



City of Tacoma, WA

TACOMA POWER/GENERATION

REQUEST FOR BIDS

**CUSHMAN NO. 1 DAM RIGHT & LEFT-WING WALL
ANCHORING**

SPECIFICATION NO. PG26-0073F



**City of Tacoma
Tacoma Power/Generation**

**REQUEST FOR BIDS PG26-0073F
Cushman No. 1 Dam Right and Left-Wing Wall Anchoring**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, September 8, 2026

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

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our [mailto:](#) email server, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Include the specification number in the subject line of your email. Your submittal must be sent as an attachment, links to your electronic submittal will not be accepted.

For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Include the specification number on the outside of the sealed envelope. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@tacoma.gov

Maximum email size including attachments: 35 MB.
Multiple emails may be sent for each submittal.

Note: Email may pass through multiple servers before arriving at its destination. Please allow sufficient time for email delivery of submittals. Timely electronic delivery is at the risk of the supplier.

In Person:

Tacoma Public Utilities Administration Building North,
Main Floor, Lobby Security Desk
3628 South 35th Street
Tacoma, WA 98409
Monday – Friday 8:00 am to 4:30 pm

Bid Opening: Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 a.m. Attend a Zoom meeting [via this link](#) or call 1 (253) 215 8782, using meeting ID # 884 0268 0573, passcode # 070737.

Submittals in response to an RFP, RFQ or RFI will be recorded as received, but not read at bid opening. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

If you believe your submittal was sent timely and was not read at bid opening, please contact sendbid@tacoma.gov immediately.

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-Bid Meeting: A required pre-bid meeting will be held at 10:00 a.m. on Tuesday, August 18th, 2026, in the Cushman No. 2 Project Office, 21451 N US Highway 101, Shelton, WA 98584. Email rfoster1@tacoma.gov to confirm your attendance.

Project Scope: The supply, installation, and testing of ten (10) 61-strand restressable post-tensioned tiedown anchors and one (1) verification test anchor at the Cushman No. 1 Dam.

Estimate: \$7,000,000 - \$8,000,000

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

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

Title VI Information:

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Ryan Foster by email to rfoster1@tacoma.gov.

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.

SUBMITTAL CHECK LIST	5
SPECIAL NOTICE TO BIDDERS	7
1. GENERAL PROVISIONS	11
2. INSURANCE REQUIREMENTS	11
3. DESCRIPTION OF WORK	11
4. CALENDAR OF EVENTS	11
5. INQUIRIES	12
6. PRE-BID MEETING	12
7. DISCLAIMER	12
8. RESPONSIVENESS	12
9. AWARD	13
10. PREVAILING WAGE INFORMATION	13
11. BID BOND	14
12. PAYMENT AND PERFORMANCE BONDS	15
13. DELIVERY	16
14. WARRANTY	16
15. INSPECTION	16
16. COMPLIANCE WITH SPECIFICATIONS	16
17. MATERIALS AND WORKMANSHIP	17
18. ENVIRONMENTALLY PREFERABLE PROCUREMENT	17
19. LEAP REQUIREMENTS	17
20. EQUITY IN CONTRACTING	17
APPENDIX A	18
APPENDIX B	94
APPENDIX C	95
APPENDIX D	96
APPENDIX E	113
APPENDIX F	122
APPENDIX G	136

SUBMITTAL CHECK LIST

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

The following items make up your complete electronic submittal package (include all the items below):	
Content listed in Special Provisions Section 01300 – 1.1 Submittals Required/Requested With Bid. (Appendix A)	
Signature Page (Appendix E) To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.	
Price Proposal Form (Appendix E) The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.	
Bid Bond (Appendix E)	
Certification of Compliance with Wage Payment Statutes (Appendix E) Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).	
State Responsibility and Reciprocal Bid Preference Information (Appendix E) Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).	
List of Equipment Form (Appendix E)	
List of Subcontractor Categories of Work (Appendix E) Used on PWI projects with an estimate of \$1,000,000 dollars or more.	
After award, the following documents will be executed:	
City of Tacoma Contract (See sample in Appendix F) Must be executed by the successful bidder.	
Certificate of Insurance and related endorsements (Appendix G) Shall be submitted with all required endorsements	
Payment and Performance Bonds (See samples in Appendix F) Payment Bond and Performance Bond: Must be executed by the successful bidder and his/her surety company	
General Release (See sample in Appendix F)	

LEAP Program Requirements and Forms (Appendix G)	
--	--

SPECIAL NOTICE TO BIDDERS

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

The City may require bidders to furnish information, sworn or certified to be true, to demonstrate compliance with the City responsibility criteria set forth above. If the city manager or director of

utilities is not satisfied with the sufficiency of the information provided, or if the prospective respondent does not substantially meet all responsibility requirements, any submittal from such respondent must be disregarded.

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City's supplemental criteria by submitting a written request to the Purchasing Division via email to bids@cityoftacoma.org no later than 5:00

p.m. Pacific Time, three days prior to the submittal deadline. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

1. GENERAL PROVISIONS

City of Tacoma General Provisions apply. (Appendix G)

2. INSURANCE REQUIREMENTS

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

3. DESCRIPTION OF WORK

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for the Cushman No. 1 Dam Right and Left-Wing Wall Anchoring Project.

This project includes the supply, installation, and testing of ten (10) 61-strand restressable post-tensioned tiedown anchors and one (1) verification test anchor at the Cushman No. 1 Dam. The production anchors will be installed in the right and left wingwalls of the dam, five (5) per side, and will extend from the dam crest into the bedrock foundation.

The contractor shall supply all materials required to complete the work required by this contract.

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:

- Installation and Testing of Ten (10), 61-Strand Restressable Post-Tensioned Anchors
- Installation and Testing of One (1) Verification Test Anchor

Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality, and availability.

4. CALENDAR OF EVENTS

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

Contract may be issued after Public Utility Board and/or City Council approval.

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

Pre-Bid Meeting:	8/18/2026
Question Deadline:	8/21/2026

City response to Questions:	8/28/2026
Submittal Due Date:	9/8/2026
Anticipated Award Date, on or about:	September 2026
Public Utility Board/City Council Approval, on or about:	October 2026

5. INQUIRIES

- 5.1** Questions can be submitted to *Ryan Foster*, Senior Contracting and Procurement Specialist, via email to rfoster1@tacoma.gov. Subject line to read:
PG26-0073F – Cushman No. 1 Dam Right & Left-Wing Wall Anchor – *VENDOR NAME*
- 5.2** Questions are due by 3 pm on the date included in the Calendar of Events section.
- 5.3** Questions marked confidential will not be answered or included.
- 5.4** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 5.5** The answers are not typically considered an addendum.
- 5.6** The City will not be responsible for unsuccessful submittal of questions.
- 5.7** Written answers to questions will be posted alongside these specifications at www.tacomapurchasing.org.

6. PRE-BID MEETING

A **required** pre-bid meeting will be held at the date and time specified in the calendar of events, in The Cushman No. 2 Project Office, 21451 N US Highway 101, Shelton, WA 98584. A site showing will be conducted immediately after the pre-bid. It is the bidder's responsibility to assure they attend the site showing as scheduled.

7. DISCLAIMER

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

8. RESPONSIVENESS

Bid submittals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed

immaterial. The City also reserves the right to not award a contract or to issue subsequent RFB's.

9. AWARD

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

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

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

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

1. Compliance with specification.
2. Proposal prices, listed separately if requested, as well as a lump sum total
3. Time of completion/delivery.
4. Warranty terms.
5. Bidder's responsibility based on, but not limited to:
 - a) Ability, capacity, organization, technical qualifications and skill to perform the contract or provide the services required.
 - b) References, judgment, experience, efficiency and stability.
 - c) Whether the contract can be performed within the time specified.
 - d) Quality of performance of previous contracts or services.
6. Experience of company, superintendent and project manager as requested in Section 01300 – 1.1 Submittals Required/Requested With Bid.

10. PREVAILING WAGE INFORMATION

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

The project site is located in Mason County.

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

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

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

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

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

REQUIRED FILINGS

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

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.
3. For on-call contracts, retainage can be release annually.

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

11. BID BOND

The attached Bid Bond (Appendix E) must be executed by the person legally authorized to sign the bid and must be properly signed by representatives of the surety company unless the bid is accompanied by a certified check or cashier's check.

- 11.1** If a Bid Bond is used, the form furnished by the City must be followed; no variation from the language thereof will be accepted. The amount of the Bid Bond must be not less than five percent (5%) of the total amount bid; and, if shown in dollars and cents, the amount of said Bid Bond must be not less than the required five percent; or in lieu of dollars and cents, the bond may be completed by inserting therein, "five percent of the amount of the accompanying proposal". Bid Bonds will not be returned. Bid Bond should be submitted electronically with bid submittal. Hard copies should be postmarked no later than the submittal date.

11.2 If a certified or cashier's check is provided by the successful Respondent(s), the amount of their check will be refunded after award of the Contract, City's receipt of the signed Contract, and acceptance of the Performance Bond, if applicable. Unsuccessful Respondents providing certified checks will be refunded the amount of their check upon award of the Contract.

11.3 Failure to furnish a Bid deposit of a minimum of 5 percent shall make the bid nonresponsive and shall cause the bid to be rejected by the City.

A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any proposal bond shall be on the Contracting Agency's form and shall be signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify the minimum 5 percent required. The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

If submitting your bid electronically, A scanned version of the original bid bond or cashier's check shall accompany your electronic bid submittal. The original bid bond or cashier's check shall be sent to the Contracting Agency and received by the Contracting Agency within 7 calendar days of the bid opening, or the bidder may be deemed non-responsive.

Original bid bond or cashier's check will be delivered to:

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
3628 South 35th Street
Tacoma, WA 98409

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

12. PAYMENT AND PERFORMANCE BONDS

If a payment and performance bonds is stated herein, the required bond including power of attorney, will be 100 percent of the Contract total and is subject to the following requirements.

12.1 The City's payment and performance bonds forms must be used.

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

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

12.4 For a supply-type contract, a certified cashier's check or cash may be substituted for the bonds; however, this cash or check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

13. DELIVERY

13.1 Delivery shall be to the project site, 391 N Standstill Drive S, Hoodspport, WA 98548.

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

13.2 Hours of operation shall be Monday through Friday, 7:00 a.m. to 5:00 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

14. WARRANTY

Labor: Minimum three (3) year warranty.

Parts: Manufacturer's warranty or minimum one-year warranty whichever is greater.

Contractor shall arrive on-site once notified by the City for all warranty repairs during normal work hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. Repairs shall include free pick-up and delivery. Repairs must be completed, and vehicle returned within 48 hours of pick-up.

Contractor agrees to allow City to make minor warranty repairs where that is most cost effective and, if requested, contractor will credit City for cost of parts, but not labor.

Vendor will warrant goods according to the manufacturer's warranty guidelines. The start of the warranty commences once the goods are delivered and accepted by the City.

15. INSPECTION

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

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

16. COMPLIANCE WITH SPECIFICATIONS

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

17. MATERIALS AND WORKMANSHIP

The successful bidder shall be required to furnish all materials necessary to perform contractual requirements. Materials and workmanship for this contract shall conform to all codes, regulations and requirements for such specifications contained herein and the normal uses for which intended. Material shall be manufactured in accordance with the best commercial practices and standards for this type of goods. All literature and products must be packaged and labeled to sell in the United States.

18. ENVIRONMENTALLY PREFERABLE PROCUREMENT

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

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

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

19. LEAP REQUIREMENTS

This project has LEAP Requirements, see Appendix G for complete LEAP documentation.

20. EQUITY IN CONTRACTING

This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

APPENDIX A

Special Provisions and Technical Provisions

MASTER SPECIFICATION

SPECIFICATION NO. PG26-0073F

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

TABLE OF CONTENTS

DIVISION 1 - SPECIAL PROVISIONS

SECTION 01010 - SUMMARY OF WORK

- 1.1 PROJECT DESCRIPTION
- 1.2 PROJECT LOCATION
- 1.3 SITE SHOWING
- 1.4 COMMENCEMENT, PROSECUTION AND COMPLETION
- 1.5 SPECIFICATION FORMAT
- 1.6 CONTRACT WORK TIMES
- 1.7 QUALIFICATION OF CONTRACTORS
- 1.8 SPECIFICATIONS AND DRAWINGS

SECTION 01025 - MEASUREMENT AND PAYMENT

- 1.1 ADMINISTRATION
- 1.2 PROPOSAL ITEMS
- 1.4 FORCE ACCOUNT WORK
- 1.5 NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS OR WORK
- 1.6 AS-BUILTS

SECTION 01040 - PROJECT COORDINATION

- 1.1 PROJECT ENGINEER/LEAD
- 1.2 MEETINGS
- 1.3 PERMITS
- 1.4 FIELD ENGINEERING
- 1.5 COORDINATION WITH OTHERS
- 1.6 DIVISION OF WORK
- 1.7 LIMITATION OF CONTRACTOR'S WORK AREA/OR CONTRACTOR'S USE OF PREMISES
- 1.8 ARCHAEOLOGICAL INVESTIGATION
- 1.9 HAZARDOUS MATERIALS

- 1.10 CONTRACT CHANGES
- 1.11 DIFFERING SITE CONDITION
- 1.12 CONSTRUCTION PROGRESS SCHEDULES
- 1.13 PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS
- 1.14 CITY OCCUPANCY
- 1.15 SUPERINTENDENT
- 1.16 PROJECT MANAGER
- 1.17 CLEAN UP

SECTION 01300 - SUBMITTALS AND SHOP DRAWINGS

- 1.1 SUBMITTALS REQUIRED/REQUESTED WITH BID
- 1.2 DOCUMENTS REQUIRED AT PRECONSTRUCTION CONFERENCE
- 1.3 SUBMITTALS AND SHOP DRAWINGS DURING CONSTRUCTION

SECTION 01400 - QUALITY CONTROL

- 1.1 REFERENCE STANDARDS
- 1.2 INSPECTION, TESTING AND CERTIFICATION

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- 1.1 UTILITIES
- 1.2 JOB SHACK
- 1.3 ROADWAY AND TRAFFIC CONTROL
- 1.4 SECURITY AND ACCESS
- 1.5 SAFETY
- 1.6 PROTECTION OF ADJACENT AREAS DURING CONSTRUCTION
- 1.7 DUST CONTROL
- 1.8 TEMPORARY DRAINAGE PROVISIONS
- 1.9 POLLUTION CONTROL

SECTION 01600 - MATERIAL AND EQUIPMENT

- 1.1 QUALITY OF WORKMANSHIP AND MATERIAL
- 1.2 SALVAGEABLE AND NONSALVAGEABLE MATERIAL

SECTION 01700 - CONTRACT CLOSEOUT

- 1.1 DOCUMENTS REQUIRED UPON COMPLETION OF WORK

SECTION 01740 – SOILS AND DRILL SPOILS MANAGMENT

- 1.1 SECTION INCLUDES
- 1.2 MANAGEMENT AND ANALYSIS OF WASTES
- 1.3 CODES, LAWS AND REGULATIONS
- 2.1 GENERAL

DIVISION 2 - SITE WORK

SECTION 02 03 41 – SELECTIVE DEMOLITION AND REPAIR

- 1.1 SUMMARY

1.2 MEASUREMENT AND PAYMENT

1.3 REFERENCES

1.4 SUBMITTALS

1.5 DEMOLITION LOCATION

2.1 GENERAL

2.2 REPAIR MATERIALS

3.1 GENERAL

3.2 DEMOLITION

3.3 SURFACE PREPARATION

SECTION 02 32 19 – EXPLORATORY DRILLING AND TELEVIEWER

1.1 SUMMARY

1.2 MEASUREMENT AND PAYMENT

1.3 REFERENCES

1.4 QUALITY ASSURANCE

1.5 SUBMITTALS

1.6 PILOT HOLE LOCATIONS

2.1 DOWNHOLE TELEVIEWER SYSTEM

3.1 DRILLING PROCEDURES

3.2 TELEVIEWER PROCEDURE

DIVISION 31 - EARTHWORK

SECTION 31 68 13 – TIEDOWN ANCHORS

1.1 SUMMARY

1.2 REGULATORY REQUIREMENTS

1.3 REFERENCES

1.4 QUALITY ASSURANCE

1.5 GROUND CONDITIONS

1.6 SUBMITTALS

1.7 QUALIFICATIONS

1.8 ANCHOR LOCATIONS

2.1 GENERAL

2.2 ADMIXTURES

2.3 AGGREGATES

2.4 ANCHORAGE DEVICES

2.5 BONDBREAKER

2.6 PRIMARY AND SECONDARY CEMENT GROUT

2.7 CENTRALIZERS

2.8 CONSOLIDATION GROUT

2.9 CONVERSION COUPLER

2.10	CORROSION-INHIBITING COMPOUND
2.11	END CAPS
2.12	GROUT TUBES
2.13	HEAT SHRINKABLE SLEEVES
2.14	PRESTRESSING STEEL
2.15	PRESTRESSING STEEL COUPLERS
2.16	SHEATH
2.17	SPACERS
2.18	STRESSING BARS AND ANCHORAGE
2.19	TENDON BOND LENGTH ENCAPSULATIONS
2.20	WATER
3.1	EQUIPMENT LIMITATIONS
3.2	CORROSION PROTECTION
3.3	TENDON STORAGE AND ANCHORAGE
3.4	TENDON FABRICATION
3.5	PRECONSTRUCTION MEETING
3.6	EXPLORATORY DRILLING OF ANCHOR HOLE
3.7	DRILLING
3.8	WATER TIGHTNESS TESTING
3.9	TENDON INSERTION
3.10	GROUTING
3.11	ANCHORAGE INSTALLATION
3.12	STRESSING, LOAD TESTING, AND ACCEPTANCE
3.13	DRILLING AND GROUTING SPOILS
4.1	FIELD QUALITY CONTROL

DIVISION 1 - SPECIAL PROVISIONS

SECTION 01010 - SUMMARY OF WORK

1.1 PROJECT DESCRIPTION

This project includes the supply, installation, and testing of ten (10) 61-strand restressable post-tensioned tiedown anchors and one (1) verification test anchor at the Cushman No. 1 Dam. The production anchors will be installed in the right and left wingwalls of the dam, five (5) per side, and will extend from the dam crest into the bedrock foundation.

The contractor shall supply all materials required to complete the work required by this contract.

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:

- Installation and Testing of Ten (10), 61-Strand Restressable Post-Tensioned Anchors
- Installation and Testing of One (1) Verification Test Anchor

A. CONCEPT OF SCHEDULE

Notice to proceed is estimated for October 2026. Fish collection will resume in Lake Cushman on March 15, 2027, and will restrict operations in the lake and on the dam deck, primarily on the left wingwall. This is described further in Section 01040 - 1.5 Coordination With Others.

1.2 PROJECT LOCATION

This project is located at the Cushman No. 1 Dam, 391 N Standstill Drive S, Hoodspport, WA 98548. 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 Tuesday, August 18th, 2026, at 10:00 a.m. 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 one hundred and thirty (130) **working days** after the date of notification to commence work. If the contractor fails to complete all work within one hundred and thirty (130) **working 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 demolition will be started.

1.5 SPECIFICATION FORMAT

This specification is written and formatted for use with WSDOT 2026 Standard 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 ensure 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 2.14 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.

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. See qualification submittals requested at bid in Section 01300 - Submittals and Shop Drawings. 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 contract documents, a list of all subcontractors, including each subcontractor's address, telephone number, and contact person to be used on this project.

B. QUALIFIED SUPERINTENDENT

The contractor shall employ a competent superintendent as referenced in Section 01040 – Project Coordination, Paragraph 1.15 – Superintendent.

C. QUALIFIED PROJECT MANAGER

The contractor shall employ a competent project manager as referenced in Section 01040 – Project Coordination, Paragraph 1.16 – Project Manager.

1.8 SPECIFICATIONS AND DRAWINGS

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

Drawings for Bid (Included in 75% Basis of Design Memorandum – Appendix B)

<u>Drawing No.</u>	<u>Title</u>
G-1	Cover Sheet
G-2	Notes
C-1	Site Aerial View
C-2	Staging and Access Areas
C-3	Site Aerial View
C-4	Dam Aerial View
S-1	Plan View
S-2	Right Wing Wall Plan View
S-3	Left Wing Wall Plan View
S-4	Upstream Elevation View
S-5	Downstream Elevation View
S-6	Section View I
S-7	Section View II
S-8	Section View III
S-9	Section View IV
S-10	Section View V
S-11	PT Anchor Details & Sch
S-12	PT Anchor Head Details

Drawings for Reference (Included in 75% Basis of Design Memorandum – Appendix B)

<u>Drawing No.</u>	<u>Title</u>
Exhibit F-1	Cushman Power Plant No. 1 – General Layout
BA 027	Upstream Elevation
BA 028	Downstream Elevation
BA 034	Typical Section
BS 372	Right Abutment Drainage Adit – Geological Cross Sections
BA 077	Drainage Adit Layout Plan
BA 022	Details of Parapet
BA 080	Rock Anchor System – Plans and Details
BP2802	Floating Surface Collector Installation & Mooring Site Plan

Reports for Reference Supplied at Bid

Title

75% Basis of Design Memorandum (Appendix B)

75% Geotechnical Data Report (Appendix C)

Draft Water Quality Protection Plan (Appendix D)

Reports for Reference Supplied after Award

Title

100% Basis of Design Memorandum

100% Geotechnical Data Report

Construction Drilling Program Plan (DPP)

Quality Control Inspection Plan (QCIP)

Temporary Construction Emergency Action Plan (TCEAP)

Final Water Quality Protection Plan (WQPP)

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.

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

1.1 ADMINISTRATION

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 progress payments under the contract.

Approximately once a month, the project engineer shall make an estimate of the work completed or done by the contractor, and such estimates will be made by measurement or approximation at the option of the engineer. The engineer's determination of progress payments shall be conclusive. The City will not pay for material not under City control.

Modify Section 2.15 of the General Provisions as follows.

Invoices shall be emailed to the contact provided below for approval prior to submitting in Ariba system:

Kevin Smith
Tacoma Power/Generation Engineering
kesmith@tacoma.gov

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 is 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 15-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 also includes general conformance with Water Quality Protection Plan (WQPP) excluding the activities directly associated with Drilling, Grouting and handling of process water and spoils which will be covered under the applicable items below. This includes installation and maintenance of all Best Management Practices (BMPs), inspections, monitoring, and documentation as required per the WQPP.

Phases of this job may require multiple mobilizations/demobilizations by some trades/subcontractors. Mobilization/demobilization will only be paid once regardless of the number of mobilizations.

60-percent of the bid amount will be paid upon completion of the initial mobilization and job site preparation. The remaining 40-percent will be paid upon completion of all site restoration and clean up.

2. PILOT HOLE EXPLORATORY DRILLING

A. MEASUREMENT

Shall be measured by the linear foot (LF).

B. PAYMENT

Exploratory holes will be drilled at all tiedown anchor locations, including the verification test anchor, as indicated on the contract drawings. The contract price shall be full compensation for performing exploratory drilling, and logging of pilot holes including all necessary labor, materials, and equipment. This includes conformance with the WQPP to install and maintain BMPs associated with drilling and to contain, test, and properly dispose of any spoils and drill water as necessary.

Payment shall be made for the linear foot bid price completed in accordance with the attached plans and specifications, including Section 02 32 19 – Exploratory Drilling and Video Inspection.

3. PILOT HOLE TELEVIEWER

A. MEASUREMENT

Shall be measured per each (EA)
Section 01025
Spec No. PG26-0073F

B. PAYMENT

Exploratory holes will be drilled at all tiedown anchor locations, including the verification test anchor, as indicated on the contract drawings. The contract price for Pilot Hole Televiwer shall include full compensation for performing video inspection at each pilot hole including all necessary labor, materials, and equipment.

Payment shall be made for each pilot hole televiwer completed in accordance with the attached plans and specifications, including Section 02 32 19 – Exploratory Drilling and Video Inspection.

4. VERIFICATION ANCHOR DEMOLITION AND SURFACE RESTORATION

A. MEASUREMENT

Shall be measured per each (EA).

B. PAYMENT

Verification anchor will be installed on the right abutment as indicated on the contract drawings. The contract price shall be full compensation to demolish the existing surfacing and prepare for anchor installation. This item also includes restoring the surface back to existing conditions.

5. VERIFICATION ANCHOR SUPPLY, DRILLING AND INSTALLATION

A. MEASUREMENT

Shall be measured by the linear foot (LF) total length of anchor installed, or the sum of the bonded and unbonded length.

B. PAYMENT

The Verification Anchor will be installed on the right abutment as indicated on the contract drawings. The verification anchor shall be constructed using the same installation procedures as the production anchors. The linear foot price shall include all labor, materials, and equipment required to drill and install the anchor.

Drilling includes setup and alignment of equipment, spoils management, all instrumentation and monitoring as outlined in this specification and the DPP, Borehole cleaning and inspection, and water testing. This includes conformance with the WQPP to install and maintain BMPs associated with drilling and grouting and to contain, test, and properly dispose of any spoils and drill water as necessary. This bid item does not include Consolidation Grouting and Redrill, if necessary, which will be paid under a separate bid item.

Installation of the anchor includes supply and placement of all materials to install, tension and corrosion protect anchor per this specification, primary and top up grouting, grouting QA/QC, and instrumentation and monitoring outlined in this specification and the DPP.

6. VERIFICATION ANCHOR TESTING

A. MEASUREMENT

Shall be measured per (EA) anchor tested.

B. PAYMENT

A preproduction verification test shall be performed on a sacrificial Tiedown Anchor prior to the start of the production anchor installation. Verification Anchor shall be tested per the Verification Test Schedule included in Section 31 68 13 – Tiedown Anchors. This bid item shall include labor, materials, and equipment required to perform Verification Test, lock-off anchor, trim tails, and associated instrumentation and monitoring required per this specification and the DPP. Re-Stressable Testing Parts are included as a separate bid item.

7. TIEDOWN ANCHOR SELECTIVE DEMOLITION AND REPAIR

A. MEASUREMENT

Shall be measured per each (EA).

B. PAYMENT

Unit price for Tiedown Anchor Selective Demolition and Repair shall include all labor, materials, and equipment in connection with selective demolition and restoration for the tiedown anchor head pockets. This includes removal of existing concrete, surface preparation, and the supply and installation of a manhole cover.

8. TIEDOWN ANCHOR SUPPLY, DRILLING AND INSTALLATION

A. MEASUREMENT

Shall be measured by the linear foot (LF) total length of anchor installed, or the sum of the bonded and unbonded length.

B. PAYMENT

The Production Anchors will be installed in the locations indicated on the contract drawings. The linear foot price shall include all labor, materials, and equipment required to drill and install the anchors.

Drilling includes setup and alignment of equipment, spoils management, all instrumentation and monitoring as outlined in this specification and the DPP, Borehole cleaning and inspection, and water testing. This includes conformance with the WQPP to install and maintain BMPs associated with drilling and grouting and to contain, test, and properly dispose of any spoils and drill water as necessary. This bid item does not include Consolidation Grouting and Redrill, if necessary, which will be paid under separate items.

Installation of the anchor includes supply and placement of all materials to install, tension and corrosion protect anchor per this specification, primary and top up grouting, grouting QA/QC, and instrumentation and monitoring outlined in this specification and the DPP.

9. TIEDOWN ANCHOR PERFORMANCE TESTING AND LOCKOFF

A. MEASUREMENT

Shall be measured per each (EA) anchor tested.

B. PAYMENT

All production tiedown anchors shall be tested per the Performance Test Schedule included in Section 31 68 13 of the specification. This bid item shall include labor, materials, and equipment required to perform Performance Test, lock-off anchor, trim tails, and associated instrumentation and monitoring required per this specification and the DPP. Re-Stressable Testing Parts are included as a separate bid item.

10. RESTRESSABLE TESTING PARTS

A. MEASUREMENT

Shall be measured per each (EA).

B. PAYMENT

Restressable Testing Parts shall include full compensation for the design, and supply of restressable anchor head components based on the manufacturer's anchor wedge plate, including but not limited to the conversion coupler and stressing bars. This includes removable components that will be installed for stressing anchors in order to adapt from the proposed anchor wedge plates to the jack used for stressing. The contractor shall engage a professional engineer to design the restressable testing parts in accordance with this specification and they will be compatible with all anchors installed as part of this project.

11. CONSOLIDATION GROUT

A. MEASUREMENT

Shall be measured by the cubic foot (CF) in-place.

B. PAYMENT

Consolidation Grout refers to grout required to pregrout anchor holes which fail the water tightness test per this specification and as confirmed by the Engineer. Upon confirmation of a failed water test, the Engineer will provide extents of hole to be consolidation grouted. This item shall be full compensation for the supply and installation of all labor, equipment, and materials for consolidation grout placed per this specification. This includes conformance with the WQPP to install and maintain BMPs associated with consolidation grouting and to contain, test, and properly dispose of any spoils as necessary.

12. REDRILL

A. MEASUREMENT

Shall be measured by the linear foot (LF) of depth to redrill anchor hole through consolidation grouted sections.

B. PAYMENT

Redrilling may be necessary on anchor holes that require consolidation grouting as determined by the Engineer. Redrilling includes setup and alignment of equipment, spoils management, all instrumentation and monitoring as outlined in this specification and the DPP, borehole cleaning, and inspection. Redrill shall be full compensation for all labor, equipment and materials necessary to drill the anchor hole after consolidation grouting has been completed. This includes conformance with the WQPP to install and maintain BMPs associated with redrilling and to contain, test, and properly dispose of any spoils and drill water as necessary.

Redrill does not include the initial round of drilling to establish the anchor hole which shall be included under the Tiedown Anchor Supply, Drilling and Installation bid item.

13. RE-WATER TEST

A. MEASUREMENT

Shall be measured per each (EA).

B. PAYMENT

Re-Water Test includes water testing of the anchor hole after an initial failed water test, consolidation grout and redrill cycle. Re-water test shall include full compensation for all labor, materials, and equipment necessary to complete a water tightness test after a consolidation grout and redrill cycle. This cycle may be repeated until the anchor holes meet the water pressure testing requirements of this specification.

Re-water Test does not include the initial water test after the anchor hole is established which shall be included under the Tiedown Anchor Supply, Drilling and Installation bid item.

14. 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 deduction from the force account remaining available.

“Force Account,” as listed in the price proposal

1.4 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.

1.5 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.

1.6 AS-BUILTS

The final payment of this contract will not be released until complete “AS-BUILT” plans are received per requirements of Section 1700 – Contract Closeout.

END OF SECTION

SECTION 01040 - PROJECT COORDINATION

1.1 PROJECT ENGINEER/LEAD

The project engineer/lead 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 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 to Ryan Foster, Senior Contracting and Procurement Specialist, via email, at rfoster1@tacoma.gov.

1.2 MEETINGS

A. PRE-BID MEETING

All bidders are required to attend a pre-bid meeting on Tuesday, August 18th, 2026 at 10:00 a.m. in the Cushman No. 2 Project Office, 21451 N US Highway 101, Shelton, WA 98584. Email rfoster1@tacoma.gov to confirm your attendance.

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 and on an as-needed basis. Attendance is required of the contractor, site superintendent, project manager, 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 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 or will modify application to the applicable authorities for the following permits:

- A. State Environmental Policy Act
- B. Hydraulic Project Approval
- C. Mason County Shoreline Exemption
- D. Modification of existing WQPP

The City is not aware of any additional required 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. TO BE ESTABLISHED AND MAINTAINED BY CONTRACTOR

Based upon the information provided by the engineer, surveys necessary for the execution and completion of the work shall be established and maintained by the contractor. This work shall be incidental to other bid items.

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 benchmarks, 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 benchmarks, 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.

Other contractors or the City will be working in or around the project area at the Cushman project 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.

Contractor shall provide temporary facilities and make temporary modifications as necessary to keep the existing facilities in operation during the construction period.

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 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.

The City will require that periodic walking access be permitted across the dam, through the project area. This will be coordinated with the contractor.

Equipment may generally remain setup on the dam while the contractor is offsite, however in unforeseen circumstances, including flooding, vehicle access will need to be permitted across the dam deck. The contractor shall be required to remove all equipment and materials from the dam to allow for passage of vehicles across the dam and through the project site. The City will coordinate with the contractor in the event this is required.

The Floating Surface Collector (FSC) will resume annual operation on March 15, 2027, and operate through approximately July of 2027. During this time, no vessels will be permitted inside of the exclusionary nets. Any barges or support vessels used to perform work will need to be removed from the area prior to this period. The North end of the dam will also need to remain clear to allow for operation of the fish cart.

If the use of barges or support vessels is desired, they will need to be navigated through the exclusionary nets and booms for the FSC. It is the contractor's responsibility to verify that proposed vessels can be accommodated and to coordinate mobilization with the City. Details can be discussed further during the pre-bid site walk.

B. SCHEDULE AND COORDINATION OF WORK

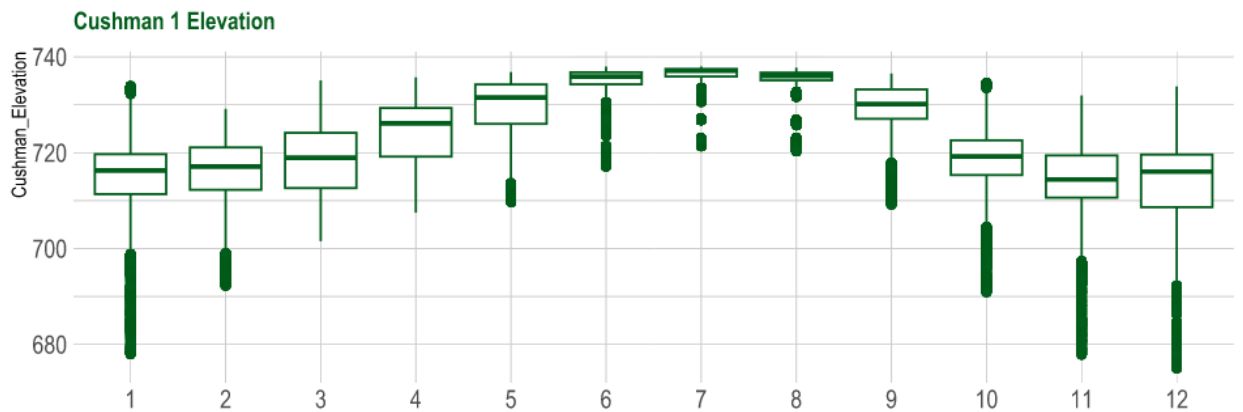
The contractor shall coordinate scheduling, submittals, and all work specified herein to assure efficient and orderly sequence of the installation of interdependent construction elements with provisions for accommodating items installed later.

C. RESERVOIR ELEVATIONS

Reservoir elevations are variable at Lake Cushman dependent on inflows, power generation and spillway discharge. The chart below provides historical reservation elevation ranges by month. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the information provided in the graph and there is no guarantee that elevations will remain within the ranges provided.

The contractor shall be fully responsible for evaluating construction methods and must comply with all operational restrictions and associated safety requirements. Short term estimated reservoir elevation projections can be provided for information however the City does not guarantee the accuracy of projections or commit to meeting specific target elevations.

From Nov 1 through Feb 28 Units can run at any time unless permission is requested in advance, however there is no guarantee that requests to alter operations will be granted.



Data since 1995

1.6 DIVISION OF WORK

A. MATERIAL FURNISHED AND INSTALLED BY CONTRACTOR

The contractor shall furnish and pay for all necessary materials 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.

1.7 LIMITATION OF CONTRACTOR'S WORK AREA/OR CONTRACTOR'S USE OF PREMISES

A. BARRIERS

Clearly mark work area to divide from area in City use.

B. CITY OCCUPANCY

The project and/or its surrounding area will be occupied/used by the City of on-going daily operations. The City will designate areas to be kept clear during all phases of construction during the pre-bid meeting.

C. CONTRACTOR'S USE OF PREMISES

All requests for use of areas not designated for use by the contractor shall be made in writing to the engineer for approval at least four (4) days in advance of the need. The engineer shall approve those areas for use prior to use by the contractor.

All staging and work areas shall be submitted with bids for approval by the engineer.

1.8 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.

1.9 HAZARDOUS MATERIALS

The contractor is required to follow all local, state, and federal laws pertaining to the disturbance, removal, handling, storing, transporting, and disposal of all materials deemed hazardous by law.

All work shall be performed by workers certified by Washington State Department of Labor and Industries as having successfully completed a state approved training course. All work shall be in accordance with EPA Title 40 CFR.

See additional requirements in Specification Section 01740 – Soils and Drill Spoils Management.

1.10 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.

1.11 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.

1.12 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 workday 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, setup, and construction duration.

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 ten (10) working days after the contract award. After review, if changes are required by the engineer, resubmit required revised data within ten (10) working days.

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

Within twenty (20) 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.

Once a month, the City's and the contractor's site representatives will meet and perform a "Line-to-Line" review of items on the schedule, illustrating their plan for meeting the completion dates specified in this contract and the associated construction costs for each subcontractor.

1.13 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 3.06 "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.

1.14 CITY OCCUPANCY

The City reserves the right to use or to occupy any substantially completed part of the project. Such use of occupancy shall not constitute acceptance of the work, or any part thereof.

1.15 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 superintendent shall be satisfactory to the contractor and shall have full authority to act on their behalf.

It will be the superintendent's responsibility to have a set of plans and specifications on the project site during the progress of the work. The superintendent 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.

1.16 PROJECT MANAGER

The contractor shall employ a competent project manager who shall be on site full-time for the installation of the first two tendons and, at a minimum, make weekly site visits thereafter.

The project manager initially assigned to the project by the general contractor shall remain project manager for the duration of the contract. If the project manager 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.

1.17 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 cleanup 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 will be used for evaluation purposes.

- A. 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.
- B. Contractor's Superintendent shall have a minimum of five (5) years of experience for anchor installation projects of similar length and complexity. Bidders shall submit a resume of named superintendent with their bids.
- C. Contractor's Project Manager shall have a minimum of ten (10) years of experience for anchor installation projects of similar length and complexity. Bidders shall submit a resume of named project manager with their bids.
- D. A Preliminary Site Logistics Plan must be submitted with the bid proposal. This plan must demonstrate an understanding of the strict spatial, access, and environmental constraints. The plan must detail the staging, drilling, installation, and tensioning phases of the anchor project and will include at a minimum:
 - 1. Over-water & Marine Logistics (If Applicable): Provide layout and anchoring for floating barges and access routes for supply vessels to move materials, if necessary.
 - 2. Dam Crest Staging: Show positioning of drill rigs, cranes, grout plants, jacks or any necessary equipment during the various construction stages.
 - 3. Environmental Containment: Provide layout of containment and storage to capture drilling water and spoils for proper disposal.
 - 4. Access Routes and Unloading Area
 - 5. Material Storage and Anchor Assembly/Inspection Area
 - 6. Format: PDF format scaled in 11"x17" or 22"x34"

1.2 DOCUMENTS REQUIRED AT PRECONSTRUCTION CONFERENCE

- A. Work Hazard Analysis Report as required in Paragraph 3.05(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 and Project Manager.
- 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. Prior to use, the Contractor shall notify the Engineer of all proposed materials. 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. 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.

B. SCHEDULE OF SUBMITTALS

1. Within ten (10) 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. SHOP DRAWINGS

1. Submittal Procedure: Submit for engineer's review in accordance with submittal procedures specified in this section. After approved drawings are returned, the contractor shall reproduce and distribute copies to subcontractors and other entities, as applicable. Maintain one (1) copy of each shop drawing at field office and one (1) for project record documents to be delivered to the engineer at project completion.
2. Identification: Reference shop drawing details same as reference on contract documents, including sheet and detail descriptions, schedules and room numbers. Indicate by whom materials, products, work, and installations are supplied, performed or installed. Do not use the expression "by others".
3. Presentation: Hand drafted or computer generated, delineated to present information in a clear and thorough manner. Freehand drawings not approved.

D. PRODUCT DATA

1. 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.

2. Identification: Mark each copy to identify specific products, models, options, tolerances, dimensions, and other pertinent data.
3. 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 will be performed by a representative as the City may designate, or as the construction situation may dictate. The City inspector and Design Engineer 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. 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.
4. 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 has applied for permitting to allow the use of water from the reservoir. The contractor shall furnish all pumps, hoses and connectors as necessary to extend water to the job site.

Other water sources may be available

D. SANITARY FACILITIES

Facilities 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 until permanent systems supply fire protection needs.

1. Provide adequate numbers and types of fire extinguishers
2. Store combustible materials in fire-safe containers in fire-safe locations
3. Prohibit smoking in hazardous fire-exposure locations
4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

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 reproved 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.

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. GENERAL

This section includes

1. Security program
2. Entry control
3. Restriction and operational control

B. 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.

C. 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.

D. 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 4:00 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 3.05 "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 effects 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 effects 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 requirements of the Department of Ecology approved Water Quality Protection Plan (WQPP); Draft included in Appendix D. 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. 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 them. All costs to dispose of non-salvageable materials shall be the contractor's responsibility.

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, 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. All Guarantees and/or Agreements

- a. All guarantees, warranties, and/or agreements for such equipment and materials as carry such guarantees.

3. Final Clean Up

After all trades have completed their work, and just prior to occupancy, the general contractor shall:

- a. Leave the entire project site perfectly clean and ready for occupancy.
- b. Remove 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 final inspections from authorities having jurisdiction.

END OF SECTION

SECTION 01740 – SOILS AND DRILL SPOILS MANAGEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

The activities in this section shall include all work that will require handling, storage, sampling, disturbance, removal, transportation, waste designation, and/or disposal of soils.

- A. This section is to establish minimum practices to be used for the excavation, management, and disposal of soils that may be encountered, and/or generated by the contractor.
 - 1. All soils that are designated as non-hazardous solid waste and that are generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-350.
 - 2. All soils that are designated as a hazardous material and/or waste, and are generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-303.
- B. The contractor shall assume the following:
 - 1. Areas of excavation within the project area may contain contaminants. As such soils may require additional sampling and analysis by the contractor for determination of proper handling and disposal requirements as prescribed in paragraph B.2.
 - 2. All areas where soils will be removed must be evaluated for potential contaminants of concern prior to beginning excavation. Soil evaluation will be consistent with the guidance and requirements identified by the Department of Ecology.
 - 3. The cost of removal, handling, storage, sampling, analysis, transportation, and disposal of contaminated soils and/or hazardous wastes as part of the execution of this contract shall be incidental to the specific proposal item.

1.2 MANAGEMENT AND ANALYSIS OF WASTES

A. SOILS

- 1. The contractor shall be responsible for the testing all soils that will be removed from the site following excavation activities to ensure appropriate handling, transportation, and disposal. Any deviation to this approach must be described in detail within the Contractor prepared "Soils Management Plan". If an alternative soil handling method is proposed the City of Tacoma Project Manager must review and approve the plan prior to any soil work starting.
- 2. Soil sampling will be consistent with the guidance and requirements identified by the Department of Ecology.
- 3. All samples must be analyzed by a Washington State Department of Ecology accredited laboratory using EPA approved methodologies for all testing required for waste determination. Supplemental sampling and analysis may be required if the contractor has reason to suspect that additional contamination may be present.

4. Unless determined otherwise through laboratory sampling results, all soils must be managed as a hazardous waste and handled in accordance with the standards in WAC 173-303.
5. If determined to be non-hazardous, soils may be managed in accordance with the standards in WAC 173-350.
6. Permits, profiles or waste disposal authorizations (WDAs) are the responsibility of the contractor and must be secured for any soils that are removed from the site and transported for disposal.
7. The contractor shall report all hazardous and non-hazardous waste determinations and proposed soil disposal locations with the City of Tacoma Project Manager/Engineer prior to any soil transportation and/or disposal efforts are performed.

1.3 CODES, LAWS AND REGULATIONS

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

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

PART 2 EXECUTION

2.1 GENERAL

A. SOILS

1. The contractor shall develop a Soil Management Plan for each work area where soils will be excavated, managed, and/or disturbed. The Soil Management Plan shall include:
 - a. An assessment of all potential contaminant sources (present and historical) and address all aspects of the environment local to the job site.
 - b. Based upon the potential contaminant sources, the contractor shall submit a Sampling and Analysis Plan (SAP) identifying sampling locations and proposed laboratory analyses to the City of Tacoma Project Manager/Engineer prior to commencement of work.
 - c. All samples must be analyzed by a Washington State Department of Ecology-accredited laboratory using EPA-approved methodologies for all testing required for waste determination. Supplemental sampling and analysis may be required if the contractor has reason to suspect that additional contamination may be present or requested by the Waste Disposal Authorization authority.
 - d. The contractor shall utilize all data generated via the Sampling and Analysis Plan to characterize any soils that may be reused or transported from the site for disposal. All proposed waste characterizations will be submitted to the City of Tacoma Project Manager/Engineer prior to any waste transportation and/or disposal efforts are performed.
 - e. The contractor shall be responsible for the application and management of all necessary waste management, transportation, and disposal permits.

- f. The contractor shall be responsible for all logistics and coordination with disposal vendors, transportation providers, and disposal locations.
- g. Upon completion of work, including demobilization, the contractor shall prepare a Post-Soil Management Plan, which provides a summary of the actions performed, and identifies any issues encountered. The Post-Soil Management Plan shall be submitted to the engineer upon completion of operations.
- h. The City will not make final payment for work until the Project Manager/Engineer has received and reviewed the Post-Soil Management Plan.

END OF SECTION

DIVISION 2 - SITE WORK

SECTION 02 03 41 – SELECTIVE DEMOLITION AND REPAIR

PART 1 GENERAL

1.1 SUMMARY

- A. The work covered by this Section consists of furnishing all labor, equipment, and materials, and performing all operations in connection with the selective demolition for the tiedown anchor head pockets and the verification test anchor abandonment as shown on the Contract Drawings.
- B. Related Sections:
 - 1. Section 02 32 19 – Exploratory Drilling and Video Inspection
 - 2. Section 31 68 13 – Tiedown Anchors

1.2 MEASUREMENT AND PAYMENT

- A. The basis for measurement and payment is provided in Section 01025 – Measurement and Payment.

1.3 REFERENCES

- A. International Concrete Repair Institute:
 - ICRI 310.2R Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair
- B. American Society of Testing and Materials (ASTM)
 - ASTM C33 Concrete Aggregates
 - ASTM D422 Standard Test Method for Particle-Size Analysis of Soils
 - ASTM D4215 Cold-Mixed, Cold-Laid Asphalt Paving Mixtures

1.4 SUBMITTALS

- A. Production Anchors in Concrete
 - 1. These items shall be submitted to the Engineer for review and approval 15 days prior to start of construction. Note that any additional time required due to incomplete or unacceptable submittals shall not be cause for delay or impact claims. All costs associated with incomplete or unacceptable submittals shall be the responsibility of the Contractor.
 - 2. Submit proposed demolition limits for the anchor head pockets. Include site photographs showing the outline of the demolition extent and anchor I.D.
 - 3. Submit proposed methods and procedures for demolition and disposal of existing concrete, including proposed off-site disposal location. Submit proposed methods for protecting Contractor's work, existing structures, and the environment during selective demolition of existing concrete. Submit safety procedures and protection systems to protect workers from areas of demolition.
 - 4. Submit methods and equipment used to cut and remove concrete and prepare surface for the anchor head and repair.

5. Submit methods to prevent damage to remaining concrete and existing steel reinforcement.
6. Submit shop drawings for the manhole cover.
- B. Sacrificial Test Anchor
 1. These items shall be submitted to the Engineer for review and approval 15 days prior to the start of construction.
 - a. Submit anticipated demolition limits for the asphalt around the test anchor. Include site photographs showing the outline of the demolition extent.
 - b. Submit proposed methods and procedures for abandonment of the test anchor as shown in the Contract Drawings.
 - c. Submit proposed methods and procedures for demolition and disposal of existing asphalt, including proposed off-site disposal location. Submit proposed methods for protecting Contractor's work, existing structures, and the environment during selective demolition of existing asphalt. Submit safety procedures and protection systems to protect workers from areas of demolition.
 - d. Submit methods and equipment used to cut and remove asphalt and prepare surface for repair.
 - e. Catalogue cuts and manufacturer's literature for all materials used in the repair including but not limited to stone fill and asphalt.
 - f. Particle size analysis of the proposed stone fill to be used as backfill.
 - g. Certificate from supplier that stone fill material is environmentally clean.
 2. These items shall be submitted to the Engineer for review within 15 days after completion of the verification load test:
 - a. Submit proposed demolition limits for the asphalt to be replaced based on the impacts of the load test frame. Include site photographs showing the outline of the demolition extent.

1.5 DEMOLITION LOCATION

- A. Anchor head pockets in the Contract Drawings are shown at locations such that there is no anticipated encounter with steel reinforcement for the existing concrete pilasters and parapet per historic drawing BA022. If reinforcement is encountered the Contractor shall notify the Engineer immediately.
- B. Temporary reinforcement from original dam construction is not anticipated but may be encountered.

PART 2 PRODUCTS

2.1 GENERAL

- A. Demolition equipment shall not cause excessive vibrations or damage to the existing structures.

2.2 REPAIR MATERIALS

- A. Asphalt: Asphalt for repair of the test anchor area shall be cold-mixed asphalt conforming to the requirements of ASTM D4215.

- B. Manhole Cover: Shall be 48-inch diameter and AASHTO H-20 traffic-rated or an approved equivalent. The manhole cover is intended to handle construction equipment and pickup trucks that can pass along the dam crest. The manhole cover shall have a locking lid.
- C. Stone Fill: Stone fill for repair of the test anchor area between the top of abandoned anchor and bottom of asphalt shall meet the requirement of ASTM C33 No. 57 stone.

PART 3 EXECUTION

3.1 GENERAL

- A. Prior to starting removal work, obtain written permission from Engineer.
- B. Demolition extent shall be to the dimensions shown in the Contract Drawings and centered at the tiedown anchor location approved by the Engineer prior to the start of exploratory pilot hole drilling for each anchor.
- C. If demolition occurs after the exploratory pilot hole is drilled, anchor hole is drilled, and/or the tiedown anchor corrugated sheathing is installed, the Contractor shall use means and methods that do not damage the corrugation. The corrugated sheathing and drill holes shall be protected from loose debris falling in.
- D. The corrugated sheathing shall be cleaned of all dust and debris after demolition is completed.
- E. Do not place the anchor head until the surface preparation of the anchor head pocket is approved by the Engineer.
- F. Do not place the manhole cover until the anchor load test and liftoff test are approved by the Engineer.
- G. Cease operations and notify Engineer if concrete repair operations crack concrete to remain in place.

3.2 DEMOLITION

- A. Coring:
 - 1. Do not overcut the bottom of the anchor head pocket.
 - 2. Using a chipping gun, roughen the sidewalls of the anchor head pocket. Equivalent to or larger than CSP-7 in accordance with ICRI 310.2R.
- B. Sawcutting:
 - 1. Sawcut only to the limits of demolition. Do not overcut.
- C. Chipping:
 - 1. When removing concrete within 6 inches of the bottom of the anchor head pocket, use 15-pound or smaller chipping hammers, high or ultra-high pressure water jetting.
 - 2. For removal away from saw cut edges, cleanly break concrete with pointed jackhammer bits. Replace or sharpen jackhammer bits that are not pointed.
 - 3. Complete removal near repair boundaries with hammers fitted with spade bits.
- D. Blasting is not permitted.
- E. Demolition methods shall produce clean, sharp edges.
- F. Demolition edges shall be normal to the top of the dam crest.

- G. Contractor is responsible for developing and implementing a safety plan during selective demolition that protects workers and the Contractor's work from demolition activities. Contractor shall prevent debris from falling and shall protect the existing dam and associated elements. Contractor shall capture and dispose of demolished material off site.

3.3 SURFACE PREPARATION

- A. Primary Cleaning - Remove dust and debris resulting from concrete removal.
 - 1. Use contained shotblasting, wet sandblasting, or water blasting to remove weakened or damaged concrete microfractured surfaces.
 - 2. If water blasting, use pressure sufficiently high to prepare surface.
 - 3. Remove materials that weaken the bond between remaining concrete and repair material.
 - 4. Include saw cut or ground faces.
 - 5. After primary cleaning, protect surface from contaminants.
- B. Secondary Cleaning - Within 48 hours prior to placement of the anchor bearing plate and repair material, use low pressure water jetting to remove materials that may impair bond.
- C. Clean and allow surfaces to dry thoroughly, unless specific repair technique requires application of materials to a saturated surface.
- D. Do not use acids for cleaning or preparing concrete surfaces for repair.

END OF SECTION

SECTION 02 32 19 – EXPLORATORY DRILLING AND TELEVIEWER

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes requirements for performing exploratory drilling of tiedown anchor pilot holes at locations indicated on the Contract Drawings and for furnishing all labor, materials, tools, supervision, transportation, installation equipment, and incidentals necessary to complete the Work.
- B. The purpose of the exploratory concrete and rock coring at tiedown anchors is to evaluate the depth and characteristics of the dam foundation contact, potential rock joints impacting anchor length, and competency of the rock for the tiedown anchor bonded zones. This information will be used to adjust the design as necessary.
- C. Related Sections:
 - 1. Section 31 68 13 – Tiedown Anchors

1.2 MEASUREMENT AND PAYMENT

- A. The basis for measurement and payment is provided in Section 01025 – Measurement and Payment.

1.3 REFERENCES

- A. Reference Standards:
 - 1. American Society for Testing and Materials (ASTM):

ASTM D2113	Standard Practice for Rock Core Drilling and Sampling of Rock for Soil Investigation
ASTM D6032	Standard Test Method for Determining Rock Quality Designation (RQD) of Rock Core

1.4 QUALITY ASSURANCE

- A. All drilling and downhole televiewer operations shall be performed in the presence of the Engineer or their designated representative.
- B. The drilling, sampling, and televiewer methods shall conform with the Engineer's Drilling Program Plan (DPP).

1.5 SUBMITTALS

- A. Tiedown Anchor Pilot Hole Exploratory Drilling: Submit names and qualifications of the drilling firm that will perform the tiedown anchor pilot hole exploratory drilling at the preconstruction meeting. The drilling firm shall have a minimum 5 years of experience performing exploratory drilling using methods and procedures similar to those required in this specification.
- B. Proposed methodology for collecting cuttings and drill fluid at the dam crest and offsite disposal.
- C. Proposed methodology and equipment for measuring drill hole verticality.

- D. Pilot Hole Logs: Pilot hole logs shall be completed in the presence of the Engineer. In addition to the Engineer's boring logs, the Contractor shall complete boring logs of the pilot holes. Boring logs shall include drilling methods, pilot hole number, depth, drill action and pressure observations, and a description of the material encountered. Submit field boring logs for tiedown anchor pilot holes to Engineer within 3 days of completion.
- E. Downhole Televier: Provide downhole acoustic and optical televier of the entire length of each pilot hole. Televier shall be performed in the presence of the Engineer. Submit one PDF copy of the interpreted televier data including images, amplitude, aperture, orientations, and raw data files to Engineer within 3 days of completion. The data file shall be compatible with WellCAD.
- F. Submit names and qualifications of the firm and operator that will perform the downhole televier for the pilot holes at the preconstruction conference. The televier operator shall have a minimum 5 years of experience performing downhole acoustic and optical televier and shall be a Professional Engineering and/or Professional Geologist licensed in the State of Washington.

1.6 PILOT HOLE LOCATIONS

- A. Exploratory pilot holes shall be drilled at tiedown anchor locations indicated on the Contract Drawings. Top of pilot hole shall be at the precise location of proposed tiedown anchor. Drilling shall be vertical, with a tolerance from vertical, including plumbness and alignment, of a maximum of 0.06 inches horizontal per foot of depth (0.5%) as measured on each pilot hole.
- B. After successful completion and televier of the pilot holes and once the pilot hole logs and televier has been approved by the Engineer, production tiedown anchor holes shall be drilled at the pilot hole locations to the specified tiedown anchor depth and socket diameter. Compatibility between the pilot holes and the installation of tiedowns through the pilot holes is the responsibility of the Contractor.

PART 2 PRODUCTS

2.1 DOWNHOLE TELEVIEWER SYSTEM

- A. Provide acoustic televier (ATV) and optical televier (OTV) with the following features:
 - 1. Accessibility through HQ-diameter boreholes.
 - 2. Ability to function underwater.
 - 3. Reel-mounted cable with depth increments.

PART 3 EXECUTION

3.1 DRILLING PROCEDURES

- A. Drill exploratory pilot holes at the tiedown anchor locations indicated on Contract Drawings. Each pilot hole shall be drilled to the planned anchor depth shown in the Contract Drawings.
- B. Water shall be used as a drilling fluid. Unless directed by the Engineer, conduct drilling and sampling in accordance with the referenced ASTM procedures using a minimum drill hole diameter equivalent to HQ core bit size. Samples shall be placed in labeled core boxes provided by the Contractor.

- C. Drill fluid shall be discharged at the top of the drill hole so as to not charge the hole with excessive pressure. Drill pressures shall be monitored at all times. If pressure builds due to clogging of the hole or any other reason, the contractor shall immediately stop and clear the hole to restore unrestricted flushing.
- D. Drilling spoils shall be collected in a controlled manner that prevents spoils from draining off of the dam crest. Spoils shall be disposed of at an approved location off site.

3.2 TELEVIEWER PROCEDURE

Perform downhole televiewer for each pilot hole in the presence of the Engineer and as specified in this section. Submit inspection reports to the Engineer.

END OF SECTION

DIVISION 31 - EARTHWORK

SECTION 31 68 13 – TIEDOWN ANCHORS

PART 1 GENERAL

1.1 SUMMARY

- A. The Work of this Section consists of furnishing all labor, materials, tools, supervision, transportation, installation equipment, and incidentals necessary to complete the Work specified herein and shown on the Contract Drawings. The Work shall include installation of restressable post-tensioned tiedown anchors at the locations shown on the Contract Drawings and providing Tacoma Power with the materials required for stressing and restressing the anchors, as specified herein.
- B. Related Sections:
 - 1. Section 02 03 41 – Selective Demolition and Repair
 - 2. Section 02 32 19 – Exploratory Drilling and Televiwer

1.2 REGULATORY REQUIREMENTS

- A. The basis for measurement and payment is provided in Section 01025 – Measurement and Payment.

1.3 REFERENCES

- A. Reference Standards:
 - 1. American Society for Testing and Materials (ASTM)

ASTM A36	Carbon Structural Steel
ASTM A53	Steel Pipe
ASTM A416	Steel Strand, Uncoated Seven-Wire for Prestressed Concrete
ASTM A500	Cold-formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
ASTM A536	Ductile Iron Castings
ASTM A572	High-Strength Low-Alloy Columbium-Vanadium Structural Steel
ASTM A588	High-Strength Low-Alloy Structural Steel, up to 50 ksi Minimum Yield Point, with Atmospheric Corrosion Resistance
ASTM A709	(2011) Structural Steel for Bridges
ASTM A981	(2007) Evaluating Bond Strength for 0.600 in. Diameter Steel Prestressing Strand, Grade 270, Uncoated, Used in Prestressed Ground Anchors
ASTM C109	Compressive Strength of Hydraulic Cement Mortars (Using 2 inch Cube Specimens)
ASTM C150	Portland Cement

ASTM C595	Blended Hydraulic Cements
ASTM D1248	Polyethylene Plastics Extrusion Materials for Wire and Cable
ASTM D1429	Standard Test Method for Specific Gravity (Method C)
ASTM D1784	Rigid Poly Vinyl Chloride (PVC) Compounds and Chlorinated Poly Vinyl Chloride (CPVC) Compounds
ASTM D4101	Polypropylene Injection and Extrusion Materials

2. Post Tensioning Institute (PTI):

PTI DC35.1-14 Recommendations for Prestressed Rock and Soil Anchors

1.4 QUALITY ASSURANCE

- A. Anchor materials, installation, and testing shall be in accordance with Post-Tensioning Institute (PTI DC35.1-14) Recommendations for Prestressed Rock and Soil Anchors (2014), unless specified otherwise herein.
- B. The drilling and grouting methods shall conform with the Engineer's Drilling Program Plan (DPP).
- C. All anchor operations including drilling, placing, grouting, and testing shall be performed in the presence of the Engineer or their designated representative.
- D. Changes to the requirements of the contract documents must be provided by the Engineer in writing. Oral approvals shall not relieve the Contractor of the responsibility to perform the Work in accordance with the Contract Documents and referenced standards.
- E. Design Criteria:
 - 1. The anchors are designed with restressable anchor heads.
 - 2. The anchors are designed as permanent Class I anchors based upon criteria stated in PTI.
 - 3. Bond socket diameter and socket lengths shown on the Contract Drawings are minimum values required for geotechnical bond capacity. The Contractor is responsible for selecting installation method, and socket diameter that meet the minimum values shown on the drawing, and provide corrosion protection and minimum grout cover as required for permanent Class I anchors as specified by PTI. Contractor shall select socket diameter that meets minimum value shown on drawing and provides adequate space for installation of tendons.
 - 4. Socket diameters, unbonded lengths, and bond lengths shown on the Contract Drawings are minimum required values. Use of methods or materials that result in a value exceeding the minimum specified is left to the Contractor's discretion. Any costs associated with exceeding the minimum required values shall be included in the contract price.
 - 5. The Contractor shall establish and maintain quality control for all operations to assure compliance with contract requirements, and maintain records of their quality control for all operations.

1.5 GROUND CONDITIONS

- A. Temporary reinforcement from original dam may be encountered but is not anticipated.

- B. There are no anticipated underground structures or utilities at the location of the tiedown anchors within the anchor length limits shown on the drawings.
- C. If, during installation of a tendon, an obstruction is encountered that prevents the practical advancement of the hole, the Engineer shall be notified immediately.
- D. The contractor shall review the project geotechnical information contained in the Geotechnical Data Report (Appendix C) prepared by Schnabel Engineering, LLC, and select an appropriate drilling method and grouting methods. The drilling methods shall not adversely affect the ground condition, loosen concrete or rock adjacent to the drill holes, or contaminate the right abutment adit drains. Core drilling for the final anchor drill hole is not permitted. Evidence of adverse conditions include connection between holes or rock face, connection with the right abutment adit drains, loss of return during drilling and/or grouting without collaring, other means observed by the Contractor or Engineer. The Contractor shall stop work, review changes to the drilling process and modify as required. This change is at no cost to the owner. Drilling shall be vertical, with a tolerance from vertical, including plumbness and alignment, of a maximum of 0.06 inches horizontal per foot of depth (0.5%) as measured on each pilot hole.

1.6 SUBMITTALS

- A. Preconstruction: The following shall be submitted to the Engineer for review and approval at least 30 days prior to start of construction.
 - 1. Resumes of the Contractor's key staff. Key staff includes Project Manager, Foremen, Project Engineer, lead drillers and stressing specialist. Resumes submitted shall be the actual personnel used for this project.
 - 2. Barge, Mooring, and Operations Plan
 - a. Details on mooring including anchoring points and redundant techniques to prevent drift, impact, or unintended loading on the dam or Floating Surface Collector (FSC).
 - b. Plans for addressing reservoir level changes.
 - c. Description of procedures to address severe weather protocols, including storms, high winds, and rapid weather shifts.
 - d. Calculations including buoyancy checks, mooring cables, and crane picks.
 - 3. Working Plan that includes the following:
 - a. Proposed staging areas for materials and equipment.
 - b. Erosion and Sediment Control Plan in accordance with the Contract Documents.
 - c. Detailed description of drilling and installation method, including a discussion of the approach to installing the anchors in the project subsurface conditions and steps planned to prevent dam destabilization. The installation method shall include measures taken to limit the pressure exerted on the subsurface materials and methods to collect drill spoils. The plan should detail the equipment setup and depict how drill flush is discharged, collected and disposed. The plan shall also address methods to prevent potential grout loss and contamination of the existing adit drains.
 - d. Method and procedures for monitoring drilling pressures at drill head during anchor drilling and installation and remedial measures for pressure build up.
 - e. Load testing equipment and procedures.

- f. Grouting materials and methods. Submit the grout mix design(s) proposed for use, including estimated setting time, stability, strength properties (including rate of gain of strength), temperature-set time curve, specific gravity, and recommended installation procedures. Mix designs required at a minimum are consolidation grout, primary grout, and secondary tendon grout.
 - g. Anticipated equipment loads and any temporary anchorage for equipment.
 - h. Installation Sequence.
 - i. Contingency plan for installation problems and failed anchors.
 - j. Shop drawing of the anchor tendon, socket diameter, and the corrosion protection system including details for the following.
 - 1) Spacers and their location
 - 2) Centralizers and their location
 - 3) All grout tubes and the location required for complete installation
 - 4) Unbonded length corrosion protection system
 - 5) Bond length corrosion protection system
 - 6) Anchorage and trumpet, restressable anchor head assembly
 - 7) Anchorage corrosion protection system
 - k. Certificates of Compliance for the following materials, if used. The certificate shall state that the materials or assemblies to be provided will full comply with the requirements of the Contract.
 - 1) Prestressing steel, strand
 - 2) Portland cement
 - 3) Prestressing hardware
 - 4) Restressing hardware
 - 5) Bearing plates
 - 6) Corrosion protection system
4. Approval of the Contractor's Working Drawings and design submission does not relieve the Contractor of his responsibility for the successful completion of the Work.

B. During Construction:

- 1. Contractor shall keep drilling and installation records. Drilling and installation records shall be submitted to the Engineer for review within 3 days of anchor installation completion. Drilling records shall include:
 - a. Observations during drilling related to drill pressure, loss of flush, buildup or plugging
 - b. Dated drilling logs
 - c. Anchor drilling duration and drilling rates
 - d. Final tendon lengths
 - e. Unbonded and Bonded lengths
 - f. Corrosion protection sleeve length
 - g. Description and depth of rock cuttings, presence of groundwater, and unusual behavior or conditions including, but not limited to, voids and soil-filled seams

- h. Grout pressures
 - i. Grout quantities pumped (take)
 - j. Gallons of water per bag of cement used for grouting of anchors
 - k. Tendon materials and dimensions
 - l. As-built inclination and splay
 - m. Difficulties in drilling holes (if any)
 - n. Details of all water testing, regrouting and redrilling operations.
- 2. The Contractor shall submit to the Engineer for review calibration data and certificates for each test jack, load cell, primary pressure gauge, and reference pressure gauge to be used prior to start of testing, including serial numbers and calibration dates. The test jack, load cell, and pressure gauge should be tested together. Testing cannot commence until the Engineer has approved the jack, load cell, primary pressure gauge, and reference pressure gauge calibrations.
 - 3. Prestressing steel manufacturer's mill test reports for the tendons incorporated in the installation.
 - 4. Grouting records indicating the cement type, cement volume, source of water, weight of water, water-cement ratio by weight, specific gravity, quantity injected, and the grout pressures.
 - 5. Anchor test results and graphs.

1.7 QUALIFICATIONS

A. Contractor Qualifications:

- 1. The Contractor or Specialty Subcontractor performing the Work described in this Specification shall have successfully installed permanent ground anchors for a minimum of 3 projects with anchors of similar capacity, length and complexity.
- 2. The drilling foreman shall be on site at all times during anchor construction and shall have a minimum of 5 years of experience overseeing installation of anchors on similar sites.
- 3. The Contractor's Project Manager shall have a minimum of 10 years of experience as Project Manager for anchor installation projects of similar length and complexity. The Project Manager shall be on site full-time for the installation of the first two tendons and, at a minimum, make weekly site visits thereafter.

B. Professional Engineer Qualifications:

- 1. The Contractor shall engage a professional engineer to design the restressable anchor head components based on the manufacturer's wedge plate, including but not limited to stressing tails and reaction plates.
- 2. The Contractor shall engage a professional engineer to design the load test apparatus for verification anchor VA-1. The apparatus includes but is not limited to cribbing, plates, and beams.

1.8 ANCHOR LOCATIONS

- A. Site Access Plan: The Contractor shall design and construct working platforms, scaffolding, or temporary anchorage as necessary to provide access to all equipment at anchor locations. The Contractor's design for site access shall be prepared by a Professional Engineer registered in the State of Washington with at least 5 years of experience designing similar structures.

- B. Anchor holes shall be drilled within 3 inches of the location shown on the contract drawings. Anchor locations shall be field verified by a Professional Surveyor licensed in the State of Washington prior to the start of drilling.
- C. The anchor head pockets are located in the dam crest such that there is no anticipated encounter with steel reinforcement for the existing concrete pilasters based on historic drawing BA022. If reinforcement is encountered the Contractor shall notify the Engineer.
- D. Sacrificial verification test anchor, VA-1, is located beyond the right wing wall on asphalt. The anticipated subsurface conditions are shown in the Contract Drawings. The final location of the test anchor will be per the Contractor's approved Work Plan.

PART 2 PRODUCTS

2.1 GENERAL

- A. The designated materials storage location or locations shall be protected by the Contractor from theft, vandalism, passage of vehicles, and other potential sources of damage to materials delivered to the site.
- B. The Contractor shall protect the materials from the elements by appropriate means. Prestressing steel shall be stored and handled in accordance with the manufacturer's recommendations, and in such manner that no corrosion or damage to the component parts occurs. All steel components shall be protected from the elements at all times. Cement and additives for grout shall be stored under cover and protected against moisture. Avoid over- stacking grout bags.
- C. The anchors shall meet the requirements of a Class I Protection system as defined in the PTI DC35.1-14.

2.2 ADMIXTURES

- A. Admixtures that control bleed, improve flowability, reduce water content, and retard set may be used in the grout with approval of the Engineer. Admixtures, if used, shall be compatible with the prestressing steels and mixed in accordance with the manufacturer's recommendations. Expansive admixtures may only be added to the grout used for filling sealed encapsulations, trumpets, and anchorage covers. Accelerators shall not be permitted.

2.3 AGGREGATES

- A. Fine aggregate if used for consolidation grouting, must conform to ACI 301. Aggregates must not contain substances which may be deleteriously reactive with alkalis in the cement.

2.4 ANCHORAGE DEVICES

- A. Anchorages shall be a combination of a steel bearing plate with a restressable wedge plate and wedges. Anchorage devices shall be capable of developing 95% of the minimum ultimate tensile strength (MUTS) of the prestressing steel tendon. The anchorage devices shall conform to the static strength requirements of PTI TAB.1, Section 3.1.6 (1) and Section 3.1.8 (1 and 2).
- B. The bearing plate shall conform to the requirements of ASTM A36, with minimum yield strength (F_y) of 36 ksi and shall be galvanized.
- C. The trumpet shall be fabricated from a steel pipe or tube and shall be galvanized. Steel pipe or tube shall conform to the requirements of ASTM A53 for pipe or ASTM A500 for tubing. Steel trumpet pipe size shall be designed by the Contractor and submitted to Engineer for review.

- D. Wedges shall be designed to preclude premature failure of the prestressing steel due to notch or pinching effects under static and dynamic strength requirements of PTI TAB.1, Section 3.1.6 (1) and Section 3.1.8 (1 and 2). Wedges shall not be reused. Wedges shall be steel and comprise three parts per strand.

2.5 BONDBREAKER

- A. The bondbreaker (sheath around individual strands) shall be fabricated from a smooth plastic tube or pipe having the following properties: (1) resistant to chemical attack from aggressive environments, grout, or corrosion-inhibiting compound; (2) resistant to aging by ultra-violet light; (3) fabricated from material nondetrimental to the tendon; (4) capable of withstanding abrasion, impact, and bending during handling and installation; (5) enable the tendon to elongate during testing and stressing; and (6) allow the tendon to remain unbonded after lock-off.

2.6 PRIMARY AND SECONDARY CEMENT GROUT

- A. Type I, II Portland cement conforming to ASTM C150 or ASTM C595 Type 1L cement. The grout shall be a pumpable mixture of cement and water and shall be stable (bleed less than 1%), fluid, and provide a minimum 28-day compressive strength of 4,000 psi measured according to ASTM C109 at time of stressing.

2.7 CENTRALIZERS

- A. Centralizers shall be fabricated from plastic, steel, or material that is nondetrimental to the prestressing steel. Wood shall not be used. The centralizer shall be able to support the tendon in the drill hole and position the tendon so a minimum of 0.5 inch of grout cover is provided and shall permit grout to freely flow around the tendon and up the drill hole. (Note: the centralizers are required on the outside of the corrugated duct, with spacer / centralizers required on the tendon inside the corrugated).
- B. Centralizers shall be provided at maximum intervals of 10 ft, with the deepest centralizer located 1 ft from the end of the anchor, and the upper centralizer for the bond zone located no more than 5 ft from the top of the tendon bond length. Spacers shall be used to separate the steel strands comprising the tendons. Spacers shall be provided at maximum intervals of 10 ft.

2.8 CONSOLIDATION GROUT

- A. Consolidation Grout refers to grout required to pregROUT anchor holes which fail the watertightness test under the requirements of Section 3.8. The grout mix composition proportions shall be the responsibility of the Contractor. The mix design shall be submitted to the Engineer for review. Several mix designs may be required.
1. Anchor holes at the right wing wall (PA-1 through PA-5) require the use of a sanded grout mix to minimize migration into existing adit drains and known geologic features.
 2. Neat cement grout is permitted for the left wing wall anchor holes (PA-6 through PA-10).

2.9 CONVERSION COUPLER

- A. The conversion coupler is defined as the apparatus that allows for the restressing of the threaded strand anchor wedge plate by using all-thread bars.

- B. Conversion coupler shall be sized to thread on to the strand wedge plate and shall be capable of developing 95% of the specified minimum ultimate tensile strength (MUTS) of the prestressing steel tendon.

2.10 CORROSION-INHIBITING COMPOUND

- A. The corrosion-inhibiting compound placed in either the free length or the trumpet area shall be an organic compound (i.e., grease or wax) with appropriate polar moisture displacing, corrosion-inhibiting additives, and self-healing properties. The compound shall permanently stay viscous, and be chemically stable and nonreactive with the prestressing steel, the sheathing material, and the anchor grout. Corrosion-inhibiting compounds shall conform to the requirements in PTI DC35.1, Section 3.2.5.

2.11 END CAPS

- A. Anchor steel end caps shall meet the requirements of the strand manufacturer for the respective anchor size. Caps shall be filled with corrosion-inhibiting grease or wax to allow future restressing and shall be galvanized.

2.12 GROUT TUBES

- A. Grout tubes shall have an adequate inside diameter to enable the grout to be pumped to the bottom of the drill hole. Grout tubes shall be strong enough to withstand the anticipated grout pressure.

2.13 HEAT SHRINKABLE SLEEVES

- A. Heat shrinkable sleeves shall be fabricated from a radiation crosslinked polyolefin tube internally coated with an adhesive sealant. Prior to shrinking, the tube shall have a nominal wall thickness of 0.024 inch. The adhesive sealant inside the heat shrinkable tube shall have a nominal thickness of 0.02 inch.

2.14 PRESTRESSING STEEL

- A. Seven-Wire Strand Tendons shall conform to ASTM A416, including the Supplementary Requirement S1, Grade 270, low-relaxation grade, weldless grade, 0.6-inch nominal diameter.

2.15 PRESTRESSING STEEL COUPLERS

- A. Steel strands used for tendons shall be continuous with no splices. Couplers shall not be used.

2.16 SHEATH

- A. A sheath shall be used as part of the corrosion protection system for the unbonded length portion of the tendon. The sheath shall be fabricated from one of the following:
 1. A polyethylene tube pulled or pushed over the prestressing steel. The polyethylene shall be Type II, III, or IV as defined by ASTM D1248 (or approved equal). The tubing shall have a minimum wall thickness of 0.060 inch.
 2. A hot-melt extruded polypropylene tube. The polypropylene shall be cell classification B55542-11 as defined by ASTM D4101 (or approved equal). The tubing shall have a minimum wall thickness of 0.060 inch.
 3. A hot-melt extruded polyethylene tube. The polyethylene shall be high density Type III as defined by ASTM D1248 (or approved equal). The tubing shall have a minimum wall thickness of 0.06 inch.

4. Plastic pipe or tube of PVC conforming to ASTM D1784, Class 13464-B. The pipe or tube shall be Schedule 40 at a minimum.

2.17 SPACERS

- A. Spacers shall be used to separate elements of a multi-element tendon and shall permit grout to freely flow around the strands and up the drill hole. Spacers shall be fabricated from plastic, steel, or other material that is nondetrimental to the prestressing steel. Wood shall not be used.

2.18 STRESSING BARS AND ANCHORAGE

- A. Stressing bars for future restressing of the tendon shall consist of all-thread steel bars and shall conform to the strength properties of ASTM A722 for Type II (deformed) bars, Grade 75 or 150. The size and length of the stressing tails shall be per the approved restressable anchorage shop drawings, determined by the Contractor's Engineer.
- B. Nuts shall comply with the performance requirements of Section 4.2 in PTI M50.1.
- C. Washers and hex nuts shall be per the approved stressing tail bar size.

2.19 TENDON BOND LENGTH ENCAPSULATIONS

- A. The tendon bond length encapsulation shall be fabricated from one of the following:
 1. High density corrugated polyethylene tubing conforming to the requirements of AASHTO M252 and having a minimum wall thickness of 0.06 inch except pregrouted tendons that may have a minimum wall thickness of 0.04 inch.
 2. Corrugated, polyvinyl chloride tubes manufactured from rigid PVC compounds conforming to ASTM D1784, Class 13464-B.

2.20 WATER

- A. Water for mixing grout shall be potable, clean, and free of injurious quantities of substances known to be harmful to Portland cement or prestressing steel.

PART 3 EXECUTION

3.1 EQUIPMENT LIMITATIONS

- A. All heavy equipment employed must be able to perform without damaging the existing structures.
- B. Reservoir access for barges shall be coordinated with Tacoma Power and may require coordination with existing structures such as a boat barrier and fish guide net.
- C. Tacoma Power may require access to the dam crest occasionally. The Contractor is responsible for coordinating removal of equipment and materials from the dam crest with the Tacoma Power Operator when access is required.
- D. Installation Equipment: All equipment shall be capable of installing the required tendons at the locations indicated, for the subsurface conditions anticipated, and to avoid damage to the wing walls.

- E. The grouting equipment shall produce a grout free of lumps and undispersed cement. The mixer must be of a high-speed "colloidal mill" type. A positive displacement grout pump shall be used. The pump shall be equipped with a pressure gauge to monitor grout pressures. The pressure gauge shall be capable of measuring pressures of at least twice the actual grout pressures used by the Contractor. The grouting equipment shall be sized to enable the grout to be pumped in one continuous operation. The annulus around the corrugated duct must be grouted in stages. The mixer should be capable of continuously agitating the grout. Paddle mixers are prohibited.

3.2 CORROSION PROTECTION

- A. Anchors shall be protected in accordance with PTI recommendations for Class I, Encapsulated Tendons. The corrosion protection systems shall be designed and constructed to provide reliable anchors for permanent structures.
- B. Anchorage Protection:
 - 1. Steel bearing plates, trumpets, and end caps shall be hot dip galvanized.
 - 2. Damage to protective coatings shall be repaired.
 - 3. All stressing anchorages shall have a corrosion-inhibiting grease-filled or wax-filled cover.
 - 4. The trumpet shall be sealed to the bearing plate and shall overlap the unbonded length corrosion protection by at least 12 inches. The trumpet shall be long enough to accommodate movements of the tendon during testing and stressing. On strand tendons, the trumpet shall be long enough to enable the tendon to make a transition from the diameter of the tendon along the unbonded length to the diameter of the tendon at the wedge plate without damaging the encapsulation.
 - 5. The trumpet shall be completely filled with corrosion-inhibiting grease or wax. Compounds may be placed any time during construction. Compound-filled trumpets shall have a permanent seal between the trumpet and the unbonded length corrosion protection. Grease must be placed after the anchor has been tested and stressed to the lock-off load.
- C. Unbonded Length Protection:
 - 1. Corrosion protection of the unbonded length shall be provided by a combination of sheaths, sheaths filled with a corrosion-inhibiting compound or grout, or a heat shrinkable tube internally coated with a mastic compound. The corrosion-inhibiting compound shall completely coat the tendon elements, fill the void between them and the sheath, and fill the interstices between the wires of 7-wire strands. Provisions shall be made to retain the compound within the sheath.
 - 2. The corrosion protective sheath surrounding the unbonded length of the tendon shall be long enough to extend into the trumpet, but shall not come into contact with the stressing anchorage during testing. Any excessive protection length shall be trimmed off.
- D. Unbonded Length/Bond Length Transition: The transition between the corrosion protection for the bonded and unbonded lengths shall be designed and fabricated to ensure continuous protection from corrosive attack.
- E. Tendon Bond Length Protection for Grout Protected Tendons (Class I):

1. A grout-filled, corrugated plastic encapsulation shall be used. The prestressing steel must be grouted inside the encapsulation after the tendon has been placed.
2. Centralizers or grouting techniques shall ensure a minimum of 0.5 inch of grout cover over the encapsulation.

3.3 TENDON STORAGE AND ANCHORAGE

- A. Tendons shall be handled and stored in such a manner as to avoid damage or corrosion. Damage to the prestressing steel, the corrosion protection, and/or the epoxy coating as a result of abrasions, cuts, nicks, welds, and weld splatter will be cause for rejection by the Engineer. The prestressing steel shall be protected if welding is to be performed in the vicinity. Grounding of welding leads to the prestressing steel is forbidden. Prestressing steel shall be protected from dirt, rust, or deleterious substances. A light coating of rust on the steel is acceptable. If heavy corrosion or pitting is noted, the Engineer shall reject the affected tendons.
- B. The Contractor shall use care in handling and storing the tendons at the site. Prior to inserting a tendon in the drill hole, the Contractor and the Engineer shall examine the tendon for damage to the encapsulation and the sheathing. If, in the opinion of the Engineer, the encapsulation is damaged, the Contractor shall repair the encapsulation in accordance with the tendon supplier's recommendations. If, in the opinion of the Engineer, the smooth sheathing has been damaged, the Contractor shall repair it with ultra-high molecular weight polyethylene tape. The tape should be spiral wound around the tendon to completely seal the damaged area. The pitch of the spiral shall ensure a double thickness at all points.
- C. Banding for fabricated tendons shall be padded to avoid damage to the tendon corrosion protection. Upon delivery, the fabricated anchors or the prestressing steel for fabrication of the tendons on site and all hardware shall be stored and handled in such a manner to avoid mechanical damage, corrosion, and contamination with dirt or deleterious substances.
- D. Prestressing steel shall not be exposed to excessive heat (i.e., more than 230°C).

3.4 TENDON FABRICATION

- A. Tendons shall be either shop or field fabricated from materials conforming to Part 2 of the Specification and as shown in the approved Working Drawings and schedules.
- B. Prestressing steel shall be cut with an abrasive saw. Use of an oxyacetylene torch is prohibited.
- C. All of the tendon bond length must be free of dirt, manufacturers' lubricants, corrosion-inhibitive coatings, or other deleterious substances that may significantly affect the grout-to-tendon bond or the service life of the tendon.

3.5 PRECONSTRUCTION MEETING

- A. Prior to the test anchor and production anchor installation, a preconstruction meeting shall be organized by the Contractor and held at the site. The Representatives of the Contractor, quality control personnel, Owner, and Engineer shall attend. Detailed minutes of the meeting shall be prepared by the Contractor and submitted to the Engineer within 3 days.
- B. The meeting should include a review of the contract documents, discussion of potential issues and solutions, responsibilities of the parties, communication procedures, and testing requirements.

3.6 EXPLORATORY DRILLING OF ANCHOR HOLE

- A. Prior to drilling anchor holes, exploratory pilot holes shall be drilled at all anchor locations shown on the Contract Drawings. Pilot holes shall be drilled at precise location and alignment of anchors. Drill pilot holes in accordance with Specification Section 02 32 19 – Exploratory Drilling and Televiewer.
- B. Upon receiving approval of pilot hole exploration from Engineer, the Contractor can proceed to drill the anchor boreholes to the specified diameter. The anchors at pilot hole locations shall be drilled through the pilot hole to the minimum length and socket diameter specified on the Contract Drawings. The Engineer reserves the right to modify the length of the anchors based on results of the exploration.

3.7 DRILLING

- A. The Contractor shall be responsible for using a drilling method to establish a stable hole of adequate dimensions, within the tolerances specified. Drilling methods that distress the existing structure and foundation shall not be used.
- B. Holes shall be drilled using water or air as drilling fluid. The drilling fluid shall be returned at the top of the drill hole, and the spoils collected and disposed. Drill spoils and return shall not induce pressures exceeding the threshold values outlined in the Engineer's DPP. Contractor shall continuously monitor and observe drilling action for signs of pressure build up. If observations indicate pressure build up, the Contractor shall stop immediately and clear the hole. If signs of pressure build up continue after the hole is cleared, Contractor shall revise drilling method to reduce pressure.
- C. Holes for anchors shall be drilled at the locations and to the length, inclination, and diameter shown on the Contract Drawings. The drill bit shall not be more than 0.12-inch smaller than the specified hole diameter. At the dam crest surface, the drill hole shall be located within 3 inches of the location shown on the Contract Drawings unless otherwise directed by the Engineer. The drill hole location is not allowed to be offset in the upstream direction. The drill hole shall be located so the longitudinal axis of the drill hole and the longitudinal axis of the tendon are parallel. In particular, the anchor hole shall not be drilled in a location that requires the tendon to be bent to enable the bearing plate to be connected to the supported structure. At the point of entry, the anchor shall be installed within ± 1 degrees of the inclination from vertical shown on the Contract Drawings or the approved Working Drawings. The Contractor shall measure the inclination of the drill hole every 25 feet and report data to the Engineer Representative on site. The anchor shall be installed within ± 2 degrees from vertical over the total length of the anchor.
- D. The tendon bond zone shall not be permitted to begin within 15 ft of the dam foundation contact and shall meet the minimum lengths shown in the Contract Drawings.

3.8 WATER TIGHTNESS TESTING

- A. The corrugated sheathing shall be water pressure tested by the Contractor prior to installation into the anchor drill hole. The corrugation shall be water tested at a minimum initial pressure of 5 psi. If perforations in the corrugated sheathing are observed, the Contractor shall repair the corrugated sheathing using methods approved by the tendon manufacturer. The Engineer must be present during the repair of any corrosion protection.

- B. The anchor holes shall be water pressure (packer) tested for the full length of the anchor by the Contractor as directed by the Engineer using approved methods and equipment. All holes shall be water tested at a minimum initial pressure of 5 psi in excess of the hydrostatic head at the time of testing when measured at the top of the hole, and the flow rate be measured over a 10-minute period. If the water take of the hole exceeds 2.75 gallons of water, the Engineer may require the hole to be consolidation grouted to the extent determined by the Engineer. The sequence of pressure testing, regrouting, and redrilling shall be repeated until the hole meets the water pressure testing requirements in this section.

3.9 TENDON INSERTION

- A. Tendons shall be placed in accordance with the Contract Drawings and details, and the recommendations of the tendon manufacturer. The tendon shall be inserted into the drill hole to the desired depth without difficulty. When the tendon cannot be completely inserted, the Contractor shall remove the tendon from the drill hole and clean or redrill the hole to permit insertion. Partially inserted tendons shall not be driven or forced into the hole.
- B. Each anchor tendon shall be inspected by field personnel during installation into the drill hole or casing. Damage to the corrosion protection system shall be repaired, or the tendon replaced if not repairable. Loose spacers or centralizers shall be reconnected to prevent shifting during insertion. If the patch is not allowed to cure prior to inserting the tendon in the drill hole, the patched area shall be protected by tape or other suitable means.
- C. The rate of placement of the tendon into the hole shall be controlled, such that the sheathing, coating, and grout tubes are not damaged during installation of the tendon. Anchor tendons shall not be subjected to sharp bends. The bottom end of the tendon may be fitted with a cap or bullnose to aid its insertion into the hole, casing, or sheathing.
- D. Reinforcement shall be centered in the hole with appropriate centering devices. Reinforcement shall be placed prior to grouting. Reinforcement should not be subjected to sharp bends.
- E. Protect the tail of the anchor from exposure to wet weather at all times.

3.10 GROUTING

- A. The grout shall be injected from the lowest point of the drill hole. The grout shall be placed after insertion of the tendon. The quantity of the grout and the grout pressures shall be recorded. The grout pressures and grout takes shall be controlled to prevent excessive heave or fracturing.
- B. The tendon shall be supported at the top of the anchor such that the tendon is straight during grouting. Tendon supports shall remain in place until the grout has initially cured.
- C. Care shall be taken to ensure that excess differential grout pressures acting on the encapsulation do not damage, distort, or displace it. Cutting "windows" in the encapsulation or omission of the end cap to allow equalization of interior and exterior grout levels shall not be permitted. A dedicated tremie grout tube for grouting the annulus around the encapsulation may penetrate the end cap or the side of the encapsulation within the bottom 300 mm (12 in.) provided:
 - 1. The penetration is permanently sealed by the fabricator.
 - 2. The penetration is watertight.

3. The end cap and grout tube connection are firmly fixed to each other; and
 4. The grout tube extends the full length of the tendon.
- D. Engineer shall be notified if grout volumes exceed 1.5 times the theoretical amount. Contractor shall employ remedial measures for grout loss per the approved Work Plan.
- E. The grout tube may remain in the hole on completion of grouting if the tube is filled with grout.
- F. Use neat cement grout that only contains cement and water with a water cement ratio of 0.4 to 0.5 which is approximately 5.5 gallons of water per 94 lb of Portland cement. The corresponding specific gravity of the grout shall range from 1.8 to 1.9. During grouting, the wet grout specific gravity shall be measured and confirmed using mud balance testing or other approved testing device.
- G. After grouting, the tendon shall not be tested until the grout strength has reached 4,000 psi.

3.11 ANCHORAGE INSTALLATION

- A. If ordered with excess unbonded length, the Contractor may cut excess unbonded length upon the Engineer's approval of the pilot hole and as-built drill depths. The excess length shall be cut according to the tendon manufacturer's recommendation and shall leave enough tail for anchor stressing. All trimming of the tendons shall be done on the unbonded length. The bonded length shall not be cut without Engineer's approval.
- B. The anchor bearing plate and the wedge plate shall be installed perpendicular to the tendon, within ± 3 degrees and centered on the bearing plate, without bending or kinking of the prestressing steel elements. Wedge holes and wedges shall be free of rust, grout, and dirt.
- C. The stressing tail shall be cleaned and protected from damage until final testing and lock-off. After the anchor has been accepted by the Engineer, the stress tail shall be cut to its final length according to the tendon manufacturer's recommendations.
- D. The corrosion protection surrounding the unbonded length of the tendon shall extend up beyond the bottom seal of the trumpet, or 4 inches into the trumpet if no trumpet seal is provided.
- E. The corrosion protection surrounding the unbonded length of the tendon shall not contact the bearing plate or the anchor head during testing and stressing.

3.12 STRESSING, LOAD TESTING, AND ACCEPTANCE

- A. General:
1. Each anchor shall be tested. No load greater than 10% of the design working load can be applied to the anchor prior to testing. The maximum test load shall be 80% of the minimum ultimate tensile strength (MUTS) of the prestressing steel of the tendon as shown on the Contract Drawings. The test load shall be simultaneously applied to the entire tendon. Stressing of single elements of multi-element tendons shall not be permitted.
 2. Contractor shall provide a flat, stable bearing surface for stressing equipment.

3. The Engineer will monitor existing cracks in the concrete wing walls at each load increment of the load test for anchors adjacent to the cracks. The cracks are shown in the Contractor Drawings. The Contractor shall work cooperatively with the Engineer during these readings and shall not proceed to the subsequent load increment without the Engineer's approval.

B. Stressing Equipment:

1. The testing equipment shall consist of:
 - a. Three dial gauges or vernier scales capable of measuring to the nearest 0.001 inch shall be used to measure the tendon extension. At least one of the dials must be digital. The movement-measuring device shall have a minimum travel equal to the theoretical elastic elongation of the total anchor length at the maximum test load, and it shall have adequate travel so the anchor movement can be measured without resetting the device at an interim point. To allow for accuracy of readings for the pressure gauges, the range of the gauge shall be such that the pressures recorded at the 100% design load shall be within the mid-range of the gauge.
 - b. A hydraulic jack and pump shall be used to apply the test load. The jack and a calibrated primary pressure gauge shall be used to measure the applied load. The jack and primary pressure gauge shall be calibrated by an independent firm as a unit. The calibration shall have been performed within 60 working days of the date when the calibration submittals are provided to the Engineer. Testing cannot commence until the Engineer has approved the calibration. The primary pressure gauge shall be graduated in 100 psi increments or less. The ram travel shall be at least 8 inches, and preferably not be less than the theoretical elongation of the tendon at the maximum test load. If elongations greater than 8 inches are required, restroking is allowed.
 - c. A calibrated reference pressure gauge shall also be kept at the site to periodically check the production (i.e., primary pressure) gauge. The reference gauge shall be calibrated with the test jack and primary pressure gauge. The reference pressure gauge shall be stored indoors and not subjected to rough treatment.
 - d. The stressing equipment shall be placed over the tendon in such a manner that the jack, bearing plates, and stressing anchorage are axially aligned with the tendon and the tendon is centered within the equipment.

C. Load Test Setup:

1. Dial gauges shall bear on the pulling head of the jack, and their stems shall be coaxial with the tendon direction. The gauges shall be supported on an independent, fixed frame, such as a tripod, which will not move as a result of stressing, tidal action, freeze thaw, or other ground movements or construction activities during the operation.
2. The Engineer is responsible for monitoring crack gauges to measure deformations at existing cracks in the concrete, if any.
3. Prior to setting the dial gauges, the Alignment Load (AL) shall be accurately placed on the tendon.
4. Regripping of strands, which would cause overlapping wedge bites, or wedge bites on the tendon below the anchor head, shall be avoided.

5. Stressing and testing of multiple element tendons with single element jacks is not permitted.
 6. Stressing shall not begin before the grout has reached its design strength.
- D. Verification Tests: A preproduction verification test shall be performed by Contractor on a sacrificial Tiedown Anchor prior to the start of anchor installation, as indicated below. The verification test location shall be at the location shown on the Contract Drawings. The anchor shall be bonded in rock similar to the foundation of the dam and be tested. The verification test anchor shall be constructed using the same installation procedures as the production anchors.
1. The tiedown anchor shall be tested to at least 200 percent of the geotechnical capacity of the bond zone, where the geotechnical capacity is denoted herein as the Verification Test Load (VTL) and calculated using the equation below. The VTL shown on the contract drawings assumes a 20-foot bonded length and 15-inch diameter drill hole and is subject to change based on the as-built bonded zone. VTL shall not exceed 80 percent of the ultimate strength of the steel.

$$VTL = d_{hole} \times \pi \times T_{ult} \times L_{bond}$$

Where,

d_{hole} = drill hole diameter (in)

π = 3.14159

T_{ult} = design ultimate bond stress, assumed to be 250 psi

L_{bond} = length of verification anchor bond zone (in)

2. The verification test shall be performed by incrementally loading and unloading the sacrificial anchor in accordance with schedule below and approved by Engineer but shall generally follow the provisions of a Performance Test (including an Extended Creep Test). The load shall be raised from one increment to another immediately after recording the anchor movement. The anchor movement shall be measured and recorded to the nearest 0.001 inch with respect to an independent fixed reference point at the alignment load and at each increment of load. The load increase shall be established using the calibrated primary pressure gage. The load recorded shall be as per the calibrated load cell readings. At load increments other than the maximum test load, the load shall be held just long enough to record the movement reading.

The verification test shall be made by incrementally loading the anchor in accordance with the following schedule:

VERIFICATION TEST SCHEDULE					
Step	Loading	Applied Load	Record and Plot Total Movement (δ_{ti})	Record and Plot Residual Movement (δ_{ri})	Calculate Elastic Movement (δ_{ei})
1	Apply alignment load (AL)				
2	Cycle 1	0.20VTL	δ_{t1}		$\delta_{t1}-\delta_{r1}=\delta_{e1}$
		AL		δ_{r1}	
3	Cycle 2	0.20VTL	δ_2		$\delta_{t2}-\delta_{r2}=\delta_{e2}$
		0.40VTL	δ_{t2}		
		AL		δ_{r2}	
4	Cycle 3	0.20VTL	δ_3		$\delta_{t3}-\delta_{r3}=\delta_{e3}$
		0.40VTL	δ_3		
		0.60VTL*	δ_{t3}		
		AL		δ_{r3}	
5	Cycle 4	0.20VTL	δ_4		$\delta_{t4}-\delta_{r4}=\delta_{e4}$
		0.40VTL	δ_4		
		0.60VTL	δ_4		
		0.80VTL*	δ_{t4}		
		AL		δ_{r4}	
6	Cycle 5	0.20VTL	δ_5		$\delta_{t5}-\delta_{r5}=\delta_{e5}$
		0.40VTL	δ_5		
		0.60VTL	δ_5		
		0.80VTL	δ_5		
		0.9VTL*	δ_{t5}		
		AL		δ_{r5}	
7	Cycle 6	0.20VTL	δ_6		
		0.40VTL	δ_6		
		0.60VTL	δ_6		
		0.8VTL	δ_6		
		0.9VTL	δ_6		
		1.0VTL**	δ_{i6} , zero reading for creep test		
8	*Hold load for 10 minutes while recording movement at specific times. If the total load movement measured during the load hold exceeds the specified maximum value, then the load hold shall be extended to a total of 60 minutes. ** Hold load for 60 minutes while recording movement at specific times				
9	Cycle 6 cont'd	AL		δ_{r6}	$\delta_{t6}-\delta_{r6}=\delta_{e6}$
Notes: AL = Alignment Load, VTL = Verification Test Load, δ_i = total movement at a load other than maximum for cycle, i = number identifying a specific load cycle.					

E. Performance Tests:

1. All of the production anchors shall be performance tested in accordance with the procedures described below
2. The performance test shall be made by incrementally loading and unloading the anchor in accordance with the schedule provided. The load shall be raised from one increment to another immediately after recording the anchor movement. The anchor movement shall be measured and recorded to the nearest 0.001 inch with respect to an independent fixed reference point at the alignment load and at each increment of load. The load shall be monitored with the primary pressure gauge. The reference pressure gauge shall be placed in series with the primary pressure gauge during each performance test. If the load determined by the reference pressure gauge and the load determined by the primary pressure gauge differ by more than 10%, the jack, primary pressure gauge, and reference pressure gauge shall be recalibrated at no expense to the Owner. At load increments other than the maximum test load, the load shall be held just long enough to obtain the movement reading.
3. The maximum test load in a performance test shall be held for a minimum of 10 minutes. A load cell shall be used to monitor small changes in load during constant load-hold periods.

PERFORMANCE TEST SCHEDULE					
Step	Loading	Applied Load	Record and Plot Total Movement (δ_{ti})	Record and Plot Residual Movement (δ_{ri})	Calculate Elastic Movement (δ_{ei})
1	Apply alignment load (AL)				
2	Cycle 1	0.25DL	δ_{t1}		$\delta_{t1}-\delta_{r1}=\delta_{e1}$
		AL		δ_{r1}	
3	Cycle 2	0.25DL	δ_2		$\delta_{t2}-\delta_{r2}=\delta_{e2}$
		0.50DL	δ_{t2}		
		AL		δ_{r2}	
4	Cycle 3	0.25DL	δ_3		$\delta_{t3}-\delta_{r3}=\delta_{e3}$
		0.50DL	δ_3		
		0.75DL	δ_{t3}		
		AL		δ_{r3}	
5	Cycle 4	0.25DL	δ_4		$\delta_{t4}-\delta_{r4}=\delta_{e4}$
		0.50DL	δ_4		
		0.75DL	δ_4		
		1.00DL	δ_{t4}		
		AL		δ_{r4}	
6	Cycle 5	0.25DL	δ_5		$\delta_{t5}-\delta_{r5}=\delta_{e5}$
		0.50DL	δ_5		
		0.75DL	δ_5		
		1.00DL	δ_5		
		1.20DL	δ_{t5}		
		AL		δ_{r5}	
7	Cycle 6	0.25DL	δ_6		
		0.50DL	δ_6		
		0.75DL	δ_6		
		1.00DL	δ_6		
		1.20DL	δ_6		
		1.33DL	δ_{t6} , zero reading for creep test		
8	Hold load for 10 minutes while recording movement at specific times. If the total load movement measured during the load hold exceeds the specified maximum value, then the load hold shall be extended to a total of 60 minutes.				
9	Cycle 6 cont'd	AL		δ_{r6}	$\delta_{t6}-\delta_{r6}=\delta_{e6}$
10		LO	δ		
Notes: AL = Alignment Load, DL = Design Load, LO = Lockoff, δ_i = total movement at a load other than maximum for cycle, i = number identifying a specific load cycle.					

4. The jack shall be adjusted as necessary in order to maintain a constant load. The load-hold period shall start as soon as the maximum test load is applied; and the anchor movement, with respect to a fixed reference, shall be measured and recorded at 1 minute, 2, 3, 4, 5, 6, and 10 minutes. If the anchor movement between 1 minute and 10 minutes exceeds 0.04 inch, the maximum test load shall be held for an additional 50 minutes. If the load hold is extended, the anchor movement shall be recorded at 15 minutes, 20, 30, 40, 50, and 60 minutes.
5. The field log and submitted performance test schedule shall show the applied load values, not fractions of the design load.

F. Anchor Acceptance Criteria:

1. A performance-tested or verification-tested anchor with a 10-minute load hold shall be acceptable if: (1) the anchor resists the maximum test load with less than 0.04 inch of movement between 1 minute and 10 minutes; and (2) the total elastic movement at the maximum test load exceeds 80% of the theoretical elastic elongation of the unbonded length.
2. A performance-tested or verification-tested anchor with a 60-minute load hold shall be acceptable if: (1) the anchor resists the maximum test load with a creep rate that does not exceed 0.08 inch in the last log cycle of time; and (2) the total elastic movement at the maximum test load exceeds 80% of the theoretical elastic elongation of the unbonded length.
3. An anchor subjected to extended creep testing is acceptable if: (1) the anchor resists the maximum test load with a creep rate that does not exceed 0.08 inch in the last log cycle of time; and (2) the total elastic movement at the maximum test load exceeds 80% of the theoretical elastic elongation of the unbonded length. The creep within bars that have not been proof stretched by the manufacturer shall be adjusted by a correction factor determined by test results furnished by the bar supplier to reflect the behavior of the material.
4. Total movement at the maximum load is no greater than theoretical elastic elongation of 100% free length plus 50% bond length, and no less than theoretical elastic elongation of 80% free length.
5. The initial lift-off reading shall be within $\pm 5\%$ of the designed lock-off load. If this criterion is not met, then the tendon load shall be adjusted accordingly and the initial lift-off reading repeated.

G. Anchor Lock-Off:

1. Each anchor tendon shall be locked off at the lockoff load specified on the Contract Drawings.
2. After testing has been completed, the load in the tendon shall be such that after seating losses (i.e., wedge seating), the specified lock-off load has been applied to the anchor tendon.
3. The wedges shall be seated at a minimum load of 50% MUTS. If the lock-off load is less than 50% MUTS, shims shall be used under the wedge plate and the wedges seated at 50% MUTS. The shims shall then be removed to reduce the load in the tendon to the desired lock-off load.

- H. Anchor Lift-Off Test: After transferring the load to the anchorage, and prior to removing the jack, a lift-off test shall be conducted to confirm the magnitude of the load in the anchor tendon. This load is determined by reapplying load to the tendon to lift off the wedge plate without unseating the wedges. The lift-off load shall be within 5% of the lock-off load. This moment represents zero time for any long-term monitoring.

3.13 DRILLING AND GROUTING SPOILS

- A. Drilling and grouting spoils shall be collected in a controlled manner that prevents spoils from ponding on the dam crest or spilling into the dam face and/or reservoir. Spoils shall be collected using hoses that connect to a dumpster or storage bin located at a location per the approved Work Plan, and disposed of at an approved location off site.

PART 4 CONTRACTOR'S QUALITY CONTROL PROGRAM

4.1 FIELD QUALITY CONTROL

- A. The following describes the minimum inspection and testing requirements for the work of this section:
1. Installation and testing of all tiedown components, including grout and load testing as specified in this section.
 2. The following records will be prepared for the Engineer. The records shall be completed within 24 hours after each tiedown installation is completed. The records shall include the following minimum information:
 - a. Drilling duration and observations (e.g., flush return)
 - b. Information on concrete and rock encountered, including description of strata, water, etc.
 - c. Length of unbonded zone, bonded zone, and total length of tiedown
 - d. Description of unusual installation behavior, conditions
 - e. Any deviations from the intended parameters
 - f. Grout pressures attained, where applicable
 - g. Grout quantities pumped
 - h. Grout strength data
 - i. Tiedown materials and dimensions
 - j. Tiedown test records, analysis, and details

END OF SECTION

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

APPENDIX B - CONFIDENTIAL

75% Basis of Design Memorandum

Includes Design and Reference Drawings

Appendix B contains confidential technical information and is available only upon execution of the City's Confidentiality/Non-Disclosure Agreement (NDA). Prospective bidders shall submit a request for the NDA to Ryan Foster, Senior Contracting and Procurement Specialist, at rfoster1@tacoma.gov. Upon receipt and acceptance of the executed NDA, access to the confidential appendix will be provided.

APPENDIX C - CONFIDENTIAL

75% Geotechnical Data Report

Appendix C contains confidential technical information and is available only upon execution of the City's Confidentiality/Non-Disclosure Agreement (NDA). Prospective bidders shall submit a request for the NDA to Ryan Foster, Senior Contracting and Procurement Specialist, at rfoster1@tacoma.gov. Upon receipt and acceptance of the executed NDA, access to the confidential appendix will be provided.

APPENDIX D

Cushman Dam No. 1 Anchoring WQPP

**RAFT FROM IN ESTIGAT ON PHASE I CLUDED FOR
FORMATION AND BIDDING. WILL BE UPDATED TO REFLECT
CONTRACTOR'S MEANS AND METHODS FOR CONSTRUCTION.
CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK
ASSOCIATED WITH THE WQPP AND TO MEET DEPARTMENT OF
ECOLOGY REGULATIONS**

Cushman Dam No. 1 Anchoring

Water Quality Protection Plan (WQPP)



Tacoma Power

List of Acronyms and Abbreviations

Acronym / Abbreviation	Explanation
303(d)	Section of the Clean Water Act pertaining to Impaired Waterbodies
BFO	Bellingham Field Office of the Department of Ecology
BMP(s)	Best Management Practice(s)
CESCL	Certified Erosion and Sediment Control Lead
CO₂	Carbon Dioxide
CRO	Central Regional Office of the Department of Ecology
CSWGP	Construction Stormwater General Permit
CWA	Clean Water Act
DMR	Discharge Monitoring Report
DO	Dissolved Oxygen
Ecology	Washington State Department of Ecology
EPA	United States Environmental Protection Agency
ERO	Eastern Regional Office of the Department of Ecology
ERTS	Environmental Report Tracking System
ESC	Erosion and Sediment Control
GULD	General Use Level Designation
NPDES	National Pollutant Discharge Elimination System
NTU	Nephelometric Turbidity Units
NWRO	Northwest Regional Office of the Department of Ecology
pH	Power of Hydrogen
RCW	Revised Code of Washington
SPCC	Spill Prevention, Control, and Countermeasure
su	Standard Units
SWMMEW	Stormwater Management Manual for Eastern Washington
SWMMWW	Stormwater Management Manual for Western Washington
SWPPP	Stormwater Pollution Prevention Plan
TESC	Temporary Erosion and Sediment Control
SWRO	Southwest Regional Office of the Department of Ecology
TMDL	Total Maximum Daily Load
VFO	Vancouver Field Office of the Department of Ecology
WAC	Washington Administrative Code
WSDOT	Washington Department of Transportation
WWHM	Western Washington Hydrology Model

Table of Contents

Introduction	1
General purpose of the WQPP	1
Existing permits, certifications, regulations, and/or authorizations	1
Project Summary	1
Project Description:.....	2
Project Location	2
Project Narrative.....	2
Work Sequence.....	2
Near- and/or In-Water Work	3
General BMPs	3
Erosion, Sediment and Pollution Control Best Management Practices (BMPs).....	3
Site-Specific BMPs	4
See attached maps for proposed locations of actions, BMPs and monitoring compliance points.....	4
Specific Work Areas/Activities	4
1. Installation of BMPs	4
2. Site Preparation	5
3. Drawing Lake Water	5
4. Drilling	5
5. Disposal of Process Water	5
6. Backfilling Boreholes	Error! Bookmark not defined.
7. Site Demobilization	6
Monitoring Methodology	6
Applicable project criteria and information:	7
Points of compliance	8
pH Monitoring	8
Turbidity Monitoring	8
Site Inspections.....	8
Site Maps.....	9
Relevant Project Contacts	13

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, certifications, regulations, and/or authorizations

	Number	Date(s)	Conditions
401 WQC	7158	8/19/2010	N/A
WAC 173-201A-200	Char Spawning and Rearing (see “Project Information” for Numeric Criteria)		
HPA	2025-6-420+01	9/22/2025 — 12/21/2025	For Water Diversion
SEPA Exemption	2026-01	N/A	
Mason County Shoreline Exemption	2026-01	N/A — N/A	

Project Summary

- Project/Site Name: Cushman Dam No. 1 Anchoring
- Street/Location: 391 Standstill Drive
- City: Hoodspport
- County: Mason
- State: WA
- Zip code: 98548
- Parcel Number: 422050060000, 422052222222
- Location (lat/long): 47.42269881495392, -123.22286063968181
- Waterbody: Lake Cushman
- Ordinary High Water Mark: 738 Feet (Tacoma City Light Datum)
- FERC License Number: 460

This document presents the Water Quality Protection Plan (WQPP) for activities related to the Cushman Dam No. 1 Anchoring located in Mason County, Washington. Activities performed under this WQPP are covered by Tacoma Power’s Hydraulic Project Approval (HPA), Cushman Dam No. 1 Water Diversion (2025-6-420+01), issued by the Washington Department of Fish and Wildlife (WDFW). The HPA covers the period 11/6/2025 through 11/5/2030.

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 WQCs dated 8/19/2010 (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:

The proposed anchoring consists of 10 anchors and one verification anchor on the right abutment of the dam. Five anchors will be installed in each wing wall. All anchors will be installed from the crest (top) of the dam. The drilling will consist of diamond-core fluidrotary methods for drilling. After the holes are created, the anchors will be lowered down by a crane and grout will be used to secure the anchors into the dam. There will be an access hole at the top of the anchor to allow for tensioning adjustments as the anchors settle. The intent of this WQPP is to prevent all discharge of water runoff to waters of the state during drilling and backfilling actions.

Project Location

Cushman Dam No. 1 is located in Hoodspport, Washington and impounds Lake Cushman. From I-5 take exit 104 towards US-101 N toward Aberdeen/Port Angeles. In 5.5 miles continue right onto US-101 N. Continue on US-101 N for 28.9 miles. Turn left onto N Lake Cushman Rd. In 3.9 miles turn left onto N Standstill Dr S. Cushman Dam No. 1 is on the left in about 1 mile.

Project Narrative

This project is required by the Federal Energy Regulatory Commission's Dam Safety department. Tacoma Power must complete these actions in order to satisfy our FERC Dam Safety obligations. This work is crucial in ensuring structural integrity of the dam.

Rock and concrete coring will be completed using HQ3 triple-barrel diamond core techniques that result in a 3.78-inch diameter hole, and a 2.5-inch diameter core. Borings located on the Dam crest, where the proposed anchors will be installed, will collect concrete cores from the surface with a diameter of at least 3.78 inches and a length at least two times the diameter, approximately 8 inches, before switching to HQ3 methods. Boreholes will range in depth from 55 to about 275 feet. Borings located downstream of the dam will include installation of surface casing prior to coring in preparation for artesian flow, if encountered as a result of high reservoir levels or flooding. This will allow a valve to be placed on the casing to seal off the hole, if needed.

Rock and concrete core drilling will be conducted using water from the reservoir to keep the equipment cool and remove cuttings while drilling. Polymer designed for use in drilling may be added to the drill water to increase viscosity and aid in retrieving cuttings and to increase lubrication. Approximately 2,000 gallons of water per day will be used resulting in up to 100,000 gallons for the project. Drilling fluids that return to the top of the drill casing will be collected in barrels and tested for pH. If the water meets state water quality standards it will be disposed of at an upland location on site via pump and sprinkler.

Work Sequence

Work will begin on or near October 6, 2025 and should take approximately two months.

1. Install signage and High-Vis fencing to close the area.

2. Install BMPs.
3. Clearing Trail to the Abutment on the Right side of the Dam.
4. Positioning Drilling Rig and Setting Up Water Delivery System.
5. Drilling and borehole testing.
6. Dispose of process water.
7. Backfill boreholes.
8. Safely demobilize.

Near- and/or In-Water Work

Near- and/or In-Water Work will consist of a five gallon per minute (gpm) pump positioned off the top deck of the dam extracting water for the drilling process. This pump will be behind a Transition Net Structure that prevents fish from entering the forebay near the dam and guides fish to the Floating Surface Collector. The floating surface collector will not be running during the time of the construction so fish attraction towards the action area is not anticipated. A fish screen will be used on the pump as required by HPA 2025-6-360+01.

General 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) Water quality will be monitored as appropriate (see Monitoring section below).
- 9) Spoils will not be stockpiled in or adjacent to the water to prevent backflow of turbid waters to the river.
- 10) Dump truck beds will be sealed or lined to prevent leakage of saturated spoils and debris.

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 No. 1 Anchoring. 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 2024 Stormwater Management Manual for Western Washington (updated 2024). See link below:

Site-Specific BMPs

BMPs and methodologies found in the 2024 [Stormwater Management Manual for Western Washington](#) (or most recent version) that may be utilized include:

BMP C101: Preserving Natural Vegetation
BMP C105: Stabilized Construction Entrance / Exit
BMP C107: Construction Road/Parking Area Stabilization
BMP C151: Concrete Handling
BMP C162: Scheduling
BMP C233: Silt Fence (potential)
BMP C235: Wattles
BMP C236: Vegetative Filtration

Though the SWMMWW is generally associated with upland construction work, these BMPs are effective when used as protection for in-or-near water work.

BMPs, details, and installation guidelines 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](#) that may be utilized for in-or-near water work include:

Coir Log
Silt Fence (potential)
Straw Log

See attached maps for proposed locations of actions, BMPs and monitoring compliance points.

Specific Work Areas/Activities

1. Installation of BMPs

Location of Activities and Associated BMPs

See Figures 1 through 3.

Description of Activities:

Prior to construction, BMPs will be implemented to protect waters of the state from potential discharge and/or wastewater runoff. Adaptive management of

BMPs will occur throughout actions as necessary to maintain state water quality standards outlined in WAC 173-201(A).

2. Site Preparation

Location of Activities and Associated BMPs

See Figures 1 through 3

Description of Activities:

Some vegetation management may be necessary to create a stabilized construction access so the contractor can navigate the drilling rig down to the lower abutments. This would require very minimal clearing of grass and or small trees (less than 6 inches diameter at breast height) and all vegetation material would be taken off site and kept out of waters of the state. Natural vegetation will be preserved when possible.

3. Drawing Lake Water

Location of Activities and Associated BMPs

See Figures 1 through 3

Description of Activities:

A pump will be used to draw water at a rate of 5 gpm to the drilling rig. This project will use approximately 2,000 gallons of water a day and 100,000 gallons total. A fish screen will be placed on the pump's intake to ensure no fish are entrapped in the pump. No water quality BMPs are anticipated to pump the water.

4. Drilling

Location of Activities and Associated BMPs

See Figures 1 through 3.

Description of Activities:

Drilling will take place in 10 different locations on/near the dam. Five boreholes will occur in the wing walls, one in the center/main structure of the dam, two in the right abutment downstream of the dam and two in the left abutments downstream of the dam. Wattles (potentially plastic lined) will be used to surround the drilling area to contain any process water that comes out of the top of the borehole. An additive called EZ-Mud Plus will be added to the process water to increase viscosity which will aid in removing the process water from the borehole via a pump. The drilling system is a contained system that uses pressure to both add and remove water during the drilling process and is designed to prevent process water from leaving the borehole. BMPs such as wattles or straw logs will be deployed around the drilling area. Leaks in the process water disposal route will be addressed as they arise. Process water is not anticipated to enter waterbodies of the state, however, if a discharge event occurs, work will temporarily stop until the source of discharge can be identified and remediated.

5. Disposal of Process Water

Location of Activities and Associated BMPs

See Figures 1 and 2.

Description of Activities:

Process water will be held in 55-gallon barrels. The water in the barrels will be tested with pH strip technology. If the pH reading is between 6.5 to 8.5, the water will be disposed in a forested/grassy area upland of the right bank abutment via a sprinkler system. Tacoma Power will take advantage vegetative filtration to filter the water and allow it to disperse into the ground. The sprinklers will stay in the same area as much as possible but may be moved as needed to ensure no area is over-inundated by process water. Water that does not meet the 6.5 to 8.5 pH requirement will be hauled offsite for disposal.

6. Anchor Installation

Location of Activities and Associated BMPs

See Figures 1 through 3.

Description of Activities:

Boreholes will be backfilled with cement-bentonite grout. This will not be allowed to come in contact with waters of the state. BMPs such as wattles (potentially plastic lined) will be deployed to contain the material as it is poured. If there is any water infiltration to the boreholes, necessary monitoring will occur to make sure that no discharges to waters of the state occur. Process water will be treated the same as drilling process water.

7. Site Demobilization

Location of Activities and Associated BMPs

See Figures 1 through 3.

Description of Activities:

When the drilling locations are stabilized BMPs such as plastic lining or wattles will be left in place until the cement-bentonite grout is cured. Once grout is cured all BMPs will be removed from the action area.

Site Inspections

Daily site monitoring, weekly documented site inspections and/or any other required monitoring will be led by a qualified individual (CESCL) designated by Tacoma Power. A site inspections log will be kept on site at all times when the site is in use. Any required monitoring will be logged and kept on site at all times. The qualified individual will examine discharge for the presence of suspended sediment, turbidity and discoloration. Pictures will be taken if a turbid or potentially pH altering discharges to waters of the state and will be documented in the site inspections logbook. They will evaluate and document the effectiveness of the installed BMPs and determine if repair or replacement of any BMP is warranted to improve the quality of project discharge. New BMPs and design changes will be updated in the WQPP and communicated to Ecology by the qualified individual within seven days.

Monitoring Methodology

WSDOT typically samples for turbidity, pH, and sheen. Sheen is not physically sampled, just visually observed. If your in-water work occurs within a 303(d) listed water body or has a Total Maximum Daily Load (TMDL) established by Ecology (<https://fortress.wa.gov/ecy/approvedwqa/ApprovedSearch.aspx>), you may need to implement specific BMPs and sample for additional parameters. Projects that receive additional permit conditions or sampling requirements, such as those for 303(d) or TMDL-listed water bodies or contaminated sites, should coordinate with their region environmental office or the Headquarters Environmental Services Office for assistance with incorporating additional sampling parameters and procedures into their protocols. Contact the TMDL Lead for assistance with 303(d) and TMDL-related permit conditions.

Rivers and streams require a sampling location upstream and downstream of the in- water work. The upstream sample determines the background value, and the downstream sample reveals the effect of the work on water quality (by comparing it to the background). Locate and clearly name the sampling points on a map and in the field according to the following:

- Upstream (Background) – Typically, 100 feet upstream of construction activities. The key consideration for determining a background sample location is that it has to be outside the area of influence from the project. Be mindful of water quality influences that may occur between your background sample location and the in-water activity that could affect your sample readings (e.g., outfalls, tributaries, etc.); and
- Downstream – locate the point of compliance downstream of the construction activity based on the parameters for which you will be sampling. Remember that there is no area of mixing for pH. Use the area of mixing granted in the standards (based on the velocity of the water (cubic feet per second) at the time of construction), or the area of mixing granted in the 401 Certification to determine the compliance point for turbidity.
- Visual turbidity monitoring will be employed during dredging actions. Per WAC 173-201A-200 (1)(e), a temporary area of mixing shall be as follows:
 - (iii) For waters above 100 cfs flow at the time of construction, the point of compliance shall be 300 feet downstream of the activity causing the turbidity exceedance.
 - (iv) 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.

Flow at time of construction: Lake and/or greater than 100 cfs.

Temporary area of mixing for turbidity: 150 foot radius or 300 feet downstream.

Aquatic Life pH Criteria in Freshwater: pH shall be within the range of 6.5 to 8.5, with a human-caused variation within the above range of less than 0.2 units.

Points of compliance

pH Monitoring

Process water from the drilling will be tested with pH strip technology. Each 55-gallon drum will be tested the results will determine whether the water can be discharged at an upland location or if the barrel must be hauled off site for disposal.

Turbidity Monitoring

For near- or in-water work, compliance points for each of the actions are illustrated in Figures 2 and 3 and defined as follows:

1) Drilling

Turbidity Compliance Point: 150-foot radius for drilling in dam.

Visual turbidity monitoring will be performed throughout drilling actions. Lake Turbidity will be observed from the dam. If there appears to be a turbid discharge in the river downstream of the powerhouse, turbidity can be observed from a trail or from the deck of the powerhouse. 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

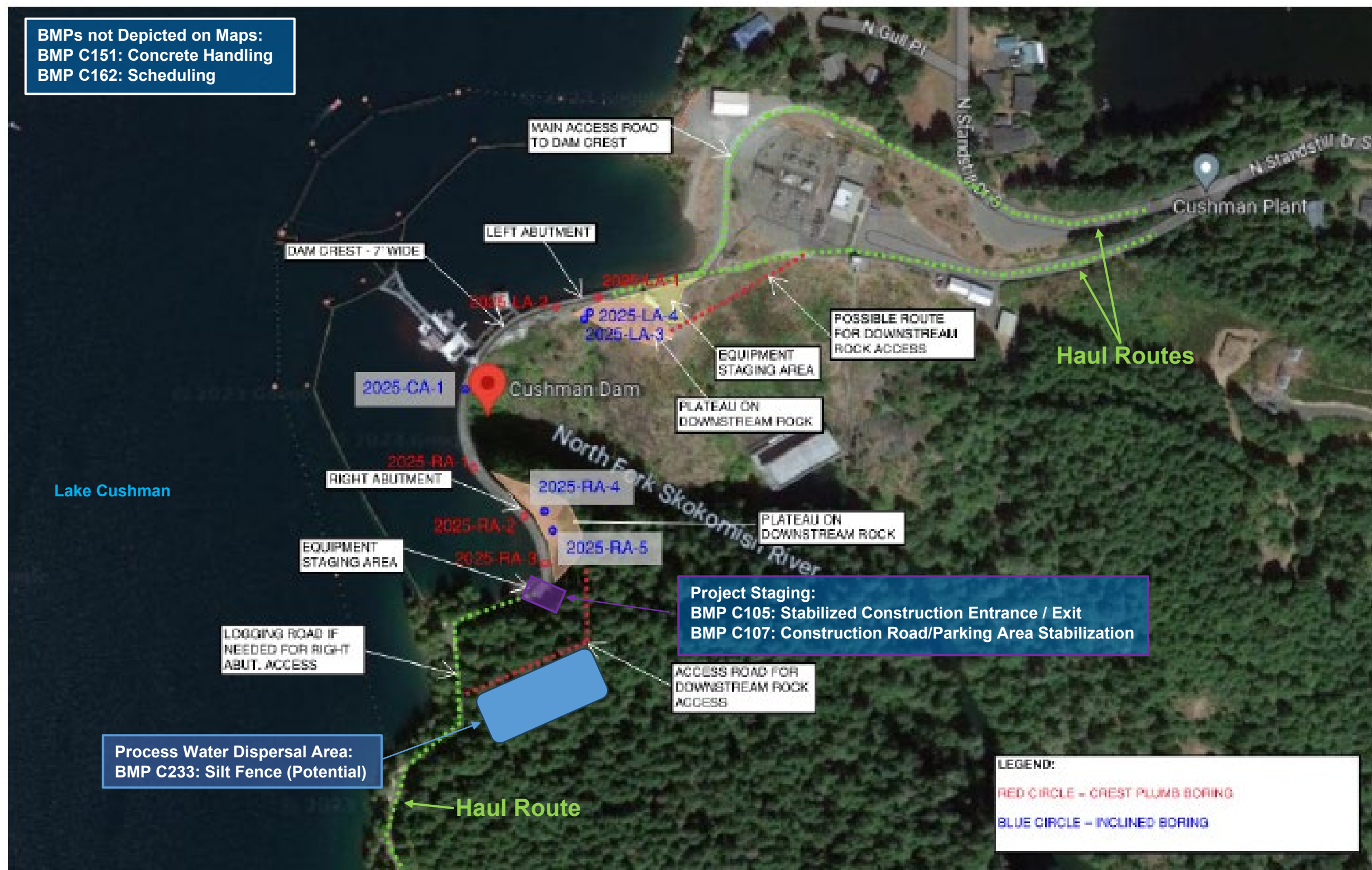


Figure 5-1: Proposed Boring Plan

Figure 1. Locations of project actions for Cushman Dam No. 1 Anchoring and BMPs.

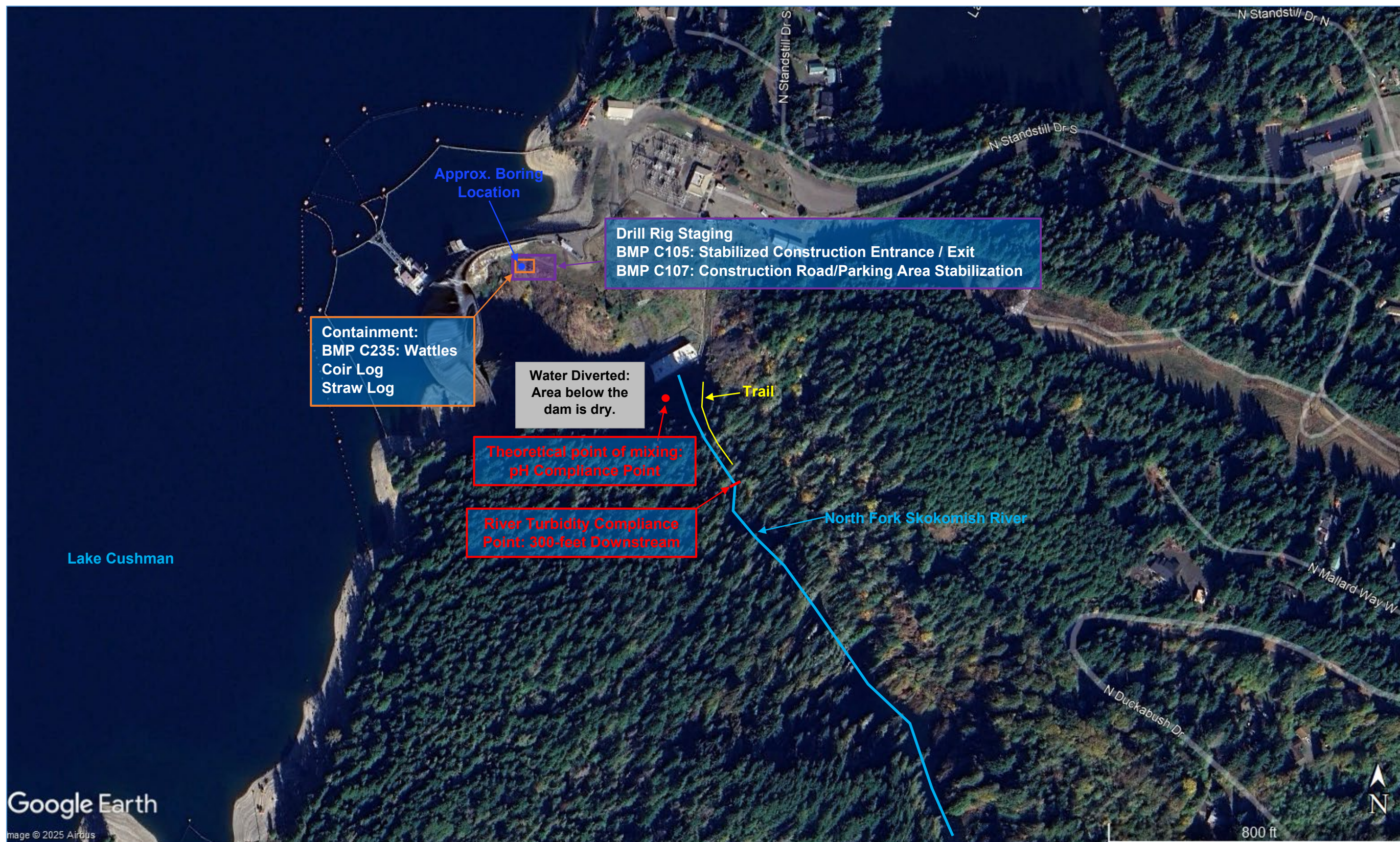


Figure 2. Cushman Dam No. 1 Anchoring BMPs, visual turbidity and pH compliance monitoring locations.

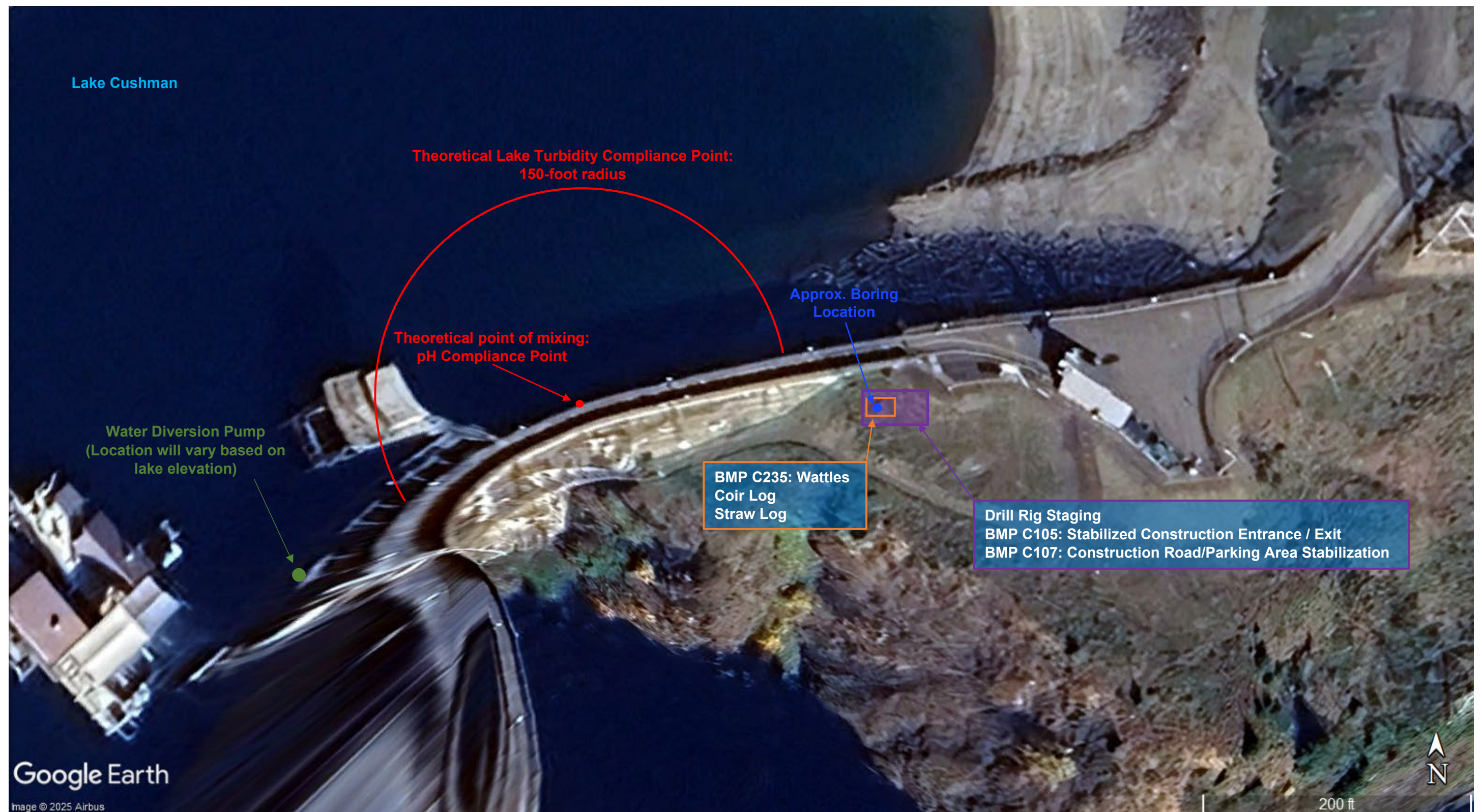


Figure 3. Cushman Dam No. 1 Anchoring locations of actions, visual turbidity and pH compliance monitoring locations.

Relevant Project Contacts

Table 1. Project contacts for dredging maintenance actions associated with the Cushman Dam No. 1 Anchoring.

Title	Name	Phone Contact	Email Contact
Permitting Lead	Benjamin Caviness	Cell: 253-888-5412	bcaviness2@tacoma.gov
Ecology Contact	Andrew Luymes	Office: 360-407-6269 Cell: 360-742-9751	Aluy461@ecy.wa.gov
WDFW Contact	Will Robinson	Office: 360-890-5912	William.Robinson@dfw.wa.gov
Emergency Site Contact	Mike McCoy	Office: 253-779-7205 Cell: 360-545-5382	MMccoy@tacoma.gov
Project Manager	Kevin Smith	Office: 253-514-5660	kesmith@tacoma.gov
Environmental Response Tracking system (ERTS)	N/A	360-407-6300	N/A

APPENDIX E

Signature Page

Price Proposal Form

Bid Bond

Certification of Compliance With Wage Payment Statutes

State Responsibility and Reciprocal Bid Preference Information

List of Subcontractors Category of Work

List of Equipment Form

SIGNATURE PAGE

CITY OF TACOMA TACOMA POWER/GENERATION

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Bids page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

REQUEST FOR BIDS SPECIFICATION NO. PG26-0073F CUSHMAN NO. 1 DAM RIGHT & LEFT-WING WALL ANCHORING

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

 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>				
Pilot Hole Exploratory Drilling	1125	LF	\$ _____	\$ _____
<u>ITEM 3</u>				
Pilot Hole Televiewer	11	EA	\$ _____	\$ _____
<u>ITEM 4</u>				
Verification Anchor Demolition and Surface Restoration	1	EA	\$ _____	\$ _____
<u>ITEM 5</u>				
Verification Anchor Supply, Drilling and Installation	80	LF	\$ _____	\$ _____
<u>ITEM 6</u>				
Verification Anchor Testing	1	EA	\$ _____	\$ _____
<u>ITEM 7</u>				
Tiedown Anchor Selective Demolition and Repair	10	EA	\$ _____	\$ _____
<u>ITEM 8</u>				
Tiedown Anchor Supply, Drilling and Installation	1125	LF	\$ _____	\$ _____
<u>ITEM 9</u>				
Tiedown Anchor Performance Testing and Lockoff	10	EA	\$ _____	\$ _____
<u>ITEM 10</u>				
Re-Stressable Testing Parts	2	EA	\$ _____	\$ _____

ITEM 11

Consolidation Grout	1725	CF	\$ _____	\$ _____
---------------------	------	----	----------	----------

ITEM 12

Redrill	1125	LF	\$ _____	\$ _____
---------	------	----	----------	----------

ITEM 13

Re-Water Test	11	EA	\$ _____	\$ _____
---------------	----	----	----------	----------

ITEM 14

*Force Account				\$ <u>1,200,000</u>
----------------	--	--	--	---------------------

*Bidders shall include the \$1,200,000 figure as part of their overall bid.

TOTAL ITEMS 1 - 14	\$ _____
---------------------------	----------

**Sales Tax @ <u>8.6%</u>	\$ _____
---------------------------	----------

(**Note Paragraph 1.13 of General Provisions)

TOTAL AMOUNT	\$ _____
---------------------	----------

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

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

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

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

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

☐ Yes ☐ No
☐ Not Applicable

Washington Employment Security Department Number

Number: _____

☐ Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

☐ Not Applicable

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

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

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

☐ Yes ☐ No

If incorporated, in what state were you incorporated?

State: _____ ☐ Not Incorporated

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

State: _____

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

☐ Yes ☐ No

List of Subcontractor Categories of Work

Project Name _____

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, and/or plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. **This information must be submitted with the bid proposal or within one hour of the published bid submittal time via email to sendbid@cityoftacoma.org.**

Subcontractor(s) that are proposed to perform the work of structural steel installation and/or rebar installation must be listed below. **This information must be submitted with the bid proposal or within forty-eight hours of the published bid submittal time via email to sendbid@cityoftacoma.org.**

Failure to list subcontractors or naming more than one subcontractor to perform the same work will result in your bid being non-responsive. Contractors self-performing must list themselves below. The work to be performed is to be listed below the subcontractor(s) name.

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

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.)

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

APPENDIX F

Sample Contract

Sample Payment Bond

Sample Performance Bond

Sample General Release Form

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and [supplier name as it appears in Ariba, including dbas or trade names] ("Contractor").

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

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

 1. Specification No. [Spec Number] [Spec Title] together with all authorized addenda.
 2. Contractor's submittal [or specifically described portions thereof] dated [Enter Submittal Date] submitted in response to Specification No. [Spec Number] [Spec Title].
 3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.

- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.

If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
 1. Contract, inclusive of Appendices A and B.
 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
\$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

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

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

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

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

CITY OF TACOMA:

Signature:

Name:

Title:

CONTRACTOR:

Signature:

Name:

Title:

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

Director of Finance: _____

Deputy/City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

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

2. Prevailing Wages

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

3. COPELAND ANTI-KICKBACK ACT

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

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

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

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

6. CLEAN AIR ACT

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

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

7. FEDERAL WATER POLLUTION CONTROL ACT

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

8. DEBARMENT AND SUSPENSION

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

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

9. BYRD ANTI-LOBBYING AMENDMENT

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

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

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



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for _____
Project / Spec. #
between _____ and the City of Tacoma,
(Themselves or Itself)
dated _____, 20____, hereby releases the City of Tacoma, its
departmental officers and agents from any and all claim or claims whatsoever in any manner
whatsoever at any time whatsoever arising out of and/or in connection with and/or relating
to said contract, excepting only the equity of the undersigned in the amount now retained by
the City of Tacoma under said contract, to-wit the sum of \$ _____.

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

Contractor

By _____

Title _____

APPENDIX G

City of Tacoma Insurance Requirements

City of Tacoma General Provisions

LEAP Documents



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form **Both** CG 20 10, or CG 20 26, or CG 20 33, **10 01 Editions**, or
 - 1.3.7. CG 20 38 04 13 or the equivalent
 - 1.3.8. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements (Additional Insured, Waiver of Subrogation, Primary and non-contributory) specifically issued by the insurance carriers evidencing coverage on the certificate
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

City of Tacoma Department must be shown on the Certificate of Insurance.

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS

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

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies or products. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement) and/or Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

3.2 Marine General Liability Insurance

Contractor shall maintain Marine General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Products and Completed Operations shall be maintained for a period of three years following completion of work.

Marine General Liability Insurance policy cannot exclude non-owned watercraft and shall be endorsed to include:

3.2.1 A per project aggregate policy limit

3.2.2 Personal/Advertising Injury

3.3 Protection and Indemnity Insurance

Contractor shall maintain Protection and Indemnity Insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. This insurance must cover all claims with respect to injuries or damages to persons or property, arising out of the use, operation or ownership of boats, ships, or vessels.

3.4 Commercial (Business) Automobile Liability Insurance

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

3.5 Workers' Compensation

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

3.6 Employers' Liability Insurance

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

3.7 Professional Liability Insurance or Errors and Omissions

Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract. Contractor shall maintain this coverage for Two Million Dollars (\$2,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

3.8 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

3.9 Pollution Liability Insurance

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

3.10 Installation Floater Insurance

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

3.11 Builder's Risk Insurance

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

policy. Builder's Risk Insurance policy shall:

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

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

3.12 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.

GENERAL PROVISIONS

(Revised October 8, 2024)

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 mark records considered confidential or proprietary

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

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

1.22 FEDERAL AID PROJECTS

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

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

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

B. Surety Bonds

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

C. Independent Contractor

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

2.02 CONFLICTS IN SPECIFICATIONS

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

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

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

2.03 INSPECTION

A. Of the Work

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

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

B. Inspector's Authority

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

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

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

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

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

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

2.05 INDEMNIFICATION

A. Indemnification

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

B. Limitation of Liability for Primarily Supply-Type Contracts

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

2.06 CONTRACTOR'S INSURANCE

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

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

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

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

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

D. Subletting

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

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

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

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

2.08 DELAY

E. Extension of Time

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

F. Unavoidable Delay

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

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

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

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

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

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

B. Guarantee for Supply Contracts

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

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

C. Guarantee Period Extension

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

2.10 DEDUCTIONS FOR UNCORRECTED WORK

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

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

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

B. Termination for Cause

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

2.12 LIENS

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

2.13 LEGAL DISPUTES

A. General

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

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

B. Attorney Fees

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

2.14 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
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.

	City of Tacoma LEAP Office 747 Market Street, Room 900 Tacoma, WA 98402 (253) 591-5590 leap@tacoma.gov www.tacoma.gov/leap	Local Employment and Apprenticeship Training Program LEAP
---	---	--

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

ABBREVIATED PROGRAM DESCRIPTION

The Local Employment and Apprenticeship Training Program (LEAP) is a mandatory City of Tacoma workforce utilization program adopted in 1997, to provide employment and training opportunities for Tacoma residents and residents of the Economically Distressed Areas of the Tacoma Public Utilities Service Area. LEAP also provides expanded opportunities for apprentices. Based on the location and estimated dollar amount of projects, LEAP assigns one or more program requirements to qualifying public works projects or service contracts. Based on compliance with LEAP requirements assigned, incentives or penalties apply.

LEAP WORKFORCE REQUIREMENT(s) ASSIGNED TO THIS PROJECT

1. LOCAL EMPLOYEE REQUIREMENT – see definition below and zip code list included
2. Additional LEAP APPRENTICE UTILIZATION REQUIREMENT – see definition and zip code list included

DEFINITIONS OF ALL TYPES OF LEAP PROGRAM WORKFORCE UTILIZATION REQUIREMENTS

1. LEAP LOCAL EMPLOYEE REQUIREMENT: The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects. Penalties for noncompliance apply.
2. LEAP APPRENTICE REQUIREMENT: The Prime Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on qualifying projects \$1,000,000 and up are performed by Apprentices who are LEAP qualified. They must be in an apprenticeship program approved by the Washington State Apprenticeship Council (SAC) who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal. Incentives for compliance and penalties for noncompliance apply.
3. LEAP WA STATE APPRENTICE REQUIREMENT: The Prime Contractor is required to ensure that 15% of the total labor hours Labor Hours on projects of \$1,000,000 and up located outside of the Tacoma Public Utilities Service Area but benefitting the Tacoma Public Utilities are performed by Apprentices who are residents of the Washington State. Incentives for compliance and penalties for noncompliance apply.

PRIME CONTRACTOR LEAP UTILIZATION PLAN (included)

The plan is due to leap@tacoma.gov at or before the **Preconstruction Meeting**. List how the LEAP requirements will be fulfilled. Include all subcontractors, trades, number of hours and percentage of hours that will be performed by Local Employees/Journeymen/Apprentices and any training programs involved. Notification of approval or rejection (with reasons) of the plan will be sent within ten business days. A revised plan must be submitted within ten business days from receipt of rejection. Failure to submit an approved plan in a timely fashion may result in withholding of project payment(s).

Per the Department of Labor & Industries' recommendation, no adjustments to apprentice utilization requirements will be considered until the end of the project and all related information has been submitted.

MONETARY PENALTIES

FAILURE TO MEET ASSIGNED LEAP UTILIZATION REQUIREMENT(S)

Contractors shall be assessed an amount for each hour that is not achieved, per requirement. The amount per hour shall be based on the percent of the requirement that is met. All rounding shall be done down to the nearest whole percent. The amount per hour that shall be assessed is as follows:

Percentage of Requirement Met	Penalty per Unmet Hour
100% achievement	\$ 0.00 penalty
99% to 90% achievement	\$ 12.00 penalty
89% to 75% achievement	\$ 20.00 penalty
74% to 50% achievement	\$ 30.00 penalty
49% to 1% achievement	\$ 45.00 penalty
0% achievement	\$ 60.00 penalty

Penalties are invoiced to the Prime Contractor prior to final project payment. Retainage is held until this invoice is paid.

INCENTIVES - COMPLIANCE WITH MEETING AN APPRENTICE REQUIREMENT

For projects estimated to cost \$2,000,000 up to \$10,000,000, an incentive of \$1,000 per \$1,000,000 of estimated cost, including tax, is paid at the end of the project if the apprentice utilization requirement is met in full. Incentives are not paid when a good faith effort is used.

Engineer's Estimate + Tax	Incentive
\$2,000,000 - \$2,999,999	\$ 2,000
\$3,000,000 - \$3,999,999	\$ 3,000
\$4,000,000 - \$4,999,999	\$ 4,000
\$5,000,000 - \$5,999,999	\$ 5,000
\$6,000,000 - \$6,999,999	\$ 6,000
\$7,000,000 - \$7,999,999	\$ 7,000
\$8,000,000 - \$8,999,999	\$ 8,000
\$9,000,000 - \$9,999,999	\$ 9,000
\$10,000,000 and up	\$10,000

GOOD FAITH EFFORTS

The Prime Contractor must demonstrate that they have exercised “best efforts” to meet the LEAP requirements and were still unable to do so. Best efforts include repeated seeking out utilization opportunities for LEAP-qualified employees for all trades involved in the project. Documentation of requests for LEAP-qualified employees and the responses from the organization(s) stating by letters or emails that no applicable employees are available, regardless of cost of employing them. LEAP must be copied on all requests. If requests are made via phone call or text, follow up documentation including the organization contacted and LEAP must be sent to leap@tacoma.gov.

CERTIFIED PAYROLLS AND NO WORK PERFORMED STATEMENTS - LCPtracker

LEAP utilizes LCPtracker cloud-based system for recording certified payrolls and no work performed statements to determine compliance with LEAP requirements. It is the Prime Contractor’s responsibility to ensure all such documents are entered in LCPtracker and the. These must match what is entered in the Department of Labor and Industries’ site in content and in number of entries.

SUBCONTRACTOR NOTIFICATION

Prime Contractors shall notify all Subcontractors of the LEAP Program requirement(s). Subcontractor labor hours may be utilized towards achievement of LEAP Requirements. Owner/Operator hours may be used for the Local Employment Requirement.

LEAP EMPLOYEE VERIFICATION FORM (included)

LEAP may request this form and supporting documentation from the Prime and Subcontractors. Supporting documentation is a form of proof of residency for each employee presumed as able to assist in fulfilling LEAP requirements. List of items acceptable as proof of residency are located on page 2 of the form.

If you have any questions or need request further information, please feel free to contact the City of Tacoma’s LEAP Program at (253) 591-5590 or email leap@tacoma.gov.



City of Tacoma
LEAP Office
747 Market Street
Tacoma, WA 98402
leap@tacoma.gov
(253) 591-5590

**PRIME CONTRACTOR
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)
UTILIZATION PLAN**

Failure to submit this plan at the Preconstruction Meeting may result in Progress Payments being withheld.

PART A: PROJECT INFORMATION AND TYPE OF LEAP UTILIZATION REQUIREMENTS

Prime Contractor:	Spec Number:
Project Name:	
LEAP Coordinator signature	
LEAP Utilization Requirements: Total Project Labor Hours - 15% Local Employees AND an additional 15% Apprentices	
Explanation: - 15% of the total project labor hours must be met by LOCAL EMPLOYEES: - o Journey or apprentice level craft workers living in the City of Tacoma or in the local Economically Distressed Areas as outlined in the project specification - An additional 15% of the total labor hours must be met by APPRENTICES: - o Apprentices registered with WA State living in the Tacoma Public Utilities Infrastructure or Service Areas as outlined in the project specification	
Compliance: Per Tacoma Municipal Code Chapter 1.90, failure to meet LEAP Utilization Requirements results in a monetary penalty.	

PART B: PLAN FOR MEETING LEAP REQUIREMENTS

[illegible]

PART C: PROVIDE A DESCRIPTION OF PLANS TO ENSURE THE LEAP UTILIZATION REQUIREMENTS WILL BE MET. USE ADDITIONAL SHEETS IF NECESSARY.

Page 2 of 3

General Instructions for Prime Contractor to complete this LEAP Utilization Plan Form

Part A Guidance

Contractor/Contract Information Section: The Prime Contractor is responsible for completing this section. Failure to submit this plan at the Preconstruction Meeting may result in Progress Payments being withheld.

Part B Guidance

Trade or Craft: Indicate the Trade or Craft being used.

Employee Categories: Indicate the number of hours and percentage of hours of the LEAP Utilization Requirement that will be met by each type of craft worker in each LEAP-Qualified Employee category for LEAP Requirements noted in Part A.

Totals: Total the number of hours and percentage number in each of the two middle columns. Percentage numbers in each column should equal the required percentage in Part A.

Name of Apprenticeship Program: If the line references Apprentices, list the name of the Registered Apprenticeship Program they are enrolled in.

Part C Guidance

Description of how the Contractor plans to ensure fulfillment of the LEAP Utilization Requirements: Prime Contractor - Please describe how you plan to satisfy the LEAP Utilization Requirements on this project. Provide a summary of your outreach and recruitment procedures to hire LEAP-Qualified Employees to work on this project. If noting you will contact an organization requesting LEAP-Qualified Employees, include LEAP (leap@tacoma.gov) in each email exchange between you and the organization.

LOCAL APPRENTICESHIP PROGRAMS - CONTACT INFORMATION FOR DISPATCHERS TO REQUEST APPRENTICES
 IF CALLING, FOLLOW UP WITH AN EMAIL AND COPY leap@tacoma.gov. INCLUDE LEAP ON ALL EMAILS ABOUT APPRENTICES

WSATC Approved Apprenticeship Programs 2024	Dispatcher or Point of Contact Name	Dispatcher or POC Phone Number	Dispatcher or POC Email
CITC of Washington	Adriana Gamboa	425-285-2325	adriana@citicwa.com
BOILERMAKERS UNION LOCAL #502	Matt Fregin	253-435-0330	mattfregin502@comcast.net
BRICKLAYERS & ALLIED CRAFTWORKERS UNION LOCAL #1	Chris Ellis	206-482-7447	cellis@bacnorthwest.org
CEMENT MASONS & PLASTERERS UNION LOCAL #528	Justin Palachuk	206-900-7822	jpalachuk@opcma528.org
ELECTRICAL WORKERS UNION LOCAL #76	Bryant Mullin	253-475-1190	bryantm@ibew76.org
ELEVATOR CONSTRUCTORS UNION LOCAL #19	Jim Norris	206-282-4885	jnorris@iuec19.org
HEAT & FROST INSULATORS UNION LOCAL #7	Greg Bowers	425-765-9741	greg@local7insulators.org
IUPAT DISTRICT COUNCIL #5	Maria Miner	206-441-5554	maria@iupatdc5.org
IRONWORKERS UNION LOCAL #86	Joe McClain	206-412-8254	dispatch@local86.org
LABORERS UNION LOCAL #252	Nick Padilla	253-383-1493 Ext.2	nick@laborerslocal252.org
OPERATING ENGINEERS #612	Mike Baker	253-475-9612	mike@iuoe612.org
PLUMBERS & PIPEFITTERS UNION LOCAL #26	Jeff Erskine	360-486-9312	dispatch@ua26.org
ROOFERS/WATERPROOFERS UNION LOCAL #153	Richard Geyer	253-474-0527	richard@rooferslocal153.org
SHEET METAL WORKERS UNION LOCAL #66	Kevin Thomas	253-219-1644	Kevint@smw66.org
SPRINKLERFITTERS UNION LOCAL #699	Brittney	206-441-0737	brittney@ualocal699.org
TEAMSTERS UNION LOCAL #313	Ricardo Lopez	509-545-8297	rlopez@teamsterstraining.org
CARPENTERS UNION	Lupe Brown	206-473-9380	lbrown@wscarpenters.org



City of Tacoma LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@tacoma.gov
www.tacoma.gov/leap

LEAP EMPLOYEE VERIFICATION FORM

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

Ethnic Group (*optional*): ☐ African American/Black ☐ Asian ☐ Hispanic or Latinx
☐ Native American/Alaskan Native ☐ Native Hawaiian or Other Pacific Islander ☐ White ☐ Other

Gender (*optional*): ☐ MALE ☐ FEMALE ☐ OTHER

Complete Physical Address (No PO Boxes): _____

City: _____ State: _____ Zip: _____ Telephone: _____ Date of Hire: _____

If Apprentice, Apprenticeship County: _____ Apprentice Registration I.D.: _____

Age: _____ Copy of DD-214 *if applicable*: _____

*******Please fill out entire form for tracking LEAP performance*******

LEAP-qualified employee categories: (check project requirements, fill out the corresponding section, and provide proof of residency of employee – see page 3).

FOR PROJECTS WITH ONLY THE LOCAL EMPLOYEE REQUIREMENT:

_____ a. Journeyman or Registered Apprentice residing in the City of Tacoma

_____ b. Journeyman or Registered Apprentice residing in an Economically Distressed Area within the Tacoma Public Utilities Service Area

FOR PROJECTS WITH THE **LOCAL EMPLOYEE REQUIREMENT AND THE ADDITIONAL APPRENTICE REQUIREMENT**

- _____ a. Journeyman or Registered Apprentice residing in the City of Tacoma
- _____ b. Journeyman or Registered Apprentice residing in an Economically Distressed Area within the Tacoma Public Utilities Service Area
- _____ c. WA State Registered Apprentice living in Tacoma Public Utilities Service Area

FOR PROJECTS WITH ONLY THE **STATE APPRENTICE REQUIREMENT** – WORK IS PERFORMED OUTSIDE THE TACOMA PUBLIC UTILITIES SERVICE AREA

- _____ a. WA State Approved Apprentice *(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee:_____ Date:_____

Contractor Representative:_____ Date:_____

Title:_____

Please attach a legible copy of the following document(s) showing employee name and address of residence in the applicable categories. If employee is a Registered Apprentice, provide Apprentice Registration ID.

.....

WA Driver's License (Date of Birth and Driver's License hidden)

Utility Bill/Phone Bill/Cell Bill/Cable Bill

Rental Agreement/Lease (residential)

Computer Printout From Other Government Agencies

Property Tax Records

Apprentice Registration I.D.

Food Stamp Award Letter

Housing Authority Verification

Insurance Policy showing address (Residence/Auto)

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

LOCAL EMPLOYEE REQUIREMENT ONLY

City of Tacoma
(Journeyman AND Apprentice)

98402	98418
98403	98421
98404	98422
98405	98444
98406	98445
98407	98465
98408	98466
98409	98467

Check addresses here:

<https://data.tacoma.gov/apps/78d5845f62294ec3a91250b7d3411fc8/explore>

LOCAL EMPLOYEE REQUIREMENT ONLY

Economically Distressed Areas

(Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Y		Y	Ashford/Rainier
98323	Y	Y	Y	Carbonado
98328	Y		Y	Eatonville
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98349	Y	Y		Lakebay
98355		Y	Y	Mineral
98356	Y	Y	Y	Morton
98377	Y	Y	Y	Randle
98385		Y	Y	South Prairie
98402	Y	Y		Downtown
98403	Y	Y		Stadium/St. Helens
98404	Y	Y		Eastside
98405	Y	Y		Hilltop/Central
98408	Y		Y	South End
98409	Y	Y		South Tacoma
98418	Y		Y	Lincoln/South End
98421	Y	Y	Y	Port
98439	Y	Y		McChord AFB
98444	Y	Y		Parkland
98445	Y		Y	Midland
98499	Y	Y		Lakewood
98520	Y	Y	Y	Aberdeen
98528	Y		Y	Belfair
98533		Y	Y	Cinebar
98546	Y	Y	Y	Grapeview
98548	Y	Y	Y	Hoodspport
98563	Y	Y	Y	Montesano
98564	Y	Y	Y	Mossyrock
98575	Y		Y	Quinault
98580	Y		Y	Roy
98582	Y		Y	Salkum
98584	Y		Y	Shelton
98591	Y		Y	Toledo
98592		Y	Y	Union
98925	Y		Y	Easton

ONLY FOR APPRENTICE UTILIZATION REQUIREMENT

Tacoma Public Utilities Infrastructure and Service Area (Apprentices)

98001	Auburn
98002	Auburn
98003	Federal Way
98010	Black Diamond
98022	Enumclaw
98023	Federal Way
98030	Kent
98032	Kent
98038	Maple Valley
98042	Kent
98045	North Bend
98051	Ravensdale
98070	Vashon
98092	Auburn
98198	Seattle
98304	Ashford
98321	Buckley
98323	Carbonado
98327	DuPont
98328	Eatonville
98329	Gig Harbor
98330	Elbe
98332	Gig Harbor
98333	Fox Island
98335	Gig Harbor
98336	Glenoma
98338	Graham
98349	Lakebay
98354	Milton
98355	Mineral

98356	Morton
98360	Orting
98371	Puyallup
98372	Puyallup
98373	Puyallup
98374	Puyallup
98375	Puyallup
98377	Randle
98385	South Prairie
98387	Spanaway
98388	Spanaway
98390	Sumner
98391	Bonney
98402	Tacoma
98403	Tacoma
98404	Tacoma
98405	Tacoma
98406	Tacoma
98407	Tacoma
98408	Tacoma
98409	Tacoma
98416	UPS
98418	Tacoma
98421	Tacoma
98422	Tacoma
98424	Tacoma
98430	Camp Murray
98433	Tacoma
98438	McChord
98439	Lakewood

98443	Tacoma
98444	Tacoma
98445	Tacoma
98446	Tacoma
98447	PLU
98465	Tacoma
98466	Tacoma
98467	University Place
98498	Lakewood
98499	Lakewood
98520	Aberdeen
98524	Allyn
98528	Belfair
98533	Cinebar
98546	Grapeview
98548	Hoodsport
98555	Lilliwaup
98563	Montesano
98564	Mossyrock
98575	Quinault
98580	Roy
98582	Salkum
98584	Shelton
98585	Silver Creek
98591	Toledo
98592	Union
98597	Yelm
98925	Easton

CHAPTER 1.90
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

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

1.90.010 Purpose.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

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

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

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

1.90.030.A

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

1.90.030.B

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

1.90.030.C

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

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

“Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering a contract with the City to construct a Public Work or Improvement or provide a service related to a Public Work or Improvement.

1.90.030.D

“Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.

1.90.030.E

“Economically Distressed ZIP Codes”* shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the criteria of:

1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile).

(*Current ZIP Codes are available on the Local Employment and Apprenticeship Program web page.)

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

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

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

1.90.030.L

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

“LEAP Coordinator” shall mean the City of Tacoma staff member who administers LEAP.

“LEAP Program” or “Program” shall mean the City of Tacoma’s Local Employment and Apprenticeship Training Program, as described in this chapter.

“LEAP Regulations” or “Regulations” shall mean the rules and practices established in this document.

“LEAP Utilization Plan” shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated LEAP requirements will be met.

1.90.030.P

“Priority Hire Resident” shall mean any resident within the Economically Distressed ZIP Codes.

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

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

1.90.030.R

“Resident of Tacoma” shall mean any person who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person’s presence is more than merely transitory in nature.

1.90.030.S

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

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

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

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

1.90.030.T

“Tacoma Public Utilities” means the City of Tacoma, Department of Public Utilities.

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

1.90.030.W

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

(Ord. 28970 Ex. A; passed Jun. 11, 2024: Ord. 28520 Ex. A; passed Jul. 17, 2018: Ord. 28147 Ex. B; passed May 7, 2013: Ord. 28110 Ex. C; passed Dec. 4, 2012: Ord. 27815 Ex. A; passed Jun. 30, 2009: Ord. 27368 § 1; passed Jun. 21, 2005: Ord. 26698 § 1; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.040 LEAP Requirements.

A. Utilization Requirements.

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

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

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

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

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

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

B. Failure to Meet Utilization Requirements.

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization requirements shall be assessed an amount for each hour that is not

achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its requirements. The amount per hour that shall be assessed shall be as follows:

Percent of Requirements Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 12.00
75% to 89%	\$ 20.00
50% to 74%	\$ 30.00
1% to 49%	\$ 45.00
0%	\$60.00

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

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

C. LEAP Reports.

Notwithstanding the provisions of TMC 1.90.100, the LEAP Coordinator shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor. The LEAP Coordinator's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The LEAP Coordinator's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Requirement Adjustments.

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

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

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

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

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

E. Utilization - Electrical Projects Outside Electrical Service Area.

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

F. Utilization - Water Projects Outside Water Service Area.

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

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

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

H. Emergency.

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

I. Conflict with State or Federal Requirements.

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

(Ord. 28970 Ex. A; passed Jun. 11, 2024: Ord. 28520 Ex. A; passed Jul. 17, 2018: Ord. 28147 Ex. B; passed May 7, 2013: Ord. 27815 Ex. A; passed Jun. 30, 2009: Ord. 27368 § 2; passed Jun. 21, 2005: Ord. 26992 § 1; passed Oct. 15, 2002: Ord. 26698 § 2; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

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

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

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

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

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

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

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

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

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

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Hearing Examiner upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Hearing Examiner may be appealed pursuant to Hearing Examiner code, TMC Chapter 1.23.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090 Compliance with applicable law.

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

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

1.90.100 Review and reporting.

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

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

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

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

1.90.110 Interpretation.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)