of the Standard Specifications, unless otherwise modified by this specification.

The City reserves the right to delete any bid item from the contract by notifying the contractor in writing of its intent. In the event of deleted work, the contractor's sole compensation shall be the money due the contractor for materials that had been purchased and obtained by the contractor prior to the deletion of the work.

C. CONTRACT PRICE

The lump sum and unit bid prices shall be full and complete compensation for the contract work stated, together with all appurtenances incidental thereto, including materials, equipment, tools, labor, and all the costs to the contractor for completing the contract in accordance with the plans, specifications, and instructions of the engineer.

All work not specifically described or mentioned in these specifications, but are required to be constructed to achieve complete and operable systems, structures or amenities shall be considered incidental items of work, not separately compensable, and its price included in items of work specified in the specifications.

D. NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS

Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable
2. Products determined as unacceptable before or after placement
3. Products not completely unloaded from the transporting vehicle
4. Products placed beyond the lines and levels of the required work
5. Products remaining on hand after completion of the work
6. Loading, hauling and disposing of rejected products

E. WORK INCIDENTAL TO BID ITEMS

The following list indicates work which shall be considered incidental to the appropriate bid item as listed in the proposal:

1. Establishing and following all requirements as shown on the Temporary Erosion & Sediment Control (TESC) plan.
2. Re-grading and final compaction of Crushed Surfacing material prior to concrete placement or installation.

1.2 PROPOSAL ITEMS

1. MOBILIZATION/DEMobilIZATION, PER LUMP SUM

A. MEASUREMENT

Mobilization/Demobilization shall be measured per the lump sum (LS), not to exceed 5-percent of the base bid price.

B. PAYMENT

The lump sum (LS) contract price for Mobilization/Demobilization shall be full compensation for all labor, equipment, and materials to mobilize to the job site, preparation of work areas, demobilization, including clean up and site restoration. Phases of this job may require multiple mobilizations/demobilizations by some trades/subcontractors for grading, compaction, paving and other related site work. Mobilization/demobilization will only be paid once regardless of the number of mobilizations.

70-percent of the bid amount will be paid upon completion of the initial mobilization and job site preparation. The remaining 30-percent will be paid upon completion of all site restoration and clean up.

2. TEMPORARY EROSION & SEDIMENT CONTROL (T.E.S.C.) PLAN

A. MEASUREMENT

Temporary Erosion & Sediment Control (T.E.S.C.) Plan shall be measured per lump (LS).

B. PAYMENT

The lump sum (LS) contract price for Temporary Erosion & Sediment Control (T.E.S.C.) Plan shall be full compensation for all labor, equipment, tools, and materials necessary to furnish, install and maintain erosion control facilities as shown on the the construction plans.

The work under this bid item shall also include any labor, equipment, tools and materials for any additional erosion control measures or necessary shoring such as erosion control blankets, mats, membranes, wattles and/or sandbags as site conditions may require beyond what is shown on construction plans.

3. SITE WORK AND GRADING

A. MEASUREMENT

Site Work and Grading shall be measured per square yard (SY).

B. PAYMENT

The contract price per square yard (SY) for Site Work and Grading shall be full compensation for all labor, equipment, materials, and tools necessary to perform all site work.

The work under this bid item includes clearing and grubbing, erosion control, grading and compaction, trench excavations and scarifying of slopes.

4. PLACE AND INSTALL SEGMENTAL CONCRETE BLOCK WALL

A. MEASUREMENT

Place and Install Segmental Concrete Block Wall shall be measured per block placed and installed (BLK).

B. PAYMENT

The per block (BLK) contract price to Place and Install Segmental Concrete Block Wall shall be full compensation for all labor, equipment, materials and tools necessary to furnish, install and construct Concrete Segmental Retaining Wall System Including Geo-grid reinforcement as shown in drawings and in accordance with specifications.

5. CAST-IN-PLACE CONCRETE ANCHOR

A. MEASUREMENT

Cast-In-Place Concrete shall be measured per cubic yard of concrete (CY) for all labor, tool, materials and equipment to supply, transport, place, consolidate and finish Cast-In-Place Concrete in accordance with the attached plans and specifications including all reinforcing steel.

B. PAYMENT

The cubic yard price (CY) for Cast-In-Place Concrete Anchor shall be full compensation for all labor and material costs associated with this bid item.

6. FURNISH AND INSTALL CRUSHED SURFACING, IN PLACE

A. MEASUREMENT

Furnish and Install Crushed Surfacing, In Place, shall be measured by the ton (TON) for each type of material listed in the proposal. Weight tickets will be collected by the inspector. In lieu of the above method, when scales are not readily accessible, the engineer will determine an equitable conversion factor from cubic yards (CY) to tons (TON) and the inspector will estimate the number of cubic yards of material in each truck.

B. PAYMENT

The contract price by the ton (TON) for Furnish and Install Crushed Surfacing, In Place, shall be full compensation for all labor, equipment, materials and tools necessary to furnish, spread and compact 1-1/4-inch (minus) crushed surfacing as listed in the proposal and as directed by the engineer.

7. FURNISH AND INSTALL GRAVEL BACKFILL FOR WALLS, IN PLACE

A. MEASUREMENT

Furnish and Install Gravel Backfill for Walls, In Place, shall be measured by the ton (TON) for each type of material listed in the proposal. Weight tickets will be collected by the inspector. In lieu of the above method, when scales are not readily accessible, the engineer will determine an equitable conversion factor from cubic yards (CY) to tons (TON) and the inspector will estimate the number of cubic yards of material in each truck.

B. PAYMENT

The contract price by the ton (TON) for Furnish and Gravel Backfill for Walls, In Place, shall be full compensation for all labor, equipment, materials and tools necessary to furnish, place and properly compact 2-inch (minus) free draining granular material as listed in the proposal and as directed by the engineer.

8. FURNISH AND INSTALL GEOTEXTILE FABRIC

A. MEASUREMENT

Furnish and Install Geotextile Fabric shall be measured per square yard (SY).

B. PAYMENT

The square yard (CY) contract price for Furnish and Install Geotextile Fabric, shall be full compensation for all labor, equipment, materials and tools necessary for furnishing, transporting, placing and anchoring of non-woven geosynthetic filtration fabric in accordance with the plans and specifications and as directed by the engineer.

9. PLACE AND INSTALL PRE-CAST CONCRETE RAMP PANELS

A. MEASUREMENT

Place and Install Pre-Cast Concrete Ramp Panels shall be measured per panel placed and installed (PNL).

B. PAYMENT

The per panel (PNL) contract price to Place and Install Pre-Cast Concrete Ramp Panels shall be full compensation for all labor, equipment, materials and tools necessary to place, install and construct Debris Removal Ramp and Stop Log Storage Pad as shown in drawings and in accordance with specifications.

10. DOZER TIME, AS DIRECTED BY THE ENGINEER

A. MEASUREMENT

Dozer Time, As Directed by the Engineer shall be measured by the hour (HR) to provide a bulldozer equal to or greater than a Caterpillar D-5 with operator to perform miscellaneous clearing and grading operations at the direction of the engineer.

B. PAYMENT

The contract price of per hour (HR) shall be full compensation for all labor and equipment to perform miscellaneous clearing and grading operations only as directed by the engineer.

No payment will be made when the equipment is in disrepair, undergoing maintenance or unable to perform the intended work.

11. TOE AND EMBANKMENT ROCK EROSION CONTROL

A. MEASUREMENT

Toe and Embankment Rock Erosion Control shall be measured per ton (TON).

B. PAYMENT

The per ton (TON) contract price for Toe and Embankment Rock Erosion Control shall be full compensation for all time, labor, materials and equipment to place and construct the Toe and Embankment Rock Erosion Control in accordance with the attached plans and specifications.

12. PLACE AND GRADE EXCAVATED SOILS

A. MEASUREMENT

Place and Grade Excavated Soils shall be measured per cubic yard (CY). After construction and installation Debris Removal Ramp and Stop Log Storage Pad contractor shall use all excavated soils to grade and re-widen ramp access and grade spoils area as directed by engineer.

B. PAYMENT

The cubic yard (CY) contract price to Place and Grade Excavated Soils shall be full compensation for all time, labor and equipment necessary to re-use, spread out and grade excavated spoils after construction and installation of Debris Removal ramp and Stop Log Storage Pad.

13. FORCE ACCOUNT, PER LUMP SUM

A. MEASUREMENT

Measurement will be made for Force Account in accordance with Section 1-09.6 of the latest edition of the Standard Specifications for Road, Bridge and Municipal Construction of the Washington State Department of Transportation as modified by Force Account Work in the Special Provisions or on negotiated lump sum or unit price change orders added to the contract.

B. PAYMENT

Payment shall be made for change order items added to the contract which shall be treated as a deduct to the force account remaining available.

"Force Account," as listed in the proposal

1.3 FORCE ACCOUNT WORK

This section supersedes Section 3.10, Paragraph C of the General Provisions.

In certain circumstances, the contractor may be required to perform additional work. Where the work to be performed is determined to be extra and not attributed to the contractor's negligence, carelessness, or failure to install permanent controls, it shall be paid in accordance with the unit contract price or by force account.

Such additional work not covered by contract items will be paid for on a force account basis in accordance with Section 1-09.6 of the Standard Specifications or as a negotiated change order with lump sum or unit price items. For the purpose of providing a common proposal for all bidders and for that purpose only, the City has estimated the potential cost of force account work, and has entered the amount in the bid proposal to become a part of the total bid by the contractor. However, there is no guarantee that there will be any force account work.

1.4 NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS OR WORK

Payment will not be made for work rejected by the City. Products or work not meeting contract requirements shall be replaced by the contractor at no expense to the City, regardless of the impact to work, schedule or cost.

END OF SECTION

SECTION 01040 - PROJECT COORDINATION

1.1 PROJECT ENGINEER/LEAD

The project engineer/lead shall be herein referenced as engineer in these specifications.

Construction management for this project with whom the contractor shall coordinate all their activities will be Mr. Jason Henry at 1-253-502-8381 or jchenry@cityoftacoma.org once the notice to commence work is issued. Any changes to these specifications or plans shall be approved by this engineer prior to commencing any work.

All bidder inquiries may be directed to Tina Eide Buyer, Purchasing at 253-502-8103 or TEide@cityoftacoma.org.

1.2 MEETINGS

A. PRE-BID MEETING

A pre-bid meeting will be held at the Cushman Project Office located at 21451 North US Highway 101, Shelton, WA 98584. Following the pre-bid meeting there will be site showing which bidders are encouraged to attend. The project site is located at 52 N. Cooper Hawk Pl, Hoodspport, WA 98548 located nearby the Cushman No.1 Spillway on the Southerly end of Lake Cushman Reservoir. This meeting is not mandatory. Please confirm your attendance with Mr. Jason Henry at jchenry@cityoftacoma.org.

If you are unable to attend this meeting, please call the EIC (Equity in Contracting) Office at 253-591-5075, and/or the LEAP (Local Employment and Apprenticeship Program) Office, at 253-502-8875, for instructions in filling out the SBE/LEAP forms or for questions concerning these requirements.

B. PRE-CONSTRUCTION MEETING

Following award of the contract, the engineer will notify the selected bidder of the time and date of the pre-construction meeting to be held at the project location or the Third Floor Engineering Conference Room, Tacoma Public Utilities Administration Building, 3628 South 35th Street, Tacoma, Washington.

Minutes of the pre-construction meeting will be sent to the contractor and all meeting attendees. Recipients of the pre-construction meeting minutes will be required to direct any comments or changes to these minutes to the engineer within seven (7) days from the date of receipt. If no changes or comments are received within the seven (7) days, the meeting minutes will be kept by the engineer and become part of the project file.

C. SITE MEETINGS

The engineer will schedule bi-weekly meetings at the project site prior to each major phase or section of work; prior to installing major pieces of equipment as identified by the engineer; and on an as-needed basis. Attendance is required of the contractor, site superintendent and major subcontractors at all such meetings. The engineer will notify the contractor of all required site meetings during the pre-construction meeting. Agenda will follow the same format as the pre-construction conference for applicable items.

Minutes of the weekly site meeting will be sent to the contractor and all meeting attendees. Recipients of the pre-construction meeting minutes will be required to direct any comments or changes to these minutes to the engineer within seven (7) days from the date of receipt. If no changes or comments are received within the seven (7) days, the meeting minutes will be kept by the engineer and become part of the project file.

1.3 PERMITS

The City has made application to the applicable authorities for the following permits:

- A. Washington Department of Fish and Wildlife – Hydraulic Project Approval
- B. Washington Department of Fish and Wildlife – Hydraulic Project Approval
- C. Mason County – Shoreline Conditional Use (including Habitat Management Plan)
- D. Us Army Corp of Engineers – Nationwide Permit 13
- E. Washington Deptment of Ecology – Water Quality Protection Plan (required of existing 401 Water Quality Certification)

The City is unaware of any additional necessary permits at this time however the contractor shall apply for, obtain and pay for all other required permits as set forth in Section 3.02 of the General Provisions. The City may require the contractor to transfer all City-furnished permits (if allowed under terms and conditions of the permit) to the contractor at the contractor's expense.

1. The contractor shall obtain separate permits or revisions of permits for any activities not covered under permits furnished by the City.
2. The contractor shall perform any and all activities required to obtain the contractor-furnished permits, including contacting respective agencies, filing applications and paying any required application fees.
3. The contractor shall obtain permits or permission from owners' of private roads, if used by the contractor.

1.4 FIELD ENGINEERING

A. SURVEY REFERENCE POINTS

The contractor shall protect survey control points prior to starting site work and preserve permanent reference points during construction.

Promptly report to the engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

Survey control damaged by the contractor shall be replaced by City forces and paid for by the contractor.

B. ESTABLISHED BY ENGINEER

The engineer shall establish the lines and grades for location of the work items listed in the proposal, together with a suitable number of benchmarks adjacent to the work. Contractor's work shall conform to the horizontal and vertical controls unless deviations are obtained from the engineer.

The contractor shall keep the engineer informed in advance of the times they intend to do work, in order that lines and grades may be furnished. All requests for the survey crew to be at the job site shall require at least four (4) days advance notice to the engineer.

The engineer may adjust or relocate any portion of the project to meet site requirements or to improve the project without additional compensation to the contractor, provided such adjustments do not represent appreciable costs for additional labor and materials as determined by the engineer.

C. TO BE ESTABLISHED AND MAINTAINED BY CONTRACTOR

Based upon the information provided by the engineer, all other lines, grades, and detail surveys necessary for the execution and completion of the work, including slope stakes, batter boards, and other working points, lines and elevations, shall be established and maintained by the contractor.

After lines and grades for any part of the work have been given by the engineer, the contractor shall be held responsible for the proper execution of the work to such lines and grades, and all bench marks, reference points and stakes given shall be carefully preserved by the contractor until authorized by the engineer to remove them. The contractor shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

The contractor shall be financially responsible for additional stakeout performed by the engineer as required to replace survey reference points destroyed during construction.

The engineer reserves the right to check all work, have free access to all work, and shall have the full cooperation of the contractor in so doing.

1.5 COORDINATION WITH OTHERS

A. OPERATION OF EXISTING FACILITIES

The facilities or portions of facilities within the project limits must be kept in continuous operation throughout the construction period. No interruption will be permitted which adversely affects the degree of service provided.

The contractor shall be responsible for coordinating and scheduling the work to be performed by the City so that it coincides with the contractor's work.

All construction activities shall be coordinated daily with the engineer or their designated representative. Changes to the schedule that will impact on dates shown as milestones on the schedule shall be coordinated with the engineer on a daily basis.

The City will be using this facility for ongoing daily operations.

The contractor shall become familiar with the ongoing operations and include all coordination required as part of the bid. The contractor shall follow all requirements of the City and do all coordination as part of the required work.

B. SCHEDULE AND COORDINATION OF WORK

The contractor shall coordinate scheduling, submittals, and all work specified herein to assure efficient and orderly sequence of the installation of interdependent construction elements with provisions for accommodating items installed later.

1.6 DIVISION OF WORK

A. MATERIAL FURNISHED AND INSTALLED BY CONTRACTOR

The contractor shall furnish and pay for all necessary materials (except City-furnished) and shall provide all labor, tools, equipment and superintendent, and perform all work incidental to the completion of the project as contemplated by this contract in accordance with the plans, specifications, and instructions of the engineer.

Requests for use of alternate materials shall be submitted prior to bid opening in accordance with Section 01300, Paragraph 1.4 – "Or Equal" Clause or Substitutions.

B. CITY-FURNISHED MATERIAL INSTALLED BY CONTRACTOR

All material received by the contractor shall become their responsibility and the contractor shall be liable for any materials lost or damaged after receipt.

The City will provide:

1. Pre-cast Concrete Ramp Panels
2. Modular Concrete Blocks

1.7 ARCHAEOLOGICAL INVESTIGATION

Preliminary review indicates there are no cultural resources present. However, if cultural resources are discovered as part of this project, archaeological evaluation will be required.

Due to determination of findings, the contractor may be required to change their method of operation to a method that has less impact on the site and is approved by the archaeologist.

In the event that the construction or excavation activities uncover any archaeological items of significance to the City's retained archaeologist, said person may require that certain work be delayed or temporarily stopped. If the delay or work stoppage exceeds ten (10) days, this will be grounds for the contractor to request additional time to complete the contract. If the delay or work stoppage exceeds thirty (30) calendar days, the City may terminate the contract and reasonably compensate the contractor for work completed plus a cost as agreed by the City to demobilization of the job site.

As an alternative to closing down and terminating the contract, the City may choose to negotiate a mutually acceptable suspension of the work which includes compensation for reasonable costs caused by the temporary stoppage. No claim for additional compensation will be considered unless the delay or stoppage for the certain work exceeds thirty (30) days and the stoppage has caused actual monetary damages to the contractor.

1.8 CONTRACT CHANGES

The City has developed four (4) forms to facilitate and track communications with the contractor. These are the **Request for Information (RFI)**, **Engineering Change Directive (ECD)**, **Proposal Request (PR)**, and **Change Order Proposal (COP)**. These forms are included at the end of the Special Provisions.

The **Request for Information (RFI)** shall be used by the contractor whenever written direction on conflicts in plans, insufficient or unconstructable detail is shown, or any other issue which should be documented arises. The City may also use the form to inquire on contractor's methods, schedule or other issues not warranting more formal letter correspondence. The contractor shall maintain the numbering system and, as such, any issued by the City will be unnumbered until delivered to the contractor.

The **Engineering Change Directive (ECD)** shall be used by the City to transmit new or revised drawings, issue additions or modifications to the contract or furnish any other direction which should be documented. Directives are effective immediately. Should the contractor believe that such Directive should result in either a change in cost or time for the project, they shall notify the engineer prior to commencing such work and, if possible, submit a **Change Order Proposal** prior to the start of such work, but in no case, more than seven (7) days from receipt of said Directive.

In the event the City does not receive a **Change Order Proposal** from the contractor within seven (7) calendar days of the contractor's receipt of a Directive from the City, the contractor shall have no claim for extra cost or time or impacts attributable to the work required by the Directive. (Directives are numbered by the City.) Once the City and the contractor have established a price for the changes required by the Directive or any other request by the City for a change in the work, and a **Change Order Proposal** issues reflecting the agreed upon price, it is agreed and understood that the price reflected by the **Change Order Proposal** shall include all direct costs, indirect costs, and the contractor's estimate of impacts to its work, including but not limited to delay impacts, and shall represent a full and final settlement of all issues pertaining to the work required by the Directive, and work performed by the contractor up to the date of the **Change Order Proposal**.

The **Proposal Request (PR)** shall be used by the City to request pricing on a possible change in plans or additional work. The PR may also be used to request credits for deletion or changes in scope of work. The contractor shall respond to such requests with a **Change Order Proposal** within seven (7) days from receipt of said Request unless more time has been agreed to. Requests are numbered by the City.

The **Change Order Proposal (COP)** shall be used by the contractor to respond to City issued Proposal Requests, Engineering Change Directives or when the contractor believes that changed conditions or omitted, but necessary, work items exist. The COP may be used for requested changes in cost or time of the contract. COPs shall be numbered by the contractor, and, in the case of revision or resubmission of the same basic COP, the number shall be hyphenated with the letter "B", "C", etc.

1.9 DIFFERING SITE CONDITION

Differing site conditions shall be administered in accordance with Sections 1.04.5, 1.04.7, and 1.09.11 of the Standard Specifications except as stipulated in these Special and General Provisions. Contractor shall have no claim for additional costs or work, if it fails to submit a written RFI to the City immediately upon encountering any differing site condition, conflicts in the plans, specifications, or constructability issues.

The contractor shall promptly, and before conditions are disturbed, notify the engineer or their field representative of problems with subsurface conditions at the site, problems or conflicts in the plans or specifications or problems on constructability. A written **Request for Information (RFI)** shall be submitted by the contractor when such problems and direction are required.

The engineer shall promptly investigate the conditions, and if agreed upon with the contractor, adjustment shall be made on the appropriate details in writing to facilitate construction. The response may be on the **RFI** or may necessitate an **Engineering Change Directive (ECD)** or **Proposal Request (PR)**. No claim by the contractor under this differing site condition shall be allowed except as agreed upon in writing with the engineer.

Whenever possible, should the City desire extra work to be performed a **Proposal Request (PR)** shall be sent to the contractor.

Whenever possible, the contractor shall submit in advance and in writing, a **Change Order Proposal (COP)** for changes in the scope of work and/or contract amount. This proposal shall be either accepted or rejected in writing by the project engineer prior to work commencing. When no agreement can be reached, the City may order extra work on force account.

When time is short, the contractor shall notify the City extra work is required or the City shall notify the contractor that extra work is needed and at a minimum, the engineer shall issue a handwritten **Engineering Change Directive**. In such cases, said handwritten **Directive** will not be considered as agreement that such work is extra. Within seven (7) days, the contractor shall submit a written **Change Order Proposal** for changes in the scope of work and/or contract amount.

1.10 PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS

In addition to Section 3.03 "Notification of Other Governmental Agencies and Utilities When Underground Work is Involved" and Section 3.06 "Protection of Workers and Property" of the General Provisions:

The contractor shall protect from damage the utilities and all other existing improvements not provided for in the proposal or special provisions. The cost of labor, equipment and materials required to protect or replace said items shall be incorporated into the bid for this project.

The City has attempted to locate and show on the contract drawings the locations of the existing underground utilities which may conflict with portions of this work, but cannot guarantee the accuracy or the completeness of the data shown.

1.11 CITY OCCUPANCY

The City reserves the right to use or to occupy any substantially completed part of the project, and to use equipment installed under the contract prior to the date of final acceptance. Such use of occupancy shall not constitute acceptance of the work, or any part thereof.

The contractor will schedule the work to accommodate this requirement.

1.12 SUPERINTENDENT

The contractor shall employ a competent superintendent (foreman) who shall be present at the project site at all times during the entire progress of the work, except those times when the contractor is demobilized. The superintendent shall be on site even when only a subcontractor is working, unless otherwise approved by the engineer. The foreman shall be satisfactory to the contractor, and shall have full authority to act on their behalf.

It will be the foreman's responsibility to have a set of plans and specifications on the project site during the progress of the work. The foreman shall mark or record on the plans all changes made during construction. Such redline "AS-BUILT" plans shall be available to the engineer at all times and shall be delivered to the engineer upon completion of the work.

The superintendent initially assigned to the project by the general contractor shall remain superintendent for the duration of the contract. If the superintendent is replaced, all work shall stop until an additional preconstruction meeting with the City is held. This work stoppage will be at the contractor's expense. The completion date shall remain unchanged, regardless of any work stoppage.

NOTE: The final retained portion of this contract shall not be released for any reasons until complete redline "AS-BUILT" plans are received and approved by the engineer. Redline "AS-BUILT" plans shall have all necessary information including make/model numbers, dimensions, and layout information necessary to properly draft changes in AutoCAD.

1.13 CLEAN UP

In addition to Section 3.11 - Cleaning Up of the General Provisions

A. DAILY

The contractor and the City inspector will walk the site daily and as required to determine the clean-up and restoration required.

All areas shall be left safe, clean and free of debris.

Surplus excavation, conduit material, tools, temporary structures, dirt and rubbish shall be removed and disposed of by the contractor, and the construction site shall be left clean to the satisfaction of the engineer.

Clean up is considered incidental to the project and no payment will be allowed.

Collect waste daily and when containers are full, legally dispose of waste off site.

Clean-up of any area impacted by the construction shall be done weekly or as directed/instructed by the engineer.

END OF SECTION



CHANGE ORDER PROPOSAL (COP)

(This form shall be used by the contractor to respond to City issued Proposal Requests, Engineering Change Directives or when the contractor believes that changed conditions or omitted, but necessary, work items exist. The COP may be used for requested changes in cost or time of the contract.)

COP No.:

(Contractor Assigns)

REF. Doc.:

(Initiating a RFI, ECD or PR)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA 98409

Title: _____

☐ Architectural ☐ Civil ☐ Structural ☐ Mechanical ☐ Electrical ☐ Other

Scope of Change:

Initiated By: _____ Representing: _____
(Name) (Company)

Cost/Credit: _____ Time Extension Request: _____

Attachment Type: _____
(Supporting Documentation)

This change order proposal shall include ALL labor, material, equipment, subcontractor costs, mark-ups including overhead, profit, any other direct and/or indirect costs, and any requests for additional time associated with the change in the scope of work.

City's Response:

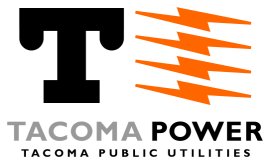
Action: ☐ Approved ☐ Unapproved ☐ Revise and Resubmit (Select only one)

*Prior to any extra work the contractor shall submit a written **Change Order Proposal (COP)**. See Section 01040, Contract Changes, of the specification for this Contract.*

Response By: _____ Attachment Type: _____
(Name) (Supporting Documentation)

Representing: _____ Response Date: _____
(Company) (Date)

Cc:



ENGINEERING CHANGE DIRECTIVE (ECD)

(This form shall be used by the City to transmit new or revised drawings, issue additions or modifications to the contract or furnish any other direction which should be documented.)

ECD No.: (City Assigns)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA 98409

Title: _____

☐ Architectural ☐ Civil ☐ Structural ☐ Mechanical ☐ Electrical ☐ Other

You are hereby directed to make the following modification(s) in the Scope of Work in this Contract:

This document becomes effective upon receipt by the Contractor, with signature of an approved City representative. The Contractor shall then commence with modifications(s) listed above.

Attachment Type: _____
(Supporting Documentation)

Initiated By: _____
(Name)

Representing: _____
(Company)

Contractor's Response:

This ECD: ☐ Will Not ☐ May ☐ Will (select one box only) result in a claim by the Contractor.

*Prior to any extra work the contractor shall submit a written **Change Order Proposal** (COP). See Section 01040, Contract Changes, of the specification for this Contract.*

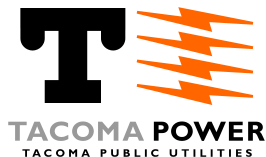
Attachment Type: _____
(Supporting Documentation)

Response By: _____
(Name)

Response Date: _____
(Date)

Representing: _____
(Company)

Cc:



REQUEST FOR INFORMATION (RFI)

(This form shall be used by the contractor whenever written direction on conflicts in plans, insufficient or unconstructable detail is shown, or any other issue which should be documented arises; or by the City when additional clarification is required.)

RFI No.: (Contractor Assigns)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA 98409

Subject: _____

☐ Architectural ☐ Civil ☐ Structural ☐ Mechanical ☐ Electrical ☐ Other

Requested Information:

Attachment Type: _____ Initiated By: _____
(Supporting Documentation) (Name)

Response Required: _____ Representing: _____
(Date) (Company)

Response:

Attachment Type: _____ Response By: _____
(Supporting Documentation) (Name)

Representing: _____
(Company)

Prior to any extra work the contractor shall submit a written **Change Order Proposal (COP)**. See Section 01040, Contract Changes, of the specification for this Contract.

Response Date: _____
(Date)

City Approval:

The owner (Tacoma Power) reviewed the foregoing request and finds the response to be in order.

Project Engineer: _____ Response Date: _____
(Name) (Date)

Cc:



PROPOSAL REQUEST (PR)

(This form shall be used by the City to request pricing on a possible change in plans or additional work. The PR may also be used to request credits for deletion or changes in scope of work.)

PR No.: (City Assigns)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA 98409

Subject: _____

☐ Architectural ☐ Civil ☐ Structural ☐ Mechanical ☐ Electrical ☐ Other

Scope of Request:

Attachment Type: _____
(Supporting Documentation)

This is not a change order or a notice to proceed with the described work. Prior to any extra work the contractor shall submit a written **Change Order Proposal** (COP). See Section 01040, Contract Changes, of the specification for this Contract.

Initiated By: _____ Representing: _____
(Name) (Company)

Cc:

CONTRACTOR SUBMITTAL TRANSMITTAL

Submittal No.:

(Contractor Assigns)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA 98409

Subject: _____

☐ Architectural ☐ Civil ☐ Structural ☐ Mechanical ☐ Electrical ☐ Other

Sending the Following Item(s):

☐ Submittals ☐ Product/Data ☐ Samples ☐ Plans ☐ Shop Drawings ☐ Copies
☐ Specifications ☐ Contract ☐ Other: _____

Copies	Section	Description of Product/Data	Manufacturer

Transmitted as:

☐ For Approval ☐ For Your Use ☐ Per Your Request ☐ For Review and Comment
☐ Other: _____

Remarks:

For Use by Architect/Engineer:

☐ No Exception Taken ☐ Make Corrections Noted ☐ Revise and Resubmit ☐ Rejected (See Response)

Corrections or comments made on the shop drawings during this review do not relieve Contractor from compliance with the requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other contractors and agencies performing his work in a safe and satisfactory manner.

Response Date: _____ Response By: _____
(Date) (Name)

SECTION 01300 - SUBMITTALS AND SHOP DRAWINGS

1.1 SUBMITTALS REQUIRED/REQUESTED WITH BID

In addition to the items listed in the Bidders Checklist, the bidders **shall** submit with their bid package the following information. This information will be used for evaluation purposes.

1. Experience and success of both company and superintendent completing at least three (3) projects of similar scope, complexity, and overall cost. A detailed list of comparable projects with current list of contacts shall be submitted with the bids.

1.2 DOCUMENTS REQUIRED AT PRECONSTRUCTION CONFERENCE

- A. Work Hazard Analysis Report as required in Paragraph 3.06(B) of the General Provisions.
- B. Construction Schedule as required in Section 01040 – Project Coordination.
- C. List of Subcontractors, including each subcontractor's address, telephone number, and contact person to be used on this project.
- D. Name of Job Superintendent.
- E. List of Number and Names of Workers, Equipment List, and Working Site Layout or Requirements.
- F. List of Products.
- G. List of Principal Suppliers and Fabricators.

1.3 SUBMITTALS AND SHOP DRAWINGS DURING CONSTRUCTION

Submittals and shop drawings submitted to the City as specified herein are intended to show compliance with the contract documents. Signatures, corrections or comments made on submittals do not relieve the contractor from compliance with requirements of the drawings and specifications, nor does acceptance or approval of submittals by signature add to or delete from any contract requirements resulting from these specifications regardless of the wording of the submittals. Submittals will not be reviewed or approved when the term "By Others" is used. Submittals are reviewed or approved for general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating their work with that of other contractors and agencies, and performing their work in a safe and satisfactory manner. Piece-mealing of submittals will not be accepted.

A. SCHEDULE OF SUBMITTALS

1. Within ten (10) days of notice to proceed, prepare schedule of submittals for product data as specified. Update as requested by engineer.
2. List submittals sequentially by project manual table of contents section numbers and titles.
3. Show submittal preparation time, field measurements and verification time, date submitted to engineer, date due back from engineer, item order dates, and delivery dates.
4. Identify individual delivery, long lead times, and critical ordering deadlines. Include ordering dates for each item including individual parts of major submittals.

5. Indicate specified time allocated for review, turn around and distribution.
6. Within ten (10) days after notice to proceed, and in accordance with the conditions of the contract, submit list of major products proposed for use with name of manufacturer, tradesman, and model number of each product.
7. For products specified only by reference standards, give manufacturer, tradesman, model or catalog designation and reference standards.

B. PRODUCT DATA

1. Number of Copies: Submit two (2) copies to be retained by the engineer.
2. Submittal Procedures: Submit for engineer review in accordance with submittal procedures specified in this section. After review, distribute to subcontractors and other applicable entities. Maintain one (1) copy for project record documents to be delivered to engineer at project completion.
3. Identification: Mark each copy to identify specific products, models, options, tolerances, dimensions, and other pertinent data.
4. Manufacturer's Standard Data: Modify drawings and diagrams to delete inapplicable information. Supplement to provide pertinent information unique to project.

END OF SECTION

SECTION 01400 - QUALITY CONTROL

1.1 REFERENCE STANDARDS

Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest Standard Specification manual, code, or laws or regulations in effect at the time of opening of bids (or on the effective date of the agreement if there were no bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of City, contractor, or engineer, or employees from those set forth in the contract documents.

Any part of the work not specifically covered by these specifications shall be performed in accordance with the applicable section of the latest Edition of the "Standard Specifications for Road, Bridge and Municipal Construction" as prepared by the Washington State Department of Transportation and the Washington State Department of Public Works Association (APWA) as amended by the latest APWA Amendment No. 1 and the latest City of Tacoma Amendment No. 1.

These specifications will herein be referred to as the Standard Specifications.

1.2 INSPECTION, TESTING AND CERTIFICATION

A. INSPECTION

Construction inspection and testing for the City will be performed by Doug Boettner at 253-244-0539, or others as the City may designate and as the construction situation may dictate. The City inspector will be responsible for insuring that the contractor is complying with the contract plans and specifications.

1. The City will prepare a construction inspection checklist to be presented to the contractor at the preconstruction meeting. The checklist will include all inspections typically required by local, city and county officials as well as other items as deemed important by the engineer.
2. The contractor shall be required to contact the City 24 hours in advance of all of the construction activities listed on the checklist, have the indicated activity inspected, and the City's inspector initial that the work was performed in accordance with the appropriate technical provision.
3. The checklist shall be posted near each structure and be available for review by the City at all times. These inspections shall be in addition to any required inspections by state or local jurisdictions. The City will prepare a suitable checklist for each building to be constructed and present same to the contractor at the preconstruction meeting.
4. Pre-final Inspection: Contractor shall notify the engineer in writing when all work or portions of work are complete and ready for inspection. The engineer will make a "punchlist" and forward the results of same to the contractor who shall promptly correct any deficiencies noted.
5. Final Inspection: Contractor shall notify the engineer in writing when all punchlist deficiencies have been completed. The engineer will promptly set a time for final inspection at which time the engineer and contractor shall jointly inspect the work. The contractor will promptly correct any further deficiencies noted.

C. PERMIT INSPECTIONS

The contractor shall comply with the requirements of all permits. It shall be the contractor's responsibility to contact the permitting authority and schedule all required inspections. The contractor shall notify the Tacoma power inspector of all scheduled inspections.

END OF SECTION

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.1 UTILITIES

A. ELECTRIC SERVICE

Power will not be provided for this project.

B. TELEPHONE SERVICE

The City will not provide telephone service for the contractor. Mobile telephone service is available at the site.

C. WATER

The City will not provide water to the contractor for this project.

D. SANITARY FACILITIES

Housing shall be provided for the sanitary necessities of all persons employed on the project, beginning with the first person employed and shall be of the chemical type. Such conveniences shall be erected and maintained by the contractor, in the number, manner, and place approved by the engineer immediately upon commencing work. The Sanitation Laws of the State of Washington and any applicable county sanitary laws shall be complied with.

1.2 JOB SHACK

A. JOB SHACK

The contractor shall supply a job shack where construction plans shall be kept. The shack shall be large enough to keep **"AS-BUILT"** plans and provide access to City inspectors and engineers as required.

The contractor shall keep on the job site a full size copy of the drawings and specifications, and shall at all times give the engineer access thereto.

B. STORAGE AREA

An area is available for material storage. This area is available for inspection prior to submittal of bids. This material storage area will be required to be used for storage of all construction material with lead time requirements that is required to be on hand at start of construction. Any modification of the storage area for the convenience of the contractor shall be at the contractor's expense and shall be reproved by the engineer. Contractor may use an alternate area for storage of lead time material providing it is at the contractor's expense and available to the engineer for inspection to verify availability.

1.3 SECURITY AND ACCESS

A. GENERAL

This section includes

1. Security program
2. Entry control
3. Restriction and operational control

B. SECURITY PROGRAM

Contractor shall comply with Tacoma Power's security policies and procedures and take adequate precaution to protect Tacoma Power's property and employees.

C. ENTRY CONTROL

1. Procedures for the entry and exit of contractor's personnel and materials shall be determined at the preconstruction meeting.
2. Contractor shall maintain a current list of contractor and subcontractor personnel available for on-site inspection.

D. RESTRICTIONS AND OPERATIONAL CONTROL

1. Contractor Operations: Access shall be restricted to the immediate work area and access route identified to be used during construction. Contractor shall confine personnel to the immediate work vicinity while on site.
2. Emergency Site Access during Construction: Fire lanes must remain open during construction.

1.4 SAFETY

In addition to Paragraph 3.05 "Safety" of the General Provisions, the contractor shall:

A. WORK HAZARD ANALYSIS

The contractor and their subcontractors shall thoroughly review the scope of work of the proposed project. The contractor will be responsible to indicate a work hazard analysis on the form of "Contractor's Work Hazard Analysis Report" attached with the proposal; i.e., any known or potential safety issues or phases of construction that may require specific safety procedures as identified by WISHA or OSHA regulations, and/or prudent construction practices; i.e., shoring, fall protection, scaffolding, hazardous materials, asbestos removal, etc.

This report shall be completed and submitted to the engineer before the preconstruction conference. A copy of this report will be forwarded to the City Safety Officer for review. A copy of this report shall be maintained at the work site (accessible to the supervisor).

The City will review the submitted report and may require the contractor to clarify their safety procedures submitted or detail their procedures for ensuring safe working conditions for other working conditions not listed in the original submitted report; and/or explain how the procedures meet current safety regulations. In no case, may the contractor commence work until the Job Hazard Analysis Report has been reviewed and approved by the engineer.

1.5 PROTECTION OF ADJACENT AREAS DURING CONSTRUCTION

The contractor shall take any measures, including but not limited to the ones listed below, to protect adjacent areas from the effects of construction.

1.6 DUST CONTROL

The contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. Dusty materials in piles or in transit shall be covered when practicable to prevent blowing.

1.7 TEMPORARY DRAINAGE PROVISIONS

Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property.

1.8 POLLUTION CONTROL

Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substances will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

The contractor shall maintain oil absorption pads on the actual job site whenever any equipment is present to immediately catch and contain any oil and/or fuel leaks.

Nothing in this specification or contract shall be deemed to warrant to the contractor the quality, quantity or usefulness of the property designated for demolition, not designated as salvage, or designated to become the property of the contractor.

The Contractor shall follow all requirements of the Department of Ecology approved Water Quality Protection Plan (WQPP). Should the erosion and sedimentation control measures initially installed prove to be inadequate, the contractor shall immediately install additional facilities as necessary to protect adjacent properties, sensitive areas, natural water sources and/or storm drainage systems.

The contractor shall identify a Pollution Control Inspector who will be on-site, or on-call and readily accessible to the site, at all times while construction activities are occurring that may affect the quality of ground and surface water.

The Pollution Control Inspector shall have the authority to ensure proper implementation of this Plan, and impose additional corrective actions necessary because of changing field conditions. If the Pollution Control Inspector issues an order necessary to implement a portion of this Plan to prevent pollution from reaching the river, all of the contractor's employees, shall immediately comply with that order.

No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substances will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

The contractor shall maintain oil absorption pads on the actual job site whenever any equipment is present to immediately catch and contain any oil and/or fuel leaks. The Contractor shall maintain their equipment in good repair and condition to eliminate, if not minimize, any potential for significant oil and/or fuel leak. Any clean-up measures and necessary follow-up actions as a result of oil or fuel leak, or other illicit discharge from Contractor's equipment, machinery or construction activities shall be the responsibility of the Contractor at their expense.

END OF SECTION

SECTION 01600 - MATERIAL AND EQUIPMENT

1.1 QUALITY OF WORKMANSHIP AND MATERIAL

A. WORKMANSHIP

The contractor shall employ only competent, skillful, and orderly persons to do the work. If, in the engineer's opinion, a person is incompetent, disorderly or otherwise unsatisfactory, the engineer shall notify the contractor, in writing, of same. The contractor shall immediately discharge such personnel from the work and shall not again employ those person(s) on said contract again. Work shall conform to the highest industry standards.

See General Provisions, Paragraph 3.07 - Contractor - Supervision and Character of Employees for additional requirements.

B. MATERIALS

Materials shall be delivered to the project site in the manufacturer's original containers, bundles or packages unopened with the seals unbroken and the labels intact. Each type of material shall be of the same make and quality throughout. Manufactured articles, materials and equipment shall be installed in accordance with each manufacturer's written directions, unless otherwise specified.

All materials and equipment to be provided under this contract shall conform to the latest edition of the applicable codes, but in no case shall be contrary to the laws of the State of Washington and/or Federal Government.

The equipment supplied shall meet appropriate ANSI, OSHA, WISHA, and all Federal, state, and local standards for the type of equipment provided for its intended use.

Deliver, store and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.

1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.
2. Deliver with labels and written instructions for handling, storing, protecting, and installing.
3. Inspect products at time of delivery for compliance with the contract documents and to ensure items are undamaged and properly protected.
4. Store heavy items in a manner that will not endanger supporting construction.
5. Store products subject to damage on platforms or pallets, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation

1.2 SALVAGEABLE AND NONSALVAGEABLE MATERIAL

B. PROPERTY OF CONTRACTOR

Demolition, not indicated for salvage, becomes property of contractor. Removed from site at contractor's expense to a legal waste site obtained by the contractor

Materials deemed to be non-salvageable by the engineer's representative shall be disposed by the contractor to a legal dump site obtained by them. All costs to dispose of non-salvageable materials shall be the contractor's responsibility.

END OF SECTION

SECTION 01700 - CONTRACT CLOSEOUT

1.1 DOCUMENTS REQUIRED UPON COMPLETION OF WORK

A. CLOSE OUT PROCEDURES

The contractor shall notify the engineer in writing when identified tasks are complete and ready for inspection. The engineer will make the inspection, forward the results of same to the contractor, who shall promptly correct any deficiencies noted.

The contractor shall notify the engineer in writing when all punchlist deficiencies have been completed. The engineer will promptly set a time for final inspection, at which time the engineer and the contractor shall jointly inspect the work. The contractor will promptly correct any deficiencies noted.

It is possible that other contractors or the City will be working in the project area during the time of construction. It shall be the responsibility of this contractor to coordinate their work with all other agencies and/or contractors within the project area.

B. FINAL DOCUMENTATION

Upon completion of the work and before final payment is made, the contractor shall deliver to the engineer, in addition to such other items specified in these specifications, the following documents:

1. "AS-BUILT" Drawings

"AS-BUILT" drawings and specifications of new or revised existing work, shown in red ink, provided by the general, mechanical, electrical contractors, and all other subcontractors, including all addendum's, change orders, deviations, changes, elevations, and dimensions of their work from the construction documents, updated monthly during the construction. Monthly payments will not be made until all redlined as-builts are updated.

Two (2) copies of all shop and construction drawings used for the project, the final record drawings ("AS-BUILT" to reflect the actual installation) including one (1) reproducible set of all design drawings and AutoCAD files, if applicable.

NOTE: The final payment for this contract will not be released until "AS-BUILT" drawings are received and approved by the engineer.

2. All Guarantees and/or Agreements

- a. All guarantees, warranties, and/or agreements for such equipment and materials as carry such guarantees.

3. Final Clean Up

- a. Removal of all temporary facilities and contractor equipment.

All surfaces disturbed shall be restored to a condition equal to that before the work began.

Surplus conduit material, tools, temporary structures, dirt and rubbish shall be removed and disposed of by the contractor, and the project area shall be left clean to the satisfaction of the engineer.

Clean up is considered incidental to the project and no measurement and payment will be allowed.

END OF SECTION

DIVISION 2 - SITE WORK

SECTION 02010 - PROTECTION OF ENVIRONMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. This section covers, but is not limited to the following:
 - 1. Conforming to the requirements of permits furnished by others and obtaining other permits required to perform the work.
 - 2. Planning, designing, constructing and maintaining of silt barriers, and stormwater management facilities necessary or required to divert, remove, treat and dispose of water from construction areas in accordance with site Stormwater Pollution Prevention Plan (SWPPP) and/or Water Quality Protection Plan (WQPPP).
 - 3. Installing and implementing dust control measures.
 - 4. Handling and disposal of solid wastes.
 - 5. Handling, storage, spill prevention and clean-up of oil and hazardous waste substances.
- B. The contractor shall perform all work necessary to comply with the requirements of permits furnished by others and contractor-furnished permits governing this work.
- C. All work required in this section, including all erosion and sediment control facilities, shall be installed prior to any ground disturbing activity requiring the use of the facilities.
- D. Related work specified elsewhere in this specification may include demolition, earth work, painting, excavation, road work, dredging, land clearing, roofing repair, bridge repair, in-water work, and construction. The contractor must incorporate the requirements of this section for all related sections.

1.2 SUBMITTALS

A. OTHER ENVIRONMENTAL CONTROLS PROCEDURES

The contractor shall submit for review all procedures for control of job related activities to protect the environment including dust control measures, handling and disposal of solid wastes, oil and hazardous substances handling, storage, spill prevention and clean-up.

PART 2 PRODUCTS

The contractor is responsible for the selection and adequacy of all materials and equipment used for diversion, dewatering and water quality control systems, except as specified otherwise.

PART 3 EXECUTION

3.1 SURFACE DRAINAGE

To the maximum extent possible, intercept and divert all drainage away from the work by the use of ditches, sumps or other approved means.

Stormwater and site drainage will be managed to limit impacts from run-off and to comply with site Stormwater Pollution Prevention Plan (SWPPP).

3.2 POLLUTION CONTROL

Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substances will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

The contractor shall maintain oil absorption pads on the actual job site whenever any equipment is present to immediately catch and contain any oil and/or fuel leaks.

3.3 REMOVAL OF TEMPORARY FACILITIES

Upon completion of all work, or when required, remove all temporary facilities constructed for dewatering and control of sediment and water.

END OF SECTION

SECTION 02020- STORM AND WASTE WATER

PART 1 GENERAL

1.1 SECTION INCLUDES

The activities in this section shall include all work that will require stormwater permit coverage, or waste water management under Environmental Protection Agency, Department of Ecology, County or City of Tacoma regulation triggered by work performed by the contractor or under the direction of the contractor which may include but not limited to; ground disturbing activity of 1 acre or more, construction or maintenance activity on City of Tacoma owned property, construction dewatering, and/or waters generated during project process.

A. This section is to establish minimum responsibilities and requirements to be used when stormwater permit, stormwater management, construction dewatering, and/or process waste waters are generated by the contractor.

1. All ground disturbing activities shall be managed in accordance with the standards in WAC 173-220 and CFR 40.
2. All contract activities occurring on City of Tacoma owned property inside King and Pierce County shall be managed in accordance with the standards in City of Tacoma Municipal Code Title 12, Department of Ecology Phase I Municipal Stormwater Permit, and City of Tacoma Stormwater Management Plan.
3. All dewatering and waste waters generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-303 and WAC 173-350.

B. The contractor shall assume the following:

1. Responsible for securing permits/notice/registration and all associated permits/notice/registration requirements triggered by work performed by the contractor or under the direction of the contractor
2. Responsible for securing transfer/partial coverage for any existing permits/notice/registration triggered by work performed by the contractor or under the direction of the contractor
3. The cost of permits/notice/registration associated plan development, sampling, reporting and requirements shall be considered as part of the execution of this contract and shall be incidental to the specific proposal item
4. Additional sampling and analysis of materials and/or waste by the contractor may be necessary for the determination of proper handling and disposal requirements in accordance with the standards in WAC 173-303 and shall be incidental to the specific proposal item.

1.2 CONSTRUCTION STORMWATER GENERAL PERMIT

A. CONSTRUCTION STORMWATER GENERAL PERMIT

1. The contractor shall be responsible for securing coverage under the Department of Ecology Construction General Stormwater Permit for all construction activity that include; clearing, grading and/or excavation that results in the disturbance of one or more acres (including off-site disturbance acreage related to construction-support activity) or any size construction activity discharging stormwater that the Department of Ecology determines to be a significant contributor of pollutants to waters of the State of Washington or reasonably expects to cause a violation of any water quality standard.
2. The contractor shall be responsible for development, implementation, and management of all permit required plans, programs, and procedures.
3. The contractor shall be responsible for all permit required inspections
4. The contractor shall be responsible for the sampling and analysis of all stormwater discharges required under the Permit
5. Testing shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved Methodologies for all testing required for waste determination.
6. The contractor shall be responsible for all reporting required in permit.
7. The contractor shall be responsible for all Notices of Violation and agency enforcement actions resulting from the contractor activity or activity under the direction of the contractor.
8. The contractor shall report the results of all agency permit inspections and Notice of Violation to the designated City of Tacoma Project Manager within 5 business days of receipt.
9. The contractor shall develop a written Corrective Action plan describing in detail the Non-compliance event, current status of compliance and steps(s) and process(es), with a schedule of completion dates, that will be used to bring project activity into compliance for all City of Tacoma, Department of Ecology, and Environmental Protection Agency issued permit inspections and Notice of Violation identifying non-compliance status. The Corrective Action plan shall be provided to the City of Tacoma Project Engineer within 10 business days of receipt of permit inspections and Notice of Violation notice. The designated City of Tacoma Project Manager must review and approve the plan prior to any work resuming.

B. TRANSFER OF EXISTING GENERAL CONSTRUCTION STORMWATER PERMIT

1. The contractor shall be responsible for securing transfer of permit coverage ownership for all project activity covered under an existing Department of Ecology General Construction Stormwater Permit.
2. The contractor shall be responsible for taking over and updating or development, implementation, and management of all permit required plans, programs, and procedures at the time of permit transfer.
3. The contractor shall assume responsibility for all permit required inspections at the time of permit transfer.
4. The contractor shall assume responsibility for the sampling and analysis of all stormwater discharge required by the Permit at the time of transfer.
5. Analyses shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved Methodologies for all testing required for waste determination.
6. The contractor shall assume responsibility for all reporting required by the Permit at the time of permit transfer.

7. The contractor shall assume responsibility for all Notice of Violation and agency enforcement actions resulting from the contractor activity or activity under the direction of the contractor at the time of permit transfer.
8. The contractor shall report the results of all agency permit inspections and Notices of Violation to the City of Tacoma Project Engineer within 5 business days of receipt.
9. The contractor shall develop a written Corrective Action plan describing in detail the Non-compliance event, current status of compliance and steps(s) and process(es), with a schedule of completion dates, that will be used to bring project activity into compliance for all City of Tacoma, Department of Ecology, and Environmental Protection Agency issued permit inspections and Notice of Violation identifying non-compliance status. The Corrective Action plan shall be provided to the City of Tacoma Project Engineer within 10 business days of receipt of permit inspections and Notice of Violation notice. City of Tacoma Project Engineer must review and approve the plan prior to any work starting.

C. PARTIAL COVERAGE UNDER EXISTING GENERAL CONSTRUCTION STORMWATER PERMIT

1. The contractor shall be responsible for securing coverage under an existing Department of Ecology General Construction Stormwater Permit for all construction activity when permit is held by City of Tacoma or other contractor also requiring permit coverage.
2. The contractor shall be responsible for ensuring all permit required plans, programs, and procedures in place accurately reflect and address contractor activities and areas.
3. The contractor shall be responsibility for ensuring permit required inspections reflect and address contractor activities and areas
4. The contractor shall be responsibility for ensuring sampling and analysis of all stormwater discharge reflect and address contractor activities and areas
5. The contractor shall assume responsibility for all reporting required in permit at the time of permit transfer.
6. The contractor shall assume responsibility for all Notice of Violation and agency enforcement actions resulting from the contractor activity or activity under the direction of the contractor.
7. The contractor shall report the results of all agency permit inspections and Notices of Violation to the designated City of Tacoma Project Manager within 5 business days of receipt resulting from the contractor activity or activity under the direction of the contractor.
8. The contractor shall develop a written Corrective Action plan describing in detail the Non-compliance event, current status of compliance and steps(s) and process(es), with a schedule of completion dates, that will be used to bring project activity into compliance for all City of Tacoma, Department of Ecology, and Environmental Protection Agency issued permit inspections and Notices of Violation identifying non-compliance status resulting from the contractor activity or activity under the direction of the contractor. The Corrective Action plan shall be provided to the designated City of Tacoma Project Manager within 10 business days of receipt of permit inspections and Notice of Violation notice. The designated City of Tacoma Project Manager must review and approve the plan prior to any work starting.

1.3 WASHINGTON STATE PHASE I MUNICIPAL STORMWATER PERMIT

1. The contractor shall be covered under the Department of Ecology Phase I Municipal Stormwater Permit for all contract activity that occur on City of Tacoma owned property within the Counties of King and Pierce. These activities include but not limited to as described in; clearing, grading and/or excavation that results in the disturbance of soil of any size construction activity discharging stormwater that the Department of Ecology determines to be a significant contributor of pollutants to waters of the State of Washington or reasonably expects to cause a violation of any water quality standard.
2. The contractor shall be responsible for meeting all applicable City of Tacoma Stormwater Management Plan (SWMP) requirements triggered by work performed by the contractor or under the direction of the contractor
3. The contractor shall be responsible for development, implementation, and management of all permit and SWMP required plans, programs, procedures, and Best Management Practices triggered by work performed by the contractor or under the direction of the contractor
4. The contractor shall develop a written plan describing in detail each permit and SWMP requirement to be met during the project, with a schedule of completion dates, responsible positions, and task description/function that will be used to meet the permit and SWMP requirements. City of Tacoma Project Engineer must review and approve the plan prior to any work starting.

1.4 CONSTRUCTION DEWATERING AND WASTE WATER

1. The contractor shall be responsible for appropriately handling, storage, transportation and disposal of all waste water (including dewatering activity) generated and/or encountered under this contract.
2. The contractor shall be responsible for the sampling and analysis of all waste water (waste streams) generated.
3. Wastes water must be sampled, analyzed, and profiled in accordance with waste designation and profiling requirements of planned disposal location. Additional testing may be required by city/county/state/federal oversight agency. This testing must be completed prior to any waste water transportation and/or disposal efforts are performed.
4. Analytical testing shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved Methodologies for all testing required for waste determination.
5. The contractor shall report all proposed waste water characterizations/profiling with the designated City of Tacoma Project Manager prior to any waste water transportation and/or disposal efforts are performed. The contractor may deviate from this approach only after providing a written work plan describing in detail the evaluation process and methods, If an alternative is proposed the City of Tacoma Project Engineer must review and approve the plan prior to any work starting.
6. The contractor shall report all proposed wastewater disposal locations with the Project Manager prior to any wastewater transportation and/or disposal efforts are performed. The contractor may deviate from this approach only after providing a written work plan describing in detail the handling, storage, and disposal location(s) and process(es) that will be used. If an alternative handling, storage, or disposal method is proposed, the City of Tacoma Project Manager must review and approve the plan prior to any work starting.

1.5 CODES, LAWS AND REGULATIONS

The following laws, codes, and regulations shall be followed when dealing with wastewater, and stormwater management:

- A. Washington State Legislature 90.48 RCW and Department of Ecology Chapters 173-220 WAC, 173-303 WAC, 173-350 WAC,
- B. Code of Federal Regulations Chapter 40.
- C. City of Tacoma Municipal Code Title 12

END OF SECTION

SECTION 02020- STORM AND WASTE WATER

PART 1 GENERAL

1.1 SECTION INCLUDES

The activities in this section shall include all work that will require stormwater permit coverage, or waste water management under Environmental Protection Agency, Department of Ecology, County or City of Tacoma regulation triggered by work performed by the contractor or under the direction of the contractor which may include but not limited to; ground disturbing activity of 1 acre or more, construction or maintenance activity on City of Tacoma owned property, construction dewatering, and/or waters generated during project process.

A. This section is to establish minimum responsibilities and requirements to be used when stormwater permit, stormwater management, construction dewatering, and/or process waste waters are generated by the contractor.

1. All ground disturbing activities shall be managed in accordance with the standards in WAC 173-220 and CFR 40.
2. All contract activities occurring on City of Tacoma owned property inside King and Pierce County shall be managed in accordance with the standards in City of Tacoma Municipal Code Title 12, Department of Ecology Phase I Municipal Stormwater Permit, and City of Tacoma Stormwater Management Plan.
3. All dewatering and waste waters generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-303 and WAC 173-350.

B. The contractor shall assume the following:

1. Responsible for securing permits/notice/registration and all associated permits/notice/registration requirements triggered by work performed by the contractor or under the direction of the contractor
2. Responsible for securing transfer/partial coverage for any existing permits/notice/registration triggered by work performed by the contractor or under the direction of the contractor
3. The cost of permits/notice/registration associated plan development, sampling, reporting and requirements shall be considered as part of the execution of this contract and shall be incidental to the specific proposal item
4. Additional sampling and analysis of materials and/or waste by the contractor may be necessary for the determination of proper handling and disposal requirements in accordance with the standards in WAC 173-303 and shall be incidental to the specific proposal item.

1.2 CONSTRUCTION STORMWATER GENERAL PERMIT

A. CONSTRUCTION STORMWATER GENERAL PERMIT

1. The contractor shall be responsible for securing coverage under the Department of Ecology Construction General Stormwater Permit for all construction activity that include; clearing, grading and/or excavation that results in the disturbance of one or more acres (including off-site disturbance acreage related to construction-support activity) or any size construction activity discharging stormwater that the Department of Ecology determines to be a significant contributor of pollutants to waters of the State of Washington or reasonably expects to cause a violation of any water quality standard.
2. The contractor shall be responsible for development, implementation, and management of all permit required plans, programs, and procedures.
3. The contractor shall be responsible for all permit required inspections
4. The contractor shall be responsible for the sampling and analysis of all stormwater discharges required under the Permit
5. Testing shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved Methodologies for all testing required for waste determination.
6. The contractor shall be responsible for all reporting required in permit.
7. The contractor shall be responsible for all Notices of Violation and agency enforcement actions resulting from the contractor activity or activity under the direction of the contractor.
8. The contractor shall report the results of all agency permit inspections and Notice of Violation to the designated City of Tacoma Project Manager within 5 business days of receipt.
9. The contractor shall develop a written Corrective Action plan describing in detail the Non-compliance event, current status of compliance and steps(s) and process(es), with a schedule of completion dates, that will be used to bring project activity into compliance for all City of Tacoma, Department of Ecology, and Environmental Protection Agency issued permit inspections and Notice of Violation identifying non-compliance status. The Corrective Action plan shall be provided to the City of Tacoma Project Engineer within 10 business days of receipt of permit inspections and Notice of Violation notice. The designated City of Tacoma Project Manager must review and approve the plan prior to any work resuming.

B. TRANSFER OF EXISTING GENERAL CONSTRUCTION STORMWATER PERMIT

1. The contractor shall be responsible for securing transfer of permit coverage ownership for all project activity covered under an existing Department of Ecology General Construction Stormwater Permit.
2. The contractor shall be responsible for taking over and updating or development, implementation, and management of all permit required plans, programs, and procedures at the time of permit transfer.
3. The contractor shall assume responsibility for all permit required inspections at the time of permit transfer.
4. The contractor shall assume responsibility for the sampling and analysis of all stormwater discharge required by the Permit at the time of transfer.
5. Analyses shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved Methodologies for all testing required for waste determination.
6. The contractor shall assume responsibility for all reporting required by the Permit at the time of permit transfer.

7. The contractor shall assume responsibility for all Notice of Violation and agency enforcement actions resulting from the contractor activity or activity under the direction of the contractor at the time of permit transfer.
8. The contractor shall report the results of all agency permit inspections and Notices of Violation to the City of Tacoma Project Engineer within 5 business days of receipt.
9. The contractor shall develop a written Corrective Action plan describing in detail the Non-compliance event, current status of compliance and steps(s) and process(es), with a schedule of completion dates, that will be used to bring project activity into compliance for all City of Tacoma, Department of Ecology, and Environmental Protection Agency issued permit inspections and Notice of Violation identifying non-compliance status. The Corrective Action plan shall be provided to the City of Tacoma Project Engineer within 10 business days of receipt of permit inspections and Notice of Violation notice. City of Tacoma Project Engineer must review and approve the plan prior to any work starting.

C. PARTIAL COVERAGE UNDER EXISTING GENERAL CONSTRUCTION
STORMWATER PERMIT

1. The contractor shall be responsible for securing coverage under an existing Department of Ecology General Construction Stormwater Permit for all construction activity when permit is held by City of Tacoma or other contractor also requiring permit coverage.
2. The contractor shall be responsible for ensuring all permit required plans, programs, and procedures in place accurately reflect and address contractor activities and areas.
3. The contractor shall be responsible for ensuring permit required inspections reflect and address contractor activities and areas
4. The contractor shall be responsible for ensuring sampling and analysis of all stormwater discharge reflect and address contractor activities and areas
5. The contractor shall assume responsibility for all reporting required in permit at the time of permit transfer.
6. The contractor shall assume responsibility for all Notice of Violation and agency enforcement actions resulting from the contractor activity or activity under the direction of the contractor.
7. The contractor shall report the results of all agency permit inspections and Notices of Violation to the designated City of Tacoma Project Manager within 5 business days of receipt resulting from the contractor activity or activity under the direction of the contractor.
8. The contractor shall develop a written Corrective Action plan describing in detail the Non-compliance event, current status of compliance and steps(s) and process(es), with a schedule of completion dates, that will be used to bring project activity into compliance for all City of Tacoma, Department of Ecology, and Environmental Protection Agency issued permit inspections and Notices of Violation identifying non-compliance status resulting from the contractor activity or activity under the direction of the contractor. The Corrective Action plan shall be provided to the designated City of Tacoma Project Manager within 10 business days of receipt of permit inspections and Notice of Violation notice. The designated City of Tacoma Project Manager must review and approve the plan prior to any work starting.

1.3 WASHINGTON STATE PHASE I MUNICIPAL STORMWATER PERMIT

1. The contractor shall be covered under the Department of Ecology Phase I Municipal Stormwater Permit for all contract activity that occur on City of Tacoma owned property within the Counties of King and Pierce. These activities include but not limited to as described in; clearing, grading and/or excavation that results in the disturbance of soil of any size construction activity discharging stormwater that the Department of Ecology determines to be a significant contributor of pollutants to waters of the State of Washington or reasonably expects to cause a violation of any water quality standard.
2. The contractor shall be responsible for meeting all applicable City of Tacoma Stormwater Management Plan (SWMP) requirements triggered by work performed by the contractor or under the direction of the contractor
3. The contractor shall be responsible for development, implementation, and management of all permit and SWMP required plans, programs, procedures, and Best Management Practices triggered by work performed by the contractor or under the direction of the contractor
4. The contractor shall develop a written plan describing in detail each permit and SWMP requirement to be met during the project, with a schedule of completion dates, responsible positions, and task description/function that will be used to meet the permit and SWMP requirements. City of Tacoma Project Engineer must review and approve the plan prior to any work starting.

1.4 CONSTRUCTION DEWATERING AND WASTE WATER

1. The contractor shall be responsible for appropriately handling, storage, transportation and disposal of all waste water (including dewatering activity) generated and/or encountered under this contract.
2. The contractor shall be responsible for the sampling and analysis of all waste water (waste streams) generated.
3. Wastes water must be sampled, analyzed, and profiled in accordance with waste designation and profiling requirements of planned disposal location. Additional testing may be required by city/county/state/federal oversight agency. This testing must be completed prior to any waste water transportation and/or disposal efforts are performed.
4. Analytical testing shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved Methodologies for all testing required for waste determination.
5. The contractor shall report all proposed waste water characterizations/profiling with the designated City of Tacoma Project Manager prior to any waste water transportation and/or disposal efforts are performed. The contractor may deviate from this approach only after providing a written work plan describing in detail the evaluation process and methods, If an alternative is proposed the City of Tacoma Project Engineer must review and approve the plan prior to any work starting.
6. The contractor shall report all proposed wastewater disposal locations with the Project Manager prior to any wastewater transportation and/or disposal efforts are performed. The contractor may deviate from this approach only after providing a written work plan describing in detail the handling, storage, and disposal location(s) and process(es) that will be used. If an alternative handling, storage, or disposal method is proposed, the City of Tacoma Project Manager must review and approve the plan prior to any work starting.

1.5 CODES, LAWS AND REGULATIONS

The following laws, codes, and regulations shall be followed when dealing with wastewater, and stormwater management:

- A. Washington State Legislature 90.48 RCW and Department of Ecology Chapters 173-220 WAC, 173-303 WAC, 173-350 WAC,
- B. Code of Federal Regulations Chapter 40.
- C. City of Tacoma Municipal Code Title 12

END OF SECTION

SECTION 02040- WASTE MANAGEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

The activities in this section shall include all work that will require handling, storage, sampling, disturbance, removal, transportation, designation, and/or disposal of hazardous materials and hazardous wastes which may include; soil and hazardous substances.

- A. This section is to establish minimum practices to be used for the generation (including soil excavation), handling, storage, and disposal of potentially hazardous materials that may be encountered, and/or generated by the contractor.
 - 1. All non-hazardous solid wastes generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-350.
 - 2. All hazardous materials and wastes generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-303.
- B. The contractor shall assume the following:
 - 1. Additional sampling and analysis of materials and/or waste by the contractor may be necessary for the determination of proper handling and disposal requirements in accordance with the standards in WAC 173-303.
 - 2. The cost of removal, handling, storage, sampling, analysis, transportation, and disposal of contaminated and/or hazardous materials and hazardous wastes as part of the execution of this contract shall be incidental to the specific proposal item.

1.2 MANAGEMENT AND ANALYSIS OF WASTES

A. HAZARDOUS MATERIALS/WASTES

- 1. The contractor shall be responsible for appropriately handling, transporting and disposing of all hazardous wastes generated and/or encountered under this contract.
- 2. The contractor shall be responsible for the sampling and analysis of all waste materials (waste streams) generated.
- 3. Hazardous wastes must be sampled, analyzed, and profiled in accordance with Washington Department of Ecology waste designation requirements as codified in WAC 173-303.
- 4. Testing shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved Methodologies for all testing required for waste determination.
- 5. The contractor shall report all proposed waste characterizations with the engineer prior to any waste transportation and/or disposal efforts are performed. The contractor may deviate from this approach only after providing a written work plan describing in detail the evaluation process and methods, If an alternative is proposed the City of Tacoma Project Engineer must review and approve the plan prior to any work starting.

6. The contractor shall report all proposed hazardous waste disposal locations with the engineer prior to any waste transportation and/or disposal efforts are performed. The contractor may deviate from this approach only after providing a written work plan describing in detail the handling, storage, and disposal location(s) and process(es) that will be used. If an alternative handling, storage, or disposal method is proposed, the City of Tacoma Project Engineer must review and approve the plan prior to any work starting.
7. Testing and waste characterizations may not be required if the waste materials are managed under a Department of Ecology approved recycling exemption (e.g. recycling of scrap steel without removal of coating, recycling of used concrete).

1.3 CODES, LAWS AND REGULATIONS

The following laws, codes, and regulations shall be followed for the removal of soils, hazardous materials, and stormwater management:

- A. Washington State Department of Labor and Industries Chapters 296-155 WAC, 296-24 WAC, 296-62 WAC
- B. Washington State Department of Ecology Chapters 173-303 WAC, 173-304 WAC, 173-350 WAC
- C. Code of Federal Regulations Chapters 29 and 40.

PART 2 EXECUTION

A. HAZARDOUS MATERIALS/WASTES

1. The contractor shall perform a baseline study for each work area where hazardous materials will be disturbed.
 - a. The contractor shall include all aspects of the environment local to the job site.
 - b. The contractor shall submit a plan showing test locations and results to the engineer prior to commencement of work involving the disturbance of hazardous materials at the job site.
 - c. Upon completion of work, including demobilization, the contractor shall perform a post-baseline study and shall submit the study to the engineer.
 - d. The City will not make final payment for work until the engineer has received and reviewed the post-baseline study.
2. All hazardous waste removal work shall be performed by workers that have completed all required training activities and are knowledgeable in the removal of hazardous waste materials.
3. The contractor shall follow all requirements of the above codes and regulations to protect all people who may enter the work area during hazardous waste removal.
4. All requirements of the county health department(s) shall be followed at all times.
5. The contractor shall furnish and require use of respiratory equipment and special protective clothing for all employees exposed to airborne contaminants or other hazardous materials.
6. The contractor shall be responsible for the removal, encapsulation and disposal of all hazardous waste materials disturbed, managed, and/or generated under this contract.

7. If applicable and/or requested by the engineer, the contractor shall include a copy of their lead/asbestos abatement program, management policies and procedures in the Contractor's Work Hazard Analysis Report. The Report shall be submitted to the City for the preconstruction conference in accordance with Section 01500 – Construction Facilities and Temporary Controls.

END OF SECTION

SECTION 02200 - EARTHWORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Aggregate Material
- B. Site Clearing
- C. Grading and Excavation
- D. Backfill and Compaction (New and Native)

PART 2 PRODUCTS

2.1 AGGREGATE MATERIALS

- A. Gravel Backfill for Walls - Standard Specification Section 9-03.12(2)
- B. Crushed Surfacing Base Course - Standard Specification Sections 9-03.9(3)
- C. Quarry Spalls –Standard Specification Section 9-13.1(5) and 9-13.4
- C. 1-2 Man Wall Rock –Standard Specification Section 9-13.4

PART 3 EXECUTION

3.1 CONSTRUCTION DETAILS

Upon completion of all clearing and grubbing operations and after all excavation and reconsolidation of in-situ materials is complete to the satisfaction of the engineer, foundation ballast, wall backfill, armor rock and a crushed surfacing base course shall be applied at the locations shown on the drawings and further specified in these specifications.

The contractor shall submit the name of the aggregate materials suppliers. Provide materials from the same source throughout the project. Change of source requires engineer approval.

Aggregate materials which the contractor intends to store on-site shall separate differing materials with dividers or stockpile apart to prevent mixing.

3.2 SITE CLEARING

All work shall be done in accordance with the Washington State Department of Transportation (WSDOT) Standard Specifications Section 2.01 Clearing, Grubbing and Roadside Cleanup.

The contractor shall remove all debris and decayable material, such as trees, shrubs, topsoil, brush, weeds, and grass from the site prior to beginning any grading operations to an approximate depth of 4 to 10-inches. Remove stumps and roots larger than 1-1/2-inch in diameter to not less than 18-inches below finish growth. All holes resulting from stump removal shall be backfilled and compacted to provide a neat workmanship appearance and suitable structural base where required by subsequent construction.

All trees, roots and large brush shall be hauled to a dump site which will be made available within the Cushman project limits at the contractor's request. This dump site is adjacent to the project site and will require rough grading upon completion of the project as directed by the engineer. Conduct clearing operations in a manner that will preserve and protect vegetation and habitat beyond clearing limits.

Open burning of cleared materials will not be allowed.

3.3 EXCAVATION AND GRADING

Prior to performing any grading operations, the contractor shall:

- A. Verify site conditions, survey benchmarks and elevations for the work are as indicated.
- B. Locate, identify, and protect utilities from damage.
- C. Fill areas to required grades or blend into existing grades as directed with approved backfill materials.

After the stripping and clearing preparation work of the site has been completed, the exposed surface should be scarified to a depth of at least eight 8-inches, moisture-conditioned to optimum moisture content, and mechanically compacted to the requirements for engineered fill as described below. Excavations below the finish grade, including grub holes and ditches, should be cleaned of all deleterious fill pockets and loose or disturbed soil prior to backfilling.

All excavated material shall be used for site filling and/or grading if directed by the engineer. Material deemed unsuitable by the engineer for site filling and grading shall be disposed of at a site within the Cushman project limits and the cost incidental to the contract.

Correct areas over-excavated as directed by the engineer or their designated representative with approved backfill material.

Excavation includes the removal and disposal of all debris, including submerged and buried timber, and all pumping that may be necessary for draining and dewatering the excavation. It shall also include the furnishing of all equipment necessary for the performance of this work, the placement of all necessary backfill within the limits excavated, and the disposal of excavated material that is not suitable for backfill.

3.4 BACKFILL AND COMPACTION

The contractor shall use a (minimum) 6-ton compactor/roller to achieve compaction of all areas requiring cut prior to installing concrete and gravel materials in most instances. Only hand-operated compaction equipment shall be allowed within 3-feet behind the block wall. All subgrade beneath blocks shall be compacted to a depth of 6-inches from the bottom of the block.

The scarified and moisture-conditioned subgrade and subsequent structural fill placed beneath any pre-cast or cast-in-place concrete shall be compacted to at least 95-percent. The terms "compacted and compaction" refer to relative compaction as determined by ASTM Test Designation D1557. Fill and foundation backfill should be brought to optimum moisture, placed in lifts and compacted per the Soils Report. If select fill is used, the required degree of compaction should be achieved at or near optimum moisture content. Compaction shall be performed by mechanical means only.

Excavated materials shall be used for wall backfill when approved by the engineer. If the excavated material is found to be unsuitable for backfill, the unsuitable materials shall not be used for site backfill.

Should material be unsuitable for backfill of any kind, the material must be stored on-site until it can be tested by the City. Removal of materials off-site shall be paid for under Force Account. The majority of the earthwork will be performed during the annual wet season.

The contractor shall take adequate precautions to ensure the soils maintain optimum moisture content while those materials are stockpiled, reinstalled, and compacted. The contractor shall provide all labor, materials, and equipment necessary to stockpile, cover, spread, re-stockpile, uncover, install, compact, and all other functions to work the soils in accordance with the requirements of the specification to achieve the required compaction.

Compaction shall be 95-percent of maximum density (Standard Proctor ASTM D698 or Mod. Proctor ASTM D1557) in backfill as specified in the Standard Specifications. The contractor shall allow the City to test the density of the backfill at any point during the operation. If the density of the compacted backfill does not meet the specified requirements, the contractor shall continue compacting until the specified density is attained.

Place properly moisture-conditioned fill material in loose horizontal layers which do not exceed 10-inches in thickness. Spread each layer evenly and mix thoroughly during spreading to ensure uniformity of material in each layer. Bring fills to required levels, profiles and grades. Make changes in grade gradual and blend slopes into level areas.

If settlement occurs, bring to correct levels with same materials.

END OF SECTION

SECTION 02231 - AGGREGATE BASE COURSE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Gravel Backfill for Walls
- B. Crushed Surfacing

2.1 AGGREGATE MATERIALS

- A. Gravel Backfill for Walls to be used for backfilling reinforced zones of structural earth (i.e., on top of geo-grid) and directly behind block wall shall meet the requirements of Paragraph 9-03.12(2) "Gravel Backfill for Walls" of the most recent Standard Specifications.
- B. Crushed Surfacing material to be used as a foundation and leveling course under all pre-cast and cast-in-place concrete and as final top course on the 'Graveled' ramp portions and driveways shall meet the requirements of Paragraph 9-03.9(3) "Crushed Surfacing Base Course" of the most recent Standard Specifications.

PART 3 EXECUTION

3.1 CONSTRUCTION DETAILS

Upon completion of all clearing and grubbing operations and after all excavation and reconsolidation of in-situ materials is complete to the satisfaction of the engineer, gravel backfill for walls and a crushed surfacing top course shall be applied at the locations shown on the drawings and further specified in these specifications.

The contractor shall submit the name of the aggregate materials suppliers. Provide materials from the same source throughout the project. Change of source requires engineer approval.

Aggregate materials which the contractor intends to store on-site shall separate differing materials with dividers or stockpile apart to prevent mixing.

A. GRAVEL BACKFILL FOR WALLS

The Gravel Backfill for Walls material shall be uniformly spread over the areas to be filled and compacted in accordance with Section 2-03.3(14)C, Method C, of the most recent Standard Specifications. The maximum depth of any course shall not exceed 10-inches. Each course shall be bladed and compacted prior to placing the next layer of material. Each layer of material shall be compacted to 95-percent of maximum modified proctor density as determined by ASTM 1557-D.

B. CRUSHED SURFACING

In certain locations as directed by the engineer, a 6-inch course of 1-1/4-inch minus crushed surfacing base course shall be placed over those areas which will receive pre-cast blocks and in other areas as directed by the engineer. Each layer of material shall be compacted to 95-percent of maximum modified proctor density as determined by ASTM D1557. After achieving proper subgrade elevations and compaction the site shall be graded uniformly to the subgrade elevations indicated on the contract drawings, and as staked prior to surfacing. The 1-1/4-inch minus crushed surfacing shall be spread uniformly over a continuous layer of non-woven geotextile fabric throughout the construction areas (i.e., ramp and storage pad areas) to a minimum depth of 3-inches to establish the design grades shown. A 3-inch layer of 1-1/4-inch minus crushed surfacing base course shall be place over areas which will receive cast-in-place concrete or pre-cast concrete panels as well as final grading of greveled portion of ramp.

END OF SECTION

SECTION 02246 - GEOTEXTILES

PART 1 GENERAL

1.1 SECTION INCLUDES

Work shall include all items necessary for the placement of geotextile fabric and geo grid reinforcement as shown on the drawings and specified herein. The geotextiles shall be installed in accordance with Section 9-33, Construction Geotextile, of the latest edition of the Standard Specifications for Road, Bridge and Municipal Construction of the Washington State Department of Transportation.

Supply and installation of geo-grid reinforcement shall be incidental to the construction of the Concrete Segmental Retaining Wall.

1.2 RELATED SECTIONS

- A. Section 03320 – Concrete Segmental Retaining Wall System.

1.3 REFERENCES

- A. Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction, Section 9.33.
- B. Manufacturer's Reference Manuals.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Geotextile fabric used shall be non-woven Typar CI.SDE, AASHTO class M288 or approved alternative in accordance w/ Section 9.33.2(1) of the Standard Specification.
- B. Geo-grid reinforcement used shall be biaxial HDPE, PP or PET or approved alternative in accordance w/ Section 9.33.2(2) of the Standard Specification.

PART 3 EXECUTION

3.1 PREPARATION

Prior to placement of the geotextile fabric, the subgrade will be prepared to create a surface condition free of any loose organic debris or obstructions that could possibly tear the fabric will be removed prior to its installation. In areas where the bank is under cut, the fabric will be laid back into these areas to prevent large voids from remaining.

3.2 GEOTEXTILE (FABRIC) INSTALLATION

- A. The geotextile fabric will be installed directly on the prepared existing soil.
- B. Install geotextile fabric along ramp alignment as indicated on construction drawings or as indicated by engineer.
- C. The geotextile fabric shall overlap 12-inches at all seams and installed per manufacturer's recommendations. Seams will overlap in manner to allow natural drainage to flow over them.
- D. Additional overlap or anchoring may be required as determined by the engineer.

- E. Care shall be taken during construction to avoid contamination of the geotextile fabric and contractor shall keep fabric clean prior to placement of rock products. Contaminated fabric shall be removed and replaced at the contractor's expense.
- F. Any damaged geotextile fabric shall be repaired by placing a patch extending 2-feet in all directions beyond damaged area. Damaged geotextile fabric shall be replaced at no expense to the owner.
- G. The geotextile fabric shall be placed on the prepared grade immediately prior to the placement of rock products.
- H. The geotextile fabric shall be keyed under transition joint between cast-in-place concrete and the pre-cast ramp panels and extend beneath the thickened edges of the concrete.
- I. Equipment will not be allowed to operate directly on or cross the exposed geotextile fabric.

3.3 GEOGRID (REINFORCEMENT) INSTALLATION

- A. The geotextile fabric will be installed directly on the prepared existing soil.
- B. Install geotextile fabric along ramp alignment as indicated on construction drawings or as indicated by engineer.
- C. The geotextile fabric shall overlap 24 inches at all seams. Seams in geo-grid reinforcement shall run perpendicular to face of wall. Follow manufacturer's guidelines for overlap requirements. Install per manufacturer's recommendations.
- D. Additional overlap or anchoring may be required as determined by the engineer.
- E. Geo-grid reinforcement shall be installed on compacted backfill at elevations shown on drawings.
- F. Geo-grid reinforcement shall extend from outside face of block wall to embedment length shown on drawings. Geo-grid lengths shall be continuous. Splicing parallel to the wall face is not allowed.
- G. After placement of next course of concrete block on top of geo-grid, remove slack and folds in geo-grid and stake to hold in place.
- H. Tracked construction equipment shall not be operated directly on geo-grid. A minimum thickness of 6-inches of gravel materials is required prior to operation of tracked vehicles over the geo-grid. Turning of tracked vehicles should be kept to a minimum to prevent tracks from displacing the fill and damaging the geo-grid.
- I. Rubber-tired equipment may pass over the geo-grid reinforcement at slow speeds, less than 10-mph. Sudden braking and sharp turns shall be avoided.

END OF SECTION

DIVISION 3 - CONCRETE

SECTION 03000 - CAST IN PLACE CONCRETE

PART 1 GENERAL

1.1 SECTION INCLUDES

This section includes requirements for concrete forming, reinforcing, placing, finishing and curing.

1.2 SUBMITTALS

Submit supplier's certified concrete mix design, admixtures, and curing compounds to engineer for approval. See section 5-05.3 of the standard specification for minimum submittal requirements related to concrete mix design.

Comply with ACI 315 manual of Standard Practice for Detailing Reinforced Concrete Structures and Section 5-05 of the Standard Specifications. Submit rebar shop drawings to engineer for approval.

Contractor shall submit material product data control and construction joints.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cast-in-place concrete for the Debris Removal Ramp shall be accordance with Section 5-05 of the Standard Specification and ACI 301.
- B. Cast-in-place concrete shall be machine mixed and shall be capable of providing a minimum flexural strength of 650 psi at 14 days (see Standard Specification section 5-05) with a 4-6 percent air entrainment. From this a compressive strength will be determined as a correlation factor.
- C. All cast-in-place concrete shall be formed and vibrated except where otherwise noted on the plans.
- D. Water content shall be as little as practicable with maximum 5-inch slump allowed unless otherwise approved by the engineer.

2.2 FORM MATERIALS

The contractor may use plywood, lumber, or steel forms.

Aluminum forms shall not be used.

Construction joints shall be per the drawings.

2.3 REINFORCEMENT

- A. Reinforcing steel shall be ASTM A615 Grade 60 deformed bars fabricated in accordance with applicable ACI and CRSI codes.
- B. Tie wire shall be heavy annealed black wire.

2.4 JOINT DEVICES AND FILLER MATERIALS

- A. Engineer approved asphalt impregnated board and mastic compound to be used at interface between cast-in-place anchor and pre-cast panel.
- B. Submit types to engineer for approval.

3.1 FORMWORK

- A. The contractor may use plywood, lumber, steel forms or slip form.
- B. Wood forms shall be free from loose knots, knot holes, cracks or waness making it unsuitable for form work.
- C. Forms shall conform to the shape and dimensions shown on the drawings and be braced to be unyielding and made reasonably tight.
- D. Forms shall be pre-oiled with non-staining oil acceptable to the engineer applied several days before the concrete is placed.
- E. In general, side forms shall not be removed until ample time has elapsed after placement of concrete to permit the development of the proper set, 12-hours minimum.
- F. When removing forms, care shall be taken to avoid damaging the concrete surface as forms are pulled away from the protruding dowel and tie bars.

3.2 REINFORCEMENT STEEL

- A. All reinforcing steel shall be placed in such a condition that it is free from rust, dirt, and scale and shall be unpainted.
- B. Reinforcing steel shall be stored under cover to prevent rusting and placed on blocks such that no steel touches the ground.
- C. Reinforcing steel shall be placed on concrete blocks and securely tied together prior to placing any concrete.
- D. All required bends shall be performed in a shop prior to arriving on site.
- E. Notify the engineer at least 24-hours before placing any reinforcing steel to determine the predicted reservoir level for the next 7-days to reduce the potential for the site to be submerged.

3.3 TIE BARS AND DOWEL BARS

- A. Tie Bar shall be placed across all longitudinal construction joints.
- B. Dowel bars shall be placed across all transverse construction joints and across all transverse contraction control joints.
- C. All bars shall be secured to the reinforcing steel mat and protrude through the forms to be centered over the joint prior to pouring the concrete for that section.
- D. Placement tolerances for the bars shall be in the middle of the slab plus or ½-inch.

3.4 CONCRETE PLACEMENT

- A. No concrete shall be poured if there is a possibility of the reservoir level rising over the poured surface within 7-days.
- B. Notify the Engineer at least 48-hours before the intended pour to confirm the reservoir level will remain at the appropriate elevation.
- C. Concrete shall be placed in accordance with Section 5-05 of the Standard Specifications.
- D. Concrete shall be placed in a manner to limit horizontal movement to a minimum.
- E. All concrete shall be vibrated to ensure adequate density in the hardened concrete.

3.5 FINISHING

- A. The final concrete surface shall have a smooth profile with a tolerance of plus or minus $\frac{1}{4}$ -inch in 10-feet.
- B. After the concrete has been given a preliminary finish the surface shall be checked with a 10-foot straight edge to ensure adequate profile has been met.
- C. After necessary adjustments, the ramp will be given the final finish by texturing with a comb.
- D. The comb shall produce heavy striations approximately $\frac{1}{8}$ -inch wide by $\frac{3}{16}$ -inch deep and spaced approximately every $\frac{1}{2}$ -inch.
- E. Striations shall be applied perpendicular to the ramp surface.

3.6 CONSTRUCTION AND CONTROL JOINTS

- A. See drawings for construction and control joint requirements
- B. When placing concrete is discontinued for more than 45-minutes, a transverse construction joint shall be installed. See drawings for a maximum spacing requirements.

3.7 CURING AND PROTECTION

- A. Liquid mebrane curing compound shall be applied immediately after the finishing operations have been complete.
- B. Concrete surface shall be protected from freezing until the pavement has eached 50-percent of its design strength or 2500-psi, whichever is greater.
- C. Contractor shall provide sufficient supply of straw, hay, grass or blankets to protect the pavement from freezing.
- D. Contractor shall keep traffic off slabs for a minimum of 7-days after placement.

END OF SECTION

SECTION 03320 – CONCRETE SEGMENTAL RETAINING WALL SYSTEM

PART 1 GENERAL

1.1 SUMMARY DESCRIPTION

- A. This section includes ULTRABLOCK™ gravity retaining wall systems consisting of a column of ULTRABLOCK™ segmental concrete facing units retaining compacted soil backfill or a native ground cut. Work shall consist of furnishing all materials, labor, equipment, field supervision, and installing a ULTRABLOCK™ gravity wall system in accordance with given specifications. All installations should conform with project drawings provided by the plans and design provided by City of Tacoma.
- B. Related Sections
 - 1. Division 2 – Site Work

1.2 REFERENCE STANDARDS

- A. Ultrablock, Inc.
 - 1. Design manual for Ultrablock Wall Systems, 4th Edition July 2008
- B. Commercial Standards
 - 1. ASTM C33-99 Standard Specifications for Concrete Aggregates
 - 2. ASTM C150 Use of Cement in Concrete Blocks
 - 3. ASTM C260 Use of Admixtures in Concrete
 - 4. ASTM C494 Use of Admixtures in Concrete
 - 5. ASTM C805 Schmidt Hammer Test for the Determination of Compressive Strength of Concrete

1.3 DEFINITIONS

- A. ULTRABLOCK™ Unit – A segmental concrete unit with shear keys generally made of “surplus concrete mix” in the yard of a ready-mix concrete supplier.
- B. Gravity Soil Mass – Compacted structural fill placed immediately behind the wall, which contributes to the gravity mass of the wall structure.
- C. Drainage Fill – Free-drainage, well graded and coarse-grained aggregates placed immediately behind the blocks to relieve hydrostatic pressures or seepage forces and to prevent clogging of aggregate drainage medium if a geotextile fabric is not used.
- D. Retained Soil – Native soils or compacted structural fill situated immediately behind drainage fill. The primary function of the gravity wall is to retain this soil mass without failure.
- E. Leveling Pad/Wall Foundation – Densely compacted and free draining crushed rock pad for distributing the weight of block wall over a wider area and for providing a working surface during construction.
- F. Foundation Subgrade - Competent native soil subgrade or compacted structural fill subgrade for supporting the block wall structure as approved by a qualified geotechnical engineer.

- G. Backslope – Retained soil slope behind the wall. Slope inclination, β , is measured clockwise from the horizontal plane.
- H. Foreslope/Toeslope – Downslope in front of the toe of wall.
- I. Retained/Structural Backfill – Compacted structural fill placed behind the drainage fill or directly behind the units as outlined on the plans.

1.4 SUBMITTALS

Following submittals shall be made ten (10) days prior to the start of construction. In addition, the contractor shall provide a list of successfully completed projects along with related project references.

- A. Product Data – manufacturer's materials specifications, installation instructions, and general recommendations.

1.5 QUALITY ASSURANCE

- A. Pre-Construction Meeting – A meeting between the City, wall designer, contractor, material supplier, subcontractors, and the owner shall be held at the site in order to review the retaining wall design and construction requirements. A notification shall be sent to all the parties at least three (3) days in advance of the time of the meeting.
- B. The contractor shall discard all damaged materials and not use them in wall construction.

1.6 MANUFACTURERS

- A. Ultrablock, Inc. and Inter-Block Inc. are the sole domestic manufacturers of the Segmental Concrete Facing Units.

PART 2 PRODUCTS

2.1 ULTRABLOCK™ SEGMENTAL UNIT

- A. The ULTRABLOCK™ units shall have twenty-eight (28) day compressive strength of at least 2,200 psi.

The maximum absorption of 10 pcf and adequate freeze-thaw protection (absorption by weight six (6) percent) shall, in general, satisfy the local requirements of high elevation (mountainous) areas where there is a potential for spalling due to freeze-thaw.

- B. All individual ULTRABLOCK™ units shall be free of cracks and other defects that would interfere with the placement and locking of units. All shear keys shall be in good condition.
- C. ULTRABLOCK™ Unit dimensions such as height, width, depth, and batter shall match details shown on plans. A tolerance of $\pm 1/2$ -inch for length, width tolerance of plus $1/2$ -inch and minus $3/4$ -inch and a tolerance of $\pm 1/4$ -inch shall be used for height. Blocks are typically poured face down creating a nonfinished side on the back of block.
- D. Architectural features such as surficial finishes, and color of ULTRABLOCK™ units shall match details shown on plans. Surface coloring or integral coloring generally costs extra.
- E. The chamfered corners of the ULTRABLOCK™ units shall provide approximately 8-in² of drainage area per unit. Clearance of roughly $1/2$ -inch around locking grooves/shear keys shall provide additional drainage.
- F. ULTRABLOCK™ units shall have following dimensions.

- 1. ULTRABLOCK™ FULL

- a. Size: 2.5-feet x 2.5-feet x 5-feet
- b. Weight: 4,320 pounds
- c. Color: Grey
- 2. ULTRABLOCK™ HALF
 - a. Size: 2.5-feet x 2.5-feet x 2.5-feet
 - b. Weight: 2,160 pounds
 - c. Color: Gray
- 3. ULTRABLOCK™ FULL FLAT CAP
 - a. Size: 1.25-feet x 2.5-feet x 5-feet
 - b. Weight: 2,140 pounds
 - c. Color: Gray
- G. Use gravel backfill for walls and native materials for wall backfill per plans.

PART 3 CONSTRUCTION

3.1 QUALIFICATION

- A. The contractor and the site supervisor shall have successfully completed several projects including the installation of ULTRABLOCK™ gravity wall systems.

3.2 EXCAVATION

- A. Prior to the beginning of excavation, a ULTRABLOCK™ supplier's representative experienced in ULTRABLOCK™ wall construction shall assist the contractor regarding wall foundation excavation, specifically the preparation of foundation subgrade and other excavation procedures related to subgrade preparation, placement of blocks, and drainage envelope behind the wall.
- B. The contractor shall provide adequate excavation support during construction in accordance with local, state, and federal safety regulations. It shall be the contractor's responsibility to assure site safety during excavation and other construction activities.
- C. The subgrade shall be excavated to meet design requirements shown on grading plans. Excavations shall be made vertically to the plan elevation and horizontally to the designed geogrid lengths so that over-excavation is minimized.
- D. Start excavation at the lowest wall level. If wall steps up in one block height, the base block should be installed at the lowest level in order to establish grade and face location of the second level.
- E. Overexcavated or filled areas shall be well compacted, inspected and approved by a City engineer.
- F. A City engineer shall evaluate and approve excavated materials that are used as backfill in the reinforcement zone. All backfill materials shall be protected from the weather.

3.3 FOUNDATION PREPARATION

- A. Foundation trench shall be excavated to the dimensions indicated on the construction drawings.

- B. The City shall inspect and approve the reinforcement zone and leveling pad foundation soil subgrade in order to ensure adequate bearing capacity. Subgrade soil areas not meeting required bearing strength shall be marked in the field and the contractor shall remove and replace these areas with approved fill materials.
- C. Foundation subgrade soils and any backfill materials shall be compacted to a minimum of ninety-five (95%) percent. Standard Proctor Dry Density in accordance with ASTM D698-98 before placing the leveling pad.

3.4 LEVELING PAD INSTALLATION

- A. The leveling pad shall consist of six (6) inches thick layer of Crushed Surfacing Base Course (CSBC).
- B. A ULTRABLOCK™ or Engineer approved equal supplier's representative shall assist the contractor regarding leveling pad preparation. The wall designer shall inspect and approve the leveling pad prior to the placement of blocks.

3.5 UNIT/BLOCK INSTALLATION

- A. Installation shall be in accordance with manufacturer guidelines. A detailed installation guide can be found online (www.ultrablock.com).
- B. A track-mounted excavator is the ideal equipment for block installation. A wire rigging with swivel hooks, OSHA approved and rated for weight of the blocks can be attached to the excavator and used for lifting, moving, and placing the blocks.
- C. The contractor shall carefully place the first course of units only after the leveling pad has been approved by the designer for adequate batter.
- D. Block placement should start at the lowest elevation. At the start of the wall, make a line perpendicular to the face of the wall so the first block can be placed square to the wall face. Set blocks at the back of the wall first, i.e., if the width of the wall base is larger than the block width, then the first block shall be placed at the back followed by the front block.
- E. All units shall be placed together and parallel to the straight or curved line of the wall face.
- F. The units shall be installed free of all protrusions, debris before installing the next course of units and/or placing the geogrid materials.
- G. Do not place any more than five (5) to six (6) blocks along the first course before starting on the second course.
- H. At the completion of the placement of each course, a string line shall be pulled to confirm that the walls geometry is being maintained.

3.6 RETAINED BACKFILL PLACEMENT

- A. As shown on the plans, the retained backfill material shall be placed in maximum lifts of ten (8) inches and shall be compacted to a minimum ninety-five (95%) percent Standard Proctor Dry Density in accordance with ASTM D698-98.
- B. Only hand-operated compaction equipment shall be used within five (3) feet of the backface of the units. This area shall be compacted to a minimum ninety (90%) percent of Standard Proctor Dry Density in accordance with ASTM D698-98.
- C. Soil density testing shall not be performed within five (5) feet of the tail of the™ Segmental Concrete Facing Units.
- D. The toe of the wall shall be filled and compacted as the wall is being constructed.

3.7 TOLERANCE

- A. Wall batter tolerance of $\pm 1/8$ -inch per foot maximum shall be allowed.

END OF SECTION

SECTION 03400 – PRE-CAST CONCRETE PANELS

PART 1 GENERAL

This section includes the requirement to place the City-supplied pre-cast concrete panels for the Debris Removal Ramp.

PART 2 PRODUCTS

2.1 CONCRETE PANELS

- A. Pre-cast concrete panels will weigh between 3,900 and 1,500 pounds depending on the individual panel.
- B. Panels have been fabricated with Straight Ferrule Loop inserts for temporary lifting eyes.
- C. The contractor shall supply all lifting eyes and necessary rigging to set and place the panels.

PART 3 EXECUTION

3.1 CONCRETE PANELS

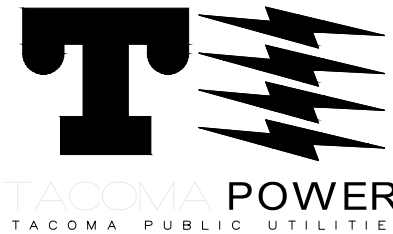
- A. Pre-cast concrete panels will be delivered to a staging area near the Cushman No.1 Spillway site.
- B. The contractor shall arrange for the loading and movement these panels from the staging area to the Debris Removal Ramp.
- C. Prior to setting panels, the contractor shall prepare the subgrade by rough grading and proof rolling, fine grading and compacting the required crushed surfacing course and immediately set the panels. A field decision will be made by the City Engineer to whether geotextile fabric should be placed directly below the panels or below the crushed surfacing.
- D. Panels shall be gently placed in a manner to prevent damaging the concrete or the geotextile fabric and subgrade.
- E. The transition between pre-cast panels and cast-in-place concrete shall be made by digging the required key-way, placing the geotextile fabric, setting the “key” panels, temporarily attaching the asphalt mastic board and pouring the cast-in-place concrete around the panels as shown in the plans.
- F. All joints between the panels shall be filled with sand.
- G. Submit for approval any other proposed details for filling remaining gaps.

3.2 REINFORCEMENT PLACEMENT

All reinforcing steel shall be placed in such a condition that it is free from rust, dirt, and scale and shall be unpainted. Steel reinforcement to be placed in the work shall be stored under cover to prevent rusting and shall be placed on blocks such that no steel touches the ground surface.

END OF SECTION

Tacoma Public Utilities Cushman No. 1 Debris Removal Ramp



OWNER

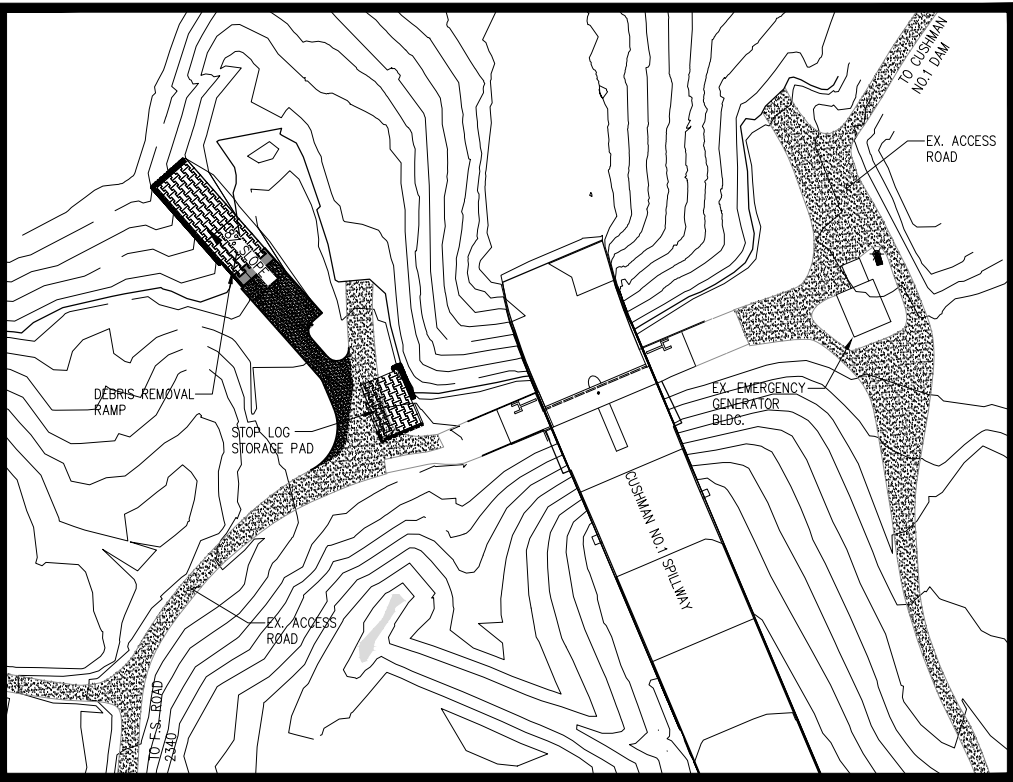
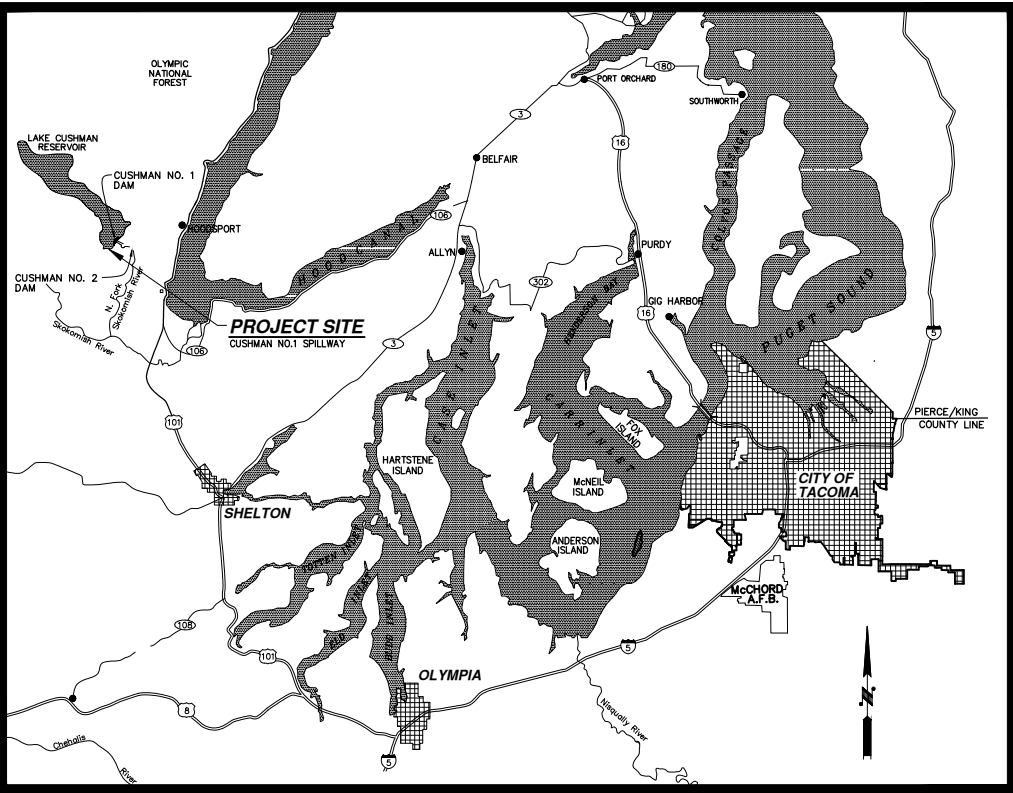
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
LIGHT DIVISION
3628 SOUTH 35TH STREET
TACOMA, WASHINGTON 98409-3192
CONTACT: JASON HENRY
PHONE: (253) 502-8381

PROJECT MANAGER

TACOMA POWER
CONTACT: JASON HENRY
PHONE: (253) 502-8381
CELL: (253) 232-8347
EMAIL: jchenry@cityoftacoma.org

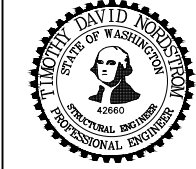
CIVIL ENGINEER

TACOMA POWER
CONTACT: TIM NORDSTROM, P.E.
PHONE: (253) 502-8626
CELL: (253) 720-2288
EMAIL: tnordstrom1@cityoftacoma.org

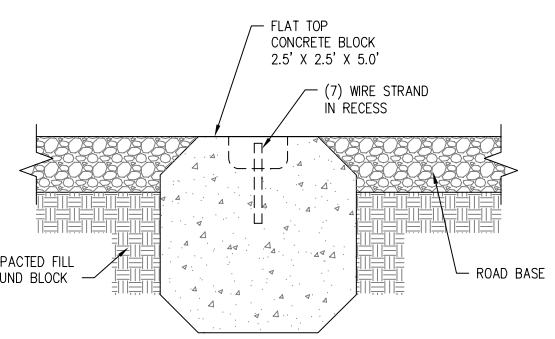
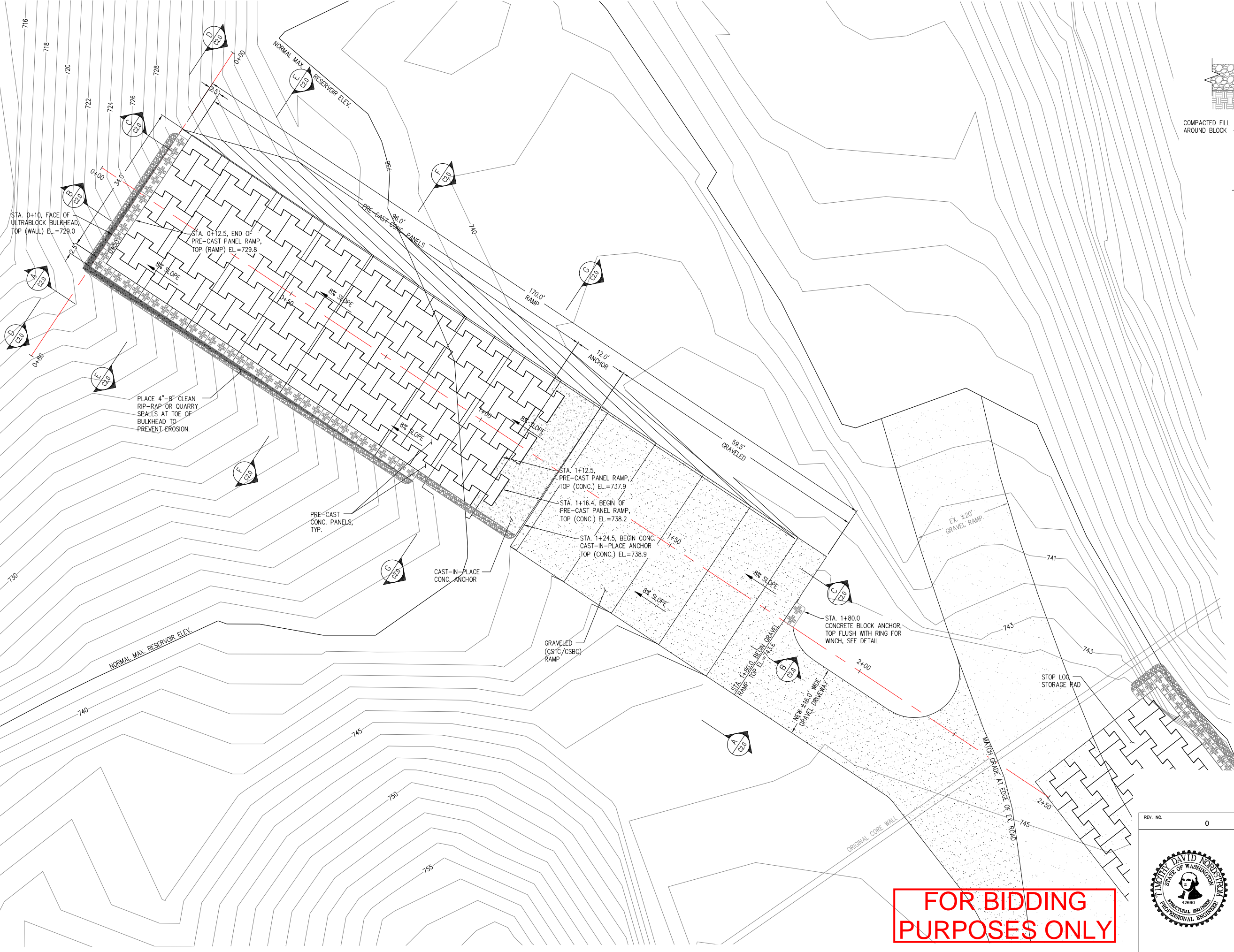


DRAWING INDEX		
CONST. NO.	ARCHIVE NO.	DESCRIPTION
20.12.G1.0		COVER SHEET & VICINITY MAP
20.12.C1.0		SITE PLAN
20.12.C1.1		STORAGE PAD SITE PLAN
20.12.C2.0		PROFILE & SECTION VIEWS
20.12.C2.1		ELEVATION AND SECTION VIEWS
20.12.C3.0		GRADING & T.E.S.C. PLAN
20.12.C3.1		STANDARD NOTES
20.12.C3.2		STANDARD DETAILS
20.12.C4.0		CONCRETE ANCHOR & PRE-CAST PANELS REINFORCEMENT PLAN, DETAILS & SECTIONS
20.12.C5.0	BP313	FISH HABITAT MITIGATION PLAN

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PURPOSES ONLY



NO.	DATE	REVISION	DESCRIPTION	DRAWN	CHECKED	STAMPED
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SUBMITTED				DESIGNED	DRAWN	
J. HENRY				JCH	JCH	
APPROVED				12/1/2021	STAMPED	
				DATE	TDN	
N. MANNING				DRAWING NO. 20.12.G.1.0		



DETAIL - BURIED WINCH BLOCK
NOT TO SCALE

- REFERENCE DRAWINGS:
- 20.12.C2.0 DEBRIS REMOVAL RAMP PROFILES & SECTION VIEWS
 - 20.12.C2.1 DEBRIS REMOVAL RAMP & SPILLWAY STOP-LOG STORAGE PAD ELEVATION & SECTION VIEWS
 - 20.12.C3.0 DEBRIS REMOVAL RAMP GRADING & T.E.S.C. PLAN

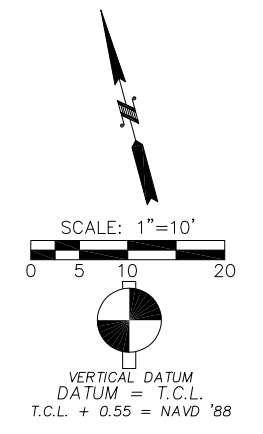
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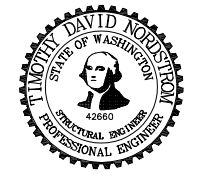
NO./VOL. PRECAST BLOCKS:	79 BLOCKS = 91 C.Y.
(2.5'x2.5'x5', TYP.)	
VOL. OF PRECAST CONC RAMP:	87 PANELS = 97 C.Y.
VOL. OF C.I.P. ANCHOR:	18 C.Y.
VOL. GRAVEL BASE (3" CSBC):	30 C.Y.
VOL. GRAVELED RAMP (6" CSBC):	60 C.Y.

DATA BELOW OHWM:

AREA:	3,250 S.F. (361 S.Y.)
CUT VOLUME:	~103 C.Y.
FILL VOLUME:	~260 C.Y.
VOL. OF PRECAST BLOCKS:	~89 C.Y.
VOL. OF PRECAST CONC RAMP:	~97 C.Y.
VOL. GRAVEL BASE (3" CSBC):	~30 C.Y.

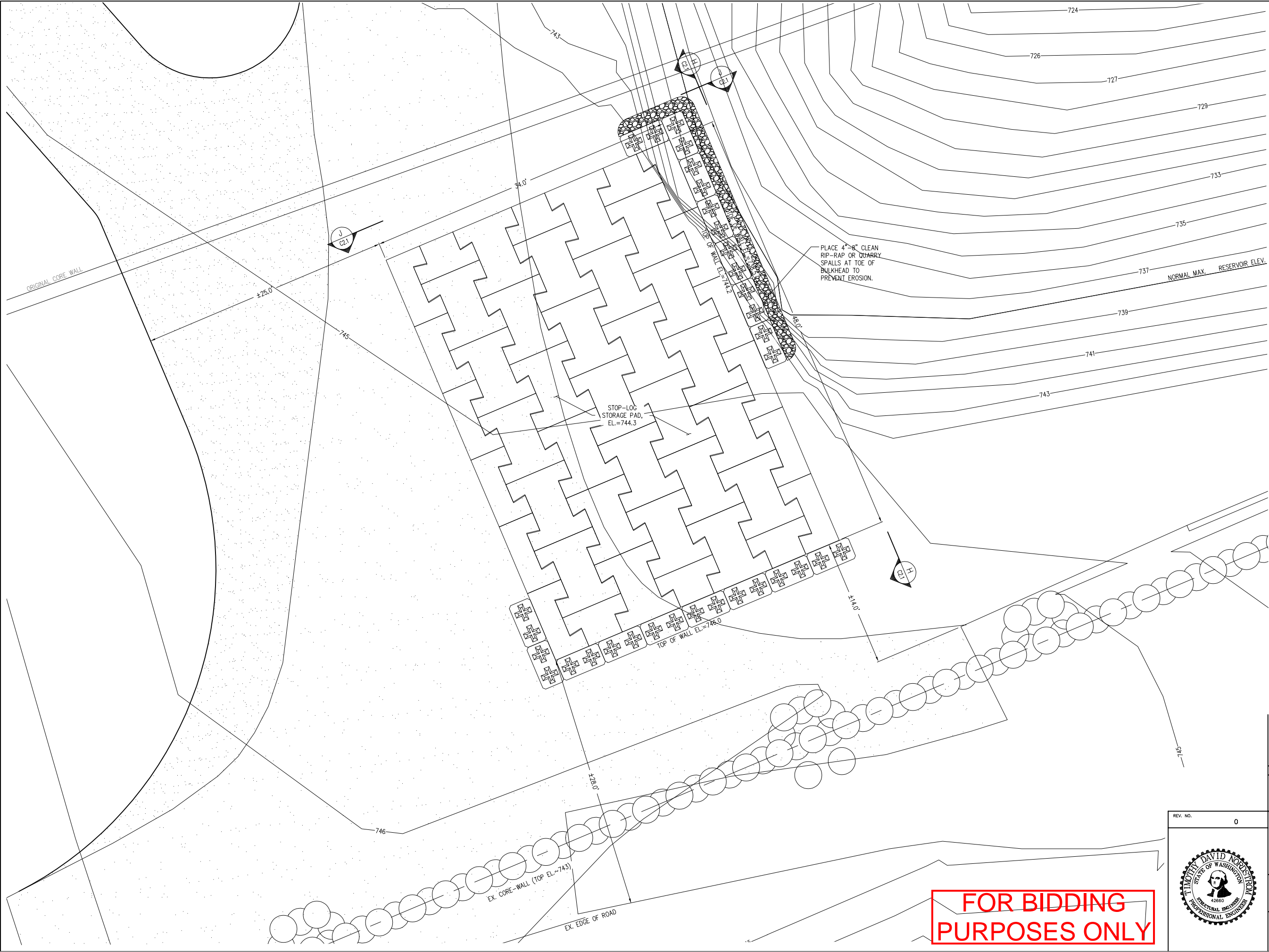


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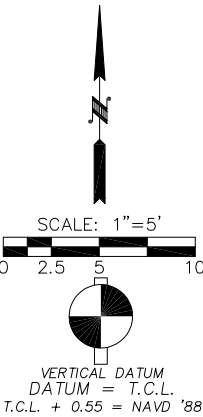
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APPROVED N. MANNING		DRAWING NO. 20.12.C1.0

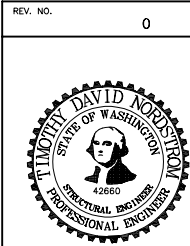


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ELEVATION & SECTION VIEWS
20.12.C3.0 DEBRIS REMOVAL RAMP
GRADING & T.E.S.C. PLAN

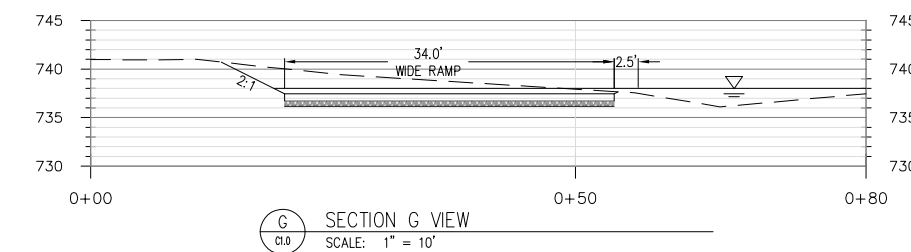
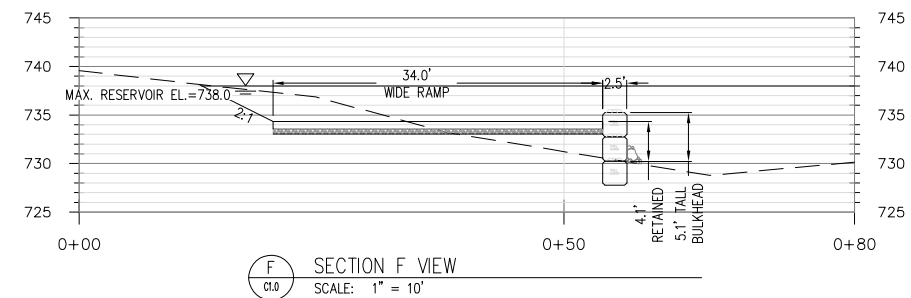
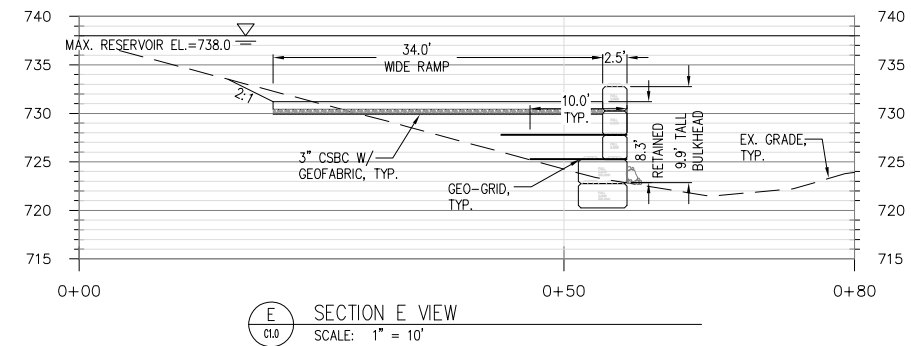
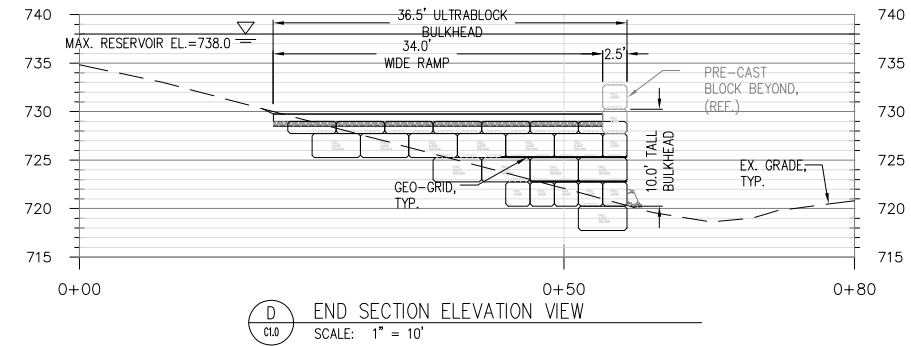
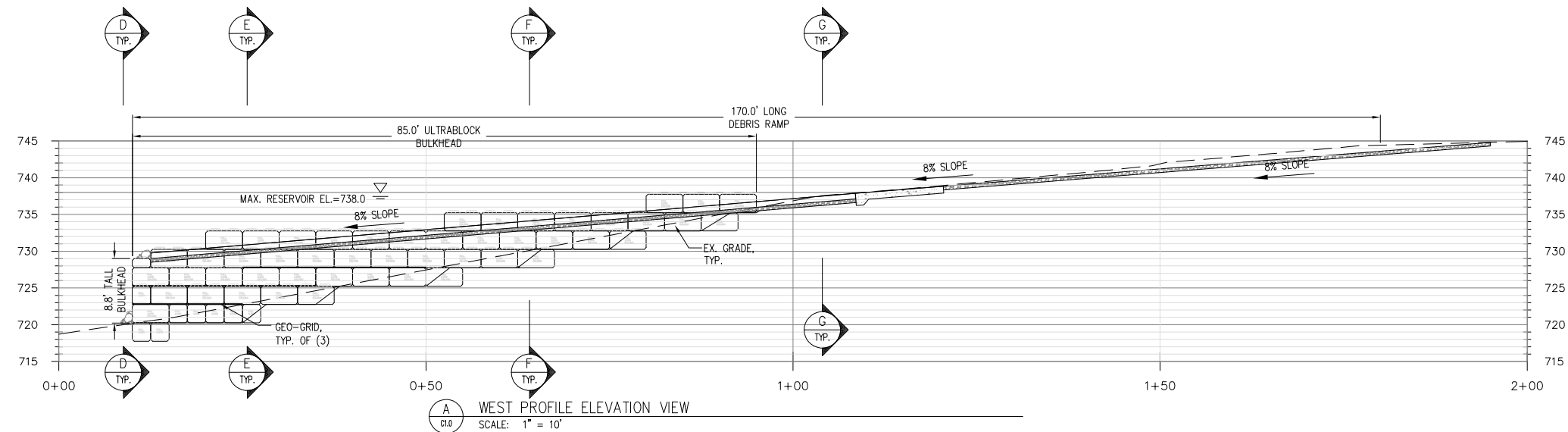
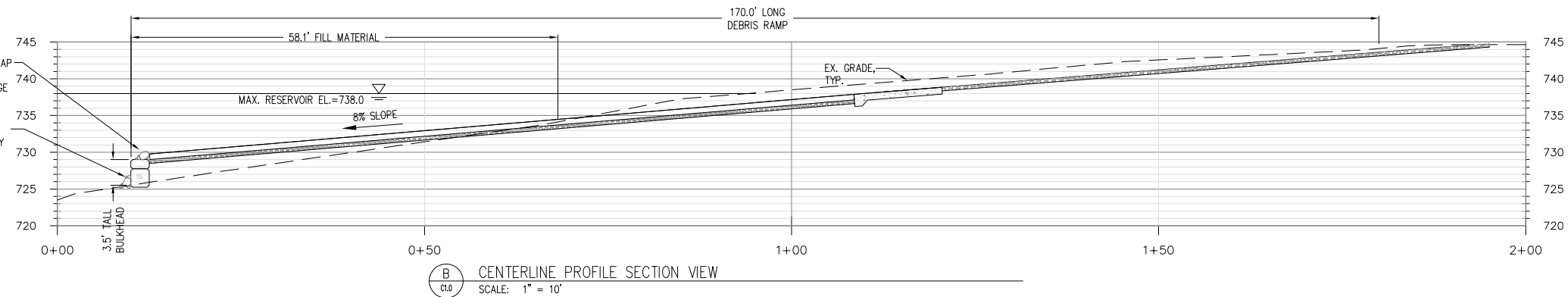
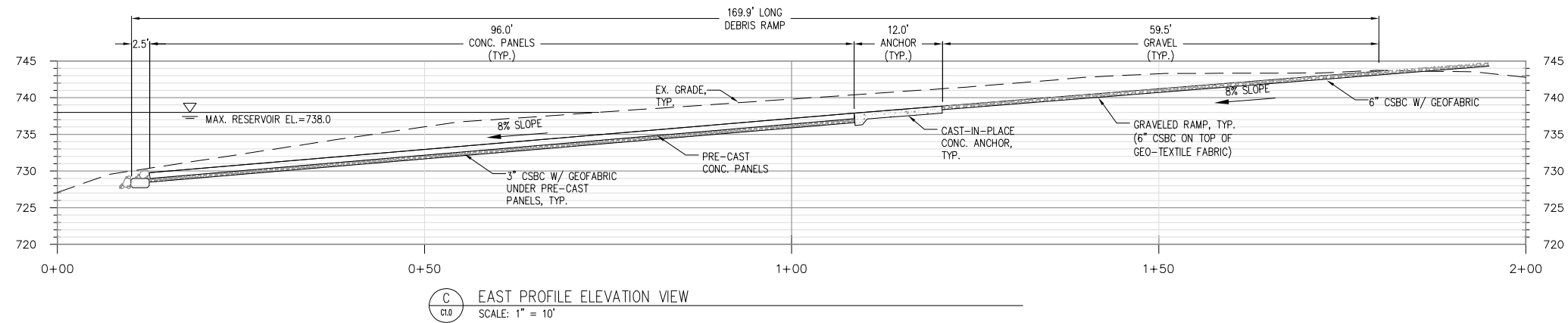
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PROPOSED FILL VOLUME: 7 C.Y.
NO./VOL PRECAST BLOCKS: 26 BLOCKS = 30 C.Y.
(2.5'x2.5'x5')
VOL. OF PRECAST CONC RAMP: 45 PANELS = 47 C.Y.
VOL. GRAVEL BASE (3" CSBC): 16 C.Y.



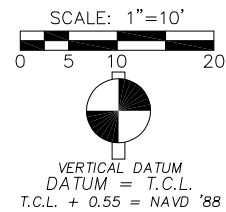
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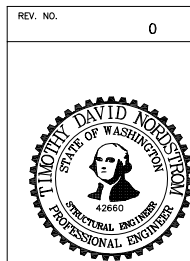
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REVIEWED		DESIGNED	DRAWN		
J. HENRY		JCH	JCH		
APPROVED		DATE	STAMPED		
N. MANNING		12/1/2021	TDN		
		DRAWING NO.	20.12.C1.1		



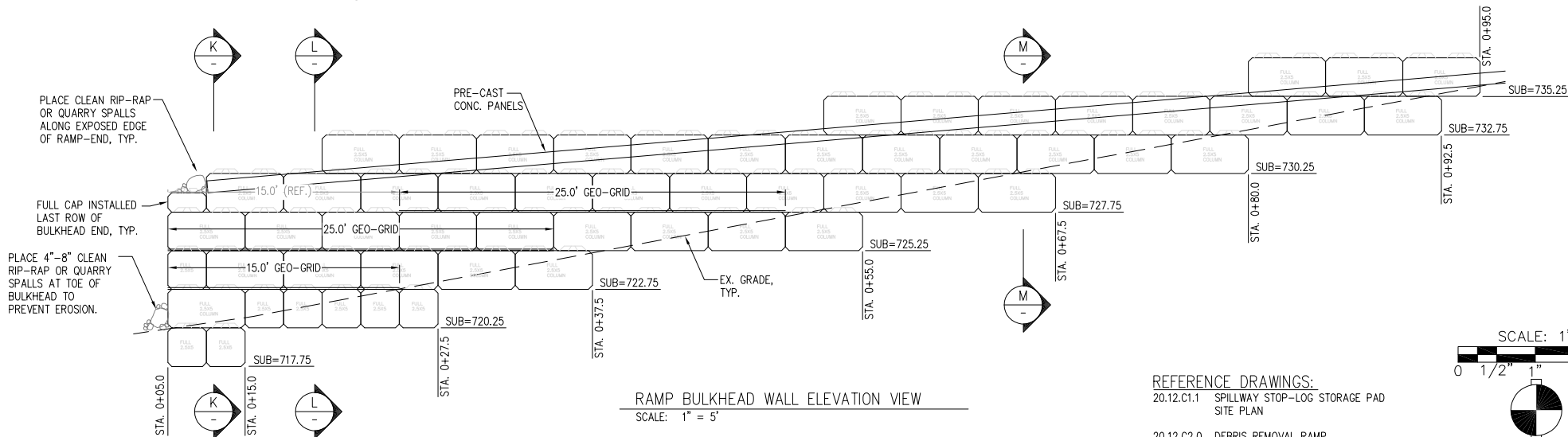
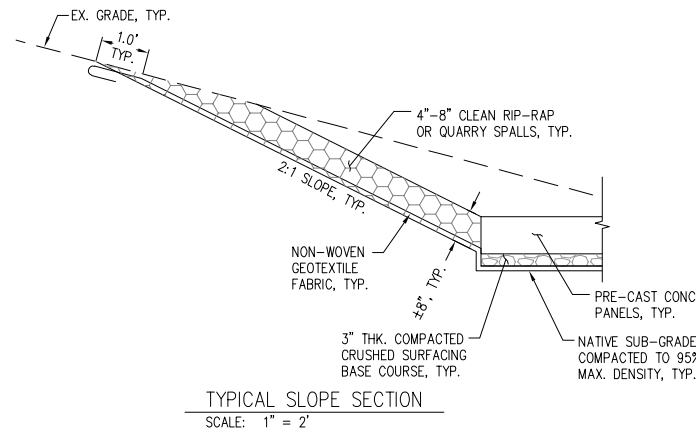
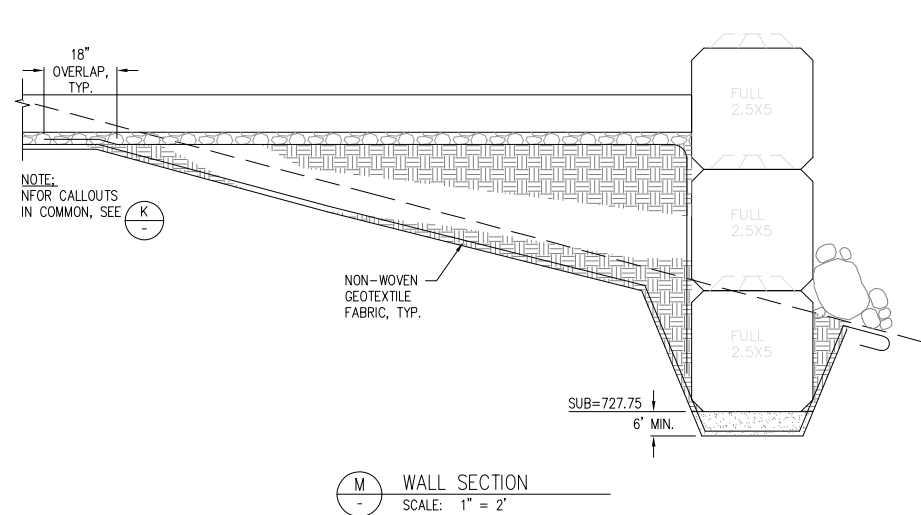
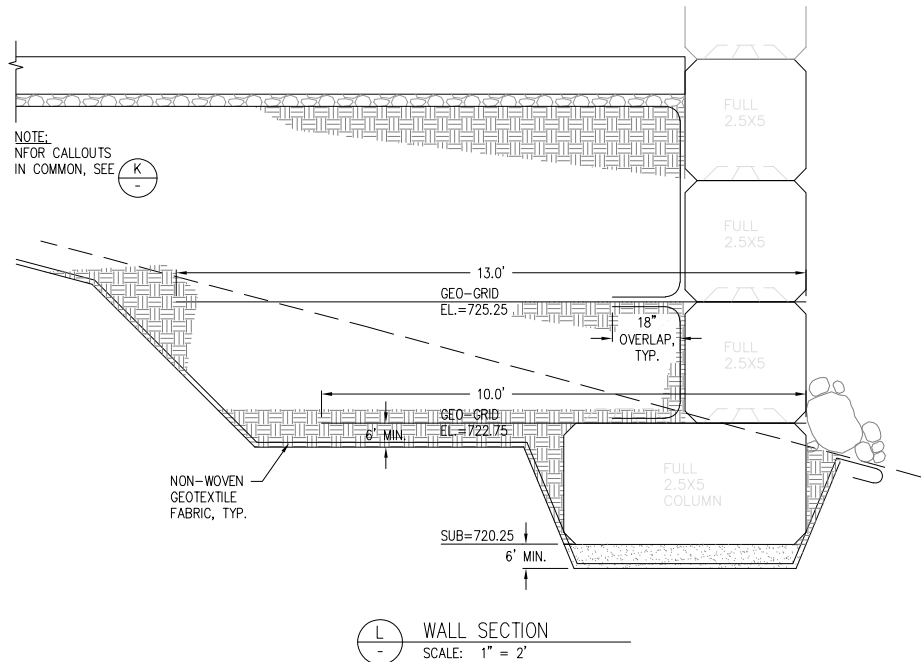
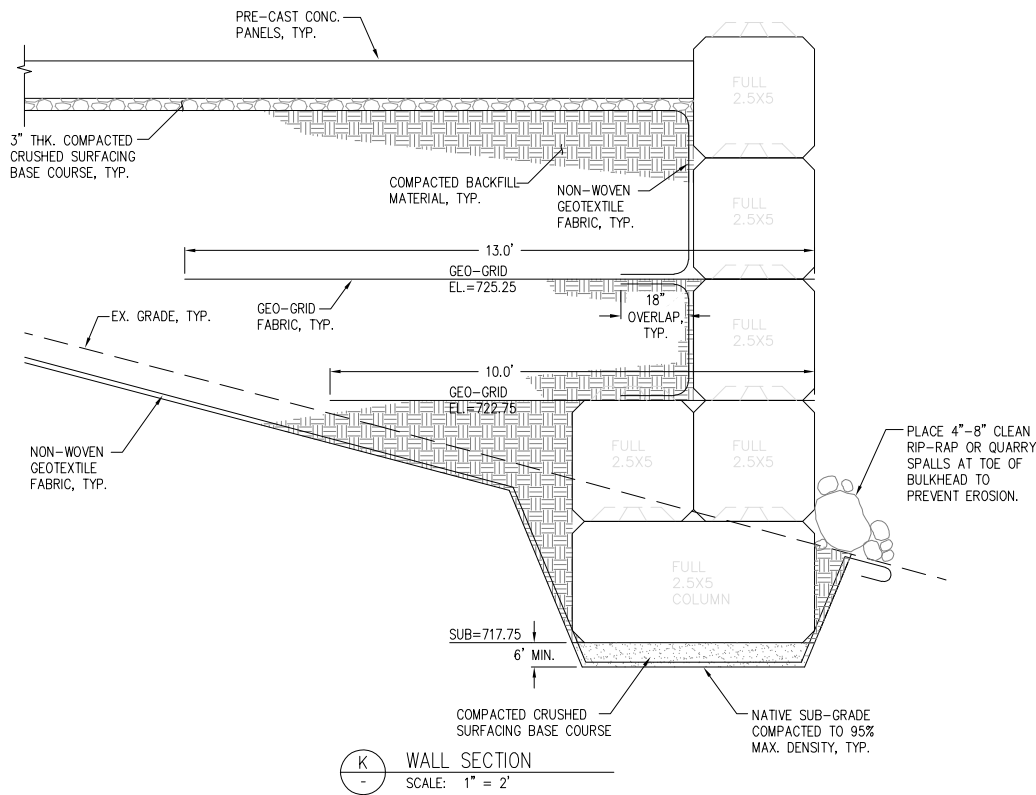
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 - 20.12.C3.0 DEBRIS REMOVAL RAMP GRADING & T.E.S.C. PLAN



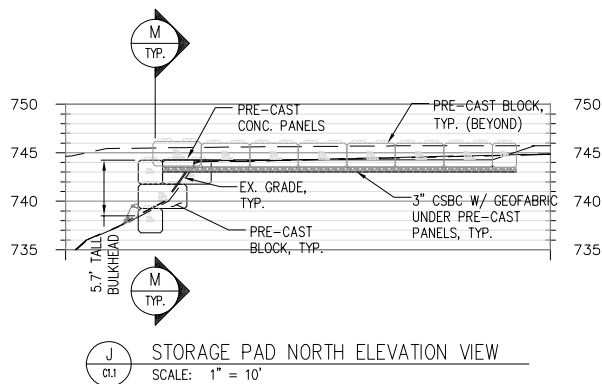
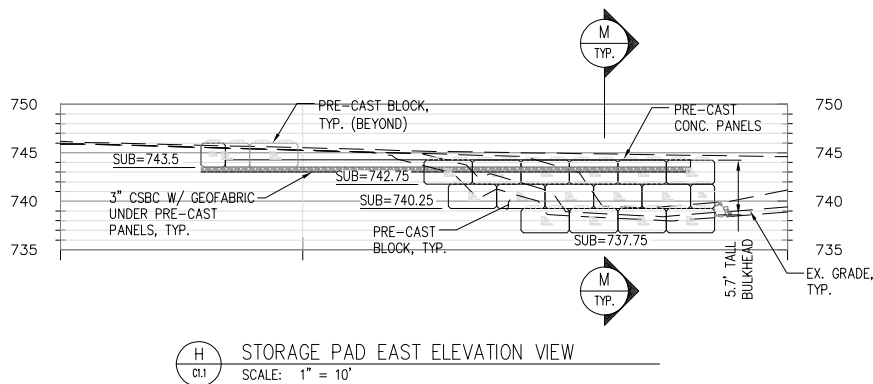
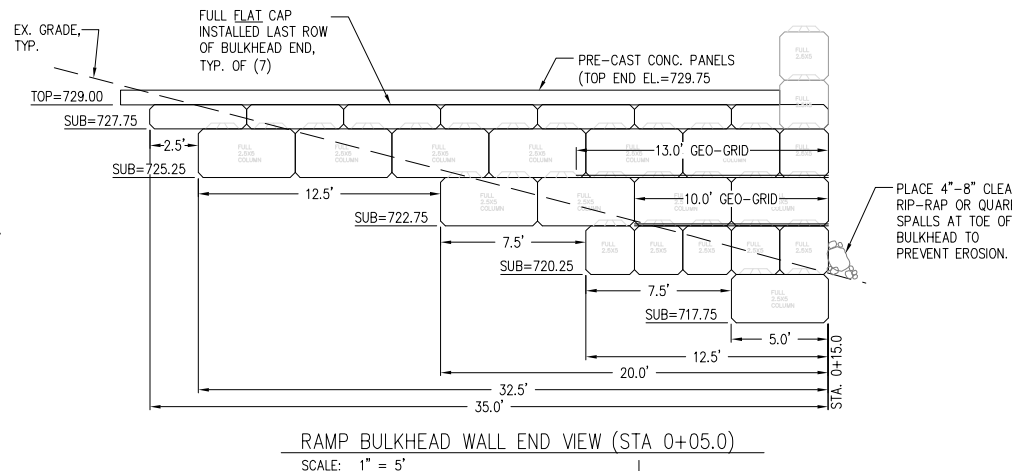
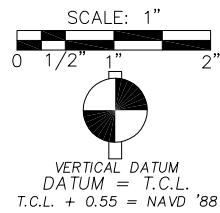
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NO.	DATE	REVISION DESCRIPTION		DRAWN	CHECKED STAMPED
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CUSHMAN NO. 1 SPILLWAY DEBRIS REMOVAL RAMP PROFILE & SECTION VIEWS					
REVIEWED J. HENRY			DESIGNED JCH	DRAWN JCH	
			12/1/2021 DATE	STAMPED TDN	
APPROVED N. MANNING			DRAWING NO. 20.12.C2.0		

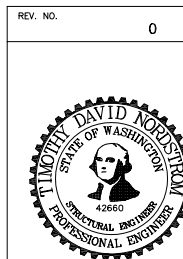


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20.12.C3.0 DEBRIS REMOVAL RAMP GRADING & T.E.S.C. PLAN

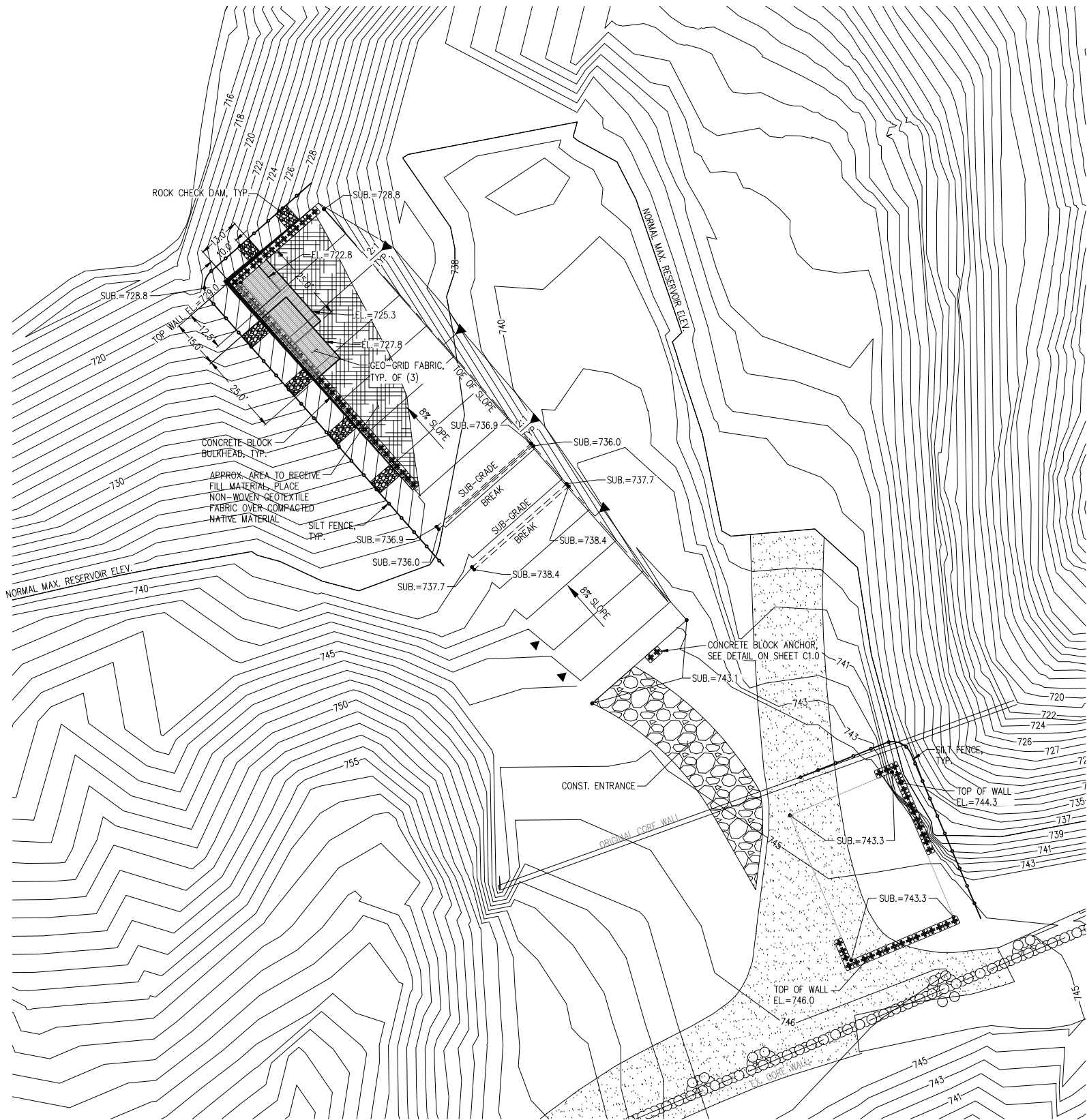


- NOTES:
- EXCAVATE AS NECESSARY TO FIRM UNDISTURBED MATERIAL AND COMPACT TO AT LEAST 95% OF ITS MAXIMUM DENSITY (STANDARD PROCTOR ASTM D698).
 - INSTALL EMBANKMENT PROTECTION FABRIC (NON-WOVEN GEOTEXTILE FABRIC) ON FOUNDATION SOILS TO SEPARATE INFILL MATERIALS FROM RETAINED SOILS.
 - PLACE 6" THICK LAYER (AFTER COMPACTION) OF 1/4" MINUS SURFACING BELOW 1ST ROW OF BLOCKS. TOP OF BLOCK WALL SHALL BE LEVEL AND FACE SHALL BE VERTICAL.
 - CONCRETE BLOCKS SHALL BE 2'-6"x2'-6"x5'-0" LONG. THE INTERIOR SIDE OF EACH BLOCK FACING TOWARDS SUBSTATION YARD SHALL BE STANDARD GRADE WITHOUT ANY BLEMISHES.
 - BLOCKS SHALL BE PLACED WITH VERTICAL JOINTS STAGGERED. EACH BLOCK SHALL BE KEYED TO THE BLOCK BELOW IT.
 - BACKFILL MATERIAL SHALL NOT BE PLACED UNTIL AFTER THE REMOVAL OF ALL DELETERIOUS MATERIAL SUBJECT TO ROT OR CORROSION.
 - BACKFILL MATERIAL TO BE PLACED AND COMPACTED TO 95% MAXIMUM DENSITY (STANDARD PROCTOR ASTM D698) IN UNIFORM 8-INCH LIFTS. ONLY HAND-OPERATED COMPACTION EQUIPMENT SHALL BE ALLOWED WITHIN 3'-FT. BEHIND WALL.
 - BACKFILL MATERIAL TO BE PLACED AND COMPACTED PRIOR TO PLACING AND STAKING GEO-GRID FABRIC. TRACKED CONSTRUCTION EQUIPMENT SHALL NOT BE OPERATED DIRECTLY ON THE GEO-GRID FABRIC. A MINIMUM FILL THICKNESS OF 6-IN. IS REQUIRED PRIOR TO OPERATION OF TRACKED VEHICLES OVER GEO-GRID. RUBBER-TIRED EQUIPMENT MAY PASS OVER THE GEO-GRID REINFORCEMENT AT SLOW SPEEDS (LESS THAN 10 MPH). SUDDEN BRAKING AND SHARP TURNS SHALL BE AVOIDED.

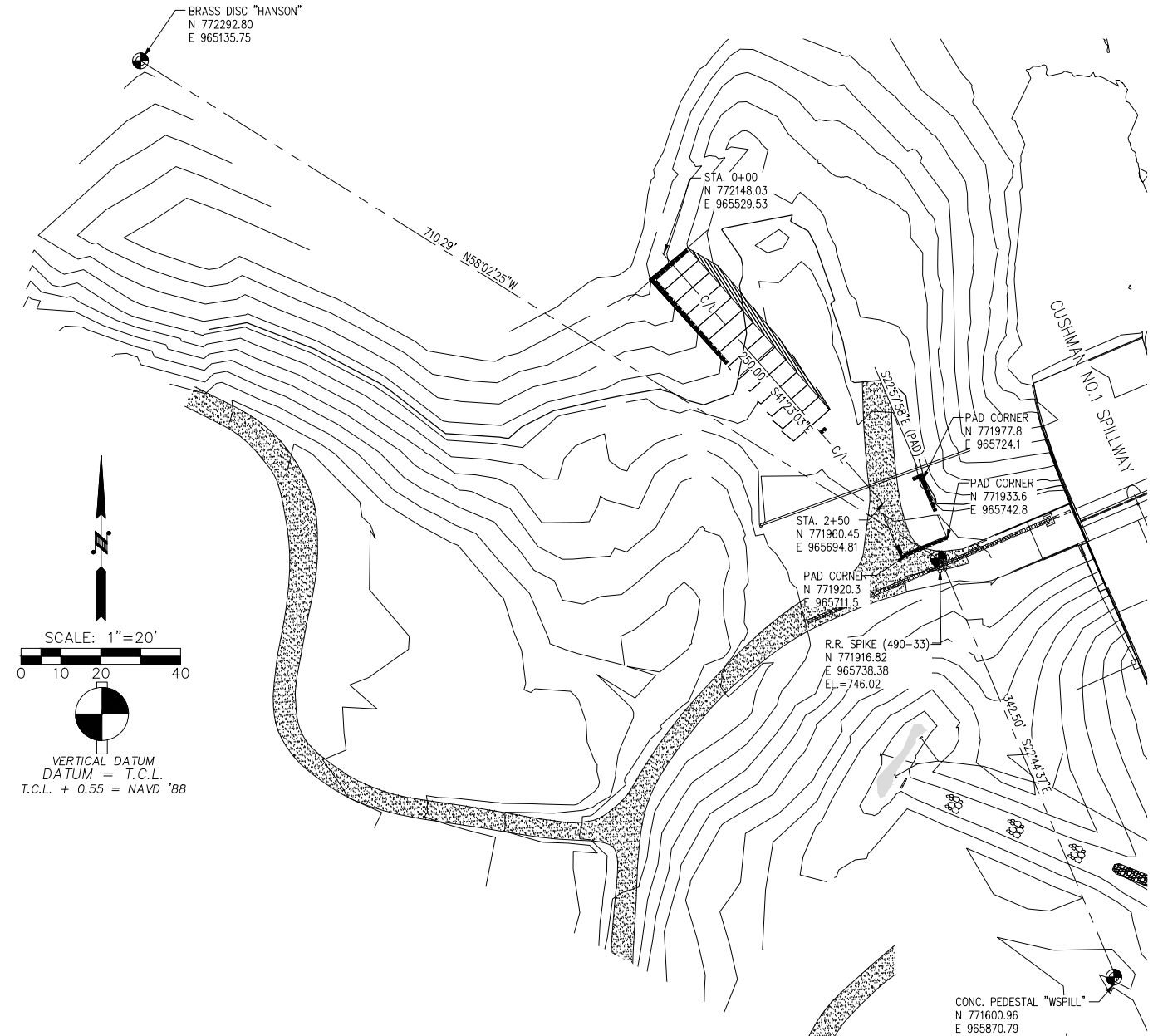
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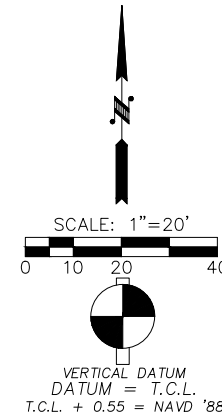
NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECKED	STAMPED
CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES LIGHT DIVISION					
CUSHMAN NO. 1 SPILLWAY DEBRIS REMOVAL RAMP & SPILLWAY STOP-LOG STORAGE PAD ELEVATION & SECTION VIEWS					
REVIEWED J. HENRY			DESIGNED JCH	DRAWN JCH	STAMPED TDN
APPROVED N. MANNING			DATE 12/1/2021	DRAWING NO. 20.12.C2.1	



T.E.S.C. & GRADING PLAN
SCALE: 1" = 20'

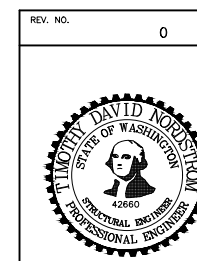


SURVEY CONTROL PLAN
SCALE: 1" = 60'



FOR BIDDING
PURPOSES ONLY

- REFERENCE DRAWINGS:
- 20.12.C1.0 DEBRIS REMOVAL RAMP SITE PLAN
 - 20.12.C1.1 SPILLWAY STOP-LOG STORAGE PAD SITE PLAN
 - 20.12.C2.0 DEBRIS REMOVAL RAMP PROFILES & SECTION VIEWS
 - 20.12.C3.1 DEBRIS REMOVAL RAMP STANDARD NOTES
 - 20.12.C3.2 DEBRIS REMOVAL RAMP STANDARD DETAILS



NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECKED	STAMPED
CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES LIGHT DIVISION					
CUSHMAN NO. 1 SPILLWAY DEBRIS REMOVAL RAMP GRADING & T.E.S.C. PLAN					
REVIEWED			DESIGNED	DRAWN	
J. HENRY			JCH	JCH	
APPROVED			DATE	TDN	
N. MANNING			12/1/2021		
			DRAWING NO.	20.12.C3.0	

STANDARD EROSION CONTROL NOTES:

GENERAL NOTES:

1. ON-SITE EROSION CONTROL MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY PROBLEMS OCCURRING BEFORE FINAL ACCEPTANCE OF THE STORM SYSTEM BY TACOMA POWER SHALL BE CORRECTED BY THE CONTRACTOR.
2. IN CASE EROSION OR SEDIMENTATION OCCURS TO ADJACENT PROPERTY, ALL CONSTRUCTION WORK WITHIN THE DEVELOPMENT THAT WILL AGGRAVATE THE SITUATION MUST CEASE AND THE CONTRACTOR SHALL IMMEDIATELY COMMENCE RESTORATION OR MITIGATION MEASURES. RESTORATION ACTIVITY SHALL CONTINUE UNTIL SUCH TIME AS THE PROBLEM IS RECTIFIED.
3. ALL EROSION AND SEDIMENTATION CONTROL DEVICES SHOWN ON THE DRAWING SHALL BE INSTALLED PRIOR TO OR AS THE FIRST STAGE OF SITE OF SITE PREPARATION.
4. SHOULD THE TEMPORARY EROSION CONTROL AND SEDIMENTATION CONTROL MEASURES AS SHOWN ON THIS DRAWING NOT PROVE ADEQUATE TO CONTROL EROSION AND SEDIMENTATION, THE APPLICANT/CONTRACTOR SHALL INSTALL ADDITIONAL FACILITIES AS NECESSARY TO PROTECT ADJACENT PROPERTIES, SENSITIVE AREAS, NATURAL WATER COURSES, AND/OR STORM DRAINAGE SYSTEMS.
5. IN ANY AREA WHICH HAS BEEN STRIPPED OF VEGETATION OR EXPERIENCED LAND DISTURBING ACTIVITIES AND WHERE NO FURTHER WORK IS ANTICIPATED FOR A PERIOD EXCEEDING THE LISTED CRITERIA, ALL DISTURBED AREAS MUST BE IMMEDIATELY STABILIZED WITH MULCHING, GRASS PLANTING, OR OTHER APPROVED EROSION CONTROL TREATMENT APPLICABLE TO THE TIME OF YEAR IN QUESTION. GRASS SEEDING ALONE WILL BE ACCEPTABLE ONLY THROUGH THE MONTHS OF APRIL THROUGH SEPTEMBER, INCLUSIVE. SEEDING MAY PROCEED, HOWEVER, WHENEVER IT IS IN THE INTEREST OF THE APPLICANT/CONTRACTOR, BUT MUST BR AUGMENTED WITH MULCHING, NETING, OR OTHER TREATMENT.
6. TACOMA POWER WILL LOCATE THE CLEARING LIMITS AND ESTABLISHING THOSE BOUNDARIES WITH BRIGHT COLORED FLAGGING. THE CONTRACTOR SHALL CLEAR TO THE LIMITS AS ESTABLISHED ON THIS PLAN AND AS FLAGGED IN THE FIELD. TREES TO REMAIN STANDING WILL BE FLAGGED BY TACOMA POWER.
7. TACOMA POWER SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF ALL CLEARING AND GRADING WORK AND EROSION AND SEDIMENTATION CONTROL FACILITIES. THE CONTRACTOR SHALL NOTIFY TACOMA POWER FORTY-EIGHT HOURS IN ADVANCE OF EACH REQUIRED EROSION AND SEDIMENT CONTROL INSPECTION.

- INSPECTION NO. 1 –

INSPECTION NO. 2 –

INSPECTION NO. 3 –

INSPECTION NO. 4 –

INSPECTION NO. 5 –
- INSTALLATION OF EROSION CONTROL FACILITIES PRIOR TO CLEARING

COMPLETION OF CLEARING

UPON COMPLETION OF EXCAVATION, FILLING, AND EARTHWORK

COMPLETION OF PROJECT

AS NEEDED TO DETERMINE COMPLIANCE WITH APPROVED PLANS AND/OR SPECIFICATIONS (DOES NOT REQUIRE ADVANCE NOTICE)

8. ALL WORK ASSOCIATED WITH STABILIZING THE DISTURBED AREAS SHALL BE IN ACCORDANCE WITH THE PIERCE COUNTY STORMWATER MANAGEMENT MANUAL.
9. ALL NECESSARY FACILITIES SHALL BE MAINTAINED ON SITE TO PREVENT DEBRIS, DUST, AND MUD FROM ACCUMULATING ON THE PUBLIC RIGHT-OF-WAY, IF APPLICABLE.

SILT FENCES:

1. FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO THE LENGTH OF THE BARRIER TO AVOID USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6-INCH OVERLAP, AND SECURELY FASTENED AT BOTH ENDS TO POSTS.
2. POSTS SHALL BE SPACED A MAXIMUM OF 6-FEET APART AND DRIVEN SECURELY INTO THE GROUND (MINIMUM OF 30-INCHES).
3. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 8-INCH WIDE AND 12-INCH DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER. THIS TRENCH SHALL BE BACKFILLED WITH WASHED GRAVEL.
4. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY-DUTY WIRE STAPLES AT LEAST 1-INCH LONG, TIE WIRES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 4-INCHES AND SHALL NOT EXTEND MORE THAN 24-INCHES ABOVE THE GROUND SURFACE.
5. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 20 INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 24-INCHES ABOVE THE ORIGINAL GROUND SURFACE. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.
6. WHEN EXTRA-STRENGTH FILTER FABRIC AND CLOSER POST SPACING IS USED, THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED. IN SUCH A CASE, THE FILTER FABRIC IS STAPLED OR WIRED DIRECTLY TO THE POSTS WITH ALL OTHER PROVISIONS OF ABOVE NOTES APPLYING.
7. FILTER FABRIC FENCES SHALL NOT BE REMOVED BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.
8. FILTER FABRIC FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
9. SILT FENCES WILL BE INSTALLED PARALLEL TO ANY SLOPE CONTOURS.
10. CONTRIBUTING LENGTH TO FENCE WILL NOT BE GREATER THAN 100 FEET.
11. DO NOT INSTALL BELOW AN OUTLET PIPE OR WEIR.
12. INSTALL DOWNSLOPE OF EXPOSED AREAS.
13. DO NOT DRIVE OVER OR FILL OVER SILT FENCES.

STAIR-STEPPED CUT SLOPES:

1. GRADED AREAS WITH SLOPES GREATER THAN 3:1 BUT LESS THAN 2:1 SHALL BE ROUGHENED BEFORE SEEDING.
2. GRADED AREAS STEEPER THAN 2:1 SHALL BE STAIR-STEPPED WITH BENCHES.

EROSION CONTROL BLANKETS:

1. WHERE SOIL IS HIGHLY ERODIBLE, NET SHALL ONLY BE USED IN CONJUNCTION WITH ANY ORGANIC MULCH SUCH AS STRAW AND WOOD FIBER.
2. JUTE NET SHALL BE HEAVY, UNIFORM CLOTH WOVEN OF SINGLE JUTE YARN, WHICH IF 36 TO 48-INCHES WIDE SHALL WEIGH AN AVERAGE OF 1.2-LBS. PER LINEAR YARD. IT MUST BE SO APPLIED THAT IT IS IN COMPLETE CONTACT WITH THE SOIL.
3. NETTING SHALL BE SECURELY ANCHORED TO THE SOIL WITH NO. 11-GAUGE WIRE STAPLES AT LEAST 6-INCHES LONG.

CHECK DAMS:

1. THE MAXIMUM SPACING BETWEEN THE DAMS SHALL BE SUCH THAT THE TOE OF THE UPSTREAM DAM IS AT THE SAME ELEVATION AS THE TOP OF DOWNSTREAM DAM.
2. ROCK CHECK DAMS SHALL BE CONSTRUCTED OF 2 TO 4-INCH DIAMETER QUARRY SPALLS. THE QUARRY SPALLS MUST BE PLACED BY HAND OR MECHANICAL PLACEMENT (NO DUMPING OF SPALLS TO FORM DAM) TO ACHIEVE COMPLETE COVERAGE OF THE DITCH OR SWALE AND TO INSURE THAT THE CENTER OF THE DAM IS LOWER THAN THE EDGES.
3. LOG CHECK DAMS SHALL BE CONSTRUCTED OF 4 TO 6-INCH DIAMETER LOGS. THE LOGS SHALL BE EMBEDDED INTO THE SOIL AT LEAST 18-INCHES.
4. IN THE CASE OF GRASS-LINED DITCHES AND SWALES, CHECK DAMS SHALL BE REMOVED WHEN THE GRASS HAS

MATURED SUFFICIENTLY TO PROTECT THE DITCH OR SWALE. THE AREA BENEATH THE CHECK DAMS SHALL BE SEEDED AND MULCHED IMMEDIATELY AFTER DAM REMOVAL.

5. CHECK DAMS SHALL BE CHECKED FOR SEDIMENT ACCUMULATION AFTER EACH SIGNIFICANT RAINFALL. SEDIMENT SHALL BE REMOVED WHEN IT REACHES ONE HALF OF THE ORIGINAL DAM HEIGHT OR BEFORE.

SEEDING:

1. SEED MIXTURE SHALL BE BRIARGREEN'S BIOSWALE MIX.
2. SEED BEDS PLANTED BETWEEN MAY 1, AND OCTOBER 31, WILL REQUIRE IRRIGATION AND OTHER MAINTENANCE AS NECESSARY TO FOSTER AND PROTECT THE ROOT STRUCTURE.
3. FOR SEED BEDS PLANTED BETWEEN OCTOBER 31, AND APRIL 30, ARMORING OF THE SEED BED WILL BE NECESSARY. (E.G., GEOTEXTILES, EROSION CONTROL BLANKET, JUTE MAT, CLEAR PLASTIC COVERING).
4. BEFORE SEEDING, INSTALL NEEDED SURFACE CONTROL RUNOFF MEASURES SUCH AS GRADIENT TERRACES, INTERCEPTOR DIKES, SWALES, LEVEL SPREADERS AND SEDIMENT BASINS.
5. THE SEED BED SHALL BE FIRM WITH A FAIRLY FINE SURFACE, FOLLOWING SURFACE ROUGHENING. PERFORM ALL OPERATIONS ACROSS OR AT RIGHT ANGLES TO THE SLOPE.
6. FERTILIZERS ARE TO BE USED ACCORDING TO SUPPLIERS RECOMMENDATIONS. AMOUNTS USED SHOULD BE MINIMIZED, ESPECIALLY ADJACENT TO WATER BODIES AND WETLANDS.
7. DITCHES REQUIRING HYDROSEEDING SHALL BE COVERED WITH THE FOLLOWING MIX DESIGN (RATES PER ACRE):

- 2000-LBS.

250-LBS.

50-LBS.

50-LBS.
- LONG LENGTH WOOD FIBER MULCH

12-24-24 FERTILIZER

31-0-0 SLOW RELEASE FERTILIZER

BRIAR GREEN WETLANDS SEED MIX *
- 30-GALLONSERO-BOND

- * SEED MIX SHALL CONTAIN 80% TALL OR MEADOW FESCUE, 12-PERCENT SEASIDE COLONIAL BENTGRASS, AND 8-PERCENT REDTOP.

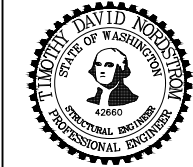
TOPSOIL STOCKPILES:

1. STOCKPILES SHALL BE STABILIZED (WITH PLASTIC COVERING OR OTHER APPROVED DEVICE) DAILY BETWEEN NOVEMBER 1, AND MARCH 31.
2. IN ANY SEASON, SEDIMENT LEACHING FROM STOCK PILES MUST BE PREVENTED.
3. TOPSOIL SHALL NOT BE PLACED WHILE IN A FROZEN OR MUDDY CONDITION, WHEN THE SUBGRADE IS EXCESSIVELY WET, OR WHEN CONDITIONS EXIST THAT MAY OTHERWISE BE DETRIMENTAL TO PROPER GRADING OR PROPOSED SODDING OR SEEDING.
4. PREVIOUSLY ESTABLISHED GRADES ON THE AREAS TO BE TOPSOILED SHALL BE MAINTAINED ACCORDING TO THE APPROVED PLAN.

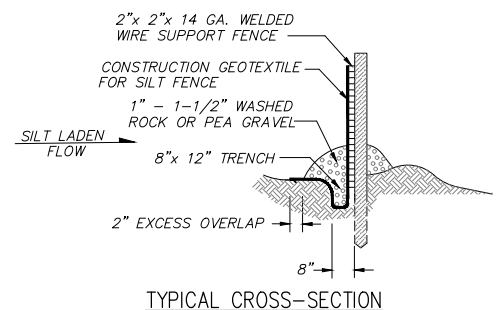
STANDARD STORMWATER NOTES:

1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH COUNTY STANDARDS AND THE MOST CURRENT COPY OF STATE OF WASHINGTON STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION (WSDOT/APWA) AND AS AMENDED BY THE COUNTY OR THE STATE.
2. TEMPORARY EROSION/WATER POLLUTION PREVENTION MEASURES SHALL BE REQUIRED IN ACCORDANCE WITH SECTION 1-07.15, AS MODIFIED BY THE APWA SUPPLEMENT, OF THE CURRENT STATE OF WASHINGTON STANDARD SPECIFICATIONS AND THE PIERCE COUNTY STORMWATER MANAGEMENT MANUAL.
3. SHOULD THE TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES AS SHOWN ON APPROVED PLANS NOT PROVE ADEQUATE TO CONTROL EROSION AND SEDIMENTATION, THE APPLICANT/CONTRACTOR SHALL INSTALL ADDITIONAL FACILITIES AS NECESSARY TO PROTECT ADJACENT PROPERTIES, SENSITIVE AREAS, NATURAL WATER COURSES, AND/OR STORM DRAINAGE SYSTEMS.
4. CALL THE UNDERGROUND LOCATE LINE 1-800-424-5555 A MINIMUM OF 48-HOURS PRIOR TO ANY EXCAVATIONS.
5. THE STORM DRAINAGE SYSTEM SHALL BE CONSTRUCTED ACCORDING TO APPROVED PLANS. ANY SIGNIFICANT DEVIATION FROM THE APPROVED PLANS WILL REQUIRE WRITTEN APPROVAL FROM TACOMA POWER.
6. A COPY OF THE APPROVED STORMWATER PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
7. ALL EROSION CONTROL AND STORMWATER FACILITIES SHALL BE REGULARLY INSPECTED AND MAINTAINED BY THE CONTRACTOR DURING CONSTRUCTION.
8. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN STREET USE AND OTHER RELATED OR REQUIRED PERMITS PRIOR TO ANY CONSTRUCTION ACTIVITY IN THE MUNICIPALITY'S RIGHT-OF-WAY. IT SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL ABIDE BY ALL REQUIREMENTS FOR TRAFFIC CONTROL AND SAFETY WHEN WORKING IN THE ROAD RIGHT-OF-WAY.
9. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER IN THE EVENT OR DISCOVERY OF POOR SOILS, OR STANDING GROUND WATER.
10. FOR PUBLIC SYSTEMS, THE CONTRACTOR SHALL CALL FOR INSPECTION 48-HOURS PRIOR TO COVERING ANY DRAINAGE STRUCTURE.
11. ALL DRAINAGE STRUCTURES, SUCH AS CATCH BASINS AND MANHOLES, NOT LOCATED WITHIN A TRAVELED ROADWAY OR SIDEWALK, SHALL HAVE SOLID LOCKING LIDS. ALL DRAINAGE STRUCTURES ASSOCIATED WITH A PERMANENT RETENTION/DETENTION FACILITY SHALL HAVE SOLID LOCKING LIDS.

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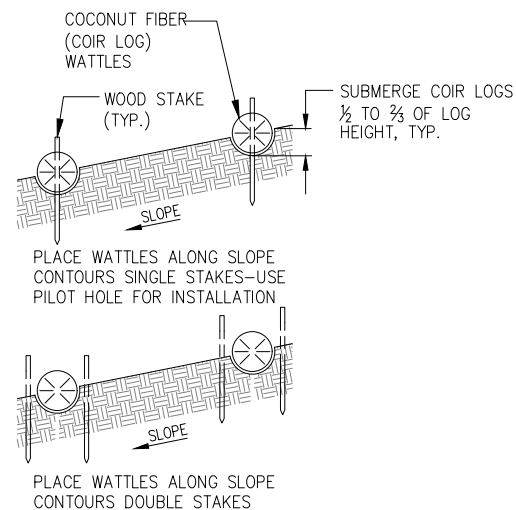


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CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES LIGHT DIVISION					
CUSHMAN NO. 1 SPILLWAY DEBRIS REMOVAL RAMP STANDARD NOTES					
SUBMITTED		DESIGNED JCH	DRAWN JCH		
		12/1/2021 DATE	TDN STAMPED		
APPROVED		DRAWING NO. 20.12.C3.1			

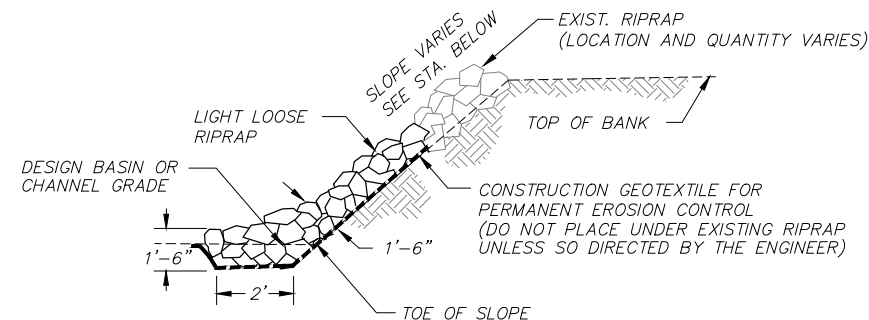


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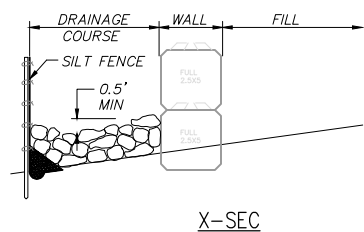
1. PLACE WASHED ROCK OR PEA GRAVEL ON BOTH SIDES OF FENCE TO CREATE A BEVEL SHAPE.
2. CONSTRUCTION GEOTEXTILE FOR SILT FENCE SHALL COVER BOTTOM OF 8"X 12" TRENCH AND EXTEND BEYOND THE LIMITS OF THE GRAVEL TO MAINTAIN AN EXCESS OVERLAP OF 2" MINIMUM.



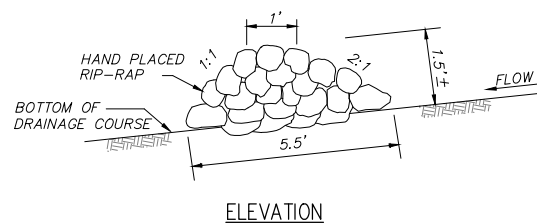
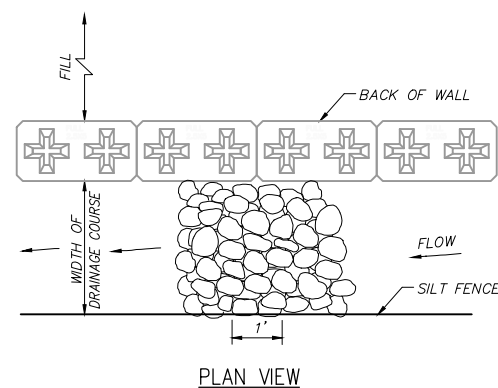
ELEVATION



4 RIPRAP SLOPE PROTECTION DETAIL
- NOT TO SCALE



X-SEC

ELEVATION

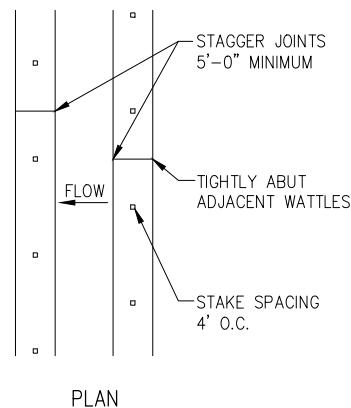
PLAN VIEW

2 CHECK DAM DETAIL
- BMP E 2.60

% SLOPE	SLOPE	MAX SPACING ON SLOPE
<10%	<10:1	240'
10-15%	10:1 to 7.5:1	120'
15-20%	7.5:1 to 5:1	80'
20-30%	5:1 to 3.5:1	40'
30-50%	3.5:1 to 2:1	20'

NOTES:

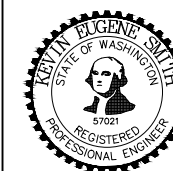
1. STAKING SPECIFICATIONS:
 - A. 1"x2" WOODEN STAKES.
 - B. ADDITIONAL STAKES MAY BE INSTALLED ON DOWNHILL SIDE OF WATTLES ON STEEP SLOPES OR HIGHLY EROSIIVE SOILS.
2. SPACING IN ACCORDANCE WITH TABLE.



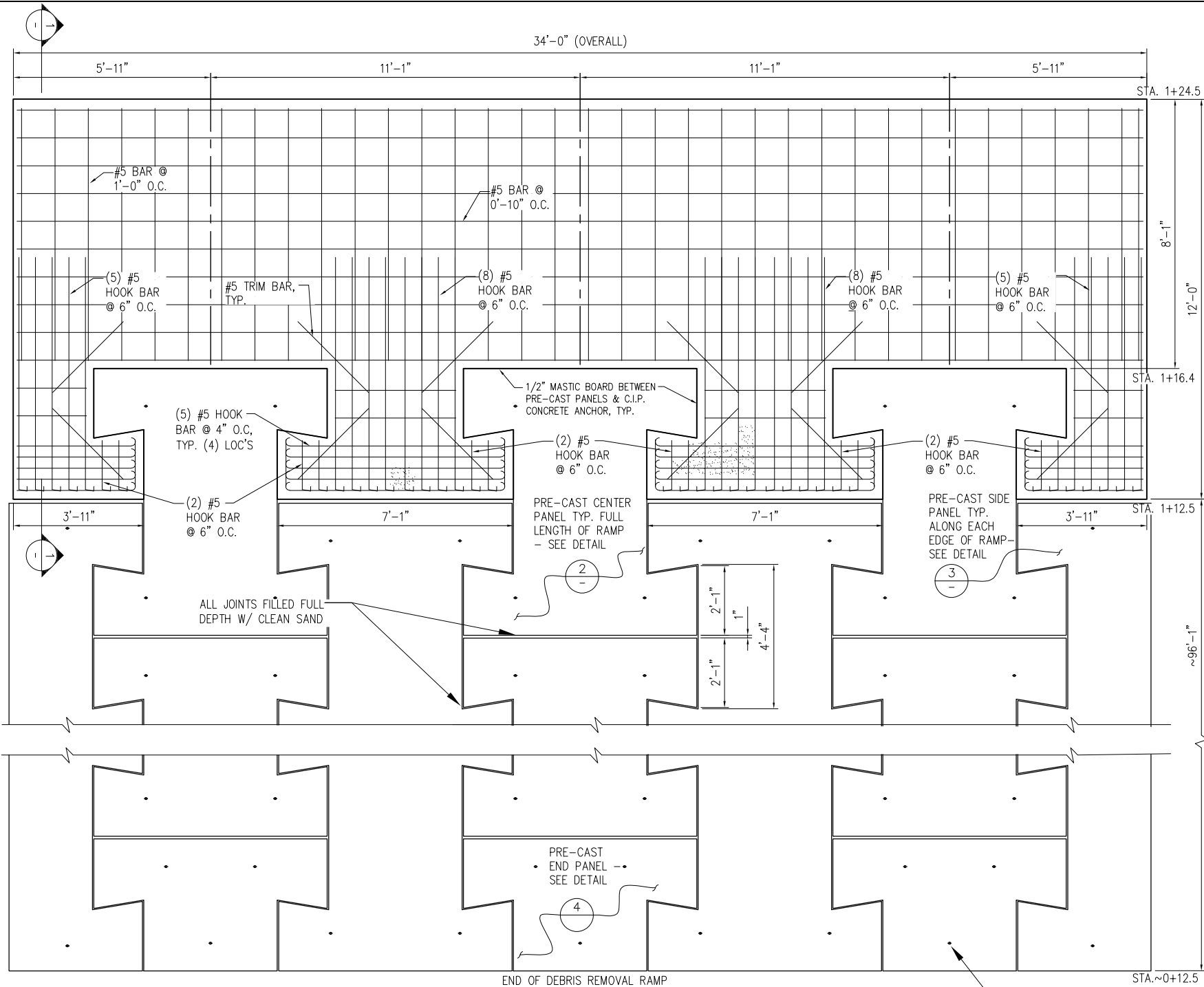
PLAN

3 STRAW WATTLES DETAIL
- NOT TO SCALE

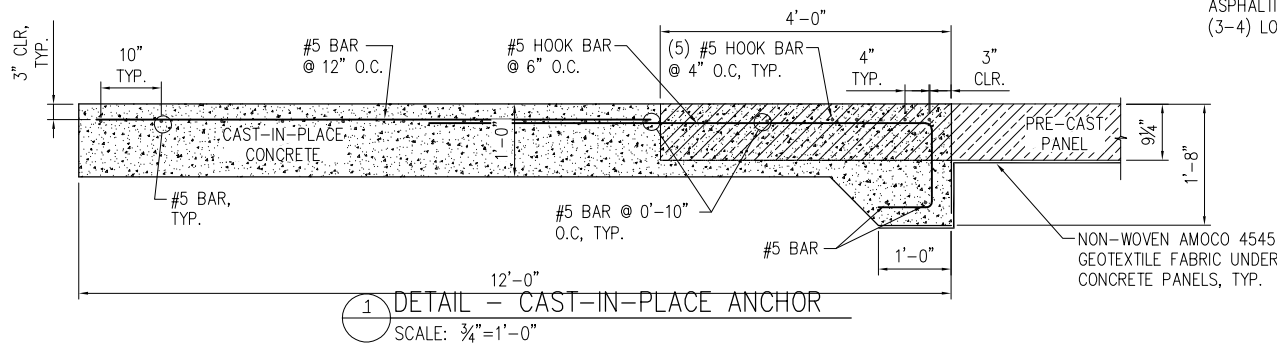
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<p align="center">CUSHMAN NO. 1 SPILLWAY DEBRIS REMOVAL RAMP STANDARD DETAILS</p>									
SUBMITTED 						DESIGNED	DRAWN		
						12/1/2021	JCH		
APPROVED 						DATE	STAMPED		
							TDN		
						DRAWING NO. 20.12.C3.2			

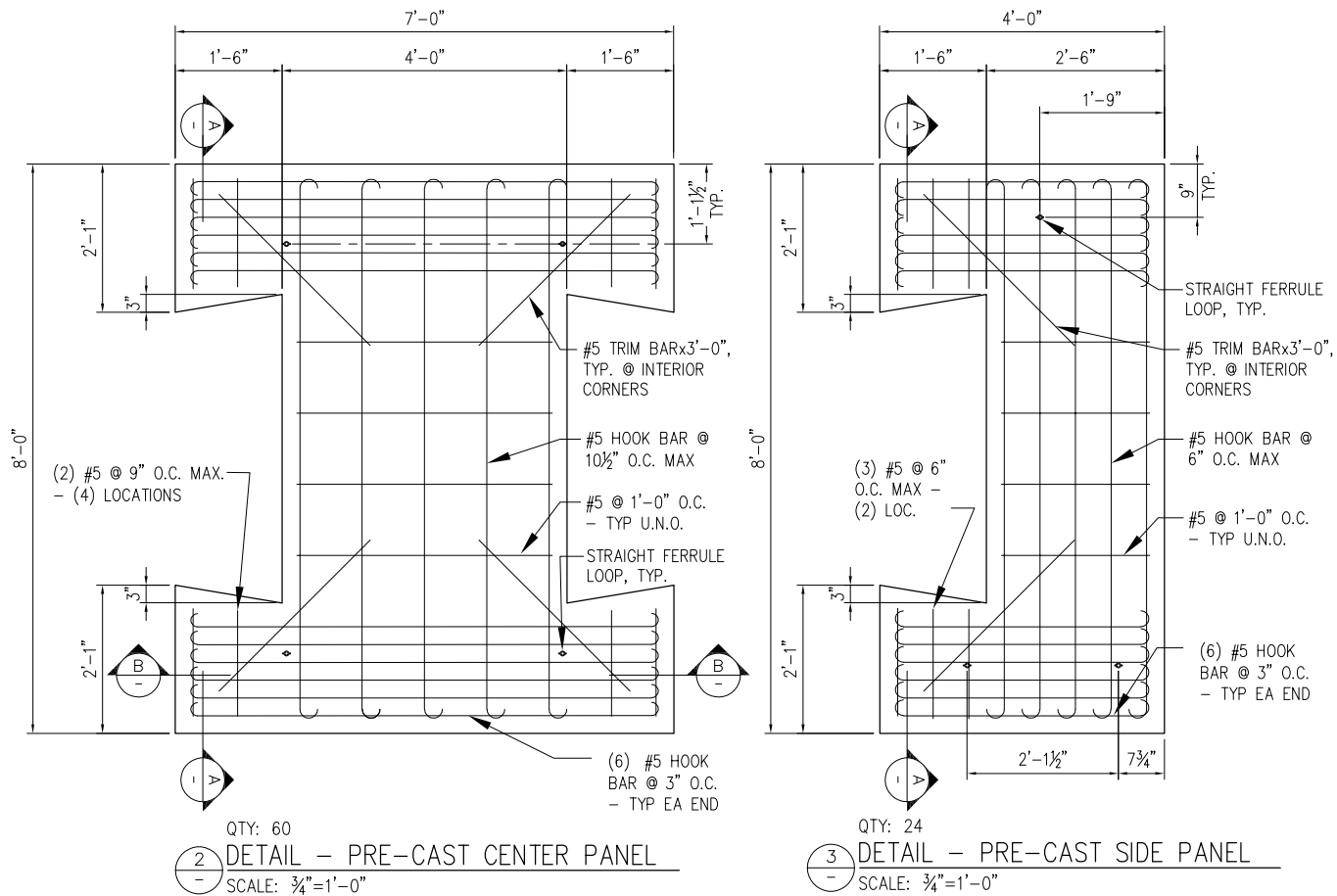


PLAN - CAST-IN-PLACE CONC. ANCHOR & PRE-CAST PANEL, TYP.
SCALE: $\frac{1}{2}$ "=1'-0"



SECTION A
SCALE: $\frac{3}{4}$ "=1'-0"

SECTION B
SCALE: $\frac{3}{4}$ "=1'-0"



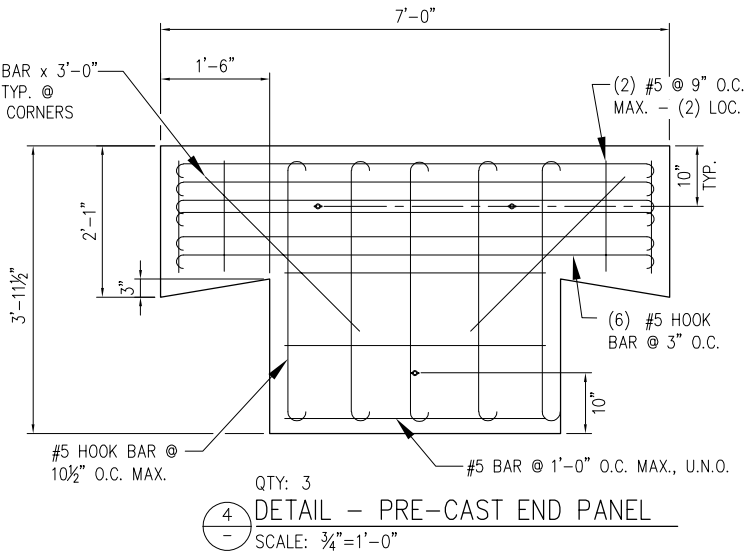
GENERAL NOTES:

- ALL CONCRETE SHALL HAVE A MIN 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI W/ SLUMP = 4" \pm 1".
- TACOMA POWER WILL PROVIDE STEEL FORM FOR PRE-CAST UNITS.
- ALL REINFORCING BARS SHALL BE DEFORMED BILLET BARS CONFORMING TO ASTM A-615, GRADE 60 AND FREE FROM DIRT AND SCALE AT TIME OF PLACEMENT.
- AN AIR ENTRAINMENT AGENT CONFORMING TO ASTM C260 SHALL BE ADDED TO ALL CONCRETE. THE AMOUNT OF ENTRAINED AIR SHALL BE 6% \pm 1% BY VOLUME.
- ALL DETAILING, FABRICATION, AND PLACING OF REINFORCING BARS SHALL BE IN ACCORDANCE W/ THE "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES" ACI-315, LATEST EDITION AND W/ THE "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE" ACI 318 LATEST EDITION.
- ALL REBAR SHALL HAVE A MINIMUM CLEAR OF 3" AWAY FROM CONCRETE FACES UNLESS OTHERWISE NOTED
- CALCIUM CHLORIDE (CaCl) OR OTHER WATER-SOLUABLE CHLORIDE ION ADMIXTURES SHALL NOT BE USED.
- FINISH SURFACE BY TEXTURING WITH A COMB PRODUCING SATIATIONS $\frac{1}{8}$ " DEEP AND SPACED $\frac{1}{2}$ " APART PERPENDICULAR TO THE TRAFFIC FLOW.
- SLINGS SHALL BE USED WITH VARIED LENGTHS TO ENSURE PANEL ORIENTATION MATCHES SLOPE OF EXISTING GRADE WHEN PLACING PRE-CAST PANELS.
- CONCRETE PANELS TO BE PLACED OVER NON-WOVEN GEOTEXTILE FABRIC ON PREPARED SUBGRADE.

REFERENCE DRAWINGS:

- 20.12.C1.0 DEBRIS REMOVAL RAMP SITE PLAN
- 20.12.C3.0 DEBRIS REMOVAL RAMP GRADING & T.E.S.C. PLAN
- 20.12.C2.0 DEBRIS REMOVAL RAMP PROFILES & SECTION VIEWS

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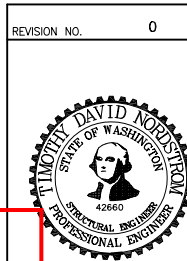


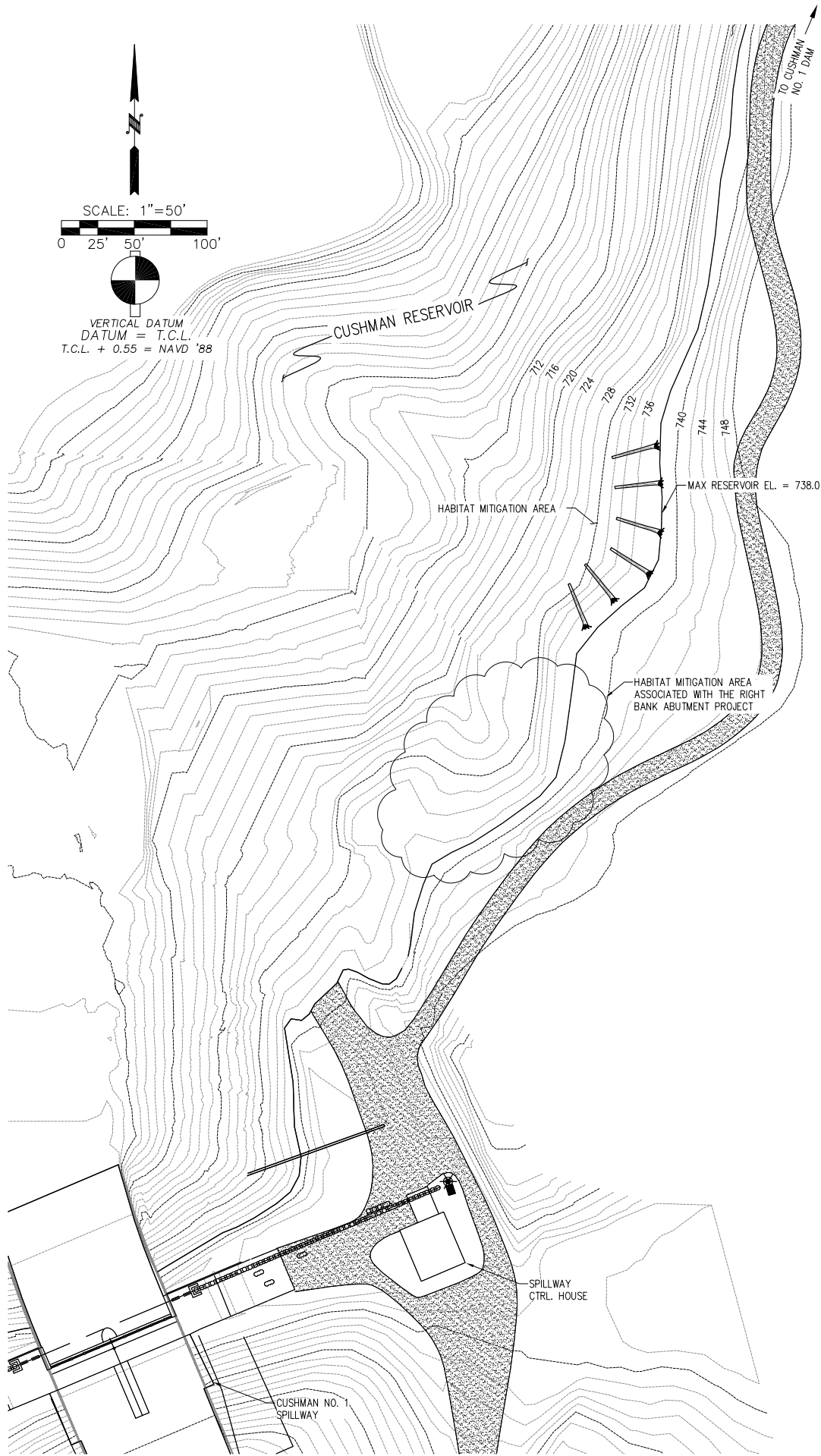
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CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
LIGHT DIVISION

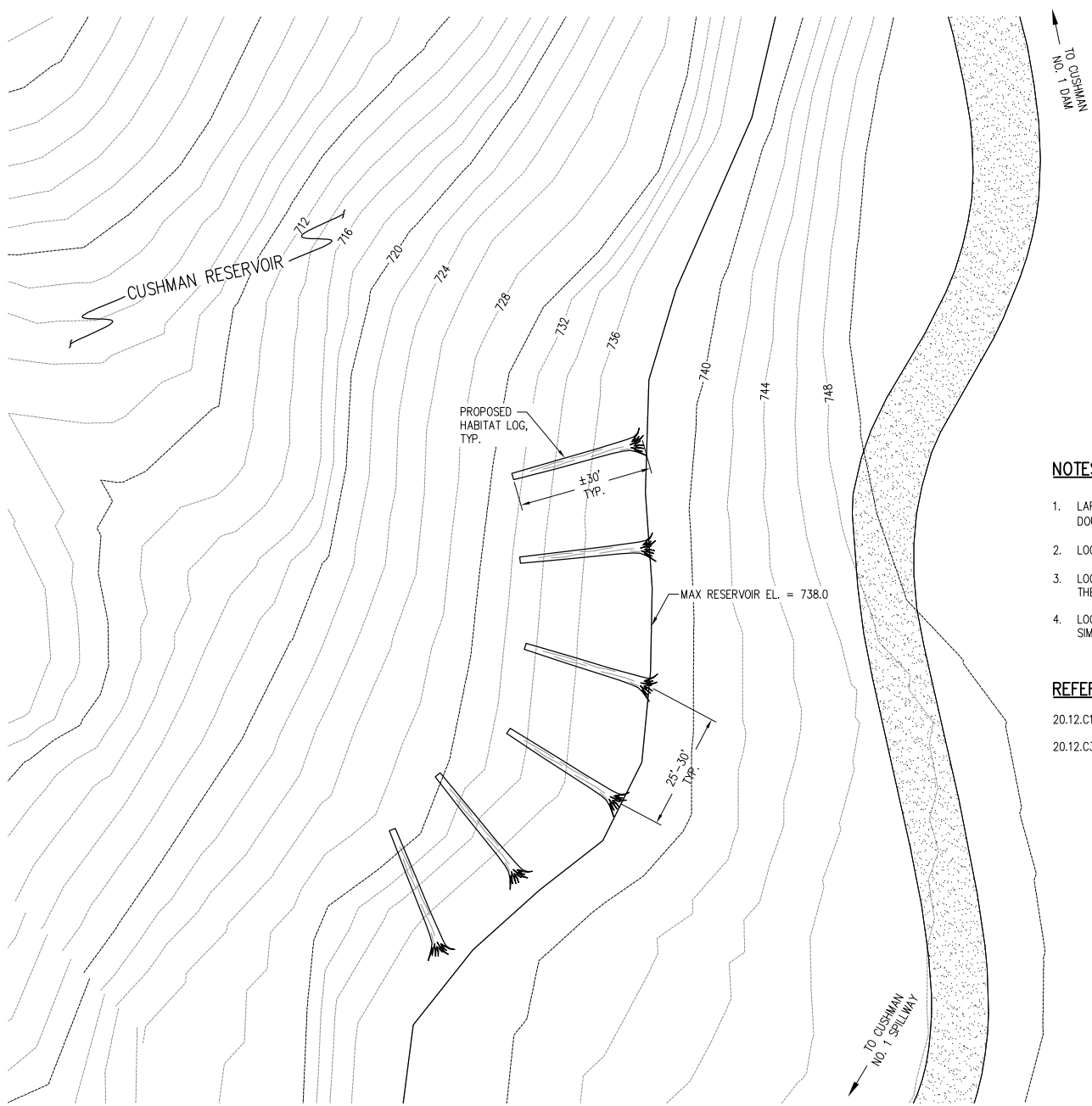
CUSHMAN NO. 1 SPILLWAY
DEBRIS REMOVAL RAMP
CONCRETE ANCHOR & PRE-CAST PANELS
REINFORCEMENT PLAN, DETAILS & SECTIONS

SUBMITTED	DRAWN	STAMPED
J. HENRY	JCH	JCH
APPROVED	DATE	TDN
N. MANNING	12/1/2021	
	DRAWING NO.	20.12.C4.0





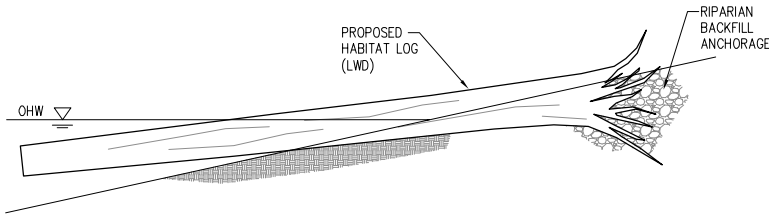
FISH HABITAT MITIGATION – AREA VIEW
SCALE: 1"=50'



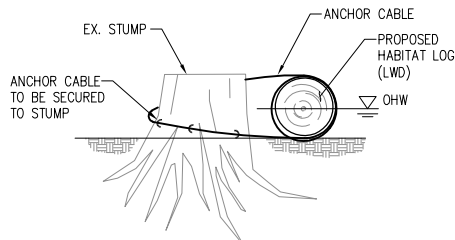
- NOTES:**
1. LARGE WOODY DEBRIS (LWD) WITH ROOT WADS TO BE DOUGLAS FIR (DF) OR WESTERN RED CEDAR (WRC).
 2. LOGS TO BE 16"DBH (MIN.) AND ±30' LONG.
 3. LOGS PLACED 25' TO 30' APART WITH ROOT WADS FACING THE SHORELINE.
 4. LOGS TO BE ANCHORED EITHER PASSIVELY OR FLEXIBLY SIMILAR TO DETAILS **1** AND **2**.
- REFERENCE DRAWINGS:**
- 20.12.C1.0 DEBRIS REMOVAL RAMP SITE PLAN
20.12.C3.0 DEBRIS REMOVAL RAMP GRADING & T.E.S.C. PLAN

**FOR BIDDING
PURPOSES ONLY**

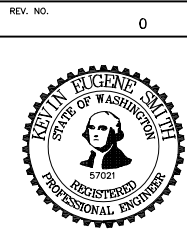
FISH HABITAT MITIGATION – SITE PLAN & LAYOUT
SCALE: 1"=10'



1 EMBEDDED LOG ANCHORAGE DETAIL
NOT TO SCALE



2 LOG TO STUMP ANCHORAGE DETAIL
NOT TO SCALE



NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECKED	STAMPED
CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES LIGHT DIVISION					
CUSHMAN 1 DAM DEBRIS REMOVAL RAMP FISH HABITAT MITIGATION PLAN					
REVIEWED			DESIGNED KES	DRAWN MLC	
APPROVED			DATE 6/30/21	STAMPED KES	
			DRAWING NO. BP313		