



# City of Tacoma Tacoma Power/Generation

# REQUEST FOR BIDS PG24-0011F Mayfield Cove Lane Culvert & Bank Remediation

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, March 19, 2024

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, <a href="mailto:sendbid@cityoftacoma.org">sendbid@cityoftacoma.org</a>, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Late submittals will be returned unopened and rejected as non-responsive.

**Submittal Delivery:** Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

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

**Bid Opening:** Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35<sup>th</sup> Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 a.m. Attend <u>via this link</u> or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI 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 <a href="https://www.TacomaPurchasing.org">www.TacomaPurchasing.org</a>.

- 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.

**Estimate:** \$635.000

**Pre-Proposal Meeting:** A pre-proposal meeting will be held at the Mayfield Project Office, 253 Hydro Lane, Silver Creek, WA 98585, Tuesday February 29, 2024, at 10:00 a.m. **This meeting is not mandatory**, but bidders are strongly encouraged to attend.

**Project Scope:** This project will include the supply and construction of a fish-passable replacement 'bottomless' Aluminum Box Culvert structure, construction of a segmental concrete block retaining wall system, installation of ~520-feet of 8-inch HDPE waterline, installation of 6" fire hydrant as well as the removal of existing culverts.

**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 and in accordance with State of Washington law.

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 the contact listed below in the *Additional Information* section.

#### 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

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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 Ryan Foster, Senior Buyer by email to rFoster1@cityoftacoma.org.

**Protest Policy:** City of Tacoma <u>protest policy</u>, located at <u>www.tacomapurchasing.org</u>, 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.

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# **SUBMITTAL CHECK LIST**

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award. Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page.

package (include all the items below):	V
Signature Page (Appendix B)	
To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.	
Price Proposal Form (Appendix B) The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.	
Bid Bond (Appendix B)	
Certification of Compliance with Wage Payment Statutes (Appendix B) Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).	
State Responsibility and Reciprocal Bid Preference Information (Appendix B) Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).	
EIC Utilization Form	
Contractor's Record of Prior Contracts Form (Appendix B)	
Content listed under Section 1300 1.1 Submittals Required with Bid	
After award, the following documents will be executed:	
City of Tacoma Contract (See sample in Appendix C)  Must be executed by the successful bidder.	
Certificate of Insurance and related endorsements (Appendix D) Shall be submitted with all required endorsements	
Payment and Performance Bonds (See samples in Appendix C)	
Payment Bond and Performance Bond: Must be executed by the successful bidder and his/her surety company	
General Release (See sample in Appendix C)	
LEAP Program Requirements and Forms (Appendix D)	

Request for Bids

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#### 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:

- Have a current certificate of registration as a contractor in compliance with chapters 18.27 RCW,18.106 RCW, 70.87 RCW, 19.28 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 instate 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

- 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:
  - 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:
    - i. Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    - ii. A Washington Employment Security Department number, as required in Title 50 RCW;
    - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
    - v. 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;
- 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 Small Business Enterprise and Local Employment and Apprenticeship 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. ADDITIONAL SUPPLEMENTAL CRITERIA

Refer to SECTION 1300, 1.1 SUBMITTALS REQUIRED/REQUESTED WITH BID.

#### C. 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.

# D. 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.

#### 1. MINIMUM REQUIREMENTS

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

- 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.
- 2. A minimum of ten (10) documented years' experience in building or facilities construction supervision by superintendent. Bidders shall submit a resume of named superintendent with their bids.
- 3. The names of the Aluminum Box Culvert (ALBC) manufacturer and fabricator along with the proposed culvert structure dimensions, weights, capacities, and construction details.

#### 2. GENERAL PROVISIONS

City of Tacoma General Provisions apply. (See Appendix D)

#### 3. INSURANCE REQUIREMENTS

Successful proposer will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation. (See Appendix D)

# 4. DESCRIPTION OF WORK

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs to furnish, construct and install Aluminum Box Culvert (ALBC) and ecology block wall slope stabilization and domestic water supply extension. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

#### 5. ANTICIPATED CONTRACT TERM

This contract is expected to be completed by November 1, 2024. The term may be extended if desired by the City of Tacoma.

# 6. CALENDAR OF EVENTS

This is a tentative schedule only and may be altered at the sole discretion of the City.

Contract may be issued after Public Utility Board and/or City Council approval.

The anticipated schedule of events concerning this RFB is as follows:

Publish and issue RFB:	2/16/2024
Pre-Bid Meeting:	2/29/2024
Approved Equivalent Deadline:	3/7/2024
Question Deadline:	3/7/2024
City response to Questions:	3/11/2024

Submittal Due Date:	3/19/2024
Anticipated Award Date, on or about:	March 2024
Public Utility Board/City Council Approval, on or about:	April 2024

#### 7. INQUIRIES

- 7.1 Questions can be submitted to Ryan Foster Senior Buyer, via email to <a href="mailto:rfoster1@cityoftacoma.org">rfoster1@cityoftacoma.org</a>. Subject line to read: PG24-0011F Mayfield Cove Lane Culvert & Bank Remediation VENDOR NAME
- **7.2** Questions are due by 3 pm on the date included in the Calendar of Events section.
- **7.3** Questions marked confidential will not be answered or included.
- **7.4** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- **7.5** The answers are not typically considered an addendum.
- **7.6** The City will not be responsible for unsuccessful submittal of questions.
- **7.7** Written answers to questions will be posted alongside these specifications at www.tacomapurchasing.org.

#### 8. PRE-BID MEETING

A pre-bid meeting will be held at the date and time specified in the calendar of events, in Conference Room Mayfield Project Office, 253 Hydro Lane, Silver Creek, WA 98585.

#### 9. DISCLAIMER

The City is not liable for any costs incurred by the Respondent for the preparation of materials or a proposal submitted in response to this RFB, for conducting any presentations to the City, or any other activities related to responding to this RFB, or to any subsequent requirements of the contract negotiation process.

#### 10. RESPONSIVENESS

Bid submittals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial. The City also reserves the right to not award a contract or to issue subsequent RFB's

#### 11. AWARD

Awardee shall be required to comply with 2 CFR part 25, and obtain a unique entity identifier and/or be registered in the federal System for Award Management as appropriate.

Award will be made to the lowest responsive, responsible bidder. All bidders shall provide unit or lump sum pricing for each line item. Each line item will be added up for a subtotal price. The subtotal price will be compared amongst each bidder, including any payment discount terms offered twenty (20) days or more. The City may also take into consideration all other criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262.

All other elements or factors, whether or not specifically provided for in this specification, 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. The final award decision will be based on the best interests of the City.

The City reserves the right to let the contract to the lowest responsible bidder whose bid will be the most advantageous to the City, price and any other factors considered. In evaluating the proposals, the City may also consider any or all of the following:

- 1. Compliance with specification.
- 2. Proposal prices, listed separately if requested, as well as a lump sum total
- 3. Time of completion/delivery.
- 4. Warranty terms.
- 5. Bidder's responsibility based on, but not limited to:
  - a) Ability, capacity, organization, technical qualifications and skill to perform the contract or provide the services required.
  - b) References, judgment, experience, efficiency and stability.
  - c) Whether the contract can be performed within the time specified.
  - d) Quality of performance of previous contracts or services

### 12. PREVAILING WAGE INFORMATION

If this project requires prevailing wages under chapter 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 Lewis County.

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

- 1. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
- 2. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
- 3. 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 <u>39.12 RCW</u> shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

- 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.
- 3. For on-call contracts, retainage can be release annually. Please see the Intent-Affidavit Info for On-Call Contracts in Appendix D

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, <a href="https://secure.lni.wa.gov/">https://secure.lni.wa.gov/</a> or by visiting their MY L&I account.

#### 13. BID BONDS

The attached Bid Bond (Appendix A) must be executed by the person legally authorized to sign the bid and must be properly signed by representatives of the surety company unless the bid is accompanied by a certified check or cashier's check.

- 13.1 If a Bid Bond is used, the form furnished by the City must be followed; no variation from the language thereof will be accepted. The amount of the Bid Bond must be not less than five percent (5%) of the total amount bid; and, if shown in dollars and cents, the amount of said Bid Bond must be not less than the required five percent; or in lieu of dollars and cents, the bond may be completed by inserting therein, "five percent of the amount of the accompanying proposal". Bid Bonds will not be returned. Bid Bond should be submitted electronically with bid submittal. Hard copies should be postmarked no later than the submittal date.
- 13.2 If a certified or cashier's check is provided by the successful Respondent(s), the amount of their check will be refunded after award of the Contract, City's receipt of the signed Contract, and acceptance of the Performance Bond, if applicable. Unsuccessful Respondents providing certified checks will be refunded the amount of their check upon award of the Contract.
- **13.3** Failure to furnish a Bid deposit of a minimum of 5 percent shall make the bid nonresponsive and shall cause the bid to be rejected by the City.

A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any proposal bond Request for Bids

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shall be on the Contracting Agency's form and shall be signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify the minimum 5 percent required. The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

If submitting your 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 and received by the Contracting Agency within 7 calendar days of the bid opening or the bidder may be deemed non-responsive.

Original bid bonds or cashier's check will be delivered to:

City of Tacoma Procurement & Payables Division

Tacoma Public Utilities

3628 South 35th Street

Tacoma, WA 98409

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

#### 14. PAYMENT AND PERFORMANCE BOND

If a payment and performance bond is stated herein, the required bond including power of attorney, will be 100 percent of the Contract total and is subject to the following requirements.

- **14.1** The City's payment and performance bond forms must be used.
- **14.2** The payment and performance bonds must be executed by a surety company licensed to do business in the state of Washington.
- **14.3** The cost of a payment and performance bonds must be included in submittal prices. Bonds will not be paid as a separate line item.
- **14.4** For a supply-type contract, a certified cashier's check or cash may be substituted for the bonds; however, this cash or check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

The same bonds can remain in place over the life of the contract and annual status inquiries can be directed to Ryan Foster via email to <a href="mailto:rfoster1@cityoftacoma.org">rfoster1@cityoftacoma.org</a>. Subject line to read: PG24-0011F – Mayfield Cove Lane Culvert & Bank Remediation.

#### 15. DELIVERY

**15.1** Delivery shall be to the City of Tacoma, 253 Hydro Lane, Silver Creek, WA 98585, Each vendor will be required to submit a delivery timeline they can commit to. Purchase order delivery dates will reflect this timeline. In the event a purchase order deliver date is

not met, the City reserves the right to purchase these products elsewhere if they are in a time constraint. If constant late deliveries occur, the City may terminate the contract.

**15.2** Hours of operation shall be Monday through Friday, 7:00 a.m. to 3:30 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

#### 16. WARRANTY

Labor: Minimum three (3) year warranty.

**Parts**: Manufacturer's warranty or minimum one-year warranty whichever is greater.

Contractor shall arrive on-site at 253 Hydro Lane, Silver Creek, WA 98585 within 48 hours of notification for all warranty repairs during normal work hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. Repairs shall include free pick-up and delivery. Repairs must be completed and vehicle returned within 48 hours of pick-up.

Contractor agrees to allow City to make minor warranty repairs where that is most cost effective and, if requested, contractor will credit City for cost of parts, but not labor.

Vendor will warrant goods according to the manufacturer's warranty guidelines. The start of the warranty commences once the goods are delivered and accepted by the City.

#### 17. INSPECTION

All goods are subject to final inspection and acceptance by the City. If any inspection fails, the vendor shall be required to make arrangements to exchange the goods at their own expense and replace it in a timely manner acceptable to the City.

Material failing to meet the requirements of this contract will be held at Vendor's risk and may be returned to Vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the Vendor.

#### 18. APPROVED ITEM EQUIVALENT

A specific manufacturer for almost all line items has been listed in the Technical Specifications because this is the current manufacturer accepted. For those line items, which do not list a specific manufacturer, bidders shall provide the technical specifications for the manufacturer they are offering. The City may request, after the bid due date, a sample of that product for review and approval by the City. The City reserves all rights to be the sole judge as to whether any other manufacturer can meet or exceed the current specifications they use. Unless an item is indicated "No Substitute", approved equivalents shall be submitted by the date listed in the Calendar of Events section. Equivalents will be approved by Addendum to the solicitation.

# 19. COMPLIANCE WITH SPECIFICATIONS

All products shall be new and unused. Any product that does not comply with any part of these technical specifications shall be rejected and the vendor shall, at its own expense, including shipping, replace the item.

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#### 20. MATERIALS AND WORKMANSHIP

The successful bidder shall be required to furnish all materials necessary to perform contractual requirements. Materials and workmanship for this contract shall conform to all codes, regulations and requirements for such specifications contained herein and the normal uses for which intended. Material shall be manufactured in accordance with the best commercial practices and standards for this type of goods. All literature and products must be packaged and labeled to sell in the United States.

#### 21. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the <u>City's Sustainable Procurement Policy</u> and <u>Climate Action Plan</u>, it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- Durability, reusability, or refillable
- Pollutant releases, especially persistent bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts
- Toxicity of products used
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content
- Energy and water resource efficiency

#### 22. LEAP REQUIREMENTS

This project has LEAP Requirements, see Appendix D for complete LEAP documentation.

#### 23. EQUITY IN CONTRACTING

This project has EIC requirements, see Appendix D for complete EIC documentation.

# **APPENDIX A**

**Technical Specifications** 

Drawings or Plans

# TACOMA POWER SPECIFICATION NO. PG24-0011F

# COWLITZ- MAYFIELD COVE LANE CULVERT & BANK REMEDIATION

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 will include the supply, construction and installation of a fish-passable replacement 'bottomless' Aluminum Box (arch) Culvert (ALBC) structure, construction of a Concrete Segmental Retaining Wall system (i.e.; ecology block retaining wall), installation of 8-inch HDPE waterline extension and 6" fire hydrant as well as the removal of four (4) existing culverts.

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

- > Clearing and grubbing of existing vegetation and tree removal
- Construction of Cast-in-Place Concrete foundations and footings
- Assembly and Installation of pre-engineered Aluminum Box Culvert (ALBC)
- Construction of modular block retaining wall system
- ➤ Installation of ~520-feet of 8-inch HDPE domestic water line extension
- ➤ Installation of 6-inch fire hydrant
- Removal of (4) existing culverts and repair and/or re-armoring of soils
- Road and pavement restoration

The Cove Lane road serves as access to two (2) residences and their subsequent households as well as the Mayfield Service Dock. Access through Cove Lane must be maintained as much as possible throughout construction for daily trips and routine maintenance operations. Well-communicated and coordinated closures of Cove Lane for short *reasonable* durations during daily construction activities will be acceptable provided contractor tries to mitigate any wait times as much as possible. Cove Lane shall be left open and accessible at the end of each workday and during weekends and holidays when construction activities are not happening.

# A. CONCEPT OF SCHEDULE

The Cove Lane Culvert and Bank Remediation is subject to permitting through local and state jurisdictions. The process began in September 2022. It is expected that permits will be issued by May 2024 prior to any construction, and any conditions as a result there from will be provided to bidders via addenda

This project is scheduled to begin in Spring of 2024 with the contractor immediately beginning clearing, grubbing, earthwork, and construction activities. After all construction and earthwork is completed, the roadway will be restored. Contractor shall complete all items of work required by this contract no later than November 1, 2024.

#### 1.2 PROJECT LOCATION

This project is located at the Cowlitz River Project, Mayfield Dam site in Lewis County in Silver Creek, WA 98585. The unofficial address is 170-block of Cove Lane.

### 1.3 SITE SHOWING

The bidder will be responsible for examining the site and to have compared the site 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 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 Thursday February 29, at 11:00 a.m., immediately following the pre-bid meeting. Due to the nature of this project, 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. This meeting is not mandatory. If the contractor cannot make the listed showing, they *may* be able to coordinate a visit to the site on their own. 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 not only the site conditions observed, but changes in the observed 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, reviews and analyses as the contractor deems necessary to understand such conditions and to sufficiently 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 any 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 **one hundred fifty (150)** calendar days after the date of notification to commence work. If the contractor fails to complete all work within **one hundred fifty (150) 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 ensure 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 2.13 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. It shall be the engineer's decision as to when an inspector is required.

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.

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 its work with all other agencies and/or contractors within the project area.

The contractor shall also be responsible to minimize disruptions to access roads at the Mayfield Hydro Project. Directions of the engineer and/or inspector shall be followed at all times.

# 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 contact 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, 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**

Drawing No.	<u>Title</u>
MP250	COVER SHEET & VICINITY MAP
MP251	SITE PLAN
MP252	SEDIMENT & EROSION, CONTROL PLAN
MP253	STANDARD NOTES
MP254	STANDARD DETAILS
MP255	CULVERT REPLACEMENT, GENERAL LAYOUT
MP256	CULVERT REPLACEMENT, ELEVATIONS & SECTION
MP257	CULVERT REPLACEMENT & EMBANKMENT WALL, CONCRETE DETAILS
MP258	EMBANKMENT WALL, PLAN & ELEVATION
MP259	CULVERT REPLACEMENT & EMBANKMENT WALL, SECTION & DETAILS

MP260 CULVERT REPLACEMENT & EMBANKMENT WALL, WATER

LINE & HYDRANT EXTENSION

MP261 PAVING PLAN

MP262 CULVERT REMOVAL & BANK REPAIR

Drawings for Reference

<u>Drawing No.</u> <u>Title</u>

MP1551 MAYFIELD SUPERVISOR'S RESIDENCE, SITE PLAN

MN208 MAYFIELD PROJECT (MECH), POTABLE WATER SYSTEM,

PIPING AND TRENCHING

MP4569 WATER SYSTEM REPLACEMENT, PLAN & PROFILE – COVE

**LANE** 

# 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 City 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' experience in building or facilities construction supervision by superintendent. Bidders shall submit a resume of named superintendent with their bids.
- C. The names of the Aluminum Box Culvert (ALBC) manufacturer and fabricator along with the proposed culvert structure dimensions, weights, capacities and construction details.
- D. Proposal prices, base bid, and cost of any or all alternates listed.
- E. Review of all required submittals.
- F. Past record with the City (including satisfying safety requirements).
- G. 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

# **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:

#### **Generation Business Services**

Tacoma Power Generation/Plant 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:

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- 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. Pressure testing the individual zones and/or the complete water distribution system.
- 2. Traffic control on all travel ways.
- 3. Potholing at all utility crossings in the presence and discretion of the inspector.
- 4. The supply and installation of all required fittings, elbows, couplers, glands, followers, glue, etc., to connect the piping and valves in excess of the bid items listed.
- 5. Disposal or pulverizing of the existing asphalt pavement/oil mat that is removed during the required trenching.
- 6. Re-grading and final compaction of the crushed surfacing material prior to paving.
- 7. Temporary 'highline' piping of existing water utility or stream flow.
- 8. Dust control as directed by the City.
- 9. Disinfection of waterline extension, and treatment and disposal of treatment water.

# 1.2 PROPOSAL ITEMS

# 1. MOBILIZATION/DEMOBILIZATION, PER LUMP SUM

# A. MEASUREMENT

Mobilization/Demobilization shall be measured per the lump sum (LS).

# **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.

10-percent of the total contract price will be deducted from any money due to the contractor as progress payments until all mobilization items listed above have been completed as specified. Any such retention of money for failure to complete all such mobilization items as a lump sum item shall be in addition to the retention of any payments due to the contractor as specified in the General Provisions of the contract.

# 2. POLLUTION AND EROSION CONTROL PLAN (PECP) / (TESC)

# A. MEASUREMENT

Pollution and Erosion Control Plan (PECP) / (TESC) shall be measured per lump sum (LS).

# **B. PAYMENT**

The lump sum (ls) contract price for pollution and erosion control plan (PECP) / (TESC) shall be full compensation for all labor, equipment, materials, and tools necessary to furnish, install erosion control measures or facilities and maintain thereafter as required in the pollution and erosion control plan (PECP) included in this specification

#### 3. BRUSH AND TREE CLEARING

# A. MEASUREMENT

Brush and Tree Clearing shall be measured per lump sum (LS).

# **B. PAYMENT**

The work under this bid item will include all labor, materials and equipment to complete Brush and Tree Clearing in accordance with the attached plans and specifications to facilitate installation of the Aluminum Box Culvert and Concrete Segmental Retaining Wall System.

# 4. CAST-IN-PLACE CONCRETE FOUDATIONS

#### A. MEASUREMENT

Cast-in-Place Concrete Foundations shall be measured per lump sum (LS).

# B. PAYMENT

The work under this bid item will include all labor, materials, and equipment to complete Cast-in-Place Concrete Foundations in accordance with the attached plans and specifications to facilitate installation of the Aluminum Box Culvert and Concrete Segmental Retaining Wall System.

# 5. FURNISH AND CONSTRUCT ALUMINUM BOX CULVERT IN ACCORDANCE WITH THE ATTACHED PLANS AND SPECIFICATIONS

# A. MEASUREMENT

Furnish and Construct Aluminum Box Culvert in Accordance with the Attached Plans and Specifications shall be measured per lump sum (LS).

#### B. PAYMENT

The contract price per lump sum (LS) to Furnish and Construct Aluminum Box Culvert shall be full compensation for all labor, materials, equipment, and tools required to clear and grub the site, procure, furnish, assemble, erect, install, and backfill Aluminum Box Culvert per the manufacturer's recommendations and as shown on attached plans and specifications as listed in the proposal and not specifically included in other proposal items.

# 6. CONSTRUCT CONCRETE SEGMENTAL RETAINING WALL SYSTEM

#### A. MEASUREMENT

Construct Concrete Segmental Retaining Wall System shall be measured per lump sum (LS).

# **B. PAYMENT**

The lump sum (LS) contract price to Construct Concrete Segmental Retaining Wall shall be full compensation for all labor, materials, equipment, and tools to necessary to construct the Concrete Segmental Retaining Wall System including but not limited to geotextile fabric, footing rock, drain rock, drainpipe, and appurtenances to complete the Concrete Segmental Retaining Wall System in accordance with the attached plans and specifications as listed in the proposal and not specifically included in other proposal items. 150 concrete blocks shall be provided by the City. The contractor is responsible for collecting City-provided blocks and hauling them to the construction site.

#### 7. EXCAVATION

#### A. MEASUREMENT

Measurement for Excavation will be per cubic yard (CY) of soils excavated and disposed of onsite.

# **B. PAYMENT**

The work under this bid item will include all labor, materials, and equipment to perform Excavation in accordance with the attached plans and specifications. Contractor shall remove materials as necessary to facilitate construction of the Aluminum Box Culvert, Concrete Segmental Retaining Wall System, and associated foundations. Contractor shall install or utilize appropriate BMPs for material stockpiling and storage until soils are placed, graded or disposed of.

# 8. GRAVEL BACKFILL FOR WALLS, IN PLACE

# A. MEASUREMENT

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 Gravel Backfill for Walls, In Place, shall be full compensation for all labor, equipment, materials and tools necessary to furnish, place and properly compact free draining granular material as listed in the proposal and as directed by the engineer.

#### 9. EMBANKMENT HEEL DRAIN

#### A. MEASUREMENT

Embankment Heel Drain shall be measured per linear foot (LF).

# **B. PAYMENT**

The contract price per linear foot (LF) for Embankment Heel Drain shall be full compensation for all labor, equipment, materials, and tools necessary to furnish, place, construct, and install complete heel drain system in accordance with attached plans and specifications as listed in the proposal and not specifically in other proposal items.

#### 10. TRENCH EXCAVATION

### A. MEASUREMENT

Trench Excavation shall be measured by the linear foot (LF) of trenching in accordance with the plans and specifications.

This bid item includes stockpiling the material at locations within the project area. Asphalt demolition shall be paid for under Asphalt Demolition.

# **B. PAYMENT**

The contract price per linear foot (LF) for Trench Excavation shall include all excavation and stockpile of spoils at the locations within the project area and shall be full compensation for all labor, materials and equipment required for the construction of utility trench as shown on the drawings and in accordance with the attached plans and specifications

# 11. FURNISH AND INSTALL PIPE ZONE BEDDING MATERIAL

### A. MEASUREMENT

Furnish and Install Pipe Zone Bedding Material shall be measured by the neat line ton (TON).

# **B. PAYMENT**

The contract price by the ton (TON) to Furnish and Install Pipe Zone Bedding Material shall be full compensation for all labor, equipment, materials, and tools necessary to furnish and install pipe bedding material as shown in drawings and specified herein. Work includes stockpiling, if required, placement and compaction if required.

# 12. FURNISH AND INSTALL 8-INCH HIGH-DENSITY POLYETHYLENE (HDPE) PIPE, DR9, PE4710

#### A. MEASUREMENT

Furnish and Install 8-inch HDPE Pipe, DR9, PE4710, shall be measured per lump sum (LS).

# **B. PAYMENT**

The contract price per lump sum (LS) to furnish and install 8-inch HDPE Pipe, DR9, PE4710 shall be full compensation for all labor, equipment, materials, and tools necessary to supply and install approximately 520 lineal feet of pipe with all required fittings, adapters, couplings, hardware, and appurtenances required as shown on the drawings and in accordance with the plans and specifications as listed in the proposal and not specifically in other proposal items.

# 13. FURNISH AND INSTALL 6-INCH FIRE HYDRANT IN ACCORDANCE WITH THE ATTACHED PLANS AND SPECIFICATIONS

### A. MEASUREMENT

Furnish and Install 6-inch M.J. Fire Hydrant in Accordance with the Attached Plans and Specifications shall be measured per lump sum (LS).

#### **B. PAYMENT**

The contract price per lump sum (LS) to Furnish and Install 6-inch M.J. Fire Hydrant and required hydrant lateral in accordance with the attached Plans and Specifications shall be full compensation for all labor, equipment, materials and tools necessary to supply and install the Fire Hydrant and lateral with all required adapters, couplings, flanges, valves, fittings and hardware needed for a complete installation as shown on the drawings and in accordance with the plans and specifications.

# 14. ASPHALT DEMOLITION

#### A. MEASUREMENT

Asphalt Demolition shall be measured by the square yard (SY) of asphalt removed and shall be for all thicknesses for all asphalt material to be removed from site.

# B. PAYMENT

The per square yard (SY) contract price for Asphalt Demolition shall include all sawcutting, excavation, haul, and disposal to a legal dump site of removed asphalt in accordance with the plans and specifications. Cove Lane has received multiple repairs asphalt overlays giving existing pavement a thickness of several inches in areas. No increase will be allowed for removal of thicker asphalt sections. Incidental to this bid item is any secondary sawcutting necessary for any asphalt paving or patching.

# 15. FURNISH AND INSTALL CRUSHED SURFACING BASE COURSE, 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 1½ -inch crushed surfacing as listed in the proposal and as directed by the engineer.

# 16. FURNISH AND INSTALL CRUSHED SURFACING TOP COURSE, 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 5/8-inch crushed surfacing as listed in the proposal and as directed by the engineer

# 17. HOT MIXED ASPHALT (HMA) CLASS ½ PG58H-22, 2-INCHES THICK, IN PLACE

# A. MEASUREMENT

Hot mixed Asphalt (HMA), Class 1/2 PG58H-22, Machine Placed shall be measured per ton (TON) in place and compacted.

# **B. PAYMENT**

The per ton (TON) contract price for Hot Mixed Asphalt (HMA) Class ½ PG58H-22 shall be full compensation for all labor, materials, and equipment to pave the Cove Lane road including, design, haul, placement, compaction, coring and testing anti-stripping additive, any asphalt wedge curbs or thickened edges in accordance with the plans and specifications. Any secondary sawcutting necessary to properly place asphalt shall be included in Asphalt Demolition bid item.

# 18. HOT MIXED ASPHALT (HMA) CLASS 1/2 PG58H-22 PATCH

#### A. MEASUREMENT

Hot mixed Asphalt (HMA), Class 1/2 PG58H-22, Patch shall be measured per ton (TON) in place and compacted.

# **B. PAYMENT**

The per ton (TON) contract price for Hot Mixed Asphalt (HMA) Class ½ PG58H-22, Patch shall be full compensation for all labor, materials, and equipment to patch areas of the project that are required to be restored after utility installation. This bid item includes temporary patching for areas of traffic prior to final patching. Secondary sawcutting is incidental to this bid item. Incidental to this bid item is the removal and disposal of temporary patching prior to permanent patching. Any secondary sawcutting necessary to properly place and patch asphalt shall be included in Asphalt Demolition bid item.

# 19. GUARDRAIL

# A. MEASUREMENT

Measurement of Guardrail shall by the linear foot (LF).

#### B. PAYMENT

The contract price per linear foot (LF) for Guardrail shall be full compensation for all labor, equipment, materials, and tools necessary to furnish and install Guardrail as shown on plans and accordance with attached specifications.

# 20. TOE AND EMBANKMENT ROCK REVETMENT

#### A. MEASUREMENT

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

#### **B. PAYMENT**

The per ton (TON) contract price for Toe and Embankment Rock Revetment shall be full compensation for all time, labor, materials, and equipment to furnish and install the Toe and Embankment Rock Revetment in accordance with the attached plans and specifications

# 21. CULVERT REMOVAL

#### A. MEASUREMENT

Culvert Removal shall be measured per lump sum (LS).

#### **B. PAYMENT**

The contract price per lump sum (LS) for Culvert Removal shall be full compensation for all labor, equipment, materials, and tools to remove and dispose of existing culvert(s) and materials, repair, and re-armor the subsequent exposed channel slopes, repair any wheel-rutting resulting from construction activities. Diversion and bypassing of stream flow is incidental to this bid item.

# 22. 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.

#### 1.5 AS-BUILTS

The final payment of this contract will not be released until complete "AS-BUILT" plans are received and approved by the engineer.

**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 <a href="mailto:ichenry@cityoftacoma.org">ichenry@cityoftacoma.org</a> 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 inquries may be directed to Ryan Foster at rfoster1@cityoftacoma.org.

#### 1.2 MEETINGS

### A. PRE-BID MEETING

All bidders are invited to attend a pre-bid meeting on February 29, 2024, at 10:00 a.m.at the Mayfield Project Office, 253 Hydro Lane, Silver Creek, WA 98585. **Attendance to the pre-bid meeting is not mandatory, but strongly encouraged.** Email Mr. Ryan Foster at <a href="mailto:rfoster1@cityoftacoma.org">rfoster1@cityoftacoma.org</a> to confirm your attendance by February 26, 2024.

# **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 periodic 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. Fill and Grade Permit from Lewis County Community Development
- B. Fire Protection System Permit from Lewis County Community Development
- C. Shoreline Conditional Use Permit from Lewis County Community Development
- D. Building Permit from Lewis County Community Development

E. Operating Permit for Drinking Water Systems from Washington State Department of Health

The contractor shall apply for, obtain and pay for all other required permits as set forth in Section 3.02 of the General Provisions.

#### 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 benchmarks, 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 benchmarks, 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. If permission is obtained from the City in advance, portions of the existing facilities may be taken out of service for reasonably *short* periods.

The contractor shall also be responsible to minimize disruptions to access road. Directions of the engineer and/or inspector shall be followed at all times.

Contractor shall provide temporary facilities and make temporary modifications as necessary to keep the existing facilities in operation during the construction period.

Existing transmission lines, distribution lines, and utility lines will be encountered during the course of this project. These services will remain energized and functional during construction except as otherwise provided for in these specifications.

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.

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.

Water service must be maintained throughout duration of project. Contractor shall notify Mayfield Project staff of any anticipated disruptions to water service. Contractor shall endeavor to minimize the duration of any water service disruptions as well as minimizing the affected area of water disruption

#### 1.6 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.

#### 1.7 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.

#### 1.8 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 they fail 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.

#### 1.9 CONSTRUCTION PROGRESS SCHEDULES

#### A. FORMAT

The contractor shall prepare schedules as a horizontal bar chart with separate bar for each major portion of work or operation, identifying the first workday of each week and include holidays and times when facility will not be available to contractor for City installed work.

#### **B. CONTENT**

This schedule shall be activity-oriented showing as nearly as can be determined the starting and completion dates of each event. The schedule shall show the materials delivery, structure erection, and installation. It will include the start and completion of each major civil, structural, mechanical, communications and electrical item of work critical to the general contractor's operation.

Show complete sequence of construction, by activity, with dates for beginning and completion of each element of construction.

Identify each task by the appropriate proposal bid item number and subcontractor responsible.

As a minimum, the following tasks shall be included on the schedule:

- 1. Installation of T.E.S.C. BMP's and tree and brush clearing.
- Brush and tree clearing.
- Construction of C.I.P. foundations.
- Installation of Aluminum Bos Culvert.
- 5. Installation of initial bottom course of Concrete Blocks.

- 6. Installation and construction of Concrete Segmental Retaining Wall system and compacted backfill to design elevations.
- 7. Installation of HDPE water-line extension and Fire Hydrant.
- 8. Installation and placement of Crushed Surfacing Top Course (CSTC).
- Culvert removal.
- 10. Installation and placement of HMA.
- 11. Leveling and re-grading of excavated soils.

## C. SEQUENCE SCHEDULING

It shall be the contractor's responsibility to properly phase in all work specified herein including all work done by subcontractors.

Progress schedules are required to be coordinated with Tacoma Power and updated monthly or when changes occur. Acceptance or approval of the progress schedule does not release the contractor from the responsibility to provide the necessary resources to meet the schedule.

#### D. SUBMITTALS

The contractor shall submit initial schedules at the preconstruction meeting or at a minimum of within ten (10) working days after the contract award. After review, if changes are required by the engineer, resubmit required revised data within ten (10) working days.

The contractor shall use the attached Submittal Transmittal form (electronic version is available from the engineer) for all submittals.

Within twenty (20) days of the date of the contract, the contractor and the engineer will reach an agreement on any and all adjustments and all modifications to the submitted schedule which are warranted. The schedule, thus modified, will become part of the contract.

The failure of the contractor to submit a schedule(s), or the inability of the contractor and the City to reach an agreement as to modifications to a schedule, shall not excuse the contractor's obligation to perform the work required by the specifications in the number of days required by the specification.

Once a month, the City's and the contractor's site representatives will meet and perform a "Line-to-Line" review of items on the schedule, illustrating their plan for meeting the completion dates specified in this contract and the associated construction costs for each subcontractor.

#### 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 3.07 "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 <u>all</u> 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.

Temporary patches will be installed immediately following the street crossing to accommodate traffic. When a length of utility trench is ready for permanent patching, permanent patching will be completed.

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

Surplus excavation, pipe 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.

#### B. CONTRACTOR STOCKPILE AREA

A "Contractor Stockpile Area" is shown on plans for contractor to stockpile excavated materials and imported backfill, foundation, and bedding materials. **No asphalt debris will be permitted in this area.** No Rock Trucks or Haul Trucks will be allowed; Truck and/or Trailer combinations only will be allowed.

Restoration and clean-up of this area at the end of the project is incidental to contract. The contractor shall level stockpile and shall hydroseed all areas of the stockpile and disturbed areas as required in the Pollution and Erosion Control Plan. Clean-up of any area impacted by the construction shall be done as directed or 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.)

or						
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<u>=</u>						
_						
_						
_						
(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.						
<del></del>						
profit, any other direct and/or indirect costs, and any requests for additional time associated with the change in the scope of						

Cc:

COP Master 3-2016 Rev. 3/1/2016



**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	0.:	(City Assigns)		
Date:							
Project Title:							
Specification No.:			Contract N	0.:			
Contractor:	Owner: Tacoma Power/Generation 3628 South 35 <sup>th</sup> Street Tacoma, WA 98409						
Title:							
Architectural	Civil	Structural	☐ Mechanical	☐ Electrical	Other		
You are hereby di	irected to make the	e following mod	dification(s) in the So	cope 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:			Initiated By:				
	(Supporting Documentation)			(Name)			
			Representing:				
				(Company)			
Contractor's Res	oonse:						
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 <b>Change Order Proposal</b> (COP). See Section 01040, Contract Changes, of the specification for this Contract.							
Attachment Type:			Response By:				
D Data.	(Supporting Documen	tation)	D. sugar antina	(Name)			
Response Date:	(Date)		Representing:	(Company)			

Cc:

Rev. 3/1/2016 ECD Master 3-2016



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.)

			KFIN	0.:	(Contractor Assigns)		
Date:							
Project Title:							
Specification No.:			Contract N	Contract No.:			
Contractor:	Owner: Tacoma Power/Generation 3628 South 35 <sup>th</sup> Street Tacoma, WA 98409						
Subject:							
Architectural	Civil	Structural	☐ Mechanical	☐ Electrical	Other		
Requested Inform	ation:						
Attachment Type:	(Supporting Documen			By: (Name)			
Response Required: (Date)			Represent	ing:(Company)			
Response:							
Attachment Type:	(Supporting Documer	ntation)	_ Response By:	(Name)			
	(Cuppering 2 counter		Representing:				
Prior to any extra work the contractor shall submit a written <b>Change Order Proposal</b> (COP). See Section 01040, Contract			Daniero Date	(Company)			
Changes, of the spec	ification for this Cont	ract.	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:

RFI Master 3-2016 Rev. 3/1/2016



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.)

			PRI	No.:	(City Assigns)	
Date:						
Project Title:						
Specification No.:	Contract No.:					
Contractor:	<b>Owner:</b> Tacoma Power/Generation 3628 South 35 <sup>th</sup> Street Tacoma, WA 98409					
Subject:						
Architectural	Civil	Structural	☐ Mechanical	☐ Electrical	Other	
Scope of Request	:					
Attachment Type:	(Supporting Documer	ntation)				
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:	(11		Representing			
	(Name)			(Company)		

Cc:

Rev. 3/1/2016 PR Master 3-2016



# **CONTRACTOR SUBMITTAL TRANSMITTAL**

# **SECTION 01300 - SUBMITTALS AND SHOP DRAWINGS**

#### 1.1 SUBMITTALS REQUIRED/REQUESTED WITH BID

In addition to the items listed in the Submittal 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.
- 2. A minimum of ten (10) documented years' experience in building or facilities construction supervision by superintendent. Bidders shall submit a resume of named superintendent with their bids.
- 3. The names of the Aluminum Box Culvert (ALBC) manufacturer and fabricator along with the proposed culvert structure dimensions, weights, capacities and construction details.

#### 1.2 DOCUMENTS REQUIRED AT PRECONSTRUCTION CONFERENCE

- A. Work Hazard Analysis Report as required in Paragraph 3.05(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 Vendors.

# 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. Neither 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 processed and techniques of construction and performing their work in a safe and satisfactory manner. Piecemealing of submittals will not be accepted.

#### B. SCHEDULE OF SUBMITTALS

- 1. Within ten (10) days of notice to proceed, prepare schedule of submittals for shop drawings, product data, samples, and as specified for each section. Update as requested by engineer.
- 2. List submittals sequentially by project manual table of contents section numbers and titles.

- 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.

#### D. 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.
- 5. Where not shown by shop drawings, include electrical characteristics, connection requirements, piping diagrams, controls, weight where significant, and as required to describe installation requirements. Correct published product data to correlate with specific project requirements.

#### E. ELECTRONIC FILES OF MANUALS (FROM VENDORS):

- 1. Electronic manuals must be submitted in .PDF and compatible with the latest version of Adobe Professional.
- Manuals should be scanned at 300 DPI.
- 3. Color originals should be scanned to color images if possible.
- 4. All .PDF files should be scanned at using Optical Character Recognition (OCR)
- A manual must be submitted as a single .PDF file; addendums and attachments (may or may not include drawings) should not be submitted separately, or in different file formats.
- 6. Manuals that consist of multiple volumes should be submitted as individual files.
- Manuals comprised of several sections or chapters should be bookmarked by the vendor.
- 8. If a vendor wished to include security settings (so that their documents are "read-only"), that is acceptable provided that Tacoma Power can view and print from the file.

#### H. DESIGN DETAILS

All design details shall be submitted to the City by the contractor during the design phase for review and approval prior to commencing any construction. This includes designs, loads and computations on foundations, connections, columns, beams, and complete details of all structural members and structural connections. During this phase, the contractor shall be required to submit plans, calculations, and all required materials to the applicable authority to obtain all necessary permits for the project.

#### I. MANUFACTURER INSTRUCTIONS AND CERTIFICATES

Number: Submit one (1) copy of both the manufacturer instructions and certificates.

Content: Include manufacturer's printed instructions for delivery, storage, preparation, assembly, installation, start-up, adjusting, balancing, and finishing as specified for individual specification sections. Include special procedures, project conditions, and environmental criteria required for application or installation.

#### J. CODE COMPLIANCE CERTIFICATES

Submit information required as a condition of building permit issued by code authority, including certificate of occupancy, certificate of approval from Fire Marshal, and certificate of code compliance from state electrical inspector.

#### 1.4 "OR EQUAL" CLAUSE OR SUBSTITUTIONS

#### A. GENERAL

When the engineer approves a substitution, it is with the understanding that the contractor guarantees the substituted article to be equal to, or better than, the article specified. The engineer will judge the suitability, reliability, and service availability of a proposed substitute. To be considered by the engineer, the request for substitution shall be accompanied with complete physical and technical data, manufacturer's catalogue data, photographs, samples, and the address of the nearest authorized service representative, as applicable.

The decision of the engineer on "OR EQUALS" shall be final.

The requirements of General Provision 2.16 - Approved Equals also apply.

#### B. PRIOR TO BID OPENING

Substitution approvals will be considered prior to the bid opening if the bidder submits their request for substitution not less than ten (10) working days prior to the date set for bid opening. All substitution requests shall be submitted using the "Substitution Request Form" included in the bid packet and shall be sent to the individual as noted at the top of the form. Substitution requests not received by the named individual will not be evaluated and not allowed as a substitution prior to bidding. Submit all requests and product data in triplicate.

Saturday, Sunday, and holidays listed in Paragraph 2.14 of the General Provisions are excluded from the calculation of ten (10) days.

Bidders who do not receive prior written approvals of "OR EQUAL" by ten (10) days prior to bid submittal must base their bids on the items specified.

#### **B. AFTER BID OPENING**

Proposed substitution and deviation requests shall be reviewed during the time of submittal review.

Substitution and deviation requests will be received and considered only when one or more of following conditions are satisfied:

- 1. The specified product or method of construction cannot be provided within the contract period and the contractor submittal is submitted within time frame allowed.
- 2. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
- 3. The specified product or method of construction cannot be provided in a manner that is compatible with other materials.
- 4. A substantial advantage is offered to the City, in terms of cost, time, or other considerations of merit.
- 5. The product as specified includes the statement, "or equal" and one of the above conditions governs

#### **END OF SECTION**

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# **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 specifically incorporated by reference in the contract documents or not) 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, 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, and American Water Works Association (AWWA) standards.

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 Willy Kroll at (253) 405-4245 or others as the City may designate and as the construction situation may dictate. The City inspector will be responsible for ensuring that the contractor is complying with the contract plans and specifications.

- 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.
- 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.

#### **B. LABORATORY SERVICES**

Testing for quality control certification or special inspections as required by the permitting authority will be conducted by Tacoma Power and/or an independent laboratory which will be furnished and paid for by the City. Subsequent sampling and testing of rejected material shall be paid for by the contractor.

Failure of the material to achieve the specified density or standards will be just cause for rejecting any portion of, and/or all the material represented by the test. All costs associated with replacement materials, or any delays caused by such failure shall be borne by the contractor.

It shall be the contractor's responsibility to prepare test specimens as required for special inspection as required by the permitting authority or the engineer and the cost shall be incidental to the contract.

### 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; Contractor Stockpile Area as shown on plans. 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 approved by the engineer. Contractor may use an alternate area for storage of lead time material providing it is at the contractor's expense, available to the engineer for inspection or congest routine operations of the Mayfield Hydro-project.

#### 1.3 ROADWAY AND TRAFFIC CONTROL

#### A. TRAFFIC COORDINATION

All traffic controls on this project shall adhere to the latest edition of the "Manual on Uniform Traffic Control Devices." Adequate access shall be provided for local and emergency vehicular traffic through the project area at all times.

Portions of the work contemplated under this contract will require the blockage of certain roads. Tacoma Power will not be responsible for any traffic control matters. The contractor is fully responsible for coordinating with the City personnel on all matters pertaining to the movement of vehicular and pedestrian traffic past the project area, and all costs shall be incidental to the project. Rock Trucks or Haul Trucks will not be allowed; Truck and/or Trailer combinations only will be allowed.

It is the contractor's responsibility to provide all traffic control and signing for the project and all costs shall be incidental to the project.

#### B. TRAFFIC SIGNS AND SIGNALS

The contractor shall be responsible for all temporary signing or barricades placed at the job site to control traffic and protect the public from construction areas.

The supply, placement, and maintenance of all traffic controls shall be the responsibility of the contractor and shall be in accordance with the "Manual on Uniform Traffic Control Devices."

Contractor to place a minimum of eight (8) temporary "20-MPH" speed limits signs, four (4) each way to and from disposal site within Mayfield site. Signs shall be safety orange with black lettering.

#### 1.4 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.
- Emergency Site Access during Construction: Fire lanes must remain open during construction.
- 3. Contractor shall provide flagger-controlled traffic control during any road closures.

#### 1.5 SAFETY

In addition to Paragraph 3.05 "Safety" of the General Provisions, the contractor shall:

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.

#### 1.6 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.

Other work and barrier requirements as directed by the engineer to provide separation between the contractor's work area and ongoing Tacoma Power operations.

#### 1.7 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.

#### 1.8 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.

#### 1.9 POLLUTION CONTROL

The contractor shall follow all of the provisions listed in the attached Pollution and Erosion Control Plan (PECP) and corresponding appendices included in the back of this specification and maintain a copy of the plan on site whenever construction is in progress.

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.

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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.

# **END OF SECTION**

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# **SECTION 01550 – SURVEYING**

#### **PART 1 GENERAL**

#### 1.1 SUMMARY

This Section addresses the requirements for surveying, including:

- A. Benchmarks and Primary Control
- B. Temporary Baselines and Control
- C. Construction Surveys and Staking

#### 1.2 REFERENCES

Survey Control is provided on the Drawings

#### 1.3 SUBMITTALS

- A. Meet the requirements of Section 01300 Submittals and Shop Drawings
- B. Prior to commencing of work requiring contractor performed surveys, the Contractor shall submit in writing to the Engineer for approval the name. qualifications and experience of individuals assigned to do survey tasks.
- C. Record Survey Data in fully identified, standard hard-bound engineering survey field notebooks with consecutively numbered pages.
- D. Electronically generated survey data and computations shall be bound, page numbered and cross referenced in a bound field book notebook containing index for all survey data.
- E. Survey records shall be available at all times during the progress of work for the examination and use by the Engineer and copies shall be made available upon request.
- F. Provide complete documentation of computations and supporting data for progress payments.

#### 1.4 QUALITY REQUIREMENTS

- A. Meet the applicable requirements of Section 01400 Quality Control.
- B. All work shall follow recognized professional practice and the standards of the industry unless otherwise specified in the specification.
- C. The work shall be performed to the accuracy and detail as indicated therein.
- D. Notes, sketches, and other data shall be complete, recorded neatly, legible, reproducible, and organized in a manner that will allow reproduction of copies for job documentation.
- E. All computations shall be mathematically correct.
- F. Computations shall include information to identify the bid item, date, and who performed, checked, and approved the computations.
- G. Computations shall be legible, complete, and clearly document the source of all information used including assumptions and measurements made.

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- H. If a computer program is used to perform the computations, the Contractor shall provide the Engineer with the software identification, vendor's name, version number, and other pertinent data prior to beginning of survey work.
- I. Computer generated computations shall show all input including values assigned and assumptions made.
- J. All points shall be located with respect to the Datum specified on the Drawings.
- K. The elevations of permanent and temporary benchmarks shall be determined and recorded to the nearest 0.01 foot.
- L. The vertical control surveys shall be of such precision that the error of vertical closure in feet shall not exceed 0.1 times the square root of the number of miles run from the reference datum.
- M. Linear measurements shall be accurate to within 1.0 foot in 10,000 feet, unless otherwise specified in this specification.
- N. An angular error of closure for transit traverse shall not exceed 20 seconds times the square root of the number of angles turned.
- O. Unless otherwise specified, measurements for stationing and establishing the location of structures shall be made to the nearest 0.1 of a foot.
- P. Elevations for concrete work and other structures shall be determined and recorded to the nearest 0.01 foot.
- Q. Elevations for earth work shall be determined and recorded to the nearest 0.01 foot.

All surveys shall be completed by professional staff licensed to practice surveying in the State of Washington.

#### PART 2 PRODUCTS

#### 2.1 GENERAL

- A. The Contractor shall be responsible for calculation of any quantity of required equipment, materials and supplies based on the Drawings and other factors as identified by the Contractor.
- B. The Contractor shall be responsible for all costs associated with delays or material quantity shortfalls due to miscalculations or required re-work resulting from not meeting material or placement specifications.

#### 2.2 EQUIPMENT AND SUPPLIES

- A. Contractor shall be responsible for all equipment and supplies required for completion of work.
- B. Ensure that equipment for construction surveys is of quality and condition to provide the required accuracy.
- C. Maintain equipment in good working order and proper adjustment at all times.
- D. Records of calibration test, accuracy checks, and adjustments shall be maintained and available for inspection by the Engineer.
- E. Material includes all the necessary field notebooks, stakes, templates, platforms, equipment, spikes, steel pins, tools, and other items necessary to perform the work specified.

#### 3.1 EXAMINATION

Verify condition of equipment and supplies

#### 3.2 PREPARATION

Determine location of benchmarks, baselines and other primary control points indicated on the Drawings or other documentation.

Plan installation of temporary control points on site in locations that will not interfere with or be damaged by construction activities.

Establish and coordinate marking and flagging systems with Contractor and Engineer to minimize confusion and miscommunication between various site activities.

#### 3.3 PROTECTION

Ensure that control points are clearly identified in the field and adequate measures are taken to protect such points during the construction activities.

#### 3.4 FIELD QUALITY CONTROL

Meet the applicable requirements of Section 01400 – Quality Control and Section 01700 - Contract Closeout.

#### 3.5 BENCHMARKS AND PRIMARY CONTROL POINTS

- A. The benchmarks for primary control necessary to establish lines and grades needed for construction should indicated on drawings.
- B. These basslines and benchmarks shall be used as the origin of all surveys, layouts, and measurements to establish construction lines and grades.
- 1. The contractor shall take all necessary precautions to prevent the loss or damage of primary control points.
- 2. Any stakes or control points lost or damaged by construction activity will be reestablished by contractor or at contractor expense.

#### 3.6 TEMPORARY BASLELINES AND CONTROL POINTS

Temporary benchmarks, baselines, etc. shall be tied to the primary control points.

#### 3.7 CONSTRUCTION SURVEYS

Contractor performed surveys shall consist of all work necessary for:

- Establishing lines and grades.
- 2. Setting stakes as described in 3.8 below.
- 3. Performing pre-construction and final surveys for final quantities.
- 4. Performing quantity surveys, measurements, and computations for progress
- 5. Perform record survey drawings/verification.
- 6. Other surveys as needed.

#### 3.8 STAKING

A. Prior to the commencement or work on any item, the construction staking required for that item shall be completed.

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- B. Construction staking shall be completed as indicated herein or as otherwise indicated on the Drawings or as directed by the Engineer.
- C. Construction staking:
- 1. Perimeter of work areas.

# **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.

#### 1.2 SALVAGEABLE AND NONSALVAGEABLE MATERIAL

#### **B. PROPERTY OF CONTRACTOR**

Demolition, not indicated for salvage, becomes property of contractor. Such material to be 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.

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.

#### 3. All Guarantees and/or Agreements

a. All guarantees, warranties, and/or agreements for such equipment and materials as carry such guarantees.

#### 7. Final Clean Up

- a. Removal of all temporary facilities and contractor equipment.
- b. Remove labels that are not permanent.

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**

# **TECHNICAL PROVISIONS**

# **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.
- 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).
- 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 PERMITS

#### A. CONTRACTOR-FURNISHED PERMITS

- 1. The contractor shall be responsible for identifying and complying with all permits and inspections required for construction activities for permanent construction.
- 2. The contractor shall obtain separate permits or revisions of permits for any activities not covered under permits furnished by the City.
- The contractor shall perform any and all activities required to obtain the contractorfurnished permits, including contacting respective agencies, filing applications, and paying any required application fees.

#### **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.

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#### 3.1 SURFACE DRAINAGE

To the maximum extent possible, intercept and divert all drainage away from the work, and City sewer systems 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 DRAINAGE OF EXCAVATED AREAS

Provide and maintain ditches of adequate size to collect rainfall and groundwater seepage which may enter the excavations. Divert the water into sumps or drainage channels so that it can be pumped or drained out of the excavations, as approved.

#### 3.3 **CONTRACTOR'S WASTEWATER**

All water which has been polluted by materials such as sediment, oil, grease, cement and concrete, paints or chemicals used by the contractor's operation shall be disposed of in an approved manner and in accordance with all applicable permits and local, state, and federal regulations.

#### 3.4 POLLUTION CONTROL

The contractor shall follow all of the provisions listed in the attached Pollution and Erosion Control Plan (PECP) and corresponding appendices included in the back of this specification and maintain a copy of the plan on site whenever construction is in progress.

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. 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.

#### 3.5 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**

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# **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.
  - 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
  - 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

- 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 MUICIPAL 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 meet 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

#### **PART 2 EXECUTION**

1. N/A

#### **END OF SECTION**

# **SECTION 02030 - SOILS MANAGEMENT**

#### PART 1 GENERAL

Tacoma Power is confident that soils at this site are not contaminated or hazardous however if contaminants or hazardous materials are encountered the Section 02030 shall apply. Additional costs for hazardous soil management shall be handled via the Change Order process discussed in Section 01040,1.8.

#### 1.1 SECTION INCLUDES

The activities in this section shall include all work that will require handling, storage, sampling, disturbance, removal, transportation, waste designation, and/or disposal of soils.

- A. This section is to establish minimum practices to be used for the excavation, management, and disposal of soils that may be encountered, and/or generated by the contractor.
  - 1. All soils that designate as non-hazardous solid waste and that are generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-350.
  - 2. All soils that designate as a hazardous material and/or waste, and are 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:
  - Areas of excavation within the project area may contain contaminants. As such soils may require additional sampling and analysis by the contractor for determination of proper handling and disposal requirements as prescribed in paragraph B.2.
  - 2. All areas where soils will be removed, must be evaluated for potential contaminants of concern prior to beginning excavation. Soil evaluation will be consistent with the guidance and requirements identified by the Department of Ecology or Tacoma-Pierce County Health Department (TPCHD) Waste Disposal Authorization (WDA) Required Analysis/Analysis Conducted (RA/AC) standards (<a href="https://www.tpchd.org/home/showpublisheddocument/946/63743634212617">https://www.tpchd.org/home/showpublisheddocument/946/63743634212617</a> 0000), projects that occur within Pierce County.

#### 1.2 MANAGEMENT AND ANALYSIS OF WASTES

# A. SOILS

- 1. The contractor shall be responsible for the testing all soils that will be removed from the site following excavation activities to ensure appropriate handling, transportation, and disposal. Any deviation to this approach must be described in detail within the Contractor prepared "Soils Management Plan". If an alternative soil handling method is proposed the City of Tacoma Project Manager and TPCHD, projects that occur within Pierce County, must review and approve the plan prior to any soil work starting.
- 2. Soils must be sampled in accordance with the TPCHD WDA RA/AC standards (<a href="https://www.tpchd.org/home/showpublisheddocument/946/637436342126170000">https://www.tpchd.org/home/showpublisheddocument/946/637436342126170000</a>), projects that occur within Pierce County.

- 3. All samples must be transported to a Washington State Department of Ecology accredited laboratory for analysis via EPA Method SW846 - 6010B. Supplemental sampling and analysis may be required if the contractor has reason to suspect that additional contamination may be present. Refer to the aforementioned TPCHD WDA RA/AC standards for parameters and required analytical methods, projects that occur within Pierce County.
- 4. Unless determined otherwise through laboratory sampling results, all soils must be managed as a hazardous waste and handled in accordance with the standards in WAC 173-303.
- 5. If determined to be non-hazardous, soils may be managed in accordance with the standards in WAC 173-350.
- Permits, profiles or WDAs are the responsibility of the contractor and must be secured for any soils that that are removed from the site and transported for disposal.
- 7. The contractor shall report all hazardous and non-hazardous waste determinations and proposed soil disposal locations with the engineer prior to any soil transportation and/or disposal efforts are performed.

# 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**

# 2.1 GENERAL

# A. SOILS

- The contractor shall develop a Soil Management Plan for each work area where soils will be excavated, managed, and/or disturbed. The Soil Management Plan shall include:
  - a. An assessment of all potential contaminant sources (present and historical) and address all aspects of the environment local to the job site.
  - b. Based upon the potential contaminant sources, the contractor shall submit a Sampling and Analysis Plan (SAP) identifying sampling locations and proposed laboratory analyses to the engineer prior to commencement of work.

- c. All samples must but be transported to a Washington State Department of Ecology accredited laboratory for analysis via EPA Method SW846 -6010B. Supplemental sampling and analysis may be required if the contractor has reason to suspect that additional contamination may be present or requested by the Waste Disposal Authorization authority. Refer to the aforementioned TPCHD WDA RA/AC standards for parameters and required analytical methods, for projects occurring within Pierce County.
- d. The contractor shall utilize all data generated via the Sampling and Analysis Plan to characterize any soils that may be reused or transported from the site for disposal. All proposed waste characterizations will be submitted to the Project Engineer prior to any waste transportation and/or disposal efforts are performed.
- e. The contractor shall be responsible for the application and management of all necessary waste management, transportation, and disposal permits.
- f. The contractor shall be responsible for all logistics and coordination with disposal vendors, transportation providers, and disposal locations.
- g. Upon completion of work, including demobilization, the contractor shall prepare a Post-Soil Management Plan, which provides a summary of the actions performed, and identifies any issues encountered. The Post-Soil Management Plan shall be submitted to the engineer upon completion of operations.
- h. The City will not make final payment for work until the engineer has received and reviewed the Post-Soil Management Plan.

# **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.
  - All non-hazardous solid wastes generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-350.
  - 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:
  - 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

- 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.
- 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.

# **EN END OF SECTION**

# **SECTION 02100 - DEMOLITION**

#### **PART 1 GENERAL**

# 1.1 SECTION INCLUDES

- A. Preparation for Demolition
- B. Demolition
- C. Damaged Work
- D. Preparation for Cutting and Patching
- E. Protection

#### 1.2 REGULATORY REQUIREMENTS

- A. Comply with City of Tacoma codes, ordinances, and other applicable regulatory requirements
- B. Obtain permits required by authorities for dust control, and disposal of debris
- C. Maintain project egress, fire, and life safety systems at all times

#### 1.3 PROJECT CONDITIONS

Conduct work to minimize interference with City occupied areas and adjacent areas and to prevent damage to existing finishes, construction, and systems to remain

#### PART 2 PRODUCTS

#### 2.1 SALVAGE

Demolition, not indicated for salvage, becomes property of contractor. Removed from site at contractor's expense. The contractor shall dispose of the waste at a legal permitted dump site or facility.

# PART 3 EXECUTION

The contractor shall remove all features indicated for removal on the drawings and plans.

Except for any items specifically identified, all removed materials from this project will be the property of the contractor.

# 3.1 PREPARATION FOR DEMOLITION

- A. Reduce spread of dust, odors, and noise into City occupied areas to lowest practical levels.
- B. Install barriers and shoring to protect existing structure, finishes, materials, utilities, and systems not to be demolished.
- C. Provide temporary signage as applicable for life safety, including building exits, directional paths, and signs warning of dangerous conditions

#### 3.2 DEMOLITION

- A. Demolish in an orderly and careful manner to protect existing work to remain.
- B. Any slurry generated by sawcutting shall be collected by a wet-vacuum.

- C. Remove demolition materials as work progresses. Upon completion, leave areas in clean condition.
- D. Transport demolition debris off site and dispose in a legal manner.

# 3.3 DAMAGED WORK

Repair any portion of work damaged during demolition. Replace entirely where repair is not practical or satisfactory to meet original condition of work

# 3.4 PREPARATION FOR CUTTING AND PATCHING

- A. Cut, move, or remove items as necessary for access to alteration work. Replace and restore at completion.
- B. Remove unsuitable materials as required to provide suitable substrate and construction for typing in new work.
- C. Remove debris and abandoned items, not designated for salvage.
- D. Remove expose-to-view items serving no useful purpose, such as abandoned piping, conduit, and wiring.
- E. Clean and prepare surfaces to provide proper installation and application of new work.

# 3.5 PROTECTION

Protect existing construction to remain, including systems, finishes, and equipment from damage during construction.

# **END OF SECTION**

# **SECTION 02200 - EARTHWORK**

#### PART 1 GENERAL

# 1.1 SECTION INCLUDES

- A. Site Clearing
- B. Grading and Excavation
- C. Trenching
- D. Bedding
- E. Backfill and Compaction
- F. Control Density Fill (CDF)
- G. Underground Marking Tape

# **PART 2 PRODUCTS**

# 2.1 AGGREGATE MATERIALS

- A. Gravel Backfill for Walls Standard Specification Section 9-03.12(2)
- B. Crushed Surfacing Standard Specification Sections 9-03.9(3) and 9-03.9(4)
- C. Pipe Zone Bedding Material—Standard Specification Section 9-03.9(3) (Crushed Surfacing Top Course)
- D. Quarry Spalls Latest Standard Specification 9-13.1(5) and 9-13.4

# 2.2 CONTROLLED DENSITY FILL (CDF)

Controlled density fill (CDF) material for trench cover on HDPE, PVC, or ductile iron pipe with less than 24-inch as a cover, not including asphalt, shall conform to the following specifications:

- A. Portland Cement Type I-II AASHTO M85
- B. Mineral filler admixtures, pozzolans or fly ash (ASTM C618, Class F)
- C. Aggregate Everett washed coarse sand No. 2

CDF shall be used in the following portions for one (1) cubic yard. Batch weights may vary depending on the specific weight of aggregates:

Portland Cement 50 lbs./yd.3
Fly Ash 250 lbs./yd.3
Everett No. 2 washed coarse sand 3,700 lbs./yd.3

# 2.3 UNDERGROUND MARKING TAPE

Underground marking tape shall consist of inert polyethylene plastic, 4-mil thickness, which is impervious to all known alkalis, acids, chemical reagents, and solvents likely to be encountered in the soil, with a metallic foil core to provide the most positive detection with pipeline locators.

The tape shall be color-coded and shall be imprinted continuously over its entire length in permanent black ink. The message shall convey the type of line buried below and shall also have the word "CAUTION" prominently shown. Color-coding of the tape shall be as follows:

Utility Tape Color

Water Drainage Blue Electrical Red

Communication Orange

The width of the tape shall be as recommended by the manufacturer for the depth of the installation.

# **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, road ballast, bank run gravel, and a crushed surfacing top course shall be applied at the locations shown on the drawings and further specified in these specifications. Soil sterilant shall be applied prior to installing ballast.

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 Mayfield Hydro-Project at the contractor's request. This dump site is nearby 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 grading limits.

Open burning of cleared materials will not be allowed.

#### A. CLEARING

- 1. Fell trees only within the area to be cleared.
- 2. Close-cut parallel to the slope of the ground all stumps to be left in the cleared area outside the slope stakes.
- 3. Close cut all stumps that will be buried by fills 5-feet or less in depth.
- 4. Follow these requirements for all stumps that will be buried by fills deeper than 5-feet from the top, side, or end surface of the embankment or any structure and are in a location that will not be terraced as described in Section 2-03.3(14)
- Close-cut stumps under 18-inches in diameter to no more than 12-inches above original ground level.

- b. Trim stumps that exceed 18-inches in diameter to no more than 12-inches above original ground level.
- 5. Leave standing any trees or native growth indicated by the Engineer or Inspector.
- 6. Thin clumps of native growth as the Engineer may direct.

The Contractor shall dispose of all debris in accordance with Section 2-01.2(2).

# 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 of the site preparation work 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.

Excavated material deemed suitable for site filling and/or grading will be used as for site filling and/or grading as directed by the engineer. Material deemed unsuitable for site filling and grading shall be stockpiled at a site within the Mayfield project limits and the cost incidental to the contract.

Correct areas over-excavated as directed by the engineer or his 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 required for backfill.

Excavation including all work, and expense involved in the construction, placing, and subsequent removal of shoring, cribs, casings, and cofferdams shall be incidental to the site work.

#### 3.4 TRENCHING

Trench excavation along roadways shall be loaded directly onto trucks. Trench excavation shall not be stockpiled along the trench or on paved areas unless approved by the inspector. The use of of haul trucks will be <u>prohibitied</u> on the Mayfield hydroproject.

Alignment and grade stakes will be provided by Tacoma Power. The contractor shall provide a minimum of 5 working days' notice for staking. Request for survey shall be made through Willy Kroll, Tacoma Power Construction Coordinator at (253)405-4245. The contractor shall use a string line and scissor stick to maintain true grade, and alignment between stakes. Use of electronic leveling device for grade and alignment shall be at the discretion of the inspector where string line is impractical.

All trenches shall be sufficiently true to line and grade to permit accurate alignment of pipe, foundations and trench and shall be as nearly rectangular in section with reasonable sheeting and bracing as the ground requires and shall clear the side of the pipe sufficiently to permit proper tamping of the pipe or foundation bedding.

If the trench bottom is deemed unsuitable by the engineer for supporting the pipe, the unsuitable material shall be removed and disposed of and crushed rock shall be placed for pipe or foundation bedding as directed by the engineer.

The contractor shall keep the dust from their operations under control at all times to prevent nuisances.

Boulders or rocks shall be entirely removed or cut to full trench width and 12-inches below grade.

Where pipe or foundation is to be laid on fill, all top soil and debris shall be removed from the existing ground and the fill made of suitable material thoroughly compacted to pipe grade by methods approved by the engineer.

The contractor shall provide all necessary bridges for the proper handling of traffic over the trench and shall provide access to private property where required.

The contractor shall provide adequate cross drainage and prevent flooding of the trench.

The contractor shall furnish a trench safety system at all locations where required by Washington State Law and as approved by the engineer. This section applies to utility line installation more than 4-feet in depth in accordance with Washington Industrial Safety Health Administration (WISHA) requirements. The contractor may use other protection measures which meet the open pit requirements of Section 2-09.3(3) of the Standard Specifications. Any additional excavation required by this method shall be at the contractor's expense. Excavation and shoring for utility installation or other structures shall be considered incidental to the appropriate bid item.

The trench excavation safety system shall be installed in accordance with WISHA requirements and shall provide adequate working room.

If the contractor chooses to slope this trench outside the payment limits in lieu of installing shoring, the Contrator shall backfill and pay for all backfill, etc., beyond the limit lines.

#### 3.5 DEWATERING OF TRENCH

The contractor is responsible for having proper and operational equipment for dewatering. The contractor will have operational equipment on site prior to main shutdown. The cost of all labor, equipment and materials for dewatering shall be included in the various bid items of the contract and specifications. No additional compensation will be made for dewatering.

The contractor is responsible for keeping excavations free from water during construction and disposing of the water in a manner that will not cause injury to public or private property, or to cause a nuisance or menace to the public. The contractor shall maintain dry working conditions at all times and under all conditions.

Groundwater flowing toward or into excavations shall be controlled to prevent sloughing of excavation walls, boils, uplift, and heave in the excavation, and eliminate interference with orderly progress of construction. While the excavation is open, the water level shall continuously be maintained at least two (2) feet below the working level. The control of groundwater shall be such that softening of the bottom of excavations, or formation of "quick" conditions or "boils" during excavation shall not occur. The contractor is responsible for all foundation material required due to lack of dewatering efforts.

All costs associated with dewatering shall be incidental to Section 02200 – Earthwork of this specification

#### 3.6 BEDDING

Bedding material around buried pipes to include water service, storm, sanitary sewer, drain lines, HVAC piping, and electrical and communication conduits shall have a minimum 3-inch over and 6-inch under protective layer when installed. The remaining utility trench shall be backfilled with engineer approved on-site materials or backfill material as listed under Part 2 of this Section.

Bedding and backfill material specified under Part 2.1 of this Section shall be compacted to 95-percent of maximum modified proctor density in accordance with ASTM 1557-D.

All loose surface stones 2-inches and over, placed after backfilling operations shall be raked and removed.

#### 3.7 BACKFILL AND COMPACTION

The contractor shall use a (minimum) 6-ton compactor/roller to achieve compaction of all areas requiring cut prior to installing the subgrade foundation materials. All subgrade beneath slabs shall be compacted to a depth of 24-inches from the bottom of the slab.

The scarified and moisture-conditioned subgrade and subsequent structural fill placed beneath any slabs-on-grade 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 building backfill when approved by the engineer. If the excavated material is found to be unsuitable for backfill, the unsuitable materials shall be properly disposed of.

Should material be deemed unsuitable for backfill of any kind, the material must be stored on-site until it can be tested by the City. The City has provided a Contractor Stockpile Area on the west end of the Mayfield Hydro-Project in which to dispose and stockpile excavated and backfill materials. Any portion of excavated material deemed surplus or deleterious shall be removed off-site and paid for under Force Account.

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 in all trenches and in backfill around structures 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.

# 3.8 CONTROL DENSITY FILL (CDF)

Piping to receive CDF backfill shall be suspended at final grades with pipe supports at a minimum of 3-feet 0-inches O.C. or as directed by the engineer. The contractor shall consolidate all CDF with concrete vibrator to ensure pipe is completely surrounded by CDF.

# 3.9 UNDERGROUND MARKING TAPE

The contractor shall provide an approved underground marking tape to mark all underground utilities and conduit lines installed as part of this contract. The underground marking tape shall extend the full length of each such line and shall be placed 12-inches below finish grade.

# **END OF SECTION**

Section 02200
Mayfield – Cove Lane Culvert & Bank Remediation PG24-0011F

# **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 of Aluminum Box Culvert (ALBC) and directly behind Concrete Segmental Retaining Wall shall meet the requirements of Section 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 base course for roadbed and driveways and 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 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.

# 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 8-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 or 90-percent density per AASHTO T180.

# **B. CRUSHED SURFACING (FOUNDATIONS)**

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 precast blocks, cast-in-place concrete 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.

Section 02231
DRAFT Master Technical Provisions (4/30/07)

# C. CRUSHED SURFACING (ROADBEDS)

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 5/8 minus crushed surfacing shall be spread uniformly over a continuous layer of non-woven geotextile fabric throughout the construction areas (i.e., roadbeds) to a minimum depth of 3-inches to establish the design grades shown.

# **END OF SECTION**

Section 02231 DRAFT Master Technical Provisions (4/30/07)

# **SECTION 02246 - GEOTEXTILE**

#### **PART 1 GENERAL**

#### 1.1 SECTION INCLUDES

Work shall include all items necessary for the placement of geotextile fabric 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.

#### 1.2 RELATED SECTIONS

- A. Section 03320 Concrete Segmental Retaining Wall System.
- B. Section 02510 Asphaltic Concrete Paving
- C. Section 13011 Aluminum Box Culvert (ALBC)

#### 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. BACKFILLING

Geotextile fabric used for backfilling activities such as the ALBC or block wall shall be non-woven Typar 3501 or US-180NW, AASHTO class M288 or approved alternative in accordance w/ Section 9.33.2(1) of the Standard Specification.

# B. ROADBED

Geotextile fabric used for building up roadbed shall be woven ACF-200 or US\_200 or approved alternative in accordance w/ Section 9.33.2(1) 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 woven geotextile fabric along road 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.

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- 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 I all directions beyond damaged area. Damaged geotextile fabric shall be replaced at no expense to the City.
- G. The geotextile fabric shall be placed on the prepared grade immediately prior to the placement of aggregate or rock products.
- H. Equipment will not be allowed to operate directly on or cross the exposed geotextile fabric.

# **END OF SECTION**

Section 02246

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# **SECTION 02270 - RIP RAP**

# **PART 1 GENERAL**

#### 1.1 SECTION INCLUDES

Work shall include temporary and permanent placement of riprap as directed by the engineer and as shown on plans.

#### 1.2 REFERENCES

Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction sections 9-13.1 and 9-13.4.

# 1.3 DESCRIPTION

Temporary quarry spall riprap will be placed in the existing drainage ditch of roadway to temporarily extend the drive lane during construction.

Permanent quarry spall riprap will be placed on the existing banks with only limited preparation at the toe of block wall and culvert foundations as directed by the engineer. It shall be the Contractor's responsibility to place riprap armor on all disturbed areas as directed by the engineer.

# **PART 2 PRODUCTS**

All material will come from Washington State certified sources.

#### PART 3 EXECUTION

#### 3.1 GENERAL

- A. Because of site conditions, the riprap will all be machine placed utilizing an excavator bucket or similar equipment. End dumping of riprap over the bank will not be permitted. All equipment must remain on the top of the bank. Only the excavator's bucket or similar equipment will be allowed to reach into the area considered below the normal high-water mark.
- B. All vehicles and equipment utilized for this project will have oil absorption pads present with them to immediately contain any oil leaks.

# **END OF SECTION**

# **SECTION 02510 - ASPHALTIC CONCRETE PAVING**

# **PART 1 GENERAL**

#### 1.1 SECTION INCLUDES

- A. Asphaltic Concrete Paving
- B. Tack Coat
- C. Geotextile Fabric

# **PART 2 PRODUCTS**

# 2.1 MATERIALS

- A. Hot Mix Asphalt shall be Class ½" PG58H-22 or other mix design as approved by the Engineer. Follow Standard Specification Section 5-04 Hot Mix Asphalt as specified below.
- B. Tack coat as required for overlays or meet lines shall be CSS-1 or engineer approved equal.
- C. Geotextile fabric ACF-200, US-200, or equivalent.

# C. 5-04.2(2) MIX DESIGN – OBTAINING PROJECT APPROVAL

The Contractor shall submit each HMA mix design to the Contracting Agency on WSDOT Form 350-042. The Contractor shall provide a mix design based upon 3 million ESAL's.

No paving shall begin prior to the HMA mix design acceptance by the Engineer for the Job Mix Formula (JMF) that will be used for the same paving. The Contracting Agency will evaluate HMA mix design submittals according to Visual Evaluation per Table 1. The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and must be made in accordance. With Section 9-03.8(7).

Mix design for HMA shall have the aggregate structure and asphalt binding content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Section 9-03.8(2) and 9-03.8(6). The Contractor shall determine anti-strip additive requirements for the HMA and submit laboratory test data for anti-stripping and rutting in accordance with the following options:

- Hamburg Wheel track Test and Section 9-03.8(2), or
- Tensile Strength Ratio (TSR) Test per AASHTO T 283, or
- Previous WSDOT Lab mix design verification test data and stripping evaluation, per the Engineer's discretion and as stated below.

With the HMA mix design submittal the Contractor shall provide one of the following mix design verification certifications for Contracting Agency review:

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.

 The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.\*\*

\*\*The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO resource proficiency sample program.

At the discretion of the Engineer, the Contracting Agency may accept verified mix designs older than twelve (12) months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

For the use of Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use. Commercial HMA can be accepted by a contractor certificate of compliance letter stating the material meets the HMA requirements defined in the Contract.

# D. 5-04.2(2) USING HMA ADDITIVES.

The Contractor may, at the Contractor's discretion, elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives, and foaming processes. The use of Additives is subject to the following:

 Do not use additives that reduce the mixing temperature in the production of High RAP/Any RAS mixtures.

Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additives and process.

# PART 3 EXECUTION

- A. Follow Standard Specification Section 5-04.3 Construction Requirements and specified below.
- B. No traffic shall be allowed on any newly placed pavement without the approval of the Engineer.

# C. 504.3(4)C PAVEMENT REPAIR.

Pavement repair shall be in accordance with the City of Tacoma Right-of-Way Restoration Policy found at:

https://www.cityoftacoma.org/government/city\_departments/public\_works/right-of-way

Pavement repair consists of asphalt concrete saw-cutting, removing asphalt concrete pavement, removing crushed surfacing and subgrade, and installing Construction Geotextile for Separation, placing crushed surfacing top course over the Construction Geotextile, and HMA in accordance with the Contract or as directed by the Engineer

Pavement repair excavation may also be performed using a milling machine of a type that has operated successfully on work comparable with that to be done under the Contract and shall be approved by the Engineer prior to use. If a milling machine is used for excavation, after the removal of the asphalt, the base material will be evaluated by the Engineer to determine if it is suitable. If the base is determined not to be suitable, the Contractor shall remove the base material and restore the sub-grade in accordance with Section 2-06 and the Plans, regardless of the method used for excavation.

Estimated plan quantities for pavement repair are approximate and are provided for bidding purposes only. The actual dimensions to be used will be verified by the Engineer

at the time of construction. Contrary to Section 1-04.6, no changes to the unit prices bid for the various items will be permitted due to any increase or decrease in the amount of pavement repair.

Payment for pavement repair shall be by the unit Bid prices according to the Contract for all materials, labor, and equipment required to complete the pavement repair.

Items not included in the Proposal shall be paid for according to Section 1-04.1(2).

# D. 5-04.3(6) MIXING

The asphalt supplier shall add anti-stripping additive to the liquid asphalt prior to shipment to the asphalt mixing plant. The Contractor shall submit the anti-striping additive amount and the manufacturer's certification, together with the HMA mix design submittal in accordance with Section 5-04.2. Paving shall not begin before the anti-striping additive submittal is accepted by the Engineer.

# E. 5-04.3(7) SPREADING AND FINISHING

Placement temperature of the mixture shall be within the temperature range identified in the approved PHMA submittal.

As part of comprehensive Paving Plan, the Contractor shall attempt to stagger the truck loads of HMA by 15-20 minutes in between each loading and delivery to eliminate or minimize any idling or waiting times of subsequent HMA loads. Staggering the truck deliveries of HMA will minimize temperature loss of HMA to ensure continual application of HMA at optimal temperature to achieve successful compaction of the HMA.

# F. 5-04.3(9) HMA MIXTURE ACCEPTANCE

The Contracting Agency will evaluate the HMA mixture by nonstatistical or visual evaluation as determined from the criteria in Table 7 or as determined by the Engineer.

# G. 5-04.3(9)A TEST SECTIONS

At the start of paving, if requested by the Contractor, a compaction test section shall be constructed as directed by the Engineer to determine the compactibility of the mix design. Compactibility shall be based on the ability of the mix to attain the specified minimum density (91 percent of the maximum density determined by WSDOT SOP 729, and FOP for AASHTO T 209).

Following determination of compactibility, the Contractor is responsible for the control of the compaction effort. If the Contractor does not request a test section, the mix will be considered compactible. See also Section 5-04.3(10)C2. The Contractor shall also construct a test section when requested by the Engineer. Test sections that are in complete compliance with the requirements of Section 5-04 can be incorporated into the Work and shall be included in the quantities for related Bid Items; otherwise, the Contractor shall remove the defective pavement in failed test sections as determined by the Engineer and at no cost to the Contracting Agency. The Contracting Agency will only pay for HMA pavement that is accepted and incorporated into the project at the discretion of the Engineer. See also Section 5-04.3(10)C2.

The Contractor shall also construct a test section when requested by the Engineer. Test sections that are in complete compliance with the requirements of Section 5-04 can be incorporated into the Work and shall be included in the quantities for related Bid Items; otherwise, the Contractor shall remove the defective pavement in failed test sections as determined by the Engineer and at no cost to the Contracting Agency. The Contracting Agency will only pay for HMA pavement that is accepted and incorporated into the project at the discretion of the Engineer. See also Section 5-04.3(10)C2.

The purpose of a test section is to determine whether or not the Contractor's mix design and production processes will produce HMA meeting the Contract requirements related to mixture. Construct HMA mixture test sections at the beginning of paving, using at least 100 tons and a maximum of 800 tons or as specified by the Engineer. Each test section shall be constructed in one continuous operation.

# H. 5-04.3(9)B MIXTURE ACCEPTANCE – STATISTICAL EVALUATION

- 1. Flatness: Maximum variation of 1/4-inch measured with 10-foot straight edge.
- 2 Scheduled compacted thickness: Within 1/4-inch.
- 3. Variation From True Elevation: Within 1/2-inch.
- I. 5-04.3(9)B MIXTURE ACCEPTANCE NONSTATISTICAL EVALUATION
- J. 5-04.3(9)B1 MIXTURE STATISTICAL EVALUATION LOTS AND SUBLOTS)

# K. 5-04.3(9)B1 MIXTURE NONSTATISTICAL EVALUATION – LOTS AND SUBLOTS

For HMA in a structural application, sampling and testing for total project quantities less than 400 tons is at the discretion of the engineer. For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed:

- 1. If test results are found to be within specification requirements, additional testing will be at the engineer's discretion.
- 2. If test results are found not to be within specification requirements, additional testing as needed to determine a CPF shall be performed.
- 3. For a mixture lot in progress with a mixture CPF less than 0.75, a new mixture lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.
- 4. If, before completing a mixture lot, the Contractor requests a change to the JMF which is approved by the Engineer, the mixture produced in that lot after the approved change will be evaluated on the basis of the changed JMF, and the mixture produced in that lot before the approved change will be evaluated on the basis of the unchanged JMF; however, the mixture before and after the change will be evaluated in the same lot. Acceptance of subsequent mixture lots will be evaluated based on the changed JMF.

# L. 5-04.3(9)E MIXTURE ACCEPTANCE – NOTIFICATION OF ACCEPTANCE TEST RESULTS

The Contracting Agency will endeavor to provide written notification (via email to the Contractor's designee) of acceptance test results within 24 hours of the sample being made available to the Contracting Agency. However, the Contractor agrees:

- 1. Quality control, defined as the system used by the Contractor to monitor, assess, and adjust its production processes to ensure that the final HMA mixture will meet the specified level of quality, is the sole responsibility of the Contractor.
- 2. The Contractor has no right to rely on any testing performed by the Contracting Agency, nor does the Contractor have any right to rely on timely notification by the Contracting Agency of the Contracting Agency's test results (or statistical analysis thereof), for any part of quality control and/or for making changes or correction to any aspect of the HMA mixture.
- The Contractor shall make no claim for untimely notification by the Contracting Agency of the Contracting Agency's test results (or statistical analysis thereof).

# M. 5-04.3(10)B HMA COMPACTION - CYCLIC DENSITY

# N. 5-04.3(10)C1 HMA COMPACTION STATISTICAL EVALUATION – LOTS AND SUBLOTS

This section is deleted.

# O. 5-04.3(10)C2 HMA COMPACTION STATISTICAL EVALUATION – ACCEPTANCE TESTING

# P. 5-04.3(10)C2 HMA COMPACTION NONSTATISTICAL EVALUATION – ACCEPTANCE TESTING

Compaction tests will be performed at a minimum of 6 various locations, as determined by the Engineer. The locations will be determined by the stratified random sampling procedure conforming to WSDOT Test Method T 716. For an area in progress with a CPF less than 0.75, a new compaction sequence will begin at the Contractor's request after the Project Engineer is satisfied that material conforming to the Specifications can be produced. The Compaction Test Procedures will be provided to the Contractor by the Contracting Agency at the Pre-Construction Conference or a Pre-Paving Meeting, prior to the placement of HMA material on site.

Cores may be used as an addition to the nuclear density gauge tests. When cores are taken by the Engineer at the request of the Contractor, the request shall be made by noon of the first working day following placement of the mix. The Engineer shall be reimbursed for the coring expenses.

The Engineer will inform the Contractor of field compaction test results as work is being performed. Formal Test Report(s) will be provided to the Contractor within three (3) Working Days.

HMA for preleveling shall be compacted to the satisfaction of the Engineer.

Verify that subgrade and base are compacted, and that gradients and elevations of base are correct.

- 1. Do not place asphalt when ambient air or base surface temperature is less than 40° Fahrenheit or surface is wet or frozen.
- 2. Apply tack coat to contact surfaces of curbs and gutters, and adjacent pavement surfaces.
- Protect pavement from mechanical injury until surface temperature is less than 140° Fahrenheit

#### Q. TOLERANCES

- 1. Flatness: Maximum variation of 1/4-inch measured with 10-foot straight edge.
- 2 Scheduled compacted thickness: Within 1/4-inch.
- Variation From True Elevation: Within 1/2-inch.

# R. CONSTRUCTION DETAILS

The instruction of the engineer shall, at all times, be followed. Whenever working within the public right-of-way, the directions and standards of the Lewis County Department or their inspector shall be followed.

The contractor shall not perform excessive demolition beyond that necessary for the required work and shall not be paid for repair of any excessive or accidental damage done. It is the responsibility of the contractor to inform the inspector of his intended demolition work prior to commencement.

Subgrade shall be prepared in accordance with Section 2-06 of the Standard Specifications. Soil sterilant shall be applied as approved by the engineer.

Where the asphalt concrete surfacing is to abut existing asphalt, the meet line shall be straight and vertical. The contractor shall cut the edges straight and vertical in those areas directed by the engineer.

The edges of meet line and where paving over existing concrete shall be painted with diluted asphalt of CSS-1 emulsion prior to placing asphalt concrete. After asphalt has been placed, these meet lines shall be painted with cutback asphalt of CSS-1 emulsion and covered with clean dry sand.

#### **END OF SECTION**

# **SECTION 02660 – WATER DISTRIBUTION PIPING**

# **PART 1 GENERAL**

#### 1.1 SUMMARY

This section includes water distribution piping, fire hydrants, valves and miscellaneous fittings.

#### 1.2 DEFINITIONS

# A. WATER DISTRIBUTION PIPE

A pipe on the premises that conveys water from the storage tanks or meter to the points of service.

# B. WATER SERVICE PIPE

The pipe from the main or other source of potable water supply to the point of service location.

D. Pipe sizes used in this standard are nominal pipe size (NPS).

#### 1.3 SUBMITTALS

- A. Product Data: Three (3) required, for each piping specialty and valve specified.
- B. Certification of Compliance: Certification of Compliance with ASME and UL fabrication requirements specified below.
- C. Test Reports: Test reports specified in Part 3 of this Section.
- D. Maintenance Data: Maintenance data for each piping specialty and valve specified for inclusion in Maintenance Manual specified Division 15 Section - "Basic Mechanical Requirements."

#### 1.4 QUALITY ASSURANCE

# A. MANUFACTURER'S QUALIFICATIONS

- 1. Manufacturer shall have a minimum of five (5) years' recent experience producing HDPE pressure pipe and fittings for at least the specified sizes and lengths and shall be able to submit documentation of at least five (5) installations in satisfactory operation for at least five (5) years.
- 2. HDPE pipe and fittings manufacturers and distributors shall be listed as current members of the Plastic Pipe Institute (PPI).
- 3. Fusion operators shall have received current training and certification per PPI TN-42.
- 4. Ductile iron pipe and fittings shall be manufactured in accordance with ANSI A21.51, Ductile Iron Pipe Centrifugally Cast in Metal molds or Sand-Line Molds for Water or Other Liquids and be made of ductile iron having a minimum tensile strength of 60,000-psi, a minimum yield strength of 42,000-psi and 10 percent minimum elongation.

# 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Ship and store in accordance with manufacturer's recommendations.
- B. Inspect all materials during unloading process and before installation.

- C. Notify City of any cracked, flawed or otherwise defective material. Remove all materials from site that are found to be unsatisfactory. Sections of pipe with cuts and gouges exceeding ten (10) percent of the pipe wall thickness or kinked sections shall be removed and the ends rejoined.
- D. Handle pipe in a manner that does not over stress the pipe. Vertical and horizontal curves shall be limited so that wall stresses do not exceed fifty (50) percent of yield stress for flexural bending of the pipe. If the pipe is buckled or otherwise damaged, the damaged section shall be removed and replaced by the contractor at their expense. Use rollers to move system: avoid dragging system on ground or over sharp objects.

# **PART 2 MATERIALS**

#### 2.1 DISTIBUTION PIPE

- A. All 8-inch diameter water pipe shall be HDPE PE4710 DR9, unless noted otherwise in he plans. All HDPE pipe shall and meet AWWA C901 or C906, NSF No. 61 and ASTM F714. HDPE pipe shall conform to Blue-Stripe AWWA C906 pipe. HDPE pipe shall be butt-fusion type. HDPE pipe shall have Flange/MJ Adapters butt-fused when transitioning to or from ductile iron. Pipe must be manufactured in accordance with AWWA standards and certified for use in domestic water systems.
- B. The water service connection pipe shall be Schedule 80 polyvinyl chloride (PVC). All Schedule 80 PVC pipe shall be manufactured in strict compliance to ASTM D1784 and D2665 standards. The pipe shall carry the National Sanitary Foundation (NSF) seal of approval for potable water applications. All pipe shall be stored indoors after production at the manufacturing site until shipped from factory.
- C. 'Ductile iron' portions of the distribution system as noted in the plans, shall be 6-inch diameter centrifically cast Class 52 water pipe. Ductile iron pipe shall be designed in accordance with ANSI A21.50, using 60,000-psi tensile strength, 42,000-psi yield strength and 10-percent elongation. Contractor supplied ductile iron pipe shall be Mechanical Joint (MJ) type with cement mortar lining meeting the requirements of AWWA C104... All work to install ductile iron shall be in accordance with ANSI/AWWA C151, Installation of Ductile Iron Water Mains and their Appurtenances. All materials shall conform to American Water Works Association (AWWA, Ductile Iron Pipe Research Association (DIRPA) and Plastic Pipe Institute (PPI). Acceptable manufacturers include:
  - a. McWane Cast Iron Pipe Company
  - b. American Cast Iron Pipe Company
  - c. Pacific States Cast Iron Pipe Company
  - d. US Pipe and Foundry Company
- D. All connections to gate valves, shall be Mechanical Joint (MJ) type.
- E. HDPE Flanged and Mechanical Joint (MJ) adapters shall be attached to pipe and fitting using butt-fusion.
- F. Pipe and fittings shall be installed using procedures recommended by the manufacturer.

#### 2.2 SERVICE CONNECTION

Service Connection shall consist of transition from 8-inch HDPE to 4-inch diameter pipe of unknown material. Configuration of transition will be field designed after Point of Connection (P.O.C.) is identified and exposed.

#### 2.3 FITTINGS

- A. Unless noted otherwise, all 8-inch distribution fittings shall be HDPE PE 4710 butt-fusion type. Butt fusion fittings shall be manufactured in accordance with ASTM D3261 and have a Pressure Rating (PR) equal to the HDPE DR9 pipe unless otherwise specified in the plans. Fabricated fittings are to be manufactured using Data Loggers. All fittings shall be suitable for use as pressure conduits, and per AWWA C906 standards.
- B. Flanged and Mechanical Joint (MJ) fittings shall be ductile iron. All ductile iron fittings shall conform to the latest revision of ANSI/AWWA C153, American Standard for Ductile-Iron Compact Fittings. All work to install ductile iron shall be in accordance with ANSI/AWWA C151, Installation of Ductile Iron Water Mains and their Appurtenances.
- C. HDPE pipe and fittings may be joined together using Flanges or Mechanical Joint (MJ) adapters. Flange/MJ adapters shall be PE 4710 HDPE. Flanges/MJ adapters shall be manufactured in accordance with ASTM D3261 standards. The flanges/MJ adapters shall be aligned and centered relative to the pipe. Flanges/MJ adapters should be square with the valve or other flange before tightening of bolts. Bolts should not be used to draw flanges into alignment. Bolt threads shall be lubricated, and flat washers shall be used under flange nuts. Bolts shall be tightened using a "star tightening pattern", see manufacturers' recommendations. Twenty-four (24) hours after first tightening the flange bolts, they must be re-tightened using the same "star tightening pattern" used above. Final torque shall be as indicated by the manufacturer.
- D. High Density Polyethylene (HDPE) pipe and fittings may be joined together using approved electrofusion couplings. HDPE electrofusion fittings shall be PE 3608 or PE 4710 HDPE and manufactured in accordance with ASTM F1055 standards. All Electrofusion fittings shall have Pressure Rating (PR) equal to the pipe unless otherwise specified on the plans. All electrofusion fittings shall be suitable for use as pressure conduits in accordance with AWWA C906 standards.
- E. Ductile iron pipe and fittings shall be joined together using Mechanical Joint (MJ) and shall be installed and bolts tightened in the sequence and torque specifications published in <u>A Guide for the Installation of Ductile Iron Pipe</u> by the Ductile Iron Pipe Research.
- F. All Cast Iron and/or Ductile Iron fittings shall conform to the latest ANSI/AWWA C110 specifications or ANSI/AWWA C153 for Mechanical Compact Ductile Iron Class 350 Fittings. All fittings shall have either cement-mortar lining conforming to ANSI/AWWA C104 or fusion bonded epoxy internal lining per ANSI/AWWA C153. Mechanical joint glands supplied with the above fittings shall be ductile iron in accordance with the above specifications. The mechanical joint fittings/pipe shall be installed, and bolts tightened in the sequence and to the torque specified in DIRPA published by Ductile Iron Pipe Research Association.
- G. All flanged connections shall be made using Teflon ring gaskets.

# 2.4 MECHANICAL JOINT RESTRAINT

- A. The mechanical joint restraint shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe increasing its resistance as the pressure increase.
- B. Flexibility of the joint shall be maintained after burial.
- C. Glands shall be manufactured of ductile iron conforming to ASTM A536-80.
- D. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA C111/A21.11 and ANSI/AWWA C153/A21.53 of the latest revision.

- E. Twist-off nuts, sized same as tee-head bolts, and shall be used to insure proper actuating of restraining devices.
- F. The mechanical joint restraint device shall have a working pressure of at least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron, Inc., Megalug, or approved equal.
- G. For mechanical joint fittings, full lengths of pipe must be installed on outer side of tees, ells, reducers, or assemblies as directed by the engineer.

#### 2.5 VALVE BOXES

- 1. Gate valves along the HDPE water mains shall have a 6-inch minimum I.D. cast iron adjustable valve box, Star Pipe Products Model 045
- Valve lid shall be secured to box so that a wrench or special tool is required for lid removal.
- 3. Place supporting bricks under valve box so valve box does not bear directly on valve. All boxes shall be set plumb.

# 2.6 FIRE HYDRANT LATERALS

A. Laterals for Fire Hydrants shall be 6-inch Ductile Iron, class 52 and restrained with Mega Lugs. All ductile iron pipe shall meet AWWA C151 specifications. Fittings shall conform to the latest revision of ANSI/AWWA C153.

# 2.7 FIRE HYDRANT

Fire hydrant furnished under these specifications shall conform to the ANSI/AWWA C502, Specifications for Dry-Barrel Fire Hydrants, with the following limitations and exceptions:

- A. Drawings: Drawings shall be of adequate size showing principal dimensions, material, and finish.
- B. Acceptable Products:
  - a. Mueller "Super Centurion 250"
- C. Capacity Standard size two-hose and one-pumper nozzle.
- D. Size Standard size shall be 5-1/4-inch main valve with 6-inch inlet bell. All hose nozzles shall be 2-1/2 inches. Unless otherwise indicated in the special Provisions and/or the Drawings, all pumper nozzles and quick connect fittings shall be as specified on standard drawing MP259.
- E. **Length -** Contractor shall verify proper depth of bury of fire hydrant prior to installation.
- F. **Hydrant Inlet -** All hydrants shall be provided with mechanical joint inlet.
- G. **Operating Mechanism -** All moving contact surfaces shall be bronze on bronze or bronze on iron or steel as may be approved by the Superintendent. The hydrants shall have the main valve seat threaded into a bronze sub-seat in the shoe of the hydrant to permit easy removal of the main valve seat. The bronze sub seat shall be threaded into the shoe of the fire hydrant, or the sub seat shall be attached to the shoe of the fire hydrant independently from the barrel to shoe connection.
- H. **Direction of Opening -** All hydrants shall open by turning the operating nut to the left (counter-clockwise).
- Hydrant Barrels All hydrant barrels shall have a flange located at least 2 inches above the finished grade line and flanged extension sections shall be available in increments of 6 inches. Barrel extensions are not allowed on new hydrant installations.

- J. Operating Nuts for Stem and Nozzle Caps The operating stem and cap nut shall be pentagonal in shape. The pentagon shall measure 1.35 inches from the point to the flat, at the base of the nut and 1.23 inches at the top. The faces shall be tapered uniformly, and the height of the nut shall not be less than 1.0 inches. The point to the flat dimension shall be measured to the theoretical point where the faces would intersect were there no rounding off of the corners. All nozzles shall be fitted with cast iron threaded caps with operating nut of the same design and proportions as the stem nut. Caps shall be threaded to fit the corresponding nozzles and shall be fitted with suitable gaskets for positive water tightness.
- K. Fire Hydrant Quick Connect Coupling The fire hydrant quick Connect Coupling (aka Storz Coupling) shall be in compliance with the latest version of "NFPA 1963, for non-threaded Metal-Faced Hydrant Connections". The size of the Quick Connect Coupling and hydrant pumper nozzle threads will be as shown on standard drawing MP259.
- L. **Nuts and Bolts-** All nuts and bolts below ground level shall be stainless steel.

# M. Hydrant Dimensions

Hydrant connection D.I. Pipe ins. dia.	6-inch
Standard, minimum dia.	6-7/8 inch
Length of 4.5 ft. bury, hydrant from bottom of hydrant connection to sidewalk ring.	4 feet, 8 inches
Valve opening minimum dia.	5-1/4 inches
Hose Nozzles-number and size	2 - 2-1/2-inch
Thread (Nat. Board Fire Underwriters)	7-1/2 per inch
Outside dia. Finished	3-1/16 inch
Dia. at root of thread	2.8715 inch
Pattern of thread	60° V thread
Total length of threaded male Nipple	1-inch
Pumper Nozzles-number and size	1 - 4-inch
Thread, outside dia. finished (with .02" cut off top)	5.09-inch
Dia. at root of thread (with .02" left in valley)	4.74-inch
Threads	4" NST
Pattern of thread-modified	60° V thread
Total length of threaded male nipple	1-1/8-inch

# 2.8 THRUST BLOCKS

- A. Concrete thrust blocks shall be cast-in-place against native, undisturbed soil.
- B. Concrete can either be mixed thoroughly in clean containers at the job site under the supervision of the inspector or mixed at a batch plant.
- C. The contact surface area against native soil shall be in accordance with Tacoma Water's standard thrust block sizing table.

- D. The contact area between the concrete and the pipe shall create a cradle to evenly distribute the resisting forces across the pipe fitting per AWWA standards.
- E. Place 6-mil plastic between the concrete and fitting.
- F. Forms boards shall be used to form up concrete thrustblocks and are incidental to bid item.
- G. The mixing of all concrete mixed on-site shall be observed by the inspector.

#### 2.9 BALL VALVES

All ball valves shall be Apollo, Bronze Ball valves, 70-100 series.

#### **2.10 TAPE**

Buried utility warning and identification tape, manufactured specifically for warning and identification of buried utilities lines, yellow, orange or blue with metallic backing to serve as a tracer wire shall be used by the contractor.

# 2.11 GATE VALVES

All gate valves shall be resilient seat and shall comply with the ANSI/AWWA Standard as listed below:

# A. RESILIENT SEAT GATE VALVES

- Shall conform to the latest revision of AWWA Standard C-509/515, UL listed and FM approved.
- 2. Shall be as manufactured as follows:
  - a. Clow Model 2638, 2639, or 2640
  - b. M&H Style 4067 or 7000 Series
  - c. Kennedy Model KS-FW and KS-RW
  - d. Mueller Style 2360
  - e. American Flow Series 2500
  - f. US Pipe Metroseal 250
  - g. AVK-series 25 or 65
  - h. NIBCO 619-RW series
  - i. East Jordan Flowmaster
- 3. Engineer Approved Equal meeting the following requirements:
  - a. Shall be non-rising stem and shall have a 2-inch square operating nut that operates left (counterclockwise) to open.
  - b. Shall have the body and bonnet coated with a fusion bonded epoxy coating meeting all the application and performance requirements of AWWA C550.
  - c. All gate valve ends shall be as shown on the project drawing and conform to the applicable ANSI/AWWA Standard.
  - d. Mechanical joint and push-on joint must conform to ANSI/AWWA C111, A21.11.
  - e. Flanged ends shall conform to ANSI B16.1 class 125 or C110 A21.10.
  - f. All bonnet and packing buts and bolts shall be stainless steel.

#### 2.12 T-HEAD BOLTS

Unless specified otherwise, all T-head bolts and nuts supplied for mechanical joint fittings, valves, sleeves, coupling, hydrants, tapping sleeves, etc., shall meet the following requirements:

A. Made of high-strength, low alloy steel conforming to ANSI/AWWA C111 corrosion resistant steel (Cor-Ten)

OR

B. Ductile iron of ASTM A536 specially alloyed and heat treated conforming to ANSI/AWWA Standard C111, A21.11.

# **2.13 TIE RODS**

Tie rods and nuts for hydrant laterals, etc., shall be made of high strength, low alloy steel conforming to ANSI/AWWA C111 (Cor-Ten) unless specified otherwise in the plans or specifications.

# 2.14 TEMPORARY WATER CONNECTIONS

Temporary Water Connections necessary to properly install water system extension in compliance with this specification are incidental to bid. This shall include equipment, fittings, adapters, thrustblocks and materials necessary to install and remove temporary connections such as blow-offs and sample stations before final connections are made.

# PART 3 INSTALLATION

# 3.1 HANDLING OF PIPE

- A. All types of pipe shall be handled in such a manner as will prevent damage to the pipe, pipe lining and coating. Dirt or other foreign matter shall be removed from pipe prior to joining.
- B. The interior of the pipe shall be protected from the entrance of trench water at all times, maintaining pumps at the bell holes, if necessary, until the joints are made up.
- C. At times when pipe lying is not in progress, the open ends of the installed pipe shall be closed by a watertight plug or by other means approved by the engineer to ensure absolute cleanliness inside the pipe.
- D. New section of the system to be disinfected shall be flushed to remove all soils or contaminated material that may have become lodged in the pipe.
- E. While under test pressure, the entire installation shall be carefully examined for defective materials and joint leaks.

# 3.2 CONSTRUCTION DETAILS - PIPE INSTALLATION

- A. Proper and suitable tool and appliances for safe and convenient handling and laying of pipe and fittings shall be used. Great care shall be taken to prevent the pipe coatings from being damaged, particularly cement mortar lining on the inside of ductile iron pipe and fittings.
- B. All pipe and fittings shall be carefully examined by the contractor for defects just before laying, and no pipe or fitting shall be laid which is defective. If any defective pipe or fitting is discovered after having been laid shall be removed and replaced in a satisfactory manner with sound pipe or fitting by the contractor at their expense.
- C. All pipes and fittings shall be thoroughly cleaned before they are laid and shall be kept clean until they are used in the completed work. Open ends of pipe shall be kept plugged with a bulkhead during construction.

- D. Pipe laid in trenches shall be laid true to line and grade on a firm and even bearing for its full length at depths and grades as shown on drawings. Installation of HDPE and Ductile iron pipe in underground pressure piping system shall conform to the requirements of AWWA C600.
- E. Buried HDPE pipe and fittings shall be installed in accordance with ASTM D2321 or ASTM D2774 for pressure systems and AWWA Manual of Practice M55 Chapter 7.
- 1. Contractor shall have minimum five (5) years' experience installing HDPE pressure pipe and fittings for at least the specified pipe and fittings sizes and lengths and shall be able to submit documents of at least five (5) installations in satisfactory operation for at least five (5) years.
- F. Lay HDPE pipe with blue stripe within 45-degree either side of the crown, if the pipe has a blue stripe.
- G. Excavate and backfill trenches in accordance with the plans and specifications. Compact backfill per ASTM D98 and AASHTO T-99 to 95% maximum density within roadway. Compact top 12-inches below road subgrade to 95% of maximum density within the roadway.
- H. Revision of pipe alignment and/or grade may be required by inspector in the field should obstructions or unsuitable conditions be encountered, or an obviously more suitable location is evident.
- I. Bedding material shall be placed along the full length of each pipe section ensuring proper grade and alignment is maintained. No support blocking shall be used.
- J. Any foreign matter in the gasket seat shall be removed, the gasket shall be wiped clean, flexed, inserted in the socket, and lubricated in accordance with the manufacturer's recommendations.
- K. Mechanical joint fittings/pipe shall be installed, and the bolts tightened in the sequence and to the torque specified in <u>A Guide for the Installation of Ductile Iron Pipe</u> published by the Ductile Iron Pipe Research, and as indicated by manufacturer as acceptable.
- L. At the close of each operating day, when the work is stopped for more than thirty (30) minutes, or when the trench is unsupervised:
- 1. Keep the pipe clean and free of debris, dirt, animals, and trash during and after the laying operation.
- 2. Effectively seal the open end of the pipe using a gasketed night cap.

#### 3.3 JOINING METHODS

# A. MECHANICAL JOINTS

- 1. Mechanical joints shall consist of a bold joint of the stuffing box type as detailed in ANSI A21.10 and described in ANSI A21.11.
- 2. Mechanical joints shall be thoroughly bolted in accordance with the manufacturer's recommendations with Tee Head bolts and bolts of high strength, heat treated cast iron containing 0.50-percent copper or high strength low-allow steel having a minimum yield point strength of 40,00-psi and ultimate tensile strength of 70-00-psi.
- Gaskets, bolts, and nuts shall conform to ANSI A21.11. Gaskets shall be of neoprene or rubber of such quality that they will not be damaged by the liquid or gases with which they will come into contact.

4. Glands of ductile iron shall be of high strength ductile iron, and glands for cast iron shall be of high strength cast iron.

# **B. FLANGED JOINTS**

- 1. Flanged joints shall conform to ANSI B16.1, Class 125, and in accordance with table 10.23 of ANSI A21.10.
- 2. Flanged joints shall be bolted with through stud or tap bolts of required size as directed. Bolts and nuts shall conform in dimensions to the American Standard heavy series. Nuts shall be hexagonal, cold pressed. Bolts and nuts shall be cadmium plated, cold pressed, steel machine bolts conforming to ASTM A307, Grade B. Cadmium plating shall be by an approved process and shall be between 0.003 to 0.0005-inch thick. After each joint has been made, all bolts, heads and nuts shall be coated with two coats of heavy asphaltum or other approved coating.
- 3. Gaskets of "Cranite", red rubber, asbestos composition, or other approved quality shall be used in all flanged joints. Gaskets shall conform to the requirements of ANSI B16.21.
- 4. Where tap or stud bolts are required, flanges shall be drilled and tapped accordingly.

# C. HDPE JOINTS

- 1. Butt heat fusion joints
  - a. Shall be allowed for joining lengths of pipe in a straight run only.
  - b. Shall conform to ASTM F2620 and PPI TR-33.
  - c. Joint strength shall be equal to or greater than the strength of the pipe.
- 2. Electrofusion Couplings.
  - a. Electrofusion couplings shall contain heating coils located at the sealing surface.
- 3. Fused Mechanical Joint (MJ) Adapters
  - a. Use MJ adapter to connect HDPE pipe to ductile iron fittings and valves.
  - b. Provide MJ adapters with kit, manufactured in accordance with ASTM D3261. The adapter shall consist of the following:
    - 1) Molded HDPE MJ transition fitting.
    - 2) Rubber gasket
    - 3) MJ backup ring
    - 4) Corrosion resistant Cor blue bolts and nuts
  - c. Fused MJ adapters shall have a pressure rating equal to the pipe unless noted otherwise.

# 3.4 GATE VALVE INSTALLATION

# A. GATE VALVE

- 1. All gate valves shall be inspected to ensure proper working order prior to installation.
- Where valve coating has been damaged, the contractor shall scrape off the damaged area and clean to expose the iron, then recoated with a supplier recommended coating system, or approved other.
- 3. Valves shall be installed vertically plumb with a standard valve chamber or cast-iron gate box arranged so that no loads will be transferred to the valve.

#### 3.5 VALVE BOX INSTALLATION

- 1. Cast iron valve boxes shall be set during backfilling operations. No valve shall remain buried during construction.
- 2. Boxes shall be vertically plumb centered and aligned with operating stem of valve.
- 3. The lower casting installed is to be supported by compacted backfill and two (2) concrete brick to form a support base.
- 4. The casting shall not rest directly upon the body of the gate valve or upon the water main.
- 5. In roadways, the valve boxes shall be set to grade and be supported by a concrete pad.
- 6. Backfill around both units shall be placed by hand and compacted.

# 3.6 FIRE HYDRANTS

- A. All hydrant barrels shall have a flange located 2-inches above the finished grade line.
- B. All hydrants shall be positioned so that the "pumper" fitting facing roadway access.
- C. The hydrant barrel shall be protected from freezing by having positive drains in the flange. Place one-half cubic yard of washed rock below the barrel drains.
- D. Any coated surfaces that are damaged shall be spot painted with asphalt varnish or an approved alternate coating by the Contractor prior to backfilling.

#### 3.7 SERVICE CONNECTIONS

- A. In general, and unless noted otherwise, small 1 1/2-inch service lines and branches shall connect to larger 8-inch HDPE mains using electrofusion saddle and tapping tee.
- B. Tapped tees and service connections shall have ball valve and valve box installed in accordance with the plans and specification.

# 3.8 FIELD QUALITY CONTROL

- A. Do not enclose, cover, or put into operation water distribution piping system until it has been inspected and approved by the authority having jurisdiction.
- B. Perform tests specified below in the presence of the field inspector:
- 1. Final Inspection: Arrange for a final inspection by the plumbing official to observe the tests specified below and to ensure compliance with the requirements of the plumbing code.
- 2. Re-inspections: Whenever the plumbing official finds that the piping system will not pass the test or inspection, make the required corrections, and arrange for reinspection by the plumbing official.
- 3. Prepare inspection reports signed by the field inspector
- C. Test water distribution piping as follows:
- Test for leaks and defects in all new water distribution piping systems and parts of existing systems that have been altered, extended, or repaired. If testing is performed in segments, submit a separate report for each test, complete with a diagram of the portion of the system tested.
- 2. Leave uncovered and unconcealed all new, altered, extended, or replaced water distribution piping until it has been tested and approved. Expose all such work for testing that has been covered or concealed before it has been tested and approved.

- 3. Cap and subject the piping system to a static water pressure of 50-psi above the operating pressure without exceeding the pressure rating of the piping system materials. Isolate the test source and allow to stand for four (4) hours. Leaks and loss in test pressure constitute defects that must be repaired.
- 4. Repair all leaks and defects with new materials and restart system or portion thereof until satisfactory results are obtained
- 5. Prepare reports for all tests and required corrective action.

#### 3.9 ADJUSTING AND CLEANING

- A. Clean and disinfect water distribution piping as follows:
- 1. Purge all new water distribution piping systems and parts of existing systems that have been altered, extended, or repaired prior to use.
- 2. Use the purging and disinfecting procedure proscribed by the authority having jurisdiction or, in case a method is not prescribed by that authority, the procedure described in either AWWA C651, or AWWA C652, or as described below:
  - a. Flush the piping system with clean, potable water until dirty water does not appear at the points of outlet.
  - b. Fill the system or part thereof with a water/chlorine solution containing at least 50 parts per million of chlorine. Isolate (valve off) the system or part thereof and allow to stand for 24 hours.
  - c. Drain the system or part thereof of the previous solution and refill with a water/chlorine solution containing at least 200 parts per million of chlorine and isolate and allow to stand for 3 hours.
  - d. Following the allowed standing time, flush the system with clean, potable water until chlorine does not remain in the water coming from the system.
  - e. Submit water samples in sterile bottles to the authority having jurisdiction. Repeat the procedure if the biological examination made by the authority shows evidence of contamination.
- B. Prepare reports for all purging and disinfecting activities.

#### **END OF SECTION**

# **SECTION 02675 - PRESSURIZATION AND DISINFECTION**

# PART 1 HYDROSTATIC PRESSURE TEST

Testing of all new water mains and appurtenances will only be accomplished with the approval and in presence of the Tacoma Power Construction Inspector. The Construction Inspector will provide his/her own set of gauges. Testing will conform to DIPRA Standards.

- A. Upon completion of each valved section, all points where pressure reaction and movement may occur shall be properly anchored, braced or shackled prior to pressure testing.
- B. Upon completion of the distribution system or the individual zones, the line shall be filled slowly by the contractor under the direction of the engineer and a pressure test conducted for a minimum duration of twenty-four (24) hours. The test pressure shall be 225 psi for two (2) hours or calculated thereof. There shall not be any appreciable or abrupt loss in pressure during the test period. The allowable leakage shall be as specified in American Water Works Association (AWWA) M41-Ductile Iron Pipe-Design and Installation.
- C. Contractor shall furnish and assemble all testing equipment including measuring devices and shall furnish all labor required for testing.
- D. The City will furnish test gauges.
- E. While under test pressure, the entire installation shall be carefully examined for defective material and joint tasks. Test pressure shall not be applied to the newly installed water main unless the inspector is present.
- F. If the distribution system or individual zones fail the pressure testing, the contractor shall be required to locate the leak and make all necessary repairs prior to retesting.
- G. Defective material furnished by the City and discovered before final acceptance will be replaced with sound material by the City, but the Contractor shall remove the effective material and install the new material at their own expense.

# PART 2 DISINFECTION OF WATER MAINS

#### 2.1 FLUSHING

In laying mains, care shall be taken to ensure that the interior of the pipe is kept free of foreign matter or trench water. Upon completion of construction, the line shall be filled by Tacoma Power crews.

Tacoma Power crews will flush, sample and de-chlorinate newly installed water mains. The Contractor is advised that only Tacoma Power crews shall operate system valves.

Water for testing and sterilizing will be furnished without charge to the Contractor at such points as may be designated by the Inspector, in such quantities and at such times as will not interfere with service to Tacoma Power Customers (i.e., Mayfield Hydro-Project).

# 2.2 RETENTION PERIOD FLUSHING

The chlorinated water resulting from the initial filling shall be retained in the line for a period of not less than twenty-four (24) hours. After this period the chlorine residual at the pipe extremities and at other representative points shall be at least 25 p.p.m. After which Tacoma Power will remove the chlorinated water and thoroughly flush the line. Tacoma Power shall take initial bacterial test samples of water flowing in the line upon completion of the flushing.

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A second set of bacterial test samples will be taken after a twenty-four (24) hour retention period of the water remaining in the pipe after the initial flushing. Should the samples not test free of E.coli and zero coli-form bacteria, the line shall be re-disinfected and re-flushed, at the expense of the Contractor, until two successive satisfactory samples are obtained.

Forty-eight (48) hours is the minimum time required by the bacteriological laboratory to process samples.

#### 2.3. FINAL FLUSHING AND TESTING

The Tacoma Power Construction Inspector will determine location of sample stations and coordinate with Contractor crews for installation. Corporation stops with copper pipe stubs will be installed by Contractor crews at selected points along the pipeline for use as sampling stations and points to release air and apply test pressure.

The sampling stations will be removed by the Contractor crews after bacterial tests and pressure tests are completed. Installation and removal of sample stations will be coordinated with the Contractor. The water main contractor shall complete any excavation required for installation and/or removal of the sample stations. The cost of all labor, equipment and materials involved in the installation and removal of sample stations shall be included in the various bid items of the contract or otherwise incidental to the contract.

#### 2.4. DISPOSAL OF DISINFECTION WATER

It shall be the Contractor's responsibility to properly and safely dispose of disinfection water (hyper-chlorinated water) off-site. Contractor shall provide proof or verification to the City that they are responsibly and legally disposing of disinfection water. Potable water from water main flushing (or used for disinfection of mains), which typically has a chlorine concentration of 1mg/L (but can have up to 5 mg/L and can also contain chloramines), may be disposed directly to the environment. Disposal of this water needs to consider erosion, pH levels and suspended solids and should be undertaken in a manner to minimize these issues. Disinfection water with a total chlorine concentration greater than 1 mg/L should not be disposed of directly to steams or rivers, or to storm water conveyance systems that are within 500 feet of a stream, river, or other water body.

#### **END OF SECTION**

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## **SECTION 02700 - SITE DRAINAGE**

#### **PART 1 GENERAL**

#### 1.1 SECTION INCLUDES

A. Culverts

#### 1.2 REFERENCES

2002 Standard Specifications for Road, Bridge and Municipal Construction.

SWPPP Stormwater Pollution Prevention Plan

WQPP Water Quality Protection Plan

#### 1.3 SUBMITTALS

Submit catalog data on catch basins, manhole, and all pipe and pipe connections.

#### **PART 2 PRODUCTS**

#### 2.1 MATERIALS

A. Culverts: Galvanized or aluminized steel corrugated metal pipe, size as noted, per Standard Specification Section 9-05.1(2) with matching coupling bands.

#### PART 3 INSTALLATION

#### A. CULVERTS

Install in accordance with Standard Specification Section 7-02.

#### **END OF SECTION**

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## **SECTION 02760 - TEMPORARY STREAM DIVERSION**

#### **PART 1 GENERAL**

#### 1.1 SUMMARY

The work under this section shall consist of the installation of a temporary stream diversion as needed to move stream flow through or around the Culvert Removal area to isolate construction activities from contact with stream flow and mitigate potential impacts to water quality, fish, aquatic organisms and other piparian species from construction associated actions, as well as properly treating and discharging sediment-laden water if needed.

The scope of work shall include building and maintaining the temporary stream diversion (channel, pipe, or bypass pump), flow barriers (dams) and temporary erosion and sediment controls, dewatering activities of the construction area as well as removing all such temporary works after they have served their purposes and properly stabilizing the area. The scope of work shall also include upstream fish block netting to isolate the work area from aquatic organisms.

Tacoma Power Natural Resources staff shall be responsible for fish salvage and relocation downstream past construction area.

The work shall be planned to minimize the length of time the temporary stream diversion will be used.

#### 1.2 REFERENCE STANDARDS

- Recommended Fish Exclusion, Capture, Handling and Electroshocking Protocaols and Standards – Washington Fish & Wildlife Office, U.S. Fish & Wildlife Service
- 2. Regional Road Maintenance Forum WSDOT (and local agencies)
- 3. Water Crossing Design Guidelines WDFW 2013
- 4. Tream Habitat Restoration Guidelines Washington State Aquatic Habitat Program 2012

#### 1.3 SUBMITTALS

- A. Meet the requirements of Section 01300 Submittals and Shop Drawings
- B. Prior to commencing of work requiring contractor performed Fish isolation, capture and relocation, the Contractor shall submit in writing to the Engineer for approval the name, qualificatios and experience of individuals assigned to do Fish isolation, capture and relocations tasks.
- C. A narrative describing the approach to diverting flow and dewatering the work area. This includes construction and diversion sequencing, operational considerations and proposed approach for installation and removal of temporary facilities.

#### 1.4 FISH EXCLUSION

Metal screen panels or mesh nets shall be installed upstream (and downstream if required) to exclude fish from the work area. Care must be taken to install fish barriers that prevents harm to fish. Properly sized mesh should be weighted at the bottom and checked regularly to ensure integrity of barrier. Exclusion barriers shall be installed in areas of low velocity.

After installation of the upstream fish barrier, Tacoma Power Natural Resources will walk a second net downstream through the channel and sweep remaining fish out of the work area pior to fish salvage efforts.

#### 1.5 WATER FLOW BARRIER (DAMS)

The contractor shall build, maintain, and operate all flow barriers (dams) such as cofferdams and protective works needed to divert stream flows through or around construction site and away from construction work area.

The flow barrier shall be made of non-erodible material, able to withstand the anticipated flows, and shall not contribute unnecessary pollution to the stream or surrounding area. Flow barrier can be constructed of combination of sandbags, sheet piling, impervious water-filled bladders or other appropriate materials lined with plastic sheeting. Flow barriers shall extend 2-feet above ordinary high-water mark (OHW). All material aside from impervious water bladder such as sandbags must be accounted for and reported to the proper permitting authority.

The stream flow shall not be diverted until the temporary stream diversion has been properly stabilized.

When pipe is used for the temporary stream diversion, the upstream and downstream diversion points shall first be properly stabilized first to prevent erosion. Then the pipe shall be installed, and the flow barriers constructed and/or installed beginning with the upstream flow barrier. The pipe shall be located to minimize potential erosion.

The Contractor shall furnish, install, operate, and maintain all sumps, pumps, casings, wellpoints, and other equipment needed to perform the dewatering of the construction site in the diverted stream area as needed for proper execution of the construction work.

Unless otherwise specified, the Contractor shall furnish, in writing, a plan for diverting stream flows and the removal of water from the work area before beginning the construction work for which the temporary steam diversion is required. Acceptance of this plan will not relieve the Contractor of responsibility for completing the work as specified.

#### 1.6 POLLUTION AND EROSION CONTROL

The contractor shall install erosion and sediment control facilities per plans and specifications prior to construction of the temporary stream flow diversion and installation of the diverting measures. The temporary stream diversion shall be installed during dry weather (and duringthe permitted fish window) to minimize water quality and fishery impacts. Measures shall be taken to divert untreated or sediment-laden runoff from entering the temporary stream diversion and the work area. All erosion and sediment control facilities shall be properly maintained and repaired or placed as necessary.

#### 1.7 REMOVAL OF TEMPORARY WORKS

After the temporary works have served their purposes, the Contractor shall remove or level and grade them to the extent required to present a sightly appearance and to prevent any obstruction of the flow of water or any other interference with the operation of or access to the permanent works. The work site in the natural stream area shall be stabilized prior to the removal of the stream flow barriers. The downstream flow barrier, if required, shall be removed first and then the upstream flow barrier. Removal of the flow barriers shall be accomplished during dry weather. If a temporary stream flow diversion channel was used, the temporary channel shall be blocked once the stream flow has been restored to the natural channel, by first plugging the upstream end of the and then the downstream end. Any standing water shall be removed from the temporary stream diversion channel in accordance with practice of dewatering. The temporary stream diversion channel shall then be filled and stabilized per the plans and specifications to pre-project or improved conditions.

#### **PART 2 EXECUTION**

#### 2.1 FLOW BARRIER INSTALLATION

Water flow barriers should be constructed and/or installed in stages to allow a gradual down-ramping of flows so that fish can be relocated safely. As flow barriers are put into place fish salvage and release activities performed by Tacoma Power Natural Resources can continue during the slow draw-down of water in the work area.

#### 2.2 FISH CAPTURE AND RELOCATION

Tacoma Power Natural Resourses staff shall be responsible for fish capture and relocation efforts.

Any fish capture should be in accordance with National Marine Fisheries Service and US Fish and Wildlife Service recommendations for dewatering, fish capture and fish relocation in areas where ESA listed fish species may be present. Fish should be relocated from the work area using dip-nets, electro-shocking or seine nets to free-flowing water. Relocation should also comply NOAA Fisheries backpack electro-fishing guidelines when using backpack electro-fishing equipment for removal. Tacoma Power Natural resources staff should continue to electro-fish, seine and/or dip-net until no fish are caught for three consecutive passes.

#### 2.3 CULVERT REMOVAL

Excavation and removal of culverts shall meet the applicable requirements of the following sections included in this construction specification:

- > 02010 Protection of Environment
- ➤ 02030 Soils Management
- > 02040 Waste Management
- ➤ 02100 Demolition
- > 02200 Earthwork
- > 02246 Geotextile
- > 02270 Rip Rap

#### 2.4 PLACEMENT OF ROCK (RIPARIAN ARMORING)

Prior to placement of rip-rap, non-woven geotextile fabric shall be installed on stabilized native material to prevent 'pumping' of soil base material up through the rip-rap rock. Ends of the geotechnical fabric shall be keyed into the native material prevent unraveling of fabric or undermining of the subsequent armoring.

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Rip-rap rock armoring shall be placed from lowest to the highest elevation to allow gravitational forces to minimize void spaces and help rock matrix adhere together. Rip-rap shall be placed at full-course in one operation and finished grade to be achieved as material is placed. Care shall be taken to not segregate or group material sizes together during placement. Do not allow the stone to be pushed or rolled downslope. Rip-rap shall be placed to provide a reasonably well-graded and dense mat of rock with a minimum of voids and with final surface meeting the specified lines and grades.

Rip-Rap shall be placed using track-mounted backhoe or power crane with a clam shell or orange-peel bucket. Rip-Rap shall be laced on prepared slope to minimum design thickness of 12 to 18 inches in a uniform and proper placement.

The finished stone revetment shall be consolidated by the backhoe bucket or other acceptable means so that the armoring surface is free from holes or voids. Wash new revetment with hose to wash fines deeper into the rip-rap armoring.

#### 2.5 RESTORING STREAM FLOW

Removal or deconstruction of flow barrier shall be done slowly to gradually reintroduce stream flow to new stream channel. Sediment and turbidity levels shall be monitored to ensure excessive sediment-laden or turbid waters are not entering the reservoir.

Once flow barrier has been completely removed, temporary stream flow diversion shall be deconstructed and restored to pre-project or improved conditions. Disturbed soils shall be stabilized as directed by the City.

Fish block netting shall be removed.

Downstream erosion control measures such as a silt-fence or turbidity curtain may be removed once the City has deemed the sediment and turbidity levels are acceptable. Any collected sediment shall be removed from turbidity curtain and properly disposed of prior to removal of the erosion control measure.

#### **END OF SECTION**

## **SECTION 02999 – GEOTECHNICAL REPORT**

#### **PART 1 GENERAL**

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract including general and supplementary conditions and other Division 1 specification sections apply to this section.
- B. Structural general notes on structural drawings.

## 1.2 SUMMARY

2002 Standard Specifications for Road, Bridge and Municipal Construction.

SWPPP Stormwater Pollution Prevention Plan

WQPP Water Quality Protection Plan

#### **PART 2 PRODUCTS**

**NOT USED** 

#### PART 3 INSTALLATION

**NOT USED** 

#### **END OF SECTION**

#### **DIVISION 3 - CONCRETE**

## **SECTION 03000 - CAST IN PLACE CONCRETE**

#### **PART 1 GENERAL**

#### 1.1 SECTION INCLUDES

- A. Formwork
- B. Reinforcing
- C. Placing
- D. Finishing
- E. Curing

All materials and workmanship shall be in accordance with ACI 301, ACI 318, and ASTM C94.

#### PART 2 PRODUCTS

#### 2.1 CONCRETE MATERIALS

- A. Cast-in-place concrete shall be machine mixed Class 3000, 5-3/4 sack mix and shall be 3,000 pounds per square inch compressive strength in 28 days with 3-to 5-percent air entrainment.
- B. All cast-in-place concrete shall be formed and vibrated except where otherwise noted on the plans.
- C. Water content shall be as little as practicable with maximum 4-inch slump allowable.
- D. Material and installation shall be in accordance with the Standard Specifications, ACI 301 and ASTM C94.

#### 2.2 FORM MATERIALS

The contractor may use plywood, lumber, or steel forms.

- A. Wood forms shall be of dressed material, free from loose knots, knot holes, cracks, or wanes, making it unsuitable for form work.
- B. Forms shall conform to the shapes and dimensions shown on the drawings and be braced to be unyielding and made reasonably tight to prevent excess leakage.
- C. Aluminum forms shall not be used.

#### 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.

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#### 3.1 FORMWORK

#### A. ERECT FORMS

The following requirements shall be met in lieu of Section 6-02.3(16), (17) of the reference Standard Specifications:

- All forms shall be set true to the lines designated, and the interior shape and dimension shall be such that the finished concrete shall coincide exactly as shown on the plans.
- 2. Provide bracing to ensure stability of form work. Shore or strengthen form work subject to over stressing by construction loads.
- Forms shall be constructed to permit proper cleaning, and removal of chips, sawdust, and extraneous matter.
- 4. In no case shall any concrete be placed in any form and reinforcing steel until the form has been checked by the inspector.
- 5. Form ties shall be so arranged as to allow the removal of all metal to a depth of not less than 1/2-inch below the concrete surface. Wire tie or clamping devices will not be allowed.
- 6. Standing water will not be permitted in the forms during the placing of concrete.
- 7. All forms are to be removed. Fill all holes with dry pack cement mortar. Built-in items shall be placed exactly where shown. Form design is the responsibility of the contractor. Coat all forms with approved form release compound for type of forms used.
- 8. Remove all dirt, dust, oil, release agents, stains, and other foreign matter forms from concrete floors prior to final finish.
- 9. All exposed corners shall have a 3/4-inch chamfer.

#### **B. APPLICATION - FORM RELEASE AGENT**

- 1. Forms shall be oiled with a non-staining form oil acceptable to the engineer.
- 2. The oil shall be applied several days before the concrete is placed and shall be in such quantity that it will be fully absorbed by the wood and will not discolor the surface of the concrete.
- Apply form release agent on form work in accordance with manufacturer's recommendations and prior to placement of reinforcing steel, anchoring devices, and embedded items.

#### C. INSERTS, EMBEDDED PARTS, AND OPENINGS

- 1. Provide formed openings where required for items to be embedded in passing through concrete work.
- 2. Locate and set in place all embedded or insertions which will be cast directly into concrete prior to pouring concrete.

#### D. FORM CLEANING

- 1. The contractor shall clean form work to remove all foreign matter adhering to the forms.
- 2. The forms shall be cleaned with water or use compressed air to remove remaining foreign matter.

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3. Ensure that water and debris drain to exterior through clean-out ports.

#### E. FORM REMOVAL

- In general, forms shall not be removed until ample time has elapsed after placement
  of the concrete to permit the development of the proper set. This period shall not be
  less than four (4) days for slabs or foundations unless otherwise directed by the
  engineer.
- In removing forms, care shall be taken to avoid damaging of concrete surfaces and especially to avoid damage to the tops of slabs exposed above ground. Methods of removal tending to produce shocks or jars or fractures of concrete will not be permitted.
- 3. Forms shall be completely removed unless in the discretion of the engineer the ground conditions or other considerations at a particular structure warrant leaving them in place.
- 4. In any case, removal of forms may not be done without the approval of the engineer, and the contractor shall arrange his stripping operations so that concrete surfaces will be exposed for inspection and any repairing of defects which may be necessary while the excavations are free from water and before the concrete surfaces become covered with soil.

#### 3.2 REINFORCEMENT PLACEMENT

- A. All reinforcing steel shall be placed in such a condition that it is free from rust, dirt, and scale and shall be unpainted.
- 1. 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.
- B. Embedded steel shall be placed as indicated on the contract drawings such that no movement is present during the placement of concrete.
- 1. Care should be taken not to chip, mark, or otherwise destroy any galvanizing finish during construction.

#### 3.3 CONCRETE PLACEMENT

- A. Placing Concrete: Notify field engineer at least 24-hours before an intended pour.
- 1. All cold weather concreting shall be performed in accordance with ACI-306R (latest edition).
- 2. All hot weather concreting shall be performed in accordance with ACI-305R (latest edition).
- B. Pipe Sleeves: PVC sleeves or approved equal shall be placed around all piping 1/2-inch larger in diameter than water pipe and caulked upon completion.
- C. Concrete shall be mixed, delivered, and placed in accordance with ASTM C94.

#### 3.4 FINISHING

- 1. Concrete shall be protected from freezing, direct rays of sun, and drying effects of wind
  - a. Protect all concrete against rain spatter.
- 2. Steel troweling shall be used on all slabs except as indicated otherwise.
  - a. Trowel by hand or machine to hard, dense surfaces; free from trowel marks.

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- b. Wait until surfaces are dry enough for proper troweling.
- c. Chemical dryers are not permitted.
- d. Trowel must make a ringing sound when drawn over surface of concrete.
- 3. Foundations, footings and other exterior flat work shall have ¾-inch chamfer on all exposed edges and as directed by the engineer.
- 4. Concrete shall be placed monolithically and deposited as close to final position as practicable and vibrated to obtain thorough compaction, embedment of reinforcing, and complete filling of forms.

#### 3.5 CURING AND PROTECTION

- A. Keep exterior surfaces of new concrete continually wet with fog spray equipment for six (6) hours then cover with two (2) layers of wet burlap or other City approved equal during the entire curing period.
- B. Take special care to protect concrete from stains. All stains shall be removed to the satisfaction of the engineer at the completion of the building construction.

#### **END OF SECTION**

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#### **SECTION 03100 - GROUTING**

#### **PART 1 GENERAL**

#### 1.1 SECTION INCLUDES

- A. This section covers materials and procedures for grouting equipment, dowels, rebar, and structural baseplates.
- B. All grouting shall be done with non-shrinking grout.

#### **PART 2 MATERIALS**

#### 2.1 GENERAL

Materials shall be in accordance with these requirements:

- A. Non-shrinking grout minimum 5,000 psi, 28-day compressive strength; Master Builders "Masterflow 713 Grout," Sauereisen Cements "F-100 Level Fill Grout," U.S. Grout "Five Star Grout," Gifford Hill "Supreme Grout," USM "Upcon Hiflow," L&M "Crystex," or acceptable equal.
- B. Water Clean and free from mud, oil, organic matter, and other deleterious substances.

#### **PART 3 EXECUTION**

#### 3.1 GROUTING OF BASES FOR STRUCTURES

- A. All structural base plates shall be firmly and solidly grouted in place, utilizing nonshrink grout by methods that will ensure complete, uniform, and permanent filling of all space beneath and around the base without disturbing or displacing the alignment or level of the structure base in its correct position.
- B. Should the installation of any equipment be done under the supervision and direction of a manufacturer's erection superintendent, or other accredited supervisor provided by the manufacturer of the equipment, then the grouting procedure shall follow their direction. Otherwise, these specifications shall govern.

#### C. SURFACE PREPARATION

- 1. The surfaces of hardened concrete upon which grout will be placed shall be chipped to remove laitance and surface mortar and to expose the aggregate.
- The surface of the hardened concrete shall be cleaned of all oil, grease, laitance, curing compound, and other foreign loose materials and shall be saturated with water for not less than 24 hours immediately before the grout is placed.
- 3. All excess water shall be removed.

#### B. MIXING

- 1. Non-shrinking grout shall be furnished factory premixed so only water is added at the job site.
- 2. Grout shall be mixed in a mechanical mixer for a minimum of three (3) minutes.
- No more water shall be used than is recommended by the manufacturer.

#### C. PLACEMENT

1. Non-shrinking grout shall be placed immediately after mixing and before stiffening sets in.

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- 2. Grout shall be placed in strict accordance with the directions of the manufacturer so that all grout space is completely filled without voids.
- 3. Non-shrinking grout shall be finished smooth in all locations where the grout will be exposed to view after it has reached its initial set.

#### E. FINISHING OF EDGES

- When the placing of the grout has been completed, it shall be allowed to stand undisturbed until set stiff.
- 2. Then immediately the form or dam, if any, shall be taken off, and the portions of the grout which extend beyond the edges of the base shall be cut off flush and removed, except where a sloping surface is indicated on the drawings.
- 3. Sloping surfaces shall be finished to a one-to-one slope.
- 4. All grouting shall be completed in a proper and workmanlike manner with the exposed edges of the foundation and the surfaces adjacent thereto left clean and free from cement and grout.

#### 3.2 CURING

- A. All grout shall be protected against rapid loss of water by covering with wet rags and polyethylene sheets.
- B. After edge finishing is completed, the grout shall be wet cured for at least seven (7) days.
- C. When air temperatures of 90° F or above may be expected during curing, special procedures shall be adopted by the contractor to keep the grout as cool as possible.
- D. When air temperatures of 45° F or below may be expected during curing, special procedures shall be adopted by the contractor for maintaining the grout at temperatures of not less than 50° F for five (5) days or 70° F for three (3) days after the grout is placed.
- E. Grout and adjacent form surfaces shall be kept moist at all times.
- F. Sudden cooling of grout shall not be permitted.

#### **END OF SECTION**

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## SECTION 03320- CONCRETE SEGMENTAL RETAINING WALL SYSTEM

#### **PART 1 GENERAL**

#### 1.1 SUMMARY DESCRIPTION

This section includes Ecology Block gravity retaining wall systems consisting of a battered column of segmental concrete blocks retaining compacted soil backfill or a native ground cut. Work shall consist of furnishing all materials, labor, equipment, field supervision, and installing an Ecology Block 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.

The City shall furnish the Eecology Block units and will have these present on the Mayfield Hydroelectric site. The Contractor shall be responsibe to collect and haul the 140 to 150 blocks to the immediate construction site. This shall be incidental to the bid.

#### 1.2 REFERENCE STANDARDS

A. ASTM C3	3-99 Standard	Specifications for Concrete Aggregates
B. ASTM C1	50 Use of Co	ement in Concrete Blocks
C. ASTM C20	00 Use of A	dmixtures in Concrete
D. ASTM C49	94 Use of Ad	dmixtures in Concrete
E. ASTM C80		Hammer Test for the Determination of Compressive of Concrete

#### 1.3 RELATED SECTIONS

- A. Section 02200 Earthwork
- B. Section 02231 Aggregate Base Course
- C. Section 02246 Geotextile

#### 1.4 DEFINITIONS

- A. Ecology Block 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.

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- 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,  $\beta$ , 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.

#### 1.5 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.

#### 1.6 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 <u>not</u> use them in wall construction.
- C. The Contractor shall complete the base of the block wall excavation to within plus or minus 2-inches of the staked elevations unless otherwise directed by Engineer. External wall dimensions shall be constructed within plus or minus 1.5-inches of that staked on the ground.

#### **PART 2 PRODUCTS**

#### 2.1 ECOLOGY BLOCK SEGMENTAL UNIT

A. The Ecology Block 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 Ecology Block 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. Ecology Block Unit dimensions such as height, width, depth, and batter shall match details shown on plans. A tolerance of ±1/2-inch for length, width tolerance of plus 1/2-inch and minus 3/4-inch and a tolerance of ±1/4-inch shall be used for height. Blocks are typically poured face down creating a nonfinished side on the bottom of block.
- F. Ecology Block units shall have following dimensions.

#### 1. FULL

a. Size: 2-feet x 2-feet x 6-feetb. Weight: ~3,600 pounds

c. Color: Grey

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#### 2. HALF

a. Size: 2-feet x 2-feet x 3-feet

b. Weight: ~1,800 pounds

c. Color: Grey

- G. Use Gravel Backfill for Walls and for wall backfill per WSDOT 9-03.12(2).
- H. Provide Geosynthetics conforming to WSDOT Section 9-33.

#### PART 3 CONSTRUCTION

#### 3.1 QUALIFICATION

A. The contractor and the site supervisor shall have successfully completed several projects including the installation of Ecology Block or ULTRABLOCK™ gravity wall systems.

#### 3.2 EXCAVATION

- A. 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.
- B. 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.
- C. 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 to establish grade and face location of the second level.
- D. Overexcavated or filled areas shall be well compacted, inspected and approved by a City engineer.
- E. A City engineer shall evaluate and approve excavated materials that are used as backfill. 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 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 95-percent Standard Proctor Dry Density in accordance with ASTM D698 before placing the leveling pad.

#### 3.4 LEVELING PAD INSTALLATION

The leveling pad shall consist of six (6) inches thick layer of Crushed Surfacing Base Course (CSBC).

Use Crushed Surfacing Base Course (CSBC) per WSDOT Section 9-03.9(3).

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#### 3.5 UNIT/BLOCK INSTALLATION

- A. 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.
- B. 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 place 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 uncompacted lifts of eight (8) inches and shall be compacted to a minimum 95percent of maximum modified proctor density as determined by ASTM 1557-D or 90percent density per AASHTO T180.
- B. Only hand-operated compaction equipment shall be used within five (3) feet of the backface of the Ecology block 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 Block Units.
- D. The toe of the wall shall be filled and compacted as the wall is being constructed.
- E. Granular backfill shall conform to WDOT Section 9-03.12(2).

#### **END OF SECTION**

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Section 03320

## **DIVISION 13 - SPECIAL CONSTRUCTION**

## **SECTION 13011 – ALUMINUM BOX CULVERT (ALBC)**

#### **PART 1 GENERAL**

#### 1.1 SECTION INCLUDES

The work to be performed in this section includes the design, furnishing, erection, and installation of complete pre-engineered arched Aluminum Box Culvert (ALBC) system a.k.a. Aluminum Structural Plate Box Culvert and any miscellaneous components that make up a complete ALBC system.

The work includes excavation of on-site soils, proper trench construction, structure placement to lines, grades and locations shown on project plans.

#### 1.2 SYSTEM DESCRIPTION

- A. The pre-engineered Aluminum Box Culvert (ALBC) shall be erected and installed on newly constructed concrete footing foundations.
- B. The new ALBC will also serve as a corridor for installing buried waterline (8-inch HDPE) to extend the water distribution system as shown on plans.
- C. Contractor shall provide applicable drawings, plans and details for the selected ALBC to the City Engineer.
- D. The contractor may elect to provide an alternate culvert/bridge structure (e.g., precast concrete culvert/bridge systems) that is substantially similar to the ALBC in terms of appearance, quality, strength, functionality, durability, and cost.
- If Contractor makes the election to provide alternative structure, they shall be responsible for preparation of drawings and submittal documents to fully describe the proposed structure for review and approval in accordance with the requirements of Section 01300 – Submittals and Shop Drawings.

#### 1.3 RELATED SECTIONS

- A. Section 01300 Submittals and Shop Drawings
- B. Section 02200 Earthwork
- C. Section 02231 Aggregate Base Course
- D. Section 02246 Geotextile
- E. Section 02660 Water Distribution Piping
- F. Section 03000 Cast-In-Place Concrete
- G. Section 03100 Grouting

#### 1.4 REFERENCES

Construction shall be in accordance with all applicable requirements of the latest edition of the following:

- A. AASHTO LRFD Bridge Design Specifications
- B. LRFD Bridge Construction Specifications

- C. FHWA HDS No.5 Hydraulic Design of Highway Culverts
- D. ASTM B746 Standard Specification for Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
- E. ASTM B864 Standard Specification for Corrugated Aluminum Box Culverts
- F. AASHTO M219 Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches.
- G. Bolts and nuts shall conform to the requirements of ASTM A307 or ASTM A449 and shall be galvanized in accordance with ASTM A153.
- H. ASTM D698 Standard Test for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbs/ft<sup>3</sup>)
- ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbs/ft<sup>3</sup>)

#### 1.5 GENERAL DOCUMENTATION

#### A. ALBC DESIGN AND INSTALLATION

- 1. Submit detail and erection drawings signed by a Professional Engineer licensed in the State of Washington and experienced in the design of hydraulic structures and foundations before proceeding with any fabrication or procurement.
- 2. Drawings shall be complete with details of structural plate, details of assembly and items required for the complete installation.

#### **B. SOILS REPORT**

Tacoma is providing geotechnical information solely for the convenience of the contractor and is not to serve as a warranty that soil conditions will be uniform throughout the project site. The contractor is urged to conduct their own investigation of soils and site conditions.

#### **PART 2 PRODUCTS**

#### 2.1 ACCEPTABLE MANUFACTURERS

#### A. PRE-ENGINEERED ALBC

Manufacturers: Contech Engineered Solutions, West Chester, Ohio.

Lane Enterprises, Camp Hill, PA

TrueNorth Steel, Fargo, North Dakota

#### **B. SUBSTITUTIONS**

Substitutions must fully comply with the specifications.

#### 2.2 CONTRACTOR SUBMITTALS

#### C. DESIGN CALCULATIONS

Contractor shall submit two (2) copies sealed by registered professional Structural Engineer for approval by the City Engineer of the design calculations for the ALBC structure.

#### D. ERECTION INSTRUCTIONS AND DIAGRAMS

Submit instructions and diagrams as necessary to assemble and erect the ALBC structure and install all components for approval containing, but not limited to the following:

- 1. Anchor bolt layouts and sizes
- Structural connections
- 3. Accessory installation details
- 4. Deadman anchor connection and installation
- 5. All details and instructions necessary for complete assembly and installation.
- 6. Shop drawings necessary to supplement the instructions and drawings as required for proper erection and installation of the ALBC and appurtenances.

#### E. CERTIFICATE OF CONFORMANCE OR COMPLIANCE

Submit certificates from the manufacturer attesting that materials conform to the requirements of this specification and reference documents.

#### 2.3 GENERAL REQUIREMENTS

The ALBC shall be designed for the following minimum criteria:

#### A. CULVERT

- 1. Minimum Culvert Span (i.e., Culvert Opening Width): 25'-0"
- 2. Minimum Culvert Rise (i.e., Culvert Opening Height): 6'-0"
- 3. Minimum Culvert Length: 40'-0"
- 4. Maximum Headwall Height (Cover Height): 5'-0"
- 5. Minimum Load Rating: The ALBC shall be rated for H-20, HS-20 or HL-93 traffic loads.

#### PART 3 EXECUTION

#### 3.1 GENERAL

Use equipment, staging, and stockpile locations that result in surcharge loads less than or equal to design surcharge loads.

#### 3.2 FOUNDATIONS

- A. Foundations for the ALBC shall be constructed of reinforced concrete and designed in accordance to meet all current building and design codes.
- B. Concrete work for the ALBC's foundations shall conform to Section 03000 Cast-In-Place Concrete unless otherwise required by the ALBC's design engineer.

#### 3.3 EXCAVATION, FILLING AND GRADING

- A. Excavation, Filling and Grading shall conform to the application requirements of Section 02200 Earthwork.
- B. The ALBC structure shall be installed in accordance with plans and specifications, manufacturer's recommendations, and Section 26 of the AASHTO LRFD Bridge Construction
- C. Filling operations shall follow ALBC's manufacturer's recommendations.

- D. The ALBC structure shall be backfilled using clean, well-graded granular material that meets the requirements of AASHTO M145 soil classifications. A-1, A-2-4, A-2-5, or A-3.
- E. Backfill must be placed symmetrically on each side of the ALBC structure in 8-inch uncompacted lifts. Each lift shall be compacted to 95-percent of maximum modified proctor density as determined by ASTM 1557-D or a minimum of 90-percent density per AASHTO T180.
- F. The Contractor shall direct all surface runoff from adjacent areas away from the retaining wall construction site.

#### 3.4 GROUTING

Grouting work for the ALBC's anchorage shall conform to Section 03100 – Grouting unless otherwise required by the ALBC's design engineer.

#### 3.5 ASSEMBLY AND ERECTION

- A. Assemble and erect ALBC structure in accordance with all approved manufacturer's field construction manual.
- B. The ALBC structure shall be installed in accordance with plans and specifications, manufacturer's recommendations, and Section 26 of the AASHTO LRFD Bridge Construction Specifications.

#### 3.6 GUARDRAIL PLACEMENT

- A. Install posts or foundations tubes in a manner that avoids distorting ALBC headwall or deadman anchors and prevents ripping or tearing of any reinforcement.
- B. Install posts or foundation tubes using minimum diameter holes necessary to place posts.

#### **END OF SECTION**

# POLLUTION AND EROSION CONTROL PLAN COWLITZ RIVER HYDROELECTRIC PROJECT, FERC NO. 2016 MAYFIELD COVE LANE CULVERT & BANK REMEDIATION

Mayfield Cove Lane Culv	vert & Bank Remediation
This PECP has been deve	loped for the following project and addresses the specific issues
listed in the table of conten	
	Cowlitz Hydroelectric Project – Cove Lane Culvert & Bank
Project Title / Activity:	Remediation
	Mayfield Hydroelectric Project – Silver Creek, WA
Location:	maynela rijaresiesine riejest enter eresii, tirt
	PG22-0319F
Specification No:	
	Jason Henry
Project Lead:	
	Project Lead
Title:	
	3628 S. 35 <sup>th</sup> St, Tacoma, WA 98409
Mailing Address:	3020 C. 30 Ct, 1400ma, 1111 30400
3	10/31/2022
Date Prepared:	1,575
	1
Signature:	Jan E. Vanny

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Note: Not all Appendixes will be included in certain plans but their numbering sequence will remain for ease of referencing.

#### SECTION 1: ESTABLISH PROJECT BOUNDARY AND CLEARING LIMITS

The following actions shall be completed prior to any significant alterations to project area:

- A. Tacoma Power will clearly flag all boundary and clearing limits associated with the site access and overall construction to prevent ground disturbance of critical riparian vegetation, wetlands and other sensitive sites beyond project's boundary
- B. Construction activity or movement of equipment into existing vegetated areas shall not occur until the limits are clearly marked.
- C. The contractor shall ensure all construction personnel understand the boundary limits and they shall not operate any equipment outside of the established area or conduct any activities that will disturb the surrounding area.

#### **SECTION 2: CONSTRUCTION SITE STABILIZATION AND PROTECTION**

Prior to major earth disturbing activities, one or more of the following Best Management Practices (BMPs) shall be established by the contractor at all locations where water runoff may be expected to leave the site:

#### A. Sand Bag Berms:

- (i.) The height of the berm shall be approximately 18-inches measured from the top of the existing ground at the upslope toe to the bottom of the berm.
- (ii.) The width of the berm shall be approximately 48-inches across the bottom and 16-inches at the top.
- (iii.) These dimensions may be reduced by the project lead depending on the actual site conditions.
- (iv.) Sand bags shall be 24 to 30-inches in length, 16 to 18-inches in width and 6 to 8-inches in thickness. Each sand bag shall weigh between 90 and 120 pounds.
- (v.) Suitable materials for sandbags are polypropylene, polyethylene, or polyamide woven fabric, minimum unit weight 4 ounces per square yard, mullin burst strength exceeding 300 psi and ultra violet stability exceeding 70 percent.
- (vi.) Course grade sand shall be used.

#### B. Emergency Erosion Control Supplies:

As a minimum, the contractor shall maintain the following materials on-site for emergency erosion control needs.

- (i.) 10-percent of the total quantity of erosion control material initially used to establish the site.
- (ii.) Silt fence and/or straw bales.
- (iii.) Oil-Absorbing pads.
- (iv.) Floating Oil-Absorbing boom whenever surface water is present.
- (v.) These items are in addition to the contractor's standard Spill Prevention and Control Plan.

#### C. Vehicle and Equipment Staging:

- (i.) All vehicle staging, cleaning, maintenance, refueling and fuel storage except that needed by service boats shall be performed in a "Vehicle Staging Area" located at least 150-feet from any stream, water body or wetland unless specially requested and approved in writing by NOAA Fisheries.
- (ii.) All vehicles operating within 150-feet of a stream, water body or wetland shall be inspected daily for fluid leaks and all necessary repairs performed within the staging area.
- (iii.) The contractor shall document these Daily Vehicle Inspections on the attached "Daily Vehicle Inspection Sheet" included as Appendix A-1 and submit these inspection sheets to the City weekly to become part of the project file.
- (iv.) If while operating the equipment, repairs become necessary, the machinery will be returned to the staging area for the required maintenance unless doing so will result in the release of additional pollutants or hazardous materials.

- (v.) Before operations begin and as often as necessary during the project, any equipment that shall be operating below the high-water mark shall be steam cleaned until all visible external oil, grease, mud or other visible contaminates are removed. The vehicle washing shall occur in a location that will not contribute untreated wastewater to any flowing stream or drainage area.
- (vi.) All stationary equipment such as generators, pumps, cranes or stationary drilling equipment operated within 150-feet of any stream, water body, or wetland shall have oil-absorption pads laid out, secured and maintained to capture any potential fluid leaks.
- (vii.) At the end of the day all vehicles shall be removed from within or above the waterway and parked in the established staging area.

#### **SECTION 3: CONSTRUCTION PHASE**

The following activities shall be followed throughout the construction phase:

#### A. Vehicles and Heavy Equipment:

Vehicles and heavy equipment selected shall have the least adverse impacts on the environment as possible. Specific criteria include but are not limited to minimum size and lowest ground pressure.

#### B. Conservation of Native Materials:

- (i.) If possible, native materials shall be left where they were found.
- (ii.) If materials are moved, damaged or destroyed, they shall be replaced with a functional equivalent during site rehabilitation.
- (iii.) Large woody debris, native vegetation, weed-free topsoil and native channel material displaced by the construction activity shall be stockpiled, protected from erosion, and used during the final site rehabilitation.
- (iv.) Vegetation that must be removed will be clearly identified within the clearing limits.
- (v.) Attempts will be made to leave the root nodes in place from all trees or bushes that are cut down during the clearing operation.

#### C. Regulated or Hazardous Products:

- (i.) A list of known regulated or hazardous products and materials that will be used during this project is attached as Appendix A-2.
- (ii.) The contractor shall update this list upon award of the contract and whenever additional regulated or hazardous materials are delivered to the project site and shall immediately submit this revised list to the Project Lead.
- (iii.) This list also contains the specific procedures for inventory, storage, handling and monitoring.
- (iv.) The corresponding Material Safety Data Sheets (MSDS) for these products shall be maintained on site by the contractor and on file with Project Lead.
- (v.) If at any time during work the Contractor finds buried chemical containers, such as drums, or any unusual conditions indicating disposal of chemicals, the contractor shall immediately notify the Project Lead and the Department of Ecology's Southwest Regional Spill Response Office at (360) 407-6300.

#### D. Spill Containment and Control Plan:

- (i.) The spill containment and control plan is attached as Appendix A-3.
- (ii.) This plan contains the specific cleanup and disposal instructions for known regulated or hazardous products, the quick response containment and cleanup measures that will be available on the site and their storage location; proposed methods for disposal of spilled materials; and employee training for spill containment.
- (iii.) The contractor shall update this plan upon award of the contract and whenever additional regulated or hazardous materials are delivered to the project site and shall immediately submit this revised list to the Project Lead.
- (iv.) Fuel hoses, oil drums, oil or fuel transfer valves and fittings shall be checked regularly for drips or leaks and shall be maintained and stored properly to prevent spills.

- (v.) In the event of a discharge of oil, fuel, or chemicals into a stream, water body or wetland or onto land with a potential for entry into these state waters, containment and cleanup efforts shall begin immediately and be completed as soon as possible, taking precedence over normal work. Cleanup shall include proper disposal of any spilled material and used cleanup materials
- (vi.) The following is a list of agencies that shall be notified by the contractor in the event of a hazardous product or material spill:

Spill Circumstance	<u>Agency</u>
Release of hazardous product or material into the soil or water.	Washington State Department of Ecology, SWRO Spill Response Team, 360-407-6300.
Petroleum products released into the water.	National Response Center, 800-424-8802.
Any spill requiring the notification of an outside agency.	Tacoma Power, Project Lead

(vii.) In the event that the contractor is unable to contain and clean-up the spill or release, they shall immediately contact: Cowlitz Clean Sweep, 888-423-6319 or another preapproved response contractor with the name and contact information submitted to Tacoma Power by the general contractor.

#### E. Construction Debris:

Construction debris shall not be allowed to fall into any stream or water body.

- (i.) The amount of work that must be performed over or near water will be limited
- (ii.) If operating over the water, all small tools shall be secured to the structure or work platform with lanyards, cables or ropes.
- (iii.) All materials or equipment shall be secured in a manner to prevent them from falling into or coming into contact with the water body.
- (iv.) Tarps, screens or nets with an appropriately sized mesh to capture and contain any construction materials prior to entering the water shall be established.
- (v.) If lubricating fluids or oils are required, spill and/or over-spray containment shall be established prior to application.
- (vi.) Construction material or debris shall not be stockpiled or stored in any manner that could result in their falling into the water.

#### F. Earthwork:

Earthwork (including drilling, excavation, dredging, filling and compacting) shall be completed as quickly as possible. Also refer to the Construction Specification, Section 02200.

#### (i.) Excavation:

Material removed during excavation shall only be placed in locations where it cannot enter sensitive aquatic resources. Whenever topsoil is removed, it must be stored and reused on site to the greatest extent possible. If culvert inlet/outlet protecting riprap is used, it shall be appropriately sized depending on the culvert and topsoil shall be placed over the rocks and planted with native woody vegetation. Catch basins within the project area shall be fitted with appropriate inserts to filter sediments from stormwater runoff.

#### (ii.) Drilling and Sampling:

If drilling, boring or jacking is used, the following conditions shall apply:

- Drilling operations in a wetted stream channel shall be isolated using a steel pipe, sleeve, or other appropriate isolation method to prevent drilling fluids from contacting water.
- If it is necessary to drill through a bridge deck, containment measures shall be used to prevent drilling debris from entering the channel.
- If directional drilling is used, the drill, bore or jack hole shall span the channel migration zone and any associated wetlands.
- Sampling and directional drilling recovery/recycling pits and any
  associated waste or spoils, shall be completely isolated from surface
  waters, off-channel habitats, and wetlands. All drilling fluids and
  waste will be recovered and recycled or disposed to prevent entry
  into flowing water.
- If a drill-boring conductor breaks and drilling fluid or waste is visible in the water or wetlands, all drilling activities shall cease, pending written approval from NOAA Fisheries to resume drilling.
- (iii.) All disturbed areas shall be stabilized including obliteration of temporary roads, following any break in work, unless construction will resume within 4-days.
- (iv.) All boulders, rocks, woody materials and other natural construction materials used for the project shall be obtained from sources outside of riparian buffer areas.

#### G. Construction Water Discharge:

All Construction water discharged during this project (e.g., concrete washout, pumping for work area isolation, vehicle wash water, drilling fluids) shall be treated prior to being released.

#### (i.) Water Quality:

Facilities will be designed, built and maintained to collect and treat all construction discharge water using the best available technology applicable to site conditions. These facilities shall provide treatment to remove debris, nutrients, sediment, petroleum hydrocarbons, metals and other pollutants likely to be present.

#### (ii.) Discharge Velocity:

If construction discharge water shall be released using an outfall or diffuser port, velocities will not exceed 4-feet per second.

#### (iii.) Spawning Areas:

Spawning areas, submerged estuarine vegetation. Discharges of construction water shall not be released within 300-feet upstream of spawning areas or areas with submerged estuarine vegetation.

#### (iv.) Pollutants:

Pollutants, including green concrete, contaminated water, silts, welding slag or sandblasting abrasive shall not be placed in any wetland or within the 2-year floodplain, except cement or grout when abandoning a drill boring or installing instrumentation in the borings.

#### H. Waste Concrete:

Practices to confine, remove and dispose of excess concrete, cement and other mortars or bonding agents including measures for washout facilities.

- (i.) Concrete truck chutes, pumps and internals shall only be washed out into pre-established and dedicated infiltration ponds sized to provide full containment of the wash water. These dedicated ponds shall be located immediately adjacent to the location of the pour.
- (ii.) Unused concrete remaining in the truck and/or pump shall be returned to the originating batch plant for recycling.
- (iii.) Hand tools including, but not limited to, screeds, shovels, rakes, floats and trowels shall be washed off only into the pre-established infiltration pond.
- (iv.) Any equipment that cannot be easily moved shall only be washed in areas that do not directly drain to natural or constructed stormwater conveyances.
- (v.) Hardened concrete residue from the wash out operation shall be broken up and used as backfill or transported to an approved disposal site.

#### I. Additional Erosion and Sediment Controls:

Control measures used during construction or extended work stoppages.

- (i.) A copy of the approved stormwater plans shall be maintained on the job site whenever construction is in progress.
- (ii.) 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 watercourses and/or storm drainage systems. Deficiencies and corrections or improvements will be noted on the Erosion Control Inspection Log Sheet.
- (iii.) All exposed and unworked soils shall be stabilized by effective measures to protect the soil from the impact forces of raindrops, flowing water and/or wind.
- (iv.) From October 1 through April 30, no soil shall remain exposed and unworked for more than 2 consecutive days. From May 1 through September 30, no soil shall remain exposed and unworked for more than 7 consecutive days. This condition applies to all soils on site, whether at final grade or not.
  - The project lead reserves the right to waive this condition on a case-by-case basis for projects or portions of projects where the existing slopes are less than 5-percent and the soil conditions are such that offsite erosion will not occur. If this condition is waived, it will be so noted in the final report.
  - If site conditions later change and offsite erosion could occur, then the contractor shall immediately adopt all appropriate temporary erosion and sediment control measures.
- (v.) Applicable practices include, but are not limited to, temporary and/or permanent seeding, placing sod, mulch, plastic covering, soil application of polyacrylamide (PAM), or the early application of gravel base on areas to be paved or treated for dust control.

- (vi.) Soil stabilization measures shall be appropriate for the time of year, site conditions, estimated duration of use, and potential water quality impacts that stabilization agents may have on downstream waters and ground water.
- (vii.) Soil stockpiles must be stabilized and protected with sediment trapping measures.
- (viii.) Work on linear construction sites and activities, including right-of-way and easement clearing, roadway development and trenching for utilities, shall not exceed the capability of the contractor to complete the work and restabilize the disturbed soil, meeting the time restrictions listed above.
- (ix.) If plastic sheeting is used, it shall have a minimum thickness of 6 mils and shall meet the requirements of the Washington State Standard Specifications for Road, Bridge and Municipal Construction.
- (x.) Plastic coverings shall be installed and maintained tightly in place by using sandbags with maximum 10-foot grid spacing in all directions. All seams shall be taped or weighted down along their full length and there shall be at least a 12-inch overlap.
- (xi.) Cut and fill slopes shall be designed and constructed in a manner to minimize erosion.
- (xii.) Runoff velocities shall be reduced by limiting the continuous length of slope with terracing and diversions, reduce slope steepness and roughening of the slope surface.
- (xiii.) Off-site stormwater shall be handled separately from the stormwater generated on site.
  - Divert drainage from the top of slope by intercepting all approaching flows.
  - Diverted flows shall be redirected to the natural drainage locations at or before project boundary.
- (xiv.) Flows on the slope shall be collected in pipes, slope drains, or protected channels.

#### J. Cessation of Work:

Project operations will cease under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage. All materials, equipment, and fuel must be removed if flooding in the area is expected to occur within 24-hours.

#### **SECTION 4: INSPECTION OF EROSION CONTROLS**

During construction, the contractor shall inspect all erosion control facilities and monitor instream turbidity daily during the rainy season and weekly during the dry season or after any major storm event that produces runoff to ensure the controls are working adequately. (Mandatory Activity)

#### A. Erosion Control Log Sheet:

The contractor shall record these inspections on the Erosion Control Inspection Log Sheet attached as Appendix A-7 and submit a copy of these to the Project Lead weekly during the rainy season and monthly during the dry season and/or at the end of the project.

#### B. Replacement of Ineffective Controls:

If monitoring or inspections show that the erosion controls are ineffective the contractor shall immediately mobilize work crews to make the necessary repairs, install replacement structures and/or install additional controls as necessary. Ineffective controls and replacements or improvements will be noted on the Erosion Control Inspection Log Sheet.

#### C. Sediment Removal:

Sediment from the erosion control facilities shall be removed once it has reached one-third of the exposed height of the control structure.

#### **SECTION 5: PERMANENT STABILIZATION MEASURES**

#### A. Removal of Temporary Measures:

All temporary erosion and sediment control facilities shall be removed within 30 days after the final site stabilization is achieved or after the temporary facilities are no longer needed.

#### B. Seeding:

Also refer to the Contract Specification, Section 02900.

- (i.) Seed mixture shall vary depending on the actual site conditions. Refer to Appendix A-8 for pre-approved seed mixes.
- (ii.) The seed mixture shall be applied at a rate of at least 140 lb / Acre.
- (iii.) Seedbeds planted between May 1 and October 31 will require irrigation and other maintenance as necessary to foster and protect the root structure.
- (iv.) Seedbeds planted between November 1 and April 30 shall be protected with geotextile, erosion control blankets, jute mat or clear plastic coverings until the plants are fully established.
- (v.) Planting shall not be done during windy weather or when the ground is frozen, excessively wet or the weather is otherwise non-conducive to satisfactory growth.
- (vi.) When hydroseeding, the seed and fertilizer may be applied in one application provided that the fertilizer is placed into the tank no more than 30 minutes prior to application.
- (vii.) Before seeding, install necessary surface control runoff measures such as gradient terraces, interceptor dikes and swales, level spreaders and sediment basins.
- (viii.) Following initial surface roughening, the seedbed shall be firm with a fairly fine surface. Perform all operations across or at right angles to the slope.

#### C. Mulch:

- (i.) Mulch materials shall be long length wood fiber applied at the rate of 1500 to 2000 lbs/acre or straw mulch applied 2-inches to 3-inches deep.
- (ii.) Mulches shall be applied in all areas with an exposed slope greater than 2:1.
- (iii.) Mulching shall be applied immediately after seeding and in all areas, which cannot be seeded because of inclement weather conditions.

## **APPENDIX A-1**

## **Daily Vehicle Inspection Sheet**

Project Na	ame:			
leaving the around sta	e staging area. All necessa	ry repairs have been per ood condition, functional	uid leaks and fueled prior to formed. Oil-absorption diaper l and secured. Any required es" column.	s
Date:	Printed Name:	Signature:	Notes:	
			_	

## **APPENDIX A-2**

## **Regulated or Hazardous Products and Materials**

Project Name:

,		
be use (MSDS whene contain Instruc	ed du S) to ever a n the ctions	actor shall complete this list of regulated or hazardous products and materials that will uring this project and submit it and the corresponding Material Safety Data Sheets, the Project Lead prior to any work occurring on site. The list shall be updated additional regulated or hazardous materials are delivered to the project site and shall a specific procedures for inventory, storage, handling and monitoring.  Some Complete the following table by including the procedures for each regulated or product or material that will be on site. Add additional lines and paragraphs as
1.	PR	ODUCT OR MATERIAL:
	A.	Inventory Procedures:
	_	
	В	Storage Procedures:
	-	
	C	Handling Procedures:
	<u> </u>	Training Freedom Co.
	_	
	D	Monitoring Procedures:
	-	
	-	
2.	PR	ODUCT OR MATERIAL:
۷.	Α.	Inventory Procedures:
	-	
	В	Storage Procedures:
	-	
	C	Handling Procedures:
	O	Transmig Froocuares.
	-	·
	D.	Monitoring Procedures:

## **APPENDIX A-3**

## **Spill Containment and Control Plan**

Project Na	ıme:	
submitted contractor	to the Project Lead prior to	ontrol plan shall be completed by the contractor and work beginning on site. This plan shall be updated by the ot Lead whenever additional regulated or hazardous site.
In the ever	nt of a spill the contractor sh	nall notify the following agencies:
Spill Circui	mstance:	Agency:
Release	Release of Hazardous Product or material into soil or water.  Washington State Department of Ecology, SWRC Spill Response Team, 360-407-6300	
Release of the water	of Petroleum Product into	National Response Center, 800-424-8802
Any spill	requiring the notification of e agency	Tacoma Power, Project Lead
immediate contractor contractor. Instruction additional	ly contact: Cowlitz Clean Sowith the name and contact in the conta	ole to contain and clean-up the spill or release, they shall weep, 888-423-6319 or another preapproved response information submitted to Tacoma Power by the general able by including the necessary information. Add cessary.
I. FIX	ODUCT ON WATERIAL.	
Α.	Notification and Emergenc	y Response Procedures:
В.	Specific Clean-up and Disp	posal Instructions:
C.	Clean-up Measures to be A	Available On-Site Including Their Storage
D.	Approved Disposal Method	ds of Spilled Materials:
E.	Employee Training for Spil	l Containment:

### **APPENDIX A-7**

### **Erosion Control Inspection Log Sheet**

Project Name:					
All erosion control structures and facilities have been inspected and are operational. All required maintenance was performed and is noted below on the appropriate date.					
Date:	Printed Name:	Signature:	Notes:		
-					
-					
_				_	

### **APPENDIX A-8**

### **Approved Seed Mixes for Various Locations**

Temporary Erosion Control Seed Mix

	Percent	Percent	Percent
	Weight	Purity	Germination
Chewings or Blue Grass	40	98	90
Perennial Rye	50	98	90
Redtop or Colonial Bentgrass	5	92	85
White Dutch Clover	5	98	90

Landscaping Seed Mix

	Percent Weight	Percent Purity	Percent Germination
Perennial Rye Blend	70	98	90
Chewings and Red Fescue			
Blend	30	98	90

Low-Growing Turf Seed Mix

	Percent	Percent	Percent
	Weight	Purity	Germination
Dwarf Tall Fescue	45	98	90
Dwarf Perennial Rye			
(Barclay)	30	98	90
Red Fescue	20	98	90
Colonial Bentgrass	5	98	90

### Bioswale Seed Mix

	Percent Weight	Percent Purity	Percent Germination
Tall or Meadow Fescue	75-80	98	90
Seaside/Creeping Bentgrass	10-15	92	85
Redtop Bentgrass	5-10	90	80

### Wet Area Seed Mix

	Percent	Percent	Percent
	Weight	Purity	Germination
Tall or Meadow Fescue	60-70	98	90
Seaside/Creeping Bentgrass	10-15	92	85
Meadow Foxtail	10-15	90	80
Alsike clover	1-6	98	90
Redtop Bentgrass	1-6	92	85

### Meadow Seed Mix

	Percent	Percent	Percent
	Weight	Purity	Germination
Redtop or Oregon Bentgrass	20	92	85
Red Fescue	70	98	90
White Dutch Clover	10	98	90

# Cowlitz Project - Mayfield Dam Cove Lane Remediation



### OWNER

TACOMA PUBLIC UTILITIES GENERATION ENGINEERING 3628 SOUTH 35TH STREET TACOMA WASHINGTON 98409

### PROJECT ENGINEER

TACOMA PUBLIC UTILITIES GENERATION ENGINEERING 3628 SOUTH 35TH STREET CONTACT: JASON HENRY, P.E. PHONE: (253) 502-8381

### PROJECT DATA

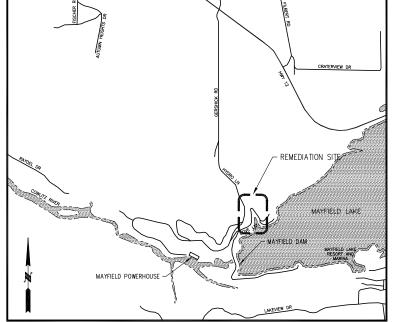
PHYSICAL ADDRESS: 170 BLOCK OF COVE LANE

SILVER CREEK, WA 98585 PARCEL NO.: 02873-30-06006 &

CONTRACTOR LAYDOWN REMEDIATION SITE TEMP CONST. ENTRANCE, SEE DETAIL 2, MP254 - MAYFIELD OFFICE MAYFIELD POWERHOUSE

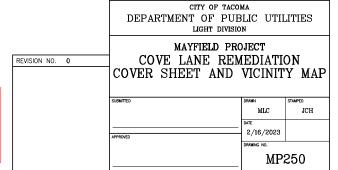
PLAN - COVE LANE REMEDIATION

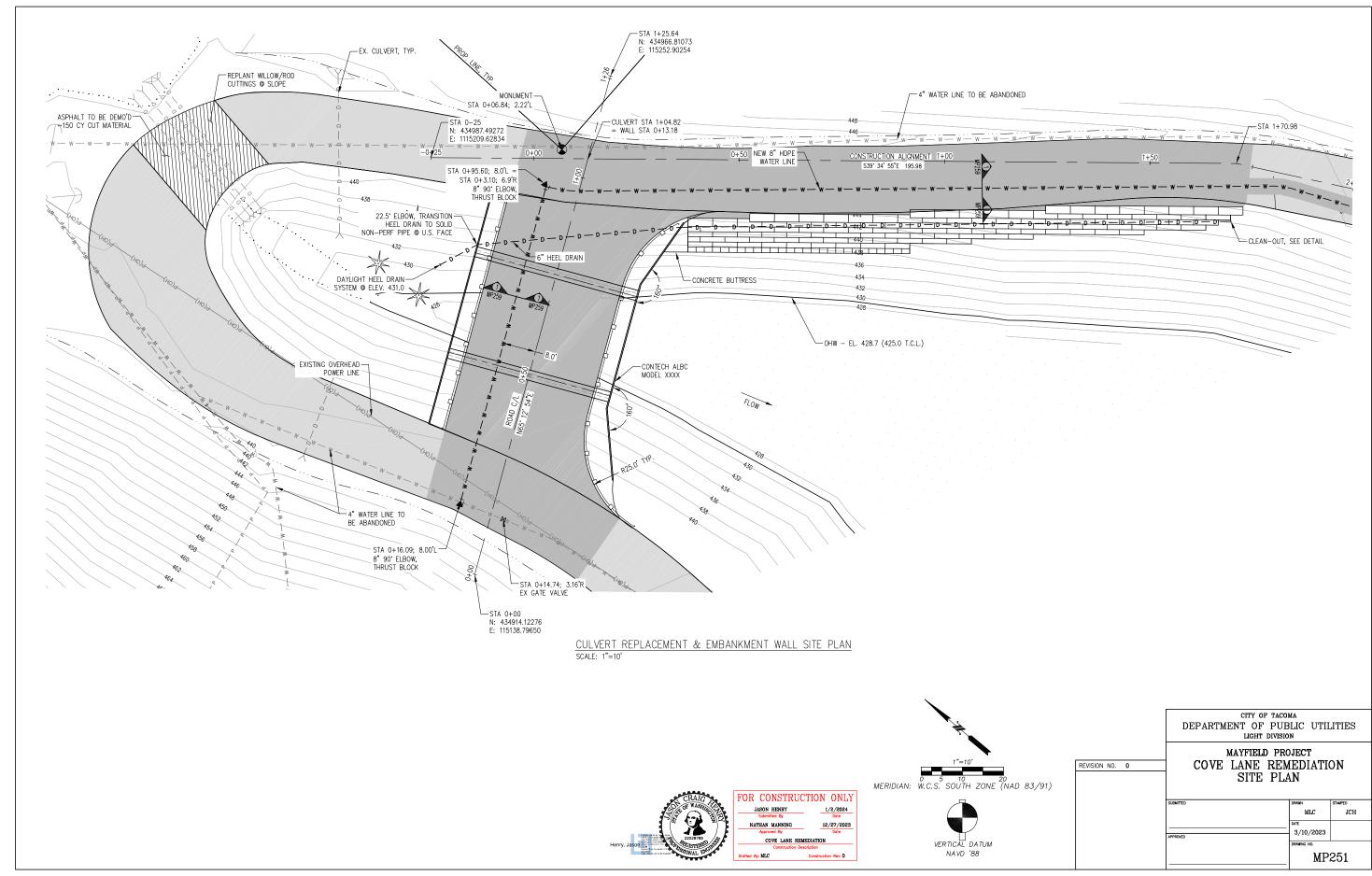
程: CIVIL SHEETS MP250 COVER SHEET & VICINITY MAP MP252 DEMOLITION & EROSION CONTROL PLAN MP253 STANDARD NOTES MP254 STANDARD DETAILS MP255 CULVERT REPLACEMENT, GENERAL LAYOUT MP256 CULVERT REPLACEMENT, ELEVATIONS & SECTIONS MP257 CULVERT REPLACEMENT & EMBANKMENT WALL, CONCRETE DETAILS MP258 EMBANKMENT WALL, PLAN & ELEVATION MP259 EMBANKMENT WALL, SECTIONS & DETAILS MP260 WATERLINE & HYDRANT EXTENSION MP261 PAVING PLAN MP262 CULVERT REMOVAL & BANK REPAIR

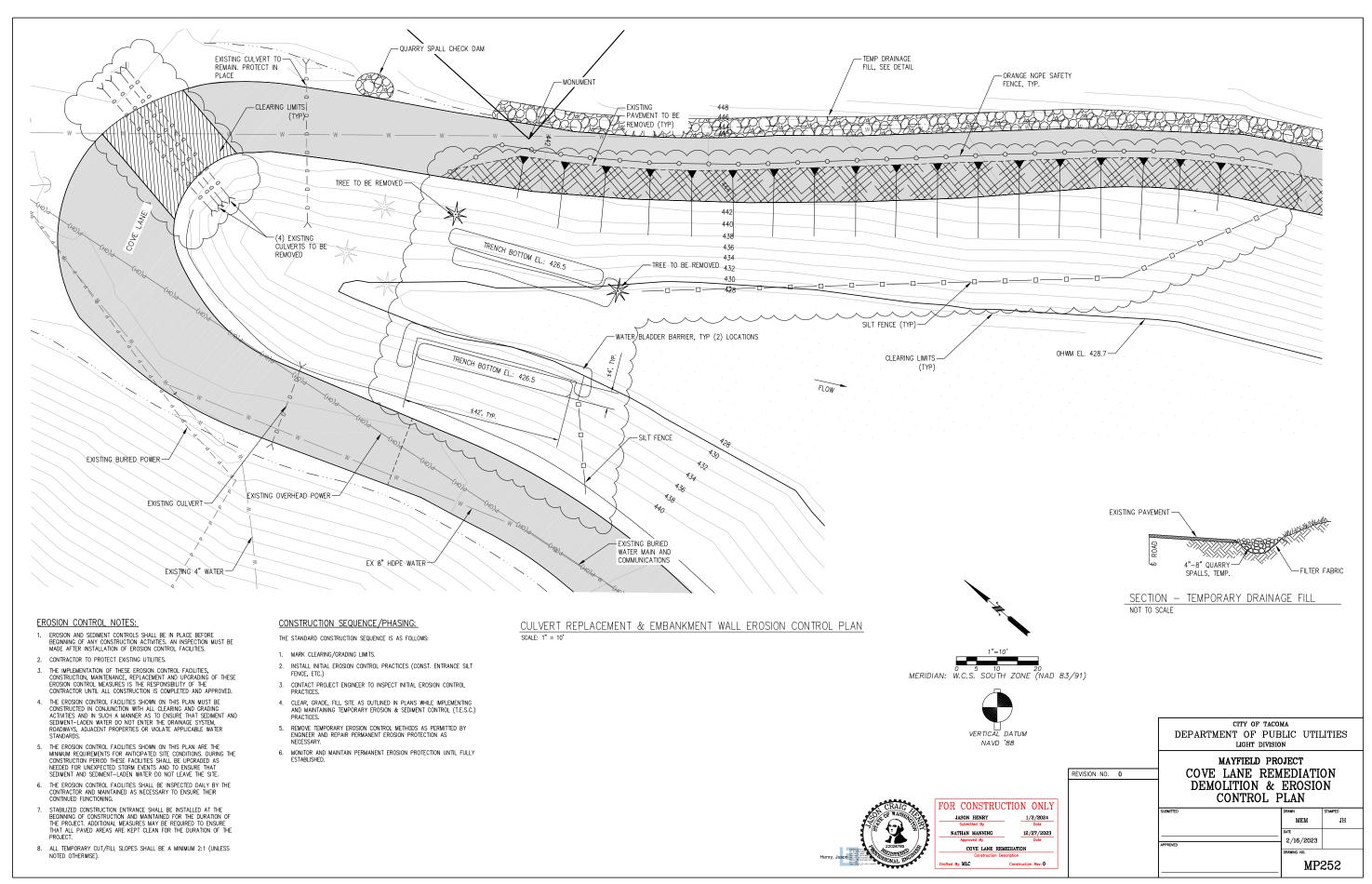


VICINITY MAP SCALE: N.T.S.

12/27/2023







### STANDARD STORMWATER NOTES:

#### GENERAL NOTES:

- 1 ON-SITE FROSION 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
- 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
- 3. ALL EROSION AND SEDIMENTATION CONTROL DEVICES SHOWN ON THE DRAWING SHALL BE INSTALLED PRIOR TO OR AS THE FIRST STAGE 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 IN ANY AREA WHICH HAS BEEN STRIPPED OF YEES FAIRON OR EXPERIENCED LAND DISTURBING ACTIVITIES AND WHILE OF FURTHER 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 BE AUGMENTED WITH MULCHING, NETTING, OR OTHER
- 6. 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 INSTALLATION OF EROSION CONTROL FACILITIES PRIOR TO CLEARING INSPECTION NO. 2 COMPLETION OF CLEARING UPON COMPLETION OF EXCAVATION, FILLING, AND EARTHWORK INSPECTION NO. 5 AS NEEDED TO DETERMINE COMPLIANCE WITH APPROVED PLANS

  - AND/OR SPECIFICATIONS
    - (DOES NOT REQUIRE ADVANCE NOTICE)
- ALL WORK ASSOCIATED WITH STABILIZING THE DISTURBED AREAS SHALL BE IN ACCORDANCE WITH THE LEWIS COUNTY STORMWATER MANAGEMENT MANUAL.
- 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 FARRIC SHALL RE 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 12-INCHES).
- 3. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 8-INCH WIDE AND 8-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 HOU RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 4-INCHES AND SHALL NOT EXTEND MORE THAN 24-INCHES ABOVE THE GROUND SUBFACE.
- 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 FARRIC AND CLOSER POST SPACING IS LISED. 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
- 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.

### SANDBAG BERMS:

- 1. THE HEIGHT OF THE BERM SHALL BE A MINIMUM OF 18 INCHES MEASURED FROM THE TOP OF THE EXISTING GROUND AT THE UPSLOPE TOE TO THE BOTTOM OF THE BERM.
- 2. THE WIDTH OF THE BERM SHALL BE AT LEAST 48-INCHES AT THE BOTTOM AND 18-INCHES AT THE TOP.
- SANDBAGS SHALL BE 24 TO 30-INCHES IN LENGTH, 16 TO 18-INCHES IN WIDTH, AND 6 TO 8-INCHES IN THICKNESS. EACH SANDBAG SHALL WEIGH BETWEEN 90 AND 120-POUNDS.
- SUITABLE MATERIALS FOR SANDBAGS ARE POLYPROPYLENE, OR POLYETHYLENE, OR POLYAMIDE WOVEN FABRIC, MINIMUM UNIT WEIGHT 4-OUNCES PER SQUARE YARD, MULLIN BURST STRENGTH EXCEEDING 300-PSI, AND ULTRA VIOLET STABILITY EXCEEDING 70-PERCENT.
- 5. COARSE GRADE SAND SHALL BE USED.

### INLET PROTECTION:

- 1. PLACE CONCRETE BLOCKS LENGTHWISE ON THEIR SIDES IN A SINGLE ROW AROUND THE PERIMETER OF THE INLET, SO THAT THE OPEN ENDS FACE OUTWARD, NOT UPWARD. THE ENDS OF ADJACENT BLOCKS SHALL NOT ABUT. THE HEIGHT OF THE BARRIER CAN BE VARIED, DEPENDING ON DESIGN NEEDS, BY STACKNIC COMBINATIONS OF BLOCKS THAT ARE 4—NOHES, AND 12—INCHES WIDE. THE ROW OF BLOCKS SHALL BE AT LEAST 12—INCHES BUT NO GREATER
- 2. PLACE WIRE MESH OVER THE OUTSIDE VERTICAL FACE (OPEN END) OF THE CONCRETE BLOCKS TO PREVENT STONE FROM BEING WASHED THROUGH THE BLOCKS. USED HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/2-INCH OPENINGS
- 3. PILE STONE AGAINST THE WIRE MESH TO THE TOP OF THE BLOCKS. USE  $\frac{3}{4}$  TO 3-INCH GRAVEL.
- 4. PLACE WIRE MESH OVER THE DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1-FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. USE HARDWARE OR COMPARABLE WIRE MESH WITH ½-INCH OPENINGS. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, OVERLAP THE STRIPS. PLACE FILTER FABRIC OVER WIRE MESH.
- 5. PLACE 34-INCH GRAVEL OVER THE WIRE MESH. THE DEPTH OF STONE SHALL BE AT 12 LEAST INCHES OVER THE

ENTIRE INLET OPENING. EXTEND THE STONE BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.

6. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT, THE STONES MUST BE PULLED AWAY FROM THE INLET AND

- THE MAXIMUM SPACING BETWEEN THE DAMS SHALL BE SUCH THAT THE TOE OF THE UPSTREAM DAM IS AT THE SAME
- 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
- 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

- 1. SEED MIXTURE SHALL BE BRIARGREEN'S BIOSWALE MIX.
- 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 ).
- BEFORE SEEDING, INSTALL NEEDED SURFACE CONTROL RUNOFF MEASURES SUCH AS GRADIENT TERRACES, INTERCEPTOR DIKES, SWALES, LEVEL SPREADERS AND SEDIMENT BASINS.
- 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. LONG LENGTH WOOD FIBER MULCH 250-LBS. 12-24-24 FERTILIZER 31-0-0 SLOW RELEASE FERTILIZER 50-LBS BRIAR GREEN WETLANDS SEED MIX \*

\* SEED MIX SHALL CONTAIN 80% TALL OR MEADOW FESCUE, 12-PERCENT SEASIDE COLONIAL BENTGRASS, AND 8-PERCENT REDTOP.

- 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.

30-GALLONS FRO-BOND

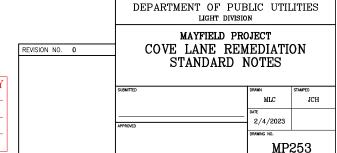
- TOPSOIL SHALL NOT BE PLACED WHILE IN A FROZEN OR MUIDDY CONDITION, WHEN THE SUBGRADE IS EXCESSIVELY WET, OR WHEN CONDITIONS EXIST THAT MAY OTHERWISE BE DETRIMENTAL TO PROPER GRADING OR PROPOSED SODDING OR SEEDING.
- PREVIOUSLY ESTABLISHED GRADES ON THE AREAS TO BE TOPSOILED SHALL BE MAINTAINED ACCORDING TO THE

### CONSTRUCTION ENTRANCES:

- 1. MATERIAL SHALL BE 4-INCH TO 8-INCH QUARRY SPALLS AND MAY BE TOP-DRESSED WITH 1-INCH TO 3-INCH ROCK. (STATE STANDARD SPECIFICATION SECTION 8-15).
- THE ROCK PAD SHALL BE AT LEAST 12-INCHES THICK AND 50-FEET LONG (20-FEET FOR SITES WITH LESS THAN 1-ACRE OF DISTURBED SOIL). WIDTH SHALL BE THE FULL WIDTH OF THE VEHICLE INGRESS AND EGRESS AREA.
- ADDITIONAL ROCK SHALL BE ADDED PERIODICALLY TO MAINTAIN PROPER FUNCTION OF THE PAD
- 4. IF THE PAD DOES NOT ADEQUATELY REMOVE THE MUD FROM THE VEHICLE WHEELS, THE WHEELS SHALL BE HOSED OFF BEFORE THE VEHICLE ENTERS A PAVED STREET. THE WASHING SHALL BE DONE ON AN AREA COVERED WITH CRUSHED ROCK AND WASH WATER SHALL DRAIN TO A SEDIMENT RETENTION FACILITY OR THROUGH A SILT FENCE.

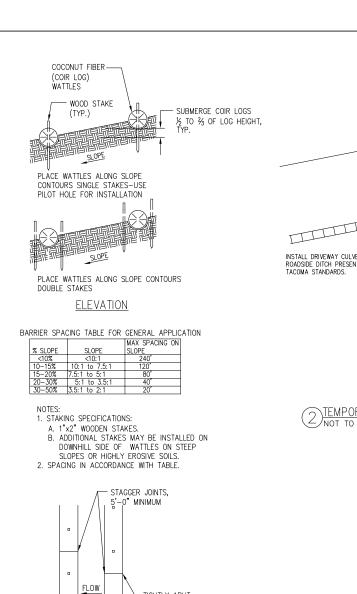
### **GENERAL NOTES:**

- 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.
- 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 STORWAYER 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
- ALL EROSION CONTROL AND STORMWATER FACILITIES SHALL BE REGULARLY INSPECTED AND MAINTAINED BY THE CONTRACTOR DURING CONSTRUCTION.
- 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
- 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
- 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.



CITY OF TACOMA





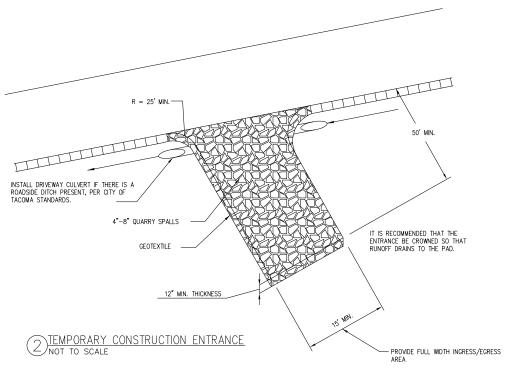
ADJACENT WATTLES

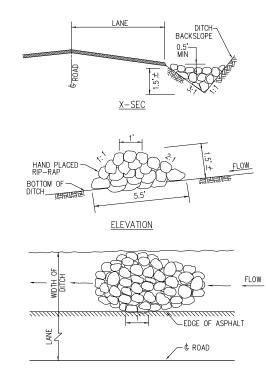
- STAKE SPACING

4' O.C.

<u>PLAN</u>

STRAW WATTLES DETAIL
NOT TO SCALE





PLAN VIEW

CHECK DAM DETAIL

NOT TO SCALE



FILTER FABRIC

MINIMUM 8"x8" TRENCH

2"x4" WOOD POSTS, STEEL FENCE POSTS, REBAR, OR EQUIVALENT

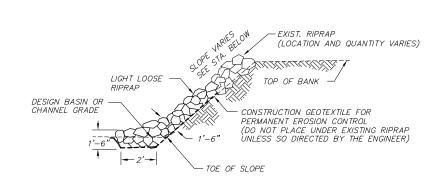
JOINTS IN FILTER FABRIC SHALL BE SPLICED AT POSTS. USE STAPLES, WIRE RINGS, OR EQUIVALENT TO ATTACH FABRIC TO POSTS.

POST SPACING MAY BE INCREASED TO 8' IF WIRE BACKING IS USED

BACKFILL TRENCH WITH NATIVE SOIL OR 3/4"-1.5" WASHED GRAVEL

> 2"x2" BY 14 Ga. WIRE OR - EQUIVALENT, IF STANDARD STRENGTH FABRIC USED

. 2"x4" WOOD POSTS, STEEL FENCE POSTS, REBAR, OR EQUIVALENT



SIPRAP SLOPE PROTECTION DETAIL NOT TO SCALE



FOR CONSTRUCTION ONLY

JASON HERRY

Submitted By Dote

NATHAN MANNING

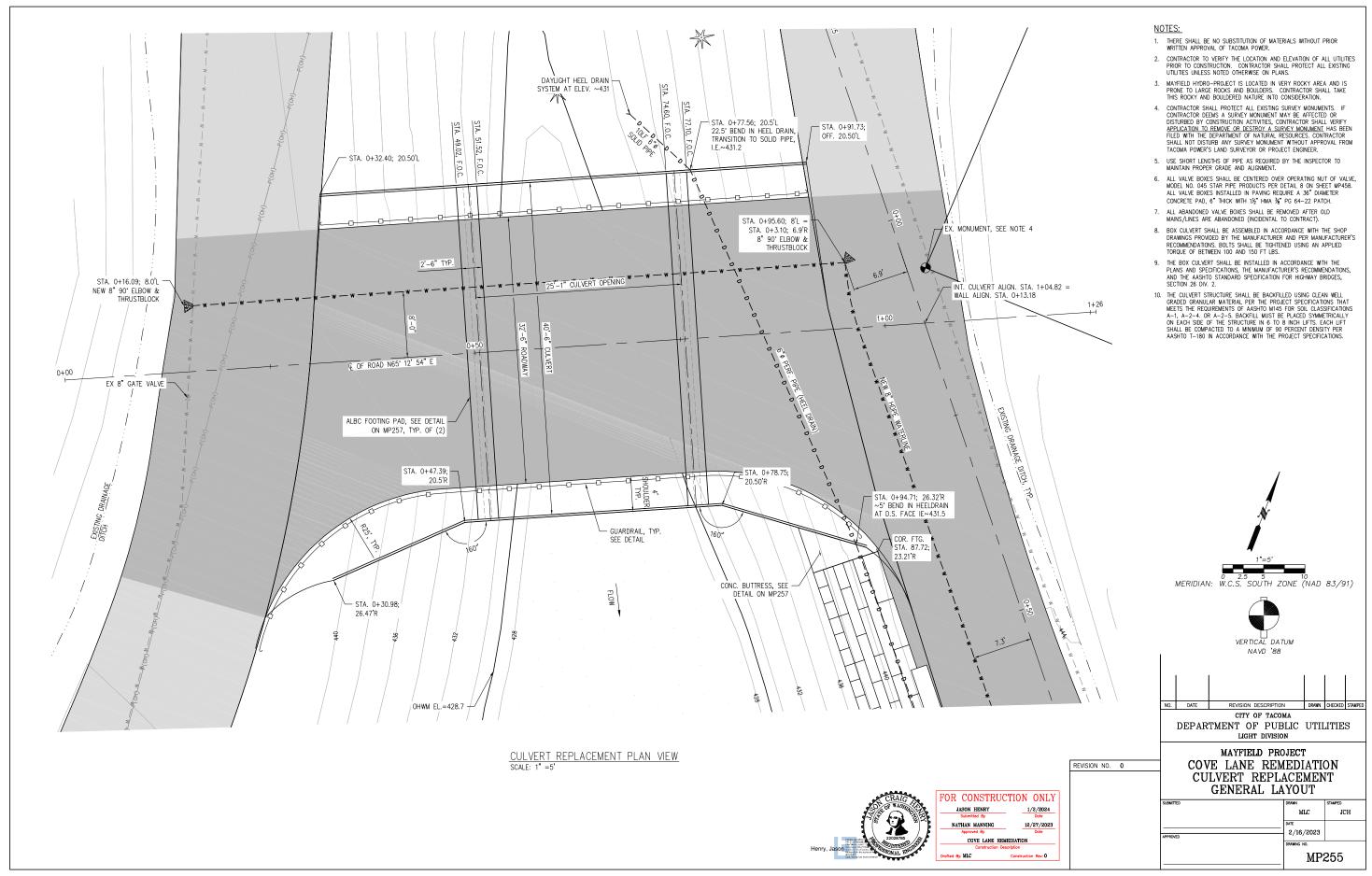
Approved By Dote

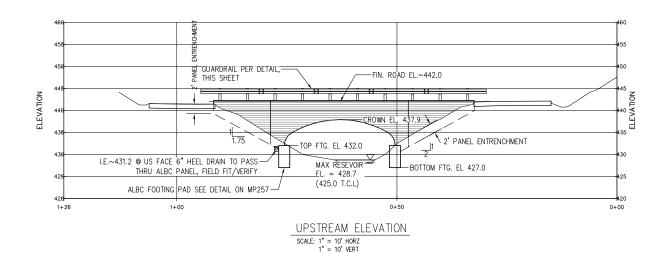
Construction Description

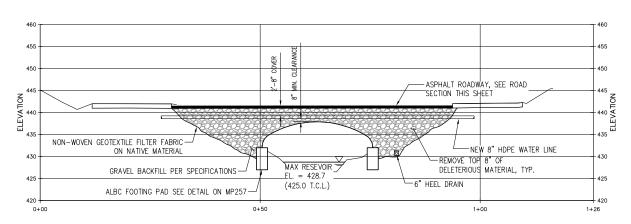
Droffled By MLC

Construction Res: 0

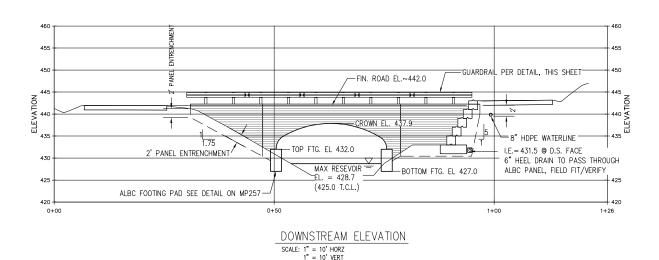
REVISION NO. 0

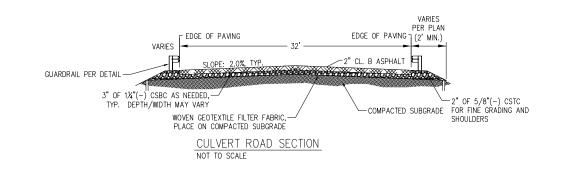


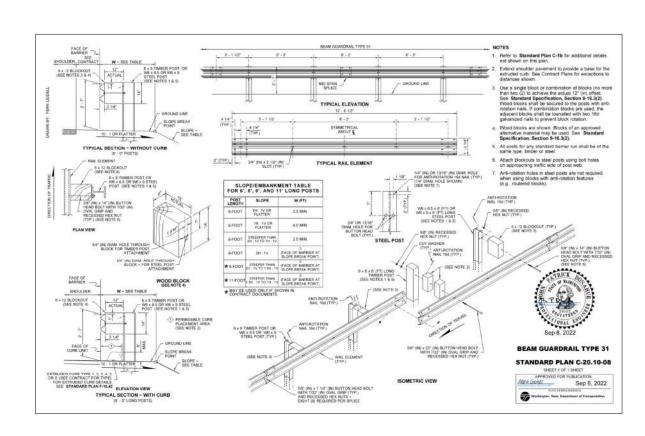


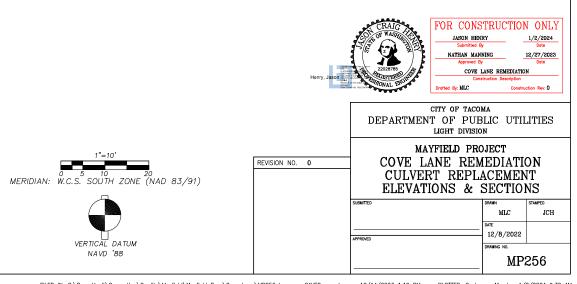


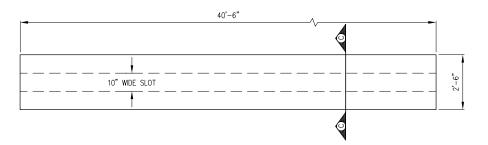
SECTION - CULVERT CROSSING CENTER SCALE: 1" = 10' HORZ 1" = 10' VERT



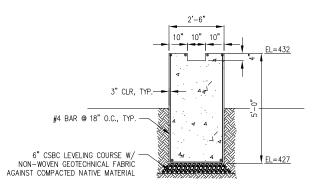








ALBC - FOOTING PAD - PLAN, TYP. SCALE: 1"=2"



FOOTING PAD - SECTION, TYP.

SCALE: 1"=2'

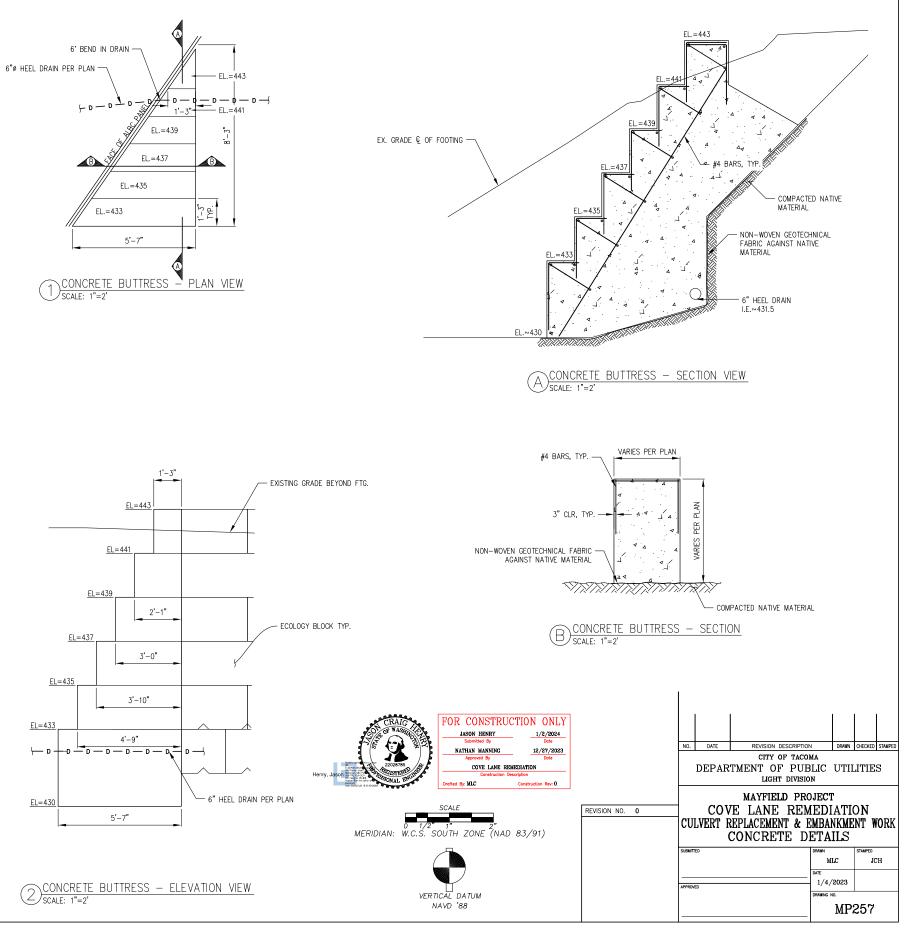
### GENERAL NOTES:

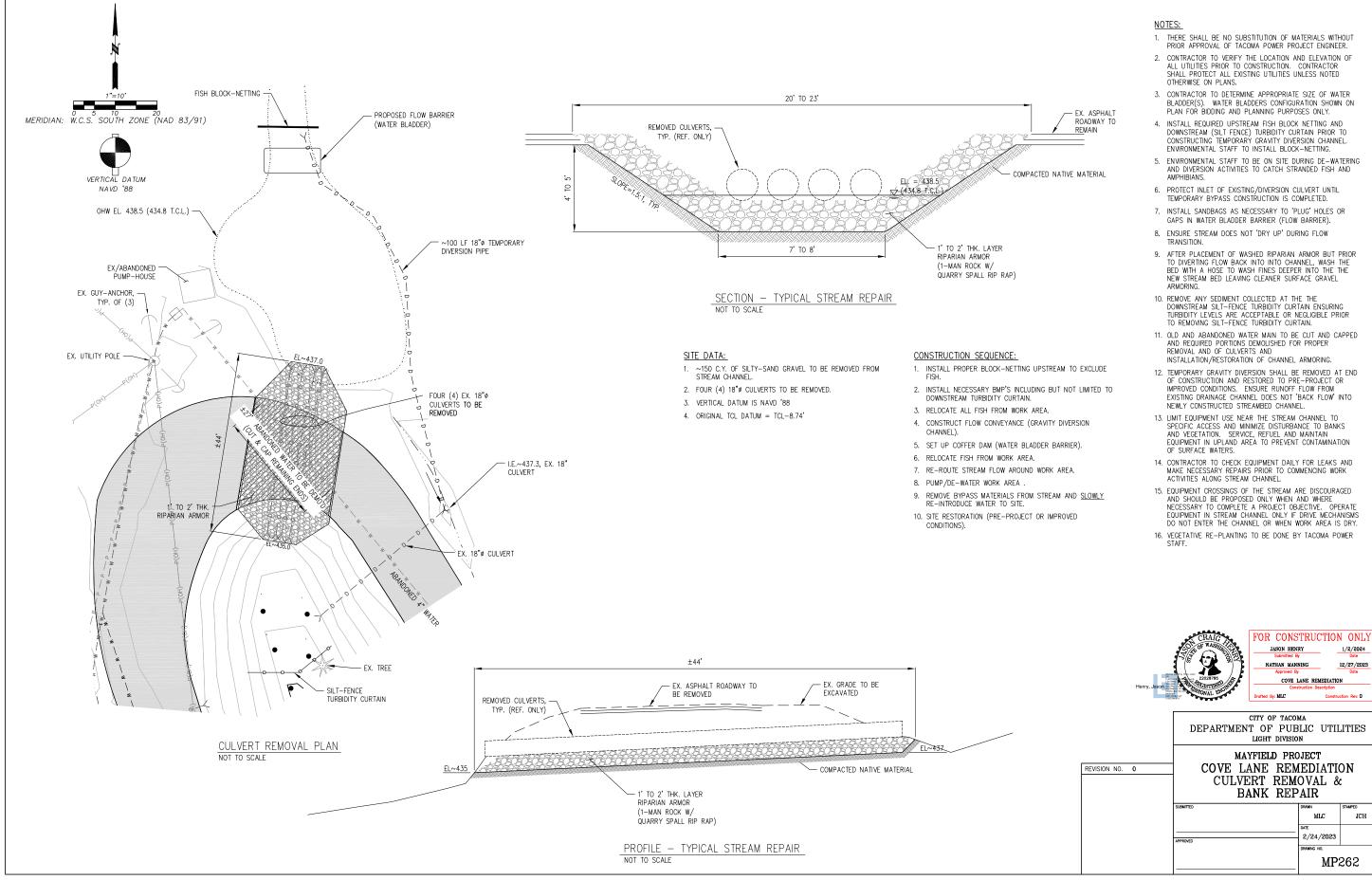
- ALL CAST IN PLACE CONCRETE SHALL HAVE A MIN 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI W/ SLUMP = 4" ± 1".

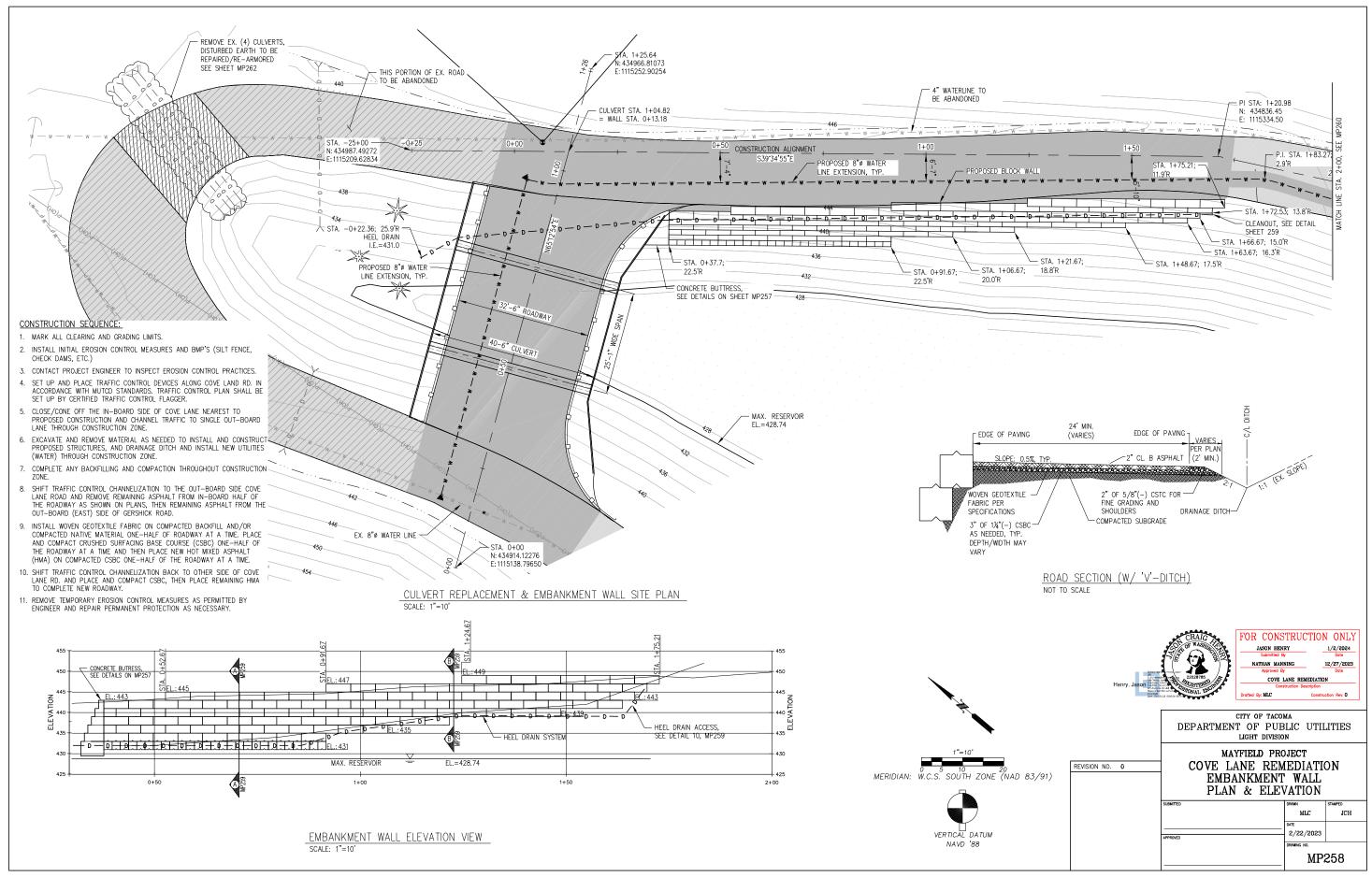
   ALL REINFORCING BARS SHALL BE DEFORMED BILLET BARS CONFORMING TO ASTM A-615 GRADE 60 AND FREE FROM DIRT AND SCALE AT TIME OF PLACEMENT.
- 3. AN AIR ENTRAINMENT AGENT CONFORMING TO ASTM C260 SHALL BE ADDED TO ALL CONCRETE. THE AMOUNT OF ENTRAINED AIR SHALL BE 6% ± 1% BY VOLUME.
- ALL DETAILING, FABRICATION, AND PLACING OF REINFORCING BARS SHALL
  BE IN ACCORDANCE W/ THE "MANUAL OF STANDARD PRACTICE FOR
  DETAILING REINFORCED CONCRETE STRUCTURES" ACI—318, LATEST
  COLORS
- ALL REBAR SHALL HAVE A MINIMUM CLEAR OF 3" AWAY FROM CONCRETE FACES UNLESS OTHERWISE NOTES.
- CALCIUM CHLORIDE (CoCI) OR OTHER WATER-SOLUBLE CHLORIDE ION ADMIXTURES SHALL NOT BE USED.
- Aumia iures shall nu! Be used.

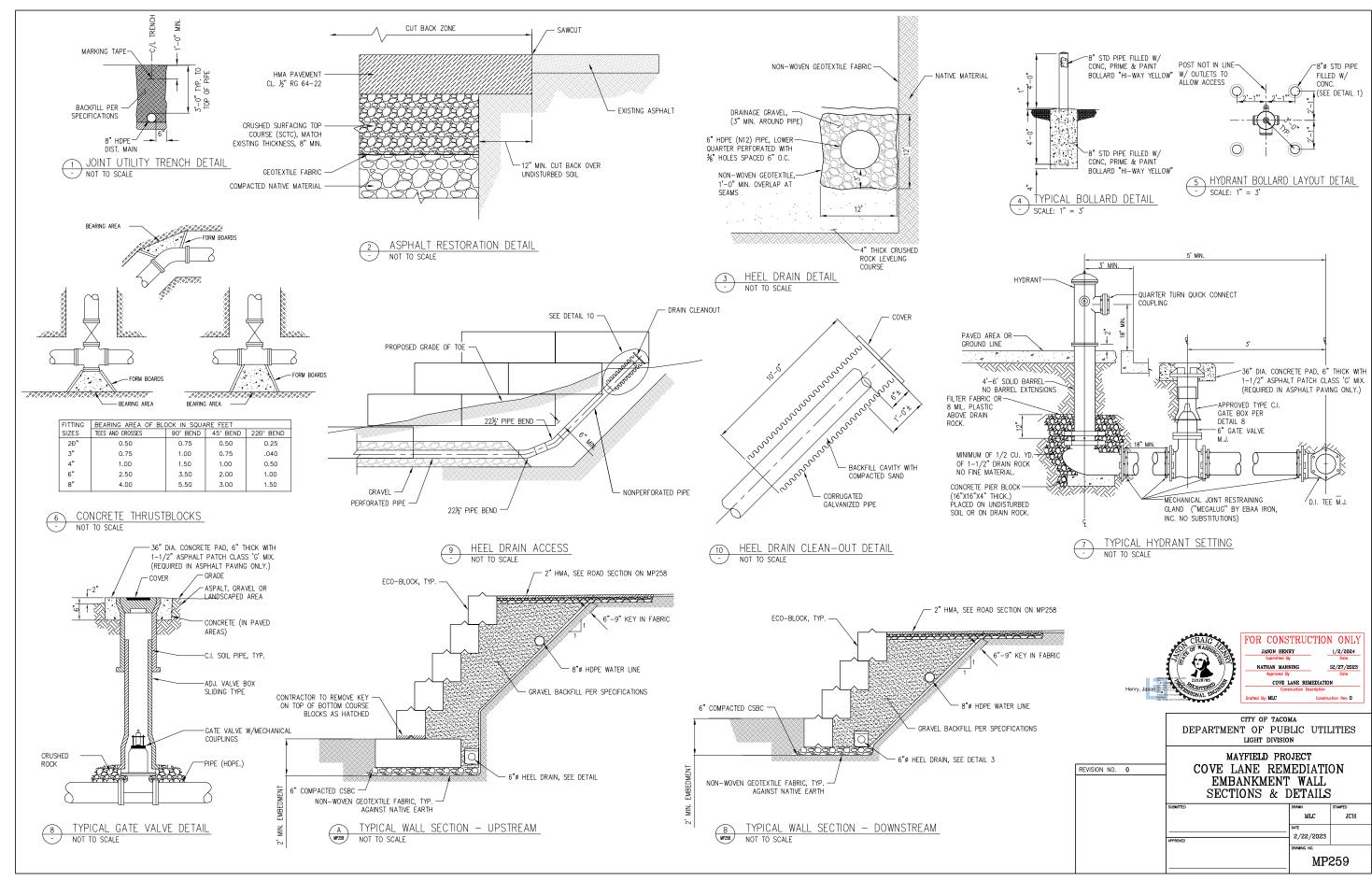
  Finish surface by screeding with screed-rod or screed-board. Finished surfaces shall be straight and true in accordance with plans and specifications.

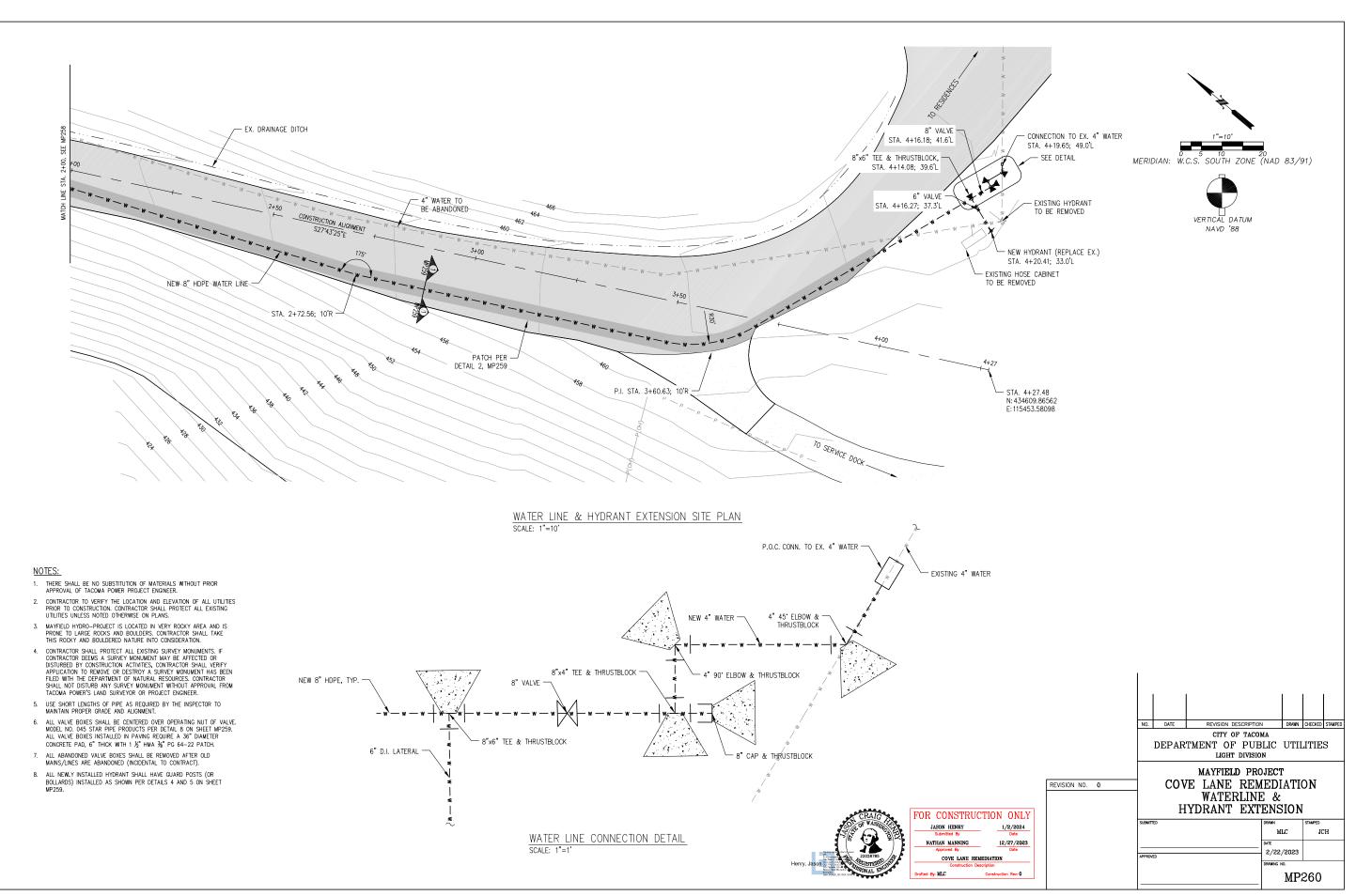
  Concrete panels to be placed over non-woven geotextile fabric on prepared subgrade.

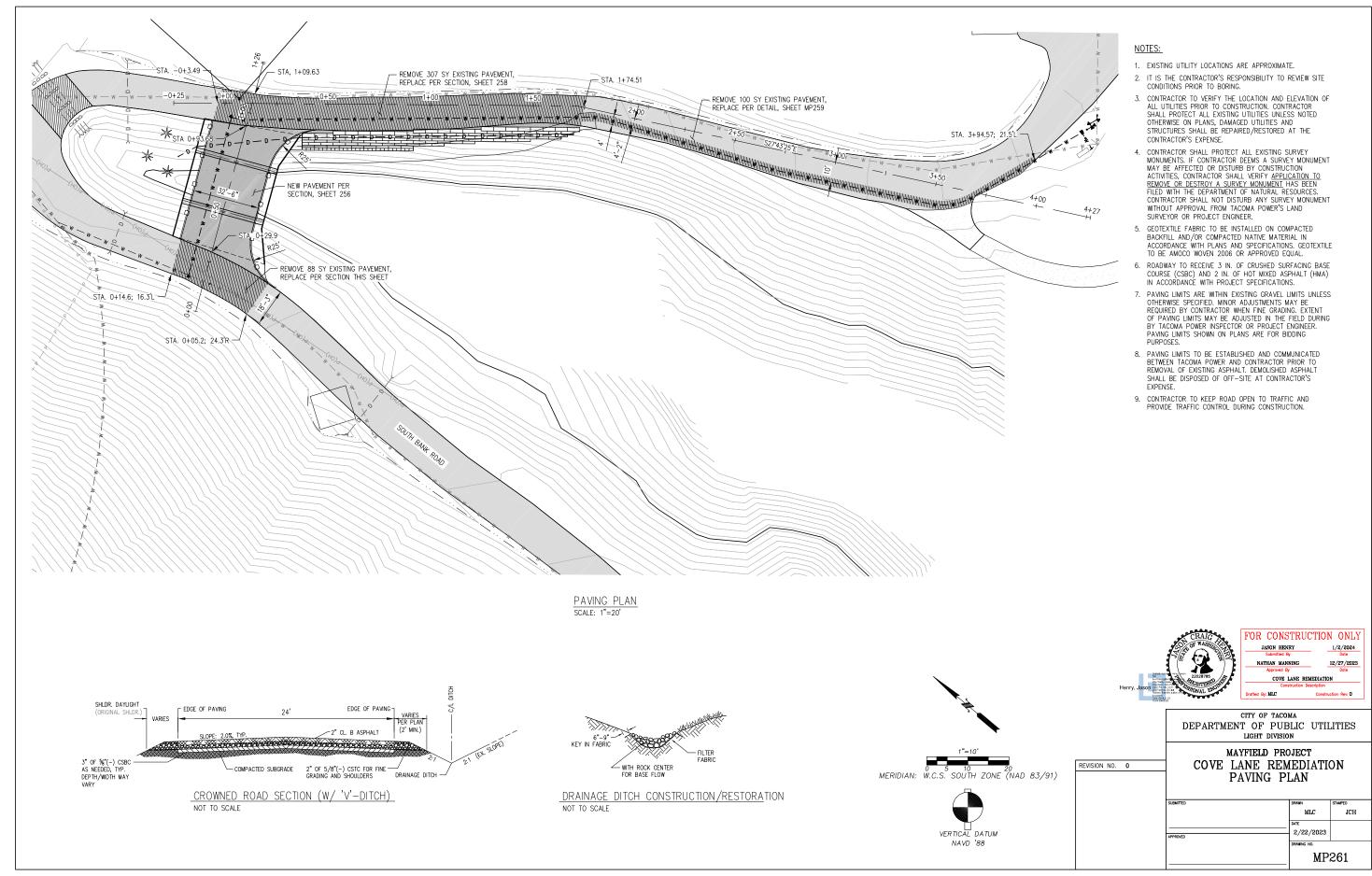












### **APPENDIX B**

Signature Page

Price Proposal Form

Bid Bond

Certification of Compliance With Wage Payment Statutes State

Responsibility and Reciprocal Bid Preference Information

**EIC Utilization Form** 

**Record of Prior Contracts** 

Request for Bids Template Revised: 07/23/2023

### 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. PG24-0011F COWLITZ – MAYFIELD COVE LANE CULVERT & BANK REMEDIATION

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  E.I.No. / Federal Social Security Number Used on Quarterly	State Business License Number In WA, also known as UBI (Unified Business Identifier) Number
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

Form No. SPEC-080A Revised: 06/27/18

Name of Bidder

### **PROPOSAL**

	QUANTITY	BID <u>UNIT</u>	UNIT COST	TOTAL COST
ITEM 1 Mobilization/Demobilization	1	LS	\$	\$
ITEM 2 Pollution and Erosion Control Plan (P.E.C.P.)/(T.E.S.C.)	1	LS	\$	\$
ITEM 3 Brush and Tree Clearing	1	LS	\$	\$
ITEM 4 Cast-in-Place Concrete Foundations	1	LS	\$	\$
ITEM 5 Furnish and Construct Aluminum Box Culvert in Accordance with attached Plans and Specifications	1	LS	\$	\$
ITEM 6 Construct Concrete Segmental Retaining Wall System	1	LS	\$	\$
ITEM 7 Excavation	850	CY	\$	\$
ITEM 8 Gravel Backfill for Walls, In Place	1,800	TON	\$	\$
ITEM 9 Embankment Heel Drain	200	LF	\$	\$
ITEM 10 Trench Excavation	260	LF	\$	\$
ITEM 11 Furnish and Install Pipe Zone Bedding Material	50	TON	\$	\$

			Name of Bidder
	PROPO	SAL	
ITEM 12 Furnish and Install 8-inch High- Density Polyethylene (HDPE) Pipe, PE4710, DR9	520	LF	\$\$
ITEM 13 Furnish and Install 6-Inch Fire Hydrant in Accordance with the Attached Plans and Specifications.	1	LS	\$\$
ITEM 14 Asphalt Demolition	540	SY	\$ \$
ITEM 15 Furnish and Install Crushed Surfacing Base Course, In Place	320	TON	\$\$
ITEM 16 Furnish and Install Crushed Surfacing Top Course, In Place	340	TON	\$\$
ITEM 17 Hot Mixed Asphalt (HMA) Class1/2 PG58H-22, 2-Inches Thick, In Place	62	TON	\$    \$
ITEM 18 Hot Mixed Asphalt (HMA) Class 1/2 PG58H-22 Patch	8	TON	\$    \$
ITEM 19 Guardrail	140	LF	\$\$
ITEM 20 Toe and Embankment Rock Revetment	50	TON	\$\$
ITEM 21 Culvert Removal	1	LS	\$

ITEM 22 *Force Account	\$100,000
*Bidders shall include the <u>\$100,000</u> figure as part of their overall bid. <b>TOTAL ITEMS 1 - 22</b>	\$
**Sales Tax @ 7.8%	\$
TOTAL AMOUNT	\$

Herewith find deposit in the form of a cashier's ch amount is not less than 5-percent of the total bid.	which	
анговин о посторо и анго <b>р</b> оссолютия то на того и анго и	SIGN HERE	
В	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 Obli	igee, in the penal sum of	
and the Surety bind themselves, their heirs, execuseverally, by these presents.	•	
The condition of this obligation is such that if the C	Obligee shall make any award	d to the Principal for
according to the terms of the proposal or bid made and enter into a contract with the Obligee in according shall give bond for faithful performance thereof, Principal shall, in case of failure to do so, pay specified in the call for bids, then this obligation of the force and effect and the Surety shall forthwith damages, the amount of this bond.	ordance with the terms of said with Surety or Sureties app and forfeit to the Obligee the shall be null and void; otherw	d proposal or bid and award and proved by the Obligee; or if the ne penal amount of the deposit vise it shall be and remain in full
SIGNED, SEALED AND DATED THIS	DAY OF	, 20
PRINCIPAL:	SURETY:	
		_
		, 20
Received return of deposit in the sum of \$		

Form No. SPEC-090A Revised: 08/2004

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City of Tacoma

### Certification of Compliance with Wage Payment Statutes

Contractor Name \_\_

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (February 16, 2024), 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 perforegoing is true		the laws of the state of \	Washington that the
Bidder			
Signature of Aut	horized Official*		
Printed Name			
Title			
Date	City		State
Check One:			
Individual 🗆	Partnership □	Joint Venture □	Corporation □
State of Incorpor formed:	ration, or if not a corpor	ration, the state where b	ousiness entity was
If a co-partnersh	ip, give firm name unde	er which business is tra	nsacted:

<sup>\*</sup> 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?:	<ul><li>☐ Yes</li><li>☐ No</li><li>☐ Not Applicable</li></ul>		
Washington Employment Security Department number:	Number:		
Washington Department of Revenue state excise tax registration number:	☐ Not Applicable Number:		
Togica atternation.	☐ 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		

Revised: 7/20/07, 4/9/12 3

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	



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 know 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	æ:							
Address:				City/State/Zip:				
Spec. No	Base Bid '	* \$		Complete business name	s and phone numbers a	e required to verify	your usage of Certif	fied Businesses
Business	a. 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 Utili	ization %	<b>j.</b> WBE Utilization	%	<b>k.</b> SBE Util	ization %			
By signing and	d submitting this form the bide	der certifies that the	OMWBE Certified	Business(s) listed will	be used on this project	including all applic	able change orders.	
Type or Print N	Name of Responsible Officer / T	Γitle	Signature o	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 e uctibles selected by the City of acoma. 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. ( usinesses 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.
- . Column f Estimate E Usage ollar mount For all E firms use , multi ly the amount in Column by 1.0 lus the amount in Column e by 0.20. Insert the total amount in this column.
- . Column g Estimate E Usage ollar mount For all E firms use , multi ly the amount in Column by 1.0 lus the amount in Column e by 0.20. Insert the total amount in this column.
- 9. Column h Estimate E Usage ollar mount For all E, E, or E firms use, ulti ly the amount in Column by 1.0 lus the amount in Column e by 0.20. Insert the total amount in this column.
- 10. loc i he ercentage of actual E utilization calculate on the ase i only. i i e the sum of Estimate E Usage ollar mount Column f by your ase i then multi ly by 100 to get a ercentage amounts from column f i i e by ase i 100 E usage as a ercentage of the ase i.
- 11. loc j he ercentage of actual E utilization calculate on the ase i only. i i e the sum of Estimate E Usage ollar mount Column g by your ase i then multi ly by 100 to get a ercentage amounts from column g i i e by ase i 100 E usage as a ercentage of the ase i .

12. loc he ercentage of actual E utilization calculate on the ase i only. i i e the sum of Estimate E Usage ollar mount Column h by your ase i then multi ly by 100 to get a ercentage amounts from column h i i e by ase i 100 E usage as a ercentage of the ase i.

It is the rime contractor's residual on the c

Nama	of Ridder
Name	OI BIOOPI

CONTRACTOR'S RECORD OF PRIOR CONTRACTS				
NAME		ADDRESS		
Beginning Date	Completion Date	Contract With	Contact Person Telephone #	Amount of

Beginning Date	Completion Date	Contract With	Contact Person Telephone #	Amount of Contract
REMARKS: _				

### **APPENDIX C**

Sample Contract

Sample Payment Bond

Sample Performance Bond

Sample General Release Form

### CONTRACT

Resolution No. Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and [supplier name as it appears in Ariba, including dbas or trade names] ("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. [Spec Number] [Spec Title] together with all authorized addenda.
  - 2. Contractor's submittal [or specifically described portions thereof] dated [Enter Submittal Date] submitted in response to Specification No. [Spec Number] [Spec Title].
  - 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.
- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.
  - If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.
- III. 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, inclusive of Appendices A and B.
  - 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
   \$[Dollar Amount], plus any applicable taxes.
- VI. 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.
- VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR 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. The City, in its sole discretion, will determine the method of payment for this Contract.

- VIII. 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 the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- IX. 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.

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 this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:	CONTRACTOR:	
Signature:	Signature:	
Name:	Name:	
Title:	Title:	
(City	of Tacoma use only - blank lines are intentional)	
Director of Finance:		
<b>5</b>		
Deputy/City Attorney (approve	red as to form):	<del></del>
Approved By:		
Approved By:		
. фриотов 2).		
Approved By:		

### APPENDIX A FEDERAL FUNDING

### 1. Termination for Breach

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if 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. Prevailing Wages

- 1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
- 2. 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 made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
  - i. 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.
  - ii. 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.
  - iii. 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.

### 3. COPELAND ANTI-KICKBACK ACT

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

- A. 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. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

Supplies\_PurchasedServices\_PW Form No. SPEC-120A CW#######
Template Revised: 02/03/2022 Page 3 of 9

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.

### 4. 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. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and 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:

- A. 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. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. In the event of 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 federally funded 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.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) 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. 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 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.

### 5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither 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.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) 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 (3)(A) 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 (3)(A) of this section.
- C. 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 sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) 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 (3)(A) through (D) of this section.

### 6. CLEAN AIR ACT

- A. 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.
- B. 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.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

### 7. FEDERAL WATER POLLUTION CONTROL ACT

- A. 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.
- B. 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 appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

### 8. DEBARMENT AND SUSPENSION

- A. 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).
- B. 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.

- C. 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 CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. 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 throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

### 9. BYRD ANTI-LOBBYING AMENDMENT

- A. 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.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

### 10. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. Competitively within a timeframe providing forcompliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. 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.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **APPENDIX A-1**

# APPENDIX A to 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

# **APPENDIX B—Sub-recipient information and requirements**

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) <b>Unique Entity Identifier</b> (i.e., DUNS)		City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Per Performance S Date		(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i> :	(viii) <b>Total Amount o</b> <b>Funds <i>Obligated</i> to t</b>		II	Amount of the Federal mmitted to the agency
(x) Federal Award Project Decomposition (x) CORONAVIRUS STATE AND L	·	RY FUNDS— City	y of Tacoma	
(xi) Federal Awarding Agen cy: DEPARTMENT OF THE TREASURY	Pass-Through Entity: City of Tacoma		Awarding Offi and Contact II	
(xii) Assistance Listing Numb identify the dollar amount r the Assistance Listing numb	nade available under	each Federal a	•	(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Met sum payment or reir REIMBURSEMENT			



# PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.

That we, the undersigned,		
as principal, and		_
as a surety, are jointly and severally held and firm	ly bound to the CITY OF TACOMA, in the penal sum of,	
\$, for	the payment whereof Contractor and Surety bind themselves,	
their executors, administrators, legal representative	res, successors and assigns, jointly and severally, firmly by these presents.	
This obligation is entered into in pursuance of Tacoma.	f the statutes of the State of Washington, the Ordinances of the City of	
WHEREAS, under and pursuant to the City C about to enter with the above bounden principal, a	harter and general ordinances of the City of Tacoma, the said City has or is 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 waivers 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.

Form No. SPEC-100B 04/09/2020

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 Nam		
By:		
Surety:		
By:Agent's Name:		
Agent's Address:		

Form No. SPEC-100B 04/09/2020



# PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.

	Dorid No.
That we, the undersigned,	
as principal, and	
as a surety, are jointly and severally held and firmly bound to the CIT	•
<u> </u>	of Contractor and Surety bind themselves,
their executors, administrators, legal representatives, successors and	
This obligation is entered into in pursuance of the statutes of the Tacoma.	
WHEREAS, under and pursuant to the City Charter and general about to enter with the above bounden principal, a contract, providing	
Specification No.	
Specification Title:	
Contract No.	
(which contract is referenced to herein and is made a part hereof as t	though attached hereto), and
WHEREAS, the said principal has accepted, the said contract, at	
the manner and within the time set forth.	
This statutory performance bond shall become null and void, if and w successors, or assigns shall well and faithfully perform all of the Princ and conditions of all duly authorized modifications, additions and chaltime and in the manner therein specified; and if such performance ob force and effect.	cipal's obligations under the Contract and fulfill all terms nges to said Contract that may hereafter be made, at the
The Surety for value received agrees that no change, extension of tin specifications accompanying the Contract, or to the work to be perfor obligation on this bond, and waives notice of any change, extension or the work performed. The Surety agrees that modifications and chaincrease the total amount to be paid the Principal shall automatically notice to Surety is not required for such increase.	med under the Contract shall in any way affect its of time, alteration or addition to the terms of the Contract inges to the terms and conditions of the Contract that
If the City shall commence suit and obtain judgment against the Sure such judgement, shall pay all costs and attorney's fees incurred by th any action arising out of in in connection with this bond shall be in Pie	e City in enforcement of its rights hereunder. Venue for
Surety companies executing bonds must be authorized to transact but in the current list of "Surety Companies Acceptable in Federal Bonds' Bureau of Accounts, U.S. Department of the Treasury.	
One original bond shall be executed, and signed by the parties' duly a accompanied by a fully executed power of attorney for the office executed power of at	
Principal: Enter Vendor Legal Name	
	<del></del>
Ву:	-
Surety:	
	<del></del>
By:	-
Agent's Name:	-
Agent's Address:	_

Form No. SPEC-100A 04/09/2020

# GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the conti	
between(Themselves or Itself)	Project / Spec, # and the City of Tacoma,
(Themselves or Itself)	
dated	, 20, hereby releases the City of Tacoma, its
departmental officers and agents from any a	and all claim or claims whatsoever in any manner
whatsoever at any time whatsoever arising of	out of and/or in connection with and/or relating
to said contract, excepting only the equity o	f the undersigned in the amount now retained by
the City of Tacoma under said contract, to-v	vit the sum of \$
Signed at Tacoma, Washington this	_ day of, 20
	Contractor
	By
	Title

# **APPENDIX D**

City of Tacoma Insurance Requirements

City of Tacoma General Provisions

LEAP Documents

EIC Documents

Request for Bids Template Revised: 07/23/2023 This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

# 1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
  - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
  - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
  - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
  - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
  - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
  - 1.3.6. Be 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
  - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
  - 1.4.1. An ACORD certificate or equivalent
  - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage

Insurance Requirements
Template Revised 03/29/2023

Spec/Contract Number: PG24-0011F
Page 1 of 5

expiration via email sent annually to coi@cityoftacoma.org.

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. 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.
- 1.12. 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 changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. 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).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

#### 2. SUBCONTRACTORS

Insurance Requirements Spec/Contract Number: PG24-0011F
Template Revised 03/29/2023 Spec/Contract Number: PG24-0011F

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

#### 3. 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. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or 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 MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

# 3.3 Workers' Compensation

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. 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 Professional Liability Insurance or Errors and Omissions

For contracts with professional licensing, design, or engineering services. Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract. Contractor shall maintain this coverage for Two Million Dollars (\$2,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

#### 3.6 Excess or Umbrella Liability Insurance

Insurance Requirements
Template Revised 03/29/2023

Spec/Contract Number: PG24-0011F

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

# 3.7 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work.

# 3.8 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:

- 3.8.1 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
- 3.8.2 Be on an ISO Special Form Causes of Loss or the equivalent and also include coverage for Collapse, Earthquake and Flood. The deductible for Earthquake and Flood may be higher than the \$5,000 deductible required in 3.18.1
- 3.8.3 Include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site
- 3.8.4 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
- 3.8.5 Contain a Waiver of Subrogation provision whereby each insured waives their subrogation rights to the extent the loss is covered by this insurance
- 3.8.6 Grant permission to occupy, allowing the building or structure to be partially occupied prior to completion, without detrimental effect to the coverage provided
- 3.8.7 Include coverage for the testing and startup of the building's operating systems
- 3.8.8 Include coverage for City of Tacoma's loss of use or business interruption arising out of a covered loss which delays completion
- 3.8.9 Include resultant damage coverage for loss due to faulty workmanship and defective material
- 3.8.10 Include coverage for startup and testing
- 3.8.11 Include coverage for 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.

# 3.9 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.

Insurance Requirements Spec/Contract Number: PG24-0011F

#### **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 <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a>.
- **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, <a href="https://www.cityoftacoma.org/government/city\_departments/finance/tax\_and\_license/">https://www.cityoftacoma.org/government/city\_departments/finance/tax\_and\_license/</a>. 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. Pregualified 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/orservices 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 indemnity, 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 I 0 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 I

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

3rd Monday in February
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.
  - For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
  - 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 <a href="mailto:pcardadmin@cityoftacoma.org">pcardadmin@cityoftacoma.org</a>.

#### 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).
- Contractor must comply with 2 C.F.R. pt. 180, subpart C and 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:

- 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.

	, certifies or affirms the truthfulness and accuracy of each statement of its e, if any. In addition, the Contractor understands and agrees that the provisions of
	nistrative Remedies for False Claims and Statements, apply to this certification and
Signature of Contractor's	Authorized Official
Name and Title of Contra	ctor'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(I), 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.



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. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified 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 (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma's LEAP Coordinator, Deborah Trevorrow, at (253) 591-5590, or e-mail <a href="leap@cityoftacoma.org">leap@cityoftacoma.org</a>. 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 Prime 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 an additional 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	*Penalty may be waived in the best
•	89% to 75% achievement	\$3.50 penalty	interests of the City of Tacoma.
•	74% to 50% achievement	\$5.00 penalty	
•	49% to 1% achievement	\$7.50 penalty	
•	0% achievement	\$10.00 penalty	

#### **LEAP DOCUMENT SUBMITTALS\*\*:**

- 1. 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 LEAP Utilization requirements with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.
- 2. WEEKLY CERTIFIED PAYROLL: In LCP Tracker: 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.
- 3. DEPARTMENT OF LABOR & INDUSTRIES (L&I): The Prime must enter the project in the L&I project site under the 'Tacoma, City of' account 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



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
- □ LEAP Employee Verification Form: to be submitted on an ongoing basis for each employee who may be a LEAP-qualified employee
- □ Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List: 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)



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. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma's LEAP Coordinator, Deborah Trevorrow, at (253) 591-5590 or <a href="leap@cityoftacoma.org">leap@cityoftacoma.org</a>. 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.

\*NOTE – for projects bid on or after October 10, 2023, compliance with workforce requirements and payrolls will be strictly enforced.

### LEAP PROGRAM REQUIREMENTS:

- 1. LOCAL EMPLOYMENT Requirement: The Prime 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 Requirement: The Contractor is required to ensure that an additional 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(s). Subcontractor labor hours may be utilized towards achievement of the LEAP Requirements. Owner/Operator hours may be used for the Local Employment Requirement.
- 4. FAILURE TO MEET LEAP UTILIZATION REQUIREMENT: Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the percent of the requirement that is met. All rounding shall be done down to the nearest whole percent. The amount per hour that shall be assessed is as follows:

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

### **LEAP DOCUMENT SUBMITTALS\*\*:**

- LEAP EMPLOYEE VERIFICATION FORM: upon request, 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 LEAP Utilization Requirements with at least one piece of verifying
   documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP Qualified.
- 2. WEEKLY CERTIFIED PAYROLL: In LCP Tracker: 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.
- 3. DEPARTMENT OF LABOR & INDUSTRIES (L&I): The Prime must enter the project in the L&I project site under the 'Tacoma, City of' account and notify the LEAP Office when this has been completed.

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



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 documentation and forms that are required to be submitted by the Prime and Sub Contractors.

- □ LEAP Abbreviated Program Requirements: brief overview of LEAP Program requirements
- □ LEAP Employee Verification Form: to be submitted, upon request, for each employee who may be a LEAP-qualified employee
- □ Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List: 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.
- □ 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 leap@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.

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### 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 as follows:

Percent of Goal Met	Assessment per unmet hour
100%	\$ 0.00
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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)

# LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

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

### Post-award:

- Provide information to the LEAP Office (see LEAP contact information below). Provide the name and email address of the person(s) who will oversee LEAP utilization and payrolls.
- *LEAP Employee Verification*. Proof of residency may be requested for employees who may be LEAP-Qualified and may be able to help meet the LEAP Requirements.
- All certified payrolls. Prime contractor is responsible for ensuring their, and their subcontractors', payrolls are submitted via LCP Tracker. By submitting payrolls in LCP Tracker before the Labor & Industry's website, you can reduce data entry.

The City of Tacoma's LEAP office enforces varying workforce utilization requirements based on City projects based on certain monetary thresholds and project locations.

**Local Employment Utilization Requirement -** the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by journey or apprentice level craft workers who are residents of the City of Tacoma or Economically Distressed Zip Codes.

**Apprenticeship Utilization Requirement** – the Prime Contractor performing a qualifying public work or improvement 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.

\*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 subject to the:

1. 15% Local Employment Utilization Requirement

LEAP staff can assist contractors in identifying 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) 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 www.cityoftacoma.org/leap

## **LEAP EMPLOYEE VERIFICATION FORM**

## Submit upon request from LEAP Office

Contractor/Sub:	Specification Number:
Project Description:	
Employee Name:	
Ethnic Group ( <i>optional</i> ): ☐ Asian/Pad	c Isl. □ Black □ Hispanic □ Native American □ White □ Other
Gender ( <i>optional</i> ): □ MALE □ FE	:MALE
Complete Physical Address (No PO Boxe	es):
City: State: Zip:_	Telephone: Date of Hire:
Apprenticeship County: A	pprentice Registration I.D. <i>(if applicable):</i>
Age: Copy of DD-214:	
*******Please fill out entire form for tracking	g LEAP performance******
LEAP qualified employee categories: (check all	that apply and provide evidence for each check)
a. Resident (journey level or certified ap	oprentice) within the geographic boundaries of the City of Tacoma
b. Resident (journey level or certified ap Utilities Service Area	oprentice) within Economically Distressed ZIP Codes of the Tacoma Public
c. WA State Approved Apprentice living \$1,000,000)	in the Tacoma Public Utilities Service Area (Only valid for projects over
d. WA State Approved Apprentice *(Only County)	y valid for contracts where 100% of work is performed outside of Pierce
Signature of Employee:	Date:
Contractor Representative:	Date:

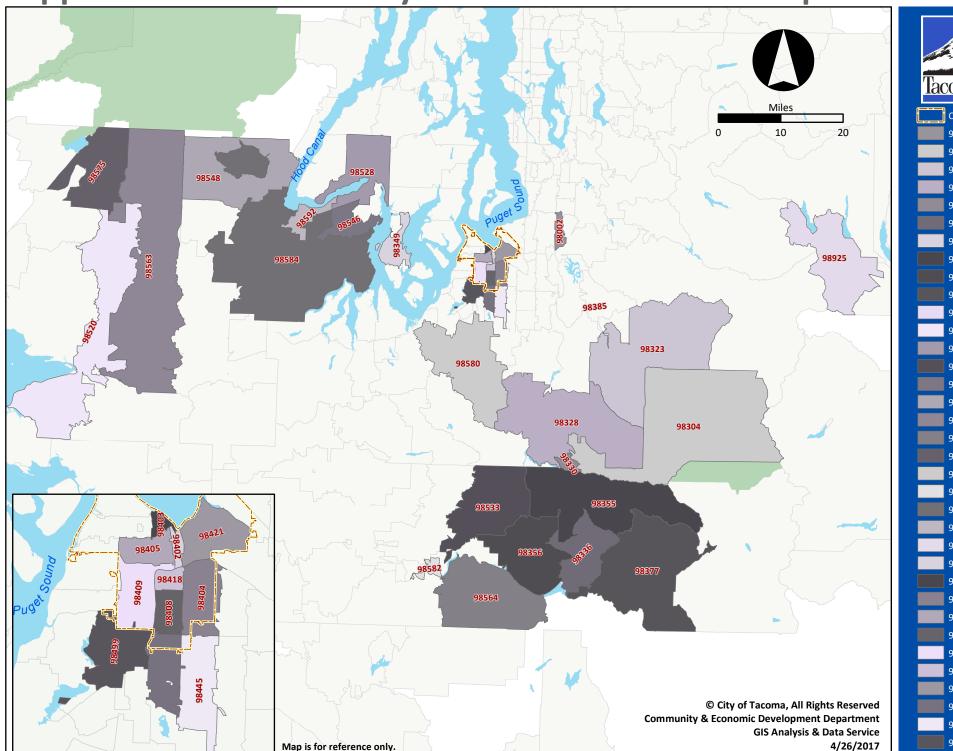
### LEAP EMPLOYEE VERIFICATION FORM

### To be Completed by Contractor or Subcontractor

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line. 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:

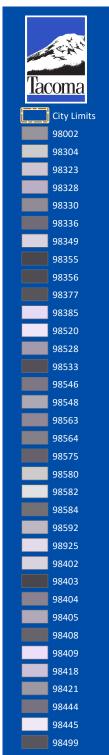
Title:

# **Appendix C: Economically Distressed ZIP Codes Map**



Created by: aabramovich

Z:\R2017\R188\Mxds\Priority Hire Zipcodes 8x11 042617.mxd



# **LOCAL EMPLOYEE REQUIREMENT ONLY**

# City of Tacoma

(Journeyman AND Apprentice)

98402	98421
98403	98422
98404 (some)	98424
98405	98444
98406	98445
98407	98465 (some)
98408	98466 (some)
98409	98467 (some)
98418	

# Check addresses here:

 $\frac{https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?}{id=38107f6b096a4b8280c0d9b8a05bc7eb}$ 

# LOCAL EMPLOYEE REQUIREMENT ONLY

# Economically Distressed Areas (Journeyman AND Apprentice)

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

# **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 <a href="OMWBE">OMWBE</a> Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

### **EQUITY IN CONTRACTING REQUIREMENTS**

Minority Business Enterprise Requirement	Women Business Enterprise Requirement	Small Business Enterprise Requirement
0%	1%	9%

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

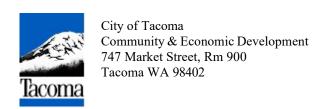
www.omwbe.diversitycompliance.com\*

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/EIC: PWR-01130-03-02 Date of Record: 01/22/2024 Project Spec#: pg24-0011F

Project Title: Mayfield Cove Lane Culvert & Bank Remediation Project

\*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 EQUITY IN CONTRACTING (EIC) PROGRAM

### **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 <u>Tacoma Municipal Code Chapter 1.07</u>.

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 (<u>OMWBE website</u>). 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 policy, the City of Tacoma is utilizing a cloud-based software system:

**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.

(updated 05/2023) Page 1 of 2

The system is monitored/audited by EIC staff to ensure contract compliance, proactively identify potential issues, and track contract progress.

### \*EIC STAFF Contact Information

For questions regarding Certifications, EIC Compliance and B2GNow support, contact EIC Staff:

- Call EIC Office at (253) 591-5630 or (253) 591-5826
- Email EIC Office at EICOffice@cityoftacoma.org

(updated 05/2023) Page 2 of 2

# 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

A. "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.

B. "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 June. 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, or "pregnancy outcomes" under TMC 1.29.040, 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. 28859 Ex. A; passed Nov. 22, 2022: 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 June. 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 June. 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 June. 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)