

City of Tacoma, WA

TACOMA WATER

**REQUEST FOR BIDS** 

**SPECIFICATION NO. TW22-0077F** 

WATER DIVISION PROJECT NO. MRP 2022-0002

Curran Road, 50<sup>th</sup> Avenue E, 152<sup>nd</sup> St E to Brookdale Road E & 138<sup>th</sup> St E, Canyon Road E to end of Cul-de-Sac



Revised: 01/2006

# CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES TACOMA WATER

# **SPECIFICATION NO. TW22-0077F**

# CONSTRUCTING WATER MAINS in accordance with approved plans for

# WATER MAIN REPLACEMENT PROJECT NO. MRP 2022-0002

Curran Rd, 50<sup>th</sup> Ave E, 152<sup>nd</sup> St E to Brookdale Rd E & 138<sup>th</sup> St E, Canyon Rd E to end of Cul-de-Sac



Troy Saghafi, P.E. Tacoma Water Tacoma Public Utilities MRP 2022-0002 City of Tacoma Tacoma Water



#### REQUEST FOR BIDS TW22-0077F WATER DIVISION PROJECT MRP 2022-0002 Curran Road, 50<sup>th</sup> Avenue E, 152<sup>nd</sup>St E to Brookdale Rd E & 138<sup>th</sup> Rd E, Canyon Rd E to end of Cul-de-Sac

### Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, October 11, 2022

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, <u>bids@cityoftacoma.org</u>, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

Submittal Delivery: Sealed submittals will be received as follows:

# By Email:

bids@cityoftacoma.org

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

**Bid Opening:** Held virtually each Tuesday at 11AM. Attend <u>via this link</u> or call 1-253-215-8782. Submittals in response to a RFB will be recorded as received. As soon as possible on the day of submittal deadline, preliminary results will be posted to <u>www.TacomaPurchasing.org</u>.

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained at the City's plan distribution service provider, ARC, 632 Broadway, Tacoma, WA, or by going to <u>http://www.e-arc.com/location/tacoma</u>. Prospective bidders will be required to pay reproduction costs. A list of vendors registered for this solicitation is also available at their website.

**Pre-Proposal Meeting:** A pre-proposal meeting will not be held.

**Project Scope:** Construct approximately 2050 lineal feet of 8-inch, and 6-inch water mains together with all necessary valves, specials, etc., all in accordance with these specifications and approved plans. The work is located in 50<sup>th</sup> Avenue E from 152<sup>nd</sup> Street E to Brookdale Road E and 138<sup>th</sup> St. E, from Canyon Rd E to the end of the cul-de-sac. This work is in the SE ¼ - Sec 24- T19N – R3E – W.M., SE ¼ -Sec 13 -T19N - R3E-W.M., and SW ¼ - Sec 18 – T19N – R4E – W.M., Pierce County, Washington

#### Estimate: \$636,402.00

**Paid Sick Leave:** The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit<u>our Minimum</u> Employment Standards Paid Sick Leave webpage.

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

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Tisha Rico, Senior Buyer by email to trico@cityoftacoma.org.

**Protest Policy:** City of Tacoma protest policy, 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.

# **SPECIFICATION CONTENTS**

This Specification contains the following:

- 1. Cover Sheet
- 2. Engineer Cover Sheet
- 3. Request for Bids
- 4. Specification Contents
- 5. Bidder's Check List
- 6. General Provisions
- 7. Signature Page
- 8. Bid Proposal
- 9. Bid Bond
- 10. Performance Bond
- 11. Payment Bond
- **12. Insurance Certificate Requirements**
- 13. Record of Prior Contracts (Construction Contracts)
- 14. Final Contract Verification
- **15. Subcontractor Verification**
- 16. General Release (Construction Contracts)
- 17. Sample Contract
- 18. Special Notice to Bidders Responsible Bidder Criteria
- **19. State Responsibility Information Form**
- 20. Certification of Compliance with Wage Payment Statutes
- 21. Equity in Contracting (EIC) Documents
- 22. Local Employment and Apprenticeship Training Program (LEAP) Documents
- 23. Special Provisions for Installation of Water Main
- 24. Prevailing Wage Information

#### Attachments

- 25.1- MRP-2022-0002 Signed Drawings
- 25.2- Pierce County ROW Permits
- 25.3- City of Tacoma 17-56-1 Standard Plans
- **25.4- Pierce County Standard Plans**

# Bidder's Checklist

#### BIDDER'S CHECK LIST FOR CONSTRUCTION CONTRACTS

This checklist identifies the documents to be submitted. Any bid received without these documents may be deemed non-responsive and not be considered for award.

**One original** of your bid must be received by the City of Tacoma Procurement and Payables Division by the date and time specified in the Request for Bids page. Deliver Per the delivery address on the Request for Bids page.

#### A. BID PROPOSAL PAGES

The unit and total amount columns to be filled in as well as inserting the company name at the top of the page.

#### B. SIGNATURE PAGE

To be signed by the bidder, including his/her E.I. Number.

#### C. BID BOND

The bidder and surety company shall execute a bid bond only on the form provided by the City without any modification of terms unless the bid is accompanied by a certified check, in compliance with General Provisions 1.04.

#### D. BIDDER'S RECORD OF PRIOR CONTRACTS

To be filled in by bidders who have not completed a construction contract with Tacoma Water within the past five years.

#### E. EIC UTILIZATION FORM

To be fully and accurately filled in, signed, and submitted with the bid.

#### G. STATE SAFETY VIOLATIONS RECORD

Submit a copy of the Contractor's State Safety Violations Record for the last 3 years. To contact the Department of Labor and Industries, Public Records Unit, send an email to <u>publicrecords@LNI.wa.gov</u>. Allow a minimum of three days for them to provide your requested information. The Department of Labor and Industries, Public Records Unit phone number is 360-902-5556.

H. STATE RESPONSIBILITY INFORMATION FORM

To be filled in and submitted with the bid.

#### I. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES FORM To be filled in and submitted with the bid.

FOLLOWING FORMS TO BE EXECUTED AFTER CONTRACT IS AWARDED AND/OR APPROVED BY TPU BOARD:

#### J. CONTRACT

This agreement to be executed by the successful bidder.

#### K. PAYMENT BOND TO THE CITY OF TACOMA.

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

#### L. PERFORMANCE BOND TO THE CITY OF TACOMA

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

#### M. FINAL CONTRACT VERIFICATION

To be executed by the successful bidder prior to the final payment.

#### N. SUBCONTRACTOR VERIFICATION

To be executed by the successful bidder prior to the final payment.

#### O. GENERAL RELEASE TO CITY OF TACOMA

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

#### P. LEAP DOCUMENTATION

#### Q. CERTIFICATE OF INSURANCE

Contractor shall submit a Certificate of Insurance and endorsements as required by the City of Tacoma.

# General Provisions

# **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, <u>https://www.cityoftacoma.org/government/city\_departments/finance/tax\_and\_license/</u>. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- **C.** During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

#### 1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

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

#### 1.07 BID IS NONCOLLUSIVE

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

#### 1.08 EVALUATION OF BID

#### A. Price, Experience, Delivery Time and Responsibility

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

#### **B. Prequalified Electrical Contractor**

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

#### C. Insertions of Material Conflicting with Specifications

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

#### D. Correction of Ambiguities and Obvious Errors

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

#### 1.09 WITHDRAWAL OF BID

#### A. Prior to Bid Opening

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

#### B. After Bid Opening

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

#### 1.10 OPENING OF BIDS

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

#### 1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION

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

#### 1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

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

#### 1.13 TAXES

#### A. Include In Proposal All Taxes

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

#### B. Federal Excise Tax

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

#### C. City of Tacoma Business and Occupation Tax

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

#### 1.14 FIRM PRICES/ESCALATION

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

#### 1.15 AWARD

#### A. Construction and/or Labor Contracts

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

#### **B.** Supply/Equipment Contracts

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

#### 1.16 INCREASE OR DECREASE IN QUANTITIES

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

#### 1.17 EXTENSION OF CONTRACT

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

#### 1.18 PAYMENT TERMS

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

#### 1.19 PAYMENT METHOD - EPAYABLES - CREDIT CARD ACCEPTANCE - EFT/ACH ACCEPTANCE

- A. Payment methods include:
  - EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. Suppliers accepting this option will receive "due immediately" payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:
    - Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City's provider bank; the supplier does not need to know card account details.
    - Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City's commercial card provider.
  - Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides "due immediately" payment terms.
    - Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
    - Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
  - Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
  - Check or other cash equivalent. Standard terms are net 30 for this payment method.
- **B.** The City's preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used.
- **C.** The City, in its sole discretion, will determine the method of payment for goods and/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 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	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

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

#### 2.15 PACKING SLIPS AND INVOICES

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

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

- 1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
- 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 <u>pcardadmin@cityoftacoma.org</u>.

#### 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.
  - 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

- 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

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

#### F. BYRD ANTI-LOBBYING AMENDMENT

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

\_\_\_\_Date

#### G. PROCUREMENT OF RECOVERED MATERIALS

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

- 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 Contractdocuments;

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.

# SIGNATURE PAGE

### CITY OF TACOMA TACOMA WATER

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. TW22-0077F MAIN REPLACEMENT PROJECT MRP 2022-0002 Curran Road, 50th Avenue E, 152nd St E to Brookdale Road E & 138th St E, Canyon Rd E to end of Cul-de-Sac

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
Authorized Signatory E-Mail Address	State Business License Number in WA, also known as UBI (Unified Business Identifier) Number
E.I.No. / Federal Social Security Number Used on Quarterly Federal Tax Return, U.S. Treasury Dept. Form 941	State Contractor's License Number
E-Mail Address for Communications	(See Ch. 18.27, R.C.W.)
ddendum acknowledgement #1	#2 #3 #4 #5

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

# Bid Proposal Information

### Bidder\_\_\_\_\_

# BID PROPOSAL Specification No. TW22-0077F

Water Main Replacement Project 2022-0002

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization (1-09.7)	1	LS	\$	
2	Project Temporary Traffic Control (1-10)	1	LS	\$	\$
3	Removal/Disposal of existing asphalt, concrete sidewalk/curbing & concrete pavement. Includes all thicknesses and combinations (2-02.3(3))	718	SY	\$	\$
4	Temporary HMA Class ½" PG58-22, 2- inch minimum depth, installed & removed (5-04 & 9-03.8)	718	SY	\$	\$
5	HMA CI ½" PG58-22 pavement for permanent trench patch (5-04 & 9-03.8)- 6" in Depth	474	TN	\$	\$
6	Crushed Surfacing Top Course for trench backfill as directed by the Inspector (7-09.5 & 9-03.9(3))	1608	TN	\$	\$
7	Crushed Surfacing Top Course for street and shoulder restoration as directed by the Inspector (7-09.5 & 9-03.9(3))	30	TN	\$	\$
8	Topsoil Type A (8-02 & 9-14.1(1))	30	CY	\$	\$
9	Storm, Sanitary, Side Sewer Restoration (7-04,7-09.5, 7-17, & 7-18)	4	EA	\$	\$
10	Trench Excavation & Disposal (7-09.3(7) & 7-09.5)	1076	СҮ	\$	\$
11	Trench Shoring (7-09.3(7) & 7-09.5)	2052	LF	\$	\$
12	8-inch Ductile Iron Pipe, Push-On Joint, ANSI/AWWA, C151, Special Class Thickness No. 52, to furnish, lay and test, (7-09.3(15)A, 7-09.5 & 9-30.1(1))	1718	LF	\$	\$
13	6-inch Ductile Iron Pipe, Push-On Joint, ANSI/AWWA, C151, Special Class Thickness No. 52, to furnish, lay and test, (7-09.3(15)A, 7-09.5 & 9-30.1(1))	515	LF	\$	\$
14	8-inch x 6-inch Ductile Iron Tee, 3-B, M.J., installed (9-30.2(1))	3	EA	\$	\$
15	6-inch Ductile Iron Tee, 3-B, M.J., installed (9-30.2(1))	1	EA	\$	\$
16	12-inch x 6-inch Ductile Iron Reducer, 2- B, M.J., w/ anchor, installed (7-05.9 & 9- 30.2(1))	1	EA	\$	\$
17	8-inch Ductile Iron Ell, M.J., 45°, installed. (7-09, & 9-30.2(1))	3	EA	\$	\$

Bidder\_\_\_\_\_

# BID PROPOSAL Specification No. TW22-0077F

Water Main Replacement Project 2022-0002

ITEM NO.	in Replacement Project 2022-0002	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	8-inch Ductile Iron Ell, M.J., 22 1/2°,				
18	installed. (7-09, & 9-30.2(1))	2	EA	\$	\$
	8-inch Ductile Iron Ell, M.J., 11 1/4°,				
19	installed. (7-09, & 9-30.2(1))	2	EA	\$	\$
	6-inch Ductile Iron Ell, M.J., 22 1/2°,				
20	installed. (7-09, & 9-30.2(1))	2	EA	\$	\$
	12-inch Ductile Iron Solid Sleeve (Long				
21		1	EA	\$	\$
21	Pattern) M.J., installed. (7-09.5, & 9-	•	EA	Φ	Φ
	30.2(1)) 9 inch Ductile Iron Solid Sloove (Long				
22	8-inch Ductile Iron Solid Sleeve (Long		<b>- ^</b>	\$	¢
22	Pattern) M.J., installed. (7-09.5, & 9-	1	EA	Φ	\$
	30.2(1))				
	8-inch Ductile Iron Cap, M.J., tapped 2",		- •		<b>^</b>
23	installed and removed (9-30.2(1) & 7-	1	EA	\$	\$
	09.5)				
24	8-inch Ductile Iron Cap, M.J., tapped 2",	1	EA	\$	\$
	installed (7-09.5 & 9-30.2(1))				
25	6-inch Ductile Iron Cap, M.J., tapped 2",	1	EA	\$	\$
	installed (7-09.5 & 9-30.2(1))				
	6-inch Ductile Iron Cap, M.J., tapped 2",				
26	installed and removed (9-30.2(1) & 7-	1	EA	\$	\$
	09.5)				
27	6-inch Ductile Iron Plug, M.J., installed	1	EA	\$	\$
	(7-09.5 & 9-30.2(1))			-	
	4-inch End Cap Coupling tapped 2-inch				
	with 7-inch center ring, epoxy coating,				
28	and stainless steel bolts, A.C., installed	2	EA	\$	\$
	(7-09.3(19)A,7-09.5 & 9-30.2(7))				
29	2-inch Blow-Off Assembly, installed	2	EA	\$	\$
-	(Dwg. 17-56-1) (7-09.3(22) &7-09.5)			•	*
	Temporary 2-inch Blow-Off Assembly,				
30	installed and removed (Dwg. 17-56-1) (7-	2	EA	\$	\$
	09.3(22) & 7-09.5)				
31	12-inch Mechanical Joint Restraining	2	EA	\$	\$
	Glands (7-14, 7-09.5 & 9-30.2(6))		_/ `	· ·	Ť
32	8-inch Mechanical Joint Restraining	10	EA	\$	\$
	Glands (7-14, 7-09.5 & 9-30.2(6))			<b>↓</b>	Ť
33	6-inch Mechanical Joint Restraining	22	EA	\$	\$
	Glands (7-14, 7-09.5 & 9-30.2(6))			Ţ	<b>*</b>
34	Concrete Thrust Anchor, installed. (7-	11	EA	\$	\$
54	09.3(21) & 7-09.5)		<u> </u>	*	<b>*</b>
	Temporary Concrete Thrust Anchor,				
35	installed and removed (7-09.3(21) & 7-	2	EA	\$	\$
	09.5)				
36	Trench Compaction Test (as directed by	41	EA	\$	\$
50	the Inspector) (7-09.3(11) & 7-09.5)	41	LA	Ψ	Ψ

Bidder\_\_\_\_\_

\$

# BID PROPOSAL Specification No. TW22-0077F

Water Main Replacement Project 2022-0002

TOTAL OF BID

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
37	Test Holes (7-09.3(6) & 7-09.5)	1	LS	\$	\$
38	8-inch Gate Valve, M.J., ANSI/AWWA, C509/515, with C.I. Valve Box (7-12 & 9.30.3)	2	EA	\$	\$
39	6-inch Gate Valve, M.J., ANSI/AWWA, C509/515, with C.I. Valve Box (7-12 & 9.30.3)	6	EA	\$	\$
40	6-inch Hydrant, M.J., 5.0-ft bury, with 4- inch Tacoma Standard Threads & 5-inch Quick Coupling (7-14 & 9-30.5(2))	3	EA	\$	\$
41	6-inch Hydrant, M.J., 7.5-ft bury, with 4- inch Tacoma Standard Threads & 5-inch Quick Coupling (7-14 & 9-30.5(2))	1	EA	\$	\$
42	Removal and disposal of abandoned AC pipe all sizes (7-09.3)	10	LF	\$	\$
43	Asbestos cement Pipe removal and disposal plan (7-09.5)	1	LS	\$	\$
44	Street cleaning with Self-propelled Pickup and Vacuum Street Sweeper Equipment. (8-01.3(8))	23	HR	\$	\$
45	Traffic Lane Markings (8-22)	1	LS	\$	\$
46	Stormwater Pollution Prevention Plan (SWPPP)", (8-01.3(1)A))	1	LS	\$	\$
47	SPCC Plan (1-07.15(1))	1	LS	\$	\$
48	Erosion and Sediment Control Specialist (8-01)	1	LS	\$	\$
49	Force Account - Erosion/Water Pollution Control (1-09.6 & 8-01)	1	EST	\$ 10,000.00	\$ 10,000.00
50	Force Account (1-09.6)	1	EST	\$ 40,000.00	\$ 40,000.00
I					
	SUB-TOTAL				\$
	9.4% SALES TAX				\$

WSDOT Standard specifications, 2020, M41-10 referenced as guide in parenthesis ().

# Contract Forms/ Information

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

SIGN HERE

# **BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

SIGNED, SEALED AND DATED THIS	DAY OF	, 20	
PRINCIPAL:	SURETY:		
			_
		, 20	
Received return of deposit in the sum of \$			



# PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No. Bond No.

That we, the undersigned,

as principal, and

\$

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

, for the payment whereof Contractor and Surety bind themselves,

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

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

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

Specification No.		
Specification Title:		
Contract No.		

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name	
Ву:	
Surety:	
Ву:	
Agent's Name:	
Agent's Address:	



#### PAYMENT BOND TO THE CITY OF TACOMA

Resolution No. Bond No.

That we, the undersigned,

as principal, and

\$

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

, for the payment whereof Contractor and Surety bind themselves,

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

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

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

Specification No.		
Specification Title:		
Contract No.		

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

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

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

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in any way affect its obligation on this bond, and 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.

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

Principal: Enter Vendor Legal Name

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

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

#### 1. GENERAL REQUIREMENTS

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

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

- 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.
- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. <u>Contract or Permit number and the City Department must be shown on the Certificate of Insurance</u>.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide <u>www.ambest.com</u>.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.

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

#### 2. CONTRACTOR

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

#### 3. SUBCONTRACTORS

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

#### 4. REQUIRED INSURANCE AND LIMITS

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

#### 4.1 Commercial General Liability Insurance

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

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

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

#### 4.2 Commercial (Business) Automobile Liability Insurance

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

#### 4.3 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. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

#### 4.4 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.

#### 4.5 Pollution Liability Insurance

Contractor shall maintain a Pollution Liability or Environmental Liability Insurance providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed.

Such coverage shall provide both on-site and off-site cleanup costs and 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 with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

This policy shall include Environmental Resource Damage coverage and Hazardous Substance Removal. If such coverage is provided on a "claims-made" basis, the following additional conditions must be met:

- 4.5.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.
- 4.5.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.

#### 4.6 Installation Floater Insurance

Contractor shall maintain during the term of the Contract, at its own expense, Installation Floater Insurance covering Contractor's labor, materials, and equipment to be used for completion of the work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract improvements.

#### 4.7 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.

#### **RECORD OF PRIOR CONTRACTS**

NAME \_\_\_\_\_\_ ADDRESS\_\_\_\_\_\_

\_\_\_\_\_

Type of Work \_\_\_\_\_\_ Specification No. \_\_\_\_\_

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

#### Remarks:



#### City of Tacoma Memorandum

#### **Final Contract Verification**

Contractor	Project Manager	Fax Nur	Fax Number	
Street Address				
City	State	Zip	Date Sent	
Specification Number (If applicable)	SAP Contra	act Number		
Project Name				
Final Amount \$				

Please review the final payment amount listed above. The final contract amounts are:

Amount of Contract	\$
Additions	\$
Reductions	\$
Retainage Held	\$
Sales Tax	\$
Total Final Amount	\$

If acceptable, please sign below and fax to (253) 502-8694, and mail to Tacoma Water – Distribution Engineering. Contact this office to correct any discrepancies within five (5) business days of receipt.

#### Contractor's Certification

I, the undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Tacoma nor have I rented or purchased any equipment or materials from any employee of the City of Tacoma.

I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Tacoma for work performed and material furnished under the above referenced SAP contract; that I have carefully examined said pre-final estimate and understand the same and that I hereby release the City of Tacoma from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

Х

Contractor Authorized Signature Required

Type or Print Signature Name



City of Tacoma Memorandum

#### **Subcontractor Verification**

The Department of Labor and Industries requires a list of all subcontractors used to complete this contract, Contract Number

Please list Subcontractors below:

Subcontractor's Name	UBI Number
	-M

X Contractor Authorized Signature Required



City of Tacoma Contract No.: \_\_\_\_\_ Specification No.: \_\_\_\_\_

## **General Release to the City of Tacoma**

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

\$

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Contractor Name

Contractor Authorized Signature

Title

Type or Print Signature Name

#### 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:		
Deputy/City Attorney (	approved as to form):	
Approved By:		
Approved By:		
Approved By:		
Approved By:		
Approved By:		
Approved By:		
· · · · · · · · · · · · · · · · · · ·		

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

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

#### I. STATE OF WASHINGTON

#### A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

#### **B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:**

Effective March 30, 2012, RCW 39.04.380 imposes a reciprocal preference for resident contractors. Any bid received from a non-resident contractor from a state that provides an 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

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

#### II. CITY OF TACOMA

#### A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

#### **B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE**

#### 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 <u>bids@cityoftacoma.org</u> 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.

	Specification No.
Na	me of Bidder:
State Responsibility and Reciprocal Bio	d 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 nor 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:	Number: Not Applicable
Have you been disqualified from bidding any public works contracts under RCW 39.06.010 or 39.12.065(3)?	$\Box$ Yes $\Box$ No If yes, provide an explanation of your disqualification on a separate page.
Do you have a physical office located in the state of Washington?	□ Yes □ No
If incorporated, in what state were you incorporated?	State: Not Incorporated
If not incorporated, in what state was your business entity formed?	State:
Have you completed the training required by RCW 39.04.350, or are you on the list of exempt businesses maintained by the Department of Labor and Industries?	□ Yes □ No



## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (09/27/2022) that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder			
Signature of Author	ized Official*		
Printed Name			
Title			
Ditte			
Date	City		State
Check One:			
Individual 🗆	Partnership 🗆	Joint Venture 🗆	Corporation $\Box$
State of Incorporation formed:	tion, or if not a corpor	ation, the state where I	ousiness entity was
If a co-partnership	, give firm name unde	r 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.

# Equity In Contracting

## **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 253-591-5826 between 8 AM and 5 PM, Monday through Friday or the <u>OMWBE</u> Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

#### EQUITY IN CONTRACTING REQUIREMENTS

Minority Business	Women Business	Small Business Enterprise
Enterprise Requirement	Enterprise Requirement	Requirement
4%	1%	4%

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

#### www.omwbe.diversitycompliance.com\*

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

CCD/SBE: WTR-00560-14-01 Date of Record: 09/14/2022 Project Spec#: TW22-0077F Project Title: Water Division Project MRP 2022-0002

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



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

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

## **Bidders Special Instructions**

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

The EIC Program requirements are contained in Tacoma Municipal Code Chapter 1.07.

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

All EIC requirements are met by using certified companies from the OMWBE Directory.

- To fulfill SBEs requirements, bidders can use SBEs and/or DBEs from the OMWBE directory\*.
- To fulfill WBE requirements, bidders can use WBEs from the OMWBE directory\*.
- To fulfill MBE requirements, bidders will use MBEs from the OMWBE directory\*.

\*To consult the OMWBE Directory, click here: <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 non-responsive.



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

#### **Post-Award Important Information**

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

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

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

#### \*EIC & LEAP STAFF Contact Information

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

Malika Godo at (253) 591-5630, or via email at <u>mgodo@cityoftacoma.org</u> Gary Lizama at (253) 591-5826, or via email at glizama@cityoftacoma.org

• For questions in regards to LEAP compliance and LCP Tracker support, contact LEAP Staff:

Deborah Trevorrow at (253) 591-5590, or via email at dtrevorrow@cityoftacoma.org



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

#### EQUITY IN CONTRACTING UTILIZATION FORM

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

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from Businesses that are "Certified" by the Office of Minority and Women's Business Enterprises (OMWBE) www.omwbe.wa.gov as a MBE, WBE, and SBE to be 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:

Address:			City/State/2	Zip:				
Spec. No Base B	3id * <u>\$</u>		Complete b	ousiness name	s and phone numbers ar	e required to verify	your usage of Certi	fied Businesses
a. Business Name and Certification Number(s)	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	Contra An	d. actor Bid nount 00%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization	%	k	<b>s.</b> SBE Util	ization %			

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

## INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

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

## LEAP



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="mailto: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
- 89% to 75% achievement \$3.50 penalty
- 74% to 50% achievement \$5.00 penalty
- 49% to 1% achievement \$7.50 penalty
- 0% achievement \$10.00 penalty

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

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

- 1. 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
- Prime Contractor *LEAP* Utilization Plan: to be submitted at the Pre-Construction Meeting (*Required by Prime Contractor Only*)
- LEAP Employee Verification Form: to be submitted on an ongoing basis for each qualified LEAP employee
- LEAP Weekly Payroll Report: must be attached and filled out to the front of each certified payroll
- Tacoma Public Utilities Service Area Map, Economically Distressed ZIP Codes Map: for your reference on LEAP-qualified zoning areas

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

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

Please submit above documents as instructed by the LEAP Coordinator.

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

#### CHAPTER 1.90

#### LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

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

#### 1.90.010 Purpose.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### 1.90.020 Scope.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### 1.90.030 Definitions.

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

A. "Apprentice" shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.

B. "Building Projects" shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).

C. "City" shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.

D. "Civil Projects" shall mean all Public Works or Improvements that are not defined as a "Building Project," provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.

E. "Contractor or Service Provider" means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.

F. "Director" shall mean the Director of Community and Economic Development, or the Director's Designee.

G. "Economically Distressed ZIP Codes" shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:

1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)

2. High concentrations of unemployed people in terms of persons per acre (45th percentile)

3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Y. "Tacoma Public Utilities" means the City of Tacoma, Department of Public Utilities.

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

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

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

#### 1.90.040 LEAP goals.

#### A. Utilization Goals.

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

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

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

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

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

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

B. Failure to Meet Utilization Goal.

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

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

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

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

#### C. LEAP Reports.

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

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

D. LEAP Goal Adjustments.

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

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

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

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

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

E. Utilization - Electrical Projects Outside Electrical Service Area.

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

F. Utilization - Water Projects Outside Water Service Area.

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

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

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

#### H. Emergency.

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

I. Conflict with State or Federal Requirements.

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

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

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

#### 1.90.050 Repealed by Ord. 27368. Good faith efforts.

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

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

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

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

#### **1.90.070** Apprentice utilization requirements – Bidding and contractual documents.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### 1.90.080 Enforcement.

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

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

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

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

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

#### **1.90.090** Compliance with applicable law.

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

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

#### 1.90.100 Review and reporting.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.105** Authority.

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

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

#### **1.90.110** Interpretation.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

## LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

#### **LEAP REQUIREMENTS & PROCEDURES:**

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 Submittals:** 

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

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

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

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

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

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

1. 15% Local Employment Utilization Goal

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

## No Work Performed (NWP) Report

Prime/Sub Contractor:	
Specification Number:	
Project Description:	
Payroll Week Ending Date:	Payroll Number:

## NO WORK PERFORMED

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

Signature of Responsible Officer

Title

Date



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**

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

Date:\_\_\_\_\_

### LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a <u>legible</u> 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.

 For Youth - Copy of Birth Certificate or WA State ID or WA Driver's License (projects advertised after 05-20-13)
 For Veterans – Copy of DD-214(Projects advertised after _ 05-20-13)
 Driver's License with current address
 Utility Bill/Phone Bill/Cell Bill/Cable Bill with current address
 Copy of current tax form W-4
 Rental Agreement/Lease (residential)
 Computer Printout From Other Government Agencies
 Property Tax Records
 Apprentice Registration I.D.
 Food Stamp Award Letter
 Housing Authority Verification
 Insurance Policy (Residence/Auto)

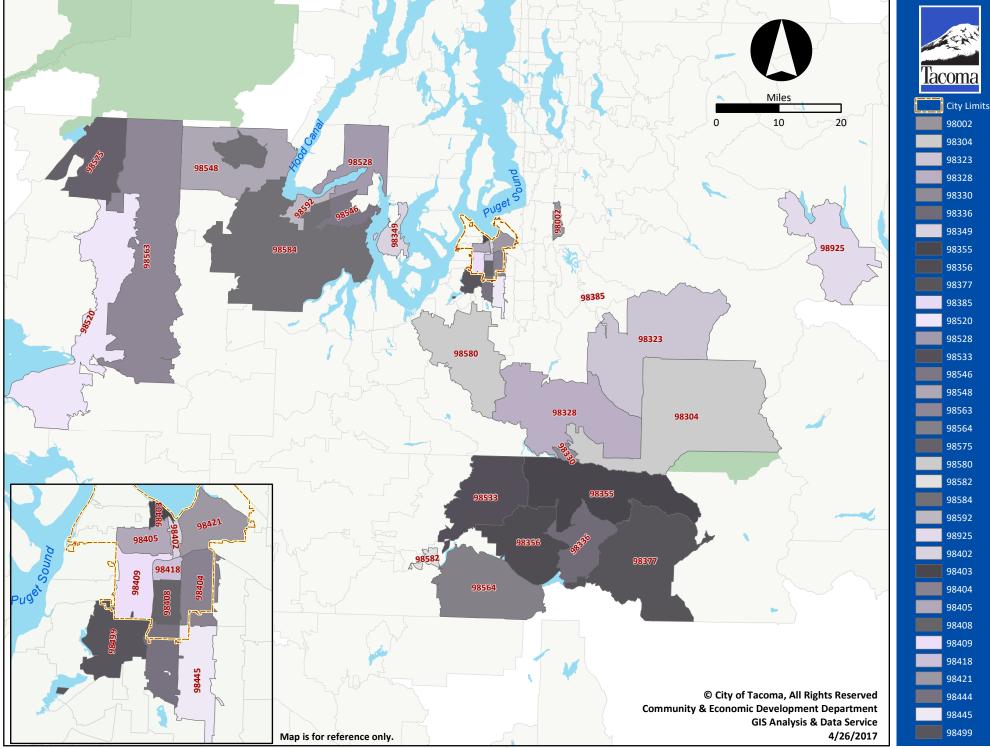
\*Any of the above must have a complete physical address verified by the www.govme.org website. No PO Boxes

Contractor F	Representative:
--------------	-----------------

\_\_\_\_\_ Date:\_\_\_\_\_

Title:\_\_\_\_\_

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



## Economically Distressed ZIP Codes (Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Υ		Y	Ashford/Rainier
98323	Υ	Υ	Υ	Carbonado
98328	Υ		Y	Eatonville
98330	Υ		Υ	Elbe
98336	Υ		Υ	Glenoma
98349	Υ	Υ		Lakebay
98355		Υ	Υ	Mineral
98356	Υ	Υ	Υ	Morton
98377	Y	Υ	Υ	Randle
98385		Υ	Υ	South Prairie
98402	Y	Υ		Downton
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	Υ	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	Υ		Υ	Roy
98582	Υ		Υ	Salkum
98584	Υ		Υ	Shelton
98591	Υ		Υ	Toledo
98592		Υ	Υ	Union
98925	Υ		Υ	Easton

# Special Provisions

#### CITY OF TACOMA TACOMA PUBLIC UTILITIES TACOMA WATER

#### SPECIAL PROVISIONS FOR SPECIFICATION TW22-0077F

#### WATER DIVISION PROJECT MRP 2022-0002

#### Curran Road, 50<sup>th</sup> Avenue E, 152<sup>nd</sup> St E to Brookdale Road E And 138<sup>th</sup> St E, Canyon Rd E to end of Cul-de-Sac

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7-09.3(7)A Dewatering of Trench       36         7-09.3(7) C Extra Trench Excavation       37         7-09.3(8) Removal and Replacement of Unsuitable Materials       37         7-09.3(9) Bedding the Pipe       37         7-09.3(10) Backfilling Trenches       37         7-09.3(11) Compaction of Backfill       37         7-09.3(12) General Pipe Installation       38         7-09.3(14) Cutting Pipe       38         7-09.3(16) Cleaning and Assembling Joint       38         7-09.3(12) Connections to Existing Mains       38         7-09.3(12) Concrete Thrust Blocking       39         7-09.3(21) Concrete Thrust Blocking       39         7-09.3(23) A Testing Extensions From Existing Mains       40         7-09.3(24) Disinfection of Water Mains       40         7-09.3(24) K Retention Period Flushing       40         7-09.3(24) N Final Flushing and Testing       41         7-09.3(24) N Final Flushing and Testing       43         7-12 VALVES FOR WATER MAINS       46         7-12.5 Payment       46         7-12.5 Payment       48		
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7-09.3(12) General Pipe Installation       38         7-09.3(14) Cutting Pipe       38         7-09.3(16) Cleaning and Assembling Joint       38         7-09.3(19) A Connections to Existing Mains       38         7-09.3(19) B Maintaining Service       39         7-09.3(21) Concrete Thrust Blocking       39         7-09.3(23) Hydrostatic Pressure Test       39         7-09.3(23) A Testing Extensions From Existing Mains       40         7-09.3(23) B Testing Section with Hydrants Installed       40         7-09.3(24) Disinfection of Water Mains       40         7-09.3(24) N Final Flushing and Testing       40         7-09.3(24) N Final Flushing and Testing       41         7-09.4 Measurement       41         7-09.5 Payment       43         7-12 VALVES FOR WATER MAINS       46         7-12.4 Measurement       46         7-12.5 Payment       47         7-14 HYDRANTS       48		
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#### INTRODUCTION

#### April 1, 2020

The following special provisions shall be used in conjunction with the applicable sections of the 2020 M41-10 Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction and the American Water Works Association (AWWA) Standard Specifications. State Standard Specifications are available through WSDOT, by calling (360) 705-7430, or may be downloaded, free of charge, from this location on the WSDOT home page: <u>https://wsdot.wa.gov/publications/manuals/fulltext/M41-10/SS2020.pdf</u>

Pipe and pipe appurtenances shall be installed according to "A Guide for the Installation of Ductile Iron Pipe" published by the Ductile Iron Pipe Research Association, except as modified by these specifications or the Engineer.

For further information relating to these Specifications please contact:

Prior to Contract Award: Project Engineer, Katie Lindberg, Water Distribution Engineering, (253) 325-1655.

After Contract Award: Geff Yotter, Tacoma Water Construction Operations Manager, (253) 502-8742.

Also visit the City of Tacoma, Department of Finance, Purchasing Division's website: <u>www.TacomaPurchasing.org</u>

## DESCRIPTION OF WORK (\*\*\*\*\*\*)

The work to be performed under these Specifications consists of furnishing all labor, tools and materials for constructing approximately 2,050 lineal feet of 8-inch, and 6-inch water mains together with all necessary valves, specials, etc., all in accordance with these specifications and approved plans. The work is located in 50<sup>th</sup> Avenue E from 152<sup>nd</sup> Street E to Brookdale Road E and 138<sup>th</sup> St. E, from Canyon Rd E to the end of the cul-de-sac. This work is in the SE ¼ - Sec 24- T19N – R3E – W.M., SE ¼ -Sec 13 -T19N - R3E-W.M., and SW ¼ - Sec 18 – T19N – R4E – W.M., Pierce County, Washington.

All materials required and not listed herein, to be furnished by Tacoma Water, shall be furnished by the Contractor. The modifications to the water distribution system shown on the Water Division Plans will be constructed as a part of this contract. These Special Provisions are applicable to water distribution work only and supersede any conflicting provisions that may appear elsewhere in the contract or Standard Specifications in regard to the water distribution main facility scope of work. Proposal items within the Tacoma Water section of the proposal are applicable to the water main scope of work only and shall not be construed to apply to other subsections of the Contract.

#### END OF SECTION

#### **1-01 DEFINITIONS AND TERMS**

#### 1-01.2 Abbreviations

#### 1-01.2(1) Associations and Miscellaneous

This section is supplemented with the following:

DIPRA	Ductile Iron Pipe Research Association
EWO	Extra Work Order
LOI	Letter of Instruction
MRP	Main Replacement Project/Program
NSF	National Sanitation Foundation
RFI	Request for Information
TPU	Tacoma Public Utilities
WDP	Water Division Project

#### 1-01.3 Definitions

This section is supplemented with the following:

#### **Contracting Agency**

Agency of Government that is responsible for the execution and administration of the contract to include: "City", "City of Tacoma", "Tacoma Public Utilities" and "Tacoma Water".

#### **END OF SECTION**

#### **1-02 BID PROCEDURES AND CONDITIONS**

#### 1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

#### 1-02.1 Qualifications of Bidder (January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

#### 1-02.2 Plans and Specifications (June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	6	Furnished automatically upon award.
Contract Provisions	6	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

#### 1-02.4(1) General (August 15, 2016 APWA GSP Option B)

The first sentence of the last paragraph is revised to read:

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business 6 business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

#### 1-02.4(2) Subsurface Information (March 8, 2013 APWA GSP)

The second sentence in the first paragraph is revised to read:

The Summary of Geotechnical Conditions and the boring logs, <u>if and when included</u> in the plans sheet for the project, shall be considered as part of the Contract.

#### 1-02.5 Proposal Forms (July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

#### 1-02.6 Preparation of Proposal (July 11, 2018 APWA GSP)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.

5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any Subcontractor to perform those items of work.

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

Add the following new section:

#### 1-02.6(1) Recycled Materials Proposal (January 4, 2016 APWA GSP)

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

#### 1-02.7 Bid Deposit (March 1, 2021 Tacoma GSP)

Delete this section and replace it with the following:

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 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 P.O. Box 11007 Tacoma, WA 98411-0007

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

#### 1-02.9 Delivery of Proposal

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

Electronic Proposals shall be submitted to the City via email to <u>bids@cityoftacoma.org</u>, with the Project Name as stated in the Call for Bids noted on the subject line of the email, or as otherwise required in the Bid Documents, to ensure proper handling and delivery. All electronic documents shall be in PDF format.

The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with Wage Payment Statutes" document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1) (g), as required per Section 1-02.14. The "Certification of Compliance with Wage Payment Statutes" document shall be received with the Bid Proposal.

#### 1-02.10 Withdrawing, Revising, or Supplementing Proposal

Delete this section and replace it with the following:

After submitting an electronic Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

- A. The Bidder submits a written request signed by an authorized person and emails it to <u>bids@cityoftacoma.org</u>, and
- B. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
- C. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

The Bidder's written request to revise or supplement a Bid Proposal must be accompanied by the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn. Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

#### 1-02.12 Public Opening of Proposals (March 1, 2021 Tacoma GSP)

Proposals will be opened and publicly read via webcast at the time indicated in the call for Bids unless the Bid opening has been delayed or canceled.

This public bid opening will be held via webinar. Please use the link below or on the Request for Bids page to join the webinar:

https://us02web.zoom.us/j/83250498294

Preliminary and final bid results are posted at <u>www.TacomaPurchasing.org</u>.

#### 1-02.13 Irregular Proposals (October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

- 1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
  - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
  - j The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - I. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

- 2. A Proposal may be considered irregular and may be rejected if:
  - a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.

#### 1-02.14 Disqualification of Bidders (October 18, 2013 Tacoma GSP)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if:

- 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
- 2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
- 3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
- 4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
- there is uncompleted work (Contracting Agency or otherwise) which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
- the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
- the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
- 8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
- 9. there are any other reasons deemed proper by the Contracting Agency; or
- 10. the Bidder fails to meet the Project-specific supplemental bidder responsibility criteria listed in the Special Reminder ; or
- 11. The bidder fails to meet the EIC requirements as described in Section 1-02.6.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all applicable responsibility criteria, including all documentation specifically listed in the supplemental criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility.

The basis for evaluation of Bidder compliance with these supplemental criteria shall be any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) which any reasonable owner would rely on for determining such compliance, including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from owners for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency's determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determination.

#### 1-02.15 Pre Award Information (August 14, 2013 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

- 1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
- 2. Samples of these materials for quality and fitness tests,
- 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
- 4. A breakdown of costs assigned to any bid item,
- 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 6. <u>Obtain, and furnish a copy of, a business license to do business in the city or county</u> where the work is located.
- 7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

#### END OF SECTION

#### **1-03 AWARD AND EXECUTION OF CONTRACT**

#### 1-03.1 Consideration of Bids (January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

#### 1-03.1(1) Identical Bid Totals (January 4, 2016 APWA GSP)

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, <u>then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as <u>follows</u>: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.</u>

#### 1-03.2 Award of Contract (March 27, 2003 Tacoma GSP)

All references to 45 calendar days shall be revised to read 60 calendar days.

#### 1-03.3 Execution of Contract (October 1, 2005 APWA GSP)

Revise this section to read:

<u>Copies of the Contract Provisions, including the unsigned Form of Contract, will be</u> <u>available for signature by the successful bidder on the first business day following award.</u> <u>The number of copies to be executed by the Contractor will be determined by the</u> <u>Contracting Agency.</u>

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agencyfurnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within <u>the</u> calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

#### 1-03.4 Contract Bond(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

- 1. Be on Contracting Agency-furnished form(s);
- 2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
- 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
  - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
  - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
- 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
- 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
- 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

Add the following new section:

#### 1-03.5 Failure to Execute Contract (April 15, 2020 Tacoma GSP)

The first sentence is revised to read:

Failure to return the insurance certification and bond with the signed contract as required in Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required in the contract, or failure or refusal to sign the Contract, or failure to register as a contractor in the state of Washington shall result in forfeiture of the bid bond or deposit of this Bidder

#### **END OF SECTION**

#### **1-04 SCOPE OF THE WORK**

## 1-04.2 Coordination of Contract Documents, Plans, Special Provisions Specifications and Addenda

Second paragraph is revised to read:

Any inconsistency in the parts of the contract regarding the water portion shall be resolved by the following order of precedence (e.g. 1 presiding over 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11; 2 presiding over 3, 4, 5, 6, 7, 8, 9, 10, and 11; and so forth):

- 1. Jurisdictional Right of Way Permits
- 2. Addenda
- 3. Proposal Form
- 4. Contract Plans/Drawings
- 5. Special Provisions
- 6. Standard Plans/Drawings
- 7. AWWA Standards
- 8. DIPRA Standards
- 9. General Provisions
- 10. Standard Specifications

#### 1-04.3 Requests for Information

This section is added with the following:

Requests for Information (RFI) from the Contractor to Tacoma Water may be sent via facsimile directly to Geff Yotter, Tacoma Water Construction Operations Manager, fax number (253) 502-8694 or electronically to: <u>gyotter2@cityoftacoma.org</u>.

Allow a minimum of five (5) working days from time of receipt by Tacoma Water for a response.

#### 1-04.4 Changes

#### 1-04.4(1) Minor Changes

This section is revised in its entirety with the following:

Minor changes, additional work, or extra work order (EWO) may be initiated by the Contactor or Tacoma Water. At the discretion of Tacoma Water, this procedure for Minor Changes, Additional Work, or Extra Work may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. EWO's 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 Letter of Instruction.

The Contractor must discuss any "extra work" that can be reasonably foreseen with the Tacoma Water Construction Inspector and/or Engineer prior to doing the work. The Contractor must submit the field copy extra work orders (EWO) to the Inspector and/or Engineer no later than the end of the next working day after the extra work was performed for review and recording. Formal EWO's may be sent via facsimile directly to Geff Yotter, Tacoma Water Construction Operations Manager, fax number (253) 502-8694 or electronically to: <u>gyotter2@cityoftacoma.org</u>. The Formal EWO must be sent within five (5) working days of the date the work was performed.

The Formal EWO shall have as a minimum the following:

- Name of Contactor
- Date of Work
- Project Number
- Brief Description of Work
- Approximate location of work
- Contractor's Representative
- Name(s), Job Classification (s), Hour(s) on the extra work, Rate(s) of Pay
- Equipment(s) Used, Hour(s) on the extra work, Equipment Rental Rate(s)
- Extra material used with a copy of vendor's invoice
- Equipment Rental copies
- Itemized cost showing mark up(s)

Do not include sales tax in the computation of the EWO as it will be calculated through the pay estimate.

Failure to submit the formal extra work orders during this time frame will result in non-payment for extra work. Field EWO's given to the Inspector does not constitute approval, only verification of documentation. Extra work orders will comply with the requirements of section 1-09.6.

#### 1-04.7 Differing Site Conditions (Changed Conditions)

This section is supplemented with the following:

By entering into the contract, the Contractor represents that he/she has 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 subsurface exploration and conditions, borings, test pits, tunnels and other conditions affecting the project site, represents only the opinion of the City as to the location, character, or quantity of such conditions shall draw his/her own conclusions from such information and make sure tests, reviews and analyses as he/she deems necessary to understand such conditions and to prepare the 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 and shall at once report to the City errors, inconsistencies or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the contract documents without such notice to the City, the Contractor shall assume the risk and responsibility for such performance and shall bear an appropriate amount of the attributing 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.

#### **END OF SECTION**

#### **1-05 CONTROL OF WORK**

#### 1-05.3 Plans and Drawings

This section is supplemented with the following:

Bidders can request one (1) full-size plan set by calling **Todd Honey at (253)**-**502-8295.** The requested plan set must be picked up by the bidder at Tacoma Water's permit counter.

#### 1-05.5 Submittals

This section is added with the following:

Submittals must be approved by Tacoma Water and may be forwarded directly to Craig West, Tacoma Water Engineering Construction Coordinator, electronically at cwest@cityoftacoma.org, or mailed to 3628 S. 35<sup>th</sup> St., Tacoma, WA 98409-3192. (253)405-8821.

Before any material is shipped or installed, the Contractor shall furnish to the Engineer full details, shop drawings, dimensions, catalog cuts, schematic (elementary) diagrams, and other descriptive matter as required to fully describe the equipment proposed to be included in this contract. The names, addresses and phone numbers for the representative of each piece of equipment shall also be included.

Should any item which deviates from these Specifications be included, the deviation shall be clearly indicated and explained at the time of submittal.

The Contractor shall provide electronic copies of submittal information. Submittals shall be complete, neat, orderly, and indexed. The Contractor shall check submittals for number of copies, adequate identification, correctness, and compliance with the Plans and Specifications, and shall initial all copies. A copy of this Specification shall be included with the submittals. The Contractor shall revise and/or resubmit all submittal information until it is acceptable to the Engineer. After review, one set of submittals will be returned to the Contractor.

Review of submittal information by the Engineer shall not relieve the Contractor of responsibility for meeting the requirements of the Plans and Specifications, or for errors and omissions in submittals. Reviews by the City do not constitute an undertaking on the part of the City to assure or determine compliance with the Plans and Specifications.

The following is a summary of submittal requirements. This summary is not inclusive of all submittal requirements. The Contractor shall review each individual section in the applicable provisions or specifications, as noted below, for specific requirements

Table 1	
Section	Description
1-10.4	Traffic Control Plan
5-04	Temporary HMA
	Street Cleaning with Power Sweeper and Vacuum
5-04, 8-01	Equip.
7-04, 7-17, 7-18	Storm, Sanitary, and Side Sewer Restoration
7-09	Concrete for Concrete Thrust Anchors
7-09	Pipe Submittals
7-09	Ductile Iron Fitting Submittals
7-09	Trench Compaction
7-09	Temporary Blow-Offs
7-12, 9-30.3(2)	Gate Valves
7-14	Fire Hydrants
8-01	Inlet Protection
9-03	Crushed Surfacing Top Course
7-12, 9-30.3	B/F Valves
9-30.2(6)	M.J. Restraining Gland

#### 1-05.11 Final Inspection

This section is supplemented with the following:

The Tacoma Water Construction Inspector will process a final inspection document (punch list) of outstanding items and forward to contractor. Final payment will not be processed until all items from punch list are complete to the satisfaction of the engineer and/or inspector.

#### 1-05.13(1) Emergency Contact List

This section is supplemented with the following:

#### Agencies and telephone numbers:

Tacoma Water Emergency		253-502-8344
Troy Saghafi	Tacoma Water Project Engineer	253-345-8445
Katie Lindberg	Tacoma Water Project Engineer	253-325-1655
Geff Yotter	Tacoma Water Construction Operations Manager	253-502-8742
Phill Ringrose	Tacoma Water Construction Manager	253-591-5502
Todd Honey	Tacoma Water Utilities Serv. Spec.	253-502-8295
James Southern	Tacoma Water Safety Office	253-606-2684
Tacoma Water Distribution LID/Engineering fax		253-502-8694
Utilities Underground Location Center		800-424-5555
Washington State Dept. of Labor and Industries		253-596-3895
Pierce Transit		253-581-8021
Puget Sound Energy-Gas		888-225-5773
Century Link Communications		800-573-1311
Joe Rempe	Tacoma Power	253-502-8290
Pierce Transit		253-581 8021
Elmhurst Mutual Power		253-531-4646
Scott Wright	Pierce County Right of Way Inspector	253-381-6315

#### **END OF SECTION**

#### **1-06 CONTROL OF MATERIAL**

#### 1-06.4 Handling and Storing Materials

This section is supplemented with the following:

The Contractor shall obtain written approval for the storage site from property owner and provide a copy to Geff Yotter, Tacoma Water's Construction Supervisor prior to start of construction. No gravel, topsoil, mulch, or any other item used in the construction of this project shall be stockpiled on existing or newly constructed streets or sidewalks. All costs to provide a stockpile site shall be incidental to the cost of the contract.

#### END OF SECTION

#### **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

#### 1-07.6 Permits and Licenses

This section is supplemented with the following:

Before beginning and during all phases of work, the Contractor shall obtain and comply with all provisions of the Pierce County Right of Way permit **# 22-0698 and # 22-0911** as issued for this project. A copy of both permits is attached to this specification in the attachments.

Traffic control plans shall be submitted to Pierce County, for review and comment. When using the WSDOT Standard "K" Plans, the street names are to be listed on the plans with construction start date and intended working hours.

Water used during construction can be obtained from an approved Tacoma Water fire hydrant. The Contractor will be billed for the water used and shall pay for a "Hydrant Use Permit" and make a deposit on the water meter. The Contractor shall contact the Water Permit Counter at (253) 502-8247, for information regarding water consumption fees, Hydrant Use Permit fees, meter deposits and approved Tacoma Water hydrant locations. Permit fees and deposits shall be paid prior to using an approved Tacoma Water hydrant.

#### 1-07.16(2) Vegetation Protection and Restoration

This section is supplemented with the following:

Care shall be taken when directed by the Field Inspector to save existing landscaping and trees. The Contractor shall remove any unnecessary debris and rocks and leave landscaping areas in a prepared fashion. Any necessary landscape restoration shall be completed by Tacoma Public Utility landscape crews.

#### 1-07.16(4) Archaeological and Historical Objects

This section is supplemented with the following:

Whenever the Contractor identifies a situation that may involve the discovery of unanticipated cultural resources, the Contractor will immediately cease work and notify the City Inspector. Situations involving the discovery of unanticipated cultural resources include but are not limited to human skeletal remains, Anthropogenic soil horizons (areas showing the influence of humans on nature), occupational surfaces (areas showing evidence of human activity or habitation), midden (dunghill or refuse heap), stone tools or waste flakes (arrowheads or stone chips), bones, burned rocks, other food related material in association with stones tools or flakes. cluster of cans or bottles. tunnels, or logging or agricultural equipment more than 50 years old. The Contractor will take all steps necessary to protect and secure the suspected cultural resource until the City Inspector is able to assess the discovery and determine whether work can resume. Delays of greater than one hour will be considered standby time and will be compensated under the Force Account. If a significant delay is anticipated, the Inspector may direct the Contractor to temporarily abandon the excavation and move to a more distant location to resume work until the situation can be addressed. Tacoma Water will take responsibility for contacting the appropriate state and local agencies.

#### 1-07.18 Public Liability and Property Damage Insurance

This section is deleted in its entirety:

#### 1-07.23 Public Convenience and Safety

#### 1-07.23(1) Construction Under Traffic

This section is supplemented with the following:

All traffic control devices must meet the requirements established by the Manual on Uniform Traffic Control Devices.

The Contractor shall prepare a traffic control plan and submit to the Pierce County Public Works Traffic Engineering for approval and a minimum of 3 working days prior to the start of work. The approved traffic control plan must be on site and accessible for inspection at all times by local law enforcement or inspectors. An approved copy of the traffic control plan shall be submitted to Geff Yotter, Tacoma Water's Construction Operations Manager, prior to start of construction.

Persons in charge of maintaining or establishing traffic control and channelization must have a certified flagger control card in their possession and must be on the site at all times or be represented by another knowledgeable certified person.

A flagger shall not be used to direct traffic flow through a signalized intersection against the signal indications. When flaggers are used near signalized intersections, care will be used to clear the intersection of traffic before the signal change. In some situations, the local Traffic Engineer may turn the signal to an all way stop for flagger control. Prior approval must be obtained from the local Traffic Engineer.

The Contractor may close non-arterial streets to through traffic, if allowed in the approved traffic control plan, provided that local access is maintained at all times with a minimum of a 20-foot wide access lane. The Contractor shall coordinate any closures and cooperate with the various businesses and/or residences adjacent to the project site. A minimum of one access shall be maintained to all properties at all times.

Whenever, during the course of construction, it becomes necessary because of the nature of the work, for the Contractor to barricade any street or any part thereof, or to place any obstruction which will impede the flow of traffic in any public thoroughfare within and outside the project area, then the Contractor will be required to give notice of the intended interruption to traffic, setting forth the period and necessity.

The Contractor shall coordinate with the Traffic Engineer of the local jurisdiction on all matters pertaining to the movement of vehicular and pedestrian traffic past the project area.

Any permits required for obstruction or closure of thoroughfares shall be obtained by the Contractor at his/her expense.

The Contractor shall at all times exercise adequate precautions for the safety of all persons, including employees, in the performance of this contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations.

Tacoma Water's Inspector and/or Engineer may advise the Contractor and the Public Utilities Safety Officer of any safety violations. It is the Contractor's responsibility to correct the violation. Failure to correct safety violations shall be grounds for a cease order from the Public Utilities Safety Officer, Engineer, or Inspector. Time and wages lost due to such safety shutdowns shall be at the sole cost of the Contractor. Time lost due to cease orders for safety violations will still be counted in the required number of days the Contractor has to complete the contract.

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

#### **1-08 PROSECUTION AND PROGRESS**

#### 1-08.3 Progress Schedule

This section is supplemented with the following:

The contract shall be completed in phases to allow Tacoma Water crews access to begin the service transfer process. All costs for phasing the work and completing the work as specified shall be included in the various bid items of the proposal.

Each phase of this project will be tested, sampled, flushed and put into service in segments. This will allow Tacoma Water crews to start service transfers within that segment immediately following successful testing, sampling and flushing on that segment. The Tacoma Water inspector will coordinate test sections and connections, to insure customers are kept in service and fire protection is not diminished. The Contractor shall be required to make connections and install hydrants as sampled sections become available and services are transferred; not wait until all mainline is constructed.

Please note; Service transfer work by Tacoma Water will not commence until such time as the section of water main has been placed into service and the trench has been successfully backfilled, as demonstrated through receipt of successful compaction test results for that portion of water main to be placed in service. For water service transfers:

- For water services two inches and smaller, the Contractor shall anticipate one working day per service for Tacoma Water crews to complete service transfers.
- For water services larger than 2-inches, the Contractor shall anticipate one and one half working days per service for Tacoma Water crews to complete service transfers.

#### 1-08.3(4) Measurement

This section is supplemented with the following:

No specific unit of measurement shall apply to the lump sum item for "Project Coordination".

#### 1-08.3(5) Payment

This section is supplemented with the following:

"Project Coordination", lump sum.

The lump sum price shall be full pay for all labor, equipment, material necessary to coordinate with the Lakewood Water District contractor.

#### 1-08.5 Time for Completion

This section is supplemented with the following:

Time is of the essence for this contract; therefore, work shall commence within ten (10) calendar days of the "Notice to Proceed," and all work shall be completed within **Twenty (20)** working days thereafter.

If the Contractor elects to start work prior to the expiration of the ten (10) calendar days-waiting period from the date of the official notice to proceed, no working days will be charged during this period.

#### 1-08.5(1) Hours of Work

This section is added with the following:

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be as specified in section 1-08.5(2) or established at the preconstruction conference or as specified by the jurisdictional right-of-way permit.

If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for permission to work such times. Permission to work longer than an 8-hour period between 7:00 a.m. and 6:00 p.m. is required. Such requests shall be submitted to the Engineer no later than seven (7) days prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to: requiring the Engineer or such assistants as the Engineer may deem necessary to be present during the work; requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency employees who worked during such times, on non-Federal aid projects; considering the work performed on Saturdays, Sundays, and holidays as working days with regards to the contract time; and considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period. Assistants may include, but are not limited to, survey crews; Water Distribution support personnel; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

#### 1-08.5(2) Project Specific Working Hours

This section is added with the following:

Except as otherwise specified in section 1-08.5(1), this project's working hours shall be 8:00 a.m. to 4:30 p.m., Monday through Friday.

#### END OF SECTION

#### **1-09 MEASUREMENT AND PAYMENT**

#### 1-09.1 Measurement of Quantities

This section is revised to read:

"Lump sum" items, except mobilization, shall be measured and paid on a prorated basis in accordance with water main installation progress as determined by the lineal feet of water main installed on each progress payment. Mobilization lump sum shall be paid in accordance with section 1-09.7.

#### 1-09.6 Force Account 1-09.7 Mobilization

This section is supplemented with the following:

Only one (1) mobilization shall be paid and is inclusive of all water and road restoration work.

#### END OF SECTION

#### **1-10 TEMPORARY TRAFFIC CONTROL**

#### 1-10.2(1)A Traffic Control Management

This section is supplemented with the following:

Traffic control plans (TCP) shall be submitted to Pierce County for review and comment. When using the WSDOT Standard "K" Plans, the street names are to be listed on the plans with construction start date, the intended working hours and the project number. The WSDOT Standard "K" Plans are available online at the Washington State Department of Transportation website.

Pierce County standard Traffic control plans may be found at: <u>http://www.piercecountywa.org/index.aspx?NID=1745</u>

#### 1-10.4 Measurement

#### 1-10.4(1) Lump Sum Bid for Project (No Unit Items)

This section is supplemented with the following:

Temporary traffic control labor for this project per lump sum.

#### 1-10.5 Payment

1-10.5(1) Lump Sum Bid for Project (No Unit Items)

This section is supplemented with the following:

"Project Temporary Traffic Control", lump sum.

The lump sum bid price for "Project Temporary Traffic Control" will include all labor, materials, signs, portable changeable message signs, barricades, flaggers, spotters, uniform police officers, etc. for all phases of construction. TCS labor is incidental to the contract.

#### END OF SECTION

#### 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

#### 2-02.3 Construction Requirements

This section is supplemented with the following:

As indicated on the plans or as directed by the Engineer all old pipe (except wood stave and Asbestos Cement pipe), valves, hydrants and fittings salvaged from replaced Pipe Lines shall be delivered by the Contractor to the Water Storeroom at South 35th and Union Avenue (Tacoma, WA) at no additional cost. Otherwise, disposal is incidental to the contract.

Salvage methods shall be used which will save all material intact and undamaged.

#### 2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

This section is replaced in its entirety with the following:

Removal and disposal of existing pavement, sidewalks, curbs, and gutters includes all combinations and thicknesses. No additional compensation shall be made for varying combinations and thicknesses.

All costs for the removal and disposal of existing concrete curb, sidewalk, driveways, and alley approaches for the water main or related appurtenances shall be included in the unit contract bid price.

The contractor will be required to saw cut for Tacoma Water service transfers. Additional saw cutting may be necessary in the event that the cement concrete is cracked, damaged, impacted by service transfer/renewal or as directed by the local jurisdiction. All costs shall be included in the unit contract bid price.

Any slurry generated by saw cutting shall be collected by a wet-vacuum and kept out of the storm sewer system. The contractor shall not violate the requirement of WSDOT Standard Specifications, 2020 M 41-10, section 1-07.5 (Fish and Wildlife and Ecology Regulations).

#### 2-02.4 Measurement

This section is replaced in its entirety with the following:

Measurement for Removal and disposal of existing pavement, sidewalks, curbs, and gutters associated with the water main installation will be made by the square yard.

No measurement for removal and reclaiming salvaged material shall be made and shall be considered incidental to the contract.

#### 2-02.5 Payment

This section is replaced in its entirety with the following:

"Removal and disposal of existing pavement, sidewalks, curbs, and gutters includes all thicknesses & combinations", per square yard.

"Removal and disposal of existing pavement, sidewalks, curbs, and gutters, includes all thicknesses & combinations", shall include all costs for saw cutting, wheel trenching, hydro hammering, chipping, grinding, etc., the existing street for main construction and hydrant laterals. The wheel trencher may be used for the thicker initial cuts for main/hydrant installation.

Additional cuts to square up the permanent patch for concrete base and asphalt concrete will be made after trenching and pouring the concrete base, respectively, when applicable, and will encompass areas disturbed by service transfers. All costs for additional cuts shall be included in the unit contract bid price.

#### END OF SECTION

#### 2-13 CONTROL AND MANAGEMENT OF CONTAMINATED MATERIALS

This section is added with the following:

#### **2-13.1 Construction Requirements**

#### 2-13.1(1) General

Whenever the Contractor identifies a situation that may involve contaminated/hazardous wastes, the Contractor will immediately cease work and notify the City Inspector. Situations involving contaminated/hazardous wastes may be identified by uncharacteristic odors, soil appearance, texture, containers such as drums or cans and color. The inspector will seek the assistance of TPU environmental professionals to determine the next course of action. The Contractor will take all steps necessary to protect personnel until all risks are identified and safe work can resume. Delays of greater than one hour will be considered standby time and will be compensated under the Force Account. If significant risks or contaminated/hazardous wastes are encountered requiring significant delays, the inspector may direct the Contractor to temporarily abandon the excavation and move to a more distant location to resume work until the situation can be addressed. Tacoma Water will take responsibility for sampling, testing and identification of proper disposal of all hazardous wastes.

A determination for method of disposal will be made upon receipt of sampling results. Excavated spoils will be the responsibility of the Contractor for proper disposal. All hazardous waste must be disposed in an appropriately licensed solid waste facility. The Contractor must identify the facility they will utilize prior to beginning work.

Transport and Disposal of Contaminated/Hazardous Waste includes all costs for the excavation, transportation and disposal of all excavated material which must be disposed in a solid waste landfill. Payment per ton will be determined by the actual weight delivered to the permitted landfill, which must be listed on the scale ticket from the landfill. The original weight ticket from the landfill must be delivered to the inspector or provided with invoice for payment.

There are no estimated numbers for this item, but the cost will be applied if any waste is encountered. This item is not considered for calculation of the total bid amount. Any costs under this item will be covered under the Force Account item.

#### END OF SECTION

#### 5-04 HOT MIX ASPHALT

#### **5-04.3 Construction Requirements**

This section is supplemented with the following:

Prior to the first Hot Mix Asphalt (HMA) placement on the project, a pre-paving meeting will be held by the Construction Inspector, Contractor and Paving Contractor representative. This meeting will establish the lines of communication and provide common knowledge of how the contractor will proceed and what the inspection staff will be expecting.

Two (2) inches of HMA shall be placed and maintained as temporary surfacing in open cut areas of streets, driveways and sidewalks as directed by the Inspector. Temporary HMA paving shall be done so that the entire pavement cut will receive a temporary patch by the conclusion of the day's work to allow resumption of normal traffic patterns. Temporary paving shall be placed such that it will hold up to heavy traffic for an extended period of time. All paving shall be saw-cut or neat spade prior to excavation.

The Contractor shall maintain a temporary patch while Tacoma Water personnel renew the services and transfer them to the new main, after which he/she shall start with additional street repairs. The Contractor shall make permanent street repairs for all pavement disturbed by Tacoma Water personnel during service renewal/transfer at the unit price bid in the Proposal for those items.

The Contractor shall inform himself/herself of Pierce County's requirements for surface repairs and adjustment of facilities. Adjustment of facilities and utility structures shall be incidental to the contract.

The bid item "HMA CI. \_\_\_\_\_ PG\_\_\_\_, per ton" shall include all costs for labor, and materials to install HMA wedge curbing removed as part of this project.

The Contractor shall restore all drainage ditches, culverts and embankments disturbed by his/her operations. The cost and expense for such restorative work is incidental to the Contract. The permanent street repair will be made to the satisfaction of the local jurisdiction and to its standards as shown in the plans.

The Contractor shall confine his/her operations as much as possible, such that there is minimal damage to existing pavement.

It shall be the Contractor's responsibility to protect the edge of the paved roadway at all times. The expense for pavement repairs beyond the neat line of the trench due to over-excavation or damage to the roadway edge caused by heavy equipment, spoil cleanup or other operations of the Contractor shall be the responsibility of the Contractor.

No permanent street repairs will be made until the services are transferred to the new main. The removal of trench backfill for permanent street repairs will be incidental to the bid, including additional areas disturbed during the service transfers.

#### 5-04.3(3) Hot Mix Asphalt Pavers

The second paragraph of this section is deleted:

#### 5-04.3(3)A Material Transfer Device/Vehicle

This section is deleted:

#### 5-04.3(7)A1 General

This section is supplemented with the following:

Verification of the mix design by the Contracting Agency is not required. The Contractor shall determine anti-strip requirements for HMA and provide data for anti-stripping.

The Contractor shall provide a mix design based upon 3 million ESAL's.

#### 5-04.3(7)A2 Statistical or Nonstatistical Evaluation

This section is deleted:

#### 5-04.3(8)A Acceptance Sampling and Testing – HMA Mixture

#### 5-04.3(8)A1 General

The first paragraph is revised to read:

Acceptance of HMA shall be as provided under nonstatistical or commercial evaluations.

The second and third paragraphs are deleted.

The fourth sentence of the fourth paragraph is deleted.

#### 5-04.3(10) Compaction

#### 5-04.3(10) A General

This section is supplemented with the following:

During paving operations, a certified compaction testing agency shall be at the project site to take compaction test. Testing locations shall be identified by street name, approximate station and centerline offsets. Minimum number of tests required shall be based on the criteria of 1 test per 150 lineal feet with a minimum of 2 tests per trench depth. On-site test results verifying proper compaction will be provided to both the inspector and the contractor prior to commencing the next lift. Copies of compaction tests results results reports shall be provided to the Tacoma Water Construction Inspector within 24 hours. Compaction test results may be sent electronically to facsimile telephone number, (253) 502-8694, to the attention of Geff Yotter, or emailed to <u>gyotter2@cityoftacoma.org</u>. Compaction test results shall list the Tacoma Water Project No., Specification No., Date and Time of compaction test, and station of the compaction test location.

#### 5-04.3(10)B1 General

This section is revised to read:

HMA mixture accepted by statistical or nonstatistical evaluation that is used in traffic lanes, including lanes for ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a minimum of 91.0-percent of the reference maximum density as determined by WSDOT FOP for AASHTO T 209. The specified level of density attained will be determined by the non-statistical evaluation of nuclear density tests taken on the day the mix is placed (after completion of the finish rolling).

Compaction tests will be performed at a minimum of 5 various locations, as determined by the Project Engineer, for each 400 tons placed. 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 with 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.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Project Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for pre-leveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Cores may be used as an alternate 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.

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 AASHTO T209). 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.

HMA constructed under conditions other than listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for pre-leveling shall be compacted to the satisfaction of the Engineer.

#### 5-04.3(10)B2 Cyclic Density

This section is deleted:

#### 5-04.3(13) Surface Smoothness

The first paragraph is revised to read:

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the overlay shall not vary more than 1/8 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the overlay shall vary not more than 1/4 inch in 10 feet from the rate of transverse slope of the existing roadway grades.

#### 5-04.4 Measurement

This section is supplemented with the following:

Temporary HMA CI\_\_\_\_\_ PG\_\_\_\_, \_\_\_-inch minimum depth will be measured by the surface square yardage.

"HMA CI. \_\_\_\_\_ PG \_\_\_\_\_pavement for permanent trench patch", will be measured per ton.

#### 5-04.5 Payment

This section is replaced in its entirety with the following:

"Temporary HMA CI\_\_\_\_ PG\_\_\_\_, \_\_\_-inch minimum depth, installed & removed", per square yard.

The unit contract price per square yard for "Temporary HMA CI\_\_\_\_ PG\_\_\_\_, \_\_\_\_-inch minimum depth, installed & removed" shall be full compensation for all costs including mobilization, preparation, placement, compaction, maintenance and removal in preparation for permanent street repairs.

"HMA CI. \_\_\_\_\_ PG\_\_\_\_", per ton.

The unit contract price per ton for "HMA CI. \_\_\_\_\_ PG\_\_\_\_" shall be full compensation for all costs incurred for mobilization, preparation, trimming, pre-leveling, disposal, hot mix asphalt pavement, sweeping, tack coat, joint sealing, saw-cutting, pavement compaction tests and fog seals in accordance with the plan details, Pierce County Standard Plans, and WSDOT Standard Specifications, 2020 M41-10, section 5-04.

#### 5-04.5(1) Quality Assurance Price Adjustments

This section is deleted.

#### END OF SECTION

#### 7-04 STORM SEWERS

#### 7-04.3 Construction Requirements

This section is supplemented with the following:

Storm sewers may be encountered at various locations throughout this project. Prior to the start of the storm sewer repair, the Inspector and/or contractor shall notify the Pierce County Inspector. C900 PVC, Ductile Iron or 3034 PVC may be used on storm line repairs. The repair of the storm sewer shall be made three feet outside of the water main trench. No additional compensation shall be made for the extended connection and material. Mechanical couplings (Romac or equivalent) shall be installed at both ends of the storm sewer restoration forming a rigid connection between the new and existing pipe. Rigid PVC slip couplings for PVC pipe and Romac mechanical style for concrete pipe only. Repair/replacement/restoration will be at the inspector's discretion and the local jurisdiction.

#### 7-04.4 Measurement

This section is revised to read:

Storm, Sanitary, and Side Sewer Restoration will be measured per each.

#### 7-04.5 Payment

This section is revised to read:

"Storm, Sanitary, and Side Sewer Restoration", per each.

"Storm, Sanitary, and Side Sewer Restoration", includes any work and materials required to remove and replace storm, sanitary, and side sewers shall be included in the bid item. This is a per each bid item that includes all costs but is not limited to pipe, fittings, pea gravel, labor, and equipment, etc. to repair sewers.

#### END OF SECTION

#### 7-09 WATER MAINS

#### 7-09.1 Description

The first paragraph is revised to read:

This work consists of constructing water mains 24-inch in diameter and smaller in accordance with the Plans, these Standard Specifications, the Special Provisions and the Standard Plans, at the location shown on the Plans for Tacoma Water.

This section is supplemented with the following:

All pipe, fittings, valves, hydrants and other materials to be installed and placed under these specifications are intended to form a durable section of the distribution system of ample strength and capacity for the operating pressures in the area covered for domestic, commercial and fire protection uses and must be completed in condition to supply potable water of the highest sanitary quality. All material must be selected and the work planned and carried out to accomplish this purpose.

The cost of any item of work to be completed or materials to be furnished on the contract drawings or stated in the project specifications and having no special bid item in the Proposal, shall be considered included in the various bid items of the contract and no separate payment will be made. All materials required and not specifically listed herein to be furnished by Tacoma Water shall be furnished by the Contractor.

Any part of work not specifically covered by these specifications shall be in accordance with the American Water Works Association (AWWA) Standard Specifications and the Ductile Iron Pipe Research Association (DIPRA).

#### 7-09.1(1)C Gravel Backfill for Pipe Zone Bedding

This section is supplemented with the following:

Aggregates will conform to the requirements for trench backfill.

#### 7-09.1(1)D Pipe Zone Backfill

This section is revised to read:

Aggregates will conform to the requirements for trench backfill.

#### 7-09.2 Materials

The item Trench Backfill is revised to read:

Trench Backfill shall meet the requirements of Section 9-03.9(3) for Crushed Surfacing Top Course. No recycled material shall be used for water main trench backfill.

#### This section is supplemented with the following:

All materials shall conform to American Water Works Association (AWWA) and the Ductile Iron Pipe Research Association (DIPRA).

All Push on Joint and Mechanical Joint rubber gaskets shall be styrenebutadiene rubber (SBR). All gaskets must conform to ANSI/AWWA C111-72 or revision thereof.

#### 7-09.3 Construction Requirements

#### 7-09.3(1) General

This section is supplemented with the following:

Trench Excavation shall be loaded directly onto trucks. Trench Excavation shall not be stockpiled along the trench or on paved streets, driveways, and sidewalks.

Alignment and grade stakes will be provided by Tacoma Water. The Contractor shall provide a minimum of 7 days working days' notice for staking by Tacoma Water. Request for survey shall be made through Geff Yotter, Tacoma Water Construction Operations Manager, (253) 502-8742. The Contractor shall use a string line to maintain true grade, and alignment between stakes. Use of electronic leveling devices for grade and alignment shall be at the discretion of the Inspector where string line is impractical.

#### 7-09.3(1) A Asbestos Cement Pipe

This section is added with the following:

The existing water main system to be replaced under this contract is primarily constructed of asbestos-cement (AC) pipe. Included in this contract is the removal of AC pipe as needed. The majority of asbestos-cement (AC) pipe will be abandoned in place per the Pierce County Memorandum of Agreement. The contractor shall protect the existing AC main during construction as it shall remain in service until the new main is in service and water services have been transferred. If the existing AC main is in conflict with the proposed fire hydrant location(s), the fire hydrant(s) will not be installed until after the new main is in service, water services have been transferred and the AC main can be removed from service. At that time the Contractor shall remove a section of AC main and install the fire hydrant(s).

The bid item for "Asbestos cement Pipe removal and disposal plan" will consist of a submittal by the Contractor prior to the preconstruction meeting detailing the steps and procedures to be followed for removal, haul, and disposal of the asbestos cement (AC) pipe.

AC pipe shall be disposed of at a licensed solid waste disposal facility. Generally, removal will commence after the new mains are installed, in service, and water services have been transferred, however, some sections of AC pipe shall be removed while, making connections to existing mains, or to allow for the installation of the new main, and no additional payment will be made for remobilization of asbestos abatement and removal personnel and equipment. Records indicate the existing AC mains to be removed are 4-inch pipe; however, these mains are from an acquired system and may be different sizes.

It remains the responsibility of the Contractor to comply with all Federal, State, and local safety, health and environmental requirements when working with AC pipe.

Prior to the performance of any contract work, the Contractor shall obtain all permits from, and provide notification to, the Washington State Department of Labor and Industries, the U.S. EPA, the local air pollution control agency, and other permitting and regulatory agencies with jurisdiction over the work involving asbestos as the law requires.

Prior to commencing asbestos related work, the Contractor shall provide the Engineer with written verification of approvals and notifications that have been given and/or obtained from the required jurisdictional agencies, and the Contractor's schedule for all work involving asbestos removal. The schedule shall include the sequencing and scheduling of asbestos related work, and coordination with subcontractors. The Contractor shall notify the Engineer when all approvals have been received and notifications have been made, as required by the agencies involved.

The Contractor shall ensure the safety of all workers, visitors to the site, and the general public in accordance with all applicable laws, rules and regulations. The Contractor shall designate a Washington State Certified Asbestos Supervisor (CAS) to personally supervise the asbestos removal and to ensure that the handling and removal of asbestos is accomplished by certified asbestos workers, pursuant to Washington State Department of Labor and Industries standards. The Contractor shall ensure that the removal and disposal of asbestos meets the requirements of EPA regulation 40 CFR Part 61, local health department regulations, and all other applicable regulations.

Puget Sound Clean Air Agency considers cement asbestos products to be friable. A 10-day waiting period and advance notification to the department in the form of filing a permit is necessary before the project starts. The Contractor will pay all fees associated with this permit. All permit fees for asbestos pipe removal and disposal shall be included as part of the bid item "Asbestos Cement Pipe Removal and Disposal Plan. Include all fees as part of the list of fees is outlined in Puget Sound Clean Air Agency Regulation III Asbestos Control Standards SECTION 4.03 ASBESTOS NOTIFICATION REQUIREMENTS. The Contractor will agree to properly dispose of the asbestos material in accordance with Puget Sound Clean Air Agency Regulation III Asbestos Control Standards SECTION 4.07 DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL part (d).

The Contractor will notify Washington Department of Labor and Industries for Asbestos Abatement Project no later than 10 calendar days prior to the start date. An online form for notification can be found on the Department of Labor and Industries website.

#### 7-09.3(1)B Trench Foundation

#### This section is added with the following:

Trench areas found to be inadequate for a solid pipeline trench foundation shall be over excavated and quarry spalls shall be placed until an adequate foundation is accomplished then sand bedding. Note, the profile shows the invert elevation of the pipe, not the bottom of the trench.

#### 7-09.3(5) Grade and Alignment

The first sentence of the third paragraph is revised to read:

The depth of trenching for water mains shall be such as to give a minimum cover of 42 inches over the top of pipe unless otherwise specified on the plans, within these Special Provisions, or approved by the Engineer.

#### 7-09.3(6) Existing Utilities

This section is supplemented with the following:

The lump sum bid item for of "Test Holes" is for the purpose of pre-determining and resolving conflicts with existing utilities and is required to be completed prior to the water main installation. Proper test holes cannot be accomplished until utility "one call" locates have established and maintained. The selection of methods materials or equipment used for test holes is at the discretion of the contractor. No additional compensation will be made for any particular or specialized equipment or technique utilized by the Contractor. The work shall include all techniques as necessary to field verify and locate all existing utilities, whether shown on the plans or located via one call utility locates, at all new main crossings. Test-hole excavation shall be done in the presence of the Construction Inspector. Test-hole data shall be provided to the inspector prior to main construction and adequate time given to the engineer to redesign if necessary. If the elevation/alignment of the existing utilities is in conflict with the new main installation, the elevation/alignment design will be adjusted by the engineer/inspector.

Additional compensation for any extra excavation required will be made to the contractor via the Trench Excavation and Disposal item as supplemented in these Special Provisions.

Sanitary side sewers and storm catch basin laterals that are unmarked or not locatable and are damaged during water main construction will be repaired and/or replaced as necessary. Prior to the start of the repair, the Inspector and/or contractor shall notify agency responsible for system and make repairs to their standards and make the repair available for the agencies inspection if required or requested. Repair/replacement/restoration will be at the inspector's discretion and in accordance with sections 7-04, 7-17, 7-18 and the Washington State Department of Ecology, Criteria for Sewer Works Design, sections C1-8 and C1-9.

#### 7-09.3(7) Trench Excavation

The third sentence of the second paragraph of this section is revised to read:

The minimum trench width shall be the nominal pipe diameter plus 16 inches. The maximum trench width shall not exceed 30-inches, or 1.5 times the outside diameter of the pipe plus 18-inchs, whichever is greater, unless otherwise approved by the Engineer to allow for proper construction of the pipeline, fittings and other appurtenances.

#### 7-09.3(7)A Dewatering of Trench

This section is supplemented with the following:

The Contractor is responsible for having proper and operational equipment for dewatering. The contractor will have operational de-watering equipment on site prior to main shutdown. The cost of all labor, equipment and materials for de-watering shall be included in the various bid items of the contract. 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 a 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 to 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 Trench Excavation and Disposal, Section 7-09.3(8) of these specifications.

#### 7-09.3(7) C Extra Trench Excavation

The 4<sup>th</sup> paragraph of this section is revised to read:

Additional excavations so required shall be classified as Extra Trench Excavation and Disposal.

#### 7-09.3(8) Removal and Replacement of Unsuitable Materials

This section heading is revised to read:

#### "7-09.3(8) Trench Excavation and Disposal"

This section is supplemented with the following:

Unless specified elsewhere in the plans or special provisions the scope of this Contract shall include the export and disposal of 100% of all excavated materials and the import of 100% of all trench backfill material.

#### 7-09.3(9) Bedding the Pipe

The first sentence of the first paragraph is revised to read:

Pipe zone bedding shall conform to the requirements for Trench Backfill.

#### 7-09.3(10) Backfilling Trenches

This section is supplemented by the following

No recycled material shall be used for trench backfill. Unless otherwise specified, Tacoma Water will require full depth CSTC for trench backfill and compacted in accordance with the 2020 WSDOT Standard Specifications. The contractor will be required to provide a current proctor of material for compaction testing. Compaction testing will be paid under a separate bid item. CSTC shall also be placed in areas of existing rock surfacing disrupted by the water main construction and in any other areas where directed by the inspector, and rolled with a power roller.

#### 7-09.3(11) Compaction of Backfill

This section is supplemented by the following

Backfill shall be compacted to at least 95-percent of maximum density as specified in Section 2-03.3(14) D.

At locations where paved streets, roadway shoulders, driveways, or sidewalks will be constructed or reconstructed over the trench, the backfill shall be spread in layers and compacted by mechanical tampers. In such cases, the backfill material shall be placed in successive layers not exceeding 12-inches in loose thickness (or as specified in Right of Way Permit), and each layer shall be compacted with mechanical tampers to the density specified herein. Mechanical tampers shall be of the impact type as approved by the Engineer.

Compaction test locations shall be at 150 linear foot intervals, with a minimum of two compaction test locations per trench, or as directed by the Engineer. **The Contractor shall perform compaction testing each day main is installed.** 

At each compaction test location, compaction tests shall be taken on each compacted layer, starting 18-inches above the pipe and finishing at the final ground surface. Each layer shall be compacted to 95% modified proctor density, as verified by compaction testing, before proceeding to place and compact the next layer. Compaction testing will be performed by a licensed testing company with trained personnel in the presence of the Tacoma Water Construction Inspector. Passing test will be based on a current proctor of material used. Costs incurred for any proctor test, and failed compaction test, are the responsibility of the Contractor.

Service transfer work by Tacoma Water will not commence until such time as the trench has been successfully backfilled, as demonstrated through receipt of successful compaction test results for that portion of water main placed in service.

#### 7-09.3(12) General Pipe Installation

The first sentence of the first paragraph is revised to read:

Pipe shall be installed in accordance with the manufacturer's printed specifications and instructions, and to the standards of the AWWA and DIPRA for installing the type of pipe used.

#### 7-09.3(14) Cutting Pipe

This section is supplemented with the following:

Short lengths of field cut pipe used for bell and spigot joints shall have a bevel of 30° from center and ¼" from the end.

#### 7-09.3(16) Cleaning and Assembling Joint

This section is supplemented with the following:

Only food-grade pipe lubricant as specified by the pipe manufacturer for potable water shall be used on joints. It shall be delivered to the job in closed containers and shall be kept clean. Pipe lubricant shall be in accordance with AWWA C111/A21.11-95 paragraph. 4.4.4, and NSF/ANSI Standard 61, latest edition.

#### 7-09.3(19)A Connections to Existing Mains

The section is supplemented with the following:

When connecting new mains to existing, the Contractor shall swab out all new material that will go into immediate service with a chlorine solution prior to installation.

When shutdowns for connection are required, the contractor will coordinate and schedule with the inspector, a minimum of three working days prior to the scheduled time of shutdown, to allow 48-hour notification to all customers. Cancellations of the shutdown by the contractor after customer notification is made may result in a charge to the contractor for re-notification.

The Contractor is advised that existing valves used to shut down mains for connections are subject to leakage due to age and condition. The Contractor shall be prepared to deal with water from leaking valves encountered. No additional compensation will be made.

The Contractor is advised that only Tacoma Water crews may operate system valves.

The existing pipe shall be kept clean and free of debris as much as possible.

Coordination is an important part of this project so proper notification for shutdowns is necessary, such that they can be scheduled without causing delays to the Contractor or unanticipated interruption of service to Tacoma Water customers.

#### 7-09.3(19) B Maintaining Service

The section is supplemented with the following:

Tacoma Water will furnish all labor and materials necessary to provide temporary (hi-line) mains and services when necessary or as determined by the Construction Inspector. The Contractor may have some down time waiting for services to be hi-lined. No extra compensation will be made to the Contractor for down time due to work by City forces. No time will be charged towards the contract's time of completion while services are transferred.

Where existing services are to be transferred from old to new mains, the work of the Contractor shall be so planned and coordinated with that of Tacoma Water that consumers will be shut off as briefly as possible.

#### 7-09.3(21) Concrete Thrust Blocking

This section is supplemented with the following:

Concrete thrust blocking shall conform to Standard Drawing 17-56-1. Concrete used for Thrust blocking on mains eight inch and smaller shall meet the requirements of 6-02.3(4)B Jobsite Mixing, with a compressive strength at 28 days of a minimum 3,000 psi. Temporary thrust blocking may be revised or altered as approved by the Tacoma Water Construction Inspector.

#### 7-09.3(23) Hydrostatic Pressure Test

This section is supplemented with the following:

Testing will only be accomplished with the approval and in the presence of the Tacoma Water Construction Inspector. The Tacoma Water Construction Inspector will provide his/her own set of pressure gauges.

Testing will conform to DIPRA standards.

#### 7-09.3(23) A Testing Extensions From Existing Mains

This section is supplemented with the following:

Testing will only be accomplished with the approval and in the presence of the Tacoma Water Construction Inspector. The Tacoma Water Construction Inspector will provide his/her own set of pressure gauges. Testing will conform to DIPRA standards.

#### 7-09.3(23) B Testing Section with Hydrants Installed

This section is supplemented with the following:

Testing will only be accomplished with the approval and in the presence of the Tacoma Water Construction Inspector. The Tacoma Water Construction Inspector will provide his/her own set of pressure gauges. Testing will conform to DIPRA standards.

#### 7-09.3(24) Disinfection of Water Mains

This section is supplemented with the following:

#### 7-09.3(24)A Flushing

This section is revised to read:

In laying mains, care shall be taken to in-sure that the interior of the pipe is kept free of foreign matter or trench water. Upon completion of construction, the line shall be filled slowly under the direction of the Engineer and a pressure test conducted.

Sections of pipe to be disinfected shall first be flushed to remove any solids or contaminated material that may have become lodged in the pipe. If a hydrant is not installed at the end of the main, then a tap shall be provided large enough to develop a flow velocity of at least 2.5 fps in the water main.

Tacoma Water crews will flush, sample, and de-chlorinate newly installed water mains. The Contractor is advised that only Tacoma Water 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 Water customers.

#### 7-09.3(24) K Retention Period Flushing

This section is revised to read:

The chlorinated water resulting from the initial filling shall be retained in the line for a period of not less than 24 hours. After this period the chlorine residual at the pipe extremities and at other representative points shall be at least 25 ppm. After which Tacoma Water will remove the chlorinated water and thoroughly flush the line. Tacoma Water shall take initial bacterial test samples of water flowing in the line upon completion of the flushing. A second set of bacterial test samples will be taken after a 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 reflushed, at the expense of the Contractor, until two successive satisfactory samples are obtained.

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

#### 7-09.3(24) N Final Flushing and Testing

The second paragraph is deleted: This section is supplemented with the following

The Tacoma Water Construction Inspector will determine location of sample stations and coordinate with Tacoma Water crews for installation. Corporation stops with copper pipe stubs will be installed by Tacoma Water 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 Tacoma Water crews after bacterial tests and pressure tests are completed unless the station will be used for a new water service lateral. 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.

Unless specified in the bid proposal or on the plans, Tacoma Water will furnish all labor and materials necessary to provide new services or to transfer present services to the new mains and to provide the required taps for testing and sterilizing.

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.

#### 7-09.4 Measurement

The ninth paragraph is revised to read:

<u>Trench shoring</u>: The measurement of shoring will by the linear foot of pipe laid and shall be measured along the pipe through fittings, valves and couplings. The single lineal foot measurement will be for both sides of the trench that is shored. Overexcavation to bypass the use of shoring/shielding is not considered a safety system and no payment will be made. Any extra quantities materials (pavement removal and replacement, trench excavation and disposal, trench backfill) attributed to overexcavation will not be paid for by Tacoma Water. Shoring/shielding requirements will be in accordance with WISHA standards and the 2020 M41-10 Washington State Department of Transportation Standard Specifications Section 7-09.3(7).

This section is supplemented with the following:

The bid item for removal and replacement of unsuitable material will be measured by the cubic yard and shall only cover the materials as removed as part of the trench excavation. Replacement of unsuitable materials shall be paid per the Trench backfill specification.

The unit prices bid in the Proposal shall include all the accessories, gaskets, follower glands, nuts, bolts, etc., necessary to complete the project on the approved plans.

<u>Trench Excavation and Disposal:</u> Measurement of trench excavation and disposal of unsuitable material will be by cubic yard based upon on the tonnage of trench backfill placed and accepted by the Engineer and calculated as follows:

Trench Excavation (CY) = (<u>Trench Backfill\* (Ton) X 0.87</u>) 1.35 Ton/CY \*Note: Trench Backfill shall be the total of ticketed sand, CSTC, Topsoil Type A, and quarry spalls.

<u>-inch Ductile Iron Pipe,</u><u>Joint, ANSI/AWWA, C151, Special</u> <u>Thickness Class No. 52, installed (various sizes)</u>: Measurement for water mains will be by the linear foot measured along the pipe less fittings, valves and couplings.

No specific unit of measurement shall apply to the lump sum item <u>"Asbestos</u> <u>cement Pipe removal and disposal plan"</u>

<u>Removal and disposal of abandoned AC pipe, all sizes:</u> Measurement for Removal and disposal of abandoned AC pipe, all sizes will be by the linear foot measured along the AC pipe removed.

<u>Mechanical Joint Fittings and couplings (various sizes and combinations):</u> Measurement for fittings and couplings shall be per each.

Permanent Blow –Off Assemblies: Measurement for this item will be per each.

<u>Temporary Blow -Off Assemblies, installed and removed</u>: Measurement for this item will be per each.

<u>Restraining Glands (various sizes):</u> Measurement for these items will be per each.

Push-On Joint Restraining Gaskets (various sizes): Measurement for these items will be per each.

<u>-inch Transition couplings with</u> <u>-inch center ring</u> <u>coating, and</u> <u>bolts,</u> <u>to</u> (various sizes): Measurement for these items will be per each.

<u>--inch End Cap Couplings, tapped</u> <u>-inch with</u> <u>-inch center ring</u> <u>Coating, & bolts (various sizes):</u> Measurement for these items will be per each.

Concrete Thrust Anchors, in place: Measurement for this item will be per each.

<u>Temporary Thrust Anchors, in place, install and remove:</u> Measurement for this item will be per each. The use of blocking/preformed structures will be at the discretion of the inspector.

<u>Crushed Surfacing Top Course (CSTC) for trench backfill and restoration:</u> Measurement for this item shall be per ton. It is the Contractor's responsibility to provide gravel tickets to Tacoma Water's inspector daily as materials are delivered.

<u>Trench Compaction Test (as directed by the inspector)</u>, shall be per each for passing compaction test as per section 7-09.3(11) and 2-03(14) D. Test will be performed by a licensed testing facility with trained personnel in the presence of the Tacoma Water Construction Inspector. Passing test will be based on a current proctor of material used. Costs incurred for any proctor test and failing compaction test are responsibility of the contractor.

<u>Test Holes:</u> No unit of measurement shall apply to the lump sum price for Test Holes.

<u>Force Account:</u> The item shall conform to Section 1-09.6 of the Standard Specifications.

#### 7-09.5 Payment

This section is revised to read:

"Trench Excavation and Disposal Incl. Haul", per cubic yard.

The unit contract price for "Trench Excavation and Disposal" shall be full pay for all labor, equipment and materials required for excavating and disposal of unsuitable materials. Trench and disposal requirements will be in accordance with WSDOT Standard Specifications as modified in these Special Provisions.

"Trench shoring", per linear foot.

The single lineal foot measurement will be full pay for both sides of the trench that is shored. Over-excavation to bypass the use of a shoring/shielding is not considered a safety system and no payment will be made.

"\_\_\_\_\_-inch Ductile Iron Pipe, \_\_\_\_\_\_ Joint ANSI/AWWA. C151 Special Thickness Class No. 52", per linear foot.

The unit contract price per linear foot for each size of "\_\_\_\_\_-inch Ductile Iron Pipe, \_\_\_\_\_Joint ANSI/AWWA. C151 Special Thickness Class No. 52" shall be full pay for all work to complete the installation of the water main including but not limited to furnishing, laying, jointing pipe, gaskets, gland/bolt kits, testing, flushing, disinfecting the pipeline and cleanup.

Payment for restoration will be made under the applicable items shown in the Proposal.

If no pay items for restoration are included in the Proposal, restoration shall be considered incidental to the work of constructing the water main, and all costs thereof shall be included in the unit contract price for "\_\_\_\_-inch Ductile Iron Pipe, \_\_\_\_\_ Joint ANSI/AWWA. C151 Special Thickness Class No. 52".

"Asbestos cement Pipe removal and disposal plan", per lump sum.

The lump sum contract price for "Asbestos cement Pipe removal and disposal plan" shall be full pay for all costs, including but not limited to, preparing, submitting, revising, complying with testing requirements, and resubmitting revisions for the Asbestos Cement Pipe removal and disposal plan.

"Removal and disposal of abandoned AC pipe, all sizes", per linear foot.

The unit contract price per linear foot of "Removal and disposal of abandoned AC pipe, all sizes": shall be full pay for all work to complete the removal, abatement, haul, disposal, permitting and permit fees, documentation, material, personal protective equipment, and cleanup necessary to properly remove and dispose of AC pipe abandoned as part of this contract.

"\_\_\_\_-inch Ductile Iron Reducer, \_\_\_\_\_ M.J. with concrete anchor, (dwg. 17-56-1) in place", per each.

The unit contract price for "\_\_\_\_\_-inch Ductile Iron Reducer, \_\_\_\_\_M.J. with concrete anchor, (dwg. 17-56-1) in place" shall be full pay for all labor, equipment and materials required for furnishing and installing these items including concrete anchor, gaskets and gland/bolts kits.

"\_\_\_\_-inch Ductile Iron (*fitting*), M.J. \_\_\_\_\_ in place", per each.

The unit contract price for "\_\_\_\_-inch Ductile Iron (*fitting*), M.J. \_\_\_\_\_ in place" shall be full pay for all labor, equipment and materials required for furnishing and installing these items including gaskets and gland/bolts kits.

"\_\_\_\_-inch Ductile Iron *(cap/plug)*, M.J., tapped \_\_\_\_-inch, installed & removed", per each.

The unit contract price for "\_\_\_\_-inch Ductile Iron (<u>*cap/plug*</u>), M.J., tapped \_\_\_\_-inch, installed & removed" shall be full pay for all labor, equipment and materials required for furnishing, installing and removing these items including gaskets gland/bolts kits.

"\_\_\_\_\_-inch Ductile Iron (*Cap/plug*), M.J., tapped \_\_\_\_\_-inch, in place", per each.

The unit contract price for "\_\_\_\_-inch Ductile Iron (<u>*cap/plug*</u>), M.J., tapped \_\_\_\_inch, in place" shall be full pay for all labor, equipment and materials required for furnishing, and installing these items including gaskets gland/bolts kits.

"\_\_\_\_-inch \_\_\_\_\_Tapping Sleeve, in place", per each.

The unit contract price for "\_\_\_\_-inch \_\_\_\_\_Tapping Sleeve" shall be full pay for all labor, equipment and materials required for furnishing, and installing these items including gaskets gland/bolts kits.

"\_\_\_\_-inch Transition Coupling with \_\_\_\_\_-inch center ring, \_\_\_\_\_coating, and bolts, \_\_\_\_\_ to D.I.", per each.

The unit contract price for "\_\_\_\_-inch Transition Coupling with \_\_\_\_\_-inch center ring, \_\_\_\_\_coating, and \_\_\_\_\_ bolts, \_\_\_\_\_ to D.I." shall be full pay for all labor, equipment and materials required for furnishing and installing these items.

"\_\_\_\_\_-inch End Cap Coupling tapped \_\_\_\_\_-inch, with \_\_\_\_\_inch center ring,\_\_\_\_\_ coating, and \_\_\_\_\_bolts," per each.

The unit contract price for "\_\_\_\_-inch End Cap Coupling tapped \_\_\_\_\_-inch, with \_\_\_\_\_inch center ring, \_\_\_\_\_coating, and \_\_\_\_\_bolts," shall be full pay for all labor, equipment and materials required for furnishing and installing these items.

"\_\_\_\_-inch Blow-Off Assembly, in place", per each.

The unit contract price bid per each for "\_\_\_\_\_-inch Blow-Off Assembly, in place" shall be full pay for all work to install the blow-off assembly per drawing 17-56-1, including but not limited to excavating, backfilling, laying and jointing pipe, pipe and fittings, valve box, meter box, and cleanup. Bid item to include raising valve box to finished grade per drawing 17-56-1, and to include concrete pad and asphalt patch at valve box.

"Temporary \_\_\_\_\_-inch Blow-Off Assembly, installed & removed", per each.

The unit contract price bid per each for "Temporary \_\_\_\_\_-inch Blow-Off Assembly, installed & removed" shall be full pay for all work to install the blow-off assembly per drawing 17-56-1, including but not limited to excavating, backfilling, laying and jointing pipe, pipe and fittings, gate valve, meter box, cleanup and removal.

-inch Mechanical Joint Restraining Gland, in place", per each.

The unit contract price for "\_\_\_\_\_-inch Mechanical Joint Restraining Gland, in place "shall be full pay for all labor, equipment and materials required for furnishing and installing the specified item.

"\_\_\_\_\_-inch Push-On Joint Restraining Gasket, in place", per each.

The unit contract price for "\_\_\_\_\_-inch Push-On Joint Restraining Gasket, in place "shall be full pay for all labor, equipment and materials required for furnishing and installing the specified item.

"\_\_\_\_\_•, MJ, in place"

The unit contract price for "\_\_\_\_\_-inch Ductile Iron Ell, MJ, in place" shall be full pay for all labor, equipment and materials required for furnishing and installing.

"Concrete Thrust Anchor, in place", per each.

The unit contract price for "Concrete Thrust Anchor, in place "shall be full pay for all labor, equipment and materials required for furnishing and installing the specified item.

"Temporary Concrete Thrust Anchor, installed & removed", per each.

The unit contract price for "Temporary Concrete Thrust Anchor, installed & removed" shall be full pay for all labor, equipment and materials required for furnishing, installing and removing the specified item.

"Crushed Surfacing Top Course for Trench Backfill", per ton.

The unit contract price for "Crushed Surfacing Top Course for Trench Backfill per section 9-03.9(3) of the \_\_\_\_\_WSDOT Standard Specifications, shoulder restoration, and road restoration as directed by the inspector" shall be full pay for all labor, equipment and materials required for furnishing and installing the specified item including delivery, spreading, compacting and rolling.

"Trench Compaction Test (as directed by the inspector)", per each.

The unit contract price for "Trench Compaction Test (as directed by the inspector)" shall be for passing compaction test as per sections 7-09.3(11), and 2-03(14) D. Testing will be performed by a licensed testing company with trained personnel in the presence of the Tacoma Water Construction Inspector, and shall be measured per each passed test.

"Test Holes", per lump sum.

The lump sum contract price for "Test Holes" shall be full pay for all labor, equipment and materials required to perform the specified excavations including all flagging required to field verify existing utilities. Progress payment will be made based on the percentage completion of the total work encompassed within the lump sum item.

#### END OF SECTION

#### 7-12 VALVES FOR WATER MAINS

#### 7-12.4 Measurement

These sections are supplemented with the following:

Measurement for tapping gate valves will be separate per each.

Measurement for <u>--</u>inch Gate Valve, M.J., ANSI/AWWA, C509/515, with C.I. Valve Box, will be per each.

Measurement for <u>-</u> inch Butterfly Valve, M.J., ANSI/AWWA, C504, with C.I. Valve Box, will be per each

Measurement for \_\_\_\_\_- inch Tapping Gate Valve, M.J., ANSI/AWWA, C509/C515, with C.I. Valve Box, will be per each

Measurement for <u>-</u>inch Air/Vacuum release Valve, ASTM/AWWA, C512 with C.I. Valve Box and vent, will be per each

#### 7-12.5 Payment

These sections are supplemented with the following:

Payment will be made in accordance with Section 1-04.1, for each of the following Bid items that are included in the Proposal:

"\_\_\_\_\_-inch Gate Valve, M.J., ANSI/AWWA, C509/C515, with C.I. Valve Box", per each.

The unit bid price for "\_\_\_\_\_-inch Gate Valve, M.J., ANSI/AWWA, C509/C515, with C.I. Valve Box, in place, per each" shall be full pay for all labor, equipment and materials required to furnish and install valve. Bid item to include raising valve box to finished grade per drawing 17-56-1, and to include concrete pad and asphalt patch at valve box as well as labor and materials for Trench Excavation and disposal and Crushed Surfacing Top Course (CSTC) for trench backfill.

"\_\_\_\_\_-inch Butterfly Valve, M.J., ANSI/AWWA, C504, with C.I. Valve Box, per each.

The unit bid price for "\_\_\_\_\_-inch Butterfly Valve, M.J., ANSI/AWWA, C504, with C.I. Valve Box" shall be full pay for all labor, equipment and materials required to furnish and install valve. Bid item to include raising valve box to finished grade per drawing 17-56-1, and to include concrete pad and asphalt patch at valve box as well as labor and materials for Trench Excavation and disposal and Crushed Surfacing Top Course (CSTC) for trench backfill.

"\_\_\_\_\_-inch Tapping Gate Valve, M.J., ANSI/AWWA, C509/C515, with C.I. Valve Box", per each.

The unit contract price for "\_\_\_\_\_-inch Tapping Gate Valve, M.J., ANSI/AWWA, C509/C515, with C.I. Valve Box, in place" shall be full pay for all labor, equipment and materials required for furnishing, installing and tapping. Bid item to include raising valve box to finished grade per drawing 17-56-1, and to include concrete pad and asphalt patch at valve box as well as labor and materials for Trench Excavation and disposal and Crushed Surfacing Top Course (CSTC) for trench backfill.

#### **END OF SECTION**

#### 7-14 HYDRANTS

#### 7-14.3(1) Setting Hydrants

The second paragraph is revised to read:

All hydrants shall be set on concrete blocks as shown on standard detail 17-56-1. The hydrant barrel drain shall waste into a pit of porous gravel material meeting specification 9-03.12(5), situated at the base of the hydrant as shown on standard detail 17-56-1.

#### This section is supplemented with the following:

Hydrant installation will conform to AWWA and DIPRA standards and drawing 17-56-1. No barrel extensions will be approved for new installations. The Contractor is responsible for ensuring the proper bury of hydrant for grade is installed.

#### 7-14.3(2) A Hydrant Restraints

This section is supplemented with the following:

Only approved restraining glands will be installed for hydrant restraints, unless shackle rods are specified. No poured concrete thrust block will be placed on the back side of the fire hydrants. If the hydrant lateral is longer than one full length of pipe, either mechanical joint (MJ) pipe, approved push-on joint restraining gaskets or a ductile iron solid sleeve with restraining glands will be installed to ensure correct location and restraint of hydrant.

#### 7-14.3(6) Hydrant Extensions

This section is revised to read:

No hydrant barrel extensions are approved on new installations. **7-14.3(7) Removing Abandoned Hydrants** *This section is added with the following:* 

The contractor shall remove existing abandoned fire hydrants which were taken out of service by this project or as noted to be removed on plans. Abandoned fire hydrants shall be removed at the foot, laterals plugged, and fire hydrants delivered to the Tacoma Water Storeroom at South 35<sup>th</sup> Street and Union Avenue. All labor and equipment costs are incidental to the contract.

#### 7-14.4 Measurement

This paragraph is supplemented with the following:

Measurement of "6-inch Hydrant, M.J., \_\_\_\_-ft. bury, with \_\_\_\_-inch \_\_\_\_\_ Threads & \_\_\_\_-inch Quick Connect Coupling", will be made per each.

#### 7-14.5 Payment

This paragraph is supplemented with the following:

"6-inch Hydrant, M.J., \_\_\_\_-ft. bury, with \_\_\_\_-inch \_\_\_\_\_ Threads & \_\_\_- inch Quick Connect Coupling", per each.

The unit bid price for "6-inch Hydrant, M.J., \_\_\_\_\_-ft. bury, with \_\_\_\_\_-inch \_\_\_\_\_\_Threads & \_\_\_\_\_-inch Quick Connect Coupling" shall be full pay for all labor, equipment and materials required for furnishing and installing the hydrant including drain rock and hydrant block as well as labor and materials for Trench Excavation and disposal and Crushed Surfacing Top Course (CSTC) for trench backfill. Restraining glands, lateral pipe, tee, and valve will be paid under separate bid items.

#### END OF SECTION

#### 7-15 SERVICE CONNECTIONS

This section is supplemented with the following:

There are approximately 24 water service transfers throughout the project. New mains will be tested and sampled in sections so Tacoma Water can commence with service transfers. Following the successful completion of sampling, the Contractor shall anticipate down time waiting for Tacoma Water crews to complete service transfers. The Contractor shall anticipate one working day per service for Tacoma Water crews to complete service transfers. All costs shall be included in the various bid items in the proposal and no extra compensation will be made to the Contractor for down time due to work by City forces. No time will be charged towards the contract's time of completion while services are transferred.

Please note; Service transfer work by Tacoma Water will not commence until such time as the section of water main has been placed into service and the trench has been successfully backfilled, as demonstrated through receipt of successful compaction test results for that portion of water main to be placed in service.

#### **END OF SECTION**

#### 7-17 SANITARY SEWERS

#### 7-17.3 Construction Requirements

This section is supplemented with the following:

Sanitary sewers may be encountered at various locations throughout this project. Prior to the start of the sanitary sewer repair, the Inspector and/or Contractor shall notify, Tacoma Public Works Inspector. C900 PVC shall be used on sanitary repairs. The repair of the sewer shall be made three feet outside of the water main trench or to the limits and material standards of Washington State Department of Ecology, Criteria for Sewer Works Design, section C1-9.1.4 If the sewer pipe falls into the unusual condition as specified by the Washington State Department of Ecology, Criteria for Sewer Works Design, sections C1-9.1.4 Unusual Conditions (Perpendicular), sub-section A, the sewer pipe shall comply with the requirements of a full length of pipe centered over the water main to the material standards of Table C1-4. No additional compensation shall be made for the extended connection and material. Mechanical couplings (Romac or equivalent) shall be installed at both ends of the sewer restoration forming a rigid connection between the new and existing pipe. Rigid PVC slip couplings for PVC pipe and Romac mechanical style for concrete pipe only. Repair/replacement/restoration will be at the inspector's discretion and in accordance with Washington State Department of Ecology, Criteria for Sewer Works Design, sections C1-8 and C1-9.

#### 7-17.4 Measurement

This section is revised to read:

"Storm, Sanitary, and Side Sewer Restoration" will be measured per each.

#### 7-17.5 Payment

This section is revised to read:

"Storm, Sanitary, and Side Sewer Restoration", per each.

The unit bid price for "Storm, Sanitary, and Side Sewer Restoration", includes all labor and materials required to remove and replace storm, sanitary, and side sewers. This is a per each bid item that includes all costs but is not limited to pipe, fittings, pea gravel, labor, and equipment, etc. to repair sewers, as well as labor and materials for Trench Excavation and disposal and Crushed Surfacing Top Course (CSTC) for trench backfill

#### END OF SECTION

#### 7-18 SIDE SEWERS

#### 7-18.3 Construction Requirements

This section is supplemented with the following:

Side sewers may be encountered at various locations throughout this project. Prior to the start of the sanitary side sewer repair, the Inspector and/or Contractor shall notify Tacoma Public Works Inspector. C900 PVC shall be used on side sewer repairs. The repair of the side sewer shall be made three feet outside of the water main trench or to the limits and material standards of Washington State Department of Ecology, Criteria for Sewer Works Design, section C1-9.1.4 If the side sewer pipe falls into the unusual condition as specified by the Washington State Department of Ecology, Criteria for Sewer Works Design, sections C1-9.1.4 Unusual Conditions (Perpendicular), subsection A, the side sewer pipe shall comply with the requirements of a full length of pipe centered over the water main to the material standards of Table C1-4. No additional compensation shall be made for the extended connection and material. Mechanical couplings (Romac or equivalent) shall be installed at both ends of the sewer restoration forming a rigid connection between the new and existing pipe. Rigid PVC slip couplings for PVC pipe and Romac mechanical style for concrete pipe only.

Repair/replacement/restoration will be at the inspector's discretion and in accordance with Washington State Department of Ecology, Criteria for Sewer Works Design, sections C1-8 and C1-9.

#### 7-18.4 Measurement

This section is revised to read:

"Storm, Sanitary, and Side Sewer Restoration", will be measured per each.

#### 7-18.5 Payment

This section is revised to read:

"Storm, Sanitary, and Side Sewer Restoration", per each.

The unit bid price for "Storm, Sanitary, and Side Sewer Restoration", includes all labor and materials required to remove and replace storm, sanitary, and side sewers. This is a per each bid item that includes all costs but is not limited to pipe, fittings, pea gravel, labor, and equipment, etc. to repair sewers, as well as labor and materials for Trench Excavation and disposal and Crushed Surfacing Top Course (CSTC) for trench backfill

#### **END OF SECTION**

#### 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

#### 8-01.3(1)B Erosion and Sediment Control (ESC) Lead

This section is revised to read:

The Contractor shall identify the ESC Lead at the preconstruction meeting. The ESC Lead shall have, for the life of the contract, a current Certificate of Training in Construction Site Erosion and Sediment Control from a course approved by WSDOT's Statewide Erosion Control Coordinator.

The ESC Lead shall implement the Temporary Erosion and Sediment Control (TESC) plan. Implementation shall include, but not limited to:

- 1. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the TESC plan to assure continued performance of their intended function. Damaged or inadequate TESC BMPs shall be corrected immediately.
- 2. Inspecting all on-site erosion and sediment control BMPs at least once every five working days and each working day there is a runoff event. A TESC Inspection Report shall be prepared for each inspection and shall be included in the TESC file. A copy of each TESC Inspection Report shall be submitted to the Engineer no later than the end of the next working following the inspection. The report shall include, but not limited to:
  - a. When, where and how BMPs were installed, maintained, modified, and removed;
  - b. Observations of BMP effectiveness and proper placement;
  - c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal TESC plan inadequacies.
- 3. Updating and maintaining a TESC file on site includes, but not limited to:

- a. TESC Inspection Reports
- b. Temporary Erosion and Sediment Control (TESC) plan narrative.
- c. National Pollutant Discharge Elimination System construction permit (Notice of Intent)
- d. Other applicable permits.

Upon request, the file shall be provided to the Engineer for review.

#### 8-01.3(8) Street Cleaning

This section is revised to read:

Self-propelled pickup and vacuum street sweepers shall be used, whenever required by the Engineer to prevent transport of sediment and other debris off the project site. Street sweepers without vacuums will not be allowed. Street sweepers shall be designed and operated to meet air quality standards.

#### 8-01.4 Measurement

The sixth sentence is replaced with the following:

Street cleaning with self-propelled pickup and vacuum street sweeper equipment will be measured by the hour for the actual time spent cleaning pavement, as authorized by the Inspector. Time to move the equipment to or from the area on which street cleaning is required will not be measured.

#### 8-01.5 Payment

The tenth sentence is replaced with the following:

"Street cleaning with Self-propelled pickup and vacuum street sweeper equipment", per hour.

The unit bid price for "Street cleaning with self-propelled pickup and vacuum street sweeper equipment" will be for a self-propelled pickup and vacuum street sweeper and operator.

#### **END OF SECTION**

#### 8-02 ROADSIDE RESTORATION

#### 8-02.3 Construction Requirements

#### 8-02.3(4) Topsoil

This section is supplemented with the following:

A minimum of 6-inches of Topsoil Type A shall be placed in areas of roadside restoration or as directed by the Construction Inspector. It shall be placed in preparation for the Tacoma Public Utilities Landscaping crew to complete the roadside restoration.

#### 8-02.3(4)A Topsoil Type A

This section is supplemented with the following:

**Topsoil A shall meet the following specification:** Planting soil shall consist of a natural sandy clay loam, sandy loam, or loamy sand humus-bearing soil containing no less than 55-percent or more than 15-percent organic matter as determined by the loss of ignition of oven-dried samples. The allowable pH range shall be 5.0 to 7.0. The soil shall be natural friable surface soil free of any material toxic to the plant growth; from subsoil; and from stones and other debris which would not pass through a 1-inch square opening. The maximum allowable percent of gravel retained on a 1/4-inch sieve and other foreign materials shall not exceed 10-percent by volume. The percentage of the soil passing through the following sieves shall be:

U.S. No. Sieve	<u>Min.</u>	<u>Max.</u>
#200	5	40
#120	20	60
# 60	50	100

This planting soil shall be placed to a maximum depth of 6-inches in all areas to be seeded as designated on the plans or as directed by the project manager.

Soil amendments shall be either organic or inorganic materials; such as: thoroughly soaked peat moss, fibrous sedge peat, woody or reed type peat, sludge, manure, well-rotted sawdust, or vermiculite, manufactured or processed for use in altering structural and textural properties of soil. Peat shall contain less than 20-percent of ash by dry weight. The manure shall be well decomposed cow waste and must be free of any material toxic to plant growth, free from noxious weed seeds and with a minimum of straw litter. When sawdust is used, either 4.5 pounds of ammonium sulfate or 3 pounds of ammonium nitrate shall be added to the topsoil mixture per cubic yard of sawdust. Any manufactured or processed soil amendment material shall pass through a 1/4-inch sieve, shall contain no substances harmful to plant growth, and shall be subject to approval by the project manager. All inorganic material containers shall clearly indicate both the type of amendment material and the volume. Soil amendments shall be either organic or inorganic materials; such as: thoroughly soaked peat moss, fibrous sedge peat, woody or reed type peat, sludge, manure, well-rotted sawdust, or vermiculite, manufactured or processed for use in altering structural and textural properties of soil. Peat shall contain less than 20-percent of ash by dry weight. The manure shall be well decomposed cow waste and must be free of any material toxic to plant growth, free from noxious weed seeds and with a minimum of straw litter. When sawdust is used, either 4.5 pounds of ammonium sulfate or 3 pounds of ammonium nitrate shall be added to the topsoil mixture per cubic yard of sawdust. Any manufactured or processed soil amendment material shall pass through a 1/4-inch sieve, shall contain no substances harmful to plant growth, and shall be subject to approval by the project manager. All inorganic material containers shall clearly indicate both the type of amendment material and the volume.

#### **END OF SECTION**

#### 8-22 PAVEMENT MARKING

#### 8-22.1 Description

This section is supplemented with the following:

Installation of traffic lane markings will re-establish pre-construction markings.

#### 8-22.3 Construction Requirements

This section is supplemented with the following:

The Contractor shall replace existing pavement markings that are disturbed by water main construction. Markings shall be equivalent to that existing prior to construction and shall include but not be limited to crosswalk marking, single and double yellow paint line, reflective lane markers, plastic traffic arrows, and plastic "ONLY" lettering. All traffic markings shall conform to Pierce County standards.

#### 8-22.4 Measurement

This section is supplemented with the following:

The bid item "Traffic Lane Markings" will be measured per linear foot as measured along the construction centerline in areas where markings are replaced. One measurement may include multiple longitudinal lines, raised traffic markers (buttons), transverse lines, and symbol markings.

#### 8-22.5 Payment

This section is supplemented with the following:

"Traffic Lane Markings", per linear foot.

The contract price per lump sum for "Traffic Lane Markings" shall be full pay for re-establishing all lane striping, stop lines, raised traffic markers (buttons) and turns arrows and includes all labor and material.

#### END OF SECTION

#### 9-03 AGGREGATES

#### 9-03.21 Recycled Material

This section is supplemented with the following:

No recycled material shall be used for trench backfill of water main.

#### **END OF SECTION**

#### 9-30 WATER DISTRIBUTION MATERIALS

The first paragraph is revised to read:

This specification addresses pipe and appurtenances 24-inch in diameter and smaller. Water distribution material incorporated in the work shall be new.

Prior to construction, the Contractor shall submit 3 copies of material submittals to the Engineer for approval.

#### 9-30.1(1) Ductile Iron Pipe

This section is revised to read:

Ductile iron pipe shall be centrifugally cast and meet the requirements of AWWA C151. Ductile iron pipe shall have a cement mortar lining meeting the requirements of AWWA C104. Ductile iron pipe shall be a minimum of Special Thickness Class 52 and manufactured by the following:

- Tyton Joint:
  - McWane Cast Iron Pipe Company
  - Pacific States Cast Iron Pipe Company
  - U.S. Pipe and Foundry Company
- Fastite Joint:\*
  - American Cast Iron Pipe Company
- Mechanical Joint:
  - McWane Cast Iron Pipe Company
  - American Cast Iron Pipe Company
  - Pacific States Cast Iron Pipe Company
  - U.S. Pipe and Foundry Company

Non-restrained joints shall be rubber gasket, push-on type, or mechanical type meeting the requirements of AWWA C111.

Restrained joints shall be as specified in Section 9-30.2(6).

\*Note: When plans and specifications require push-on joints to be restrained with nitrile gaskets, only American Ductile Iron Pipe and Fastite Fast-Grip<sup>®</sup> restraining gaskets are allowed.

#### 9-30.1(3) Rubber Gaskets

This section is added with the following:

All gaskets furnished with pipe shall be styrene butadiene rubber (SBR), unless specified otherwise by the project engineer. When deemed necessary, "Nitrile" (NBR) gaskets will be required. When NBR gaskets are required they must be color-coded and/or marked in color so as to be easily identifiable as nitrile. When nitrile push-on joint restraining gaskets are required, they shall be Fastite Fast-Grip<sup>®</sup> manufactured by American Cast Iron Pipe Company or approved equal. All gaskets must conform to ANSI/AWWA C111. The gasket requirements for the specific project will be indicated on the face of the plan for the project.

#### 9-30.2 Fittings

This section is revised to read:

Ductile iron flanges and flanged ductile iron spool pieces shall be in accordance with ANSI/AWWA C 115.

Gaskets for steel flanged joints shall be cloth inserted rubber made by Johns-Manville, JM-109 or approved equal.

Unless specified otherwise, all T-head bolts and nuts supplied for mechanical joint fittings, valves, sleeves, couplings, hydrants, tapping sleeves, etc., shall be made of high-strength, low alloy steel, conforming to ANSI/AWWA C111 (Corrosion-Resistant Steel "Cor-Ten"). All other bolts and nuts shall be hot dipped galvanized or electroplated and conform to ASTM A 307, Grade B.

All bolts shall be of sufficient length that, when assembled and tightened to proper torque, a minimum of one thread will extend outside of the nut.

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 Special Provisions.

All ductile iron fittings shall conform to the latest ANSI/AWWA C110 Specifications or ANSI/AWWA Cl53 for Mechanical Joint 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 the bolts tightened in the sequence and to the torque specified in DIPRA published by the Ductile Iron Pipe Research Association.

#### 9-30.2(6) Restrained Joints

This section is supplemented with the following:

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 increases. Joint flexibility shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. 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. Twist-off nuts, sized same as tee-head bolts, shall be used to insure proper actuating of restraining devices. 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 manufactured by:

- EBAA Iron, Inc., MEGALUG,
- Romac "RomaGrip"
- Uniflange Series 1400
- Tyler Union "TUFGrip Series 1000"
- or approved equal

Tyton joint restraint shall be made with Field-Lok 350<sup>®</sup> restraining gaskets or approved equal. Fastite joint restraint shall be made with Fast-Grip<sup>®</sup> restraining gaskets or approved equal.

#### 9-30.2(7) Bolted, Sleeve Type Couplings for Plain End Pipe

The first two sentences in this section are revised to read:

Bolted, sleeve-type couplings, reducing couplings, or transition couplings will be mechanical style flexible coupling meeting AWWA C219, with minimum 7- inch center ring, epoxy coating, and stainless steel nuts and bolts.

End Cap Couplings will be mechanical style flexible coupling meeting AWWA C219, with minimum 7- inch center ring, epoxy coating, stainless steel nuts and bolts, and tapped 2-inch.

Couplings will be proper to type of pipe (e.g. D.I to C.I.)

#### 9-30.3(1) Gate Valves (3 inches to 16 inches)

This section is revised to read:

The end flanges of flanged gate valves shall conform in dimensions and drilling to the Standard ANSI B16.1 for cast iron flanges and flanged fittings, Class 125 unless specifically provided otherwise in plans or supplementary specifications. The bolt holes shall straddle the vertical centerline.

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

All Resilient Seat Gate Valves shall conform to the latest revision of AWWA Standard C-509/515 and be UL listed, FM approved. They shall be as manufactured by:

- American Flow "Series 2500"
- AVK-series 25 or 65
- Clow model "2638, 2639 and 2640"
- Kennedy model "KS-FW" and "KS-RW"
- M&H: Style "4067"
- M&H: Style "7000 series"
- Mueller Style "2360"
- NIBCO 619-RW Series
- US Pipe "Metroseal 250"
- East Jordan "Flowmaster"
- or approved equal

All Resilient Seat Gate Valves shall meet the following requirements:

a. Shall have the body and bonnet coated with a fusion bonded epoxy coating meeting all the application and performance requirements of AWWA C-550.

b. All gate valve ends shall be as shown on the project drawing and conform to the applicable ANSI/AWWA standard. Flanged ends shall conform to ANSI B16.1 class 125 or C110 A21.10. Mechanical joint and push-on joint must conform to ANSI/AWWA C111, A21.11.

c. All gate valves, 16-inch and larger, shall be horizontal stem, equipped with machine cut cast steel gears, extended type grease case, and bypass, all in accordance with AWWA Standard C509/515.

d. All bonnet and packing nuts and bolts shall be stainless steel.

#### 9.30.3(3) Butterfly Valves

This section is revised with the following:

All butterfly valves shall conform to ANSI/AWWA C504 for Rubber Seated Butterfly Valves, Class 150B.

All butterfly valves shall be manufactured by:

- Henry Pratt "Groundhog"
- M&H/Clow "4500"
- Mueller "Lineseal III"
- Or approved equal

#### 9.30.3(4) Valve Boxes

This section is revised to read:

Cast iron valve boxes and lids shall be as indicated on the attached Tacoma Water Drawing No. 17-56-1. All buried valves shall be provided with a valve box and lid with an extension of cast iron soil pipe as necessary. The Contractor shall maintain the location and provide access to all valves within the project. No valve shall remain buried during construction.

#### 9-30.3(8) Tapping Sleeve and Valve Assembly

The fourth sentence is revised to read:

Valves specifically designed for tapping meeting the requirement of AWWA C500, and valves meeting the requirements of AWWA C509/C515 will be permitted. All nuts and bolts shall be stainless steel.

The sixth sentence is revised to read:

Tapping sleeves shall be ductile iron, mechanical joint type or the fabricated steel type, whichever is specified in the bid proposal.

#### This section is supplemented with the following:

The fabricated steel sleeves shall have epoxy coating and stainless steel bolts and shall be:

- Model JCM 412 manufactured by JCM Industries\*
- Model JCM 414 manufactured by JCM Industries
- Model FTS 420 manufactured by Romac Industries, Inc\*
- SST III manufactured by Romac Industries, Inc.
- Smith Blair Style 623
- or approved equal

\*Models JCM 412 and FTS 420 will only be allowed when tapping ductile iron pipe and the size of the tap is *less than half* of the size of the pipe being tapped.

Ductile iron, mechanical joint sleeves shall be:

- Model H-615 manufactured by Mueller Co.
- Model H-619 manufactured by Mueller Co.

• or approved equal.

#### 9-30.5 Hydrants

This section is revised to read:

Fire hydrants furnished under these Specifications shall conform to the ANSI/AWWA C502, Specifications for Dry-Barrel Fire Hydrants, with the following limitations and exceptions, and be installed per Tacoma Water Drawing 17-56-1.

- a. **Drawings** Drawings of adequate size showing principal dimensions, material and finish shall be furnished with the bid for fire hydrants not listed below as acceptable.
- b. Make -
  - Clow "Medallion"
  - Kennedy "Guardian K81D"
  - M&H 929, "Reliant" (casting date of 1997 or later.)
  - Mueller "Super Centurion 250"
  - U.S. Pipe "M-94"
  - Waterous "Pacer/WB67-250, Tacoma"
- 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 17-56-1.
- 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).
- i. **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.
- 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 17-56-1.
- I. Nuts and Bolts- All nuts and bolts below ground level shall be stainless steel.

#### 9-30.5(2) Hydrant Dimensions

This section is replaced with the following table:

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	4 feet, 8 inches
connection to sidewalk ring.	
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 (Tacoma Std.)	4 per inch
Pattern of thread-modified	60° V thread
Total length of threaded male nipple	1-1/8-inch

#### 9-30.5(3) Hydrant Extensions

This section is revised to read:

No hydrant barrel extensions are approved on new installations

#### 9-30.6 Water Service Connections

This section does not apply to the contract.

#### END OF SECTION

## Prevailing Wage Information

#### **PREVAILING WAGE RATES**

This project requires prevailing wages under <u>39.12 RCW</u>. 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 Pierce County.

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

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

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

Look up prevailing rates of pay, benefits, and overtime codes from this link: <u>https://secure.lni.wa.gov/wagelookup/</u>

#### **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:

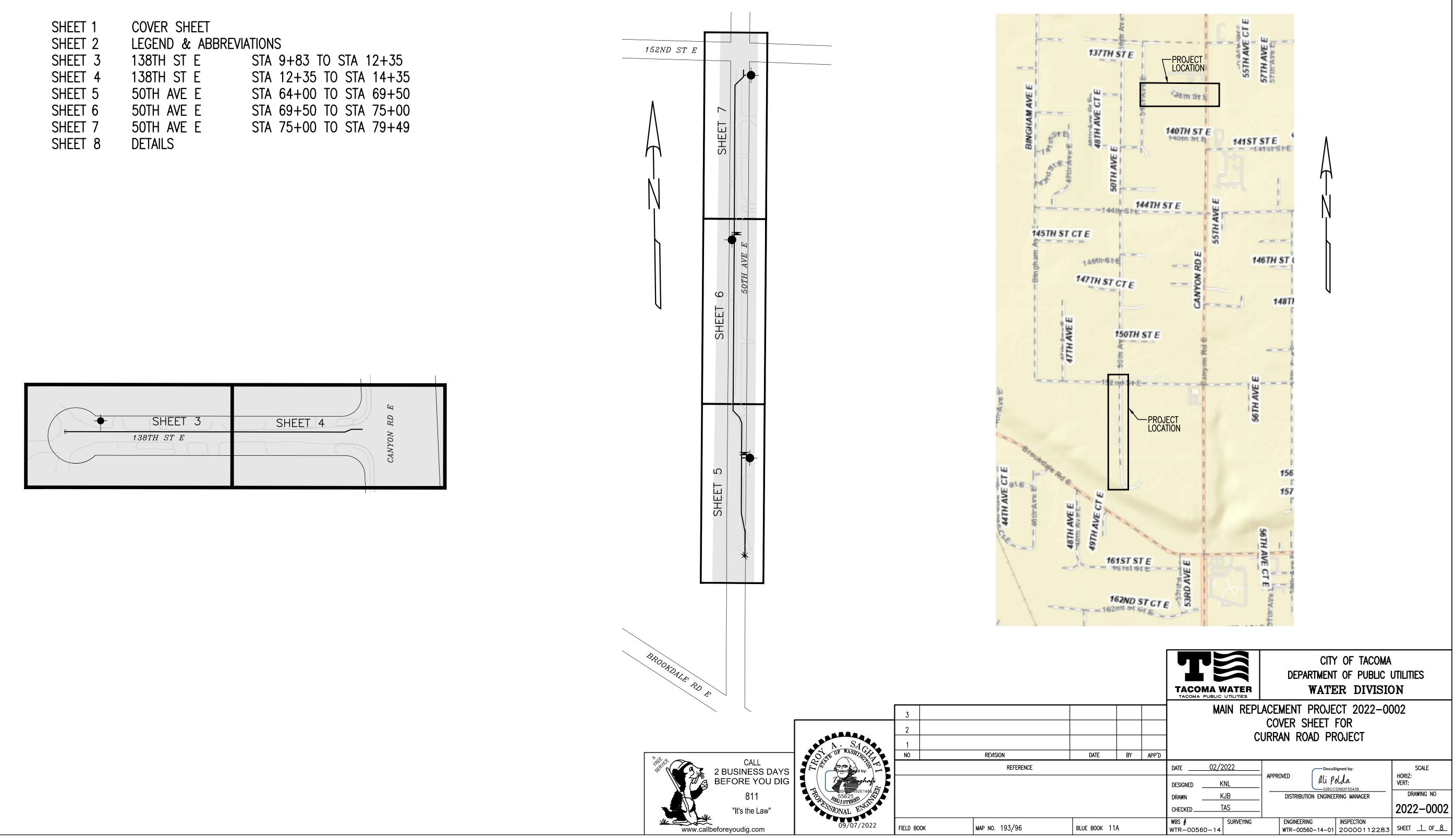
- 1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
- 2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

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

### Attachments

# CURRAN ROAD SE1/4-SEC24-T19N-R3E-WM, SW1/4-SEC18-T19N-R4E-WM, SE1/4-SEC13-T19N-R3E-WM

## **MAIN REPLACEMENT PROJECT 2022-0002 50TH AVE E - 152ND ST E TO BROOKDALE RD E 138TH ST E - CANYON RD E TO +/-550' WEST**



LINET	<u>TYPES</u>	WATE.				
EXISTING	PROPOSED	DESCRIPTION	EXISTING	XISTING PRO		
		CURB	÷	3		
	<u>////////</u>	BUILDING LINE				
x		FENCE		_		
<u> </u>	n	GUARDRAIL				
	-+++	RAILROAD TRACKS	478 PRV 251	478		
~~~~~~	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	RETAINING WALL	Ē			
		CENTERLINE	H			
ROW	P/ROW	RIGHT OF WAY	$\vdash$			
		EASEMENT	ŀγ			
	>	CULVERT	F			
D	D	DITCH	Ð			
		SIDE SEWER	++			
14"SS	14"SS	SANITARY SEWER	● 8929	_		
16"FM	16"FM	FORCED SANITARY	<b>-</b>			
20"SD	20"SD	STORM DRAIN	NOT USED			
10"G	10"G	GAS	W.			
TEL	TEL	TELEPHONE	1-			
FO	FO	FIBER OPTIC	E	E		
TV	TV	TELEVISION (CATV)	┣── ──	∎		
		POWER	ŧ			
SL	SL	STREETLIGHT	— <b>  </b> —			
TS	TS	TRAFFIC SIGNAL	— þ—			
JUT	JUT	JOINT UTILITY TRENCH	-	_		
		DISTRIBUTION MAINS	$\bigotimes$	N		

#### ATER SYMBOLS

PROPOSED	DESCRIPTION
$\overline{\mathbf{A}}$	BYPASS
	CHECK VALVE
<b>— ) (</b>	OPEN VALVE
- <u>()</u> -	CLOSED VALVE
478 PRV 251	PRESSURE REDUCING VALVE (PRV)
μŦi	TEE
H	11-1/4° ELL
$\vdash$	22-1/2° ELL
$\rightarrow$	45° ELL
F	90° ELL
Ð	CROSS
	VERTICAL ELL W/ CONCRETE ANCHOR
E	WATER SERVICE
	SAMPLE STATION
	CONCRETE ANCHOR
	REDUCER W/CONCRETE ANCHOR
#	BLOW OFF ASSEMBLY
E	САР
<b></b>	PLUG
<b></b>	SOLID SLEEVE
	TRANSITION COUPLING
-	END CAP COUPLING
	6" FIRE HYDRANT
NOT USED	4" FIRE HYDRANT

TRANSMISSION MAINS

#### OTHER SYMBOLS

	PROPOSED	DESCRIPTION	EXISTIN
	Ов	BOLLARD	
	FO	FIBER OPTIC MANHOLE	EXISTIN
	FO	FIBER OPTIC VAULT	
	G	GAS MANHOLE	EXISTIN
	0	GAS VALVE	
	•	MONUMENT	EXISTIN
	P	POWER MANHOLE	
	-0-	POWER POLE	LANDSC
	Ψ	POWER POLE ANCHOR	
	Ρ	POWER VAULT	- APPROX PAVEMENT
		RAILROAD SIGN	
	٠	SANITARY MANHOLE	
	(SHRUB)	SHRUB	WATER MAIN
		SPRINKLER HEAD	
		STORM CATCH BASIN	
	0	STORM MANHOLE	
	¢¤	STREETLIGHT	
	SL	STREETLIGHT JB	
		TELEPHONE JB	
	$\bigcirc$	TELEPHONE MANHOLE	
	-①-	TELEPHONE POLE	
	TV	TELEVISION JB	
	-6-	TRAFFIC SIGNAL	
	TS	TRAFFIC SIGNAL JB	
	$\bigotimes$	TREES (CLASS 0–LESS THAN 12	")
	NOT USED	TREES (CLASS I-12" UP TO BUT	NOT INCLUDING 36")
	NOT USED	TREES (CLASS II-36" UP TO BU	T NOT INCLUDING 72")
	NOT USED	TREES (CLASS III-72" UP TO BU	IT NOT INCLUDING 127")
)	NOT USED	TREES (CLASS IV–127" OR MORI TREE HEIGHT OF 30' OR	
)	NOT USED	TREES (CLASS V–127" OR MORE TREE HEIGHT GREATER TH	

EXISTING CRUSHED ROCK/GRAVEL
EXISTING COBBLE STONE/PAVER
EXISTING ASPHALT/OIL MAT
EXISTING CONCRETE

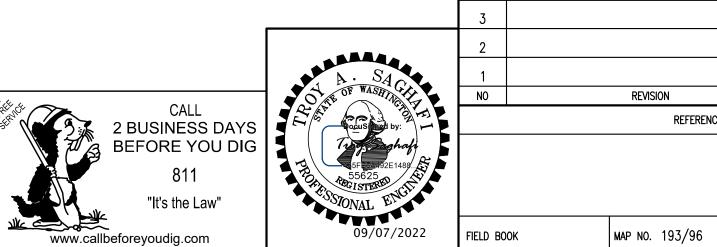
<u>PAVEMENT</u>

SCAPING

F RESTORATION LIMITS PAVEMENT RESTORATION

**ABBREVIATIONS** 

A	ANGLE	MAX	MAXIMUM
ABAN	ABANDONED	MH	MANHOLE
AC	ASBESTOS CEMENT	MIC	MON IN C
APP'D	APPROVED	MIL	MILLIMETE
APPROX	APPROXIMATELY	MIN	MINIMUM
ASPH	ASPHALT	MJ	MECHANIC
AVE	AVENUE	MON	MONUMEN
		MRP	MAIN REP
B/F	BUTTERFLY		
В/О	BLOW OFF	Ν	NORTH
B/O ASSY	BLOW OFF ASSEMBLY	N/A	NOT APPL
BLVD	BOULEVARD	NGVD	NATIONAL
BM	BENCH MARK	NO	NUMBER
BNSF			
BNC	BURLINGTON NORTHERN SANTA FE RAILWAY BEGIN VERTICAL CURVE	NTS	NOT TO S
DVC	BEGIN VERTICAL CORVE	OD	outside (
СВ	CATCH BASIN	OH	OVERHEAD
CDF	CONTROLLED DENSITY FILL		
CI	CAST IRON	PC	PIERCE CO
CL	CENTERLINE OR CLASS	PC	PRIVATE C
CO	CLEAN OUT	PC	POINT OF
CON	CONCRETE	PE	POLYETHY
CONN	CONNECTION	PG	PERFORMA
CONSTR	CONSTRUCTION	PI	POINT OF
COT	CITY OF TACOMA	PKWY	PARKWAY
CSBC	CRUSHED SURFACING BASE COURSE	PL	PLACE
CSTC	CRUSHED SURFACING TOP COURSE	PLS	PLASTIC
CT	COURT	PRJ	PROJECT
CULV	CULVERT	PROP	PROPOSEE
CY	CUBIC YARD	P/ROW	PROPOSEE
		PRP	PUBLIC R
D	DELTA	PRV	PRESSURE
DI	DUCTILE IRON	PT	POINT OF
DIA	DIAMETER	PVC	POLYVINYL
DWG	DRAWING	PVI	POINT OF
DWY	DRIVEWAY	PVT	POINT OF
		PWA	PUBLIC W
E	EAST	1 11/ (	I OBLIO II
		5	
EA	EACH	R	RADIUS
ELEC	ELECTRICAL	R	RANGE
ELEV	ELEVATION	R/R	RAILROAD
EOP	EDGE OF PAVEMENT	ROW	RIGHT OF
EQ	EQUATION	R/W	RIGHT OF
EVC	END VERTICAL CURVE	RD	ROAD
EX	EXISTING	RDWY	ROADWAY
FFE	FINISHED FLOOR ELEVATION	S	SOUTH
FH	FIRE HYDRANT	SAN	SANITARY
FLG	FLANGE	SBM	SURFACE
FM	FORCE MAIN	SEB	SMALL EN
FT	FOOT	SEC	SECTION
		SES	SMALL EN
GALV	GALVANIZED	SP	SPECIAL
GIS	GEOGRAPHIC INFORMATION SYSTEM	SSB	SUB SURF
GM	GAS METER	SSS	SUB SURF
GND	GROUND	ST	STREET
GV	GATE VALVE	STL	STEEL
		SW	SIDEWALK
HDPE	HIGH DENSITY POLYETHYLENE	511	
HMA	HOT MIX ASPHALT	Т	TANGENT
HP	HIGH PRESSURE	Т	TOWNSHIP
HYD	HYDRANT	TEMP	TEMPORAF
		TL	TRUE LEN
ID	INSIDE DIAMETER	TYP	TYPICAL
		111	TTICAL
IE	INVERT ELEVATION		
IN	INCH	UG	UNDERGRO
IP	INTERMEDIATE PRESSURE	UNK	UNKNOWN
JB	JUNCTION BOX	VERT	VERTICAL
JUT	JOINT UTILITY TRENCH	VC	VERTICAL
2 <del>-</del> 1			
L	LENGTH	W	WEST
LC	LENGTH OF CHORD	W/	WITH
LF	LINEAR FEET	WDP	WATER DIV
LEB	LARGE END BELL	WM	WILLAMETT
LES	LARGE END SPIGOT	WO	WORK OR
LID	LOCAL IMPROVEMENT DISTRICT		
		YR	YEAR



I CASE TER

NICAL JOINT EPLACEMENT PROJECT

PPLICABLE GEODETIC VERTICAL DATUM

) SCALE

DIAMETER

COUNTY E CONTRACT - CURVE HYLENE RMANCE GRADE - HORIZONTAL INTERSECTION

SED SED RIGHT OF WAY ROAD PROJECT JRE REDUCING VALVE F TANGENCY NYL CHLORIDE F VERTICAL INTERSECTION F VERTICAL TANGENCY WORKS ADMINISTRATION

- WAY - WAY

BRASS MON END BELL

END SPIGOT

URFACE BRASS URFACE STONE

ЧР RARY ENGTH

GROUND WN

CURVE

DIVISION PROJECT ETTE MERIDIAN ORDER

STANDARD NOTES THERE SHALL BE NO SUBSTITUTION OF MATERIALS WITHOUT PRIOR APPROVAL OF TACOMA WATER.

ALL FIRE HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH TACOMA WATER DWG 17-56-1.

ALL VALVE BOXES AND TOPS SHALL BE MANUFACTURED IN ACCORDANCE WITH TACOMA WATER DWG 17-56-1.

ALL VALVE BOXES INSTALLED IN PAVING REQUIRE A 36" DIAMETER CONCRETE PAD, 6" THICK WITH 1-1/2" HMA CLASS 3/8" PG 64-22 PATCH PER TACOMA WATER DWG 17-56-1.

THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

USE SHORT LENGTHS OF PIPE AS REQUIRED BY THE INSPECTOR TO MAINTAIN PROPER GRADE AND ALIGNMENT.

CONTRACTOR TO REMOVE EXISTING FIRE HYDRANTS AT THE FOOT, PLUG END OF ABANDONED HYDRANT LATERAL AND RETURN HYDRANTS TO THE TACOMA WATER STOREROOM AT SOUTH 35TH STREET AND UNION AVENUE, TACOMA, WA. INCIDENTAL TO CONTRACT.

CONTRACTOR TO REMOVE EXISTING VALVE BOXES ABANDONED BY THIS PROJECT. INCIDENTAL TO CONTRACT.

CONTRACTOR TO PROTECT EXISTING MAINS AS THEY WILL REMAIN IN SERVICE UNTIL TESTING, SAMPLING AND SERVICE TRANSFERS ARE COMPLETE.

THERE SHALL BE NO SUBSTITUTION OF MATERIALS WITHOUT PRIOR APPROVAL OF TACOMA WATER.

ALL FIRE HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH TACOMA WATER DWG 17-56-1.

ALL VALVE BOXES AND TOPS SHALL BE MANUFACTURED IN ACCORDANCE WITH TACOMA WATER DWG 17-56-1.

ALL VALVE BOXES INSTALLED IN PAVING REQUIRE A 36" DIAMETER CONCRETE PAD, 6" THICK WITH 1-1/2" HMA CLASS 3/8" PG 64-22 PATCH PER TACOMA WATER DWG 17-56-1.

ALL OTHER NEW UTILITIES DESIGNED WITHIN THE PROJECT MUST MAINTAIN A 5' MIN SEPARATION FROM ALL TACOMA WATER STRUCTURES. PERPENDICULAR CROSSINGS ARE ALLOWED WITH A MIN OF 6" VERTICAL SEPARATION AND 5' HORIZONTAL FROM GATE VALVES, WATER METERS, FIRE HYDRANTS AND ALL OTHER WATER APPURTENANCES.

TOPOGRAPHIC DATA SHOWN ON THESE DRAWINGS HAS BEEN PREPARED IN PART BASED ON DATA OBTAINED BY OTHERS. ALTHOUGH INFORMATION IS BELIEVED TO BE ACCURATE, TACOMA WATER DOES NOT TAKE RESPONSIBILITY FOR ANY ERRORS THAT MAY RESULT CASED ON USE OF this data.

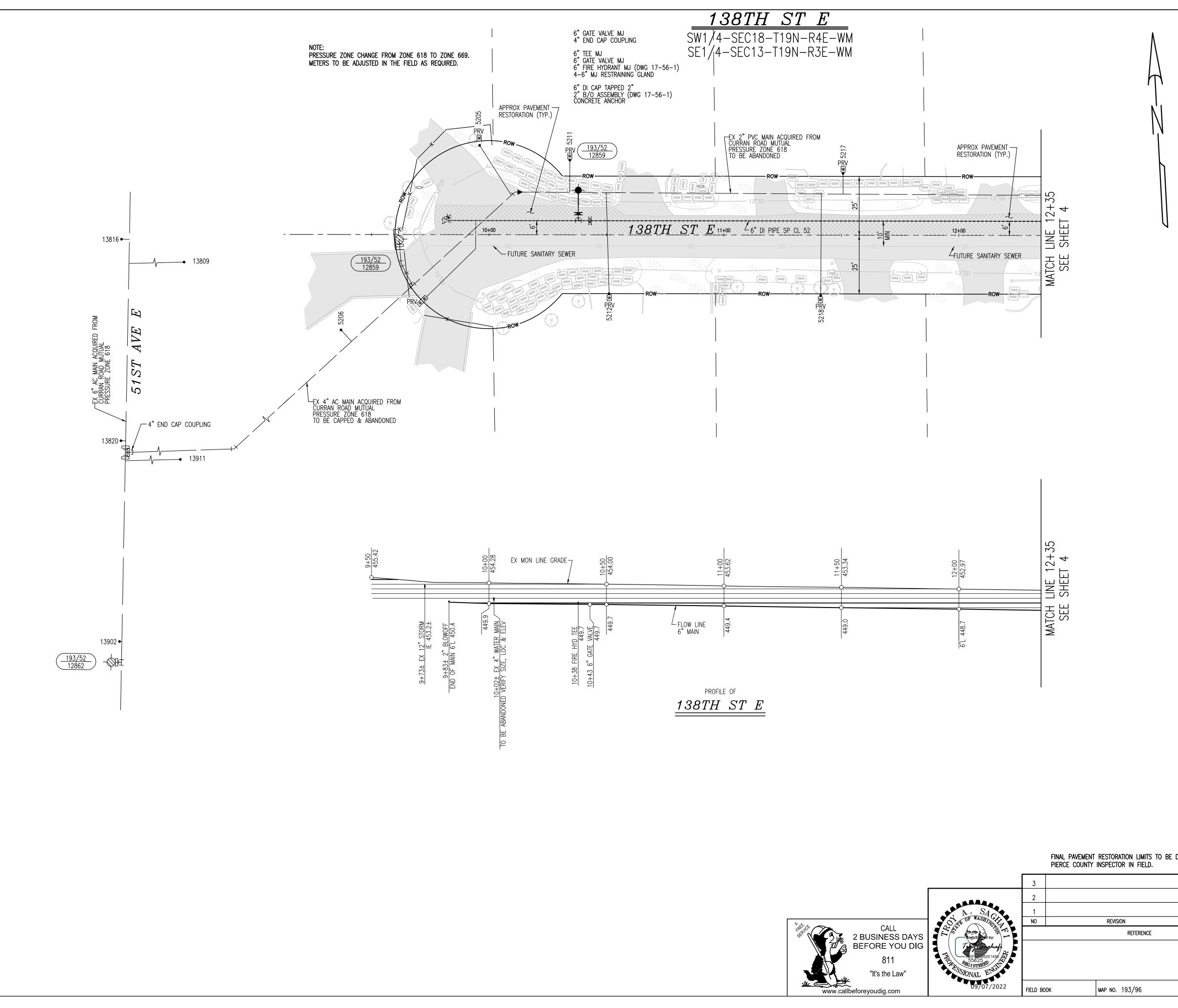
RESTRAINING GLANDS CAN BE USED AS AN ALTERNATIVE WITH CONCRETE ANCHORS WHEN IN CONFLICT WITH STRUCTURES, UTILITY PIPES OR UTILITY APPURTENANCES DUE TO SITE CONSTRAINTS.

THE CONTRACTOR WILL MAINTAIN ACCESS TO THE JOB SITE AT ALL TIMES. THE ACCESS MUST ALLOW ALL TACOMA WATER SUPPORT STAFF TO SAFELY ACCESS THE SITE. IF THE ACCESS IS DEEMED INACCESSIBLE TO SUPPORT STAFF, ALL TACOMA WATER WORK WILL CEASE UNTIL THE ACCESS DEEMED ACCESSIBLE BY TACOMA WATER.

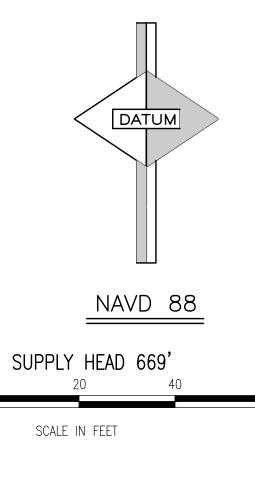
THE UNIFORM PLUMBING CODE REQUIRES THAT A PRESSURE-REDUCING VALVE BE INSTALLED ON THE CUSTOMER'S PROPERTY SIDE SERVICE LINE IF PRESSURE EXCEEDS 80 PSI. SINCE THE SUPPLY ELEVATION OF 618' THAT SERVES THIS PROJECT WILL SUPPLY A PRESSURE BETWEEN 74 TO 78 PSI, ALL SERVICES WILL NOT REQUIRE A PRV.

METERS TO BE FIELD ADJUSTED IN THE FIELD AS REQUIRED.

					CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES WATER DIVISION		
				TACOMA PUBLIC UTILITIES			
				MAIN REF	PLACEMENT PROJECT 2022-0002		
				LEG	END & ABBREVIATIONS FOR		
				CURRAN ROAD PROJECT			
	DATE	BY	APP'D				
CE				date <u>02/2022</u>	DocuSigned by: SCALE		
				designed KNL	APPROVED ALI POLLA VERT:		
				DRAWN KJB DISTRIBUTION ENGINEERING MANAGER DRAWING			
				CHECKED TAS	_ 2022-0002		
				WBS # SURVEYING WTR-00560-14	ENGINEERING INSPECTION WTR-00560-14-01 20000112283 SHEET <u>2</u> 0F <u>8</u>		



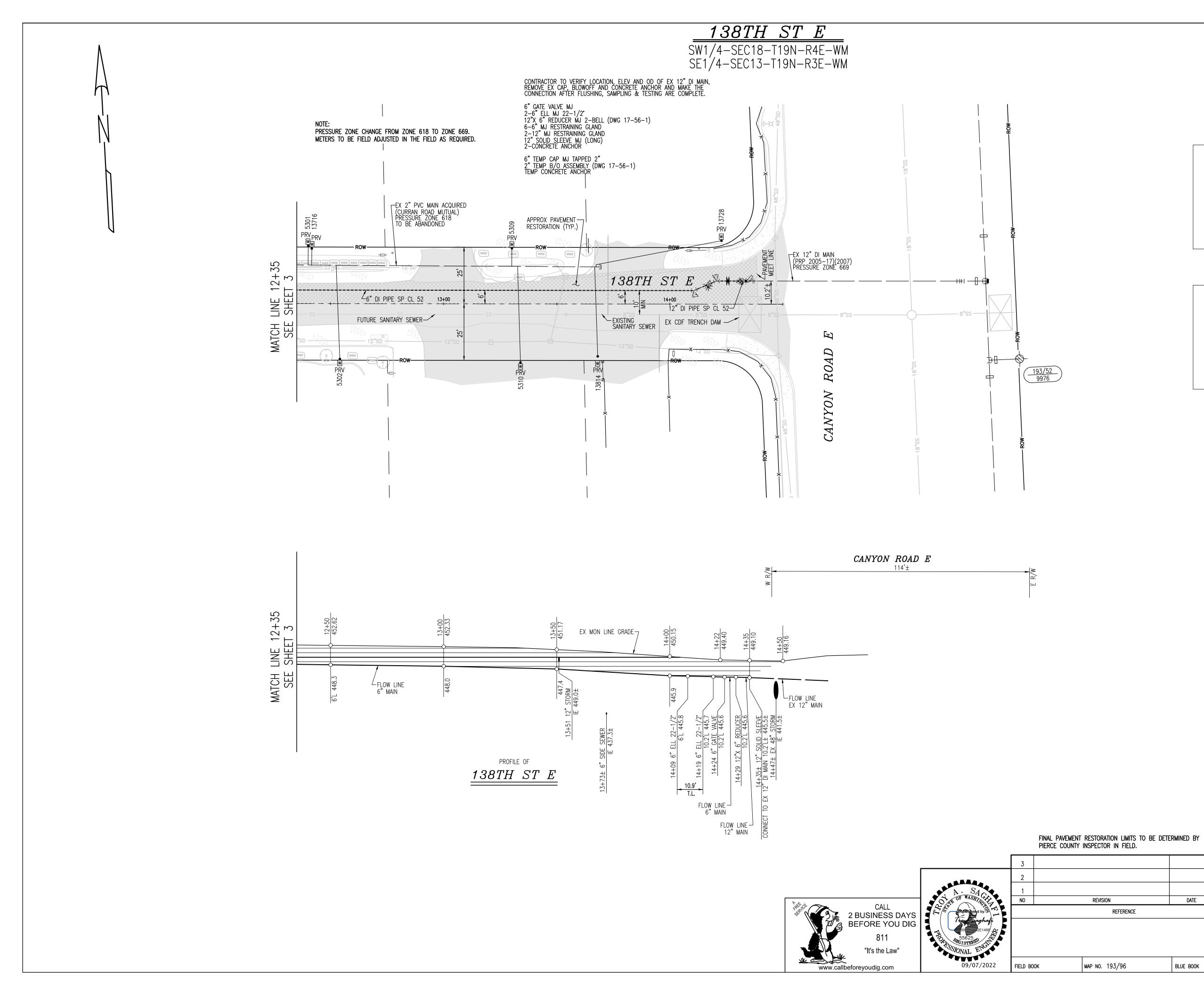
CONTRACTOR						
SUPPLIER						
PIPE						
HYDRANTS						
VALVES						
	INSPECTOR					
PF	RE-CONSTRUCTION					
	PERMIT NUMBER					
	ACTIVATE PERMIT					
	START					
	FILL MAIN					
	PRESSURE TEST					
	FLUSHED					
	ES LOGGED IN BOOK					
	SET OF SAMPLES					
	) SET OF SAMPLES					
	MAIN IN SERVICE					
	CT COMPLETION LETTER					
	RANT DATA SHEETS					
В	/O DATA SHEETS					
	FINAL CHECK					
	CLOSE PERMIT					
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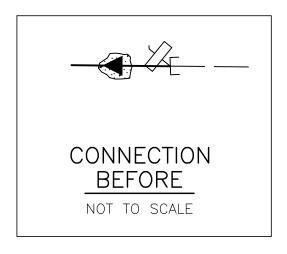


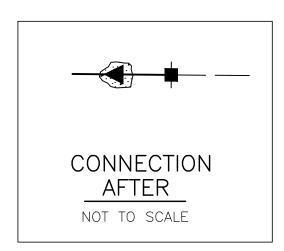
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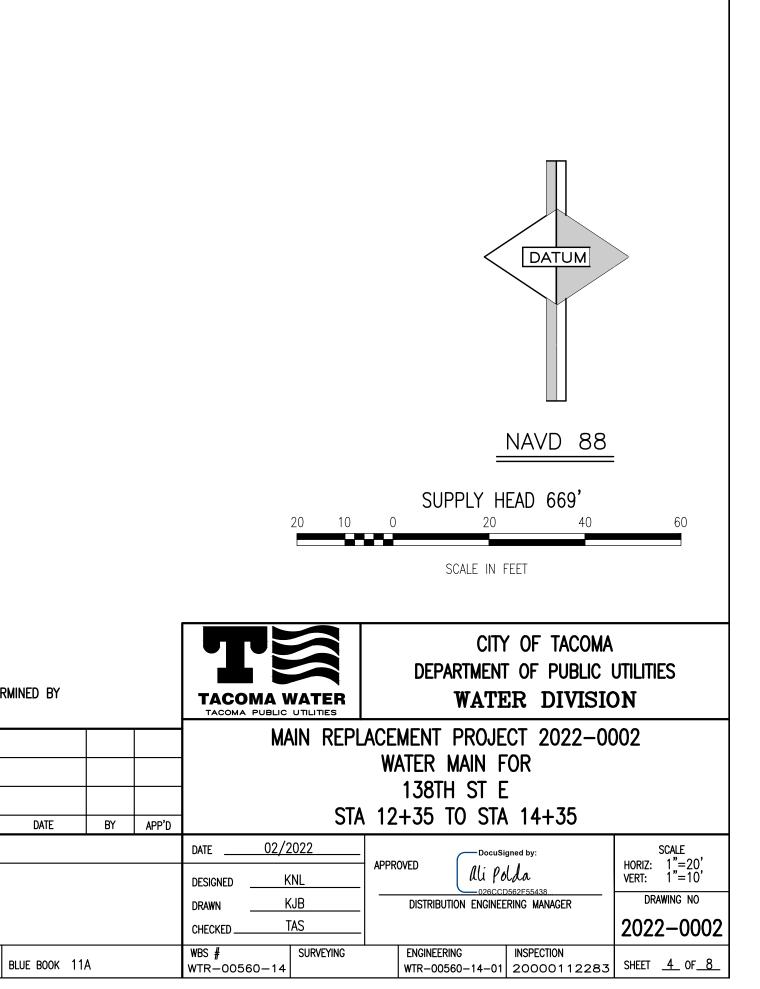
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					AS SURVEYING		ENGINEERING	INSPECTION	2022-0002
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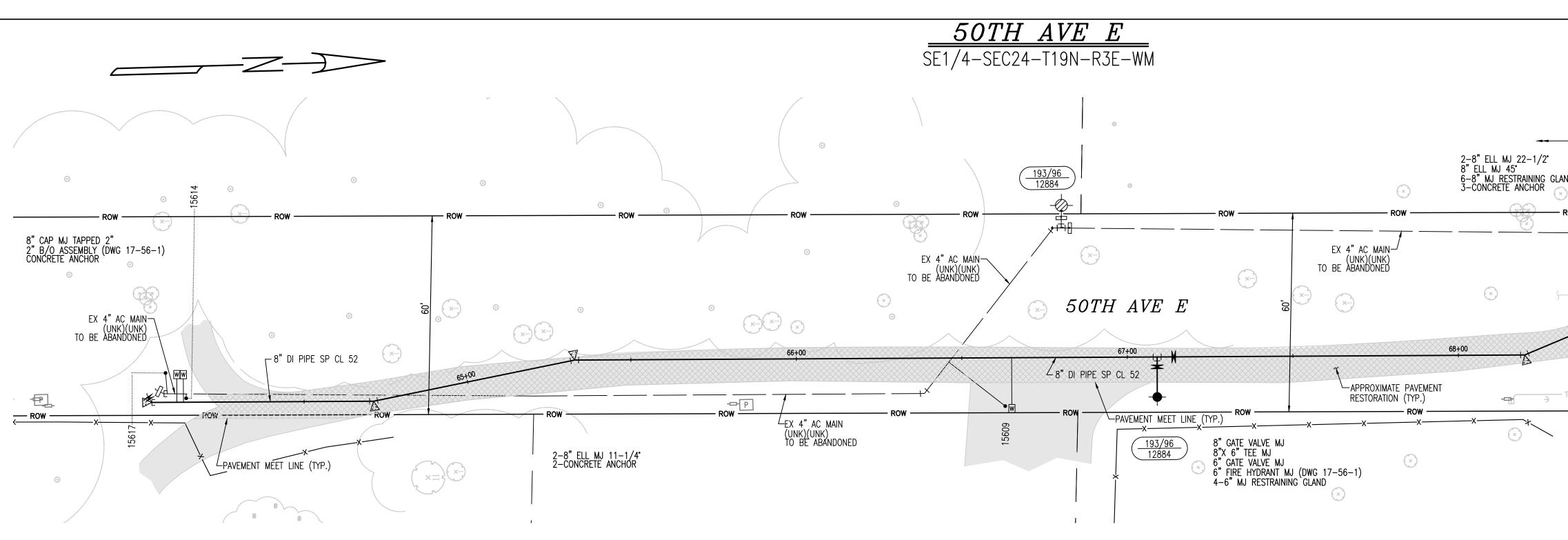
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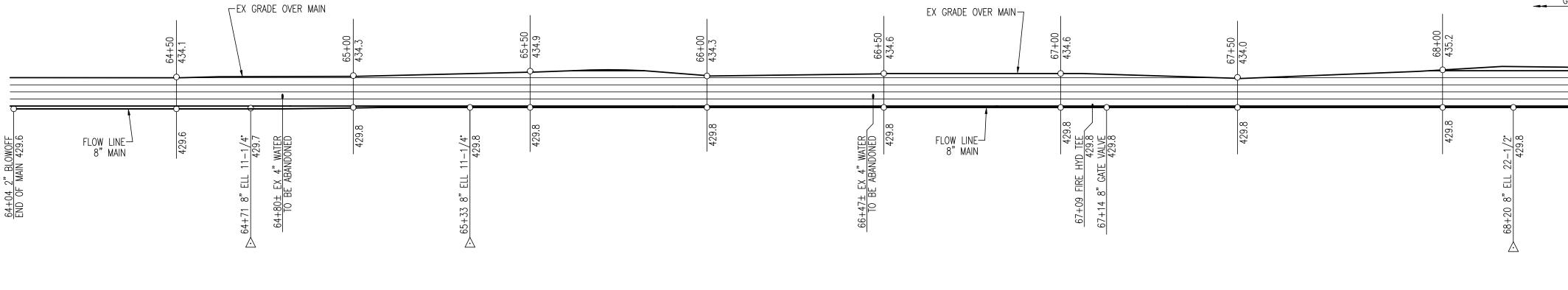




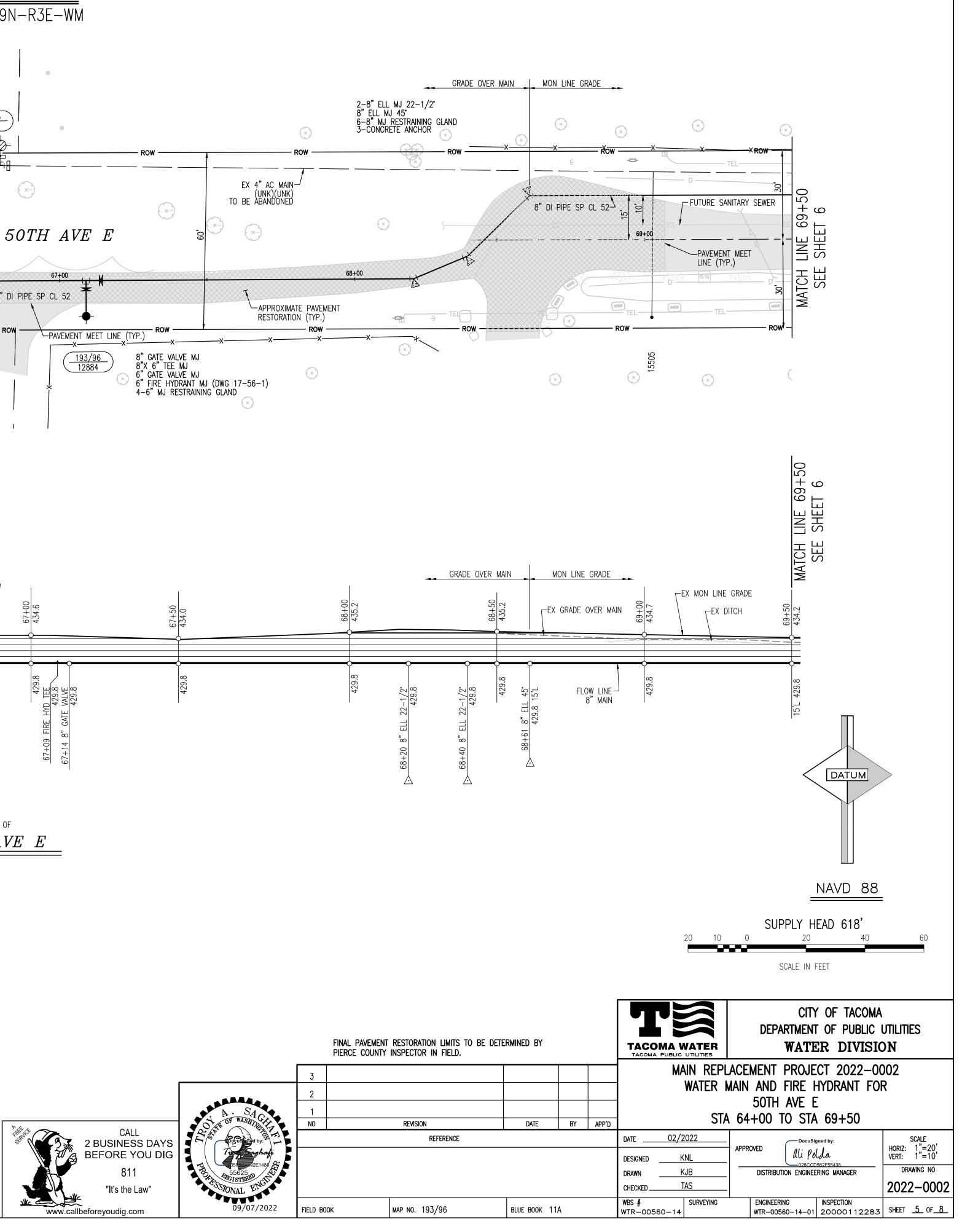


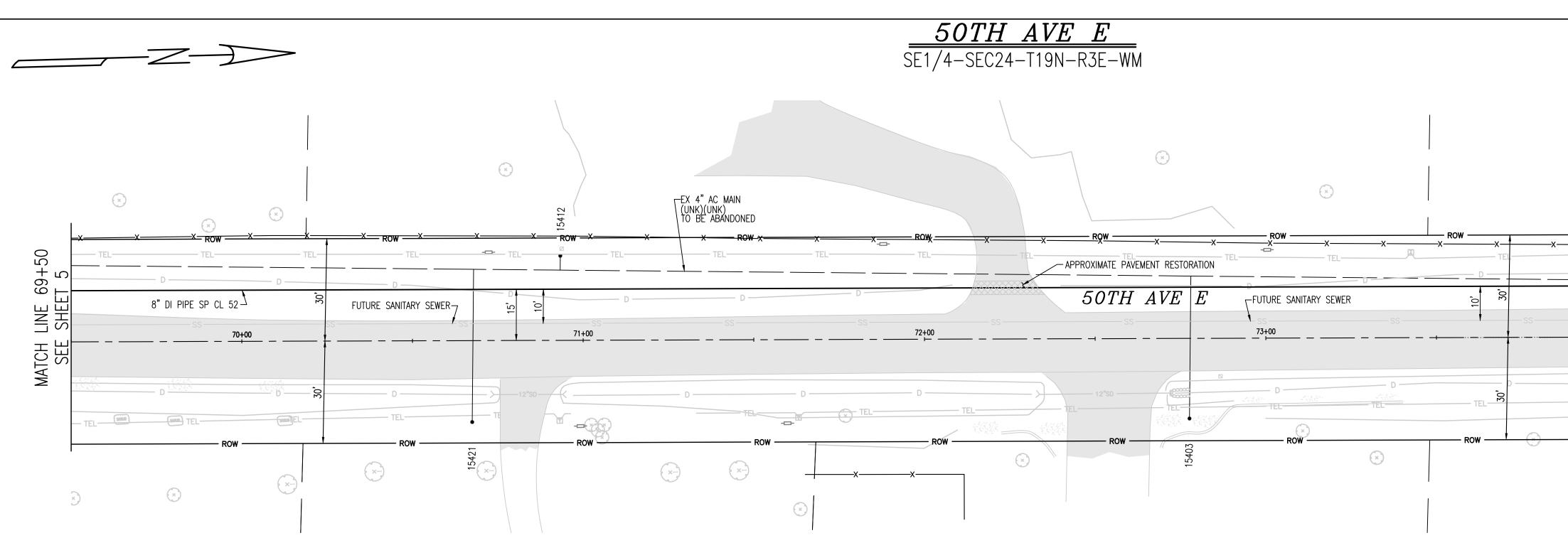


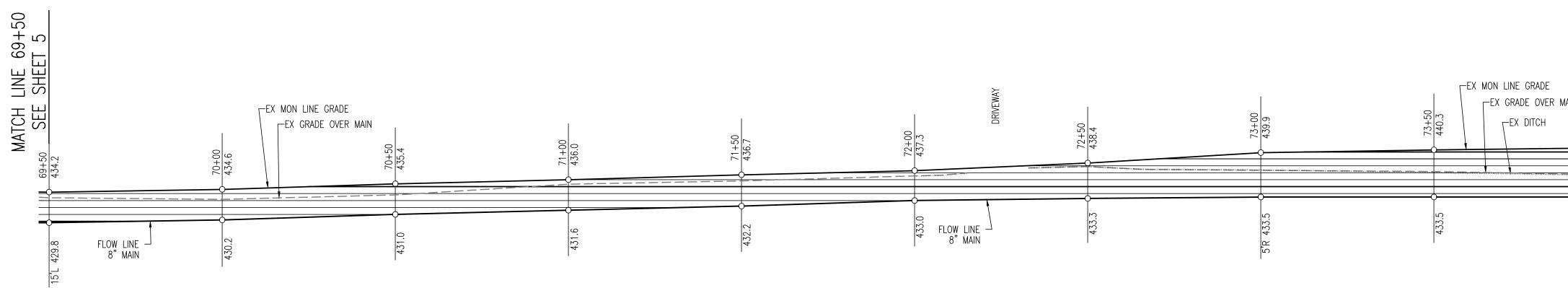


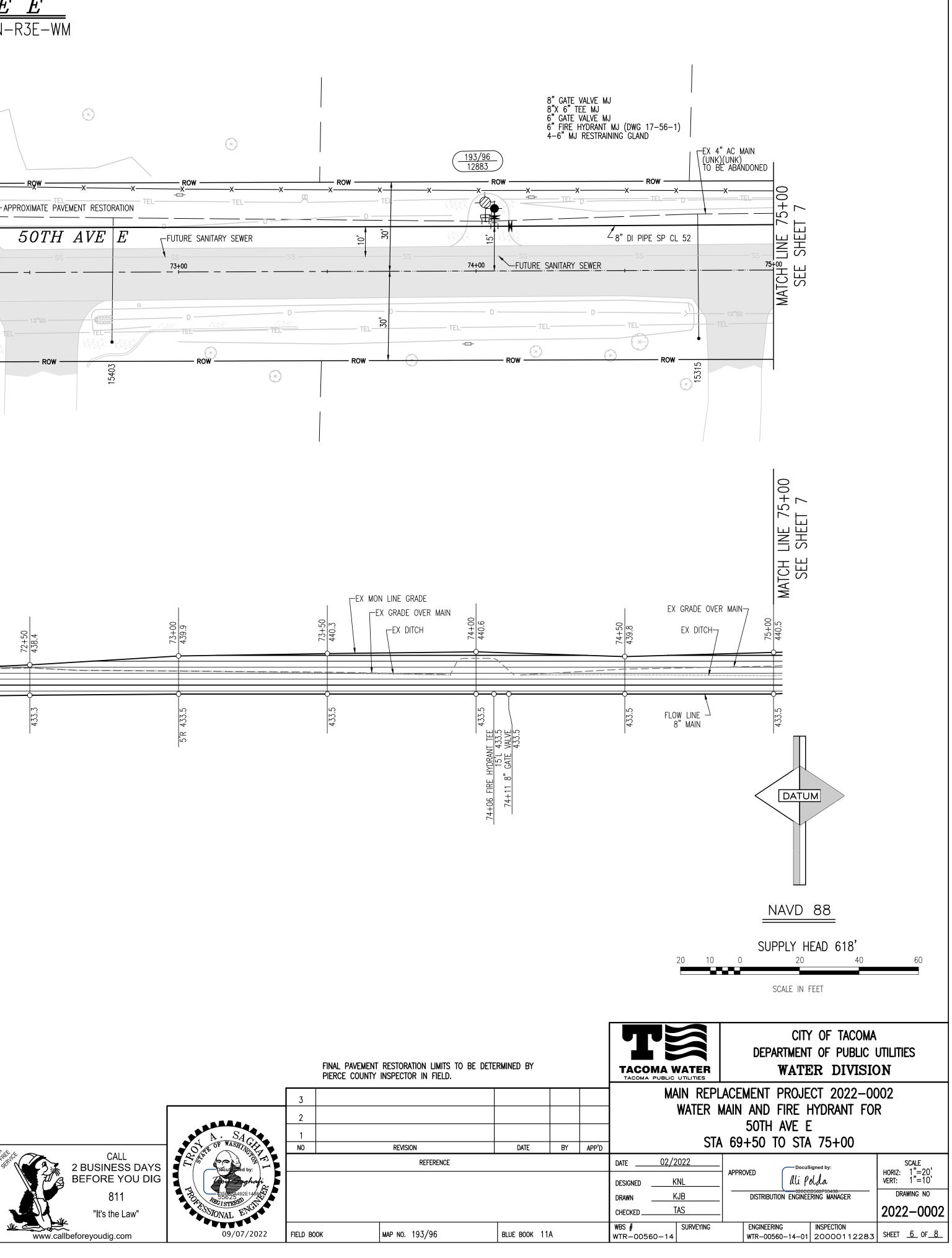


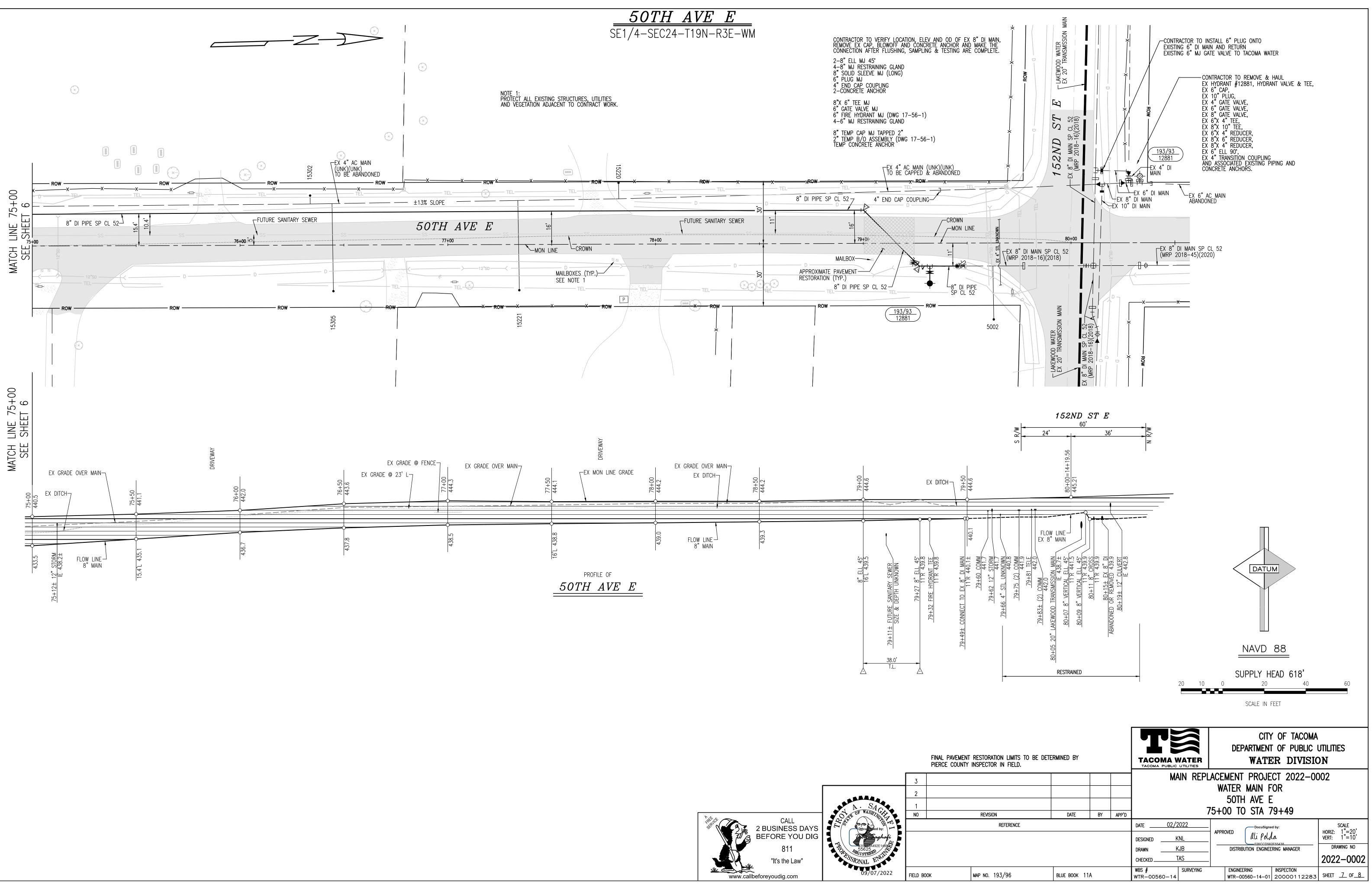
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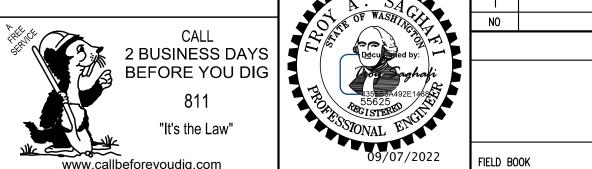


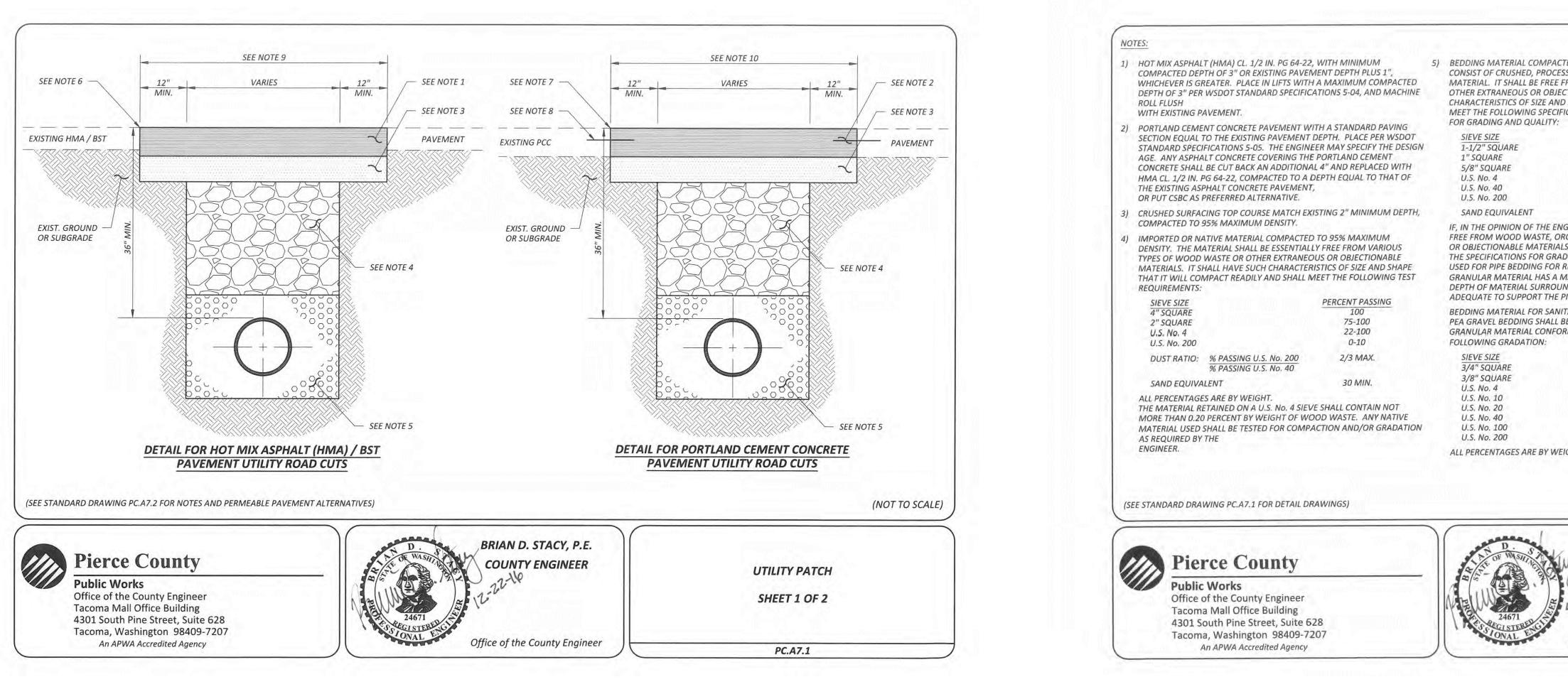














E IN LIFTS WITH A MAXIMUM COMP IDARD SPECIFICATIONS 5-04, AND M.		MATERIAL. IT SHALL BE FREE FROM VARIOUS TYPES OF WOOD WASTE OR OTHER EXTRANEOUS OR OBJECTIONABLE MATERIALS. IT SHALL HAVE SUCI CHARACTERISTICS OF SIZE AND SHAPE THAT IT WILL COMPACT AND SHALL MEET THE FOLLOWING SPECIFICATIONS	R H 7)	HEAT EDGES AND TACK WITH EMU ASPHALT. SEAL JOINT WITH HOT A NEAT, UNIFORM AND VERTICAL CO	ASPHALT CEMENT. JT (TYPICAL BOTH SIDES).	
PAVEMENT WITH A STANDARD PAV NG PAVEMENT DEPTH. PLACE PER M 25. THE ENGINEER MAY SPECIFY THE COVERING THE PORTLAND CEMENT AN ADDITIONAL 4" AND REPLACED MPACTED TO A DEPTH EQUAL TO THA ETE PAVEMENT, TERNATIVE. IRSE MATCH EXISTING 2" MINIMUM M DENSITY. AL COMPACTED TO 95% MAXIMUM L BE ESSENTIALLY FREE FROM VARIO THER EXTRANEOUS OR OBJECTIONAB OCH CHARACTERISTICS OF SIZE AND S LY AND SHALL MEET THE FOLLOWING TO TS-100 22-100 0-10 U.S. No. 200 U.S. No. 40 30 MIN. GHT. V.S. No. 4 SIEVE SHALL CONTAIN NO WEIGHT OF WOOD WASTE. ANY NA FED FOR COMPACTION AND/OR GRA	NSDOT E DESIGN WITH AT OF DEPTH, DUS BLE G TEST G TEST	CHARACTERISTICS OF SIZE AND SHAPE THAT IT WILL COMPACT AND SHALL MEET THE FOLLOWING SPECIFICATIONS FOR GRADING AND QUALITY: SIEVE SIZE PERCENT PASSING 1-1/2" SQUARE 75-100 5/8" SQUARE 75-100 5/8" SQUARE 75-100 U.S. No. 4 20-80 U.S. No. 4 20-80 U.S. No. 40 3-24 U.S. No. 200 10.0 MAX SAND EQUIVALENT 35 MIN. IF, IN THE OPINION OF THE ENGINEER, THE NATIVE GRANULAR MATERIAL I FREE FROM WOOD WASTE, ORGANIC MATERIAL, AND OTHER EXTRANEOU OR OBJECTIONABLE MATERIALS, BUT OTHERWISE DOES NOT CONFORM TO THE SPECIFICATIONS FOR GRADING AND SAND EQUIVALENT, IT MAY BE USED FOR PIPE BEDDING FOR RIGID PIPES, PROVIDED THE NATIVE GRANULAR MATERIAL HAS A MAXIMUM DIMENSION OF 1-1/2 INCHES. DEPTH OF MATERIAL SURROUNDING PIPE SHALL BE ADEQUATE TO SUPPORT THE PIPE AND TRENCH. BEDDING MATERIAL FOR SANITARY SEWERS - PEA GRAVEL BEDDING SHALL BE A CLEAN, SOUND, FREE DRAINING, AND GRANULAR MATERIAL CONFORMING TO THE FOLLOWING GRADATION: SIEVE SIZE PERIONE SIEVE SIZE PERIONE SIEVE SIZE PERIONE SIEVE SIZE PERION 3/8" SQUARE 90-100 U.S. NO. 4 50-100 U.S. NO. 10 0-95 U.S. NO. 20 0-33 ALL PERCENTAGES ARE BY WEIGHT.	8) 9) 10) 11) 12)	DRILL 7/8"Ø TO 1"Ø X 12" HOLE AN BARS WITH EPOXY RESIN INTO THI ROADWAY CENTER LINE ALONG TH AT 18" ON CENTER (TYPICAL BOTH MINIMUM RESTORATION LIMITS F DETERMINED BY THE ENGINEER. IN PAVEMENT CUT AFFECTS A WHEE ENGINEER, THE ENTIRE LANE SHAL WHEREVER AN EXISTING PATCH O NEW CUT, THE ENGINEER MAY RE PATCH OR CRACK AND ANY INTER REPLACEMENT ASPHALT SHALL BE NOTE 1. MINIMUM RESTORATION LIMITS F DETERMINED BY THE ENGINEER. IN OF REMAINING PANEL PORTION O AFFECTS A WHEEL TRACK AS DETE LANE SHALL BE REMOVED AND RE PATCH OR CRACK IS IN CLOSE PRO ENGINEER MAY REQUIRE REMOVA AND ANY INTERVENING PAVEMEN REMOVED, FOLLOW ASPHALT COM WITH AN ASPHALT CONCRETE PAV DEPTH OF THE EXISTING PAVEMEN REMOVED, FOLLOW ASPHALT COM WITH AN ASPHALT CONCRETE PAV DEPTH OF THE EXISTING PAVEMEN IN SHAPE AND CONSTRUCTED TO AND PERPENDICULAR TO THE ROA CONTROLLED DENSITY FILL (CDF) S	ND SET #5 X 24" EPOXY-COATED TIE EXISTING PAVEMENT PARALLEL TO AE TRANSVERSE VERTICAL CUT SPACED A SIDES). FOR HMA UNLESS OTHERWISE F ANY PORTION OF A LONGITUDINAL TRACK AS DETERMINED BY THE L BE REMOVED AND REPLACED. R CRACK IS IN CLOSE PROXIMITY TO THE QUIRE REMOVAL OF THE EXISTING VENING PAVEMENT. DEPTH OF IN ACCORDANCE WITH FOR PCC UNLESS OTHERWISE REMOVE ENTIRE PANEL UNLESS WIDTH GREATER THAN 50% OF THE EXISTING F A LONGITUDINAL PAVEMENT CUT RMINED BY THE ENGINEER, THE ENTIRE PLACED. WHEREVER AN EXISTING XIMITY TO THE NEW CUT, THE NLOF THE EXISTING PATCH OR CRACK IT. IF THE ENTIRE PANEL IS NOT ICRETE UTILITY PATCH PROCEDURES VING DEPTH EQUAL TO THE NT. SHALL BE RECTANGULAR OR CIRCULAR BE PARALLEL D CENTERLINE. HALL BE REQUIRED ON ROADWAYS ONDITIONS ARE ANTICIPATED AND E WITH WSDOT STANDARD RNATIVES SEE PIERCE COUNTY ID SITE DEVELOPMENT MANUAL.	
for detail drawings)		BRIAN D. STACY, P.E.	_	UTILITY	РАТСН	
y Engineer e Building reet, Suite 628 on 98409-7207		24671 24671 24671 24671		SHEET		
and a second						
					CITY OF TACOMA DEPARTMENT OF PUBLIC WATER DIVISIO	utilities D <b>n</b>
	3 2 1 NO			TACOMA PUBLIC UTILITIES	DEPARTMENT OF PUBLIC	utilities D <b>n</b>
A SAC		REVISION DATE BY REFERENCE	APP'D	TACOMA PUBLIC UTILITIES	DEPARTMENT OF PUBLIC WATER DIVISION ACEMENT PROJECT 2022-00 DETAILS FOR JRRAN ROAD PROJECT	UTILITIES DN DO2 SCALE
Start OF WASHINGTON OF WASHING	2		APP'D	DATE	DEPARTMENT OF PUBLIC WATER DIVISION ACEMENT PROJECT 2022-00 DETAILS FOR JRRAN ROAD PROJECT	UTILITIES DN DO2 HORIZ: VERT:
A CHARACTER AND	2		APP'D	DATE	DEPARTMENT OF PUBLIC WATER DIVISION ACEMENT PROJECT 2022-00 DETAILS FOR JRRAN ROAD PROJECT	UTILITIES DN D02 HORIZ: SCALE

# **Class B/C Utility Right-Of-Way Permit**

	Class C Work		ŝ.	Permit	t Number <u>22-0698</u>
1	1110 10000	Pierce County	~	Date A	pplication Received 7/12/2022
FOR COUNTY USE ONLY	(Permit is void if not activated before above date)		NLN		Class B Work - Non-UGS Only
E O	NOTIFY before starting work by 8:30	<u>Address:</u> Tacoma Mall Plaza	E 0	NO	TIFY before starting work by 3:00
US	a.m. the previous business day	2702 South 42nd Street, Ste 109	SI		p.m. the previous business day
YTY.	Date Permit Activated	Tacoma, Washington 98409-7322	AL.		ion Date:
NDO	Contractor		50		ermit is void if not activated before above date) Date:
S C(	Contact Name	Email: <u>pcutilrowpermit@piercecountywa.gov</u> Permit Office (253) 798-4824	CO1	1000 000 000 000	ion Date:
FOI	Phone ( )	or (253) 798-3214	101		te Date:
T	Date Reported Completed			_	rium End Date
-	PLEASE SELECT ONE: VUGS Non	-UGS Sewer Project Emergency	01	ther	
		ublic Utilities-Water Division			rk Order #
	Address 3628 South 35		oma		State Wa Zip 98409-3192
		rm the following work in Pierce County Right-of-Way is i	_		
					Est. Working Days <sup>18</sup>
	Existing AC main will be abandoned in p	d 6-inch ductile iron with fittings and hydra	ant	ts.	Total Utility Installation 1,600 ft.
	Existing AC main will be abandoned in p	lace. (See Florided MOA)			
					Est. Initial Pavement Cut:
					Length <u>1,600</u> ft. Width <u>3</u> ft.
			_		Related CRP#
	WORK LOCATION		Secti	ion <u>24</u>	Township 19N Range 3E
	ADDRESS or STREET & AVENUE of right-of-w	dersigned has read, understands, and accepts/the terms,		nditions f	ees and liquidated domages set forth on this
	docum	ient.	/	(	
	Name Todd Honey	Signature coll forming	_		Date 7/6/2022
_	Title Utility Service Specialist	Phone (253 ) 377-5846	-		Email: thoney@cityoftacoma.org
		ctor: [] Ken Messinger (253) 732-2355 ovide compaction testing [] Cut NO pavem	iení		Scott Wright (253) 381-6315 Bunch with existing cables
	[X] Schedule a preconstruction meeting with t			• 1	J Buildi with existing tables
	[] A preconstruction meeting is required with				
	[ ] <u>A permit from the Department of Natural</u> [X] <u>PC inspector to mark final resto</u>	Resources will be required if any monuments a	are	disturbe	ed or removed.
	INT I C Inspector to mark inal resto	ration minus.			
	Memorandum of Agreement for Abandone	d Utility and "As-Built" survey of abandoned u	ıtili	ity requi	red within 90 days of work completion.
151	[X] <u>Contact Traffic Signal Office at 798-8000 i</u>	f digging withing 500' of traffic signal.			
USE ONLY		et top). Activation must be received the previous b	busi	iness day	by the time noted above before starting
SE	work.				
	<ul> <li>[X] Notify Permit Office when work is completed</li> <li>[X] Notify the inspector if there are any problems</li> </ul>				×
~	[X] Notify the One Call Center at (800) 424-5555				
<u>io</u>	[X] <u>Comply</u> with all of the conditions and provisi				
- 1	[X] Comply with the "Manual on Accommodatin		h Ed	dition.	
	[X] Keep a copy of this permit and approved p	lans at the worksite at all times.			
Į	] In accordance with the franchise, the utility	y is responsible for all damages due to failure to	o re	elocate ir	a a timely manner.
	FEES All fees are estimated. Billing will re	flect charges incurred during permitted work.	C	Cutting o	f new pavement is not allowed.
	2 100 (	B Work = UGS is exempt; Non-UGS is \$			yment must be made prior to permit issuance.
	Permit Fee Total \$ 2,100.0			-	
		C Work = (> 500 LF or 150 SF) UGS is \$2			0.029 18 93,230
-		ed is authorized by the County Engineer to issue the	tis p	permit.	7/12/2022
-	Name: Rondi Downs	Signature Jonde No	re	m	Date7/13/2022
-	INSPECTORS COMMENTS				
	Work is physically complete and accepted:	Signature			Date

Reviewed and approved by Nick Oniskey 7/12/2022

**Revised April 2021** 

1. Restoration Requirements Unless otherwise directed or approved by the Engineer or this Permit, the Permittee shall:

- Trench--Provide at least 36 inches of cover over the top of any underground pipe or conduit installed in the County right-of-way. Cover is a. measured from the top of the pipe to the existing groundline. Backfill trenches in the pavement area with 2-1/2" minus imported or native gravel base per patch details PC.A7.1 and PC.A7.2. Each lift shall be compacted to 95% of maximum dry density as determined by ASTM D1557.
- Steel Plates-Steel plates may be placed over unfinished portions of work at the end of each day if approved by the Engineer. Steel plates b. must be anchored with bolts and shimmed at all edges. Permittee shall be responsible for maintaining steel plates, associated anchors, and asphalt shims 24 hours a day, 7 days a week. Permittee shall provide and maintain appropriate signage for steel plating.
- Pavement-Restore any pavement cuts using hot mix asphalt (HMA) CL ½ Inch, PG 64-22, per patch details PC.A7.1 or PC.A7.2. Place either hot mix asphalt permanent patch or cold mix asphalt temporary patch immediately after backfilling any trench in the payement area. Any temporary restoration shall be made permanent within 30 working days from the date of the temporary restoration. Cut pavement in rectangular or circular shapes, constructed to be parallel with and perpendicular to the road centerline.
- d. Right-of-Way-Remove all rubbish, debris, and surplus material from the County right-of-way that was left due to the work. Cleanup excavation and debris material concurrently with the burying operation whether by plowing or trenching. At no time shall there be debris and excavation material extending along a line for more than 500 feet. Restore right-of-way as near as possible to its original state before the permitted work began. Place crushed rock on any roadway shoulders that are disturbed during construction. Complete all work within the indicated number of working days.

### 2. General Requirements—Unless otherwise directed or approved by the Engineer or this Permit, the Permittee shall:

- a. Traffic Control--Maintain at least one lane of traffic at all times unless a road closure permit has been obtained. Place traffic signs in accordance with the latest edition of the "Manual on Uniform Traffic Control Devices" or as directed by the Engineer. Erect, maintain, and provide proper lighting on such barriers and warning signs during the progress of the work as may be necessary or as may be directed by the Engineer for the protection of the traveling public. Make no excavation and place no obstacle within the limits of a County road in such a manner as to interfere with the travel over said road.
- b. Working Hours-Perform the work only from 7:00 a.m. to 6:00 p.m. on non-holiday weekdays, Monday through Friday, except for emergencies, or as otherwise approved by the Engineer. County holidays include January 1, 3rd Monday in January, 3rd Monday in February, last Monday in May, July 4, 1st Monday in September, November 11, 4th Thursday and Friday in November, and December 25. When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday is observed, respectively. Requests for working after hours shall be submitted to the Engineer at least one week before the after-hours work is scheduled to begin. The Permittee shall sign an "After-Hours Memorandum Agreement" to reimburse the County for any overtime costs incurred by the County for inspection of the work after hours.
- Miscellaneous--Provide a performance bond in the amount set by the Engineer for the County's benefit to insure compliance with all terms c. and conditions of this Permit. Provide an insurance policy approved by the Pierce County Risk Management Department prior to starting the work. Comply with the latest edition of the Washington State Electrical Code, Washington State Department of Transportation Standards and Standard Specifications for Road and Bridge Construction, Civil Aeronautics Administration specifications, and all other applicable laws and regulations. Perform the Work to the satisfaction of the Engineer. Any of the work not completed according to the provisions set forth in this Permit, may be completed by the County and charged to the Permittee.

### 3. Other Conditions

- a. In accepting this Permit, the Permittee agrees to protect the County and save it harmless from all claims, actions or damages of every kind a description which may accrue to or be suffered by any person or person, corporation or property by reason of the performance of any such work, character of materials used or manner or installation, maintenance and operation or by the improper occupancy of right-of-way or public place or public structure, and in case any suit or action is brought against said County for damages arising out of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy judgment after the said suit or action shall have finally been determined if adverse to the County.
- h. If the work done under this Permit interferes with the drainage of the County roads, or causes damage, the Permittee shall wholly and at his own expense make such provision as the Engineer may direct to take care of said drainage and/or damage.
- The Engineer hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this C. Permit, at any time. Said change or removal shall be made at the sole expense of the Permittee.
- d. All permitted changes, reconstruction or relocation by the Permittee shall be done in such manner as will cause the least interference with any County work. The County shall in no way be held liable for any damage to the Permittee by reason of any such work by the County, its agents or representatives, or by the exercise of any rights by the County upon the roads, streets, public places or structures in question.
- The Permittee recognizes and agrees that it is responsible for and will make at its own expense any changes that may be required in the e. location of any utility constructed under this Permit due to any reconstruction, improvement, or maintenance of the roadway and/or other appurtenances including drainage facilities within the right-of-way and/or any damage that may be done the roadway or right-of-way or user of the road that may in any way be attributed by the Engineer to the utility installation or operation.
- This Permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the County from granting other permits or f. franchise rights like or other nature to public or private utilities, nor shall it prevent the County from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
- g. The Engineer may revoke, annul, change, amend, amplify, or terminate this Permit or any of the conditions herein enumerated if Permittee fails to comply with any or all of its provisions, requirements and regulations as herein set forth.
- h. In accepting this Permit, the Permittee agrees that any damage or injury done to the property of the Permittee or any expense incurred by him through the operation of a contractor, working for the County, or of any County employee, shall be at the sole expense of the Permittee.

### 4. Definitions

c. d.

- a. Engineer
- b. Permittee
- The Pierce County Engineer or an authorized representative.
  - The party or parties to whom this permit is issued, or their successors and/or assigns.
  - County The County of Pierce. Work
    - The work herein contemplated and approved by this Permit.



3628 South 35th Street

Tacoma, Washington 98409-3192

### TACOMA PUBLIC UTILITIES

## MEMORANDUM OF AGREEMENT ABANDONED UTILITY

This agreement is entered into this day between Pierce County, a political subdivision of the State of Washington and Tacoma Water and shall not be binding and effective until signed and dated by the parties hereinafter. Its purpose is to set forth the responsibilities of Tacoma Water for abandoning utilities at various locations throughout the unincorporated area of Pierce County that lie within Pierce County rights-of-way, and have been approved by the Engineer on an individual basis.

Pursuant to Section 5-1.6, of the Manual on Accommodating Utilities in Pierce County Rights-of-Way ("Manual"), 5<sup>th</sup> Edition, Abandoned Utility, when approved by the Engineer, and in consideration of Tacoma Water being allowed to leave its abandoned/deactivated Asbestos Cement and PVC water main within the limits of Pierce County right-of-way, Tacoma Water agrees to the following conditions:

- 1. Tacoma Water will continue to maintain ownership of the abandoned Asbestos Cement and PVC water main and any other associated facilities left in place as part of a Tacoma Water replacement project.
- 2. Tacoma Water will remain solely responsible for the removal of the Asbestos Cement and PVC water main and any other associated facilities when it becomes necessary to facilitate a Pierce County or other public or private project within the limits of the right-of-way.
- 3. Tacoma Water will remain responsible for locating the Asbestos Cement and PVC water main and any other associated facilities as part of the One-Call system.
- 4. Tacoma Water abandoned Asbestos Cement and PVC water main and any other associated facilities shall be governed by and conform to the requirements of any Tacoma Water franchise from Pierce County, in existence now or in the future.
- 5. Tacoma Water shall maintain records of the location of the abandoned Asbestos Cement and PVC water main and any other associated facilities. When the Asbestos Cement and PVC water main , and any other associated facilities, are deactivated as part of Tacoma Water project, the information regarding the location of the Asbestos Cement and PVC water main and any other associated facilities shall appear on the Tacoma Water project as built drawings and be labeled as abandoned. When the Asbestos Cement and PVC water main and any other associated facilities are encountered during the construction of Ductile Iron water main and any other associated services, the Tacoma Water inspector shall record the depth and location for incorporation on the as built drawings.
- 6. Following creation of the as built drawings, Tacoma Water shall indicate the abandoned Asbestos Cement and PVC water main and any other associated facilities on Tacoma Water AutoCAD files and include this information in any future GIS system. Tacoma Water shall have the ability to access the files for the purpose of locating active and abandoned utilities,

Created: 4/5/2018 Revised: 6/27/2018 appurtenances and any other associated facilities.

- 7. Tacoma Water record drawings shall be made available to Pierce County and other utility providers upon request.
- 8. Tacoma Water will be financially responsible for and will indemnify, defend and hold harmless Pierce County from any and all claims, actions, causes of action, liabilities, penalties, costs, expenses and any other damages of any nature whatsoever (whether known or unknown), which it now has and which may have in the future on account of, or in any way arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the County, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the County. This indemnification shall survive the termination of this agreement.
- 9. This Agreement is binding upon and will inure to the benefit of the parties to this agreement and to their respective successors and/or assigns.

We believe the above listed conditions strike a balance of clearly defining Tacoma Water responsibility for the abandoned Asbestos Cement and PVC water main and any other associated facilities, while maintaining the appropriate control of the Asbestos Cement and PVC water main and any other associated facilities' system information.

Proposed By:

gnature

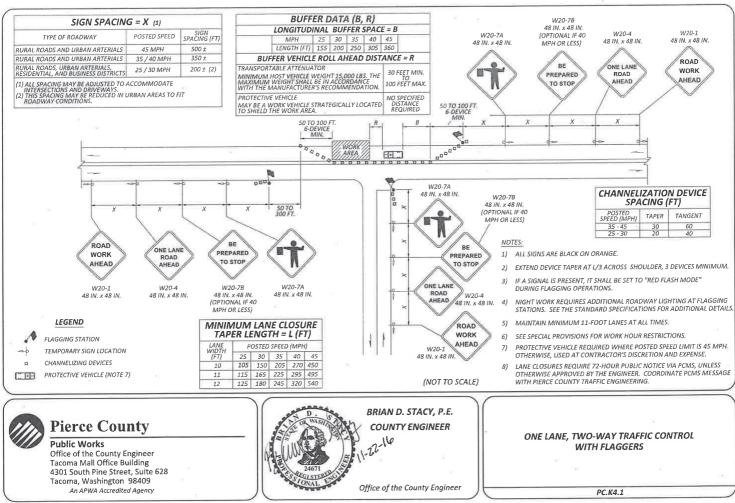
10/12/18 Date

Scott Dewhirst Tacoma Water Superintendent

Accepted By:

<u>10-17-18</u> Date

Brian D. Stacy, P.E. County Engineer



# Class B/C Utility Right-Of-Way Permit

	Class C Wash			Permit Number 22-0911
	Class C Work Expiration Date: 06/09/2023	Pierce County		Date Application Received 09/08/2022
FOR COUNTY USE ONLY	(Permit is void if not activated before above date)	Address:	ONLY	Class B Work - Non-UGS Only
E O	NOTIFY before starting work by 8:30	Tacoma Mall Plaza		
US	a.m. the previous business day	2702 South 42nd Street, Ste 109	COUNTY USE	p.m. the previous business day
VTV	Date Permit Activated	Tacoma, Washington 98409-7322	YTV	Expiration Date:
NDO	Contractor		INC	Start Date:
R C	Contact Name	Email: <u>pcutilrowpermit@piercecountywa.gov</u> Permit Office (253) 798-4824		
FO	Phone ( )	or (253) 798-3214	FOR	Complete Date:
	Date Reported Completed			Moratorium End Date N/a
	PLEASE SELECT ONE: VUGS Non	-UGS Sewer Project Emergency	Ot	ther
	PERMITTEE Name City of Tacoma Pu	ublic Utilities-Water Division		Work Order # WTR-00560-14-01
	Address 3628 South 35	ith Street City Tacc	oma	a State Wa Zip <sup>98409-3192</sup>
	WORK PERMITTED Permission to perfor	rm the following work in Pierce County Right-of-Way is		
1	Install 465 linear feet of 6-inch ductile iro	on water main and fittings on 138th St E,	we	Est. Working Days 20
	bound out of existing stub on Canyon Ro			Total Utility Installation $\frac{465}{1000}$ ft.
				Est. Initial Pavement Cut:
				Length $\frac{465}{100}$ ft. Width $\frac{3}{100}$ ft.
				Related CRP#
	WORK LOCATION		Secti	tion <u>13&amp;18</u> Township <u>19N</u> Range <u>3&amp;4E</u>
	ADDRESS or STREET & AVENUE of right-of-w			
		dersigned has read, understands, and accepts the terms	, con	onditions, fees and liquidated damages set forth on this
	Name Todd Honey	Signature		Date 9/8/2022
	Title Utility Service Specialist	Phone (253) 377-5846		Email: thoney@cityoftacoma.org
	WORK CONDITIONS Area Inspe	ctor: [ ] Ken Messinger (253) 732-2355		[X] Scott Wright (253) 381-6315
	] <u>Push</u> utilities under the road   ] <u>Pre</u>		ient	t [ ] <u>Bunch with existing cables</u>
	X         Schedule a preconstruction meeting with t           []         A preconstruction meeting is required with			
ñ.	[ ] <u>A permit</u> from the Department of Natural		are	disturbed or removed.
	[x] P.C. inspector to mark final rest	oration limits. ADA ramps to be ma	ade	e compliant if not currently compliant.
			_	
X	[ ] Memorandum of Agreement for Abandone [X] <u>Contact</u> Traffic Signal Office at 798-8000 i		ıtili	ity required within 90 days of work completion.
COUNTY USE ONLY		ee top). Activation must be received the previous h	busi	iness day by the time noted above before starting
EO	work.			
SU /	[X] <u>Notify</u> Permit Office when work is completed			
EZ	[X] Notify the inspector if there are any problems			
00		5 at least two business days before excavating.		
		g Utilities in Pierce County Rights-of-Way,"- Sixt.	h Ei	Edition
	[X] Keep a copy of this permit and approved p			
		y is responsible for all damages due to failure t	o re	elocate in a timely manner.
ſ	FEES All fees are estimated. Billing will re	eflect charges incurred during permitted work.	C	Cutting of new pavement is not allowed.
	0100 /	B Work = UGS is exempt; Non-UGS is \$		
-	Permit Fee Total \$2100.0			
		C Work = (> 500 LF or 150 SF) UGS is \$	1-	
-		ed is authorized by the County Engineer to issue	hs p	
	Name: Corina Alvarez	Signature		Date 09/09/2022
-	INSPECTORS COMMENTS			
	Work is physically complete and accepted:	Signature		Date

**Revised April 2021** 

1. Restoration Requirements Unless otherwise directed or approved by the Engineer or this Permit, the Permittee shall:

- Trench--Provide at least 36 inches of cover over the top of any underground pipe or conduit installed in the County right-of-way. Cover is measured from the top of the pipe to the existing groundline. Backfill trenches in the pavement area with 2-1/2" minus imported or native gravel base per patch details PC.A7.1 and PC.A7.2. Each lift shall be compacted to 95% of maximum dry density as determined by ASTM D1557.
- b. Steel Plates--Steel plates may be placed over unfinished portions of work at the end of each day if approved by the Engineer. Steel plates must be anchored with bolts and shimmed at all edges. Permittee shall be responsible for maintaining steel plates, associated anchors, and asphalt shims 24 hours a day, 7 days a week. Permittee shall provide and maintain appropriate signage for steel plating.
- Pavement--Restore any pavement cuts using hot mix asphalt (HMA) CL ½ Inch. PG 64-22, per patch details PC.A7.1 or PC.A7.2. Place C. either hot mix asphalt permanent patch or cold mix asphalt temporary patch immediately after backfilling any trench in the pavement area. Any temporary restoration shall be made permanent within 30 working days from the date of the temporary restoration. Cut pavement in rectangular or circular shapes, constructed to be parallel with and perpendicular to the road centerline.
- Right-of-Way--Remove all rubbish, debris, and surplus material from the County right-of-way that was left due to the work. Cleanup d. excavation and debris material concurrently with the burying operation whether by plowing or trenching. At no time shall there be debris and excavation material extending along a line for more than 500 feet. Restore right-of-way as near as possible to its original state before the permitted work began. Place crushed rock on any roadway shoulders that are disturbed during construction. Complete all work within the indicated number of working days.

#### 2. General Requirements--Unless otherwise directed or approved by the Engineer or this Permit, the Permittee shall:

- Traffic Control--Maintain at least one lane of traffic at all times unless a road closure permit has been obtained. Place traffic signs in accordance with the latest edition of the "Manual on Uniform Traffic Control Devices" or as directed by the Engineer. Erect, maintain, and provide proper lighting on such barriers and warning signs during the progress of the work as may be necessary or as may be directed by the Engineer for the protection of the traveling public. Make no excavation and place no obstacle within the limits of a County road in such a manner as to interfere with the travel over said road.
- Working Hours--Perform the work only from 7:00 a.m. to 6:00 p.m. on non-holiday weekdays, Monday through Friday, except for b. emergencies, or as otherwise approved by the Engineer. County holidays include January 1, 3rd Monday in January, 3rd Monday in February, last Monday in May, July 4, 1st Monday in September, November 11, 4th Thursday and Friday in November, and December 25, When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday is observed, respectively. Requests for working after hours shall be submitted to the Engineer at least one week before the after-hours work is scheduled to begin. The Permittee shall sign an "After-Hours Memorandum Agreement" to reimburse the County for any overtime costs incurred by the County for inspection of the work after hours.
- Miscellaneous--Provide a performance bond in the amount set by the Engineer for the County's benefit to insure compliance with all terms and conditions of this Permit. Provide an insurance policy approved by the Pierce County Risk Management Department prior to starting the work. Comply with the latest edition of the Washington State Electrical Code, Washington State Department of Transportation Standards and Standard Specifications for Road and Bridge Construction, Civil Aeronautics Administration specifications, and all other applicable laws and regulations. Perform the Work to the satisfaction of the Engineer. Any of the work not completed according to the provisions set forth in this Permit, may be completed by the County and charged to the Permittee.

### 3. Other Conditions

- In accepting this Permit, the Permittee agrees to protect the County and save it harmless from all claims, actions or damages of every kind a а description which may accrue to or be suffered by any person or person, corporation or property by reason of the performance of any such work, character of materials used or manner or installation, maintenance and operation or by the improper occupancy of right-of-way or public place or public structure, and in case any suit or action is brought against said County for damages arising out of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy judgment after the said suit or action shall have finally been determined if adverse to the County.
- If the work done under this Permit interferes with the drainage of the County roads, or causes damage, the Permittee shall wholly and at his b. own expense make such provision as the Engineer may direct to take care of said drainage and/or damage.
- The Engineer hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this c. Permit, at any time. Said change or removal shall be made at the sole expense of the Permittee.
- d. All permitted changes, reconstruction or relocation by the Permittee shall be done in such manner as will cause the least interference with any County work. The County shall in no way be held liable for any damage to the Permittee by reason of any such work by the County, its agents or representatives, or by the exercise of any rights by the County upon the roads, streets, public places or structures in question.
- The Permittee recognizes and agrees that it is responsible for and will make at its own expense any changes that may be required in the e. location of any utility constructed under this Permit due to any reconstruction, improvement, or maintenance of the roadway and/or other appurtenances including drainage facilities within the right-of-way and/or any damage that may be done the roadway or right-of-way or user of the road that may in any way be attributed by the Engineer to the utility installation or operation.
- f. This Permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the County from granting other permits or franchise rights like or other nature to public or private utilities, nor shall it prevent the County from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
- The Engineer may revoke, annul, change, amend, amplify, or terminate this Permit or any of the conditions herein enumerated if Permittee g. fails to comply with any or all of its provisions, requirements and regulations as herein set forth.
- h. In accepting this Permit, the Permittee agrees that any damage or injury done to the property of the Permittee or any expense incurred by
- him through the operation of a contractor, working for the County, or of any County employee, shall be at the sole expense of the Permittee. Definitions

The party or parties to whom this permit is issued, or their successors and/or assigns.

### 4.

- Engineer a.
- Permittee b.
- County c.
  - The County of Pierce.

The work herein contemplated and approved by this Permit.

The Pierce County Engineer or an authorized representative.



3628 South 35th Street

Tacoma, Washington 98409-3192

### TACOMA PUBLIC UTILITIES

## MEMORANDUM OF AGREEMENT ABANDONED UTILITY

This agreement is entered into this day between Pierce County, a political subdivision of the State of Washington and Tacoma Water and shall not be binding and effective until signed and dated by the parties hereinafter. Its purpose is to set forth the responsibilities of Tacoma Water for abandoning utilities at various locations throughout the unincorporated area of Pierce County that lie within Pierce County rights-of-way, and have been approved by the Engineer on an individual basis.

Pursuant to Section 5-1.6, of the Manual on Accommodating Utilities in Pierce County Rights-of-Way ("Manual"), 5<sup>th</sup> Edition, Abandoned Utility, when approved by the Engineer, and in consideration of Tacoma Water being allowed to leave its abandoned/deactivated Asbestos Cement and PVC water main within the limits of Pierce County right-of-way, Tacoma Water agrees to the following conditions:

- 1. Tacoma Water will continue to maintain ownership of the abandoned Asbestos Cement and PVC water main and any other associated facilities left in place as part of a Tacoma Water replacement project.
- 2. Tacoma Water will remain solely responsible for the removal of the Asbestos Cement and PVC water main and any other associated facilities when it becomes necessary to facilitate a Pierce County or other public or private project within the limits of the right-of-way.
- 3. Tacoma Water will remain responsible for locating the Asbestos Cement and PVC water main and any other associated facilities as part of the One-Call system.
- 4. Tacoma Water abandoned Asbestos Cement and PVC water main and any other associated facilities shall be governed by and conform to the requirements of any Tacoma Water franchise from Pierce County, in existence now or in the future.
- 5. Tacoma Water shall maintain records of the location of the abandoned Asbestos Cement and PVC water main and any other associated facilities. When the Asbestos Cement and PVC water main , and any other associated facilities, are deactivated as part of Tacoma Water project, the information regarding the location of the Asbestos Cement and PVC water main and any other associated facilities shall appear on the Tacoma Water project as built drawings and be labeled as abandoned. When the Asbestos Cement and PVC water main and any other associated facilities are encountered during the construction of Ductile Iron water main and any other associated services, the Tacoma Water inspector shall record the depth and location for incorporation on the as built drawings.
- 6. Following creation of the as built drawings, Tacoma Water shall indicate the abandoned Asbestos Cement and PVC water main and any other associated facilities on Tacoma Water AutoCAD files and include this information in any future GIS system. Tacoma Water shall have the ability to access the files for the purpose of locating active and abandoned utilities,

Created: 4/5/2018 Revised: 6/27/2018 appurtenances and any other associated facilities.

- 7. Tacoma Water record drawings shall be made available to Pierce County and other utility providers upon request.
- 8. Tacoma Water will be financially responsible for and will indemnify, defend and hold harmless Pierce County from any and all claims, actions, causes of action, liabilities, penalties, costs, expenses and any other damages of any nature whatsoever (whether known or unknown), which it now has and which may have in the future on account of, or in any way arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the County, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the County. This indemnification shall survive the termination of this agreement.
- 9. This Agreement is binding upon and will inure to the benefit of the parties to this agreement and to their respective successors and/or assigns.

We believe the above listed conditions strike a balance of clearly defining Tacoma Water responsibility for the abandoned Asbestos Cement and PVC water main and any other associated facilities, while maintaining the appropriate control of the Asbestos Cement and PVC water main and any other associated facilities' system information.

Proposed By:

gnature

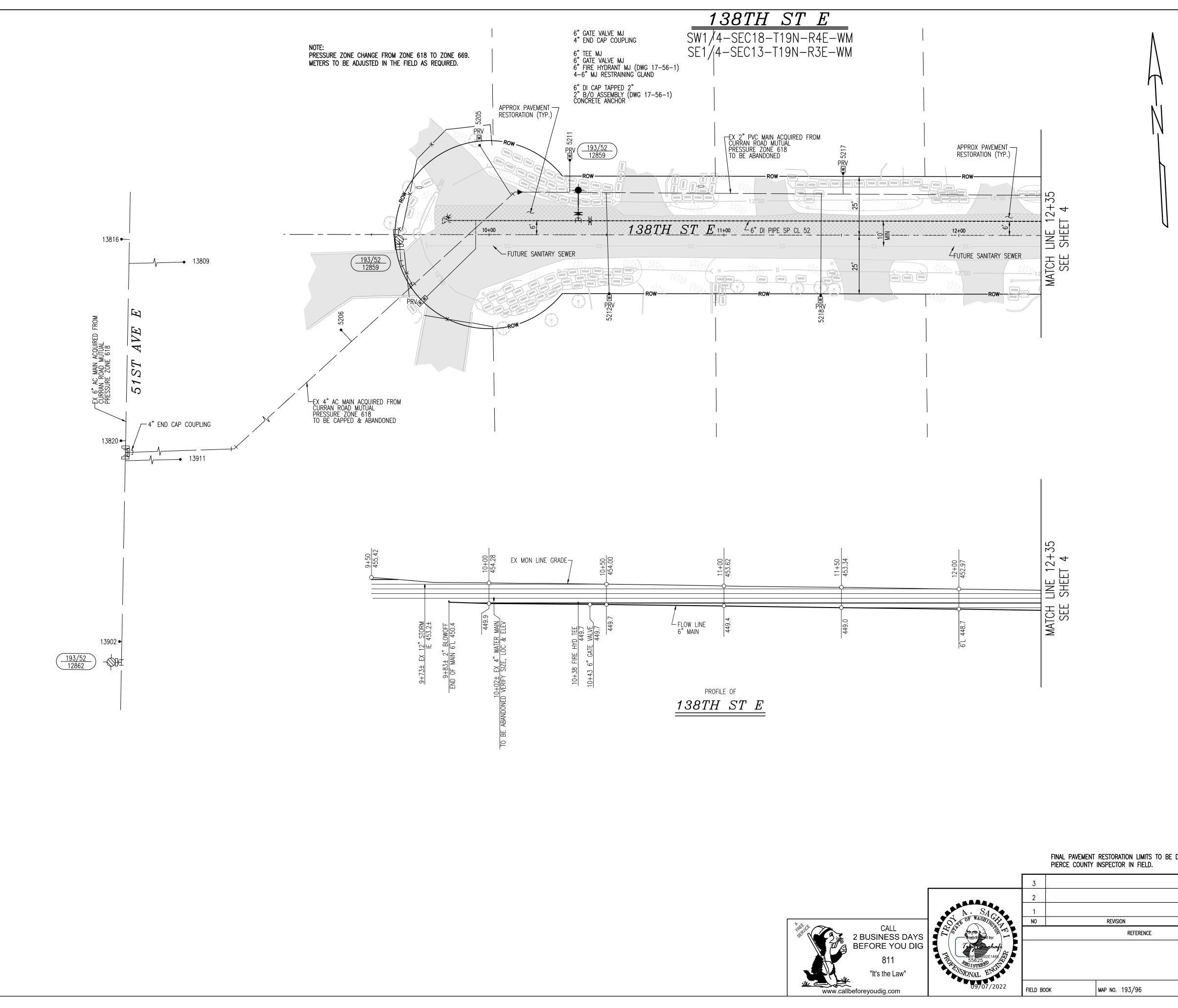
10/12/18 Date

Scott Dewhirst Tacoma Water Superintendent

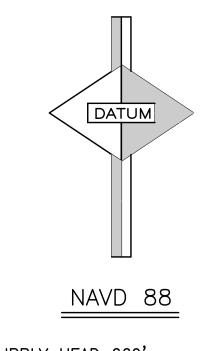
Accepted By:

<u>10-17-18</u> Date

Brian D. Stacy, P.E. County Engineer



CONTRACTOR						
SUPPLIER						
PIPE						
HYDRANTS						
VALVES						
	INSPECTOR					
PF	RE-CONSTRUCTION					
	PERMIT NUMBER					
,	ACTIVATE PERMIT					
	START					
	FILL MAIN					
	PRESSURE TEST					
	FLUSHED					
	ES LOGGED IN BOOK					
	SET OF SAMPLES					
	) SET OF SAMPLES					
	MAIN IN SERVICE					
	CT COMPLETION LETTER					
	RANT DATA SHEETS					
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	FINAL CHECK					
	CLOSE PERMIT					
YEARLY PRO	DJECTS INSPECTORS OFF					
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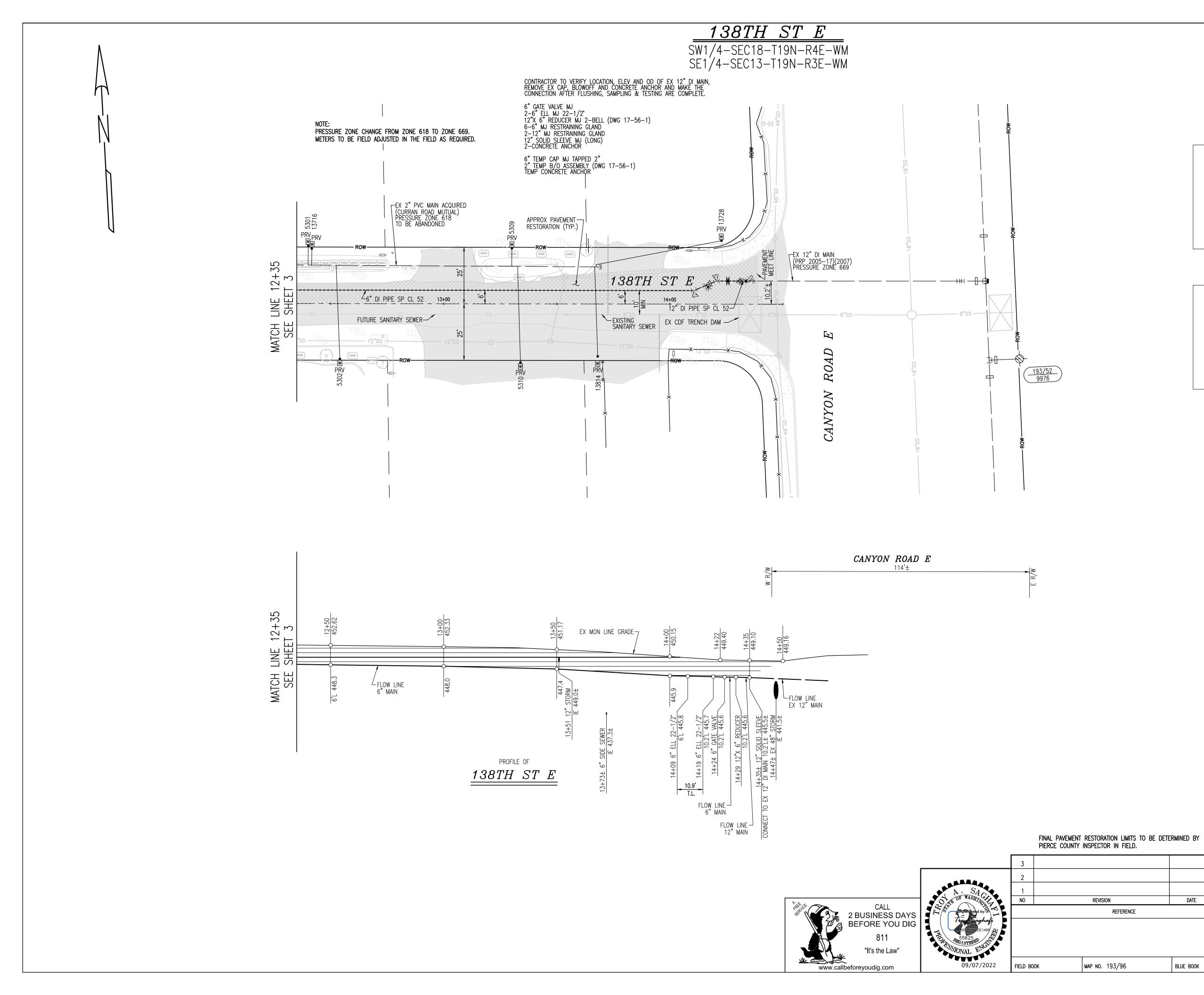


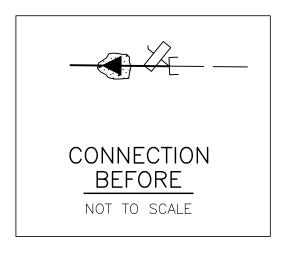
			SUPPLY HEAD	669'	
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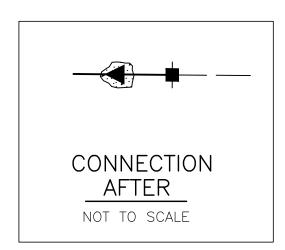
SCALE IN FEET

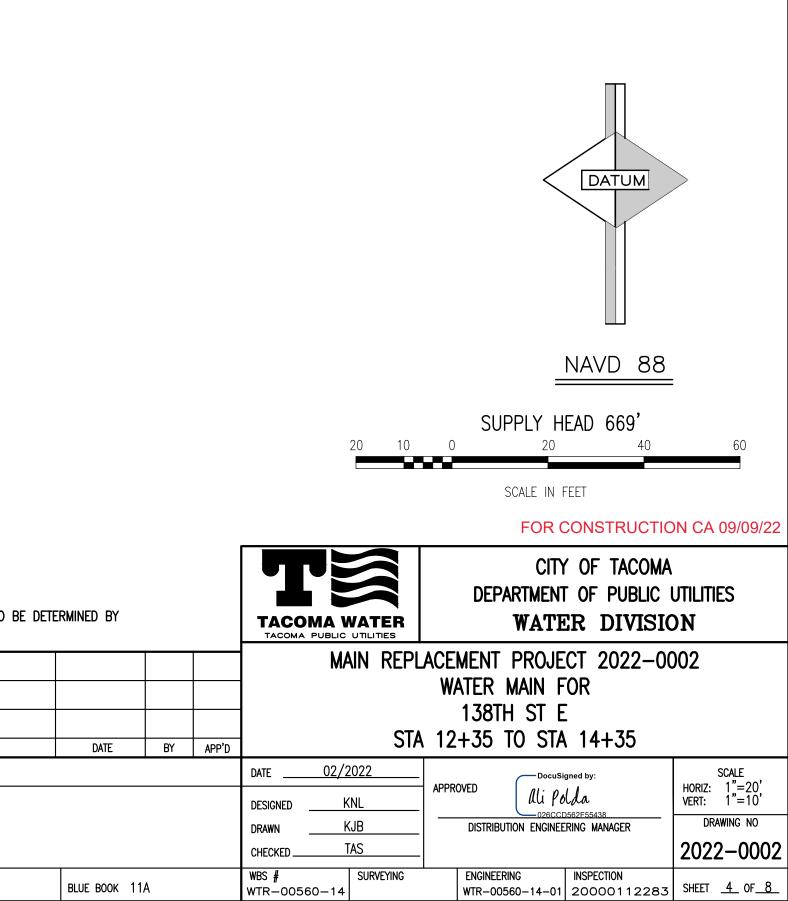
FOR CONSTRUCTION CA 09/09/22

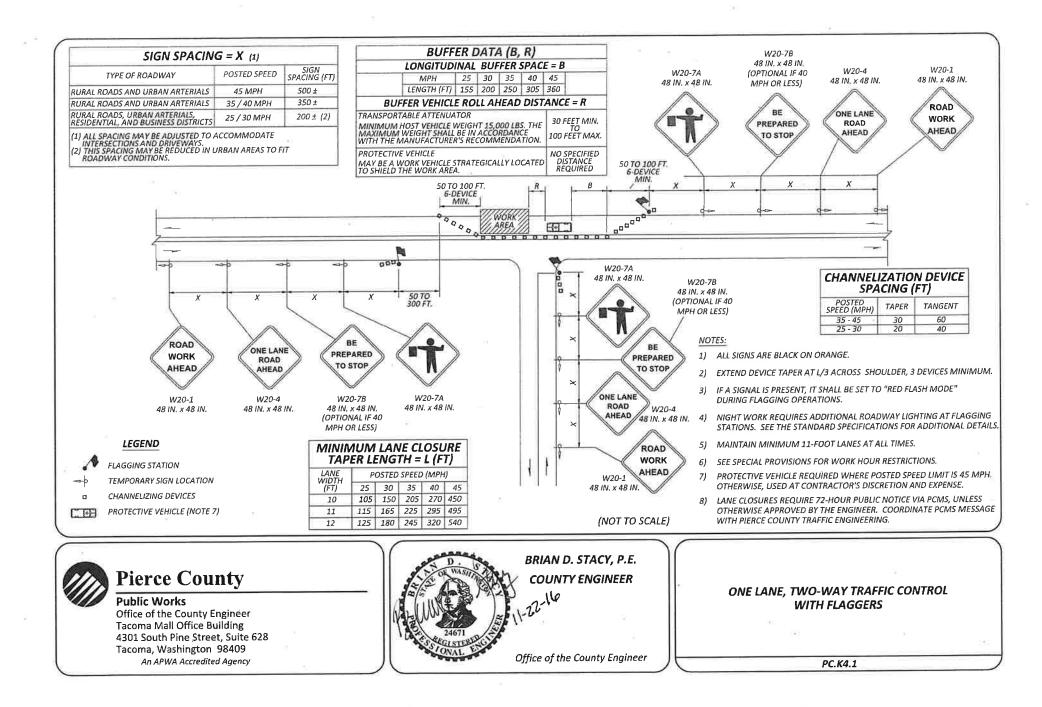
its to be determined by LD.				CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES WATER DIVISION					
	DATE	BY	APP'D	MAIN REPLACEMENT PROJECT 2022–0002 WATER MAIN FOR 138TH ST E 9+83 TO STA 12+35					002
NCE				DATE <u>02/2022</u> DESIGNED <u>KNL</u> DRAWN <u>KJB</u> CHECKED TAS		- Appro	Distribution Enginee	Ida	SCALE HORIZ: 1"=20' VERT: 1"=10' DRAWING NO 2022-0002
	BLUE BOOK 11,	٩		WBS # WTR-00560-14	SURVEYING		ENGINEERING WTR-00560-14-01	INSPECTION 20000112283	SHEET <u>3</u> OF <u>8</u>

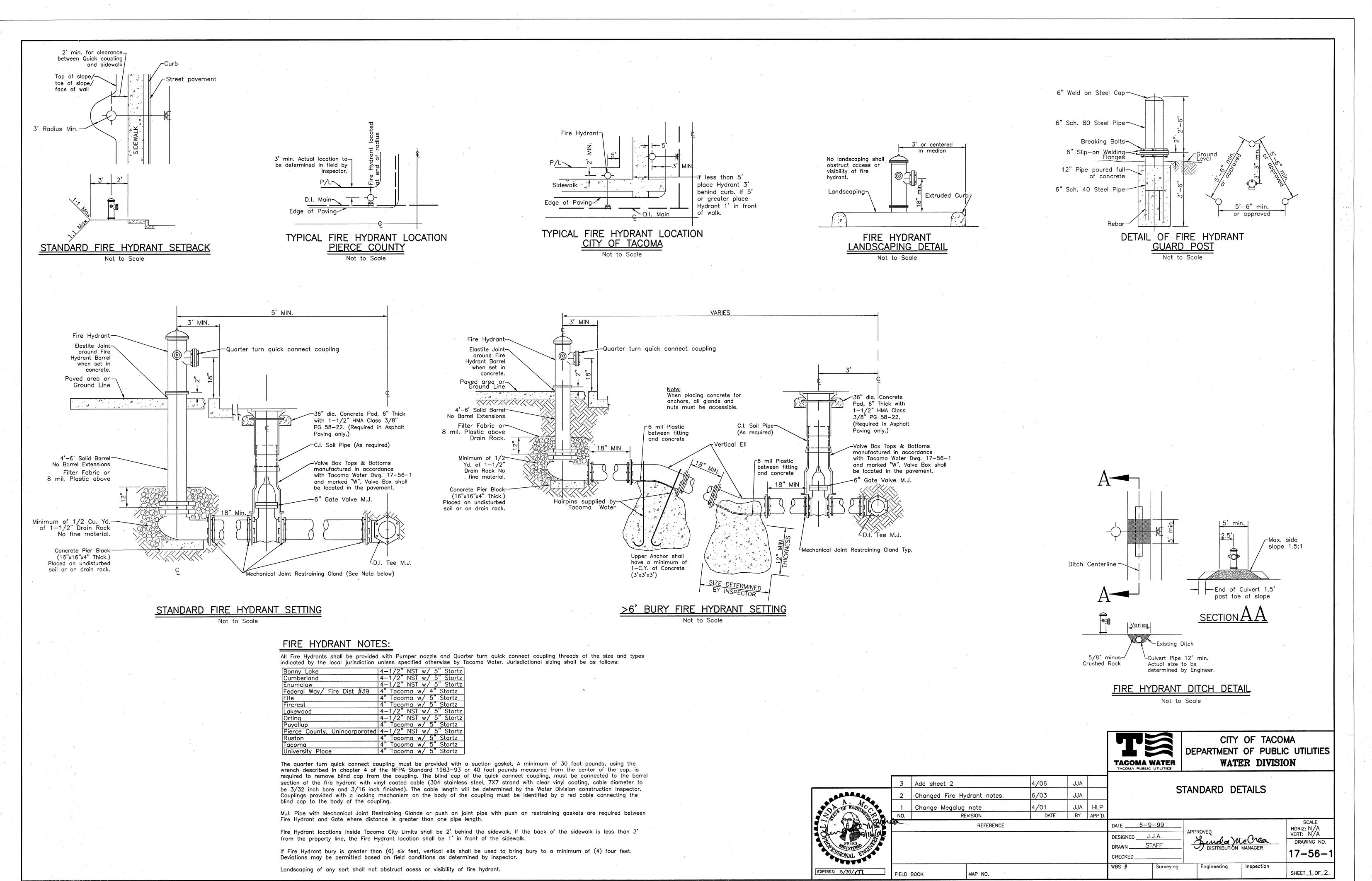


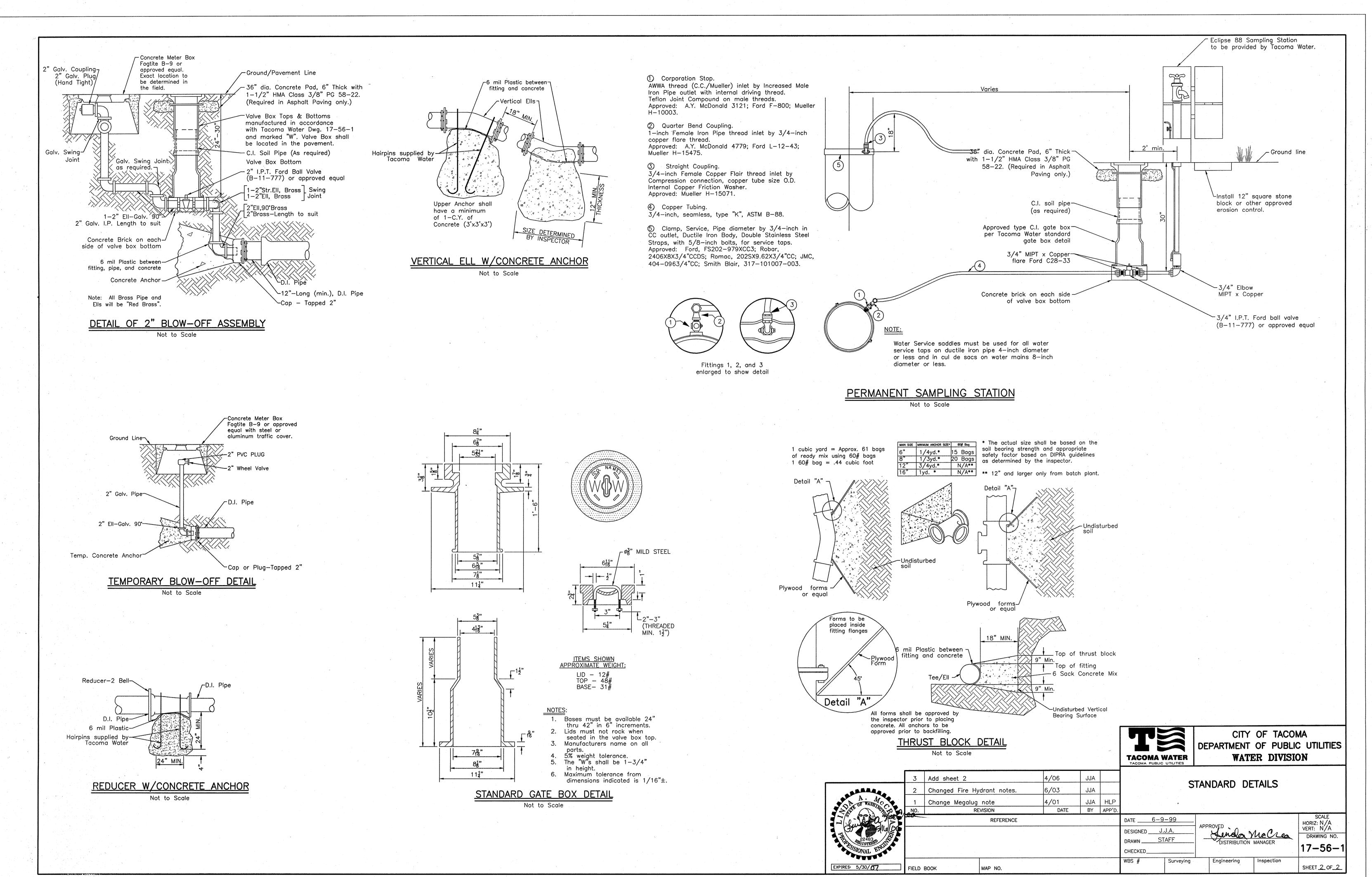


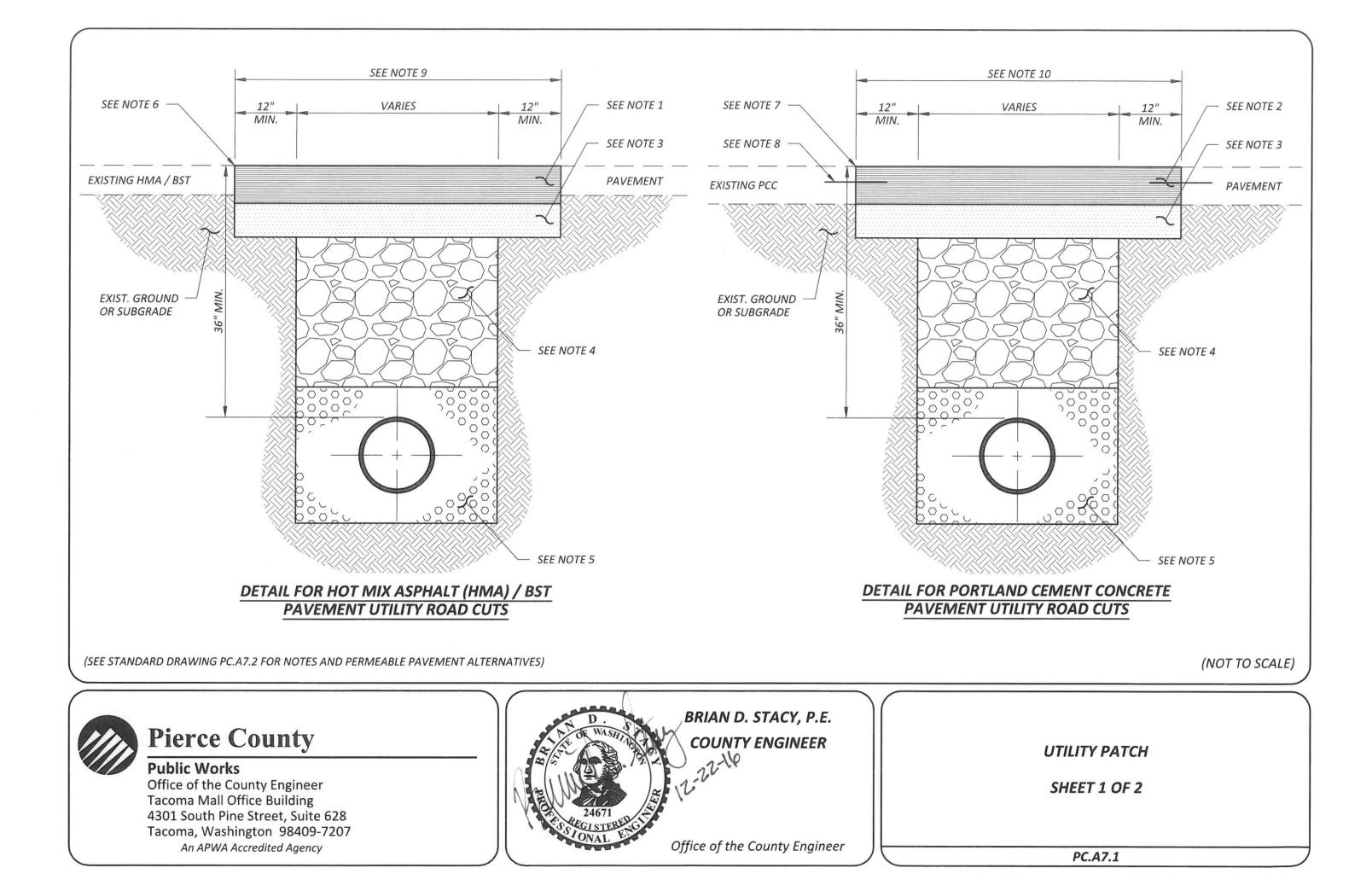












### NOTES:

1) HOT MIX ASPHALT (HMA) CL. 1/2 IN. PG 64-22, WITH MINIMUM COMPACTED DEPTH OF 3" OR EXISTING PAVEMENT DEPTH PLUS 1". WHICHEVER IS GREATER. PLACE IN LIFTS WITH A MAXIMUM COMPACTED DEPTH OF 3" PER WSDOT STANDARD SPECIFICATIONS 5-04. AND MACHINE **ROLL FLUSH** 

WITH EXISTING PAVEMENT.

- 2) PORTLAND CEMENT CONCRETE PAVEMENT WITH A STANDARD PAVING SECTION EQUAL TO THE EXISTING PAVEMENT DEPTH. PLACE PER WSDOT STANDARD SPECIFICATIONS 5-05. THE ENGINEER MAY SPECIFY THE DESIGN AGE. ANY ASPHALT CONCRETE COVERING THE PORTLAND CEMENT CONCRETE SHALL BE CUT BACK AN ADDITIONAL 4" AND REPLACED WITH HMA CL. 1/2 IN. PG 64-22, COMPACTED TO A DEPTH EQUAL TO THAT OF THE EXISTING ASPHALT CONCRETE PAVEMENT, OR PUT CSBC AS PREFERRED ALTERNATIVE.
- 3) CRUSHED SURFACING TOP COURSE MATCH EXISTING 2" MINIMUM DEPTH, COMPACTED TO 95% MAXIMUM DENSITY.
- 4) IMPORTED OR NATIVE MATERIAL COMPACTED TO 95% MAXIMUM DENSITY. THE MATERIAL SHALL BE ESSENTIALLY FREE FROM VARIOUS TYPES OF WOOD WASTE OR OTHER EXTRANEOUS OR OBJECTIONABLE MATERIALS. IT SHALL HAVE SUCH CHARACTERISTICS OF SIZE AND SHAPE THAT IT WILL COMPACT READILY AND SHALL MEET THE FOLLOWING TEST **REQUIREMENTS:**

SIEVE SIZE 4" SQUARE 2" SQUARE U.S. No. 4		PERCENT PASSING 100 75-100 22-100
U.S. No. 200	% PASSING U.S. No. 200	0-10
DUST RATIO:	% PASSING U.S. No. 40	2/3 MAX.

SAND EQUIVALENT

ALL PERCENTAGES ARE BY WEIGHT.

THE MATERIAL RETAINED ON A U.S. No. 4 SIEVE SHALL CONTAIN NOT MORE THAN 0.20 PERCENT BY WEIGHT OF WOOD WASTE. ANY NATIVE MATERIAL USED SHALL BE TESTED FOR COMPACTION AND/OR GRADATION AS REQUIRED BY THE ENGINEER.

30 MIN.

5) BEDDING MATERIAL COMPACTED TO 95% MAXIMUM DENSITY SHALL CONSIST OF CRUSHED. PROCESSED. OR NATURALLY OCCURRING GRANULAR MATERIAL. IT SHALL BE FREE FROM VARIOUS TYPES OF WOOD WASTE OR OTHER EXTRANEOUS OR OBJECTIONABLE MATERIALS. IT SHALL HAVE SUCH CHARACTERISTICS OF SIZE AND SHAPE THAT IT WILL COMPACT AND SHALL MEET THE FOLLOWING SPECIFICATIONS FOR GRADING AND QUALITY:

SIEVE SIZE	PERCENT PASSING
1-1/2" SQUARE	100
1" SQUARE	75-100
5/8" SQUARE	50-100
U.S. No. 4	20-80
U.S. No. 40	3-24
U.S. No. 200	10.0 MAX
SAND EQUIVALENT	35 MIN.

IF, IN THE OPINION OF THE ENGINEER, THE NATIVE GRANULAR MATERIAL IS FREE FROM WOOD WASTE, ORGANIC MATERIAL, AND OTHER EXTRANEOUS OR OBJECTIONABLE MATERIALS, BUT OTHERWISE DOES NOT CONFORM TO THE SPECIFICATIONS FOR GRADING AND SAND EQUIVALENT, IT MAY BE USED FOR PIPE BEDDING FOR RIGID PIPES, PROVIDED THE NATIVE GRANULAR MATERIAL HAS A MAXIMUM DIMENSION OF 1-1/2 INCHES. DEPTH OF MATERIAL SURROUNDING PIPE SHALL BE ADEQUATE TO SUPPORT THE PIPE AND TRENCH.

BEDDING MATERIAL FOR SANITARY SEWERS -

PEA GRAVEL BEDDING SHALL BE A CLEAN, SOUND, FREE DRAINING, AND GRANULAR MATERIAL CONFORMING TO THE FOLLOWING GRADATION:

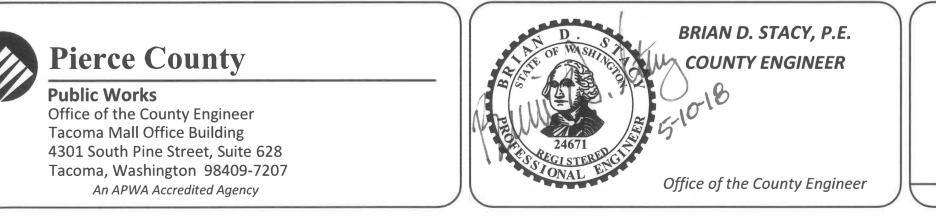
SIEVE SIZE	PERCENT PASSING
3/4" SQUARE	100
3/8" SQUARE	90-100
U.S. No. 4	50-100
U.S. No. 10	0-95
U.S. No. 20	0-85
U.S. No. 40	0-55
U.S. No. 100	0-10
U.S. No. 200	0-3

ALL PERCENTAGES ARE BY WEIGHT.

9)

- NOTE 1.

- SPECIFICATIONS 2-09.3(1)E.



(SEE STANDARD DRAWING PC.A7.1 FOR DETAIL DRAWINGS)



6) NEAT, UNIFORM AND VERTICAL CUT (TYPICAL BOTH SIDES). CLEAN AND HEAT EDGES AND TACK WITH EMULSIFIED ASPHALT. SEAL JOINT WITH HOT ASPHALT CEMENT.

7) NEAT, UNIFORM AND VERTICAL CUT (TYPICAL BOTH SIDES).

8) DRILL 7/8"Ø TO 1"Ø X 12" HOLE AND SET #5 X 24" EPOXY-COATED TIE BARS WITH EPOXY RESIN INTO THE EXISTING PAVEMENT PARALLEL TO ROADWAY CENTER LINE ALONG THE TRANSVERSE VERTICAL CUT SPACED AT 18" ON CENTER (TYPICAL BOTH SIDES).

MINIMUM RESTORATION LIMITS FOR HMA UNLESS OTHERWISE DETERMINED BY THE ENGINEER. IF ANY PORTION OF A LONGITUDINAL PAVEMENT CUT AFFECTS A WHEEL TRACK AS DETERMINED BY THE ENGINEER, THE ENTIRE LANE SHALL BE REMOVED AND REPLACED. WHEREVER AN EXISTING PATCH OR CRACK IS IN CLOSE PROXIMITY TO THE NEW CUT, THE ENGINEER MAY REQUIRE REMOVAL OF THE EXISTING PATCH OR CRACK AND ANY INTERVENING PAVEMENT. DEPTH OF REPLACEMENT ASPHALT SHALL BE IN ACCORDANCE WITH

**10) MINIMUM RESTORATION LIMITS FOR PCC UNLESS OTHERWISE** DETERMINED BY THE ENGINEER. REMOVE ENTIRE PANEL UNLESS WIDTH OF REMAINING PANEL PORTION IS GREATER THAN 50% OF THE EXISTING PANEL WIDTH. IF ANY PORTION OF A LONGITUDINAL PAVEMENT CUT AFFECTS A WHEEL TRACK AS DETERMINED BY THE ENGINEER. THE ENTIRE LANE SHALL BE REMOVED AND REPLACED. WHEREVER AN EXISTING PATCH OR CRACK IS IN CLOSE PROXIMITY TO THE NEW CUT, THE ENGINEER MAY REQUIRE REMOVAL OF THE EXISTING PATCH OR CRACK AND ANY INTERVENING PAVEMENT. IF THE ENTIRE PANEL IS NOT REMOVED, FOLLOW ASPHALT CONCRETE UTILITY PATCH PROCEDURES WITH AN ASPHALT CONCRETE PAVING DEPTH EQUAL TO THE DEPTH OF THE EXISTING PAVEMENT.

11) ALL PERMANENT FINAL PATCHES SHALL BE RECTANGULAR OR CIRCULAR IN SHAPE AND CONSTRUCTED TO BE PARALLEL AND PERPENDICULAR TO THE ROAD CENTERLINE.

12) CONTROLLED DENSITY FILL (CDF) SHALL BE REQUIRED ON ROADWAYS WHERE DIFFICULT SUBSURFACE CONDITIONS ARE ANTICIPATED AND SHALL BE PLACED IN ACCORDANCE WITH WSDOT STANDARD

13) FOR PERMEABLE PAVEMENT ALTERNATIVES SEE PIERCE COUNTY STORMWATER MANAGEMENT AND SITE DEVELOPMENT MANUAL. MINIMUM RESTORATION LIMITS DETERMINED BY THE ENGINEER.

UTILITY PATCH

SHEET 2 OF 2

PC.A7.2