



City of Tacoma, WA

**TACOMA WATER
REQUEST FOR BIDS**

SPECIFICATION NO. TW23-0242F

99th & Aqueduct PRV Station Replacement

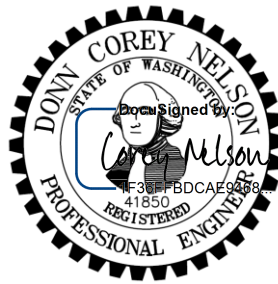
CITY OF TACOMA

TACOMA WATER

SPECIFICATION NO. TW23-0242F
99th & Aqueduct PRV Station Replacement

June 2024

JACKIE FLOWERS
DIRECTOR OF UTILITIES



06/05/2024

PREPARED BY Corey Nelson, P.E.

UTILITIES ADMINISTRATION BUILDING TACOMA, WA 98409



City of Tacoma
Tacoma Water

REQUEST FOR BIDS TW23-0242F
99th & Aqueduct PRV Station Replacement

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, July 9, 2024

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

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, sendbid@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

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

Bid Opening: Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 a.m. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at 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 8:30 a.m., PST, Friday, June 28, 2024 via [TEAMS](#).

Project Scope: The City of Tacoma (City) / Department of Public Utilities (TPU) / Water Division is soliciting bids to establish a contract for the construction of a new pressure reducing valve (PRV) station, located in unincorporated Pierce County near the Parkland–Spanaway–Midland communities. The project includes the installation of a City pre-purchased vault (base, solid wall center, and top), 12" Cla-Val, two (2) 12" FLxPE ductile iron spool pieces, miscellaneous piping, valves and appurtenances necessary to complete the work. The work will include delivering the vault components, excavation and setting the vault, multiple concrete cores on the vault (while in-place), installation of ductile iron main and fittings, making two connections to existing water main, constructing specialized concrete anchors on either side of the vault, and the installation of various transition couplings, valving, steel fitting fabrication, strainer, dismantling joint, and miscellaneous fittings in accordance with the project drawings. The Contractor shall do all demo and restoration work necessary to accomplish the aforementioned work and return the site to its current condition.

Estimate: \$180,000.00

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave in accordance with State of Washington law.

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

Title VI Information:

“The City of Tacoma” in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises 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 Brandon Snow, Senior Buyer, by email to bsnow@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.

SPECIFICATION CONTENTS

This Specification contains the following:

1. Request for Bids
2. Specification Contents
3. Bidders Submittal Package Checklist
4. Special Notice to Bidders
5. General Provisions
6. Special Provisions
7. Technical Provisions
8. Appendix A, B & C

APPENDIX A

DRAWINGS

CA-799 Sheet 1 Cover Sheet for 99th & Aqueduct PRV Station Replacement

CA-799 Sheet 2 Legend and Abbreviations for 99th & Aqueduct PRV Station Replacement

CA-799 Sheet 3 Vault and Water Main Site Layout 99th & Aqueduct PRV Station Replacement

CA-799 Sheet 4 Vault Penetration & Thrust Anchor Detail 99th & Aqueduct PRV Station Replacement

CA-799 Sheet 5 Vault Vent Pipe, Drain Line, & Ladder Detail 99th & Aqueduct PRV Station Replacement

CA-799 Sheet 6 PRV Details 99th & Aqueduct PRV Station Replacement

PHOTOS

Photo 1 – ROW photo

PERMITS

Pierce County ROW Permit

Oldcastle Vault Detail

APPENDIX B

Signature Page

Bid Proposal Sheet

Bid Bond Form

Certification of Compliance with Wage Payment Statutes

State Responsibility & Reciprocal Bid Preference Information

City of Tacoma Equity in Contracting (EIC) – Bidders Special Instructions

Equity in Contracting (EIC) Utilization Form

Statement of Qualifications

Substitution Request Form


APPENDIX C

City of Tacoma Insurance Requirements for Contracts
Contract – Sample Document
Performance Bond
Payment Bond
General Release Form

Bidders Submittal Package Checklist

BIDDERS SUBMITTAL PACKAGE SUBMITTAL CHECKLIST

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

The following items make up your complete submittal package (include all the items below):	
Signature Page (Appendix B)	
Bid Proposal (Appendix B)	
Bid Bond (Appendix B)	
State Responsibility and Reciprocal Bid Preference Information (Appendix B)	
Certification of Compliance with Wage Payment Statutes (Appendix B)	
Statement of Qualifications (Appendix B)	
EIC Utilization Form (Appendix B)	
After award, the following documents will be executed:	
Contract (Appendix C)	
Certificate of Insurance an applicable endorsements (Appendix C)	
Performance and Payment Bonds (Appendix C)	

Special Notice to Bidders

**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 chapters 18.27 RCW, 18.106 RCW, 70.87 RCW, 19.28 RCW, which must have been in effect **at the time of bid submittal**;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).
5. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW and must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – APPLICABLE

Pursuant to RCW 39.04.350(3), the Bidder shall demonstrate to the satisfaction of the City of Tacoma that the Bidder is qualified to perform the work under this Contract and therefore is a responsible Bidder. To be responsible, the Bidder, must demonstrate an appropriate level of experience, technical competence and successful past performance of work. The information in the Statement of Qualifications Form will assist the City of Tacoma in making such determination.

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.

General Provisions

GENERAL PROVISIONS

(Revised December 15, 2020)

SECTION I - BIDDING REQUIREMENTS

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent's Proposal

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

B. Alterations of Proposals Not Allowed

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

C. Filling Out City Proposal Sheets

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

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

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

1.03 RESPONDENT'S BOND OR CERTIFIED CHECK

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

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

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

1.04 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE

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

1.05 LICENSES/PERMITS

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

1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

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

1.07 BID IS NONCOLLUSIVE

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

1.08 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

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

B. Prequalified Electrical Contractor

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

C. Insertions of Material Conflicting with Specifications

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

D. Correction of Ambiguities and Obvious Errors

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

1.09 WITHDRAWAL OF BID

A. Prior to Bid Opening

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

B. After Bid Opening

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

1.10 OPENING OF BIDS

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

1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION

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

1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

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

1.13 TAXES

A. Include In Proposal All Taxes

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

B. Federal Excise Tax

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

C. City of Tacoma Business and Occupation Tax

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

1.14 FIRM PRICES/ESCALATION

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

1.15 AWARD

A. Construction and/or Labor Contracts

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

B. Supply/Equipment Contracts

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

1.16 INCREASE OR DECREASE IN QUANTITIES

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

1.17 EXTENSION OF CONTRACT

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

1.18 PAYMENT TERMS

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

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

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

1.20 COOPERATIVE PURCHASING

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

1.21 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

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

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

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

1.22 FEDERAL AID PROJECTS

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

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

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

B. Surety Bonds

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

C. Independent Contractor

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

2.02 CONFLICTS IN SPECIFICATIONS

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

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

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

2.03 INSPECTION

A. Of the Work

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

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

B. Inspector's Authority

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

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

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

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

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

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

2.05 INDEMNIFICATION

A. Indemnification

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

B. Limitation of Liability for Primarily Supply-Type Contracts

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

2.06 CONTRACTOR'S INSURANCE

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

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

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

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

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

D. Subletting

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

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

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

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

2.08 DELAY

E. Extension of Time

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

F. Unavoidable Delay

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

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

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

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

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

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

B. Guarantee for Supply Contracts

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

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

C. Guarantee Period Extension

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

2.10 DEDUCTIONS FOR UNCORRECTED WORK

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

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

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

B. Termination for Cause

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

2.12 LIENS

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

2.13 LEGAL DISPUTES

A. General

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

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

B. Attorney Fees

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

2.14 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

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

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

2.15 PACKING SLIPS AND INVOICES

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

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

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

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

2.16 APPROVED EQUALS

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

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

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

2.17 ENTIRE AGREEMENT

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

2.18 CODE OF ETHICS

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

2.19 FEDERAL FINANCIAL ASSISTANCE

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

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

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

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

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

C. CLEAN AIR ACT

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

D. FEDERAL WATER POLLUTION CONTROL ACT

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

E. DEBARMENT AND SUSPENSION

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

F. BYRD ANTI-LOBBYING AMENDMENT

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

_____ Date

G. PROCUREMENT OF RECOVERED MATERIALS

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

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

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

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

3.01 RESPONDENT'S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

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

3.04 TRENCH EXCAVATION BID ITEM

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

3.05 SAFETY

A. General

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

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

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

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

B. Work Hazard Analysis Report

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

3.06 PROTECTION OF WORKERS AND PROPERTY

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

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

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

3.07 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

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

B. Character of Contractor's Employees

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

3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

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

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

B. Prevailing Wages

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

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

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

3.09 COPELAND ANTI-KICKBACK ACT

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

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

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

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

3.10 CHANGES

A. In Plans or Quantities

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

B. Extra Work

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

C. Extra Work - No Agreed Price

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

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

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

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

D. Claims for Extra Work

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

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

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

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

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

3.13 FINAL PAYMENT

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

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

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

3.14 FAILURE TO COMPLETE THE WORK ON TIME

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

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

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

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

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

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

3.16 LIST OF SUBCONTRACTORS

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

Special Provisions

CITY OF TACOMA
TACOMA PUBLIC UTILITIES
TACOMA WATER

SPECIAL PROVISIONS

99TH & AQUEDUCT PRV STATION REPLACEMENT

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CITY OF TACOMA
TACOMA PUBLIC UTILITIES
TACOMA WATER

SPECIAL PROVISIONS

99TH & AQUEDUCT PRV STATION REPLACEMENT

1. MINIMUM REQUIREMENTS

Only bids from contractors with satisfactory experience and a successful performance record will be considered in awarding the contract. The successful Contractor shall have completed a minimum of five (5) projects of similar size and scope within the last five (5) years in the construction, disinfection and pressure testing of 8-inch and larger pressure reducing valve stations for potable water distribution systems. Bidders must complete the Statement of Qualifications Form located in Appendix B included in this Specification and submit it with their bid proposal. Statements of Qualifications not demonstrating adequate experience may be deemed non-responsible. The City shall be the sole judge of the bidder's ability to meet the requirements.

2. INSURANCE REQUIREMENTS

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

3. DESCRIPTION OF WORK

The City of Tacoma (City) / Department of Public Utilities (TPU) / Water Division is soliciting bids to establish a contract for the construction of a pressure reducing valve (PRV) station, located in unincorporated Pierce County. The project includes the installation of a City pre-purchased vault (base, solid wall center, and top), a 12" Cla-Val, two (2) 12" FLxPE ductile iron spool pieces, and miscellaneous piping, valves and appurtenances necessary to complete the work.

The work will include transport and delivery of the vault components, excavation and setting the vault, multiple concrete cores on the vault (in-situ), installation of ductile iron main and fittings, making two connections to existing water main, constructing specialized concrete anchors on either side of the vault, installation of vault vent pipes and sump drainage, and the installation of various transition couplings, valving, steel fitting fabrication, strainer, dismantling joint, and miscellaneous fittings in accordance with the project drawings.

To accomplish this project, several phases must be completed, including but not limited to the following:

- Removal of a portion of the existing water main prior to vault excavation. This will include cutting the existing 12-inch ductile main in two locations.

The bypass valves on the inlet/outlet will be closed during the work, and the existing water main (10" AC) in 99th St E will remain in service.

- Delivery of the City pre-purchased vault from the Water Division yard (3628 S. 35th St, Tacoma, WA) to the job location (approximately 203 99th St E, Tacoma WA 98455). The vault is in three pieces: base (11,340 lbs), solid wall center (9,600 lbs), and top (9,750 lbs). The overall size of each section is 10'-8" long and 8'-8" wide. A detailed vault drawing is located in Appendix A - Miscellaneous.
- Excavation and placement of the vault base, solid wall center and top. An appropriate base course, compacted to required density, will be required. The vault must align with the existing 12-inch ductile iron as shown in the Drawings.
- Concrete coring for each 12" ductile penetrations, including coring for the ventilation piping, drain piping, and conduit to the existing vault will be made after the vault is installed. The drawings specify the required core size for each component listed above.
- Fabricating two (specialized) concrete anchors at each end of the vault for the 12" pipe penetrations. These anchors must be constructed in accordance with the drawings. Each will utilize the City pre-purchased ductile iron FL x PE spool pieces. Careful attention must be made to the elevation and bolt pattern alignment.
- Install 12-inch ductile iron main and fittings as required to make the connections (see project drawings), ventilation piping, and sump drain.
- Install PRV, strainer, valve(s), dismantling joint and specially fabricated steel fittings (see project drawings).

4. ANTICIPATED CONTRACT TERMS

The term of the contract will end in accordance with the Special Provisions. The Contractor will have 120 calendar days to successfully complete the project from the written Notice to Proceed. Tacoma Water may exercise the option of installing a steel spool in place of the Neptune strainer if lead time prohibits completion by December 1, 2024.

5. 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:

Pre-Bid Meeting:	6/28/2024
Question Deadline:	6/28/2024
City response to Questions:	7/1/2024
Submittal Due Date:	7/9/2024
Anticipated Award Date:	7/2024

6. BID INQUIRIES

- 6.1 Questions and request for clarifications of the specifications may be submitted in writing to Brandon Snow, Purchasing Division, via email to bsnowcityoftacoma.org. The Subject line shall read: TW23-0242F – 99th & Aqueduct PRV Station Replacement – (VENDOR NAME).

- 6.2 Questions are due by 3 pm on the date included in the Calendar of Events section. No further questions will be accepted after this date and time.
- 6.3 Questions marked confidential will not be answered or included.
- 6.4 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 6.5 The answers are not typically considered an addendum.
- 6.6 The City will not be responsible for unsuccessful submittal of questions.
- 6.7 Written answers to questions will be posted alongside these specifications at www.tacomapurchasing.org.

7. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held at 8:30 a.m., PST, Friday, June 28, 2024 via TEAMS.

8. DISCLAIMER

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

9. RESPONSIVENESS

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

10. ADDITIONAL INFORMATION

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.

11. AWARD

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

Award will be made to the lowest responsive, responsible bidder who meet the criteria listed in these Specifications.

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 and 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 of the following:

- A. Compliance with these Specifications.
- 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:
- F. Ability, capacity, organization, technical qualifications, and skill to perform the contract or provide the services required.
- G. References, judgment, experience, efficiency, and stability.
- H. Whether the contract can be performed within the time specified.
- I. Quality of performance of previous contracts or services

12. PREVAILING WAGE INFORMATION

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

The project site is located in Pierce County.

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

If the project is not awarded within six months of the submittal deadline, the award date is the effective date.

If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.

Janitorial contracts follow WAC 296-127-023.

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

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

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

REQUIRED FILINGS

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

A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.

An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

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

13. BID BOND, PERFORMANCE BOND AND PAYMENT BOND

A bid bond is required for this project. A bid bond form is located in Appendix B. If submitting your bid electronically, a scanned version of the original bid bond or cashier's check shall accompany your electronic bid submittal. The original bid bond or cashier's check shall be sent to the City and received within 7 calendar days of the bid opening or the bidder may be deemed non-responsive. Original bid bonds or cashier's check will be delivered to:

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

A performance bond and a payment bond are both 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 bonds 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.

14. WARRANTY

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.

15. INSPECTION

All goods and services are subject to inspection and final acceptance by the City. If any inspection fails, the Contractor 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 or equipment failing to meet the requirements of this contract will be held at the Contractor's risk and may be returned to the Contractor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the Contractor.

16. COMPLIANCE WITH SPECIFICATIONS

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

17. MATERIALS AND WORKMANSHIP

The successful bidder shall be required to furnish all materials necessary to perform the contractual requirements as specified in these Specifications. 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.

Work shall be performed in a workmanlike manner, by craftsmen skilled in the particular trade, according to best method known for each craft. Work shall be performed in accordance with the Engineer approved Plans, Specifications, manufacturers' recommendations, and the best practices of the trade. Completed work shall present a neat and finished appearance. Lay work to true lines, plumb and level, except as otherwise noted.

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

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

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

18. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the [City's Sustainable Procurement Policy](#) and [Climate Action Plan](#), it is the policy of the City 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 encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

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

19. EQUITY IN CONTRACTING (EIC)

This project has EIC requirements. See Appendix B for City of Tacoma Equity in Contracting requirements for this project.

20. 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
- B. Washington State Department of Ecology Chapters 173-303 WAC, 173-304 WAC, 173-350 WAC
- C. Code of Federal Regulations Chapters 29 and 40.

21. HOURS OF WORK

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 7:30 a.m. to 4:30 p.m. with a maximum 1-hour lunch break and a 5-day work week, Monday through Friday.

If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:30 a.m. or after 4:30 p.m. on any day, the Contractor shall apply in writing to the Engineer for permission to work such times. Permission to work longer than an 8-hour period between 7:30 a.m. and 4:30 p.m. is required. Such requests shall be submitted to the Engineer no later than seven (7) days prior to the day for which the Contractor is requesting permission to work.

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

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

22. PERMITS

A right-of-way utility permit is required for work inside Pierce County's right-of-way. Tacoma Water has obtained an approved Pierce County ROW permit for this work (See Appendix A). The Contractor shall become familiar with and comply with all permit terms and conditions relating to the work.

The Contractor will be responsible for obtaining and paying for 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 permits

All other permits necessary for the completion of this project shall be the responsibility of the Contractor. The Contractor shall pay for, pick up and sign for any construction or transportation permits and all other permits that may be necessary.

23. GENERAL SPECIFICATIONS

Any part of the work not specifically covered by these Specifications shall comply with applicable sections of the latest editions of: Washington State Department of Transportation Standard Specification dated 2023 (WSDOT Standard Specifications), Washington State Department of Transportation Construction Manual, American Water Works Association (AWWA) Standard, National Electric Code (N.E.C.), the International Building Code (I.B.C.), Underwriters Laboratories (U.L.), the laws of the State of Washington, Tacoma Water, Tacoma Power and Puget Sound Energy Standards.

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

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

24. ENGINEER APPROVED EQUAL

When the statement “Engineer Approved Equal” is made on the drawing or in the Specification, it shall mean a like product, of equal or better quality, suitability, reliability, performance, and dimension to the specified item or product. Pre-submittal requests for equal or better substitutions may be submitted to Brandon Snow, Senior Buyer, at bsnow@cityoftacoma.org no later than Thursday, 3:00 p.m. Pacific Time, June 28, 2024. The Substitution Request Form can be found in Appendix B. If the Engineer does not consider the proposed substitute item or product an approved equal or better, it may be rejected. The decision of the Engineer is final.

25. 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.

26. TEMPORARY FACILITIES

There are no facilities at this location. 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 be required to provide water as necessary for construct purposes.

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.

27. 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.

28. 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.

29. 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.

30. EXISTING CONDITIONS

Prior to submitting their bid proposal, all bidders are responsible for examining the site and comparing it against these Specifications and Plans 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).

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 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.

31. 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 will be by written Notice to Proceed.

The Contractor shall complete all work 120 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.

Following award of the contract, the Engineer will notify the selected Bidder of the time and date of the pre-construction meeting to be held at the Tacoma Public Utilities Building. The meeting agenda will cover contract compliance, safety and construction. The Contractor is encouraged to have representatives from his/her sub-contractors and their on-site forepersons in attendance.

The following construction documents will be submitted:

1. Materials Submittals
2. Emergency Contact List
3. Construction Schedule

32. 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.

33. CONSTRUCTION PROGRESS SCHEDULES

- A. 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. 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 initial review, under Section 34 of the Special Provisions, if the Engineer requires changes, the Contractor shall resubmit revised data within five (5) working days.

D. 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.

34. MATERIAL AND EQUIPMENT SUBMITTALS

Before any material is fabricated or shipped, the Contractor shall furnish to the Engineer two (2) complete sets of subcontractor documents, equipment brochures, technical data, full details, dimensions, catalog cuts, schematic (elementary) diagrams, and other descriptive matter as required to fully describe the exact equipment proposed to be included in this contract. The names, addresses and phone numbers for the representative of each item shall also be included.

Should any item which deviates from these Specifications be included, the deviation shall be clearly indicated and explained at the time of submittal. The Contractor shall provide two (2) complete copies of submittal information. Submittals shall be complete, neat, orderly, and indexed. The submittals shall be indexed to reference the specification section for which the material/equipment is applicable. The Contractor shall check submittals for number of copies, adequate identification, correctness, and compliance with the Plans and Specifications. The Contractor shall revise and/or resubmit all submittal information until it is acceptable to the Engineer.

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

Submittal section shall include at the minimum the following items:

1. Schedule and work plan for the project (includes material procurement)
2. Pre-Construction Meeting (Work Hazardous Analysis Report)
3. Traffic Control in Conjunction with Pierce County Permit
4. Excavation methods per WAC 296.155
5. Vault Transportation Equipment and Methods
6. Concrete Coring Equipment and Methods
7. Compaction Equipment
8. Ductile Iron Pipe Material
9. Ductile Iron Pipe Miscellaneous (Fittings)
10. Mechanical Joint Restraint of Ductile Iron Pipe
11. Insulating Kits
12. Butterfly Valves
13. Dismantling Joint
14. Transition Couplings
15. Strainer
16. Galvanized Vent Piping
17. Conduit (various)

18. Concrete Anchors
19. Concrete Vault Sealing and Penetration Anchors
20. Flange Gaskets
21. Bolts and Nuts
22. Occupational Health and Safety Plan
23. Temporary Erosion and Sedimentation Control Plan

35. 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 or Construction Inspector will inspect the work and forward the results to the Contractor. The Contractor shall promptly correct any deficiencies noted.

The Contractor shall notify the Engineer in writing when all punch list deficiencies have been completed. The Engineer will promptly set a time for final inspection, at which time the Engineer or Construction Inspector, and the Contractor shall jointly inspect the work. The Contractor will promptly correct any further deficiencies noted.

36. DIFFERING SITE CONDITIONS / CHANGE ORDER

By entering into the contract, the Contractor represents that he/she has inspected in detail the project site and has become familiar with all the physical and local conditions affecting the project and/or the project site. Any information provided by the City to the Contractor relating to existing conditions on, under, or to the project and/or site, including but not limited to information pertaining to subsurface exploration and conditions, borings, test pits, tunnels, and other conditions affecting the project site, represents only the opinion of the City as to the location, character, or quantity of such conditions. The Contractor shall draw his/her own conclusions from such information and make sure tests, reviews, and analyses as he/she deems necessary to understand such conditions and to prepare the Proposal. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of such information and there is no guarantee either expressed or implied that the conditions indicated or otherwise found by the Contractor as a result of any examination or exploration are representative of those existing throughout the work and/or project site.

The Contractor shall carefully study and compare the contract documents and shall at once report to the City errors, inconsistencies, or omissions discovered. The Contractor shall immediately, and before conditions are disturbed, notify the Engineer or City Representative of conditions on the project site that may differ from what the Contractor believes were represented to the Contractor by the City, or unusual or unanticipated conditions that the Contractor believes were represented to the Contractor by the City, or unusual or unanticipated conditions that the Contractor believes would affect the Contractor's prosecution of the work required by the "Contract". If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the contract documents without such notice to the City, the Contractor shall assume the risk and responsibility for such performance and shall bear an appropriate amount of the attributing costs for correction. No claim by the Contractor for differing site conditions shall be allowed except as agreed upon in writing with the Engineer.

37. CONFLICT WITH OTHER UTILITIES AND IMPROVEMENTS

Surface and underground utilities and improvements, so far as known which may affect the work, are shown on the drawings. It shall be the Contractor's responsibility to comply with the one-call underground utility locate law, Chapter RCW 19.122 and to notify all utilities in the area prior to any excavation so that actual field locations of existing lines can be made.

It shall be the Contractor's responsibility to confirm or research depth of utilities. Test holing to determine actual depths of utilities must be done in the presence of a City Representative. It shall be the responsibility of the Contractor to establish the location of all underground utilities in proximity to the site that may be affected by the Contractor's work and shall maintain markings indicating the location of such facilities until the completion of all work.

Should the Contractor find any conflict between the proposed location and the utilities or other improvements he/she shall immediately notify the Engineer.

38. PLANNING THE WORK

The Contractor shall submit, in writing, a plan and schedule of his/her work. The Engineer must approve this plan and schedule. The Contractor shall give a minimum of three (3) working days written notice to the Engineer prior to commencing work. The plan shall cover but shall not be limited to the following points:

- A. The Contractor shall verify the location and elevation of all other utilities, including the existing water main to be worked on, sufficiently in advance of approaching them with the water main connections construction so that corrections in vertical and/or horizontal alignment may be accomplished if necessary.
- B. The work shall be divided into sections in such a manner as to permit each section to be completed in the shortest time possible.
- C. The Contractor shall give Tacoma Water two (2) weeks in advance written notice to schedule shutdown of the 12-inch PRV inlet and outlet.

If extreme weather conditions or other unforeseen circumstances are deemed by the Engineer or Construction Inspector to be unsuitable for proper installation of improvements in accordance with these provisions, then the work shall not start or shall be interrupted until conditions have improved sufficiently as to allow the work to progress without delay until completed. The Contractor shall not be responsible for those days. Contractor delays resulting from work required to be completed by City, such as shutdown, shall be considered by the Contractor in his/her schedule. Such a weather-related suspension of work by the Engineer shall not be the basis for a claim of delay by the Contractor or entitle the Contractor to compensation. The Engineer's decision to suspend work due to unsuitable weather conditions shall be conclusive on the issue.

39. ADDITIONAL INFORMATION

Additional phone numbers that may be used are as follows:

Tacoma Water Emergency: (253) 502-8344

James Southern, Tacoma Water Safety Manager: (253) 606-2684
Utilities Underground Location Center: (800) 424-5555

40. TRAFFIC CONTROL

Traffic shall be maintained on all streets at all times during construction. Access to all existing subdivisions, private residences, and drives shall also be kept open except when pipe is being laid across the access. Work shall be performed in accordance with applicable City, County, and Washington Department of Transportation guidelines. Traffic control shall include proper signing and flagging per WSDOT guidelines and as specified herein.

Traffic control shall also include all flag persons and traffic control devices such as, but not limited to, flashers, signs, barricades and vertical panels, plastic drums (steel drums will not be permitted) and cones necessary for the control and protection of vehicular and pedestrian traffic as specified by the WSDOT Manual on Uniform Traffic Control Devices. Any temporary traffic control items, devices, materials, and incidentals shall remain the property of the Contractor when no longer needed. The Contractor shall be responsible for periodically checking all construction signs and other traffic control devices. When it is discovered or reported that signs or other traffic control devices are missing, the Contractor shall immediately replace these at his/her own expense.

The Contractor shall fully cover with plywood any signs, existing, permanent or temporary, which do not properly apply to the current traffic phasing and shall maintain the covering until the signs are applicable or are removed. In general, all traffic control devices shall be placed starting and proceeding in the direction of the flow of traffic and removed starting and proceeding in the direction opposite to the flow of traffic.

If traffic should be stopped due to construction operations and an emergency vehicle on an official emergency run arrives on the scene, the Contractor shall make provisions for the passage of that vehicle immediately.

41. SURVEYING AND PROJECT STAKEOUT

If required, the City will perform the initial land survey for the purpose of determining the boundaries of properties and rights of way, initial project stakeout and changes made to existing project site boundaries. The City's survey team will set controls for surveying the project by tying project to the established points of the state plane coordinate system.

The Contractor will coordinate with the City's Surveying Crews for initial stakeout and it will be the sole responsibility of the Contractor to maintain such points throughout the project.

42. MEASUREMENT AND PAYMENT

Payment for the various items in the Proposal, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, heavy equipment, staging, containment systems, supplies, and manufactured articles, and for all the labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the work all in accordance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).

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 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 having no special bid item in the Proposal shall be considered incidental to the contract and no separate payment will be made.

Item No. 1: Mobilization, Demobilization and Cleanup. (Price based on lump sum.)

- A. No measurement shall be made for this item.
- B. 75% of the lump sum price named in the Proposal will be applied to Mobilization. Payment for mobilization will be made at 75% of the lump sum price named in the Proposal under Item 1. Payment shall constitute full compensation for all labor, equipment and materials to conduct the preconstruction operations, costs of preparatory work and operations, preparing work plans and other documentation required by the project specifications, and obtaining or meeting any permit requirements for the project.
- C. 20% of the lump sum price named in the Proposal will be applied to Demobilization. Payment for Demobilization will be made at 20% of the lump sum price named in the Proposal under Item 1. Payment shall constitute full compensation for all labor, equipment and materials to conduct removal and transport of all equipment and unused materials from the site.
- D. 5% of the lump sum price named in the Proposal will be applied to Cleanup. Payment for Cleanup will be made at 5% of the lump sum price named in the Proposal under Item 1. Payment shall constitute full compensation for all labor, equipment and materials to conduct a thorough cleanup of the site.

Item No. 2: Cut and remove existing water main. (Price based on lump sum.)

- A. No measurement shall be made for this item.
- B. Payment for this item shall be made at the lump sum price named in the Proposal. Price shall constitute full compensation for excavation, removal and disposal of pipe, and cutting the existing water main in accordance with the Plans.

Item No. 3: Deliver precast concrete vault (base, solid wall center, and top). (Price based on a lump sum.)

- A. No measurement shall be made for this item.
- B. Payment for this item shall be made at the lump sum price named in the Proposal. Price shall constitute full compensation for obtaining the necessary labor and equipment to transport the City-pre-purchased vault base, solid wall center and top from Tacoma Public Utilities 3628 S. 35th Street, Tacoma WA to the project location at 203 S. 99th St, Tacoma WA.

All transport/hauling shall be conducted in accordance with Washington State and Federal Laws. A manufacturer detail drawings of vault fabrication is located in Appendix A.

Item No. 4: Excavate and set concrete vault (base, solid wall center, and top). (Price based on a lump sum.)

- A. No measurement shall be made for this item.
- B. Payment for this item will be made at the lump sum price named in the Proposal. Price shall constitute full compensation for all labor, equipment, and materials to excavate, establish base course and elevation, perform necessary compaction, and lift for each vault component, and providing all safety mechanisms, crane equipment and traffic control required. Removal and disposal of any debris and native soils shall be included. Procurement, delivery, and placement of necessary base course and backfill material shall be included.

Item No. 5: Core concrete vault pipe penetrations (various sizes). (Price based on a lump sum.)

- A. No measurement shall be made for this item.
- B. Payment for this item shall be made at the lump sum price named in the Proposal. Price shall constitute full compensation for all labor, equipment and materials to core the vault penetrations in accordance with the Plans. There are a total of (2) 16-inch cores for the 12-inch pipe penetrations, (2) 10-inch cores for the 6-inch vent penetrations, and (2) 3-inch cores for the 1 – 1.5 – inch drain line and communication conduit.

Item No. 6: Install ductile piping, fittings, custom pipe alignment spool and connect to existing water main. (Price based on a lump sum.)

- A. No measurement shall be made for this item.
- B. Payment for this item shall be made at the lump sum price named in the Proposal. Price shall constitute full compensation for procurement of all materials, labor and installation as indicated in the Plans, which will include pipe, pipe fittings, pipe restraining glands, pipe alignment spool, FLxPE fittings at wall penetrations, laying and joining the pipe, SBR gaskets, gland/bolt kits, connections to existing water main as shown in the Plans, hydrostatic testing, disinfection and flushing of the pipe.

The City will provide the (2) 12-inch FLxPE pipe for each vault wall penetration at no cost.

Item No. 7: Construct and pour thrust anchors at vault penetrations. (Price based on a lump sum.)

A. No measurement shall be made for this item.

B. Payment for this item shall be made at the lump sum price named in the Proposal. Price shall constitute full compensation for procurement of all materials, labor, equipment and installation as indicated in the Plans.

This includes all formwork, reinforcement bar, restraining glands and concrete to complete the work shown on the Drawings in Appendix A.

Item No. 8: Install ventilation piping and 1.5" conduit. (Price based on a lump sum.)

A. No measurement shall be made for this item.

B. Payment for this item shall be made at the lump sum price named in the Proposal. Price shall constitute full compensation for procurement of all materials, labor and installation of the ventilation piping as indicated in the Plans, which will include pipe, pipe fittings, trenching and backfilling, and mounting brackets.

Item No. 9: Install sump drainage system. (Price based on a lump sum.)

A. No measurement shall be made for this item.

B. Payment for this item shall be made at the lump sum price named in the Proposal. Price shall constitute full compensation for procurement of all materials, labor and installation as indicated in the Plans, which will include pipe, syphon jet or pump, pipe fittings, trenching and backfilling.

Item No. 10: Provide traffic control & signage. (Price based on a lump sum.)

A. No measurement shall be made for this item.

B. Payment for this item shall be made at the lump sum price named in the Proposal. Price shall constitute full compensation for procurement of all materials, labor and permitting required to perform the necessary traffic control.

Item No. 11: Install ladder and ladder up safety post. (Price based on a lump sum.)

A. No measurement shall be made for this item.

B. Payment for this item shall be made at the lump sum price named in the Proposal. Price shall constitute full compensation for procurement of all materials, labor and installation to complete the ladder and safety post as indicated in the Plans. The City will provide the galvanized ladder that came with the vault to the Contractor at no cost.

Item No. 12: Install 12" Cla-Val PRV & internal appurtenances (valves, dismantling joint, strainer, custom steel spools with coatings and taps). (Price based on a lump sum.)

- A. No measurement shall be made for this item.
- B. Payment for this item shall be made at the lump sum price named in the Proposal. Price shall constitute full compensation for procurement of all materials, labor and installation as indicated in the Plans, which will include the pipe, valves, strainer, dismantling joint, support stand, 12x4 Steel tees, 12" Cla-Val, gaskets, bolts, and other appurtenances as shown in the Drawings.

The City will provide the 12" Cla-Val to the contractor at no cost.

Item No. 13: Restoration of project site in accordance with Pierce County permitting. (Price based on a lump sum.)

- A. No measurement shall be made for this item.
- B. Payment for this item shall be made at the lump sum price named in the Proposal. Price shall constitute full compensation for procurement of all materials, labor and installation as indicated in the Plans, Pierce County Permit, and as specified by the Engineer in order to beautify the area and return to original condition.

Item No. 14: Prepare Occupational Health and Safety Plan. (Price based on a lump sum.)

- A. No measurement shall be made for this item.
- B. Payment for this item shall be made at the lump sum price named in the Proposal. Price shall constitute full compensation for preparing and delivering an approved Occupational Health and Safety plan.

Item No. 15: Prepare Temporary Erosion and Sedimentation Plan. (Price based on a lump sum.)

- A. No measurement shall be made for this item.
- B. Payment for this item shall be made at the lump sum price named in the Proposal. Price shall constitute full compensation for preparing and delivering an approved Temporary Erosion and Sedimentation Plan.

Item No. 16: Force Account.

- A. This item shall conform to Section 1-09.6 of the WSDOT Standard Specifications.
- B. Tacoma Water has estimated the cost of the bid item for "Force Account" and has entered the amount in the bid proposal to become a part of the total bid by the Contractor. It is for the purpose of providing a common proposal for all bidders and for that purpose only.

Technical Provisions

CITY OF TACOMA
TACOMA PUBLIC UTILITIES
TACOMA WATER

TECHNICAL PROVISIONS

99TH & AQUEDUCT PRV STATION REPLACEMENT

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TECHNICAL PROVISIONS – SECTION 6
EXCAVATION, BACKFILLING, GRADING AND COMPACTING

6.01 EXCAVATION, GRADING, BACKFILLING AND COMPACTING

This work shall consist of clearing, grubbing, excavating, grading, backfilling, compacting, removing and disposing of all materials from the sites as necessary for the construction and completion of the piping, vault installation, ventilation piping, sump drainage, and all subsidiary work unless designated separately. This section also includes sections involving the restoration of the project site.

6.02 CLEARING AND GRUBBING

The Contractor shall clear, strip and haul loam or topsoil, and grub and clean up the minimum area of the site as detailed in the plans. This includes but is not limited to removal of any trees, stumps, limbs, brush, roots, vegetation, rubbish and other objectionable material, that will interfere with construction.

The refuse resulting from the clearing and grubbing operation shall be hauled to a waste site secured by the Contractor and shall be disposed of in such a manner as to meet all requirements of state, county and municipal regulations regarding health, safety, and public welfare.

The Contractor shall keep dust from his operations under control at all times. Boulders or rocks shall be entirely removed.

6.03 BORROW AND DISPOSAL SITES

Borrow sites for bank run sand and gravel shall be provided by the Contractor. Waste sites for disposal of excess or unsuitable excavated material shall be secured by the Contractor and shall meet all requirements of State, County and Municipal regulations regarding health, safety, and public welfare.

6.04 REMOVAL OF PAVEMENT, SIDEWALKS, CURBS, AND GUTTERS

(Not Applicable)

6.05 REMOVAL OF NATIVE MATERIALS

Where unsuitable material is encountered, the unsuitable material shall be hauled to a waste site secured by the Contractor and shall be disposed of in such a manner as to meet all the requirements of State, County and Municipal regulations regarding health, safety, and public welfare.

6.06 EXCAVATION

All trenches and excavations shall be sufficiently true to line and grade to permit accurate alignment of pipe and concrete forms and shall clear the sides of the pipe to permit proper compaction of the pipe bedding. Equipment must be of sufficient size to efficiently handle expected subsurface conditions.

The minimum trench width shall be the nominal pipe diameter plus 16 inches. The maximum trench width shall be as required in Section 7-09.3(7) WSDOT Standard Specifications, latest edition.

The Contractor shall provide sloping, benching, shoring or shielding for trench protection in accordance with W.A.C. 296.155. This includes excavations that require entry by City crews to perform construction-related work.

If the Engineer deems the trench or excavation bottom to be unsuitable for supporting the improvements, the unsuitable material shall be removed and crushed rock placed for bedding as directed by the Engineer. The unsuitable material will be hauled to a waste site secured by the Contractor. (See Sections 6.02, 6.03, 6.04 and 6.05). Excavation at pipe joints shall be of ample size to permit inspection of all joints.

The Contractor shall keep the dust from his operations under control at all times to prevent a nuisance.

6.07 BACKFILL

The Contractor shall assume that all the existing native materials will need to be removed, hauled and disposed. At a minimum, an approved crushed surfacing base course shall be placed and compacted below the vault in accordance with the Plans.

The backfill shall be placed in layers not to exceed six (6) inches thick (loose measurement), and each layer shall be thoroughly compacted. (See Sections 6.08 and 6.09). In the event the existing native material is deemed non-suitable for use by the Engineer or City Representative, the Contractor shall use an approved fill material, as specified herein, which shall be any non-expansive granular soil that is free from sod, large clods of earth or rocks four (4) inches or over in diameter, roots, trash, lumber and other debris, which contains at least 40 percent of material smaller than ¼-inch in diameter, which is capable of meeting the required support conditions when compacted per Section 6.08. The unsuitable material will be hauled to a waste site secured by the Contractor.

Standard Sieve Size Percent Passing

3/8 inch: 100

1/4 inch: 100

No. 4: 98-100

No. 8: 0-35

No. 16: 0-20

No. 30: 0-6

No. 200: 0-1

Crushed surfacing for backfill (5/8-minus top course) installed in dry trenches shall meet the gradation defined in Section 9-03.9(3) for top course of the WSDOT Standard Specifications.

3/4 inch minus crushed rock installed in or around the surfaces of the project site as shown in plans shall meet the gradation defined in Section 9-03.12 of the WSDOT Standard Specifications.

All fill materials shall be compacted with approved vibratory type equipment of such capacity and weight that compaction can readily be obtained and maintained. Compaction shall be carried out under the supervision of the Engineer or Construction Inspector. (See Section 6.08)

Where the moisture content is not suitable and/or sufficient compaction has not been obtained, the fill shall be reconditioned to approved moisture content and re-compacted to the minimum required relative compaction, unless recommended otherwise by the Engineer prior to placing any additional fill material.

The Contractor shall be responsible for arranging for and for the placing and compacting of approved fill material in accordance with these Specifications. If the Engineer should determine that the Contractor is failing to meet the minimum compaction requirements, the Contractor shall stop operations and make whatever adjustments are necessary to produce a satisfactorily compacted fill.

Water existing in the excavated areas which may prevent proper placement and compaction of backfill materials as required, shall be removed by pumping or other means before backfilling.

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

The Contractor is responsible for keeping excavations free from water during construction and disposing of the water in a manner that will not cause injury to public or private property, or to cause a nuisance or a menace to the public. The Contractor shall maintain dry working conditions at all times and under all conditions. Groundwater flowing toward or into excavations shall be controlled to prevent sloughing of excavation walls, boils, uplift, and heave in the excavation, and to eliminate interference with orderly progress of construction.

While the excavation is open, the water level shall continuously be maintained at least two (2) feet below the working level. The control of groundwater shall be such that softening of the bottom of excavations, or formation of "quick" conditions or "boils" during excavation, shall not occur. The Contractor is responsible for all foundation material required due to lack of dewatering efforts.

6.08 COMPACTION

The Contractor, at his/her own expense, shall have any bedding and backfill materials from selected sources, tested and certified by an approved independent materials testing laboratory, per these specifications. Results shall be provided to the Engineer prior to compaction work commencing.

The sand bedding, crushed gravel, and native backfill materials shall be tested for moisture/density relationship per WSDOT Test Method No. 606 or FOP for AASHTO T 180 Method D. All trench backfill shall be compacted to 95 percent of the maximum dry density.

The Contractor, at his own expense, shall retain the services of an approved, independent materials testing laboratory to perform in place density tests using WSDOT Test Method FOP for AASHTO T310 and WSDOT Test Method SOP for T615, or as approved by the Engineer. The laboratory staff shall randomly select the test location within the relevant backfill layer. The Engineer reserves the right to select additional locations for testing, at its own expense. Where such tests fail, the Contractor shall bear the cost of rectification works, and the cost of re-testing.

Under no circumstances shall the Contractor or his/her staff or agents direct the laboratory staff where to take tests, except where the Contractor requires additional tests at its own cost. The results of the Contractor's additional tests shall be reported to the Engineer, in addition to those obtained from the normal testing program within 24 hours after the completion of the tests.

The backfill material shall be placed and compacted in layers not exceeding six (6) inches loose measurement, and shall be moisture conditioned as required to facilitate compaction to the required density.

Impact loading of the pipeline, shafts, structures and appurtenances must be avoided during the placement of backfill. Where fill is placed around shafts or other structures, the fill shall be placed and compacted evenly around the shaft or structure to prevent displacement. Care shall be taken to place and compact the fill evenly around the structure in layers to avoid unbalanced lateral loading.

Particular care must be taken at the stations and appurtenances protruding from them. All compaction shall be by hand-operated, plate-type, vibratory, or other suitable hand-tampers. Water settling or jetting shall not be permitted without prior written approval from the Engineer. Voids that permit filling between the station foundation slab and the station shall be done so by means of sand packing.

6.09 SURFACING AND TRENCH BACKFILL

6.09 (A) General

Prior to backfilling, all form of lumber and debris shall be removed from the trench. Backfill shall be selected excavated material free of rocks over four (4) inches, wood, trash, concrete, asphalt or other unsuitable material. Bank-run sand and gravel shall be furnished to make up any deficiency in the available excavated material. Bank-run sand and gravel shall be as specified by Section 9-03.12(1) of the WSDOT Standard Specifications, or as approved by the Engineer.

Backfill between bellholes or joints may be backfilled as soon as the joints are made up, but all joints shall be left exposed until after the inspection and pressure test.

6.09 (B) Under Private Improvements

Private driveways, road entrances, etc., shall immediately be backfilled and compacted as required herein to provide access to residents at all times. Backfill materials to be placed where roads, shoulders, driveways, parking lots, sidewalks, etc., are to be constructed or reconstructed over the trench, shall be full depth bank-run sand and gravel or crushed rock surfacing top course, as specified by the WSDOT Standard Specifications, Sections, 9-03.12(1) and 9-03.9(3) respectively.

6.09 (C) Inside State, City, or County Right-of-Way

The Contractor shall inform himself/herself of the requirements of the State, Local City or County jurisdiction with respect to backfill material under roadway surfaces, shoulders, sidewalks, etc.

6.10 GRADING

Grading of the construction area shall be done as necessary to provide for the finish grade elevations as shown on the contract plans (see Section 6.11).

6.11 RESTORATION OF PROJECT SITE AREAS

The Contractor shall make permanent street repairs for all pavement disturbed at the project sites. The Contractor shall inform himself/herself of Pierce County requirements for surface repairs and adjustment of facilities.

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

The Contractor shall confine his/her operations as much as possible, such that there is minimal damage to existing pavement, sidewalks, curbs and gutters. It shall be the Contractor's responsibility to protect the edge of the paved roadway at all times. The expense for pavement repairs beyond the neat line of the trench due to over-excavation or damage to the roadway edge caused by heavy equipment, spoil cleanup or other operations of the Contractor shall be the sole responsibility of the Contractor.

The Contractor shall re-establish turf in all areas where grass existed prior to construction, and/or is found disturbed or damaged by construction activities, and establish sod on new areas as indicated on plans. Type of turf shall be equal to that existing prior to construction.

The Contractor shall be required to produce a satisfactory stand of perennial grass with a root system sufficiently developed to survive dry periods and winter weather, capable of reestablishment in the spring.

Where existing sod does not permit removal and replacement, or where grass is severely damaged during stripping operations and deemed unsuitable for restoration, the Contractor shall seed, use fertilizer, and mulch the area(s) disturbed. All seeding material shall match and/or be compatible with existing or adjacent grasses in the area planted.

Upon completion of the restoration, the project shall appear uniform and finished in all respects. All areas shall be finish graded true to line as shown on the drawings or as required by the Engineer. Allowances shall be made for the appropriate depth of mulch to be placed to match existing conditions. The Contractor shall place enough extra material to allow for settlement. All areas shall be finished so as to give a uniform appearance, regardless of the limits shown on the Plans.

Trash of any kind resulting from grading operations shall be removed and not placed in areas adjacent to the project.

TECHNICAL PROVISIONS – SECTION 7

DUCTILE IRON PIPE INSTALLATION

7.01 GENERAL INSTRUCTIONS FOR DUCTILE IRON PIPE INSTALLATION

All pipe, fittings, valves, and other materials to be installed under these Specifications are intended to form a durable section of the supply/distribution system. All components shall be of ample strength and capacity for the operating pressures in the area covered, for domestic, commercial and fire protection uses, and must be completed in condition to supply potable water of the highest sanitary quality. All material must be selected and the work planned and carried out to accomplish this purpose. All equipment and materials incorporated in the permanent work are to be new and unused. All mechanical joint fittings shall provide joint restraint (see Section 7.08). The contract drawings show the general routing of the pipe to be installed. The Contractor shall be responsible for installing the pipe in accordance with the pipe manufacturer's written instructions.

The unit prices bid in the Proposal shall include all the accessories, gaskets, follower glands, nuts, bolts, etc., necessary to complete the project. Items of work to be completed or materials to be furnished on the contract drawings or stated in the project specifications and having no special bid item in the Proposal, shall be considered incidental to the contract and no separate payment will be made. All materials required and not listed herein to be furnished by the City shall be furnished by the Contractor.

7.02 DUCTILE IRON PIPE MATERIAL

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

Tyton Joint:

- Griffin Pipe Company
- Pacific States Cast Iron Pipe Company
- U.S. Pipe and Foundry Company

Mechanical Joint:

- American Cast Iron Pipe Company
- Griffin Pipe Company
- Pacific States Cast Iron Pipe Company
- U.S. Pipe and Foundry Company

Non-restrained joints shall be rubber gasket, push-on type, or mechanical type meeting the requirements of AWWA C111. Restrained joints shall be as specified in Section 7.08 of these project specifications.

SPECIAL NOTE: All gaskets furnished with pipe shall be styrene butadiene rubber (SBR), unless specified otherwise by the project engineer. All gaskets must conform to ANSI/AWWA C-111 latest edition. The gasket requirements for the specific project will be indicated on the face of the plan for the project.

7.03 LAYING OF DUCTILE IRON PIPE

The Contractor shall provide all tools and equipment required to carry out the work promptly and safely. Before laying the pipe, the bottom of the trench shall be trimmed to a level slightly below finish grade (for the bottom of the pipe) and a small heap of suitable bedding material shall be placed at the quarter points of each length of pipe (so that the pipe may be adjusted to line and grade). No supporting blocking shall be used.

The interior of all pipes, fittings, and valves shall be cleaned of all foreign matter as they are laid in place. Special attention shall be given to bells and spigot ends to see that no foreign matter which will adversely affect the jointing is present.

Only food-grade pipe lubricant as specified by manufacturer for potable water shall be used on joints. The lubricant used in the installation of sealing gaskets shall be suitable for use in potable water. It shall be delivered to the job in closed containers and shall be kept clean. Only the lubricant specified by the pipe manufacturer and approved by AWWA C111/A21.11-95 paragraph 4.4.4., and NSF/ANSI Standard 61, latest editions, shall be allowed for all rubber gaskets.

The work shall be so arranged that bells are laid in the direction of progress, and on any appreciable slope, bells shall face up grade, when possible.

When no pipe is being laid, or when conditions warrant (as determined by the Engineer or Construction Inspector), open ends of pipe and fittings shall be plugged water-tight to prevent the entrance of foreign matter or water into the pipe.

7.04 DUCTILE IRON PIPE MISCELLANEOUS

All ductile iron fittings shall conform to the latest ANSI/AWWA C110 Specifications or ANSI/AWWA C153 for Mechanical Joint Compact Ductile Iron class 350 fittings. All fittings shall have either cement-mortar lining conforming to ANSI/AWWA C204 or fusion bonded epoxy internal lining per ANSI/AWWA C153. Mechanical joint glands supplied with the above fittings shall be ductile iron in accordance with the above specifications. The mechanical joint fittings/pipe shall be installed and the bolts tightened in the sequence and to the torque specified in A Guide for the Installation of Ductile Iron Pipe published by the Ductile Iron Pipe Research Association (DIPRA).

SPECIAL NOTE: All gaskets furnished with fittings shall be styrene butadiene rubber (SBR), unless specified otherwise by the project engineer. All gaskets must conform to ANSI/AWWA C-111 latest edition. The gasket requirements for the specific project will be indicated on the face of the plan for the project.

Ductile iron flanges and flanged ductile iron spool pieces shall be in accordance with the latest version of ANSI/AWWA C115.

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

Tie rods and nuts shall be made of high strength, low alloy steel conforming to the latest version of ANSI/AWWA C111 ("Cor-Ten"), unless otherwise specified in the Plans or Special Provisions.

7.05 CONCRETE ANCHORS FOR JOINT RESTRAINT OF DUCTILE IRON PIPE

All work shall be "formed" except where otherwise noted on the plans, and all concrete for the thrust anchors shall be proportioned in a volume ratio of 1:2.5:2.5:0.5 (cement: wet fine aggregate: wet course aggregate: water) and containing not less than 4.8 sacks of cement per cubic yard.

The size of concrete thrust anchors will depend upon existing soil conditions and shall be as determined by the Engineer or City Representative and as shown on the Plans. Concrete for anchoring fittings and valves 12-inches and greater shall be supplied from an acceptable batch plant.

All anchors shall be poured against a bearing surface of undisturbed earth satisfactory to the Engineer or Construction Inspector.

7.06 INSTALLATION OF MECHANICAL JOINT DUCTILE IRON PIPE

Any foreign matter in the gasket seat shall be removed; the gasket shall be wiped clean, flexed and then inserted in the socket in accordance with the manufacturer's recommendations. As the gasket fits snugly in the gasket seat, it may be necessary to smooth out the entire circumference to remove any bulges which would interfere with the proper entry of the spigot end. A thin film of Engineer approved lubricant shall be applied to the inside surface of the gasket and to the outside surface of the spigot end. Excess lubricant shall not be used beyond.

Where the pipe will contact the gasket, only lubricant as supplied by the pipe manufacturer shall be used. The lubricant shall be stored in a container with a tight fitting cover and shall be applied to the gasket with a small sponge or brush. The container shall be kept closed and if the lubricant becomes contaminated with foreign material, it shall be discarded.

The spigot ends of the pipe shall be clearly marked to indicate the depth of the bell socket. Each spigot end shall be wiped clean and placed in approximate alignment with the bell of the pipe to which it is to be joined. The pipe shall then be inserted into the bell until the spigot end is in contact with the bottom of the bell socket and the follower shall be secured and tightened. Field cut pipe may be used, however, the outside of the cut end should be tapered back about 1/8-inch at an angle of 30 degrees with the center line of the pipe, care shall be used to remove any sharp edges which might injure the gasket.

Ductile iron pipe may be cut with a number of power operated saws, such as Wachs Guillotine Saw, National Pipe Saw, K-12 Cutting Saw or other Engineer Approved method. The use of a burning torch will not be permitted.

7.07 INSTALLATION OF PUSH-ON JOINT DUCTILE IRON PIPE

Any foreign matter in the gasket seat shall be removed; the gasket shall be wiped clean, flexed and then inserted in the socket in accordance with the manufacturer's recommendations. As the gasket fits snugly in the gasket seat, it may be necessary to smooth out the entire circumference to remove any bulges which would interfere with the proper entry of the spigot end. A thin film of Engineer approved lubricant shall be applied to the inside surface of the gasket which comes in contact with the spigot end of the pipe to be joined, and to the outside surface of the spigot end. Excess lubricant shall not be used beyond where the pipe will contact the gasket and only lubricant supplied by the pipe manufacturer shall be used. The lubricant shall be stored in a container with a tight fitting cover and shall be applied to the gasket with a small sponge or brush. The container shall be kept closed and if the lubricant becomes contaminated with foreign material, it shall be discarded.

The spigot ends of the pipe shall be clearly marked to indicate the depth of the bell socket and shall be wiped clean and placed in approximate alignment with the bell of the pipe to which it is to be joined. The pipe shall then be inserted into the bell until the spigot end is in contact with the bottom of the bell socket. Field cut pipe may be used; however, the outside of the cut end should be beveled back about 1/8-inch at an angle of 30-degrees with the center line of the pipe. Care shall be used to remove any sharp edges which might injure the gasket. Ductile iron pipe may be cut with a number of power operated saws, such as Wachs Guillotine Saw, National Pipe Saw and K-12 Cutting Saw. The use of a burning torch will not be permitted.

7.08 MECHANICAL JOINT RESTRAINT OF DUCTILE IRON PIPE

Mechanical joint restraint, for ductile iron pipe, shall be incorporated into the design of the follower gland. The restraining mechanism shall consist of individually actuated wedges that increase their resistance to pull-out as pressure or external forces increase. The device shall be capable of full mechanical joint deflection during assembly and the flexibility of the joint shall be maintained after burial. The joint restraint ring and its wedging components shall be made of grade 60-42-10 ductile iron conforming to ASTM A536-80. The wedges shall be ductile iron heat treated to a minimum hardness of 370 BHN.

Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell conforming to ANSI/AWWA C111/A21.11 and ANSI/AWWA C153/A21.53 of the latest revision. Torque limiting twist-off nuts shall be used to insure proper actuation of the restraining wedges. The mechanical joint restraint shall have a rated working pressure of 350 psi in sizes sixteen inches and smaller. The devices shall be listed by Underwriters Laboratories up through the twenty-four inch size and Approved by Factory Mutual up through the twelve inch size. The restraint shall be the Series 1100 Megalug restraint as produced by EBAA Iron Inc., Romac "RomaGrip", Uniflange Series 1400, or Engineer Approved Equal.

7.09 TESTING OF DUCTILE IRON PIPE

The Contractor shall furnish, assemble and operate pumps, gauges, saddles, corporation stops, miscellaneous hose and piping, and measuring equipment required for testing. The City will furnish connections and water.

When the section of piping is completed, all points where pressure reaction and movement may occur, shall be properly braced or shackled, the pipe shall be filled with water and test pressure applied.

Upon completion of construction, the line shall be filled slowly by City crews. The pressure test shall be conducted a minimum of 24 hours after the filling of the pipe.

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

The test pressure shall be 225 psi for a minimum duration of one hour. There shall not be an appreciable or abrupt loss in pressure during the test period. The allowable leakage shall be as specified in A Guide for the Installation of Ductile Iron Pipe, latest edition, published by the Ductile Iron Pipe Research Association.

While under test pressure, the entire installation shall be carefully examined for defective material and leaks in the joints.

Local distribution pressure or test pressure shall not be applied to the newly installed water main unless the Water Division Engineer or Construction Inspector is present.

Defective material furnished by the Contractor shall be replaced by the Contractor at his/her own expense. If it is necessary to replace defective material, the pressure test shall be rerun after such replacement and the Contractor shall bear all costs for retesting. For additional information refer to Section 11 of the Technical Provisions.

TECHNICAL PROVISIONS – SECTION 8
VALVES, VAULTS, AND MISCELLANEOUS WORK

8.01 INSULATING KITS

The flange insulation kits shall be Calpico, Inc., Phenolic Flange Insulation Kits, with Type E Full Face Gasket (standard kit) , or Engineer Approved Equal. Contractor shall furnish and install insulation kits on flanges that transition from steel to ductile iron or as shown on the contract drawings and per manufacturer's instructions.

Gaskets will require 150 psi rated gaskets for low pressure section of the station and 300 psi rated gaskets for high pressure section of the station.

The City shall test the insulating gaskets after installation and the Contractor shall make any repair, replacement, or adjustment as directed by the Engineer or City Representative.

8.02 BUTTERFLY VALVES

The Contractor shall furnish rubber seated butterfly valves, M&H/Clow Series 4500 Class 150, Mueller "Lineseal III", Henry-Pratt Groundhog, or approved equal, as shown on the Plans. Valves must be suitable for buried service or for service in submerged chambers filled with brackish water.

Butterfly valves shall be manufactured in accordance with the latest revision of AWWA C504 for Class 150B service. Valve bodies shall be constructed of cast iron ASTM A-126 Class B and conform to AWWA C504 in terms of laying lengths and minimum body shell thickness. End connections shall be as specified on the plans. Valve discs shall also be made from cast iron ASTM A-126 Class B or ASTM A-48 Class 40. Disc shall be furnished with 316 stainless steel seating edge to mate with the rubber seat on the body.

Valve seat shall be Buna-N rubber located on the valve body. Valves shall have bonded seats that meet test procedures outlined in ASTM D-429 Method B.

Valve shafts shall be 18-8 type 304 stainless steel conforming to ASTM A-276. Shaft seals shall be standard self-adjusting split V packing. Shaft seals shall be of a design allowing replacement without removing the valve shaft.

Valve bearings shall be sleeve type that are corrosion resistant and self lubricating.

Valve actuators shall be fully grease packed and have stops in the open/close position. The actuator shall have a mechanical stop which will withstand an input torque of 450 ft. lbs. against the stop. The traveling nut shall engage alignment grooves in the housing. The actuators shall have a built in packing leak bypass to eliminate possible packing leakage into the actuator housing.

The valve interior and exterior surfaces except for seating shall be coated with two coats of asphalt varnish in accordance with TT-C-494A and AWWA C504. Flange dimensions and drilling shall conform to ASME/ANSI B16.1 Class 125 matching AWWA Class D, as called out on the plans. All flanges shall have serrated finish obtained by using a V-shaped tool. Serrations shall be spiral with grooves 1/64-inch in depth and 1/32-inch apart. Bolt holes in flanges shall straddle the vertical centerline. The back of the flanges shall be spot faced or full faced. Markings shall be cast on the valve body showing the manufacturer, size, class and year casting was poured.

All gearing shall be totally enclosed.

The operating nut and hand wheel for operating the valve shall be so geared as to turn clockwise to close the valve. The hand wheel shall have permanent indicators cast thereon showing the open and closing directions. All buried valves shall be equipped with a gate box with a locking top.

An operating nut shall be furnished for all valves in addition to the hand wheel. The operating nut shall be 1 15/16-inches square at the top and 2-inch square at the base.

8.03 CONCRETE VAULTS

Each vault joint shall be sealed with two (2) layers of gasket material. All vault covers and hatches shall be H-20 load rated. The pre-cast concrete vault for this project has been purchased by the City.

8.04 FURNISHING VALVE BOXES AND COVERS

The Contractor shall furnish all valve boxes and covers as shown on the drawings and herein specified.

Cast iron valve boxes and lids and base sections shall be manufactured per Water Division Drawings. All buried valves shall be provided with a valve stem extension, and a valve box and lid with an extension of cast iron pipe, as necessary. Gate boxes shall have lockable lids with a Pentagon head brass screw. The Contractor shall maintain the location and provide access to all valves within the project. No valve box cover shall remain buried during or after construction.

8.05 FLANGE GASKETS

A. Low Pressure Side

Gaskets for the valve flanges shall be 1/8-inch thickness full face cloth inserted rubber type Johns-Manville JM-109, or Engineer Approved Equal.

8.06 BOLTS AND NUTS

All bolts, studs and nuts shall be American Standard, and except as otherwise specified shall be made of steel conforming with latest ASTM Specifications Designation A307 for Low Carbon Steel Externally and Internally Threaded Standard Fasteners Grade A or B. Nut and bolt heads shall be American Standard Heavy. Studs and bolts shall be of such length when installed that they shall extend between one and two threads beyond the nut, minimum. Bolts, studs and nuts shall be semi-finished. Nuts, bolt heads and cap screw heads shall be hexagonal.

8.07 CHAIN LINK FENCE

Not applicable.

8.08 CONNECTING NEW TO EXISTING STEEL PIPE

Surfaces of connection assembly to be installed shall be thoroughly cleaned as approved by the Engineer.

8.09 TAPPING GATE VALVES

Not Applicable.

8.10 WELDING FIELD JOINTS ON STEEL PIPE

Not Applicable.

8.11 FIELD TESTING OF WELDED JOINTS ON STEEL PIPE

Not Applicable.

8.12 FIELD APPLICATION OF PROTECTIVE COATINGS

A. Interior Coating

Pipe and fittings shall be coated with a 100 percent solids, two-component polyurethane coating that contains no volatile organic compounds (VOC) or solvents with a minimum 20 mil dry film thickness.

Material used shall be NSF approved for potable water contact, capable of application, adherence, and complete cure in full water immersion. Material shall be LifeLast, DuraShield 210-61, or Engineer Approved Equal.

Field application of coating shall be done in accordance with the manufacturer's instructions and as specified herein.

1. Cleaning and Decontamination

The surface to be coated must be cleaned of all oil, grease, soil, cutting compounds, and other contaminants. The use of solvents or other commercial cleaners and degreasers is recommended. If the surface is extremely contaminated, vapor degreasing or steam cleaning must be used. The next step is the removal of all mill scale, rust, paint, oxides, corrosion products, or other foreign matter. This shall be accomplished by abrasive blasting.

The surface should have a minimum cleanliness of SSPC - SP10. It is recommended that the surface to be coated has a profile of no less than three mils. Surfaces that have a profile of three mils or greater are more successfully coated and have a longer service life than those that have less profile. For immersion applications, a blast cleanliness of SSPC - SP5 is required, with a minimum profile of 3 mils, and the use of Primall-EP is recommended.

Blasting does not remove all the oil on the surface and can often add to the problem by introducing oil from the air used to blast. Therefore, the substrate should be cleaned and degreased after blasting. Also, the blasted surface is easily rusted if the humidity is above 85 percent. Care should be taken to prime the surface immediately after the blasting has been done. In high humidity environments, if rust does occur, the surface must be brush blasted again to remove the rust prior to applying the primer. Large gaps and skip welded structures or other cavities that cannot be covered or filled with LifeLast products must be filled with a moisture tolerant, quick-setting, non-shrink, and high-strength epoxy polyamide mastic. Take care to avoid feathering the material onto surrounding areas. When the material has cured it must be abrasive blasted or mechanically abraded to remove all gloss and roughen the surface. The area must then be thoroughly cleaned of all dust and debris before the primer is applied.

Just before the primer or coating is applied, the area to be coated and adjacent areas should be cleaned of dirt, dust, oils and other debris. Make certain that the surface is completely dry.

2. Abrasive Blasting

The substrate should be abrasive blasted to provide a surface that is clean and free of any loose materials.

Dry blasting techniques are preferred, but care should be taken not to remove any more material than is necessary. Blasting should remove rust, mill scale and other debris. Sharp edges should be rounded by wire brushing or grinding.

An anchor pattern similar to coarse sandpaper is the type of surface to achieve (minimum profile of three-mils).

The preferred surface preparation methods for creating a profile are as follows: (in order of preference)

- a. Aggregate blasting (not including silica sand)
- b. Shot blasting
- c. Abrasive wheel grinding (16 grit and larger)
- d. Roto peeling
- e. Silica sand blasting

3. Acid Etching

Acid etching is not permitted.

B. Exterior Coating:

Pipe and fittings shall be coated with a 100 percent solids, two-component polyurethane coating that contains no volatile organic compounds (VOC) or solvents with a minimum 20 mil dry film thickness. Material shall be LifeLast, DuraShield 310-61, or Engineer Approved Equal.

Field application of coating shall be done in accordance with the manufacturer's instructions and specified in Section 8.12(A).

NOTE: Non mating portions of flanges are to be blasted and coated. Flange faces will not be blasted or coated.

TECHNICAL PROVISIONS – SECTION 9

CONCRETE

9.01 CONCRETE SLABS

The concrete used in the construction of the PRV station anchors shall have a minimum compressive strength of 3,000 pounds per square inch at 28 days.

Water content shall be as little as practicable with a maximum four (4) inch slump allowable.

Air-entraining admixtures conforming to ASTM-260 shall be added at the mixer (for concrete used in slabs exposed to the air) to give an air content from 3 to 5 percent for the housekeeping slab.

It is the responsibility of the Contractor to provide concrete mix designs which will meet specified temperature, slump, air content, and compressive strength. If the Contractor proposes a mix design which exhibits slump or air content characteristics other than those specified in the specifications; this variance must be requested in writing.

Mix design documentation must include sufficient information on constituent materials and admixtures along with compressive strength test results to allow the Engineer to fully evaluate the expected performance of the concrete mix.

No concrete shall be placed until the Engineer has reviewed the mix design.

All reinforcing steel bars shall conform to the requirements for ASTM A615, latest edition, Grade 60 Standards for Billet Steel Bars for Concrete Reinforcement.

Welded wire fabric shall conform to the requirements for ASTM A185-02, or latest edition, Standards for Plain steel welded wire fabric for concrete reinforcement.

Reinforcing details, splices, clearances and spacing shall conform to the requirements of ACI Standard 318, latest edition, unless otherwise shown on the contract plans.

Bolts and anchors used for the PRV station shall be installed with great care to ensure proper placement and alignment.

See Section 7.05 for specifications for concrete thrust anchors.

9.02 MIXING, PLACING, VIBRATING AND CURING OF CONCRETE

Concrete shall be mixed, placed, vibrated and cured in accordance with the requirements of ACI Standard 318.

No concrete shall be placed until the Engineer or Construction Inspector has inspected the placement of the reinforcing steel, piping and conduits, and has checked the forms for line and grade.

The Contractor shall give the Engineer a 24 hour notice before placing concrete. All expansion, construction joints and other embedded material items shall be in place, and all necessary placing and finishing tools, and all curing and protection materials shall be on the job prior to commencement of placing concrete.

All forms shall be set to true line and grade and shall be securely braced.

Before the concrete is placed, the sub-grade shall be thoroughly dampened so that it is moist throughout, but without puddles of water. Concrete shall be placed as near to its final position as practicable, and precautions shall be taken not to overwork the concrete while it is still plastic. The concrete shall be uniformly placed along the forms or screens. The concrete shall be placed in one course and struck off as hereinafter specified to the required graded cross section. The top shall be struck off by use of a suitable screed resting on the forms or screed support to the required grade and cross section.

No finishing operation shall be performed while free water is present; finishing operations shall be delayed until all bled water and water sheen have left the surface and the concrete has started to set. Dusting the surface with cement to promote drying will not be permitted. After water sheen has disappeared, all exposed edges, and edges on each side of expansion joints shall be finished with a ½-inch radius edging tool.

9.03 FABRICATION AND BENDING, PLACING AND FASTENING REINFORCING BARS

The fabrication and bending, placing and fastening of reinforcing bars shall be in accordance with the requirements of ACI 318, latest edition.

The mesh shall be lapped eight inches and tied together with wire, spaced not over 24 inches on centers, to prevent displacement. Scrap pieces of wire mesh shall not be placed in the housekeeping pad and shall be disposed of by the Contractor. Wire mesh shall not be placed within two inches of pad edges. Wire mesh, if supplied in rolls, shall be cut to the proper size and flattened out prior to placement in the concrete.

9.04 TESTING AND INSPECTION

The City reserves the right to make at least one set of concrete test cylinders for compressive strength testing for each concrete pour scheduled. The Contractor shall provide the concrete needed for the testing for slump and air entrapment, and casting of the test specimens. The City will perform the air entrapment, slump and compressive strength tests at its own expense.

9.05 CONSTRUCTION JOINTS

The Contractor may be allowed construction joints in the slabs subject to approval of the Engineer.

TECHNICAL PROVISIONS – SECTION 11

DISINFECTION AND TESTING

11.01 TESTING

Upon completion of construction, the line shall be filled slowly under the direction of the Engineer or Construction Inspector and a pressure test conducted. Water will be furnished free of charge.

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

The connection of the new pipe to existing pipe shall not be made until the hydrostatic tests have been made to the required pressure. (See section 7.09)

11.02 DISINFECTION OF POTABLE WATER SYSTEMS

All piping connecting to, and forming a part of, a potable water system shall be disinfected in a manner conforming to AWWA C651-latest edition, Standard for Disinfecting Water Mains and as modified by this Specification.

11.03 SWABBING OF THE PIPE WITH HYPOCHLORITE TREATMENT

The Contractor shall be responsible for disinfecting the new Ductile Iron pipe connections between existing and new piping installed. A one-percent (1 %) hypochlorite solution shall be swabbed or sprayed inside the pipe. In laying, care shall be taken to insure that the interior of the pipe is kept free of foreign matter or trench water.

11.04 RETENTION PERIOD FLUSHING

Sections of the pipe to be disinfected shall first be flushed to remove any solids or contaminated material that may have become lodged in the pipe. A tap shall be provided large enough to develop a flow velocity of at least 2.5 feet per second in the water main.

Taps required for temporary or permanent air release, chlorination or flushing purposes shall be provided by the City as part of the construction of the water mains.

The chlorinated water resulting from the initial filling shall be retained in the line for a period of not less than 24 hours. After this period the chlorine residual at the pipe extremities and at other representative points shall be at least 10 p.p.m. After which Tacoma Water will remove the chlorinated water and thoroughly flush the line. Tacoma Water shall take initial bacterial test samples of water flowing in the line upon completion of the flushing.

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

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

11.05 FINAL FLUSHING AND TESTING FOR PIPE

Following chlorination, treated water shall be flushed from the newly-laid pipe until the replacement water throughout its length shows, upon the test, a residual not in excess of that carried in the water system supply system.

The Tacoma Water Construction Inspector will determine location of sample stations and coordinate with the Contractor for installation. Removal of temporary sample stations will be coordinated with the Contractor. The sampling stations will be removed only after bacterial tests and pressure tests are completed.

The Contractor shall complete any excavation required for removal of the sample stations.

The cost of all labor, equipment and materials involved in the removal of sample stations shall be included in the various bid items of the contract.

Water for testing and sterilizing will be furnished without charge to the Contractor at such points as may be designated by the Inspector, in such quantities and at such times as will not interfere with service.

TECHNICAL PROVISIONS – SECTION 12
EROSION AND SEDIMENTATION CONTROL

12.01 GENERAL

The Contractor shall provide erosion and sedimentation control measures as required by Pierce County. The Contractor shall investigate to see which measures are required.

A Certified Professional in Erosion and Sediment Control shall be identified, and shall be onsite or on-call at all times. Certification may be through the Washington State Department of Transportation/Associated General Contractors (WSDOT/AGC) Construction Site Erosion and Sediment Control Certification Program or any equivalent local or national certification and/or training program.

The objective of the erosion and sedimentation controls used on this project is to control erosion and prevent sediment and other pollutants from leaving the site during the construction phase of a project.

If these measures are found to be inadequate (with respect to erosion and sediment control), the County may require other Best Management Practices (BMP's) be incorporated into the design and implemented, as appropriate.

12.02 MARK CLEARING LIMITS

Prior to beginning land disturbing activities, including clearing and grading, all clearing limits, sensitive areas and their buffers, and trees that are to be preserved within the construction area shall be clearly marked.

12.03 CONTROL FLOW RATES

Properties and waterways downstream from development sites shall be protected from erosion due to increases in the volume, velocity, and peak flow rate of storm water runoff from the project site.

12.04 INSTALL SEDIMENT CONTROLS

The duff layer, native topsoil, and natural vegetation shall be retained in an undisturbed state to the maximum extent practicable.

Prior to leaving a construction site, or prior to discharge to an infiltration facility, storm water runoff from disturbed areas shall pass through a sediment pond or other appropriate sediment removal BMP. Runoff from fully stabilized areas may be discharged without a sediment removal BMP, but must meet the flow control performance standards in Section 13.03. Full stabilization means concrete or asphalt paving; quarry spalls used as ditch lining; or the use of rolled erosion products, a bonded fiber matrix product, or vegetative cover in a manner that will fully prevent soil erosion.

Sediment ponds, vegetated buffer strips, sediment barriers or filters, dikes, and other BMPs intended to trap sediment on-site shall be constructed as one of the first steps in grading.

These BMPs shall be functional before other land disturbing activities take place.

Earthen structures such as dams, dikes, and diversions shall be seeded and mulched according to the timing indicated in Section 12.06.

12.05 STABILIZE SOILS

All exposed and unworked soils shall be stabilized by application of effective BMPs that protect the soil from the erosive forces of raindrop impact, flowing water, and wind erosion.

From October 1 through April 30, no soils shall remain exposed and un-worked for more than 2 days. From May 1 to September 30, no soils shall remain exposed and un-worked for more than seven (7) days. This condition applies to all soils on site, whether at final grade or not.

Acceptable practices shall include, but are not limited to, temporary and permanent seeding, sodding and mulching, plastic covering, soil application of polyacrylamide (PAM), early application of gravel base on areas to be paved, and dust control.

Soil stabilization measures selected should be appropriate for the time of year, site conditions, estimated duration of use, and potential water quality impacts that stabilization agents may have on downstream waters or ground water.

Soil stockpiles must be stabilized and protected with sediment trapping measures.

Work on linear construction sites and activities, including right-of-way and easement clearing, roadway development, pipelines, and trenching for utilities, shall not exceed the capability of the individual contractor for his portion of the project to install the bedding materials, roadbeds, structures, pipelines, and/or utilities, and to re-stabilize the disturbed soils, meeting the timing conditions listed above.

12.06 PROTECT SLOPES

Cut and fill slopes shall be designed and constructed in a manner that will minimize erosion.

Soil type and its potential for erosion shall be considered in determining how and when to protect slopes from erosion.

Slope runoff velocities shall be reduced by the continuous length of slope with terracing and diversions, reduces slope steepness, and roughing slope surfaces.

Upslope drainage and run-on waters from off-site shall be diverted with interceptors at top of the slope. Off-site storm water should be handled separately from storm water generated on the site. Diversion of off-site storm water around the site may be a viable option. Diverted flows shall be redirected to the natural drainage location at or before the property boundary.

Contractor shall not divert water from its natural drainage course beyond the project site nor artificially collect and channel water in such a manner as to exceed the capacity of the downstream natural drainage course.

Down slope collected flows shall be contained in pipes, slope drains, or protected channels.

Drainage shall be provided to remove ground water intersecting the slope surface of exposed soil areas.

Excavated material shall be placed on the uphill side of trenches, consistent with safety and space considerations.

Check dams shall be placed at regular intervals within trenches that are cut down a slope.

Stabilize soils on slopes, as specified herein.

12.07 PROTECT DRAIN INLETS

All approach roads shall be kept clean, and all sediment and street wash water shall not be allowed to enter storm drains without prior and adequate treatment unless treatment is provided before the storm drain discharges to waters of the State.

12.08 STABILIZE CHANNELS AND OUTLETS

All temporary on-site conveyance channels shall be designed, constructed and stabilized to prevent erosion from the expected velocity of flow from a two year, 24-hour frequency storm for the developed condition.

Stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes and downstream reaches shall be provided at the outlets of all conveyance systems.

12.09 CONTROL POLLUTANTS

All pollutants, including waste materials and demolition debris, that occur on-site during construction shall be handled and disposed of in a manner that does not cause contamination of storm water.

The Contractor shall provide any and all cover, containment, and protection from vandalism shall be provided for all chemicals, liquid products, petroleum products, and non-inert wastes present on the site.

Maintenance and repair of heavy equipment and vehicles involving oil changes, hydraulic system drain down, solvent and de-greasing cleaning operations, fuel tank drain down and removal, and other activities which may result in discharge or spillage of pollutants to the ground or into storm water runoff must be conducted using spill prevention measures, such as drip pans. Contaminated surfaces shall be cleaned immediately following any discharge or spill incident. Emergency repairs may be performed on-site using temporary plastic placed beneath and, if raining, over the vehicle.

Wheel wash, or tire bath wastewater, shall be discharged to a separate on-site treatment system or to the sanitary sewer. All discharges to the sewer system (storm or sanitary) require prior County approval. Discharges to the sewer system may require a separate Special Approved Discharge permit.

12.10 CONTROL DE-WATERING

All foundation, vault, and trench de-watering water, which have similar characteristics to storm water runoff at the site, shall be discharged into a conveyance system, prior to discharge to a sediment trap or sediment pond. Channels must be stabilized, as specified in Section 12.09.

Clean, non-turbid de-watering water, such as well-point ground water, can be discharged to systems tributary to state surface waters, as specified in Section 12.09, provided the de-watering flow does not cause erosion or flooding of the receiving waters. These clean waters should not be routed through sediment ponds with storm water.

Highly turbid or otherwise contaminated dewatering water, such as from construction equipment operation, clamshell digging, concrete tremie pour, or work inside a cofferdam, shall be handled separately from storm water at the site.

Other disposal options, depending on site constraints, may include:

1. Infiltration,
2. Transport off-site in vehicle, such as a vacuum flush truck, for legal disposal in a manner that does not pollute state waters,
3. On-site treatment using chemical treatment or other suitable treatment technologies, or
4. Sanitary sewer discharge with local sewer utility approval, if there is no other option.

All discharges to the sewer system (storm or sanitary) require prior City approval. Discharges to the sewer system may require a separate Special Approved Discharge permit.

12.11 MAINTAIN BMPs

All temporary and permanent erosion and sediment control BMPs shall be maintained and repaired as needed to assure continued performance of their intended function. All maintenance and repair shall be conducted in accordance with BMPs.

During the dry season (see Section 12.06) sediment control BMPs shall be inspected and repaired weekly or after a runoff-producing storm event. During the wet season BMPs shall be inspected daily.

All temporary erosion and sediment control BMPs shall be removed within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed. Trapped sediment shall be removed or stabilized on site. Disturbed soil areas resulting from removal of BMPs or vegetation shall be permanently stabilized.

Phasing of Construction - Projects shall be phased in order to prevent, the transport of sediment from the development site during construction unless the applicant can demonstrate construction phasing is infeasible. Re-vegetation of exposed areas and maintenance of that vegetation shall be an integral part of the clearing activities for any phase.

12.12 MANAGE THE PROJECT

Clearing and grading activities shall only occur within the limits shown on the Plans.

When establishing these permitted clearing and grading areas, consideration was given to minimizing removal of existing trees and minimizing disturbance/compaction of native soils except as needed for building purposes. These permitted clearing and grading areas and any other areas required to preserve critical or sensitive areas, buffers, native growth protection easements, or tree retention areas as may be required by the City, will be delineated on the site plans.

12.12.A Seasonal Work Limitations

There are no seasonal work limitations for this project.

12.12.B Inspection and Monitoring

All BMPs shall be inspected, maintained, and repaired as needed to assure Continued performance of their intended function.

A Certified Professional in Erosion and Sediment Control shall be identified and shall be on-site or on-call at all times.

Certification may be through the Washington State Department of Transportation/Associated General Contractors (WSDOT/AGC) Construction Site Erosion and Sediment Control Certification Program or any equivalent local or national certification and/or training program. Sampling and analysis of the storm water discharges from a construction site may be necessary on a case-by-case basis to ensure compliance with standards. Monitoring and reporting requirements may be established by the City or Local Permitting Authority when necessary.

Whenever inspection and/or monitoring reveals that the BMPs installed on the project are inadequate, due to the actual discharge of or potential to discharge a significant amount of any pollutant, the BMP's shall be modified, as appropriate, in a timely manner.

TECHNICAL PROVISIONS – SECTION 13

INSTALLATION OF THE STATIONS

13.01 CLEANLINESS

The Contractor shall be responsible to maintain the interior of the station as clean as possible at all times. All personnel entering the station shall keep the station interior clean. Upon completion of this project, the Contractor shall clean the station's interior (including walls, floors, and other surfaces) to the satisfaction of the Engineer.

13.02 LIFTING, TRANSPORTING, AND HANDLING

The PRV vault has been fabricated by Oldcastle Precast.

The Contractor shall deliver the vault to the project site. Once on the site and shall be responsible for lifting and setting the station. The Contractor shall obtain all the necessary permits to perform the task.

The PRV vault is approximately 10 ft. – 8-in. in length and 8 ft. – 8 inches in width. The base weighs approximately 11,340 lbs. The solid-wall center weighs approximately 9,600 lbs. The top weighs approximately 9,750 lbs.

Additional information regarding the size and weight of the station will be made available to the Contractor upon request. Detail drawings from the vault manufacturer are located in the appendices.

The station shall be lifted and handled by a suitable crane. The Contractor shall be fully responsible for any and all damage to the station while lifting and handling.

Note: On-site existing underground utilities/vaults, and overhead power lines will impact crane placement and performance. The Contractor shall be responsible for coordinating crane placement. See drawings for locations of vaults and utilities. The Contractor shall lift and place the station using methods that are acceptable to the Station's Fabricator and that are approved by the Engineer. A spreader bar may be necessary to safely lift the station. Care shall be exercised such that anchor bolts used to secure the station to the slab (if in place) are not damaged while lowering the station into position.

The Contractor shall immediately repair, at his own expense, any and all areas of the station coating (including the lifting eyes) that were damaged as a result of the moving and handling of the station.

The coatings used on the stations are as follows:

Exterior surfaces: Tnemec Series #46H-413 Hi-build Tneme-Tar – 20 mils dry

Interior surfaces: Tnemec Series #66 Epoxoline prime coat – 6 mils dry

Tnemec Series #73 Endura-shield III topcoat – 4 mils dry

All repairs shall be in accordance with the recommendations of the coating manufacturer.

13.03 SETTING AND SECURING

The vault shall be set in proper alignment and on suitable base material. The backfill and base shall be compacted in accordance with Section 6.

13.04 STATION DRAINAGE

The Contractor shall provide and install a 1 ¼ -inch Schedule 80 PVC drain line from the station and three (3) cubic yard overflow for the PRV station.

13.05 HUMIDITY CONTROL INSIDE STATION

Not applicable.

13.06 STATION STARTUP

Prior to commencing the startup, the City will operate valves external to the station and shall cause the pipelines to slowly fill with water.

The startup shall not be continued until all required leakage tests have been completed to the satisfaction of the Engineer or Construction Inspector. No leakage will be allowed.

To satisfy the requirements of the Engineer or Construction Inspector during the startup of the facility, the Contractor may be required to provide Startup Assistance.

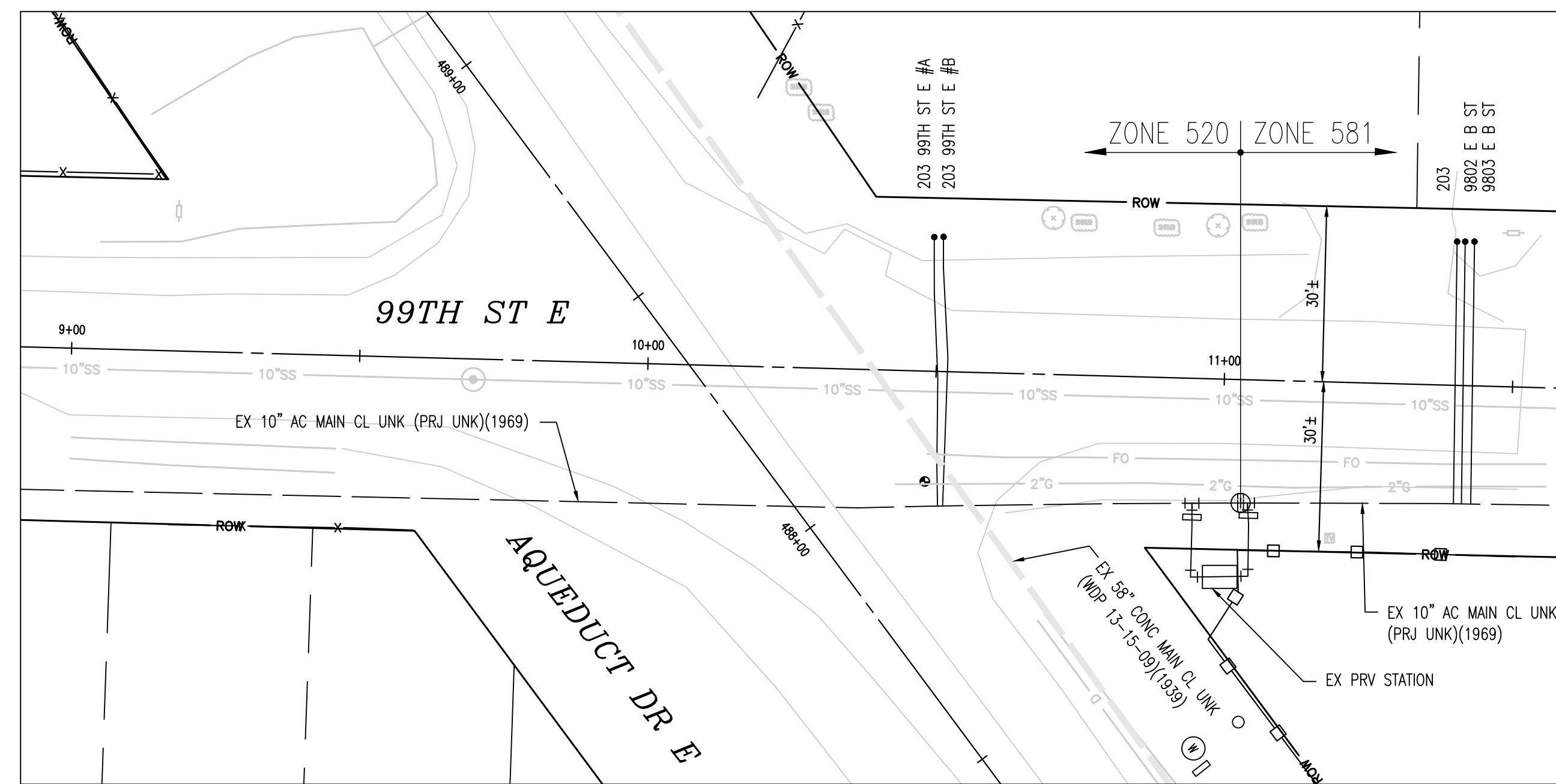
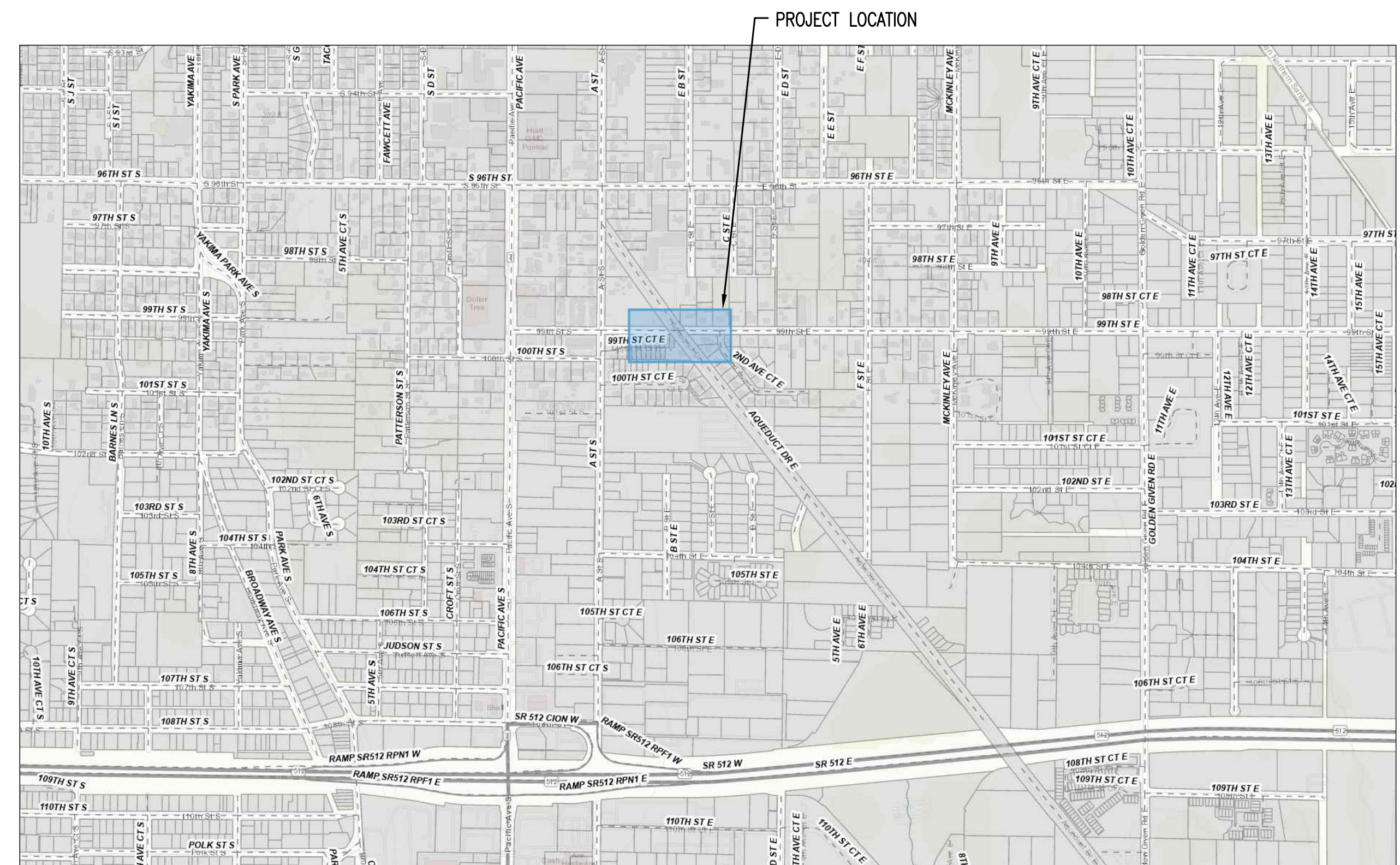
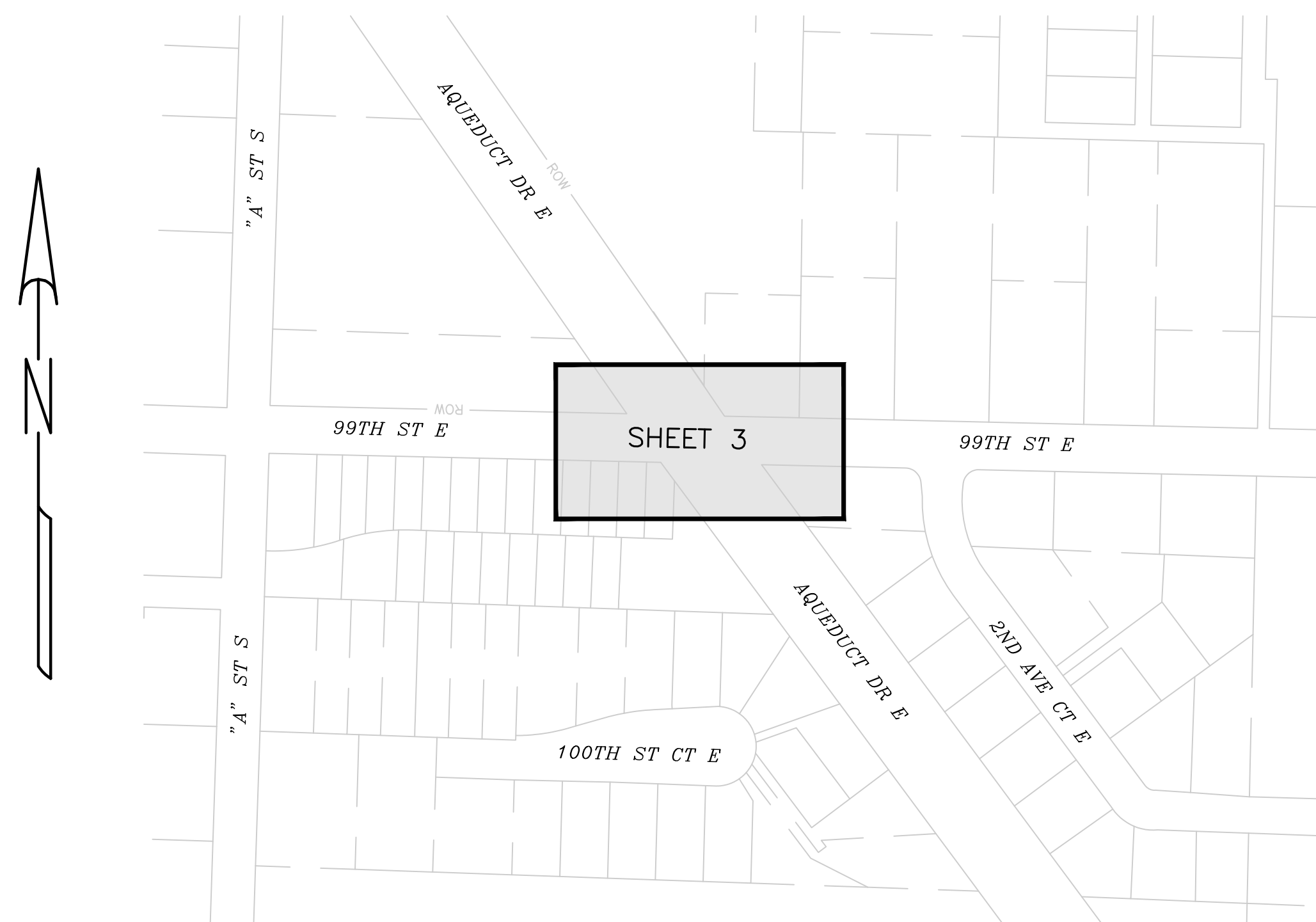
Services provided shall be available for at least two (2) full days until startup activities are concluded and functional acceptance is granted to station.

Such startup assistance shall include such modifications to the Work as deemed necessary by the Engineer or City Representative to provide a complete and functional facility.

APPENDIX A

Drawings

99TH & AQUEDUCT PRV STATION REPLACEMENT



EXISTING CONDITIONS
1"=20'

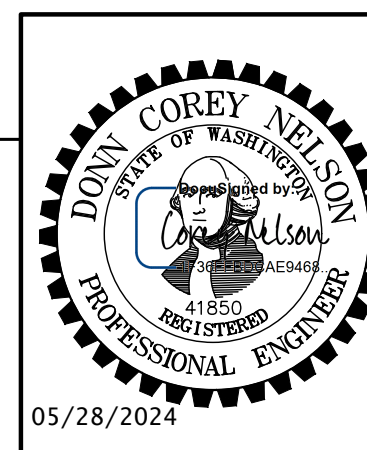
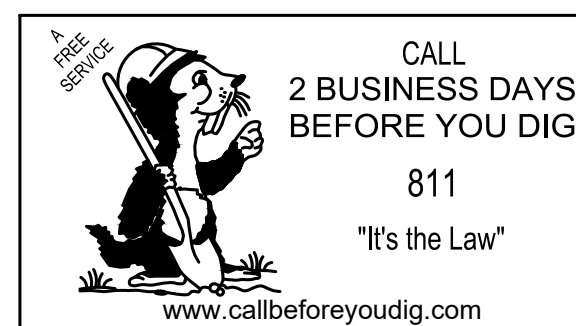
- SHEET 1 COVER SHEET
- SHEET 2 LEGEND & ABBREVIATIONS
- SHEET 3 VAULT & WATER MAIN SITE LAYOUT
- SHEET 4 VAULT PENETRATION & THRUST ANCHOR DETAILS
- SHEET 5 VAULT VENT PIPE, DRAIN LINE, & LADDER DETAILS
- SHEET 6 PRV DETAILS

TOPOGRAPHY INFORMATION WAS PROVIDED BY
TACOMA WATER JEH



CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION

COVER SHEET FOR
99TH & AQUEDUCT PRV VAULT REPLACEMENT



NO	REVISION	DATE	BY	APP'D
3				
2				
1				

DATE	10/22	APPROVED	<i>Ann Gump</i>	SCALE	HORIZ: NTS
DESIGNED	CN	PLANNING & ENGINEERING DIVISION		VERT: NTS	DRAWING NO
DRAWN	RJE				CA-799
CHECKED	CN				SHEET 1 OF 6
FIELD BOOK	MAP NO. 193/13	BLUE BOOK	WBS #	WTR-00634-19-01	INSPECTION

LINETYPES

EXISTING	PROPOSED	DESCRIPTION
---	---	CURB
////	////	BUILDING LINE
---	---	FENCE
		GUARDRAIL
+	+	RAILROAD TRACKS
○	○	RETAINING WALL
---	---	CENTERLINE
— ROW —	— P/ROW —	RIGHT OF WAY
---	---	EASEMENT
>---	>---	CULVERT
— D —	— D —	DITCH
---	---	SIDE SEWER
— 14"SS —	— 14"SS —	SANITARY SEWER
— 16"FM —	— 16"FM —	FORCED SANITARY
— 20"SD —	— 20"SD —	STORM DRAIN
— 10"G —	— 10"G —	GAS
— TEL —	— TEL —	TELEPHONE
— FO —	— FO —	FIBER OPTIC
— TV —	— TV —	TELEVISION (CATV)
— PWR —	— PWR —	POWER
— SL —	— SL —	STREETLIGHT
— TS —	— TS —	TRAFFIC SIGNAL
— JUT —	— JUT —	JOINT UTILITY TRENCH
— EX 12" AC MAIN —	— EX 12" AC MAIN —	DISTRIBUTION MAINS
— EX 58" STL MAIN —	— EX 58" STL MAIN —	TRANSMISSION MAINS

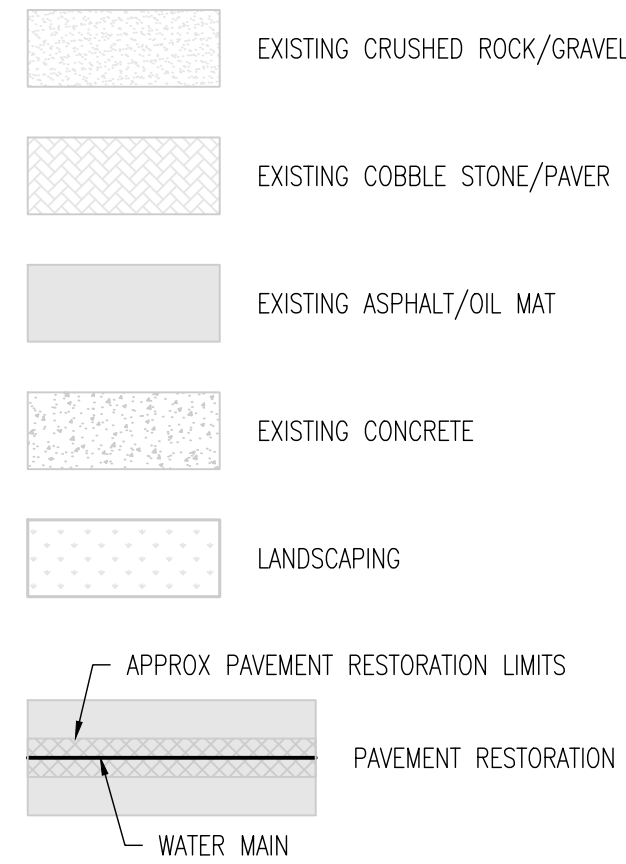
WATER SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
○	○	BYPASS
		CHECK VALVE
		OPEN VALVE
○	○	CLOSED VALVE
478 PRV 251	478 PRV 251	PRESSURE REDUCING VALVE (PRV)
+	+	TEE
—	—	11-1/4" ELL
—	—	22-1/2" ELL
—	—	45" ELL
—	—	90" ELL
+	+	CROSS
+	+	VERTICAL ELL W/ CONCRETE ANCHOR
● 8929	+	WATER SERVICE
+	+	SAMPLE STATION
NOT USED	+	CONCRETE ANCHOR
—	+	REDUCER W/CONCRETE ANCHOR
+	+	BLOW OFF ASSEMBLY
+	+	CAP
+	+	PLUG
+	+	SOLID SLEEVE
+	+	TRANSITION COUPLING
+	+	END CAP COUPLING
+	+	6" FIRE HYDRANT
+	+	4" FIRE HYDRANT

OTHER SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
○ B	○ B	BOLLARD
○ FO	○ FO	FIBER OPTIC MANHOLE
○ FO	○ FO	FIBER OPTIC VAULT
○	○	GAS MANHOLE
		GAS VALVE
○	○	MONUMENT
○	○	POWER MANHOLE
○	○	POWER POLE
○	○	POWER POLE ANCHOR
○	○	POWER VAULT
○	○	RAILROAD SIGN
○	○	SANITARY MANHOLE
○	○	SHRUB
○	○	SPRINKLER HEAD
○	○	STORM CATCH BASIN
○	○	STORM MANHOLE
○	○	STREETLIGHT
○	○	STREETLIGHT JB
○	○	TELEPHONE JB
○	○	TELEPHONE MANHOLE
○	○	TELEPHONE POLE
○	○	TELEVISION JB
○	○	TRAFFIC SIGNAL
○	○	TRAFFIC SIGNAL JB
○	○	TREES (CLASS 0-LESS THAN 12")
○	○	NOT USED TREES (CLASS 1-12" UP TO BUT NOT INCLUDING 36")
○	○	NOT USED TREES (CLASS II-36" UP TO BUT NOT INCLUDING 72")
○	○	NOT USED TREES (CLASS III-72" UP TO BUT NOT INCLUDING 127")
○	○	NOT USED TREES (CLASS IV-127" OR MORE - TREE HEIGHT OF 30' OR LESS)
○	○	NOT USED TREES (CLASS V-127" OR MORE - TREE HEIGHT GREATER THAN 30')

PAVEMENT



ABBREVIATIONS

A	ANGLE	MAX	MAXIMUM
ABAN	ABANDONED	MH	MANHOLE
AC	ASBESTOS CEMENT	MIC	MON IN CASE
APP'D	APPROVED	MIL	MILLIMETER
APPROX	APPROXIMATELY	MIN	MINIMUM
ASPH	ASPHALT	MJ	MECHANICAL JOINT
AVE	AVENUE	MON	MONUMENT
B/F	BUTTERFLY	MRP	MAIN REPLACEMENT PROJECT
B/O	BLOW OFF	N	NORTH
B/O ASSY	BLOW OFF ASSEMBLY	N/A	NOT APPLICABLE
BLVD	BOULEVARD	NGVD	NATIONAL GEODETIC VERTICAL DATUM
BM	BENCH MARK	NO	NUMBER
BNSF	BURLINGTON NORTHERN SANTA FE RAILWAY	NTS	NOT TO SCALE
BVC	BEGIN VERTICAL CURVE	OD	OUTSIDE DIAMETER
CB	CATCH BASIN	OH	OVERHEAD
CDF	CONTROLLED DENSITY FILL	PC	PIERCE COUNTY
CI	CAST IRON	PC	PRIVATE CONTRACT
CL	CENTERLINE OR CLASS	PC	POINT OF CURVE
CO	CLEAN OUT	PE	POLYETHYLENE
CON	CONCRETE	PG	PERFORMANCE GRADE
CONN	CONNECTION	PI	POINT OF HORIZONTAL INTERSECTION
CONSTR	CONSTRUCTION	PKWY	PARKWAY
COT	CITY OF TACOMA	PL	PLACE
CSBC	CRUSHED SURFACING BASE COURSE	PLS	PLASTIC
CSTC	CRUSHED SURFACING TOP COURSE	PRJ	PROJECT
CT	COURT	PROP	PROPOSED
CULV	CULVERT	P/ROW	PROPOSED RIGHT OF WAY
CY	CUBIC YARD	PRP	PUBLIC ROAD PROJECT
D	DELTA	PRV	PRESSURE REDUCING VALVE
DI	DUCTILE IRON	PT	POINT OF TANGENCY
DIA	DIAMETER	PVC	POLYVINYL CHLORIDE
DWG	DRAWING	PVI	POINT OF VERTICAL INTERSECTION
DWY	DRIVEWAY	PVT	POINT OF VERTICAL TANGENCY
E	EAST	PWA	PUBLIC WORKS ADMINISTRATION
EA	EACH	R	RADIUS
ELEC	ELECTRICAL	R	RANGE
ELEV	ELEVATION	R/R	RAILROAD
EOP	EDGE OF PAVEMENT	ROW	RIGHT OF WAY
EQ	EQUATION	R/W	RIGHT OF WAY
EVC	END VERTICAL CURVE	RD	ROAD
EX	EXISTING	RDWY	ROADWAY
FFE	FINISHED FLOOR ELEVATION	S	SOUTH
FH	FIRE HYDRANT	SAN	SANITARY
FLG	FLANGE	SBM	SURFACE BRASS MON
FM	FORCE MAIN	SEB	SMALL END BELL
FT	FOOT	SEC	SECTION
GALV	GALVANIZED	SES	SMALL END SPIGOT
GIS	GEOGRAPHIC INFORMATION SYSTEM	SP	SPECIAL
GM	GAS METER	SSB	SUB SURFACE BRASS
GND	GROUND	SSS	SUB SURFACE STONE
GV	GATE VALVE	ST	STREET
HDPE	HIGH DENSITY POLYETHYLENE	STL	STEEL
HMA	HOT MIX ASPHALT	SW	SIDEWALK
HP	HIGH PRESSURE	T	TANGENT
HYD	HYDRANT	T	TOWNSHIP
ID	INSIDE DIAMETER	TEMP	TEMPORARY
IE	INVERT ELEVATION	TL	TRUE LENGTH
IN	INCH	TYP	TYPICAL
IP	INTERMEDIATE PRESSURE	UG	UNDERGROUND
JB	JUNCTION BOX	UNK	UNKNOWN
JUT	JOINT UTILITY TRENCH	VERT	VERTICAL
L	LENGTH	VC	VERTICAL CURVE
LC	LENGTH OF CHORD	W	WEST
LF	LINEAR FEET	W/	WITH
LEB	LARGE END BELL	WDP	WATER DIVISION PROJECT
LES	LARGE END SPIGOT	WM	WILLAMETTE MERIDIAN
LID	LOCAL IMPROVEMENT DISTRICT	WO	WORK ORDER
		YR	YEAR

STANDARD NOTES

THERE SHALL BE NO SUBSTITUTION OF MATERIALS WITHOUT PRIOR APPROVAL OF TACOMA WATER.

ALL VALVE BOXES AND TOPS SHALL BE MANUFACTURED IN ACCORDANCE WITH TACOMA WATER DWG 17-56-1.

ALL VALVE BOXES INSTALLED IN PAVING REQUIRE A 36" DIAMETER CONCRETE PAD, 6" THICK WITH 1-1/2" HMA CLASS 3/8" PG 64-22 PATCH PER TACOMA WATER DWG 17-56-1.

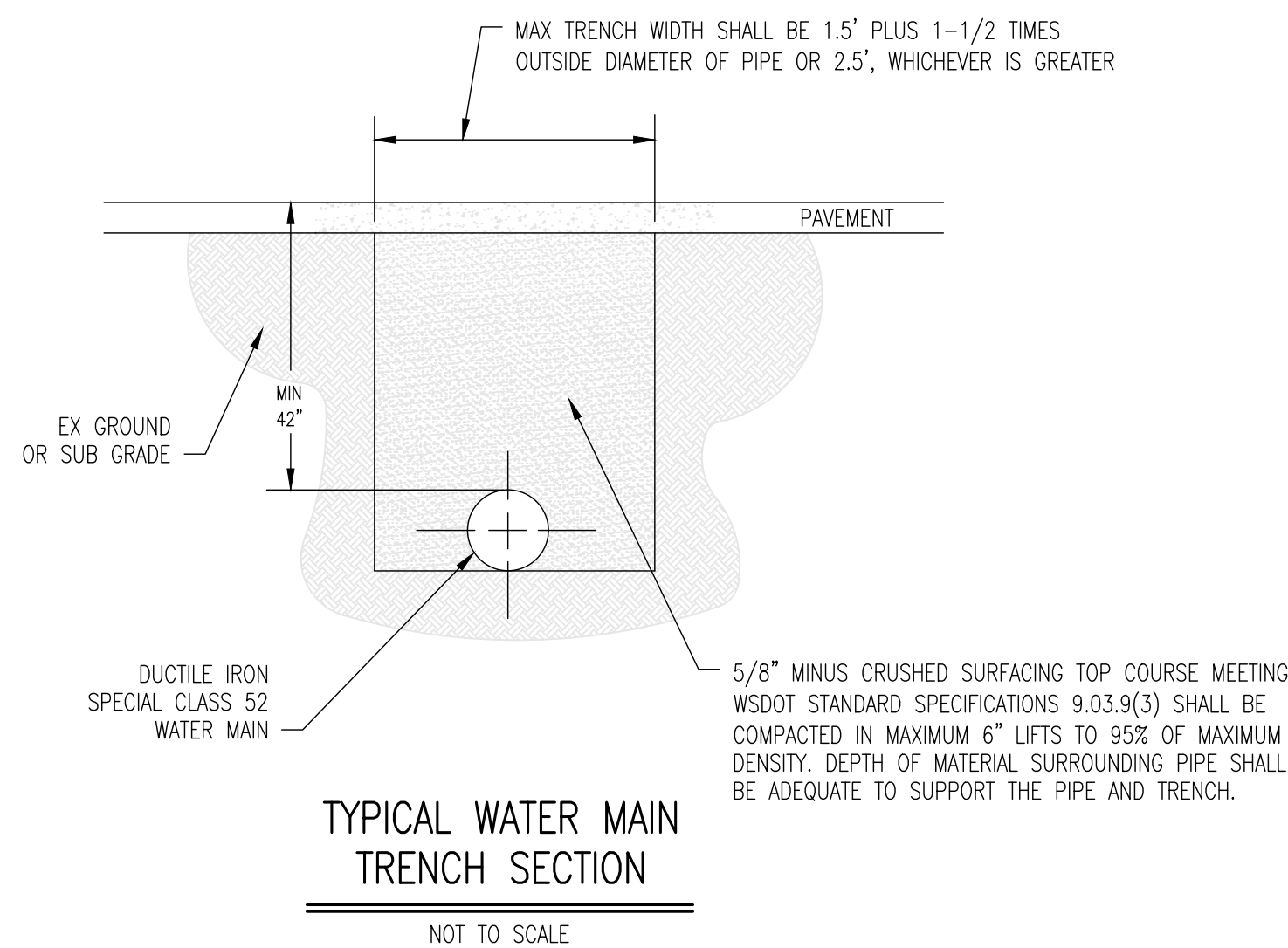
THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

USE SHORT LENGTHS OF PIPE AS REQUIRED BY THE INSPECTOR TO MAINTAIN PROPER GRADE AND ALIGNMENT.

CONTRACTOR TO REMOVE EXISTING FIRE HYDRANTS AT THE FOOT, PLUG END OF ABANDONED HYDRANT LATERAL AND RETURN HYDRANTS TO THE TACOMA WATER STOREROOM AT SOUTH 35TH STREET AND UNION AVENUE, TACOMA, WA. INCIDENTAL TO CONTRACT.

CONTRACTOR TO REMOVE EXISTING VALVE BOXES ABANDONED BY THIS PROJECT. INCIDENTAL TO CONTRACT.

CONTRACTOR TO PROTECT EXISTING MAINS AS THEY WILL REMAIN IN SERVICE UNTIL TESTING, SAMPLING AND SERVICE TRANSFERS ARE COMPLETE.



TACOMA WATER
TACOMA PUBLIC UTILITIES

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION

**LEGEND & ABBREVIATIONS FOR
99TH & AQUEDUCT PRV VAULT REPLACEMENT**

NO	REVISION	DATE	BY	APP'D
3				
2				
1				

DATE: 10/22

DESIGNED: CN

DRAWN: RJE

CHECKED: CN

APPROVED: *Ann Conn*

PLANNING & ENGINEERING DIVISION

SCALE: HORIZ: NTS, VERT: NTS

DRAWING NO: CA-799

FIELD BOOK	MAP NO.	BLUE BOOK	WBS #	SURVEYING	ENGINEERING	INSPECTION
	193/13		WTR-00634-19-01		WTR-00634-19-01-01	

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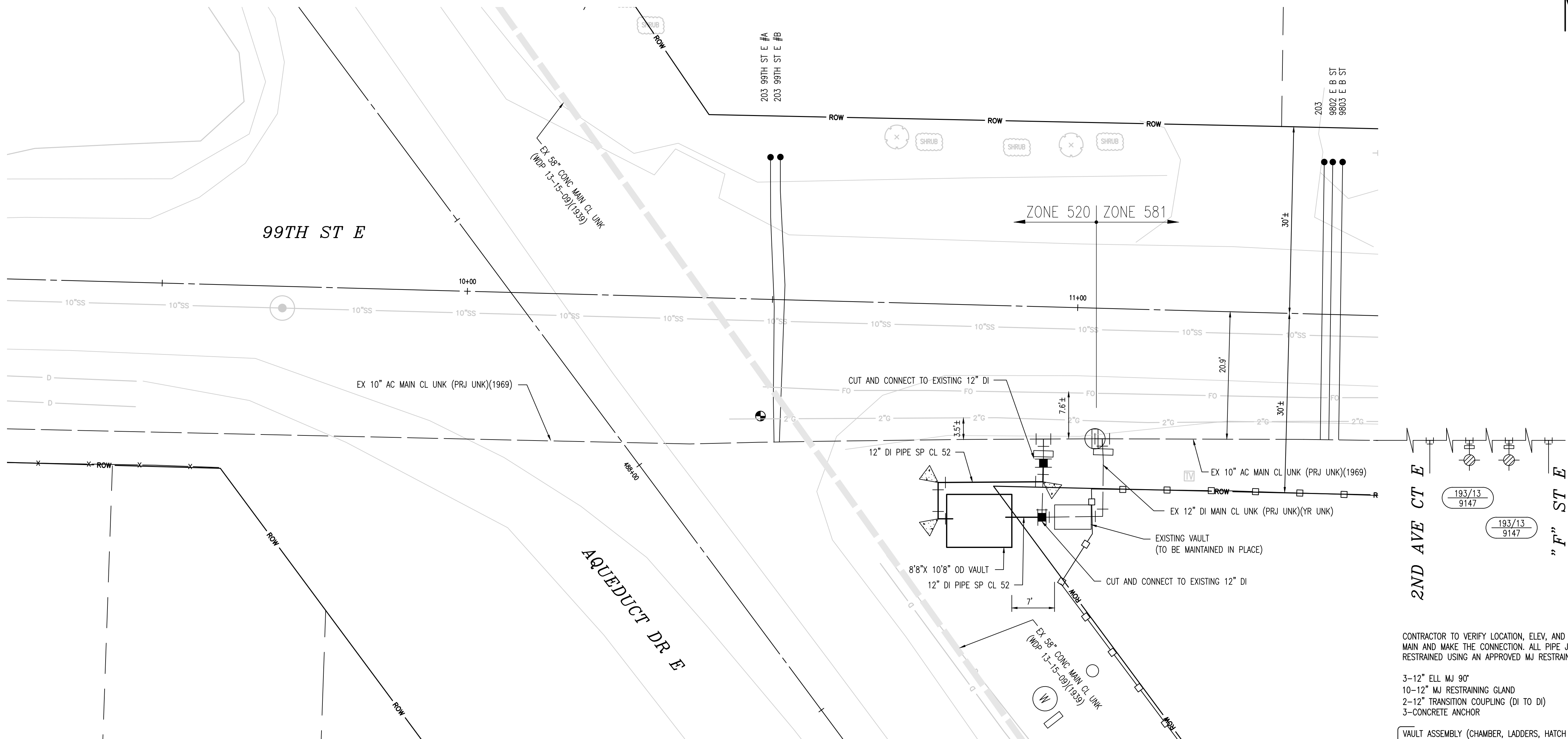
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05/28/2024

99TH ST E & AQUEDUCT DR E

NE1/4-SEC04-T19N-R3E-WM

CONTRACTOR				
SUPPLIER				
PIPE				
HYDRANTS				
VALVES				
INSPECTOR				
PRE-CONSTRUCTION				
PERMIT NUMBER				
ACTIVATE PERMIT				
START				
FILL MAIN				
PRESSURE TEST				
FLUSHED				
SAMPLES LOGGED IN BOOK				
1ST SET OF SAMPLES				
2ND SET OF SAMPLES				
MAIN IN SERVICE				
PROJECT COMPLETION LETTER				
HYDRANT DATA SHEETS				
B/O DATA SHEETS				
FINAL CHECK				
CLOSE PERMIT				
YEARLY PROJECTS INSPECTORS OFFICE				
PHASES				
SECTION	START	FILL	TEST	IN SERVICE

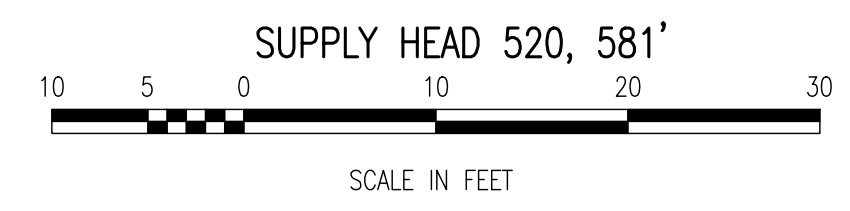


CONTRACTOR TO VERIFY LOCATION, ELEV, AND OD OF EX 12" DI MAIN AND MAKE THE CONNECTION. ALL PIPE JOINTS SHALL BE RESTRAINED USING AN APPROVED MJ RESTRAINING GLAND.

3-12" ELL MJ 90°
 10-12" MJ RESTRAINING GLAND
 2-12" TRANSITION COUPLING (DI TO DI)
 3-CONCRETE ANCHOR

PRV VAULT
 SEE SHEETS 4, 5 & 6

VAULT ASSEMBLY (CHAMBER, LADDERS, HATCH COVERS)
 VENT PIPES
 DRAIN PIPE
 4-BOLLARDS
 2-CONCRETE THRUST ANCHORS @ VAULT PENETRATIONS



CONSTRUCTION NOTE:

CONTRACTOR TO INSTALL VAULT, CORE PIPE PENETRATIONS (16"-18") INSTALL INLET/OUTLET PIPING (12" DI), POUR THRUST ANCHORS FOR VAULT AND PIPE APPERTENANCES, & INSTALL VAULT APPERTENANCES AS SHOWN. TACOMA WATER HAS PURCHASED THE NEW VAULT, LADDER, AND (2) FL X PE SPOOL PIECES FOR THIS PROJECT, WHICH WILL BE PROVIDED TO THE CONTRACTOR AT NO COST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY AND SETTING OF THE VAULT, TO INCLUDE ALL EXCAVATION AND RELATED CONSTRUCTION MATERIALS.

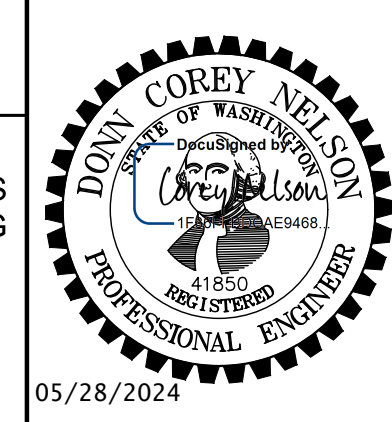
FINAL PAVEMENT RESTORATION LIMITS TO BE DETERMINED BY PUBLIC WORKS INSPECTOR IN FIELD.

CITY OF TACOMA

DEPARTMENT OF PUBLIC UTILITIES

WATER DIVISION

VAULT & WATER MAIN SITE LAYOUT 99TH & AQUEDUCT PRV VAULT REPLACEMENT



3				
2				
1				
NO	REVISION	DATE	BY	APP'D
REFERENCE				
DATE 10/22				
DESIGNED	CN	APPROVED <i>DocuSigned by: [Signature]</i>		
DRAWN	RJE	PLANNING & ENGINEERING DIVISION		
CHECKED	CN	SCALE HORIZ: 1"=10' VERT: NTS		
FIELD BOOK	MAP NO. 193/13	BLUE BOOK	WBS # WTR-00634-19-01	SHEET 3 OF 6

DATE 10/22

DESIGNED CN

DRAWN RJE

CHECKED CN

APPROVED *DocuSigned by: [Signature]*

PLANNING & ENGINEERING DIVISION

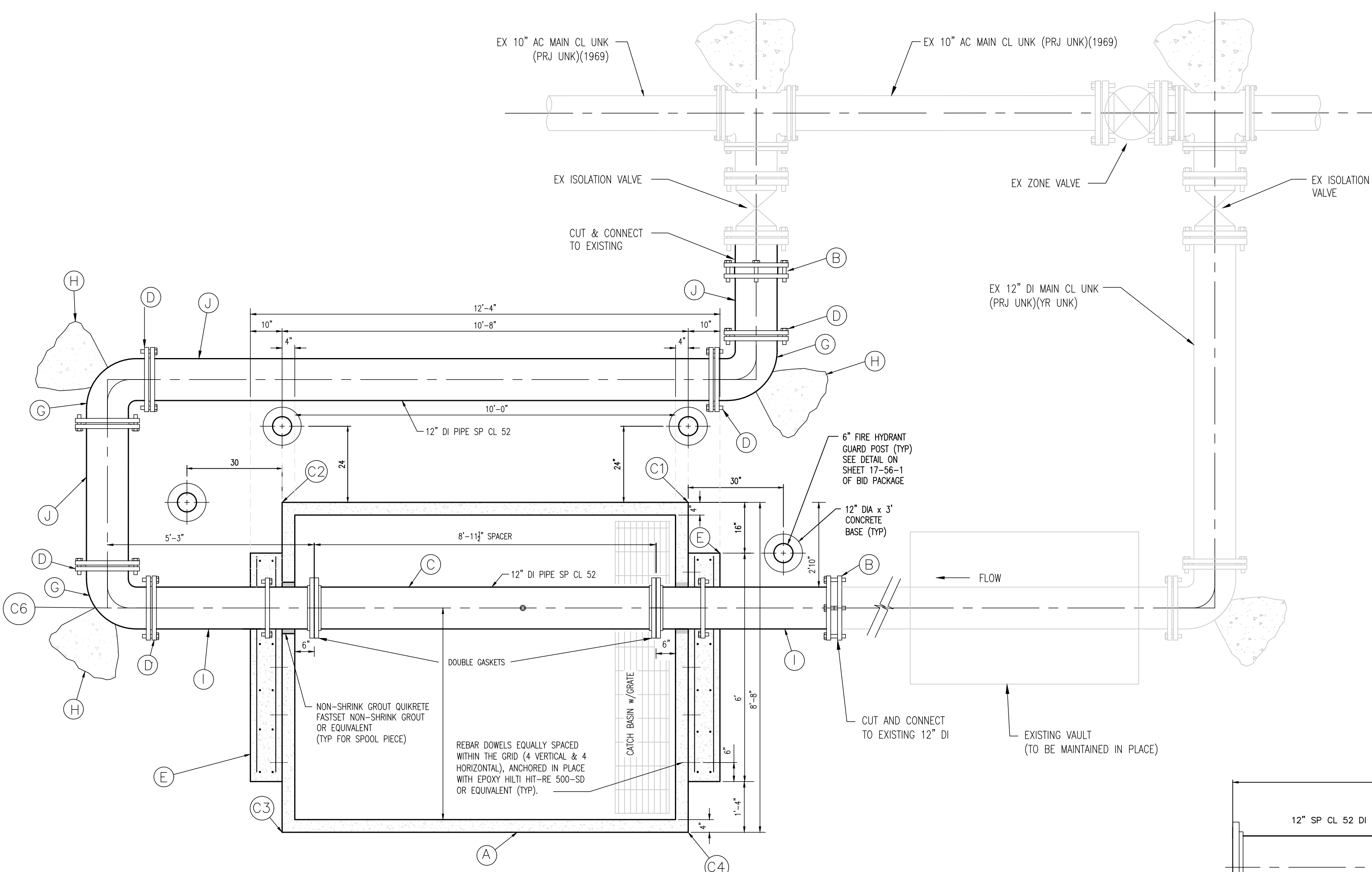
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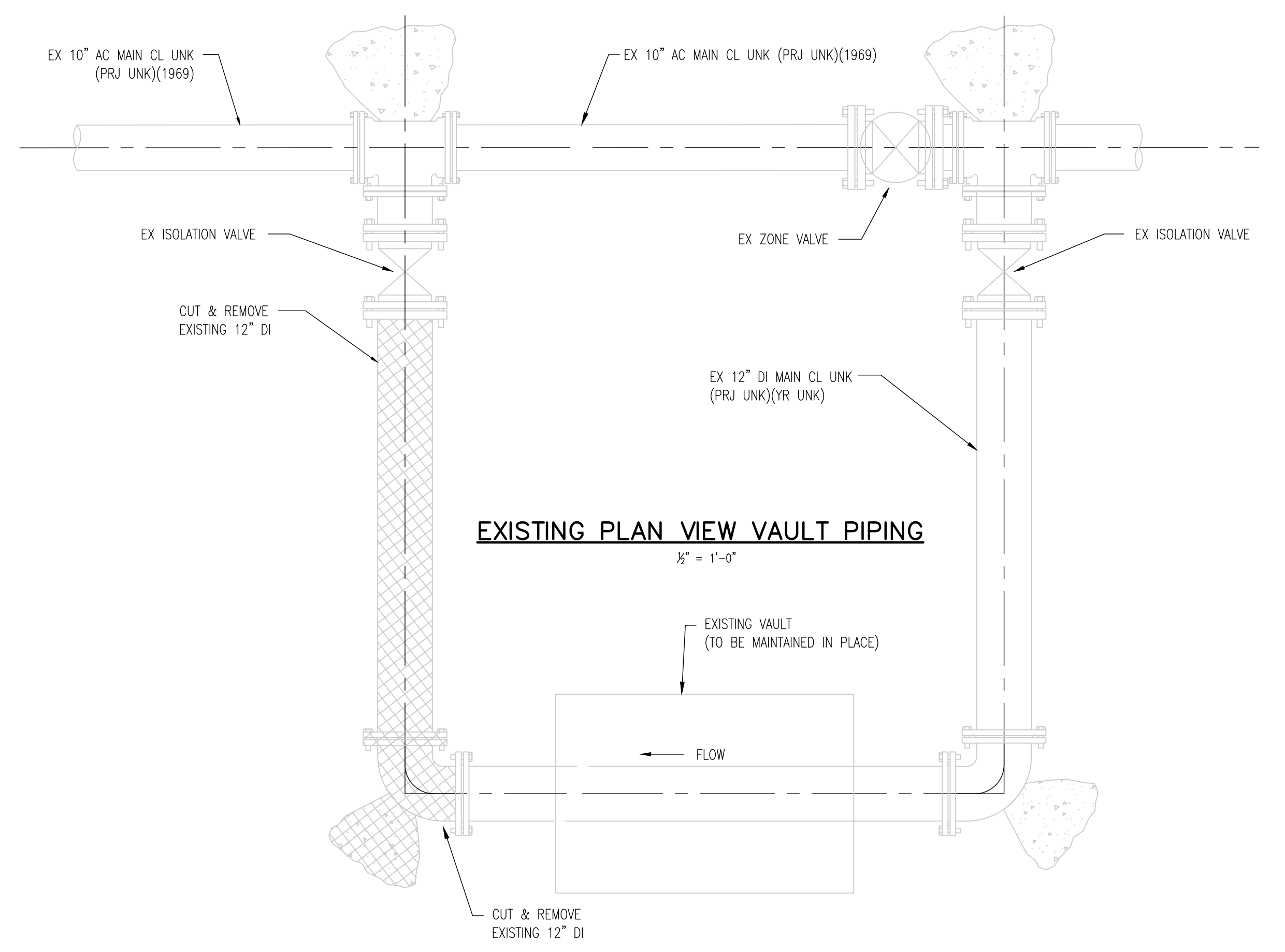
DRAWING NO CA-799

SHEET 3 OF 6

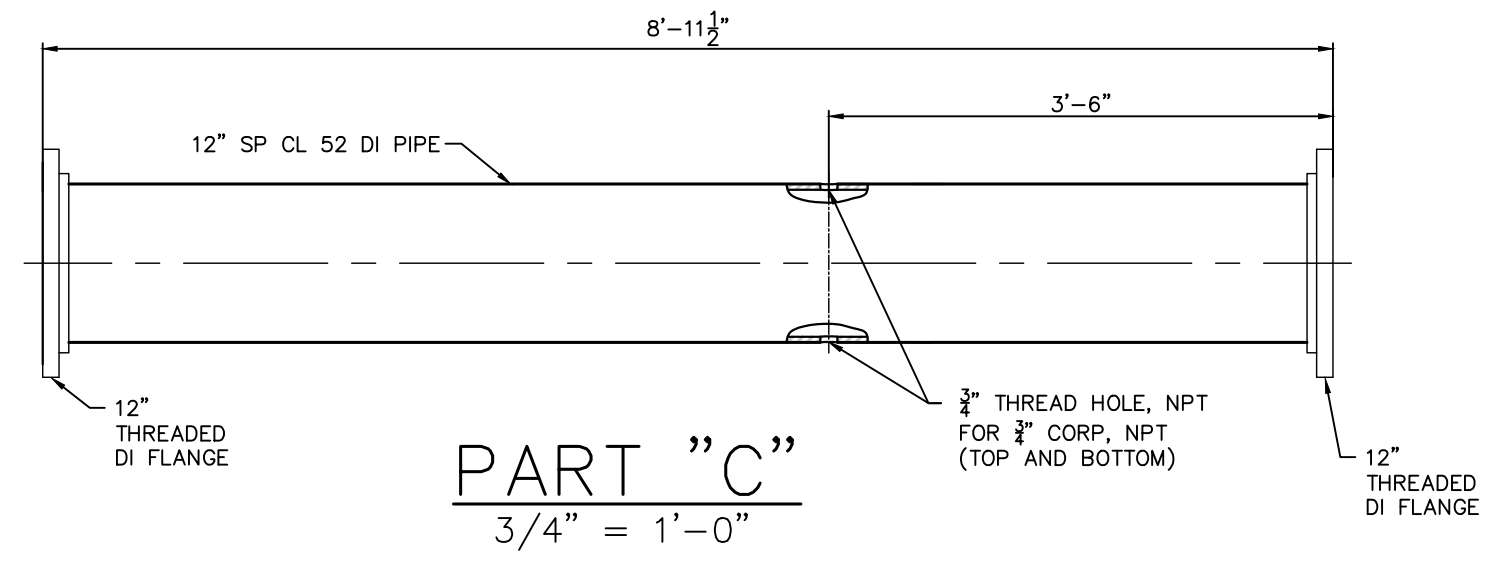
DETAILS



PLAN VIEW VAULT PIPING & THRUST ANCHOR
1/2" = 1'-0"



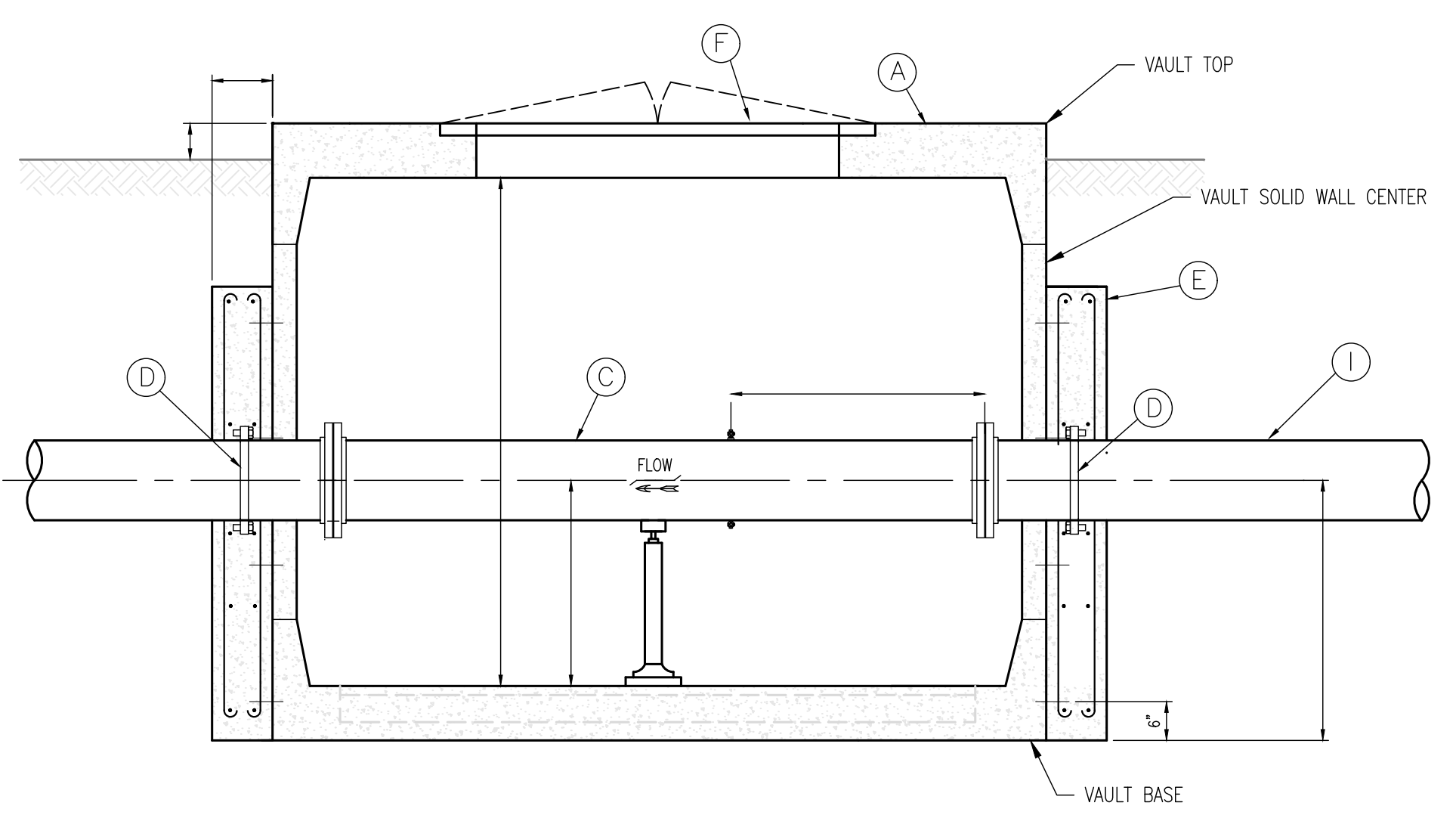
EXISTING PLAN VIEW VAULT PIPING
1/2" = 1'-0"



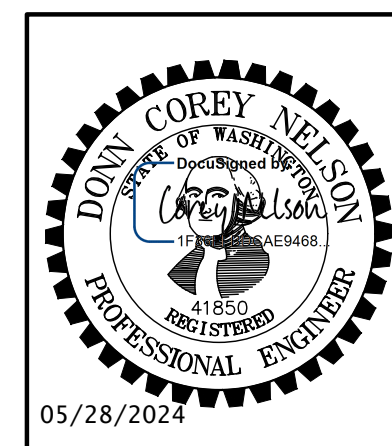
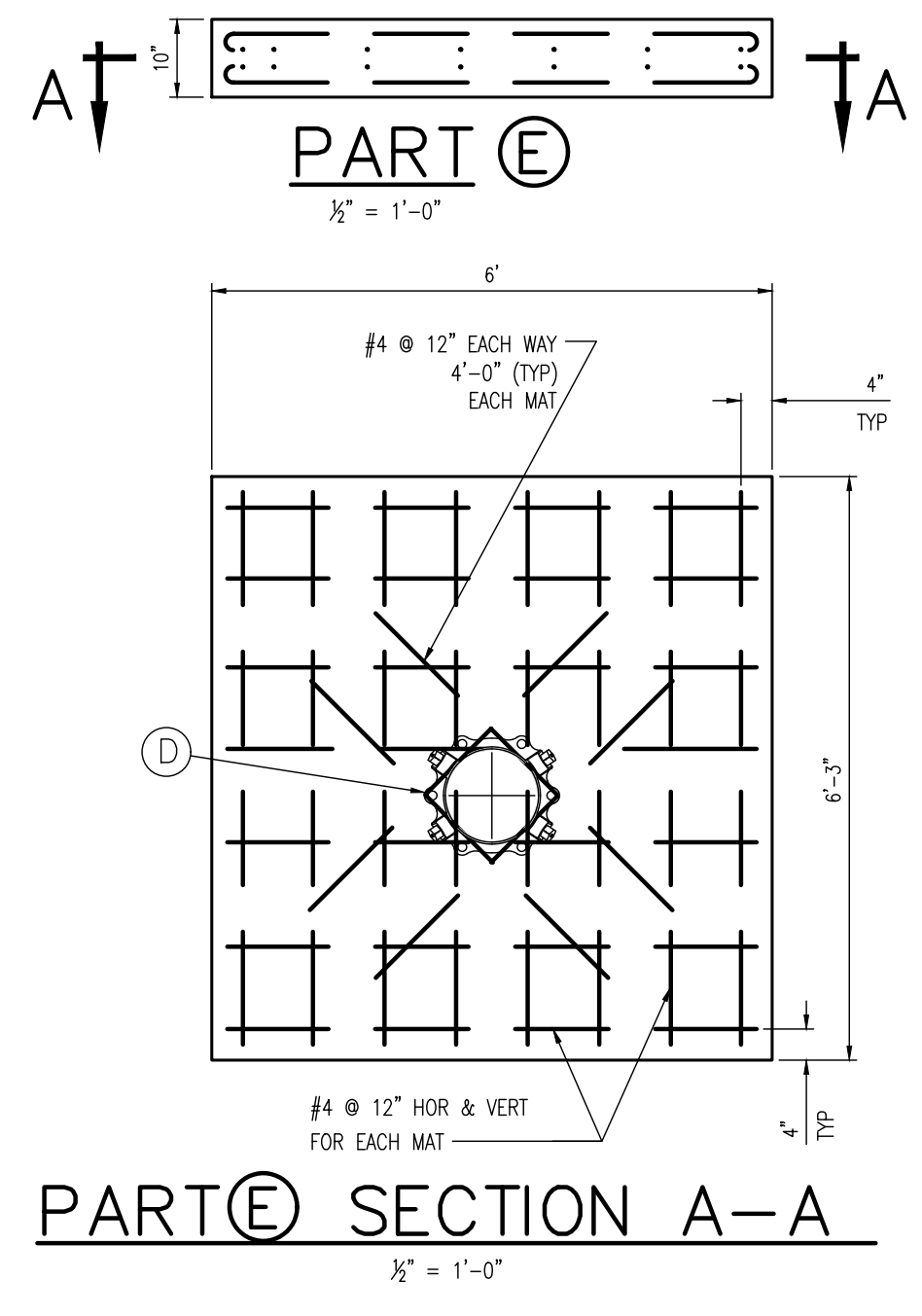
PART#	QTY	DESCRIPTION
A	1	MODEL 810 VAULT AS MODIFIED BY DWGS, (VAULT PROVIDED BY TACOMA WATER, INCLUDES BASE, SOLID WALL CENTER & TOP)
B	2	12" TRANSITION COUPLING, (ROMAC 501 OR APPROVED EQUAL, WITH RESTRAINING PINS)
C	1	12" DI SPACER SPOOL PIECE, THREADED FLANGE X FLANGE
D	8	12" MJ RESTRAINING GLAND
E	2	CONCRETE THRUST ANCHORS TO BE POURED AGAINST VAULT (SEE DETAIL PART E)
F	1	MODEL HD-4B (60 X 72) ALUMINUM ACCESS HATCH, LW PRODUCTS CO INC (CAST IN VAULT)(LID & HATCH PROVIDED BY TACOMA WATER)
G	3	12" DI 90° ELL (MJ X MJ)
H	3	THRUST ANCHOR PER DWG 17-56-1 (THRUST BLOCK DETAIL)
I	2	12" FL X PE DI SPOOL (SUPPLIED BY TACOMA WATER)
J	3	12" DI MJ (LENGTH VARIABLE)

VAULT & ELL COORDINATES (APPROXIMATE)					
C1	NORTHING =	EASTING =	C5	NORTHING =	EASTING =
C2	NORTHING =	EASTING =	C6	NORTHING =	EASTING =
C3	NORTHING =	EASTING =	C7	NORTHING =	EASTING =
C4	NORTHING =	EASTING =	C8	NORTHING =	EASTING =

- NOTES**
- ALL FLANGE BOLT HOLES TO STRADDLE THE VERTICAL CENTERLINE OF PIPES.
 - PRV VAULT TO BE VENTED IN ACCORDANCE W/STD. DWG 1005-A AND AS SHOWN.
 - ALL REINFORCING STEEL TO HAVE A MINIMUM OF 1" COVER.
 - ANCHORS TO BE POURED IN FIELD AFTER PIPE CHAMBER INSTALLATION. CONCRETE ANCHORS TO BE 3000 PSI WITH MAXIMUM AGGREGATE SIZE OF 3/4".
 - ALL CHAMBER JOINTS TO BE SEALED W/2 LAYERS OF CONSEAL CS-101 BUTYL MASTIC. TRIM GASKET MATERIAL FROM INTERIOR OF CHAMBER.
 - PARTS LIST DOES NOT INCLUDE BOLTS & GASKETS.
 - FILL ANNULAR SPACE AT 12" PIPE WALL PENETRATION W/NON SHRINK GROUT.
 - USE LINK SEAL MODEL LS-475-C-10 TO FILL ANNULAR SPACE AROUND VENT PIPE PENETRATIONS THROUGH VAULT WALL.
 - USE LINK SEAL MODEL LS-300-C-4 TO FILL ANNULAR SPACE AROUND DRAIN PIPE PENETRATIONS THROUGH VAULT WALL.
 - VAULT AND ELL COORDINATES TO BE VERIFIED PRIOR TO INSTALLATION



PROFILE VIEW VAULT PIPING & THRUST ANCHOR
1/2" = 1'-0"



NO	REVISION	DATE	BY	APP'D
3				
2				
1				

DATE	10/22
DESIGNED	CN
DRAWN	RJE
CHECKED	CN

FIELD BOOK	MAP NO.	BLUE BOOK	WBS #	SURVEYING	ENGINEERING	INSPECTION
	193/13		WTR-00634-19-01		WTR-00634-19-01	

TACOMA WATER
TACOMA PUBLIC UTILITIES

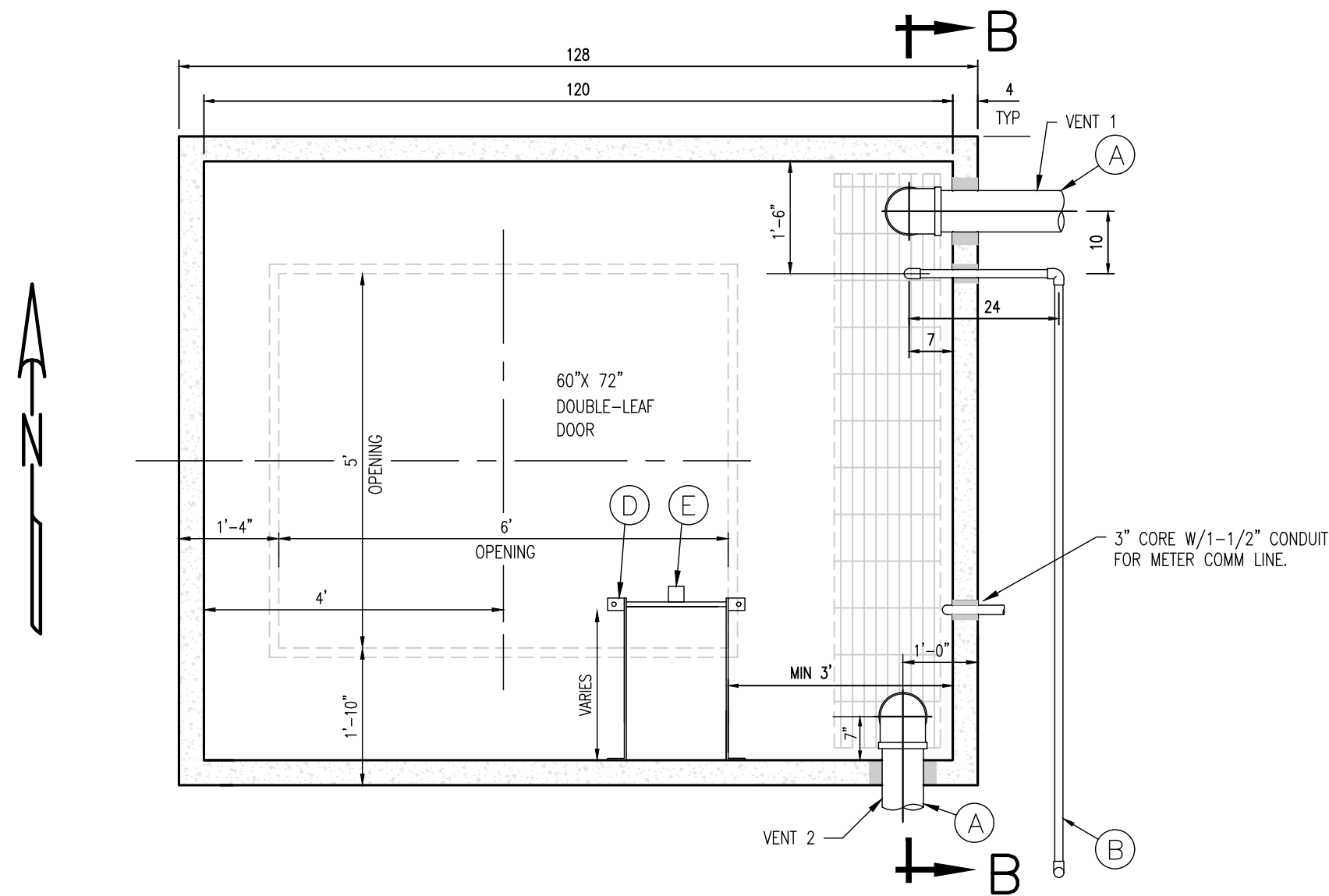
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION

VAULT PENETRATION & THRUST ANCHOR DETAIL
99TH & AQUEDUCT PRV VAULT REPLACEMENT

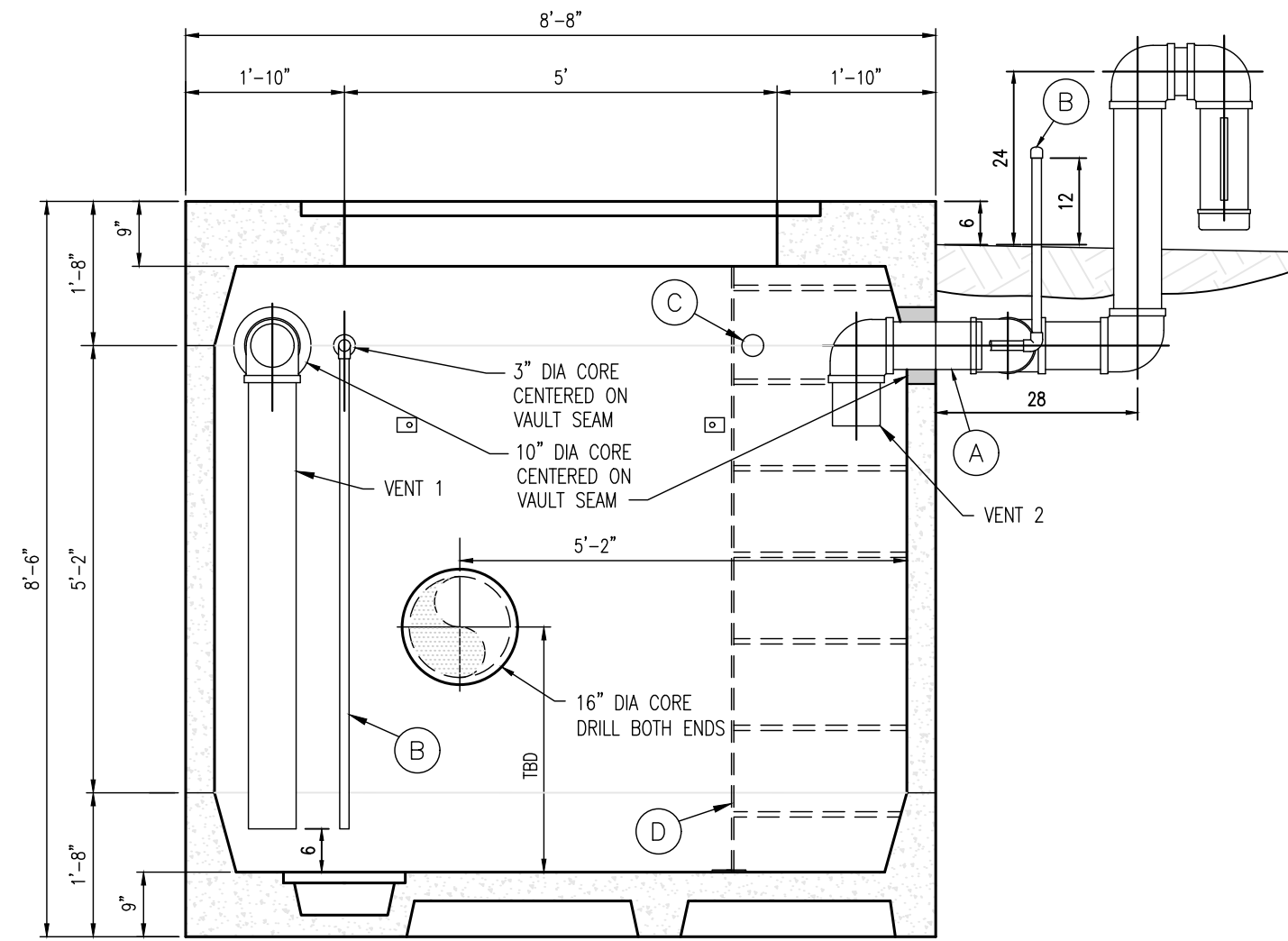
DATE: 10/22
APPROVED: *Donny Nelson*
SCALE: HORIZ: NTS, VERT: NTS
DRAWING NO: CA-799
SHEET 4 OF 6

DETAILS

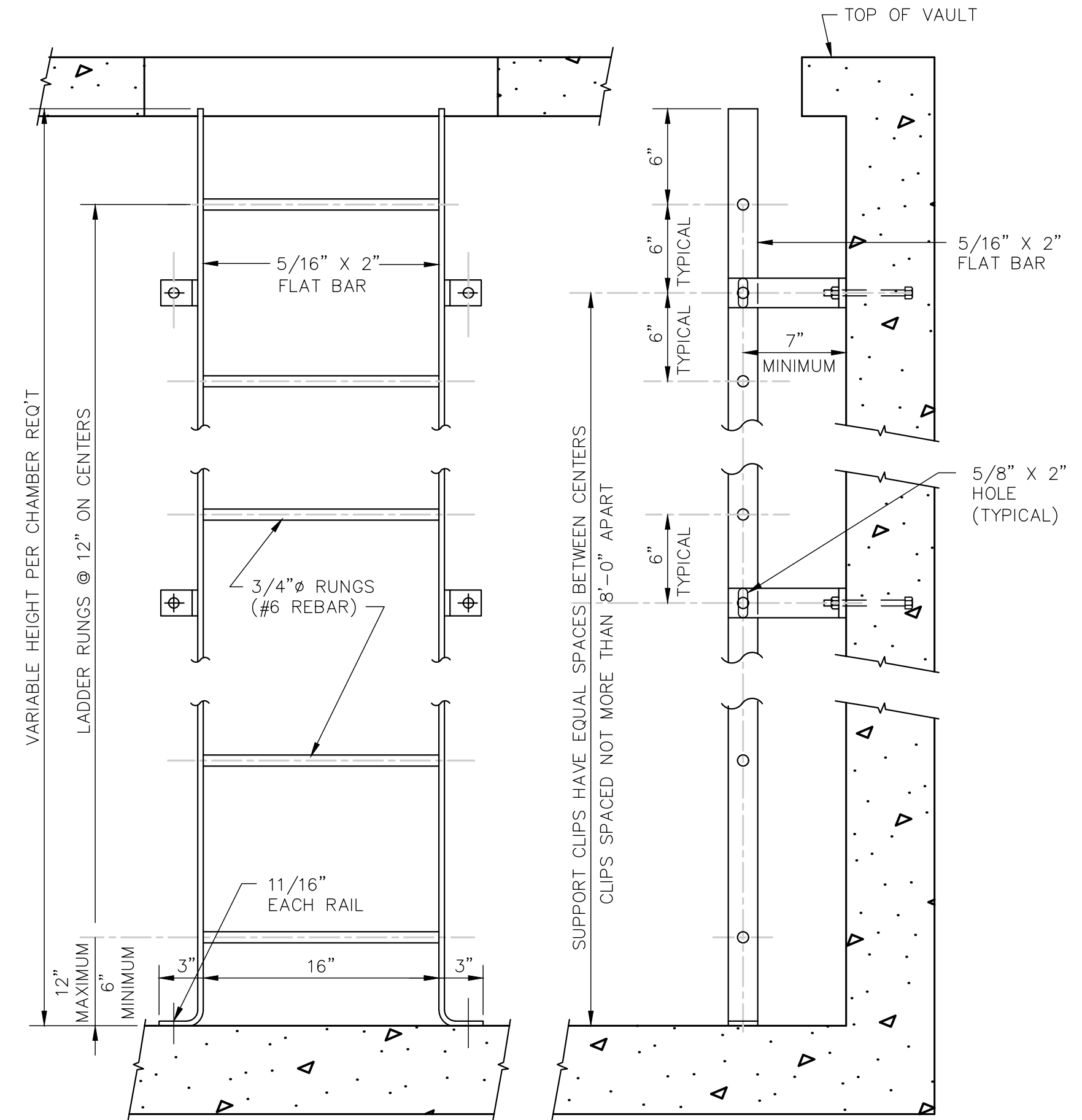
PART#	QTY	DESCRIPTION
A	2	6" GALVANIZED VENT PIPE PER DWG 663-A MODIFIED FOR 6" PIPE & DWG 1005-A (SEE SHEET 5)
B	1	1" PVC SCHED 40 DRAIN PIPE, THREADED CAP ON UPPER END OF PIPE
C	1	1-1/2" PVC SCHED 40 METER CABLE CONDUIT, TO BE CORED THROUGH EXISTING VAULT FOR FUTURE METER
D	1	STANDARD VERTICAL LADDER FOR VALVE CHAMBERS (SUPPLIED BY TACOMA WATER)
E	1	LADDER UP SAFETY POST BILCO MODEL LU-1



**PLAN VIEW VAULT VENT 1, VENT 2,
DRAIN LINE, LADDER**
1/2" = 1'-0"

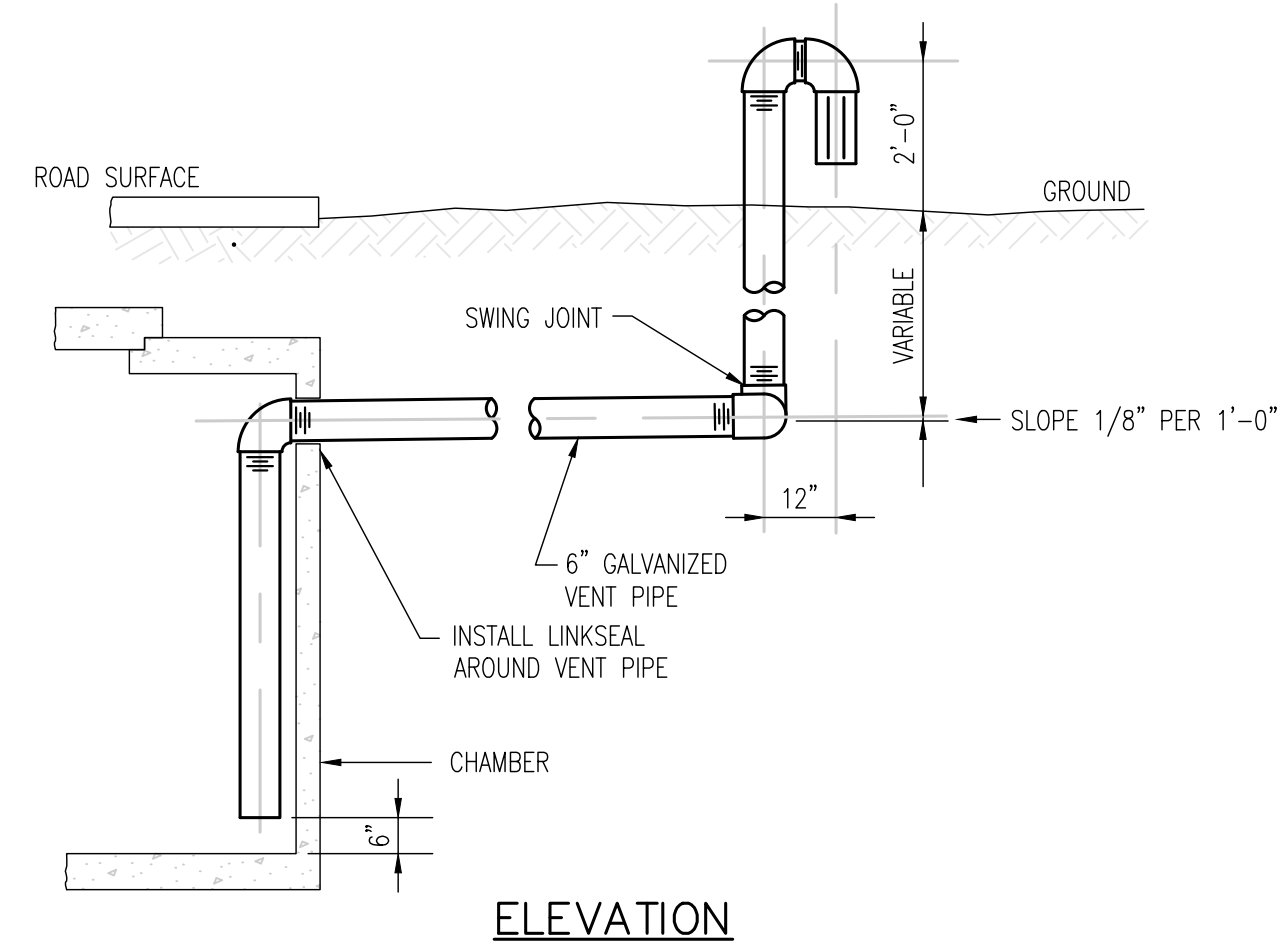


**PROFILE SECTION B-B: VAULT VENT 1, VENT 2,
DRAIN LINE, LADDER**
1/2" = 1'-0"

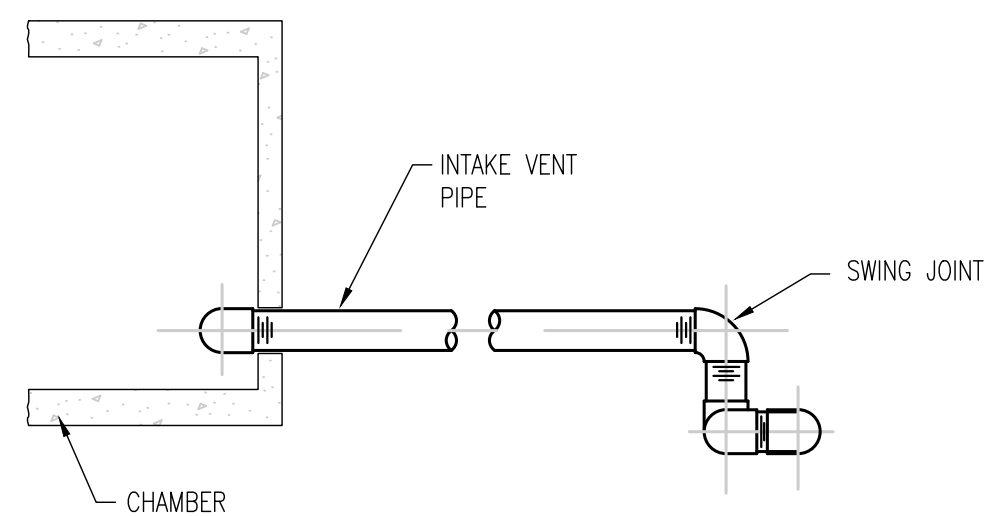


**STANDARD VERTICAL LADDER
FOR VALVE CHAMBERS 935-B**
1-1/2" = 1'-0"

- NOTES**
- ENTIRE LADDER, INCLUDING CLIPS TO BE HOT DIP GALVANIZED AFTER FABRICATION.
 - ADDITIONAL SUPPORT CLIPS REQUIRED TO LIMIT UNSUPPORTED SPAN TO 8' OR LESS.
 - STANDOFF DISTANCE MAY VARY. SEE PROJECT DETAIL FOR STANDOFF REQUIREMENTS.

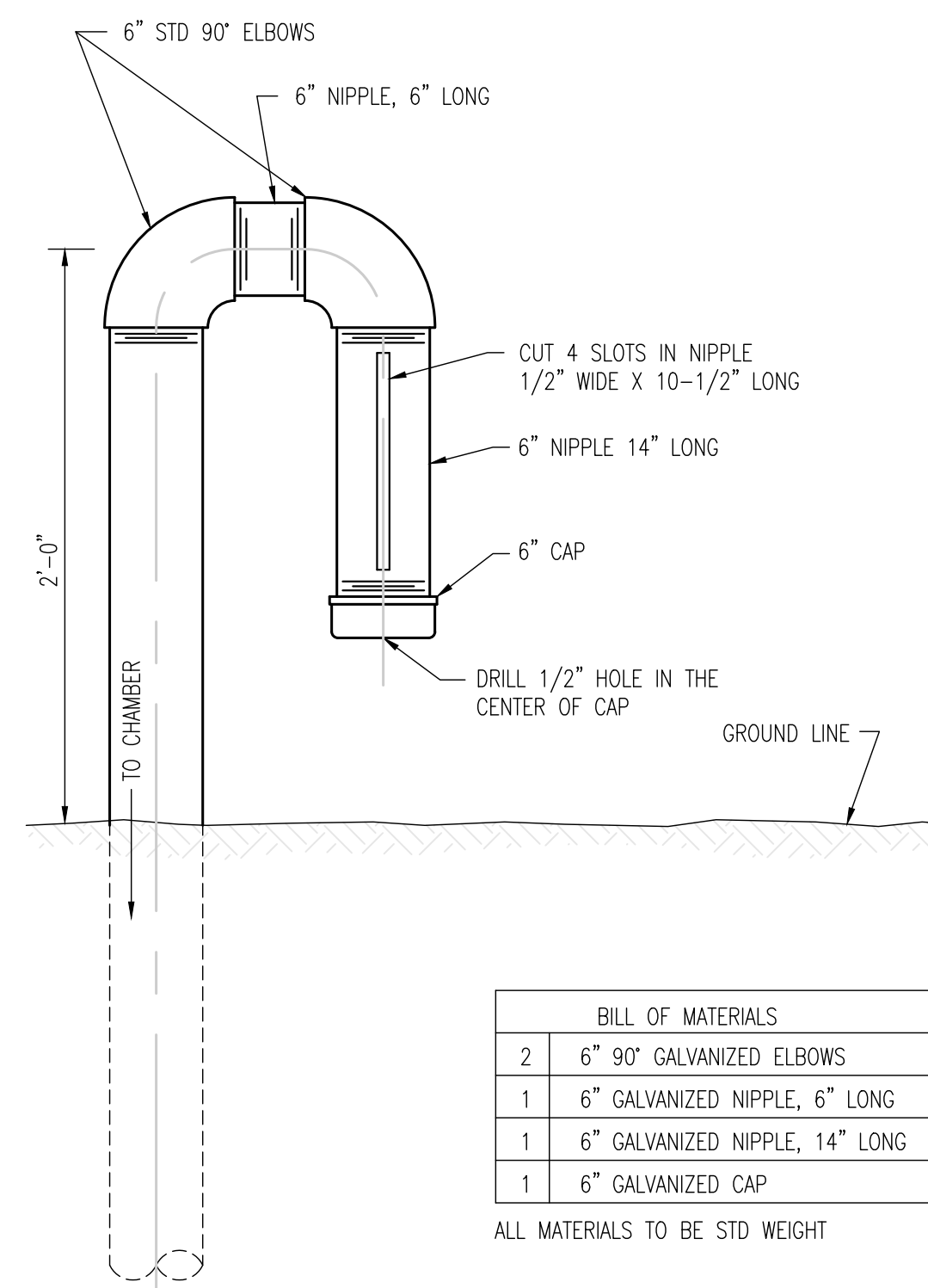


ELEVATION



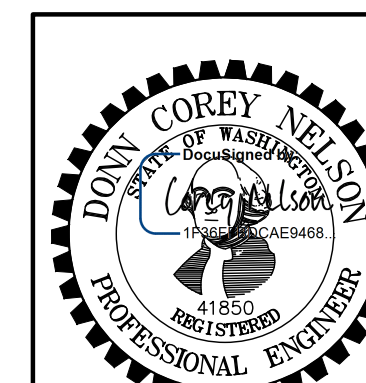
PLAN VIEW

**DWG 1005-A
TYPICAL VENT DETAIL
PRECAST PRV CHAMBER**
3/8" = 1'-0"




BILL OF MATERIALS	
2	6" 90° GALVANIZED ELBOWS
1	6" GALVANIZED NIPPLE, 6" LONG
1	6" GALVANIZED NIPPLE, 14" LONG
1	6" GALVANIZED CAP

**DWG 663-A
STANDARD BREATHER PIPE
FOR CHAMBERS**
1-1/2" = 1'-0"



05/28/2024

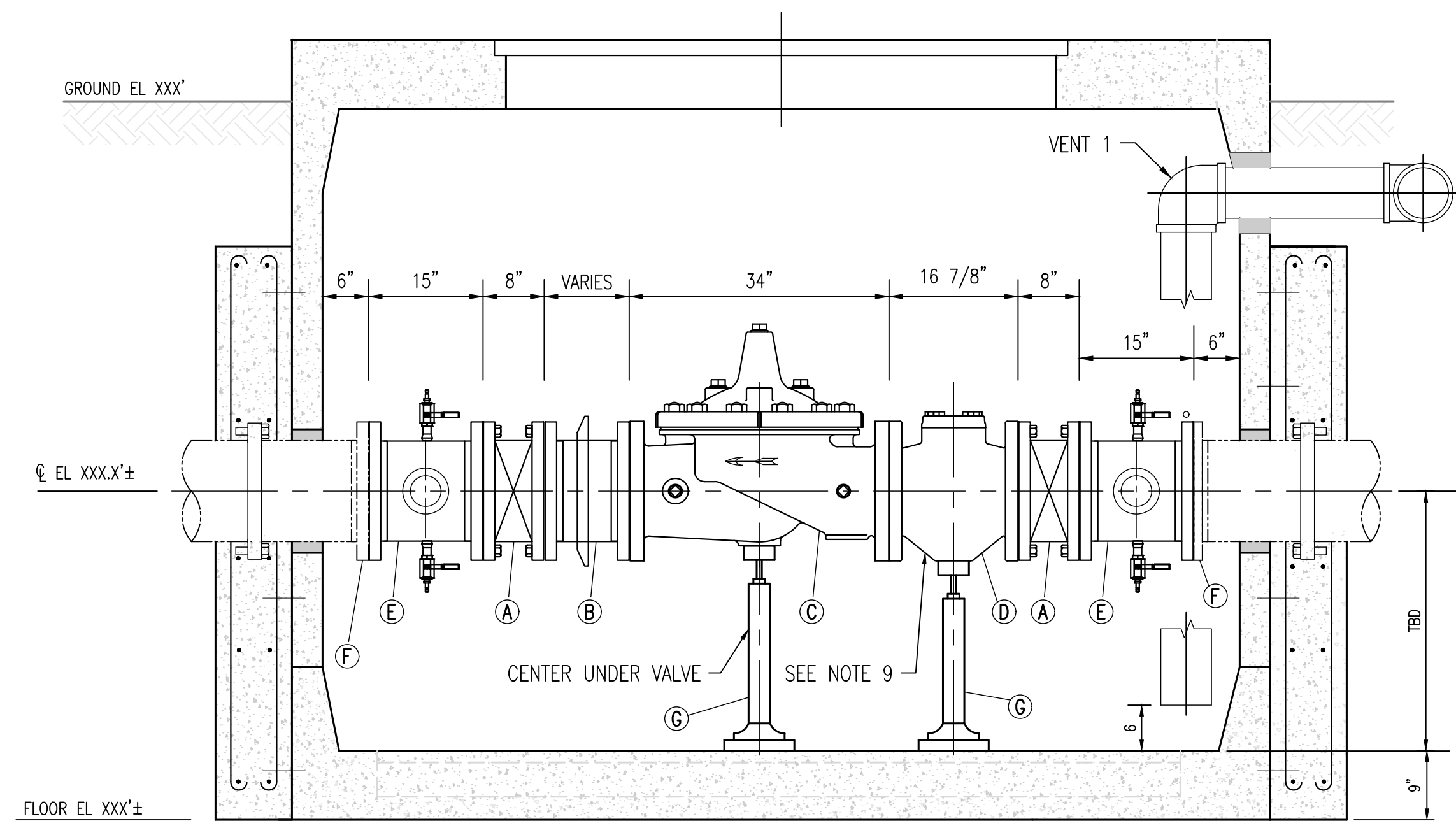
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CITY OF TACOMA
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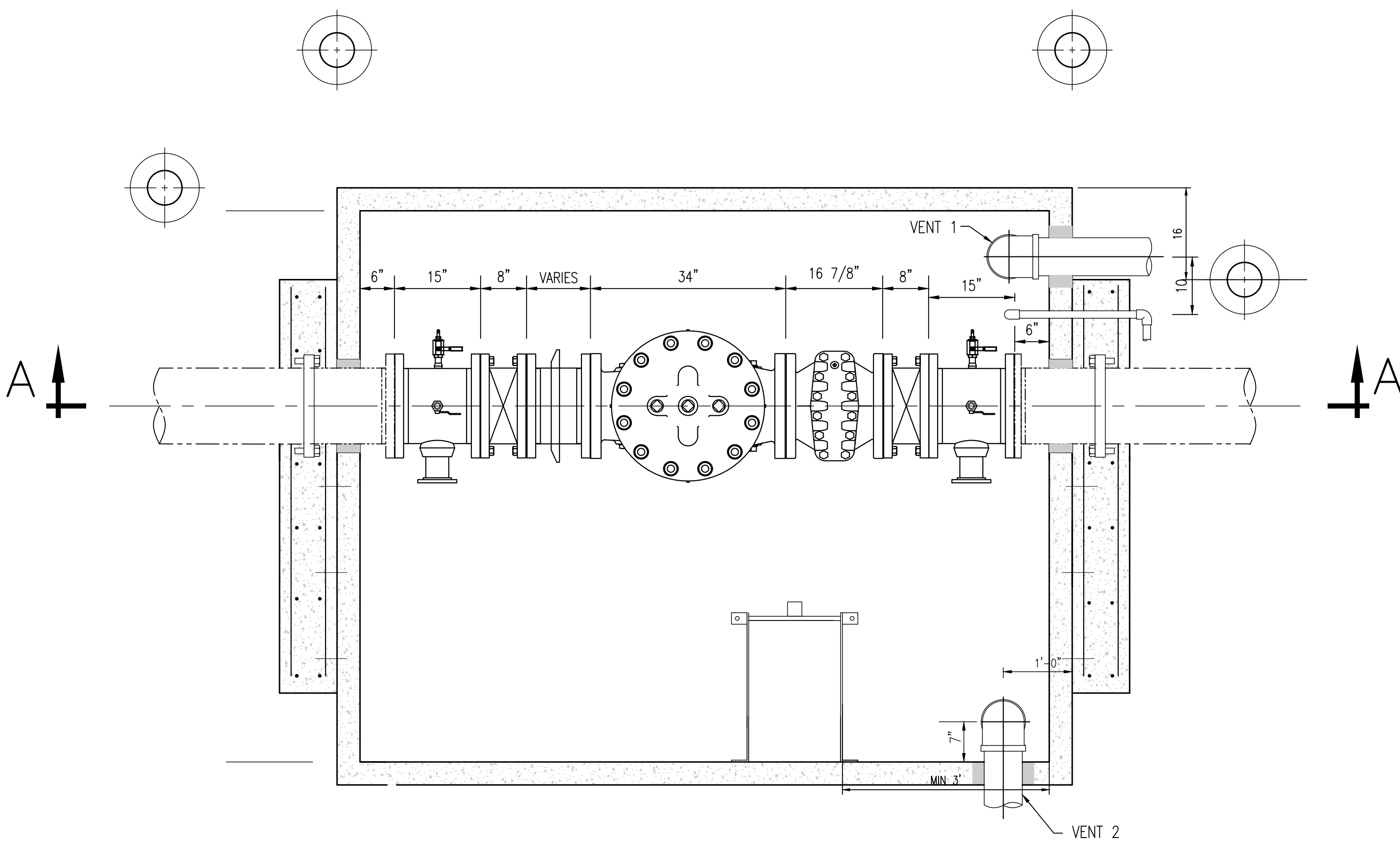
**VAULT VENT PIPE, DRAIN LINE & LADDER DETAIL
99TH & AQUEDUCT PRV VAULT REPLACEMENT**

DATE	10/22	SCALE	NTS
DESIGNED	CN	HORIZ:	NTS
DRAWN	RJE	VERT:	NTS
CHECKED	CN	DRAWING NO	CA-799
WBS #	WTR-00634-19-01	INSPECTION	SHEET 5 OF 6

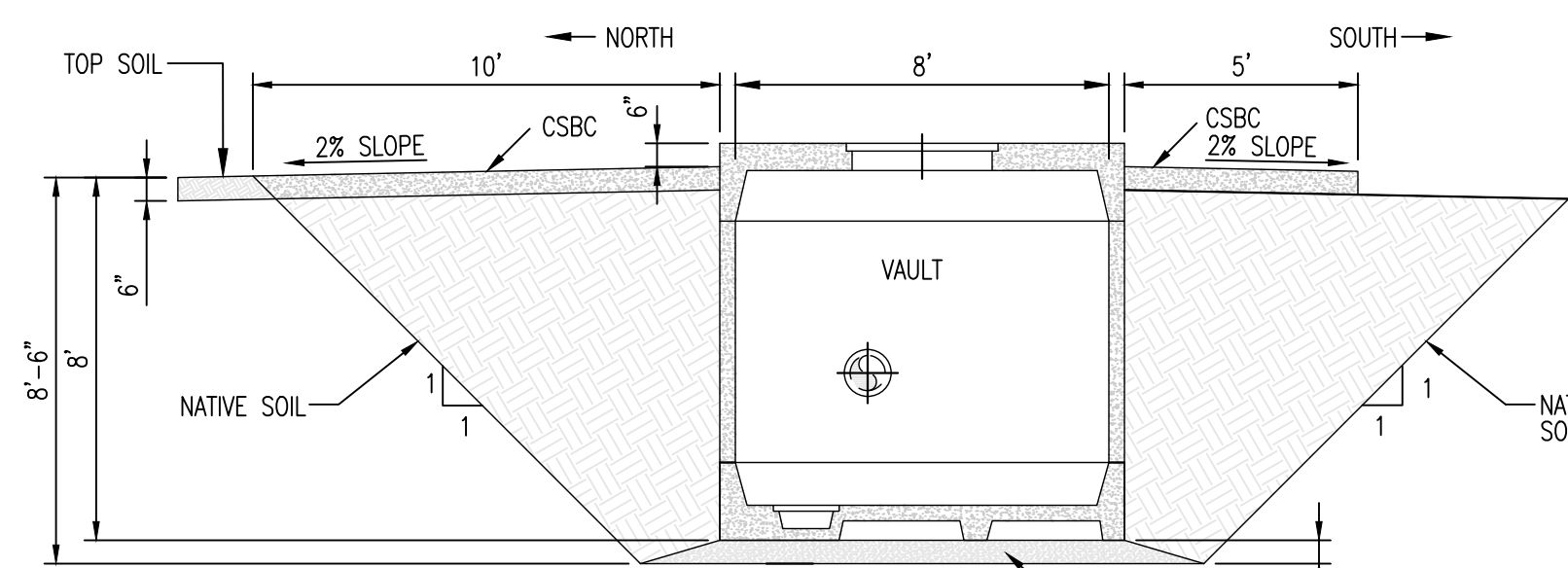
DETAILS
(NOT PART OF CONTRACT)



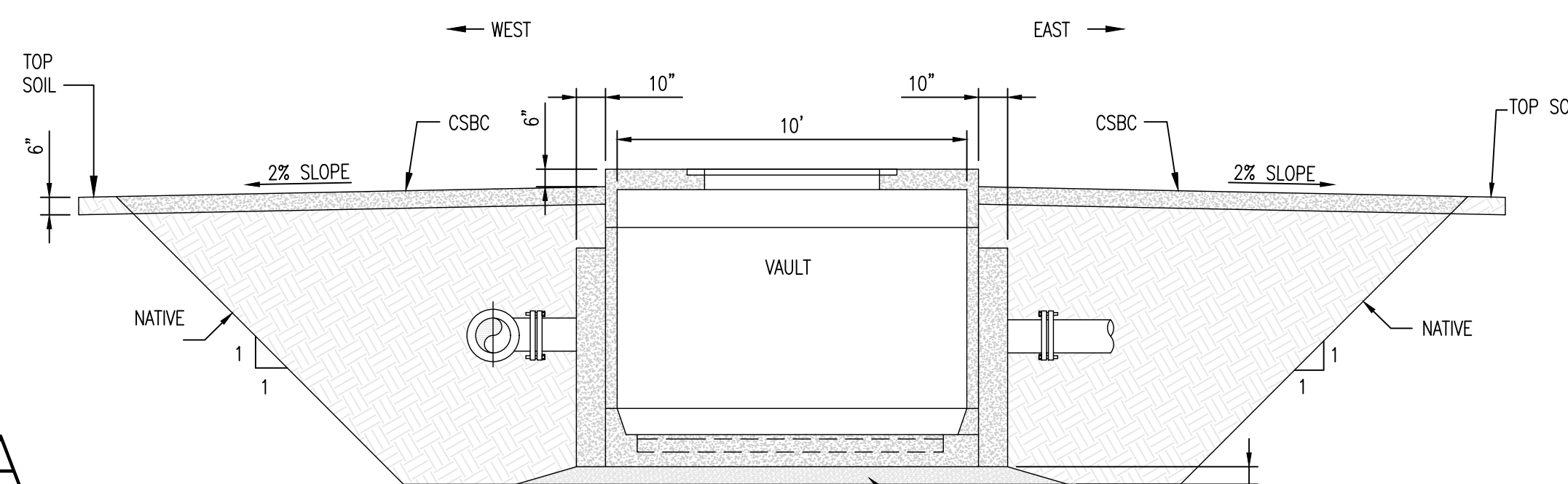
SECTION A-A
3/4" = 1'-0"



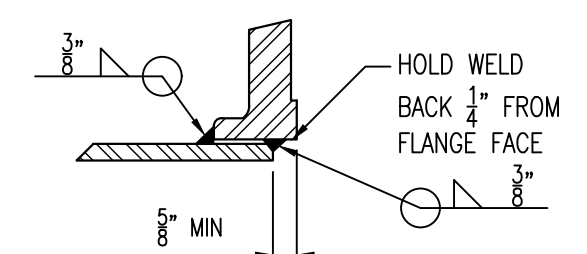
VAULT PIPING PLAN VIEW
1/2" = 1'-0"



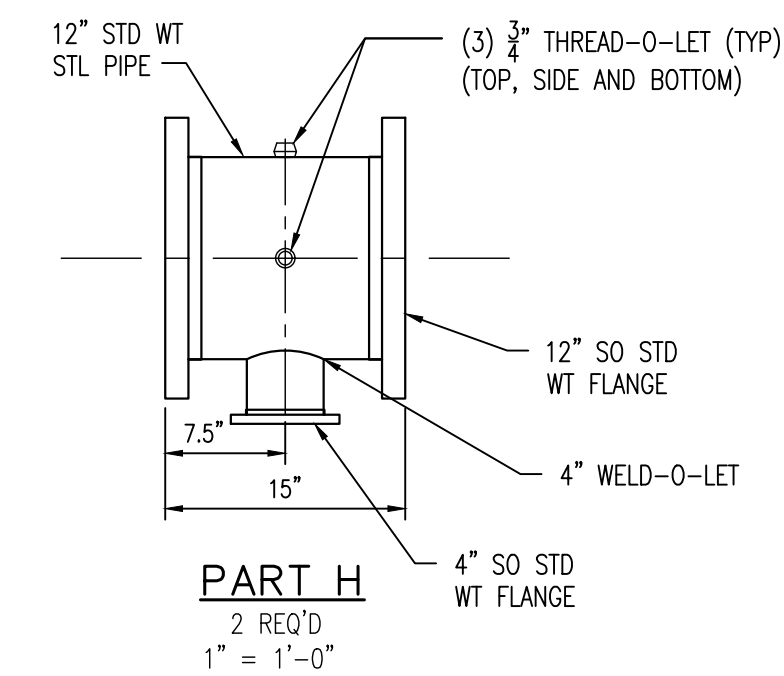
VAULT BACKFILL
1/4" = 1'-0"



VAULT BACKFILL
1/4" = 1'-0"



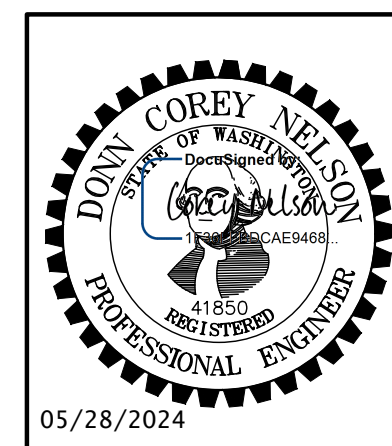
FLANGE WELDING DETAIL
NTS



PART H
2 REQ'D
1" = 1'-0"

PART#	QTY	DESCRIPTION
A	2	12" HENRY PRATT GROUNDHOG BUTTERFLY VALVE, FLANGE x FLANGE
B	1	12" ROMAG 0400 FLANGED DISMANTLING JOINT
C	1	12" CLA VALVE PRY 100-01, KC, X101 (PROVIDED BY TACOMA WATER)
D	1	12" PLATE STRAINER, FLANGE x FLANGE, MODEL NEPTUNE 9278-000 STEEL
E	2	15" LONG SCHEDULE 40 STEEL SPOOL PIECE, FLANGE x FLANGE W/A" BRANCH (FL)
F	2	12" FLANGE ISOLATING GASKET KIT AS MANUFACTURED BY ADVANCE PRODUCTS AND SYSTEMS, INC
G	1	ADJUSTABLE PIPE SADDLE SUPPORT AS MANUF. BY ITT GRINNELL OR APPROVED EQUAL.

- NOTES**
- ALL FLANGE BOLT HOLES TO STRADDLE THE VERTICAL CENTERLINE OF PIPES.
 - USE STANDARD WALL (SCHEDULE 40) STEEL PIPE.
 - ALL WELDS SHALL DEVELOP FULL STRENGTH OF PLATE.
 - ALL WELD SPATTERS SHALL BE REMOVED BY CHIPPING OR GRINDING. ALL EDGES OR HIGH POINTS SHALL BE GROUND OFF. ALL OIL DEPOSITS SHALL BE REMOVED WITH A THINNER COMPATIBLE WITH THE COATING. THE INTERIOR OF ALL STEEL PIPING PIECES SHALL BE SANDBLASTED CLEAN TO A NEAR WHITE APPEARANCE EQUAL TO SSPC SP-10. THE EXTERIOR OF ALL STEEL PIPING SHALL RECEIVE A BLAST CLEANING EQUAL TO SSPC SP-6 (COMMERCIAL BLAST). IN ORDER TO AVOID MOISTURE CONTAMINATION OF THE STEEL, THE TEMPERATURE MUST BE AT LEAST 5 DEGREES F ABOVE THE DEW POINT DURING BLASTING AND UP UNTIL THE APPLICATION OF THE COATING. SHOP COATING SHALL TAKE PLACE IMMEDIATELY AFTER SANDBLASTING AND CLEANING (WITHIN 8 HOURS). ALL COATINGS, INSIDE AND OUTSIDE, SHALL BE TESTED FOR BLAST PROFILE, APPEARANCE, DUST, ENVIRONMENTAL CONDITIONS, DRY FILM THICKNESS, AND BY MEANS OF ELECTRIC SPARK GAP METHOD. ALL HOLIDAYS AND DEFECTS SHALL BE REPAIRED TO THE ENGINEER'S SATISFACTION. NO DRY FILM THICKNESS SHALL BE LESS THAN THE MINIMUM.
 - NOTE: NON MATING PORTIONS OF ALL FLANGES MUST BE BLASTED AND COATED. DO NOT BLAST OR COAT FLANGE FACES. COVER FLANGE FACES AND PLUG ALL THREAD-O-LETS PRIOR TO PAINTING.
 - ALL SPOOL PIECES SHALL BE COATED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AS FOLLOWS:
INTERIOR AND EXTERIOR: INEMEC EPOXOLINE SERIES 22-WH11 OFF WHITE, APPLIED 16-20 MILS DRY FILM THICKNESS.
 - INSTALL CORROSION STOP ON ALL THREAD-O-LETS.
 - PARTS LIST DOES NOT INCLUDE BOLTS & GASKETS.
 - STRAINER MAY BE REPLACED BY 12" STANDARD WEIGHT STEEL SPOOL IF REQUESTED BY ENGINEER. (LEAD TIME DEPENDENT)



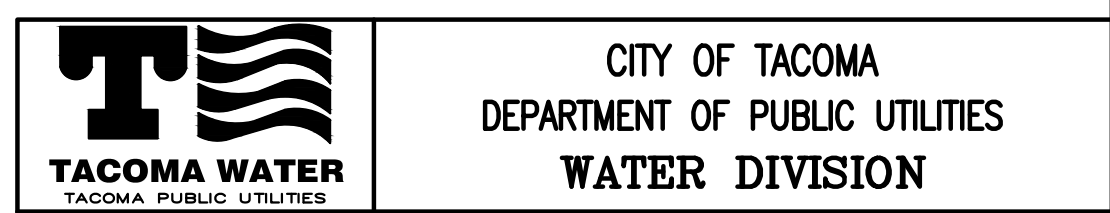
NO	REVISION	DATE	BY	APP'D
3				
2				
1				

REFERENCE

DATE	10/22
DESIGNED	CN
DRAWN	RJE
CHECKED	CN

APPROVED: *Alan Gory*
PLANNING & ENGINEERING DIVISION

FIELD BOOK	MAP NO.	BLUE BOOK	WBS #	SURVEYING	ENGINEERING	INSPECTION
	193/13		WTR-00634-19-01		WTR-00634-19-01	



PRV DETAILS
99TH & AQUEDUCT PRV VAULT REPLACEMENT

SCALE: HORIZ: NTS, VERT: NTS
DRAWING NO: CA-799
SHEET 6 OF 6

Photos



Permits

Class B Notification & Completion Form - UGS Only

Notification:

Fill-in information in double-lined boxes

ESTIMATED WORKING PERIOD	
Start Date	<u>7/1/2024</u>
Completed Date	<u>8/1/2024</u>
Revised Start Date	_____
Revised Complete Date	_____



Pierce County

Address:
Tacoma Mall Plaza
2702 South 42nd Street, Suite 109
Tacoma, WA 98409-7322

*Email: pcutilrowpermit@piercecountywawa.gov
*Permit Office (253) 798-4824
or (253) 798-3214

Completion:

Fill in information under "Completion"

FOR COUNTY USE ONLY	
Notification Received	<u>05/15/2024</u>
Completion Received	_____
Internal Number	<u>24-0452</u>
<input checked="" type="checkbox"/> Josh Kotulan (253) 732-2355	
<input type="checkbox"/> Scott Wright (253) 381-6315	
Moratorium End Date	<u>n/a</u>

Form must be in permit Office before 3:00 p.m. the prior business day before starting any of the work described herein.

UTILITY INFORMATION	
Utility Name	<u>Tacoma public Utilities-Water</u>
Contact Person	<u>Todd Honey</u>
Form Submitted By	<u>Todd Honey</u>
Signature	<u>Todd Honey</u>
W.O. / J.O. #	<u>20000114837</u>
Phone	<u>(253) 377-5846</u>
Email	<u>thoney@cityoftacoma.org</u>
Date	<u>5/15/2024</u>
The above signed certifies that all information submitted on this form is true and correct; that the above named utility is currently certified as a "Utility in Good Standing", franchised to work at the work location described herein, and properly bonded to work in Pierce County right-of-way; and that the work conditions described herein will be met.	
WORK DESCRIPTION	
Contractor to install 8'8" x 10'8" pre-cast concrete floor, vault, and lid with all pipe appertenances for new PRV vault. No pavement cuts anticipated.	
Est. Initial Pavement Cut: Length <u>NA</u> ft. Width <u>NA</u> ft.	
WORK LOCATION	
Section <u>04</u> Township <u>19N</u> Range <u>3E</u>	
ADDRESS or STREET & AVENUE of right-of-way: <u>SE corner of 99th Street E and Aquaduct Drive E</u>	
WORK CONDITIONS	
The following work conditions shall be forwarded unless otherwise approved by the County Engineer.	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Completed according to all provisions in the "Manual on Accommodating Utilities in Pierce County Right-of-Way,"- Sixth Edition. <input checked="" type="checkbox"/> Performed only in Pierce County Right-of-Way; and all restoration work shall be guaranteed for one year. <input checked="" type="checkbox"/> Related in no way to the construction or maintenance of any Pierce County road project. <input checked="" type="checkbox"/> Started on or after the indicated start date and completed on or before the indicated completion date. <input checked="" type="checkbox"/> Notify permit office of any change in estimated working period dates. <input checked="" type="checkbox"/> Inspector shall be notified as soon as possible if there are any problems complying with conditions. <input checked="" type="checkbox"/> Contact Traffic Signal Office at 798-8000 if digging within 500' of traffic signal. <input type="checkbox"/> Memorandum of Agreement for Abandoned Utility and "As-Built" survey of abandoned utility required within 90 days of work completion. 	
COMPLETION	
Complete this section and resubmit this form within 3 days after all work has been accomplished.	
Name	Signature
Title	Phone ()
Date	Email
The above signed certifies that the work conditions described herein were met	
INSPECTORS COMMENTS	
Work is physically complete and accepted:	Signature
	Date

1. **Restoration Requirements** *Unless otherwise directed or approved by the Engineer or this Permit, the Permittee shall:*
 - a. **Trench--Provide** at least 36 inches of cover over the top of any underground pipe or conduit installed in the County right-of-way. Cover is measured from the top of the pipe to the existing groundline. **Backfill** trenches in the pavement area with 2-1/2" minus imported or native gravel base per patch details PC.A7.1 and PC.A7.2. Each lift shall be compacted to 95% of maximum dry density as determined by ASTM D1557.
 - b. **Steel Plates**--Steel plates may be placed over unfinished portions of work at the end of each day if approved by the Engineer. Steel plates must be anchored with bolts and shimmed at all edges. Permittee shall be responsible for maintaining steel plates, associated anchors, and asphalt shims 24 hours a day, 7 days a week. Permittee shall provide and maintain appropriate signage for steel plating.
 - c. **Pavement--Restore** any pavement cuts using hot mix asphalt (HMA) CL ½ Inch, PG 64-22, per patch details PC.A7.1 or PC.A7.2. **Place** either hot mix asphalt permanent patch or cold mix asphalt temporary patch immediately after backfilling any trench in the pavement area. Any temporary restoration shall be made permanent within 30 working days from the date of the temporary restoration. **Cut** pavement in rectangular or circular shapes, constructed to be parallel with and perpendicular to the road centerline.
 - d. **Right-of-Way--Remove** all rubbish, debris, and surplus material from the County right-of-way that was left due to the work. **Clean up** excavation and debris material concurrently with the burying operation whether by plowing or trenching. At no time shall there be debris and excavation material extending along a line for more than 500 feet. **Restore** right-of-way as near as possible to its original state before the permitted work began. **Place** crushed rock on any roadway shoulders that are disturbed during construction. **Complete** all work within the indicated number of working days.
2. **General Requirements**--*Unless otherwise directed or approved by the Engineer or this Permit, the Permittee shall:*
 - a. **Traffic Control--Maintain** at least one lane of traffic at all times unless a road closure permit has been obtained. **Place** traffic signs in accordance with the latest edition of the "Manual on Uniform Traffic Control Devices" or as directed by the Engineer. **Erect**, maintain, and provide proper lighting on such barriers and warning signs during the progress of the work as may be necessary or as may be directed by the Engineer for the protection of the traveling public. **Make** no excavation and place no obstacle within the limits of a County road in such a manner as to interfere with the travel over said road.
 - b. **Working Hours--Perform** the work only from 7:00 a.m. to 6:00 p.m. on non-holiday weekdays, Monday through Friday, except for emergencies, or as otherwise approved by the Engineer. County holidays include January 1, 3rd Monday in January, 3rd Monday in February, last Monday in May, July 4, 1st Monday in September, November 11, 4th Thursday and Friday in November, and December 25. When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday is observed, respectively. Requests for working after hours shall be submitted to the Engineer at least one week before the after-hours work is scheduled to begin. The Permittee shall sign an "After-Hours Memorandum Agreement" to reimburse the County for any overtime costs incurred by the County for inspection of the work after hours.
 - c. **Miscellaneous--Provide** a performance bond in the amount set by the Engineer for the County's benefit to insure compliance with all terms and conditions of this Permit. **Provide** an insurance policy approved by the Pierce County Risk Management Department prior to starting the work. **Comply** with the latest edition of the Washington State Electrical Code, Washington State Department of Transportation Standards and Standard Specifications for Road and Bridge Construction, Civil Aeronautics Administration specifications, and all other applicable laws and regulations. **Perform** the Work to the satisfaction of the Engineer. Any of the work not completed according to the provisions set forth in this Permit, may be completed by the County and charged to the Permittee.
3. **Other Conditions**
 - a. In accepting this Permit, the Permittee agrees to protect the County and save it harmless from all claims, actions or damages of every kind a description which may accrue to or be suffered by any person or person, corporation or property by reason of the performance of any such work, character of materials used or manner or installation, maintenance and operation or by the improper occupancy of right-of-way or public place or public structure, and in case any suit or action is brought against said County for damages arising out of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy judgment after the said suit or action shall have finally been determined if adverse to the County.
 - b. If the work done under this Permit interferes with the drainage of the County roads, or causes damage, the Permittee shall wholly and at his own expense make such provision as the Engineer may direct to take care of said drainage and/or damage.
 - c. The Engineer hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this Permit, at any time. Said change or removal shall be made at the sole expense of the Permittee.
 - d. All permitted changes, reconstruction or relocation by the Permittee shall be done in such manner as will cause the least interference with any County work. The County shall in no way be held liable for any damage to the Permittee by reason of any such work by the County, its agents or representatives, or by the exercise of any rights by the County upon the roads, streets, public places or structures in question.
 - e. The Permittee recognizes and agrees that it is responsible for and will make at its own expense any changes that may be required in the location of any utility constructed under this Permit due to any reconstruction, improvement, or maintenance of the roadway and/or other appurtenances including drainage facilities within the right-of-way and/or any damage that may be done the roadway or right-of-way or user of the road that may in any way be attributed by the Engineer to the utility installation or operation.
 - f. This Permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the County from granting other permits or franchise rights like or other nature to public or private utilities, nor shall it prevent the County from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
 - g. The Engineer may revoke, annul, change, amend, amplify, or terminate this Permit or any of the conditions herein enumerated if Permittee fails to comply with any or all of its provisions, requirements and regulations as herein set forth.
 - h. In accepting this Permit, the Permittee agrees that any damage or injury done to the property of the Permittee or any expense incurred by him through the operation of a contractor, working for the County, or of any County employee, shall be at the sole expense of the Permittee.
4. **Definitions**
 - a. *Engineer* The Pierce County Engineer or an authorized representative.
 - b. *Permittee* The party or parties to whom this permit is issued, or their successors and/or assigns.
 - c. *County* The County of Pierce.
 - d. *Work* The work herein contemplated and approved by this Permit.

SIGN SPACING = X (1)

TYPE OF ROADWAY	POSTED SPEED	SIGN SPACING (FT)
RURAL ROADS AND URBAN ARTERIALS	45 MPH	500 ±
RURAL ROADS AND URBAN ARTERIALS	35 / 40 MPH	350 ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL, AND BUSINESS DISTRICTS	25 / 30 MPH	200 ± (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.
 (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

BUFFER DATA (B, R)

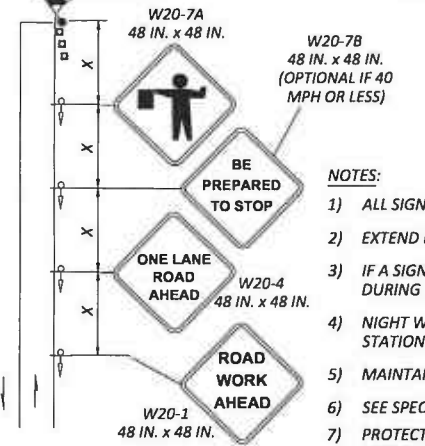
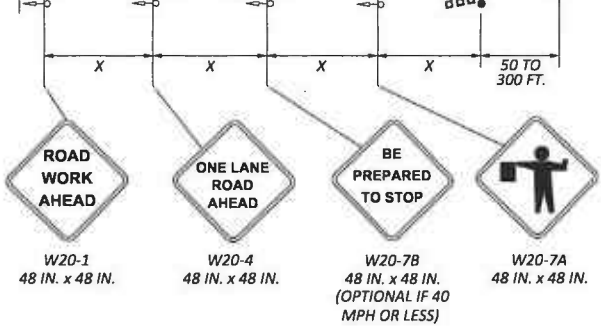
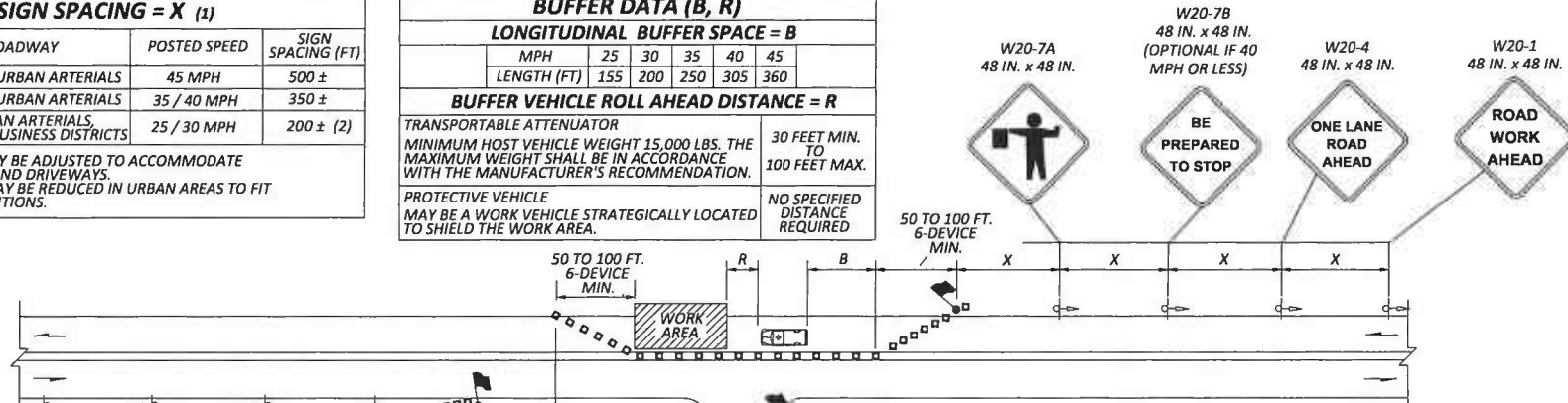
LONGITUDINAL BUFFER SPACE = B

MPH	25	30	35	40	45
LENGTH (FT)	155	200	250	305	360

BUFFER VEHICLE ROLL AHEAD DISTANCE = R

TRANSPORTABLE ATTENUATOR
 MINIMUM HOST VEHICLE WEIGHT 15,000 LBS. THE MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION. 30 FEET MIN. TO 100 FEET MAX.

PROTECTIVE VEHICLE
 MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA. NO SPECIFIED DISTANCE REQUIRED



CHANNELIZATION DEVICE SPACING (FT)

POSTED SPEED (MPH)	TAPER	TANGENT
35 - 45	30	60
25 - 30	20	40

LEGEND

- FLAGGING STATION
- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE (SEE NOTE 7)

MINIMUM LANE CLOSURE TAPER LENGTH = L (FT)

LANE WIDTH (FT)	POSTED SPEED (MPH)				
	25	30	35	40	45
10	105	150	205	270	450
11	115	165	225	295	495
12	125	180	245	320	540

NOTES:

- 1) ALL SIGNS ARE BLACK ON ORANGE.
- 2) EXTEND DEVICE TAPER AT L/3 ACROSS SHOULDER, 3 DEVICES MINIMUM.
- 3) IF A SIGNAL IS PRESENT, IT SHALL BE SET TO "RED FLASH MODE" DURING FLAGGING OPERATIONS.
- 4) NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.
- 5) MAINTAIN MINIMUM 11-FOOT LANES AT ALL TIMES.
- 6) SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
- 7) PROTECTIVE VEHICLE REQUIRED WHERE POSTED SPEED LIMIT IS 45 MPH. OTHERWISE, USED AT CONTRACTOR'S DISCRETION AND EXPENSE.
- 8) LANE CLOSURES REQUIRE 72-HOUR PUBLIC NOTICE VIA PCMS, UNLESS OTHERWISE APPROVED BY THE ENGINEER. COORDINATE PCMS MESSAGE WITH PIERCE COUNTY TRAFFIC ENGINEERING.

(NOT TO SCALE)



Pierce County
 Planning & Public Works
 Office of the County Engineer



APPROVED BY:
 COUNTY ENGINEER

10/17/2022

DATE

ONE LANE, TWO-WAY TRAFFIC CONTROL WITH FLAGGERS

STANDARD DRAWING PC.K4.1

SIGN SPACING = X (1)		
TYPE OF ROADWAY	POSTED SPEED	SIGN SPACING (FT)
RURAL ROADS AND URBAN ARTERIALS	45 MPH	500 ±
RURAL ROADS AND URBAN ARTERIALS	35 / 40 MPH	350 ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL, AND BUSINESS DISTRICTS	25 / 30 MPH	200 ± (2)

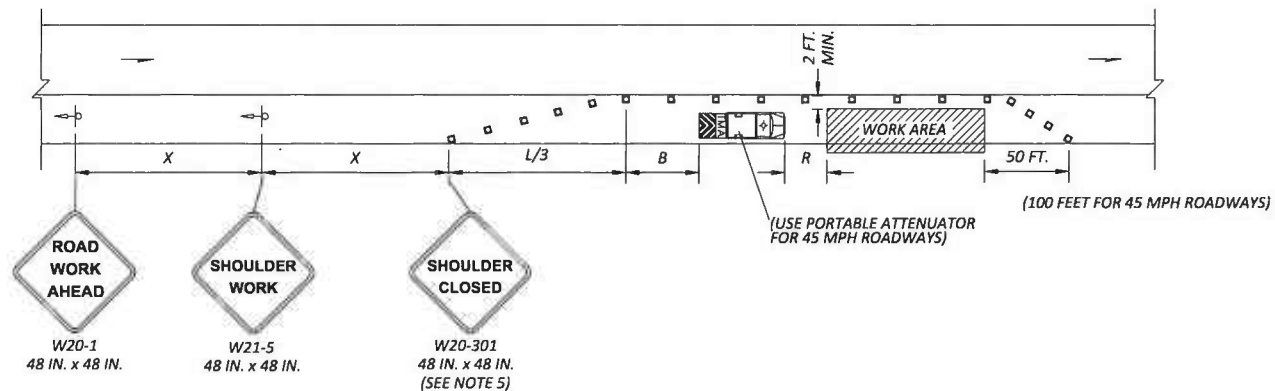
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.
 (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

MINIMUM SHOULDER TAPER LENGTH = L/3 (FT)					
SHOULDER WIDTH (FT)	POSTED SPEED (MPH)				
	8	25	30	35	40
10	40	40	60	90	120
10	40	60	90	90	180

USE A 3-DEVICE TAPER FOR SHOULDERS LESS THAN 8 FEET WIDE

CHANNELIZATION DEVICE SPACING (FT)		
POSTED SPEED (MPH)	TAPER	TANGENT
35 - 45	30	60
25 - 30	20	40

BUFFER DATA (B, R)					
LONGITUDINAL BUFFER SPACE = B					
MPH	25	30	35	40	45
LENGTH (FT)	155	200	250	305	360
BUFFER VEHICLE ROLL AHEAD DISTANCE = R					
TRANSPORTABLE ATTENUATOR				30 FEET MIN. TO 100 FEET MAX.	
MINIMUM HOST VEHICLE WEIGHT 15,000 LBS. THE MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION.					
PROTECTIVE VEHICLE				NO SPECIFIED DISTANCE REQUIRED	
MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.					



NOTES:

- 1) NO ENCROACHMENT IN TRAVELED LANE. IF ENCROACHMENT IS NECESSARY, LANE SHALL BE CLOSED.
- 2) DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20 FEET ON CENTER.
- 3) ALL SIGNS ARE BLACK ON ORANGE.
- 4) NO FLAGGERS OR SPOTTERS.
- 5) IF USED, PLACE SIGN IN ADVANCE OF WORK ZONE IN ACCORDANCE WITH THE SIGN SPACING TABLE. SHIFT ALL OTHER SIGNS ACCORDINGLY.
- 6) MAINTAIN MINIMUM 11-FOOT LANES AT ALL TIMES.
- 7) SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.

LEGEND

- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE OR PORTABLE ATTENUATOR

(NOT TO SCALE)



Pierce County
 Planning & Public Works
 Office of the County Engineer



APPROVED BY:
 COUNTY ENGINEER

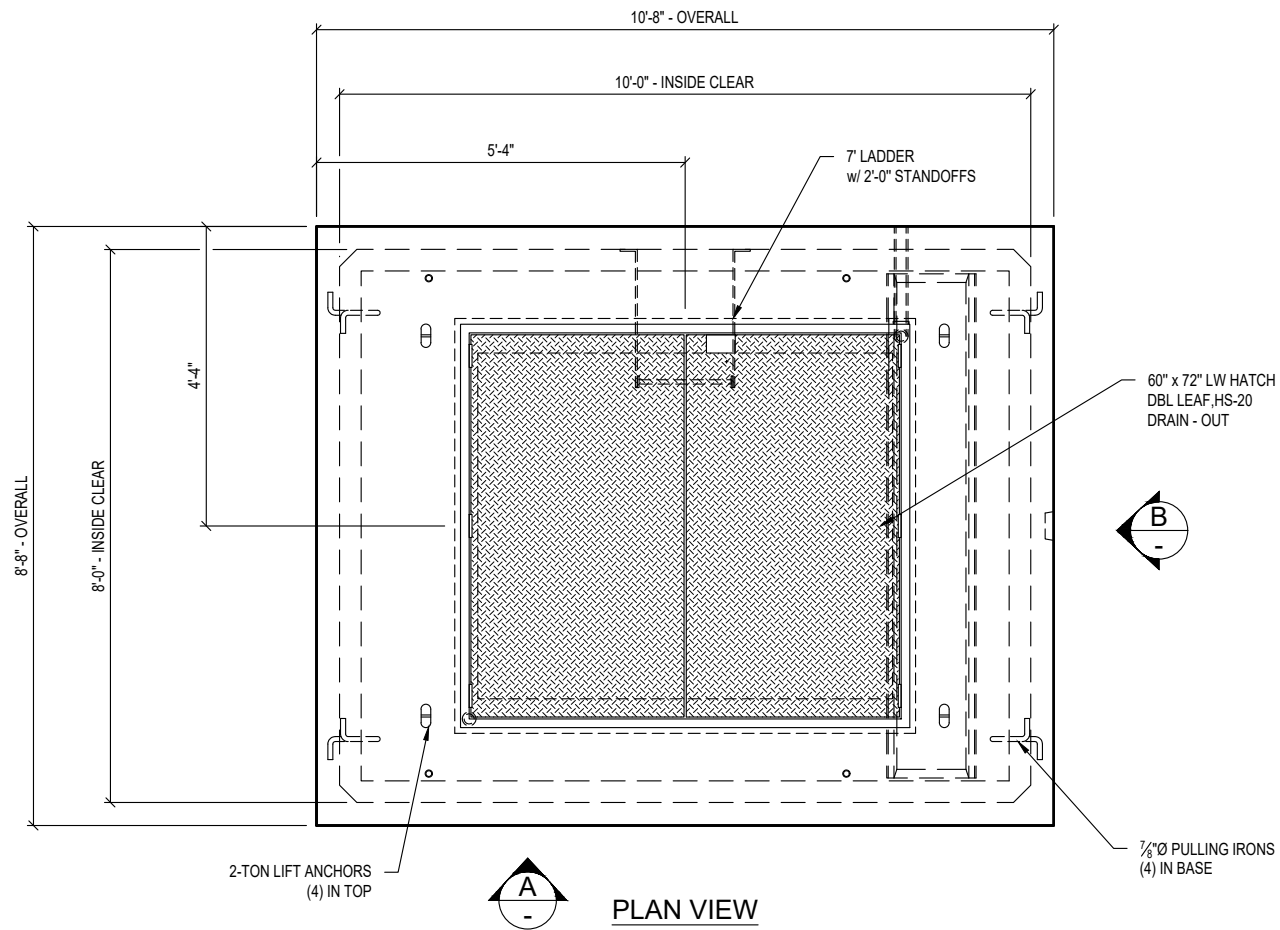
10/17/2022

DATE

SHOULDER CLOSURE

STANDARD DRAWING PC.K3.1

Oldcastle Vault Detail



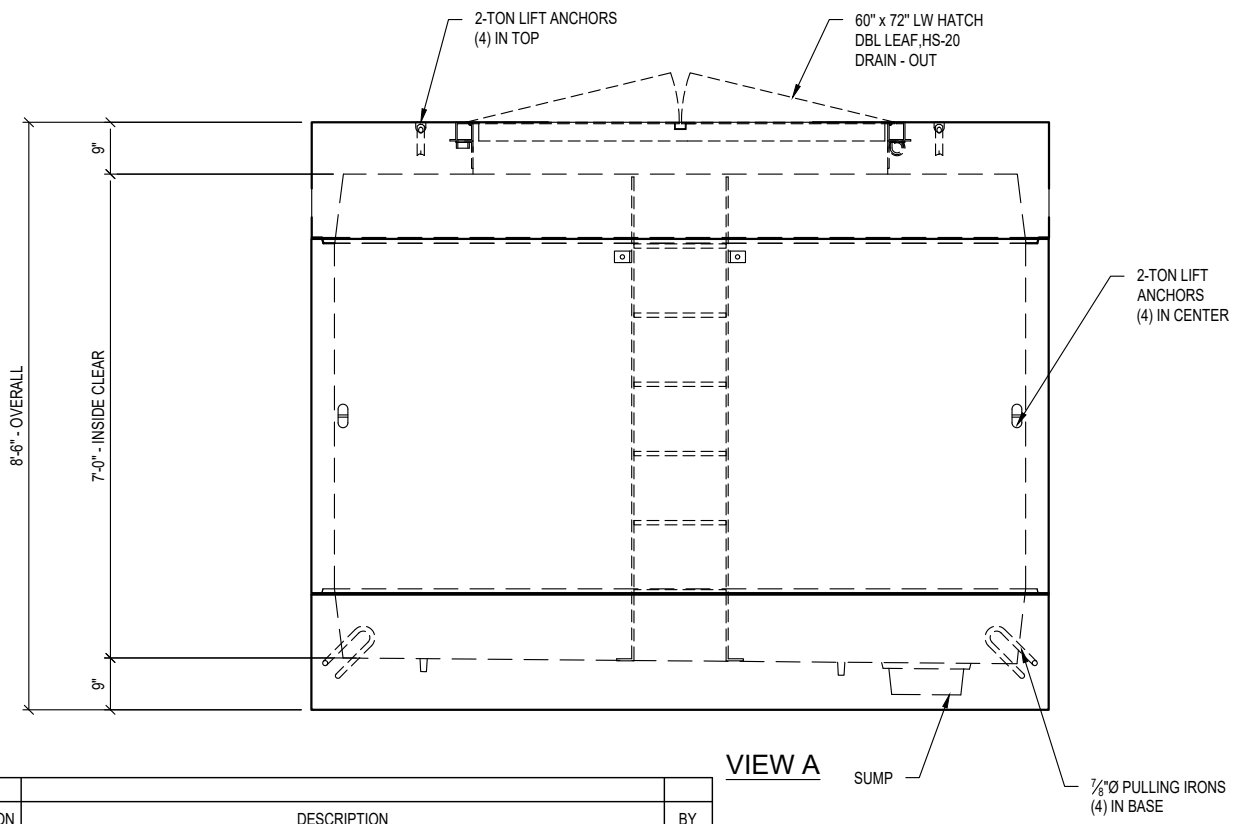
PLAN VIEW

- STRUCTURAL NOTES**
- CONCRETE: 28 DAY COMPRESSIVE STRENGTH $f_c = 7,000$ psi
 - REBAR: ASTM A-706 GRADE 60
 - WWF: ASTM A-1064 GRADE 65
 - DESIGN: ACI-318-11 BUILDING CODE
 - LOADS: ASTM C-857 "MINIMUM STRUCTURAL DESIGN LOADING FOR UNDERGROUND PRECAST CONCRETE UTILITY STRUCTURES" LOADS AND LOAD DISTRIBUTIONS PER AASHTO HB-17
AASHTO HS-20 TRUCK WHEEL, 16,000 lbs
30% IMPACT FOR LESS THAN 2'-0" SOIL COVER
120 pcf SOIL DENSITY
40 pcf E.F.P. LATERAL SOIL PRESSURE ABOVE WATERTABLE
80 pcf E.F.P. LATERAL SOIL PRESSURE BELOW WATERTABLE
80 psf LIVE LOAD SURCHARGE ABOVE 8'-0" SOIL DEPTH
TOP OF VAULT AT FINISHED GRADE
WATERTABLE 5'-0" BELOW FINISHED GRADE (ASSUMED)
 - TOLERANCES: ASTM C-858 "STANDARD SPECIFICATION FOR UNDERGROUND PRECAST CONCRETE UTILITY STRUCTURES"

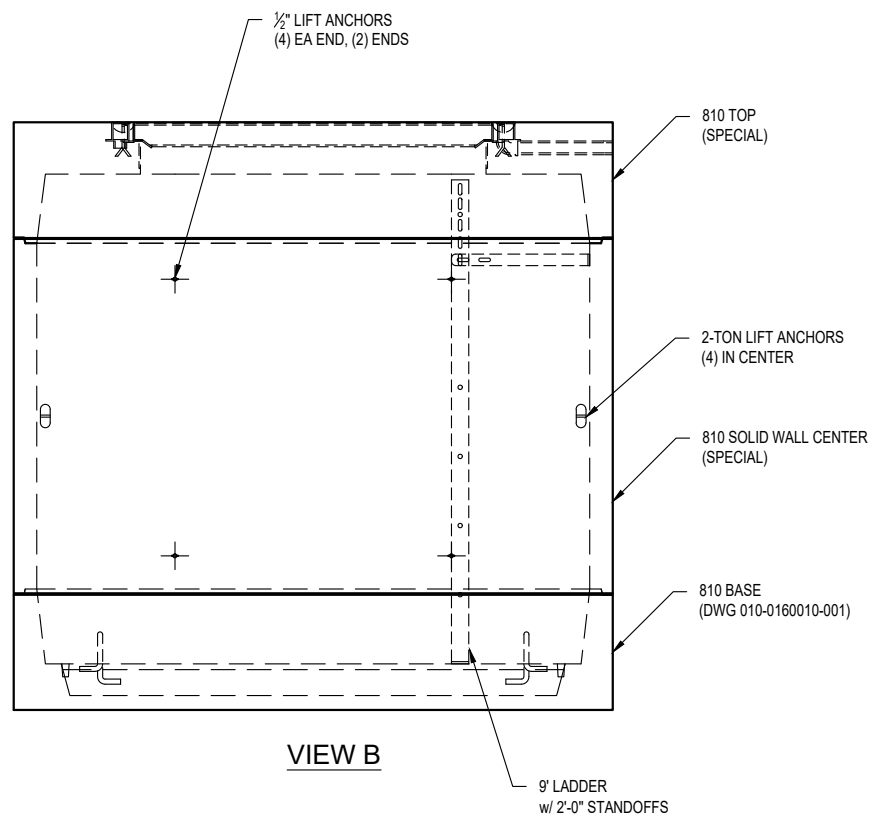
- GENERAL NOTES**
- CUSTOMER TO:
VERIFY ALL VAULT FEATURES
CORE DRILL ALL PIPE PENETRATION
 - OLDCASTLE TO:
COAT EXTERIOR WITH COAL - TAR

SHIPPING WEIGHT

810 - TOP:	9,750 lbs
810 SOLID WALL CENTER:	9,600 lbs
810 BASE:	11,340 lbs
TOTAL:	30,690 lbs



VIEW A



VIEW B



THIS DOCUMENT IS THE PROPERTY OF OLDCASTLE INFRASTRUCTURE IT IS CONFIDENTIAL, SUBMITTED FOR REFERENCE PURPOSES ONLY, AND SHALL NOT BE USED IN ANY WAY INJURIOUS TO THE INTERESTS OF, OR WITHOUT THE WRITTEN PERMISSION OF OLDCASTLE INFRASTRUCTURE. COPYRIGHT © 2022 OLDCASTLE PRECAST, INC. ALL RIGHTS RESERVED.

810 VAULT
10'-0" x 8'-0" x 7'-0" (INSIDE)
99TH & AQUEDUCT PRV
TACOMA, WA

CUSTOMER: CONSOLIDATED SUPPLY CO.

DATE	SALES	DRAWN	ENGINEER	CHECKED	SALES ORDER
10/31/2022	KS	TA			S195325
DRAWING NUMBER				REVISION	SHEET
010-S195235-001				REV DATE	1 OF 1

REVISION	DESCRIPTION	BY

APPENDIX B

Signature Page

Bid Proposal Sheet

Bid Bond

**State Responsibility and Reciprocal Bid Preference
Information**

**Certification of Compliance with Wage Payment
Statutes**

Statement of Qualifications

EIC Utilization Form

Substitution Request Form - if applicable

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. TW23-0242F
99th & Aqueduct PRV Station Replacement**

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

BID PROPOSAL SHEET

TW23-0242F - 99th & Aqueduct PRV Station Replacement

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>		<u>TOTAL AMOUNT</u>
		<u>Unit</u>	<u>No.</u>	
1	Mobilization, Demobilization & Cleanup	Lump Sum	1	\$ _____
2	Cut and remove existing water main	Lump Sum	1	\$ _____
3	Deliver precast concrete vault (base, solid wall center and top)	Lump Sum	1	\$ _____
4	Excavate and set concrete vault (base, solid wall center and top)	Lump Sum	1	\$ _____
5	Core concrete vault pipe penetrations (various sizes)	Lump Sum	1	\$ _____
6	Install ductile piping, fittings, custom pipe alignment spool and connect to existing water main	Lump Sum	1	\$ _____
7	Construct and pour thrust anchors at vault penetrations	Lump Sum	1	\$ _____
8	Install ventilation piping and 1.5" conduit	Lump Sum	1	\$ _____
9	Install sump drainage system	Lump Sum	1	\$ _____
10	Provide Traffic Control & Signage	Lump Sum	1	\$ _____
11	Install Ladder and Ladder Up Safety Post	Lump Sum	1	\$ _____
12	Install 12" CLA-VAL PRV & internal appurtenances (valves, dismantling joint, strainer, custom steel spools with coatings and taps)	Lump Sum	1	\$ _____
13	Restoration of Project Site in Accordance with Pierce County Permitting	Lump Sum	1	\$ _____
14	Prepare Occupational Health and Safety Plan	Lump Sum	1	\$ _____
15	Prepare Temporary Erosion and Sedimentation Plan	Lump Sum	1	\$ _____
16	Force Account		Estimated	\$ 10,000
Subtotal				\$
Sales Tax – 10.1%				\$
Total Base Bid				\$

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

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date June 21, 2024, that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under 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.*

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

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

- Yes No
 Not Applicable

Washington Employment Security Department Number

Number: _____

Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

Not Applicable

Have you been disqualified from bidding 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

EQUITY IN CONTRACTING (EIC) REQUIREMENTS MEMO

CCD/EIC: 20000114838

Date of Record: 5/24/2024

Project Spec#: TW23-0242N

Project Title: 99th & Aqueduct PRV Station Replacement

EQUITY IN CONTRACTING REQUIREMENTS

Minority Business Enterprise
Requirement

3%

Women Business Enterprise
Requirement

1%

Small Business Enterprise
Requirement

4%

All bidders must complete and submit with their bid the EIC Utilization form contained in the bid submittal package.

A list of EIC-eligible companies is available at www.omwbe.wa.gov¹

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) 344-6632 between 8 AM and 5 PM, Monday through Friday or the [OMWBE](http://www.omwbe.wa.gov) Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

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

¹ For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.



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

CITY OF TACOMA EQUITY IN CONTRACTING (EIC) PROGRAM

Bidders Special Instructions

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

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

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

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

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

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

Post-Award Important Information

For all contracts that have requirements related to the EIC policy, the City of Tacoma is utilizing a cloud-based software system:

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

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

***EIC STAFF Contact Information**

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

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

EQUITY IN CONTRACTING (EIC) UTILIZATION FORM



STOP! READ Instructions to Bidders/Proposers for completing EIC Utilization Form.

Failure to complete all sections of this form according to the instructions provided or failure to submit this form shall render the bid or proposal non-responsive. (If necessary, use additional forms to list the requirements of Columns A-D). City reserves the right to make minor, non-material corrections to completed Forms, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.

Please note: Certified Businesses MUST be certified at time of or prior to bid opening.

1. Bidder Name:					
2. Project Title:				3. SPEC #:	
4. Base Bid – No Sales Tax (Must match Bid Proposal amount)	\$				
Column A. Certified Business Name	Column B. Business Cert. Type			Column C. Bid Item(s) Number(s) performed by the Certified Business(es)	Column D. Subcontract Amount <small>If Material supplier, only 20% of the subcontract amount can be counted towards the EIC Requirements</small>
	MBE	WBE	SBE/DBE		
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	

* For EIC Requirements on this Project, refer to *EIC Requirements (EIC Reqs) Memo in the Bid Package

EQUITY IN CONTRACTING (EIC) UTILIZATION FORM



STOP! READ Instructions to Bidders/Proposers for completing EIC Utilization Form.

Failure to complete all sections of this form according to the instructions provided or failure to submit this form shall render the bid or proposal non-responsive. (If necessary, use additional forms to list the requirements of Columns A-D). City reserves the right to make minor, non-material corrections to completed Forms, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.

Please note: Certified Businesses MUST be certified at time of or prior to bid opening.

Example of a COMPLETED EIC UTILIZATION FORM

Initial Information:

1. Bidder Name:	ABC Construction, Inc.			3. SPEC #:	PW23-0011F
2. Project Title:	Downtown Restoration and Street Maintenance Project				
4. Base Bid – No Sales Tax (Must match Bid Proposal amount)	\$359,670.00				
Column A. Certified Business Name	Column B. Business Cert. Type			Column C. Bid Item(s) Number(s) performed by the Certified Business(es)	Column D. Subcontract Amount <small>If Material supplier, only 20% of the subcontract amount can be counted towards the EIC Requirements</small>
	MBE	WBE	SBE/DBE		
Traffic ABC Representative Name & Contact # below: Beth Bell – (253) 555-3333	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Item #4- Pedestrian Traffic Control What is the Certified Firm Project Role? Subcontractor <input checked="" type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	\$30,000
Survey 101, Inc. Representative Name & Contact # below: John Doe – (253) 111-2233	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bid Item #1 – Roadway Surveying What is the Certified Firm Project Role? Subcontractor <input checked="" type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	\$9,500.00
Hello Manufacturer Representative Name & Contact # below: Sam Jam – (253) 555-7899	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Item #66- Green Durable Product What is the Certified Firm Project Role? Subcontractor <input type="checkbox"/> Material Supplier (20%) <input checked="" type="checkbox"/>	\$10,000 (In this example, Total subcontract amount is \$10,000- Only 20% of total will be applied towards *EIC Reqs)
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	

* For EIC Requirements on this Project, refer to *EIC Requirements (EIC Reqs) Memo in the Bid Package

INSTRUCTIONS TO BIDDERS FOR COMPLETING THE EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

Complete Initial Information Section:

1. Enter Bidder firm name
2. Enter Project Title as it appears on the Specification
3. Enter Spec # as it appears on the Specification
4. State the Base Bid, which is the Bidder's bid amount, plus any alternates, additives, and deductive selected by the City. Do not include sales tax.

Complete Column "A": List all Certified Businesses with whom you will execute a subcontract if you are the successful Bidder. Provide a contact person for the Certified Business and the contact phone number.

Complete Column "B": State if the identified Certified Business is certified as an MBE, WBE, and/or SBE/DBE. **Note:** One Certified Business may count towards multiple requirements; check all applicable certifications

Complete Column "C": Specify the role of each listed Certified Business by checking Subcontractor or Material Supplier. **Note:** Each role counts differently towards EIC Utilization Requirements.

- Subcontractor: 100% of subcontract amount counts towards the EIC Utilization Requirement
- Material Supplier: 20% of supply expenditure amount counts towards the EIC Utilization Requirement
- **EXAMPLE** Material cost = \$100,000 equates to $(\$100,000 \times 20\%) = \$20,000$ to be applied towards the EIC Requirements

Provide a description of the scope of work, services, or materials/supplies planned to be provided by each listed Certified Business.

Note: The work description for each Certified Business listed on the EIC Utilization form must match the Certified Business's OMWBE Profile. This ensures that the Certified Business is able to perform the work scope or role for which they have been listed.

Complete Column "D": Enter the subcontract amount for each Certified Business listed. This amount is the price that Bidder and Certified Business have agreed upon **prior to submittal**.

ADDITIONAL IMPORTANT INSTRUCTIONS:

- Bidders must contact and solicit bids from Certified Businesses prior to listing them on the EIC Utilization Form. EIC staff will contact all listed Certified Businesses to verify that they have been contacted by Bidder regarding participation and subcontract amounts **prior to being listed on this form**. If the listed Certified Businesses have not been contacted prior to being listed on this form, Bidders will be deemed non-responsive.
- Include the completed EIC Utilization form with bid submittal. Incomplete, incorrect, or missing forms will render a bid nonresponsive.
- If awarded the Contract from the Specification bidders must execute subcontracts or supply agreements with Certified Businesses listed on the EIC Utilization Form. Failure to enter into an agreement with the Certified Businesses listed in Column A for at least the corresponding dollar amount listed in Column D, may result in penalties authorized by the Tacoma Municipal Code (TMC) 1.07.110.

CITY OF TACOMA

EQUITY IN CONTRACTING (EIC) PROGRAM REGULATIONS

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I. Introduction

Tacoma Municipal Code (TMC) Chapter 1.07 authorizes the City of Tacoma’s Equity in Contracting (EIC) Program (Program) to address the historical underutilization and lack of participation of small, women and minority owned businesses in City contracts for supplies, services, and public works. TMC 1.07.040 authorizes the Community and Economic Development Department (CEDD) Director to adopt these administrative EIC Program Regulations (Regulations).

For questions, observations or recommendations related to these Regulations, please contact the EIC office at (253) 591-5826 or by email at EICoffice@cityoftacoma.org.

II. Objectives, Applicability and Overall Annual EIC Goal

The purpose of the EIC Program and of these Regulations is to advance the policy set forth in TMC 1.07.010: to “facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City.” These Regulations are intended to aid and guide City staff, Certified Businesses, Contractors and Suppliers and other stakeholders, to ensure the Program is implemented clearly and consistently and to encourage, facilitate and assist the participation of Certified Businesses in City of Tacoma contracts.

The current annual EIC goal is 20%, which was reached by utilizing [the City of Tacoma’s most recent disparity study](#) to determine the level of Certified Business participation in City Contracts expected in the absence of persistent effects of discrimination. The dollar value of all contracts awarded to or performed by Certified Businesses shall be counted toward the annual EIC goal. The EIC goal may be updated or changed in alignment with future disparity studies.

Currently the EIC Program is requiring participation by Certified Businesses only on contracts for public works. The Program is intended to apply to all City contracts for supplies, services, and public works (other than those contracts subject to exemption, exception, or waiver) and these Regulations will be updated as the City develops specific requirements and processes for Certified Business participation in contracts for supplies and services.

III. Definitions

Terms used in these Regulations shall have the following meanings unless defined differently in Tacoma Municipal Code Chapter 1.07, in which case the definition contained in TMC controls

“B2Gnow” is the system utilized by the City of Tacoma Equity in Contracting (EIC) Staff to track payments to Contractors and all Subcontractors on all Public Works and Improvements projects including Equity in Contracting (EIC) Requirements.

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

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

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise.

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

“Change Order” means a reduction or change to the contracted scope of work potentially affecting the Equity in Contracting Requirements initially set on a project.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement and performance of Public Works and Improvements and/or Non-Public Works and Improvements, Supplies and Services.

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

“Disparity Study” is a study that determines whether a government entity, either in the past or currently, engages in exclusionary practices in the solicitation and award of contracts to small, minority, women-owned, and disadvantaged business enterprises. The primary goal of the study is to assess, quantify, and evaluate the prevalence, significance (degree and weight) and scope of discrimination in the marketplace.

“Exception” or “Exemption” means the limited circumstances in which EIC Requirements do not apply or will not be applied to a Contract.

“EIC Manager” is the individual authorized by TMC to administer the Equity in Contracting Program.

“EIC Requirements” or “Contract Requirements” are the specified Requirements for Certified Business participation applied to a Contract using the EIC Requirements Setting Methodology.

“EIC Requirement Setting Methodology” is as defined in Appendix No. 1 to these Regulations.

“EIC Staff” means Equity in Contracting Program staff.

“Exception Request” means a request that no EIC requirements be applied to a Contract. See Appendix No. 3 to these Regulations.

“Goal” means the annual level of participation by Certified Businesses in City Contracts as established in The Tacoma Municipal Code TMC 1.07.020G, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations.

“LCPtracker” is the system used by the Local Employment and Apprenticeship Program (LEAP) Staff to monitor compliance with LEAP workforce utilization requirements and prevailing wage law.

“Non-Public Works and Improvements” means procurement of and contracting for Supplies and/or Services not solicited as Public Works.

“Notice of physical completion” means all physical work is done and the contractor has left the site. However, there may still be some outstanding paperwork or documentation remaining.

“Notice of substantial completion” means all physical work is complete except for punch list items. Only minor incidental work remains, such as minor corrections or repairs.

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

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

“Program Regulations” or “Regulations” means these Regulations.

“Project Delivery Team” refers to the City of Tacoma personnel working on the project from the Department or Division awarding and administering the Contract.

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

“Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein, as is defined in RCW Chapter 39.04 and as may be hereinafter amended. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

“Responsive or Responsible Bidder” is as defined within the City of Tacoma Purchasing Policy.

“Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal.

“Respondent” means any entity or Person that provides a Submittal in response to a Request for Bids, Request for Proposals, Request for Qualifications, Request for Quotes or other request for information, as such terms are defined in TMC Chapter 1.06 and in Purchasing Policy and Procedures.

“Requirements” means the level of required participation by Certified Businesses in City Contracts as established by TMC Chapter 1.07, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations.

“Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Chapter 1.06. TMC and in Purchasing Policy and Procedures.

“Specification” means the document and any subsequent addenda, including terms and conditions that describes the physical or functional characteristics, or the nature of the required Supplies, Services, or Public Works; commonly referred to as the Bid document or Bid Specification.

“Submittal” means Bids, Proposals, Quotes, Qualifications, or other information submitted in response to Requests for Bids, Requests for Proposals, Requests for Qualifications, Requests for Quotations, or other City requests for information, as such terms are defined in Chapter 1.06 TMC and in Purchasing Policy and Procedures.

“Supplies” means materials, supplies, and other products that are procured and contracted for by the City.

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

“Undue hardship” means an action that places a significant burden on a business.

“Waiver”, with regards to the Post-Bid EIC Waiver Process, means a discretionary decision made by the City after Bids are received that EIC Requirements, in whole or in part, will not be applied to a Contract or Contracts.

IV. Exemptions or Exceptions to EIC Program Requirements

A. Contracts that are not competitively solicited by the City of Tacoma.

No EIC Requirements will apply to contracts awarded in the manners listed below. These contracts are exempt from EIC Requirements, and no Exception Request is needed to be completed:

1. **Emergency** (TMC 1.06.257.C). Situations where breakage or loss of equipment has or is about to interrupt necessary services, where public health or safety may be jeopardized, or when required by regulatory agency, or state law. If the supplies, services, or public works must be provided with such immediacy that neither the City nor the contractor can comply with the EIC Requirements, none will be applied. Such emergency will be deemed

documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. **Sole Source** (TMC 1.06.257.A and 1.06.258). If the supplies, services, or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the Department or Division awarding the Contract. Such circumstance is documented by the approval of the Procurement and Payables Division Manager or delegee and for Contracts where the estimated cost is over \$500,000 (excluding sales tax) by the approval of the Contracts and Awards (C&A) Board.
3. **Not Practicable to Bid** (TMC 1.06.257.B). An immediate and important need for proposed construction, installation, repair, materials, supplies, equipment, or services where the delay that would result from following competitive solicitation process would cause financial loss to the City or an interruption of vital services to the public. Such circumstance is documented by the approval of the Procurement and Payables Division Manager or delegee and for Contracts where the estimated cost is over \$500,000 (excluding sales tax) by the approval of the C&A Board.
4. **Direct Solicitation and Negotiation** (1.06.256.B). Contracts for Professional or Personal Services, excluding architectural and engineering services. When City Manager or Director of Utilities or their delegees determine use of direct solicitation and negotiation process to be in the best interests of the City no EIC requirements will be applied to the resulting contract.
5. **Government or Cooperative Purchasing.**
The Contract is the result of a federal, state, or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is in accordance with TMC Chapter 1.06 and Purchasing Policy and Procedures.

B. Lack of Certified Businesses

If it is determined there are an insufficient number of Certified Businesses to perform the work scopes listed in the Contract, no EIC Requirement will be applied. The process for requesting and approving an exception for lack of Certified Businesses is as follows:

1. If after Program review of a project using the established EIC Requirement setting methodology, it is determined by EIC Staff that there will be an insufficient number (3 or less) of Certified Business available to meet the requirement, EIC Staff sends an Exception Request to EIC Manager for review and approval.

2. If, after EIC Staff has set EIC Requirements on a project, the Project Delivery Team determines that additional information justifies an exception for lack of Certified Business, the Project Delivery Team sends an Exception Request via email to the EIC Team who will then forward it to the EIC Program Manager with necessary project background information for final review and approval.

C. Public Works and Improvement Projects with a Value of \$150,000 or Less

EIC Requirements will not be set on public works and improvement projects with an engineer's estimate value of \$150,000 or less. However, EIC Staff will collaborate with the Project Delivery Team to proactively outreach to Certified Businesses and provide technical assistance to encourage participation.

D. Documentation of Granted Exceptions

All exceptions must be documented in the Program's reporting and goal spreadsheet database. Analysis will be done by the EIC Manager to understand what measures the City can take to ensure that exceptions to the EIC Requirements occur only when necessary.

V. EIC Requirements for Contracts for Public Work

All City contracts for Public Work – except for projects with an engineer's estimate value of \$150,000 or less – are subject to EIC Requirements. In no case will EIC Requirements exceed a total of 20 percent (20%) of the Engineer's estimate. If a contract is federally funded, any federal program supersedes the Equity in Contracting Program and these regulations.

A. EIC Pre-Award Process

1. EIC Contract Requirements Set

Using the EIC Requirements Setting Methodology contained in Appendix No. 1 to these Regulations, EIC Staff will set requirements for the use of Certified Businesses using two potential options.

Option 1: EIC Staff applies three (3) separate requirements (MBE, WBE, SBE) in accordance with the EIC Requirements Setting Methodology. Each stated Requirement must be fulfilled by using the specified category of Certified Business.

Option 2: If after setting the EIC Requirements, reviewing the OMWBE directory, and discussing with the Project Delivery Team, it is determined that fulfilling each requirement separately might present undue hardship for contractors, EIC staff will apply an overall EIC Requirement. The overall EIC Requirement is the sum of the 3 separate requirements initially established as a result of using the EIC Requirement Setting Methodology. Under Option 2 Bidders can use any combination of MBEs, WBEs, SBEs or DBEs to fulfill the overall EIC Requirement.

Staff guidance for determining if an overall EIC Requirement Option 2 is appropriate can be found in Appendix No. 2 to these Regulations.

After utilizing Option 1 or Option 2 to set the EIC Requirements, EIC staff will send an EIC Memo to the Project Delivery Team informing of the EIC Requirements for the project.

B. EIC Bid Review Process

Contracts for Public Work must be awarded to the lowest responsive and responsible Bidder. EIC Program Staff conducts a review of Submittals for EIC compliance.

1. Review for Bidder Responsiveness

- i. Bids must list Certified Businesses. If a listed business is not certified with OMWBE as of the date of bid opening the bid will be recommended to be rejected as non-responsive.
- ii. All sections of the EIC Utilization form located in Appendix No. 3 to these Regulations must be completed according to the stated instructions and the properly completed form must be included with bid submittal.
- iii. Submittals that do not include a properly completed EIC Utilization form will be recommended by EIC Staff to be rejected as non-responsive bids. To be considered “completed”, the required forms must be filled out with all the information required to be provided. No fields should be left incomplete or designated N/A or otherwise lacking a required response. EIC Staff reserves the right to make minor non-material corrections to the form, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.
- iv. The work description for each Certified Business listed on the EIC Utilization form must match the Certified Business’s OMWBE Profile. This ensures that the Certified Business is able to complete the work scope or role for which they have been listed.
- v. Bidder must contact and solicit bids from Certified Businesses prior to listing them on the EIC Utilization Form and prior to bid submittal. EIC Staff will contact all listed Certified Businesses. If a listed Certified Business has not been contacted by the Bidder prior to being listed, the bid will be rejected as non-responsive.

2. Review for Bidder Responsibility

- i. The EIC Utilization Form must demonstrate that the bidder has obtained enough EIC participation to meet or exceed the EIC Requirements for that contract. Submittals that do not meet or exceed the stated requirements will be recommended to be rejected as non-responsible bids.

3. Self-Performing Bidders

Bidders who are themselves Certified Businesses can meet the EIC requirements by self-performance. When a Certified Business is the prime bidder, an adjustment may be made to the EIC Requirements. In such cases, the self-performing Certified Business can be found to be a responsible bidder even if the bid did not satisfy all three stated EIC Requirements (SBE, MBE and WBE). For example, if a bidder is certified as an MBE and an SBE, the WBE Requirements may be deemed waived since the Contractor's self-performance as an MBE and an SBE achieves the total Requirement.

4. EIC Recommendation

- i. If the apparent low bidder is deemed non-responsive or non-responsible, EIC Staff will review the next lowest bidder's submittal.
- ii. Once EIC Staff has reviewed the EIC portion of the submittal, a bid review memo is sent to the Project Delivery Team to notify them of the status of the apparent low bidder and will include any recommendation to reject submittals as non-responsive or non-responsible.

VI. Post-Bid EIC Waiver Requests Process

Per TMC 1.07.060 (C), if, after receipt of submittals but prior to Contract award, it is determined that due to unforeseen circumstances (which may be demonstrated by bidder(s) failure to meet the stated Requirements) waiver of the stated EIC Requirements in whole or in part for the project is in the best interest of the City, the Director or Superintendent of the Project Delivery Team may request the stated EIC Requirements be waived in full or in part.

The waiver request must be made using the EIC Waiver Request Form shown in Appendix No. 4 to these Regulations and initiated by the applicable Director or Superintendent of the Project Delivery Team. The form is then forwarded to the Procurement and Payables Division Manager for review and signature,

followed by the City Manager or the Director of Utilities for review and signature. EIC Staff notifies the Project Team of the decision made.

If the Waiver Request is approved by the City Manager or Utilities Director, any new EIC Requirements will be equal to the EIC Utilization percentage listed on the successful bidder's EIC Utilization form (which could be zero).

If the Waiver Request is not approved by the City Manager or Utilities Director, the Project Delivery Team must re-bid the project or award to the next lowest bidder who has satisfied the stated EIC Requirements.

In all instances where a Waiver is approved by the City Manager or Utilities Director, analysis will be done by the EIC Manager to understand what measures the City can take to ensure that waivers of the EIC requirements are granted only when absolutely necessary.

VII. EIC Contract Monitoring and Compliance

All contracts will be monitored by the Program to ensure compliance with the stated EIC Requirements throughout the term of the Contract including as follows:

A. Coordination between Project Delivery Team and Program

During the term of the contract, the Project Delivery Team will include EIC Staff in the pre-bid, pre-construction, and progress meetings. Additionally, the Project Delivery Staff will send Contract & Award (C&A) Letters, Notice to Proceed and Notice of Physical Completion to EIC Staff.

B. Utilization of B2Gnow System

1. Once EIC Staff receives the Notice to Proceed, the Project is created in B2Gnow.
2. Once the Project has been created in B2Gnow by EIC Staff, a letter is automatically sent from B2Gnow to the Contractor and all Certified Businesses included in the project to notify them of the new project and what is expected of them in the B2Gnow System.
3. Contractors must utilize B2Gnow by entering their monthly payment reports in the system. EIC Staff tracks EIC utilization by ensuring all payment reports are entered monthly by the Project Delivery Team and the Contractor and payments are confirmed by the Subcontractors.

C. B2Gnow Monitoring

1. Prompt Payment

For the full lifecycle of the project, on a monthly basis, EIC Staff must ensure the following actions have occurred in the B2Gnow system:

- a. The Department/Division in charge of the contract has entered payment submitted to the Contractor.
- b. The Contractor has entered payments submitted to all Certified Businesses.
- c. The Certified Businesses have confirmed prompt receipt of payments from the Contractor for work performed. In compliance with the WA State Legislature Revised Code of WA (RCW) 39.04.250 (1) *, EIC Staff will verify that subcontractors are paid no later than 10 days after the Prime receives payment from the City of Tacoma Department/Division in charge of the contract.

*RCW 39.04.250 (1) "When payment is received by a contractor or subcontractor for work performed on a public work, the contractor or subcontractor shall pay to any subcontractor not later than ten days after the receipt of the payment, amounts allowed the contractor on account of the work performed by the subcontractor, to the extent of each subcontractor's interest therein.

2. If the above actions have not taken place or if there are any discrepancies in the system, EIC Staff will reach out to the parties involved via a notice generated from the B2Gnow System, via email or via phone call to address any discrepancies. Any notes related to the projects will be entered in the B2Gnow system.
3. For support using B2GNow, please contact EIC Staff at (253) 591-5826 or email at EICoffice@cityoftacoma.org.

D. Contractor Request for Certified Business Termination and Substitution

A Contractor's noncompliance by failure to utilize a Certified Business required by the Contract can be excused if Contractor has properly requested to terminate, reduce, or substitute the participation of a Certified Business on an awarded Contract and such request has been approved by the EIC Program consistent with TMC 1.07.080 A. The process for termination and substitution request and approval is initiated by the Contractor following the instructions outlined in the EIC Certified Business Termination and Substitution Form located in Appendix No. 5 to these Regulations.

Upon receipt of the completed EIC Certified Business Termination and Substitution Form, the Project Delivery Team will forward the request to EIC Staff along with supporting documentation received from the Contractor.

1. EIC Staff will proceed with the following steps:

- a. Review the request, including any response or objection from the Certified Business, to determine if the grounds for termination (or substitution) contained in TMC 1.07.080 A 1 (Certified Business refusal to execute necessary agreements with Contractor, Certified Business defaults on agreements with Contractor or other reasonable excuse) and the process required by these Regulations have been satisfied. EIC staff review will utilize the criteria for reasonable excuse contained in these Regulations.
- b. Contact the Certified Business(es) proposed to be terminated as well as the Certified Business(es) proposed to be substituted.
- c. If Contractor has indicated on the Certified Business Termination and Substitution Form that it does not have a substitution plan, EIC staff will review the Contractor's explanation for not proposing a substitute Certified Business according to the criteria in TMC 1.07.080 A 2. Where it is shown by Contractor that no other Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the Contractor, EIC staff will approve substitution with a non-Certified Business; provided, that, the substitution does not increase the dollar amount of the bid.
- d. If EIC staff determines that the process has been followed and that one or more of the grounds in TMC 1.07.080 have been satisfied to allow termination and substitution, the Contractor will be notified of the approval.
- e. Contractor has 3 business days of receipt of the approved termination request to confirm to EIC Staff that it has substituted with another Certified Business, or with a non-Certified Business if the EIC Program has approved.

If the Termination and Substitution Request submitted by the Contractor is denied, the Contractor must utilize the Certified Business on the project as initially listed on the EIC Utilization form or be found in noncompliance.

2. Reasonable justifications for Termination

For purpose of the EIC Program, reasonable justifications for termination are included in this list below but not limited to:

- a. The listed Certified Business refuses or fails to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that reasonable excuse does not exist if the failure of the Certified Business to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor.
- b. Failure or refusal of the Certified Business to perform work for reasons other than contract term or pricing disputes.

- c. The listed Certified Business fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
- d. The listed Certified Business is ineligible to work on City of Tacoma projects because of suspension or debarment.
- e. The listed Certified Business voluntarily withdraws from the project and provides The City of Tacoma written notice of its withdrawal.
- f. Death or disability of the principal of the Certified Business rendering it unable to perform the work.
- g. Dissolution of the Certified Business.
- h. A change in scope of the contract requested by the City which removes the work scope for the Certified Business from the project.
- i. The Certified Business does not execute an offered contract that reflects the terms and pricing agreed upon as a condition of participation in the project. The Contractor must provide evidence that the Certified Business failed to execute a contract offered which reflected such agreements, after the Certified Business was given adequate time to execute the offered contract.

3. Decertification

When a Certified Business is "decertified" by OMWBE the participation of that Certified Business shall continue to count as EIC participation so long as the subcontract with the Certified Business was executed prior to the effective date of decertification.

If the Certified Business did not have an executed contract with the Contractor at effective date of decertification, the Contractor must demonstrate to the satisfaction of the Project Delivery team and to the EIC Program that it has substituted a different Certified Business.

VIII. NON-COMPLIANCE: FINDING OF VIOLATION AND PENALTIES

A. Circumstances for finding a Contractor in Violation

The following circumstances, if found by the EIC Program Manager, are grounds for a determination by the Community and Economic Development Department (CEDD) Director of Contractor violation and a recommendation by the CED Director to the City Manager or the Director of Utilities that a penalty be imposed consistent with TMC 1.07.010:

1. A Contractor's failure to utilize a Certified Business required by an awarded Contract (unless the Certified Business participation is properly terminated or substituted by application of the process contained in these Regulations) for at least the corresponding dollar amount listed on the submitted EIC Utilization Form.
2. A Contractor's failure to utilize the B2Gnow system in the manner required by these Regulations. Before a violation will be found for Contractor's failure to utilize B2Gnow the following process steps will be taken:
 - a. If a Contractor does not report payment in the B2Gnow system within the first 2 months of the start of the project, EIC Staff will give the Contractor a verbal notice, followed by an email offering assistance with B2Gnow if needed.
 - b. If in the third month following the start of the project Contractor still does not report payment in the B2Gnow system EIC Staff will send a second notice via email with a copy to the Project Delivery Team.
 - c. If the Contractor has failed to report payment in the B2Gnow system within 14 days of the second notice, a third notice will be sent with a copy to the Project Delivery Team.
 - d. If after three notices, Contractor fails to report payment in the B2Gnow system, EIC Staff will notify the Project Delivery Team that the EIC Staff intends to recommend to the City Manager or Utilities Director that a violation be found, and a penalty imposed.
3. A Contractor's failure to pay their subcontractor within 10 days after receipt of payment per RCW 39.04.250 (1)
 - i. If a contractor fails to pay their subcontractor within 10 days, EIC Staff will send 3 notices (via email).

- ii. If after three notices Contractor fails to pay their subcontractor, EIC Staff will notify the Project Delivery Team that the EIC Staff intends to recommend to the City Manager or Utilities Director that a violation be found, and a penalty imposed.

B. Contractor Non-Compliance, Finding of Violation and Enforcement

If the EIC Program Manager, in collaboration with the Project Delivery Team, determines a Contractor is non-compliant with the EIC Requirements of the Contract or any other requirements contained in TMC Chapter 1.07 or these Regulations and therefore in violation of the EIC Program requirements, the following process for enforcement will be followed:

1. EIC Staff will send a Notice of Violation to the Contractor via USPS Certified Mail®, with a courtesy copy sent to Contractor via email and with a copy to the Project Delivery Team. The Notice of Violation will specify the non-compliance that is the basis for the finding of violation and will state the City's intent to exercise all applicable remedies, including penalties authorized by TMC 1.07.110.
2. The Notice of Violation will specify that the Contractor can appeal the finding of Violation to the Hearing Examiner pursuant to Chapter 1.23 TMC and will state that, unless appealed or remedied, each specified violation becomes final on the 10th business day from the day the Notice has been received by the Contractor.
3. The Notice of Violation will inform the Contractor that the Violation may be remedied, and no penalty will be sought, if, within 10 business days of the date of the Notice of Violation, the Contractor achieves compliance or submits a plan to achieve compliance and receives EIC Staff approval of the plan. A document for guidance on how to achieve compliance can be located in Appendix No. 6 to these Regulations.
4. Compliance plans shall be submitted to EIC Staff and reviewed by EIC Staff and the Project Delivery Team. EIC Staff will recommend valid compliance plans to the CEDD Director for approval.
5. If the Contractor does not respond to the notice by achieving compliance or by appealing the violation within 10 days or if Contractor's timely submitted compliance plan is not approved, the EIC Program Manager in collaboration with the CEDD Director and the Project Delivery Team will request the City Manager or Director of Utilities to impose one or more of the following penalties contained in TMC 1.07.110 A.
 - a. Publish notice of the contractor's noncompliance on the [City of Tacoma Equity in Contracting webpage](#).
 - b. Cancel, terminate, or suspend the contractor's contract, or portion thereof.
 - c. Withhold funds due contractor until compliance is achieved; and/or

- d. Disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC.
 - e. Other appropriate recommended penalty
6. Approval of City Manager or Director of Utilities to Impose Penalties
- a. The EIC Program Manager and CEDD Director will utilize the Prime Contractor Sanction Request Form found in Appendix No. 6 to these Regulations to inform the City Manager or the Director of Utilities that a Notice of Violation has become final (not appealed, not remedied by compliance or an approved compliance plan) and request the City Manager or Director of Utilities to approve the recommended penalty authorized by TMC 1.07.110 and/or to impose any different or additional appropriate penalty.
 - b. If the request for penalty is approved, the EIC Staff will notify the Contractor and the Project Delivery Team of the imposition of the penalty by sending the Prime Contractor Notice of Violation form contained in Appendix No. 7 to these Regulations to the Contractor by US Mail and with a courtesy copy sent by email. The Notice of Penalty form will inform the Contractor that the stated penalty becomes effective on the tenth business day following receipt of the Notice of Penalty unless Contractor appeals the penalty to the Hearing Examiner pursuant to Chapter 1.23 TMC or achieves compliance.
7. Publication of Contractor's Non-Compliance

If the penalty of publication of notice of Contractor's noncompliance (TMC 1.07.110 A 2) is imposed, the non-compliant Contractor's firm name and the nature of the violation will be posted on the City of Tacoma Equity in Contracting Program website [Equity in Contracting – City of Tacoma](#).

8. Cancellation of Penalty upon approved Contractor's Correction of Violation
- a. A Contractor has 10 business days from receipt of a Notice of Penalty to achieve compliance or submit a plan to achieve compliance. EIC Staff in consultation with the Project Delivery Team will determine if compliance is achieved or if the compliance plan is recommended for approval by the CEDD Director.
 - b. If it is determined that the Contractor has come into compliance with the EIC Requirements, or has an approved plan to achieve compliance, the penalty may be cancelled at the discretion of the CEDD Director.
 - c. If a penalty is cancelled, other applicable steps will follow. For example, if the Contract had been suspended, it will be resumed. If notice of Contractor's violation has been published, the notice will be removed from City's website. If funds have been withheld, payments will be resumed etc.

- d. If Contractor's compliance plan is not approved, the penalty will remain in place, however, EIC Staff will continue to work with Contractor and Project Delivery Team to attempt to achieve compliance.

IX. EIC Project Closeout Process

Upon receipt of notice from the Project Delivery Team that the project is physically completed, EIC Staff will:

- A. Run B2Gnow Contract Summary Report to ensure that EIC Contract Requirements have been satisfied.
- B. Check with Local Employment & Apprenticeship Training Program (LEAP) Staff to ensure LEAP Requirements have been satisfied and the project is ready to close on LCPtracker.
- C. If EIC Contract Requirements are not met, EIC Staff will contact the Contractor via email with copy to the Project Delivery Team and request the Contractor provide an explanation in writing of the discrepancy between EIC Contract Requirements and the final outcomes via email to the Project Delivery Team and to EIC Staff at EICOffice@cityoftacoma.org. EIC Staff and the Project Delivery Team will review and file explanation in B2Gnow files.
- D. If Contract Requirements are not met by the final outcomes and Contractor's explanation for the discrepancy is not satisfactory EIC Staff and the Project Delivery Team may recommend a violation be found and penalty requested.
- E. If Contract Requirements are met, send email to Contractor from EICOffice@cityoftacoma.org with a copy to the Project Delivery Team.

X. Certified Business Complaint Process

- A. A Certified Business may submit a complaint regarding any EIC related issues utilizing three options listed below:
 - By sending an email to the EIC Staff at EICoffice@cityoftacoma.org.
 - By filling out the EIC Complaint Form available on [The City of Tacoma Equity in Contracting webpage](#). See EIC Complaint Form as shown at Appendix No. 9 to these Regulations.
 - By calling the EIC Office line at (253) 591-5630

When a complaint has been received, EIC Staff will take the following steps:

- Record the complaint in the EIC Complaint log Database
- Send a message to the complainant acknowledging the receipt and recording of the complaint and informing complainant that an investigation will take place.
- As deemed appropriate, perform an investigation
- If an investigation is conducted, a report will be produced including a timeline of events and findings.
- Submit any final report to the EIC Program Manager for action as appropriate.

APPENDICES

Available upon request to EICOffice@cityoftacoma.org

- 1. EIC Requirement Setting Methodology**
- 2. Guidance on selecting Option 2: EIC overall Requirements**
- 3. EIC Utilization Form**
- 4. EIC Post Submittal Waiver Request Form**
- 5. EIC Certified Business Termination and Substitution Request**
- 6. EIC Guidance on Compliance Achievement Plan**
- 7. Notice of Contractor's Violation Form**
- 8. EIC Sanction(s) Request Form**
- 9. Subcontractor Complaint Form**

**STATEMENT OF QUALIFICATIONS
FOR CONTRACTORS**

This form shall be completed in its entirety and submitted with the bid. **Failure to submit and meet the requirements as stated in Section 1 of the Special Provisions may be grounds for rejection of the bid.**

The City of Tacoma will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

The successful Contractor shall have completed a minimum of five (5) projects of similar size and scope within the last five (5) years in the construction, disinfection and pressure testing of 8-inch and larger pressure reducing valve stations for potable water distribution systems.

Contractor:

Name: _____

Address: _____

Phone: _____ Contact Person: _____

Project Experience

#1 Project Name: _____

Owner: _____ Contact Person/Phone No: _____

Description of Work: _____

Completion Date: _____

#2 Project Name: _____

Owner: _____ Contact Person/Phone No: _____

Description of Work: _____

Completion Date: _____

#3 Project Name: _____

Owner: _____ Contact Person/Phone No: _____

Description of Work: _____

Completion Date: _____

#4 Project Name: _____

Owner: _____ Contact Person/Phone No: _____

Description of Work: _____

Completion Date: _____

#5 Project Name: _____

Owner: _____ Contact Person/Phone No: _____

Description of Work: _____

Completion Date: _____

TACOMA WATER SUBSTITUTION REQUEST FORM

***This request shall be submitted to Brandon Snow, Senior Buyer,
bsnow@cityoftacoma.org no later than 3:00 p.m., PST, Friday, June 28, 2024 as
stated in Section 24. Substitution requests not received will not be considered.***

ATTN: Corey Nelson P.E. Date: _____

PROJECT: TW23-0242F 99th & Aqueduct PRV Station Replacement Transmittal No. _____
(Specification/Name/Contract No., if applicable)

We hereby submit for consideration, the following product instead of the specified item for the above project:

Specification Section: _____
Specified Item: _____
Proposed Substitution: _____

NOTES: Attach complete technical data, including laboratory tests and samples as applicable.

Provide a detailed comparison of the significant qualities (size, weight, durability, performance and similar characteristics, including visual effect, where applicable) for the proposed substitution in comparison with the original requirements.

List completely, installation changes, changes to drawings, and specifications required by the proposal.

FILL IN BLANKS BELOW:

- A. Does substitution require change in drawing dimensions? Yes No
If yes, provide detail: _____
- B. Will undersigned pay for resulting building design changes including engineering/detailing costs? Yes No
- C. What effect does substitution have on other trades?

- D. Difference between proposed substitution and specified item?

- E. Manufacturer's guarantees of proposed and specified items are? Same Different*
*Explain differences on attachment(s).
- F. Are maintenance/service parts locally (within 50 miles) available for proposed substitution? Yes No
- G. Will the proposed substitution have any effect on compliance with applicable codes? Yes No
If yes, explain: _____
- H. Name, address, and current phone number of the Project Lead for one (1) similar project where the proposed product was used, along with the Project name and date of installation:

- I. Contract completion date is? _____ Same Different*
*Explain differences on attachment(s).

TACOMA WATER SUBSTITUTION REQUEST FORM

This request shall be submitted to Brandon Snow, Senior Buyer, bsnow@cityoftacoma.org no later than 3:00 p.m., PST, Friday, June 28, 2024 as stated in Section 24. Substitution requests not received will not be considered.

Undersigned attests function and quality equivalent or superior to specified item and waives their rights to additional payment and time which may subsequently be necessitated by failure of the substitution to perform adequately, and for the required work to make corrections thereof.

SUBMITTED BY:

Name

Firm

Address

City, State, Zip

Phone No.

Signature _____ Date _____

FOR USE BY TACOMA WATER

Accepted Accepted as Noted

Not Accepted Received Too Late

By: Corey Nelson
(Project Lead/Manager)

Signature: _____

Date: _____

REMARKS:

APPENDIX C

Insurance Requirements

Contract

Performance Bond

Payment Bond

General Release



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as “Contractor”.

1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers’ Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a “Waiver of Subrogation” clause in favor of City of Tacoma
 - 1.3.4. Include a “Separation of Insureds” clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the “City of Tacoma” on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to coi@cityoftacoma.org.
- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

2. SUBCONTRACTORS

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

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

3.2 Commercial (Business) Automobile Liability Insurance

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

3.3 Workers' Compensation

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

3.4 Employers' Liability Insurance

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

3.5 Pollution Liability Insurance

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

3.6 Builder's Risk Insurance

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

- 3.6.1 Have a deductible of no more than Five Thousand Dollars (\$5,000) for each occurrence, the payment of which will be the responsibility of Contractor. Any increased deductibles accepted by City of Tacoma will remain the responsibility of Contractor
- 3.6.2 Be on an ISO Special Form Causes of Loss or the equivalent and also include coverage for Collapse, Earthquake and Flood. The deductible for Earthquake and Flood may be higher than the \$5,000 deductible required in 3.18.1
- 3.6.3 Include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site
- 3.6.4 Be written in the amount of the completed value of the structures, with no coinsurance provisions exposure on the part of Contractor or City of Tacoma
- 3.6.5 Contain a Waiver of Subrogation provision whereby each insured waives their subrogation rights to the extent the loss is covered by this insurance
- 3.6.6 Grant permission to occupy, allowing the building or structure to be partially occupied prior to completion, without detrimental effect to the coverage provided
- 3.6.7 Include coverage for the testing and startup of the building's operating systems
- 3.6.8 Include coverage for City of Tacoma's loss of use or business interruption arising out of a covered loss which delays completion
- 3.6.9 Include resultant damage coverage for loss due to faulty workmanship and defective material
- 3.6.10 Include coverage for startup and testing
- 3.6.11 Include coverage for resultant damage coverage for loss due to faulty workmanship and defective material

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

3.7 Inland Marine (Cargo) Insurance

Contractor shall maintain Cargo Insurance. Coverage shall protect the property from all risk of injury, and coverage shall be in an amount of the full replacement cost of the property, with no coinsurance exposure. Any applicable deductible shall not exceed Five Thousand Dollars (\$5,000).

3.8 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.

CONTRACT

Resolution No. [#####]

Contract No. [#####]

This Contract is made and entered into effective as of [Month] [Day], [Year] ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and [supplier name as it appears in Ariba, including dbas or trade names] ("Contractor"). **[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 or deliverables provided under the Contract, the terms and conditions set forth at Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.

If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.

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

1. Contract, inclusive of Appendices A and B.
2. List remaining Contract Documents in applicable controlling order. **[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 [Termination Date], and may be renewed for [Renewal Term] **[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, 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 shall comply with all federal, state, municipal, and/or local laws and regulations in the performance of all terms and conditions of the Contract. Contractor shall be solely responsible for all violations of the law from any cause in connection with its performance of work under the Contract.
- X. 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. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor and further represents and warrants that Contractor is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Contract.

CITY OF TACOMA:
Signature:

CONTRACTOR:
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: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

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

2. Prevailing Wages

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

3. COPELAND ANTI-KICKBACK ACT

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

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

- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

6. CLEAN AIR ACT

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

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

7. FEDERAL WATER POLLUTION CONTROL ACT

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

8. DEBARMENT AND SUSPENSION

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

subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

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

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

10. **BYRD ANTI-LOBBYING AMENDMENT**

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

11. **PROCUREMENT OF RECOVERED MATERIALS**

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

APPENDIX A-1

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

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

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

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

Supplier, by Contract signature, 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.



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]
Bond No.

That we, the undersigned, [Supplier Name]
as principal, and _____
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of
[\$(dollar value), plus any applicable tax], 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. [Enter Spec # Here]
Specification Title: [Enter Spec Title Here]
Contract No. [Enter Contract # Here]

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

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

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

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

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

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

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

Principal: [Supplier name]

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]
Bond No.

That we, the undersigned, [Supplier name]
as principal, and _____
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,
[\$(dollar value), plus any applicable taxes], 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. [Enter Spec # Here]

Specification Title: [Enter Spec Title Here]

Contract No. [Enter Contract # Here]

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

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

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

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

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

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

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

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

Resolution No. [Enter Reso # Here]
Specification No. [Enter Spec # Here]
Contract No. [Enter Contract # Here]

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: [Supplier name]

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

Draft

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for _____
between _____^{Project / Spec. #} and the City of Tacoma,
(Themselves or Itself)
dated _____, 20____, hereby releases the City
of Tacoma, its departmental officers and agents from any 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 _____