TACOMA WATER
REQUEST FOR BIDS
FEDERAL WAY PRV VAULT MODIFICATION
SPECIFICATION NO. TW22-0339N
Request for bids TW22-0339N
Federal Way PRV Vault Modification

Submittal Deadline: 11:00 a.m., Pacific Time, Friday, November 18, 2022

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

Submittal Delivery: Submittals will be received as follows:

By Email:
bids@cityoftacoma.org
Maximum file size: 35 MB. Multiple emails may be sent for each submittal.

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

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

Pre-Proposal Meeting: A pre-proposal meeting will be held at 9:00 a.m., PST, Tuesday, November 8, 2022 via TEAMS.

Project Scope: This project involves retrofit of an existing Pressure Reducing Valve (PRV) vault located in Federal Way, WA. The existing vault lid will be removed and replaced with a custom lid, and the access into the vault will be relocated from the south side to the east side of the vault. The work will also include installation of new prefabricated access ladder, replacement of the existing PRV valve in kind with a new valve, and replacement of associated pipe and valve appurtenances (e.g., flange coupling adapter, two corps, etc.). Contractor shall do all demo and restoration work necessary to accomplish the aforementioned work and to return the site to its current condition post-construction.

Estimate: $187,000.00

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit 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 Rebecca Lewis, Buyer by email to rlewis4@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.

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**After award, the following documents will be executed:**

| Contract                                   |
| Certificate of Insurance and related endorsements |
| Performance and Payment Bond               |
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.  

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: PROPRIETY 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.

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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.
3. Technical Provisions prevail if they are in conflict with the General Provisions.

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

2.03 INSPECTION

A. Of the Work

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

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

B. Inspector’s Authority

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

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

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

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

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

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

A. Indemnification

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

B. Limitation of Liability for Primarily Supply-Type Contracts

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

2.06 CONTRACTOR'S INSURANCE

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

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

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

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

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

D. Subletting

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

In the event that a prequalified electrical contractor is necessary to perform certain portions of the work, such work may be subcontracted with a City prequalified electrical contractor for the type of work involved.

Requests for subletting of this Contract must be in writing with the written consent of the Surety, and the request must show the proposed person or organization to which the Contract is sublet is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his/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 subletting.
The written consent approving the subletting of the Contract shall not be construed to relieve the Contractor of his/her responsibility for the fulfillment of the Contract. The Subcontractor shall be considered to be the agent of the Contractor and the Contractor agrees to be responsible for all the materials, work and indebtedness incurred by the agent.

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

2.08 DELAY

E. Extension of Time

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

F. Unavoidable Delay

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

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

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

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

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

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

B. Guarantee for Supply Contracts

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

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

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

2.10 DEDUCTIONS FOR UNCORRECTED WORK

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

2.11 CITY OF TACOMA’S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

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

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

B. Termination for Cause

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

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

3. Notice. In the event of any such termination for cause, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.
2.12 **LIENS**
In the event that there are any liens on file against the City of Tacoma, the City of Tacoma shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Tacoma to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk.

2.13 **LEGAL DISPUTES**

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

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

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

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

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

Legal holidays of the City of Tacoma are:

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

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

2.15 **PACKING SLIPS AND INVOICES**

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

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

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

2.16 APPROVED EQUALS

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

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

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

2.17 ENTIRE AGREEMENT

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

2.18 CODE OF ETHICS

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

2.19 FEDERAL FINANCIAL ASSISTANCE

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

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

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other
employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontract or lower tier subcontractor with the clauses set forth in paragraphs (B)(1) through (4) of this section.

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

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

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

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

2. If applicable, Contractor must sign and submit to the City the following certification:

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

__________________________________________
Signature of Contractor’s Authorized Official

__________________________________________
Name and Title of Contractor’s Authorized Official

_______________ Date
G. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
   
a. Competitively within a timeframe providing for compliance with the contract performance schedule;
   
b. Meeting contract performance requirements; or
   
c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

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

3.01 RESPONDENT'S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

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

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

3.05 SAFETY

A. General

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

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

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

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

B. Work Hazard Analysis Report

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

3.06 PROTECTION OF WORKERS AND PROPERTY

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

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

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

3.07 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor’s Employees

The Contractor shall keep on his/her work, during its progress, a competent superintendent and any necessary assistants, all of whom must be satisfactory to the City of Tacoma. The Contractor’s superintendent shall not be changed except with the consent of the City of Tacoma, unless the Contractor’s superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The Contractor’s superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor directly. The Contractor shall give efficient supervision to the work, using his/her best skill and attention.
B. Character of Contractor's Employees
The Contractor shall employ only competent, skillful, faithful and orderly persons to do the work, and whenever the Engineer administering the Contract shall notify the Contractor in writing that any person on the work is, in his or her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall forthwith discharge such persons from the work and shall not again employ him or her on this Contract.

3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW

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

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

B. Prevailing Wages

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

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

1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,

2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid) and 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 hereinafore fixed for each and every calendar day during which the completion of the work herein required shall be delayed beyond the expiration of the period herein fixed for such completion or such extension of said period as may be allowed by reason of unavoidable delays.

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

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

3.16 LIST OF SUBCONTRACTORS

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

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

The state of residence for a non-resident contractor is the state in which the contractor was incorporated, or if not a corporation, the state in which the contractor’s business entity was formed.
The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident contractor's bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

   a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

   b. Have a current Washington Unified Business Identifier (UBI) number;

   c. If applicable, have:

      a. Have Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;

      b. A Washington Employment Security Department number, as required in Title 50 RCW;

      c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

      d. An electrical contractor license, if required by Chapter 19.28 RCW;

      e. An elevator contractor license, if required by Chapter 70.87 RCW and;

3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).
II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

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

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

The City of Tacoma (City) / Department of Public Utilities (TPU) / Water Division is soliciting bids to establish a contract for the vault modification of an existing PRV structure.

This project involves retrofit of an existing PRV vault located in Federal Way, WA. The existing vault lid will be removed and replaced with a custom lid, and the access into the vault will be relocated from the south side to the east side of the vault. The work will also include installation of new prefabricated access ladder, replacement of the existing PRV valve in kind with a new valve, and replacement of associated pipe and valve appurtenances (e.g., flange coupling adapter, two corps, etc.). Contractor shall do all demo and restoration work necessary to accomplish the above mentioned work and to return the site to its current condition post-construction.

2. 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:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Bid Meeting</td>
<td>11/8/2022</td>
</tr>
<tr>
<td>Question Deadline</td>
<td>11/8/2022</td>
</tr>
<tr>
<td>City response to Questions</td>
<td>11/9/2022</td>
</tr>
<tr>
<td>Submittal Due Date</td>
<td>11/18/2022</td>
</tr>
<tr>
<td>Anticipated Award Date</td>
<td>11/23/2022</td>
</tr>
</tbody>
</table>

3. INQUIRIES

Questions and request for clarifications of the specifications may be submitted in writing by 3:00 p.m., Pacific Time, Tuesday, November 8, 2022, to Rebecca Lewis, Purchasing Division, via email to rlewis4@cityoftacoma.org. No further questions will be accepted after this date and time. The City will not be responsible for unsuccessful submittal of questions.

Written answers to all questions submitted will be posted on the Purchasing website at www.TacomaPurchasing.org on or about Wednesday, November 9, 2022. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential. The answers are not typically considered an addendum.

   A. Questions marked confidential will not be answered or included.
   
   B. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
   
   C. The answers are not typically considered an addendum.
   
   D. The City will not be responsible for unsuccessful submittal of questions.
E. Written answers to questions will be posted in the event approximately one week after the question deadline.

4. PRE-BID MEETING
A pre-bid meeting will be held at 9:00 a.m., PST, Tuesday, November 8, 2022 via TEAMS.

5. 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.

6. HOURS OF WORK
SEE SPECIAL PROVISIONS SECTION 16.06

7. 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.

8. 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:
A. Compliance with specification.
B. Proposal prices, listed separately if requested, as well as a lump sum total.
C. Time of completion/delivery.
D. Warranty terms.
E. Bidder’s responsibility based on, but not limited to:
   • Ability, capacity, organization, technical qualifications and skill to perform the contract or provide the services required.
   • References, judgment, experience, efficiency and stability.
   • Whether the contract can be performed within the time specified.
   • Quality of performance of previous contracts or services.

9. PREVAILING WAGE INFORMATION

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

The project site is located in King 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.

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](https://secure.lni.wa.gov) or by visiting their MY L&I account.

**10. PERFORMANCE AND PAYMENT BOND**

A performance and payment bond is required for this project. Bonds will include a power of attorney, will be for 100% of the Contract total and is subject to the following requirements:

A. The City’s performance and payment bond forms must be used.

B. The performance and payment bonds must be executed by a surety company licensed to do business in the state of Washington.

C. The cost of a performance and payment bonds must be included in submittal prices. Bonds will not be paid as a separate line item.

No bid bond is required for this project.

**11. 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.

**12. 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.

**13. 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.
14. 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 manage reduction plans
- Potential impact on human health and the environment

15. EQUITY IN CONTRACTING

See Appendix B for City of Tacoma Equity in Contracting requirements for this project.
16. SPECIAL PROVISIONS

16.01 PROJECT DESCRIPTION

The work to be performed under this specification consists of:

This project involves retrofit of an existing PRV vault located in Federal Way, WA. The existing vault lid will be removed and replaced with a custom lid, and the access into the vault will be relocated from the south side to the east side of the vault. The work will also include installation of new prefabricated access ladder, replacement of the existing PRV valve in kind with a new valve, and replacement of associated pipe and valve appurtenances (e.g., flange coupling adapter, two corps, etc.). Contractor shall do all demo and restoration work necessary to accomplish the afore mentioned work and to return the site to its current condition post-construction.

16.02 PROJECT LOCATION

The Federal Way PRV Station is located at 42\textsuperscript{nd} Ave SW and SW 328\textsuperscript{th} St. Refer to the vicinity map in the drawings (Appendix A).

16.03 EXISTING CONDITIONS

The station is located in the intersection, but this site is not secured and is available for drop in external viewing. Due to the nature of the work to be performed, bidders are strongly encouraged to visit the site prior to submitting a bid. A date and time of when the Tacoma Water personnel will be available for questions at the work site will be given at the pre-bid meeting.

All bidders are responsible for examining the site and comparing it against the specifications and drawings to have a complete understanding of any potential difficulties with the execution of the proposed contract (such as uncertainty of weather, floods, nature, and condition of materials to be handled and all other conditions, special work conditions including work scheduled, obstacles, and contingencies) before submitting their bid proposal.

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

By entering into the contract, the Contractor represents that he/she is familiar with all the physical and local conditions affecting the project site.

Any information provided by the City to the Contractor relating to the existing conditions on, under, or adjacent to the project site including, but not limited to, information pertaining to hazardous material abatement and other conditions affecting the project site represents only the opinion of the City as to the location, character or quantity of such conditions and is provided only for the convenience of the Contractor.
The Contractor shall draw his own conclusions from such information and make such tests, reviews and analyses as deemed necessary to understand such conditions and to prepare his proposal.

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

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

16.04 CODES, LAWS, AND REGULATIONS PERTAINING TO WASTE MANAGEMENT

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

A. Washington State Department of Labor and Industries Chapters 296-155 WAC, 296-24 WAC, 296-62 WAC


C. Code of Federal Regulations Chapters 29 and 40.

16.05 COMMENCEMENT, PRE-CONSTRUCTION, AND COMPLETION

The Contractor will be required to complete the contract documents and to provide a surety bond within ten (10) business days after the award of the contract. The Contractor may begin the work to be performed, for the proposal items in the contract, after the City’s notification to commence is issued. Notification to commence work may be either by letter, or if no letter is issued, by agreement at the pre-construction meeting.

The Contractor shall complete all work 60 calendar days from Notice to Proceed. If the Contractor fails to complete the work within the established time period, the City will assess liquidated damages at $1,000 per day in accordance with Section 3.14 of the General Provisions modified herein.

The Contractor will not perform any work unless instructed to do so by the Engineer or his/her authorized representative.

Request for Bids
Template Revised: 10/31/2022
16.06 CONTRACT WORK TIMES

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

16.07 QUALIFICATION OF CONTRACTOR

Only Contractors experienced in both commercial demolition, hazardous waste disposal/recycle and with a record of successful completion of jobs of similar scope will be considered. Bidders must complete the Record of Prior Contracts Form included in this specification and submit it with his/her bid proposal. Bidders must present a minimum of three projects that demonstrate experience in the work to be performed. Bid submittals not demonstrating adequate experience may be rejected. The City shall be the sole judge of the bidder’s ability to meet the requirements of this paragraph.

The Contractor shall submit to the Engineer within ten (10) calendar days following execution of the contract documents a list of all subcontractors (if any) including each subcontractor’s address, telephone number, and contact person utilized on this project.

16.08 ADDITIONAL INFORMATION

If any general information regarding this specification is needed, bidders may contact Rebecca Lewis at rlewis4@cityoftacoma.org.

The City reserves the right to request additional information to ascertain acceptability prior to awarding the contract. Failure to supply requested information may be cause to reject the bid as non-responsive. If there is additional information or changes regarding these specifications, an addendum will be posted on the Purchasing website and those firms registered on the plan holder’s list will be notified via email.

16.09 PROJECT ENGINEER / LEAD

The Project Engineer/Lead shall be herein referenced as “Engineer” in these specifications.

16.10 PERMITS

The Contractor will be responsible for obtaining and paying for any and all permits required by Federal, State, County, and local authorities to perform any work activities including storage, generation, transportation, and disposal of hazardous materials and wastes and as set forth in Section 3.02 of the General Provisions.
It is the Contractor’s responsibility to obtain:

- Demolition and Waste Disposal permits
- Storm Water Management Permit through the City of Federal Way.

16.11 TEMPORARY FACILITIES

Note: All utilities have been disconnected from this facility.

All temporary facilities described herein shall be provided by the Contractor. All temporary facilities shall meet applicable safety and health codes.

A. Temporary Toilets
The Contractor shall provide adequate chemical toilet facilities for all workers connected with the work. The facility shall be located where directed when work is started and kept in sanitary condition. The facility shall be removed when directed and the premises shall be disinfected.

B. Temporary Electrical Light and Power
Power service is not available at this site. The Contractor shall provide any required power service.

C. Compressed Air
There is no compressed air service available at this site. The Contractor shall provide any compressed air as required.

D. Water for Construction Purposes
Water service is not available for use by the Contractor at this site. Contractor shall provide water as needed.

E. Fire Suppression
Contractor shall provide a fire suppression water trailer at the work site.

F. Spill Kit
Contractor shall provide a hazardous material spill kit at the work site.

16.12 DIVISION OF WORK

The Contractor shall furnish and pay for all necessary materials and shall provide all labor, tools, equipment, and perform all work incidental to the completion of this project in accordance with the plans, specifications and the instructions of the Engineer.
16.13 DIFFERING SITE CONDITION/CHANGE ORDER

The Contractor shall promptly, and before conditions are disturbed, notify the Engineer or his field representative of problems with conditions at the site, or problems or conflicts in the plans or specifications. No claim by the Contractor under this differing site condition shall be allowed except as agreed upon in writing with the Engineer.

Whenever possible, the Contractor shall submit in advance and in writing a proposal for changes in the scope of the work and/or contract amount. This proposal shall be either accepted or rejected in writing prior to the work commencing.

When time is short, the Contractor shall notify the City that extra work is required or the City shall notify the Contractor that extra work is needed and at a minimum the Engineer shall issue a handwritten notice to proceed. In such cases, said handwritten notice will not be considered as agreement that such work is extra. Within seven (7) calendar days, the Contractor shall submit a written proposal for changes in the scope of work and/or contract amount.

16.14 CONSTRUCTION PROGRESS SCHEDULES

A. Format
The Contractor shall prepare a schedule of work using an acceptable method of scheduling to include a breakdown for each major feature of the work. The Contractor shall have his schedule available no later than the pre-construction meeting.

B. Content
The schedule shall be activity-oriented showing as nearly as can be determined the starting and completion dates of each major feature of the work. Each sequence shall be shown with dates for beginning and completion.

C. Submittals
After review, if the Engineer requires changes, resubmit required revised data within ten (10) working days. Within twenty (20) working days of the date of the contract, the Contractor and the Engineer will reach an agreement on any and all adjustments and modifications to the submitted schedule, which are warranted. The schedule, thus modified, will become part of the contract.

16.15 MEASUREMENT AND PAYMENT

The bid prices in the Proposal shall include all tools, equipment, heavy equipment, staging, containment systems, materials, labor, waste disposal, and any and all other items as outlined in these specifications.
Where these specifications do not specifically address payment for an aspect of the completion of the intended task, it shall be considered as incidental to the proposal items as listed. All work to be performed in accordance with the 2022 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.

Items of work to be completed or materials to be furnished or stated in the project specifications and having no special bid item in the Proposal shall be considered incidental to the contract and no separate payment will be made.

**Proposal Item 1** - Payment for mobilization work completed shall be a lump sum payment and shall include all labor, equipment, and materials to conduct preconstruction operations and for costs of preparatory work and operations.

**Proposal Item 2** - Payment for the procurement and installation of the custom pre-cast concrete vault lid shall be a lump sum payment and shall include all labor, equipment, and materials necessary to perform the removal of the existing lid, purchase and installation of the custom pre-cast concrete vault lid and other tasks to perform this type of work.

**Proposal Item 3** - Payment for the procurement and installation of the circular pre-cast concrete riser shall be a lump sum payment and shall include all labor, equipment, and materials necessary to perform the purchase and installation of the circular pre-cast concrete riser.

**Proposal Item 4** - Payment for the procurement and installation of the prefabricated polypropylene coated steel ladder shall be a lump sum payment and shall include all labor, equipment, and materials to perform the purchase and installation of the prefabricated polypropylene coated steel ladder.

**Proposal Item 5** – Payment for the procurement and installation of the ladder up safety post shall be a lump sum payment and shall include all labor, equipment, and materials to perform the purchase and installation of the ladder up safety post.

**Payment Item 6** - Payment for the procurement and installation of the two (2) 2” NPT Corps shall be a lump sum payment and shall include all labor, equipment, and materials to perform the purchase and installation of the two (2) 2” NPT Corps.

**Payment Item 7** - Payment for the procurement and installation of the 8” Cla-Val Valve Body shall be a lump sum payment and shall include all labor, equipment, and materials to perform the purchase and installation of the 8” Cla-Val Valve Body.

**Payment Item 8** – Payment for the procurement and installation of the 24” diameter composite manhole cover and frame shall be a lump payment and shall include all labor, equipment, and materials to perform the purchase and installation of the 24” diameter composite manhole cover and frame.

**Payment Item 9** – Payment for the fabrication and installation of the pick anchor shall be a lump sum payment and shall include all labor, equipment, and materials to perform the fabrication and installation of the pick anchor.
**Payment Item 10** - Payment for the procurement and installation of the flanged coupling adapter shall be a lump sum payment and shall include all labor, equipment, and materials to perform the fabrication and installation of the flanged coupling adapter.

**Payment Item 11** - Payment for the procurement and installation demobilization shall be a lump sum payment and shall include all labor, equipment, and materials to return this site to its original pre-mobilization condition.

### 16.16 SUBMITTAL PROCEDURES

A. **Submittal requirements:** Submit as specified under individual specification sections. Submittals not requested will not be recognized or returned.

B. **Submittal identification:** Include project items, Contractor, subcontractor or supplier, specification section number, manufacturer, fabrication, product and material as appropriate.

C. **Turn-around time:** Allow from time of receipt five (5) working days for each submittal and each re-submittal (as required) to be reviewed by the Engineer.

D. **Critical issues:** Prior to submittal, communicate with the Engineer the reason for a critical issue.

   Upon approval, allow two (2) working days turn-around time from time of receipt by the Engineer.

E. **Deviations on submittals:** Identify deviations, including products and systems, not conforming to contract documents.

F. **Product and system limitations:** Indicate conditions that may be detrimental to successful performance or completion of the work.

G. **Re-submittal requirements:** Revise initial submittal as directed and re-submit. Follow procedures specified for the initial submittal. Make corrections or changes in the submittals required by the Engineer. Revise and make any further re-submittals until no exceptions are taken. Identify the changes on the re-submittal made since previous submittal.

### 16.17 CLOSE-OUT PROCEDURES

The Contractor shall notify the Engineer in writing when all work or portions of the work are complete and ready for inspection. The Engineer will inspect the work and forward the results to the Contractor. The Contractor shall promptly correct any deficiencies noted.

Request for Bids

Template Revised: 10/31/2022
16.18 DAMAGE TO MATERIALS AND ACCIDENTS

The Contractor shall assume all responsibility for damage to or loss of material or completed work until final acceptance of the contract by the Engineer. Payment will not be made for the following:

A. Waste streams disposed in a manner that has not been approved by the Inspector/Engineer.

B. Wastes improperly handled or improperly prepared for shipment.

C. Waste containers lost, damaged, dropped, or otherwise destroyed during transport.

D. Waste containers or product containers damaged, broken, vandalized, or otherwise destroyed by non-contract employees.

E. Waste streams disposed at an unapproved or unsanctioned facility.

F. Clean up costs for any contamination caused as a result of the Contractor’s activities.

G. Other Contractor negligence.

16.19 DELIVERY, STORAGE AND HANDLING

Deliver materials to job site in original, new, and unopened packages and containers bearing manufacturer’s name, name of material, color name and number, thinning, and application instructions. Store material not in actual use in tightly covered containers.

Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue. Store and mix materials in a safe manner. Comply with City, County, and State regulations and codes.

16.20 GUARANTEE

Any defect in workmanship or materials in this project during the first year after acceptance shall be promptly remedied by the Contractor at no expense to the City.

See Section 2.09 of the General Provisions.
16.21 SECURITY

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 of the General Provisions.

City 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.

16.22 SAFETY

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

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

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

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tr>
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<td>05 50 00</td>
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<tr>
<td>40 27 00</td>
<td>Piping Valves and Accessories</td>
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</tbody>
</table>
PART 1 - GENERAL

1.01 DESCRIPTION

A. Provide all demolition required to perform the work covered under this contract including without limitation:
   1. Remove existing construction shown to be removed.
   2. Remove and replace existing construction and/or finishes as required to provide access to perform other work included in this contract.
   3. Where utilities that are not shown pass through construction, must be removed, and serve other areas, notify the Engineer before disrupting service. If rerouting is required to maintain service, the Owner may issue a Change Order to accomplish the required work.
   4. Store and protect items intended for reuse.
   5. Assume ownership of debris and unwanted materials. Remove from the site and dispose of legally.
   6. Though not anticipated to be encountered, include the cost of removing and disposing of hazardous material including without limitation asbestos or asbestos-containing material, lead-containing paint, and PCBs.
   7. Comply with all State permit requirements for demolition. The Contractor shall perform a pre-demolition survey to determine whether hazardous material is present. If material is identified as hazardous, retain qualified and State-licensed Contractor to remove and dispose of the materials legally.
   8. Remove and properly dispose of unwanted fixed equipment, including existing ladders. Remove all loose items including rubbish, debris, etc.

1.02 NOISE AND DUST CONTROL

A. Perform work in accordance City of Federal Way regulations.
B. Perform work in a manner to cause least disturbance to neighboring residents and least damage to work to remain.
C. Maintain adequate means of safe, clear egress for neighboring residents.
D. Employ all available techniques for construction noise abatement. Use remote, well-mufflered air compressors and newest noise suppressed pneumatic and electric tools.

1.03 WARNING

A. The Contractor is advised that work under this Section may be hazardous. The Contractor is to take all necessary precautions to ensure the safety of workers and property. Removal of and/or working in areas containing even minor amounts of hazardous material including without limitation, asbestos, lead-based paint, PCBs or other hazardous materials requires special precautions, knowledge, and procedures. If hazardous material is suspected, notify the Engineer and Owner.

1.04 QUALITY ASSURANCE

A. Maximize use of source reduction and recycling procedures.
1.05 PRECONSTRUCTION MEETING
   A. After award of Contract and prior to the commencement of the Work, schedule and conduct meeting with Owner and Engineer to discuss and develop mutual understanding relative to details of environmental protection.

1.06 SUBMITTALS
   A. Product information shall be submitted to Tacoma Water and the Engineer for review and approval.
   B. Submit copies of all executed permits.
   C. Submit the following:
      1. Summary of solid waste disposal and diversion.
      2. Municipal solid waste landfills and other disposal area(s) to be used. Include:
         a. Name, location, and phone number.
         b. Copy of permit or license for each facility.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 SOLID WASTE MANAGEMENT
   A. Implement a waste management program and other requirements as specified herein.
   B. Collection: Implement a recycling/reuse program that includes separate collection of waste materials as appropriate to the project waste and to the available recycling and reuse programs in the project area:
   C. Recycling/Reuse: Maximize recycling and reuse of materials.
   D. Handling:
      1. Clean materials that are contaminated prior to placing in collection containers. Deliver materials in accordance with recycling or reuse facility requirements (e.g., free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to recycling process).
      2. Arrange for collection by or delivery to the appropriate recycling or reuse facility.

3.02 REMOVAL OF CONSTRUCTION IN AREAS TO RECEIVE NEW WORK
   A. In areas intended to receive new work and/or finishes, remove all unwanted finishes.
   B. Remove all unwanted mechanical and electrical work (whether shown or not) that is not wanted and is not needed to serve other area(s) that are in, on, or concealed behind work being removed. Cap off or terminate all mechanical or electrical work.
   C. Protect mechanical and electrical work that serves other areas. Relocate concealed mechanical and electrical work that is required to preserve service to other areas.
D. Remove structural work designated for removal. Take precautions not to damage structural work intended to remain. Where temporary shoring is needed, submit a design prepared by an appropriately licensed engineer for review before proceeding.

E. If structural elements are encountered that were not shown, protect them from damage and report their presence to the Engineer and Owner.

3.03 REMOVAL OF LIMITED PORTIONS OF EXISTING CONSTRUCTION TO PERMIT MODIFICATIONS

A. Provide careful, selective cutting and removal of existing construction as required to permit modification of the existing vault and pipe coatings. Cut and remove the least amount of work possible except when a larger area needs to be removed to permit strengthening existing construction or when required to remove finishes to a natural break line such as a corner or change in material.

B. Protect existing construction to remain.

C. Treat existing mechanical, electrical, or structural work as described in other parts of this Section.

D. When modifications are complete, replace removed work with new construction and finishes to match adjacent existing work. Standards of material and workmanship shall be in accordance with other portions of this Specification or if not covered then in accordance with current practice for this class of work. Salvaged materials may be used for replacement if in good condition and with Owner approval.

E. Store and protect items to be reused until time of need on jobsite.

3.04 PROTECTION OF WORK TO REMAIN

A. Protect all work to remain. Repair damage with materials, workmanship, and finishes matching existing work when new.

B. The existing vault floor and walls will not be replaced in this contract. It is essential the floor and walls be protected from any damage due to impact, dirt, abrasion, paints, and solvents.

3.05 CUTTING HOLES IN CONCRETE

A. The Contractor is cautioned that reinforcing not shown on Drawings may be concealed in concrete construction. Use electronic detection equipment to locate concealed items before cutting holes. Take all required precautions to avoid damage to existing reinforcing.

B. Where Drawings call for adding reinforcing trim bars to strengthen openings, limit saw cutting to a depth of 3/4 inch to avoid cutting existing reinforcing steel. Carefully chip out concrete to avoid damaging existing reinforcing steel which is to remain.

3.06 IF HAZARDOUS MATERIALS ARE ENCOUNTERED

A. If hazardous materials are discovered, comply with 1.01 of this Section and all applicable laws.
3.07 REMOVAL AND DISPOSAL OF MATERIAL
   A. Store debris in suitable covered containers located where directed by the Owner and remove from site when full. Burning on the site is not permitted.
   B. Removed material (other than material to be reused) shall become the property of the Contractor who shall remove it from the site and dispose of it in a legal manner.

3.08 UTILITY LOCATES AND DEMOLITION
   A. There are electrical conduits that may nor may not be shown on the Drawings. Locate, demolish, and restore as required for the construction.

END OF SECTION
SECTION 05 50 00
METAL FABRICATIONS (MISCELLANEOUS METALS)

PART 1 - GENERAL

1.01 SUMMARY
A. Section Includes:
   1. All metal fabrications and other miscellaneous metal items together with
      related accessory items and fasteners, including:
      a. Steel stairs and ladders.

1.02 REFERENCES
A. American National Standards Institute:
   1. B18.23.1 Beveled Washers
B. ASTM International (ASTM):
   1. A36 Specification for Carbon Structural Steel
   2. A123 Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and
      Steel Products
   3. A153 Specification for Zinc Coating (Hot-Dip) on Iron and Steel
      Hardware
   4. A283 Specification for Low and Intermediate Tensile Strength Carbon
      Steel Plates
   5. A307 Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile
      Strength
   6. A786 Specification for Hot-Rolled Carbon, Low-Alloy, High-Strength
      Low-Alloy and Alloy Steel Floor Plates
   7. D4101 Standard Classification System and Basis for Specification for
      Polypropylene Injection and Extrusion Materials
   8. F844 Specification for Washers, Steel, Plain (Flat), Unhardened for
      General Use
   9. F2329 Specification for Zinc Coating, Hot-Dip, Requirements for
      Application to Carbon and Alloy Steel Bolts, Screws, Washers,
      Nuts, and Special Threaded Fasteners
C. The Society for Protective Coatings (SSPC), Volume 2. Standards for Surface
   Preparation are specified by SSPC followed by SP and a number indicating the
   specified type of surface preparation.
D. International Building Code (IBC)
E. International Code Council (ICC).

1.03 SUBMITTALS
A. Product information shall be submitted to Tacoma Water and the Engineer for
   review and approval.
B. Product Data: Fully describe every product proposed for use.
C. Shop Drawings:
   1. Show dimensions, finishes, joining, attachments, inserts, and relationship of
      work to adjoining construction.
2. Indicate all shop and erection details including cuts, copes, connections, holes, threaded fasteners and welds. Indicate welds using AWS "Welding Symbols."
3. Show field measured dimensions of this and adjacent work and location of inserts on fabrication drawings.

1.04 QUALITY ASSURANCE
A. Regulatory Requirements: Comply with the following codes and reference standards unless higher standards are specified, shown or required by applicable codes:

1.05 DELIVERY, STORAGE AND HANDLING
A. Deliver anchorage devices that will be embedded in the work of other trades in sufficient time to permit their timely installation. Provide proper setting drawings, templates, and directions for installation.
B. Store materials above ground on platforms, skids, or other supports. Store all fasteners and welding electrodes in a weathertight and dry location until ready for use. Store packaged materials in their original labeled containers.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL
A. Standard Structural Steel Shapes, Bars and Plates: ASTM A36.
B. Architectural and Miscellaneous Steel Items: ASTM A283, Grade A.
C. Bolts and Nuts: ASTM A307, Grade A.
D. Plain Washers: ASTM F844.
E. Beveled Washers: ANSI B18.23.1.
F. Anchorages to Concrete:
   1. Hilti Kwik-bolt with minimum size 1/2-inch-diameter, 3-inch minimum embedment.
   2. Provide a satisfactory evaluation report by ICC.
   3. Do not load the anchorage in excess of half the ICC values without inspection by Engineer.
   5. Do not use for loads in tension or withdrawal or for loads subject to vibration.
G. Non-Shrink Grout: See ASTM C1107, with no shrinkage as measured by ASTM C827. Furnish a pre-mixed product consisting of properly proportioned amounts of non-metallic dimensionally stable material to which water is added.
2.02 GALVANIZING
A. Hot-dip galvanize all exterior ferrous metal work and all noted interior ferrous metal work.

2.03 GALVANIZING REPAIR

2.04 FABRICATIONS
A. Metal Ladders:
   1. Steel ladder with polypropylene coating conforming to ASTM D-4101.
   2. Rails: 2-½-inch x 3/8-inch flat bar drilled or punched for insertion of rungs.
   3. Provide Mcbac surfaces solid steel rungs by IKG Borden or equal.
   4. Rungs: 1-inch-diameter solid bar inserted into holes drilled in rails and welded on the outside. Space rungs equal distance apart.
   5. Provide brackets, welded to rails, spaced 8 feet on centers maximum for attachment to concrete or masonry with two ¾-inch-diameter drilled anchor bolts at each connection.
   6. Provide a retractable ladder extension where ladder does not extend above the highest surface served: Bilco “Ladder Up,” equivalent by Saf-T-Climb; or equal.

2.05 ATTACHMENTS
A. Metal Anchors: Provide metal anchors and fasteners required to secure all frames and other items rigidly in place.
B. Anchor Bolts and Anchorages to Concrete: Full diameter hot-dip galvanized steel.

PART 3 - EXECUTION

3.01 ERECTION TOLERANCES
A. Conform to straight plumb and horizontal lines which also form a true flat plane to within 1/8-inch in 2 feet and ¼-inch in 10 feet and 1/2 maximum overall.

3.02 INSTALLATION GENERAL
A. Fabricate and pre-fit metal work in the shop, in transportable components ready for field erection.
B. Make proper allowance for expansion and contraction of the metals and of the materials to which they are fastened.
C. Where metal is fastened to concrete, make the connection by means of sleeves and fastenings embedded in concrete or by expansion shield anchor bolts or wedge anchor bolts. Wood plugs, plastic plugs or powder driven studs are not acceptable.
D. Construct steel work in accordance with AISC Standard practices to withstand the forces normally applied and in compliance with IBC and OSHA requirements.
E. Grind welds smooth on all metal work exposed to view. Provide work that has:
   1. Surfaces that are flat, straight, square, plumb and level.
2. Smooth curves, free of flat spots, and of uniform radius or, if intended to be of changing radius, follow a flowing fair curve.
3. Make transitions between curved and straight portions of work at tangent points to achieve smooth and free flowing lines and surfaces without flat spots or abrupt changes in direction.

F. Provide 1/8-inch radius corners and edges on all exposed work.
G. Perform all welding in accordance with AWS Code D1.1. Employ methods and techniques to achieve strength and good appearance.
H. Field Assembly: Set members to lines and elevations indicated. Align and adjust members before making permanent connections.
I. Galvanized Metal Repair: Repair damaged galvanized metal by the heated substrate method as specified in 2.03.
J. Touch-up Painting (Ferrous Metals): After field assembly, clean all bare metal and all abrasions to shop coat, and spot paint with same primer used in the shop.

3.03 STEEL LADDERS
A. Install ladders with galvanized steel post installed anchor bolts in the lid and floor of the vault.
B. Locate first rung same distance above surface below it as space between other rungs.

3.04 REPAIRS
A. Repair or replace all defective work including:
   1. Unsightly welds.
   2. Discontinuous welds.
   3. Uneven connections.
   4. Variations exceeding specified tolerances.
   5. Kinks, bends.
   6. Other defects affecting the quality, strength, utility, and appearance of the work.

3.05 CLEANING
A. Wash thoroughly using clean water and detergent.
B. Do not use acid solutions, steel wool or other abrasives.
C. Remove stubborn grease stains with mineral spirits.

END OF SECTION
PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Section 09 96 00 provides the requirements for: coating systems, surface preparation, coating application, and quality assurance/quality control relative to the equipment and structures listed in the Contract Drawings.

B. Unless specified elsewhere, or shown on the Contract Drawings, the following shall not be coated:
   1. Metal completely embedded in concrete (except aluminum).
   2. Piping buried in ground or encased in concrete.
   4. Rubber.
   5. Plastic pipe, including: polyvinyl chloride, polyethylene, and polypropylene piping.
   7. Bronze, brass.
   8. Factory fusion-bonded epoxy coated items.

C. The Contractor’s bid shall be based upon using the products specified. If the products specified are not available in formulations that meet applicable regulations for volatile organic compound (VOC) levels at time of application, the Contractor shall submit for review products of equivalent quality and function that comply with regulations in effect at that time. A reasonable difference in cost of material between the first named items specified and the products that are required to meet regulations that change after the bid date and are in effect at the time of application may be approved for payment by Change Order in accordance with the General Conditions.

1.02 DEFINITIONS

A. Anchor Pattern: Profile or texture of prepared surface(s).

B. American National Standards Institute (ANSI).

C. ASTM International (ASTM).

D. Bug Holes: Small cavities, usually not exceeding 15 mm in diameter, resulting from entrapment of air bubbles in the surface of formed concrete during placement and compaction.

E. Coating/Lining Thickness: The total thickness of primer, intermediate and/or finish coats.

F. Dewpoint: Temperature of a given air/water vapor mixture at which condensation starts.

G. Dry Film Thickness (DFT): Depth of cured film, usually expressed in mils (0.001-inch).

H. Drying Time: Time interval between application and curing of material.
I. Dry to Recoit: Time interval between application of material and ability to receive next coat.

J. Dry to Touch: Time interval between application of material and ability to touch lightly without damage.

K. Feather Edging: Reducing the thickness of the edge of paint.

L. Feathering: Operation of tapering off the edge of a point with a comparatively dry brush.

M. Field Coat: The application or the completion of application of the coating system after installation of the surface at the site of the work.

N. Hold Point: A defined point, specified in Section 09 96 00, at which work shall be halted for inspection.

O. Holiday: A discontinuity, skip, or void in coating or coating system film that exposes the underlying substrate.

P. Honeycomb: Segregated condition of hardened concrete due to non-consolidation.

Q. ICRI: International Concrete Repair Institute.

R. Incompatibility: Inability of a coating to perform well over another coating because of bleeding, poor bonding, or lifting of old coating; inability of a coating to perform well on a substrate.

S. Laitance: A layer of weak, non-durable concrete containing cement fine that is brought to the surface through bleed water as a result of concrete finishing/over-finishing.

T. Mil: 0.001-inch.


V. Overspray: Dry spray, particularly such paint that failed to strike the intended surface.

W. Owner: The awarding authority or entity that manages/operates the facility where the specified work will be performed. For the purposes of Section 09 96 00, the term "Owner" may also refer to designated representatives such as the Design Engineer, the Construction Manager, or an Independent Consultant.

X. Pinhole: A small diameter discontinuity in a coating or coating system film that is typically created by outgassing of air from a void in a concrete substrate resulting in exposure of the substrate or a void between coats.

Y. Pot Life: Time interval after mixing of components during which the coating can be satisfactorily applied.

Z. Resurfacer/Resurfacing Material: A layer of cementitious and/or resin-sed material used to fill or otherwise restore surface continuity to worn or damaged concrete surfaces.

AA. Shelf Life: Maximum storage time for which a material may be stored without losing its usefulness.

BB. Shop Coat: One or more coats applied in a shop or plant prior to shipment to the site of the work, where the field or finishing coat is applied.
CC. Spreading Rate: Surface area covered by a unit volume of paint at a specific film thickness.

DD. The Society for Protective Coatings (SSPC).

EE. Stripe Coat: A separate coat of paint applied to all weld seams, pits, nuts/bolts/washers, and edges by brush. This coat shall not be applied until any previous coat(s) have cured and, once applied, shall be allowed to cure prior to the application of the subsequent coat(s).

FF. Surface Saturated Dry (SSD): Refers to concrete surface condition where the surface is saturated (damp) without the presence of standing water.

GG. Tie Coat: An intermediate coat used to bond different types of coatings. Coatings used to improve the adhesion of a succeeding coat.

HH. Touch-Up Painting: The application of paint on areas of painted surfaces to repair marks, scratches, and areas where the coating has deteriorated to restore the coating film to an unbroken condition.

II. Technical Practice Committee (TPC).

JJ. VOC Content: The portion of the coating that is a compound of carbon, is photochemically reactive, and evaporates during drying or curing, expressed in grams per liter (g/l) or pounds per gallon (lb./gal).

KK. Immersion: Refers to a service condition in which the substrate is below the waterline or submerged in water or wastewater at least intermittently if not constantly.

LL. Weld Spatter: Beads of metal scattered near seam during welding.

MM. Wet Film Thickness (WFT): The primer or coating film’s thickness immediately following application. Wet film thickness is measured in mils or thousandths of an inch (0.001-inch) and is abbreviated WFT.

1.03 REFERENCES

A. Section 09 96 00 contains various guide documents, technology reports, and other industry standards relative to surface preparation, coating application, and testing methods. They are a part of Section 09 96 00 as specified and modified. Where a referenced document contains references to other standards, those documents are included as references under this section as if referenced directly. In the event of conflict between the requirements of this section and those of the listed documents, the requirements of Section 09 96 00 shall prevail.

B. Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids. If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued, or replaced.

C. Standards and References are included as Appendix A.
1.04 SUBMITTALS

A. Product information shall be submitted to Tacoma Water and the Engineer for review and approval.
1. Submit a list and description of all surfaces for which there is a question about what standard coating system to apply as part of the work covered by Section 09 96 00 through a Request for Information.
2. Submit a Complete Finish Schedule including the specified Finish Schedule included in 2.02 and any additional surfaces to be coated by products submitted under this Section 09 96 00. Denote the specific products and specific manufacturers for each item (structure, equipment, or substrate plus the manufacturer's brand name, product name, and designation number for each coat of each system to be used).
   a. If materials other than those listed are submitted, provide information to justify and define the proposed substitution. The Owner may further require the Contractor to furnish additional test results from an independent paint laboratory comparing the proposed substitution with one of the named products, at no additional cost to the Owner.
   b. Submit a color card or fan deck for each manufacturer and each coating product submitted.
3. Prior to ordering material, confirm the items included in the Complete Finish Schedule and submit the Complete Finish Schedule plus the Owner approved colors for each location.
4. Current printed recommendations and product data sheets for coatings/coating systems including:
   a. VOC data.
   b. Storage requirements.
   c. Surface preparation recommendations.
   d. Primer type, where required.
   e. Maximum dry and wet mil thickness per coat.
   f. Minimum and maximum curing time between coats, including atmospheric conditions for each.
   g. Curing time before submergence in liquid.
   h. Thinners/solvents for reduction and cleaning.
   i. Ventilation requirements.
   j. Minimum and maximum atmospheric application conditions.
   k. Allowable application methods.
   l. Maximum allowable moisture content (concrete substrates).
   m. Maximum shelf life.
5. Manufacturer’s Certification that the submitted coatings meet applicable Puget Sound Clean Air Agency regulations as to allowable VOC content for the place of application and use intended.
6. Qualifications for Quality Control personnel to be provided on site by the Contractor including, but not limited to, the inspector’s NACE and SSPC Certification numbers for the certifications requested in paragraph 1.05.E.2 of this Section 09 96 00.
7. Material Safety Data Sheets (MSDS) for all materials to be delivered to the job site, including coating system materials, solvents, and abrasive blast media.
8. A minimum of five project references, including current contact name, address, and telephone number where the Contractor has successfully performed similar coating work within the past 5 years.
9. A minimum of five project references, including current contact name, address, and telephone number where the submitted materials have been successfully applied, in similar exposures, within the past 5 years. This submittal is only required if products not listed in Section 09 96 00 are submitted.

10. A letter from the selected and approved coating manufacturers for the project that verifies that the applicator meets the quality assurance requirements of paragraph 1.05.C of Section 09 96 00 including application personnel training requirements.

11. Information that defines the end date for field coating application for all equipment, machinery, and piping to ensure that the maximum recoat time for the shop applied primers will not be exceeded when field applied coatings are installed.

12. Provide written confirmation by the shop and field applied coating manufacturers that compatibility between the shop and field applied coatings has been checked and approved by those manufacturers.

1.05 QUALITY ASSURANCE

A. Environmental Regulatory Requirements:

1. All work, material, procedures, and practices under Section 09 96 00 shall conform to requirements of Puget Sound Clean Air. Prime or finish coat painting done in locations other than the project site shall be in accordance with air quality regulations in effect at the place the coating is applied. Products specified herein are, to the best of the Design Engineer’s knowledge, in compliance with the applicable VOC levels allowable at the date these Specifications were issued for bid.

2. Provide material meeting applicable regulations effective at the date of manufacture, or if not available, provide top of the line materials developed as replacements for specified materials and meeting applicable regulations as to VOC content.

3. If the Contractor applies coatings that have been modified or thinned other than as recommended or approved by manufacturer, the Contractor shall be responsible for any fines, costs, remedies, or legal actions that may result.

4. Surface preparation activities that result in the generation of airborne emissions shall be performed in accordance with applicable Federal, State, County, or Local regulations and ordinances. The Contractor shall be responsible for securing any and all licenses and permits required, at no additional cost to the Owner.

5. All debris (liquid or solid) generated from surface preparation or coating activities shall be disposed offsite in accordance with applicable Federal, State, County, or local regulations and ordinances. The Contractor shall be responsible for all required testing, licenses, permits, and fees, at no additional cost to the Owner.

B. Coating Manufacturer’s Qualifications:

1. All protective coatings furnished under Section 09 96 00 shall:

a. Be of a manufacturer who has been regularly engaged in the manufacture of protective coatings with a minimum of 10 years of successful experience.

b. Demonstrate to the satisfaction of the Engineer successful performance on comparable projects.
C. Coating Applicators Qualifications:
   1. The application company or entity must demonstrate with written references as required in 1.04 A. 5. and 6. a minimum of five (5) years of practical experience in the application of the specified coatings and the successful completion of a minimum of five (5) projects of similar size and complexity within the last five (5) years. This must be verified in writing by the selected coating system manufacturer.
   2. For the application company’s or entity’s personnel: Employ only those persons on the project trained in the application of the specified protective coatings. Written confirmation of this must be provided by the approved coating systems manufacturer.

D. Coatings Preconstruction Meeting:
   1. The Contractor shall attend a coatings preconstruction meeting or call prior to commencing any surface preparation or coating application work. Parties attending the meeting shall include the General Contractor, Tacoma Water, Coating Applicator, the Coating Applicator’s Q.C. lead person, and a representative of the Coating Manufacturer. The following items shall be reviewed and discussed at the meeting.
      a. Schedule
      b. Environmental requirements
      c. Surfaces to be coated and protection of surfaces not to be coated
      d. Colors
      e. Surface preparation
      f. Application
      g. Coating repair
      h. Field quality control
      i. Housekeeping
      j. Protection of coating systems
      k. Work activities/schedule
      l. Manufacturer’s ongoing technical assistance.

E. Contractor Quality Control Requirements:
   1. The Contractor is responsible for ensuring that the surface preparation and coating activities meet the requirements of this specification. Inspections by the Owner, or a representative of the coating manufacturer, will not relieve or limit the Contractor’s responsibilities.
   2. The specified quality control tasks shall be performed by an individual who has been properly trained and has a minimum of 5 years experience. The Contractor shall provide the Owner documentation indicating that the individual designated to perform quality control has received training similar to NACE CIP Level 3, SSPC PCI Level 2, and, has a minimum of 5 years field experience.
   3. Coatings application shall conform to requirements of this specification and the standards referenced in paragraph 1.03.B. Changes in the coating system installation requirements will be allowed only with the written authorization of the Owner before work commences.
   4. Contaminated, outdated, diluted materials, and/or materials from previously opened containers shall not be used.
   5. For repairs, the Contractor shall provide the same products, or products recommended by the coating manufacturer, as used for the original coating.
   6. The Contractor shall provide ventilation, ingress and egress, and other means necessary for the Owners’ personnel to safely access the work areas.
7. The Contractor shall conduct the work so that the coating system is installed as specified and shall inspect the work continually to ensure that the coating system is installed as specified. Coating system work that does not conform to the Specifications or is otherwise not acceptable shall be corrected in accordance with the coating manufacturer’s written procedures.

8. The Contractor shall prepare and submit coating work daily reports for each day while on site. The coating work daily reports shall be submitted to the Owner. The coating work daily reports shall include the following:
   a. Number of coating applicator employees on site.
   b. Start and finish time of work shift.
   c. Climatic conditions at 4-hour intervals (i.e., partly cloudy, air temperature 78°F, relative humidity 63%, dew point 68°F, and WNW wind @ 4 mph).
   d. Major equipment on site regardless of utilization (i.e., trailers, air compressors, generators, spray pumps, and pressure washers).
   e. Inventory of coatings, solvents and abrasive media stored on site including information relative to deliveries received each day.
   f. Summary of work performed to include:
      1) Substrates/structures prepared (size, quantity, and location).
      2) Surface preparation methods including materials consumed and equipment utilized.
      3) Substrates/structures coated (size, quantity, and location).
      4) Mixing method and time mixed (coating materials).
      5) Induction time, pot life, and application start time.
      6) Coating application methods including equipment utilized.
      7) Application finish time.
      8) Coating materials consumed [sequencing, product name, batch number(s) and manufacture date].
      9) Problems encountered (i.e., equipment malfunctions or disruption/interference by other trades).
      10) Accidents or near misses.
      11) Quality control testing results indicated in Appendix A.

9. Mandatory quality control testing results indicated in Appendix A.

10. Acceptance criteria for each Quality Control test shall be as indicated on the Coating Detail Sheets, the manufacturer’s published data, or elsewhere in this specification, whichever is more stringent.

F. Mandatory Hold Point Inspections:

1. Hold Point Inspections shall be performed in the Owner’s presence. The Contractor shall provide the Owner a minimum two (2) hours notice prior to performing a Hold Point Inspection.

2. Hold Point Inspections shall be performed as follows for each structure, equipment, substrate to receive coating application:
   a. Prior to surface preparation to determine if the environmental or site conditions would be detrimental to surface preparation/coating application, and if the substrate is void of detrimental defects/contamination.
   b. Upon completion of the specified surface preparation (concrete and non-ferrous substrates) or upon completion of the first full production day of surface preparation (ferrous substrates), ensure that the specified level of cleanliness and surface profile have been achieved.
c. Upon completion of each coating system component to: ensure that no visual coating defects such as runs, sags, voids, holidays, and embedment of foreign matter are present, and ensure that the specified dry film thickness has been achieved.

d. Upon final cure of the complete coating system to: identify visual coating defects, measure coating system dry film thickness, perform cure evaluation testing, perform holiday detection testing, and perform adhesion testing. Due to the nature and complexity of the specific testing requirements, this Hold Point may encompass between several hours to several days.

e. Upon completion of remedial repairs (final inspection), should the coating defects be identified at the final cure Hold Point Inspection, all previously stated Hold Points will be applicable during the coating repair process after which a final inspection will be performed. Retesting will be required for the repaired areas at no additional cost to the Owner.

3. The Contractor shall indicate the execution and nature of each Hold Point Inspection in the daily report.

4. The Owner will acknowledge participation at each individual Hold Point on a Contractor prepared document appended to the daily report. The document must include a section wherein the Owner may indicate exceptions or qualifications. It shall be the Contractor’s responsibility to ensure that the Hold Point Inspection is acknowledged by the Owner.

5. Failure to comply with any or all of the Hold Point Inspection requirements may result in the rejection of all subsequent work.

6. Hold Point Inspections may only be waived by written authorization from the Owner.

1.06 ILLUMINATION

A. Provide the following minimum illumination during all phases of work:
   1. General work area: 25-Foot Candles.
   2. Surface preparation and coating application: 30-Foot Candles.
   3. Inspection: 50-Foot Candles.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver all coating materials in unopened containers with manufacturer’s label, which must include name, batch number, manufacturer date, shelf life, and VOC content.

B. Store in an assigned area onsite with concurrence from the coating manufacturers. Maintain storage area clean and fire safe. Dispose of used rags, thinner and buckets daily. Store solvents in closed approved storage containers.

1.08 WARNINGS

A. Be advised that application of paint, epoxy, and protective coating materials may be hazardous. Take all necessary precautions to ensure the safety of workers and property.

B. Be advised that as a part of this work abrasive blasting is required. This may require the use of special equipment. Become familiar with the existing site conditions and take all steps necessary to protect adjacent facilities and personnel, at no additional cost to the Owner.
In addition, abrasive blasting and painting is called for in, on or around mechanical equipment, which may be damaged by grit, dust, or painting overspray. Mask, wrap, enclose, and provide all protection required to safeguard this equipment at no additional cost to the Owner.

C. Perform abrasive blasting activities in a manner that will not cause nuisance to the adjacent public and private property and equipment.

PART 2 - PRODUCTS

2.01 MATERIALS

A. The Coating Detail Sheets in Appendix B refer to specific manufacturers and have been provided as levels of quality as well as jurisdictional VOC compliance for the specified substrate and exposure conditions. Although not stated on the Coating Detail Sheets, the term "or approved equal" is applicable.

B. Coatings used in each coating system shall be the products of a single coating manufacturer. Mixed manufacturer coating systems are prohibited.

C. Alternate coating systems submitted for consideration must be of the same generic type as those specified.

D. Coatings shall not contain heavy metals that exceed the regulated levels of the jurisdiction in which the coatings will be applied.

E. Colors are to be factory mixed, using light-fast colorants proportioned by accurate measurement into proper type base.

2.02 COATING SYSTEMS

A. System Designations and Related Requirements:

1. The following table provides a general list of the coating systems by both substrate and exposure conditions. Additional information regarding surface preparation, application, dry film thicknesses, and approved products by manufacturer is provided on the Coating Detail Sheets in Appendix B.

2. It shall be the Contractor’s responsibility to ensure that there is chemical compatibility between all shop applied primers or coatings on all piping and equipment provided for the project and any field applied coatings. Compatibility shall mean that there is no chemical reactivity or physical property of the shop or field applied coatings which will cause or promote intercoat adhesion problems or proper cure problems for the shop or field applied coatings on equipment or piping. The Contractor shall provide written confirmation by the shop and field applied coating manufacturers that compatibility has been checked and approved by those manufacturers. The rework to correct any compatibility problem between shop and field applied coatings shall be solely the responsibility of the Contractor at no additional cost to the Owner.

<table>
<thead>
<tr>
<th>System Identification</th>
<th>Substrate</th>
<th>Exposure</th>
</tr>
</thead>
<tbody>
<tr>
<td>System No. 9: Epoxy Mastic or Equal</td>
<td>Metal</td>
<td>Interior</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Corrosive</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Minimal Surface Preparation</td>
</tr>
</tbody>
</table>
B. Coating System Detail Sheets:
   1. Coating System Detail Sheets (CDS) are included in Appendix B.

C. Finish Schedule:
   1. The Finish Schedule identifies major structures, equipment, and substrates to be coated in accordance with Section 09 96 00. The Finish Schedule is not intended to be a complete listing of all surfaces to be coated and other requirements may be identified elsewhere in the Specifications or on the Drawings. There may be additional surfaces for the project that require coating application which may not be listed in the Finish Schedule, and the Contractor shall be responsible for coating those surfaces in accordance with the requirements of Section 09 96 00. The Contractor shall be responsible to identify any surfaces for which there is a question about what standard coating system to apply. Address any questions in writing in accordance with paragraph 1.04.A.2 of Section 09 96 00. The Finish Schedule designates the coating system to be applied. Specific information relative to number of coats and film thicknesses is indicated on the Coating Detail Sheets found in Appendix B.

<table>
<thead>
<tr>
<th>Structure Substrate</th>
<th>Coating System</th>
<th>Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exposed Ferrous Metal Piping-Vault Interior</td>
<td>Ferrous metal</td>
<td>No. 9</td>
</tr>
</tbody>
</table>

2. Colors shall be selected by the Owner.

3. Refer to contract drawings and Owner concerning extent of coating work.

PART 3 - EXECUTION

3.01 COATINGS

A. General:
   1. Coating application shall not proceed until the Owner has received the VOC certifications specified in paragraph 1.04.A.4, the Owner has inspected the materials, and the coating manufacturer has trained the Contractor in the surface preparation, mixing and application of each coating system.

B. Shop and Field Coats:
   1. Shop applied prime coat: Except as otherwise specified, prime coats may be shop-applied or field-applied. Shop-applied primer shall be compatible with the specified coating system and shall be applied at the minimum dry film thickness recommended by the coating manufacturer. Product data sheets identifying the shop primer used shall be provided to the on-site coating application personnel. Adhesion tests shall be performed on the shop primer as specified in 3.01.B.3. Damaged, deteriorated, and poorly applied shop coatings that do not meet the requirements of Section 09 96 00 shall be removed and the surfaces recoated. If the shop prime coat meets the requirements of this Section, the field coating may consist of touching up the shop prime coat and then applying the finish coats to achieve the specified film thickness and continuity.

2. Field Coats: Field coats shall consist of one or more prime coats and one or more finish coats to build up the coating to the specified dry film thickness. Unless otherwise specified, finish coats shall not be applied until other work in the area is complete and until previous coats have been inspected.
3. **Adhesion Confirmation**: The Contractor shall perform an adhesion test after proper cure in accordance with ASTM D3359 to demonstrate that: (1) the shop applied prime coat adheres to the substrate; and (2) the specified field coatings adhere to the shop coat. Test results showing an adhesion rating of 5A on immersed surfaces and 4A or better on other surfaces shall be considered acceptable for coatings 5 mils or more in thickness (Method A). Test results showing an adhesion rating of 5B on immersed surfaces and 4B or better on other surfaces shall be considered acceptable for coating thicknesses less than 5 mils.

C. **Application Location Requirements**:
1. **Equipment, Non-immersed**: Items of equipment, or parts of equipment which are not immersed in service, shall be shop primed and then finish coated in the field after installation with the specified or acceptable color. If the shop primer requires top coating within a specified period of time, the equipment shall be finish coated in the shop and then touch-up painted after installation. If equipment removal and reinstallation is required for the project, touch-up coating work shall be performed in the field following installation.

### 3.02 PREPARATION

**A. General**:
1. Surface preparations for each type of surface shall be in accordance with the specific requirements of each Coating System Detail Sheet (CDS) and the manufacturer’s requirements. In the event of a conflict, the more stringent requirement shall take precedence.
2. Surfaces to be coated shall be clean and dry. Before applying coating or surface treatments, oil, grease, dirt, rust, loose mill scale, old weathered coatings, and other foreign substances shall be removed. Oil and grease shall be removed before mechanical cleaning is started.
3. Cleaning and coating shall be scheduled so that dust and spray from the cleaning process shall not fall on wet, newly coated surfaces. Hardware, hardware accessories, nameplates, data tags, machined surfaces, and similar uncoated items which are in contact with coated surfaces shall be removed or masked prior to surface preparation and painting operations. Following completion of coating, removed items shall be reinstalled.
4. **Containment**: The Contractor shall maintain protective measures required to ensure that surface preparation debris, including dust, is contained within the immediate work area. All costs associated with containment shall be paid by the Contractor.
5. **Dust and Contaminants**: Protect substrate from excessive dust and airborne contaminants during coating application and curing.

**B. Solvent Cleaning**:
1. Any solvent wash, solvent wipe, or cleaner used, including but not limited to those used for surface preparation in accordance with SSPC SP-1 Solvent Cleaning shall be of the emulsifying type which emits no more than 340 g/l VOCs for AIM regions, 250 g/l for CARB regions and 100 g/l for SCAQMD regions, contains no phosphates, is biodegradable, removes no zinc, and is compatible with the specified primer.
2. Clean white cloths and clean fluids shall be used in solvent cleaning.
C. Ferrous Metal Substrates:
   1. Ferrous surfaces shall be prepared in accordance with applicable surface preparation specifications of SSPC/NACE specified for each coating system. Specific surface preparation requirements are stated on the CDS. The profile depth of the surface to be coated shall be in accordance with the CDS requirements and shall be measured by Method C of ASTM D4417. The solvent in solvent cleaning operations shall be as recommended by the coating manufacturer.
   2. Preparation of ferrous metal surfaces shall be based upon comparison with SSPC-VIS1, and as described in the CDS for each coating system.

3.03 APPLICATION

A. Workmanship:
   1. Coated surfaces shall be free from excessive runs, sags, drips, ridges, waves, laps, and brush marks. Coats shall be applied to produce an even film of uniform thickness completely coating corners and crevices. Minor and infrequent runs and sags which are within the total specified D.F.T. plus a few mils (no more than 10% more mils than the specified total D.F.T.) will be acceptable. However, frequent runs or sags which exceed these limits or otherwise will be detrimental to coating system performance shall not be accepted.
   2. Each coating application be applied evenly and sharply cut to line. Care shall be exercised to avoid spattering paint on surfaces not to be coated. Adjacent areas and installations shall be protected by taping, drop cloths, or other suitable measures.
   3. Coating applications method shall be as recommended by the coating manufacturer.
   4. Allow each coat to cure or dry thoroughly, according to the coating manufacturer’s printed instructions, prior to recoating.
   5. Vary color for each successive coat for coating systems when possible.
   6. When coating complex steel shapes, prior to overall coating system application, stripe coat welds, edges of structural steel shapes, metal cut-outs, pits in steel surfaces, or rough surfaces with the prime coat. This involves applying a separate coat using brushes or rollers to ensure proper coverage. Stripe coat via spray application is not permitted.

B. Coating Properties – Mixing and Thinning:
   1. Coatings, when applied, shall provide a satisfactory film and smooth even surface. Glossy undercoats shall be lightly sanded to provide a surface suitable for the proper application and adhesion of subsequent coats. Coating materials shall be thoroughly stirred, strained, and kept at a uniform consistency during application. Coatings consisting of two or more components shall be mixed in accordance with the coating manufacturer’s instructions. Where necessary to suit the conditions of the surface, temperature, weather and method of application, the coating may be thinned as recommended by the coating manufacturer immediately prior to use. The VOC of the coating as applied shall comply with prevailing air pollution control regulations. Unless otherwise specified, coatings shall not be reduced more than necessary to obtain the proper application characteristics. Thinner shall be as recommended by the coating manufacturer.
   2. Mixing of partial “kits” is strictly prohibited unless authorized in writing by the coating manufacturer and the Owner.
This prohibition also applies to coatings mixed for touchup or repairs. If authorized to mix partial kits, the Contractor shall utilize containers with appropriate graduated markings/calibrated weight scales.

C. Environmental Conditions:
1. Provide adequate heat, ventilation, and dehumidification to ensure that the coating manufacturer’s environmental requirements are met.
2. Provide sufficient and continuous ventilation and air movement across coated substrates to remove volatile constituents (solvent) throughout the manufacturer’s published curing period.
3. Air and surface temperatures: Prepare surfaces, apply and cure coatings within air and surface temperature range recommended by coating manufacturer.
4. Relative humidity: Prepare surfaces, apply and cure coatings within relative humidity range in accordance with coating manufacturer’s instructions.
5. Dew Point: Do not apply coatings unless the temperature of the dew point is 5°F or greater than the temperature of the substrate.

D. Protection of Coated Surfaces:
1. Items which have been coated shall not be handled, worked on, or otherwise disturbed, until the coating is completely dry and hard. After delivery at the site, and upon permanent installation, shop-coated metalwork shall be recoated or retouched with specified coating when it is necessary to maintain the integrity of the film.

E. Film Thickness and Continuity:
1. WFT of the first coat of the coating system and subsequent coats shall be verified by the Contractor, during application of each coat.
2. Coatings shall be applied to the minimum dry film thickness specified as indicated on the CDS. Dry film thickness shall be determined using the appropriate industry standard for the substrate (SSPC-PA 2, SSPC-PA 9, or ASTM D1400). Coatings determined to be above the maximum dry film thickness as indicated on the CDS or the coating manufacturer’s product data sheet, will be removed at the Owner’s discretion.
3. In testing for continuity of coating about welds, projections (such as bolts and nuts), and crevices, the Owner shall determine the minimum conductivity for smooth areas of like coating where the dry mil thickness has been accepted. This conductivity shall be the minimum required for these rough or irregular areas. Pinholes and holidays shall be recoated to the required coverage.
4. The ability to obtain specified film thickness is generally compromised when brush or roller application methods are used and, therefore, more coats may be needed to be applied to achieve the specified dry film thickness.

3.04 INSPECTION AND TESTING BY AN INDEPENDENT THIRD PARTY

A. The Owner reserves the right to engage the services of an independent third party to provide quality control inspection. Third party inspection is in addition to any inspection required to be performed by the Contractor and does not limit the Contractor’s responsibility for quality workmanship or quality control as specified.

B. Third party inspection will be performed in a manner which limits interference / inhibits the Contractor’s operations. Whenever feasible, the third party inspections will be performed concurrently with the Contractor’s required inspections.
C. Testing Discrepancies: In the event that discrepancies occur relative to test methods or test results, the findings of the Independent Third Party shall be final. The Contractor shall not be entitled to additional monies for rework/additional work necessary to satisfy the requirements of the specification as a result of the Independent Third Parties findings.

3.05 FINAL INSPECTION
A. Contractor shall conduct a final inspection to determine whether coating system work meets the requirements of the Specifications.
B. The Owner will subsequently conduct a final inspection with the Contractor to determine the work is in conformance with requirements of the contract documents.
C. Any rework required shall be marked. Such areas shall be re-cleaned and repaired as specified at no additional cost to the Owner.

3.06 CLEANUP
A. Upon completion of the work, the Contractor shall remove and dispose of surplus materials, protective coverings, and accumulated rubbish.
B. All surfaces shall be thoroughly cleaned and any damage resulting from surface preparation or coating application shall be repaired.

END OF SECTION
SECTION 09 96 00

APPENDIX A
STANDARDS AND REFERENCES AND MANDATORY QUALITY CONTROL TESTING

I. STANDARDS AND REFERENCES

A. American National Standards Institute (ANSI):
   1. ANSI/NSF 61 Drinking Water System Components

B. ASTM International (ASTM):
   1. ASTM D16-11a Standard Terminology for Paint, Related Coatings, Materials and Applications
   2. ASTM D3960 Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings
   3. ASTM D4262 Standard Test Method for pH of Chemically Cleaned or Etched Concrete Surfaces
   4. ASTM D4263 Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method
   5. ASTM D4414 Standard Practice for Measurement of Wet Film Thickness by Notch Gages
   6. ASTM D4417 Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
   8. ASTM D4787 Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates
   9. ASTM D5162 Standard Practice for Discontinuity (Holiday) Testing of Nonconductive Protective Coating on Metallic Substrates
  12. ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride

C. Federal:
   1. FS 595b: Federal Standard Colors

D. International Concrete Repair Institute (ICRI):
   1. ICRI 310.2 Guideline for Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays

E. National Association of Corrosion Engineers International (NACE):
   1. NACE Standard SP0188 Standard Recommended Practice – Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates
   2. NACE Standard RP0288 Standard Recommended Practice, Inspection of Linings on Steel and Concrete
   3. NACE Standard SP0892 Standard Recommended Practice, Linings Over Concrete in Immersion Service
   4. NACE Publication TPC2 Coatings and Linings for Immersion Service
F. National Association of Pipe Fabricators (NAPF):
   1. NAPF 500-03  Surface Preparation Standard for Ductile Iron Pipe and Fittings in Exposed Locations Receiving Special External Coatings and/or Special Internal Linings

G. Occupational Safety and Health Administration (OSHA):
   1. OSHA Title 29, Part 1926  Safety and Health Standards for Construction

H. Society for Protective Coatings (SSPC) (1):
   1. SSPC-PA COM  Paint Application Specifications and Guides (Commentary)
   2. SSPC-AB 1  Mineral and Slag Abrasives
   3. SSPC-PA 1  Shop, Field, and Maintenance Painting of Steel
   4. SSPC-PA 2, Level 3  Measurement of Dry Coating Thickness with Magnetic Gages
   5. SSPC-PA 9  Measurement of Dry Coating Thickness on Cementitious Substrates Using Ultrasonic Gages
   7. SSPC Technology Guide 7  Guide to the Disposal of Lead-Contaminated Surface Preparation Debris
   8. SSPC-PA Guide 10  A Guide to Safety and Health Requirements for Industrial Painting Projects
   9. SSPC-PA Guide 11  Protecting Edges, Crevices, and Irregular Steel Surfaces by Stripe Coating
   10. SSPC Technology Guide 12  Guide for Illumination of Industrial Painting Projects
   11. SSPC-PA Guide 15  Field Methods for Retrieval and Analysis of Soluble Salts on Steel and other Non Porous Substrates
   12. SSPC-PA Guide 17  Procedure for Determining Conformance to Steel Profile/Surface Roughness/Peak Count Requirements
   13. SSPC-PA Guide 19  Guide to Selecting Coatings for Use Over Galvanized Steel Substrates
   14. SSPC SP1  Solvent Cleaning
   15. SSPC SP2  Hand Tool Cleaning
   16. SSPC SP3  Power Tool Cleaning
   17. SSPC SP5  White Metal Blast Cleaning
   18. SSPC SP6  Commercial Blast Cleaning
   19. SSPC SP7  Brush-Off Blast Cleaning
   20. SSPC SP10  Near-White Blast Cleaning
   21. SSPC SP11  Power Tool Cleaning to Bare Metal
   22. SSPC SP 13  Surface Preparation of Concrete
   23. SSPC SP 14  Industrial Blast Cleaning
   24. SSPC SP 15  Commercial Grade Power Tool Cleaning
   25. SSPC SP 16  Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals
   26. SSPC-TR 2/NACE 6G198  Wet Abrasive Blast Cleaning
<table>
<thead>
<tr>
<th></th>
<th>Standard Reference</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>27.</td>
<td>SSPC-TR3/NACE 6A192</td>
<td>Dehumidification and Temperature Control During Surface Preparation, Application, and Curing for Coatings/Linings of Steel Tanks, Vessels, and Other Enclosed Spaces</td>
</tr>
<tr>
<td>28.</td>
<td>SSPC-TU-3</td>
<td>Overcoating</td>
</tr>
<tr>
<td>29.</td>
<td>SSPC-VIS 1</td>
<td>Visual Standard for Abrasive Blast Cleaned Steel</td>
</tr>
<tr>
<td>30.</td>
<td>SSPC-VIS 3</td>
<td>Visual Standard for Power and Hand – Tool Cleaned Steel</td>
</tr>
<tr>
<td>31.</td>
<td>SSPC-VIS 4</td>
<td>Visual Standards (Waterjetting)</td>
</tr>
<tr>
<td>32.</td>
<td>SSPC-VIS 5</td>
<td>Visual Standards (Wet Abrasive Blast Cleaning)</td>
</tr>
<tr>
<td>33.</td>
<td>SSPC-WJ 1,2,3,4</td>
<td>Water Jetting Surface preparation Standards</td>
</tr>
</tbody>
</table>
## II. MANDATORY QUALITY CONTROL TESTS

<table>
<thead>
<tr>
<th>Test Requirement</th>
<th>Reference Standard</th>
<th>Interval / Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measure and Record Ambient and Surface Temperatures</td>
<td>N/A</td>
<td>During coating application and initial cure. Every 3 hours.</td>
</tr>
<tr>
<td>Measure and Record Relative Humidity and Dew Point</td>
<td>ASTM D 337</td>
<td>During coating application and initial cure. Every 3 hours.</td>
</tr>
<tr>
<td>Determining Level of Cleanliness (substrate condition after the specified surface preparation has been completed)</td>
<td>SSPC – VIS 1, SSPC – VIS 3, SSPC - VIS 4/NACE VIS 7, SSPC - VIS 5/NACE VIS 9, SSPC - SP 1, SSPC - SP 2, SSPC - SP 3, SSPC - SP 5/NACE No. 1, SSPC - SP 6/NACE No. 3, SSPC - SP 7/NACE No. 4, SSPC - SP 10/NACE No. 2, SSPC - SP 11, SSPC - SP 13/NACE No 6, SSPC - SP 14/NACE No.8, SSPC - SP 15, SSPC - SP 16, SSPC – WJ 1,2,3,4</td>
<td>Each day surface preparation is performed immediately prior to coating application.</td>
</tr>
<tr>
<td>Surface pH (concrete or metal)</td>
<td>ASTM D 4262 (use 6.1 and 6.2 for metal)</td>
<td>Each day coating application is performed; immediately prior to coating application.</td>
</tr>
<tr>
<td>Measurement of Surface Profile (metal substrates)</td>
<td>ASTM D 4417</td>
<td>Each day surface preparation is performed. Upon completion of shift or task.</td>
</tr>
<tr>
<td>Measure and Record Material Temperatures (all components)</td>
<td>N/A</td>
<td>Each day coating application is performed. Immediately prior to coating application.</td>
</tr>
<tr>
<td>Wet Film Thickness</td>
<td>ASTM D 4414</td>
<td>Each day coating application is performed. Hourly during coating application.</td>
</tr>
<tr>
<td>Dry Film Thickness (ferrous metal/magnetic substrates)</td>
<td>SSPC-PA 2</td>
<td>After coating has properly cured. After each layer (component) of the specified coating system.</td>
</tr>
<tr>
<td>Holiday Detection (conductive substrates)</td>
<td>NACE SPO 188</td>
<td>After coating system has properly cured. Once on entire surface and as necessary over repaired areas to verify effectiveness of the repair(s).</td>
</tr>
<tr>
<td>Test Requirement</td>
<td>Reference Standard</td>
<td>Interval / Frequency</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>--------------------</td>
<td>--------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Holiday Detection (metal substrates)</td>
<td>ASTM D 5162</td>
<td>After coating system has properly cured. Once on entire surface and as necessary over repaired areas to verify effectiveness of the repair(s).</td>
</tr>
<tr>
<td>Adhesion Testing (metal substrates)</td>
<td>ASTM D 4541</td>
<td>After coating system has properly cured. Number of tests proportionate to surface area.</td>
</tr>
</tbody>
</table>
SECTION 09 96 00

APPENDIX B – COATING DETAIL SHEETS
HIGH PERFORMANCE COATINGS
Coating Detail Sheet: System No. 9

Coating Material: Epoxy mastic or equal.
Surface: Ferrous Metal
Service Condition: Interior, corrosive environment, confined enclosures, where minimal surface preparation is possible.

Surface Preparation:
Ferrous Metal:
All uncoated ferrous metal surfaces shall be prepared in accordance with SSPC SP-3 (Power Tool Cleaning), or SSPC SP-11 (Power Tool Cleaning to Bare Metal) prior to assembly. Surface preparation to achieve a uniform surface profile of 2.0 to 2.5 mils. Shop primed ferrous metal surfaces and fabricated assemblies shall be clean and dry prior to the application of field coats. Following assembly, the Contractor shall smooth welds and prominences using power tools prior to the application of the field applied coatings.

Application:
Field
General:
Prior to the application of field applied coatings, welds, back-to-back angles, sharp or rough edges and weld splatter shall be brushed with the specified prime coat and allowed to cure overnight.

System Thickness: 15 mils dry film.

Coatings:
Prime:
One coat at the coating manufacturer’s recommended dry film thickness.

Finish:
One or more coats at the coating manufacturer’s recommended dry film thickness per coat to the specified system thickness.

Approved Manufacturers:

1. All of U.S. except California:

<table>
<thead>
<tr>
<th>System Manufacturer</th>
<th>First / Prime Coat(s)</th>
<th>Finish Coat(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carboline</td>
<td>Carbomastic 15</td>
<td>Carbomastic 15</td>
</tr>
<tr>
<td>International</td>
<td>Bar-Rust 231 (231K9100)</td>
<td>Bar-Rust 231 (231K9100)</td>
</tr>
<tr>
<td>Sherwin Williams</td>
<td>Epoxy Mastic Aluminum II</td>
<td>Epoxy Mastic Aluminum II</td>
</tr>
<tr>
<td>Tnemec</td>
<td>Series 135 (1243)</td>
<td>Series 135 (1243)</td>
</tr>
</tbody>
</table>

END OF SYSTEM NO. 9
SECTION 31 00 00

EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Perform all excavation, shoring, dewatering, backfilling, compaction, and grading necessary or required for the construction of the work as covered by these Specifications and indicated on the Drawings. The excavation shall include, without classification, the removal and disposal of all materials of whatever nature encountered, including water and all other obstructions that would interfere with the proper construction and completion of the required work.

1.02 REFERENCES

A. ASTM International (ASTM).
   2. ASTM D448 - Standard Classification for Sizes of Aggregate for Road and Bridge Construction
   7. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
  11. ASTM D4253 - Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.

B. Agency Standards (Tacoma Water)

C. Local Standards (City of Federal Way)

D. Regional Standards (King County Standards)
1.03 DEFINITIONS

A. Site: Intersection of 42nd Ave SW and 328th St SW within the City of Federal Way, as shown on the Drawings.

B. Fill: Material used to fill holes, pits, or depressions necessary to bring the final grade up to the specified elevation or contours.

C. Subgrade: Zone of material that is improved to create a stable, suitable platform for subsequent layers.

D. Over excavation: Excavation beyond the limits shown in the Drawings.

E. Relative Compaction: In-place dry density divided by the maximum dry density laboratory compaction expressed as percentage.

1.04 SUBMITTALS

A. Product information shall be submitted to Tacoma Water and the Engineer for review and approval.

B. Submittals for Informational Purposes:
   1. Excavation Protection Plan (if applicable): Identify location, extent, and type of excavation protection. Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property. Identify haul routes, temporary storage, and disposal location.
   3. Dewatering Plan (if applicable): Describe methods for dewatering including power source, size of pumps, appurtenances, settlement monitoring program, and dewatering water disposal. Include any SWPPP and NPDES Permit information relevant to discharge of water from dewatering.
   4. Stormwater Pollution Protection Plan

C. Product Data:
   1. Gradation report(s) for import materials.
   2. Compaction Reports

1.05 QUALITY ASSURANCE

A. Source Quality Control: Contractor shall obtain all import materials from a WSDOT approved pit source.

B. Field Quality Control:
   1. The Engineer will:
      a. Review materials proposed for use.
      b. Observe excavation and advise the contractor should excavation beyond the limits shown in the Drawings be required.
      c. Observe placement and compaction of fill and review compaction reports.
      d. Review results of independent testing laboratory tests and request additional testing at the Engineer’s discretion.
If the testing shows results that are not fully acceptable, the Contractor will be required to perform the additional tests to demonstrate that Contractor has met the specification requirements.

2. The Contractor shall hire an independent soil testing laboratory approved by the Engineer to perform the following tasks:
   a. Test materials proposed for use and submit results to the Engineer. Imported materials shall have a Particle Size Analysis and Laboratory Compaction Test (as indicated below) performed for every 5,000 cubic yards of materials delivered.
   b. Test soils during placement of fill to verify conformance with material and compaction requirements defined herein.
   c. Be responsible for costs of additional inspection, rework, and re-testing resulting from non-compliance.

C. Testing Methods (Washington Projects):
   1. Testing shall conform to the requirements of the 2023 WSDOT Standard Specifications.
   2. Field testing procedures shall be a 2023 WSDOT Standard Operating Procedure or a Field Operating Procedure for an AASHTO, ASTM, or WAQTC test procedure. References to manuals containing all these tests and procedures can be found in the 2023 WSDOT Standard Specifications Section 1-06.2(1).

D. Contractor shall not excavate, construct embankments, or fill until all the required submittals have been reviewed and approved.

E. At the Owner’s discretion, Quality Assurance (QA) testing may be conducted by the Engineer, or a separate independent testing laboratory acceptable to the Engineer, to verify results obtained by the Contractor’s QC third party independent testing laboratory. The Contractor shall provide adequate clearance of areas for testing as recommended by the Engineer. QA testing will be paid for by the Owner. Areas where QA testing indicates results that do not meet the project specification requirements, shall be recompacted by the Contractor at no additional costs to the Owner and shall be retested by the Contractor’s QC testing laboratory to verify test results meet project specification requirements.

1.06 DELIVERY, STORAGE AND HANDLING

A. Scheduling of deliveries shall be coordinated with the Owner prior to material arriving onsite so as not to interrupt existing neighborhood residents.

B. Earthwork materials shall be stored in a location confirmed in writing by the Owner. Written approval from the Owner shall be provided if alternative storage locations are to be used.

C. Contractor shall protect stockpiled material so that it’s not contaminated, does not become saturated, and is identifiable.

1.07 ADDITIONAL SAFETY RESPONSIBILITIES

A. The Contractor shall select, install, and maintain shoring, sheeting, bracing, and/or sloping as necessary to maintain safe excavations.
The Contractor shall be responsible for ensuring such measures: (1) comply fully with 29 CFR Part 1926 OSHA Subpart P Excavations and Trenches requirements, (2) provide necessary support to the sides of excavations, (3) provide safe access to the Engineer's sampling and testing within the excavation, (4) provide safe access for backfill, compaction, and compaction testing, and (5) otherwise maintain excavations in a safe manner that shall not endanger property, life, health, or the project schedule. All earthwork shall be performed in strict accordance with applicable law, including local ordinances and applicable OSHA and WA-OSHA requirements.

B. The Contractor shall be responsible for the safety of his/her workers and shall comply with safety and health standards such as Safety Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), General Occupational Health Standard (Chapter 296-62 WAC), and any other appropriate safety and health codes.

PART 2 - PRODUCTS

2.01 MATERIALS

A. All import materials shall be naturally occurring materials, free of organic matter and other deleterious materials, and sourced from a WSDOT approved pit source.

B. Crushed Rock:
   1. Crushed Surfacing Top Course, 2023 WSDOT Standard Specifications 9-03.9(3).
   2. Crushed Surfacing Base Course, 2023 WSDOT Standard Specification 9-03.9(3).

C. Backfill Material:

D. Subgrade:
   1. Subgrade material may be native soil or imported soil and prepared to be non-yielding. If subgrade is unstable, wet, or soft and air-drying is not an option, Contractor shall coordinate with the Engineer for stabilization methods.

E. Water: The water used shall be reasonably free of objectionable quantities of silt, oil, organic matter, alkali, salts, and other impurities. Water quality must be acceptable to the Engineer.

PART 3 - EXECUTION

3.01 GENERAL CONSTRUCTION REQUIREMENTS

A. Metal Plate: Metal plate(s) shall be placed over the excavation during nights, weekends, and whenever the site is not being actively worked. Metal plate(s) shall be large enough to cover the width of the excavation and strong enough to allow vehicular (HS-20 rated loads) access and egress to 42nd Avenue Southwest.

B. Access: Free access must be maintained to all fire hydrants, water valves and meters, and private driveways.
C. Storage of Materials: Excavated materials unsuitable for backfill shall not be stored on existing streets and shall be disposed of immediately. Neatly place excavated materials far enough from the excavation to prevent stability problems. Keep the materials shaped to cause the least possible interference with neighborhood access and egress and drainage.

3.02 CONTROL OF WATER
A. All excavations shall be kept free from water and all construction shall be in the dry.
  1. Furnish, install, maintain, and operate all necessary pumping and other equipment for dewatering excavations, if necessary.

B. During rain events, the Contractor shall take necessary precautions to ensure safety of staff and the Work. Divert stormwater runoff away from the excavation. Direct precipitation within the excavation to a sump and pump it out.

C. The Contractor shall discharge dewatered water in accordance with 2023 WSDOT 8-01.3(1)C1.
   1. It is the Contractor's responsibility to obtain all necessary Storm Water Discharge Permits, if necessary.

3.03 EXISTING UTILITIES
A. General: The known existing buried utilities and pipelines are shown on the Drawings in their approximate location. The Contractor shall exercise care in avoiding damage to all utilities as he will be held responsible for their repair if damaged. There is no guarantee that all utilities or obstructions are shown, or that locations indicated are accurate. Utilities are piping, conduits, wire, cable, manholes, pull boxes, and the like, located at the project site.

B. Interferences:
   1. If interferences occur at locations other than shown on the Drawings, the Contractor shall notify the Engineer, and a method for correcting said interferences shall be supplied by the Engineer. Payment for interferences that are not shown on the Drawings, nor which may be inferred from surface indications, shall be discussed and determined by the Owner. If the Contractor does not expose all required utilities prior to shop drawing preparation, he shall not be entitled to additional compensation for work necessary to avoid interferences, nor for repair to damaged utilities.
   2. Any necessary relocations of utilities, whether shown on the Drawings or not, shall be coordinated with the affected utility. The Contractor shall perform the relocation only if instructed to do so in writing from the utility and the Engineer.

C. Shutdowns: Coordinate with Tacoma Water and the City of Federal Way.

D. Existing gas, water, sewer, and telephone house laterals are not specifically shown on the Drawings but do exist in the general project vicinity. Protect all service laterals from damage due to construction operations. If any laterals are damaged, notify the Engineer and the affected utility immediately. The cost of repair shall be borne by the Contractor.
3.04 EXCAVATION FOR STRUCTURES

A. All excavation shall be done to the dimensions and levels indicated on the Drawings or specified herein. Excavate to such width outside the lines of the structure to be constructed as may be required for proper working methods, the erection of forms, and the protection of the work.

B. Inspection of Excavation: Notify the Engineer when excavation for the structure is complete. No forms, reinforcing steel, concrete, or precast structure shall be placed until the excavation has been inspected and approved by the Engineer.

3.05 SUPPORT OF EXCAVATIONS

A. Adequately support excavation for structures to meet all applicable requirements in the current rules, orders, and regulations. Excavation shall be adequately shored, braced, and sheeted so that the earth will not slide or settle and so that all existing structures and all new pipe and structures will be fully protected from damage. Keep vehicles, equipment, and materials far enough from the excavation to prevent instability.

B. Take all necessary measures to protect excavations and adjacent improvements from running, caving, boiling, settling, or sliding soil.

C. The support for excavation shall remain in place until the structure has been completed. During the backfilling of the structure, the shoring, sheeting, and bracing shall be carefully removed so that there shall be no voids created and no caving, lateral movement, or flowing of the subsoils.

3.06 BACKFILL ADJACENT TO STRUCTURES

A. Do not place any backfill material until the Engineer has inspected, tested to his or her satisfaction, and favorably reviewed the prepared subgrade.

B. Construct fills as shown on the Drawings, true to line, grade, and cross-section.

C. Compact materials in accordance with 3.07 unless otherwise specified or shown on the Drawings.

D. Backfill Adjacent to Structures
   1. Do not place backfill against structures until any concrete has been patched and any concrete patch, grout, and/or epoxy has cured.
   2. Place backfill in uniform, level layers, not exceeding 6 inches thick measured before compaction. Bring backfill up uniformly on all sides of the structure, and on both sides of buried walls.
   3. Only light, hand-operated compaction equipment (e.g., jumping jack, walk-behind vibratory plate compactor) shall be used within 10 feet of walls below grade.

3.07 COMPACTION

A. Add water to the backfill material or dry the material as necessary to obtain moisture content within 2 percent of optimum. Employ such means as may be necessary to secure a uniform moisture content throughout the material of each layer being compacted.

B. After the material has been moisture conditioned, compact it with compaction equipment appropriate for the use to achieve specified compaction.
C. If the backfill material becomes saturated because it was not compacted to the specified density or was not backfilled and compacted to surface grade, through negligence or otherwise, remove the faulty material and replace it with suitable material compacted to the specified density. No additional payment will be made for doing such work or removal and replacement.

D. Compact materials in accordance ASTM D698 (Standard Proctor) unless otherwise specified.

E. Compaction of backfill materials by flooding, ponding, or jetting is not permitted.

F. When densities of compacted materials do not meet the requirements, remove and/or recompact the material until the requirements are met. The Contractor will be back charged the cost of retesting all failing tests, including the initial retest. Such back charges will be deducted from the Contractor's Progress Payments.

G. Material Requirements:

<table>
<thead>
<tr>
<th>Material</th>
<th>Minimum Relative Compaction¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Crushed Rock</td>
<td>95 percent</td>
</tr>
<tr>
<td>2. Backfill</td>
<td>95 percent</td>
</tr>
<tr>
<td>3. Subgrade</td>
<td>95 percent in paved areas</td>
</tr>
</tbody>
</table>

¹Standard Proctor Test

H. Testing Frequency:
1. Earthwork: Test every 500 square feet for each 2 feet of fill.
2. Backfill:
   a. Test every 200 cubic yards of material.

END OF SECTION
PART 1 - GENERAL

1.01 SUMMARY

A. Furnish all labor, material, equipment, tools, and services required for removing, placing and compacting asphalt concrete pavement for roadways to the lines, grades, and dimensions shown on the Drawings and as specified herein.
   1. Demolish existing asphalt paving.
   2. Repair and resurface existing asphalt pavement damaged during construction.
   3. Rehabilitation of existing asphalt pavement.
   4. Install asphalt pavement.

1.02 REFERENCES

A. ASTM International (ASTM):
   1. D1556 Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
   2. D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (Modified Proctor)
   3. D2027 Specification for Cutback Asphalt (Medium Curing Type)
   4. D2922 Test Methods for Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth)

B. Whenever the words “Standard Specifications” are referred to, the reference is to the Washington State Department of Transportation, Standard Specifications for Road, Bridge, and Municipal Construction, 2022 (WSDOT Standard Specifications).

1.03 DEFINITIONS

A. Base (aggregate base): Layer of material of certain thickness placed under the pavement, constructed on subgrade. It provides a working surface for pavement placement, load distribution, and drainage.

B. Leveling course: Lift of asphalt concrete used to fill and level irregularities prior to placement of the wearing course.

C. PG: Performance graded. The PG system defines the asphalt binder based on the conditions in which it may be used.

D. Prime Coat: Emulsified asphalt used for water-proofing the base layer prior to placing asphalt concrete.

E. Subgrade: See Section 31 00 00. Layer of material of a certain thickness base material is placed on.

F. Tack Coat: Emulsified asphalt used to bond asphalt concrete to existing asphalt concrete, or to bond between asphalt concrete lifts.

G. Wearing course: Final lift of asphalt concrete.
1.04 SUBMITTALS
A. Product information shall be submitted to Tacoma Water and the Engineer for review and approval.
B. Submit the following under the Product Data:
   1. Submit a signed verification from each source of supply for each construction material employed on this project indicating that the materials meet the Specification requirements.
   2. Submit a mix design/Job Mix Formula (JMF) for this project, taking into account the specific equipment planned to be used, in accordance with WSDOT Standard Specification 5-04.3(7)A1. Submit test data showing that the JMF meets WSDOT Standard Specification 9-03.8(2) and 9-03.8(6).
   3. Submit manufacturer's certification of the actual volatile organic compound (VOC) content for all pavement paints and bituminous pavement sealers proposed for use on this project. Submit certification of the actual VOC content for all coatings. VOC content shall be measured in grams per liter by weight of coating as applied excluding water and color added to the tint base.
   4. Submit verification that bituminous pavement sealers and paint products furnished meet applicable local air resources quality enforcement jurisdiction regulations as to allowable VOC content for the time and place of application and use intended.

1.05 TESTING REQUIREMENTS
A. Comply with WSDOT Standard Specification 9-03.8(2) and 9-03.20 and the requirements shown on the Drawings.

1.06 QUALITY ASSURANCE
A. Comply with the Standard Specifications and the requirements shown on the Drawings.

1.07 REGULATORY REQUIREMENTS
A. All work, material, procedures, and practices under this Section shall conform to the Standard Specifications.

PART 2 - PRODUCTS

2.01 MATERIALS
A. Asphalt Concrete: Class ½” placed in lifts not exceeding more than 3 inches each. Total thickness shall be not less than 3 inches. Match existing pavement thickness if greater than 3 inches.
B. Aggregate shall conform to WSDOT Standard Specification 9-03.8 and tested in accordance with 9-03.8(6).
C. Asphalt shall be PG 64-22 conforming to AASHTO M320.
D. Joint Sealant shall be PG 64-22 conforming to AASHTO M320.
E. Tack coat shall be CSS-1 conforming to WSDOT Standard Specification 9-02.1(6).
F. Mix Plant shall conform to WSDOT Standard Specification 5-04.
PART 3 - EXECUTION

3.01 GENERAL
   A. Contractor shall saw cut, remove, and dispose of existing asphalt as shown on the Drawings. Place asphalt to the lines and grades as shown on the Drawings.
   B. Where construction activity has resulted in damage to a localized area of pavement, the damaged pavement shall be cut back 6 inches, removed and replaced.
   C. Manhole frames and covers shall be adjusted to grade as necessary within paved areas.

3.02 PAVEMENT CUTTING
   A. Pavement shall be cut accurately and on neat lines. The asphalt pavement shall be saw cut to a minimum depth equal to or greater than one-half the thickness of the pavement section. Any pavement damaged outside these lines shall be re-cut and restored at the expense of the Contractor. Should voids develop under existing pavements during construction, Contractor shall remove the affected pavement, repair voids and replacement pavement section at the expense of the Contractor.

3.03 REMOVAL AND DISPOSAL OF PAVEMENT AND BASE COURSE
   A. Asphalt demolished in the project shall be loaded onto trucks and hauled offsite for disposal.
   B. Remove the materials beneath the asphalt to the lines and grades necessary for full replacement of the asphalt section as shown on the Drawings or specified herein.
   C. Excavated asphalt subgrade materials shall be managed in accordance with Specification Section 31 00 00.

3.04 PLACEMENT OF AGGREGATE BASE
   A. Subgrade Preparation: Refer to Section 31 00 00.
   B. Aggregate Base Tolerance: The aggregate base shall not be placed before the subgrade is approved by the Engineer. The finished aggregate base shall not vary more than 1 inch above or below, the planned grade.
   C. Aggregate Base Placing: The aggregate base material shall be spread on the prepared subgrade by means of approved spreading devices subject to approval by the Engineer. Each layer shall not exceed 6 inches. Segregation of large or fine particles of aggregate shall be avoided, and the material as spread shall be free from pockets of large and fine material.
   D. Compaction: Refer to Section 31 00 00.
3.05 TACK COAT APPLICATION

A. Tack Coat: In advance of spreading bituminous material upon an existing bituminous or portland cement concrete surface, a tack coat shall be applied to all areas to be surfaced and to all vertical surfaces of existing pavement and construction joints in the surfacing against which additional material is to be placed. Apply tack coat only as far in advance as necessary for that day’s installation.

1. When two or more lifts of asphalt concrete are required, a tack coat shall be applied between each lift unless the lifts are placed in the same work shift if:
   a. No dust, dirt or extraneous material is present
   b. Surface is at least 140 degrees F

2. Preparation: Immediately before applying a tack coat, the area to be surfaced shall be cleaned of all loose material.

3. Application: The tack coat shall be applied by means of pressure distributors by pressure hand-spray equipment. The rate of application shall be 0.05 gallon per square yard. Emulsified asphalt shall not be applied when the atmospheric temperature is below 40°F.

3.06 PLACEMENT OF ASPHALT CONCRETE

A. Delivery and Spreading: Bituminous mixtures shall be delivered to the roadbed at temperatures specified in the WSDOT Standard Specifications. Spreading of the mixture shall be in accordance with WSDOT Standard Specifications.

B. Compaction: Compaction of each lift shall be a minimum of 91 percent of maximum density for base lifts, and 92 percent of maximum density for top lifts, in accordance with AASHTO T-99 unless otherwise specified or shown on the Drawings. Compaction by vehicular traffic shall not be permitted. The Engineer reserves the right to require an adjustment of the temperature of the asphalt concrete at the time of placement.

C. Pavement Thickness: Pavement shall match the existing adjoining pavement in thickness, or as indicated on the Drawings, or as specified, whichever is greater.

D. Joining Pavement: The joints between old and new pavements or between successive days’ work shall be carefully made in such manner as to ensure a continuous bond between old and new sections of the course. Edges of existing pavement shall be exposed and cleaned and edges cut to straight, vertical surfaces. All joints shall be painted with a uniform coat of tack coat before the fresh mixture is applied.

E. Protection of Pavement: After final rolling, no vehicular traffic of any kind shall be permitted on the pavement until it has cooled and hardened and in no case less than 6 hours.

END OF SECTION
PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Precast reinforced concrete box structures for utility service, complete with openings, inserts, ladder rungs (where specifically called for), hardware and sumps.
   2. Manhole covers and frames.
   3. Hatches.

1.02 REFERENCES

A. ASTM International (ASTM), Standard Specifications:
   1. A36 Carbon Structural Steel
   2. A48 Gray Iron Castings
   3. A615 Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
   4. A1064 Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
   5. C150 Portland Cement
   7. C478 Circular Precast Reinforced Concrete Manhole Sections
   9. C858 Underground Precast Concrete Utility Structures
   10. C891 Installation of Underground Precast Concrete Utility Structures
   11. C877 External Sealing Bands for Concrete Pipe, Manholes, and Precast Box Sections.
   12. C913 Precast Concrete Water and Wastewater Structures
   13. C990 Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
   14. C1821 Installation of Underground Circular Precast Concrete Manhole Structures

B. American Association of State Highway and Transportation Officials (AASHTO), Standard Specifications for Highway Bridges.
   2. M199 Standard Specification for Precast Reinforced Concrete Manhole Sections

C. American Iron and Steel Institute (AISI).

1.03 SUBMITTALS

A. Product information shall be submitted to Tacoma Water and the Engineer for review and approval.
B. Product Data:
   1. Descriptive details of the manufacturer’s proposed standard products, including:
      a. Precast sections.
      b. Minimum concrete 28-day compressive strength.
      c. Cement, aggregate and reinforcing certifications.
      d. Sealant product data and safety handling sheets.
      e. Manhole covers and frames.
      f. Steps and/or ladder rungs.
      g. Any other prefabricated inserts and integrally cast hardware.
   2. Shop drawings, including:
      a. Design criteria.
      b. Reinforcing steel locations.
      c. Location and type of joints.
      d. Layout of all inserts, attachments, and openings.

1.04 QUALITY ASSURANCE
A. Provide products of a manufacturer who has been regularly engaged in the design and manufacture of the product for at least 5 years.
B. Demonstrate to the satisfaction of the Engineer that the quality is equal to the product made by those manufacturers specifically named herein, if an alternate product manufacturer is proposed.

PART 2 - PRODUCTS

2.01 DESIGN CRITERIA
A. General: ASTM C857, ASTM C858, and also:
   2. Dead and operating loads from any attached equipment.
   3. Handling and installation loads.
   4. Backfill material: backfill per Specification 31 00 00.

2.02 PRECAST SECTIONS
A. General:
   1. Concrete: Provide Class 4000 meeting 2022 WSDOT Standard Specifications.
   2. Cement: ASTM C150, Type II low alkali.
   3. Aggregate: ASTM C33 and non-reactive in accordance with ASTM C1293.
   4. Reinforcing: Deformed bars conforming to ASTM A615 Grade 60. Wire mesh conforming to ASTM A1064.
   5. Openings: Size as shown on the Drawings. Reinforce roof openings to support manhole cover frames or access hatches called for on the Drawings.
   6. Lifting eyes: Provide for each section.
B. Manufacturers: Oldcastle Precast, Auburn, WA; Granite Precast, Bellingham, WA; Pacific Precast, Vancouver, WA; Wilbert Precast, Yakima, WA; or equal.
2.03 JOINTS AND SEALANTS

A. Sealant: Preformed, continuous rope gasket, protected by removable two-piece wrapper constructed from bitumen or butyl resins, blended with hydrocarbons and plasticizing compounds, and reinforced with inert mineral filler. Provide recommendation to Engineer, or Owner’s Representative, of cross-sectional dimensions that will produce an ASTM C990 compliant joint. Suggested products include RAM-NEK by Henry Co.; KENT Seal by Hamilton-Kent; or equal. No solvents, irritating fumes, or obnoxious odors.

B. External Sealing Bands: Where watertight joints are specified apply external sealant bands conforming to ASTM C877.

C. Comply with ANSI/NSF 61.

D. Manufacturer: Henry® Co., El Segundo, CA; Hamilton-Kent LLC, Winchester, TN; or equal.

2.04 COMPOSITE COVERS AND FRAMES

A. Material:
   1. Composite molding consisting of a thermosetting resin matrix blended and/or combined with reinforcing fiber rovings, short fiber filaments, or equivalent nonmetallic reinforcing structure(s). The thermosetting resin matrix shall be a polyester, vinylester, or a blend of these. The moldings shall be true to pattern in form and dimension and free from cracks, pores, knit-lines, or other defects in locations affecting their strength and value for the service intended.
   2. Metal reinforcements or metal hinges molded within the composite shall not be permitted.

B. Marking: Manhole cover shall be marked “WATER” in raised letters.

C. Coating: N/A.

D. Size: 24-inch diameter. Composite frames must have a wall thickness of at least 0.75 inches in sections exposed to traffic and potential traffic wheel impact.

E. Loading: H-20/HS-20, traffic load rated
   1. Frame and Covers shall be test “Proof Load” in accordance with AASHTO M306.

F. Ultraviolet resistance: ASTM G 154 Cycle I for 1000 hrs. Specimens shall be tested for ultimate flexural strength (ASTM D790), retaining at least 75% of control values for load and deflection at failure.

G. Pick Hole: Closed, side.

H. Vent Holes: Two, 1-inch diameter.

I. Connection: Bolt down cover into frame with four 1/2-inch diameter stainless steel bolts, coarse thread, flush with top. Seal with 1/8-inch thick, 1/2-inch wide continuous circular neoprene gasket.

J. Seal: Provide continuous 1/4-inch diameter neoprene “O” ring between frame and cover.

K. Manufacturer: Composite Access Products, McAllen, Texas; EJCO, Marysville, WA; or equal.
2.05 CYLINDRICAL MANHOLE EXTENSIONS
A. General:
   2. Lifting eyes: Provide for each section.
B. Manufacturer: Oldcastle Precast, Auburn, WA; Granite Precast, Bellingham, WA, Pacific Precast, Vancouver, WA; Wilbert Precast, Yakima, WA; or equal.

2.06 LADDERS/LADDER RUNGS
A. Refer to Specification 05 50 00 for prefabricated ladder and safety post.
B. Cast-in Steps: Copolymer polypropylene plastic molded on ASTM A615 Grade 60 steel. Rungs shall provide at least 12-inch-wide tread with non-slip surface and shall meet ASTM C478 load standards.
C. Conform to OSHA and WISHA requirements.

2.07 SOURCE QUALITY CONTROL
A. Precast Sections:
   1. Verify concrete compressive strength test results are satisfactory for the sections supplied.
   2. State the curing method. Identify the start and end dates for the sections supplied.
B. Frames and Covers:
   1. Verify cast test bar tensile strengths are satisfactory.

PART 3 - EXECUTION

3.01 OPENINGS AND EMBEDMENTS
A. The contractor and precaster shall be responsible for the integration of embedded items in the quantity, materials, elevations, and locations required.
B. Embedded plates, angle frames, and other items intended to provide a working surface shall be installed flush to the surface unless noted otherwise.
C. Aluminum items embedded in concrete shall be treated with an asphaltic coating.
D. Openings in the structure shall be placed integrally at the time of casting. Unreinforced knockouts may be provided for post installed opening if approved by the Engineer. Openings shall not be placed by coring or cutting through reinforced concrete after the item has been cast.

3.02 INSTALLATION
A. General: ASTM C891 and also:
   1. Excavate and support excavations for vaults in accordance with Section 31 00 00.
   2. Compact subgrade in accordance with Section 31 00 00 or as otherwise shown on the Drawings.
   3. Apply primer compatible with gasket to joint surfaces in accordance with manufacturer's instructions. Make all joints watertight with sealant gaskets.
   4. Backfill around the vault with backfill material. Compact the backfill material in accordance with Section 31 00 00.
5. Accurately locate and place the manhole frame to within 1/8 inch vertical elevation in paved areas. Coordinate the activities of all trades so that this tolerance is achieved.

6. Install the manhole cover in the frame. Machine the cover, if necessary, to obtain a solid fit, without rattling under load.

3.03 FIELD QUALITY CONTROL

A. Verify all precast sections are continuously sealed with gaskets.

B. Verify all manhole covers fit quietly in the frames.

END OF SECTION
SECTION 40 27 00

PIPING, VALVES, AND ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY
   A. Section includes: Provide all piping, including fittings, valves, supports, and accessories as shown on the Drawings, described in the Specifications and as required to completely interconnect all equipment with piping for complete and operable systems, including equipment drains.

1.02 REFERENCES
   A. ASTM International (ASTM)
   B. American Society of Mechanical Engineers (ASME)
   C. American National Standards Institute (ANSI)
   D. American Water Works Association (AWWA)
   E. Cast Iron Soil Pipe Institute (CISPI)
   F. U.S. Department of Transportation (DOT)
   G. Manufacturers Standardization Society of the Valve and Fittings Industry (MSS)
   H. National Fire Protection Association (NFPA)

1.03 SUBMITTALS
   A. Shop Drawings:
      1. Verify by inspection and measurement all installation conditions, including existing utilities and structures, for all pipe before preparation of Shop Drawings. Submit field measurements and photos with Shop Drawings where exposed conditions are significantly different than indicated on the Drawings.
      2. Layouts and Schematics: Submit detailed installation drawings of all piping. Schematics may be submitted for piping 4 inches and smaller. The Drawings and schematics shall include: fittings, valves, other appurtenances. (Product Review)
      3. Submit data to show that the following items conform to the Specification requirements:
         a. Pipe couplings and flexible pipe pieces (Product Review).
         b. Valves and Accessories (Product Review).
      4. Submit samples of gaskets and other materials where required by the detailed specifications.
      5. Submit certified test reports as required herein and by the referenced standard specifications (Product Information).
      6. All items utilized on systems supplying or producing drinking water, including, but not limited to, pipe and valve linings, solvent cements, gaskets and gasket lubricants, and additives in concrete or cement mortar shall comply with the Safe Drinking Water Act and NSF requirements for use in water systems in accordance with local requirements. Submit proof of NSF certification for each item.
      7. Samples: Solder and flux for copper pipe.
8. Gaskets for pipe.
9. Submit leak and pressure testing plan in accordance with the requirements in 3.07.
10. Submit shop drawings for leak and pressure testing apparatus including, but not limited to, temporary bulkheads necessary for testing of new pipelines.

B. Manuals: Furnish manufacturer's installation and operation manuals, bulletins, and spare parts lists for the following items:
   1. Valves 4 inches and larger.
   2. Pressure regulators.

C. Field test reports as required in Part 3.

1.04 QUALITY ASSURANCE

A. Materials and equipment furnished under this Section shall be of manufacturers who have been regularly engaged in the design and manufacture of the materials and equipment for a period of at least 5 years. Demonstrate to the satisfaction of the Engineer that the quality is equal to the materials and equipment made by the manufacturers specifically named herein, if an alternate manufacturer is proposed.

B. Factory Quality Control: The Contractor shall test all products as noted herein and by the reference specifications.

C. Field Quality Control:
   1. The Owner will:
      a. If necessary, perform bacteriological analysis for pipelines to be disinfected.

   2. The Contractor shall:
      a. Perform leakage tests.
      b. Be responsible for the costs of additional inspection and retesting by the Owner resulting from noncompliance.

1.05 APPURTENANCES

A. Furnish and install all necessary guides, inserts, anchors and assembly bolts, washers and nuts, hangers, supports, gaskets, couplings, and flanges; all other appurtenant items shown on the Drawings, specified or required for the proper installation and operation of the piping; devices included in or on the piping equipment; and piping accessories.

PART 2 - PRODUCTS

2.01 GENERAL

A. Pipe and valve sizes are nominal inside diameter unless otherwise noted.

B. All materials delivered to the job site shall be new, free from defects, and marked to identify the material, class, and other appropriate data such as thickness for piping.

C. Acceptance of materials shall be subject to strength and quality testing in addition to inspection of the completed product. Acceptance of installed piping systems shall be based on inspection and leakage tests as specified hereinafter.
2.02 GENERAL MATERIAL REQUIREMENTS

A. Gaskets: Gaskets shall be styrene butadiene rubber (SBR), unless specified otherwise by the Engineer. When deemed necessary, "Nitrile" (NBR) gaskets will be required. When NBR gaskets are required, they must be color-coded and/or marked in color so as to be easily identifiable as nitrile.

B. Bolts and Tie Rods: Unless specified otherwise herein, flange bolts and nuts, coupling bolts and nuts, tie rods, and other hardware shall be as follows:
   1. Exposed: Electroplated zinc or cadmium steel.
   2. Concrete Encased: Steel.
   3. Buried: Type 304 stainless steel, minimum tensile strength: 60,000 psi.
   4. Apply an anti-galling compound to the threads of stainless steel bolts.

C. Flexible Sealant: Flexible sealant for pipe joints, where shown on the Drawings, shall be a two-component polysulfide, non-sag; Sikaflex 2C, Dualthane, or equal.

D. Fusion Epoxy Coating: AWWA C213; except application shall be by fluid bed only unless the greatest dimension of the article to be coated exceeds 10 feet, in which case electrostatic spray or flocking application may be used.

E. All materials in contact with potable water shall comply with the Safe Drinking Water Act and NSF requirements for use in water systems.

2.03 PIPE COUPLINGS AND FLEXIBLE PIPE PIECES

A. General: For typical pipe joints refer to pipe material specifications. Other joint devices shall be furnished where called for on the Drawings and as specified below.

B. Flange Coupling Adaptors:
   1. Sleeve: Cast iron or fabricated steel.
   2. Followers: Cast iron, ductile iron, or steel.
   3. Sleeve Bolts: ASTM A325, Type 3; malleable iron; or equivalent, except for buried and submerged, which shall be Type 304 stainless steel and Type 316 stainless steel, respectively.
   4. Coating: Fusion epoxy line and coat sleeve and followers.
   5. Pressure Rating: The test pressure of the applicable service or 50 psi, whichever is greater.
   7. Flanged Coupling Adaptor Flanges: Match mating flanges. If required by connecting valve or other device, provide flanges with inside diameter equal to nominal pipe diameter.
   8. Manufacturers:
      a. Flange Coupling Adaptors: Smith-Blair 912 or 913; Dresser Style 128 W; or equal.
   10. Joint Restraint: Provide joint harnesses (tie rod lug or attachment plate assemblies) designed for the test pressure or 50 psi, whichever is greater, across all flange coupling adaptors. For steel pipe, the joint harness shall conform to the requirements of Chapter 13 of AWWA M-11, Table 13-4 - Tie Bolt Schedule for Harnessed Joints. Anchor studs may be used on flange coupling adapters for pipe up to 12 inches in diameter.
2.04 VALVES AND ACCESSORIES

A. Valve and Accessory System Designation: Most valves and accessories to be furnished and installed are identified by a valve and accessory system designated by a letter symbol in the Pipe Schedule.

B. General Requirements for Valves:
   1. All valves of each type shall be the product of one manufacturer.
   2. All exposed valves shall be furnished with operators, handwheels, levers, or other suitable type wrench including handles as specified herein or as shown on the Drawings.
   3. All threaded stem valves shall open by turning the valve stem counterclockwise.
   4. All exposed valves and valve operators shall have a non-bleeding shop coat, unless otherwise specified.

C. Valve and Accessory Systems:
   1. Valve and Accessory System A:
      a. Applicable Service Condition: Clean Water and air not covered elsewhere.
      b. Gaskets shall be SBR unless noted otherwise.
      c. Pressure Reducing Valves:
         1) Self-Contained: CLA-VAL, Model 100-01; or approved equal.
         2) Sizes, capacities and pressures shall be as noted on the Drawings.

PART 3 - EXECUTION

3.01 GENERAL INSTALLATION

A. General Handling and Placing:
   1. Carefully inspect each valve and accessory before installation to insure there is no defective workmanship or obstructions. Inspect the interior and exterior protective coatings and patch all damaged areas in the field or replace to the satisfaction of the Engineer.
   2. Remove all dirt and foreign matter from the pipe interior prior to installation and thoroughly clean all joints before joining.
   3. The Contractor is advised that precautions taken to keep the pipeline, valves, and accessories clean during construction will facilitate achieving the disinfection requirements of this project with a minimum of effort and expense. Compliance with these suggested minimum procedures will not relieve the Contractor of the disinfection requirements.
   4. Prior to installation, thoroughly clean the interior of each length of pipe and each fitting or valve and inspect to ensure that no foreign material remains. Cover both ends with plastic and do not uncover them until just prior to completing the joint.
      a. Clean the exterior of the existing pipeline of all dirt and debris, and spray or swab with a standard 5.25% or stronger chlorine solution (as specified) in the immediate vicinity of the work. Clean equipment and materials to be used in making these connections of all dirt and debris and disinfect them. Allow at least 30 minutes contact time before the chlorine solution is diluted or rinsed off.
3.02 COUPLING INSTALLATION

A. Flange Coupling Adaptors: Prior to installation, thoroughly clean oil, scale, rust, and dirt from the pipe to provide a clean seat for the gasket. Wipe gaskets clean before they are installed. If necessary, flanged coupling adapter gaskets may be lubricated with soapy water or manufacturer’s standard lubricant before installation on the pipe ends. Install in accordance with the manufacturer’s recommendations. Tighten bolts progressively, drawing up bolt on opposite sides a little at a time until all bolts have a uniform tightness. Workers tightening bolts shall be equipped with torque-limiting wrenches or other favorably reviewed type. Anchor studs on restrained flanged coupling adaptors shall be installed so as to lock into holes drilled through the pipe wall in accordance with manufacturer’s recommendation.

B. Tie Rods: Except where double-nutting is required, install the nuts snug. Tighten the nuts gradually and equally at opposite sides of the pipe until snug to prevent misalignment and to ensure that all rods carry equal loads. If double-nutting is required, double-nut each end of each tie rod. The space between the pairs of nuts shall be ½-inch greater than the distance between the lugs.

3.03 INSTALLATION OF VALVES AND ACCESSORIES

A. Install valves and accessories such that all parts are easily accessible for maintenance and operation.

B. Where valve handwheels are shown on the Drawings, valve orientation shall be as shown. Where valve handwheels are not shown, orient valves to permit easy access to the handwheels or handles and to avoid interferences.

C. Provide a union adjacent to each screwed end valve and accessory with additional unions as necessary to facilitate removal.

D. Connections between ferrous and non-ferrous piping, valves, accessories or pipe supports shall be made using a dielectric coupling, union, or flange.

E. Where valves or other pipeline items require metal full-face connecting flanges, provide intermediate flanges if the connecting flange is not adequate.

3.04 PIPE AND VALVE IDENTIFICATION

A. General: Identify all exposed piping in this project by painting. The color shall be as selected by the Owner. Identify all exposed valves with tags as specified below.

B. Piping: Paint all exposed pipes with the appropriate paint system as specified in Section 09 96 00.

C. Valves: Provide each valve with a valve tag identifying the pipeline contents, and either its valve number, or the area or item served by the valve for valves without a valve number.

3.05 FIELD QUALITY CONTROL

A. The Owner will:
   1. If necessary, perform bacteriological analysis for pipeline to be disinfected.

B. Factory Quality Control: The Contractor shall test all products as required herein and by the reference specifications.

C. The Contractor shall:
   1. Perform leakage tests.
2. Be responsible for the costs of additional inspection and retesting by the Owner resulting from non-compliance.

3.06 CLEANING

   A. Prior to testing, thoroughly clean the inside of each completed piping system of all dirt, loose scale, sand and other foreign material. Cleaning shall be by sweeping, flushing with water or blowing with compressed air, as appropriate for the size and type of pipe. Flushing shall achieve a velocity of at least 3 feet per second. The Contractor shall install temporary strainers, temporarily disconnect equipment, or take other appropriate measures to protect equipment while cleaning piping. Cleaning shall be completed after any pipeline repairs.

3.07 FIELD TESTING

   A. General: Perform leakage tests on all pipe installed in this project. Furnish all equipment, material, personnel and supplies to perform the tests and make all taps and other necessary temporary connections. The test pressure, allowable leakage and test medium shall be as specified by the Owner. Leakage tests shall be performed on all piping at a time agreed upon and in the presence of the Engineer. All visible leaks shall be repaired, regardless of the test results.

   B. Exposed Piping: No temporary supports or blocking shall be installed for final test.

   C. Accessories: It shall be the responsibility of the Contractor to block off or remove equipment, valves, gauges, etc., which are not designed to withstand the full test pressure.

   D. Testing Apparatus: Provide pipe taps, nozzles and connections as necessary in piping to permit testing including valves to isolate the new system, addition of test media, and draining lines and disposal of water, as is necessary. These openings shall be plugged in a manner favorably reviewed by the Engineer after use. Provide all required temporary bulkheads.

   E. Pneumatic Testing: Piping tested by air or another gas shall show no reduction of pressure during the test period after corrections have been made for changes in temperature in conformance with the following relationship:

   \[
   \frac{P_1}{T_1} = \frac{P_2}{T_2}
   \]

   Where \( T_1 \) and \( T_2 \) are the absolute temperatures of the gas in the pipe and \( P_1 \) and \( P_2 \) are the absolute pressures. The subscript "1" denotes the starting conditions and the subscript "2" denotes the final conditions.

   F. Precautions for Pneumatic Testing: Where air or another gas is called for as the test medium, the Contractor shall take special precautions to protect personnel. During the initial pressurization of a pipeline to the specified test pressure, personnel shall be protected by suitable barricades or shall remove themselves to locations where portions of the concrete structure itself are between them and the pipeline under test.

   G. Correction of Defects: If leakage exceeds the allowable, the installation shall be repaired or replaced and leakage tests shall be repeated as necessary until conformance to the leakage test requirements specified herein have been fulfilled.
All visible leaks shall be repaired even if the pipeline passes the allowable leakage test.

H. Reports: The Contractor shall keep records of each piping test, including:
   1. Description and identification of piping tested.
   2. Test pressure.
   3. Date of test.
   4. Witnessing by Contractor and Engineer.
   5. Test evaluation.
   6. Remarks, to include such items as:
      a. Leaks (type, location).
      b. Repairs made on leaks.
   7. Test reports shall be submitted to the Engineer.

I. Testing Specifics: Piping shall be tested for 4 hours.

3.08 DISINFECTION OF POTABLE WATER SYSTEMS

A. Per Tacoma Water requirements.

END OF SECTION
APPENDIX A

Federal Way PRV Vault Modification Drawings
Photographs
Permit
### Proposed Vault Coordinates

<table>
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<tr>
<th>Point</th>
<th>Description</th>
<th>Northing</th>
<th>Easting</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>N Vault Corner</td>
<td>116580.3057</td>
<td>1255103.5308</td>
</tr>
<tr>
<td>C2</td>
<td>E Vault Corner</td>
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<tr>
<td>C3</td>
<td>S Vault Corner</td>
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<td>1255105.5014</td>
</tr>
<tr>
<td>C4</td>
<td>W Vault Corner</td>
<td>116577.3115</td>
<td>1255100.7546</td>
</tr>
</tbody>
</table>

**Notes:**

1. Due to existing vault dimensions and piping connection points, the Wisha Guidance of 15" minimum between center of access ladder and horizontal obstruction cannot be achieved. The access riser has been centered in the available space to optimize space between the ladder and horizontal obstructions.

2. Coordinates reported in the coordinate table are based on vault record drawings and measured interior dimensions of the vault. Contractor to field verify.

3. Existing gate valve boxes and covers shall be replaced and reset.

**User:** ANTHONY KAISER **Plot Date:** 10/19/2022 8:27 AM

**Tacoma Water**

**EXISTING PRV VAULT**

**NEW 24" ACCESS MANHOLE RISER, COMPOSITE FRAME AND COVER, AND LADDER**

**NOTES:**

1. DUE TO EXISTING VAULT DIMENSIONS AND PIPING CONNECTION POINTS, THE WISHA GUIDANCE OF 15" MINIMUM BETWEEN CENTER OF ACCESS LADDER AND HORIZONTAL OBSTRUCTION CANNOT BE ACHIEVED. THE ACCESS RISER HAS BEEN CENTERED IN THE AVAILABLE SPACE TO OPTIMIZE SPACE BETWEEN THE LADDER AND HORIZONTAL OBSTRUCTIONS.

2. COORDINATES REPORTED IN THE COORDINATE TABLE ARE BASED ON VAULT RECORD DRAWINGS AND MEASURED INTERIOR DIMENSIONS OF THE VAULT. CONTRACTOR TO FIELD VERIFY.

3. EXISTING GATE VALVE BOXES AND COVERS SHALL BE REPLACED AND RESET.

**NEW VAULT LID, DESIGNED BY PRECASTER, SEE DETAIL 4 ON DWG 17-01-66**

**LADDER UP SAFETY POST**

**NOTES:**

1. DUE TO EXISTING VAULT DIMENSIONS AND PIPING CONNECTION POINTS, THE WISHA GUIDANCE OF 15" MINIMUM BETWEEN CENTER OF ACCESS LADDER AND HORIZONTAL OBSTRUCTION CANNOT BE ACHIEVED. THE ACCESS RISER HAS BEEN CENTERED IN THE AVAILABLE SPACE TO OPTIMIZE SPACE BETWEEN THE LADDER AND HORIZONTAL OBSTRUCTIONS.

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**PROJECT SITE**

**VICINITY MAP**

---

**100% SUBMITTAL**

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**CONSTRUCTION PLAN**

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**TACOMA WATER**

**EXISTING PRV VAULT**

**NEW 24" ACCESS MANHOLE RISER, COMPOSITE FRAME AND COVER, AND LADDER**

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**PROJECT SITE**

**VICINITY MAP**

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**100% SUBMITTAL**

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**CONSTRUCTION PLAN**

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**TACOMA WATER**

**EXISTING PRV VAULT**

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**PROJECT SITE**

**VICINITY MAP**

---

**100% SUBMITTAL**

---

**CONSTRUCTION PLAN**

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**TACOMA WATER**

**EXISTING PRV VAULT**

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3. EXISTING GATE VALVE BOXES AND COVERS SHALL BE REPLACED AND RESET.
DEMO AND REMOVE EXISTING VAULT LID, CONCRETE CONE, AND CONCRETE BRICKS AND MORTAR. SEE IMAGE TO THE RIGHT HEREON.

DEMO EXISTING 8" CLA-VAL PRV. CONTRACTOR TO SALVAGE PRV BODY AND RETURN IT TO TACOMA WATER

DEMO (2) EXISTING 2" CORPS, BOTH SIDES OF PRV

DEMO AND REMOVE EXISTING LADDERS. CONTRACTOR TO PATCH EXISTING LADDER ANCHOR HOLES WITH A POLYMER MODIFIED, HIGH-PERFORMANCE REPAIR MORTAR: SIKATOP-123 PLUS OR APPROVED EQUAL.

DEMO EXISTING LADDERS. CONTRACTOR TO PATCH EXISTING LADDER ANCHOR HOLES WITH A POLYMER MODIFIED, HIGH-PERFORMANCE REPAIR MORTAR: SIKATOP-123 PLUS OR APPROVED EQUAL.

DEMO AND REMOVE EXISTING 8" CLA-VAL PRV

DEMO AND REMOVE EXISTING VAULT LID. SEE NOTE 1.

NOTES:

1. PER TACOMA WATER RECORD DRAWINGS THE EXISTING VAULT LID IS A NO. 57T-38C COVER.

2. PER TACOMA WATER RECORD DRAWINGS THE EXISTING VAULT IS A 4'-8" X 7'-0" VAULT NO. 577-BL.

3. CONTRACTOR TO INTERNALLY BRACE EXISTING VAULT WALLS PRIOR TO REMOVAL OF VAULT LID. CONTRACTOR TO SUBMIT A BRACING PLAN STAMPED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF WASHINGTON FOR ENGINEER AND TACOMA WATER REVIEW AND APPROVAL.
NEW PRECAST CONCRETE LID, PRECASTER TO DESIGN. SEE DETAIL 4 ON DWG 17-01-6 FOR ADDITIONAL DETAILS.

SEE NOTES 1 AND 2.

INSTALL NEW 8" CLA-VAL PRV MODEL 100-01, KC, X101.
PREP, CLEAN, AND COAT EXTERNAL SURFACE OF EXISTING WSP INSIDE THE VAULT WITH SYSTEM NO. 9 COATING PER SPECIFICATION 09 96 00.
INSTALL (2) NEW 2" NPT CORPS BOTH SIDES OF PRV.
INSTALL NEW LANE INTERNATIONAL POLYPROPYLENE COATED STEEL LADDER WITH BILCO LADDERUP SAFETY POST, OR APPROVED EQUALS.

NEW PRECAST CONCRETE RISER. HEIGHT AS NECESSARY TO MATCH EXISTING GRADE.

LADDER TO EXTEND LADDER AWAY FROM WALL AS NECESSARY FOR LADDER AND LADDER RUNG(S) TO BE IN LINE WITH ONE ANOTHER AND PARALLEL TO INTERIOR OF VAULT WALL. CONTRACTOR TO SUBMIT ANCHORAGE PLAN TO THE ENGINEER AND TACOMA WATER FOR REVIEW AND APPROVAL.

FIELD LOCATE VALVE PICK ANCHOR ON BOTTOM OF VAULT LID, 800LB RATING.
CENTERLINE OF EXISTING PIPE

CONTRACTOR TO COORDINATE LADDER LOCATION TO NOT INTERFERE WITH EXISTING 4" VENT IN VAULT SE CORNER.
INSTALL NEW LANE INTERNATIONAL POLYPROPYLENE COATED STEEL LADDER WITH BILCO LADDERUP SAFETY POST, OR APPROVED EQUALS.
CLEAN INTERIOR SURFACE AND TOP OF VAULT TRENDS PRIOR TO INSTALLING LID AND LADDER.
INSTALL (2) NEW 8" NPT CORPS BOTH SIDES OF PRV.

NEW PVC ACCESS MANHOLE RISER W/ NEW 24" COMPOSITE FRAME AND COVER.
NEW PRECAST CONCRETE RISER. HEIGHT AS NECESSARY TO MATCH EXISTING GRADE.

NOTES:
1. CONTRACTOR SHALL MAINTAIN BRACING INSIDE THE VAULT UNTIL NEW LID AND BACKFILL HAVE BEEN PLACED.
2. NEW VAULT LID SHALL BE AS HEAVY OR LIGHTER THAN THE EXISTING LID AND SHALL MEET THE EQUIVALENT CONTEMPORARY TRAFFIC-RATED LOAD MODEL AS THE EXISTING VAULT LID.
**NOTES:**

1. **CONTRACTOR SHALL CLEAN THE INTERIOR AND TOP OF VAULT WALL PRIOR TO INSTALLING NEW LID.**
2. **CONTRACTOR TO FIELD VERIFY DIMENSION AND NOTIFY TACOMA WATER IF DIMENSION IS LESS THAN 3".**
3. **NEW VAULT LID SHALL BE AS HEAVY OR LIGHTER THAN THE EXISTING LID AND SHALL MEET THE EQUIVALENT CONTEMPORARY TRAFFIC-RATED LOAD MODEL AS THE EXISTING VAULT LID.**
4. **GROUT INSIDE OF JOINT BETWEEN EXISTING VAULT WALLS AND NEW LID USING A LAYER OF NON-SHRINK MORTAR NO MORE THAN 3/4" THICK, AND FINISHED SMOOTH.**
5. **CONTRACTOR SHALL FIELD VERIFY ALL INTERIOR DIMENSIONS OF THE EXISTING VAULT PRIOR TO BEGINNING CONSTRUCTION.**

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**EXCAVATION EDGE RESTORATION**

**SCALE: NTS**

**NOTES:**

1. **FOR EXCAVATIONS GREATER THAN 18" WIDE, ALL BACKFILL IN RIGHT-OF-WAY SHALL BE MIN. 5/8" CSTC.**
2. **SEE DETAIL 1 HEREON FOR PAVEMENT RESTORATION OVER THE VAULT AND ADJACENT TO THE NEW MANHOLE FRAME AND COVER.**
3. **HMA SHALL BE MECHANICALLY COMPACTED IN 3" (MAX.) LIFTS.**
4. **RAISE STRUCTURE TO THE REQUIRED ELEVATION AND SLOPE USING CONCRETE RISER RINGS AS NECESSARY. TO ACHIEVE A WATER-TIGHT CONSTRUCTION, GROUT INSIDE OF EACH JOINT USING A LAYER OF NON-SHRINK MORTAR NO MORE THAN 3/4" THICK, AND FINISHED SMOOTH.**

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**FRAME FOR ROUND LOCKING COVER**

**SCALE: NTS**

**NOTES:**

1. **PAVEMENT CUT SHALL BE CIRCULAR AND CENTERED ON THE CENTER OF THE MANHOLE FRAME AND COVER. RECTANGULAR OR POLYGON CUTS NOT ALLOWED.**
2. **INSTALL NEW COMPOSITE ACCESS PRODUCTS COMPOSITE LID ASSEMBLY, OR APPROVED EQUAL, PER MANUFACTURER'S RECOMMENDATIONS. SET TOP OF ASSEMBLY TO BE FLUSH WITH EXISTING ROAD SURFACE.**
3. **HMA SHALL BE MECHANICALLY COMPACTED IN 3" (MAX.) LIFTS.**
4. **RAISE STRUCTURE TO THE REQUIRED ELEVATION AND SLOPE USING CONCRETE RISER RINGS AS NECESSARY. TO ACHIEVE A WATER-TIGHT CONSTRUCTION, GROUT INSIDE OF EACH JOINT USING A LAYER OF NON-SHRINK MORTAR NO MORE THAN 3/4" THICK, AND FINISHED SMOOTH.**

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**MANHOLE LID IN ROADWAY**

**SCALE: NTS**

**NOTES:**

1. **CONTRACTOR SHALL CLEAN THE INTERIOR AND TOP OF VAULT WALL PRIOR TO INSTALLING NEW LID.**
2. **CONTRACTOR TO FIELD VERIFY DIMENSION AND NOTIFY TACOMA WATER IF DIMENSION IS LESS THAN 3".**
3. **NEW VAULT LID SHALL BE AS HEAVY OR LIGHTER THAN THE EXISTING LID AND SHALL MEET THE EQUIVALENT CONTEMPORARY TRAFFIC-RATED LOAD MODEL AS THE EXISTING VAULT LID.**
4. **GROUT INSIDE OF JOINT BETWEEN EXISTING VAULT WALLS AND NEW LID USING A LAYER OF NON-SHRINK MORTAR NO MORE THAN 3/4" THICK, AND FINISHED SMOOTH.**
5. **CONTRACTOR SHALL FIELD VERIFY ALL INTERIOR DIMENSIONS OF THE EXISTING VAULT PRIOR TO BEGINNING CONSTRUCTION.**

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**PRECAST VAULT LID PLAN AND SECTION**

**SCALE: NTS**

**NOTES:**

1. **CONTRACTOR SHALL CLEAN THE INTERIOR AND TOP OF VAULT WALL PRIOR TO INSTALLING NEW LID.**
2. **CONTRACTOR TO FIELD VERIFY DIMENSION AND NOTIFY TACOMA WATER IF DIMENSION IS LESS THAN 3".**
3. **NEW VAULT LID SHALL BE AS HEAVY OR LIGHTER THAN THE EXISTING LID AND SHALL MEET THE EQUIVALENT CONTEMPORARY TRAFFIC-RATED LOAD MODEL AS THE EXISTING VAULT LID.**
4. **GROUT INSIDE OF JOINT BETWEEN EXISTING VAULT WALLS AND NEW LID USING A LAYER OF NON-SHRINK MORTAR NO MORE THAN 3/4" THICK, AND FINISHED SMOOTH.**
5. **CONTRACTOR SHALL FIELD VERIFY ALL INTERIOR DIMENSIONS OF THE EXISTING VAULT PRIOR TO BEGINNING CONSTRUCTION.**
Project Name: **PRV Vault**

Project Address: **31503 42ND AVE SW**

Project Description:

Project involves retrofit of an existing PRV vault, New prefabricated access ladder, replacement of the existing PRV valve, and replacement of associated pipe and valve appurtenances. The existing vault lid will be removed and replaced with a custom lid, and the access into the vault will be relocated from south side to east side. Contractor shall do all demo and restoration work necessary to accomplish the afore mentioned work and to return the site to its current condition post-construction.

<table>
<thead>
<tr>
<th>Owner</th>
<th>Applicant</th>
<th>Contractor</th>
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<tbody>
<tr>
<td></td>
<td>D HONEYCITY OF TACOMA WATER DIVISION</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3628 S 35TH ST</td>
<td>TACOMA WA 98409</td>
</tr>
</tbody>
</table>
CONDITIONS:
The rating of the road is high so DO NOT CUT the road, otherwise a mitigation fee or 500' overly either side will be required.

* Call 811 For Underground Utility Locates Prior To Excavation In City Right Of Ways
* Permittee Must Notify Public Works @ 253-835-2725 24 Hours Prior To Job Start. Call In Each Morning Thereafter When Crew Will Be Working In ROW. Failure To Do So Will Result In A Penalty Fee And A Stop Work Order May Be Issued.
* Notify Residents/Property Management/Business of Work To Be Performed If Frontage Will Be Affected or Located. Do Not Block Driveway Access. Coordinate With Affected Residents To Restore Disturbed Landscaping. A Door Hanger May Be Used.
* Provide Traffic Control In Accordance With WSDOT Standard Plans And The MUTCD. Lane Closure Permitted 8:30am to 3:00pm. Approved work hours subject to change if snowy, icy, foggy, or dark. No work in ROW will be allowed in hazardous conditions.
* Crew must have copy of right of way permit & traffic control plan on job site at all times.
* Erosion/Sedimentation Control Compliant With KCSWDM Shall Be Implemented Prior To Construction.
* Coordinate Bus Access With School District, Metro & Pierce County Transit In Advance Of Work If Route Or Bus Stop Will Be Impacted.
* Do Not Store Equipment Or Materials In The Right-Of-Way Without Permission Of The City Engineer or Representative.
* Backfill in ROW to be 100% crushed rock; export native material.
* Close All Pavement Cuts, Areas Of Sidewalk Removal & Trenches With Backfill & Temporary Patch Or Cover With A Steel Plate Anchored At Edges When Not Working. Post required signage if plating.
* Any sunken, cracked or chipped sidewalk or curb & gutter damaged due to construction will be replaced by contractor/owner per CFW Road Standards.
* Any Deviation Of The Approved Plans Must Be Resubmitted To The City For Approval.
* Restore R.O.W. Landscape, i.e. Bark, Shrubbery, Irrigation, etc., to Existing Or Better Condition.
* All Construction, Including Restoration Shall Be Completed Within Thirty Days After The Project Commences, Unless An Extension Of Time Is Authorized By The Public Works Department.
* Failure To Comply With Terms & Conditions Of Permit Will Result In A Stop Work Order And/Or Permit May Be Revoked.
* See Attachment II. General Terms & Conditions Related To Right Of Way Permit.
* No Work On Weekends, Holidays Or During Non Working Hours Unless Approved In Advance By Public Works & Community Development. Variance Required Per Ord 09-608
* Asphalt may not be placed if it is raining or ground surface is wet. Ground temperature per WSDOT Standard Specs.
* Clean & Secure Construction Area At The End Of Each Work Day.
* Out of jurisdiction uniformed Police Officers should report to City Dispatch using the non-emergency phone number 253-835-2121.

PERMIT EXPIRES Monday, 10 April, 2023
Permit Issued on Wednesday, October 12, 2022

I hereby certify that the above information is correct and that the construction on the above described property and the occupancy and the use will be in accordance with the laws, rules and regulations of the State of Washington and the City of Federal Way.

Owner or agent: ___________________________________________ Date: ________________________
HOW TO APPLY FOR A RIGHT-OF-WAY PERMIT

   - The contractor's business information, Washington State Contractor's license number, and 24-hour emergency contact must be included.
   - Contractors must possess a valid City of Federal Way business license per city code section 9-29.

2. Submit application with the following:
   - Two (2) sets of site plans. Plans shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed. Plan must be to scale (1"=20' max.) with North arrow, property lines, location of utilities, ROW width, street name, driveway & sidewalk width, pipe size, type, and length, etc. Note: If you have a current building permit on file, include the approved site plan with drainage/access comments from PW/Development Services.
   - Traffic Control Plan in accordance with WSDOT and MUTCD. Plan must clearly show limits of work area, construction signs, sign spacing, flagger location, lane width, taper length, and posted speed limit. Sequential arrow board must be used for lane closure on any multi-lane road. Typical plans and information may be found via the web at [MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV) or [WSDOT.WA.GOV](http://WSDOT.WA.GOV)
   - Certificate of Insurance for the contractor naming the City of Federal Way as additional insured.
   - Bid or Estimate including all materials and/or work that will occur in the ROW. These items include traffic control, excavation, culvert, gravel, saw cutting, paving, landscape, sales tax, etc.

PRIOR TO PERMIT ISSUANCE:

1. A Bond is required for all work performed in the ROW.
   - The bond amount is your bid plus a 20% contingency. Example: $3,000 bid x 20% = $3,600.
   - The bond may be in the form of cash, assignment of funds, or with a bonding surety.

   Bond documents will be prepared by City staff.
   - Upon completion/acceptance of the work, 70% of the bond amount will be released. The remaining 30% will be held for a two-year maintenance period and released after passing a final inspection.
   - Inspection fees incurred during construction and maintenance inspection must be paid prior to the release of any portion of the Bond. Unpaid inspection fees may be deducted from the cash bond.

Notes:
   - Review your permit for special conditions that may be added in addition to the General Terms & Conditions as shown on the attached handout.
   - Notify the ROW permit desk of job start date at least 24 hours prior to starting work. If notice is not provided, a penalty of $260.00 will be assessed and the project may need to be reconstructed if corrections are required.

### 2020 Fee Schedule

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit</td>
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</tr>
<tr>
<td>Automation Fee</td>
<td>$34.00</td>
</tr>
<tr>
<td>Inspection</td>
<td>$142.00 per hour</td>
</tr>
<tr>
<td>After Hours Inspection (OT)</td>
<td>$213.00 per hour</td>
</tr>
</tbody>
</table>

Make checks payable to: City of Federal Way

If you have any questions, please call (253) 835-2725 or e-mail ROW.PERMITS@CITYOFFEDERALWAY.COM

February 2020
**RIGHT OF WAY PERMIT APPLICATION**

**DEPARTMENT OF PUBLIC WORKS**

33325 8TH AVENUE SOUTH - FEDERAL WAY, WA 98003

PHONE 253-835-2725  FAX 253-835-2709

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**APPLICANT**

Tacoma Public Utilities-Water

**CONTACT PERSON**

Todd Honey

**MAILING ADDRESS**

3628 South 35th Street

Tacoma, Wa. 98409-3192

PHONE(S)

(253) 377-5846

**PROJECT NAME/JOBNUMBER**

**WORKTYPE/DESCRIPTION:**

*Project involves retrofit of an existing PRV vault, New prefabricated access ladder, replacement of the existing PRV valve, and replacement of associated pipe and valve appurtenances.*

*The existing vault lid will be removed and replaced with a custom lid, and the access into the vault will be relocated from south side to east side*

*Contractor shall do all demo and restoration work necessary to accomplish the afore mentioned work and to return the site to its current condition post-construction.*

**Proposed Start Date:** 11/07/22

**Projected Number of Working Days:** 10

**Pavement or Hard Surface Cut Required?**

- No [☐]  Yes [☐]

**Sidewalk Removal**

- No [☐]  Yes [☐]

**Trench in soft surface (dirt, grass, etc)**

- No [☐]  Yes [☐]

**Push or Bore**

- No [☐]  Yes, Length

**Utility Pothole?**

- Show type & location on plan

I certify under penalty of perjury that I am the property owner or authorized agent of the property owner/utility franchise. I certify that to the best of my knowledge, the information submitted in support of this permit application is true & correct. I certify that I will comply with all applicable City of Federal Way regulations pertaining to the work authorized by the issuance of a permit. I understand that the issuance of a permit does not remove the owner's responsibility for compliance with local, state, or federal laws regulating construction or environmental laws.

I further agree to hold harmless the City of Federal Way as to any claim (including costs, expense, and attorneys' fees incurred in the investigation and defense of such claim), which may be made by any person, including its officers and employees, upon the accuracy of the information supplied to the city as part of this application.

**Signature:**

Todd Honey

**Date:** 10/11/2022

**Print Name:**

--

**Required Submittals:**

- Site Plan
- Vicinity Map
- Traffic Control Plan
- Application Fee
- Bid
- Insurance Certificate

Call ONE CALL for locates 2 working days before you dig or drill. “It’s the law” 811 (RCW 19.122)

Do Not Write Below This Line
RIGHT OF WAY PERMIT GENERAL TERMS & CONDITIONS

1. Performance of work – All construction, excavation, installation, maintenance, and restoration (“Work”) to be performed in connection with this Permit shall be done in conformance with all applicable federal, state, and local laws and all City ordinances, codes, resolutions, regulations, standards, and procedures, as now or hereafter amended, including, but not limited to the following:

1.1 Traffic Controls. Traffic controls, signs, road obstructions, barricades, and traffic plans shall be in accordance with the Section K of the Washington State Standard Plans and Part VI of the Manual on Uniform Traffic Control Devices. In addition, multi-lane roads require sequential arrow board(s). Lane closure permitted between 8:30am & 3:00pm only. No lane closures will be allowed on a holiday or holiday weekend or after 12:00pm (noon) on a day prior to a holiday or holiday weekend. Holidays that occur on Fridays, Saturday, Sunday or Monday are considered a holiday weekend.

1.2 City Standards. All Work shall be in accordance with the Federal Way Development Standards or when applicable KC Road Standards, Standards and Specifications for Road, Bridge and Municipal Construction, as amended, and subject to the approval of the Public Works Director, or the Director’s designee.

1.3 Plans. The Permittee shall be accompanied by plans (“Plans”) drawn to working scale; commonly twenty feet (20') equals one inch (1”). The Plans shall describe the nature and location of the Work, specifying the names and/or numbers and widths of any affected rights-of-way. The Plans shall specify the location of existing utility facilities including storm drainage systems and specify the type of construction in detail. The Plans shall be approved by the Public Works Director of the Director’s designee prior to the issuance of this Permit. Any deviation from the Plans may be made only after Permittee has submitted revised plans showing the proposed revisions, which revised plans must be approved by the Public Works Director or the Director’s designee prior to commencement of the modified Work.

1.4 Pavement - Material Specifications. All hard surface roads are to be jackd or bored, unless otherwise agreed to in writing by the Public Works Director or the Director’s designee. Asphalt to be neat line saw cut one (1) foot back from the edge of the trench. Restoration of the right of way surface shall either include 100% crushed surfacing top course or CDF and three (3”) inches of hot mix asphalt or be replaced to the original condition if thicker, at the City’s sole discretion. Concrete is not to be used in travel lanes. All materials and compaction shall be in accordance with the “Standards and Specifications for Road, Bridge and Municipal Construction,” as amended. HMA wearing ½” PG 64-22, base 1½” PG 64-22.

1.5 Backfill Materials. All trenches in the right of way shall be backfilled with 100% 5/8” crushed rock. When trench width is 18 inches or less, and is within the traveled way, trench will be backfilled with control density backfill (self compacted flowable fill) Class B as defined by Washington Aggregates and Concrete Association. The aggregate will be 3/8 inch minus.

1.6 Storage of Equipment & Materials. Equipment and materials are not to be stored in the right of way unless approved in writing by the City of Federal Way.

1.7 Sidewalk/Driveway. Whenever part of a square or slab of existing concrete sidewalk or driveway is cut or damaged, the entire square or slab shall be removed and replaced. All materials and compaction shall be in accordance with the City of Federal Way Development Standards. Wheel Chair Ramps must be replaced to meet ADA Standards. Concrete may not be placed in temperatures at or below freezing. 3000 psi. Maximum concrete accelerator .5%. Calcium is not permitted. Monolithic piers allowed.

1.8 Bury/Depth. All underground utility lines must have a minimum thirty-six (36”) inch cover from finished grade, ditch bottom, or natural ground. Refer to WSDOT Utility Manual for pipe cover requirements on State Routes; SR 18, SR 99, SR 161, SR 509.

1.9 Pre-Construction Meeting. In the event the City requires a pre-construction meeting, the necessity of such meeting is to be at the City’s sole discretion. Permittee shall be responsible for scheduling the meeting at least five (5) working days prior to the commencement of the Work.

1.10 Hours of Operation. Permittee may only perform work in the right of way between the hours of 8:30a.m. and 3:00p.m., Monday through Friday, unless different hours of operation are approved in writing by the City. No Work Is Permitted In The ROW On Weekends Or Holidays Observed By The City. No work will be permitted after 12pm (noon) on a day prior to a holiday weekend.

1.11 Removal of Trees. Permittee shall not clear, remove or disturb any trees or vegetation in the right of way without submitting a revegetation and erosion control plan, in form and content acceptable to the City.

2. NOTICE TO PUBLIC WORKS – Permittee shall notify the Public Works Department at least twenty-four (24) hours, but not more than Seventy-two (72) hours, prior to commencing the Work. Crew must call permit # and work location each morning they are to be working in town to verify the start of work. Failure to provide such notice will result in the assessment of a job start penalty charge per each occurrence, in addition to any other fees provided for in this Permit.

3. PENALTIES - Penalties up to One Thousand Dollars ($1,000.00) per day may be imposed by the City, payable on demand, if Permittee delays restoration, relocation, or removal of facilities beyond the time limits prescribed by the City pursuant to paragraphs 4, 5, 6, 7 or 8 herein or otherwise, or fails to complete the Work in a workmanlike manner, at the city’s sole discretion, or to complete the work prior to the expiration of this Permit, unless an extension has been granted. This penalty shall not constitute liquidated damages or an election of remedies by the City, but will be in addition to any other remedies available to the City at law, in equity, or by statute.

4. CITY’S RIGHT TO COMPLETE WORK - The City reserves the right to complete the Work, relocate or remove the facilities pursuant to paragraphs 5, 6, 7 or 8 herein or otherwise, and upon demand, Permittee shall pay to the City an amount equal to all of the City’s costs and expenses in performing such work.

5. RESTORATION- After completion of work authorized by this permit, the Permittee shall restore the right of way at its sole cost and expense, to a condition which is equivalent to or better than the condition of the right of way prior to commencing the Work and to a condition satisfactory to the City within 30 days. Permittee shall repair the damage at its sole cost and expense, without delay or interruption and within the time period prescribed by the City.

6. REPAIRING DAMAGE BY PERMITTEE- In the event that the Permittee in the course of performing the Work causes damage of any kind, Permittee shall repair the damage at its sole cost and expense, without delay or interruption and within the time period prescribed by the City.

7. RIGHTS RESERVED TO THE CITY – REMOVAL OF FACILITIES - The City reserves the right to use, occupy and enjoy its property for such purposes as it shall desire including, but not limited to, constructing or installing structures and facilities on the right of way, or developing, improving, repairing, or altering the right of way. Upon the City’s demand, the Permittee will, at its sole cost and expense, remove, repair, relocate, change, or reconstruct such facilities or installations pursuant to the City’s instructions and within the time period prescribed by the City.
8. **ABATEMENT OF UNSAFE CONDITIONS** - The City may, at any time and in its sole discretion, perform all work necessary to restore to a safe condition, any right of way left by the Permittee in a dangerous condition to life or property. Upon demand, the Permittee shall pay to the City all costs and expenses of such work.

9. **BUSINESS LICENSE** – Per Federal Way Revised Code section 12, all contractors/businesses performing work in the City of Federal Way must possess a valid City of Federal Way business license.

10. **PAYMENT OF FEES** – Permittee shall pay to the City immediately upon receipt of the City’s monthly invoice, all costs and expenses involved in administering this Permit, including, but not limited to, a permit fee and hourly rate charges for plan review and inspection of the Work.

11. **PERMIT REVOCATION** – This permit is revocable at any time by the City. The right to revoke is expressly reserved to the City.

12. **TERMINATION OF PERMIT** – In the event the City does not revoke this Permit pursuant to paragraph 11, this Permit expires on the date set forth on the cover page of this Permit; provided, however, that the Public Works Director or the Director’s designee may grant up to a six-month extension to this Permit, at his or her sole discretion, and only in the event the Permittee makes written application for an extension, pays all fees in advance, and has been found to have fully complied with all of the conditions and requirements of this Permit.

13. **INDEMNIFY AND HOLD HARMLESS** – The Permittee agrees to indemnify and hold harmless the City and its appointed and elected officials, officers, employees, agents, and volunteers from and against liability for all assessments, claims, demands, suits, and judgments, including costs and attorney fees, for injury to persons, death, or by Permittee’s breach of this contract. In the event it is determined that RCW 4.24.115 applies to this Permit, the Permittee agrees to defend, hold harmless, and indemnify the City to the maximum extent permitted hereunder, and specifically for its negligence concurrent with that of the City to the full extent of Permittee’s negligence. Permittee agrees to defend, indemnify, and hold harmless the City for claims by Permittee’s employees and agrees to waive its immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties, unless such claim is caused by the City’s negligence.

14. **NOTICE** – Permittee shall notify all property owners adjoining or in proximity to the right of way and all utility companies having facilities or installations in the right of way when such property may be exposed to the possibility of injury or damage. Permittee shall make all arrangements necessary to protect such property or utility from injury or damage. Coordinate with property owners for access during construction.

15. **TITLE** – This permit grants only the right to use the City’s interest in the right of way. The granting of this Permit is not a warranty that good title to any specific property is vested in the City.

16. **INSURANCE** – The Permittee shall procure and maintain, for the duration of this permit, the following insurance:

   16.1 **Minimum Limits of Insurance**. In the case of a contractor performing the work, comprehensive general liability insurance, in form approved by the City, with limits of liability not less than $500,000 per occurrence and $2,000,000 in the aggregate for personal injury, including death, and property damage. In the case of a homeowner performing the work on their own property, homeowners insurance is form acceptable to the City, with limits of liability not less than $300,000 for personal injury, including death, and property damage.

   16.2 **Deductibles and Self-Insured Retentions**. The City must approve all deductible or self-insured retention. At the option of the City, Permittee shall reduce or eliminate any such deductibles or self-insured retentions.

   16.3 **Mandatory Insurance Provisions**. Each policy shall contain, or be endorsed to contain, the following provisions:

   (i) The City, its officers, officials, employees and volunteers are to be named as additional insured;

   (ii) Coverage shall state that the Permittee’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability;

   (iii) Coverage shall not be suspended, cancelled or reduced in coverage or in limits except after thirty (30) days prior written notice to the City by certified mail, and return receipt requested; and

   (iv) Coverage shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance by the City, its officers, officials, employees, or volunteers shall be in excess of the Permittee’s, insurance and shall not contribute with it.

   16.4 **Verification of Coverage**. Permittee shall furnish the Public Works Department with Certificate(s) of Insurance and with original endorsement(s) affecting evidencing the coverage’s required by this permit. The certificates and endorsements shall be signed by a person authorized by the City to bind coverage on its behalf and are to be received and approved by the City before this Permit shall be issued. At the City’s request, Permittee shall deliver certified copies of all required insurance policies.

17. **BONDS OR ASSIGNMENT OF FUNDS** – The Permittee shall deliver to the City, inform satisfactory to the City, prior to the issuance of this Permit, either a Bond to Perform Work on City Rights of Way, or an assignment of Funds and Bank Certification in Lieu of Bond, in an amount not less than Ten Thousand Dollars and No/100 ($10,000), in favor of the City.

18. **ANTI-DISCRIMINATION** – In all hiring or employment made possible or resulting from this Permit and in all benefits of any services or activities resulting from this Permit, Permittee shall not discriminate against any person because of race, color, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, marital status, parental status, the presence of any sensory, mental or physical handicap, or the use of a trained dog-guide by a blind or deaf person unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Permittee shall not violate any of the terms of RCW 49.60, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination. Any violation of this provision shall be grounds for termination of this Permit and may result in ineligibility for further permits.

19. **NON-EXCLUSIVE RIGHT** – This permit shall not be deemed to be an exclusive right. It does not prohibit the City from granting any other permits to other public or private entities, and it does not prevent the City from using any affected right of way or affect its jurisdiction over any part of the right of way.

20. **REMEDIES NOT EXCLUSIVE** – No remedy provided for by this Permit shall be deemed exclusive, but shall be deemed cumulative in addition to every other remedy available to the City existing at law, in equity or by statute.

21. **NO ASSIGNMENT** – This Permit shall not be assigned by Permittee to any person or entity without the written consent of the City, which consent may be withheld for any reason.

**SPECIAL TERMS & CONDITIONS AS PRINTED ON PERMIT - FAILURE TO COMPLY WILL RESULT IN STOP WORK ORDER**

Last Update DECEMBER 2016
NOTES:

1. DUE TO EXISTING VAULT DIMENSIONS AND PIPING CONNECTION POINTS, THE WSDOT MANDATED 15' MINIMUM BETWEEN CENTER OF ACCESS LADDER AND HORIZONTAL OBSTRUCTION CANNOT BE ACHIEVED. THE ACCESS RISER HAS BEEN CENTERED IN THE AVAILABLE SPACE TO OPTIMIZE SPACE BETWEEN THE LADDER AND HORIZONTAL OBSTRUCTIONS.

2. COORDINATES REPORTED IN THE COORDINATE TABLE ARE BASED ON VAULT RECORD DRAWINGS AND MEASURED INTERIOR DIMENSIONS OF THE VAULT. CONTRACTOR TO FIELD VERIFY.
DEMO EXISTING 8" CLA-VAL PRV.
CONTRACTOR TO SALVAGE PRV BODY AND RETURN IT TO TACOMA WATER.

DEMO EXISTING 2" CORPS, BOTH SIDES OF PRV.

DEMO EXISTING LADDERS. CONTRACTOR TO PATCH EXISTING LADDER ANCHOR HOLES WITH A POLYMER MODIFIED, HIGH PERFORMANCE REPAIR MORTAR. SIKATOP-123 PLUS OR APPROVED EQUAL.

DEMO AND REMOVE EXISTING VAULT LID.

DEMO AND REMOVE EXISTING FLANGED COUPLING ADAPTER (FCA).

DEMO EXISTING 24" MANHOLE FRAME AND COVER.

DEMO AND REMOVE EXISTING VAULT LID, CONCRETE CONE, AND VAULT LID.

DEMO AND REMOVE EXISTING VAULT LID. CONCRETE CONE, AND CONCRETE BRICKS AND MORTAR. SEE IMAGE TO THE RIGHT HEREON.

DEMO AND REMOVE EXISTING VAULT LID. CONCRETE CONE, AND VAULT LID.

DEMO AND REMOVE EXISTING VAULT LID. CONCRETE CONE, AND VAULT LID.

DEMO EXISTING CAST IRON, FRAME, MORTAR AND BRICKS, CONCRETE CONE, AND VAULT LID.

EXPAT WATER RECORD DRAWINGS THE EXISTING VAULT LID IS A NO. 57T-38C COVER.

NOTES:

1. PER TACOMA WATER RECORD DRAWINGS THE EXISTING VAULT LID IS A NO. 57T-38C COVER.

2. PER TACOMA WATER RECORD DRAWINGS THE VAULT IS A 4'-8" X 7'-0" VAULT NO. 577-BL.

3. CONTRACTOR TO INTERNALLY BRACE EXISTING VAULT WALLS PRIOR TO REMOVAL OF VAULT LID. CONTRACTOR TO SUBMIT A BRACING PLAN STAMPED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF WASHINGTON FOR ENGINEER AND TACOMA WATER REVIEW AND APPROVAL.
NEW PRECAST CONCRETE LID, PRECASTER TO DESIGN. SEE DETAIL 4 ON DWG 17-01-65 FOR ADDITIONAL DETAILS. SEE NOTES 1 AND 2.

INSTALL NEW 8" CLA-VAL PRV MODEL 100-01, KC, X101 PREP, CLEAN, AND COAT EXTERNAL SURFACE OF EXISTING WSP INSIDE THE VAULT WITH SYSTEM NO. 9 COATING PER SPECIFICATION 09 96 00.

INSTALL (2) NEW 2" NPT CORPS BOTH SIDES OF PRV

INSTALL NEW LANE INTERNATIONAL POLYPROPYLENE COATED STEEL LADDER WITH BILCO LADDERUP SAFETY POST, OR APPROVED EQUALS NEW 2" NPT CORPS. INSTALL AT EXISTING LOCATIONS.

PRECAST CONCRETE RISER. HEIGHT AS NECESSARY TO MATCH EXISTING GRADE.

NEW LADDER. EXTEND LADDER AWAY FROM WALL AS NECESSARY FOR LADDER AND LADDER RUNG(S), IF NECESSARY, TO BE IN LINE WITH ONE ANOTHER AND PARALLEL TO INTERIOR OF VAULT WALL. CONTRACTOR TO SUBMIT ANCHORAGE PLAN TO THE ENGINEER AND TACOMA WATER FOR REVIEW AND APPROVAL.

FIELD LOCATE VALVE PICK ANCHOR ON BOTTOM OF VAULT LID, 600LB RATING.

CENTERLINE OF EXISTING PIPE

NEW PRECAST CONCRETE LID, PRECASTER TO DESIGN SEE DETAIL 4 ON DWG 17-01-65 FOR ADDITIONAL DETAILS. SEE NOTES 1 AND 2.

NOTES:
1. CONTRACTOR SHALL MAINTAIN BRACING INSIDE THE VAULT UNTIL NEW LID AND BACKFILL HAVE BEEN PLACED.
2. NEW VAULT LID SHALL BE AS HEAVY OR LIGHTER THAN THE EXISTING LID AND SHALL MEET THE SAME LOADING REQUIREMENTS AS THE EXISTING VAULT LID.
SECTION THROUGH STRUCTURE

NOTES:
1. PAVEMENT CUT SHALL BE CIRCULAR AND CENTERED ON THE CENTER OF THE MANHOLE FRAME AND COVER. RECTANGULAR OR POLYGON CUTS ARE NOT ALLOWED.
2. INSTALL NEW COMPOSITE ACCESS PRODUCTS COMPOSITE LID ASSEMBLY, OR APPROVED EQUAL, PER MANUFACTURER’S RECOMMENDATIONS. SET TOP OF ASSEMBLY TO BE FLUSH WITH EXISTING ROAD SURFACE.
3. MANHOLE LID SHALL BE MECHANICALLY COMPACTED IN 3" MAX. LIFTS.
4. BASE STRUCTURE TO THE REQUIRED ELEVATION AND SLOPE USING CONCRETE RISER RINGS AS NECESSARY. TO ACHIEVE A WATER-TIGHT CONSTRUCTION, GROUT MISMATCHES OF EACH JOINT USING A LAYER OF NON-SHRINK MORTAR NO MORE THAN 3/4" THICK, AND FINISHED SMOOTH.

MANHOLE LID IN ROADWAY

NOTES:
1. CONTRACTOR SHALL CLEAN THE INTERIOR AND TOP OF VAULT WALL PRIOR TO INSTALLING NEW LID.
2. CONTRACTOR TO FIELD VERIFY DIMENSION AND NOTIFY TACOMA WATER IF DIMENSION IS LESS THAN 3".
3. NEW VAULT LID SHALL BE AS HEAVY OR LIGHTER THAN THE EXISTING LID AND SHALL MEET THE EQUIVALENT CONTEMPORARY TRAFFIC-RATED LOAD MODEL AS THE EXISTING VAULT LID.
4. GROUT INSIDE OF JOINT BETWEEN EXISTING VAULT WALLS AND NEW LID USING A LAYER OF NON-SHRINK MORTAR NO MORE THAN 3/4" THICK, AND FINISHED SMOOTH.

EXCAVATION EDGE RESTORATION

NOTES:
1. FOR EXCAVATIONS GREATER THAN 18" WIDE, ALL BACKFILL IN LEFT-OFF-WAY SHALL BE MIN. 5/8" CSTC.
2. SEE DETAIL 1 BeHIND FOR PAVEMENT RESTORATION OVER THE VAULT WALL AND ADJACENT TO THE NEW MANHOLE FRAME AND COVER.

PRECAST VAULT LID PLAN AND SECTION

NOTES:
1. CONTRACTOR SHALL FIELD VERIFY ALL INTERIOR DIMENSIONS OF THE EXISTING VAULT PRIOR TO BEGINNING CONSTRUCTION.

FRAME FOR ROUND LOCKING COVER

NOTES:
1. PAVEMENT CUT SHALL BE CIRCULAR AND CENTERED ON THE CENTER OF THE MANHOLE FRAME AND COVER. RECTANGULAR OR POLYGON CUTS ARE NOT ALLOWED.
2. INSTALL NEW COMPOSITE ACCESS PRODUCTS COMPOSITE LID ASSEMBLY, OR APPROVED EQUAL, PER MANUFACTURER’S RECOMMENDATIONS. SET TOP OF ASSEMBLY TO BE FLUSH WITH EXISTING ROAD SURFACE.
3. MANHOLE LID SHALL BE MECHANICALLY COMPACTED IN 3" MAX. LIFTS.
4. BASE STRUCTURE TO THE REQUIRED ELEVATION AND SLOPE USING CONCRETE RISER RINGS AS NECESSARY. TO ACHIEVE A WATER-TIGHT CONSTRUCTION, GROUT MISMATCHES OF EACH JOINT USING A LAYER OF NON-SHRINK MORTAR NO MORE THAN 3/4" THICK, AND FINISHED SMOOTH.
BUFFER DATA

LONGITUDINAL BUFFER SPACE = B

<table>
<thead>
<tr>
<th>SPEED (MPH)</th>
<th>25</th>
<th>30</th>
<th>35</th>
<th>40</th>
<th>45</th>
<th>50</th>
<th>55</th>
<th>60</th>
<th>65</th>
<th>70</th>
</tr>
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<tr>
<td>LENGTH (ft)</td>
<td>155</td>
<td>200</td>
<td>250</td>
<td>305</td>
<td>360</td>
<td>425</td>
<td>495</td>
<td>570</td>
<td>645</td>
<td>750</td>
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TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R

<table>
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<tr>
<th>HOST VEHICLE WEIGHT</th>
<th>9,900 TO 22,000 lbs.</th>
<th>&gt; 22,000 lbs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPEED (MPH)</td>
<td>45 TO 55</td>
<td>60 TO 65</td>
</tr>
<tr>
<td>LENGTH (feet)</td>
<td>155</td>
<td>200</td>
</tr>
</tbody>
</table>

NO SPECIFIED DISTANCE REQUIRED

SIGN SPACING = X (1)

| RURAL HIGHWAYS | 60 TO 65 MPH | 70 |
| RURAL ROADS | 45 TO 55 MPH | 70 |
| RURAL ROADS & URBAN ARTERIALS | 35 TO 40 MPH | 70 |
| RURAL ROADS, URBAN ARTERIALS & RESIDENTIAL & BUSINESS DISTRICTS | 25 TO 30 MPH | 70 |
| URBAN STREETS | 25 MPH OR LESS | 70 |

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVeways.

(2) THE SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

NOTES

1. ALL SIGNS ARE BLACK ON ORANGE.
2. EXTENDING THE CHANNELIZING DEVICE TAPER ACROSS SHOULDER IS RECOMMENDED.
3. NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.
4. SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.

NOT TO SCALE

ONE-LANE, TWO-WAY TRAFFIC CONTROL
WITH FLAGGERS

FLAGGING STATION
TEMPORARY SIGN LOCATION
CHANNELIZING DEVICES
PROTECTIVE VEHICLE
APPENDIX B

Signature Page
Bid Proposal Sheet
Certification of Compliance with Wage Payment Statutes
State Responsibility and Reciprocal Bid Preference Information
EIC Utilization Form
Record of Prior Contracts
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. TW22-0339N
Federal Way PRV Vault Modification

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

______________________________________________

Address

______________________________________________

City, State, Zip

______________________________________________

Authorized Signatory E-Mail Address

______________________________________________

E.I. No. / Federal Social Security Number Used on Quarterly

Federal Tax Return, U.S. Treasury Dept. Form 941

______________________________________________

E-Mail Address for Communications

______________________________________________

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

______________________________________________

Printed Name and Title

______________________________________________

(Area Code) Telephone Number / Fax Number

______________________________________________

State Business License Number (See Ch. 18.27, R.C.W.)

______________________________________________

State Contractor’s License Number

______________________________________________

Federal Tax Return, U.S. Treasury Dept. Form 941

______________________________________________

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>Lump Sum</td>
<td>1</td>
<td>$___________</td>
</tr>
<tr>
<td>2</td>
<td>Custom precast concrete vault lid</td>
<td>Lump Sum</td>
<td>1</td>
<td>$___________</td>
</tr>
<tr>
<td>3</td>
<td>Circular precast concrete Riser</td>
<td>Lump Sum</td>
<td>1</td>
<td>$___________</td>
</tr>
<tr>
<td>4</td>
<td>Prefabricated polypropylene coated steel ladder</td>
<td>Lump Sum</td>
<td>1</td>
<td>$___________</td>
</tr>
<tr>
<td>5</td>
<td>Ladder up Safety Post</td>
<td>Lump Sum</td>
<td>1</td>
<td>$___________</td>
</tr>
<tr>
<td>6</td>
<td>(2) 2” NPT Corps</td>
<td>Lump Sum</td>
<td>1</td>
<td>$___________</td>
</tr>
<tr>
<td>7</td>
<td>8” CLA-VAL PRV</td>
<td>Lump Sum</td>
<td>1</td>
<td>$___________</td>
</tr>
<tr>
<td>8</td>
<td>24” diameter composite manhole cover and frame</td>
<td>Lump Sum</td>
<td>1</td>
<td>$___________</td>
</tr>
<tr>
<td>9</td>
<td>Pick anchor</td>
<td>Lump Sum</td>
<td>1</td>
<td>$___________</td>
</tr>
<tr>
<td>10</td>
<td>Flanged Coupling Adapter.</td>
<td>Lump Sum</td>
<td>1</td>
<td>$___________</td>
</tr>
<tr>
<td>11</td>
<td>Demobilization</td>
<td>Lump Sum</td>
<td>1</td>
<td>$___________</td>
</tr>
</tbody>
</table>

Total Base Bid $______________
Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date 11/3/2022, 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.
State Responsibility and Reciprocal Bid Preference Information

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

<table>
<thead>
<tr>
<th>Number:</th>
<th>Effective Date:</th>
<th>Expiration Date:</th>
</tr>
</thead>
</table>

Current Washington Unified Business Identifier (UBI) Number:

<table>
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<tr>
<th>Number:</th>
</tr>
</thead>
</table>

Do you have industrial insurance (workers’ compensation) Coverage for your employees working in Washington?

- ☐ Yes
- ☐ No
- ☐ Not Applicable

Washington Employment Security Department Number

<table>
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<tr>
<th>Number:</th>
</tr>
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</table>

☐ Not Applicable

Washington Department of Revenue state excise tax Registration number:

<table>
<thead>
<tr>
<th>Number:</th>
</tr>
</thead>
</table>

☐ 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 EQUITY IN CONTRACTING (EIC) AND LEAP PROGRAMS

Bidders Special Instructions

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

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

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

All EIC requirements are met by using certified companies from the OMWBE Directory.
- To fulfill SBEs requirements, bidders can use SBEs and/or DBEs from the OMWBE directory*.
- To fulfill WBE requirements, bidders can use WBEs from the OMWBE directory*.
- To fulfill MBE requirements, bidders will use MBEs from the OMWBE directory*.

*To consult the OMWBE Directory, click here: 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 non-responsive.
Post-Award Important Information

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

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

- **LCP Tracker** - This system must be used for submitting certified payroll(s) for both EIC and LEAP compliance.

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

*EIC & LEAP STAFF Contact Information*

- For questions regarding Certifications, EIC Compliance and B2GNow support, contact EIC Staff:
  - Malika Godo at (253) 591-5630, or via email at 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
EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

It is the bidder’s responsibility to ensure that the subcontractor(s) listed on the EIC Utilization Form are currently certified by the State of Washington’s Office of Minority and Women Business Enterprises (OMWBE) at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5826 between 8 AM and 5 PM, Monday through Friday or the OMWBE Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

EQUITY IN CONTRACTING REQUIREMENTS

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<tr>
<td>1%</td>
<td>0%</td>
<td>1%</td>
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</table>

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:
Date of Record: 10/11/2022
Project Spec#: TW22-0339N
Project Title: Federal Way PRV Vault Modification

*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.
**EQUITY IN CONTRACTING UTILIZATION FORM**

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

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

Bidder’s Name: __________________________________________________________

Address: __________________________________________ City/State/Zip: __________

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

<table>
<thead>
<tr>
<th>a. Business Name and Certification Number(s)</th>
<th>b. MBE, WBE, or SBE (Write all that apply)</th>
<th>c. NAICS code(s)</th>
<th>d. Contractor Bid Amount (100%)</th>
<th>e. Material Supplier Bid Amount (20%)</th>
<th>f. Estimated MBE Usage Dollar Amount</th>
<th>g. Estimated WBE Usage Dollar Amount</th>
<th>h. Estimated SBE Usage Dollar Amount</th>
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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 __________________________

CCD/EIC/BID DOCS revised March 4, 2022
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 EICOoffice@cityoftacoma.org for additional information.
# RECORD OF PRIOR CONTRACTS

NAME____________________________ ADDRESS____________________________

Type of Work____________________________ Specification No.________________

<table>
<thead>
<tr>
<th>Beginning Date</th>
<th>Completion Date</th>
<th>Contract With</th>
<th>Contact Person Phone #</th>
<th>Amount of Contract</th>
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Remarks: ____________________________

__________________________________________

Form No. SPEC-160A Revised: 01/2006
APPENDIX C

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

1. GENERAL REQUIREMENTS

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

1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.

1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.

1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.

1.4. Insurance policies required under this Contract that name “City of Tacoma” as Additional Insured shall:
   1.4.1. Be considered primary and non-contributory for all claims.
   1.4.2. Contain a “Separation of Insured provision and a “Waiver of Subrogation” clause in favor of City of Tacoma.

1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.

1.6. Verification of coverage shall include:
   1.6.1. An ACORD certificate or equivalent.
   1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
   1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

1.7. Liability insurance policies, with the exception of Professional Liability and Workers’ Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
   1.7.1. No specific person or department should be identified as the additional insured.
   1.7.2. All references on certificates of insurance and endorsements shall be listed as “City of Tacoma”.
1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. 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.

1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.

1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).

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

1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:
A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
4.2 **Commercial (Business) Automobile Liability Insurance**
Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars ($1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if “Pollutants” are to be transported.

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

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

4.5 **Pollution Liability Insurance**
Contractor shall maintain a Pollution Liability or Environmental Liability Insurance providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage shall provide both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor’s work with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) aggregate. This policy shall include Environmental Resource Damage coverage and Hazardous Substance Removal. If such coverage is provided on a “claims-made” basis, the following additional conditions must be met:

4.5.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.

4.5.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.

4.6 **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.
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"). [Contract date should match date of award letter and month should be formally spelled out]

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.

[Delete this highlighted sentence, paragraph III and sub-bullets #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a spec, contract, or bonds)]

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 Appendixes A and B.
2. List remaining Contract Documents in applicable controlling order. [If the only contract documents are the specification and submittal and no exceptions are taken in the submittal, this section should be deleted]

IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxx [Complete as needed and as stated in the specification]

V. The total price to be paid by City for Contractor’s full and complete performance hereunder, including during any authorized renewal terms, may not exceed: $[Dollar Amount], plus any applicable taxes.

VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

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

IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

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

CITY OF TACOMA:                      CONTRACTOR:
Signature:                      Signature:

Name:                      Name:
Title:                      Title:

(City of Tacoma use only - blank lines are intentional)

Director of Finance:

Deputy/City Attorney (approved as to form):

Approved By:

Approved By:

Approved By:

Approved By:

Approved By:

Approved By:
PERFORMANCE BOND
TO THE CITY OF TACOMA

[Signature]

Resolution No.

That we, the undersigned, __________
as principal, and ________
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of

$ ______________

, for the payment whereof Contractor and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No.

Specification Title:

Contract No.

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

_________________________

By: _______________________

Surety:

_________________________

By: _______________________

Agent’s Name: _______________________

Agent’s Address: _______________________

Form No. SPEC-100A 04/09/2020
PAYMENT BOND
TO THE CITY OF TACOMA

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

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(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 in Pierce County, WA.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of “Surety Companies Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Department of the Treasury.
One original bond shall be executed, and be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: Enter Vendor Legal Name

By: ____________________________________________

Surety:

_____________________________________________

By: ____________________________________________

Agent's Name: __________________________________

Agent's Address: ________________________________
GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for Project / Spec. # between __________________________ and the City of Tacoma, (Themselves or itself) 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 ________________