



City of Tacoma, WA

TACOMA POWER

REQUEST FOR BIDS

CUSHMAN #1 RIGHT ABUTMENT ACCES ROAD REMEDIATION SPECIFICATION

NO. PG21-0626N



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City of Tacoma
Power/Generation Engineering

REQUEST FOR BIDS PG21-0626N
Cushman #1 Right Abutment Road Remediation Specification

Submittal Deadline: 11:00 a.m., Pacific Time, Wednesday, October 6, 2021

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

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

Submittal Delivery: Submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

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

Bid Opening: Submittals in response to a RFB will be recorded as received by a Purchasing representative. Final results are posted to our website www.TacomaPurchasing.org as they come available.

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 the Cushman Project Office 21451 N. Highway 101, Shelton, WA 98584. Thursday, September 23, 2021 at 10:00 a.m.

Project Scope: Construction of a concrete block wall at the North end of the Cushman #1 Dam. The purpose is to stop erosion along an existing service road that connects to the dam and provides access to the emergency spillway.

Estimate: \$100,000 – 120,000

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

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

Federal 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 [Choose an item.](#) by email to [Choose an item.](#)

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.

BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms which must be submitted with your bid:

- (a) Schedule of bid price.
The unit/lump sum prices bid must be shown in the space provided.
- (b) Signature page.
To be completed and signed by the bidder.
- (c) Certification of Compliance with Wage Payment Statutes
- (e) Contractor's Record of Prior Contracts **(required)**.
- (f) List of Equipment **(required)**.
- (g) State Responsibility and Reciprocal Bid Preference Form **(required)**.

- (h) "Submittals Required with Bid" as are listed in the Special Provisions Section – Submittals and Shop Drawings (for construction contracts).

The following forms are to be executed after the contract is awarded:

- (a) Contract
This agreement is to be executed by the successful bidder.
- (b) Performance and Payment Bonds **(required)**.
To be executed by the successful bidder and his surety company, and countersigned by a local resident agent of said surety company.
- (c) Contractor's Work Hazard Analysis Report (for construction contracts only)
- (d) General Release to the City of Tacoma (for construction contracts only).
To be executed by the successful bidder upon completion of work and prior to the receipt of the final payment.

LETTERS AND CALLS

All information requested prior to the bid opening is subject to the limitations in Paragraph 1.02 of the **General Provisions**.

Address all letters to the Department of Public Utilities, P. O. Box 11007, Tacoma, Washington 98411.

For questions regarding General Provisions, Special or Technical Provisions, direct attention to Carly Fowler, Buyer, cfowler@cityoftacoma.org.

For letters and calls regarding the EIC Program, direct attention to the EIC Program Coordinator at 253-591-5224 for calls, and to EIC/Community & Economic Development, Tacoma Municipal Building, 747 Market Street, Tacoma, Washington 98402, for letters.

For letters and calls regarding the LEAP Program, direct attention to the LEAP Coordinator at 253-594-7933 for calls, and to LEAP/ Community & Economic Development, Tacoma Municipal Building, 747 Market Street, Tacoma, Washington 98402, for letters.

All letters shall indicate the title and specification number (prior to award) or title and contract number (following award).

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

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

Effective March 30, 2012, RCW 39.04.380 imposes a reciprocal preference for resident contractors. Any bid received from a non-resident contractor from a state that provides an 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 Small Business Enterprise and Local Employment and Apprenticeship programs;
12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

SIGNATURE PAGE

CITY OF TACOMA - DEPARTMENT OF PUBLIC UTILITIES - TACOMA POWER

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. 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.

Submittals will be received and time stamped only at the City of Tacoma Procurement & Payables Division, located in the Tacoma Public Utilities Administration Building North, 4th Floor, at 3628 South 35th Street, Tacoma, WA 98409. **See the Request for Bids page near the beginning of the specification for additional details.**

REQUEST FOR BIDS SPECIFICATION NO. PG21-0626N

CUSHMAN
CUSHMAN #1 RIGHT ABUTMENT ACCES ROAD REMEDIATION

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Date

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

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

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL



City of Tacoma

(PG21-0626N)

Contractor Name _____

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (September 13, 2021), 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.*

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 on any public works contracts under RCW 39.06.010 or 39.12.065(3)?

Yes No If yes, provide an explanation of your disqualification on a separate page.

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

Yes No

If incorporated, in what state were you incorporated?

State: _____

Not Incorporated

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

Name of Bidder

PROPOSAL

	<u>QUANTITY</u>	<u>BID UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
<u>ITEM 1</u> Mobilization/Demobilization	1	LS	\$ _____	\$ _____
<u>ITEM 2</u> Brush and Tree Clearing	1	LS	\$ _____	\$ _____
<u>ITEM 3</u> Excavation	150	CY	\$ _____	\$ _____
<u>ITEM 4</u> Concrete Segmental Block Retaining Wall System	60	EA	\$ _____	\$ _____
<u>ITEM 5</u> Quarry Spall and 1-2 Man Toe Rock	300	TON	\$ _____	\$ _____
<u>ITEM 6</u> Gravel Backfill for Walls	225	TON	\$ _____	\$ _____
<u>ITEM 7</u> Place and Grade Excavated Soils	150	LS	\$ _____	\$ _____
<u>ITEM 8</u> Force Account	1	CY	\$10,000.00	\$10,000.000

*Bidders shall include the \$ _____ figure as part of their overall bid.

TOTAL ITEMS 1 - 8 \$ _____

**Sales Tax @ 8.8% \$ _____

TOTAL AMOUNT \$ _____

Name of Bidder

PROPOSAL

NOTE TO BIDDERS

A pre-bid meeting will be held at the project site on September 23, 2021. Please confirm your attendance with Carly Fowler, at cfowler@cityoftacoma.org.

If you are unable to attend this meeting, please call the EIC (Equity in Contracting) Office at 253-591-5224 and/or the LEAP (Local Employment and Apprenticeship Program), at 253-591-5826, for instructions in filling out the EIC/LEAP forms (if applicable) or for questions concerning these requirements.

Name of Bidder

CONTRACTOR'S RECORD OF PRIOR CONTRACTS

NAME _____ ADDRESS _____

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

REMARKS: _____

Name of Bidder

LIST OF EQUIPMENT

Following is a list to be filled in by the bidder, showing equipment definitely available for use on the proposed work as required. (Give quantity, description, size or capacity, condition and present location of each item of equipment.)

TACOMA POWER / GENERATION SUBSTITUTION REQUEST FORM

****This request shall be submitted to engineer listed below per Specification Submittals and Shop Drawings Section (Construction) or Substitutions Section (Supply).
Substitution requests not received by the engineer will not be considered.****

TO: Tacoma Power/Generation ATTN: Steve Fairchild Date: _____
3628 South 35th Street
Tacoma WA 98409
Fax: 253-502-8136

PROJECT: PG21-0626N Cushman #1 Abutment Access Road Remediation 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, and including visual effect, where applicable) for the proposed substitution in comparison with the original requirements.

List completely, installation changes and 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 and address and current phone number the Project Lead for three (3) similar projects where the proposed product was used, along with the Project name and date of installation:
1. _____
2. _____
3. _____
- I. Contract completion date is? _____ Same Different*
*Explain differences on attachment(s).

TACOMA POWER / GENERATION SUBSTITUTION REQUEST FORM

*****This request shall be submitted to engineer listed below per Specification Submittals and Shop Drawings Section (Construction) or Substitutions Section (Supply).
Substitution requests not received by the engineer 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 POWER:

- | | |
|---------------------------------------|--|
| <input type="checkbox"/> Accepted | <input type="checkbox"/> Accepted as Noted |
| <input type="checkbox"/> Not Accepted | <input type="checkbox"/> Received Too Late |

By: _____
(Project Lead/Manager)

Signature: _____

Date: _____

REMARKS:

CITY OF TACOMA

Special Instructions

Equity in Contracting 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 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](#).

Bidders on City of Tacoma contracts are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. **A bidder 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 bidder or by identified subcontractors. All SBE goals may be met by using DBEs or SBEs from the OMWBE list. Contact the EIC Office at (253) 591-5075 if there are questions about this requirement.

It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by the State of Washington's Office of Minority and Women Business Enterprises 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 at 253-591-5075 between 8 AM and 4:30 PM, Monday through Friday.

A list of OMWBE certified firms for Pierce, King, Lewis, Mason and Grays Harbor counties, is available on the following web site address: www.omwbe.diversitycompliance.com.

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

Chapter 1.07

Equity in Contracting

Sections:

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

1.07.010 Policy and purpose.

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

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

1.07.020 Definitions.

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

1.07.020.B

“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.”

1.07.020.C

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

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

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A “Contract” as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A “Contract” does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the

community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

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

1.07.020.G

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

1.07.020.N

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

1.07.020.P

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

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

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

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

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

1.07.020.Q

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

1.07.020.R

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

1.07.020.S

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

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

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

1.07.020.T

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

1.07.020.W

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

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

1.07.030 Discrimination prohibited.

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

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

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

1.07.040 Program administration.

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

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

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

1.07.050 Approval as a Certified Business.

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

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

B. Appeals.

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

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

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals.

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

2. Application of Annual Goals to Contracts.

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

B. Exceptions:

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

1. Emergency:

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

2. Not Practicable:

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

3. Sole source:

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

4. Government purchasing.

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

5. Lack of certified contractors:

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

C. Waiver:

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, waiver of goals is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may

request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver..

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

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

1.07.070 Evaluation of submittals.

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

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

1. General.

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

2. Supplies.

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

3. Services and Public Works subcontracts.

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

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

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

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

1. When contract award is based on price.

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

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

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

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

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

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

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

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

1.07.080 Contract compliance.

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

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

B. Record Keeping.

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

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

1.07.090 Program monitoring.

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

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

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

1.07.100 Enforcement.

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

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

1.07.110 Remedies.

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

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;

4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

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

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

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

1.07.120 Unlawful acts.

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

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

1.07.130 Severability.

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

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

1.07.140 Review of program.

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

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

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

It is the bidder's responsibility to insure that the EIC-eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the State of Washington's Office of Minority and Women Business Enterprises (OMWBE) at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday or the OMWBE Office. Please refer to the City of Tacoma EIC Provisions included elsewhere in these Special Provisions.

Equity in Contracting Requirements

Minority Business
Enterprise Requirement

3%

Women Business
Enterprise Requirement

0%

Small Business Enterprise
Requirement

1%

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

www.omwbe.diversitycompliance.com*

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

CCD/SBE:

Date of Record:

*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
 Office of Equity in Contracting
 747 Market Street, Rm 900
 Tacoma WA 98402
 253-591-5075

EQUITY IN CONTRACTING UTILIZATION FORM

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

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from firms approved by the City of Tacoma Equity in Contracting Program as Certified Businesses.
- It is the prime contractor's responsibility to check the certification status of the firms intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ **Complete company names and phone numbers are required to verify your usage of qualifying firms.**

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

By signing and submitting this form the bidder certifies that the EIC firms listed will be used on this project including all applicable change orders.

 Type or Print Name of Responsible Officer / Title

 Signature of Responsible Officer

 Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

It is the prime contractor's responsibility to check the status of EIC contractors prior to bid opening. Call the EIC Office at 253- 591-5075 for additional information.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

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

4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

4.3 Workers' Compensation

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

4.4 Employers' Liability Insurance

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

4.5 Pollution Liability Insurance

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

Such coverage shall provide both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

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

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

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

4.6 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

TACOMA PUBLIC UTILITIES CONTRACTOR'S WORK HAZARD ANALYSIS REPORT

for

(Project Name)

The contractor and his/her subcontractors shall thoroughly review the scope of work described in the proposed project drawings and specifications. Following the review, the contractor will be responsible to indicate below any known or potential safety issues or phases of construction that may require specific safety procedures as identified by WISHA or OSHA regulations, and/or prudent construction practices; i.e., shoring, fall protection, scaffolding, hazardous materials, etc.

Failure to list and comply with safety requirements will be cause for disqualification from future Utilities contracts. A copy of this report shall be posted at the job site at all times.

If, during the course of construction, other safety requirements are identified, they will be added to this report as an addendum. The contractor will be required to adhere to the recommended actions and/or controls identified in the addendum.

SAFETY ISSUES/CONCERNS*	HAZARDS	RECOMMENDED ACTION AND/OR CONTROLS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

*USE A SEPARATE SHEET IF MORE ROOM IS NEEDED

Contractor Name and Title

Date

Job Site Superintendent

Date

Company Officer Signature



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned, _____

as principal, and _____

as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of \$ _____, for the payment whereof Contractor and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

\$ _____, for the payment whereof Contractor and Surety bind themselves,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

No suit or action shall be commenced hereunder by any claimant unless claimant shall have given the written notices to the City, and where required, the Contractor, in accordance with RCW 39.08.030.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of claims which may be properly filed in accordance with RCW 39.08 whether or not suit is commenced under and against this bond.

If any claimant shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment and attorney fees as provided by RCW 39.08.030, shall also pay such costs and attorney fees as may be incurred by the City as a result of such suit. Venue for any action arising out of or in connection with this bond shall be in Pierce County, WA.

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

Resolution No.
Bond No.
Specification No.
Contract No.

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective this _____ day of ,20____, (“Effective Date”) by and between the City of Tacoma, a Municipal Corporation of the State of Washington (“City”), and legal name of Supplier including type of business entity (“Contractor”).

That in consideration of the mutual promises and obligations hereinafter set forth the Parties hereto agree as follows:

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as “Contract Documents”:

 1. Specification No. Enter Spec Number and Enter 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. Enter Spec Number and Enter 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 II and sub-bullets #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

- II. 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
 2. List remaining Contract Documents in applicable controlling order.
- III. The Contract terminates on xxxxx. {May remove if not applicable}
- IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:
\$ _____, plus any applicable taxes.
- V. 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.
- VI. The City’s preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.
- VII. 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.
- VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

- IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.
- X. 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, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:

CONTRACTOR:

By:

By:

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

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

GENERAL RELEASE TO THE CITY OF TACOMA

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

Signed at Tacoma, Washington this _____ day of _____, 20__.

Contractor

By _____
Title _____

NOTE: ORIGINAL RELEASE WILL BE MAILED TO THE CONTRACTOR AT THE END OF THIS PROJECT

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.

PREVAILING WAGE RATES

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 Mason County.

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

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

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

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

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

REQUIRED FILINGS

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

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

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



AFFIDAVIT OF WAGES PAID

Public Works Contract
 \$40.00 Filing Fee Required

Affidavit ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or the form will be returned for correction (see instructions).
- Please allow a **minimum** of 10 working days for processing.
- Once approved, your form will be posted online at <https://fortress.wa.gov/lni/pwiapub/SearchFor.asp>

Your Company Information		
Your Company Name		
Your Address		
City	State	Zip+4
Your Contractor Registration Number	Your UBI Number	
Your Industrial Insurance Account Number		
Your Email Address (required for notification of approval)	Your Phone Number	
Additional Details		
Your Job Start Date (mm/dd/yyyy)	Your Date Work Completed (mm/dd/yyyy)	
Job Site Address/Directions	Intent ID # (Six Digit Number)	
ARRA Funds		
Does this project utilize American Recovery and Reinvestment Act (ARRA) funds? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Prime Contractor Information		
Prime Contractor		
Contractor Registration Number	UBI Number	

Awarding Agency Information		
Project Name	Contract Number	
Awarding Agency		
Awarding Agency Address		
City	State	Zip+4
Awarding Agency Contact Name	Phone Number	
County Where Work Was Performed	City Where Work Was Performed	
Contract Details		
Bid Due Date (Prime Contractor's)	Award Date (Prime Contractor's)	
Indicate Total Dollar Amount of Your Contract (including sales tax).	\$	
Weatherization or Energy Efficient Funds		
Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Hiring Contractor Information		
Hiring Contractor		
Contractor Registration Number	UBI Number	

Employment Information					
Did you use subcontractors?	<input type="checkbox"/> Yes (Addendum B Required)	<input type="checkbox"/> No	Did employees perform work on this project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Was ALL work subcontracted?	<input type="checkbox"/> Yes (Addendum B Required)	<input type="checkbox"/> No	Did you use apprentice employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Number of Owner/Operators who own at least 30% of the company who performed work on the project: None (0) One (1) Two (2) Three (3)

Crafts/Trades/Occupations and Apprentices – For Apprentices enter the name, registration number, trade, dates worked on project, stage of progression, wage and fringe for each apprentice. For additional craft/trades/occupations please use Addendum A.	Number of Workers	Total # of Hours Worked	Rate of Hourly Pay	Rate of Hourly Usual (“Fringe”) Benefits

Signature Block

I hereby certify that I have read and understand the instructions to this form. That the information, including any addendums, are correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.

Name:	Title:	Signature:	Date:
For L&I Use Only			
APPROVED: Department of Labor and Industries	Check Number: <input type="checkbox"/> \$40 or \$		
By _____ Industrial Statistician	Received: _____		

MASTER SPECIFICATION

SPECIFICATION NO.

These Special and Technical Specifications have been prepared under the direction of a licensed Professional Engineer, registered in the State of Washington

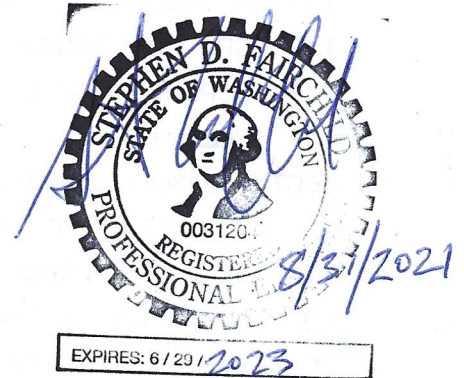


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DIVISION 1 - SPECIAL PROVISIONS

SECTION 01010 - SUMMARY OF WORK

1.1 PROJECT DESCRIPTION

This project includes the construction of a concrete block wall at the North end of the Cushman #1 Dam. The purpose is to stop erosion along an existing service road that connects to the dam and provides access to the emergency spillway.

Tasks associated with the project include: a) tree and shrub removal; b) excavation of soils from the eroding slope area; c) installation of concrete block wall; d) placement of quarry spalls for backfill drainage and base rock for the wall; e) placement of rock at toe of wall to prevent erosion; and f) backfill and grading of excavated soils to re-widen road.

The contractor shall supply all materials required to complete the work required by this contract in excess of those materials to be supplied by Tacoma Power as listed in Section 01040 – Project Coordination.

In all cases, the City's contract is with one (1) general contractor and it is the general contractor's responsibility to ensure all work required to provide a complete and operational facility is included in their bid. When possible, the City has attempted to reference work which should be coordinated with various trades, but it is the contractor's responsibility to coordinate and schedule the work of all subcontractors, trades, and suppliers to assure the proper and timely prosecution and completion of all items of work.

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

A. CONCEPT OF SCHEDULE

It is Tacoma Power's intention that all areas of work are completed within forty five (45) days. The contractor will be issued a Notice to Proceed upon award of the contract and shall complete all work within forty five (45) days after the date of notification. Construction to begin no sooner than November 1, 2021.

1.2 PROJECT LOCATION

This project is located at the Cushman No. 1 Dam, 391 North Standstill Drive South, Hoodsport, WA 98548, and as shown on Tacoma Power Drawing No. BP307. The project is located in Mason County, Washington.

1.3 SITE SHOWING

The bidder will be responsible for examining the site(s) and to have compared the sites with the specifications and contract drawings contained in this specification, and be satisfied as to the facilities and difficulties attending the execution of the proposed contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, special work conditions including work schedules, obstacles and contingencies) before the delivery of their proposal.

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

A site showing will be conducted on Thursday September 23, 2021 at 10:00 a.m., located at the Cushman Project Office 21451 N. Highway 101, Shelton, WA 98584 immediately following the pre-bid meeting. Due to the nature of this project, the bidder is responsible for examining the site prior to placing a bid. **Only one (1) site showing will be conducted. It is the bidder's responsibility to assure that they attend the site showing as scheduled.** If the contractor cannot make the listed showing, they may be able to coordinate a visit to the site on their own. Failure to examine the site may be grounds to reject the bid. Tacoma Power shall make no adjustment to the price or provide any compensation to the contractor for impacts relating to the contractor's failure to consider the potential impacts of not only the site conditions observed, but changes in the observed conditions that could have been foreseen by the contractor.

By entering into the contract, the bidder represents that they have inspected in detail the project site and has become familiar with all the physical and local conditions affecting the project and/or the project site. Any information provided by the City to the contractor, relating to existing conditions on, under, or to the project and/or site including, but not limited to information pertaining to hazardous material abatement and other conditions affecting the project site, represents only the opinion of the City as to the location, character, or quantity of such conditions and is provided only for the convenience of the contractor. The contractor shall draw their own conclusions from such information and make such tests, review and analyses as the contractor deems necessary to understand such conditions and to prepare their proposal.

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

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

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the contractor with the contract documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.

1.4 COMMENCEMENT, PROSECUTION AND COMPLETION

The contractor will be required to complete the contract documents and to provide surety and payment bonds within ten (10) calendar days after the award of the contract. The contractor shall begin the work to be performed in the contract within ten (10) calendar days after the date of notification to commence work. Notification to commence work may either be by letter or, if no letter is issued, by agreement at the preconstruction conference (or if no letter is issued, by the date the contract is executed by the City).

The contractor shall be required to complete all work within **forty five (45) calendar days** after the date of notification to commence work. If the contractor fails to complete all work within **Forty Five (45) calendar days**, the City will assess liquidated damages in accordance with Section 3.14 of the General Provisions.

The contractor shall begin purchasing material required for all work to be performed in the contract within ten (10) calendar days after the date of notification to commence work. All materials necessary to complete the job shall be staged and inspected by the engineer before any work including clearing will be started. Schedule submitted shall include time necessary for obtaining material in a timely manner in order to meet the project deadlines.

1.5 SPECIFICATION FORMAT

This specification is written and formatted for use with Public Works specifications and is numbered to be consistent with other specifications, including Construction Specifications Institute (CSI) format, as modified by the City. It is not intended to indicate what work is to be accomplished by various subcontractors on the project. In all cases, the City's contract is with one (1) general contractor and it is the general contractor's responsibility to insure all work required to provide a complete and operational facility is included in their bid.

When possible, the City has tried to reference work which should be included with various trades, but it is the contractor's responsibility to ensure all work is properly coordinated. The numbering system in the Special Provisions Section reflects standard provisions written by the City and assigned constant numbers. Thus, gaps will appear when specific sections are not used.

1.6 CONTRACT WORK TIMES

Contract work times shall be Monday through Friday, 7:00 a.m. to 5:00 p.m., excluding holidays, described in Section 2.13 of the General Provisions or as otherwise approved by the City.

If the contractor elects to work on a Saturday, Sunday, holiday or longer than the designated contract work times, such work shall be considered overtime work. On all such overtime work, a City engineer or their inspector must be present. The contractor shall reimburse the City for the full amount of the costs for City employees who must work any such overtime hours. It shall be the engineer's decision as to when an inspector is required. For the purpose of estimation of reimbursement of City employee's overtime, the bidder shall budget \$50.00 per hour.

However, if the City orders work to be performed on overtime, all City employees' overtime costs will be at no expense to the contractor. The City will not require reimbursement for overtime hours worked by the City for inspection as detailed in the General Provisions if the conditions of this paragraph are met to the satisfaction of the engineer.

It is possible that other contractors or the City will be working in the project area during the time of construction. It shall be the responsibility of this contractor to coordinate its work with all other agencies and/or contractors within the project area.

1.7 QUALIFICATION OF CONTRACTORS

A. QUALIFIED CONTRACTORS

Only contractors with management, employees, and staff experienced in the type of work required by this specification, and with a record of successful completion of projects of similar scope, complexity, and overall cost will be considered. The bidder must complete the Contractor's Record of Prior Contracts form attached to this specification at the time of submitting their bid. The City will be the sole judge of the bidder's ability to meet the requirements of this paragraph. Bidders past work will be judged in complexity of job, time of completion, organization, and other factors that may indicate the abilities of the contractor.

Submit to the engineer within ten (10) calendar days following execution of the contact documents, a list of all subcontractors, including each subcontractor's address, telephone number, and contact person to be used on this project.

After completion of the project, an evaluation prepared on the form titled "Generation Contractor Performance Review" which is attached will be completed for the general and all subcontractors on this project. This form will be used to determine the adequacy of the work performed on this project including supervisor, quality of work, and adequate manpower and equipment, and the ability for the general or subcontractor to perform work for Tacoma Power in the future.

Any exception taken by any contractor to the comments on the form should be directed to the engineer within thirty (30) days of receipt. Failure to adequately respond to a poor evaluation within this time frame will be cause for rejection of future bids. The completed evaluation form will be shared with the contractor and subcontractors, but will be kept confidential by the City.

B. QUALIFIED SUPERINTENDENT

The contractor shall employ a competent superintendent as referenced in Section 01040 – Project Coordination, Paragraph 1.13 – Superintendent.

1.8 SPECIFICATIONS AND DRAWINGS

The following drawings, attached to these specifications, are made a part of the contract:

Drawings for Construction

<u>Drawing No.</u>	<u>Title</u>
BP307	Cover Sheet & Vicinity Map
BP308	Plan & Layout
BP309	Cross Sections
BP310	Fish Habitat & Mitigation

The contractor shall keep on the job site a full-size copy of the drawings and the specifications, and shall, at all times, give the engineer access thereto.

1.9 EVALUATION OF BIDS

The award of this contract will not be based on cost alone as other factors and features are equally important. The contract will be awarded to the lowest responsive and responsible bidder complying with the specifications; provided such bid is reasonable and it is in the best interests of the City to accept.

The City, however, reserves the right to reject any and all bids and to waive any informalities in bids received. The City reserves the right to let the contract to the lowest responsive and responsible bidder whose bid will be most advantageous to the City, price and any other factors considered.

All other elements or factors, whether or not specifically provided for in this contract, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of the contract. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. The conclusive award decision will be based on the best interests of the City. The engineer's decision as to which contractor best meets the City's need will be final.

In addition to General Provisions Section 1.08, the following factors may be used in bid evaluation:

- A. Experience and success of both company and superintendent completing at least three (3) projects of similar scope, complexity and overall cost.
- B. A minimum of five (5) documented years experience in project supervision by superintendent. Bidders shall submit a resume of named superintendent with their bids. See Section 01300 - Submittals and Shop Drawings.
- C. Proposal prices, base bid, and cost of any or all alternates listed.
- D. Review of all required submittals.
- E. Past record with the City (including satisfying safety requirements).
- F. Bidder's responsibility based on, but not limited to:
 - 1. Ability, capacity, organization, technical qualifications and skill to perform the contract or produce the services required.
 - 2. Contractor's construction record including references, judgment, stability, adequacy of equipment proposed to be furnished.
 - 3. Whether the contract can be performed within the time specified.
 - 4. Quality of performance of previous contracts or services

1.10 LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

Participation in LEAP is not required for this project. However, contractors are encouraged to volunteer in the LEAP Program. Following are the LEAP Program goals:

LEAP is a City of Tacoma economic development program adopted to provide employment opportunities for City of Tacoma residents on qualifying City funded projects. It requires the prime contractor or service provider performing a qualifying public works project or service contract to ensure that 15-percent of the total labor hours worked on the project are performed by apprentices approved by the Washington State Apprenticeship Council (SAC) and/or residents of Tacoma. Compliance may be met through any combination of utilizing residents of Tacoma or SAC apprentices on the project. Residents entering apprenticeships or other related training programs may be screened to work on City public works projects or service contracts.

Contractors/vendors may obtain further information by contacting the City's LEAP Contract and Program Auditor, Clifford Armstrong, at 253-591-5826 or e-mail Clifford Armstrong at carmstrong@cityoftacoma.org. The LEAP coordinator can assist contractors in the recruitment of qualified employees from the Private Industry Council and other pre-employment and training organizations available in the area. The LEAP Office is located in the City's Community & Economic Development Department, Tacoma Municipal Building, 747 Market Street, Room 808, Tacoma, Washington 98402.

1.11 PREVAILING WAGES

In addition to the requirements of Section 3.09(B) of the General Provisions, the contractor shall be required to post on the job site a copy of the intent form to pay prevailing wages.

As identified in the General Provisions, the contractor shall comply with the law regarding prevailing wages. These rules apply to any contractor who does business with the City, including owner/operators.

A Statement of Intent to Pay Prevailing Wages **MUST** be filed with the Washington Department of Labor & Industries upon award of contract. An Affidavit of Wages Paid **MUST** be filed with the Washington Department of Labor & Industries upon job completion.

Payments cannot be released by the City until certification of these filings are received by the engineer. Additional information regarding these submittals can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, or by visiting their web site at:

<http://www.lni.wa.gov/tradeslicensing/prevailingwage/default.asp>

1.12 PERFORMANCE (SURETY), PAYMENT AND RETAINAGE BONDS

A. PERFORMANCE (SURETY) AND PAYMENT BONDS

The Contractor shall provide both a Surety and Payment Bond for 100-percent of the total contract award within ten (10) calendar days after award of the contract in accordance with the General Provisions. These bonds shall be required for each contact awarded under this specification.

B. RETAINAGE BOND

A 5-percent retainage bond may be provided in lieu of the City withholding five-percent retainage. If a retainage bond is not obtained, the City will withhold 5-percent retainage until the end of the contract. If a retainage bond is provided, the City form must be used.

Contractor shall provide notice of intent to provide retainage bond ten (10) days prior to first invoice. The City may elect to allow submission of retainage bond after the first payment at its discretion.

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

1.1 ADMINISTRATION

A one-time payment will be made for work that is required to be done in forty-five (45) calendar days or less. A one-time payment will be made when the project is accepted as 100-percent complete except as provided for in Section - Surety Bond/Retainage. No partial payment will be made for materials or a portion of the work completed.

A. AUTHORITY

The City inspector or engineer in coordination with the contractor shall make all measurements and determine all quantities and amounts of work done for payment under the contract.

Modify Section 2.14 of the General Provisions as follows.

Invoices shall be mailed to the attention of:

Tacoma Power
Generation/Plant Engineering
Attn: Business Systems
3628 South 35th Street
Tacoma, Washington 98409

NOTE: All questions regarding contract status or payments should be directed to the project engineer.

B. UNIT QUANTITIES SPECIFIED

Quantities indicated in the proposal are for bidding and contract purposes only. Quantities and measurements supplied or placed in the work and verified by the engineer and contractor determine payment.

Adjustments to contract prices due to changes in quantity shall be in accordance with the latest edition of the Standard Specifications, unless otherwise modified by this specification.

The City reserves the right to delete any bid item from the contract by notifying the contractor in writing of its intent. In the event of deleted work, the contractor's sole compensation shall be the money due the contractor for materials that had been purchased and obtained by the contractor prior to the deletion of the work.

C. CONTRACT PRICE

The lump sum and unit bid prices shall be full and complete compensation for the contract work stated, together with all appurtenances incidental thereto, including materials, equipment, tools, labor, and all the costs to the contractor for completing the contract in accordance with the plans, specifications, and instructions of the engineer.

All work not specifically described or mentioned in these specifications, but are required to be constructed to achieve complete and operable systems, structures or amenities shall be considered incidental items of work, not separately compensable, and its price included in items of work specified in the specifications.

D. NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS

Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable
2. Products determined as unacceptable before or after placement

3. Products not completely unloaded from the transporting vehicle
4. Products placed beyond the lines and levels of the required work
5. Products remaining on hand after completion of the work
6. Loading, hauling and disposing of rejected products

E. WORK INCIDENTAL TO BID ITEMS

Work incidental to the bid items are described within each applicable proposal item listed in paragraph 1.2 – Proposal Items.

1.2 PROPOSAL ITEMS

1. MOBILIZATION/DEMobilIZATION, PER LUMP SUM

A. MEASUREMENT

Mobilization/Demobilization shall be measured per the lump sum (LS), not to exceed 10-percent of the base bid price.

B. PAYMENT

The lump sum (LS) contract price for Mobilization/Demobilization shall be full compensation for all labor, equipment, and materials to mobilize to the job site, preparation of work areas, demobilization, including clean up and site restoration. Mobilization/demobilization will only be paid once regardless of the number of mobilizations.

70-percent of the bid amount will be paid upon completion of the initial mobilization and job site preparation. The remaining 30-percent will be paid upon completion of all site restoration and clean up.

2. BRUSH AND TREE CLEARING

A. MEASUREMENT

The work under this bid item will include all labor, materials and equipment to complete Brush and Tree Clearing in accordance with the attached plans and specifications to facilitate installation of the concrete segmental retaining wall.

B. PAYMENT

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

3. EXCAVATION

A. MEASUREMENT

The work under this bid item will include all labor, materials and equipment to perform Excavation in accordance with the attached plans and specifications. Contractor shall remove materials as necessary to facilitate construction of the concrete segmental retaining wall system. Contractor shall install appropriate BMPs for material storage until soils are placed and graded for backfill.

B. PAYMENT

Measurement will be per cubic yard (CY) of soils excavated and stored onsite.

4. CONCRETE SEGMENTAL BLOCK RETAINING WALL SYSTEM

A. MEASUREMENT

The work under this bid item will include all labor, materials and equipment to construct the Concrete Segmental Block Retaining Wall System in accordance with the attached plans and specifications.

B. PAYMENT

Measurement will be per lump sum (LS) and payment will be made for the lump sum bid price in accordance with the attached plans and specifications.

5. QUARRY SPALL AND 1-2 MAN TOE ROCK

A. MEASUREMENT

The work under this bid item will include all labor, materials and equipment to construct the Toe Rock Erosion Control in accordance with the attached plans and specifications.

B. PAYMENT

Measurement will be per ton (TON) and payment will be made for the ton bid price in place in accordance with the attached plans and specifications.

6. GRAVEL BACKFILL FOR WALLS

A. MEASUREMENT

The work under this bid item will include all labor, materials and equipment to construct the Quarry Spall Backfill in accordance with the attached plans and specifications.

B. PAYMENT

Measurement will be per ton (TON) and payment will be made for the ton bid price compacted in place in accordance with the attached plans and specifications.

7. PLACE AND GRADE EXCAVATED SOILS

A. MEASUREMENT

The work under this bid item will include all labor, materials and equipment to construct the Place and Grade Excavated Soils in accordance with the attached plans and specifications. After installation of Concrete Segmental Retaining Wall System and Quarry Spall Backfill contractor shall use all excavated soils to grade and re-widen road per the attached plans and specifications.

B. PAYMENT

Measurement will be per lump sum (LS) and payment will be made for the lump sum bid price in accordance with the plans and specifications.

8. FORCE ACCOUNT, PER LUMP SUM

A. MEASUREMENT

Measurement will be made for Force Account in accordance with Section 1-09.6 of the latest edition of the Standard Specifications for Road, Bridge and Municipal Construction of the Washington State Department of Transportation as modified by Force Account Work in the Special Provisions or on negotiated lump sum or unit price change orders added to the contract.

B. PAYMENT

Payment shall be made for change order items added to the contract which shall be treated as a deduct to the force account remaining available.

“Force Account,” as listed in the proposal

1.3 FORCE ACCOUNT WORK

This section supersedes Section 3.10, Paragraph C of the General Provisions.

In certain circumstances, the contractor may be required to perform additional work. Where the work to be performed is determined to be extra and not attributed to the contractor’s negligence, carelessness, or failure to install permanent controls, it shall be paid in accordance with the unit contract price or by force account.

Such additional work not covered by contract items will be paid for on a force account basis in accordance with Section 1-09.6 of the Standard Specifications or as a negotiated change order with lump sum or unit price items. For the purpose of providing a common proposal for all bidders and for that purpose only, the City has estimated the potential cost of force account work, and has entered the amount in the bid proposal to become a part of the total bid by the contractor. However, there is no guarantee that there will be any force account work.

1.4 NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS OR WORK

Payment will not be made for work rejected by the City. Products or work not meeting contract requirements shall be replaced by the contractor at no expense to the City, regardless of the impact to work, schedule or cost.

END OF SECTION

SECTION 01040 - PROJECT COORDINATION

1.1 PROJECT ENGINEER/LEAD

The project engineer shall be herein referenced as engineer in these specifications.

Construction management for this project with whom the contractor shall coordinate all their activities will be Mr. Kevin Smith at 1-253-355-6762 once the notice to commence work is issued. Any changes to these specifications or plans shall be approved by this engineer prior to commencing any work.

Bidder inquiries may be directed Carly Fowler, Purchasing, at cfowler@cityoftacoma.org.

1.2 MEETINGS

A. PRE-BID MEETING

All bidders are invited to attend a pre-bid meeting on Thursday, September 23, 2021, at 10:00 a.m., at the Cushman #2 Powerhouse Project Office on Highway 101. Email Carly Fowler at cfowler@cityoftacoma.org to confirm attendance.

Please call the SBE (Small Business Enterprise) Office at 253-591-5224, and/or the LEAP (Local Employment and Apprenticeship Program) Office, at 253-591-5826, for instructions in filling out the SBE/LEAP forms or for questions concerning these requirements.

B. PRE-CONSTRUCTION MEETING

Following award of the contract, the engineer will notify the selected bidder of the time and date of the pre-construction meeting to be held at the project location or the Third Floor Engineering Conference Room, Tacoma Public Utilities Administration Building, 3628 South 35th Street, Tacoma, Washington.

Minutes of the pre-construction meeting will be sent to the contractor and all meeting attendees. Recipients of the pre-construction meeting minutes will be required to direct any comments or changes to these minutes to the engineer within seven (7) days from the date of receipt. If no changes or comments are received within the seven (7) days, the meeting minutes will be kept by the engineer and become part of the project file.

C. SITE MEETINGS

The engineer will schedule weekly meetings at the project site prior to each major phase or section of work; prior to installing major pieces of equipment as identified by the engineer; and on an as-needed basis. Attendance is required of the contractor, site superintendent and major subcontractors at all such meetings. The engineer will notify the contractor of all required site meetings during the pre-construction meeting. Agenda will follow the same format as the pre-construction conference for applicable items.

Minutes of the weekly site meeting will be sent to the contractor and all meeting attendees. Recipients of the pre-construction meeting minutes will be required to direct any comments or changes to these minutes to the engineer within seven (7) days from the date of receipt. If no changes or comments are received within the seven (7) days, the meeting minutes will be kept by the engineer and become part of the project file.

1.3 PERMITS

The City has made application to the applicable authorities for the following permits:

- A. Washington Department of Fish and Wildlife – Hydraulic Project Approval
- B. Mason County – Shoreline Substantial Development
- C. US Army Corps of Engineers – Nationwide Permit 13

The City is unaware of any additional necessary permits at this time however The contractor shall apply for, obtain and pay for all other required permits as set forth in Section 3.02 of the General Provisions.

1.4 FIELD ENGINEERING

A. SURVEY REFERENCE POINTS

The contractor shall protect survey control points prior to starting site work and preserve permanent reference points during construction.

Promptly report to the engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

Survey control damaged by the contractor shall be replaced by City forces and paid for by the contractor.

B. ESTABLISHED BY ENGINEER

The engineer shall establish the lines and grades for location of the work items listed in the proposal, together with a suitable number of benchmarks adjacent to the work. Contractor's work shall conform to the horizontal and vertical controls unless deviations are obtained from the engineer.

The contractor shall keep the engineer informed in advance of the times they intend to do work, in order that lines and grades may be furnished. All requests for the survey crew to be at the job site shall require at least four (4) days advance notice to the engineer.

The engineer may adjust or relocate any portion of the project to meet site requirements or to improve the project without additional compensation to the contractor, provided such adjustments do not represent appreciable costs for additional labor and materials as determined by the engineer.

C. TO BE ESTABLISHED AND MAINTAINED BY CONTRACTOR

Based upon the information provided by the engineer, all other lines, grades, and detail surveys necessary for the execution and completion of the work, including slope stakes, batter boards, and other working points, lines and elevations, shall be established and maintained by the contractor.

After lines and grades for any part of the work have been given by the engineer, the contractor shall be held responsible for the proper execution of the work to such lines and grades, and all bench marks, reference points and stakes given shall be carefully preserved by the contractor until authorized by the engineer to remove them. The contractor shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

The contractor shall be financially responsible for additional stakeout performed by the engineer as required to replace survey reference points destroyed during construction.

The engineer reserves the right to check all work, have free access to all work, and shall have the full cooperation of the contractor in so doing.

1.5 COORDINATION WITH OTHERS

A. OPERATION OF EXISTING FACILITIES

The facilities or portions of facilities within the project limits must be kept in continuous operation throughout the construction period. No interruption will be permitted which adversely affects the degree of service provided. Provided permission is obtained by the City in advance, portions of the existing facilities may be taken out of service for short periods.

It is possible that other contractors or the City will be working in the project area during the time of construction. It shall be the responsibility of this contractor to coordinate its work with all other agencies and/or contractors within the project area.

The contractor shall also be responsible to minimize disruptions to building occupants during working hours 7:00 a.m. to 5:00 p.m., Monday through Friday.

The contractor shall be responsible for coordinating and scheduling the work to be performed by the City so that it coincides with the contractor's work.

All construction activities shall be coordinated daily with the engineer or their designated representative. Changes to the schedule that will impact on dates shown as milestones on the schedule shall be coordinated with the engineer on a daily basis.

The City will be using this facility for ongoing daily operations.

The contractor shall become familiar with the ongoing operations and include all coordination required as part of the bid. The contractor shall follow all requirements of the City and do all coordination as part of the required work.

B. SCHEDULE AND COORDINATION OF WORK

The contractor shall coordinate scheduling, submittals, and all work specified herein to assure efficient and orderly sequence of the installation of interdependent construction elements with provisions for accommodating items installed later.

1.6 DIVISION OF WORK

A. MATERIAL FURNISHED AND INSTALLED BY CONTRACTOR

The contractor shall furnish and pay for all necessary materials (except City-furnished) and shall provide all labor, tools, equipment and superintendent, and perform all work incidental to the completion of the project as contemplated by this contract in accordance with the plans, specifications, and instructions of the engineer.

Each subcontractor shall furnish and install all materials and equipment unless otherwise specified.

B. CITY-FURNISHED MATERIAL INSTALLED BY CONTRACTOR

All material received by the contractor shall become their responsibility and the contractor shall be liable for any materials lost or damaged after receipt.

The City does not anticipate furnishing any materials for this project.

1.7 ARCHAEOLOGICAL INVESTIGATION

Preliminary review indicates there are no cultural resources present. However, if cultural resources are discovered as part of this project, archaeological evaluation will be required.

Due to determination of findings, the contractor may be required to change their method of operation to a method that has less impact on the site and is approved by the archaeologist.

In the event that the construction or excavation activities uncover any archaeological items of significance to the City's retained archaeologist, said person may require that certain work be delayed or temporarily stopped. If the delay or work stoppage exceeds ten (10) days, this will be grounds for the contractor to request additional time to complete the contract. If the delay or work stoppage exceeds thirty (30) calendar days, the City may terminate the contract and reasonably compensate the contractor for work completed plus a cost as agreed by the City to demobilization of the job site.

As an alternative to closing down and terminating the contract, the City may choose to negotiate a mutually acceptable suspension of the work which includes compensation for reasonable costs caused by the temporary stoppage. No claim for additional compensation will be considered unless the delay or stoppage for the certain work exceeds thirty (30) days and the stoppage has caused actual monetary damages to the contractor.

1.8 CONTRACT CHANGES

The City has developed four (4) forms to facilitate and track communications with the contractor. These are the **Request for Information (RFI)**, **Engineering Change Directive (ECD)**, **Proposal Request (PR)**, and **Change Order Proposal (COP)**. These forms are included at the end of the Special Provisions.

The **Request for Information (RFI)** shall be used by the contractor whenever written direction on conflicts in plans, insufficient or unconstructable detail is shown, or any other issue which should be documented arises. The City may also use the form to inquire on contractor's methods, schedule or other issues not warranting more formal letter correspondence. The contractor shall maintain the numbering system and, as such, any issued by the City will be unnumbered until delivered to the contractor.

The **Engineering Change Directive (ECD)** shall be used by the City to transmit new or revised drawings, issue additions or modifications to the contract or furnish any other direction which should be documented. Directives are effective immediately. Should the contractor believe that such Directive should result in either a change in cost or time for the project, they shall notify the engineer prior to commencing such work and, if possible, submit a **Change Order Proposal** prior to the start of such work, but in no case, more than seven (7) days from receipt of said Directive.

In the event the City does not receive a **Change Order Proposal** from the contractor within seven (7) calendar days of the contractor's receipt of a Directive from the City, the contractor shall have no claim for extra cost or time or impacts attributable to the work required by the Directive. (Directives are numbered by the City.) Once the City and the contractor have established a price for the changes required by the Directive or any other request by the City for a change in the work, and a **Change Order Proposal** issues reflecting the agreed upon price, it is agreed and understood that the price reflected by the **Change Order Proposal** shall include all direct costs, indirect costs, and the contractor's estimate of impacts to its work, including but not limited to delay impacts, and shall represent a full and final settlement of all issues pertaining to the work required by the Directive, and work performed by the contractor up to the date of the **Change Order Proposal**.

The **Proposal Request (PR)** shall be used by the City to request pricing on a possible change in plans or additional work. The PR may also be used to request credits for deletion or changes in scope of work. The contractor shall respond to such requests with a **Change Order Proposal** within seven (7) days from receipt of said Request unless more time has been agreed to. Requests are numbered by the City.

The **Change Order Proposal (COP)** shall be used by the contractor to respond to City issued Proposal Requests, Engineering Change Directives or when the contractor believes that changed conditions or omitted, but necessary, work items exist. The COP may be used for requested changes in cost or time of the contract. COPs shall be numbered by the contractor, and, in the case of revision or resubmission of the same basic COP, the number shall be hyphenated with the letter "B", "C", etc.

1.9 DIFFERING SITE CONDITION

Differing site conditions shall be administered in accordance with Sections 1.04.5, 1.04.7, and 1.09.11 of the Standard Specifications except as stipulated in these Special and General Provisions. Contractor shall have no claim for additional costs or work, if it fails to submit a written RFI to the City immediately upon encountering any differing site condition, conflicts in the plans, specifications, or constructability issues.

The contractor shall promptly, and before conditions are disturbed, notify the engineer or their field representative of problems with subsurface conditions at the site, problems or conflicts in the plans or specifications or problems on constructability. A written **Request for Information (RFI)** shall be submitted by the contractor when such problems and direction are required.

The engineer shall promptly investigate the conditions, and if agreed upon with the contractor, adjustment shall be made on the appropriate details in writing to facilitate construction. The response may be on the **RFI** or may necessitate an **Engineering Change Directive (ECD)** or **Proposal Request (PR)**. No claim by the contractor under this differing site condition shall be allowed except as agreed upon in writing with the engineer.

Whenever possible, should the City desire extra work to be performed a **Proposal Request (PR)** shall be sent to the contractor.

Whenever possible, the contractor shall submit in advance and in writing, a **Change Order Proposal (COP)** for changes in the scope of work and/or contract amount. This proposal shall be either accepted or rejected in writing by the project engineer prior to work commencing. When no agreement can be reached, the City may order extra work on force account.

When time is short, the contractor shall notify the City extra work is required or the City shall notify the contractor that extra work is needed and at a minimum, the engineer shall issue a handwritten **Engineering Change Directive**. In such cases, said handwritten **Directive** will not be considered as agreement that such work is extra. Within seven (7) days, the contractor shall submit a written **Change Order Proposal** for changes in the scope of work and/or contract amount.

1.10 CONSTRUCTION PROGRESS SCHEDULES

A. FORMAT

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

B. CONTENT

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

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

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

C. SEQUENCE SCHEDULING

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

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

D. SUBMITTALS

The contractor shall submit initial schedules at the preconstruction meeting or at a minimum of within five (5) working days after the contract award. After review, if changes are required by the engineer, resubmit required revised data within five (5) working days.

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

Within ten (10) days of the date of the contract, the contractor and the engineer will reach an agreement on any and all adjustments and all modifications to the submitted schedule which are warranted. The schedule, thus modified, will become part of the contract.

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

1.11 PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS

In addition to Section 3.03 "Notification of Other Governmental Agencies and Utilities When Underground Work is Involved" and Section 3.07 "Protection of Workers and Property" of the General Provisions:

The contractor shall protect from damage the utilities and all other existing improvements not provided for in the proposal or special provisions. The cost of labor, equipment and materials required to protect or replace said items shall be incorporated into the bid for this project.

The City has attempted to locate and show on the contract drawings the locations of the existing underground utilities which may conflict with portions of this work, but cannot guarantee the accuracy or the completeness of the data shown.

1.12 CITY OCCUPANCY

The City reserves the right to use or to occupy any substantially completed part of the project, and to use equipment installed under the contract prior to the date of final acceptance. Such use of occupancy shall not constitute acceptance of the work, or any part thereof.

1.13 SUPERINTENDENT

The contractor shall employ a competent superintendent (foreman) who shall be present at the project site at all times during the entire progress of the work, except those times when the contractor is demobilized. The superintendent shall be on site even when only a subcontractor is working, unless otherwise approved by the engineer. The foreman shall be satisfactory to the contractor, and shall have full authority to act on their behalf.

It will be the foreman's responsibility to have a set of plans and specifications on the project site during the progress of the work. The foreman shall mark or record on the plans all changes made during construction. Such redline "AS-BUILT" plans shall be available to the engineer at all times and shall be delivered to the engineer upon completion of the work.

The superintendent initially assigned to the project by the general contractor shall remain superintendent for the duration of the contract. If the superintendent is replaced, all work shall stop until an additional preconstruction meeting with the City is held. This work stoppage will be at the contractor's expense. The completion date shall remain unchanged, regardless of any work stoppage.

NOTE: The final retained portion of this contract shall not be released for any reasons until complete redline "AS-BUILT" plans are received and approved by the engineer. Redline "AS-BUILT" plans shall have all necessary information including make/model numbers, dimensions, and layout information necessary to properly draft changes in AutoCAD.

1.14 CLEAN UP

In addition to Section 3.11 - Cleaning Up of the General Provisions

A. DAILY

The contractor and the City inspector will walk the site daily and as required to determine the clean up and restoration required.

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

Surplus excavation, tools, temporary structures, dirt and rubbish shall be removed and disposed of by the contractor, and the construction site shall be left clean to the satisfaction of the engineer.

Clean up is considered incidental to the project and no payment will be allowed.

Collect waste daily and when containers are full, legally dispose of waste off site.

Clean-up of any area impacted by the construction shall be done weekly or as directed/instructed by the engineer.

END OF SECTION



CHANGE ORDER PROPOSAL (COP)

(This form shall be used by the contractor to respond to City issued Proposal Requests, Engineering Change Directives or when the contractor believes that changed conditions or omitted, but necessary, work items exist. The COP may be used for requested changes in cost or time of the contract.)

COP No.: (Contractor Assigns)

REF. Doc.: (Initiating a RFI, ECD or PR)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA 98409

Title: _____

Architectural Civil Structural Mechanical Electrical Other

Scope of Change:

Initiated By: _____ Representing: _____
(Name) (Company)

Cost/Credit: _____ Time Extension Request: _____

Attachment Type: _____
(Supporting Documentation)

This change order proposal shall include ALL labor, material, equipment, subcontractor costs, mark-ups including overhead, profit, any other direct and/or indirect costs, and any requests for additional time associated with the change in the scope of work.

City's Response:

Action: Approved Unapproved Revise and Resubmit (Select only one)

*Prior to any extra work the contractor shall submit a written **Change Order Proposal** (COP). See Section 01040, Contract Changes, of the specification for this Contract.*

Response By: _____ Attachment Type: _____
(Name) (Supporting Documentation)

Representing: _____ Response Date: _____
(Company) (Date)

Cc:



ENGINEERING CHANGE DIRECTIVE (ECD)

(This form shall be used by the City to transmit new or revised drawings, issue additions or modifications to the contract or furnish any other direction which should be documented.)

ECD No.: (City Assigns)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA 98409

Title: _____

Architectural Civil Structural Mechanical Electrical Other

You are hereby directed to make the following modification(s) in the Scope of Work in this Contract:

This document becomes effective upon receipt by the Contractor, with signature of an approved City representative. The Contractor shall then commence with modifications(s) listed above.

Attachment Type: _____
(Supporting Documentation)

Initiated By: _____
(Name)

Representing: _____
(Company)

Contractor's Response:

This ECD: Will Not May Will (select one box only) result in a claim by the Contractor.

*Prior to any extra work the contractor shall submit a written **Change Order Proposal (COP)**. See Section 01040, Contract Changes, of the specification for this Contract.*

Attachment Type: _____
(Supporting Documentation)

Response By: _____
(Name)

Response Date: _____
(Date)

Representing: _____
(Company)

Cc:



REQUEST FOR INFORMATION (RFI)

(This form shall be used by the contractor whenever written direction on conflicts in plans, insufficient or unconstructable detail is shown, or any other issue which should be documented arises; or by the City when additional clarification is required.)

RFI No.: (Contractor Assigns)

Date: _____
 Project Title: _____
 Specification No.: _____ Contract No.: _____

Contractor: _____ **Owner:**
 Tacoma Power/Generation
 3628 South 35th Street
 Tacoma, WA 98409

Subject: _____

Architectural Civil Structural Mechanical Electrical Other

Requested Information:

Attachment Type: _____ Initiated By: _____
(Supporting Documentation) *(Name)*

Response Required: _____ Representing: _____
(Date) *(Company)*

Response:

Attachment Type: _____ Response By: _____
(Supporting Documentation) *(Name)*

Representing: _____
(Company)

*Prior to any extra work the contractor shall submit a written **Change Order Proposal (COP)**. See Section 01040, Contract Changes, of the specification for this Contract.*

Response Date: _____
(Date)

City Approval:

The owner (Tacoma Power) reviewed the foregoing request and finds the response to be in order.

Project Engineer: _____ Response Date: _____
(Name) *(Date)*

Cc:



PROPOSAL REQUEST (PR)

(This form shall be used by the City to request pricing on a possible change in plans or additional work. The PR may also be used to request credits for deletion or changes in scope of work.)

PR No.: (City Assigns)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA 98409

Subject: _____

Architectural Civil Structural Mechanical Electrical Other

Scope of Request:

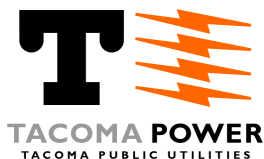
Attachment Type: _____
(Supporting Documentation)

This is not a change order or a notice to proceed with the described work. Prior to any extra work the contractor shall submit a written **Change Order Proposal (COP)**. See Section 01040, Contract Changes, of the specification for this Contract.

Initiated By: _____
(Name)

Representing: _____
(Company)

Cc:



CONTRACTOR SUBMITTAL TRANSMITTAL

Submittal No.: (Contractor Assigns)

Date: _____
 Project Title: _____
 Specification No.: _____ Contract No.: _____

Contractor:

Owner:

Tacoma Power/Generation
 3628 South 35th Street
 Tacoma, WA 98409

Subject: _____

- Architectural
 Civil
 Structural
 Mechanical
 Electrical
 Other

Sending the Following Item(s):

- Submittals
 Product/Data
 Samples
 Plans
 Shop Drawings
 Copies
 Specifications
 Contract
 Other: _____

Copies	Section	Description of Product/Data	Manufacturer

Transmitted as:

- For Approval
 For Your Use
 Per Your Request
 For Review and Comment
 Other: _____

Remarks:

For Use by Architect/Engineer:

- No Exception Taken
 Make Corrections Noted
 Revise and Resubmit
 Rejected (See Response)

Corrections or comments made on the shop drawings during this review do not relieve Contractor from compliance with the requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other contractors and agencies performing his work in a safe and satisfactory manner.

Response Date: _____ Response By: _____
 (Date) (Name)

SECTION 01300 - SUBMITTALS AND SHOP DRAWINGS

1.1 SUBMITTALS REQUIRED/REQUESTED WITH BID

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

1. Experience and success of both company and superintendent completing at least three (3) projects of similar scope, complexity, and overall cost. A detailed list of comparable projects with current list of contacts shall be submitted with the bids.

1.2 DOCUMENTS REQUIRED AT PRECONSTRUCTION CONFERENCE

- A. Work Hazard Analysis Report as required in Paragraph 3.06(B) of the General Provisions.
- B. Construction Schedule as required in Section 01040 – Project Coordination.
- C. List of Subcontractors, including each subcontractor’s address, telephone number, and contact person to be used on this project.
- D. Name of Job Superintendent.
- E. List of Number and Names of Workers, Equipment List, and Working Site Layout or Requirements.
- F. List of Products.
- G. List of Principal Suppliers and Fabricators.

1.3 SUBMITTALS AND SHOP DRAWINGS DURING CONSTRUCTION

Submittals and shop drawings submitted to the City as specified herein are intended to show compliance with the contract documents. Signatures, corrections or comments made on submittals do not relieve the contractor from compliance with requirements of the drawings and specifications. Neither does acceptance or approval of submittals by signature add to or delete from any contract requirements resulting from these specifications regardless of the wording of the submittals. Submittals will not be reviewed or approved when the term “By Others” is used. Submittals are reviewed or approved for general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating their work with that of other contractors and agencies, and performing their work in a safe and satisfactory manner. Piece-mealing of submittals will not be accepted.

A. SUBMITTALS PROCEDURES

1. Submittal Requirements: Submit as specified under individual sections. Submittals not requested will not be recognized or processed.
2. Transmittal Form: Accompany each submittal with transmittal letter, in triplicate. Transmittal form will be supplied by the engineer.
3. Submittal Numbering: Sequentially number transmittal forms in order submitted. Add alphabetic suffix to original submittal number of re-submittals.
4. Submittal Identification: Include project, contractor, subcontractor or supplier, pertinent drawing and detail number, specification section number, manufacturer, fabrication, product, material, and, as appropriate

5. Contractor's Certification: Apply contractor's stamp, signed or initialed, certifying that review, verification or products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the contract documents.
6. Contractor shall review submittals for adequate installation interface for all work prior to submitting them to the City.
7. Schedule of Submittals: Deliver to engineer, promptly, to meet critical path, and lead times as required to expedite the project.
8. Turn-Around Time: Allow from time of receipt ten (10) working days for each submittal and each re-submittal to be reviewed by the engineer.
9. Critical Issues: Prior to submittal, communicate with engineer reason for critical issue. Upon approval, allow ten (10) working days turn-around time from time of receipt by engineer.
10. Coordination and Consolidation of Submittals: Submit related items, sections or trades under one (1) submittal package for each unit of work or system where possible.
11. Deviations on Submittals: Identify deviations, including products and systems, not conforming with contract documents.
12. Product and System Limitations: Indicate conditions which may be detrimental to successful performance or completion of work.
13. Job Site Office Records: Maintain one (1) copy of every submittal, regardless of status, along with a current submittal log. Ensure that the most current, architect, and engineer stamped shop drawings and product data are distributed and subsequently used in connection with the work.
14. Re-Submittal Requirements: Revise initial submittal as directed and re-submit. Following procedures specified for the initial submittal. Make any corrections or changes in the submittals required by the engineer. Revise and make any further re-submittals until no exceptions are taken. Identify changes on re-submittal made since previous submittal.
15. Other Pertinent Submittals: Provide templates, inserts, and as applicable in timely fashion to other trades.

B. SCHEDULE OF SUBMITTALS

1. Within five (5) days of notice to proceed, prepare schedule of submittals for shop drawings, product data, samples, and as specified for each section. Update as requested by engineer.
2. List submittals sequentially by project manual table of contents section numbers and titles.
3. Show submittal preparation time, field measurements and verification time, date submitted to engineer, date due back from engineer, item order dates, and delivery dates.
4. Identify individual delivery, long lead times, and critical ordering deadlines. Include ordering dates for each item including individual parts of major submittals.
5. Indicate specified time allocated for review, turn around and distribution.
6. Identify decision dates for selection of colors and finishes not scheduled or otherwise approved.

7. Within ten (10) days after notice to proceed, and in accordance with the conditions of the contract, submit list of major products proposed for use with name of manufacturer, tradesman, and model number of each product.
8. For products specified only by reference standards, give manufacturer, tradesman, model or catalog designation and reference standards.

C. PRODUCT DATA

1. Number of Copies: Submit two (2) copies to be retained by the engineer.
2. Submittal Procedures: Submit for engineer review in accordance with submittal procedures specified in this section. After review, distribute to subcontractors and other applicable entities. Maintain one (1) copy for project record documents to be delivered to engineer at project completion.
3. Identification: Mark each copy to identify specific products, models, options, tolerances, dimensions, and other pertinent data.
4. Manufacturer's Standard Data: Modify drawings and diagrams to delete inapplicable information. Supplement to provide pertinent information unique to project.

END OF SECTION

SECTION 01400 - QUALITY CONTROL

1.1 REFERENCE STANDARDS

Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest Standard Specification manual, code, or laws or regulations in effect at the time of opening of bids (or on the effective date of the agreement if there were no bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of City, contractor, or engineer, or employees from those set forth in the contract documents.

Any part of the work not specifically covered by these specifications shall be performed in accordance with the applicable section of the latest Edition of the "Standard Specifications for Road, Bridge and Municipal Construction" as prepared by the Washington State Department of Transportation and the Washington State Department of Public Works Association (APWA) as amended by the latest APWA Amendment No. 1 and the latest City of Tacoma Amendment No. 1.

These specifications will herein be referred to as the Standard Specifications.

1.2 INSPECTION, TESTING AND CERTIFICATION

A. INSPECTION

Construction inspection and testing for the City will be performed as the city may designate and as the construction situation may dictate. The City inspector will be responsible for insuring that the contractor is complying with the contract plans and specifications.

1. The City will prepare a construction inspection checklist to be presented to the contractor at the preconstruction meeting. The checklist will include all inspections typically required by local, city and county officials as well as other items as deemed important by the engineer.
2. The contractor shall be required to contact the City 24 hours in advance of all of the construction activities listed on the checklist, have the indicated activity inspected, and the City's inspector initial that the work was performed in accordance with the appropriate technical provision.
3. The checklist shall be posted near each structure and be available for review by the City at all times. These inspections shall be in addition to any required inspections by state or local jurisdictions. The City will prepare a suitable checklist for each building to be constructed and present same to the contractor at the preconstruction meeting.
4. Pre-final Inspection: Contractor shall notify the engineer in writing when all work or portions of work are complete and ready for inspection. The engineer will make a "punchlist" and forward the results of same to the contractor who shall promptly correct any deficiencies noted.
5. Final Inspection: Contractor shall notify the engineer in writing when all punchlist deficiencies have been completed. The engineer will promptly set a time for final inspection at which time the engineer and contractor shall jointly inspect the work. The contractor will promptly correct any further deficiencies noted.

B. LABORATORY SERVICES

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

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

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

C. PERMIT INSPECTIONS

The contractor shall comply with the requirements of all permits. It shall be the contractor's responsibility to contact the permitting authority and schedule all required inspections. The contractor shall notify the Tacoma power inspector of all scheduled inspections.

END OF SECTION

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.1 UTILITIES

A. ELECTRIC SERVICE

Power will not be provided for this project.

B. TELEPHONE SERVICE

The City will not provide telephone service for the contractor. Mobile telephone service is available at the site.

C. WATER

The City will not provide water to the contractor for this project.

D. SANITARY FACILITIES

Housing shall be provided for the sanitary necessities of all persons employed on the project, beginning with the first person employed and shall be of the chemical type. Such conveniences shall be erected and maintained by the contractor, in the number, manner, and place approved by the engineer immediately upon commencing work. The Sanitation Laws of the State of Washington and any applicable county sanitary laws shall be complied with.

E. TEMPORARY FIRE PROTECTION

Provide temporary fire protection as needed during construction.

1.2 JOB SHACK

A. JOB SHACK

The contractor shall supply a job shack where construction plans shall be kept. The shack shall be large enough to keep "**AS-BUILT**" plans and provide access to City inspectors and engineers as required.

The contractor shall keep on the job site a full size copy of the drawings and specifications, and shall at all times give the engineer access thereto.

B. STORAGE AREA

An area is available for material storage. This area is available for inspection prior to submittal of bids. This material storage area will be required to be used for storage of all construction material with lead time requirements that is required to be on hand at start of construction. Any modification of the storage area for the convenience of the contractor shall be at the contractor's expense and shall be reprovved by the engineer. Contractor may use an alternate area for storage of lead time material providing it is at the contractor's expense and available to the engineer for inspection to verify availability.

1.3 ROADWAY AND TRAFFIC CONTROL

A. TRAFFIC COORDINATION

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

It is the contractor's responsibility to provide all traffic control and signing for the project to the satisfaction of the Washington State Department of Transportation (WSDOT) traffic engineer and all costs shall be incidental to the project.

B. TRAFFIC SIGNS AND SIGNALS

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

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

1.4 SECURITY AND ACCESS

A. SECURITY PROGRAM

Contractor shall comply with Tacoma Power's security policies and procedures and take adequate precaution to protect Tacoma Power's property and employees.

B. ENTRY CONTROL

1. Procedures for the entry and exit of contractor's personnel and materials shall be determined at the preconstruction meeting.
2. Contractor shall maintain a current list of contractor and subcontractor personnel available for on-site inspection.

C. RESTRICTIONS AND OPERATIONAL CONTROL

1. Access for Materials: Every effort shall be made to deliver materials to the construction area during the hours of 7:00 a.m. to 5:00 p.m.
2. Contractor Operations: Access shall be restricted to the immediate work area and access route identified to be used during construction. Contractor shall confine personnel to the immediate work vicinity while on site.
3. Emergency Site Access during Construction: Fire lanes must remain open during construction.

1.5 SAFETY

In addition to Paragraph 3.06 "Safety" of the General Provisions, the contractor shall:

A. WORK HAZARD ANALYSIS

The contractor and their subcontractors shall thoroughly review the scope of work of the proposed project. The contractor will be responsible to indicate a work hazard analysis on the form of "Contractor's Work Hazard Analysis Report" attached with the proposal; i.e., any known or potential safety issues or phases of construction that may require specific safety procedures as identified by WISHA or OSHA regulations, and/or prudent construction practices; i.e., shoring, fall protection, scaffolding, hazardous materials, asbestos removal, etc.

This report shall be completed and submitted to the engineer before the preconstruction conference. A copy of this report will be forwarded to the City Safety Officer for review. A copy of this report shall be maintained at the work site (accessible to the supervisor).

The City will review the submitted report and may require the contractor to clarify their safety procedures submitted or detail their procedures for ensuring safe working conditions for other working conditions not listed in the original submitted report; and/or explain how the procedures meet current safety regulations. In no case, may the contractor commence work until the Job Hazard Analysis Report has been reviewed and approved by the engineer.

1.6 PROTECTION OF ADJACENT AREAS DURING CONSTRUCTION

The contractor shall take any measures, including but not limited to the ones listed below, to protect adjacent areas from the affects of construction.

Installing temporary walls or barriers to completely divide or separate the work area from ongoing Tacoma Power operations. Visqueen or plastic shall be a minimum of 8 mil thick and shall form a continuous barrier sufficient to stop all construction dust and residue. Temporary walls of plywood may require sound deadening in some areas.

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

The contractor shall take any measures, including but not limited to the ones listed below, to protect adjacent areas and quadrants from the affects of construction.

1.7 DUST CONTROL

The contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. Dusty materials in piles or in transit shall be covered when practicable to prevent blowing.

Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

1.8 TEMPORARY DRAINAGE PROVISIONS

Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property.

1.9 POLLUTION CONTROL

The contractor shall follow all of the provisions listed in the attached Pollution and Erosion Control Plan (PECP) and corresponding appendices included in the back of this specification and maintain a copy of the plan on site whenever construction is in progress. NOTE: PECP may have minor revisions upon FERC submittal of plan. Revisions are not expected to significantly change the plan as provided in the specification.

The Contractor shall follow all requirements of the Department of Ecology approved Water Quality Protection Plan (WQPP). Should the erosion and sedimentation control measures initially installed prove to be inadequate, the contractor shall immediately install additional facilities as necessary to protect adjacent properties, sensitive areas, natural water sources and/or storm drainage systems.

The contractor shall identify a Pollution Control Inspector who will be on-site, or on-call and readily accessible to the site, at all times while construction activities are occurring that may affect the quality of ground and surface water.

The Pollution Control Inspector shall have the authority to ensure proper implementation of this Plan, and impose additional corrective actions necessary because of changing field conditions. If the Pollution Control Inspector issues an order necessary to implement a portion of this Plan to prevent pollution from reaching the river, all of the contractor's employees, shall immediately comply with that order.

No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substances will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

The contractor shall maintain oil absorption pads on the actual job site whenever any equipment is present to immediately catch and contain any oil and/or fuel leaks.

END OF SECTION

SECTION 01600 - MATERIAL AND EQUIPMENT

1.1 QUALITY OF WORKMANSHIP AND MATERIAL

A. WORKMANSHIP

The contractor shall employ only competent, skillful, and orderly persons to do the work. If, in the engineer's opinion, a person is incompetent, disorderly or otherwise unsatisfactory, the engineer shall notify the contractor, in writing, of same. The contractor shall immediately discharge such personnel from the work and shall not again employ those person(s) on said contract again. Work shall conform to the highest industry standards.

See General Provisions, Paragraph 3.08 - Contractor - Supervision and Character of Employees for additional requirements.

B. MATERIALS

Materials shall be delivered to the project site in the manufacturer's original containers, bundles or packages unopened with the seals unbroken and the labels intact. Each type of material shall be of the same make and quality throughout. Manufactured articles, materials and equipment shall be installed in accordance with each manufacturer's written directions, unless otherwise specified.

All materials and equipment to be provided under this contract shall conform to the latest edition of the applicable codes, but in no case shall be contrary to the laws of the State of Washington and/or Federal Government.

The equipment supplied shall meet appropriate ANSI, OSHA, WISHA, and all Federal, state, and local standards for the type of equipment provided for its intended use.

Deliver, store and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.

1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.
2. Deliver with labels and written instructions for handling, storing, protecting, and installing.
3. Inspect products at time of delivery for compliance with the contract documents and to ensure items are undamaged and properly protected.
4. Store heavy items in a manner that will not endanger supporting construction.
5. Store products subject to damage on platforms or pallets, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required.

1.2 SALVAGEABLE AND NONSALVAGEABLE MATERIAL

A. SALVAGE TO TACOMA PUBLIC UTILITIES

None

B. PROPERTY OF CONTRACTOR

Demolition, not indicated for salvage, becomes property of contractor. Removed from site at contractor's expense to a legal waste site obtained by the contractor

Materials deemed to be non-salvageable by the engineer's representative shall be disposed by the contractor to a legal dump site obtain by him. All costs to dispose of non-salvageable materials shall be the contractor's responsibility.

The contractor may, if approved by the City, furnish and install new items in lieu of those specified or indicated to be salvaged and reused, in which case such removed items will become the contractor's property. Existing materials and equipment removed by the contractor shall not be reused in the work except where so specified or indicated.

END OF SECTION

SECTION 01700 - CONTRACT CLOSEOUT

1.1 DOCUMENTS REQUIRED UPON COMPLETION OF WORK

A. CLOSE OUT PROCEDURES

The contractor shall notify the engineer in writing when identified tasks are complete and ready for inspection. The engineer will make the inspection, forward the results of same to the contractor, who shall promptly correct any deficiencies noted.

The contractor shall notify the engineer in writing when all punchlist deficiencies have been completed. The engineer will promptly set a time for final inspection, at which time the engineer and the contractor shall jointly inspect the work. The contractor will promptly correct any deficiencies noted.

It is possible that other contractors or the City will be working in the project area during the time of construction. It shall be the responsibility of this contractor to coordinate their work with all other agencies and/or contractors within the project area.

B. FINAL DOCUMENTATION

Upon completion of the work and before final payment is made, the contractor shall deliver to the engineer, in addition to such other items specified in these specifications, the following documents:

1. "AS-BUILT" Drawings

"AS-BUILT" drawings and specifications of new or revised existing work, shown in red ink, provided by the general, mechanical, electrical contractors, and all other subcontractors, including all addendum's, change orders, deviations, changes, elevations, and dimensions of their work from the construction documents, updated monthly during the construction. Monthly payments will not be made until all redlined as-builts are updated.

Two (2) copies of all shop and construction drawings used for the project, the final record drawings ("AS-BUILT" to reflect the actual installation) including one (1) reproducible set of all design drawings and AutoCAD files, if applicable.

NOTE: The final payment for this contract will not be released until "AS-BUILT" drawings are received and approved by the engineer.

2. Final Clean Up

- a. After all trades have completed their work, and just prior to occupancy, the general contractor shall:
- b. Removal of all temporary facilities and contractor equipment.
- c. Clean the site. Sweep paved areas and walkways. Remove stains, spills, and foreign deposits. Rake grounds to a smooth, even textured surface.

All surfaces disturbed shall be restored to a condition equal to that before the work began.

Surplus material, tools, temporary structures, dirt and rubbish shall be removed and disposed of by the contractor, and the project area shall be left clean to the satisfaction of the engineer.

Clean up is considered incidental to the project and no measurement and payment will be allowed.

Obtain certificate of occupancy and final inspections from authorities having jurisdiction.

END OF SECTION

TECHNICAL PROVISIONS

DIVISION 2 - SITE WORK

SECTION 02010 - PROTECTION OF ENVIRONMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. This section covers, but is not limited to the following:
1. Conforming to the requirements of permits furnished by others and obtaining other permits required to perform the work.
 2. Planning, designing, constructing and maintaining of silt barriers, and stormwater management facilities necessary or required to divert, remove, treat and dispose of water from construction areas in accordance with site Pollution and Erosion Control Plan (PECP) and Water Quality Protection Plan (WQPP).
 3. Installing and implementing dust control measures.
 4. Handling and disposal of solid wastes.
 5. Handling, storage, spill prevention and clean-up of oil and hazardous waste substances.
- B. The contractor shall perform all work necessary to comply with the requirements of permits furnished by others and contractor-furnished permits governing this work.
- C. All work required in this section, including all erosion and sediment control facilities, shall be installed prior to any ground disturbing activity requiring the use of the facilities.
- D. Related work specified elsewhere in this specification may include demolition, earth work, excavation, road work, land clearing, and construction. The contractor must incorporate the requirements of this section for all related sections.

1.2 PERMITS

A. CONTRACTOR-FURNISHED PERMITS

1. The contractor shall obtain separate permits or revisions of permits for any activities not covered under permits provided by City of Tacoma.
2. The contractor shall perform any and all activities required to obtain the contractor-furnished permits, including contacting respective agencies, filing applications and paying any required application fees.
3. The contractor shall obtain permits or permission from owners' of private roads, if used by the contractor.

1.3 SUBMITTALS

A. OTHER ENVIRONMENTAL CONTROLS PROCEDURES

The contractor shall submit for review all procedures for control of job related activities to protect the environment including dust control measures, handling and disposal of solid wastes, oil and hazardous substances handling, storage, spill prevention and clean-up.

PART 2 PRODUCTS

The contractor is responsible for the selection and adequacy of all materials and equipment used for diversion, dewatering and water quality control systems, except as specified otherwise.

PART 3 EXECUTION

3.1 SURFACE DRAINAGE

Stormwater and site drainage will be managed to limit impacts from run-off and to comply with site WQPP.

3.2 CONTRACTOR'S WASTEWATER

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

3.3 POLLUTION CONTROL

Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substances will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

The contractor shall maintain oil absorption pads on the actual job site whenever any equipment is present to immediately catch and contain any oil and/or fuel leaks.

Nothing in this specification or contract shall be deemed to warrant to the contractor the quality, quantity or usefulness of the property designated for demolition, not designated as salvage, or designated to become the property of the contractor.

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

The Contractor shall follow all requirements of the Department of Ecology approved Water Quality Protection Plan (WQPP). Should the erosion and sedimentation control measures initially installed prove to be inadequate, the contractor shall immediately install additional facilities as necessary to protect adjacent properties, sensitive areas, natural water sources and/or storm drainage systems.

The contractor shall identify a Pollution Control Inspector who will be on-site, or on-call and readily accessible to the site, at all times while construction activities are occurring that may affect the quality of ground and surface water.

The Pollution Control Inspector shall have the authority to ensure proper implementation of this Plan, and impose additional corrective actions necessary because of changing field conditions. If the Pollution Control Inspector issues an order necessary to implement a portion of this Plan to prevent pollution from reaching the river, all of the contractor's employees, shall immediately comply with that order.

No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substances will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

The contractor shall maintain oil absorption pads on the actual job site whenever any equipment is present to immediately catch and contain any oil and/or fuel leaks.

3.4 REMOVAL OF TEMPORARY FACILITIES

Upon completion of all work, or when required, remove all temporary facilities constructed for dewatering and control of sediment and water.

END OF SECTION

SECTION 02200 - EARTHWORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Site Clearing
- B. Grading and Excavation
- C. Backfill and Compaction (New and Native)
- D. Aggregate Materials

PART 2 PRODUCTS

2.1 AGGREGATE MATERIALS

- A. Gravel Backfill for Walls- Standard Specification Section 9-03.12(2)
- B. Crushed Surfacing Base Course - Standard Specification Sections 9-03.9(3)
- C. Quarry Spalls - Standard Specification Section 9-13.1(5)
- D. 1-2 Man Wall Rock – Standard Specification Section 9-13.7(1)

PART 3 EXECUTION

3.1 CONSTRUCTION DETAILS

Upon completion of all clearing and grubbing operations and after all excavation and reconsolidation of in-situ materials is complete to the satisfaction of the engineer gravel backfill and a crushed base course shall be applied at the locations shown on the drawings and further specified in these specifications.

The contractor shall submit the name of the aggregate materials suppliers. Provide materials from the same source throughout the project. Change of source requires engineer approval.

Aggregate materials, which the contractor intends to store on-site, shall separate differing materials with dividers or stockpile apart to prevent mixing.

3.2 CLEARING

All work shall be done in accordance with Washington State Department of Transportation (WSDOT) standard specification Section 2.01 Clearing, Grubbing, and Roadside Cleanup.

The contractor shall remove all debris and decayable material, such as trees, shrubs, topsoil, brush, weeds, and grass from the site prior to beginning any grading operations to an approximate depth of 4 to 10-inches. Remove stumps and roots larger than 1-1/2-inch in diameter to not less than 18-inches below finish growth. All holes resulting from stump removal shall be backfilled and compacted to provide a neat workmanship appearance and suitable structural base where required by subsequent construction.

3.3 EXCAVATION AND GRADING

Prior to performing any grading operations, the contractor shall:

- A. Verify site conditions, survey benchmarks and elevations for the work are as indicated.
- B. Locate, identify, and protect utilities from damage.
- C. Fill areas to required grades or blend into existing grades as directed with approved backfill materials.

All excavated material shall be used for site filling and/or grading if directed by the engineer.

Correct areas over-excavated as directed by the engineer or their designated representative with approved backfill material.

3.4 BACKFILL AND COMPACTION

Excavated materials shall be used for retaining wall backfill when approved by the engineer. If the excavated material is found to be unsuitable for backfill, the unsuitable materials shall be used for site backfill.

The majority of the earthwork will be performed during the historic wet season. A substantial amount of materials will be excavated during the construction and shall be reused as backfill.

The contractor shall take adequate precautions to ensure the soils maintain moisture content while those materials are stockpiled, reinstalled, and compacted. The contractor shall provide all labor, materials, and equipment necessary to stockpile, cover, spread, re-stockpile, uncover, install, compact, and all other functions to work the soils in accordance with the requirements of the specification to achieve the required compaction.

END OF SECTION

DIVISION 3 – CONCRETE

SECTION 03320 – CONCRETE SEGMENTAL RETAINING WALL SYSTEM

PART 1 GENERAL

1.1 SUMMARY DESCRIPTION

- A. This section includes ULTRABLOCK™ gravity retaining wall systems consisting of a column of ULTRABLOCK™ segmental concrete facing units retaining compacted soil backfill or a native ground cut. Work shall consist of furnishing all materials, labor, equipment, field supervision, and installing a ULTRABLOCK™ gravity wall system in accordance with given specifications. All installations should conform with project drawings provided by the plans and design provided by City of Tacoma.
- B. Related Sections
 - 1. Division 2 – Site Work

1.2 REFERENCE STANDARDS

- A. Ultrablock, Inc.
 - 1. Design manual for Ultrablock Wall Systems, 4th Edition July 2008

1.3 DEFINITIONS

- A. ULTRABLOCK™ Unit – A segmental concrete unit with shear keys generally made of “surplus concrete mix” in the yard of a ready-mix concrete supplier.
- B. Gravity Soil Mass – Compacted structural fill placed immediately behind the wall, which contributes to the gravity mass of the wall structure.
- C. Drainage Fill – Free-drainage, well graded and coarse-grained aggregates placed immediately behind the blocks to relieve hydrostatic pressures or seepage forces and to prevent clogging of aggregate drainage medium if a geotextile fabric is not used.
- D. Retained Soil – Native soils or compacted structural fill situated immediately behind drainage fill. The primary function of the gravity wall is to retain this soil mass without failure.
- E. Leveling Pad/Wall Foundation – Densely compacted and free draining crushed rock pad for distributing the weight of block wall over a wider area and for providing a working surface during construction.
- F. Foundation Subgrade - Competent native soil subgrade or compacted structural fill subgrade for supporting the block wall structure as approved by a qualified geotechnical engineer.
- G. Backslope – Retained soil slope behind the wall. Slope inclination, β , is measured clockwise from the horizontal plane.
- H. Foreslope/Toeslope – Downslope in front of the toe of wall.
- I. Retained/Structural Backfill – Compacted structural fill placed behind the drainage fill or directly behind the ULTRABLOCK units as outlined on the plans.

1.4 SUBMITTALS

Following submittals shall be made ten (10) days prior to the start of construction. In addition, the contractor shall provide a list of successfully completed projects along with related project references.

- A. Product Data – manufacturer’s materials specifications, installation instructions, and general recommendations.

1.5 QUALITY ASSURANCE

- A. Pre-Construction Meeting – A meeting between the City, wall designer, contractor, material supplier, subcontractors, and the owner shall be held at the site in order to review the retaining wall design and construction requirements. A notification shall be sent to all the parties at least three (3) days in advance of the time of the meeting.
- B. The contractor shall discard all damaged materials and not use them in wall construction.

1.6 MANUFACTURERS

- A. Ultrablock, Inc. and Inter-Block Inc. are the sole domestic manufacturers of the Segmental Concrete Facing Units.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.01 ULTRABLOCK™ SEGMENTAL UNIT

- A. The ULTRABLOCK™ units shall have twenty eight (28) day compressive strength of at least 2,200 psi.

The maximum absorption of 10 pcf and adequate freeze-thaw protection (absorption by weight six (6) percent) shall, in general, satisfy the local requirements of high elevation (mountainous) areas where there is a potential for spalling due to freeze-thaw.

- B. All individual ULTRABLOCK™ units shall be free of cracks and other defects that would interfere with the placement and locking of units. All shear keys shall be in good condition.
- C. ULTRABLOCK™ Unit dimensions such as height, width, depth, and batter shall match details shown on plans. A tolerance of $\pm 1/2$ -inch for length, width tolerance of plus $1/2$ -inch and minus $3/4$ -inch and a tolerance of $\pm 1/4$ -inch shall be used for height. Blocks are typically poured face down creating a nonfinished side on the back of block.
- D. Architectural features such as surficial finishes, and color of ULTRABLOCK™ units shall match details shown on plans. Surface coloring or integral coloring generally costs extra.
- E. The chamfered corners of the ULTRABLOCK™ units shall provide approximately 8-in² of drainage area per unit. Clearance of roughly $1/2$ -inch around locking grooves/shear keys shall provide additional drainage.
- F. ULTRABLOCK™ units shall have following dimensions.
 - 1. ULTRABLOCK™ FULL
 - a. Size: 2.5-feet x 2.5-feet x 5-feet
 - b. Weight: 4,320 pounds
 - c. Color: Grey
 - 2. ULTRABLOCK™ HALF

- a. Size: 2.5-feet x 2.5-feet x 2.5-feet
 - b. Weight: 2,160 pounds
 - c. Color: Gray
3. ULTRABLOCK™ FULL FLAT
- a. Size: 2.5-feet x 2.5-feet x 5-feet
 - b. Weight: 4,300 pounds
 - c. Color: Gray

2.2.02 ULTRABLOCK™ SEGMENTAL UNIT

- A. Use gravel backfill for walls and native materials for wall backfill per plans.

PART 3 CONSTRUCTION

3.1 QUALIFICATION

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

3.2 EXCAVATION

- A. Prior to the beginning of excavation, a ULTRABLOCK™ supplier's representative experienced in ULTRABLOCK™ wall construction shall assist the contractor regarding wall foundation excavation, specifically the preparation of foundation subgrade for design wall batter and other excavation procedures related to subgrade preparation, placement of blocks, and drainage envelope behind the wall.
- B. The contractor shall provide adequate excavation support during construction in accordance with local, state, and federal safety regulations. It shall be the contractor's responsibility to assure site safety during excavation and other construction activities.
- C. The subgrade shall be excavated to meet design requirements shown on grading plans. Excavations shall be made vertically to the plan elevation and horizontally to the designed geogrid lengths so that over-excavation is minimized.
- D. Start excavation at the lowest wall level. If wall steps up in one block height, the base block should be installed at the lowest level in order to establish grade and face location of the second level.
- E. Overexcavated or filled areas shall be well compacted, inspected and approved by a City engineer.
- F. A City engineer shall evaluate and approve excavated materials that are used as backfill in the reinforcement zone. All backfill materials shall be protected from the weather.

3.3 FOUNDATION PREPARATION

- A. Foundation trench shall be excavated to the dimensions indicated on the construction drawings.
- B. A City engineer shall inspect and approve the leveling pad foundation soil subgrade in order to ensure adequate bearing capacity. Subgrade soil areas not meeting required bearing strength shall be marked in the field and the contractor shall remove and replace these areas with approved fill materials.

- C. Foundation subgrade soils and any backfill materials shall be compacted to a minimum of ninety five (95%) percent. Standard Proctor Dry Density in accordance with ASTM D698-98 before placing the leveling pad.

3.4 LEVELING PAD INSTALLATION

- A. The leveling pad shall consist of six (6) inches thick layer of Crushed Surfacing Base Course (CSBC).
- B. A ULTRABLOCK™ supplier's representative experience in ULTRABLOCK™ wall construction shall assist the contractor regarding leveling pad preparation for achieving specified wall batter. The City Engineer or engineers representative shall inspect and approve the leveling pad prior to the placement of blocks.
- C. As a minimum, start at the lowest wall level, locate the front face of the wall, run a string about one (1) inch in front and two (2) inches above the base. Use 2x6 or 2x8 pieces of wood boards and steel stakes to make a form for achieving design batter. Set front board in line with the string and at base elevation of the wall. Locate and place the back board at a distance equal to the base width of the wall. Set elevation of back board so that design batter can be achieved. Without moving the string line, start leap-frogging the boards in line with the string and move forward along the length of the wall. It is best to prepare the entire leveling pad/base before placing the blocks. Alternate means and method may be used with prior written approval by City Engineer.

3.5 UNIT/BLOCK INSTALLATION

- A. Installation shall be in accordance with manufacturer guidelines. A detailed installation guide can be found online (www.ultrablock.com).
- B. A track-mounted excavator is the ideal equipment for block installation. A wire rigging with swivel hooks, OSHA approved and rated for weight of the blocks can be attached to the excavator and used for lifting, moving, and placing the blocks.
- C. The contractor shall carefully place the first course of ULTRABLOCK™ units only after the leveling pad has been approved by the designer for adequate batter.
- D. Block placement should start at the lowest elevation. At the start of the wall, make a line perpendicular to the face of the wall so the first block can be placed square to the wall face. Set blocks at the back of the wall first, i.e. if the width of the wall base is larger than the block width, then the first block shall be placed at the back followed by the front block.
- E. All ULTRABLOCK™ units shall be placed together and parallel to the straight or curved line of the wall face.
- F. The ULTRABLOCK™ units shall be installed free of all protrusions, debris before installing the next course of units and/or placing the geogrid materials.
- G. Do not place any more than five (5) to six (6) blocks along the first course before starting on the second course.
- H. At the completion of the placement of each course, a string line shall be pulled to confirm that the walls geometry is being maintained.
- I. All battered wall corners shall be installed and locked per the block manufacturer's recommendation as approved by the wall designer.

3.6 RETAINED BACKFILL PLACEMENT

- A. As shown on the plans, the retained backfill material shall be placed in maximum lifts of ten (10) inches and shall be compacted to a minimum ninety five (95%) percent Standard Proctor Dry Density in accordance with ASTM D698-98.
- B. Only hand-operated compaction equipment shall be used within five (5) feet of the backface of the ULTRABLOCK™ units. This area shall be compacted to a minimum ninety (90%) percent of Standard Proctor Dry Density in accordance with ASTM D698-98.
- C. Soil density testing shall not be performed within five (5) feet of the tail of the ULTRABLOCK™ Segmental Concrete Facing Units.
- D. The toe of the wall shall be filled and compacted as the wall is being constructed.


3.7 TOLERANCE

- A. Wall batter tolerance of $\pm 1/8$ -inch per foot maximum shall be allowed.

END OF SECTION

APPENDIX A

Tacoma Public Utilities Cushman No. 1 Right Abutment Access Rd. Remediation



TACOMA POWER
TACOMA PUBLIC UTILITIES

OWNER

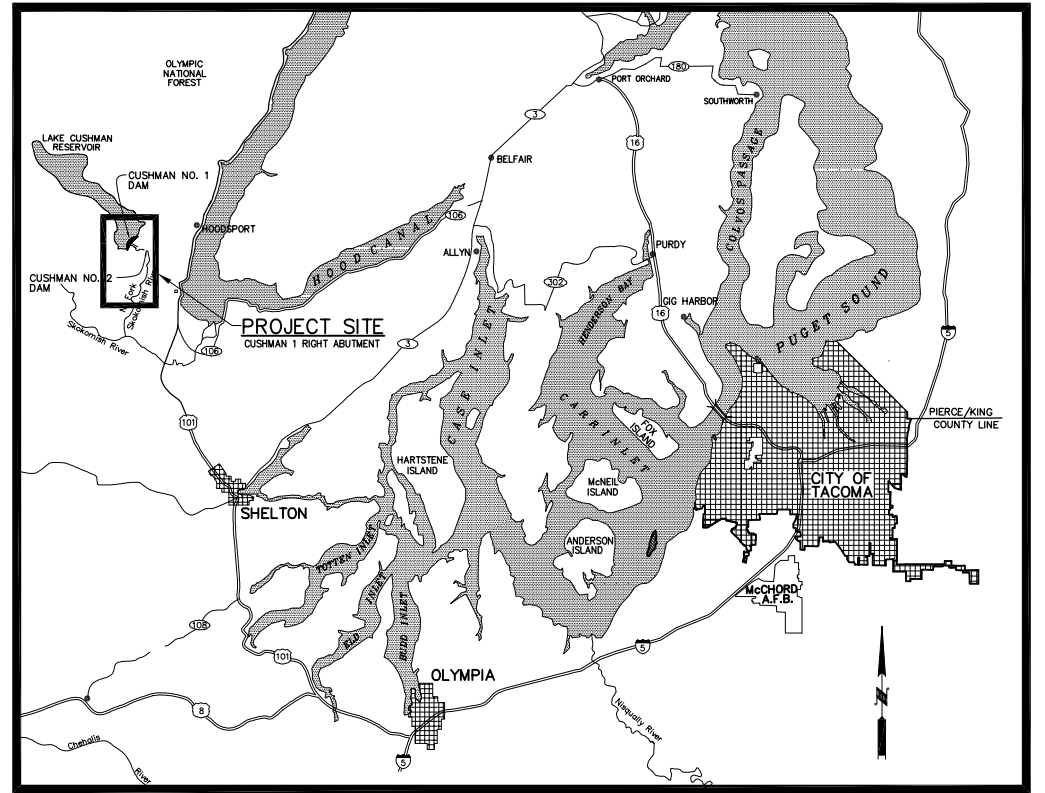
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
LIGHT DIVISION
3628 SOUTH 35TH STREET
TACOMA, WASHINGTON 98409-3192
CONTACT: KEVIN SMITH, P.E.
PHONE: (253) 502-8686

PROJECT MANAGER

TACOMA POWER
CONTACT: STEPHEN FAIRCHILD
PHONE: (253) 820-4867

PROJECT ADDRESS

CUSHMAN 1 DAM
391 NORTH STANDSTILL RD DR SOUTH
HOODSPORT, WA 98548



DRAWING INDEX			
ISSUED	DWG. NO.	TITLE	REV. NO.
	BP307	COVER SHEET & VICINITY MAP	1
	BP308	EROSION REMEDIATION, PLAN & LAYOUT	1
	BP309	EROSION REMEDIATION, CROSS SECTIONS	-
	BP310	EROSION REMEDIATION, FISH HABITAT MITIGATION	-

NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECKED	STAMPED

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
LIGHT DIVISION


**CUSHMAN 1 DAM
RIGHT ABUTMENT ACCESS RD.
COVER SHEET
& VICINITY MAP**

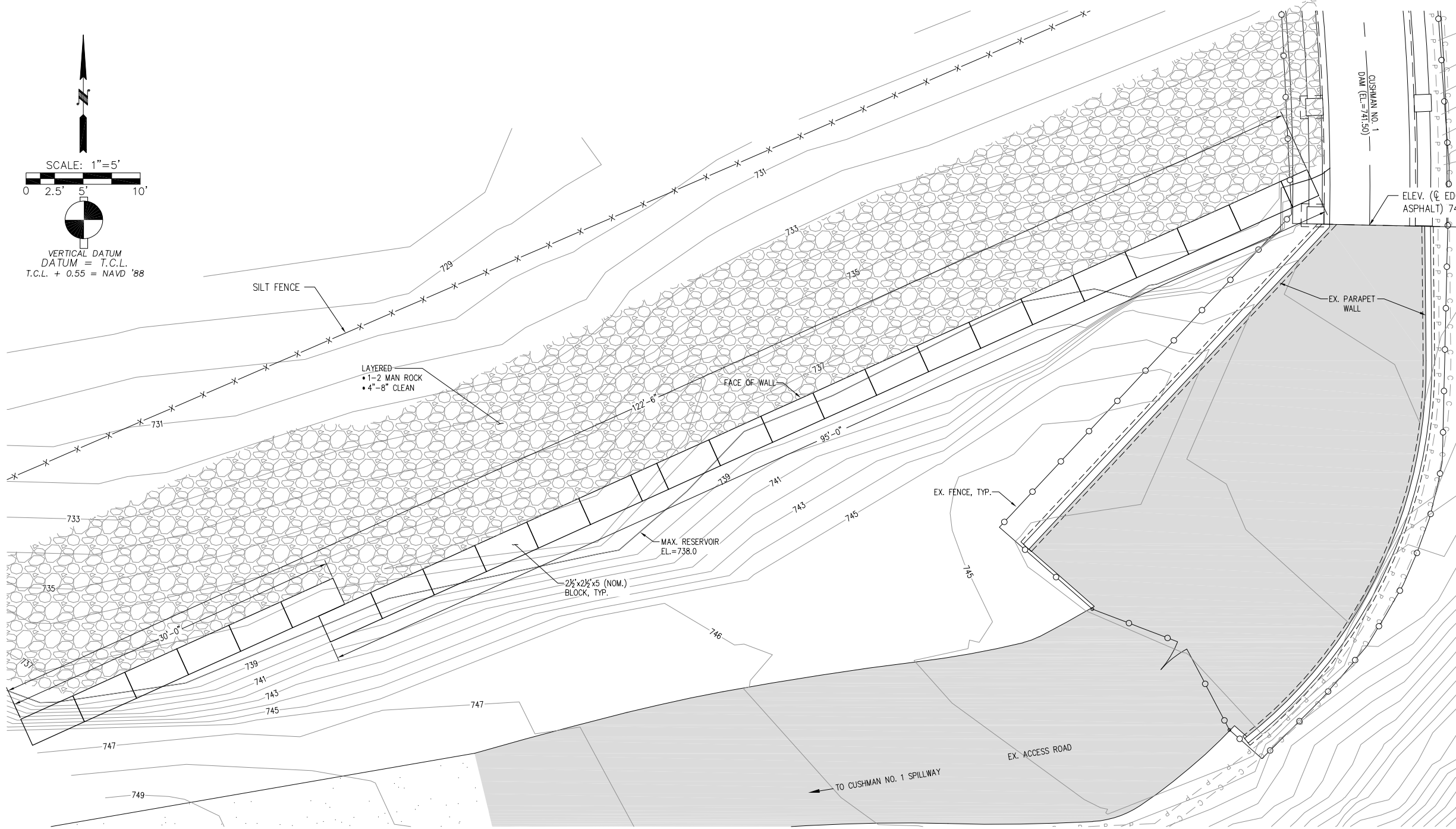
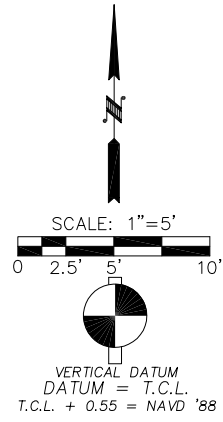
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REV. NO. 0

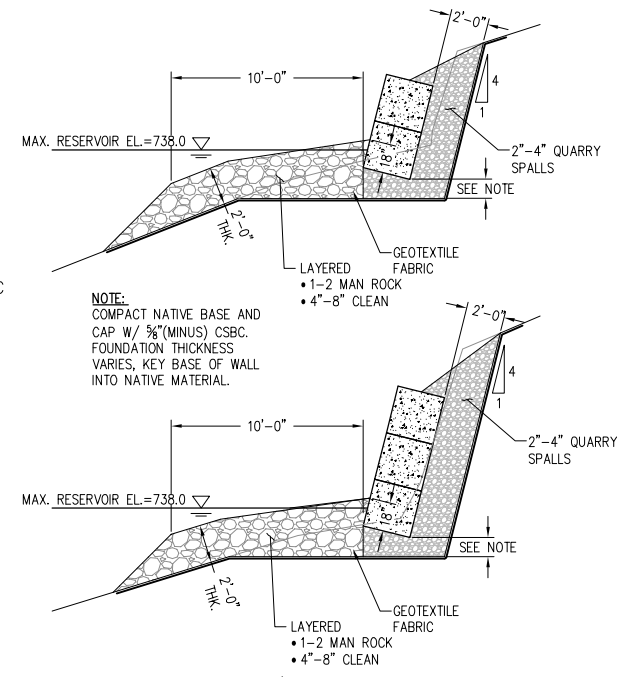
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DRAWING NO. **BP307**



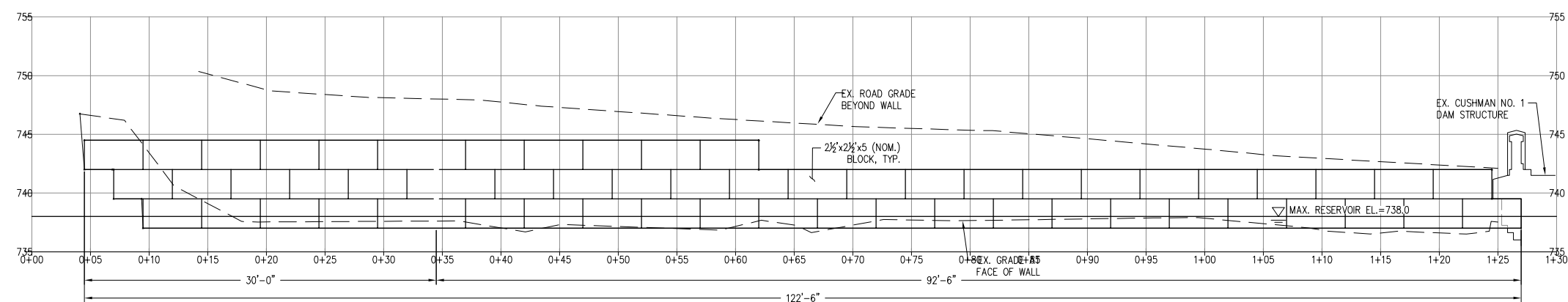


WALL - PLAN VIEW
SCALE: 1"=5'



WALL - DETAIL/SECTION VIEWS
SCALE: 1"=5'

- NOTES:**
- ELEVATION AT CL OF ABUTMENT AT EDGE OF ASPHALT 741.53 T.C.L. APPROXIMATE LEVEL OF LAKE CUSHMAN AT TIME OF CONSTRUCTION IS 720 T.C.L.
 - GRAVEL BACKFILL FOR WALLS SHALL MEET WSDOT STANDARD SPECIFICATION SECTION 9-03.12(2)
 - CRUSHED SURFACING BASE COURSE SHALL MEET WSDOT STANDARD SPECIFICATION SECTIONS 9-03.9(3)
 - QUARRY SPALLS SHALL MEET WSDOT STANDARD SPECIFICATION SECTION 9-13.1(5)
 - 1-2 MAN WALL ROCK SHALL MEET WSDOT STANDARD SPECIFICATION SECTION 9-13.7(1)
 - EXCAVATED MATERIAL TO BE USED AS FILL MATERIAL TO WIDEN EXISTING ROAD. EXCAVATED MATERIAL TO BE STORED ALONG EXISTING SERVICE ROAD.
 - CONCRETE BLOCKS SHALL BE SIMILAR IN APPEARANCE AND COLOR. BLOCK WILL HAVE BATTER OF 4V:1H. BLOCK WILL BE PLACES AND 1'-0" COMPACTED BASE OF CRUSHED SURFACING.



WALL - ELEVATION VIEW
SCALE: 1"=6'

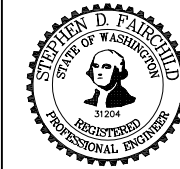
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CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
LIGHT DIVISION

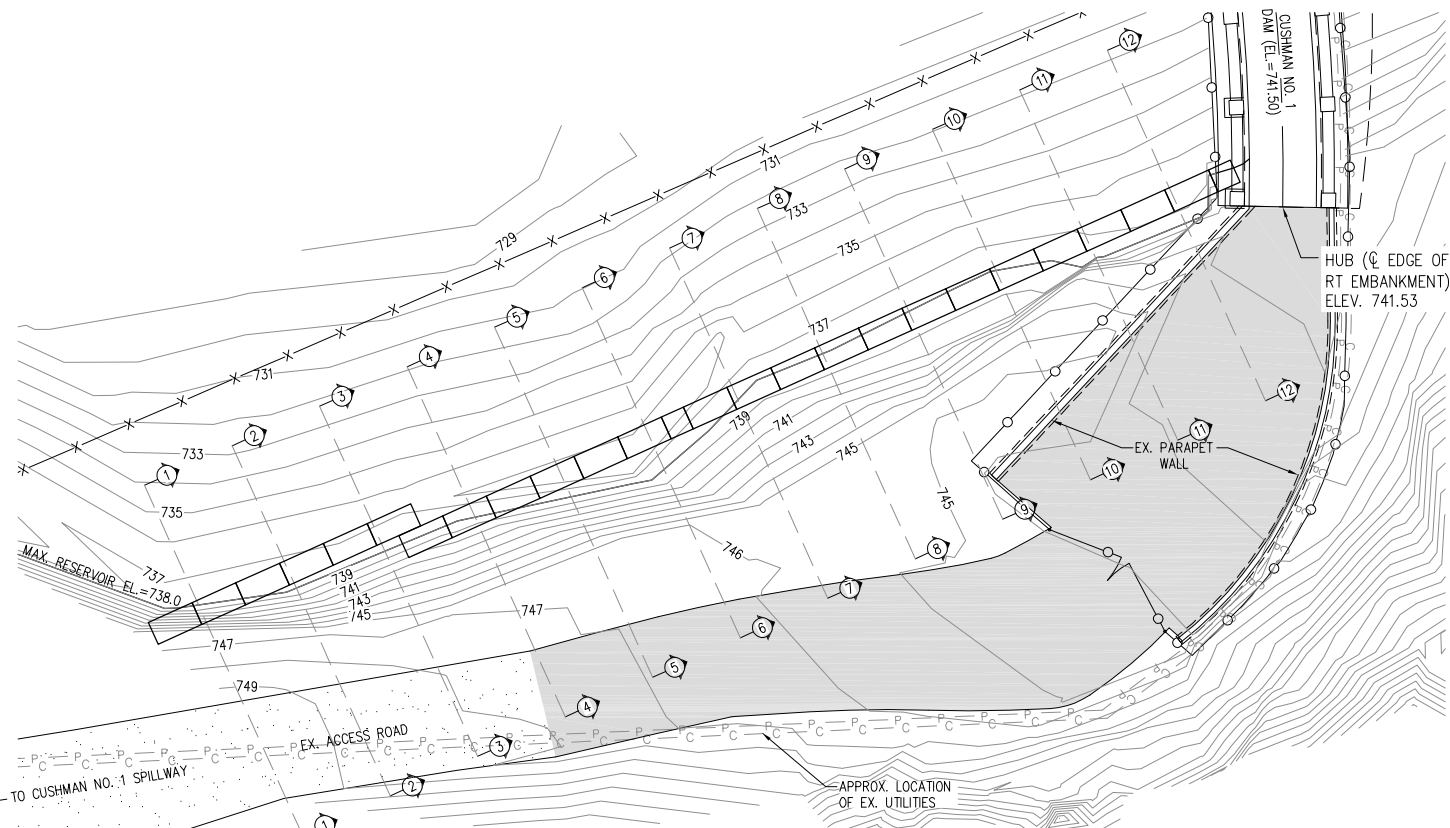
**CUSHMAN 1 DAM
RIGHT ABUTMENT ACCESS RD.
EROSION REMEDIATION
PLAN & LAYOUT**

REVIEWED	DESIGNED KES	DRAWN JCH
APPROVED	DATE 7/21/21	STAMPED SDF

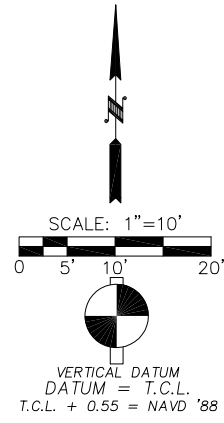
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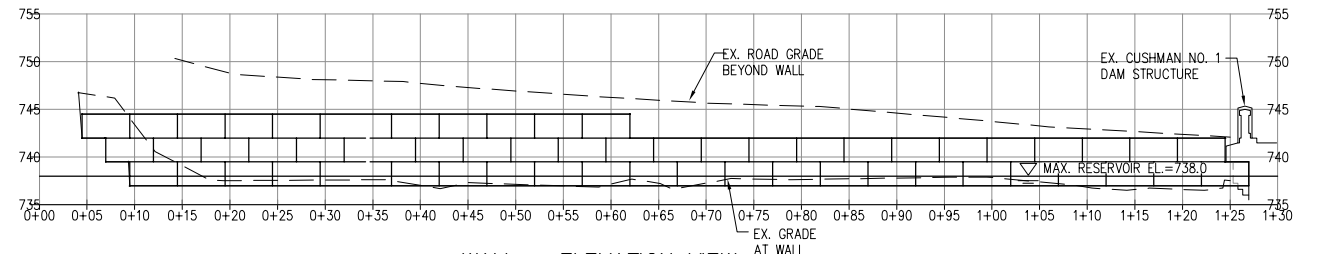
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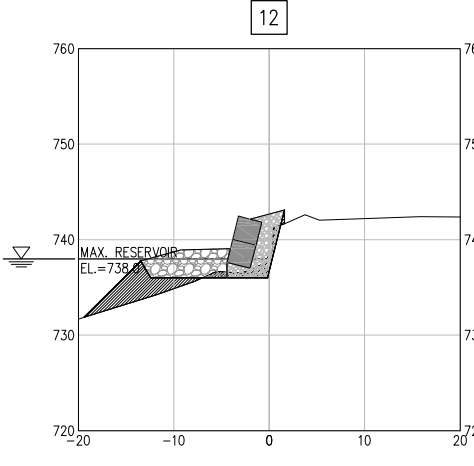
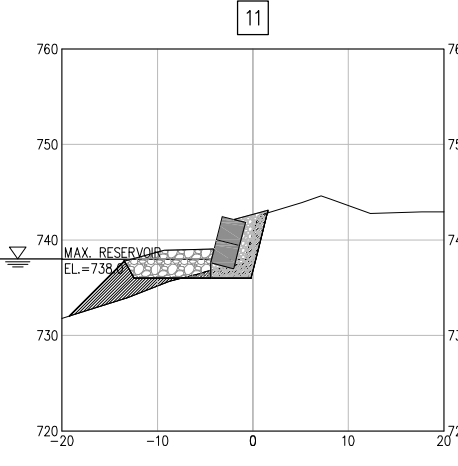
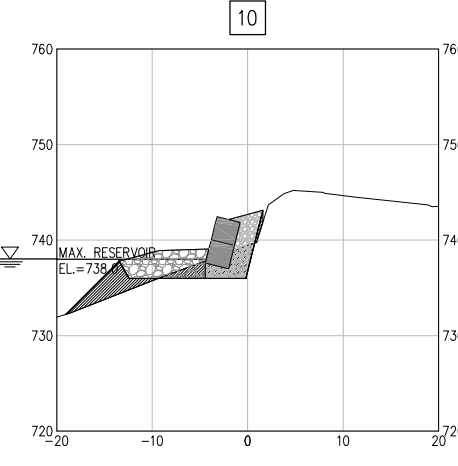
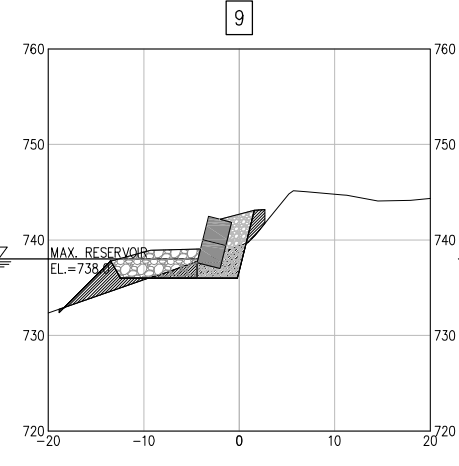
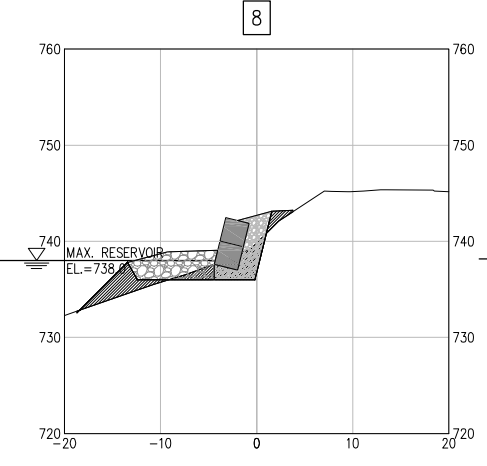
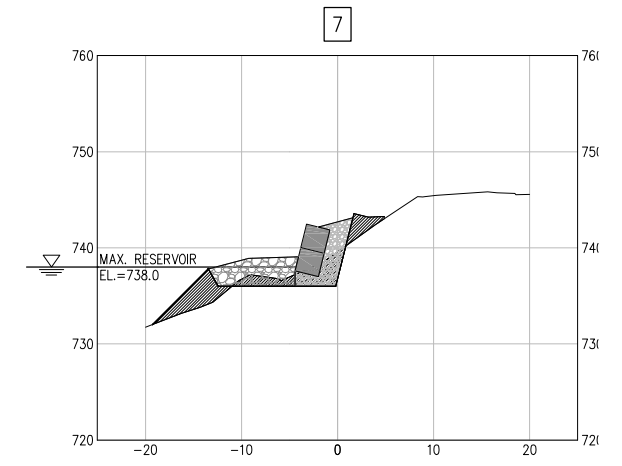
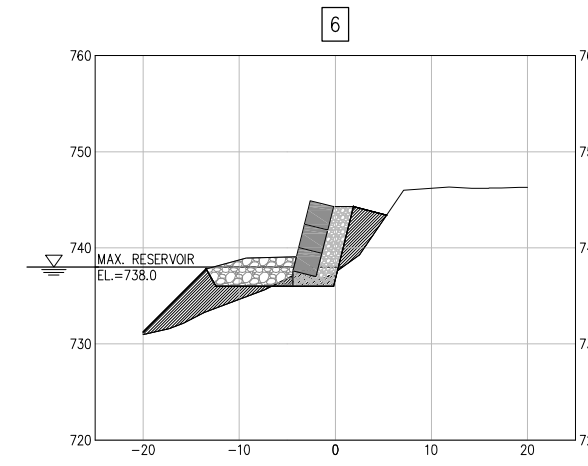
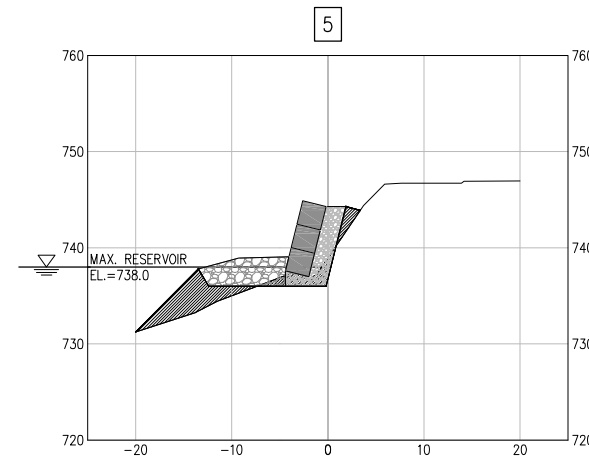
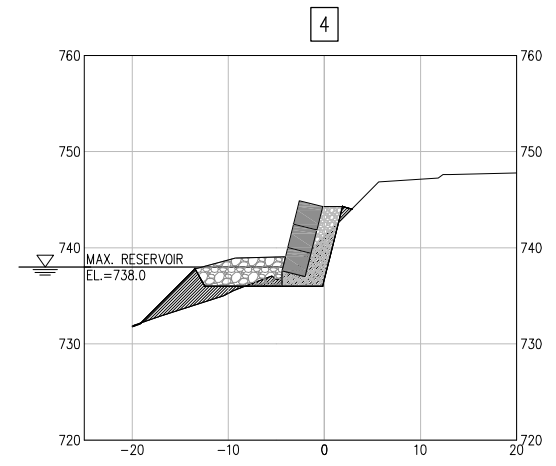
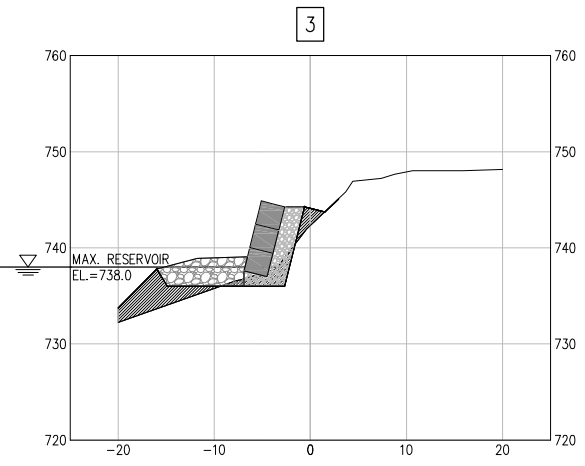
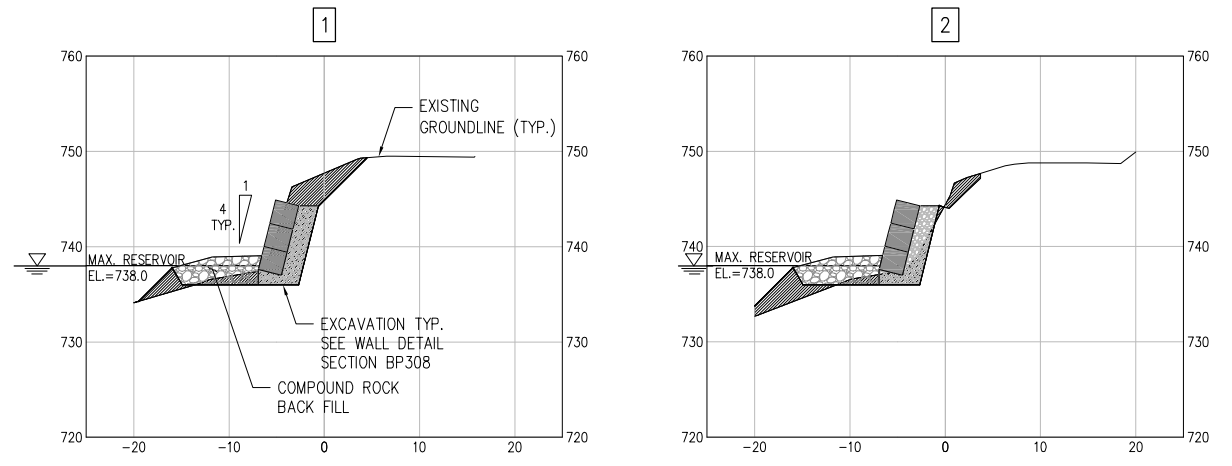
WALL - PLAN VIEW
SCALE: 1"=10'



NOTE:
APPROXIMATE ELEV. OF RESERVOIR AT TIME OF CONSTRUCTION (NOV. 1, 2021) 720.0

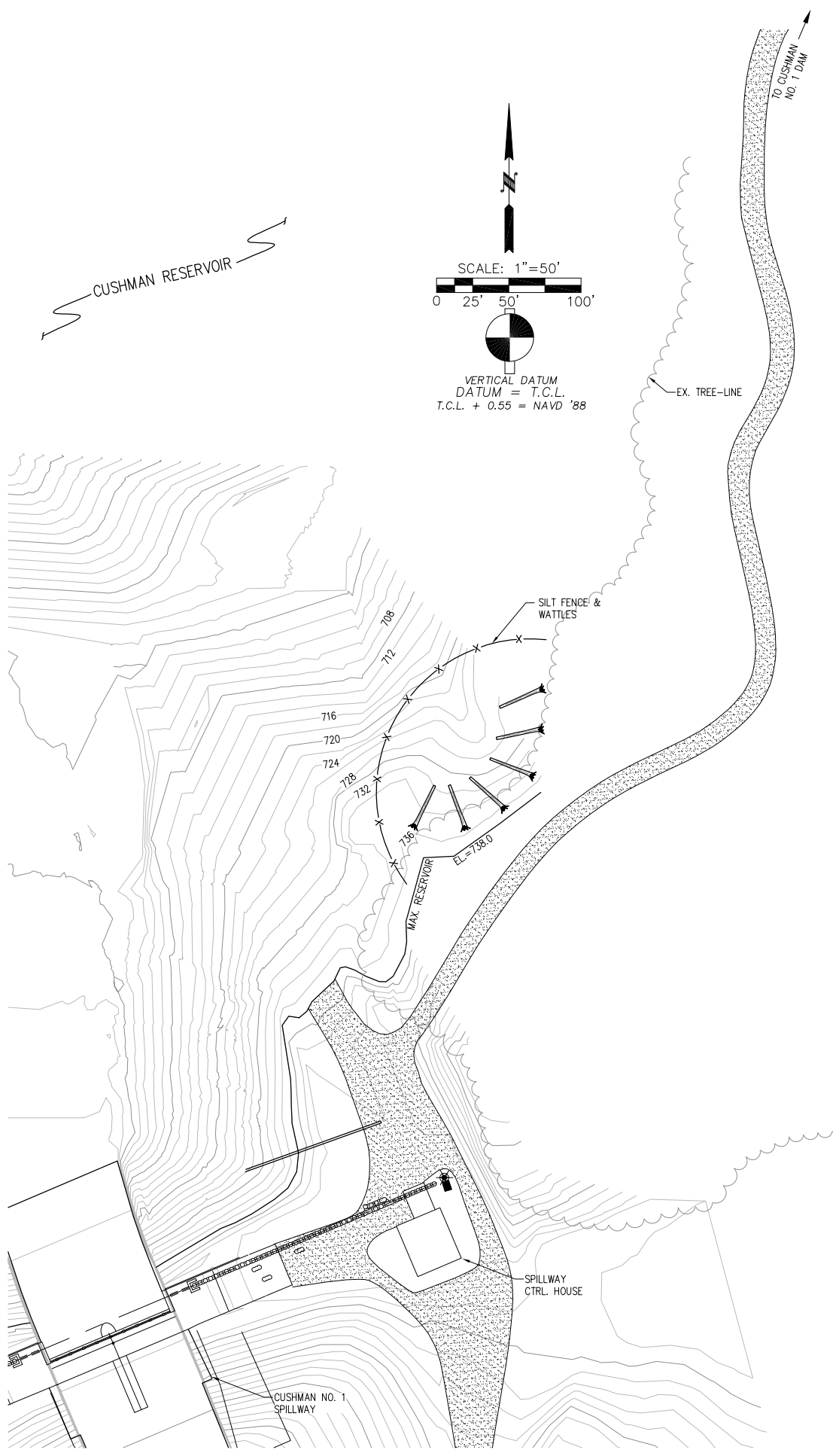


WALL - ELEVATION VIEW
SCALE: 1"=10'

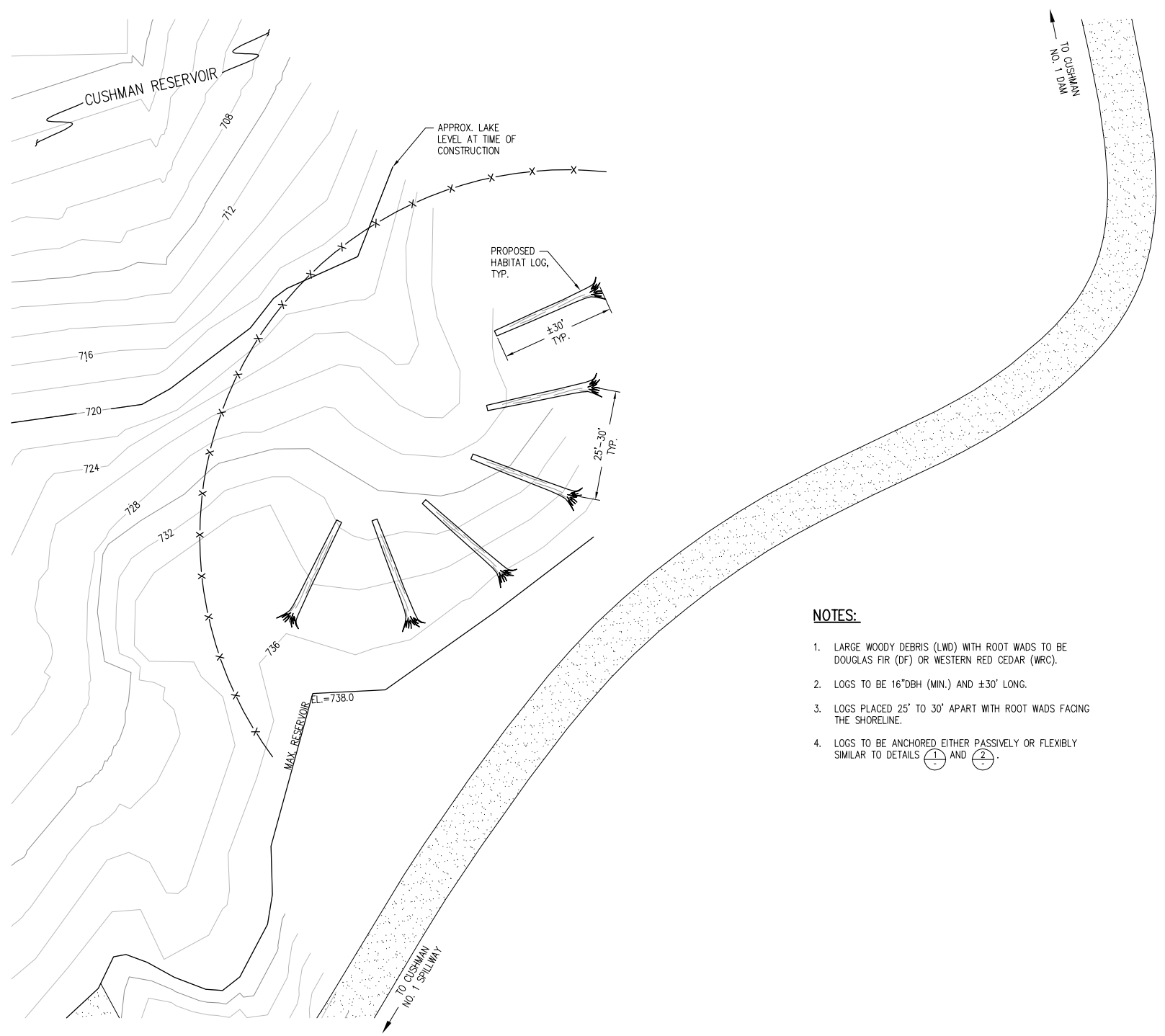


NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECKED	STAMPED
CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES LIGHT DIVISION					
CUSHMAN 1 DAM RIGHT ABUTMENT ACCESS RD. EROSION REMEDIATION CROSS SECTIONS					
DESIGNED	DATE		DRAWN	STAMPED	
KES	7/21/12		JCH	SDF	
APPROVED	DRAWING NO.				
BP309					

REV. NO. 0

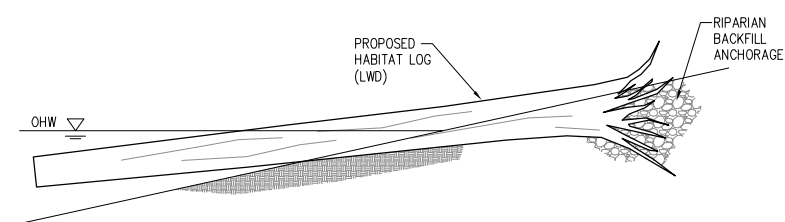


FISH HABITAT MITIGATION - AREA VIEW
SCALE: 1"=50'

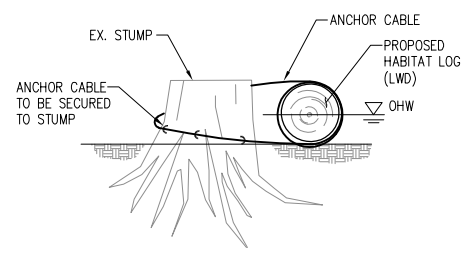


FISH HABITAT MITIGATION - SITE PLAN & LAYOUT
SCALE: 1"=10'

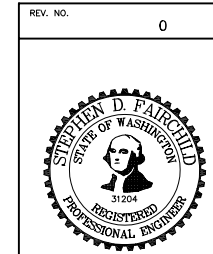
- NOTES:**
1. LARGE WOODY DEBRIS (LWD) WITH ROOT WADS TO BE DOUGLAS FIR (DF) OR WESTERN RED CEDAR (WRC).
 2. LOGS TO BE 16"DBH (MIN.) AND ±30' LONG.
 3. LOGS PLACED 25' TO 30' APART WITH ROOT WADS FACING THE SHORELINE.
 4. LOGS TO BE ANCHORED EITHER PASSIVELY OR FLEXIBLY SIMILAR TO DETAILS ① AND ②.



① EMBEDDED LOG ANCHORAGE DETAIL
NOT TO SCALE



② LOG TO STUMP ANCHORAGE DETAIL
NOT TO SCALE



NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECKED	STAMPED
CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES LIGHT DIVISION					
CUSHMAN 1 DAM RIGHT ABUTMENT ACCESS RD. EROSION REMEDIATION FISH HABITAT MITIGATION					
DESIGNED	DRAWN				
KES	JCH				
DATE	STAMPED				
7/21/21	SDF				
DRAWING NO.					
BP310					

APPENDIX B

**Cushman Dam #1 Abutment and Service Road
Erosion Repair**

Water Quality Protection Plan (WQPP)

10/07/2019 — 1/31/2021



Tacoma Power

8/18/2020

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Introduction

General purpose of the WQPP

The Water Quality Protection Plan (WQPP) is a compliance tool that provides the Washington State Department of Ecology (Ecology) with “reasonable assurance” of the protection of water quality.

Existing permits and regulations

Permits/Certifications/Regulations	Number	Date(s)
401 WQC	7158	4/19/2010
WAC 173-201A-200	Char Spawning and Rearing (see “Project Information” for Numeric Criteria)	
HPA	2019-6-427+01	10/7/2019 — 1/31/2021
USACE 404 Nationwide	NWS-2018-971-WRD	3/19/2017 — 3/18/2022
Shoreline Substantial Development	SHR2019-00010	10/4/2019 — 10/4/2021

Project Summary

- Project/Site Name: Cushman Dam #1 - Erosion Repair
- Street/Location: 52 N Cooper Hawk Pl
- City: Hoodspport
- County: Mason
- State: WA
- Zip code: 98548
- Parcel Number: 42205-00-60000
- Location (lat/long): 47.4216, -123.2223
- Waterbody: Lake Cushman
- FERC License Number: 460

This document presents the Water Quality Protection Plan (WQPP) for activities associated with the Cushman Dam #1 Abutment and Service Road Erosion Repair Project located in Mason County, Washington. Activities performed under this WQPP are covered by Tacoma Power’s Hydraulic Project Approval (HPA), Cushman Dam #1 - Erosion Repair (2019-6-427+01), issued by the Washington Department of Fish and Wildlife (WDFW). The HPA covers the period 10/7/2019 through 1/31/2021.

This WQPP describes the project area, activities performed, and Best Management Practices (BMPs) utilized to prevent environmental degradation resulting from the actions. The Washington Department of Ecology (Ecology) regulates hydroelectric projects as it relates to Section 401 Water Quality Certification (WQC) of the Federal Water Pollution Control Act (Clean Water Act 33) (U.S.C § 1341). Specific WQC conditions for the Cushman Hydroelectric Project (FERC No.460) are found in the WQC dated 4/19/2010 (Order 7158). Tacoma Power, per Ecology’s guidance, has prepared this WQPP to comply with the above referenced documents.

It is our intent to proceed with this work as soon as Ecology has provided written approval of this document and all required permits have been obtained.

Project Description:

A portion of the existing service road serving the south side of the Cushman Dam #1 has been eroded over time by weather and wave action from Lake Cushman. The eroded area extends immediately from the south end of the dam for a distance of approximately 123 feet. The project includes construction of a concrete block wall approximately 123 feet long along the lake side of the service road to reinforce the road, dam abutment and bank area. The project will include excavation of approximately 150 cubic yards of existing soil from the eroding slope area. A pre-cast concrete block wall, approximately 75 cubic yards (65 blocks total), will be constructed of stacked blocks at the base of the excavated area. Approximately 150 cubic yards of quarry spalls will be used as backfill and base fill for the wall. Approximately 200 cubic yards of one to two man rock will be used to fill in the toe of the wall to prevent undermining of the structure by erosive wave action and reservoir fluctuations. Vegetation removal will be limited to a few existing undermined trees and scattered brush within the eroding slope area.

Large woody debris (LWD) will be placed along the shoreline within a cove located south of the pre-cast block wall site. The intent of the LWD placement is to mitigate for the area of armoring by providing additional structural complexity within the reservoir. The LWD mitigation area presently consists of gravel and cobble and is equal to or slightly greater in total shoreline length than the area where the pre-cast block wall will be constructed. LWD will be partially embedded within the bed of the reservoir to ensure long-term stability and encourage recruitment of additional LWD to the area.

Project Location:

Cushman Dam #1 is located approximately 5 miles West of the town of Hoodspport, WA, with access from WA-119 N. The eroded area extends immediately from the south end of the dam for a distance of 123 feet and is accessed by an existing service road. Cushman #1 Dam's spillway is located approximately 450 meters southwest of the dam along the service road.

Project Narrative

The purpose of the project is to reduce or eliminate, to the extent possible, erosion along the south abutment of the Cushman #1 Dam and along the northwest side of an existing service road that provides access between Cushman Dam #1 and its associated spillway located to the southwest. The access road also provides access to Tacoma Power's woody debris management site and other Tacoma Power lands west of the dam. Work will occur both upland and below ordinary high water. However, construction is scheduled to occur during reservoir drawdown to facilitate working in the dry and therefore no in-water work is anticipated. Equipment anticipated to be utilized includes long reach excavators, dozers, forklifts and heavy trucks.

Vegetation removal will be limited to a few undermined existing trees (black cottonwood and Douglas fir) and brush within the eroding slope area. Once vegetation is removed, excavation of the slope area will begin to establish a base for the pre-cast block wall. Approximately 150 cubic

yards of material will be removed and temporarily stored on the service road before being used as backfill to restore the service road following installation of the pre-cast block wall. To minimize or eliminate turbidity impacts or discharges, removed spoils will not be allowed to dewater over water or along shorelines and temporarily stored materials will be covered as appropriate. Special attention will be given to avoid/minimize disturbance of the shoreline and non-targeted substrate during all actions.

Once the excavation phase of the project is complete, compacted 2"-4" quarry spalls capped with 5/8" minus rock over varying thickness per the project plans will be placed as base material for the pre-cast blocks. As the pre-cast block wall is constructed it will be backfilled with a 2' layer of 2"-4" quarry spalls for drainage. Approximately 150 cubic yards of quarry spalls will be used for base rock and backfill. The toe of the wall will be backfilled with a 10' wide mixture of 1-2 man rock and 4"-8" spalls, estimated to be approximately 200 cubic yards of material, to prevent erosion and undermining. All materials will be temporarily stored upland on the service road above the site or near the spillway in an open staging areas as necessary, and will be covered as appropriate. Following construction of the pre-cast wall and placement of rock, the remaining excavation spoils will be placed along the service road and graded to restore the service road to pre-erosion conditions.

Based on consultation with the Washington Department of Fish and Wildlife (WDFW), LWD will be placed in an area within the reservoir below full pool elevation. The intent of the placement is to provide mitigation for the area of shoreline armoring. The mitigation will result in no net loss (and potentially a net gain in habitat functionality) of aquatic habitat and functions. Mitigation is limited to placement of LWD, so minimal maintenance and monitoring will occur annually. Planned periodic monitoring will be performed a minimum of twice annually to document the retention of the LWD on site.

Site maps included in the section below illustrate the locations of activities, compliance points and associated Best Management Practices (BMPs) employed to minimize environmental impacts to the aquatic and terrestrial communities.

General Work Sequence

- 1) Install BMPs
- 2) Grub and clear undermined existing trees (black cottonwood and Douglas fir) and brush within the eroding slope area
- 3) Excavate of slope area
- 4) Install base rock for pre-cast concrete block wall
- 5) Construct pre-cast concrete block wall, backfill behind pre-cast concrete wall with spalls and with larger rock at the toe of wall as construction progresses
- 6) Place excavation spoils along service road and grade to restore service road to pre-erosion conditions

- 7) Place partially embeded LWD for mitigation requirements
- 8) Remove BMPs, clean-up and demobilize from site

Near- and/or In-Water Work

Near- and/or in-water work will occur during the entire construction of the project. The toe of the wall is located below the ordinary high water mark, however construction is scheduled to occur during a drawdown of the water, therefore no in-water work is anticipated. BMPs will be installed to separate the construction area from the reservoir.

Specific Near- and/or In-Water Work Areas/Activities

1. Grubbing and clearing

Location of Activities and Associated BMPs:

Within the eroded slope area. See Figures 3 and 4.

Description of Activities:

Vegetation removal will be limited to a few undermined existing trees (black cottonwood and Douglas fir) and brush within the eroding slope area to facilitate excavation. Trees and brush/shrubs will be cleared and loaded onto heavy trucks through utilization of handtools (chainsaws) and excavators before being transported to the Cushman Debris Management site (located adjacent to the Cushman Dam #1 Spillway) for disposal.

2. Excavation of slope material

Location of Activities and Associated BMPs:

Extending approximately 123 feet southwest from the Cushman Dam #1 south abutment, see Figures 3 and 4.

Description of Activities:

A long reach excavator will be employed to remove approximately 150 cubic yards of material from the eroded slope area. Spoils will be temporarily stored on the existing service road before being utilized as backfill and surface grading material to restore the service road to pre-erosion conditions. Stockpiles will be covered as appropriate. BMPs will be installed between the excavation area and the wetted reservoir to prevent and/or reduce the potential for turbid discharges to the reservoir in the event of unfavorable weather conditions.

3. Rock and pre-cast concrete block wall installation

Location of Activities and Associated BMPs:

Extending approximately 123 feet southwest from the Cushman Dam #1 south abutment, see Figures 3 and 4.

Description of Activities:

A forklift, long reach excavator and heavy trucks will be utilized for installation of the compacted base rock material, pre-cast concrete blocks, drainage rock, backfill rock and toe erosion rock.

4. Placement of Large Woody Debris for mitigation

Location of Activities and Associated BMPs:

Located southwest of the pre-cast concrete block wall construction site, See Figures 1, 5 and 6

Description of Activities:

Excavators will be used to place and securely embed LWD along the shoreline in the mitigation location agreed upon between Tacoma Power and WDFW. BMPs will be installed between the mitigation installation area and the wetted reservoir to prevent and/or reduce the potential of turbid discharges to the reservoir in the event of unfavorable weather conditions.

Near- and/or In-water Best Management Practices (BMPs)

General Near- and/or In-Water BMPs

- 1) Equipment utilized will be free of external petroleum based products while working in- or near-water.
- 2) Accumulations of soils or other debris will be removed from the drive mechanisms and undercarriage of utilized equipment prior to performing work.
- 3) Equipment will be checked for leaks and necessary repairs prior to commencing in- or near-water actions.
- 4) Equipment will be positioned to protect and minimize disturbance to riparian vegetation.
- 5) Equipment will remain on developed roadways and structures as practical.
- 6) Equipment will operate below ordinary high water but drive mechanisms (wheels, tires, tracks, etc.) will not enter the wetted perimeter when possible.
- 7) Refueling activities will be performed a minimum of 50 feet from waters of the state.
- 8) All equipment and fuel will be stored with 110% fuel capacity, and visually inspected daily.
- 9) Water quality will be monitored as appropriate (see Monitoring section below)

Site-Specific Near- and/or In-Water BMPs

The following near- and in-water BMPs may be utilized and are included in the attached site plans.

Coir Log
Construction Access Road (existing)
Dust Control (if needed)
Plastic Covering
Silt Fence
Straw Log

Additional BMPs, details, and installation guidelines can be found in WSDOT's [Best Management Practices](#), [Regional Road Maintenance Program List of BMPs](#), and [Best Management Practices Field Guide for ESA § 4 \(d\) Habitat Protection](#).

Links:

- WSDOT Best Management Practices
<https://www.wsdot.wa.gov/sites/default/files/2008/01/25/part2-bestmanagementpractices-regionalroadmaintenance.pdf>
- Regional Road Maintenance Program List of BMPs (*contains additional topics*)
<https://www.wsdot.wa.gov/sites/default/files/2008/01/25/Regionalroadsidemaintenanceguidelines-BMPs.pdf>
- WSDOT Best Management Practices Field Guide for ESA § 4 (d) Habitat Protection (*guidance for maintenance crews that work with sensitive priority areas*)
<https://www.wsdot.wa.gov/sites/default/files/2008/01/25/bestmanagementpracticesfieldguide-regionalroadmaintenance.pdf>

Upland Work

Upland work will include on-site transport of materials, storage of materials/spoils on the service road and/or near the Cushman Dam #1 spillway and grading of the existing service road following completion of construction and backfilling associated with the pre-cast concrete block wall.

Specific Upland Work Areas/Activities

1. Material/spoils transport and storage

Location of Upland Activity and Associated BMPs:

Service road adjacent to the site and/or near the Cushman Dam #1 spillway, see Figure 1.

Description of Activities:

«Title_Project_Name»

Materials/spoils will be transported along the identified haul route through potential utilization of forklifts, excavators, dozers and/or heavy trucks. Materials/spoils will be temporarily stored for use in construction of the project. Material/spoils will be covered as appropriate and dependent on weather conditions. Perimeter containment BMPs will be deployed as needed and appropriate for conditions and use.

2. Final backfilling and grading of the existing service road

Location of Upland Activity and Associated BMPs:

Along the existing service road adjacent to the completed pre-cast concrete block wall. See Figures 3 and 4.

Description of Activities:

Materials and spoils temporarily stockpiled along the service road will be used for additional backfill on the service road. Material will be placed and graded through utilization of excavators and dozers to restore the road to the desired pre-erosion grade and conditions. BMPs will be installed to prevent runoff.

Upland Erosion, Sediment, and Pollution Control Best Management Practices (BMPs)

This Water Quality Protection Plan (WQPP) describes Best Management Practices (BMPs) associated with the Cushman Dam #1 - Erosion Repair. Personnel noted in the Relevant Project Contacts section below will ensure proper implementation and effectiveness of the WQPP. Should the measures initially installed prove to be inadequate, the personnel identified in the Relevant Project Contacts section will immediately implement additional measures to protect receiving waters. Where appropriate, additional contingency measures are not limited to those mentioned. This plan recognizes the obligation to employ all known and reasonable methods of prevention, control and treatment (AKART) to prevent pollution of the waters of the State of Washington. Appropriate BMPs to prevent erosion and sedimentation, and identify, reduce, eliminate or prevent water pollution associated with construction activities will be implemented. BMPs utilized for this project, and methodologies for their proper installation are found in the [2019 Stormwater Management Manual for Western Washington](#).

This WQPP is a living document and adaptive management employing AKART is expected at all locations. The following upland BMPs may be utilized and are included in the attached site plans.

Site-Specific Upland BMPs

BMP C101: Preserving Natural Vegetation

BMP C103: High Visibility Fence

BMP C105: Stabilized Construction Entrance / Exit (existing)

BMP C107: Construction Road/Parking Area Stabilization (existing)

BMP C123: Plastic Covering
BMP C140: Dust Control (if needed)
BMP C150: Materials on Hand
BMP C153: Material Delivery, Storage and Containment
BMP C162: Scheduling
BMP C233: Silt Fence
BMP C235: Wattles

*See attached drawing(s) for proposed locations of actions, BMPs and compliance sampling points.

Monitoring Methods

Visual turbidity monitoring will be employed during dredging actions. Per WAC 173-201A-200 (1)(e)(i), a temporary area of mixing shall be as follows:

- (A) For waters up to 10 cfs flow at the time of actions, the point of compliance shall be one hundred feet downstream of the activity causing the turbidity exceedance.
- (B) For waters above 10 cfs up to 100 cfs flow at the time of actions, the point of compliance shall be two hundred feet downstream of the activity causing the turbidity exceedance.
- (C) For waters above 100 cfs flow at the time of actions, the point of compliance shall be three hundred feet downstream of the activity causing the turbidity exceedance.
- (D) For projects within or along lakes, ponds, wetlands, or other non-flowing waters, the point of compliance shall be at a radius of one hundred fifty feet from the activity causing the turbidity exceedance.

Applicable project criteria and information:

Aquatic Life Use Category: Char Spawning and Rearing

Aquatic Life Turbidity Criteria in Freshwater: 5 NTU over background when the background is 50 NTU or less; or A 10 percent increase in turbidity when the background turbidity is more than 50 NTU.

Temporary area of mixing for turbidity: 150 foot radius

Points of compliance

Turbidity Monitoring

For near- or in-water work, compliance points for each of the actions are illustrated in Figure 3 and Figure 5 and defined as follows:

1) Excavation and construction of pre-cast concrete block wall with associated actions

Compliance Point: 150 foot radius (from location where turbid discharge meets waters of the reservoir)

2) Placement and embedding of LWD along the shoreline of the mitigation site

Compliance Point: 150 foot radius (from location where turbid discharge meets waters of the reservoir)

Visual turbidity monitoring will be performed throughout project actions. If a visible turbidity plume is observed at a point of compliance, it will be documented on a site inspection form/logbook, actions will be suspended and Ecology's SWRO Federal Permit Coordinator, Carol Serdar (360-407-6269 or 360-742-9751) will be notified. Work stoppage will continue until the turbidity plume has completely dissipated and no visual difference in turbidity is perceived. A visible plume is defined as any difference between upstream of the action location and at the downstream compliance points, or outside of the 150-foot radius from the activity for work within a lake or reservoir. See attached list of contacts below.

Site Inspections

Daily site monitoring/inspections and any other required monitoring will be led by a qualified individual designated by Tacoma Power. A site monitoring/inspections log containing monitoring/inspection data (including tables) and comments will be kept on site at all times along with this WQPP. The qualified individual will examine discharge for the presence of suspended sediment, turbidity and discoloration. They will evaluate and document in the monitoring/inspection log the effectiveness of the installed BMPs and determine if repair or replacement of any BMP is warranted to improve the quality of project discharge. Any major changes to the WQPP and associated BMPs will be reviewed with Ecology.

Site Maps



Figure 1. Overview of project action areas.

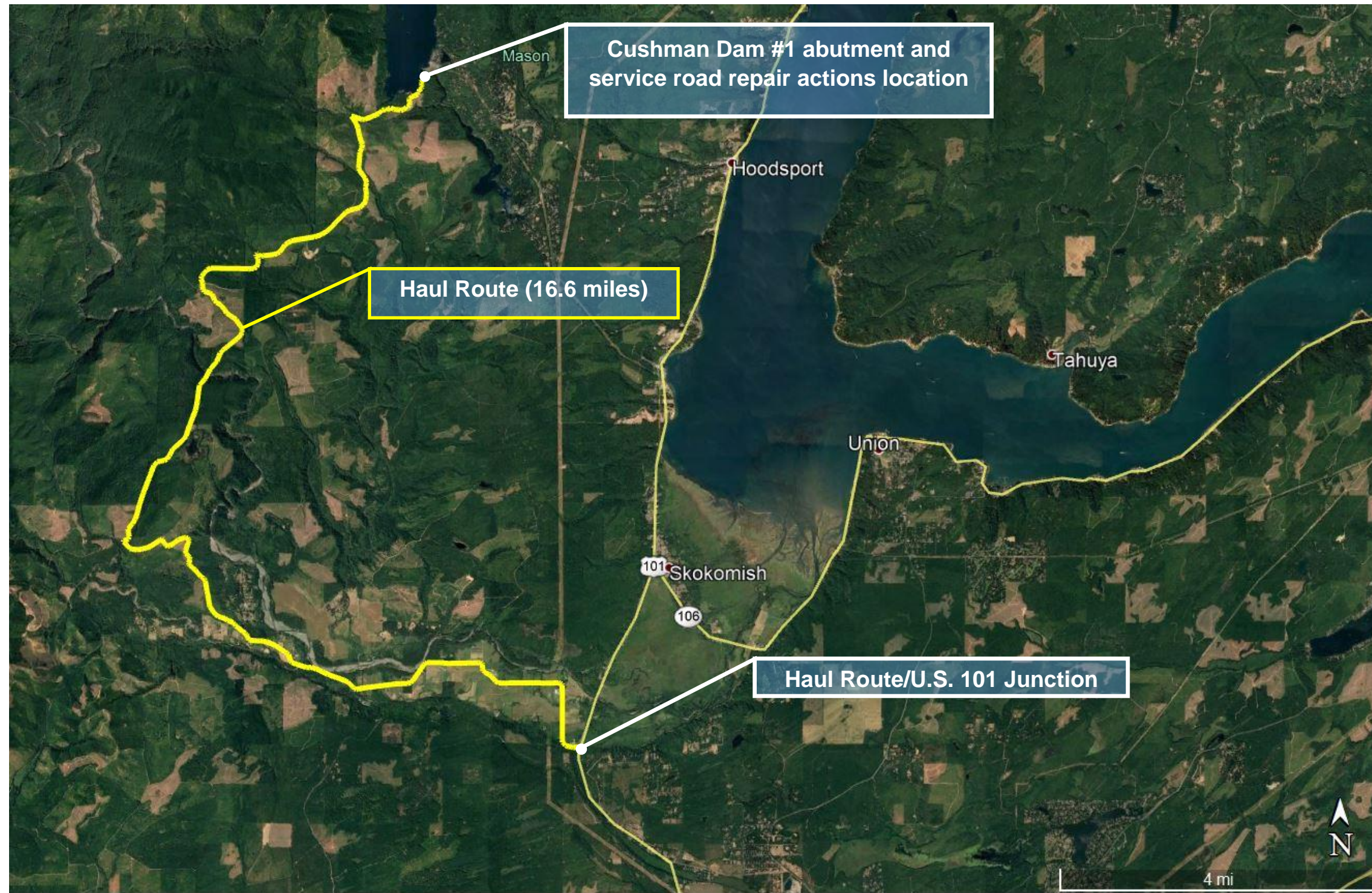


Figure 2. Haul route for construction equipment and materials from US 101 to the south side of Cushman Dam #1.



Figure 3. Cushman Dam #1 abutment and service road repair locations of actions, BMPs and compliance point.

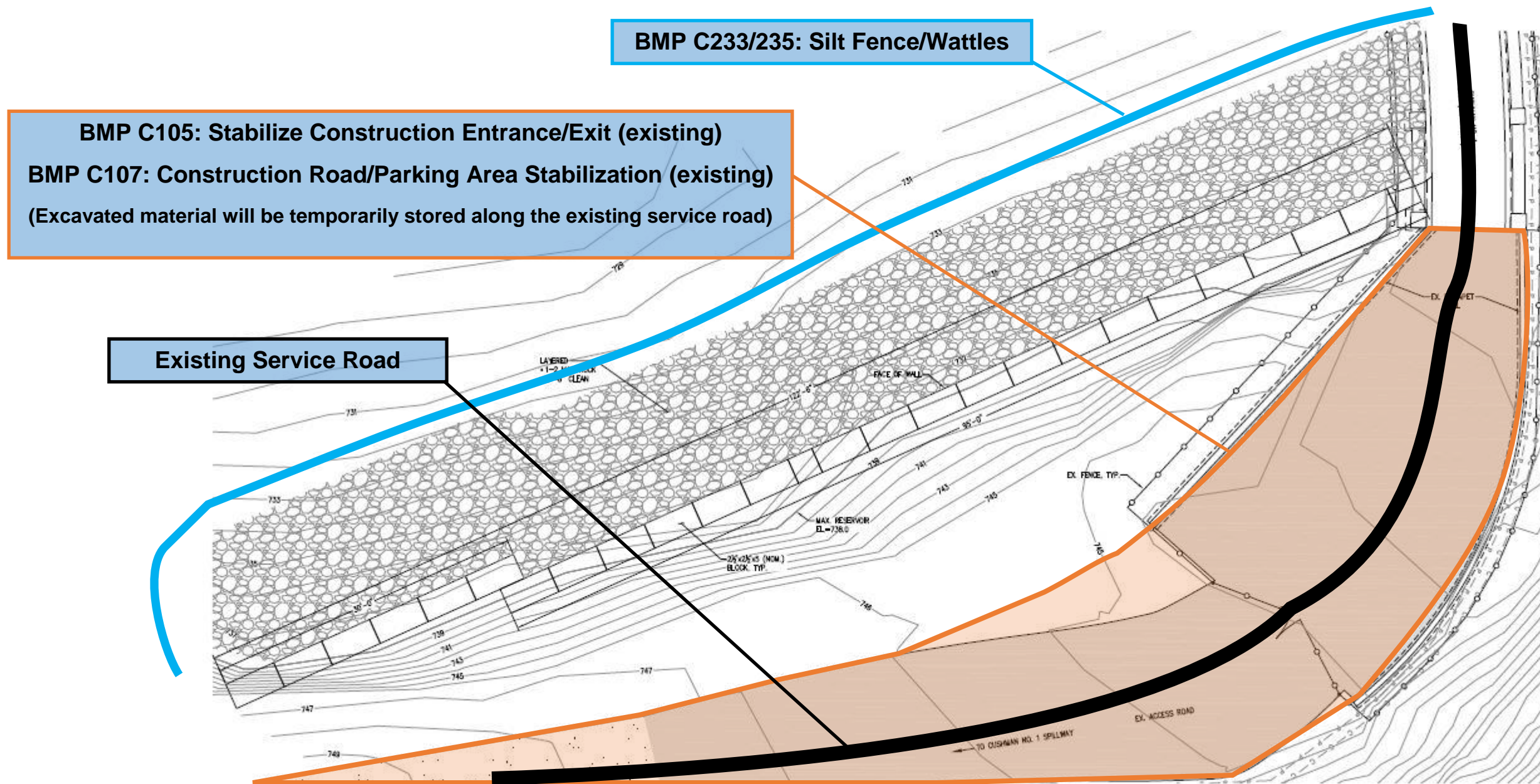


Figure 4. Engineered drawing illustrating pre-cast concrete block wall placement with toe rock and associated BMPs.

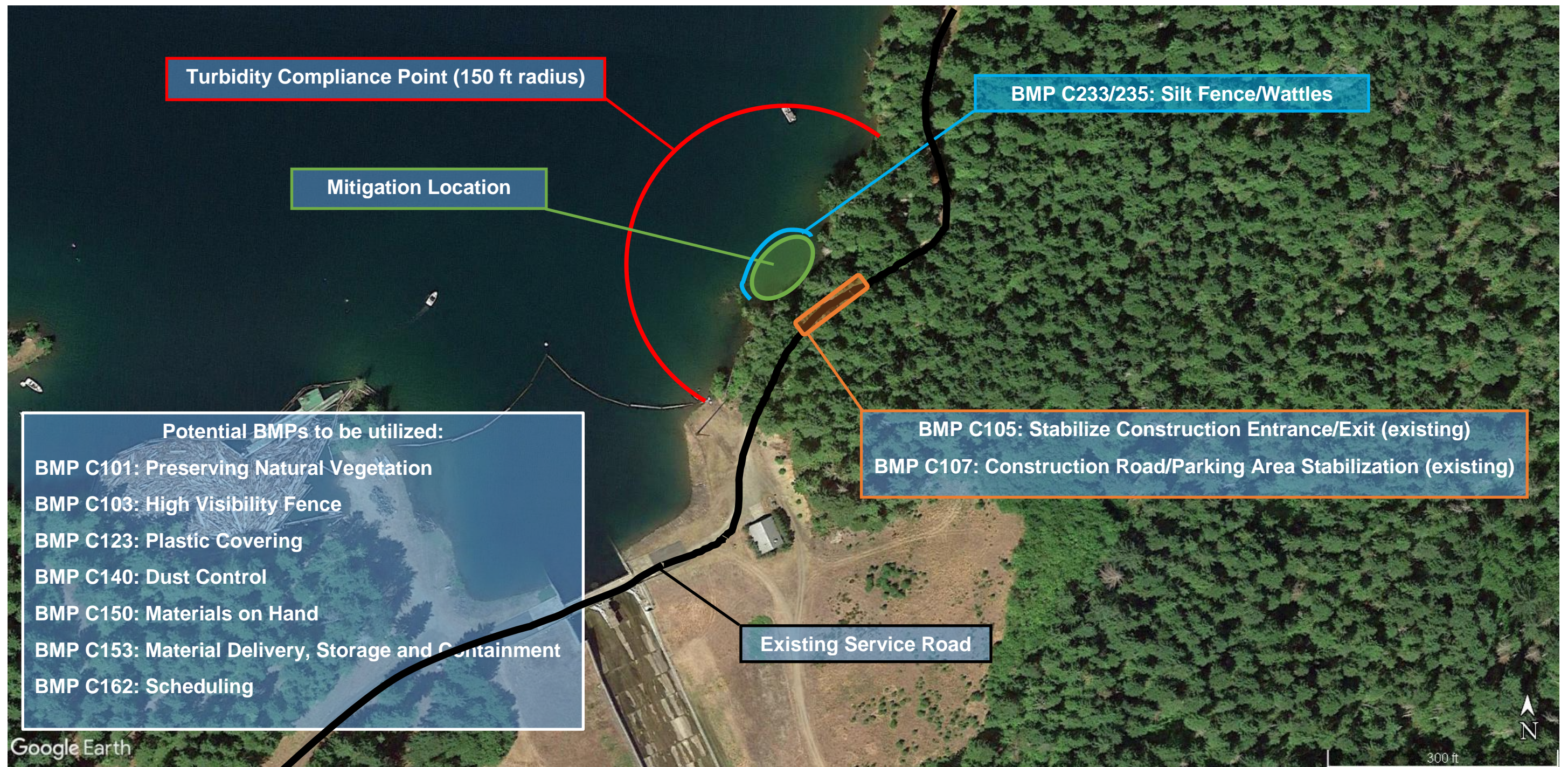


Figure 5. Mitigation location overview with associated action areas, BMPs and compliance point.

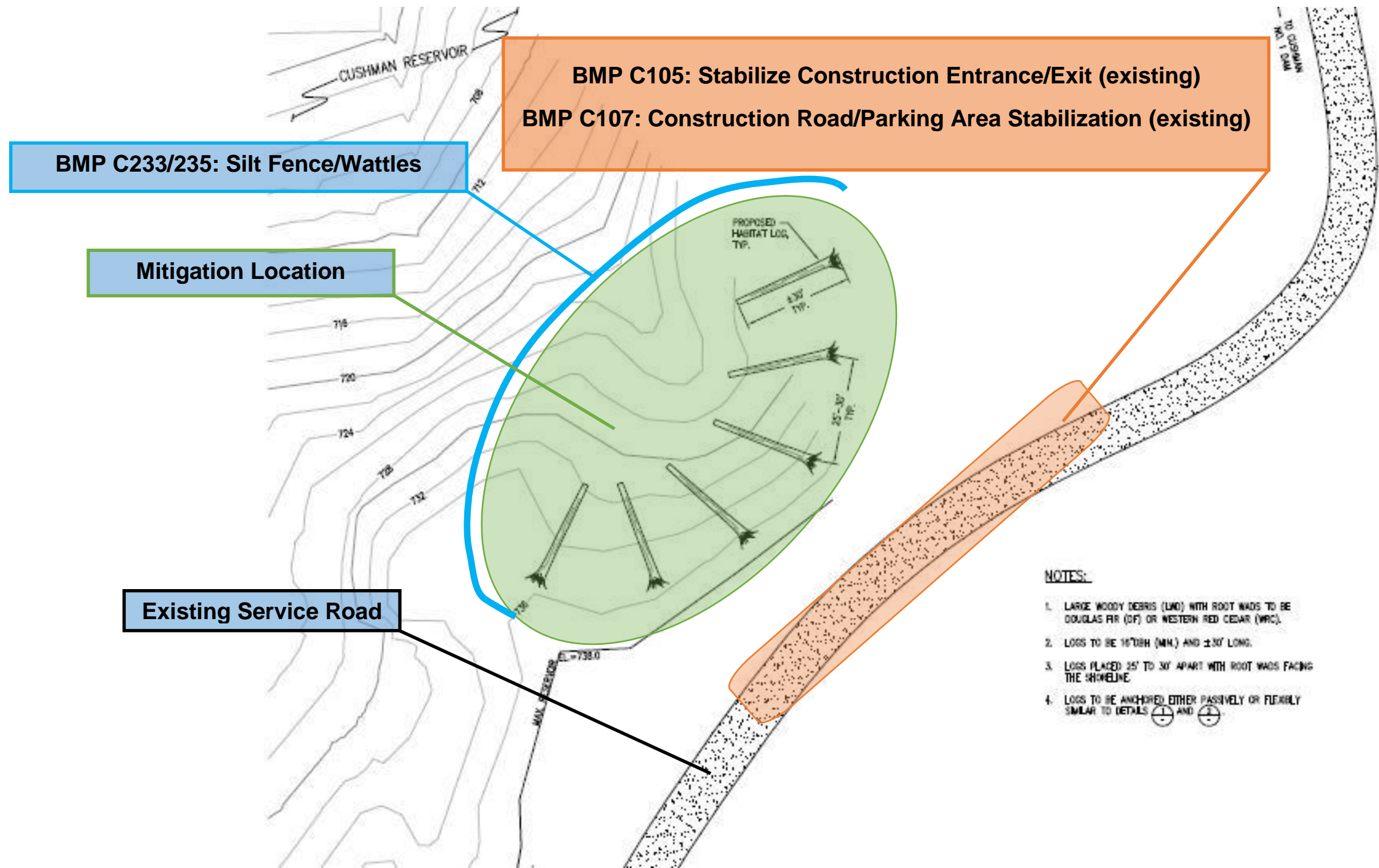


Figure 6. Engineer drawing of mitigation project plans.

Relevant Project Contacts

Table 1. Project contacts for actions associated with the Cushman Dam #1 - Erosion Repair.

Title	Name	Phone Contact	Email Contact
Field Crew Lead	Kevin Smith	Office: 253-779-7673 Cell: 253-514-5660	kesmith@cityoftacoma.org
Field Project Manager	Brad Ennis	Office: 253-779-7206 Cell: 253-381-1633	bennis@cityoftacoma.org
Ecology Contact	Carol Serdar	Office: 360-407-6269 Cell: 360-742-9751	cser461@ecy.wa.gov
WDFW Contact	Darrin Masters	Cell: 360-764-9942	darrin.masters@dfw.wa.gov
Emergency Owner Contact	Brad Ennis	Office: 253-779-7206 Cell: 253-381-1633	bennis@cityoftacoma.org
Monitoring Personnel	Kevin Smith	Office: 253-779-7673 Cell: 253-514-5660	kesmith@cityoftacoma.org