



City of Tacoma, WA

**TACOMA WATER
REQUEST FOR BIDS**

**PULLING AND CLEANOUT OF SOUTH TACOMA WELLS
PHASE I**

SPECIFICATION NO. TW22-0155N



**City of Tacoma
Tacoma Water**

**REQUEST FOR BIDS TW22-0155N
Pulling and Cleanout of South Tacoma Wells – Phase I**

Submittal Deadline: 11:00 a.m., Pacific Time, Thursday, September 15, 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, sendbid@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

Submittal Delivery: Unsealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

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

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

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

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

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

Project Scope: Cleanout and testing of four large (3,000-5,000 gallons per minute) municipal drinking water production wells during 2022-2025. Also includes pulling and reinstalling the pump, motor, and column pipe. Management of potentially turbid water discharged during pump testing, as well as recoating of column pipe, are part of the work as well.

Estimate: \$300,000

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

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

Title VI Information:

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

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

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



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

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SUBMITTAL CHECK LIST

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

The following items make up your submittal package:	
Signature Page (Appendix C)	
Price Proposal Sheet (Appendix C)	
Certification of Compliance with Wage Payment Statutes (Appendix C)	
State Responsibility and Reciprocal Information (Appendix C)	
Sustainability Form (Appendix C)	
Equity in Contracting Utilization Form (Appendix C)	
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After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance and related endorsements	
Local Employment and Apprenticeship Training Program (LEAP) Forms and Submittals for Public Works Contracts	

1. SPECIAL REMINDER TO ALL BIDDERS

HEALTH & SAFETY: Be sure to comply with all City of Tacoma health and safety requirements.

1. This project has been deemed to be an essential project by the City of Tacoma and it is anticipated that the contract will be operational during the COVID-19 outbreak. Therefore the contractor shall complete a health and safety plan describing how the contractor will complete the work while combating the COVID-19 spread (social distancing practices) and what Personal Protective Equipment (PPE) will be in place.

PLEASE NOTE: Be sure you have complied with all specifications and requirements and have signed all required documents.

YOUR ATTENTION IS PARTICULARLY CALLED to the following forms, which must be executed in full before the bid is submitted:

1. BID PROPOSAL: The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
2. SIGNATURE PAGE: To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.
3. SUSTAINABILITY: To be filled in by the bidder.
4. STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
5. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
6. EQUITY IN CONTRACTING: See Appendix C.
7. DEMONSTRATION OF EXPERIENCE FORM: Minimum of 3 required.

POST AWARD FORMS EXECUTED UPON AWARD:

- A. CONTRACT: Must be executed by the successful bidder.
- B. PAYMENT BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- C. PERFORMANCE BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- D. CERTIFICATE OF INSURANCE: Shall be submitted with all required endorsements.
- E. GENERAL RELEASE.
- F. LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):
See Appendix E

CODE OF ETHICS: The successful bidder agrees that its violation of the City's Code of Ethics contained in TMC Chapter 1.46 shall constitute a breach of the contract subjecting the contract to termination.

2. SPECIAL NOTICE TO BIDDERS

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

1. Is from a state that provides a percentage bid preference to its resident contractors bidding on public works projects, and

2. Does not have a physical office located in Washington at the time of bidding on the City of Tacoma public works project.

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - b. Have a current Washington Unified Business Identifier (UBI) number;
 - c. If applicable, have:
 - i. Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;

- v. An elevator contractor license, if required by Chapter 70.87 RCW and;
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.

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

B. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

C. DETERMINATION OF BIDDER RESPONSIBILITY

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

3. DESCRIPTION OF WORK

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish a contract with a qualified vendor to fulfill the City's needs for pulling, cleanout, testing, and reinstallation of Wells 1B, 3A, 5A, and 6B, which are all located in South Tacoma. See also Section 21.1 Scope of Work. Contract will be awarded to the lowest responsive and responsible bidder based on price, product quality and availability.

4. CALENDAR OF EVENTS

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

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

Publish and Issue RFB	8/15/2022
Question Deadline:	8/24/2022
City Response to Questions:	8/31/2022
Submittal Due Date:	9/15/2022
Anticipated Award Date:	9/29/2022

5. INQUIRIES

5.1. Questions should be submitted to Tisha Rico, Senior Buyer via email to trico@cityoftacoma.org. Subject line to read:

TW22-0155N – Pulling and Cleanout of South Tacoma Wells – VENDOR NAME

5.2. Questions are due no later than 3 pm on the date indicated in the Calendar of Events.

5.3. Questions marked confidential will not be answered or included.

5.4. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.

5.5. The answers are not typically considered an addendum.

5.6. The City will not be responsible for unsuccessful submittal of questions.

5.7. Written answers to questions will be posted in the event approximately one week after the question deadline.

5.8. The City does not accept questions via Ariba.

6. PRE-BID MEETING

A pre-bid meeting will not be held.

7. DISCLAIMER

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

8. DELIVERY

8.1. Delivery shall be to the respective project sites detailed in the table below.

Well ID	Street Address	City, State, ZIP	Access via
1B	3102 S 63 rd St	Tacoma, WA 98409	S Alder St at S 63 rd St
3A	7815 S Warner St	Tacoma, WA 98409	S Cedar St at S 76 th St
5A	3251 S 56 th St	Tacoma, WA 98409	S 56 th St at S Clement Ave
6B	4331 S Tacoma Way	Tacoma, WA 98409	S Tacoma Way at S 44 th St

Each vendor will be required to submit a delivery timeline they can commit to. Purchase order delivery dates will reflect this timeline. In the event a purchase order deliver date is not met, the City reserves the right to purchase these products elsewhere if they are in a time constraint. If constant late deliveries occur, the City may terminate the contract.

8.2. Hours of operation shall be Monday through Friday, 8:00 a.m. to 3:30 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

9. RESPONSIVENESS

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

10. AWARD

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

All other elements or factors, whether or not specifically provided for in this specification, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.

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

1. Compliance with specification.

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

11. PREVAILING WAGE INFORMATION

If this project requires prevailing wages under chapter 39.12 RCW, any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project sites are located in Pierce County.

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

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

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

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

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

REQUIRED FILINGS

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

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

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the

Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://secure.lni.wa.gov/> or by visiting their MY L&I account.

12. INSPECTION

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

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

13. INSURANCE REQUIREMENTS

Successful proposer will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements document applicable to the services, products, and deliverables provided under the solicitation. The City of Tacoma Insurance Requirements document is fully incorporated into the solicitation by reference. See Appendix E.

14. APPROVED ITEM EQUIVALENT

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

15. GENERAL PROVISIONS

City of Tacoma General Provisions apply. See Appendix C.

16. COMPLIANCE WITH SPECIFICATIONS

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

17. MATERIALS AND WORKMANSHIP

The successful bidder shall be required to furnish all materials necessary to perform contractual requirements. Materials and workmanship for this contract shall conform to all codes, regulations and requirements for such specifications contained herein and the normal uses for which intended. Material shall be manufactured in accordance with the best commercial

practices and standards for this type of goods. All literature and products must be packaged and labeled to sell in the United States.

18. ENVIRONMENTALLY PREFERABLE PROCUREMENT

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

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

- Reduction of pollutant releases
- Toxicity of materials used
- Waste generation
- Greenhouse gas emissions, including transportation of materials and services
- Recycle content
- Comprehensive energy conservation measures
- Waste management reduction plans
- Potential impact on human health and the environment

19. LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

Tacoma Municipal Code section 1.90 applies. See Appendix E.

There is a 15% LEAP requirement on this solicitation. The City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the LEAP Office for assistance in locating qualified employees. Visit the LEAP website for more information.

20. EQUITY IN CONTRACTING

The Equity in Contracting requirements are stated in Appendix C. The City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See the **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

21. SECTION 2 – TECHNICAL PROVISIONS

21.1 SCOPE OF WORK

Tacoma Public Utilities (TPU), Water Division (Tacoma Water, also referred to as the owner) is requesting qualifications and quotations for the cleanout and testing of four of their drinking water production wells. This also includes pulling and reinstalling the pump, motor, and column pipe. Management of potentially turbid water discharged during pump testing, as well as recoating of column pipe, are part of the work as well. A tentative schedule is listed below:

Table 1 – Tentative Schedule

Well ID	Tentative Start	Tentative Finish
6B	Autumn 2022	Spring 2024
5A	Spring 2023	Autumn 2024
1B	Summer 2023	Spring 2025
3A	Autumn 2023	Summer 2025

Cleanout and redevelopment shall be accomplished via surge-and-bail techniques using a cable-tool drilling rig.

Well details are shown in Appendix A. Construction diagrams and water well reports for each of the wells are included in Appendix B.

Prospective bidders must demonstrate project experience with the cleanout, redevelopment, and testing of similar-sized wells and provide a list of equipment proposed to be used for this project.

21.2 GENERAL

21.2.1 Pre-Construction Meeting

A Pre-construction meeting will be scheduled by the Tacoma Water Construction Operations Manager following review by TPU Legal, Finance Department, Small Business Enterprise Office, for contracts over \$500,000 approval by Contract and Awards Board, and the Tacoma Public Utility Board is required. The meeting agenda will cover contract compliance, safety, and construction. The contractor is encouraged to have representatives from their subcontractors and on-site forepersons in attendance. A City contact list will be provided to the contractor at this time.

In addition to the contract, the payment bond, the performance bond, insurance, and other documentation that is required during the contract execution process the contractor shall submit the following construction documents prior to, or at, the preconstruction meeting.

1. Materials Submittals (coatings, etc.)
2. Mercury-Sealed Motor Temporary Storage Plan

3. Storage Site (if applicable)
4. Emergency Contact List
5. Construction Schedule (updated quarterly)
6. Prime Contractor LEAP Utilization Plan

21.2.2 Planning the Work

The contractor shall submit, in writing, a plan and schedule of their work. Approval of this plan and schedule from the Engineer must be obtained before proceeding.

Once a contract is signed, the contractor shall begin work onsite at the first well within 60 calendar days.

Each well has 2 mobilizations planned. The first is to pull, clean, and test pump the well; the second is to reinstall the pump after the equipment has been renewed. The work under each mobilization shall be completed within 45 calendar days of beginning.

The second mobilization on each well shall occur within 60 calendar days after notice from the owner that PumpTech has obtained renewed pumping equipment. Assumptions were made in Table 1 about how long it will take to obtain new and rebuilt Byron Jackson pumping equipment. In the event the timing for this varies, the owner may elect to reschedule reinstallation of pumping equipment at no additional cost to the owner. See also Section 21.5.1.1 Owner's Subcontractors and Section 21.5.6 Installation of Permanent Pump and Motor

No more than 2 wells may be removed from service during any 6-month period, and all 4 wells shall be pulled within 15 months of the date the contract is signed, unless otherwise approved by the owner. In the event of a drought or other unusual operational issues, the owner may elect to postpone pulling of additional wells until the concerns are resolved at no additional cost to the owner.

The contractor may deviate from the Technical Provisions only after providing a written work plan describing in detail the evaluation process and methods. If an alternative (different arrangements, equipment, etc.) is proposed, review and approval of the plan must be obtained from the owner prior to any work starting.

21.2.3 General Specifications

All materials furnished under this Contract shall be new and meet or exceed the State of Washington Department of Ecology Standards for the Construction and Maintenance of Wells, WAC Chapter 173-160.

The latest edition of the American Water Works Standard A100, "AWWA Standard for Water Wells," is incorporated herein by this reference.

Any part of the work not specifically covered by these Specifications (such as submittals and schedules) shall comply with the applicable sections of the: 2022 M41-10 Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction (2022 Standard Specifications), American Water Works Association (AWWA) Standards and Manuals, manufacturer's printed specifications and instructions, laws of the State of Washington, and regulations of Tacoma Water. 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:

<https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/manuals/standard-specifications-road-bridge-and-municipal-construction>.

If a contract is awarded pursuant to bid submitted in response hereto, other City of Tacoma Departments/Divisions shall have the right to enter into contracts or issue purchase orders based on the unit prices stated in said bid during the contract term, provided that such additional contracting or purchasing off of bids for labor and services shall require the bidder's further acceptance.

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

1. Addenda
2. Proposal Form
3. Technical Provisions
4. General Provisions
5. Contract Plans/Drawings
6. AWWA Standards
7. State Laws and Codes
8. State General Special Provisions
9. Amendments to the Standard Specifications
10. Standard Specifications

See also Section 2.02 Conflicts in Specifications in the General Provisions for more information about inconsistencies and conflicts in specifications.

21.2.4 Site Location Investigation

The contractor shall satisfy themselves as to the conditions existing within the project area, the type of equipment required to perform the work, the obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Drawings and Specifications. While this Specification indicates potential minimum sizes for some equipment, it is up to the contractor to choose the actual size of all equipment, as well as the appropriate means and methods necessary to perform the work.

Any failure of the contractor to acquaint themselves with the available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The owner assumes no responsibility for any conclusions or interpretation made by the contractor based on the information made available by the owner.

21.2.5 Temporary Facilities

Modest domestic amounts of water and 120V power will be available on site and provided by Tacoma Water at no charge. Similarly, 480V power sufficient for the existing motor at each site is provided. All other utilities and services needed by the contractor to implement the required and/or optional elements of these Specifications will be provided or obtained by the contractor, with any and all incurred incidental to this contract, unless specifically listed in a bid item.

Additional 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.

The contractor shall provide adequate chemical toilet facilities for all those connected with the work. The facility shall be located where directed when work is started and kept in sanitary condition. They shall be approved portable units serviced on a regular basis by a reputable rental agency. The facility shall be removed when directed.

21.2.6 Workmanship

Work shall be performed in a workmanlike manner, by craftsmen skilled in the particular trade, according to best method known for each craft. Work shall be performed in accordance with the Engineer approved Plans, Specifications, Manufacturers' recommendations, and the best practices of the trade. Completed work shall present a neat and finished appearance.

21.2.7 Materials

Unless otherwise indicated, provide all high quality, new and unused materials, free from any defects, and suitable for the intended use and the space provided. All materials shall be the best available for the purpose intended as dictated by the best current engineering practice. Materials shall be approved by the latest Standards of American Society for Testing Materials (ASTM) and American Water Works Association (AWWA), wherever standards have been established by those organizations.

Furnish and install all incidental items not specifically shown or specified, which are required by good practice to provide a complete and fully operational system. Where

two or more units of the same class of material or equipment are required, provide products of a single manufacturer/supplier.

21.2.8 Storage and Security

All materials and equipment to be used or reused in the work shall be handled and stored by the contractor in a manner to prevent warping, twisting, bending, breaking, chipping, rusting and any injury, theft, or damage of any kind whatsoever to the material or equipment. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work and the contractor shall receive no compensation for the damaged material or its removal.

Security provided shall be at the sole discretion and expense of the contractor. The contractor shall be responsible for any damage pursuant to Section 2.05A Indemnification in the General Provisions. The owner will not provide security at this project site or for the project in general. The sole responsibility for security rests with the contractor at the contractor's sole expense.

21.2.9 Landscape Protection

Care shall be taken to protect existing landscaping, trees, pavement, etc. The work shall be conducted in such a manner to not injure any plant or destroy other improvements adjacent to the construction.

The contractor shall remove any unnecessary debris and leave landscaping areas in a prepared fashion and complete any necessary landscape restoration. Trash of any kind shall be removed and not placed in areas adjacent to the project.

21.2.10 Vehicular and Pedestrian Traffic

At wells where work will impact adjacent sidewalk or the Water Ditch Trail, coordinate with the Tacoma Water Pumps & Storage Supervisor at least 14 calendar days in advance so Tacoma Water can provide the required signage to redirect pedestrian and wheelchair traffic.

Any traffic control beyond the above would be the responsibility of the contractor. Refer to "The Traffic Control Handbook" for requirements; located at:

http://www.govme.org/download/PDF/Traffic_Control_Handbook.pdf.

The contractor is advised these sites are along what are normally public trails and sidewalks. While the owner will provide basic signage to redirect pedestrians, any additional fencing, cones, and other measures to secure the site are the responsibility of the contractor. The contractor shall take precautions to avoid harm to individuals who may happen to enter the work area.

21.3 ENVIRONMENTAL COMPLIANCE

21.3.1 General Controls

During execution of work, the contractor will daily clean the site and dispose of waste materials, debris, and rubbish to assure that the area is maintained free from accumulations of waste materials and rubbish.

The contractor shall conduct their operations and activities in such a manner to provide dust and smoke control. No fuel shall be used nor shall any operation be conducted which shall emit into the atmosphere any smoke which is defined as equal to Ringlemann No. 2 or darker. No operation shall be conducted which will emit into the atmosphere any flying dust, ash, or dirt which is noticeable to humans or which might constitute a nuisance.

During the project, the contractor will avoid contamination of the project area. Waste oil, rubbish or other hazardous or non-hazardous materials will be disposed of in accordance with state and local ordinance. There will be no dumping of these materials on the ground.

The contractor shall comply with applicable Federal, State, and local laws, ordinances and regulations concerning the prevention, control, and abatement of excessive noise. The contractor may be required to provide sound reduction barriers, baffling or additional muffling as determined by the Engineer. The cost for any sound abatement equipment required shall be incidental to the contract.

21.3.2 Liquid Discharges

The activities in this section shall include all work that will require stormwater permit coverage, or waste water management under Environmental Protection Agency, Department of Ecology, County or City of Tacoma regulation triggered by work performed by the contractor or under the direction of the contractor which may include but not limited to; ground disturbing activity of 1 acre or more, construction or maintenance activity on City of Tacoma owned property, construction dewatering, and/or waters generated during project process.

This section is to establish minimum responsibilities and requirements to be used when stormwater permit, stormwater management, construction dewatering, and/or process waste waters are generated by the contractor.

All ground disturbing activities shall be managed in accordance with the standards in WAC 173-220 and CFR 40.

All contract activities occurring on City of Tacoma owned property inside King and Pierce County shall be managed in accordance with the standards in City of Tacoma Municipal Code Title 12, Department of Ecology Phase I Municipal Stormwater Permit, and City of Tacoma Stormwater Management Plan.

All dewatering and waste waters generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-303 and WAC 173-350.

The contractor shall assume the following:

1. Responsible for securing permits/notice/registration and all associated permits/notice/registration requirements triggered by work performed by the contractor or under the direction of the contractor.
2. Responsible for securing transfer/partial coverage for any existing permits/notice/registration triggered by work performed by the contractor or under the direction of the contractor.
3. The cost of permits/notice/registration associated plan development, sampling, reporting and requirements shall be considered as part of the execution of this contract and shall be incidental to the specific proposal item.
4. Additional sampling and analysis of materials and/or waste by the contractor may be necessary for the determination of proper handling and disposal requirements in accordance with the standards in WAC 173-303 and shall be incidental to the specific proposal item.

21.3.2.1 Codes, Laws, and Regulations

The following laws, codes, and regulations shall be followed when dealing with wastewater, and stormwater management:

1. Washington State Legislature 90.48 RCW and Department of Ecology Chapters 173-220 WAC, 173-303 WAC, 173-350 WAC,
2. Code of Federal Regulations Chapter 40.
3. City of Tacoma Municipal Code Title 12

21.3.2.2 Special Approved Discharge Permit

The contractor shall be responsible for securing coverage under a City of Tacoma Special Approved Discharge (SAD) Permit for any discharges to sanitary sewers or storm sewers, and providing copies of all permit documents to the owner prior to any discharges.

The contractor shall be responsible for development, implementation, and management of all permit required plans, programs, and procedures.

The contractor shall be responsible for all permit required inspections.

The contractor shall be responsible for the sampling and analysis of all stormwater discharges required under the Permit.

Testing shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved Methodologies for all testing required for waste determination.

The contractor shall be responsible for all reporting required in permit.

The contractor shall be responsible for all Notices of Violation and agency enforcement actions resulting from the contractor activity or activity under the direction of the contractor.

The contractor shall report the results of all agency permit inspections and Notice of Violation to the owner within 5 business days of receipt.

The contractor shall develop a written Corrective Action plan describing in detail the Non-compliance event, current status of compliance and steps(s) and process(es), with a schedule of completion dates, that will be used to bring project activity into compliance for all City of Tacoma, Department of Ecology, and Environmental Protection Agency issued permit inspections and Notice of Violation identifying non-compliance status. The Corrective Action plan shall be provided to the owner within 10 business days of receipt of permit inspections and Notice of Violation notice. The owner must review and approve the plan prior to any work resuming.

For more information about SAD permits, refer to the City of Tacoma Wastewater Permits and Manuals webpage located at:

https://www.cityoftacoma.org/government/city_departments/environmentalservices/wastewater/wastewater_permits_and_manuals.

Also, below is a link to a sample SAD permit (for SR167/70th Ave):

https://www.cityoftacoma.org/UserFiles/Servers/Server_6/File/cms/enviro/Wastewater/SAD/20-004%20WSDOT%2070th%20Ave%20Bridge.pdf.

21.3.2.3 Dewatering and Wastewater

The contractor shall be responsible for appropriately handling, storage, transportation, and disposal of all wastewater (including dewatering activity) generated and/or encountered under this contract.

The contractor shall be responsible for the sampling and analysis of all wastewater (waste streams) generated.

Wastewater must be sampled, analyzed, and profiled in accordance with waste designation and profiling requirements of planned disposal location. Additional testing may be required by city/county/state/federal oversight agency. This testing must be completed prior to any wastewater transportation and/or disposal efforts are performed.

Analytical testing shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved Methodologies for all testing required for waste determination.

The contractor shall report all proposed wastewater characterizations / profiling with the owner prior to any wastewater transportation and/or disposal efforts are performed. The contractor may deviate from this approach only after providing a written work plan describing in detail the evaluation process and methods. If an alternative is proposed the owner must review and approve the plan prior to any work starting.

The contractor shall report all proposed wastewater disposal locations with the owner prior to any wastewater transportation and/or disposal efforts are performed. The contractor may deviate from this approach only after providing a written work plan describing in detail the handling, storage, and disposal location(s) and process(es) that will be used. If an alternative handling, storage, or disposal method is proposed, the owner must review and approve the plan prior to any work starting.

21.3.3 Waste Management

The activities in this section shall include all work that will require handling, storage, sampling, disturbance, removal, transportation, designation, and/or disposal of hazardous materials and hazardous wastes which may include soil and hazardous substances.

This section is to establish minimum practices to be used for the generation (including soil excavation), handling, storage, and disposal of potentially hazardous materials that may be encountered, and/or generated by the contractor.

All non-hazardous solid wastes generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-350. All hazardous materials and wastes generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-303.

The contractor shall assume the following:

1. Additional sampling and analysis of materials and/or waste by the contractor may be necessary for the determination of proper handling and disposal requirements in accordance with the standards in WAC 173-303.
2. The cost of removal, handling, storage, sampling, analysis, transportation, and disposal of contaminated and/or hazardous materials and hazardous wastes as part of the execution of this contract shall be incidental to the specific proposal item.

21.3.3.1 Codes, Laws, and Regulations

The following laws, codes, and regulations shall be followed for the removal of soils, hazardous materials, and stormwater management:

1. Washington State Department of Labor and Industries Chapters 296-155 WAC, 296-24 WAC, 296-62 WAC
2. Washington State Department of Ecology Chapters 173-303 WAC, 173-304 WAC, 173-350 WAC
3. Code of Federal Regulations Chapters 29 and 40.

21.3.3.2 Management and Analysis of Wastes

The contractor shall be responsible for appropriately handling, transporting, and disposing of all hazardous wastes generated and/or encountered under this contract.

The contractor shall be responsible for the sampling and analysis of all waste materials (waste streams) generated.

Hazardous wastes must be sampled, analyzed, and profiled in accordance with Washington Department of Ecology waste designation requirements as codified in WAC 173-303.

Testing shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved Methodologies for all testing required for waste determination.

The contractor shall report all proposed waste characterizations with the engineer prior to any waste transportation and/or disposal efforts are performed. The contractor may deviate from this approach only after providing a written work plan describing in detail the evaluation process and methods. If an alternative is proposed the owner must review and approve the plan prior to any work starting.

The contractor shall report all proposed hazardous waste disposal locations with the engineer prior to any waste transportation and/or disposal efforts are performed. The contractor may deviate from this approach only after providing a written work plan describing in detail the handling, storage, and disposal location(s) and process(es) that will be used. If an alternative handling, storage, or disposal method is proposed, the owner must review and approve the plan prior to any work starting.

Testing and waste characterizations may not be required if the waste materials are managed under a Department of Ecology approved recycling exemption (e.g. recycling of scrap steel without removal of coating, recycling of used concrete).

21.3.3.3 Execution

Any hazardous waste removal work shall be performed by workers that have completed all required training activities and are knowledgeable in the removal of hazardous waste materials.

The contractor shall follow all requirements of the above codes and regulations to protect all people who may enter the work area during hazardous waste removal.

All requirements of the county health department(s) shall be followed at all times.

The contractor shall furnish and require use of respiratory equipment and special protective clothing for all employees exposed to airborne contaminants or other hazardous materials.

The contractor shall be responsible for the removal, encapsulation and disposal of all hazardous waste materials disturbed, managed, and/or generated under this contract.

21.4 SITE LOCATIONS

21.4.1 Well 6B (Bid Schedule A)

Tacoma Water's Well 6B is located along the east side of South Tacoma Way, 400 feet south of the intersection of S. 43rd St. and South Tacoma Way in the City of Tacoma. Well 6B is outdoors, approximately 35 feet south of the Well 6B wellhouse, and is 260 feet to the south of Well 11A. 6B is 24 inches in diameter and 153 feet deep. It is screened with 22-inch diameter stainless steel screen between 83 and 108 feet below ground. The static water level is approximately 46 feet below ground.

Table 2: Well 6B Screen

Depth Range	Description
83 - 88	Variable Wrap 0.040-inch to 0.100-inch
88 - 93	Variable Wrap 0.100-inch to 0.200-inch
93 - 103	0.250-inch
103 - 108	0.100-inch

Recent testing of Well 6B indicates that its efficiency has declined from when it was constructed. Well 6B currently experiences significant decreases in production late in the dry season or when nearby Well 11A runs. Modifications such as changing the length of the column pipe may be needed during this project to address the issue.

It is anticipated that water from initial test pumping can be discharged to the nearby blowoff pit.

21.4.2 Well 5A (Bid Schedule B)

Tacoma Water's Well 5A is located along the Flume Line Trail, approximately 185 feet south and 145 feet east of the intersection of S. 54th St. and S. Lawrence St., in the City of Tacoma. Well 5A is 26 inches in diameter and 376 feet deep and is located inside a wellhouse. It is completed with 186 feet of perforated 26-inch casing, the zones with casing perforations are detailed as follows:

Table 3: Well 5A Perforations

Depth Range	Description
65 - 135	16 perforations/round at 9" spacing
160 - 210	14 perforations/round at 9" spacing
247 - 262	14 perforations/round at 10" spacing
273 - 324	14 perforations/round at 10" spacing

Overhead power and a large oak tree may impede wellhead access for redevelopment, although the tree was recently trimmed by Tacoma Public Utilities to reduce conflicts.

Measures may be considered during redevelopment to provide aquifer separation inside the well casing. Records indicate a metal shroud is around the existing pump. It is expected to be a steel cylinder, almost equal to the well casing diameter, non-penetrable from the top and open at the bottom.

Recent testing did not indicate a significant decline in well performance, though the well is not currently pumped at the rates that it has historically produced. A slight amount of sand was noted during the recent pumping test.

Given age and construction of Well 5A, Tacoma Water does not intend to complete extensive casing brushing and redevelopment activities. We have provided an estimated quantity of hourly work for bidding purposes. Unit pricing provided in the bid will apply to any additional work.

There is no blowoff pit onsite at Well 5A, so a temporary 16,000-gallon tank is proposed to receive water produced during initial testing. Also, the contractor will need to obtain and comply with a Special Approved Discharge permit from City of Tacoma Environmental Services to allow temporary discharge to nearby sanitary and storm sewer manholes after the well casing and screens are cleaned.

21.4.3 Well 1B (Bid Schedule C)

Tacoma Water's Well 1B is located along the west side of the Flume Line Trail and S. Clement Ave., approximately 275 feet east of the intersection of S. 63rd St. and S. Alder St. in the City of Tacoma. Well 1B is in a buried vault, approximately 200 feet south of the South Tacoma Pump Station, and approximately 75 feet north of the electrical shack for this well. 1B is 30 inches in diameter and 290 feet deep. It is screened with 24-inch diameter stainless steel screen between 168 and 285 feet below ground. The static water level is approximately 38 feet below ground.

Table 4: Well 1B Screen

Depth Range	Description
168 - 193	0.200-inch
250 - 265	0.200-inch
265 - 285	0.120-inch

Recent testing of Well 1B indicated that its efficiency declines slightly at higher pumping rates. No significant sand production was noted during testing.

Water from initial test pumping can be discharged through the blowoff to the large overflow basin to the north.

21.4.4 Well 3A (Bid Schedule D)

Tacoma Water's Well 3A is located along the Flume Line Trail, approximately 1,500 feet southwest of the intersection of S. 76th St. and S. Cedar St., in the City of Tacoma. Well 3A is 26 inches in diameter and 312 feet deep and is located inside a wellhouse. The static water level is approximately 39 feet below ground. It is completed with 159 feet of perforated 26-inch casing, the zones with casing perforations are detailed as follows:

Table 5: Well 3A Perforations

Depth Range	Description
59 – 89	16 perforations/round at 12" spacing
89 – 139	12 perforations/round at 12" spacing
220 – 239	10 perforations/round at 12" spacing
250 – 280	16 perforations/round at 12" spacing
280 – 304	10 perforations/round at 12" spacing
304 – 310	16 perforations/round at 12" spacing

Overhead power may complicate wellhead access for redevelopment.

Measures may be considered during redevelopment to provide aquifer separation inside the well casing. A metal shroud is known to be around the existing pump. It is a steel cylinder, almost equal to the well casing diameter, originally non-penetrable from the top and open at the bottom. A cut through the wall and the top of the shroud was made in 2010 to install a new power cable.

Recent testing did not indicate a significant decline in well performance, though the well is not currently pumped at the rates that it has historically produced. A slight amount of sand was noted during the recent pumping test.

Given age and construction of Well 3A, Tacoma Water does not intend to complete extensive casing brushing and redevelopment activities. We have provided an estimated quantity of hourly work for bidding purposes. Unit pricing provided in the bid will apply to any additional work.

The blowoff ditch at Well 3A has limited capacity, so a temporary 16,000-gallon tank is proposed to receive water produced during initial testing. Also, Tacoma Water plans to adjust valves in the downstream piping to allow Well 3A to temporarily discharge during test pumping to the large basin near Well 1B and South Tacoma Pump Station.

21.5 CONSTRUCTION

21.5.1 General

21.5.1.1 Owner's Subcontractors

The owner's contract Hydrogeologist, Robinson Noble, Inc. will be providing hydrogeological services and directing the selected contractor's well cleanout, redevelopment, and testing efforts. Well Scan of Washington, Inc., as a subcontractor to Robinson Noble, will perform video camera inspection of wells.

The owner's subcontractor PumpTech, LLC will provide technical guidance during removal/reinstallation of and perform maintenance and repairs on (but not construction services or removal of) the existing pumps and motors. All proprietary Byron Jackson equipment will be obtained through PumpTech.

All work by these subcontractors will be at the direct expense of the owner, unless related to any rework or damage due to actions of the contractor.

21.5.1.2 Changes

The work is being bid out to include what is reasonably anticipated to properly renew the equipment, which is decades old. Much about the condition of the existing facility will remain unknown until after the contractor pulls the pump out above ground, cleans inside the well casing, and test pumps the well afterward. Unit prices are specified for many items to allow flexibility to address the uncertainties in bringing the site back up to current Tacoma Water standards.

The condition of the well casing or other equipment may be found to be so poor that work on the site is terminated early, and a new project needs to be developed separately. Or site conditions could be more favorable than estimated, and not all the units or dollars estimated may be needed. Per Section 3.10 Changes in the General Provisions, when work or bid items are deducted, reduced or eliminated, it is agreed that no payment will be made to contractor for anticipated profit.

21.5.2 Pump Removal

Work performed under this Contract shall initially involve the electrical disconnection (performed by the owner) and removal of the existing pump, motor, and other

appurtenances from each well (the owner shall also perform telemetry disconnection and power lockouts at each facility prior to the contractor performing the work).

The selected contractor will remove the pump at each well per the direction of PumpTech. The contractor shall utilize a mobile crane with ample lifting ability and have all the necessary tools and landing plates to handle column pipe in the diameters and depths described. Removing the pump includes disassembling the column pipe, removing the mercury-sealed submersible motor, handling all appurtenances, and securing this equipment (including covering to prevent contamination).

Work at a safe distance from all power lines. The Occupational Safety and Health Administration (OSHA) requires that equipment be kept at least 10 feet away from power lines with voltages up to 50kV. For lines with voltages higher than 50kV, the required distance is even greater. See also WAC 296-45. Cranes are required to take additional steps before beginning work (see OSHA Standards 29 CFR 1926.1400). Properly used temporary overhead line insulation sleeves or guards may be other options. Contact Tacoma Power or Tacoma Water to identify the voltage of power lines before you begin working.

21.5.2.1 Preparation

Prior to pulling each pump, the contractor shall provide a written submittal of how they will temporarily secure and store the motor vertically. Acceptance by the owner must be obtained prior to proceeding.

The contractor shall confirm availability of PumpTech and the owner at least 14 calendar days in advance. The contractor shall also obtain materials for shipping the motor, including shaft cap, power cap, and any bolts.

The contractor shall define and flag off designated work area to keep only involved work groups in the immediate work zone.

The owner will electrically disconnect power from the well head, perform lock out / tag out on the motor control center, and remove the water level probe in advance.

21.5.2.2 Column Pipe

Remove existing sounding tubes and motor cable as column pipe is removed. Take extra precaution to not drop sounding tube sections or banding material down well. Electrical power cable shall be kept rolled onto a spool. Keep discarded materials away from work zone.

The contractor shall unbolt remaining well head bolts and remove column piping in sections using adjustable blocks to rest pipe and disassemble. Unless needed immediately for test pumping or otherwise directed by the

owner, break down all column pipe (unscrew threaded joints, unbolt flanges, etc.), and securely store in an appropriate location. Depending on the condition or configuration of the existing column pipe, the owner may decide to not have the column pipe broken down or recoated.

Contractor laydown area shall be limited to Tacoma Water controlled property between the nearest street crossings unless the contractor makes other prior agreements. Items may not be stored on site for more than 14 calendar days unless otherwise directed by the owner. All transportation, lifting, stacking, arrangement, etc. is the responsibility of the contractor.

Pipe may be stored in the fenced area behind the Tacoma Water Annex at 3420 South 35th St, Tacoma, WA 98409. Coordinate with the Tacoma Water Pumps & Storage Supervisor at least 5 business days in advance for this.

If the existing pump column and couplings will be reinstalled for test pumping, the internal area of the column pipe shall be protected during storage with plastic end cap protectors (or plastic wrapped & taped) to the male and female threaded ends of each pipe section. In addition, the pump column pipe shall be stacked on supports above ground level and protected at the site while awaiting reinstallation by use of a canvas or plastic covering. Pipe with coatings shall be covered with blankets to protect against UV.

21.5.2.3 Mercury Seals

The existing Byron Jackson submersible pumps have liquid mercury seals, so the contractor must take special care to ensure no mercury spills. The contractor shall follow guidance from PumpTech and Byron Jackson, keep the motor secured vertically unless shipping caps have been attached, provide appropriate plastic containment to prevent any spilled mercury from contaminating the well site, and have a mercury spill kit on hand to use if mercury is observed.

The Environmental Compliance group at Tacoma Public Utilities shall be immediately notified if there is a mercury spill that escapes the containment area.

The contractor shall be responsible to remove, prepare, and load the pump and motor for transport to allow disassembly, cleaning, inspection, and/or repair by PumpTech. This includes requesting appropriate shipping caps from PumpTech in advance to allow the motor to be stored horizontally and transported.

21.5.3 Cleanout

Cleanout and rehabilitation scope will be further defined by the Hydrogeologist following the video inspection of each well. If required, redevelopment of a well will include mechanical surging of the screen areas and wire brush cleaning of the internal wetted areas of the well casing by the contractor.

The contractor shall be able to redevelop a well using a cable tool drill rig for both surge and bail redevelopment of the screen areas and wire brush cleaning of the well casing. Because some wells are located inside a pump house facility, a pump hoist or crane truck may also be required for this purpose.

21.5.3.1 Disinfection

The contractor shall control contamination of the wells during the project via disinfecting procedures as specified in Section 21.6 Disinfection.

During redevelopment/cleaning operations of each well, the facility may become contaminated by undesirable material that may unintentionally enter the well. During the cleaning operations, precautions shall be taken to minimize contamination. Immediately before installation into the well, all equipment (surge block, bailer, wire brush, cable etc.) shall be disinfected by the contractor. This shall be done by spraying all exposed areas of the equipment with a solution of sodium hypochlorite having a chlorine concentration of not less than 200 mg/L and allowing this solution to sit on all surfaces for at least 15 minutes.

21.5.3.2 Initial Inspection

After the pump and motor have been removed, the owner will coordinate the preliminary video inspection of the interior of the well casing and screens with Well Scan. A minimum of 48 hours of advance notice is required. Clean water shall be flushed into the well with a garden hose at least overnight prior to the inspection for optimal visibility. The video inspection will determine the general condition and assess whether or not mechanical redevelopment is necessary. The contractor must be present for the video inspection and will be provided a copy of the video and still images when the inspection is completed.

21.5.3.3 Bailing of Debris

Prior to mechanical surging and wire brushing, the contractor shall initially use a sand-pump bailer to remove existing encrustation debris and accumulated sediment from the bottom of each well (within the tail pipe area). During and after surging the well and wire brushing the casing, the contractor shall, as a final cleaning process, use the bailer to remove any additional loosened material accumulated at the bottom of each well during the cleaning process and bail the well until the water has cleared.

All water and spoils bailed from the well must be contained onsite in a minimum 4,000-gallon watertight box and disposed of offsite in accordance with local requirements.

21.5.3.4 Mechanical Surging

Mechanical surging with a surge block of the screened or perforated area of each well shall be performed by the contractor as described by Johnson Screens, *Groundwater and Wells, Third Edition: 2007*. To redevelop a well, the contractor shall utilize a typical surge block (surge plunger) which shall consist of appropriately sized rubber discs sandwiched between steel discs. Material brought into the well shall be removed periodically with a sand-pump bailer.

21.5.3.5 Wire Brush Cleaning

Wire brush cleaning, if recommended for the well by the Hydrogeologist, shall be performed by the contractor on the full length of the “wetted” casing interior surface area beginning at the static water level and down to the top of the screens or perforations with an appropriately sized wire brush constructed for the interior diameter of each well casing. Scale and encrustation brushed from the casing shall be removed periodically with a sand-pump bailer.

21.5.3.6 Final Inspection

The mechanical cleaning of each well shall be determined as acceptable by the Hydrogeologist after a final “on-site” video camera inspection of the screen and casing areas are shown to have adequate removal of encrustation. The well shall be made available by the contractor for at least a 24-hour period for all video camera inspections to be performed as necessary. The contractor shall give a minimum 48-hour notice to the owner of a well’s availability for video camera inspection.

If it is determined by the Hydrogeologist that any casing or screen surface area has not been adequately cleaned, the contractor shall resume wire brush cleaning or surging and bailing until adequate removal of encrustation is complete as determined by additional video camera inspection.

21.5.4 Test Pumping

Following the completion of the cleanout and redevelopment and the post-redevelopment well video, as well as determination by the owner that the condition of the well casing is adequate for continued use, the selected contractor will temporarily reinstall the well pump, motor, and column assemblies and appurtenances. This includes making all necessary electrical wiring reconnections of the motor assemblies.

21.5.4.1 Sounding Tubes

The test pump shall be run in with at least two, minimum 1-inch nominal I.D. PVC sounding tubes. The sounding tubes shall be strapped to the pump column at regular intervals and run to within 2 feet of the top of the pump. The sounding tubes must be installed such that water level instrumentation with an outside diameter of 0.87 inch can be installed to the required depth without fouling. The sounding tubes must be capped, and sufficient holes or cuts will be made in the tube wall to facilitate water entry.

21.5.4.2 Disinfection

The contractor during reinstallation shall disinfect down-hole equipment and the well in accordance with Section 21.6 Disinfection. Only food grade lubricants are authorized for use in the well.

21.5.4.3 Blowoff Pit or Tank

Initial discharge-to-waste will typically go into the existing earth-lined basin (blowoff pit) near the well. If this is not available or insufficient, the contractor shall provide a temporary, minimum 16,000-gallon tank and any necessary temporary piping from the blowoff to capture suspended sediments from test pumping the well. The contractor shall haul the initial water in the tank to an offsite location for proper disposal, unless directed otherwise by the owner. The contractor shall not discharge any pumping or discharge water directly or indirectly to a surface water body.

Where a 16,000-gallon tank is required, the contractor shall also provide piping and fittings to potentially decant water out of the tank to a suitable location as directed by the owner. This must include a flow meter and throttling valve to limit flow to what the downstream system can accommodate. A locking lid on the tank shall be included to prevent unauthorized entry. Provide, install, and maintain geotextile dewatering bags (UltraTech 9727-OS or owner-approved equal) to filter out sediment and silt from the water prior to discharge.

21.5.4.4 Well 5A

The outlet from the tank at Well 5A shall be initially directed to the nearby sanitary sewer manhole, and later directed to the blowoff line that goes to the storm sewer. See Appendix B.5.b. for these locations. It is anticipated that some of the water discharged to the tank can be gradually drained to the sanitary sewer system, and then later more flow can be sent to the storm sewer system. The process may vary at the discretion of the owner, in part depending on the turbidity and quantity of the discharge generated

before the well can be directed back to the municipal water production system.

The Contractor shall submit for, obtain, and comply with Special Approved Discharge permits from City of Tacoma Environmental Services to temporarily discharge water from Well 5A to nearby sanitary and storm sewer manholes. The purpose of these authorizations is to allow pump testing of wells that have just been cleaned, and to dispose of the water generated that has turbidity exceeding potable water standards. Refer to Section 21.3.2 Liquid Discharges and Appendix B.5 for additional information.

It is expected that any discharge to a sanitary sewer manhole shall not exceed 150 gpm, and total suspended solids will need to be measured. Any discharge to the storm sewer system shall not exceed 2,500 gpm, have a chlorine residual below 1 ppm, and have turbidity less than 25 ntu. Rainfall events may reduce the capacity of or prevent discharge to both the storm and sanitary sewer systems. A Construction Stormwater General Permit is not required.

21.5.4.5 Well 3A

The outlet from the 16,000-gallon tank at Well 3A shall be temporarily piped to the raw water production system (that is, to the 12" well discharge line on site). The temporary tank and all piping shall be disinfected consistent with the directions for well equipment detailed in Section 21.6 Disinfection. Prior to any discharge, allow Tacoma Water to perform bacteriological testing from the temporary tank and piping (as well as from the well discharge head for comparison) per the timing constraints described in Section 21.5.4.6. While some coliforms may be present in this case, samples must test negative for fecal coliforms and E. coli before proceeding. The onus of disinfection and good test results is on the contractor; any costs or delays for this will not be the responsibility of the owner. Also, the temporary tank must be covered to protect the tank and water from contamination.

In addition, contact the Tacoma Water Pumps & Storage Supervisor at least 5 business days in advance of test pumping, to allow the owner to adjust downstream valves to divert potentially turbid water from Well 3A to the large basin near Well 1B.

21.5.4.6 Bacteriological Testing

When the water discharged during test pumping clears up and appears to meet drinking water standards, allow Tacoma Water 2 business days to perform bacteriological testing. Samples cannot be taken after 1:30 PM, or

on a Friday, as the lab will not accept these. There will be no standby time paid while waiting during any of this time.

21.5.4.1 Production

After receipt of a satisfactory bacteriological test, water from additional test pumping shall be directed to production, then the well will be run at variable rates to prove both the capacity of the well and to determine if the water is free from sand. Flow rates during testing will be monitored with Tacoma Water's equipment, including the installed metering hardware and possibly a portable flow meter. Contact the Tacoma Water Pumps & Storage Supervisor at least 2 business days before running wells to production, as the owner will need to adjust the groundwater treatment system at Hood Street. No well shall be run to production at any time without prior owner approval.

21.5.4.2 Pull

Once pump testing is complete, the contractor shall pull the pump, motor, and column pipe again for renewal. Review Section 21.5.2 Pump Removal for further details.

21.5.5 Renewing Column Pipe

After test pumping, unless directed otherwise by the owner, the contractor shall have all column pipe, the collar, and the discharge head recoated prior to permanent reinstallation. When the surface plate assembly is out being recoated, the contractor shall secure the wellhead per Section 21.6 Disinfection.

Threads, bolts, and flange faces must remain uncoated. Tnemec Epoxoline Series FC22 shall be applied to the following:

1. Discharge column pipe and elbow and surface plate assembly outside diameters.
2. Discharge column pipe and elbow inside diameter.
3. Coupling outside diameter.

The surface shall be blasted to a surface preparation of SSP6 commercial blast cleaning and painted with no less than two coats of the specified fast drying, heavy duty, protective coating.

Epoxy coatings shall be applied in accordance with the manufacturer's directions and AWWA C210, latest version.

Any alternative coating shall be an NSF 61 approved modified polyamine epoxy. A submittal from the contractor and approval from the owner are required in advance.

Column pipe that has been damaged or has experienced excessive corrosion shall be replaced if directed by the owner; payment will be made as "Extra Materials". Any replacement column pipe shall be schedule 40 standard weight steel pipe ASTM A53, threaded or flanged at each end to match existing. The pipe sections shall be interchangeable with a maximum length of 20 feet.

The contractor shall provide LOCTITE 565 for sealing all threaded column pipe joints, or new matching gaskets for all flanged column pipe joints.

21.5.6 Installation of Permanent Pump and Motor

Due to lead times for repaired or replaced equipment, it may take significant time before permanent reinstallation can begin. The contractor shall begin reinstallation within 60 calendar days of notice from the owner.

The contractor during reinstallation/installation shall disinfect down-hole equipment and accommodate bacteriological testing by Tacoma Water in accordance with Section 21.6 Disinfection. The contractor shall test the permanent equipment per Section 21.7 Tests.

21.5.6.1 General

The contractor shall reinstall the well pump, motor, and column assemblies and appurtenances, or, if the situation dictates, installation on new owner-provided pump and/or motor, making all necessary electrical wiring reconnections of the motor assemblies. This includes obtaining and installing all appropriate new gaskets, assembling the column pipe with all bolts, and putting all appurtenances in their permanent configuration. Care shall be taken to prevent damage to the cable, sounding tubes, column pipe coatings, pipe threads, etc. during installation.

Pumps and motors shall be assembled under direct and constant supervision of a trained representative of the contractor. Skilled and experienced tradespersons shall perform assembly and placement of the equipment in each well.

21.5.6.2 Installation Review by Equipment Supplier

The contractor shall coordinate with PumpTech to make sure all appropriate gaskets, connection pieces, bolts, a new power cable, etc. are available when the pump is reinstalled.

The contractor shall also arrange for PumpTech to visit each well site and inspect, check, adjust, if necessary, and approve equipment installation. PumpTech shall be present when equipment is removed, installed, and placed in operation. Initial visits from PumpTech will be at the expense of the owner.

The PumpTech representative shall revisit each job site as often as necessary until all trouble is corrected and equipment installation and operation are satisfactory to the owner. If repeat or extended visits by PumpTech are necessary due to rework, these will be at the expense of the contractor.

21.5.6.3 Sounding Tubes and Power Cable

When the pump is reinstalled, all sounding tubes must be replaced with new tubes of the same diameter and length as the original, unless otherwise directed by the owner. New sounding tubes shall be Schedule 80 flush joint PVC and all materials used shall be NSF 61 compliant; payment will be made as "Extra Materials".

The sounding tubes shall be strapped to the pump column at 10- to 12-foot intervals and run to within 2 feet of the top of the pump. The contractor shall use ¾" Type 201 stainless steel strapping for this purpose. The sounding tubes must be installed such that instrumentation can be installed to the required depth without fouling. The sounding tubes must be capped, and sufficient holes or cuts will be made in the tube wall to facilitate water entry.

Similarly, the power cable must also be connected as the motor, pump, and column pipe are lowered. Use ¾" Type 201 stainless steel band to strap the power cable to the column at 10- to 12-foot intervals, as well as 1/8" thick red rubber sheet cut to an appropriate size for insulation between power cable and steel banding.

21.5.6.4 Electrical Motor Reconnections

The owner shall re-establish telemetry system operation and power for each pump and motor system and the contractor shall perform final operation and testing of the installed rehabilitated/repaired or replaced pump, motor, and appurtenant equipment.

The contractor shall be responsible for the disconnection and reconnection of the well motor wiring and ensure that the proper rotation of the motor and pump has been achieved after installation. All electrical connections must be made in the presence of a Tacoma Water electrician; contact the Tacoma Water Electrical I&C group at least 5 business days in advance to arrange for this.

The contractor shall complete appropriate megohm tests on the pump motor wiring from the point of attachment out to the pump motor and document resistance of all phases to ground and phase to phase as detailed in Section 21.7.1 Electrical Tests.

An “above ground” motor lead connection shall be made with compression lugs bolted together with stainless steel hardware. The motor lead connections shall be initially taped with 3M Scotch 33 tape, followed by a 3M Scotch rubber insulating matting, followed by an additional layer of 3M Scotch 33 insulating tape, and completed with final layer of anti-friction tape. The terminations shall be arranged so that they will not vibrate against the motor terminal junction box.

A “below grade” pump motor connection shall be made with a compression butt splice that is listed for the application. The splices shall be initially taped with 3M Scotch 33 insulating tape, followed with a listed heat shrink tubing that is suitable for underwater applications, and completed with a final layer of listed insulating tape that is suitable for underwater applications.

21.6 DISINFECTION

21.6.1 General Precautionary Measures

When the pump and motor assemblies have been removed, the contractor shall protect the well from the possibility of contamination. Whenever work at a well site is not being performed and the pump and motor assemblies have been removed from the well, the contractor shall install a protective cover plate over the wellhead to prevent vandalism and contaminants from entering a well.

During new equipment installation, a well may become contaminated by undesirable material that may unintentionally enter the well. Contamination may also be introduced on equipment, pipes or tools used during maintenance or equipment installation. During equipment installation and maintenance operations, precautions shall be taken to minimize contamination. Equipment, pump column, and any other items and materials that will be inserted in a well shall be used and stored in a manner that minimizes opportunities for contamination.

The contractor shall take full responsibility for any tools or equipment lost in the well. The contractor shall receive no payment for time and material for removal of lost tools and equipment and no compensation for replacement of equipment or loss of time. The owner may withhold a portion of payment due to compensate for the additional cost of inspection associated with loss of tools.

21.6.2 Well

Well disinfection includes chlorination of the standing water in the well, the interior casing above the static water level (SWL), the pump and associated piping, the well screen and gravel pack and the immediate area of the aquifer around the well screen. This procedure is not intended to provide disinfection of the aquifer beyond the immediate location of a well. Appropriate procedures for disinfection described herein

may expand beyond but are intended to complement the requirements of AWWA C654 "Disinfection of Wells".

Unless the contractor submits an alternative disinfection procedure, and this is subsequently approved by the owner, sodium hypochlorite shall be the only chemical means of chlorination used for well disinfection. Sodium hypochlorite contains approximately five percent (5%) to fifteen percent (15%) available chlorine when purchased fresh from the supplier.

21.6.3 Equipment and Material

The interior and exterior surfaces of each pump and motor assembly and column pipe, shall be clean and free of all dirt and other deleterious material. The contractor shall thoroughly disinfect these surfaces in accordance with the following requirements.

The contractor shall assure that each reused or new column pipe length made of bare steel is cleaned of all deleterious material before delivery to the work site by having the exterior and interior of each pipe length pickled in a solution of sodium hydroxide and neutralized. After pickling, all areas of the pump column pipe lengths shall be protected by a canvas or plastic covering (especially during transportation and storage). Do not pickle galvanized or epoxy coated steel.

After the column pipe has been delivered to a well site, and prior to its installation, the contractor shall again clean (pressure wash) each pipe section, both internally and externally, until each column pipe section is determined by the owner to be free of all deleterious material and film (such as dirt/dust, lubricants, oils, grease, tars, carbon emissions, etc.) which can accumulate on the pipe during transportation and/or storage. Care shall be taken after cleaning the pipe at the well site to continually protect it from contamination.

Each piece of pump column pipe shall also be disinfected before assembly by mechanically washing the exterior and swabbing the interior of each length with a sodium hypochlorite solution having a chlorine residual of not less than 200 mg/L.

All permanent reused or new down-hole pumping equipment (pump, motor, and seal) shall be disinfected just prior to its installation. This shall be done by spraying all exposed areas of the items with a solution of sodium hypochlorite having a chlorine concentration of not less than 200 mg/L.

All reused or new electrical cables, sounding tubes, bands, etc. shall be sprayed with the same concentration of sodium hypochlorite on all exposed areas during installation. The entire exterior surface of the pump column shall also be sprayed with the sodium hypochlorite solution during this installation procedure.

21.6.4 Equipment Installation

After the pump and motor assembly has been reinstalled and tested, the contractor shall add sodium hypochlorite into the well in a concentrated volume that will yield a minimum

calculated chlorine residual of 50 mg/L (but no greater than 100 mg/L) to at least twice the volume of water standing in the well casing. The water inside the well casing needs to be agitated and mixed by the contractor so chlorine is distributed evenly.

If possible, the chlorine solution should be introduced into the well in a manner that will allow contact of the disinfectant with the interior and exterior walls of the pump column and the interior wall of the well casing above the static water level.

After the sodium hypochlorite is added, a volume of potable water at least twice the volume of the liquid chlorine solution shall be flushed into the well through the same injection points. Care shall be taken to insure that contact of the potable water and the interior and exterior walls of the pump column and interior wall of the well casing is made.

21.6.5 Flushing

After an acceptable disinfectant retention time and acceptable intermediate chlorine residual has been achieved, the pump shall be operated to remove all the chlorinated water in the well. Measures to neutralize the chlorine to non-detectable, such as treatment with Vita-D-Chlor per the manufacturer's directions, shall be taken before disposing of this water.

The owner shall perform a chlorine residual test of the water discharged directly from the well and when zero (0) chlorine residual is measured, pumping shall continue to waste for a minimum of at least fifteen (15) additional minutes unless otherwise directed by Tacoma Water. After receipt of a satisfactory bacteriological test, water from additional test pumping shall be directed to production. There will be no standby time paid while waiting for bacteriological test results.

Contact the Tacoma Water Pumps & Storage Supervisor at least 2 business days before running wells to production, as the owner will need to adjust the groundwater treatment system at Hood Street. No well shall be run to production at any time without prior owner approval.

21.6.6 Repetition

Should the disinfection procedure yield unsatisfactory bacteriological test results, the contractor at their expense shall repeat the disinfection procedure until satisfactory test results are obtained. Failure to obtain satisfactory test results shall be considered a failure by the contractor to keep the well from becoming contaminated during construction or maintenance and/or to properly disinfect the well equipment and material installed within it.

21.7 TESTS

During and after permanent reinstallation, the contractor shall provide all material, equipment, labor, and supervision to perform the following operational equipment tests in the presence of a

representative of the owner and a representative of PumpTech. The PumpTech representative shall satisfy themselves that the installation and alignments are satisfactory.

It is the intent of these tests to assure that all electrical equipment as supplied and installed by the contractor is operational within the industry and manufacturer's tolerances and is installed in accordance with the design documents. If the test results indicate corrective measures are required, the contractor shall undertake all such corrective measures. No additional compensation will be paid for performing corrective measures unless it is shown that these are due to faulty equipment provided by PumpTech or the owner.

21.7.1 Electrical Tests

Resistance measurements shall be made after installation of each pump and motor with a circuit ohms test performed for each phase A-B, B-C, & C-A. This test shall be conducted using a megohm meter capable of generating 1000 volts to ensure the integrity of the insulation system. Resistance tests shall include:

- Both the conductors from the motor starter to the pump motor and the motor windings; and
- Insulation resistance of conductors and motor to ground.

Continuity tests shall be performed to ensure proper cable connection. Amp draws shall be made after installation of the pump and motor assembly and performed on each phase during operation. Voltage readings shall be performed on the pump motor during operation.

21.7.2 Permanent Pump Test

When the owner provides a rebuilt or new pump and motor, these will have been tested to certify operation of the equipment, and that the pump will deliver the specified flow rate at the specified total dynamic head. A copy of the tests will be provided by the owner to the contractor.

The contractor shall run a pump test in the installed condition to verify the pump design. Pressure gages and watt meter shall all be of a type certified by a recognized laboratory. The existing water flow meter installed at the pump station may be used, or the contractor may choose to provide and install an optional certified meter for this purpose. Volts and amps to each leg of pump current shall be recorded. The pump shall be run at system condition as close to design condition as possible. The pump curve shall be verified at a minimum of 3 points on the curve from shut-off head to the specified operating condition.

Contact the Tacoma Water Pumps & Storage Supervisor at least 2 business days before running wells to production, as the owner will need to adjust the groundwater treatment system at Hood Street. No well shall be run to production at any time without prior owner approval.

21.7.3 Installation & Test Report

The contractor shall coordinate with PumpTech to furnish to the owner a final "Pump/Motor Installation & Test Report" certifying that the repaired/rehabilitated or new equipment has been properly installed, is in accurate alignment, and is free from any undue stress imposed by connecting piping or anchor bolts and that the system has been operated under full load conditions and operated satisfactorily for the particular well application.

21.8 SITE RESTORATION

As part of demobilizing from each well site after each phase of work, the contractor shall restore the site. Following completion of redevelopment, disinfection, reinstallation/installation, and/or testing of a well pump and motor, each site shall be left in a clean and orderly condition acceptable to the owner. See also Section 3.11 Cleaning Up in the General Provisions.

Prior to demobilization, the contractor shall return the site back to conditions that are equal to or better than the original site conditions. This shall include removing mud, rocks, pits, holes, and planting grass and other similar cleanup activities to the satisfaction of the Engineer. All adjacent areas disturbed shall be thoroughly cleaned prior to final acceptance of the contract, including, but not limited to, the streets themselves. Upon completion of the restoration, the project shall appear uniform and finished in all respects.

The contractor shall remove all debris and excess materials used during the project and the site shall be left in a condition similar to when operations began. Disposal of non-useful material or equipment from this project as identified by the owner shall be removed from the site and disposed of by the contractor. The contractor shall properly dispose of any pipe or portions of pipe or any other material removed from a well that is declared surplus (for salvage) or is unwanted by the owner.

Failure of the contractor to perform these cleanup activities to the satisfaction of the Engineer shall authorize the owner to perform these tasks or have them performed under separate contract and deduct the cost of such activities from compensation due to the contractor.

21.9 MEASUREMENT & PAYMENT

Work performed under this Contract shall be paid for according to the Bid Items shown in the Proposal which are described as follows. Payment shall constitute full compensation for furnishing all plant, labor, equipment, and materials, and performing all operations required for the completion of the work, as specified in this Contract Document. Payment shall be made only for those items specifically shown in the Proposal and all costs which do not appear as an item shall be included into one or all of the Bid Items.

Each well site has its own bid schedule with its own unit prices. The bid items below are generalized. Some bid items may not be completed or paid, depending on the conditions discovered inside the well and the discretion of the owner.

1) First Mobilization and Demobilization

Billable at the rate of 70% of price bid when drilling starts and the final 30% when all equipment and materials are removed from the site and the site is left in a clean and orderly state. This item includes all compensation for site preparation, rig setup, and the fee for the Washington Department of Ecology Notice of Intent.

2) Pull Pump, Motor, and Column Pipe

Paid for work directed by Tacoma Water to include removal, disassembly, and placement into temporary storage of the column pipe and sounding tubes. Also consists of electrical disconnects and placement into temporary storage for the pump, motor, and cables. Includes a minimum of a two-person crew, as well as the furnishing of all equipment, labor, and tools necessary.

No payment will be made to the contractor for the hourly work being performed when the contractor's equipment is being repaired or cleaned, when said equipment is not in good working condition, or when a suitable crew is not on duty at the site. Also excludes time for setup and teardown of the contractor's equipment.

Basis of payment for this work shall be at the hourly rate bid. The contractor and Tacoma Water's representative will maintain records for this work. Tacoma Water's records shall be binding.

3) Authorized Rig Work

Paid for any directed work that requires a fully operating rig and a minimum of a two-person crew and is not otherwise covered by unit prices herein. Authorized hourly work is defined as the furnishing of all equipment, labor, tools, and material necessary to perform well cleanout and development work, including brushing, surge developing, chlorinating the well, injecting dispersant, and performing other similar construction activities not covered under other bid items and as approved by Tacoma Water and their Hydrogeologist.

No payment will be made to the contractor for the hourly work being performed when any of the contractor's equipment is being repaired or cleaned, when said equipment is not in good working condition, or when a suitable crew is not on duty at the site. Authorized Rig Work also excludes time for setup and teardown of the contractor's equipment. Basis of payment for this work shall be at the hourly rate bid. The contractor and Tacoma Water's representative will maintain records for this work. Tacoma Water's records shall be binding.

4) Temporary 4,000-Gallon Box

Paid at the price bid for the provision, cleaning, transportation, installation, support, weight distribution to protect ground or pavement below, leveling, and removal of a temporary watertight box with a capacity of at least 4,000 gallons. Includes all materials and labor for the specified equipment.

5) Disposal of Water and Spoils Offsite

Paid at the price bid per US gallon for proper disposal offsite of turbid water and spoils collected. Includes all labor, piping, pumping, transportation, and regulatory compliance measures.

6) Disposal of Pipe and Sounding Tube Offsite

Paid at the price bid per pound for proper disposal offsite of existing equipment, such as pipe, sounding tube, and cables. Includes all labor, pickup, transportation, and regulatory compliance measures.

7) Extra Materials

Extra materials not otherwise herein specified shall be provided only as directed and shall be paid for at documented cost plus 15% handling. Extra materials include, but are not limited to, buffered chlorine for shock chlorination, chlorine neutralizer, phosphate-free chemical dispersant, replacement column pipe, replacement sounding tubes and parts, bolts, nuts, gaskets, laboratory tests, permit fees, or other miscellaneous authorized materials as specified. The contractor must provide all receipts.

8) Reinstall and Remove Pump for Testing

Paid for work directed by Tacoma Water to include cleaning, disinfection, assembly, reinstallation, removal, disassembly, cutting, and placement into storage of column pipe and sounding tubes. Also consists of electrical connections and disconnections, as well as startup and troubleshooting for the pump, motor, and cables. Includes a minimum of a two-person crew, as well as the furnishing of all equipment, labor, and tools necessary.

Payment for this item will not be made to the contractor if representative water level measurements cannot be obtained from the installed sounding tube(s). Also, no payment will be made for the hourly work being performed when the contractor's equipment is being repaired or cleaned, when said equipment is not in good working condition, or when a suitable crew is not on duty at the site. Excludes time for setup and teardown of the contractor's equipment.

Basis of payment for this work shall be at the hourly rate bid. The contractor and Tacoma Water's representative will maintain records for this work. Tacoma Water's records shall be binding.

9) Operate Test Pump and Handle Discharge

Paid for work directed by Tacoma Water to include pump operation, assembly / disassembly of temporary piping, taking samples, and draining of water from boxes or tanks to sewer or to infiltration on site. Includes a minimum of a two-person crew, as well as the furnishing of all equipment, labor, and tools necessary.

Payment for this item will not be authorized in situations where the pump is not operational, or water level measurements cannot be obtained from the installed sounding tubes. Also excludes time when the contractor's equipment is being repaired or cleaned, when said equipment is not in good working condition, or when a suitable crew is not on duty at the site.

Basis of payment for this work shall be at the hourly rate bid. The contractor and Tacoma Water's representative will maintain records for this work. Tacoma Water's records shall be binding.

10) Blast and Recoat Column Pipe

Paid for at the price bid per linear foot along the longest outside wall of the pipe, such payment to include all transportation, handling, storage, blasting, waste disposal, and coating (both inside and outside) of the column pipe and discharge head.

11) Second Mobilization and Demobilization

This is to allow the contractor to demobilize while repairs or replacement of the pump, motor, and/or column pipe are completed.

Billable at the rate of 70% of price bid when drilling starts and the final 30% when all equipment and materials are removed from the site and the site is left in a clean and orderly state. This item includes all compensation for site preparation, rig setup/teardown, and the fee for the Washington Department of Ecology Notice of Intent (if required).

12) Install Permanent Pump, Motor, and Column Pipe

Paid for work directed by Tacoma Water to include disinfection, assembly, and installation of the column pipe and sounding tubes. Also consists of electrical connections, as well as testing of the pump, motor, and cables. Includes a minimum of a two-person crew, as well as the furnishing of all equipment, labor, and tools necessary.

No payment will be made to the contractor for the hourly work being performed when the contractor's equipment is being repaired or cleaned, when said equipment is not in good working condition, or when a suitable crew is not on duty at the site. Also excludes time for setup and teardown of the contractor's equipment.

Basis of payment for this work shall be at the hourly rate bid. The contractor and Tacoma Water's representative will maintain records for this work. Tacoma Water's records shall be binding.

13) Temporary 16,000-Gallon Tank

Paid at the price bid for the provision, cleaning, disinfection (for Well 3A only), transportation, installation, support, weight distribution to protect ground or pavement below, leveling, and removal of a temporary watertight holding tank with a capacity of at

least 16,000 gallons. All inlet and outlet connections and fittings from the blowoff, to the tank, and then on to a manhole or other suitable discharge location are included as well. A throttling valve and a flow meter on the outlet are also required. Price bid includes covering as specified, a functional geotextile dewatering bag, plus all materials and labor for the specified equipment.

14) Temporary XX-Inch Piping

Paid for at the price bid per linear foot, such payment to include all transportation, cleaning, disinfection (for Well 3A only), handling, storage, assembly, anchors, moving, disassembly, and cleanup for temporary piping.

15) Discharge Permits

Paid for at the price bid for obtaining and complying with the required City of Tacoma Special Approved Discharge (SAD) permit to use both the sanitary and storm sewer systems. All associated costs such as for writing documents, submitting paperwork, sampling, reporting, and coordination are also included. Lab tests, permit fees, and per gallon charges will be reimbursed separately as Extra Materials.

22. APPENDICES

- A. TABLES
- B. DRAWINGS AND PERMIT INFORMATION
- C. BID SUBMITTAL DOCUMENTS
- D. SAMPLE DOCUMENTS
- E. CITY OF TACOMA REQUIREMENTS

APPENDIX A

APPENDIX A – TABLES

Table A1 – Casing

Well ID	Diameter (inches)	Depth (feet)	Completion	Year Drilled
6B	24	153	24-inch telescope stainless screen	2001
5A	26	376	Perforated casing	1930
1B	30	290	24-inch stainless screen	1995
3A	26	370	Perforated casing	1931

Table A2 – Column Pipe and Well Head

Well ID	Column Pipe		Location of Well Head
	Diameter (inches)	Depth (feet)	
6B	12	74	Outside building
5A	15	108	Inside building
1B	12	140	Inside buried vault
3A	12	140	Inside building

Table A3 – Capacity

Well ID	Pump			Motor		Year of Last Pull
	Flow (GPM)	TDH (feet)	# Stages	HP	Amps	
6B	4,000	92	1	150	195	2002
5A	5,000	125	2	200	240	1990
1B	3,000	130	2	150	182	1998
3A	3,400	144	1	150	193	2010

Table A4 – Pump and Motor with Years Purchased

Well ID	Pump		Motor		Type
	Mfg	Year	Mfg	Year	
6B	Flowserve-BJ	2002	Flowserve-BJ	2002	Submersible with mercury seals
5A	Byron Jackson	1971	Byron Jackson	1971	Submersible with mercury seals
1B	Byron Jackson	1972	Byron Jackson	1972	Submersible with mercury seals
3A	Byron Jackson	1973	Byron Jackson	1988	Submersible with mercury seals

Table A5 – Existing Sounding Tubes

Well ID	Sounding Tubes
6B	One 2 ½" diameter & one 1 ½" diameter
5A	One 2" diameter & one 1" diameter
1B	Three 2" diameter
3A	Three 2" diameter & one 1" diameter

Table A6 – Estimated Weights (lbs)

Well ID	Surface Plate	Column	Cable	Pump	Motor	Total
6B	1,500	3,780	800	1,680	1,950	9,710
5A	2,500	8,500	1,000	2,000	4,800	18,800
1B	1,500	7,500	1,000	700	2,550	13,250
3A	1,400	7,500	527	1,100	2,570	13,000

**All data was obtained from available records, and should be field verified by the contractor*

APPENDIX B

APPENDIX B – DRAWINGS AND PERMIT INFORMATION

1. Well 6B

- a. Black Book: 4.6
- b. Pump & Motor Data
- c. Well Log: 1047-A
- d. Outlet Piping: 2073-B
- e. Pump House: 10-58-7
- f. Vicinity Map: 10-91-16
- g. Motor Controller Renovation: 13-20-20
- h. Discharge Head Assembly: 2094-B
- i. Wellhead Detail: 1046-A
- j. Plan of Grading: 10-91-71

2. Well 5A

- a. Black Book: 4.5
- b. Pump & Motor Data
- c. Well Log: 4-72-4
- d. Piping Layout: 4-73-4
- e. Pump House: 4-67-3
- f. Property: 10-58-17
- g. Power Service: 1343-B
- h. Base Plate Detail: SKP57-A
- i. Discharge Line: 4-61
- j. Property Acquisition: 840-A
- k. Property Permit: 1201-B
- l. Adjacent Trail: PWK-00216 Sheets 22 & 23

3. Well 1B

- a. Black Book: 4.1
- b. Pump & Motor Data
- c. Well Log
- d. Piping Layout: 16-54-1
- e. Site plan: 16-54-2
- f. Chamber: 16-54-3
- g. Building, Piping, and Conduit Details: 16-54
- h. Discharge Head Assembly: 2070-B
- i. Pump Station Overflow Basin: 10-47-3
- j. Electrical Services Detail: 16-18-10

4. Well 3A

- a. Black Book: 4.3
- b. Pump & Motor Data
- c. Well Log: 4-72-2
- d. Piping: 4-73-5
- e. Pump House: 4-67-3
- f. Topographic: 16-57
- g. Electrical Floor Plan: 967-A
- h. Site Map / Communication Cable Routing: 16-18-8
- i. Discharge Head Assembly: 1814-B
- j. Waste Line: 4-73-2A
- k. Adjacent Trail: PWK-00559 Sheets 13-15 and 29

5. Permit Information

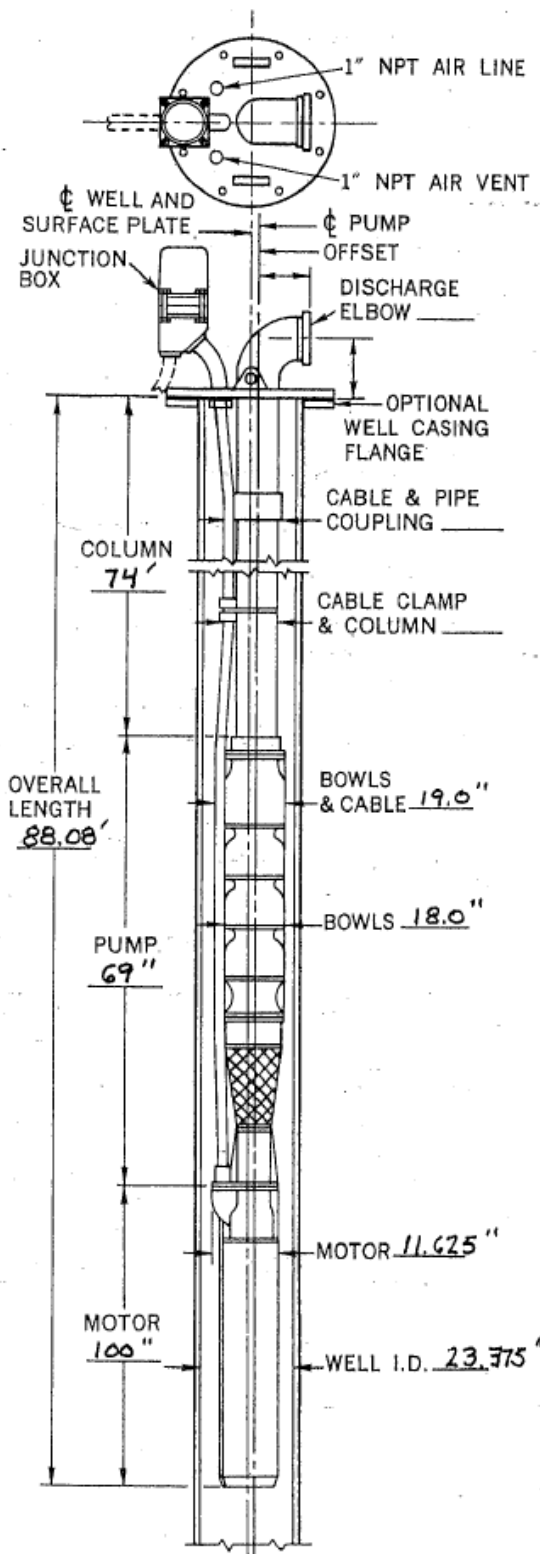
- a. Special Approved Discharge (SAD) Application
- b. Discharge Manholes near Well 5A

WELL YEAR DRILLED: 2001		OPERATION: REMOTE	
SURFACE ELEV: 267.2		DISCHARGE ELEV: 268.9	
DEPTH: 112 FT			
OUTER CASING: 24 INCH OD	LENGTH: 87.5 FT	MEAS PT: TOP OF CONDUIT IN BOX	
INNER CASING: N/A INCH OD	LENGTH: N/A FT	MEAS PT ELEV: 268.66	
SCREEN: 22 INCH ID	LENGTH: 32 FT		
PUMP MFG: FLOWERVE		MODEL/TYPE: 18KXH SUBMERSIBLE	
YEAR PURCHASED/REBUILT: 2002		YEAR INSTALLED: 2002	
SERIAL NUMBER: 0204APN00261-1		COLUMN PIPE DIA: 12"	
CAPACITY: 4000 GPM @ 92 FT TDH	SIZE: 18"	# STGS: 1	
TOP OF PUMP ELEV: 193.2	1ST STG IMPELLER EL: 189.0	PUMP INLET ELEV: 189.0	
MOTOR MFG: FLOWERVE		SERIAL NUMBER: 0204APN00261-1	
HP: 150	RPM: 1750	VOLTS: 460	AMPS: 195
YEAR PURCHASED/REBUILT: 2002		YEAR INSTALLED/REBUILT: 2002	
INSTRUMENTATION ELECTRONIC PROBE ELEV: 188.7		MIN. ALLOWABLE WATER ELEV: 192.0	
NOTES: MINIMUM ALLOWABLE AVAILABLE WATER IS 3' 			
W6A-DOE#: ABS706 W6B-DOE#: AFT219			
Revised: APRIL 2019	Dwg's: 1046-A, 1047-A, 1108-B, 2073-B, 2094-B, 10-58-3, 5, 7, 8, 9, 10, 16, 19; 10-91-5A, 16, 16A, 18, 71; 12-13-2, 13-20-20, 13-23		Vertical Datum: NGVD29
File Name: w06B	WELL 6B Primary Address/Utility Address: 4331 S TACOMA WAY		Map#: 202/52
Mgr Approval: _____			<div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center;">22</div>
			4.06



BWIP International, Inc.
Pump Division

Submersible Outline Standard Well Seal - Junction Box Construction



DATE 6/25/02
NAME OF CUSTOMER TACOMA WATER

PROPOSITION NO. WELL GB

ORDER NO. _____

PURCHASE ORDER NO. _____

NO. OF UNITS 1

SURFACE PLATE 32" O.D. 1.50" TH'K

8-7/8" FOUNDATION HOLES. STR. ϕ ON 29.50" B.

12" " - 8 T.P.I. - 3/4" TAPER T&C ST'D. COLUMN

12" " - 150# F.F. (STEEL) DISCHARGE FLANGE

BOWL ASSEMBLY 18 KXH / 1 STGS.

150 H.P. 1770 RPM B.J. SUBM. MOTOR TYPE _____

12" SIZE 3 PH. 60 CYCLE 460 VOLT

4,000 GPM 92' TDH

CABLE SIZE 4/0 VOLTAGE 460 LENGTH 85'

REMARKS: _____

SURFACE PLATE WT. 1500 #

COLUMN WT. 3,780 #

CABLE WT. 800 #

PUMP WT. 1,680 #

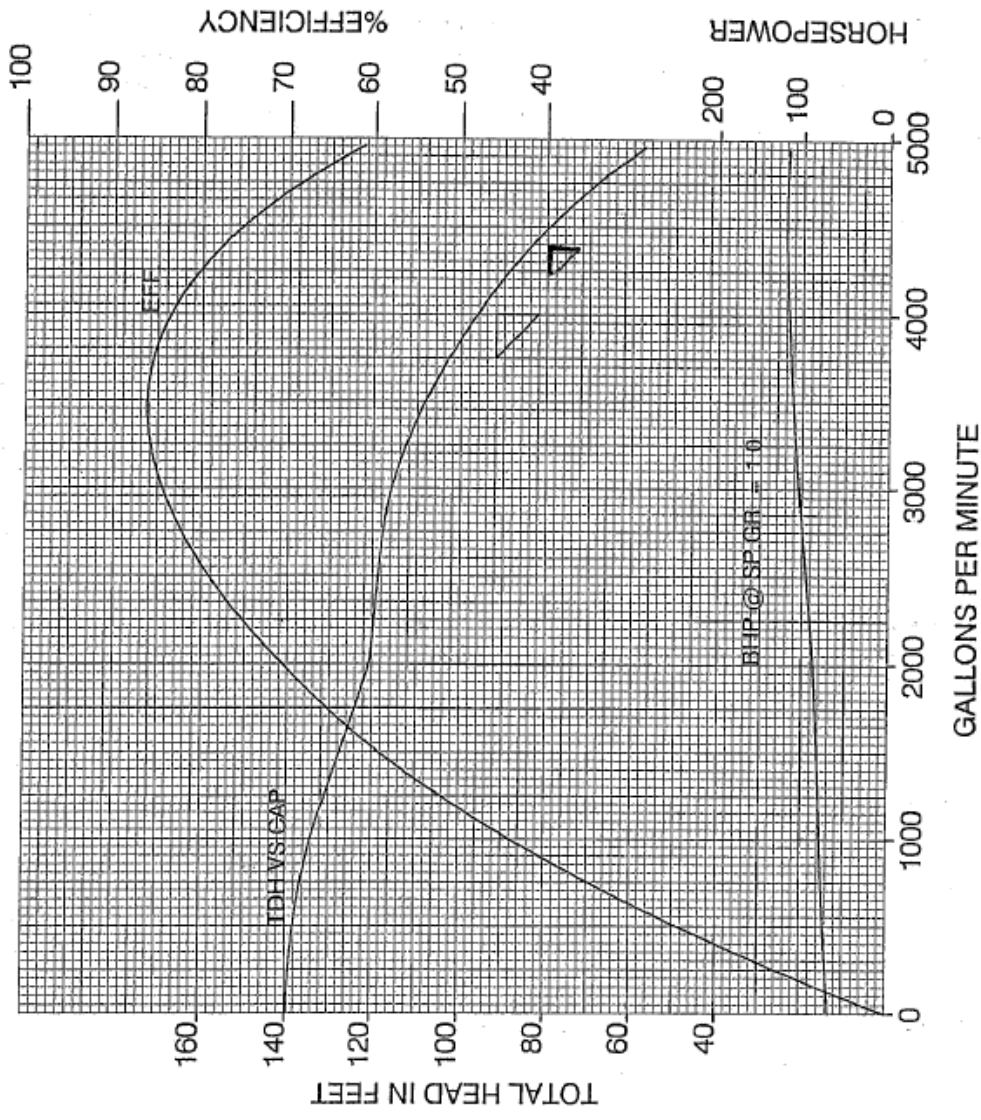
MOTOR WT. 1,950 #

TOTAL WT. 9,710 #

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED.

CERTIFIED CORRECT _____

DATE _____



Pump Size & Type 18KX		1 STG.		Speed 1750	Impeller Number	Actual Diameter 10.500"	Maximum Diameter 13.250"	Stages 1H	Eye Area
Prepared By RW	Customer Pumpteck Inc.	Date 25 APR 02	Item No.	Certified By Robert A. Worrick	Date 25 Apr. 02	Curve No. 18KX-687	Revision	Tulsa Operations	
Serial No. 0204APN00261-1	Customer No.								

WELL 6B

PUMP DATA

PUMP SIZE AND TYPE				1 STG.				18KX				GUARANTEED PUMPING CONDITIONS				TESTED BY			
IMPELLER DRAWING				DIAMETER				VANS				UNDER FILE				STGS.			
				10.500"								STD.#2.5				1H			

DATE OF TEST: 25 APR 02

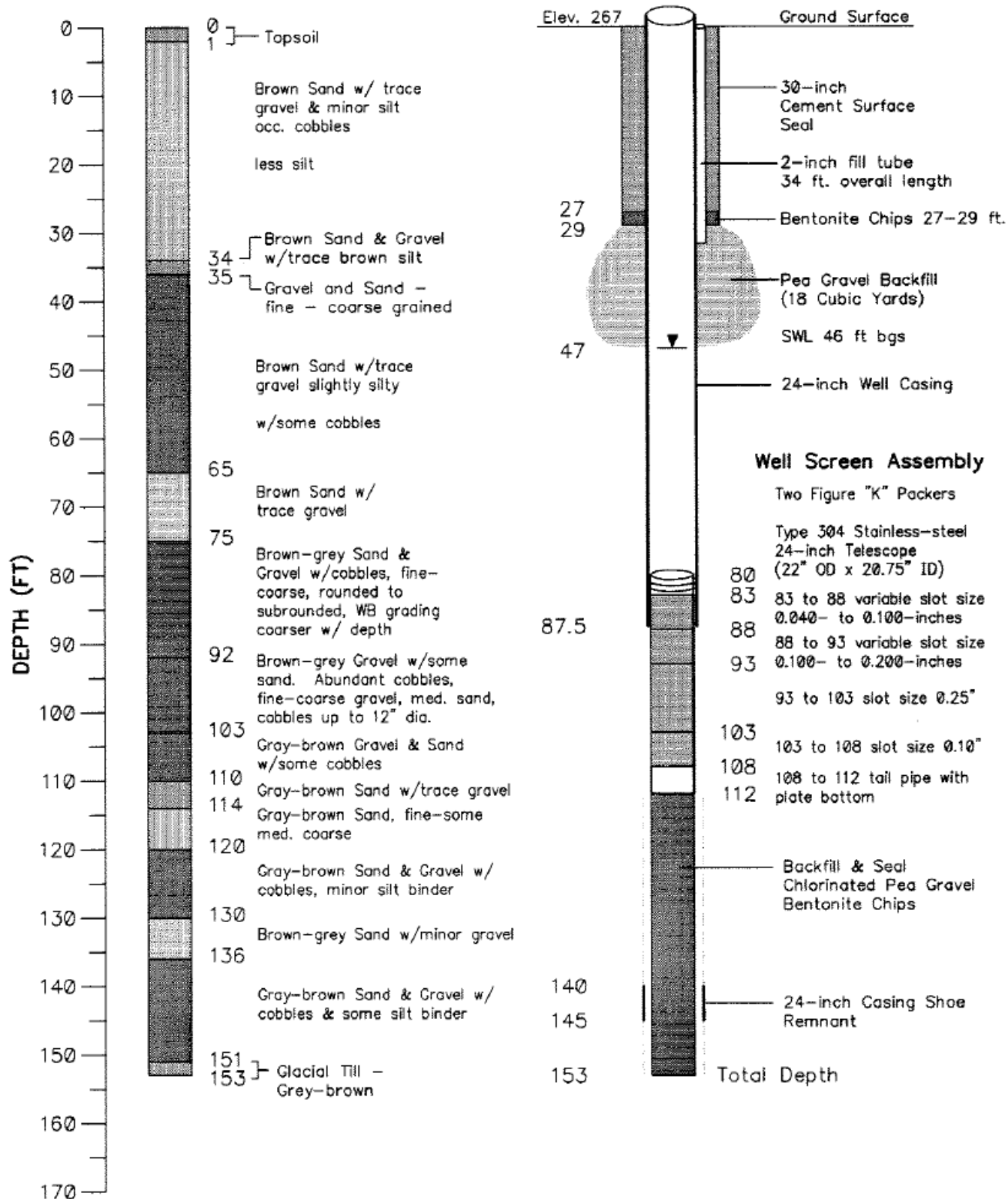
PUMP SERIAL NO. 0204APN00261-1

TEST NO. 18KX-687

WELL 6B

Lithology

Completion Design



DEPARTMENT OF PUBLIC UTILITIES

TACOMA WATER

Date 1/29/02 Project WELLS W.O. 11612

Design DNS
Drawn
Digitize SRL
Check

MANAGER

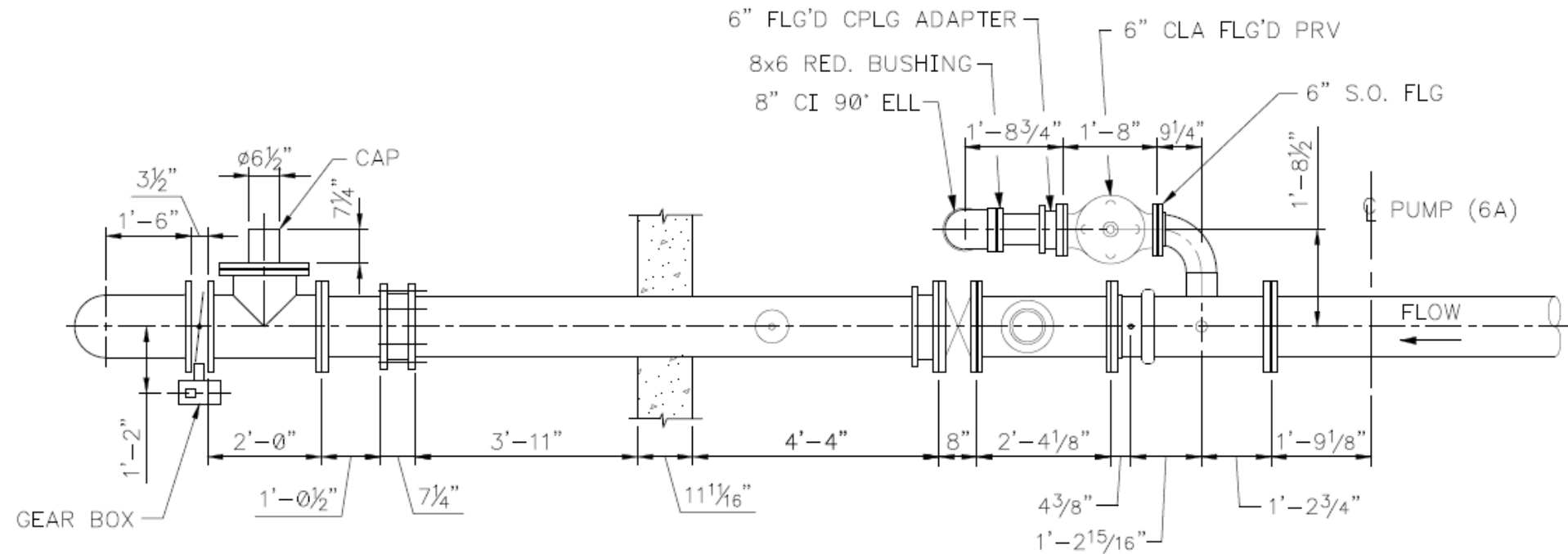
WELL 6B
LITHOLOGIC LOG AND
COMPLETION DESIGN

SCALE

NONE

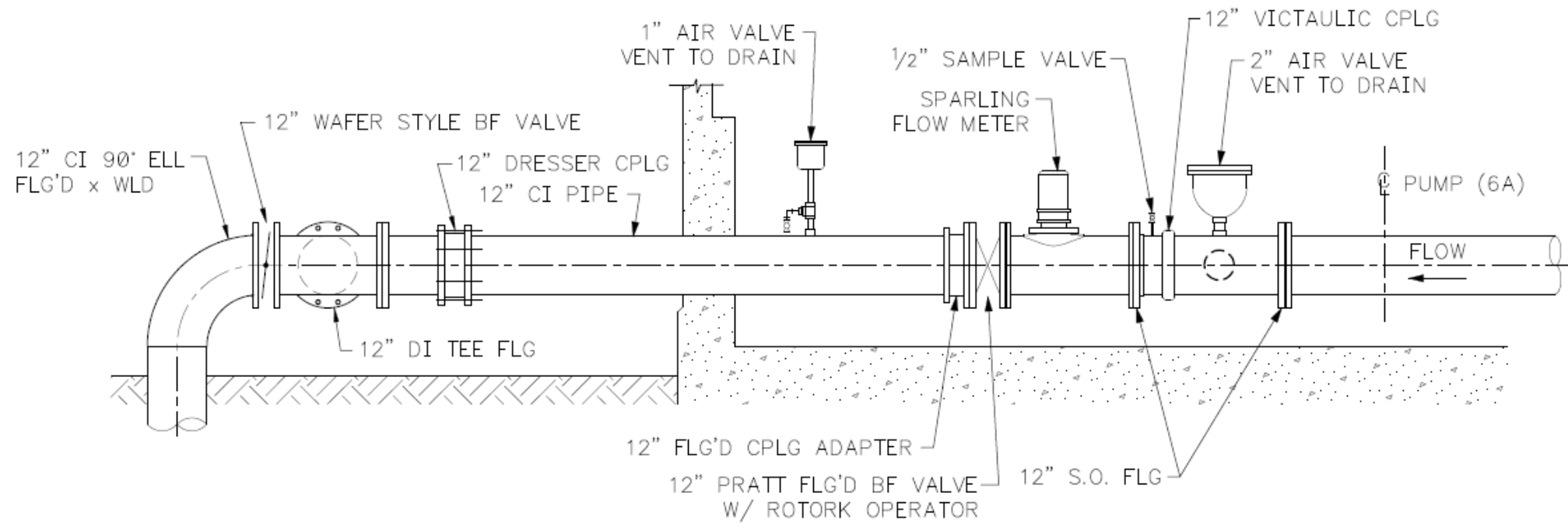
DRAWING

1047-A



CONNECT TO WELL 6B
PUMP DISCHARGE HEAD AS
SHOWN ON DWG 1046-A

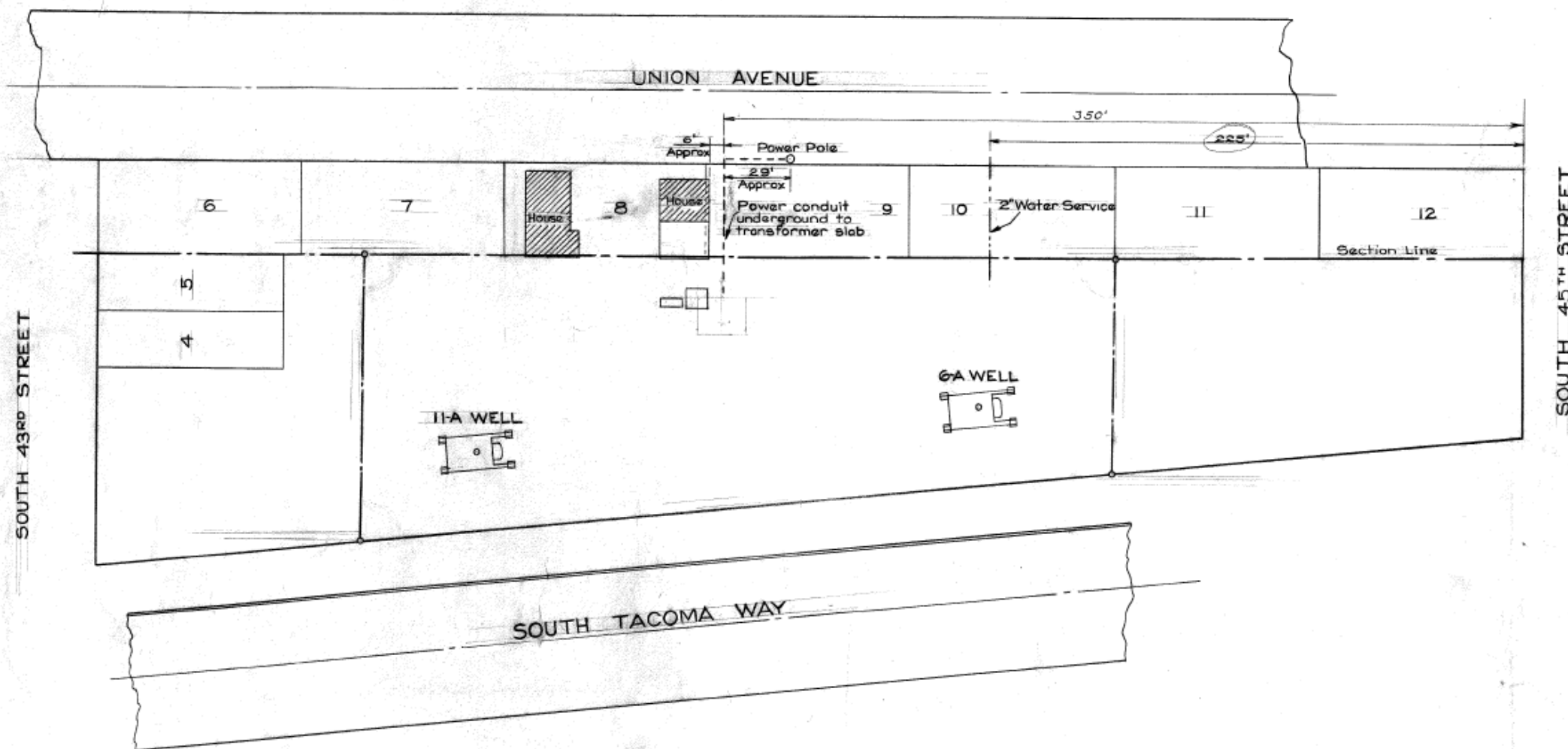
PLAN VIEW



CONNECT TO WELL 6B
PUMP DISCHARGE HEAD AS
SHOWN ON DWG 1046-A

ELEVATION

3					DESIGN <u>PML</u>	SUBMITTED	CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES WATER DIVISION	WELL 6B OUTLET PIPING DETAILS				SCALE 3/8" = 1'-0"
2					DRAWN <u>VMS</u>	APPROVED		W.O.	FLDBKS:	PROJ: WELLS	DATE <u>04-06-95</u>	DRAWING 2073-B
1	AS-BUILT	12/15/17	VFG		DIGITIZED _____	<i>Dave N. Sherman</i>						
NO.	REVISION	DATE	BY	APP'D.	CHECKED <u>PML</u>							

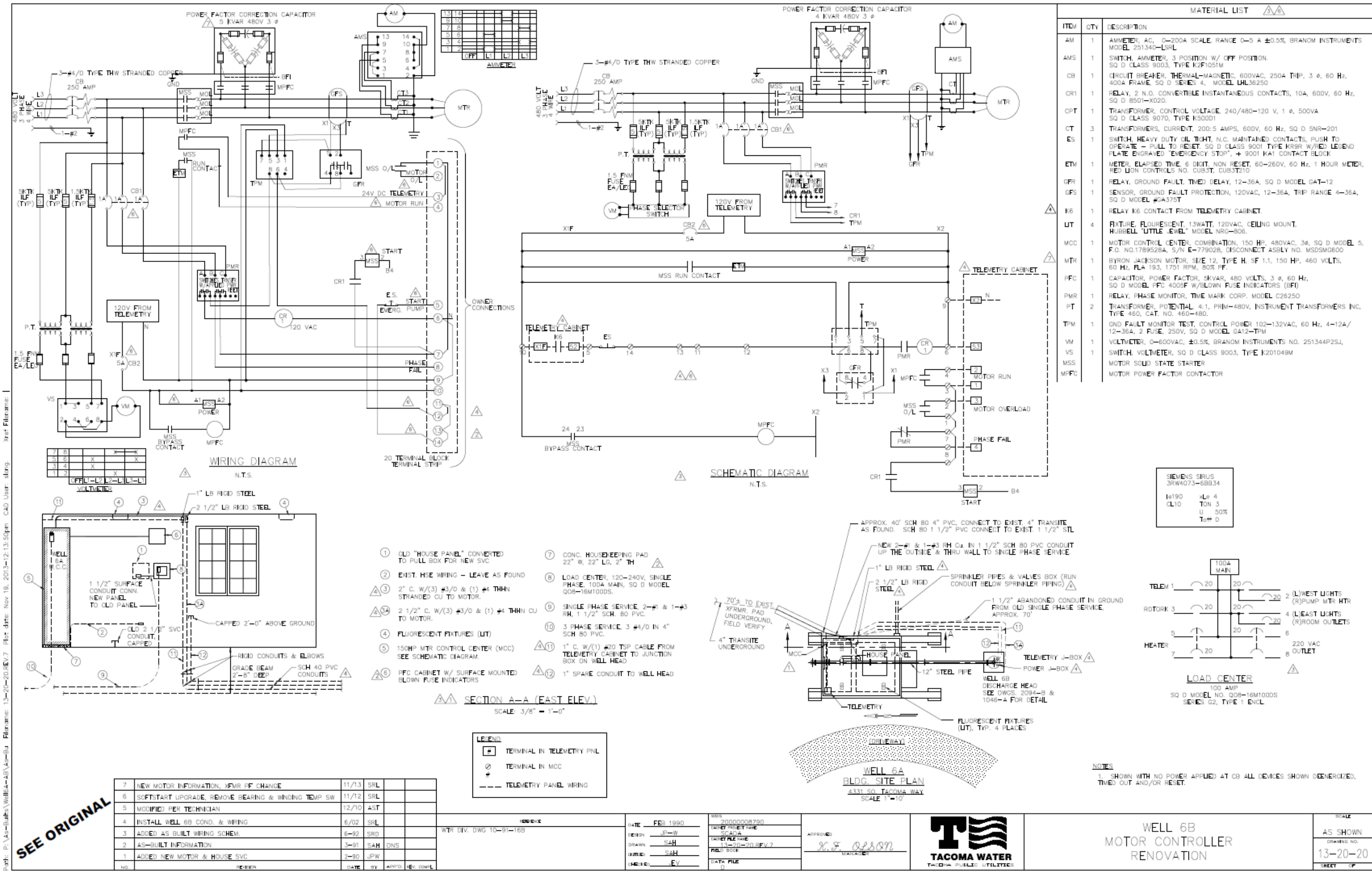


CITY OF TACOMA
Department of Public Utilities
Water Division

VICINITY MAP
6-A & 11-A WELLS

DATE: 3/2/00	SCALE: 1" = 30'
DRAWN: AUB	INTEGRITY: [Signature]
TRACED: [Signature]	ASST. ENGR: [Signature]
CHECKED: [Signature]	COMMISSIONER: [Signature]
FIELD BOOK: 300-5	DRAWING NO. 10-91-16

No.	REVISION	DATE	BY	APP'D



SEE ORIGINAL

NO.	REVISION	DATE	BY	APPROV.	REV. COMPL.
7	NEW MOTOR INFORMATION, XFRM PF CHANGE	11/13	SRL		
6	SOFTSTART UPGRADE, REMOVE BEARING & WINDING TEMP SW	11/12	SRL		
5	MODIFIED PER TECHNICIAN	12/10	AST		
4	INSTALL WELL 6B COND. & WIRING	6/02	SRL		
3	ADDED AS-BUILT WIRING SCHEM.	6-92	SRD		
2	AS-BUILT INFORMATION	3-91	SAH	DNS	
1	ADDED NEW MOTOR & HOUSE SVC	2-90	JPW		

WTR DIV. DWG 10-91-168

DATE	FEB 1990	WBS	20000008790
DESIGN	J-P-W	TARGET PROJECT NAME	SP420A
DRAWN	SAH	TARGET FILE NAME	13-20-20.BFV.7
INSTR.	SAH	FIELD BOOK	
CHKD.	EV	DATA FILE	D

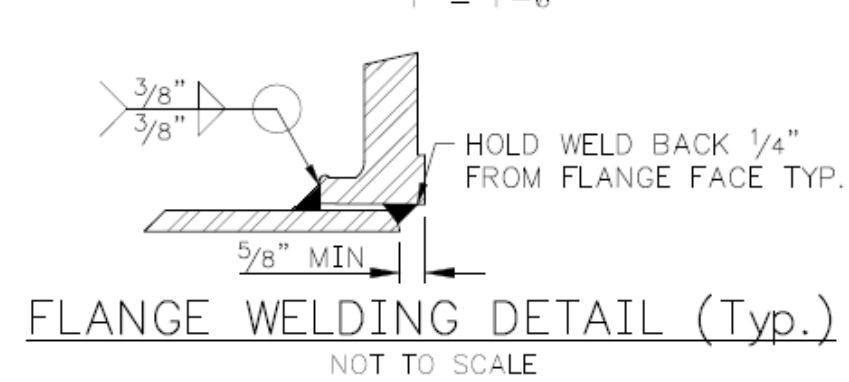
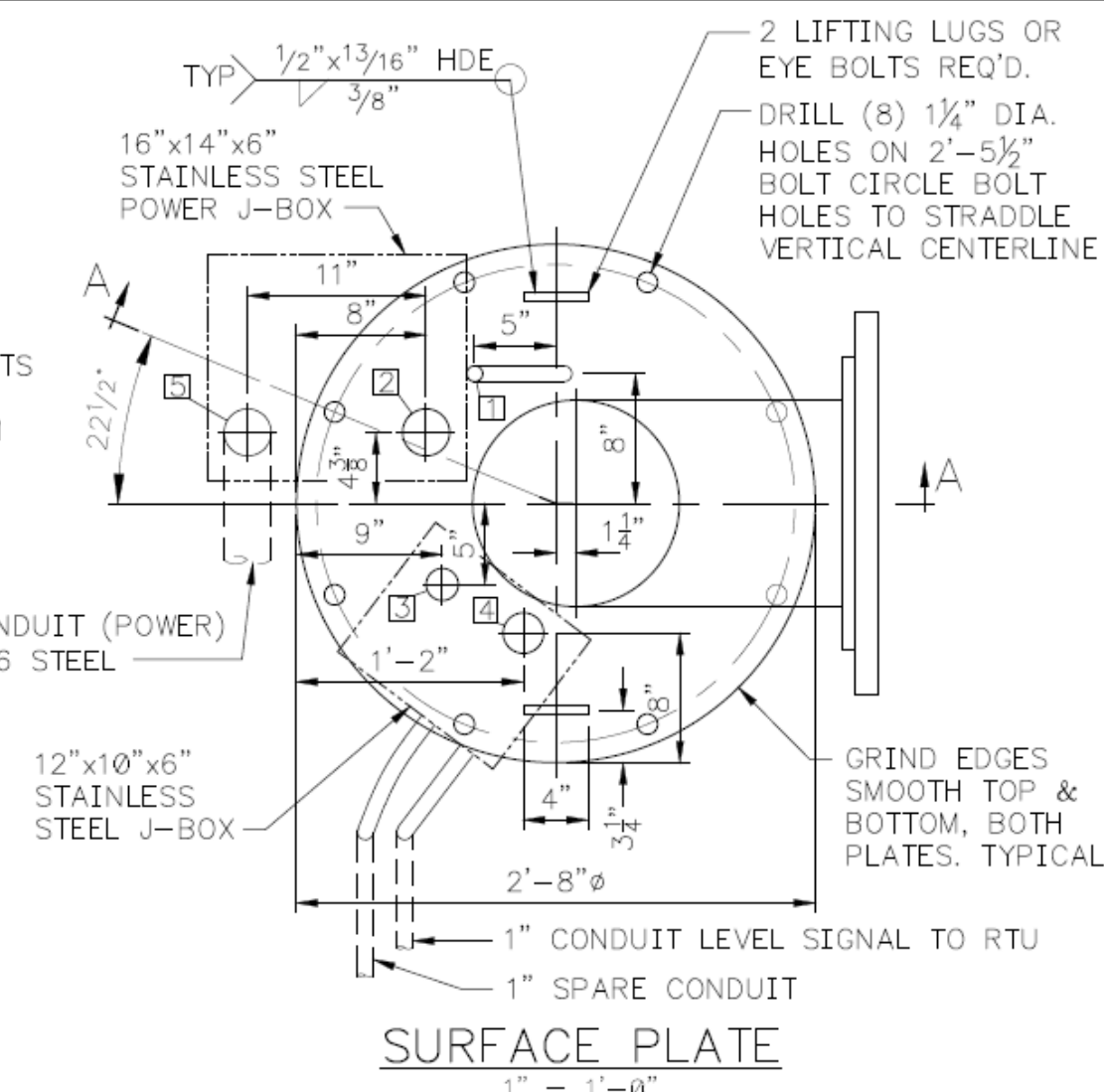
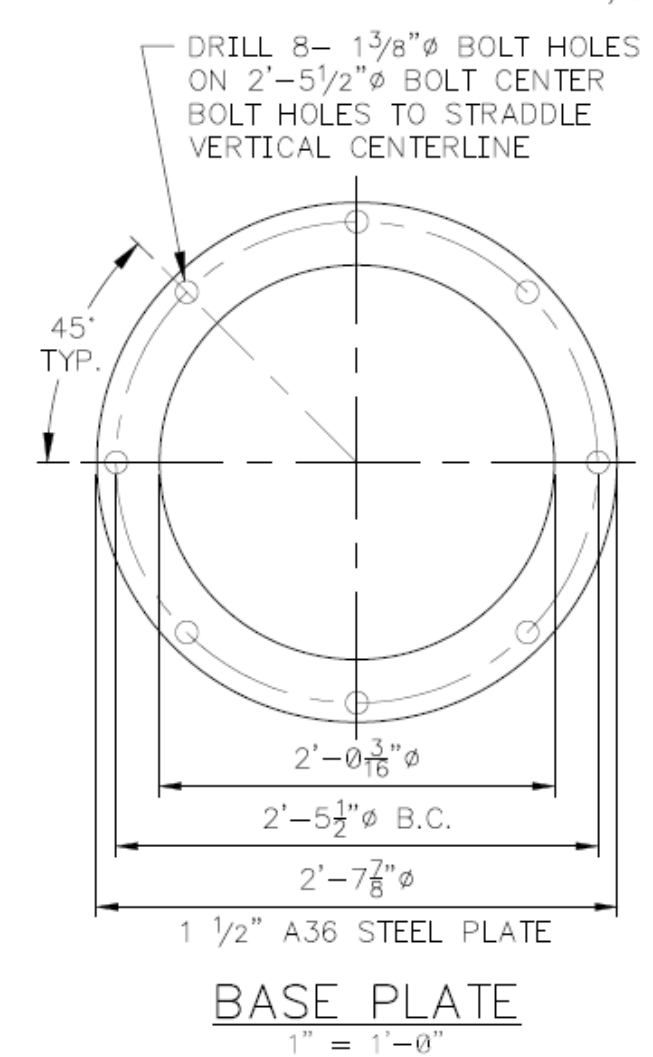
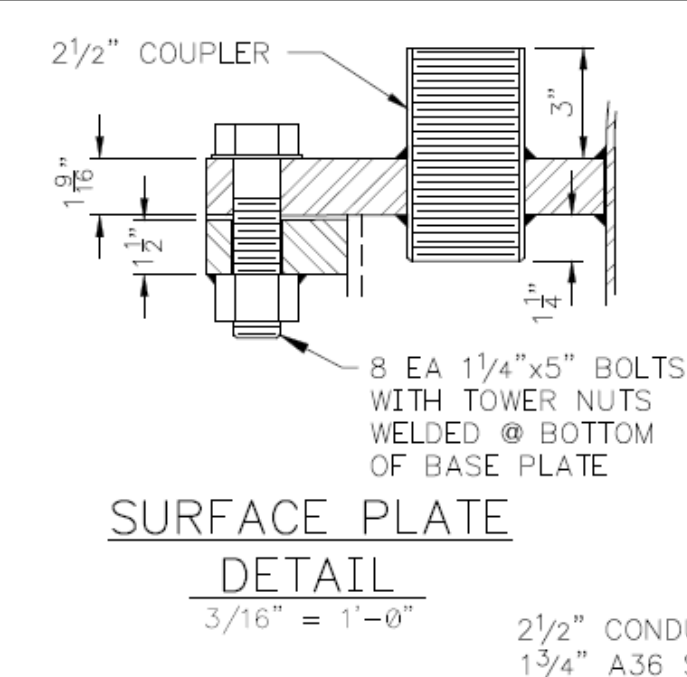
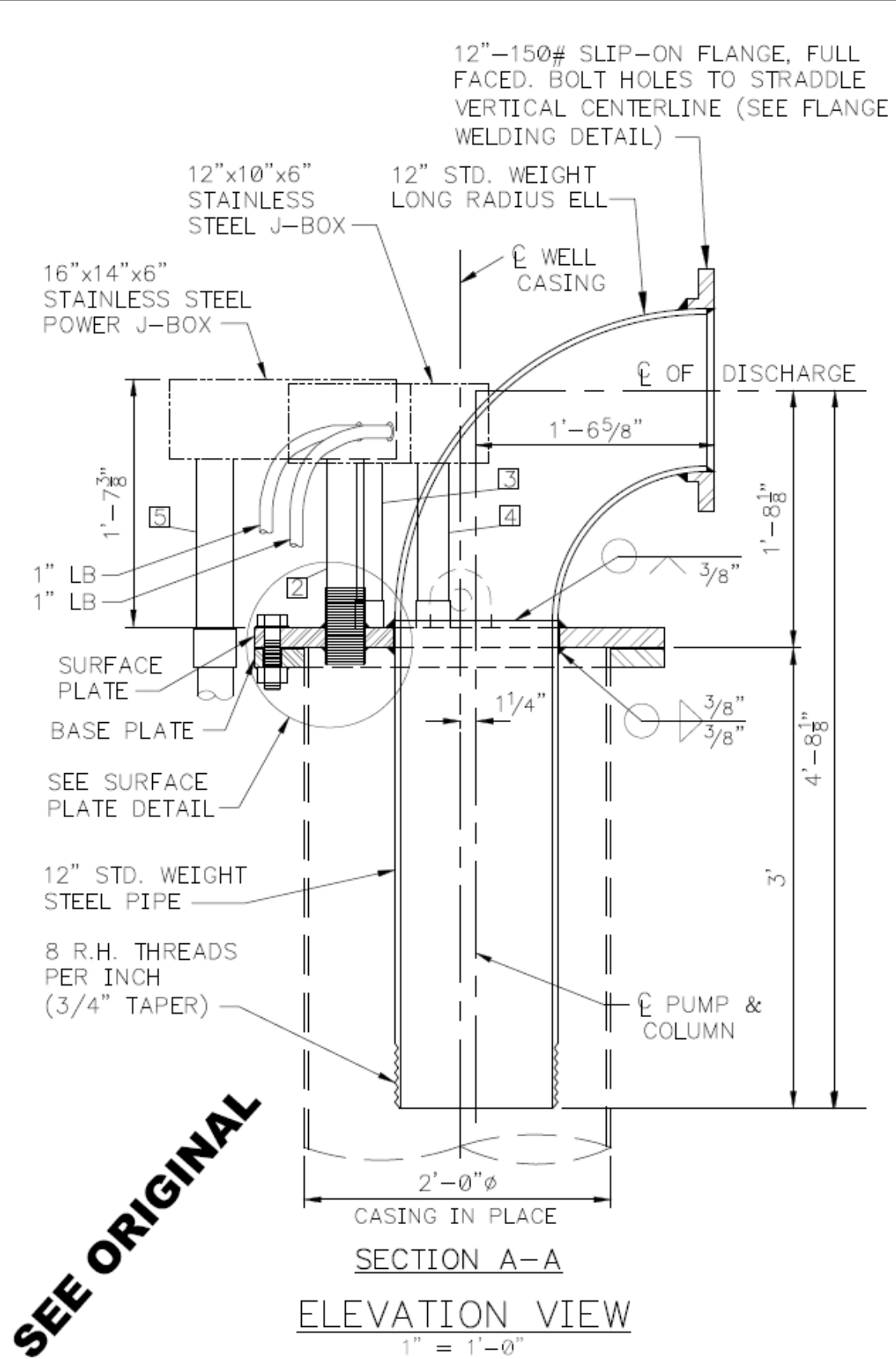
APPROVED: J.F. OLSON
DATE: 11/13/90



WELL 6B
MOTOR CONTROLLER
RENOVATION

SCALE	AS SHOWN
DRAWING NO.	13-20-20
SHEET	OF

SEE ORIGINAL



- NOTE: BOLT HOLES MUST BE DRILLED WITH UNIFORM ANGULAR SPACING TO ALLOW ROTATION IN ASSEMBLY OF THE SURFACE PLATE W.R.T. THE BASE PLATE
- 1 1" COUPLING WITH SCREEN
 - 2 2 1/2" COUPLING FOR POWER TO MOTOR
 - 3 1 1/2" COUPLING FOR DRUCK PROBE
 - 4 2" COUPLING FOR PLUNKER
 - 5 2 1/2" COUPLING FOR POWER FROM MOTOR CONTROL CENTER

3					DESIGN <u>DNS</u>	APPROVED <i>Dave N. Sherman</i> MANAGER	 TACOMA WATER TACOMA PUBLIC UTILITIES	WELL 6B DISCHARGE HEAD ASSEMBLY				SCALE AS NOTED
2					DRAWN <u>JJA</u>			DRAWING				
1	AS-BUILT	11/02/17	VFG		DIGITIZED <u></u>			2094-B				
NO.	REVISION	DATE	BY	APP'D.	CHECKED <u>PML</u>			WBS/ ORDER: 11612	FLDBKS:	PROJ: WELL 6B	DATE: 10/29/01	

DISCHARGE HEAD &
"J" BOX (INSTALLED BY CITY)

CAST 3" AND 1 1/2"
CONDUITS INTO SURFACE
PAD AS DIRECTED

1" CHAMFER
ELEV. 267.16

WELD BASE PLATE
TO WELL CASING

POSITION 2" GRAVEL
PIPE TO CLEAR CASING
FLANGE. THREAD & CAP
END

ELEV. 268.85

4'-6" x 4'-6" CONCRETE
SURFACE PAD

NOTE:
EXISTING GROUND 267.24
FINISHED GROUND 267.0
SLOPE GROUND AWAY
FROM WELL

ELEV. 264

12"
MIN

4'-0" MIN

3'-0" MIN

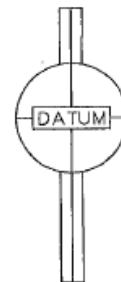
CONCRETE WELL SEAL

UNDISTURBED SOIL
UNDER WELL SEAL

6x 6 4/4 WELDED
WIRE FABRIC

EXISTING 24" O.D.
WELL CASING

EXISTING
WELL SEAL
TO ELEV. 238



NGVD 29

* CONNECT TO PIPING AS
SHOWN ON DWG 2073-B



EXPIRES: 7/2/02

DEPARTMENT OF PUBLIC UTILITIES

TACOMA WATER

Date 1/29/02 Project WELLS W.O. 11612

Design DNS
Drawn
Digitize SRL
Check PML

David N. Sherman
MANAGER

WELL 6B

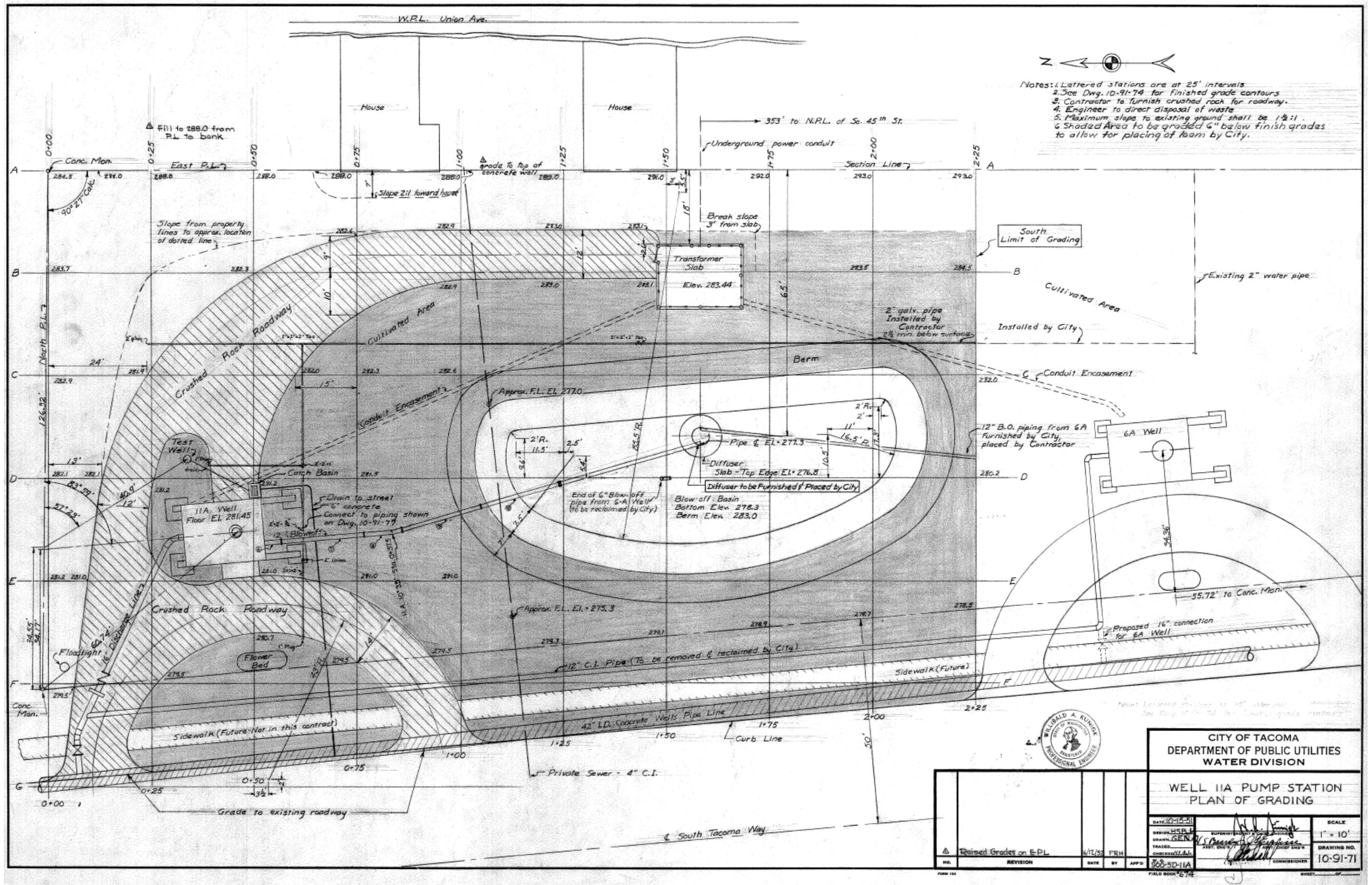
WELLHEAD DETAIL

SCALE

NONE

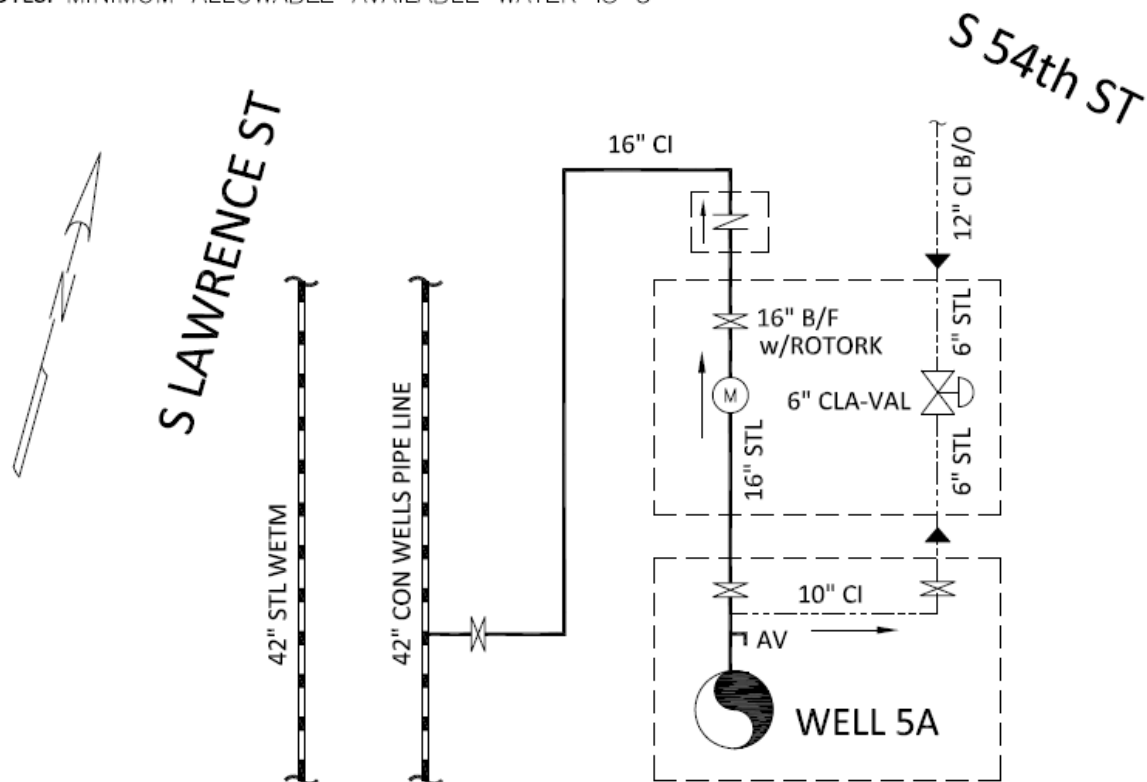
DRAWING

1046-A



WELL YEAR DRILLED: 1930		OPERATION: REMOTE	
SURFACE ELEV: 266		DISCHARGE ELEV: 267.6	DEPTH: 352 FT
OUTER CASING: 38 INCH OD	LENGTH: 62 FT	MEAS PT: PLUNK CONDUIT BOX	
INNER CASING: 26 INCH OD	LENGTH: 352 FT	MEAS PT ELEV: 268.11	
SCREEN: PERFORATED CASING INCH ID	LENGTH: FT		
PUMP MFG: BYRON JACKSON		MODEL/TYPE: HQL SUBMERSIBLE	
YEAR PURCHASED/REBUILT: 1971		YEAR INSTALLED: 1971	
SERIAL NUMBER: 711-S-0039		COLUMN PIPE DIA: 16" WELDED	
CAPACITY: 5000 GPM @ 125 FT TDH	SIZE: 17"	# STGS: 2	
TOP OF PUMP ELEV: 121	1ST STG IMPELLER EL: 118	PUMP INLET ELEV: 117	
MOTOR MFG: BYRON JACKSON		SERIAL NUMBER: 711-S-0039	
HP: 200	RPM: 1760	VOLTS: 480	AMPS: 240
YEAR PURCHASED/REBUILT: 1971		YEAR INSTALLED/REBUILT: 1971	
INSTRUMENTATION ELECTRONIC PROBE ELEV: 118			MIN. ALLOWABLE WATER ELEV: 121

NOTES: MINIMUM ALLOWABLE AVAILABLE WATER IS 3'



S 56th ST

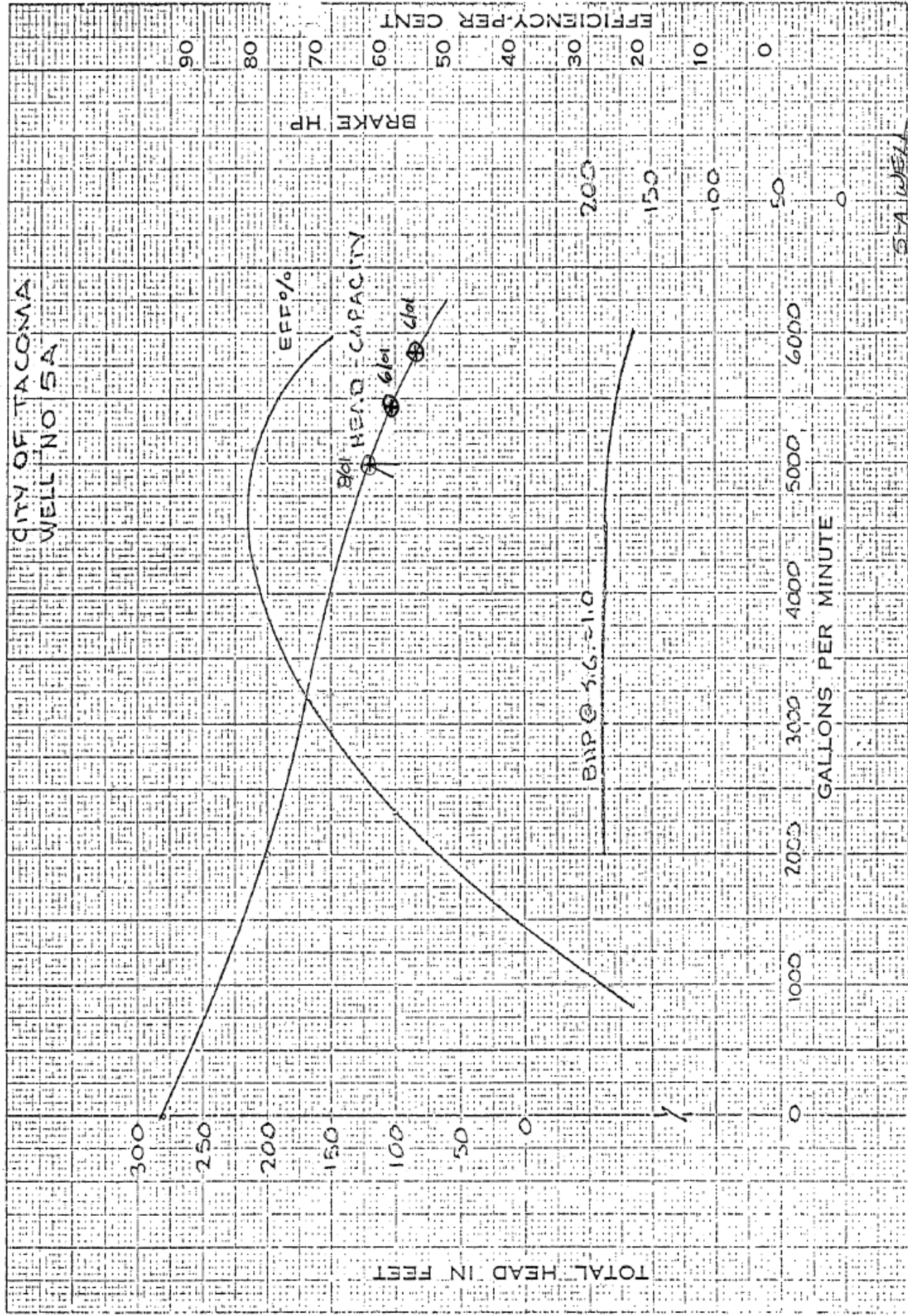
DOE#: ABS705

Dwg's: 200-A, 288-A, 306-A, 313-A thru 316-A, 433-A, 434-A, 582-A, 840-A,

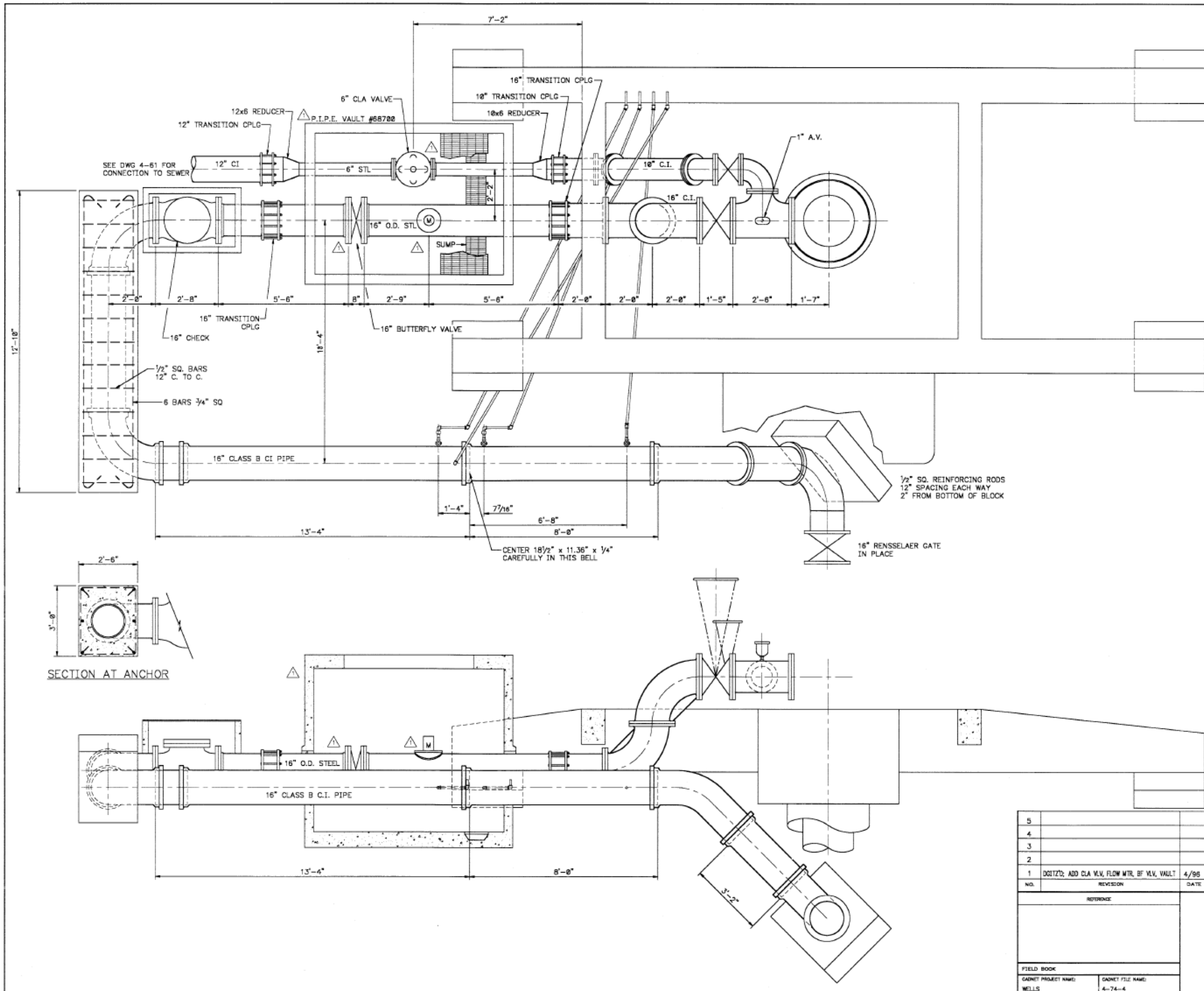
Revised: APRIL 2019	Dwg's: 4-55, 4-61, 4-67 Series, 4-72-4, 4-73-4, 10-58-17, 10-58-19, 13-20-14, 625-B4, 644-B thru 647-B, 649-B, 1343-B, 1375-B, 1402-B, 1745-B	Vertical Datum: NGVD29	
File Name: w05A	WELL 5A 3251 S 56th ST	Map#: 203/74	22
Mgr Approval:		4.05	

BYRON JACKSON

P200R



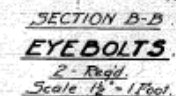
PUMP SIZE AND TYPE		RPM		BYRON JACKSON NUMBER	
17" HQL - 2 STAGE		1760		PC 61310-1	
CUSTOMER NO.		IMPELLER NO.	BASED ON	DATE	
CITY OF TACOMA		267211LY	34.7	2-3-71	
G.S.		BRANCH NO.	DATA BY	DRAWN BY	
		61310	DB	DB	



DETAIL SHOWING LOCATION
OF SERVICE FOR WELL 5A
SCALE: 1"=120'-0"

NOTE:
THIS CAD DWG SUPERSEDES LINEN DWG 4-73-4 DATED AUG. 7, 1931.
LOCATION SKETCH WAS REPLACED BY CLIPPED DETAIL OF GIS MAP
BY V.M.S ON 4-29-96.

5						CITY OF TACOMA					
4						DEPARTMENT OF PUBLIC UTILITIES					
3						WATER DIVISION					
2						WELL 5A					
1						PIPING LAYOUT					
NO.	REVISION	DATE	BY	APP'D.	REV. COMPL.						
1	DESIGN: ADD CLA VALV, FLOW MTR, BF VALV, VAULT	4/96	VMS	PML							
REFERENCE											
FIELD BOOK											
CABINET PROJECT NAME:						CABINET FILE NAME:					
WELLS						4-74-4					
DATE: AUG 7, 1931						SUBMITTED: B. P. Thomas					
DESIGN: L.C.						APPROVED: W. S. Kunigh					
DRAWN: J.W.A.						SECTION: 10-10					
CHECKED:						Ira S. Davisson					
W.C.						SHEET 4 OF 4					
SCALE: 1/2"=1'-0"						DRAWING NO. 4-73-4					



Approved:

Ira S. Davisson
Commissioner of Public Utilities.

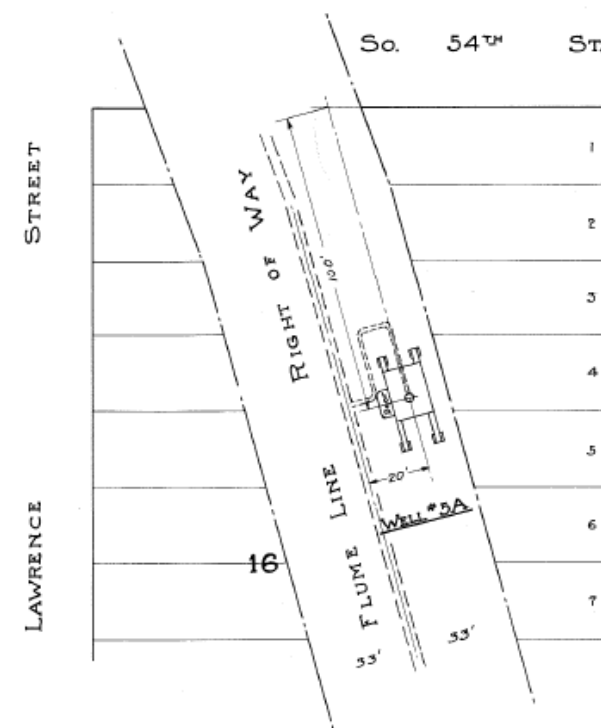
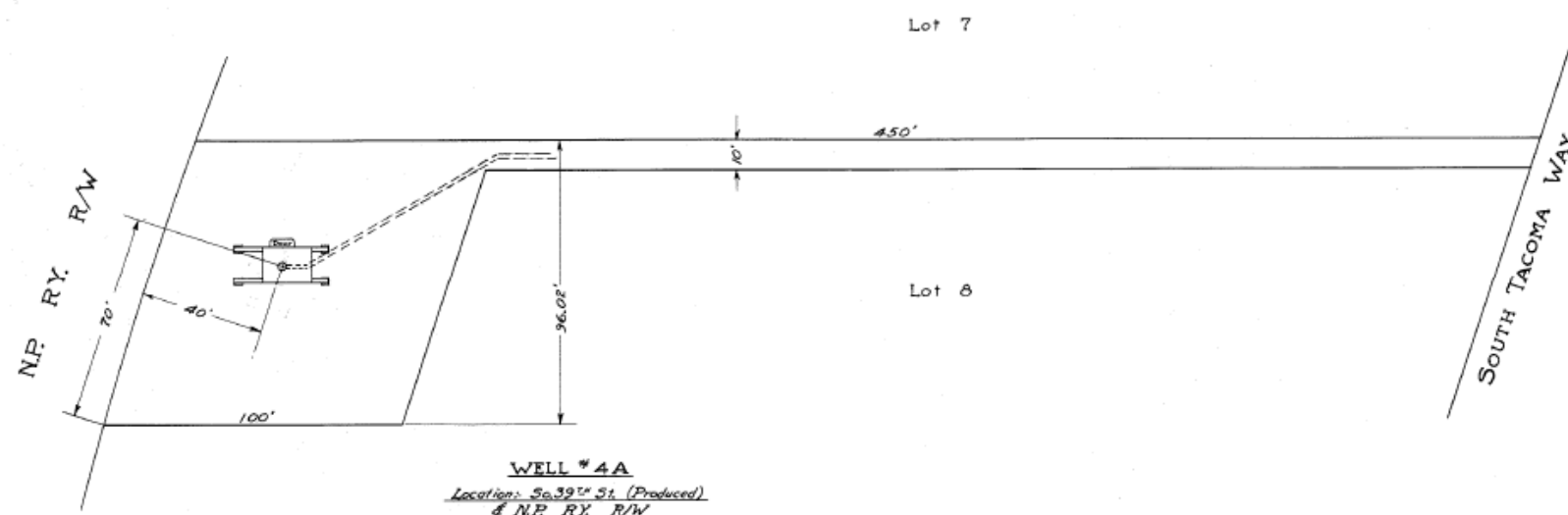
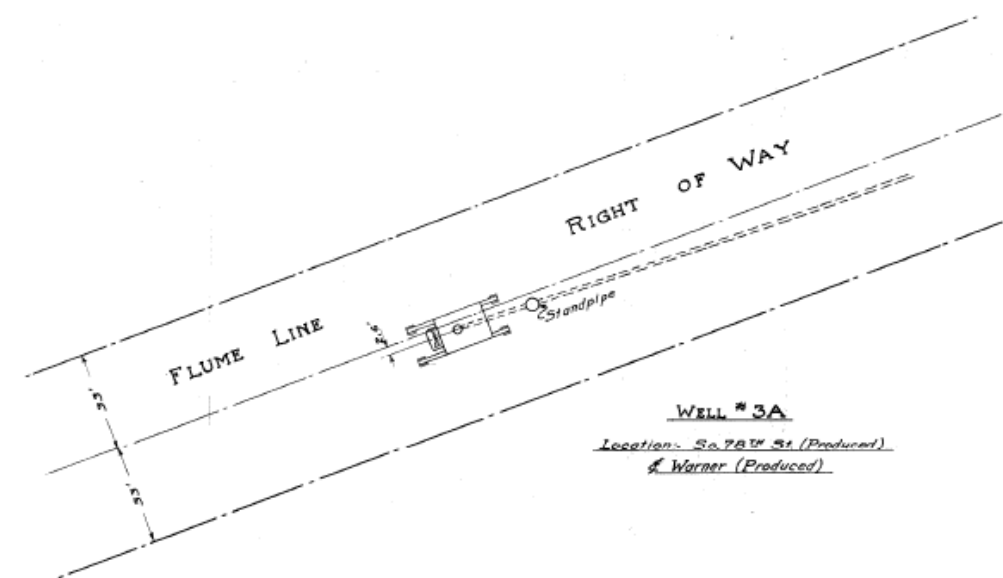
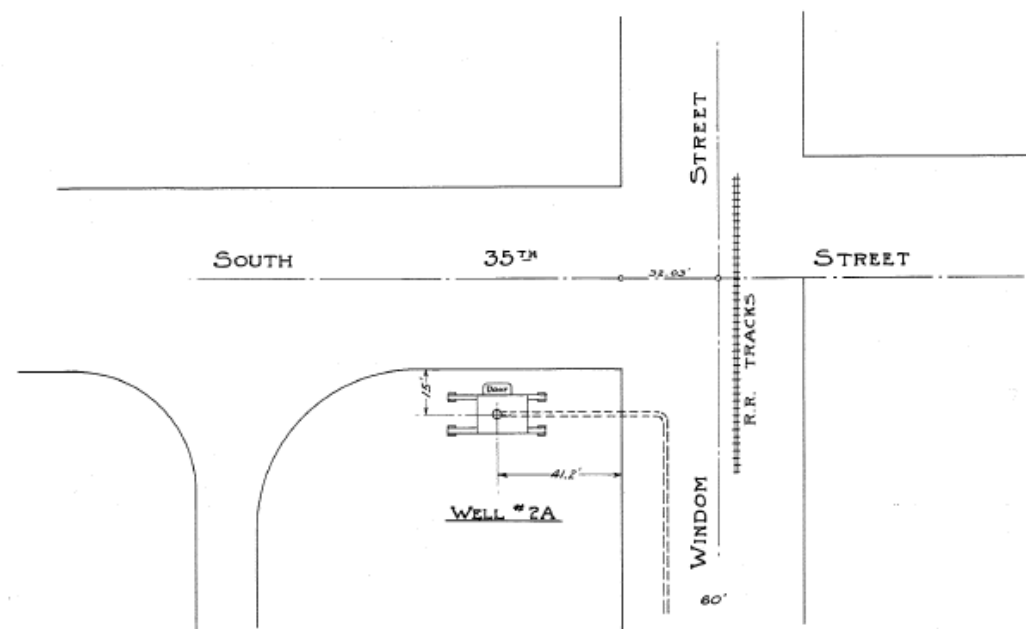
WATER DEPARTMENT—CITY OF TACOMA

~ PUMP HOUSE -
DETAILS OF BUILDING

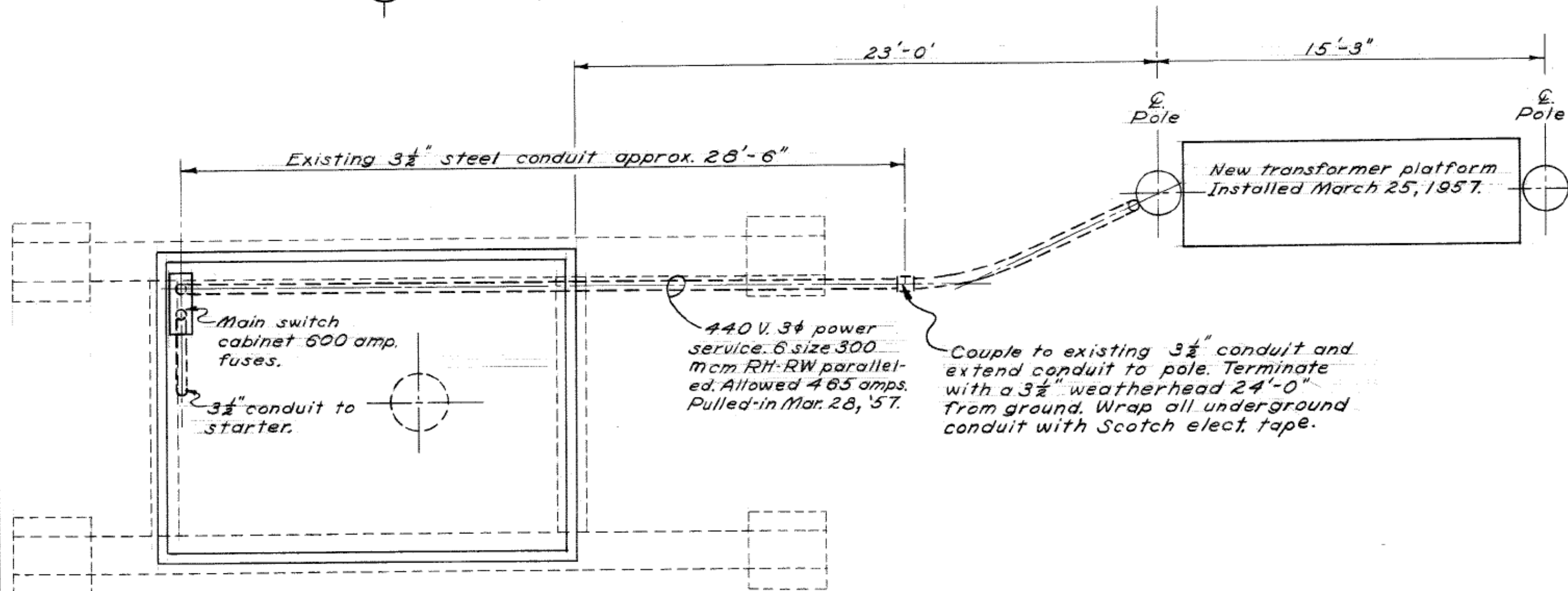
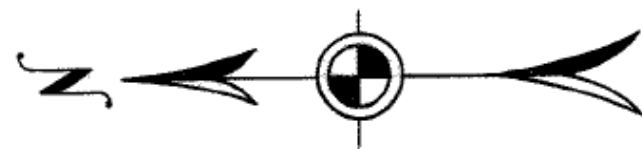
FOR WELL NOS 2-A, 3-A, 4-A & 5A

DATE	REVISION	REVISED BY	DRAWN BY <i>SW</i>	APPROVED <i>W.D. Thomas</i> B.D. Thomas SEAL SEAL
			TRADED BY <i>SW</i>	
			CHECKED BY	
			SCALE <i>1/2" = 1'-0"</i>	
SHEET <i>3 of 3</i>		DATE <i>April 1 1931</i>		DRAWING NO. <i>4-67-</i>

Reference Drawings
 Foundations of Pump House... Sheet 1 Dwg. 4-67
 Elevations of Pump House... Sheet 2 Dwg. 4-67
 Details of Hatch Covers... Sheet 4 Dwg. 4-67



CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES WATER DIVISION	
W. A. KUNISK SUPERINTENDENT	R. D. O'NEIL COMMISSIONER
A' WELL SYSTEM PROPERTY MAPS WELLS 2A, 3A, 4A & 5A	
DATE: June 1917	SCALE: 1" = 30'
DESIGN: [Signature]	APPROVED: [Signature]
DRAWN: CRY	CHECKED: [Signature]
TRACED: [Signature]	CONVEYOR: [Signature]
W. O. 5776	BRAWING NO. 10-58-17



PLAN

SHOWING POWER CONDUIT
Scale $\frac{1}{4}" = 1'-0"$

REFERENCE DRAWINGS:

Piping Layout 4-73-4
Pump House Foundations 4-67-1
Pump House Elevations 4-67-2

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION

WELL NO. 5-A
MODIFIED POWER SERVICE

DATE 4-1-57

DRAWN EDE

TRACED PLA

CHECKED EDE

W. O. 10/12

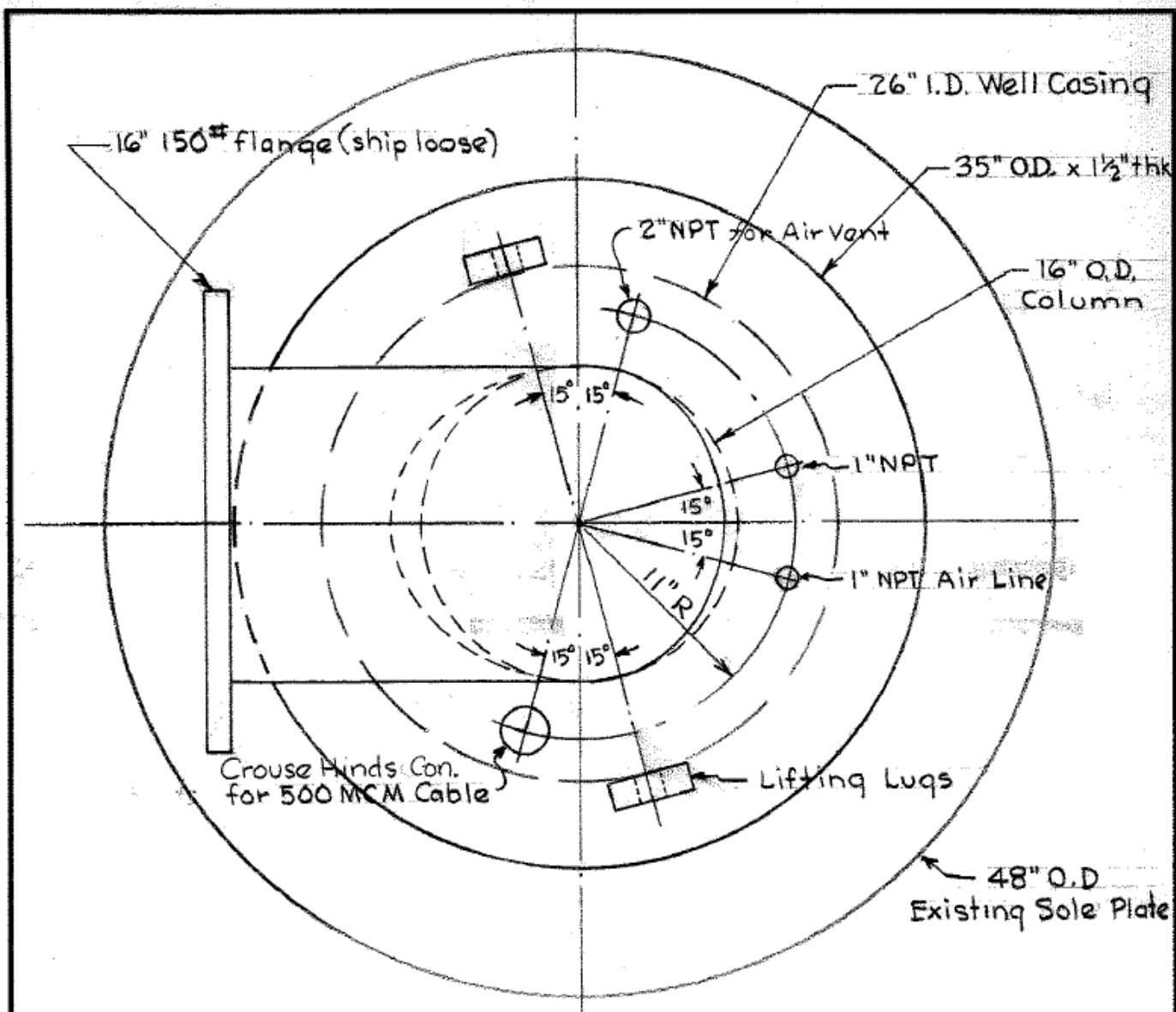
SUPERINTENDENT & CHIEF ENG'R

CHIEF ASST. ENG'R

COMMISSIONER

SCALE
 $\frac{1}{4}" = 1'-0"$

DRAWING
1343-B



CITY OF TACOMA — DEPARTMENT OF PUBLIC UTILITIES — WATER DIVISION

DATE 5-5-71

DESIGN

DRAWN PRH

CHECKED

Mark D. Smith
SECTION CHIEF

ASST. SUPT.

SUPT. OF WATER DIV.

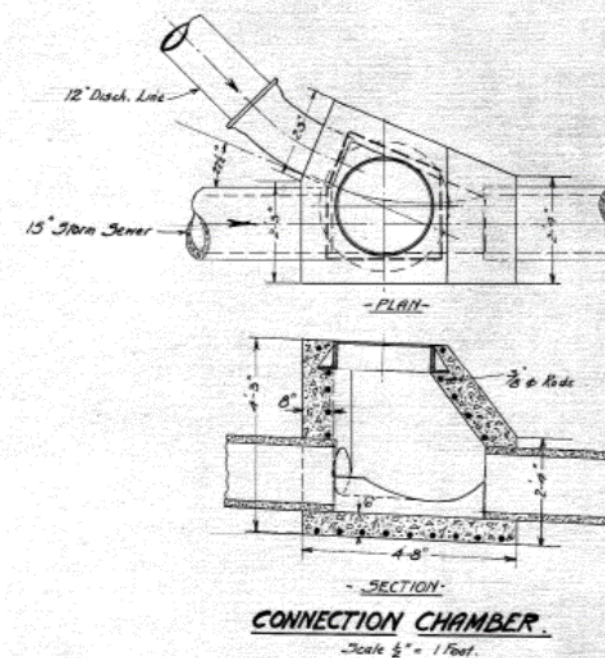
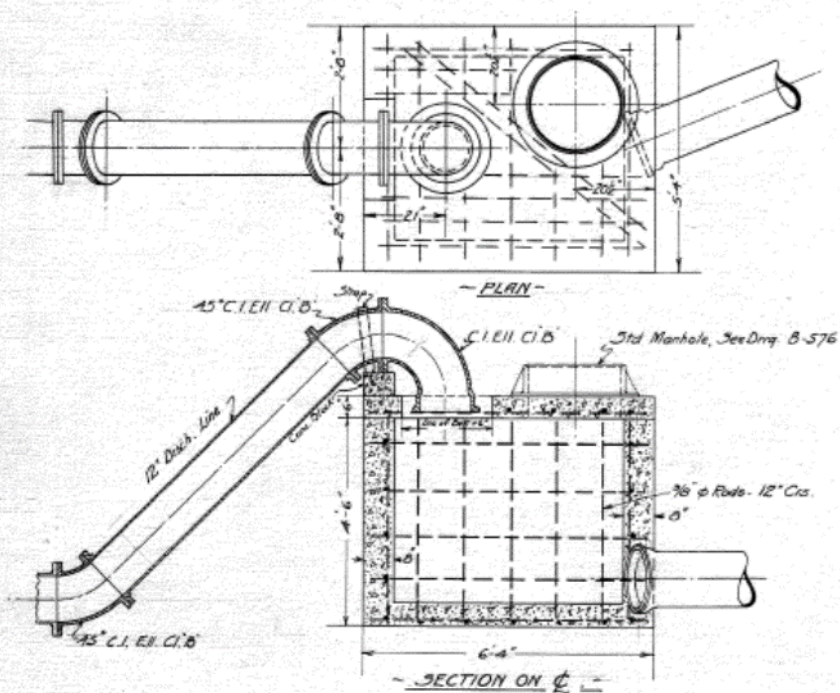
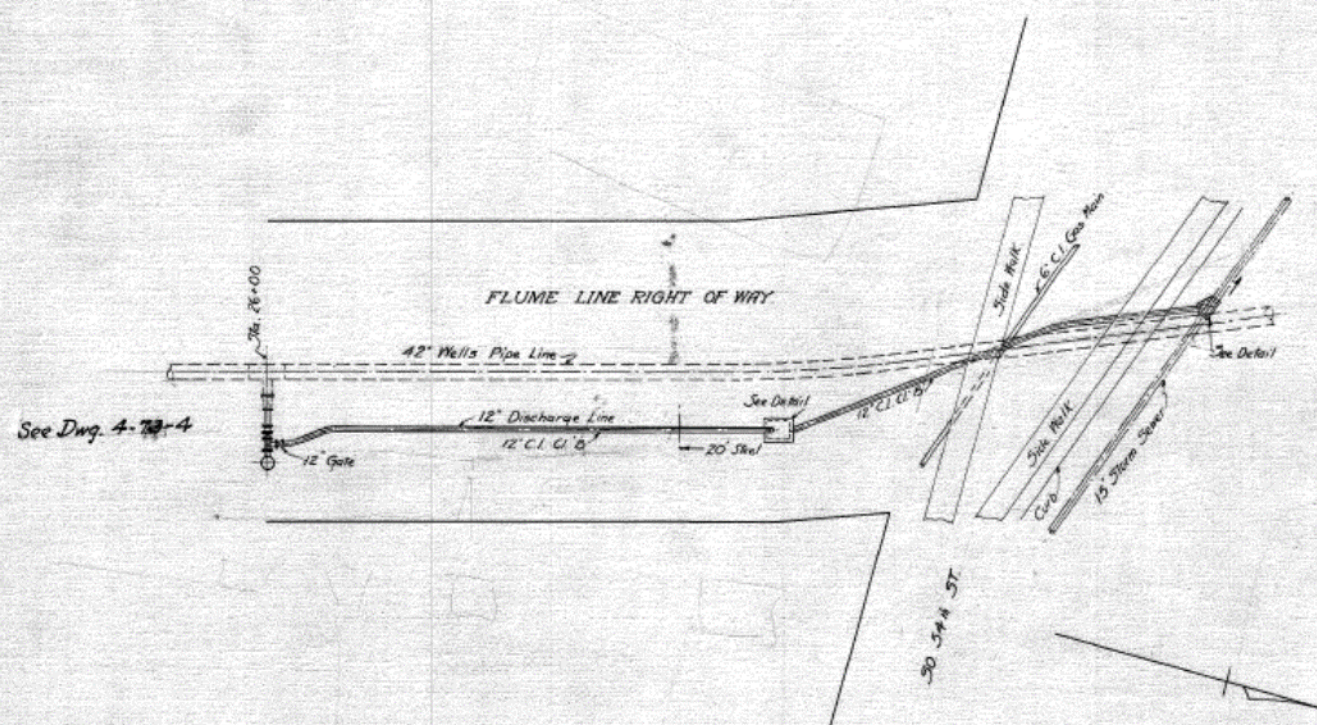
BASE PLATE DETAIL
BJ No 711-S-0039

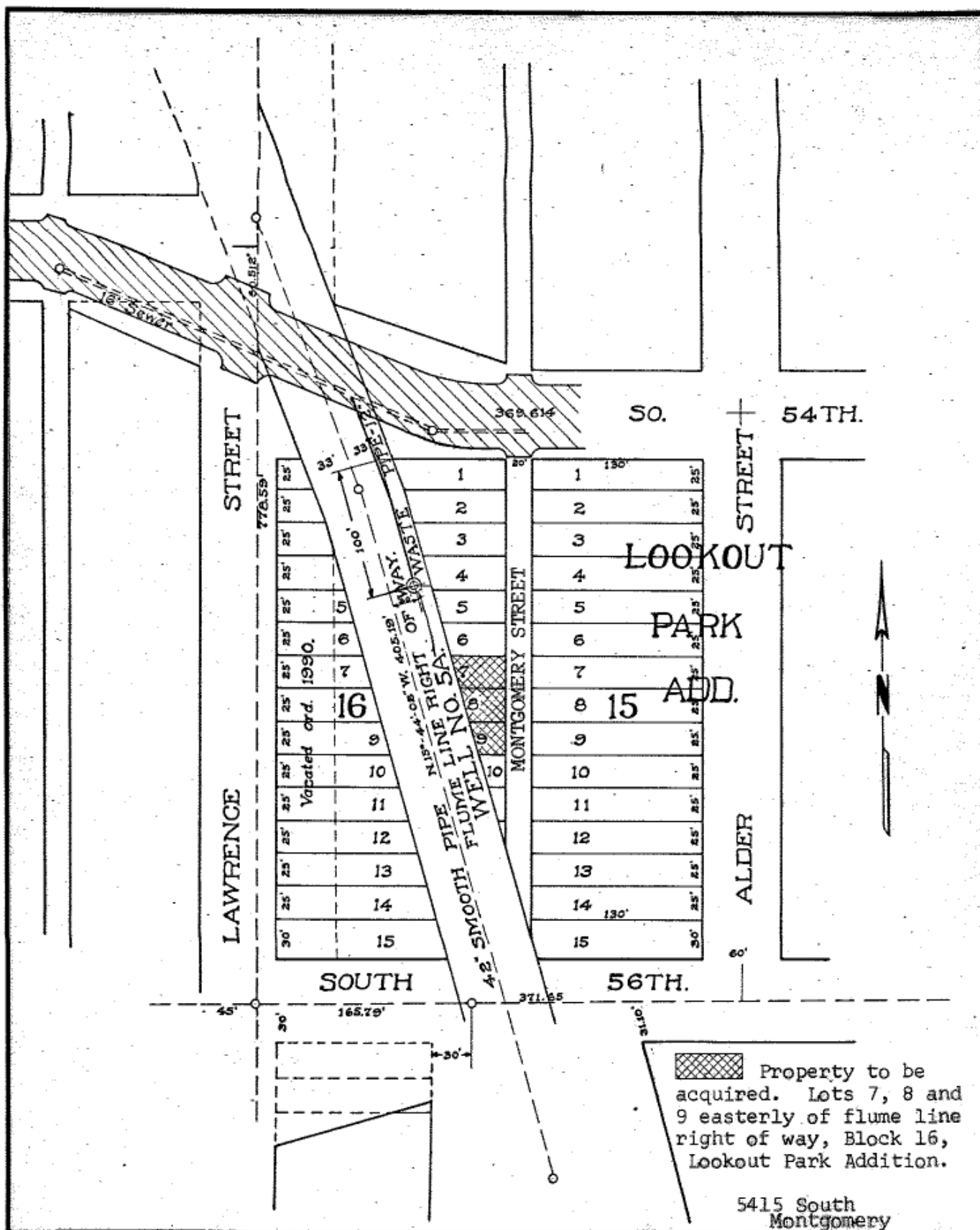
SCALE

1 1/2" = 1'-0"

DRAWING

SKP 57-A

[illegible]



CITY OF TACOMA — DEPARTMENT OF PUBLIC UTILITIES — WATER DIVISION

DATE 7/11/74

DESIGN

DRAWN D.W.B.

CHECKED

Monte D. Emigh
SECTION CHIEF

John Valle
SUPT. OF WATER DIV.

EXHIBIT A

PROPERTY ACQUISITION ADJACENT
TO WELL 5-A

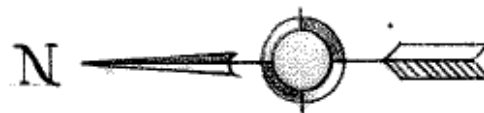
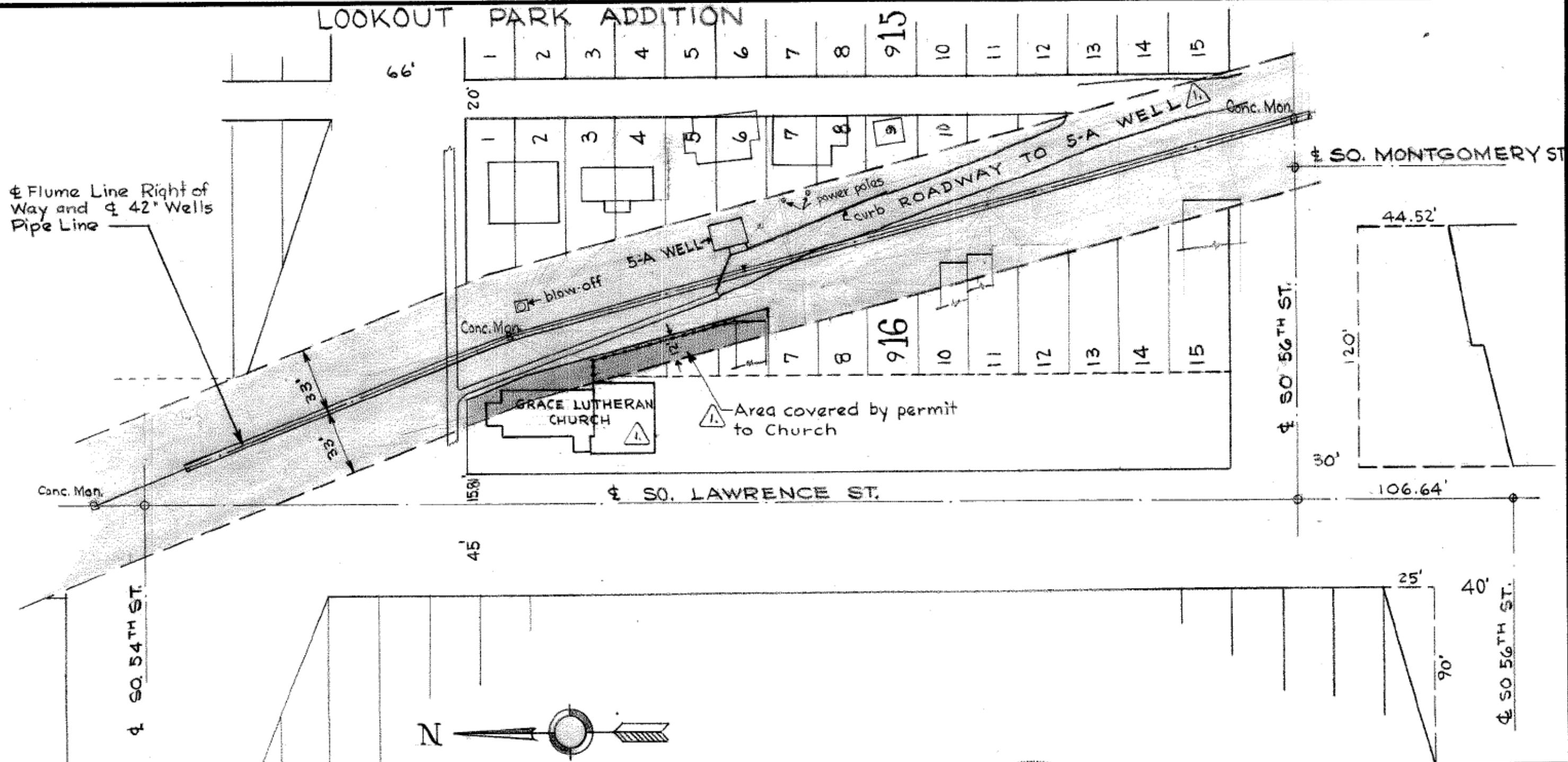
SCALE

1"=100'

DRAWING

840 -A

LOOKOUT PARK ADDITION



1. Revised 9-11-58 P.R.H.

Quarter Section Map #111
Field Book #743

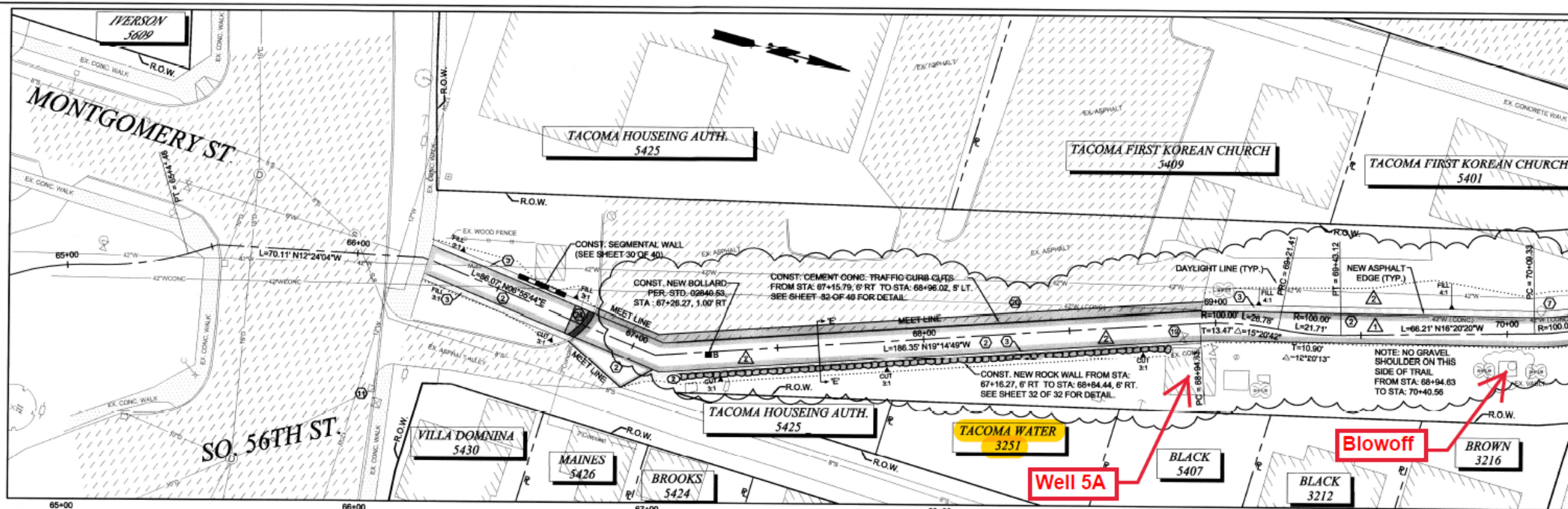
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION

PROPERTY CONTIGUOUS TO
FLUME LINE RIGHT OF WAY
SO. 54TH Street to SO. 56TH Street

DATE 7-23-54
DRAWN PRH
TRACED
CHECKED
w. a. G-10712

SUPERINTENDENT
W. S. [Signature]
[Signature]

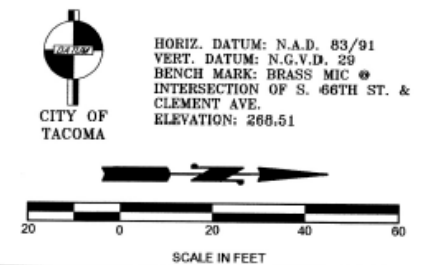
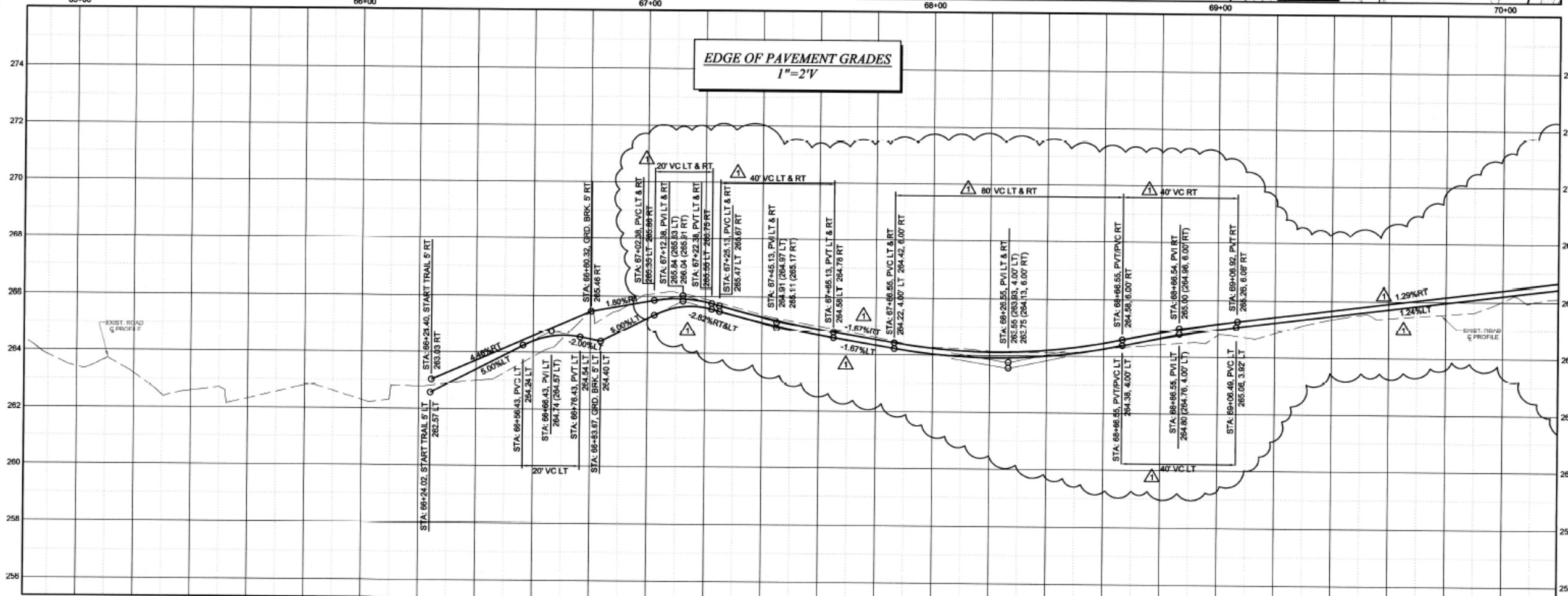
SCALE
1" = 50'
DRAWING
1201-B



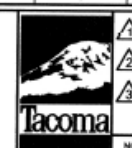
STA 70+00 MATCH LINE
SEE SHEET 23 OF 32

- NOTES:**
1. ODDLY PLACED MONUMENT
 2. SHAPE TO GRADE AND PLACE 2" HMA CL. 1/2" PG. 64-22 OVER 2" CSTC
 3. SHAPE TO GRADE AND PLACE 2" CR. SURFACE TOP COURSE
 4. PROVIDE 6" PVC SAN. SEWER STUB TO 2' BACK OF CURB
 5. RELOCATE BY OTHERS
 6. ADJUSTED BY OTHERS
 7. ADJUST EXIST. MANHOLE TO GRADE
 8. ADJUST EXIST. VALVE
 9. TO BE REMOVED
 10. CONST. CURB RAMP AND DEPRESSED CURB FOR RAMP PER CITY OF TACOMA STANDARD PLAN, SU-05
 11. PROVIDE INLET PROTECTION TO EXISTING OR PROPOSED CATCH BASIN UNTIL REMOVED OR END OF CONSTRUCTION ACTIVITIES
 12. CONNECT TO EXIST. MANHOLE
 13. ADJUST EX. CB & FURNISH NEW FRAME & GRATE
 14. PROVIDE DETECTABLE WARNING PER SU-05
 15. PROVIDE PAVEMENT PATCH PER SU-15
 16. INSTALL NEW GRASS SEEDING AND MULCHING
 17. INSTALL PLASTIC BIKE SYMBOL
 18. INSTALL PLASTIC TRAFFIC ARROW
 19. ADJUST EX. VALVE CHAMBER TO GRADE, FURNISH NEW BOX AND COVER
 20. CONST. CEM. CONC. TRAFFIC CURB WITH DRAINAGE CUT
 21. RELOCATE SPRINKLER HEAD
 22. PROTECT TREE WITH A 10 FT. NO EXCAVATION ZONE
 23. CONST. CONC. TRAIL ENTRANCE 6" THICK
 24. CONST. TYPE 3B CURB RAMP AND DEPRESSED CURB FOR RAMP PER STATE OF WASHINGTON STD. PLAN F-040.15-00
 25. ADJUST VALVE CHAMBER TO GRADE
 26. CONST. CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2 PER SU-08

- PERMANENT SIGNING SCHEDULE:**
1. BIKE WARNING SYMBOL (MUTCD W11-1/W16-7P)
 2. "NO MOTOR VEHICLES" (MUTCD R5-3)
 3. "ACCESSIBLE ROUTE" (SEE RFC 001 FOR DETAIL)
 4. CROSS SLOPE ADVISORY (SEE RFC 001 FOR DETAIL)
 5. INTERSECTION AHEAD SYMBOL (MUTCD W2-1)
 6. "STOP" (MUTCD R1-1)



RFC - #006



- MODIFY TRAIL ALIGNMENT
- MODIFY TRAIL CROSS-SECTION
- MODIFY TRAFFIC CURB DETAIL

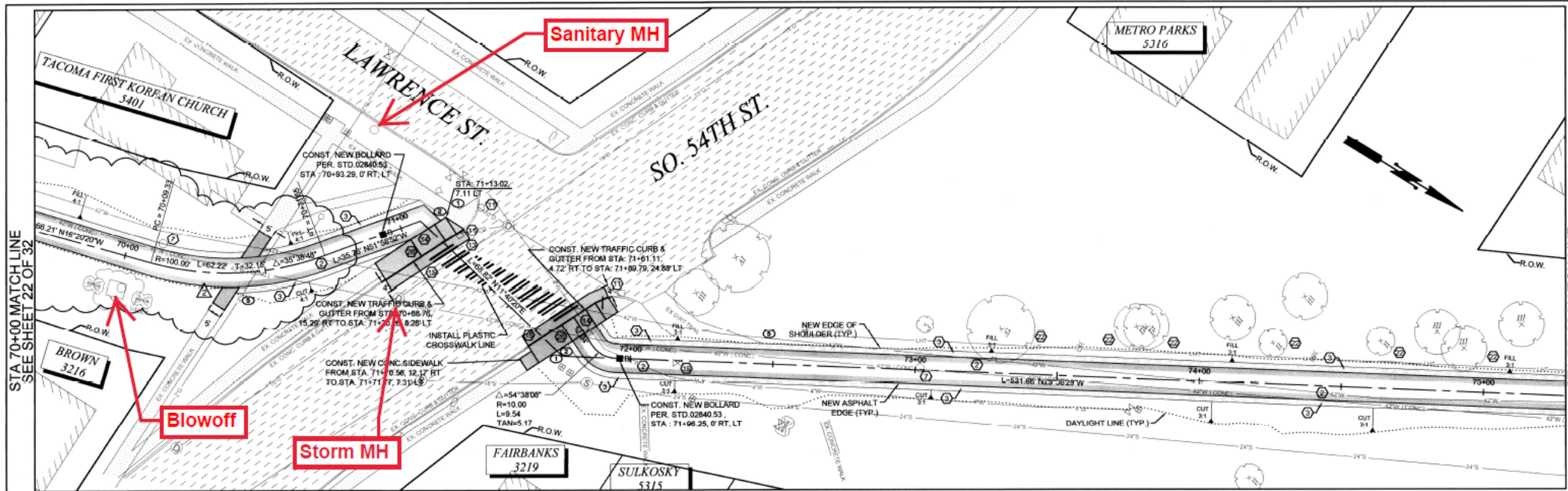
REVISION

11/2/2008	LTG	DATE	JUNE 2008	SCALE	1" = 20'
11/2/2008	LTG	DESIGNED	LTG	CHECKED	DCS
11/2/2008	LTG	DRAWN	BRU/REE	PROJECT NAME	WATER DITCH
		FIELD BOOKS	3758	DRAWING NAME	WaterDitchTrail43-54



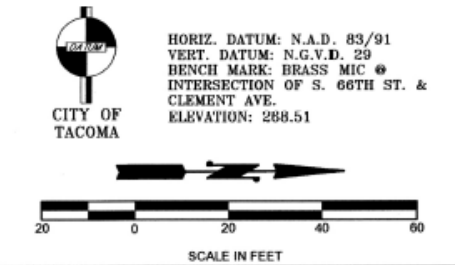
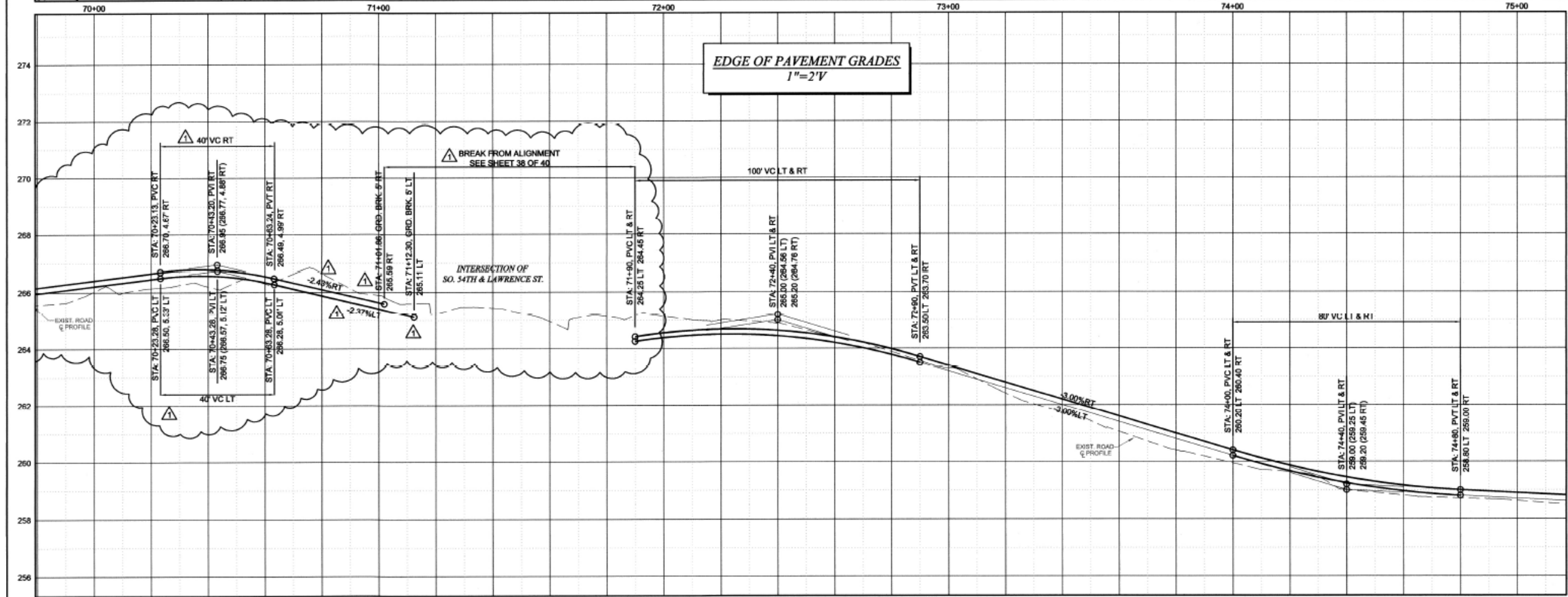
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS
WATER DITCH TRAIL
S. 56TH STREET TO S. 54TH STREET
STA 65+00 TO STA 70+00

PWK-00216
SHEET 22 OF 40



- NOTES:**
1. CONST. POURED MONUMENT
 2. SHAPE TO GRADE AND PLACE 2" HMA CL. 1/2" PG. 64-22 OVER 2" CSTC
 3. SHAPE TO GRADE AND PLACE 2" CR. SURFACE TOP COURSE
 4. PROVIDE 6" PVC SAN. SEWER STUB TO 2' BACK OF CURB
 5. RELOCATE BY OTHERS
 6. ADJUST BY OTHERS
 7. ADJUST EXIST. MANHOLE TO GRADE
 8. ADJUST EXIST. VALVE
 9. TO BE REMOVED
 10. CONST. CURB RAMP AND DEPRESSED CURB FOR RAMP PER CITY OF TACOMA STANDARD PLAN, SU-05
 11. PROVIDE INLET PROTECTION TO EXISTING OR PROPOSED CATCH BASINS UNTIL REMOVED OR END OF CONSTRUCTION ACTIVITIES
 12. CONNECT TO EXIST. MANHOLE
 13. ADJUST EX. CB & FURNISH NEW FRAME & GRATE
 14. PROVIDE DETECTABLE WARNING PER SU-05
 15. PROVIDE PAVEMENT PATCH PER SU-15
 16. INSTALL NEW GRASS SEEDING AND MULCHING
 17. INSTALL PLASTIC BIKE SYMBOL
 18. INSTALL PLASTIC TRAFFIC ARROW
 19. ADJUST EX. VALVE CHAMBER TO GRADE, FURNISH NEW BOX AND COVER
 20. CONST. CEM. CONC. TRAFFIC CURB WITH DRAINAGE CUT
 21. RELOCATE SPRINKLER HEAD
 22. PROTECT TREE WITH A 10 FT. NO EXCAVATION ZONE
 23. CONST. CONC. TRAIL ENTRANCE 6" THICK
 24. CONST. TYPE 3B CURB RAMP AND DEPRESSED CURB FOR RAMP PER STATE OF WASHINGTON STD. PLAN F-040.15-00
 25. ADJUST VALVE CHAMBER TO GRADE
 26. CONST. CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2 PER SU-08

- PERMANENT SIGNING SCHEDULE:**
1. BIKE WARNING SYMBOL (MUTCD W11-1W16-7P)
 2. "NO MOTOR VEHICLES" (MUTCD R5-3)
 3. "ACCESSIBLE ROUTE" (SEE RFC 001 FOR DETAIL)
 4. CROSS SLOPE ADVISORY (SEE RFC 001 FOR DETAIL)
 5. INTERSECTION AHEAD SYMBOL (MUTCD W2-1)
 6. "STOP" (MUTCD R1-1)

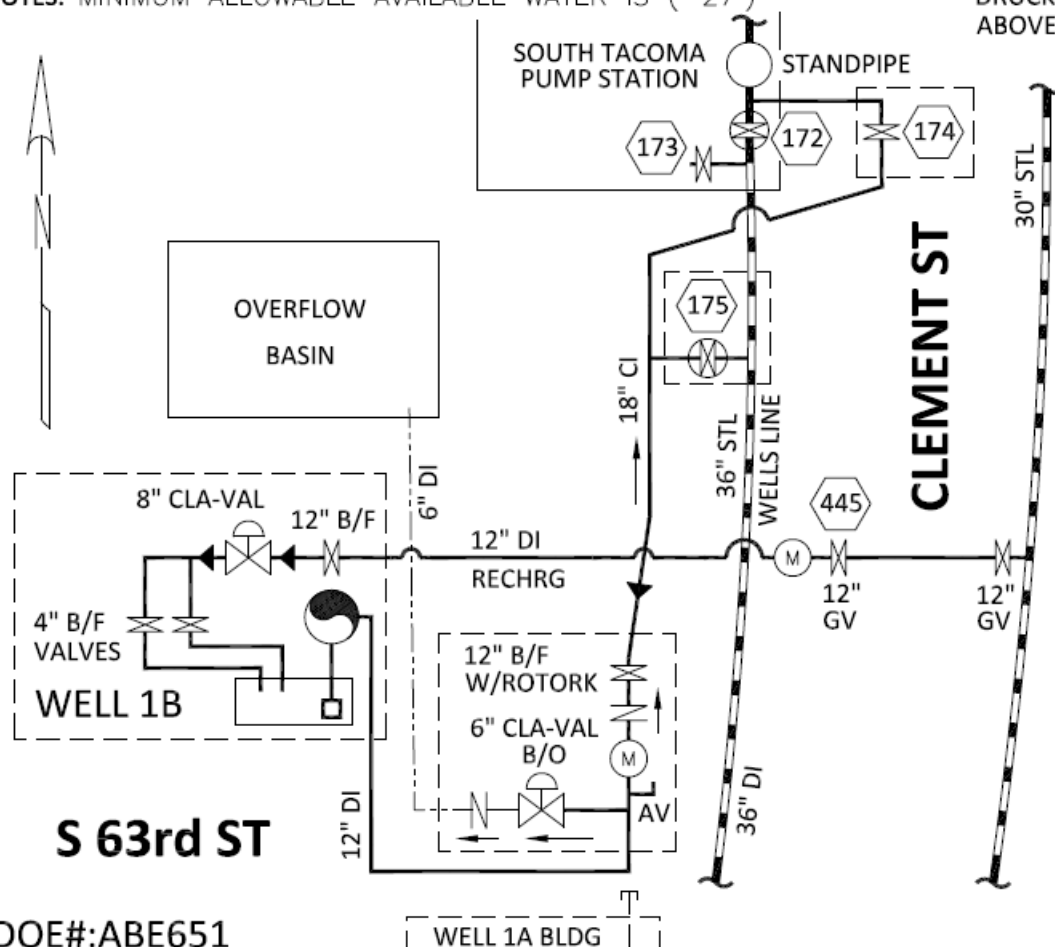


RFC - #006				MODIFY TRAIL ALIGNMENT 11/20/08 LTG MODIFY TRAIL CROSS-SECTION 11/20/08 LTG MODIFY TRAFFIC CURB DETAIL 11/20/08 LTG		DATE: JUNE 2008 DESIGNED: LTG CHECKED: DCS DRAWN: BRUIREE PROJECT NAME: WATER DITCH DRAWING NAME: WaterDitchTrail43-54		CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS WATER DITCH TRAIL S. 47TH TO S. 56TH THRU SOUTH PARK STA 70+00 TO STA 75+00		PWK-00216 SHEET NO. 23 OF 40	
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WELL			YEAR DRILLED: 1995			OPERATION: REMOTE/AUTOMATIC		
SURFACE ELEV: 257.75			DISCHARGE ELEV: 250.92			DEPTH: 288.5 FT		
OUTER CASING: 30		INCH OD	LENGTH: 168		FT	MEAS PT: TOP OF PUMP HEAD		
INNER CASING: 24		INCH OD	LENGTH: 124.5		FT	MEAS PT ELEV: 249.21		
SCREEN: SLOTTED, 24		INCH ID	LENGTH: 25 PLUS 35		FT			
PUMP			MFG: BYRON JACKSON			MODEL/TYPE: 15 HQL SUBMERSIBLE		
YEAR PURCHASED/REBUILT: 1972 (FOR WELL 1A)			YEAR INSTALLED: 1995 (MOVED FROM 1A)					
SERIAL NUMBER: 721-S-0059			COLUMN PIPE DIA: 12" WELDED STEEL					
CAPACITY: 3000		GPM @	130	FT TDH		SIZE: 15"		# STGS: 2
TOP OF PUMP ELEV: 100.02		1ST STG IMPELLER EL: 97.92		PUMP INLET ELEV: 96.42				
MOTOR			MFG: BYRON JACKSON			SERIAL NUMBER: 721-S-0059		
HP: 150		RPM: 1754		VOLTS: 480, 3Ø		AMPS: 182		
YEAR PURCHASED/REBUILT: 1972 (FOR WELL1A)			YEAR INSTALLED/REBUILT: 1995					
INSTRUMENTATION			ELECTRONIC PROBE ELEV: 127.71			MIN. ALLOWABLE WATER ELEV: 101		

NOTES: MINIMUM ALLOWABLE AVAILABLE WATER IS (-27')

DRUCK PROBE RAISED 30' ABOVE 1st STAGE IMPELLER

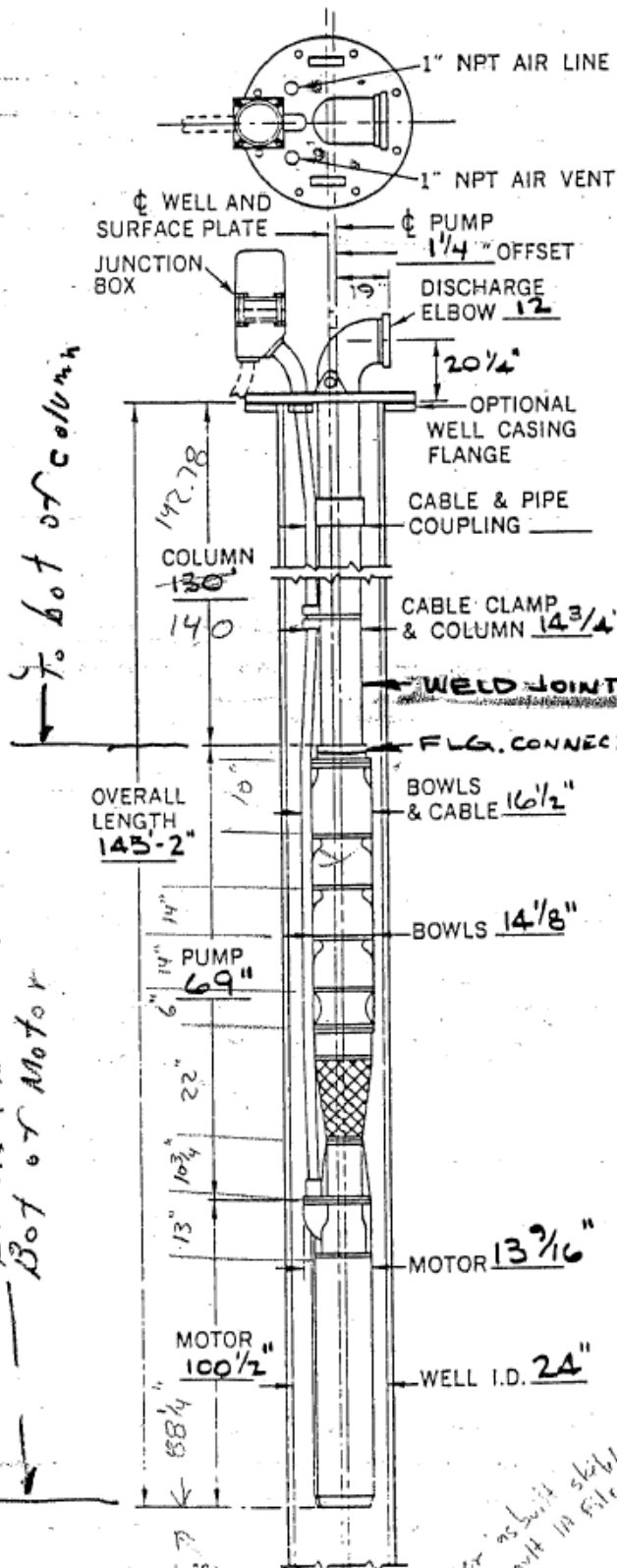


DOE#:ABE651

WELL 1A BLDG

Revised: APRIL 2019	Dwg's: 16-54 Series, 2070-B, 16-18-10	Vertical Datum: NGVD29	
File Name: w01B	WELL 1B		Map#: 203/75
Mgr Approval:	Primary Address/Utility Address: 3102 S 63rd ST		4.01

SUBMERSIBLE OUTLINE STANDARD WELL SEAL — JUNCTION BOX CONSTRUCTION



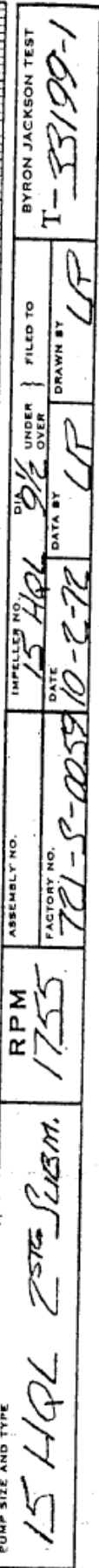
DATE 7-10-72
 NAME OF CUSTOMER CITY OF TACOMA
WELL 1A
 PROPOSITION NO. 48156-SF
 ORDER NO. _____
 PURCHASE ORDER NO. _____
 NO. OF UNITS ONE
 SURFACE PLATE 31" O.D. 1 1/4" TH'K
 8-7/8" FOUNDATION HOLES, STR. & ON 29" B.C.
12" WELD JOINT P.O.E. COLUMN
12" " -150= F.F. (STEEL) DISCHARGE FLANGE
 BOWL ASSEMBLY 15 HQ L 2 STGS.
150 H.P. 1754 RPM. B.J. SUBM. MOTOR TYPE H
14 SIZE 3 PH. 60 CYCLE 460 VOLT
3000 GPM 130 TDH
 CABLE SIZE 300 MCM VOLTAGE 460 LENGTH 155'
 REMARKS: WATER TIGHT JUNCTION BOX
SPECIAL PLATE 48" OD
X 1 1/8" THICK

Measured druck tube = 158'-1 1/2" from surface
R

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

JOB NO. _____ PROP. NO. _____

 CERTIFIED _____ DATE _____
 CORRECT _____



PUMP ST DATA

PUMP SIZE AND TYPE				GUARANTEED PUMPING CONDITIONS										TESTED BY: <u>LP</u>		FOR B. J.	
IMPELLER DRAWING	DIAMETER	VARIABLE UNDER	PISTON OVER	R.P.M.	G.P.M.	T.O. HEAD	PUMP EFF.	OVERALL EFF.	NPSH	S.F. GR	WITNESSED BY:	FOR: <u>CITY OF TACOMA</u>	CUSTOMER'S ORDER NO.	ITEM NO. <u>1</u>	JOB NO. <u>721-S-0059</u>	NOTES: <u>SHEET 1 OF 2.</u>	
15 HQL 2.5 TB SUBM.				DIFF. VEL. NO. BETWEEN GAUGES AT <u>12</u>				I.D. DISCH. <u>1000</u>									
15 HQL 9 1/2				AND I.D. SUCT. = <u>11.5</u> FT AT <u>1000</u> G.P.M.													
				TEST MOTOR NO. <u>243-100</u> H.P. <u>4</u> POLES <u>440</u> VOLTS													
				MOTOR EFF. $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{2}$													
				BAROMETRIC PRESSURE - IN. HG. <u>30</u>													
READING NO	SUCT. HD.		DISCHARGE HEAD		ELEVATION HEAD	DIFFERENTIAL HEAD	TOTAL DYNAMIC HEAD IN FEET	CAPACITY MEASURED WITH <u>8 x 5</u> <u>VENTURI</u>	POWER				PUMP EFFICIENCY	OVERALL EFFICIENCY			
	FEET OF MERCURY	FEET OF WATER	GAUGE USED <u>#22</u> <u>0-160</u>	PSI HEAD					PSI CORRECTED	WATER Horse Power	Brake Horse Power	WATT Meter Reading			EQUIV. H.P. INPUT	KILOWATTS INPUT	S.P. GR.
1	17.5		38.5	89.0	6.3	1.7	97.0	3710	91.2	13.3	380	392	90.4				
2			42.5	107.5		1.4	115.2	3360	91.8	17.8	395	353	83.0				
3			54.5	145.8		1.1	134.2	2980	100.2	19.7	405	38.8	83.1				
4			61.8	147.7		0.8	149.8	2500	94.6	19.7	401	37.5	83.9				
5			68.8	158.9		0.5	165.7	2110	84.2	18.1	397	36.0	71.3				
6			78.6	181.7		0.3	188.3	1480	70.4	19.7	405	38.8	58.4				
7			86.5	197.0		0.1	205.4	970	50.4	12.6	408	39.8	41.5				
8			109.0	252.0		—	258.3	0	0	140.1	470	161.1	0				
9																	
10																	
11																	
12																	
1																	
2																	
3																	
4																	
5																	
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7																	
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9																	
10																	
11																	
12																	

DATE OF TEST:

10-2-72

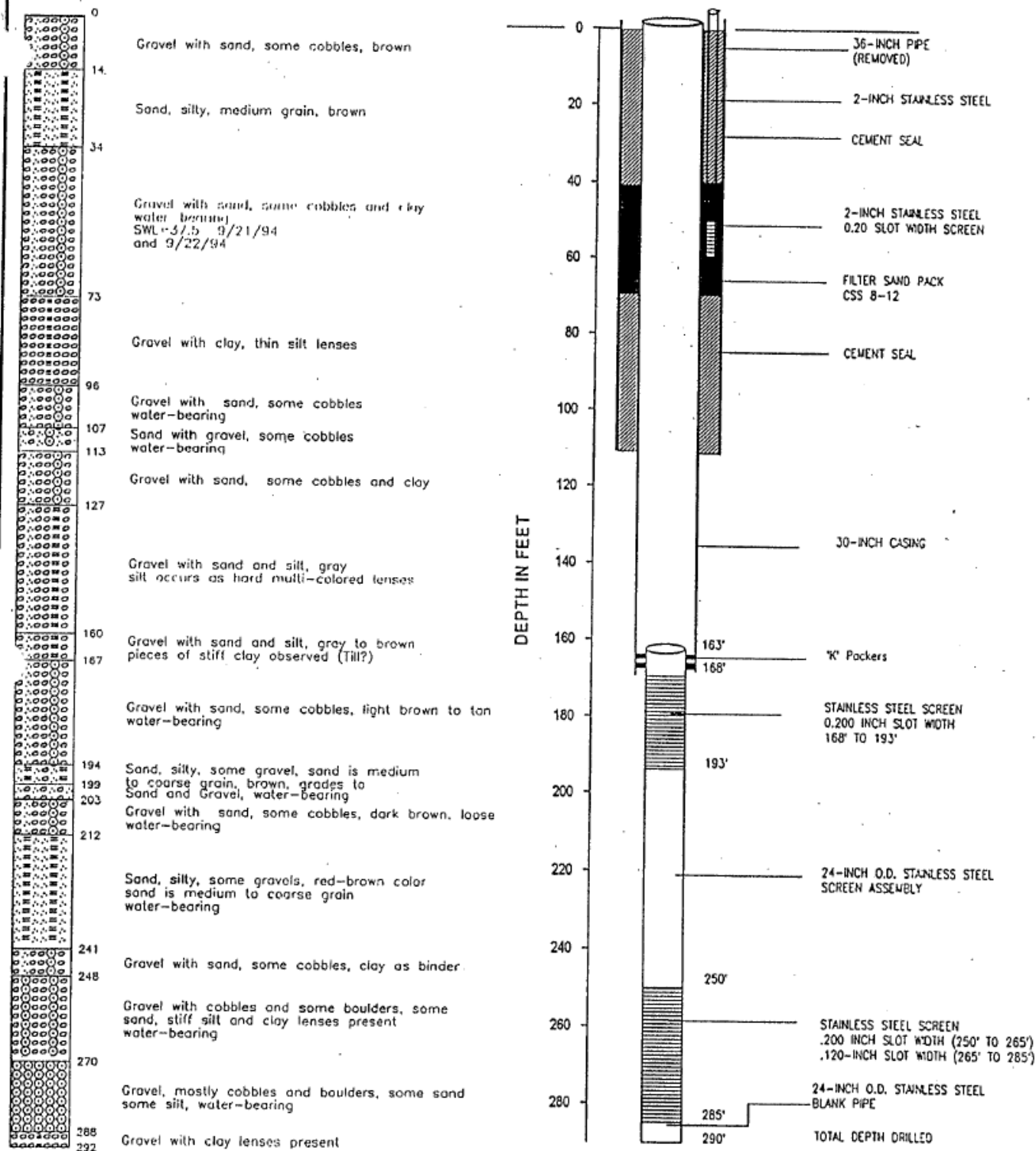
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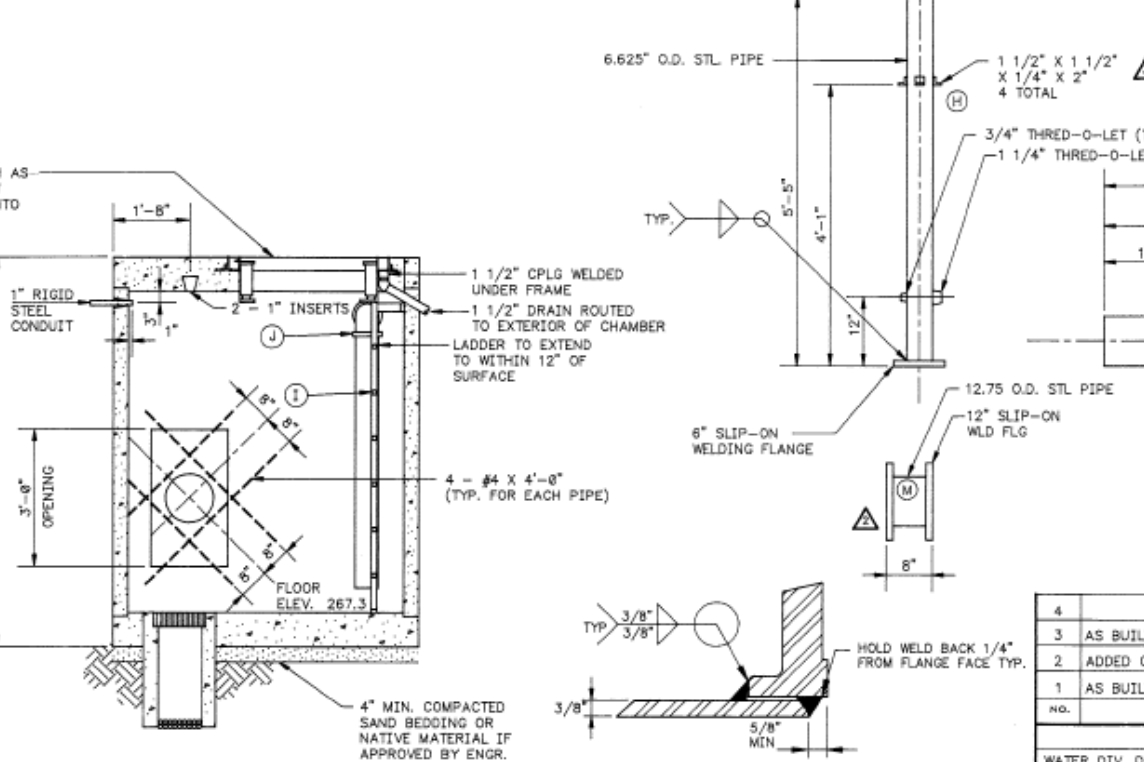
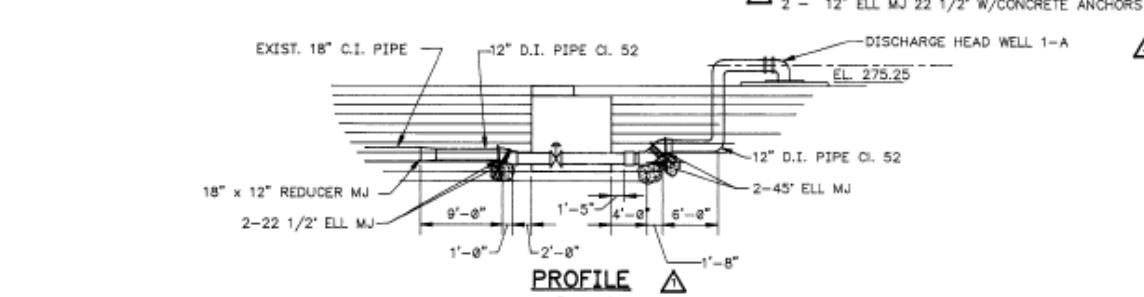
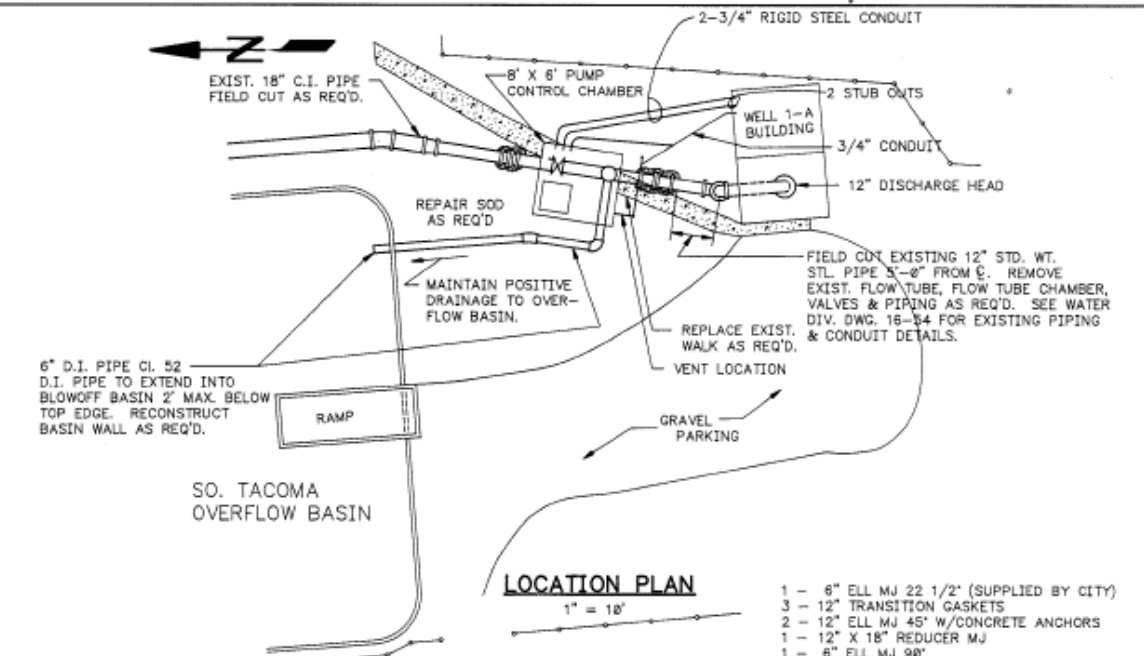
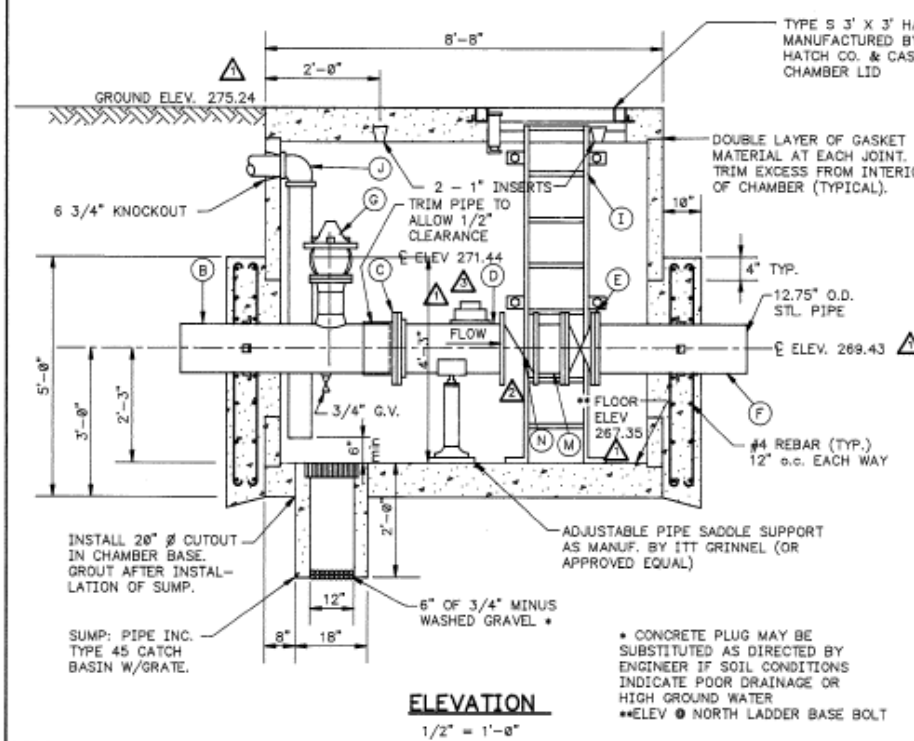
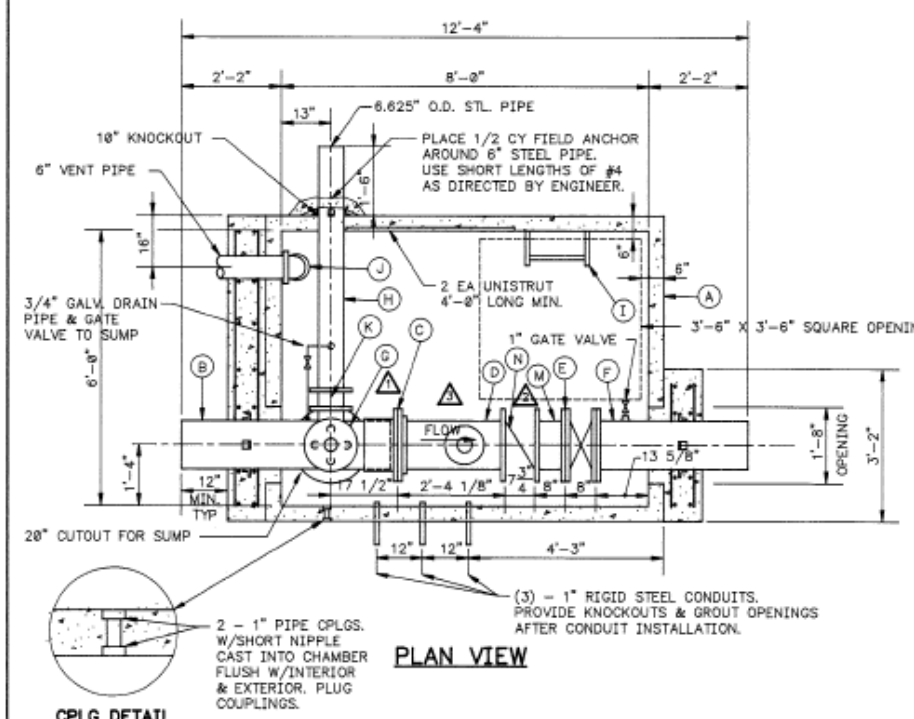
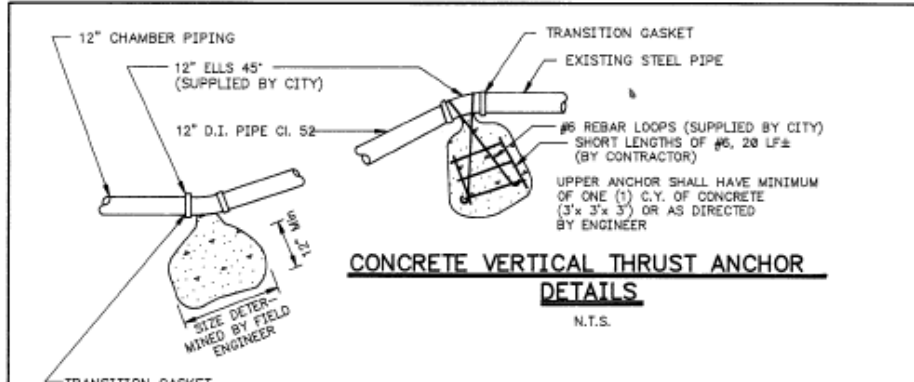
721-S-0059

T- 23100-1

PUMP TEST DATA

PUMP SIZE AND TYPE				GUARANTEED PUMPING CONDITIONS										TESTED BY		FOR S. J.																							
IMPELLER DIA.	IMPELLER TYPE	IMPELLER DIA.	IMPELLER TYPE	R.P.M.	G.P.M.	T.D. HEAD	PUMP EFF.	OVERALL EFF.	W.P.H.	SP. GR.	WITNESSED BY		FOR S. J.																										
1540L	9 1/2"	1540L	9 1/2"	1734	300	130	85%				10	FOR CITY OF TACOMA																											
DIFF. VEL. HD. BETWEEN GAUGES AT				I.D. DISCH.								ITEM NO. 1		JOB NO. 721-S-0059																									
AND I.D. SUCT. = 12.5 FT AT				1000 G.P.M.								CUSTOMER'S ORDER NO.																											
TEST MOTOR NO. 45-100 M.P. 4 POLES				440 VOLTS								NOTES		SHEET 2 OF 2																									
MOTOR EFF. = 80%				1/2																																			
BAROMETRIC PRESSURE -				IN. HG.																																			
SUCT. HD.				DISCHARGE HEAD				CAPACITY				POWER				PUMP				OVERALL																			
FEET OF MERCURY		FEET OF WATER		G.A.U.G.E. USED		PSI HEAD		PSI CORRECTED		MEASURED WITH		WATER		HORSE		POWER		BRAKE		HORSE		WATT		METER		READING		EQUIV.		H.P. INPUT		CORRECTED		H.P. INPUT		EFFICIENCY		EFFICIENCY	
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1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		18		19		20	
1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		18		19		20	
1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		18		19		20	
1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		18		19		20	
1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		18		19			

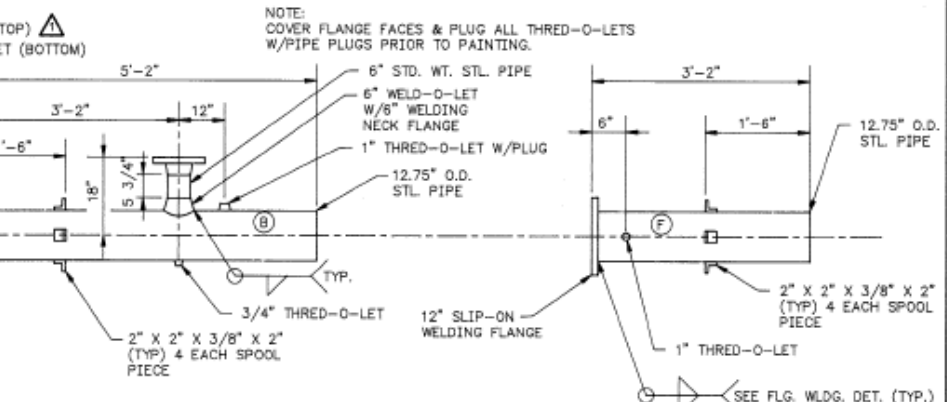




- ### NOTES
- ALL FLANGE BOLT HOLES TO STRADDLE THE VERTICAL CENTERLINE OF PIPES.
 - USE STD. WT. STEEL PIPE WITH 150# SLIP-ON WELDING FLANGES. WELD AS SHOWN ON DETAILS.
 - ALL WELDS SHALL DEVELOPE FULL STRENGTH OF PLATE.
 - SANDBLAST INTERIOR AND EXTERIOR OF EACH SPOOL TO CONFORM TO STEEL STRUCTURAL PAINTING COUNSEL S.P. 5-63. PAINT SPOOL PIECES IN ACCORDANCE WITH PAINT MANUFACTURER'S INSTRUCTIONS AND AS FOLLOWS: (INITIAL PAINTING OF STEEL SPOOL PIECES BY CITY. TOUCH UP BY CONTRACTOR) INTERIOR: TWO OR MORE COATS OF TNEC 20-1255 BEIGE "PORTA-POX" TO YIELD A DRY FILM THICKNESS OF 5-8 MILS. EXTERIOR: THREE OR MORE COATS OF TNEC 20-1255 BEIGE "PORTA-POX" TO YIELD A DRY FILM THICKNESS OF 12 MILS. MINIMUM.
 - CHAMBER TO BE VENTED IN ACCORDANCE WITH WATER DIVISION DWG. 956-A & AS MODIFIED IN THIS PLAN
 - ALL REINFORCING STEEL TO HAVE A MINIMUM OF 1" COVER
 - ANCHORS TO BE POURED IN FIELD AFTER PIPE CHAMBER INSTALLATION. CONCRETE ANCHORS TO BE 3000 PSI (5 SACK) WITH MAXIMUM AGGREGATE SIZE OF 3/4".
 - THE ENTIRE EXTERIOR OF THE VAULT INCLUDING THE BOTTOM SHALL BE SEALED WITH TWO (2) COATS OF DEHYDRAINE #4 OR APPROVED EQUAL TO ENSURE WATER TIGHTNESS. COAT PER MANF. RECOMMENDED DIRECTIONS.
 - ALL CHAMBER JOINTS TO BE SEALED WITH 2 LAYERS OF GASKET MATERIAL AND EXTERIOR OF JOINTS TO BE COATED WITH AN APPROVED SEALANT TO PREVENT GROUND WATER INTRUSION. TRIM GASKET MATERIAL FROM INTERIOR OF CHAMBER.
 - ALL BOLTS AND GASKETS TO BE FURNISHED BY CONTRACTOR.
 - FORMING FOR VAULT ANCHOR SHALL BE ADEQUATELY SIZED AND BRACED TO PREVENT ANY FORM SPREADING ON INTERIOR OR EXTERIOR OF VAULT. INTERIOR OF VAULT TO BE SMOOTH, FLAT AND FINISHED. INTERIOR OF VAULT TO BE PAINTED WHITE AS SPECIFIED. NO PAINT TO BE ALLOWED ON PIPE, EQUIPMENT, OR APPURTENANCES WITHIN CHAMBER.
 - INSTALL DOUBLE DOOR CHECK VALVE WITH HINGE PIN IN VERTICAL POSITION.
 - BUTTERFLY VALVE TO BE INSTALLED WITH STEM IN VERTICAL DIRECTION.
 - EXISTING FLOW METER CHAMBER TO BE REMOVED BY CONTRACTOR. EXISTING FLOW METER TO BE TURNED OVER TO CITY.
 - ALL RIGID STEEL CONDUIT TO EXTEND 1" MIN. INTO VAULT W/THREADED END. GROUT OPENING.

CHAMBER PARTS LIST

ITEM	QTY.	DESCRIPTION
A	1	P.I.P.E. INC. MODEL 687 VAULT W/E27-36RC TOP TO CONFORM TO ASSHO H-20-44 DESIGN LOADING, SUPPLIED WITH CHAMBER GASKETS. INSERT TO BE CAPABLE OF SUPPORTING A #2000 WORKING LOAD. INSTALL A TYPE S HATCH AS MANUFACTURED BY LW HATCH CO. & CAST INTO CHAMBER LID
B	1	12" STEEL PIPE SPOOL PIECE AS SHOWN IN PIPE FABRICATION DETAILS BELOW. (SUPPLIED BY CITY)
C	1	12" FORD STYLE 92 FLANGED CPLG ADAPTER CAT #10045, F92-1820-1278
D	1	12" SPARKLING MODEL FM102 FLANGED TUBE PROPELLER METER (SUPPLIED BY CITY).
E	1	12" FLANGED BUTTERFLY VALVE AWWA SPEC C504-74, HENRY PRATT 2FII, NO SUBSTITUTE (SUPPLIED BY CITY).
F	1	12" STEEL PIPE SPOOL PIECE AS SHOWN IN FABRICATION DETAILS BELOW. (SUPPLIED BY CITY)
G	1	6" CLAYTON ANGLE PRESSURE RELIEF VALVE. MODEL NO. 50A-01. (SUPPLIED BY CITY)
H	1	6" STEEL PIPE SPOOL PIECE AS SHOWN IN PIPE FABRICATION DETAILS BELOW. (SUPPLIED BY CITY)
I	1	STANDARD VERTICAL LADDER AS PER WATER DIVISION DWG. 935-B.
J	1	6" VENT PIPE AS DETAILED IN WATER DIVISION DWG. 956-A & AS MODIFIED HEREIN.
K	1	6" SERIES 9000 APCO DOUBLE DOOR CHECK VALVE, MODEL #914ER1R (SUPPLIED BY CITY).
M	1	12" FLG X FLG SPOOL PIECE AS SHOWN IN FABRICATION DETAILS
N	1	12" APCO SERIES 9000 DBLE DOOR CHECK VALVE MODEL 9012 AR1F



CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES WATER DIVISION

WELL 1-A 8' X 6' VALVE CHAMBER PIPING LAYOUT AND DETAILS

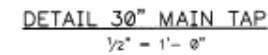
NO.	REVISION	DATE	BY	APP'D.	REV. COMPL.
4	AS BUILT	4/6/88	SRD		
3	AS BUILT	4/6/88	SRD		
2	ADDED CHECK VALVE	9/9/88	SRD		
1	AS BUILT	7/6/88	SRD		

DATE	SUBMITTED	SCALE
1/21/88		NOTED

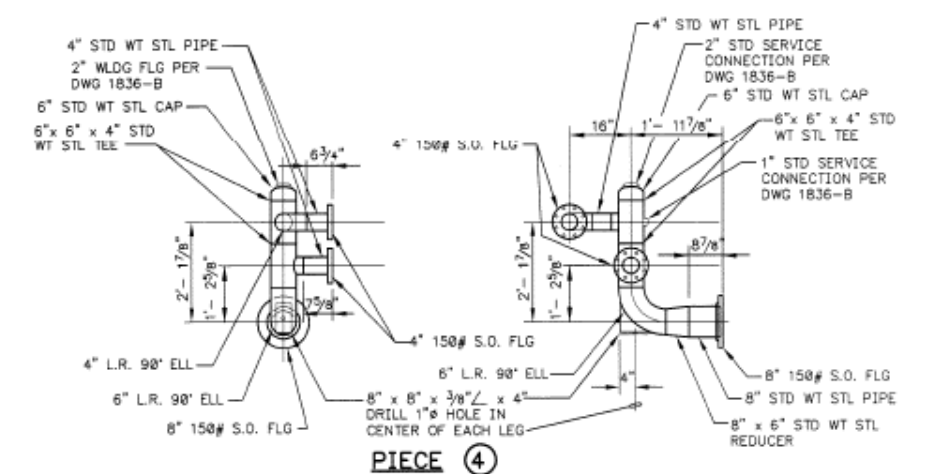
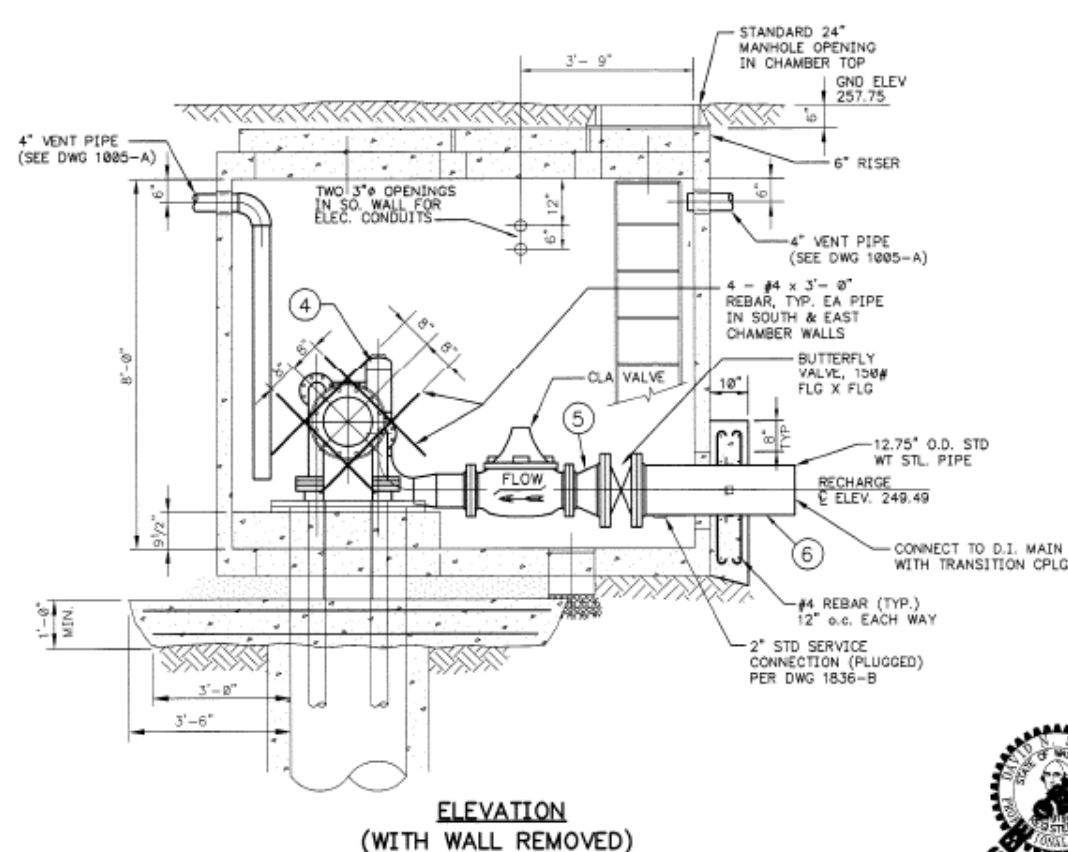
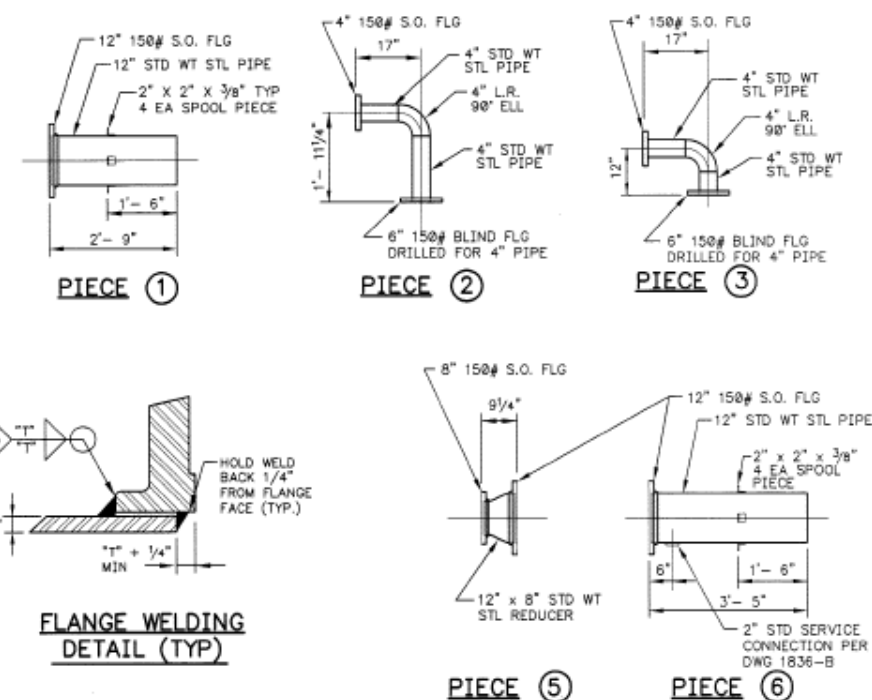
DESIGN	DRAWN	CHECKED	APPROVED	SHEET	OF
KDM	SRD	SRD	CRAIG GIBSON	16-54-1	
			K.F. OLSON		

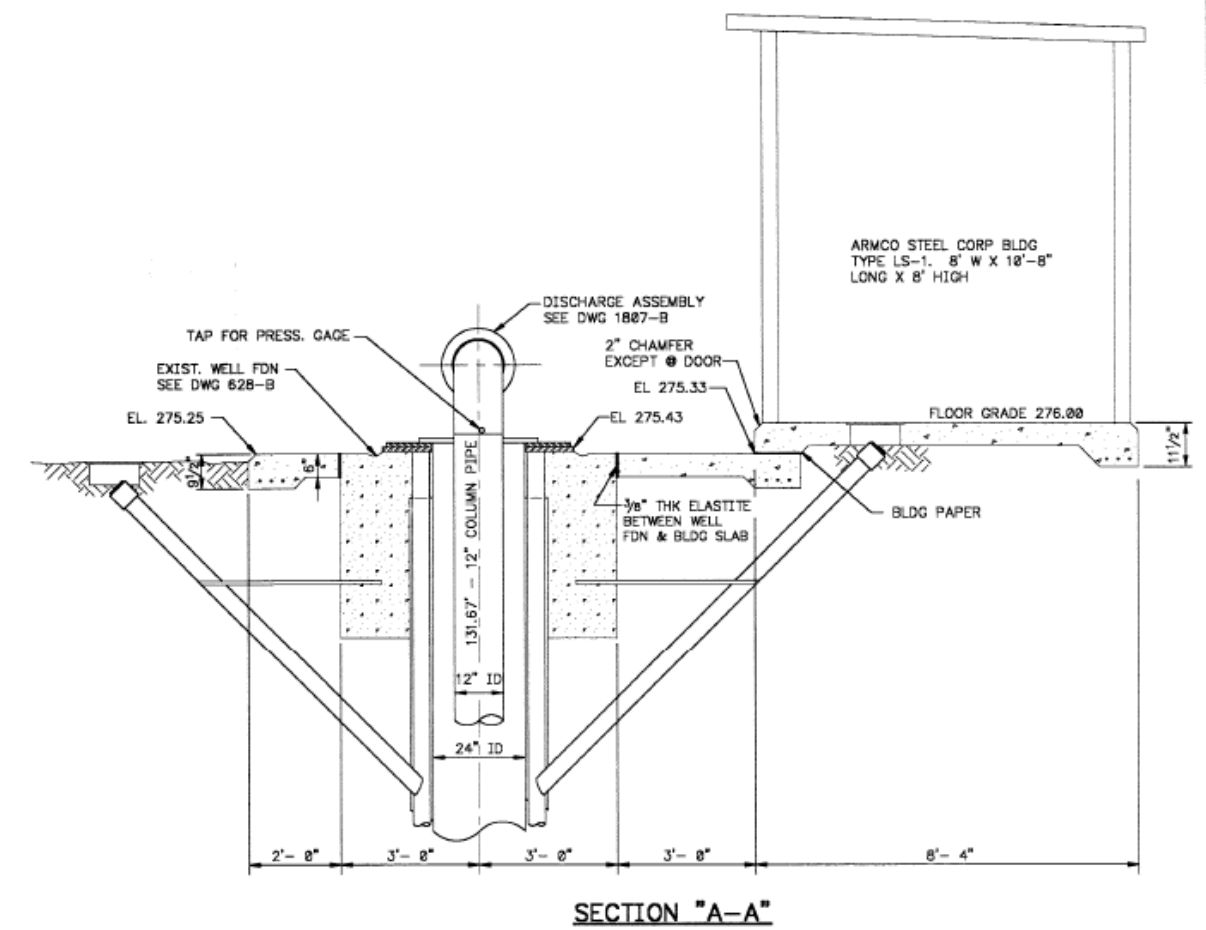
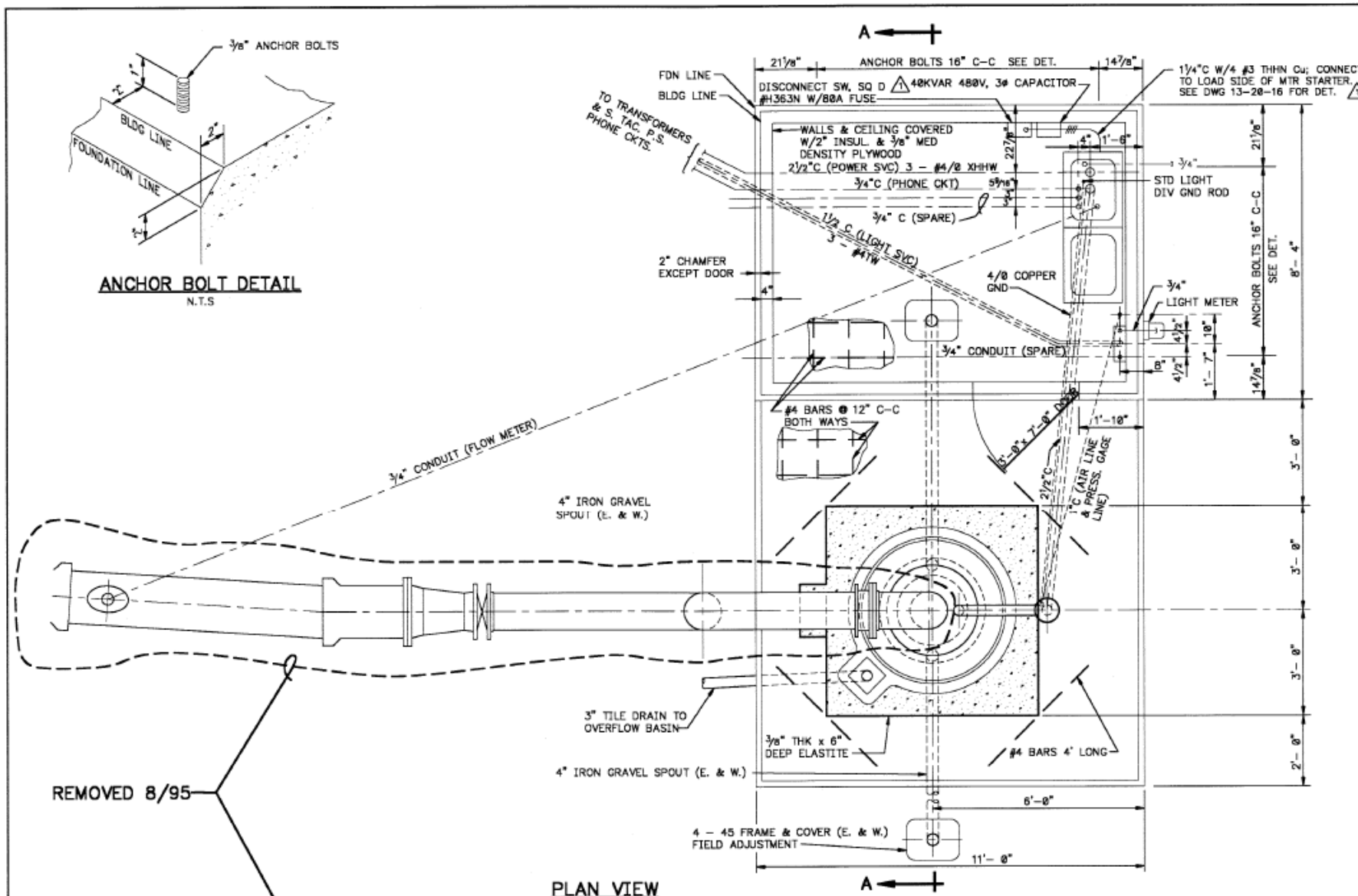
FIELD BOOK: WATER DIV. #928

STAMP: 11169

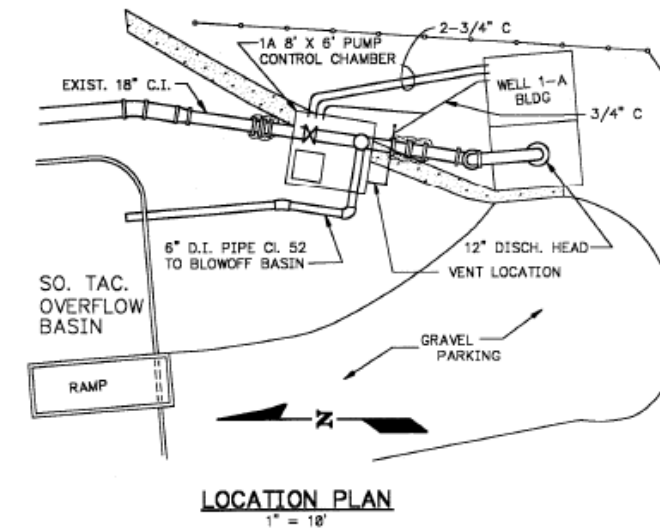
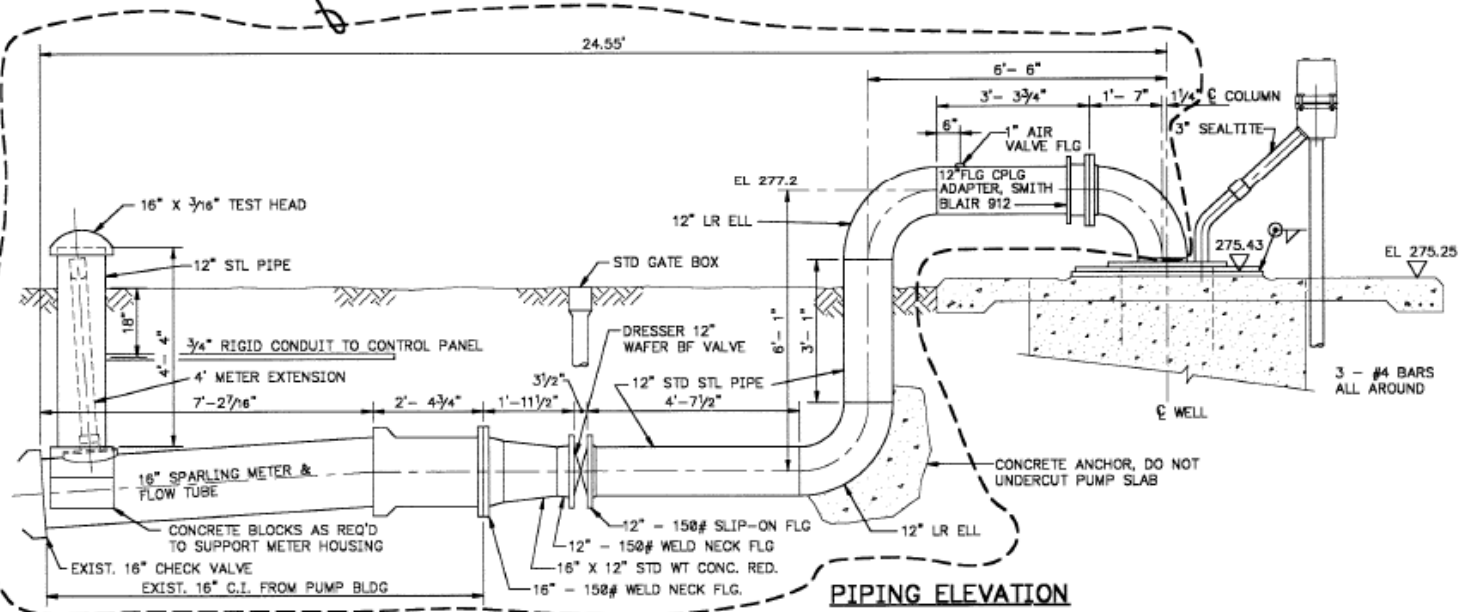
[illegible]

1. ALL FLANGE BOLT HOLES TO STRADDLE THE VERTICAL CENTERLINE OF PIPES.
2. USE STD WT STL PIPE WITH 150# SLIP-ON WELDING FLANGES. WELD AS SHOWN ON DETAIL.
3. ALL WELDS SHALL DEVELOP FULL STRENGTH OF PLATE.
4. ALL REINFORCING STEEL TO HAVE A MINIMUM OF 3" COVER.
5. ANCHORS TO BE POURED IN FIELD AFTER PIPE CHAMBER INSTALLATION. CONCRETE TO BE 3000 PSI (5 SACK) WITH MAXIMUM AGGREGATE SIZE OF 3/4".
6. ALL CHAMBER JOINTS TO BE SEALED WITH GASKET MATERIAL. TRJM GASKET MATERIAL FROM INTERIOR OF CHAMBER.
7. FORMING FOR VAULT ANCHOR SHALL BE ADEQUATELY SIZED AND BRACED TO PREVENT ANY FROM SPREADING ON INTERIOR OR EXTERIOR OF VAULT. INTERIOR OF VAULT SHALL BE SMOOTH, FLAT & FINISHED.
8. BUTTERFLY VALVE TO BE INSTALLED WITH STEM IN VERTICAL DIRECTION.
10. COAT EXTERIOR OF STEEL PIPE WITH 16 MILS OF TNEDEC FC-20 (BEIGE).

[illegible]



REMOVED 8/95



NOTES:

1. ALL FLANGE BOLT HOLES TO STRADLE VERTICAL C
2. LIGHT & POWER METERS LOCATE 6\"
3. 18\"
4. EXTEND CONDUITS 4\"

NO.	REVISION	DATE	BY	APPROVED	REV. COMPL.
4					
3					
2	DIGITIZED & UPDATED	9-26-96	SRD		
1	ADDED POWER FACTOR CORR. CAP.	7-86	SRD	JEV	

REFERENCE	DATE	10-16-72
DESIGN	PRH	
DRAWN	JEV	
DIGITIZED	SRD	
CHECKED	PRH	

W.C. 11128
CADNET PROJECT NAME: WELLS
CADNET FILE NAME: 16-54
FIELD BOOK: 928
DATA FILE

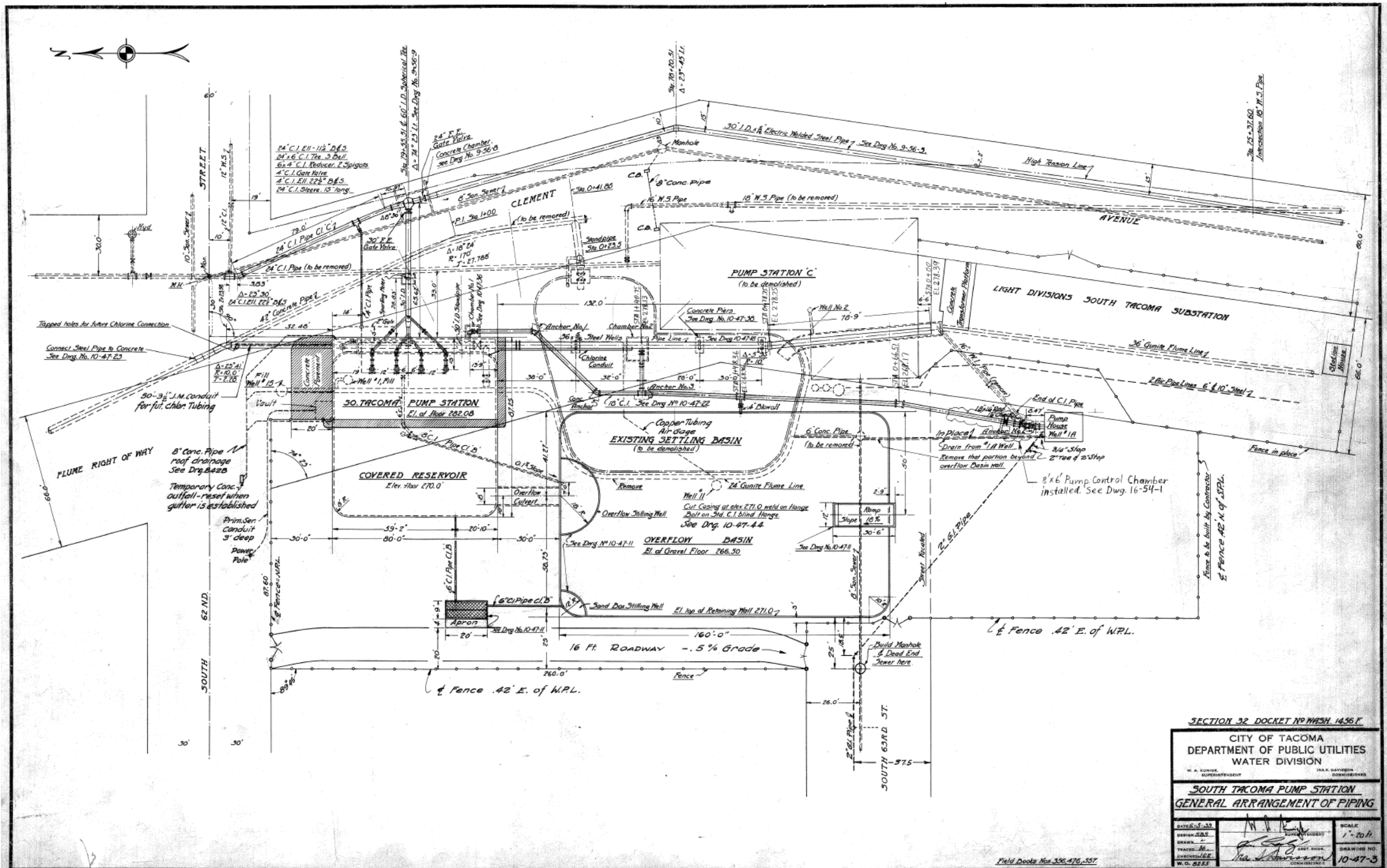
APPROVED
H.S. Baarslag Jr.
 SUPPLY MANAGER



CITY OF TACOMA
 DEPARTMENT OF PUBLIC UTILITIES
 WATER DIVISION

WELL 1-A
 BUILDING, PIPING AND
 CONDUIT DETAILS

SCALE
 1/2" = 1'-0"
 DRAWING NO.
 16-54
 SHEET 1 OF 1



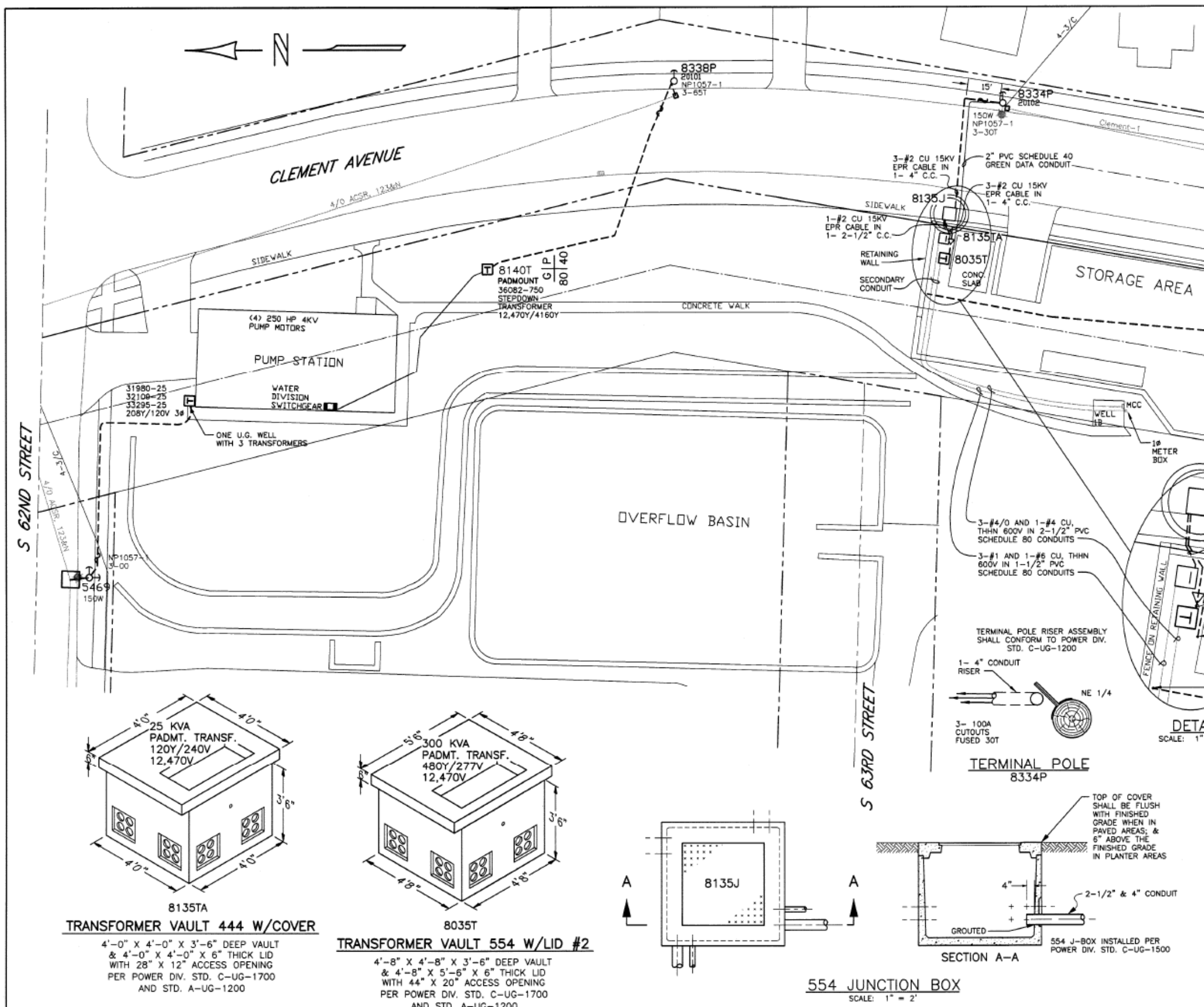
SECTION 32 DOCKET NO. WASH. 1436 F

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION

SOUTH TACOMA PUMP STATION
GENERAL ARRANGEMENT OF PIPING

DATE: 5-1-33	DESIGN: J.S.	SCALE: 1"=20'
DRAWN: J.S.	CHECKED: J.S.	DRAWING NO. 10-47-3
W.D. 8255	W.D. 8255	

Field Books Nos. 326, 476, 557



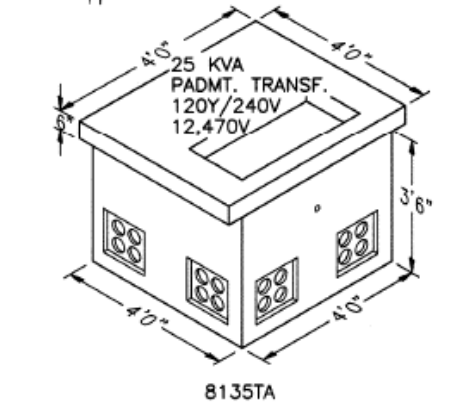
NOTES

1. CUSTOMER TO FURNISH AND INSTALL ONE 554 VAULT WITH CONCRETE LID #2 FOR THREE-PHASE PADMOUNT TRANSFORMER PER STD. C-UG-1700, INSTALLED PER STD. A-UG-1200; ONE 444 VAULT WITH COVER FOR SINGLE PHASE PADMOUNT TRANSFORMER PER STD. C-UG-1600, INSTALLED PER STD. A-UG-1200; ONE 554 JUNCTION BOX WITH H-20 LID PER STD. C-UG-1500, INSTALLED PER STD. C-UG-1100; PRIMARY AND SECONDARY TRENCH; 2-1/2" & 4" SCHEDULE 40 GRAY PVC CONDUIT FOR PRIMARY CABLE; DATA CONDUIT PER POWER DIV. STANDARDS; TWO SETS OF TEN FEET OF 4" SCHEDULE 80 GRAY PVC CONDUIT ON STANDOFF BRACKETS AND TWO 4" SCHEDULE 40 PVC CONDUIT OR STEEL ELBOW AT POWER DIV. TERMINAL POLE; ALL SECONDARY CABLES IN CONDUIT FROM TRANSFORMER TO SERVICE POINTS ON BUILDING; AND HEAVY DUTY GUARD POSTS PER STD. C-UG-1400 AS NECESSARY.
2. POWER DIVISION TO FURNISH AND INSTALL TRANSFORMERS AND PRIMARY CABLE; TO FRAME TERMINAL POLE AND TO COMPLETE RISER ASSEMBLY; AND TO MAKE PRIMARY AND SECONDARY CONNECTIONS AT TRANSFORMER TERMINALS.
3. WHERE POWER DIVISION FACILITIES ARE TO BE INSTALLED, FINAL GRADES MUST BE ESTABLISHED AT NO EXPENSE TO POWER DIVISION AND THESE GRADES MAINTAINED. ANY ALTERATION OF POWER DIV. FACILITIES CAUSED BY OWNER'S CHANGE OF GRADES WILL BE AT OWNER'S EXPENSE.
4. PRIMARY CABLE TO HAVE MINIMUM COVER OF 36" IN STREET RIGHTS-OF-WAY AND ON ALL PRIVATE PROPERTY. BOTTOM OF TRENCH SHALL BE 42" MINIMUM WHERE CONDUIT IS USED.
5. TRANSFORMER SHALL ALWAYS BE ACCESSIBLE FOR PURPOSES OF MAINTENANCE & CHANGE OUT. TRANSFORMER TO BE LOCATED NO CLOSER THAN 8 FEET FROM COMBUSTIBLE BUILDING SURFACES. NO PLANTING TO BE WITHIN 8 FEET OF TRANSFORMER.
6. VERIFY LOCATION OF ALL UNDERGROUND UTILITIES IN THE FIELD.
7. SERVICE POINTS SHALL BE CONNECTED AS SHOWN ON THIS FINAL DRAWING. ANY RELOCATION OF SERVICE POINTS MUST BE APPROVED BY THE POWER DIVISION ENGINEER.
8. SET VAULTS ON 9" CRUSHED COMPACTED 5/8 GRAVEL PER STANDARDS.
9. QWEST COMMUNICATIONS, COMCAST CABLE, AND PUGET SOUND ENERGY (GAS) TO OCCUPY COMMON TRENCH WITH TACOMA POWER AS NECESSARY.

LEGEND

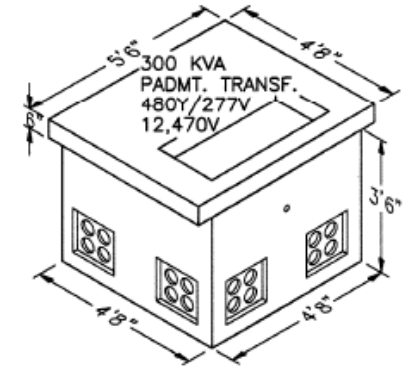
- PRIMARY CABLE
- SERVICE IN CONDUIT
- CONDUIT ONLY
- TERMINAL POLE
- JUNCTION BOX
- PADMOUNT TRANSFORMER - 3Ø
- FAULT INDICATOR
- WATER MAIN
- SANITARY SEWER
- STORM SEWER
- GAS MAIN
- TELEPHONE
- NORMALLY OPEN UNLIKE FEEDERS

N.O.
UF



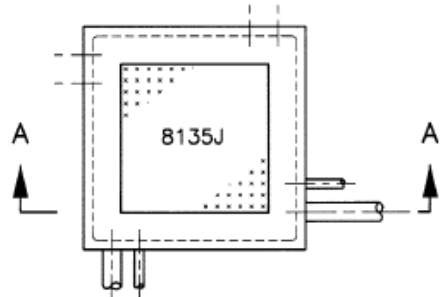
8135TA
TRANSFORMER VAULT 444 W/COVER

4'-0" X 4'-0" X 3'-6" DEEP VAULT
& 4'-0" X 4'-0" X 6" THICK LID
WITH 28" X 12" ACCESS OPENING
PER POWER DIV. STD. C-UG-1700
AND STD. A-UG-1200



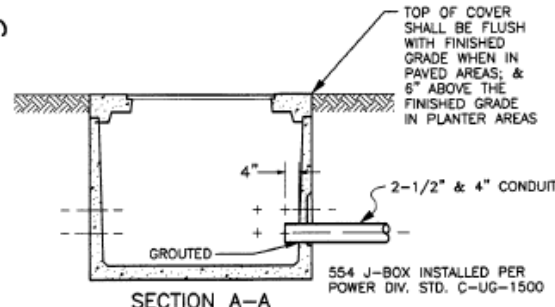
8035T
TRANSFORMER VAULT 554 W/LID #2

4'-8" X 4'-8" X 3'-6" DEEP VAULT
& 4'-8" X 5'-6" X 6" THICK LID
WITH 44" X 20" ACCESS OPENING
PER POWER DIV. STD. C-UG-1700
AND STD. A-UG-1200



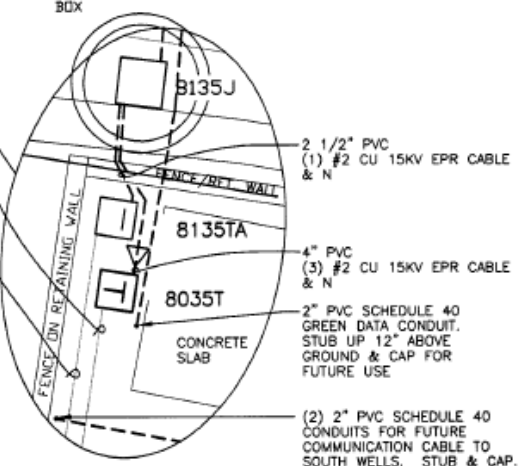
554 JUNCTION BOX

SCALE: 1" = 2'

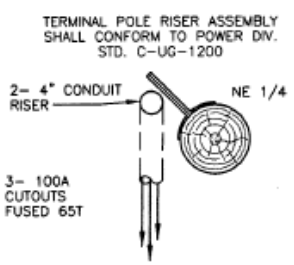


SECTION A-A

554 J-BOX INSTALLED PER
POWER DIV. STD. C-UG-1500



DETAIL
SCALE: 1" = 10'



TERMINAL POLE
8338P

TACOMA POWER INFO.
WA #071480
DWG. NP1057-1 (DATED 11/3/75)
MAP: 126
ONE LINE DWG. UW1090
P.U.L.S. 11
ENGINEER: TERRY CALLIER

NO.	REVISION	DATE	BY	APP'D.	REV. COMPL.
4					
3					
2					
1					

REFERENCE

DATE: 1/14/04
DESIGN: TC/JTCL
DRAWN: RCE/SRL
CHECKED: TC/JTCL

WTR-00039-01
CABINET PROJECT NAME:
PUMP STA
CABINET FILE NAME:
16-18-10
FIELD BOOK
DATA FILE

APPROVED

MANAGER

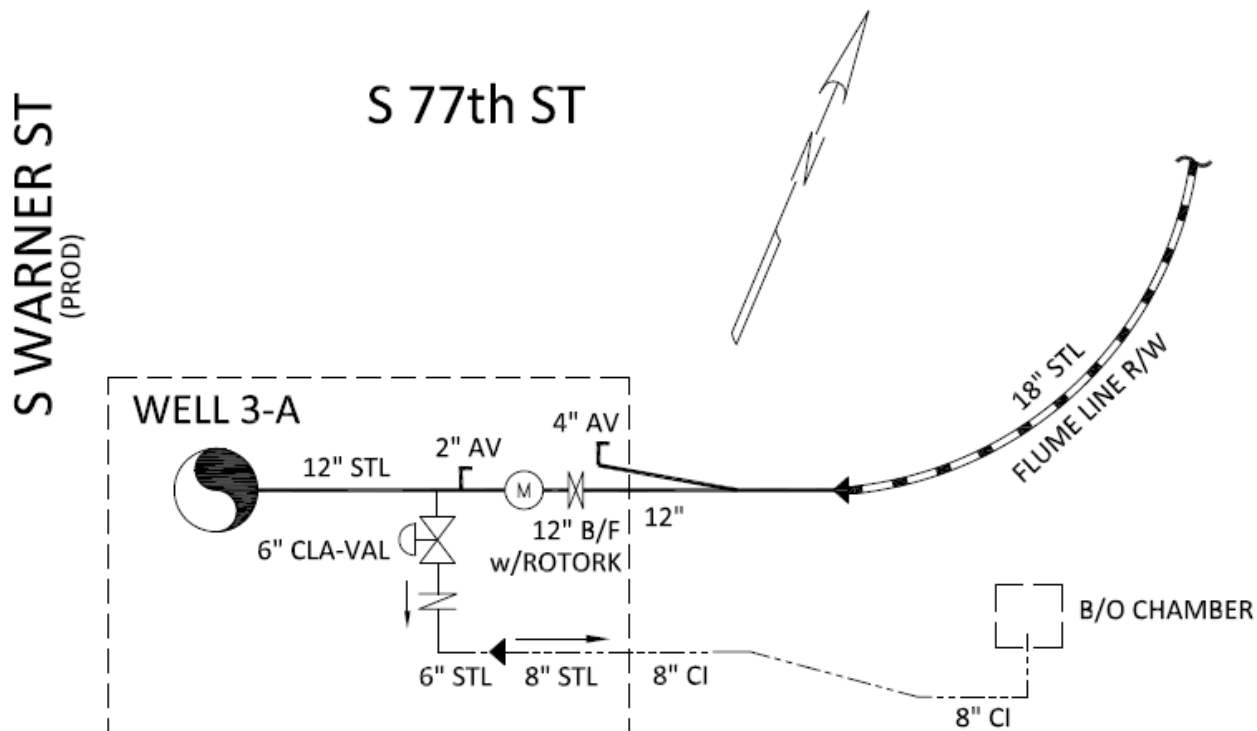


SOUTH TACOMA PUMP STATION & WELL 1B
ELECTRICAL SERVICES DETAIL

1" = 20'
DRAWING NO.
16-18-10
SHEET 01

WELL				YEAR DRILLED: 1931				OPERATION: REMOTE					
SURFACE ELEV: 271.0				DISCHARGE ELEV: 272.0				DEPTH: 312 FT					
OUTER CASING: 38				INCH OD		LENGTH: 60		FT		MEAS PT: PLUNK CONDUIT IN BOX			
INNER CASING: 26				INCH OD		LENGTH: 312		FT		MEAS PT ELEV: 274.59			
SCREEN: PERFORATED CASING				INCH ID		LENGTH:		FT					
PUMP				MFG: BYRON JACKSON				MODEL/TYPE: MQH SUBMERSIBLE					
YEAR PURCHASED/REBUILT: 1973				YEAR INSTALLED: 1974									
SERIAL NUMBER: 731-S-0106				COLUMN PIPE DIA: 12" WELDED									
CAPACITY: 3400				GPM @ 144		FT TDH		SIZE: 17"		# STGS: 1			
TOP OF PUMP ELEV: 131.0				1ST STG IMPELLER EL: 128.3				PUMP INLET ELEV: 127.0					
MOTOR				MFG: BYRON JACKSON				SERIAL NUMBER: 881-S-513300					
HP: 150				RPM: 1754		VOLTS: 460		AMPS: 193					
YEAR PURCHASED/REBUILT: 1988				YEAR INSTALLED/REBUILT: 1988									
INSTRUMENTATION				ELECTRONIC PROBE ELEV: 128				MIN. ALLOWABLE WATER ELEV: 133					

NOTES: MINIMUM ALLOWABLE AVAILABLE WATER IS 5'

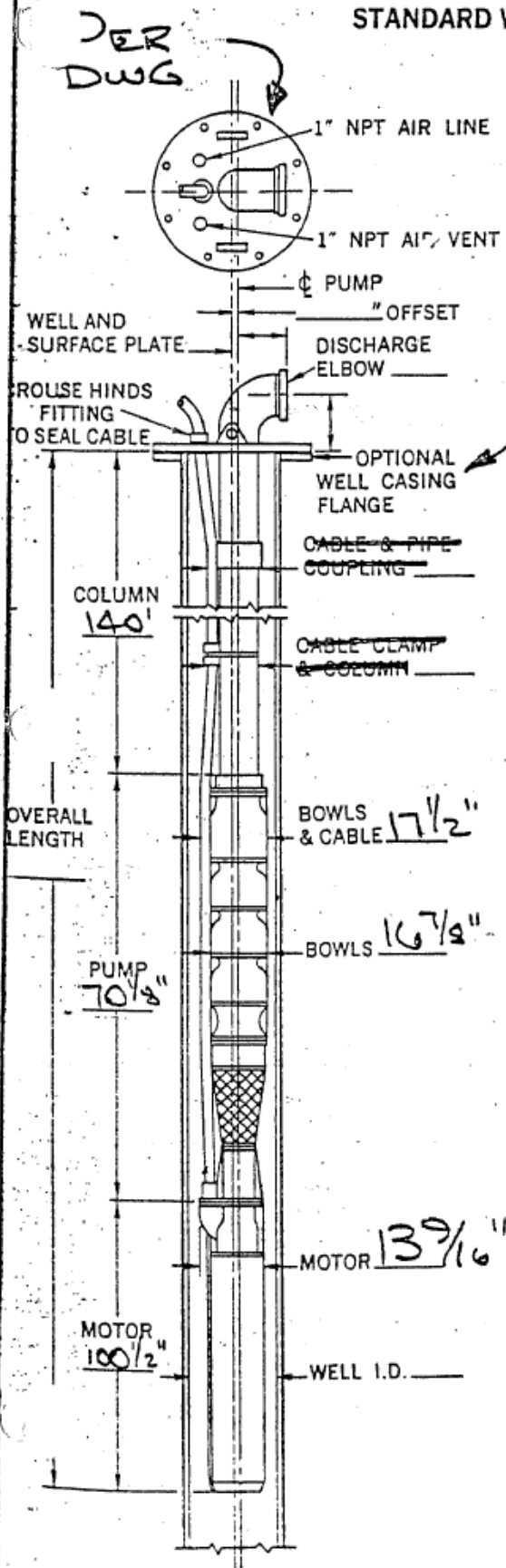


Dwg's: 625-B, 692-B, 1375-B, 1402-B, 1745-B, 1814-B,

DOE#:ABM917

Revised: APRIL 2019	Dwg's: 4-67 Series, 4-68 Series, 4-72-2, 4-72-5, 4-72-6, 4-73-2A, 4-73-5, 10-58-17, 16-18-5, 16-18-8, 16-57, 302-A to 306-A, 433-A, 434-A, 580-A, 967-A	Vertical Datum: NGVD29	
File Name: w03A	WELL 3A		Map#: 203/119
Mgr Approval:			26
Primary Address/Utility Address: 7815 S WARNER ST		4.03	

**SUBMERSIBLE OUTLINE
STANDARD WELL SEAL CONSTRUCTION**



DATE 7-26-73

NAME OF CUSTOMER CITY OF TACOMA

3A WELL

PROPOSITION NO. 71541-SF

ORDER NO. _____

PURCHASE ORDER NO. _____

NO. OF UNITS 1

SURFACE PLATE 31" O.D. 1 1/4" TH'K

8-7/8" FOUNDATION HOLES. STR. ON 29" B.C.

12 " WELD JOINT STD. WT.
12 " 8 T.B.L. 3/4" TAPER TO 6 T.B.L. COLUMN

12 " STEEL PIPE .375" WALL
12 " 150" FF. (STEEL) DISCHARGE FLANGE

BOWL ASSEMBLY 17 MQH / 1 STGS.

150 H.P. 1754 RPM B.J. SUBM. MOTOR TYPE H

14 SIZE 3 PH. 60 CYCLE 460 VOLT

3400 GPM 144 TDH

CABLE SIZE 300MCM VOLTAGE 460 LENGTH 170

REMARKS: _____

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

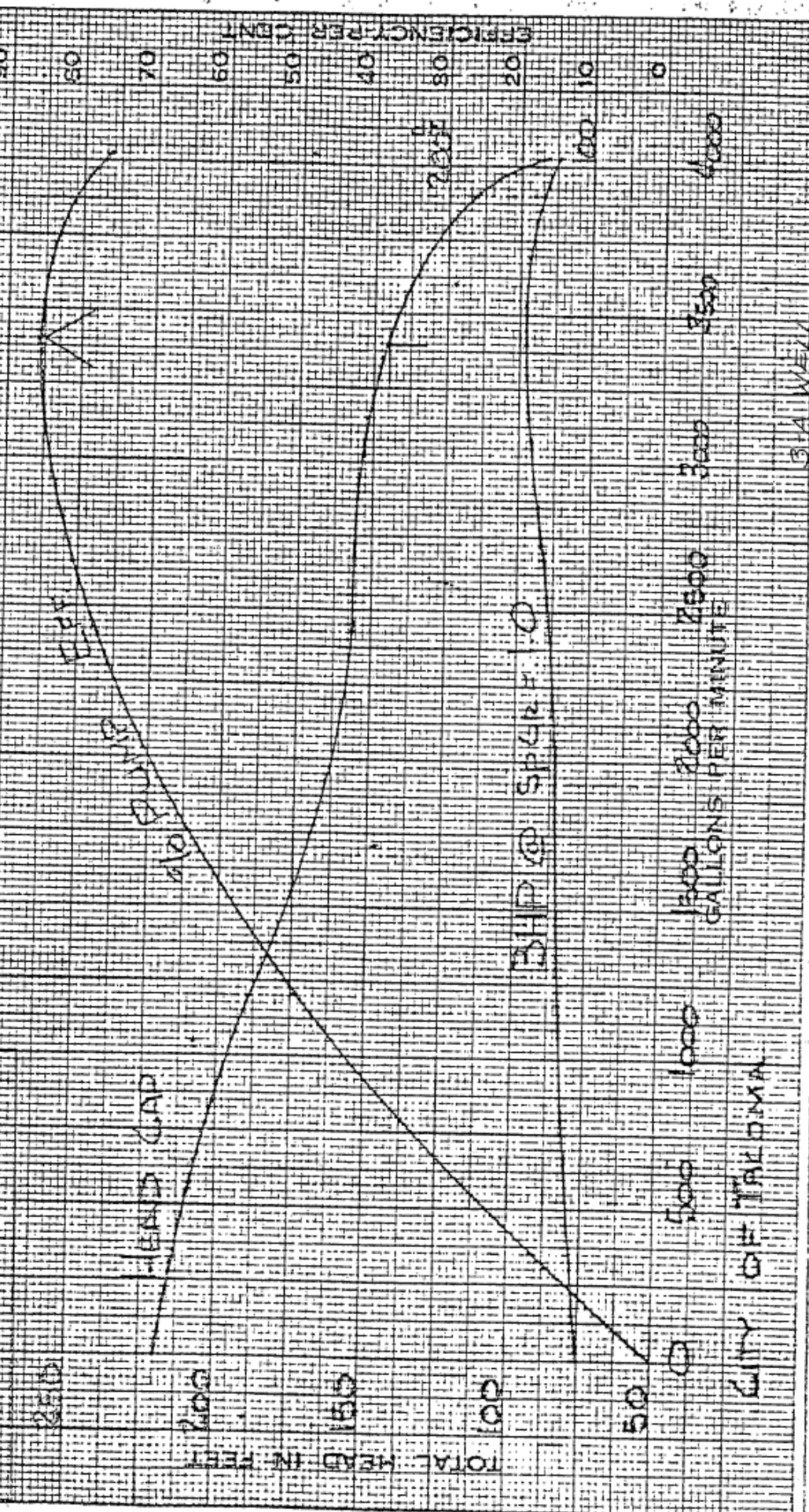
JOB NO. _____ PROP. NO. _____

CERTIFIED
CORRECT _____ DATE _____

BYRON JACKSON

THIS PUMP IS GUARANTEED TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF TWO YEARS FROM THE DATE OF DELIVERY. IF THE PUMP IS FOUND TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP, IT SHALL BE REPAIRED OR REPLACED AT THE DISCRETION OF THE MANUFACTURER. THE GUARANTEE DOES NOT COVER DEFECTS CAUSED BY MISUSE, NEGLIGENCE, OR ACCIDENT. THE PUMP IS TO BE USED IN ACCORDANCE WITH THE INSTRUCTIONS SUPPLIED WITH IT. THE MANUFACTURER'S LIABILITY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PUMP AND DOES NOT INCLUDE CONSEQUENTIAL DAMAGES. THE PUMP IS TO BE USED IN ACCORDANCE WITH THE INSTRUCTIONS SUPPLIED WITH IT. THE MANUFACTURER'S LIABILITY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PUMP AND DOES NOT INCLUDE CONSEQUENTIAL DAMAGES.

CERTIFIED CORRECT
[Signature]
 BYRON JACKSON

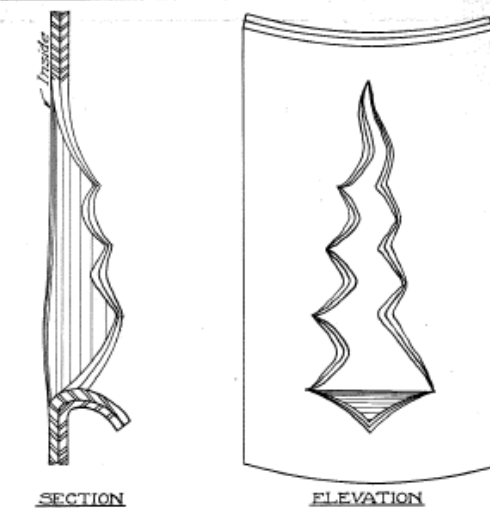
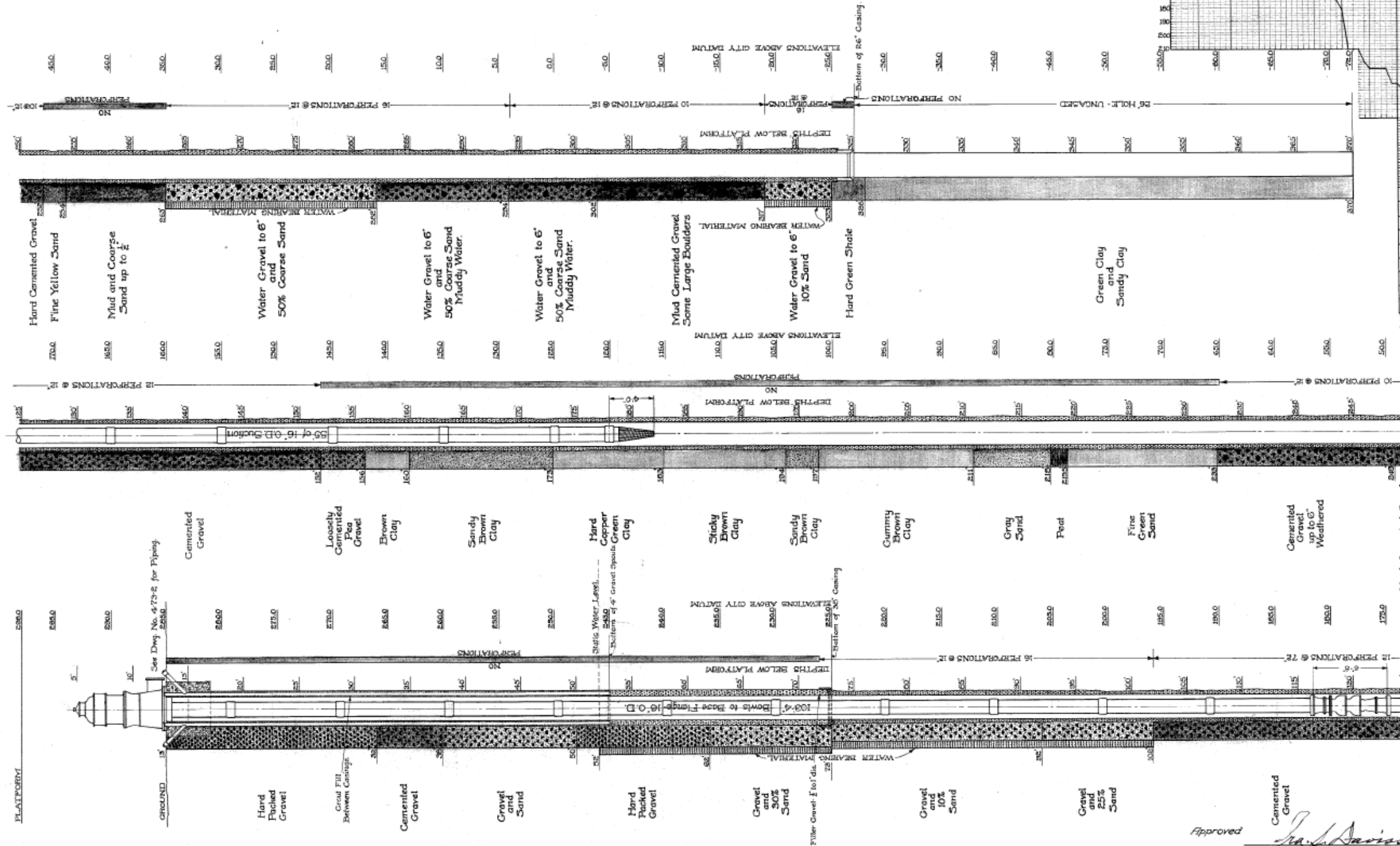
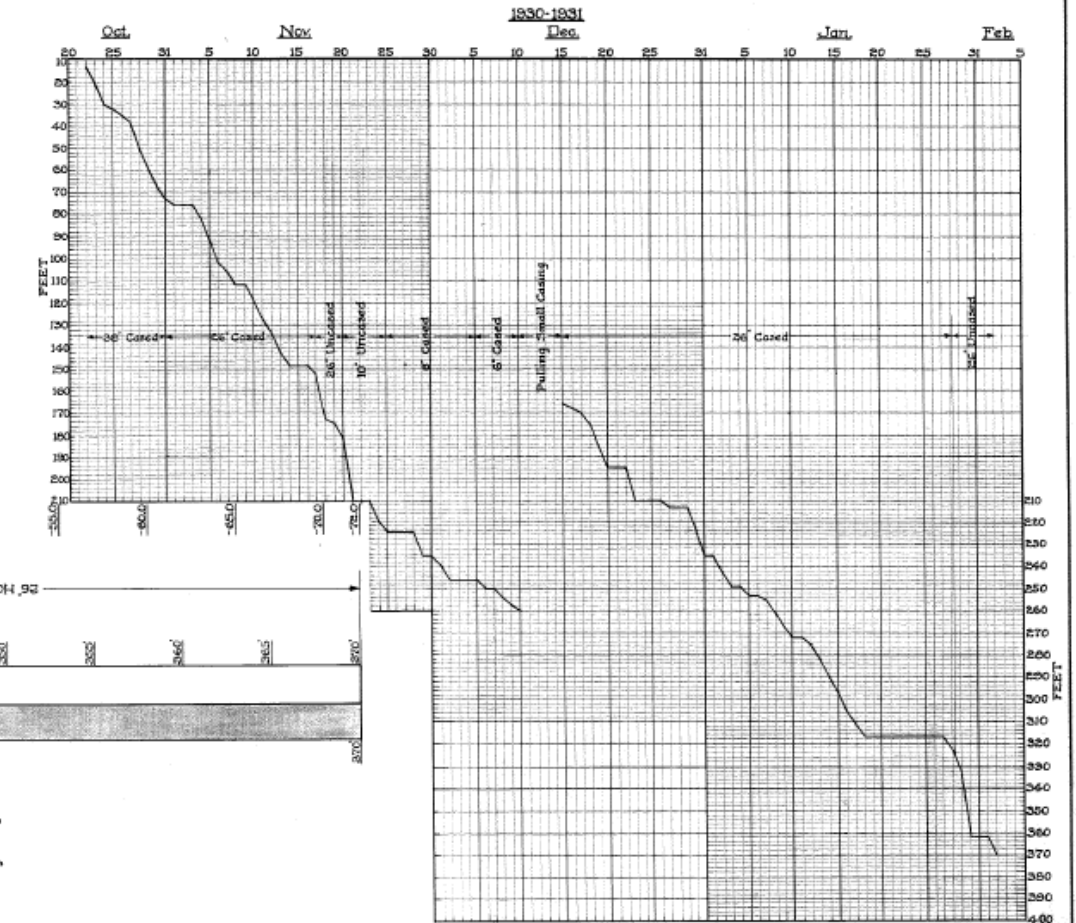


PUMP NO. 17 MQH		ASSEMBLY NO. 731-5-0106		RPM 1754		CITY OF TALOMA	
DATE 12-28-73		DATE 12-28-73		DIA. UNDER 12 3/4		FILED TO	
DRAWN BY 53		DRAWN BY 53		BYRON JACKSON TEST		T-34099-1	

DRILLING PROGRESS

REFERENCE DRAWINGS

A-186-STRAINER FOR COOLWATER OF KINGSBURY PUMP BEARING.
A-202-SCREEN FOR STANDPIPE.
4-55-CASING DETAILS.
4-60-PORTABLE STEEL TOWER.
4-67-PUMP HOUSE DETAILS.
4-68-PLAN AND PROFILE-16" DISCHARGE LINE.
4-69-2-36" STANDPIPE.
4-73-2-PIPING LAYOUT.



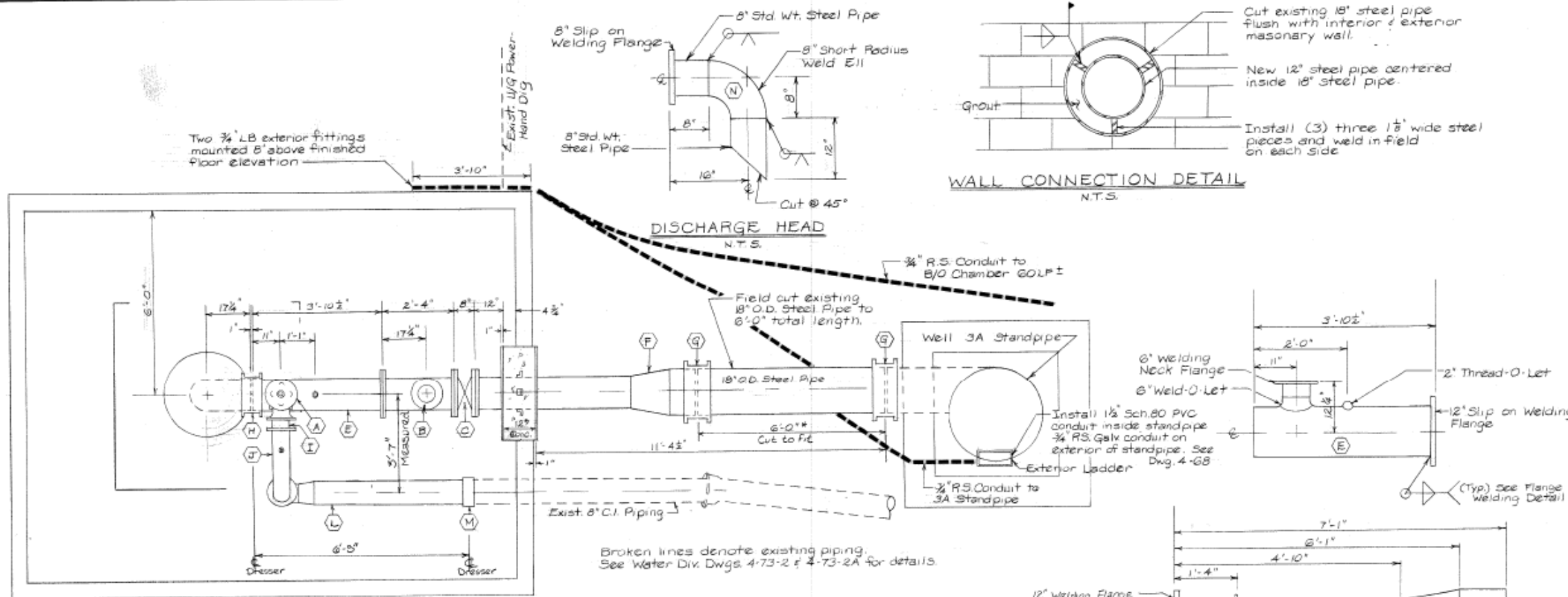
TYPICAL PERFORATION
Scale-Full Size.

LAYNE & BOWLER PUMP-4200 G.P.M.-2 STAGE-200 H.P.G.E. MOTOR
WATER DEPARTMENT-CITY OF TACOMA

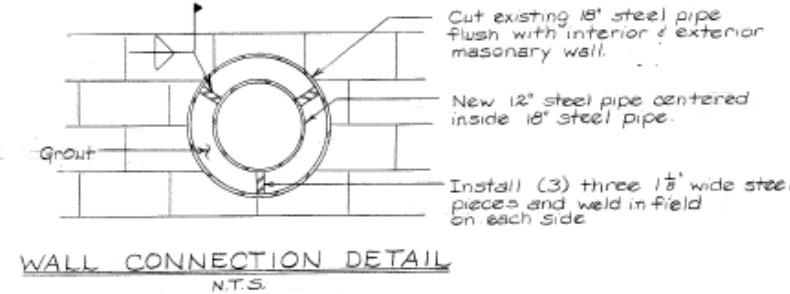
LOG OF WELL NO. 3A.
7811 SO. WARNER STREET.

DATE	REVISION	REVISED BY	DRAWN BY	TRACED BY	CHECKED BY	SCALE	DATE	DRAWING NO.
			JWA	JWA		1"=5'-0"	July 3 1931	4-72-2

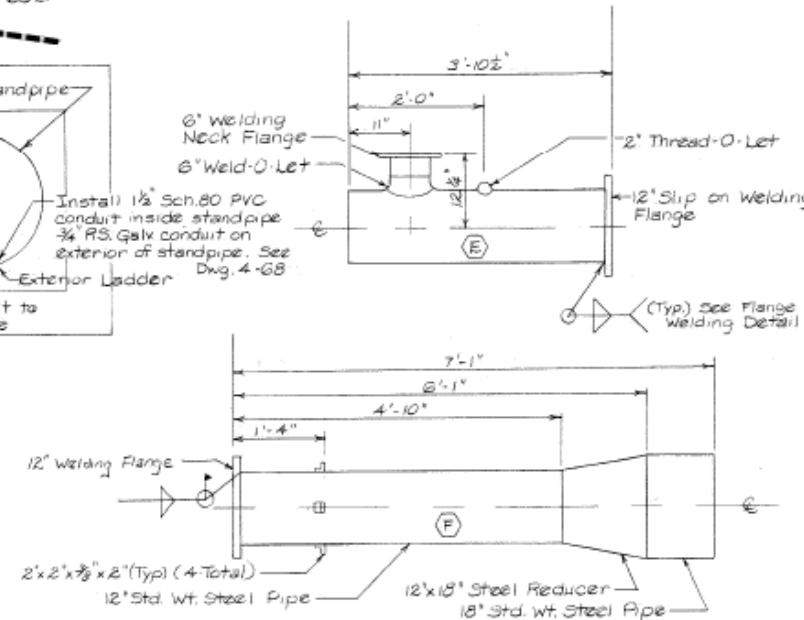
Approved: *W. H. Harrison*
Commissioner of Public Utilities.



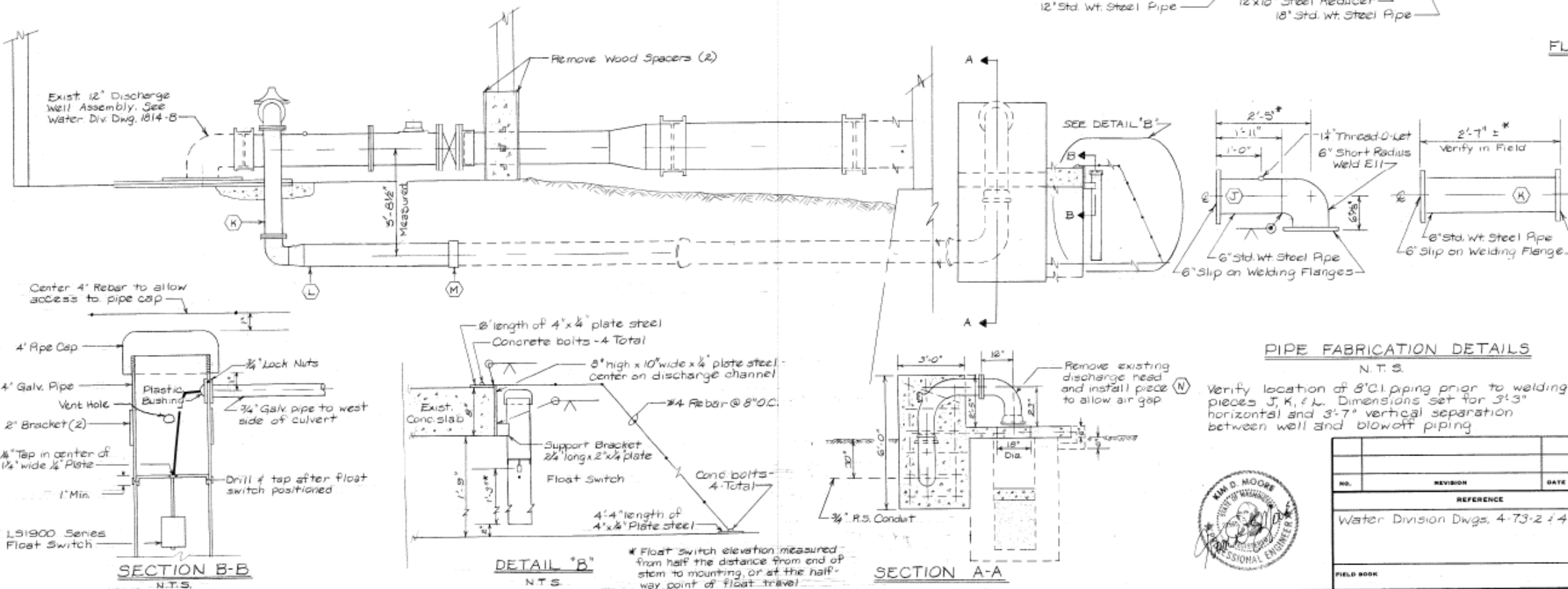
Plan



WALL CONNECTION DETAIL
N.T.S.



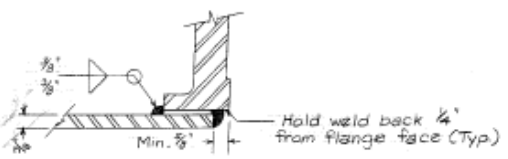
FLANGE WELDING DETAIL (Typ)
N.T.S.



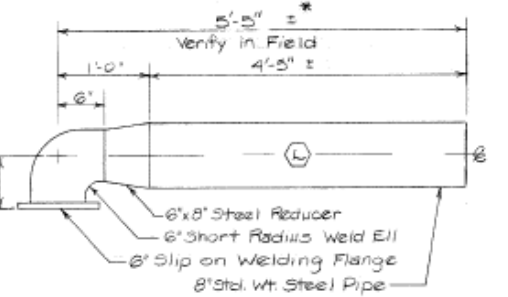
SECTION B-B
N.T.S.

SECTION A-A
N.T.S.

PIPE FABRICATION DETAILS
N.T.S.



FLANGE WELDING DETAIL (Typ)
N.T.S.



CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION

3-A WELL PUMP STATION
REVISED PIPING
ARRANGEMENT & DETAILS

NO.	REVISION	DATE	BY	APPROVED
1	1	1/11/85	SAH	APPROVED
2	2	1/11/85	SAH	APPROVED
3	3	1/11/85	SAH	APPROVED
4	4	1/11/85	SAH	APPROVED
5	5	1/11/85	SAH	APPROVED
6	6	1/11/85	SAH	APPROVED
7	7	1/11/85	SAH	APPROVED
8	8	1/11/85	SAH	APPROVED
9	9	1/11/85	SAH	APPROVED
10	10	1/11/85	SAH	APPROVED

DATE	1/11/85	SUBMITTED	As Shown
DESIGN	SAH	APPROVED	DRAWING NO.
CHECKED	SAH	APPROVED	4-73-5
W.D.	11169	APPROVED	SHEET 1 OF 1

Item	Qty	Description
A	1	6" Clayton Angle Pressure Reducing Valve Model No. 50A-01
B	1	12" Series 100 Sparring Flanged Tube Meter
C	1	12" Flanged Butterfly Valve, Henry Pratt Model No. 2FII
D	1	12" Spool Piece w/6" Welding Flange
E	1	12"x18" Steel Reducer
F	2	Existing 18" Dresser Couplings
G	1	Existing 12" Dresser Coupling
H	1	6" Series 9000 APCO Double Door Check Valve Model No. 916ERIR 3 1/2" L.L.
I	1	6" Steel Spool Piece with Weld Ell
J	1	6" Steel Spool Piece
K	1	6"x8" Reducer w/Weld Ell
L	1	6" Transition Coupling, Romac Style 50, Verify O.D.s
M	1	8" Blowoff Discharge Head

NOTES

- Butterfly Valve to be installed with stem in vertical direction.
- Bolt holes to straddle vertical centerline of pipe.
- Use standard weight pipe w/150# slip on welding flanges.



NOTE: ³ ONE END CLOSED
TWO BUILDINGS REQUIRED AS SHOWN AND TWO TO OPPOSITE HAND
SEE SHEET NO 2

Approved: John A. Dawson
Commissioner of Public Utilities

WATER DEPARTMENT—CITY OF TACOMA

~ PUMP HOUSE ~
DETAILS OF BUILDING

FOR WELL Nos 2-A, 3-A, 4-A & 5A

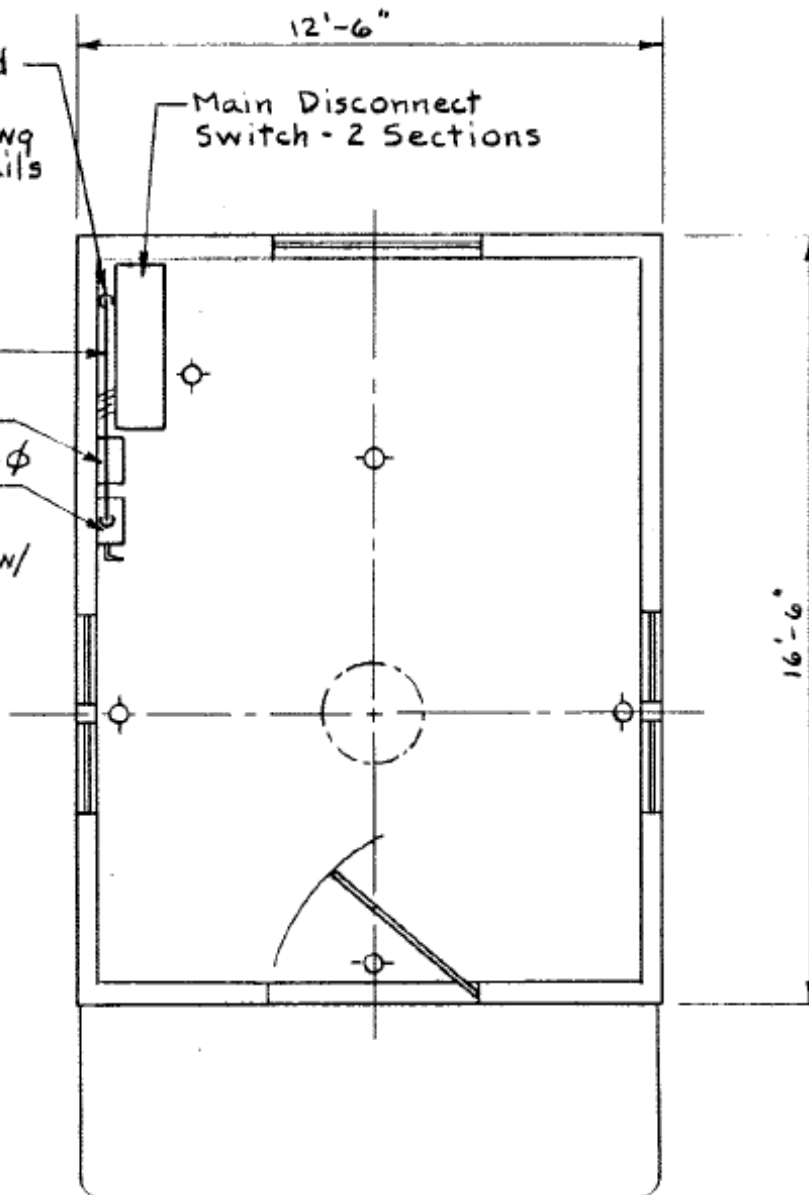
DATE	REVISION	REVISED BY	DRAWN BY <i>SW</i>	APPROVED <i>N. J. [Signature]</i>
			TRADED BY <i>SW</i>	
			CHECKED BY	
			SCALE <i>1/2" = 1 Foot</i>	<i>B. D. Thomas</i> NIGHT SUPERVISOR
SHEET <i>3 of 3</i>		DATE <i>April 1 1931</i>		DRAWING NO. <i>4-67-</i>

Reference Drawings
 Foundations of Pump House... Sheet 1 Dwg. 4-67
 Elevations of Pump House... Sheet 2 Dwg. 4-67
 Details of Hatch Covers... Sheet 4 Dwg. 4-67

Connect to Load
Side of Motor
Starter. See Dwg
16-18-5 For Details

1" Conduit w/4
#4 THHN Cu
Capacitor
35 KVar, 480V-3 ϕ
Disconnect
Switch, Sq D
Model H363N w/
70 Amp Fuses

Main Disconnect
Switch - 2 Sections



CITY OF TACOMA — DEPARTMENT OF PUBLIC UTILITIES — WATER DIVISION

DATE 8-4-86

DESIGN JEW

DRAWN SRD

CHECKED JEW

SECTION CHIEF

SUPT. OF WATER DIV.

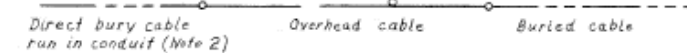
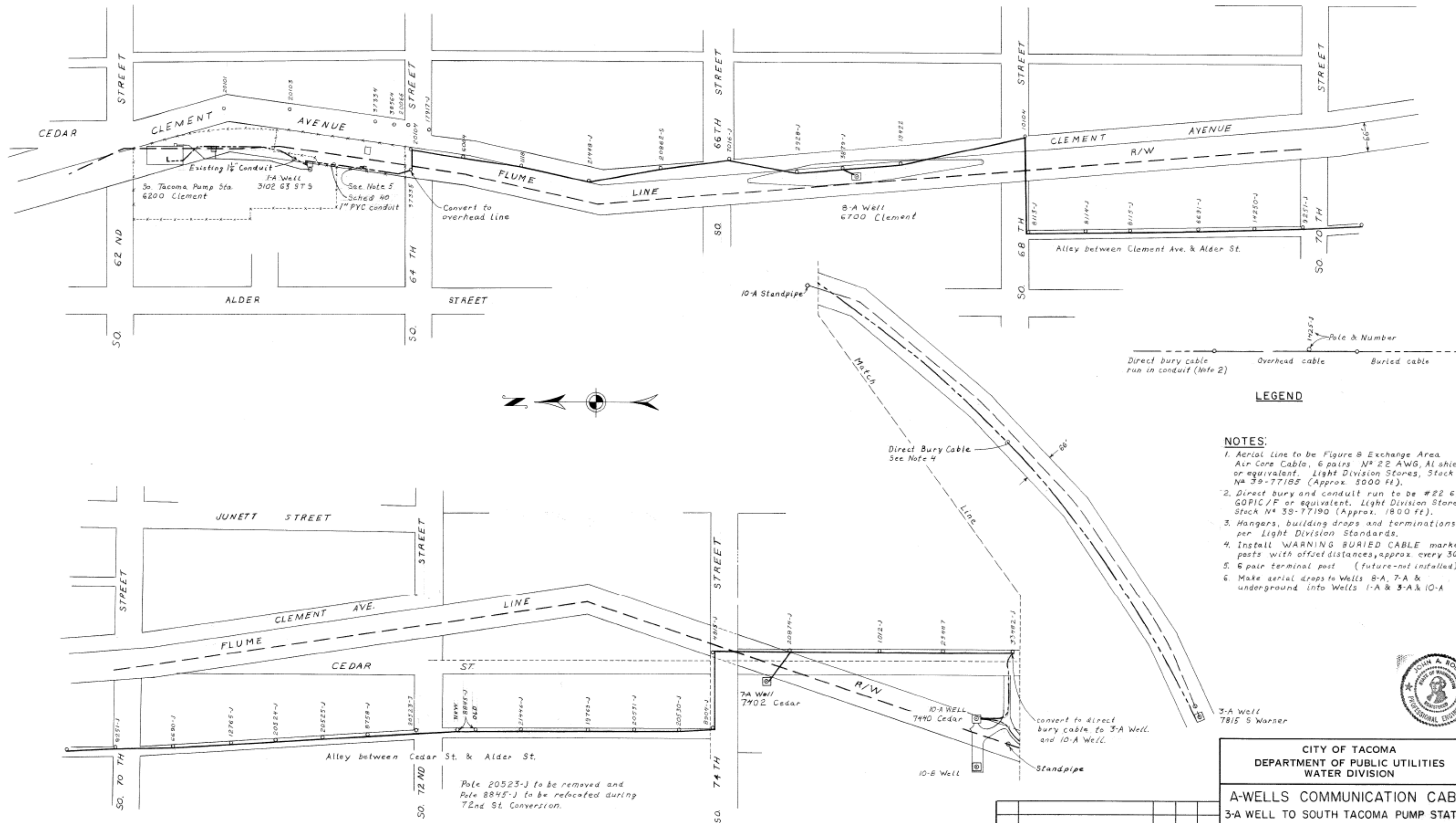
WELL 3-A

ELECTRICAL FLOOR PLAN

1" SCALE
4" = 1'-0"

DRAWING

967 -A



LEGEND

NOTES:

1. Aerial Line to be Figure 8 Exchange Area. Air Core Cable, 6 pairs N° 22 AWG, Al shield, or equivalent. Light Division Stores, Stock N° 39-77185 (Approx. 5000 ft).
2. Direct bury and conduit run to be #22 6 pair GORIC/F or equivalent. Light Division Stores, Stock N° 39-77190 (Approx. 1800 ft).
3. Hangers, building drops and terminations per Light Division Standards.
4. Install WARNING BURIED CABLE marker posts with offset distances, approx. every 300'.
5. 6 pair terminal post (future-not installed)
6. Make aerial drops to Wells 8-A, 7-A & underground into Wells 1-A & 3-A & 10-A



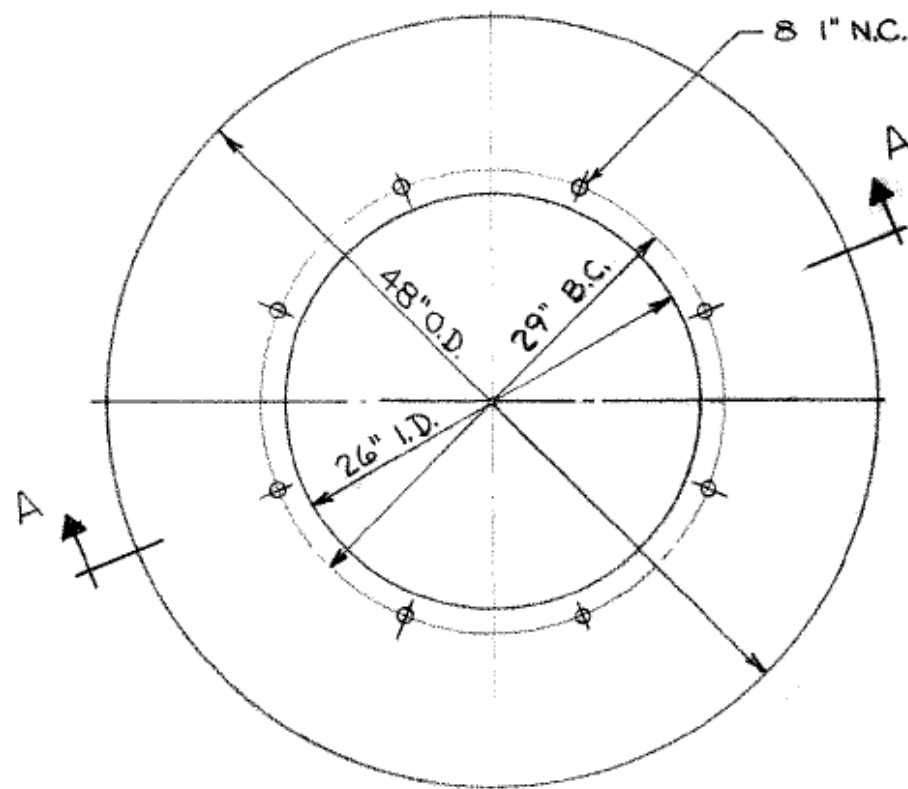
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION

**A-WELLS COMMUNICATION CABLE
3-A WELL TO SOUTH TACOMA PUMP STATION
ROUTING**

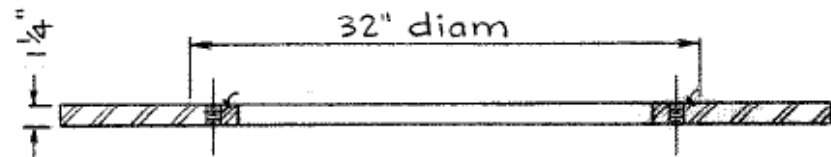
NO.	REVISION	DATE	BY	APP'D

DATE 2 OCT 1981	SUBMITTED <i>Frank Smith</i>	SCALE 1"=100'
DESIGN <i>JA</i>	APPROVED <i>John A. Roller</i>	DRAWING NO. 16-18-8
DRAWN <i>J.P. Korte</i>	CHECKED <i>John A. Roller</i>	SHEET 1 OF 1
FIELD BOOK	W.D.	

Pole 20523-J to be removed and Pole 8845-J to be relocated during 72nd St. Conversion.

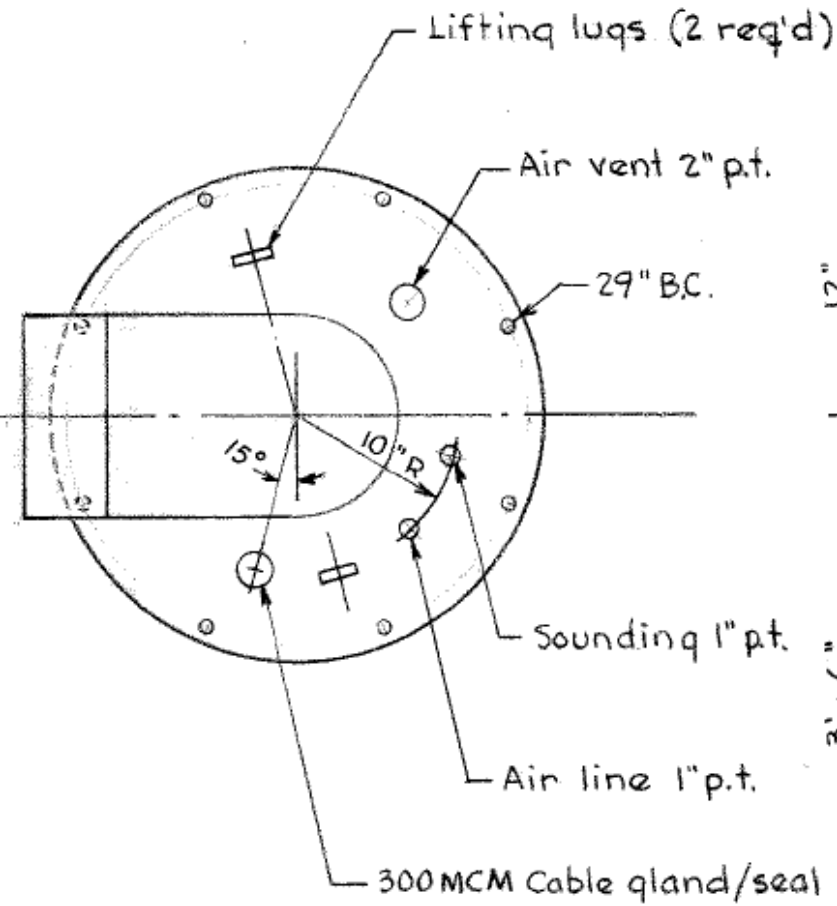


PLAN

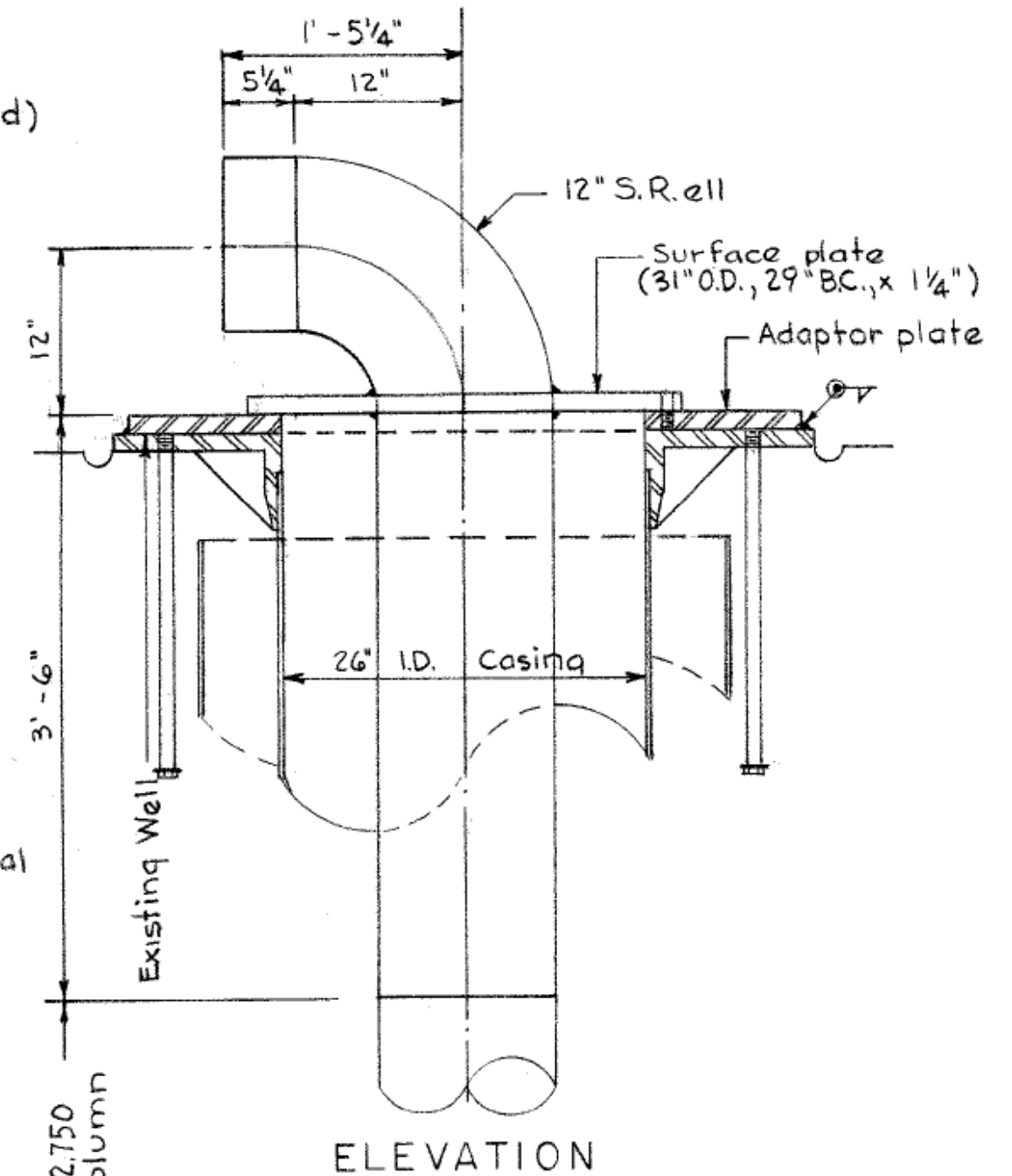


SECTION A-A

ADAPTOR PLATE



SURFACE PLATE
PLAN



ELEVATION

DISCHARGE HEAD

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION

WELL 3-A
PUMP DISCHARGE ASSEMBLY

DATE 7-9-73

DESIGN PRH

DRAWN

CHECKED

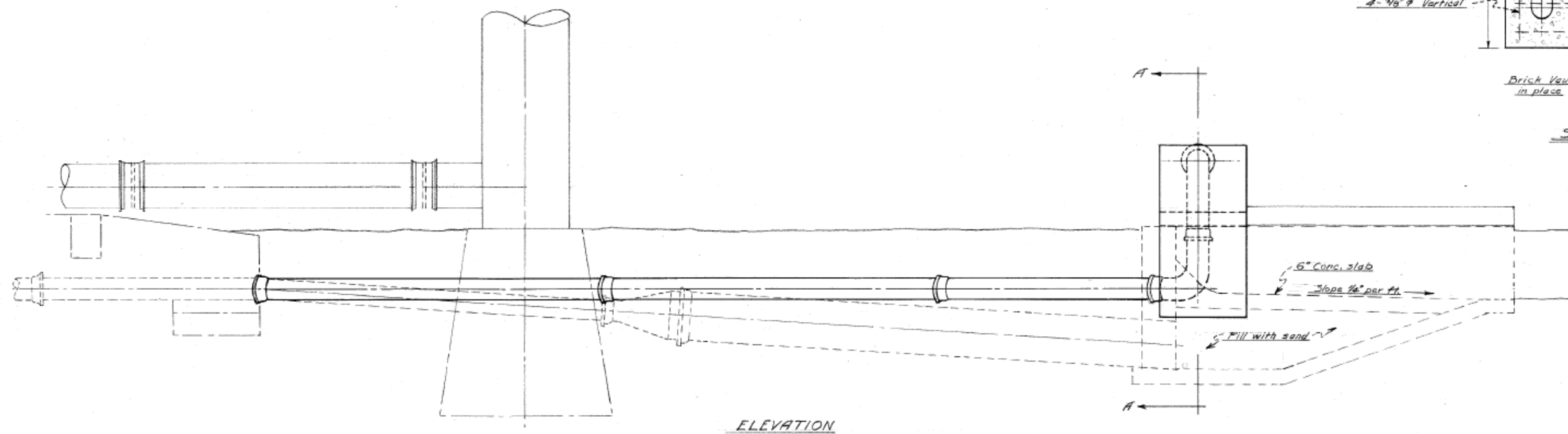
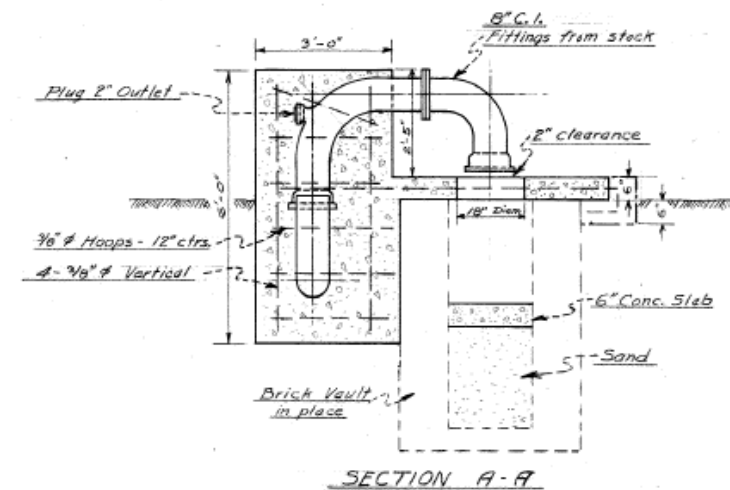
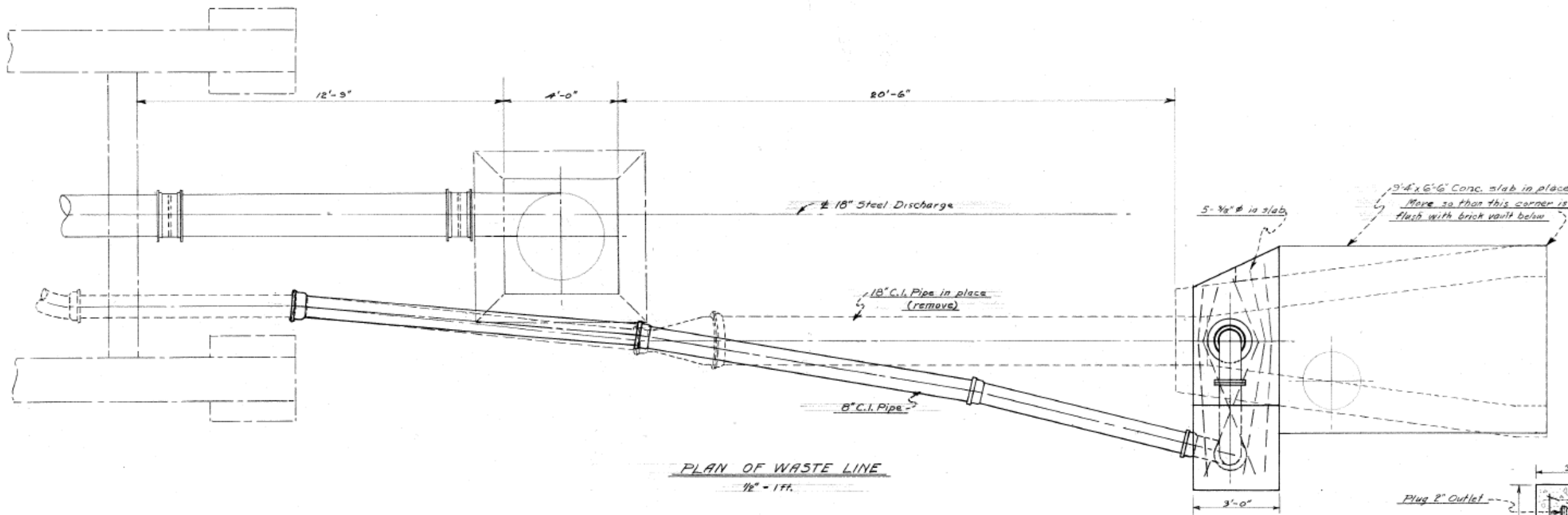
SECTION CHIEF

SUPT. OF WATER DIV.

SCALE
1" = 1'-0"

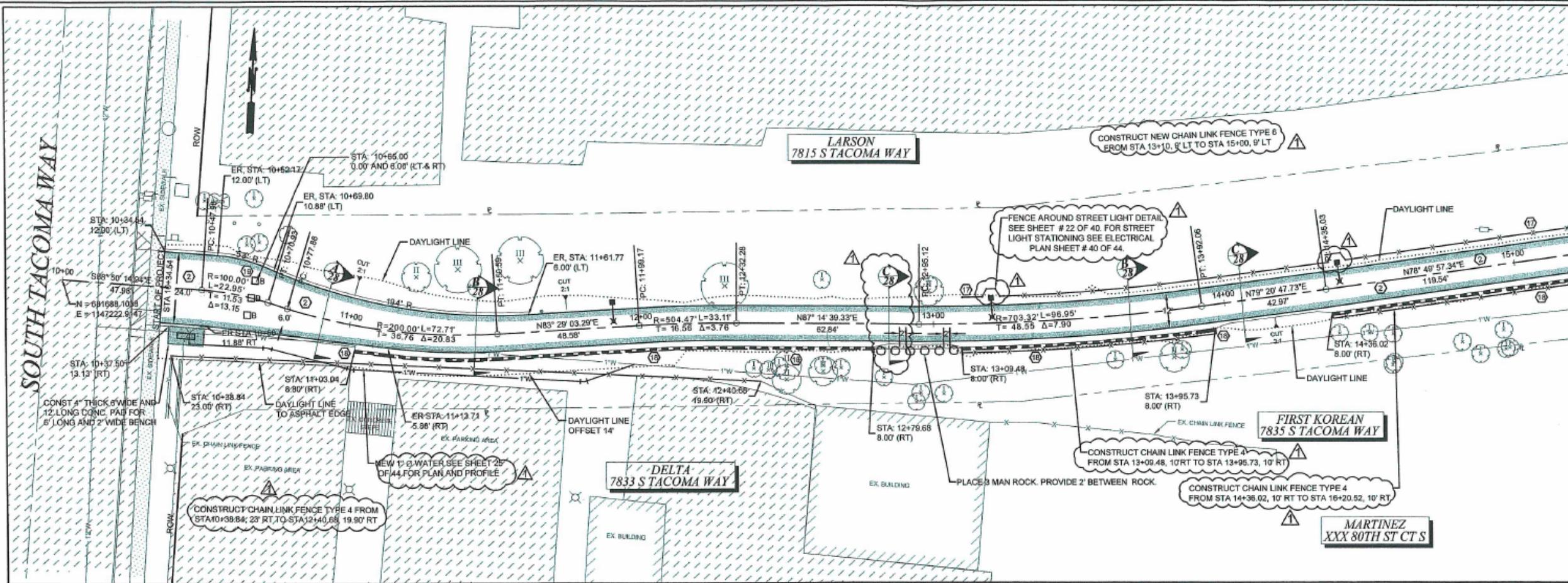
DRAWING

1814-B

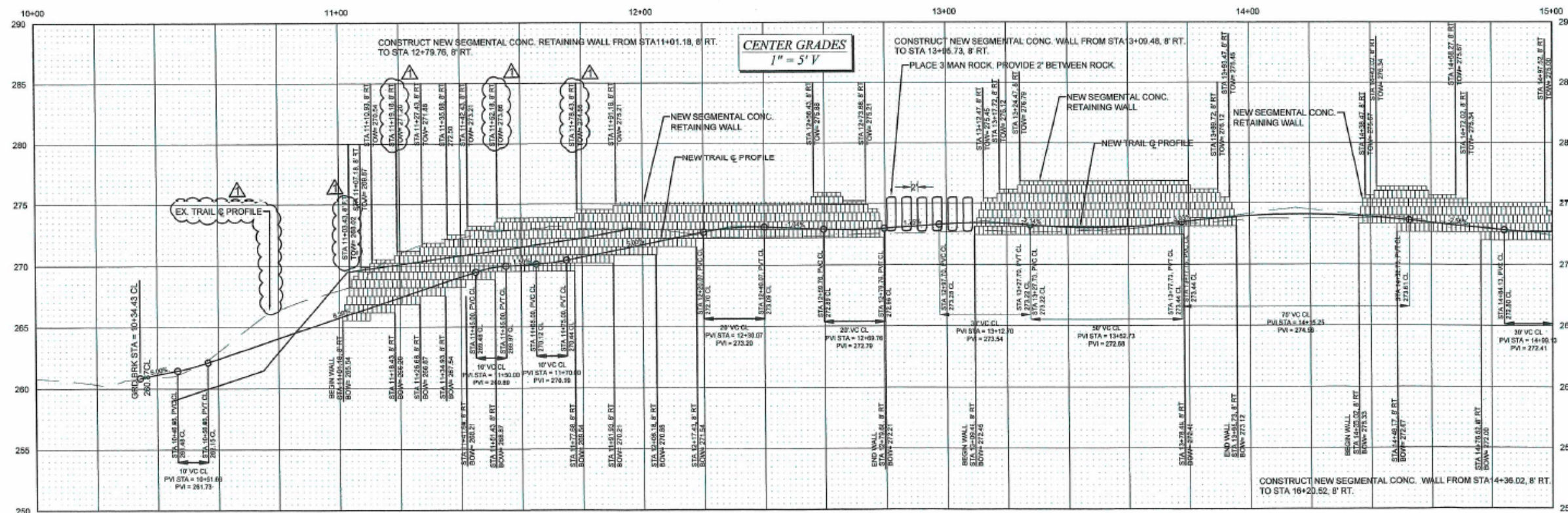


VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING.
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY.

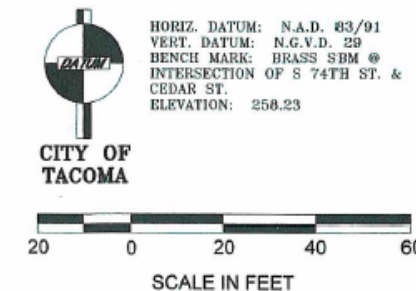
CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES WATER DIVISION	
J. A. KIRKIN SUPERINTENDENT	R. D. O'NEIL COMMISSIONER
A WELLS SYSTEM WASTE LINE FOR 3A WELL	
DATE 10-17-41	SCALE 1/2" = 1 ft.
DESIGN J.S.S.	DRAWING NO. 4-73-2A
DRAWN S.A.Y.	
CHECKED	
W.D. 94-18	



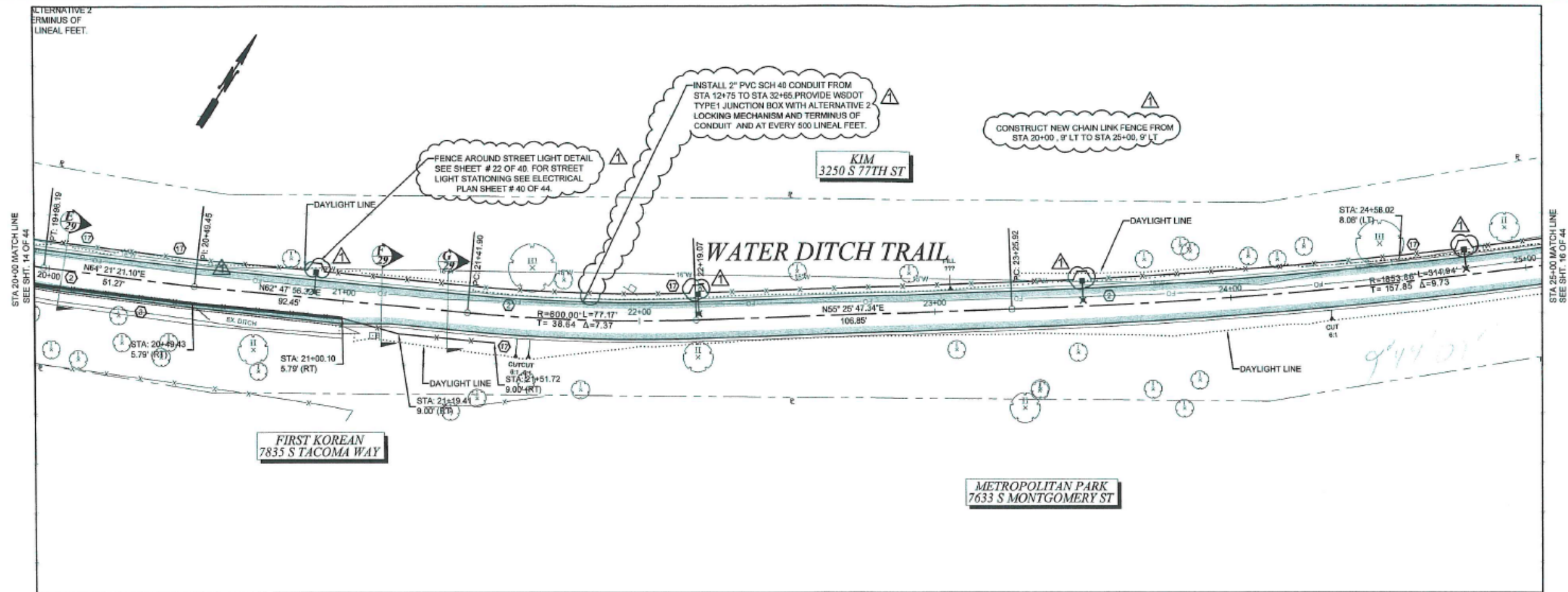
- KEYNOTES:**
1. CONST. POURED MONUMENT
 2. HMA TRAIL. REFER TO SHEETS 28 THROUGH 31 FOR TYPICAL CROSS-SECTIONS.
 3. CONST. CONCRETE RETAINING WALL, TYPE 1, PER WSDOT STD. DETAIL D-10.10.01 WITH TYPE 4 CHAINLINK FENCE.
 4. NOT USED
 5. RELOCATE BY OTHERS
 6. ADJUSTED BY OTHERS
 7. ADJUST TO GRADE
 8. ADJUST EXIST. VALVE
 9. TO BE REMOVED
 10. CONST. CURB RAMP AND DEPRESSED CURB FOR RAMP PER CITY OF TACOMA STANDARD PLAN SU-05.
 11. PROVIDE INLET PROTECTION TO EXIST. OR PROPOSED CB UNTIL REM. OR END OF CONSTRUCTION ACTIVITIES
 12. CONNECT TO EXIST. MH
 13. ADJUST EX. CB & FURNISH NEW FRAME & GRATE
 14. REMOVE AND REPLACE PAVEMENT SECTION PER STANDARD PLAN: SU-15A
 15. CONSTRUCT CEMENT CONCRETE TRAIL ENTRANCE.
 16. PROTECT EXISTING UTILITY/UTILITY POLE
 17. CONST. NEW TYPE 6 FENCE
 18. CONST. SEGMENTAL CONCRETE RETAINING WALL
 19. CONST. BOLLARD
 20. COORDINATE WITH TPU TO RAISE EX. ELECTRICAL LINE TO AN ELEVATION OF 16.5 FT.
 21. PROVIDE AND MAINTAIN SILT FENCE UNTIL END OF CONSTRUCTION ACTIVITIES.
 22. PROVIDE STABILIZED CONSTRUCTION ENTRANCE UNTIL END OF CONSTRUCTION ACTIVITIES.
 23. PROVIDE AND MAINTAIN HIGH VISIBILITY FENCE UNTIL END OF CONSTRUCTION ACTIVITIES.
 24. REMOVE EX. LIGHT POLE AND FOUNDATION. RETURN LIGHT POLE TO PROPERTY OWNER.
 25. PROTECT DIRECT BURIAL COMMUNICATION LINE. PROVIDE UTILITY LOCATE PRIOR TO CONSTRUCTION.
 26. CONST. BIKE COUNTER AND ASSOCIATED LOOPS
 27. CONST. BARK MULCH
 28. SHAPE TO GRADE AND PLACE 2" HMA CL. 1/2 PG 64-22 OVER 2" CSTC.



- NOTES:**
1. DAYLIGHT LINE REPRESENTS THE LIMITS OF CLEARING AND GRUBBING, UNLESS NOTED OTHERWISE.
 2. THE PROJECT DESIGN IS BASED ON SURVEY POINTS AND GIS. CUT/FILL QUANTITIES IN THE BID PROPOSAL ARE ESTIMATED USING THE SURVEY AND GIS INFORMATION. ONCE CONSTRUCTION GRADES ARE ESTABLISHED BY THE SURVEYOR, CUT/FILL QUANTITIES WILL BE UPDATED ACCORDINGLY.
 3. REFER TO CONSTRUCTION DRAWINGS FOR HORIZONTAL CONTROL.
 4. CONTRACTOR TO PROVIDE PEDESTRIAN CONTROL AND PROTECTION PER WSDOT STD. SPECIFICATION SECTION 1-10 AND THE CITY OF TACOMA TRAFFIC CONTROL HANDBOOK IN THE APPENDICES OF THE SPECIAL PROVISIONS.

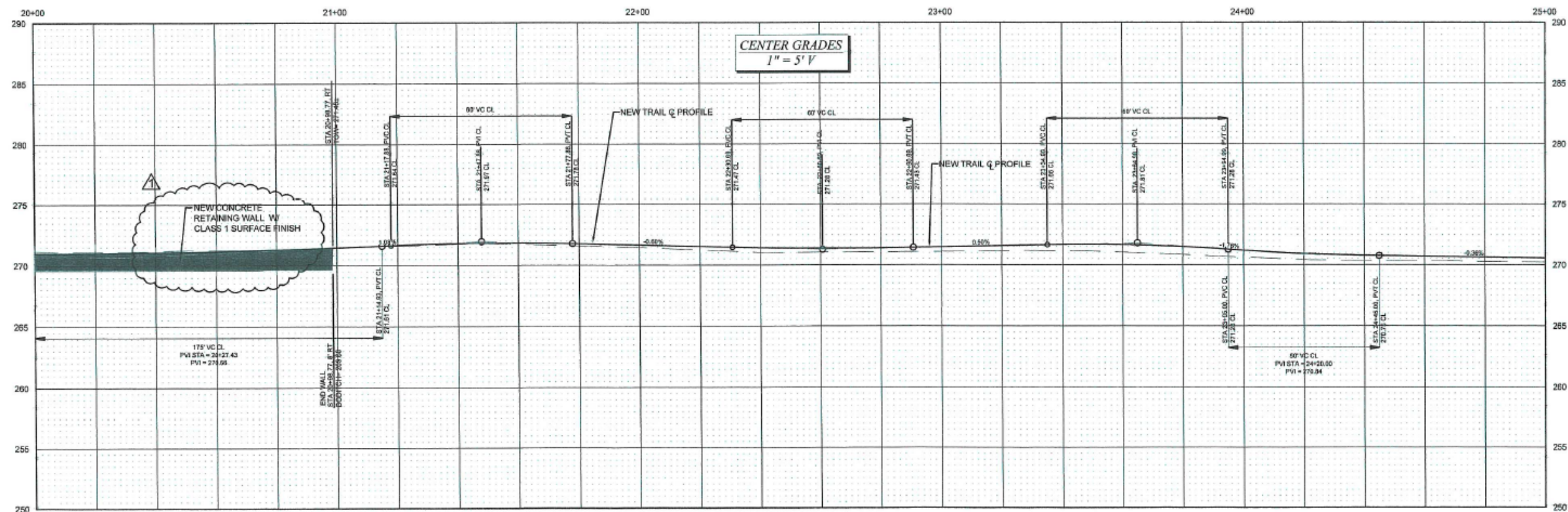
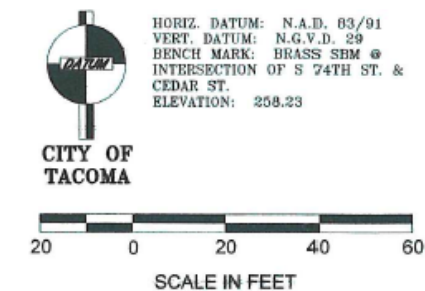


		ADDENDUM #2		4/11/14 BAE		DATE MARCH 2014		SCALE 1" = 20'				CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS		PWK-00559	
NO		REVISION		DATE		APPD		3688		WDT72nd-STW-Const		HISTORIC WATER DITCH TRAIL II TACOMA WATER PROPERTY STW - S 72ND STREET PLAN & PROFILE 10+00 - 15+00		SHEET 13 OF 44	



- KEYNOTES:**
- 1 CONST. POURED MONUMENT
 - 2 HMA TRAIL, REFER TO SHEETS 28 THROUGH 31 FOR TYPICAL CROSS-SECTIONS.
 - 3 CONST. CONCRETE RETAINING WALL, TYPE 1, PER WSDOT STD. DETAIL D-10.10.01 WITH TYPE 4 CHAINLINK FENCE.
 - 4 NOT USED
 - 5 RELOCATE BY OTHERS
 - 6 ADJUSTED BY OTHERS
 - 7 ADJUST TO GRADE
 - 8 ADJUST EXIST. VALVE
 - 9 TO BE REMOVED
 - 10 CONST. CURB RAMP AND DEPRESSED CURB FOR RAMP PER CITY OF TACOMA STANDARD PLAN SU-05.
 - 11 PROVIDE INLET PROTECTION TO EXIST. OR PROPOSED CB UNTIL REM. OR END OF CONSTRUCTION ACTIVITIES
 - 12 CONNECT TO EXIST. MH
 - 13 ADJUST EX. CB & FURNISH NEW FRAME & GRATE
 - 14 REMOVE AND REPLACE PAVEMENT SECTION PER STANDARD PLAN: SU-15A
 - 15 CONSTRUCT CEMENT CONCRETE TRAIL ENTRANCE.
 - 16 PROTECT EXISTING UTILITY/UTILITY POLE
 - 17 CONST. NEW TYPE 6 FENCE
 - 18 CONST. SEGMENTAL CONCRETE RETAINING WALL
 - 19 CONST. BOLLARD
 - 20 COORDINATE WITH TPU TO RAISE EX. ELECTRICAL LINE TO AN ELEVATION OF 18.5 FT.
 - 21 PROVIDE AND MAINTAIN SILT FENCE UNTIL END OF CONSTRUCTION ACTIVITIES.
 - 22 PROVIDE STABILIZED CONSTRUCTION ENTRANCE UNTIL END OF CONSTRUCTION ACTIVITIES.
 - 23 PROVIDE AND MAINTAIN HIGH VISIBILITY FENCE UNTIL END OF CONSTRUCTION ACTIVITIES.
 - 24 REMOVE EX. LIGHT POLE AND FOUNDATION. RETURN LIGHT POLE TO PROPERTY OWNER.
 - 25 PROTECT DIRECT BURIAL COMMUNICATION LINE. PROVIDE UTILITY LOCATE PRIOR TO CONSTRUCTION.
 - 26 CONST. BIKE COUNTER AND ASSOCIATED LOOPS
 - 27 CONST. BARK MULCH
 - 28 SHAPE TO GRADE AND PLACE 2" HMA CL. 1/2 PG 64-22 OVER 2" CSTC.

- NOTES:**
1. DAYLIGHT LINE REPRESENTS THE LIMITS OF CLEARING AND GRUBBING, UNLESS NOTED OTHERWISE.
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 3. REFER TO CONSTRUCTION DRAWINGS FOR HORIZONTAL CONTROL.
 4. CONTRACTOR TO PROVIDE PEDESTRIAN CONTROL AND PROTECTION PER WSDOT STD. SPECIFICATION SECTION 1-10 AND THE CITY OF TACOMA TRAFFIC CONTROL HANDBOOK IN THE APPENDICES OF THE SPECIAL PROVISIONS.



ADDENDUM #2

NO REVISION

4/11/14 BAE

DATE
BY
DATE
PRED. RECORD
3688

DATE
DESIGNED
BY
BRURENEO
DRAWING NAME
WD72nd-STW-Const

SCALE
1" = 20'

CHECKED
DCS

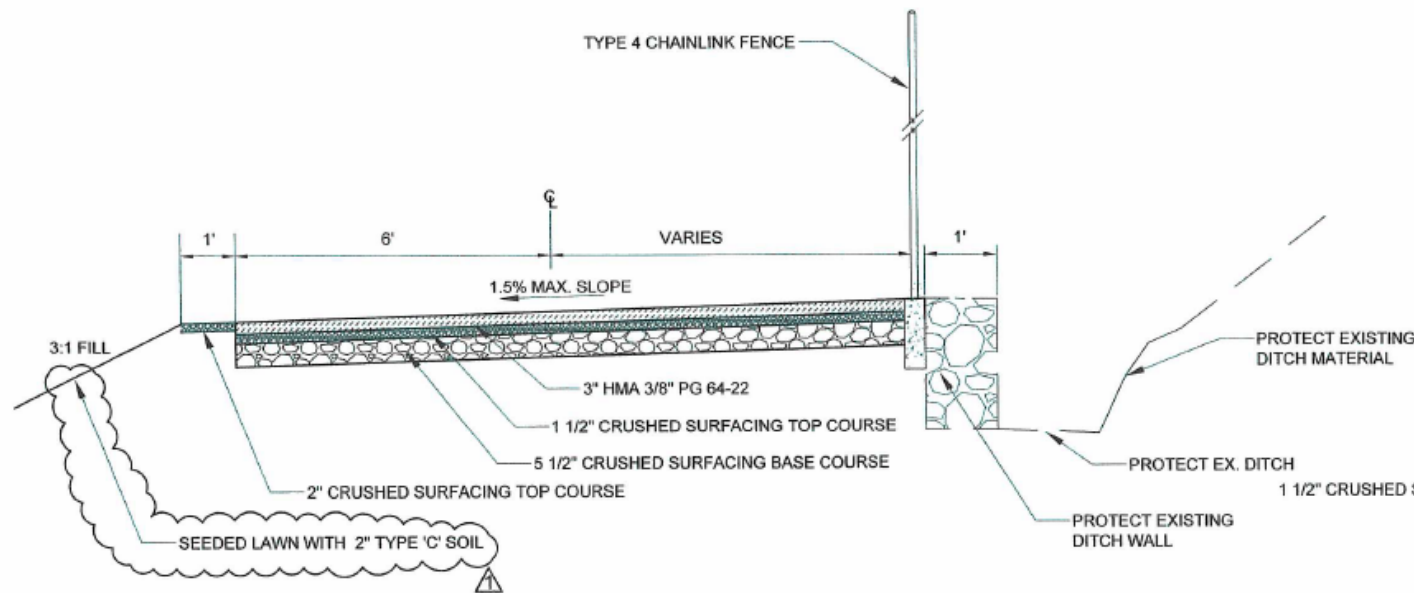
PROJECT NAME
WD72nd-STW-Const

DATE
4/11/14



CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS
HISTORIC WATER DITCH TRAIL II
TACOMA WATER PROPERTY STW - S 72ND STREET
PLAN & PROFILE 20+00 - 25+00

PWK-00559
SHEET NO.
15 of 44

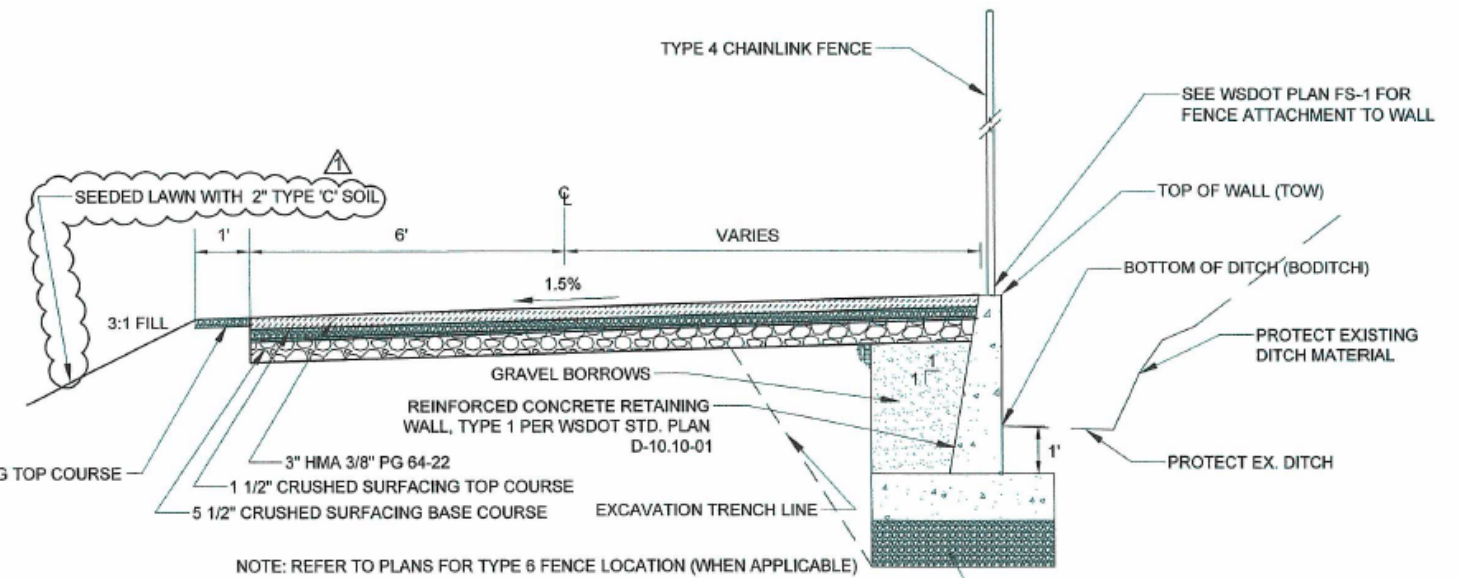


NOTE: REFER TO PLANS FOR TYPE 6 FENCE LOCATION (WHEN APPLICABLE)

SERVICE ACCESS TRAIL SECTION D

LEFT WARP, EXISTING DITCH WALL & BARRIER

19+28 - 19+52.7
N.T.S.

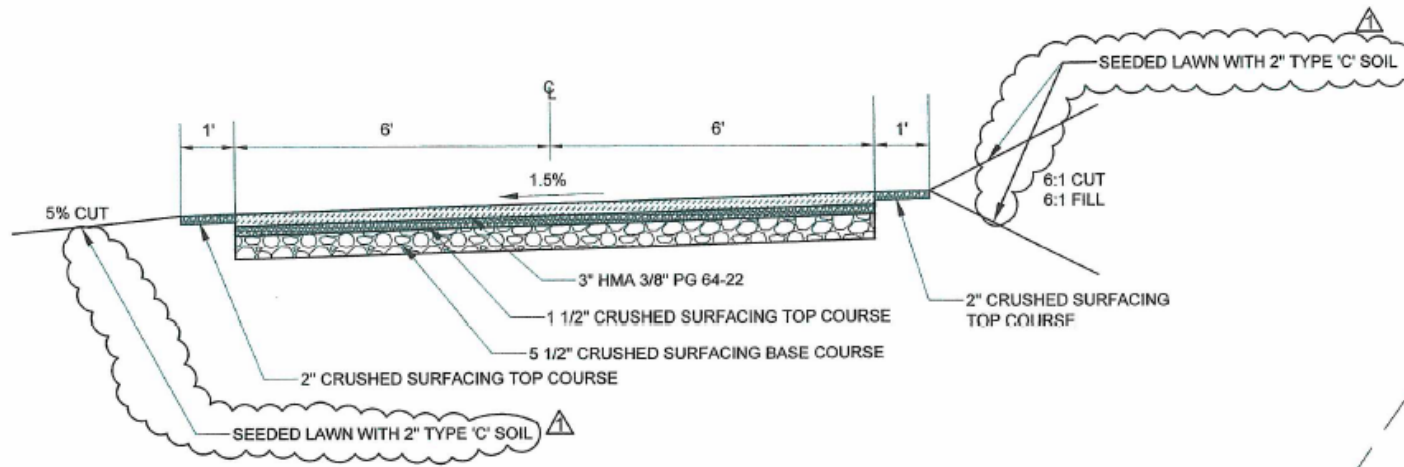


NOTE: REFER TO PLANS FOR TYPE 6 FENCE LOCATION (WHEN APPLICABLE)

SERVICE ACCESS TRAIL SECTION E

WARP LEFT, GRAVITY STONE WALL & BARRIER

19+52.7 - 21+00
N.T.S.

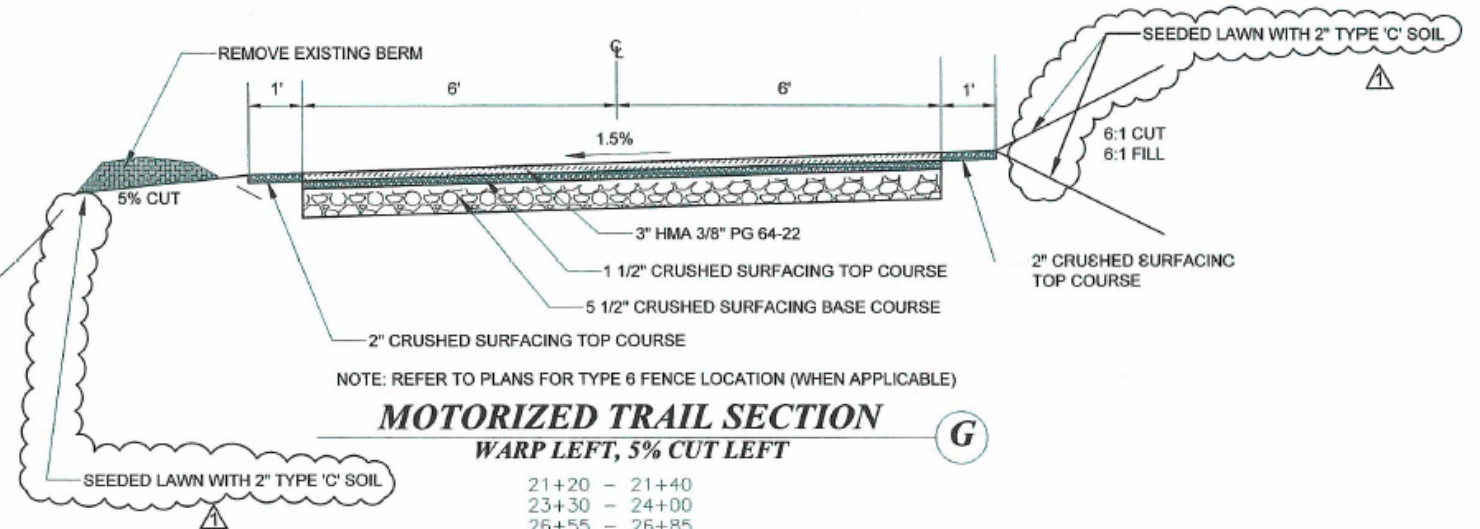


NOTE: REFER TO PLANS FOR TYPE 6 FENCE LOCATION (WHEN APPLICABLE)

SERVICE ACCESS TRAIL SECTION F

WARP LEFT, 5% CUT LEFT

21+00 - 21+20
N.T.S.



NOTE: REFER TO PLANS FOR TYPE 6 FENCE LOCATION (WHEN APPLICABLE)

MOTORIZED TRAIL SECTION G

WARP LEFT, 5% CUT LEFT

21+20 - 21+40
23+30 - 24+00
26+55 - 26+85
27+50 - 27+65
29+35 - 29+65
N.T.S.

SEEDING LAWN WITH 2" TYPE 'C' SOIL



ADDENDUM #2

4/11/14 BAE

DATE

BY

DATE

FIELD BOOKS

DATE

DESIGNED

BY

DATE

DATE

DESIGNED

BY

DATE



ENGINEERING DIVISION MANAGER

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

HISTORIC WATER DITCH TRAIL II
TACOMA WATER PROPERTY STW - S 56TH STREET
TRAIL CROSS SECTIONS

PWK-00559

SHEET NO.

SHEET 29 OF 44



City of Tacoma
Environmental Services Department

**APPLICATION
FOR
SPECIAL AUTHORIZATION TO DISCHARGE
TO THE CITY OF TACOMA MUNICIPAL SEWER SYSTEM**

☐

STORM DRAIN

☐

SANITARY SEWER

A. Project Name _____
Project Number (City project only) _____

B. Applicant:

Name _____

Company _____

Address _____

Project Contact _____

Business Phone Number _____ email _____

Emergency Phone Number _____

Billing name _____

Billing address (if different than above) _____

C. PROJECT NARRATIVE (Purpose of Authorization) _____

D. DISCHARGE LOCATION (provide City SAP manhole numbers) _____

Expected Volume _____

Method of discharge (gravity/pump) _____

Method of discharge measurement (meter or estimated tank volume, etc.) _____

Flow rate (gpm) _____

Hours of operation _____

E. CONTAMINATION AT SITE : Yes

*If yes, provide documentation with application.

I have personally examined and am familiar with the information submitted in this document and attachments. Based upon my inquiry of those individuals immediately responsible for obtaining the information reported herein, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and/or imprisonment.

Date:_____ Signature:_____

Printed Name:_____

Storm Sewer MH
City SAP ID: 6758047
15" Downstream

Sanitary Sewer MH
City SAP ID: 6771417
8" Downstream

Blowoff

Well 5A

The map displays residential streets S Lawrence St and S Alder St. Property addresses are labeled throughout the area. A green line indicates the proposed sewer main alignment, with various manhole locations marked by red dots and labeled with their City SAP IDs. Red arrows point from the callout boxes to the corresponding manholes on the map.

Sanitary Sewer MH
City SAP ID: 6771417
8" Downstream

Well 5A



* This map is not suitable for site-specific analysis or for utility location *

See full disclaimer below:
<http://yeohub.cityoftacoma.org/pages/disclaimer>

APPENDIX C

APPENDIX C – BID SUBMITTAL DOCUMENTS

1. Bid Proposal
2. Signature Page
3. Sustainability Form
4. State Responsibility and Reciprocal Bid Preference Information
5. Certification of Compliance with Wage Payment Statutes
6. Equity in Contracting
 - a. Goal
 - b. Special Instructions
 - c. Utilization Form
 - d. Equity in Contracting – Tacoma Municipal Code 1.07
7. Demonstration of Experience Form, minimum of 3 required
8. General Provisions

Bid Price Proposal Sheet

Bidder Name _____

BID SCHEDULE A – WELL 6B

Item	Description	Value	Units	Price Per Unit	Estimated Total Cost for Bid Comparison
A-1	First Mobilization and Demobilization	One	Lump Sum		
A-2	Pull Pump, Motor, and Column Pipe	7	Hours		
A-3	Authorized Rig Work	40	Hours		
A-4	Temporary 4,000-Gallon Box	One	Each		
A-5	Disposal of Water and Spoils	11,000	Gallons		
A-6	Disposal of Pipe and Sounding Tube	500	Pounds		
A-7	Extra Materials (cost plus 15%, for bid purposes, use \$10,000 estimate)			\$10,000	\$10,000
A-8	Reinstall and Remove Pump for Testing	32	Hours		
A-9	Operate Test Pump and Handle Discharge	5	Hours		
A-10	Blast and Recoat Column Pipe	74	Feet		
A-11	Second Mobilization and Demobilization	One	Lump Sum		
A-12	Install Permanent Pump, Motor, and Column Pipe	25	Hours		
Schedule A Total					\$

BID SCHEDULE B – WELL 5A

Item	Description	Value	Units	Price Per Unit	Estimated Total Cost for Bid Comparison
B-1	First Mobilization and Demobilization	One	Lump Sum		
B-2	Pull Pump, Motor, and Column Pipe	12	Hours		
B-3	Authorized Rig Work	100	Hours		
B-4	Temporary 4,000-Gallon Box	One	Each		
B-5	Disposal of Water and Spoils	31,000	Gallons		
B-6	Disposal of Pipe and Sounding Tube	1,000	Pounds		
B-7	Extra Materials (cost plus 15%, for bid purposes, use \$20,000 estimate)			\$20,000	\$20,000
B-8	Reinstall and Remove Pump for Testing	62	Hours		
B-9	Operate Test Pump and Handle Discharge	16	Hours		
B-10	Blast and Recoat Column Pipe	108	Feet		
B-11	Second Mobilization and Demobilization	One	Lump Sum		
B-12	Install Permanent Pump, Motor, and Column Pipe	35	Hours		
B-13	Temporary 16,000-Gallon Tank	One	Each		
B-14	Temporary 12-Inch Piping	130	Feet		
B-15	Discharge Permits	One	Lump Sum		
		Schedule B Total			\$

BID SCHEDULE C – WELL 1B

Item	Description	Value	Units	Price Per Unit	Estimated Total Cost for Bid Comparison
C-1	First Mobilization and Demobilization	One	Lump Sum		
C-2	Pull Pump, Motor, and Column Pipe	10	Hours		
C-3	Authorized Rig Work	90	Hours		
C-4	Temporary 4,000-Gallon Box	One	Each		
C-5	Disposal of Water and Spoils	32,000	Gallons		
C-6	Disposal of Pipe and Sounding Tube	500	Pounds		
C-7	Extra Materials (cost plus 15%, for bid purposes, use \$5,000 estimate)			\$5,000	\$5,000
C-8	Reinstall and Remove Pump for Testing	54	Hours		
C-9	Operate Test Pump and Handle Discharge	3	Hours		
C-10	Blast and Recoat Column Pipe	140	Feet		
C-11	Second Mobilization and Demobilization	One	Lump Sum		
C-12	Install Permanent Pump, Motor, and Column Pipe	44	Hours		
		Schedule C Total			\$

BID SCHEDULE D – WELL 3A

Item	Description	Value	Units	Price Per Unit	Estimated Total Cost for Bid Comparison
D-1	First Mobilization and Demobilization	One	Lump Sum		
D-2	Pull Pump, Motor, and Column Pipe	14	Hours		
D-3	Authorized Rig Work	80	Hours		
D-4	Temporary 4,000-Gallon Box	One	Each		
D-5	Disposal of Water and Spoils	31,000	Gallons		
D-6	Disposal of Pipe and Sounding Tube	1,000	Pounds		
D-7	Extra Materials (cost plus 15%, for bid purposes, use \$20,000 estimate)			\$20,000	\$20,000
D-8	Reinstall and Remove Pump for Testing	78	Hours		
D-9	Operate Test Pump and Handle Discharge	16	Hours		
D-10	Blast and Recoat Column Pipe	140	Feet		
D-11	Second Mobilization and Demobilization	One	Lump Sum		
D-12	Install Permanent Pump, Motor, and Column Pipe	44	Hours		
D-13	Temporary 16,000-Gallon Tank	One	Each		
D-14	Temporary 8-Inch Piping	40	Feet		
		Schedule D Total			\$

Schedule A Subtotal	
Schedule B Subtotal	
Schedule C Subtotal	
Schedule D Subtotal	
Project Subtotal	
Applicable Sales Tax – 10.3%	
Project Total	\$

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. TW22-0155N Pulling and Cleanout of South Tacoma Wells – Phase I

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
into Contracts for Bidder/Proposer

Date

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
(See Ch. 18.27, R.C.W.)

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.



Sustainability

The City has an interest in sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.

1. Please describe how you have incorporated sustainability into your everyday business practices?

2. Please describe how you have taken measures to minimize impacts to the environment in the delivery of the proposed services?

Specification No. TW22-0155N

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

Do you have industrial insurance (workers' compensation)
Coverage nor your employees working in Washington?

☐ Yes ☐ No
☐ Not Applicable

Washington Employment Security Department Number

Number: _____

☐ Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

☐ Not Applicable

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

☐ Yes ☐ No

If yes, provide an explanation of your
disqualification on a separate page.

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

☐ Yes ☐ No

If incorporated, in what state were you incorporated?

State: _____ ☐ Not Incorporated

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

State: _____

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

☐ Yes ☐ No



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**August 15, 2022**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

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

Equity in Contracting Requirements

Minority Business
Enterprise Requirement

10%

Women Business
Enterprise Requirement

16%

Small Business Enterprise
Requirement

0%

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: 20000112479

Date of Record: August 3, 2022

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



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

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

Bidders Special Instructions

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

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

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

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

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

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

Post-Award Important Information

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

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



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

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

***EIC & LEAP STAFF Contact Information**

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



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

EQUITY IN CONTRACTING UTILIZATION FORM

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

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

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

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

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

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

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

CHAPTER 1.07

EQUITY IN CONTRACTING

Sections:

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

1.07.010 Policy and purpose.

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

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

1.07.020 Definitions.

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

1.07.020.B

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

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

1.07.020.C

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

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

"Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with

federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

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

1.07.020.G

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

1.07.020.N

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

1.07.020.P

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

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

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

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

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

1.07.020.Q

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

1.07.020.R

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

1.07.020.S

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

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

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

1.07.020.T

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

1.07.020.W

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

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

1.07.030 Discrimination prohibited.

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

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

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

1.07.040 Program administration.

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

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

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

1.07.050 Approval as a Certified Business.

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

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

B. Appeals.

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

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

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals.

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

2. Application of Annual Goals to Contracts.

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

B. Exceptions:

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

1. Emergency:

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

2. Not Practicable:

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

3. Sole source:

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

4. Government purchasing.

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

5. Lack of certified contractors:

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

C. Waiver:

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, waiver of goals is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver..

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

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

1.07.070 Evaluation of submittals.

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

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

1. General.

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

2. Supplies.

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

3. Services and Public Works subcontracts.

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

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

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

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

1. When contract award is based on price.

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

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

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

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

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

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

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

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

1.07.080 Contract compliance.

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

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

B. Record Keeping.

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

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

1.07.090 Program monitoring.

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

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

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

1.07.100 Enforcement.

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

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

1.07.110 Remedies.

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

1. Forfeit the contractor's bid bond and/or performance bond;

2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

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

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

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

1.07.120 Unlawful acts.

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

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

1.07.130 Severability.

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

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

1.07.140 Review of program.

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

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

Demonstration of Experience

Bidders shall provide examples of three projects working with similarly sized wells (≥ 24 -inch diameter casing, $\geq 3,000$ gpm), including a project summary, budget summary, documentation of change orders, and a reference for each project. Attach additional pages as necessary.

Proposed Equipment:

Bidders shall provide a list of the equipment proposed to be used for the cleanout, redevelopment, and testing efforts at the selected South Tacoma Wells. Attach additional pages as necessary.

Proposed Date to Begin Drilling Activities: _____

Firm Name: _____

By: _____

Date: _____

Demonstration of Experience Form: Include extra pages if needed

Bidder Name: _____

Project 1 Name:	
Project Description:	
Well size diameter, depth, and flow:	
Beginning and Completion Dates:	
Contract with:	
Amount of Contract:	
Reference:	

Project 2 Name:	
Project Description:	
Well size diameter, depth, and flow:	
Beginning and Completion Dates:	
Contract with:	
Amount of Contract:	
Reference:	

Project 3 Name:	
Project Description:	
Well size diameter, depth, and flow:	
Beginning and Completion Dates:	
Contract with:	
Amount of Contract:	
Reference:	

Equipment Proposed for Use:

Proposed Drilling / Cleaning Rigs	
Proposed Cranes	

GENERAL PROVISIONS

(Revised December 15, 2020)

SECTION I - BIDDING REQUIREMENTS

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent's Proposal

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

B. Alterations of Proposals Not Allowed

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

C. Filling Out City Proposal Sheets

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

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

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

1.03 RESPONDENT'S BOND OR CERTIFIED CHECK

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

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

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

1.04 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE

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

1.05 LICENSES/PERMITS

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

1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

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

1.07 BID IS NONCOLLUSIVE

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

1.08 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

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

B. Prequalified Electrical Contractor

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

C. Insertions of Material Conflicting with Specifications

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

D. Correction of Ambiguities and Obvious Errors

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

1.09 WITHDRAWAL OF BID

A. Prior to Bid Opening

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

B. After Bid Opening

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

1.10 OPENING OF BIDS

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

1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION

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

1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

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

1.13 TAXES

A. Include In Proposal All Taxes

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

B. Federal Excise Tax

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

C. City of Tacoma Business and Occupation Tax

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

1.14 FIRM PRICES/ESCALATION

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

1.15 AWARD

A. Construction and/or Labor Contracts

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

B. Supply/Equipment Contracts

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

1.16 INCREASE OR DECREASE IN QUANTITIES

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

1.17 EXTENSION OF CONTRACT

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

1.18 PAYMENT TERMS

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

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

A. Payment methods include:

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

1.20 COOPERATIVE PURCHASING

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

1.21 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

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

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

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

1.22 FEDERAL AID PROJECTS

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

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

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

B. Surety Bonds

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

C. Independent Contractor

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

2.02 CONFLICTS IN SPECIFICATIONS

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

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

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

2.03 INSPECTION

A. Of the Work

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

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

B. Inspector's Authority

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

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

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

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

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

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

2.05 INDEMNIFICATION

A. Indemnification

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

B. Limitation of Liability for Primarily Supply-Type Contracts

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

2.06 CONTRACTOR'S INSURANCE

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

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

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

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

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

D. Subletting

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

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

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

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

2.08 DELAY

E. Extension of Time

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

F. Unavoidable Delay

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

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

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

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

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

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

B. Guarantee for Supply Contracts

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

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

C. Guarantee Period Extension

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

2.10 DEDUCTIONS FOR UNCORRECTED WORK

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

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

1. Supplies. The City may terminate a Contract for supplies at any time upon prior written notice to Contractor. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.

2. Services. The City may terminate a Contract for services at any time, with or without cause, by giving 10-business day's written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.

B. Termination for Cause

1. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Contractor's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach

2. Bankruptcy. If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Payment and Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.

3. Notice. In the event of any such termination for cause, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

2.12 LIENS

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

2.13 LEGAL DISPUTES

A. General

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

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

B. Attorney Fees

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

2.14 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

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

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

2.15 PACKING SLIPS AND INVOICES

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

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

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

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

2.16 APPROVED EQUALS

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

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

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

2.17 ENTIRE AGREEMENT

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

2.18 CODE OF ETHICS

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

2.19 FEDERAL FINANCIAL ASSISTANCE

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

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

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

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

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

C. CLEAN AIR ACT

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

D. FEDERAL WATER POLLUTION CONTROL ACT

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

E. DEBARMENT AND SUSPENSION

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

F. BYRD ANTI-LOBBYING AMENDMENT

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. PROCUREMENT OF RECOVERED MATERIALS

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

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

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

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

3.01 RESPONDENT'S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

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

3.04 TRENCH EXCAVATION BID ITEM

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

3.05 SAFETY

A. General

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

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

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

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

B. Work Hazard Analysis Report

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

3.06 PROTECTION OF WORKERS AND PROPERTY

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

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

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

3.07 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

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

B. Character of Contractor's Employees

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

3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

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

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

B. Prevailing Wages

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

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

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

3.09 COPELAND ANTI-KICKBACK ACT

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

- A. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3.10 CHANGES

A. In Plans or Quantities

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

B. Extra Work

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

C. Extra Work - No Agreed Price

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

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

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

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

D. Claims for Extra Work

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

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

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

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

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

3.13 FINAL PAYMENT

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

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

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

3.14 FAILURE TO COMPLETE THE WORK ON TIME

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

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

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

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

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

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

3.16 LIST OF SUBCONTRACTORS

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

APPENDIX D

APPENDIX D – SAMPLE DOCUMENTS

1. Sample Contract
2. Sample Payment Bond
3. Sample Performance Bond
4. General Release

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:

Signature:

Name:

Title:

CONTRACTOR:

Signature:

Name:

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: _____

1. Termination for Breach

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

2. Prevailing Wages

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
 - i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
 - ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
 - iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

3. COPELAND ANTI-KICKBACK ACT

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

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

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

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

6. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

7. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

8. DEBARMENT AND SUSPENSION

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

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

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier <i>(i.e., DUNS)</i>	City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i>: \$	(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency		(ix) Total Amount of the Federal Award <i>Committed</i> to the agency \$
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) Federal Awarding Agency: DEPARTMENT OF THE TREASURY	Pass-Through Entity: City of Tacoma		Awarding Official Name and Contact Information:
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Method (lump sum payment or reimbursement) REIMBURSEMENT		



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.

Bond No.

That we, the undersigned, _____

as principal, and _____

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

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

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



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

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for _____
between _____ and the City of Tacoma,
dated _____, 20____, hereby releases the City of Tacoma, its
departmental officers and agents from any and all claim or claims whatsoever in any manner
whatsoever at any time whatsoever arising out of and/or in connection with and/or relating
to said contract, excepting only the equity of the undersigned in the amount now retained by
the City of Tacoma under said contract, to-wit the sum of \$ _____.

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

Contractor

By _____

Title _____

APPENDIX E

APPENDIX E – CITY OF TACOMA REQUIREMENTS

1. Insurance Requirements
2. Local Employment and Apprenticeship Training Program (LEAP)
 - a. Abbreviated Program Requirements
 - b. Document Submittal Schedule
 - c. Tacoma Municipal Code 1.90
 - d. Instruct Goal Form
 - e. No Work Performed Report
 - f. Employment Verification Form
 - g. Economically Distressed ZIP Codes Map
 - h. EDA



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

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:

- 4.1.1 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.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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 Professional Liability Insurance or Errors and Omissions

Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract.

If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars (\$2,000,000).

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

If provided on a "claims-made" basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

4.6 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:

4.6.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.

4.6.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.

4.7 Commercial Property Insurance

Contractor shall provide Commercial Property Insurance for loss or damage to any and all equipment owned by City of Tacoma while in the care, custody, or control of Contractor, Subcontractors, or their agents. The coverage shall be provided on an ISO **Special Form Causes of Loss** CP10 30 06 07 or equivalent and shall provide full replacement cost coverage. The deductible shall not exceed Two Thousand Five Hundred Dollars (\$2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

4.8 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.

4.9 Inland Marine (Cargo) Insurance

Contractor shall maintain Cargo Insurance. Coverage shall protect the property from all risk of injury, and coverage shall be in an amount of the full replacement cost of the property, with no coinsurance exposure. Any applicable deductible shall not exceed Five Thousand Dollars (\$5,000).

4.10 Other Insurance

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



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

LEAP LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS

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

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

LEAP PROGRAM REQUIREMENTS:

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

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

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

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

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

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

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

LEAP DOCUMENT SUBMITTALS:**

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

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



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	<i>Repealed.</i>
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 do not have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award Submittals:

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

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

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

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

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

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

1. 15% Local Employment Utilization Goal

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

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

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

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

Gender (optional): ☐ MALE ☐ FEMALE

Complete Physical Address (No PO Boxes): _____

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

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

Age: _____ Copy of DD-214: _____

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

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

_____ a. Resident (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 Public 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: _____

LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

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

.....

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

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

_____ Driver's License with current address

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

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

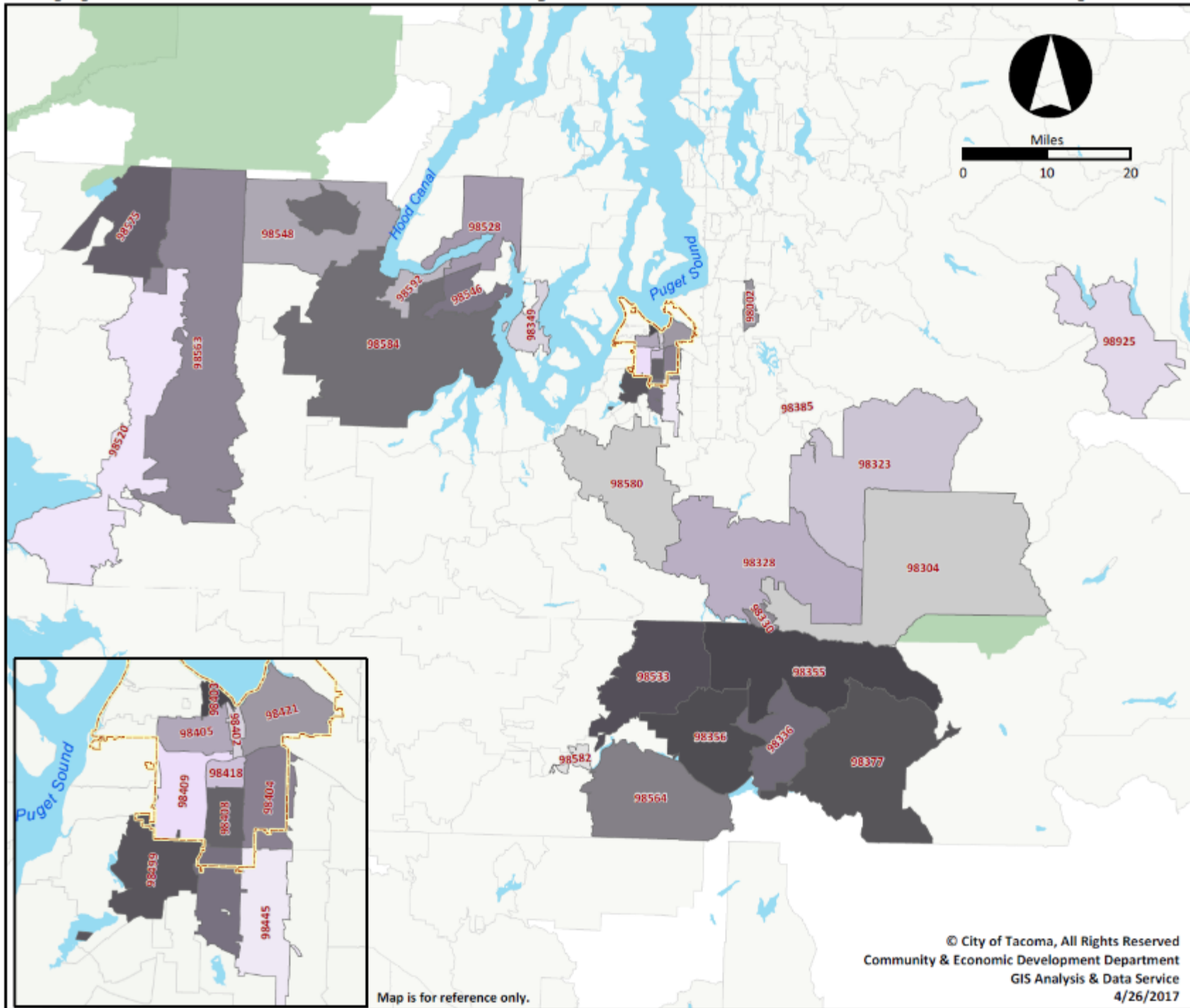
*Any of the above must have a complete physical address verified by the www.govme.org website.

No PO Boxes

Contractor Representative: _____ Date: _____

Title: _____

Appendix C: Economically Distressed ZIP Codes Map



- City Limits
- 98002
- 98304
- 98323
- 98328
- 98330
- 98336
- 98349
- 98355
- 98356
- 98377
- 98385
- 98520
- 98528
- 98533
- 98546
- 98548
- 98563
- 98564
- 98575
- 98580
- 98582
- 98584
- 98592
- 98925
- 98402
- 98403
- 98404
- 98405
- 98408
- 98409
- 98418
- 98421
- 98444
- 98445
- 98499

Economically Distressed ZIP Codes (Journeyman AND Apprentice)

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