



City of Tacoma, WA

FINANCE DEPARTMENT

REQUEST FOR BIDS

ASBESTOS ABATEMENT AND LEAD BASED PAINT REMOVAL

SPECIFICATION NO. CT14-0554F

PURCHASING DIVISION



City of Tacoma
Finance Department – Purchasing Division

REQUEST FOR BIDS
Specification No. CT14-0554F
Asbestos Abatement and Lead Based Paint Removal

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, May 5, 2015

Submittal Delivery: Sealed submittals will be received and time stamped at this location only:

City of Tacoma Procurement and Payables Division
Tacoma Public Utilities - Administration Building North, Main Floor
3628 South 35th Street, Tacoma, WA 98409

Submittal Opening: Sealed submittals in response to a RFB will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor in the same building. Submittals in response to an RFP or RFQ are recorded as received but are not typically opened and read aloud. After 1:00 p.m. the day of bid opening, the names of vendors submitting proposals are posted to the website for public viewing.

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

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

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

Project Scope: Provide on-call asbestos and lead based paint removal services for various City departments.

Estimate: N/A

Additional Information: Requests for information regarding the specifications may be obtained by contacting Joe Parris, Senior Buyer, by email to jparris@cityoftacoma.org.

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



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

CITY OF TACOMA

SPECIFICATIONS

FOR

CT14-0554F

ASBESTOS ABATEMENT AND LEAD BASED PAINT REMOVAL

CITY OF TACOMA

FINANCE DEPARTMENT – PURCHASING DIVISION

Date: May 2015

Each bid to be enclosed in a sealed envelope bearing the superscription

‘Specification No. CT14-0554F City of Tacoma

Asbestos Abatement and Lead Based Paint Removal’

SPECIFICATION CONTENTS

This Specification contains the following:

1. Request for Bids
2. Bidder's Checklist
3. Special Notice to Bidders
4. Signature Page
5. Proposal Sheets
6. Contractor's Record of Prior Contracts
7. List of Equipment
8. State Responsibility Form
9. SBE Goal Utilization Form (SBE)
10. Prime Contractor's Pre-Work Form (SBE)
11. Small Business Enterprise (SBE) Regulations
12. Bid Bond
13. Insurance Certificate Requirements
14. Contractor's Work Hazard Analysis Report
15. Contract
16. Performance Bond
17. Bond In Lieu of Retainage
18. Contractor Performance Review
19. General Release
20. General Provisions
21. Special Provisions
22. Technical Provisions
23. Vicinity Maps
24. Appendix A – Asbestos Lead Abatement Contract
25. Statement of Intent of Pay Prevailing Wages (Sample Form)
26. Affidavit of Wages Paid (Sample Form)
27. Prevailing Wage Rates

All paragraphs of the General Provisions are applicable to this Specification and Contract except the following:

DELETE: SECTION I, Paragraphs 1.03(B), 1.08(B), 1.08(B), 1.15(B)

DELETE: SECTION II, Paragraphs 2.05(B), 2.08(B)

DELETE SECTION III, Paragraph 3.16

BIDDER'S CHECK LIST

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

- (a) Proposal signature sheet.

To be completed, signed by the bidder and notarized.

- (b) Schedule of bid price.

The unit/lump sum prices bid must be shown in the space provided.

~~(c) Specifications, design details, data sheets, proposal and construction description as required in proposal — data sheets (required/not required).~~

- (d) Contractor's Record of Prior Performance Record (required/~~not required~~).

- (e) List of Equipment (required/~~not required~~).

- (f) State Responsibility Form (required/~~not required~~)

- (g) Bid bond or certified check (required/~~not required~~).

Each bid must be accompanied by a certified or cashier's check for 5-percent of the total amount bid, or an approved bid bond by a surety company authorized to do business in the State of Washington.

- (h) Subcontractor List (applicable only for construction contracts of \$1,000,000 and over).

- (i) "Submittals Required with Bid" as are listed in the Special Provisions (Section 01300 paragraph 1.1).

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

- (a) Contract

This agreement is to be executed by the successful bidder.

- (b) Performance Bond (required/~~not required~~).

To be executed by the successful bidder and his surety company, and countersigned by a local resident agent of said surety company.

- (c) Retainage Bond (required/~~not required~~)

- (d) Certificate of Liability Insurance

- (e) Contractor's Work Hazard Analysis Report (required/~~not required~~)

- (f) General Release to the City of Tacoma (required/~~not required~~).

To be executed by the successful bidder upon completion of work and prior to the receipt of the final payment.

CITY OF TACOMA
Finance/Purchasing Division
SPECIAL NOTICE TO BIDDERS

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect **at the time of bid submittal**;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage); and
5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident

contractor's bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - b. Have a current Washington Unified Business Identifier (UBI) number;
 - c. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
1. 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);
2. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

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 Historically Underutilized Business and Local Employment and Apprenticeship programs;
12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.

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

B. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City's **supplemental criteria** by submitting a written request to the Purchasing Division no later than 5:00 p.m. Pacific Time, **Thursday, April 23, 2015**. 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.

Requests may be submitted via postal mail or delivered personally, or sent by e-mail or fax, within the above timeline to:

MAIL

City of Tacoma Purchasing Division
PO Box 11007
Tacoma, WA 98411-0007

Fax: 253-502-8372

E-mail: bids@cityoftacoma.org

DELIVERY

City of Tacoma Purchasing Division
Tacoma Public Utilities
Administration Building North – Main Floor
3628 South 35th Street
Tacoma, WA 98409-3115

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

C. DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the criteria above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination in a manner consistent with the City's Protest Policy. Appeals are coordinated by the Purchasing Division heard by the Procurement and Payables Division manager for contracts less than or equal to \$200,000 and by Contracts and Awards Board for contracts greater than \$200,000.

SIGNATURE PAGE

CITY OF TACOMA FINANCE DEPARTMENT

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

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

REQUEST FOR BIDS SPECIFICATION NO. CT14-0554F

Asbestos Abatement and Lead Based Paint Removal

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

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.)

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> On-site Man Hours for Asbestos Abatement Worker	400	HR	\$ _____	\$ _____
<u>ITEM 2</u> On-site Man Hours for Asbestos Abatement Supervisor	400	HR	\$ _____	\$ _____
<u>ITEM 3</u> On-Site Man Hours for Asbestos Abatement Worker (1-1/2 Regular Time)	100	HR	\$ _____	\$ _____
<u>ITEM 4</u> On-Site Man Hours for Asbestos Abatement Supervisor (1-1/2 Regular Time)	100	HR	\$ _____	\$ _____
<u>ITEM 5</u> Mobilization/Demobilization to Utilities Service Area (In-Town)	25	EA	\$ _____	\$ _____
<u>ITEM 6</u> Mobilization to Cowlitz	6	EA	\$ _____	\$ _____
<u>ITEM 7</u> Mobilization to Cushman	6	EA	\$ _____	\$ _____
<u>ITEM 8</u> Mobilization to Nisqually	6	EA	\$ _____	\$ _____
<u>ITEM 9</u> Mobilization to Wynoochee	3	EA	\$ _____	\$ _____
<u>ITEM 10</u> Mobilization to Green River Headworks Ravensdale	3	EA	\$ _____	\$ _____
<u>ITEM 11</u> Cowlitz Per Diem	10	EA	\$ _____	\$ _____
<u>ITEM 12</u> Cushman Per Diem	10	EA	\$ _____	\$ _____

				Name of Bidder	
ITEM 13					
Nisqually Per Diem	10	EA	\$ _____	\$ _____	
ITEM 14					
Wynoochee Per Diem	5	EA	\$ _____	\$ _____	
ITEM 15					
Headworks Per Diem	3	EA	\$ _____	\$ _____	
ITEM 16					
Special Equipment Rental					
Mark-Up	\$2,000 x 1. _____%		\$ _____	\$ _____	
ITEM 17					
Force Account		LS		\$ <u>5,000.00</u>	
SUBTOTAL ITEMS 1 – 17 (excluding sales tax)				\$ _____	
Sales Tax @ _____				\$ _____	
(Note: Paragraph 1.13 General Provisions)					
TOTAL AMOUNT (including sales tax)				\$ _____	

Name of Bidder

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier (UBI) number:

Number: _____

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

Yes No

Not Applicable

Washington Employment Security Department number:

Number: _____

Not Applicable

Washington Department of Revenue state excise tax registration number:

Number: _____

Not Applicable

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

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

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

Yes No

If incorporated, in what state were you incorporated?

State: _____

Not Incorporated

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

State: _____

SBE GOAL UTILIZATION FORM

SMALL BUSINESS ENTERPRISE REQUIREMENTS & PROCEDURES:

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

City of Tacoma – Prime Contractor’s Pre-Work Form

IMPORTANT NOTE:

It is the bidder’s responsibility to insure that the SBE subcontractor(s) listed on the SBE Utilization Form are currently certified by the City of Tacoma at the time of bid opening. This may be verified by contacting the SBE Program Office at (253) 591-5224 between 8 AM and 5 PM, Monday through Friday. This form must have clear expression of SBE participation your company will use on this project. Ordinance 27867, passed by the City Council on December 15, 2009, establishes the overall SBE goal of 22%, except where modified through appropriate procedures. Please refer to the City of Tacoma SBE Provisions included elsewhere in these Special Provisions.

SBE GOAL: The SBE Office determines this project to be a “Single Trade Project” with no SBE goal requirements! The determination was based on the following: The project involves primarily one category of specialized work, “Asbestos Abatement”, thus little opportunity for reasonable subcontracting on this project exist.

For any questions or concerns, please call the SBE Program Manager at (253) 591-5224

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE SBE UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 27867.



City of Tacoma
 Community & Economic Development
 Office of Small Business Enterprise
 747 Market Street, Room 900
 Tacoma, WA 98402
 253-591-5224 or 253-573-2435

PRIME CONTRACTOR'S PRE-WORK FORM

Company Name _____

Telephone _____

Address/City/State/Zip Code _____

Specification Number _____

Specification Title _____

JOB CATEGORIES SPECIFY	TOTAL EMPLOYEES		TOTAL MINORITY EMPLOYEES		BLACK		ASIAN		AMERICAN INDIAN		HISPANIC	
	M	F	M	F	M	F	M	F	M	F	M	F
Officer / Managers												
Supervisors												
Project Managers												
Office / Clerical												
Apprentices												
Trainees												
TOTALS												

CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

Superintendent												
Foreman												
Operators												
Laborers												
Apprentice												
Trainee												
TOTALS												

 Type or Print Name of Responsible Officer / Title

 Signature of Responsible Officer

 Date

INSTRUCTIONS FOR COMPLETING PRIME CONTRACTOR'S PRE-WORK FORM

This form only applies to employees who will be working on this specific project.

1. "Heading" the company name and address should reflect the subcontractor actually doing business with the City of Tacoma. If this address is different from that of the Equal Employment Opportunity Officer that administers the EEO programs of the company, the Equal Employment Opportunity Officer's address should be noted in the "Comments" section at the bottom of the form. "Telephone" should contain the area code, telephone number and extension (if any) for the Equal Employment Officer or the responsible official.
2. "Job Categories" at the extreme left hand column of the form specifying "Job Categories" lists "Officials & Managers." You are to list in addition to Officials & Managers any appropriate job titles such as Sales Workers, Office/Clerical, Professionals, Technical, etc., as they apply to your own company and only as pertains to this specific project.
3. The "M" and "F" headings at the top of each column refer to "Male" and "Female."
4. The "Total Employees" column should list the total number of male employees under "M" and the total female number of female employees under "F" for each job category listed. They should be listed in a similar manner in the "Total" category at the bottom of the form. The "Total Employees" column should include all those employees listed under "Non-Minority" and "Total Minorities." "Non-Minority" should include all employees not listed in the minority columns.
5. "Total Minorities" should include all employees listed under the "Black," "Asian," "American Indian," and "Hispanic" columns. These columns should include only employees who are members of that particular minority group. Designation and definitions of ethnic/national origin status follow the instructions and definitions of the Federal EEO-1 Form of the U. S. Equal Employment Opportunity Commission.
6. "Totals" this line should reflect the total of all lines in each of the above columns.
7. The signature of your company's designated responsible official or similar official responsible for equal employment opportunity must appear in the designated space at the bottom of the form. Please PRINT OR TYPE the person's name on the top line across from the signature. This is required since some signatures are difficult to read.
8. "Comments" this section is to be used as needed for explanations to under utilization rate or lack of turnover, proposed expansion or reduction of staff or any other pertinent information you believe will help clarify or explain the data presented on the form. If you need additional space, please explain on a separate sheet of paper.
9. If you need assistance or have questions regarding the completion of this form, please call the SBE Office at 253-591-5224 or 253-573-2435

Chapter 1.07

SMALL BUSINESS ENTERPRISE

Sections:

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

1.07.010 Policy and purpose.

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

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

1.07.020 Definitions.

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

A. “Affidavit of Small Business Enterprise Certification” means the fully completed, signed, and notarized affidavit that must be submitted with an application for SBE certification. Representations and certifications made by the applicant in this Affidavit are made under penalty of perjury and will be used and relied upon by City to verify SBE eligibility and compliance with SBE certification and documentation requirements.

B. “Base Bid” means a Bid for Public Works to be performed or Supplies or Services to be furnished under a City Contract, including additives, alternates, deductives, excluding force accounts, and taxes collected separately pursuant to Washington Administrative Code (“WAC”) 458-20-171.

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

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

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

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

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

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

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

H. “Evaluated Bid” means a Bid that factors each Respondent’s Base Bid including any alternates, deductive and additives selected by the City that will result in a weighed reduction based on that Respondent’s percentage of SBE participation, as defined by formula set forth in this chapter or in the SBE Regulations adopted pursuant to this chapter.

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

J. “SBE Certified Business” (or “SBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Coordinator.

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

L. “SBE Regulations” shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

M. “Lowest and Best Responsible Bidder” means the Bidder submitting the lowest Bid received that is within the range of acceptable bids, that also has the ability to timely perform the Contract bid upon considering such factors as financial resources, skills, quality of materials, past work record, and ability to comply with state, federal, and local requirements, including those set forth in the SBE Regulations.

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

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

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

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

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

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

T. “Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

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

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

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

1.07.030 Discrimination prohibited.

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

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

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

1.07.040 Program administration.

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

B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the SBE Regulations to properly implement and administer the provisions of this chapter. The SBE Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the SBE goals set forth herein. The SBE Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The SBE Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The SBE Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

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

1.07.050 Certification.

A. The SBE Program Coordinator shall approve a person as a SBE Certified Business if all of the following criteria are satisfied:

1. Each person with an ownership interest in the company has a personal net worth of less than \$1,320,000 excluding one personal residence and the net worth of the business;
2. The company's total gross receipts for any consecutive three year period within the last six years is not more than \$36,500,000 for public works companies and not more than \$15,000,000 for non-public works and improvements companies;
3. The owner(s) of the company executes an Affidavit of Small Business Enterprise Certification and files it with the City which states that all information submitted on the SBE application is accurate, that the business has sought or intends to do business with the City and/or within the Pierce County area and has experienced or expects to experience difficulty competing for such business due to financial limitations that impair its ability to compete against larger firms; and
4. The company can demonstrate that it also meets at least one of the following additional requirements:
 - a. The company's business offices, or the personal residence of the owner, is located within a City of Tacoma designated Renewal Community/Community Empowerment Zone, prior to designation as a SBE, or
 - b. The company's business offices, or the personal residence of the owner, is located within the City of Tacoma for at least six months prior to designation as a SBE; or

c. The company's business offices are located in a federally designated HUBZONE in Pierce County or any adjacent county for at least 12 months prior to designation as a SBE; or

d. The company's business offices are located in a federally designated HUBZONE in a County wherein the work will be performed, or an adjacent county, for at least 12 months prior to designation as a SBE.

B. Application Process. The SBE Program Coordinator shall make the initial determination regarding certification or recertification. Each SBE applicant shall provide the following documents; as such documents are more fully described in the SBE Regulations, to the SBE Program Coordinator:

1. A completed Statement of Personal Net Worth form;
2. A completed, signed, and notarized Affidavit of Small Business Enterprise Certification that affirms compliance with the certification and documentation requirements of this section;
3. List of equipment and vehicles used by the SBE;
4. Description of company structure and owners;
5. Such additional information as the SBE Program Coordinator or designee may require.

When another governmental entity has an equivalent SBE classification process the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

C. Recertification. A SBE qualified business shall demonstrate annually to the satisfaction of the SBE Program Coordinator that the following SBE qualifications are still in effect for such business:

1. That the company still meets all of the criteria set forth in subsection 1.07.050.A. TMC, and
2. That the company has maintained all applicable and necessary licenses in the intervening period, and
3. That the company demonstrates that the owner and/or designated employees have completed the minimum annual continuing business education training requirements set forth in the SBE Regulations.

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

(Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28147 Ex. A; passed May 7, 2013; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. Establishment of Annual SBE Goals. The SBE Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of SBEs in City contracts shall be based on the number of qualified SBEs operating within Pierce County or in a county that is adjacent to Pierce County or in a HUBZone in a county where the supplies, services and/or public works will be delivered or performed. The dollar value of all contracts awarded by the City to SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable SBE goal. The initial cumulative annual SBE goal for all public works, non-public works and improvements supplies and services procured by the City of Tacoma is 22 percent.

B. Revision of Annual SBE Goals. SBE utilization goals for supplies, services, and public works shall be reviewed annually to determine the total level of SBE participation reasonably attainable. If no certified SBEs are available to provide supplies, services, and/or public works, the dollar value of such supplies, services, or public works shall be exempt from the calculation of the cumulative annual goals set forth in the SBE Regulations. Proposed reduction of the cumulative annual SBE goals shall be in accordance with the SBE Regulations.

C. Application of SBE Goals to Contracts. The SBE Program Coordinator shall consult with City departments/divisions to establish the SBE goal for competitively solicited contracts of \$25,000 and above, in accordance with this chapter and the SBE Regulations. No SBE goal will be established if no certified SBEs are available to provide supplies, services and/or public works.

D. Waivers. City departments/divisions or the SBE Program Coordinator may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:

1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.
2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.
3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.
4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.
5. Lack of SBEs: An insufficient number of qualified SBE contractors exist to create SBE utilization opportunities.
6. Best interests of the City: Waiver of SBE goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

E. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the SBE utilization goals based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such goals would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contract valued at \$25,000 or more shall be evaluated for attainment of the SBE goal established for that contract in accordance with this chapter and the SBE Regulations.

B. The determination of SBE usage and the calculation of SBE goal attainment per this section shall include the following considerations:

1. General. The dollar value of the contract awarded by the City to a SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the SBE goal.
2. Supplies. A public works and improvements contractor may receive credit toward attainment of the SBE goal for expenditures for supplies obtained from a SBE; provided such SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the SBE goal for the amount of the commission paid to a SBE resulting from a supplies contract with the City; provided the SBE performs a commercially useful function in the process.
3. Services and Public Works subcontracts. Any bid by a certified SBE or a bidder that utilizes a certified SBE shall receive credit toward SBE goal attainment based on the percentage of SBE usage demonstrated in the bid. A contractor that utilizes a SBE-certified subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the SBE goal based on the value of the subcontract with that SBE.
4. Brokers, Fronts, or Similar Pass-Through Arrangements. SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the SBE Regulations) shall not count toward SBE goal attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

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

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the SBE goal. Such low bid shall be determined to meet the SBE goal if the bidder is a certified SBE.

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

b. If the lowest priced bid does not meet the SBE goal, but the bid of any other responsive and responsible bidder does, and such other bid(s) is or are priced within five percent of the lowest bid, then the following formula shall be applied to each such other bid:

$$(\text{Base Bid}) \left[\frac{\text{SBE Usage Percentages}}{\text{SBE Goal Percentages}} \right] \times (.05 \times \text{Low Base Bid}) = \text{Evaluated Bid}$$

c. The lowest evaluated bid after applying said evaluation formula shall be presumed the lowest and best responsible bid for contract award.

d. In no event shall a bidder's evaluated bid price be adjusted more than 5 percent from its base bid price for purposes of contract award.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified SBEs. Submittals by respondents determined to be qualified may be further evaluated based on price using the formula applicable to price based contract awards above. The SBE Regulations may establish further requirements and procedures for final selection and contract award, including:

- a. Evaluation of solicitations for Architectural and Engineering (A&E) services;
- b. Evaluation and selection of submittals in response to requests for proposals; and
- c. Selection of contractors from pre-qualified roster(s).

D. Evaluation of competitively solicited submittals for supplies when no SBE utilization goal has been established for the contract to be awarded shall encourage SBE participation as follows:

1. A submittal from a responsive certified SBE that is priced within five percent of the otherwise lowest responsive bid shall be recommended for award. Otherwise, the lowest responsive bidder shall be recommended for contract award.

E. The SBE Regulations may establish further SBE goal evaluation requirements and procedures for award of contracts between \$5,000 and \$25,000.00 and for non-competitively solicited contracts. City departments/divisions shall use due diligence to encourage and obtain SBE participation for supplies, services, and public works contracts under \$5,000.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

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

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

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

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. The SBE Program Coordinator shall monitor compliance with all provisions of this chapter and the SBE Regulations. The SBE Program Coordinator shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to

eliminate the effects of under utilization in City contracting. The SBE Program Coordinator shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

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

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

1.07.100 Enforcement.

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

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

1.07.110 Remedies.

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

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

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

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

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

1.07.120 Unlawful acts.

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

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

1.07.130 Severability.

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

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

1.07.140 Sunset and review of program.

This chapter shall be in effect through and until December 31, 2019, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2019, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

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

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 \$ _____



INSURANCE CERTIFICATE REQUIREMENTS

Please furnish the Purchasing Division with a Certificate of Insurance with the following liability limits based on the contract amount:

<u>CONTRACT AMOUNT</u>	<u>LIABILITY LIMITS</u>
\$ 25,000 and Under	\$ 500,000 Combined Single Limit
\$500,000 and Under	\$1,000,000 Per Occurrence / \$2,000,000 Aggregate
Over \$500,000	\$5,000,000 Total Coverage

- A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include:
 1. Comprehensive General Liability
 2. Automobile Liability - Hired and Non-Owned
 3. Contractual Coverage
 4. Broad Form Property Damage
 5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work)
 6. Any additional coverage specifically required by the City's specification

- B. The following general requirements apply:
 1. Insurance carrier must be authorized to do business in the State of Washington.
 2. Coverage must include personal injury, protective and employer liability.
 3. Contractor must provide with the certificate (a) evidence of the amount of any deductible or self-insured retention under the policy, and (b) policy endorsement(s) that verify compliance with the additional insured and the primary/non-contributory requirements specified in Section C. 1 and C. 2. below.
 4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance on file with the City throughout the contract.
 5. Contractor's insurance must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.

- C. The following statements are required on the Certificate of Insurance:
 1. *"The City of Tacoma is named as an additional insured"* ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
 2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have"* ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
 3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named."* Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. **See example below.**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 The below listed certificated holder is added as an additional insured as respects any and all work performed with the City (or as respects project _____). This insurance is primary over any insurance or self-insurance the City may have for any and all work performed with the City (or as respects project _____).

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
CITY OF TACOMA PO BOX 11007 TACOMA WA 98411-0007		"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the company, its agents or representatives."

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

CONTRACT

Resolution No.
Contract No.

THIS AGREEMENT made and entered into in triplicate by and between the City of Tacoma, a Municipal Corporation hereinafter called the "City", and
Enter vendor name herein after called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the Parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with and as described herein and in the attached plans, drawings, and the below referenced Specifications of the City of Tacoma included in the solicitation of Bids for this Agreement, which are by this reference incorporated herein and made a part hereof, and shall perform any alteration in or additions to the work provided under this Agreement and every part thereof.

Specification No. enter spec number

Project: enter spec name

Contract Total: \$ _____, Select applicable tax information

The 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 provided for in this Agreement and every part thereof, except such as are mentioned in the Specifications to be furnished by the City of Tacoma.

- II. The Contractor acknowledges, and by signing this Agreement agrees, that the Indemnification provisions set forth in the Specifications, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Agreement and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- III. The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- IV. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.
- V. The Contractor agrees to accept as full payment hereunder the amounts specified in the Submittal, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified in said Submittal and in the attached plans, drawings, and Specifications.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, with an effective date for bonding purposes of Enter date day of Enter month, 20year.

CITY OF TACOMA:

PRINCIPAL: Enter vendor name

By: _____
Title of dept or div staff w/auth to sign for this \$ amt

By: _____
Signature

By: _____
Select one (for contract totals over \$50K or NA)

By: _____
Printed Name

By: _____
Director of Finance

By: _____
Title

APPROVED AS TO FORM:

By: _____
City Attorney



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned,

as principal, and

a corporation organized and existing under the laws of the State of

as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF TACOMA in the penal sum of \$, for the payment of

which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

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

Dated at Tacoma, Washington, this day of , 20 .

Nevertheless, the conditions of the above obligation are such that:

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 certain contract, providing for

Specification No.:

Specification Title:

Contract No:

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

WHEREAS, the said principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen; the claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due; and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Tacoma harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract after its acceptance thereof by the City of Tacoma and all claims filed in compliance with Chapter 39.08, RCW are resolved, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved as to form:

Principal:

City Attorney

By:

Surety:

By:

Agent's Name:

Agent's Address:



BOND IN LIEU OF RETAINAGE

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as PRINCIPAL, and _____, a corporation organized and existing under the laws of the State of _____ and registered to transact business as a surety in the State of Washington, as SURETY, are by these presents held and firmly bound unto the City of Tacoma, a political subdivision of the State of Washington ("OBLIGEE"), and are similarly held and bound unto the beneficiaries of the trust fund created by Chapter 60.28, RCW, in the sum of _____, (\$ _____ lawful money of the United States of America plus five percent (5%) of any increase in the contract amount that may occur due to change order or other increases in the quantities of materials and/or work, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally hereunder.

WHEREAS, the Principal and the Obligee have entered into and executed a certain contract for: _____ (Contract No. _____), dated _____, 20____; and

WHEREAS, said Contract requires the City of Tacoma to withhold from the Principal, pursuant to Chapter 60.28, RCW the sum of five percent (5%) from monies earned by said Principal during the execution and performance of work thereunder, hereinafter referred to as earned retained funds; and

WHEREAS, the Principal has requested that the City of Tacoma not withhold any such future earned retained funds and accept this Bond in lieu thereof as allowed under the provisions of Chapter 60.28, RCW.

NOW, THEREFORE, The Condition of this Obligation is such that if the Principal shall use and apply the earned retained funds released pursuant hereto for the trust and purposes set forth in Chapter 60.28, RCW, and shall further indemnify and save the Obligee harmless from and against all losses, damages, claims, suits, demands, causes, charges and expenses to which the Obligee may be subject or in any way made liable by reason of or in consequence of having made contract payments to Principal without having first reserved, withheld, or retained earned funds therefrom, then the Obligations of Surety hereunder shall be released in accordance with Chapter 60.28, RCW; otherwise, this Bond shall remain in full force and effect.

PROVIDED, HOWEVER, it is expressly understood and agreed that:

1. Any suit or action under this Bond must be instituted within the time period provided by applicable law, but in no event more than two (2) years from the date final payment under the Contract falls due;
2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order;
3. Until written release of this obligation by the Obligee, this Bond may not be terminated or cancelled by the Principal or Surety for any reason; and
4. The laws of the State of Washington shall govern the determination of the rights and obligations of the parties hereunder and Venue for any dispute or claim hereunder shall be in Pierce County, Washington.
5. No final payment by City to Contractor under the Contract shall serve as a release of the obligations of the Surety hereunder or create any defense to contract performance by the Contractor and/or Surety.

Signed and Sealed this _____ day of _____, 20_____.

PRINCIPAL: _____

SURETY: _____

By: _____

By: _____

Title: _____

Title: _____

Address for Service:

Approved:

Finance Director

Approved as to Form and Legality:

Deputy/Assistant City Attorney

**CONTRACTOR PERFORMANCE REVIEW
(FOR INTERNAL RECOMMENDATION PURPOSES)**

Project:	Spec. #
Location:	Contractor: (Use separate sheet for each sub-contractor)
Engineer:	Inspector:

EVALUATION

Rate Each Area: EXCELLENT - 3 GOOD - 2 ACCEPTABLE - 1 INADEQUATE - 0

- | | |
|--|---|
| _____ 1. Safety | _____ 7. Quality of Supervisor |
| _____ 2. Quality of Work | _____ 8. Site Management |
| _____ 3. Overall Rating | _____ 9. Adequate Equipment |
| _____ 4. Communication/Coordination
on Site | _____ 10. Adequate Personnel |
| _____ 5. Communication/Coordination
with Office | _____ 11. Was Project Completed
on Time (Y/N) |
| _____ 6. Supervision on Site | _____ 12. Would You Recommend
this Contractor Work
for Us Again (Y/N) |

Comments (Required if Rated Below Acceptable)

Input by _____ Review No. _____ Date _____

GENERAL RELEASE TO THE CITY OF TACOMA

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

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

Contractor

By _____
Title _____

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

GENERAL PROVISIONS

(Revised September 2014)

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 to the particular Division of the Department of Public Utilities of the City of Tacoma 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 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY EMPLOYMENT

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of small business enterprises by establishing goals for their utilization in the provision of construction services, and related goods and/or services, to the City.

A. Public Work or Improvement Type Projects and Contracts:

Respondents for public work or improvement type projects and contracts in excess of \$25,000 have an obligation to comply with the requirements set forth in the City's SBE Regulations adopted pursuant to Tacoma Municipal Code (TMC) Chapter 1.07. For further information, contact the City **SBE Office**, 747 Market Street, Room 900, Tacoma, WA 98402. Phone 253-573-2435. Email SBEOffice@cityoftacoma.org

Compliance with State Law RCW 35.22.650 is also required. All respondents for public work or improvement contracts (exceeding \$10,000, and \$15,000 for construction of water mains) are required to actively solicit minority and women business enterprise subcontractors. With respect to all such contracts, the Contractor agrees that he/she shall actively solicit the employment of minority group members. Contractor further agrees that he/she shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his/her compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority respondents on the basis of substantially equal proposals. The contractor shall be required to submit evidence of compliance with this section as part of the bid. ALL RESPONDENTS FOR PUBLIC WORK AND IMPROVEMENTS CONTRACTS MUST COMPLETE AND SUBMIT WITH THEIR BID THE FOLLOWING SOLICITATION FORMS CONTAINED IN THE BID SUBMITTAL PACKAGE AND ATTACHED HERETO:

- **SBE Utilization Form** for contracts of \$25,000 or more per TMC Chapter 1.07
- **Prime Contractor's Pre-Work Form** for contracts per RCW 35.22.650

B. ~~Purchase of Goods and/or Services Contracts:~~

~~Respondents for supply type contracts to which SBE Regulations do not apply have an obligation to demonstrate efforts to ensure equitable participation of minority and women's businesses. Such respondents shall not discriminate against any person on the basis of race, color, creed, sex, age or nationality in employment and are subject to the City's ordinances and regulations prohibiting discrimination. See TMC Chapter 1.50.~~

~~Service contracts involving a single trade are also subject to TMC Chapter 1.07, and respondents for such service contracts must submit applicable SBE program forms to be considered for contract award.~~

~~ALL RESPONDENTS FOR PURCHASE and/or SERVICES CONTRACTS MUST COMPLETE AND SUBMIT WITH THEIR BID THE FOLLOWING FORM CONTAINED IN THE BID SUBMITTAL PACKAGE AND ATTACHED HERETO:~~

➤ ~~**Personnel Inventory Form**~~

~~Failure to fully complete and submit the required forms with the bid package may result in the bid being declared non-responsive and rejected.~~

1.04 RESPONDENT'S BOND OR CERTIFIED CHECK

Each bid for construction must be accompanied either by a certified or cashiers 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. All bid bonds must be signed by the person legally authorized to sign the bid. 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 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.

1.05 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE

All bid proposals and documents must be returned to the City's Purchasing Division, Tacoma Public Utilities Administration Building, Main Floor, 3628 South 35th Street, Tacoma, WA 98409, in a sealed, properly addressed envelope with the name of the Respondent and Specification number and description of the project plainly written on the outside of the envelope, prior to the scheduled time and date stated in the Call for Bids. The City offices are not open for special mail or other delivery on weekends and City holidays.

Telecopy bid proposals will be accepted by the City provided that the original signed bid proposal is sealed and mailed (to the City's Purchasing Office) and postmarked prior to the time designated for the bid opening. Also, telecopy proposals shall not be sent to the City's telecopy machine but must be sent to the Respondent's agent and delivered sealed to the City's Purchasing Office before the time stated in the Call for Bids.

Bids received after the time stated in the Call for Bids will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a bid proposal has been timely received, the City's Purchasing Office may rely on Universal Coordinated Time from the National Bureau of Standards as reported by radio broadcast station WWV.

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 requires 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 Purchasing Office. The notice may be submitted in person or by mail; however, it must be received by the City's Purchasing 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 PUBLIC UTILITY BOARD FINAL DETERMINATION

The 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

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 will be considered in determining the apparent lowest responsible bid. 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.

1.19 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.

1.20 PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act. Documents submitted under this Specification are considered public records and, unless exempt from disclosure under the Act, will be made available for inspection and copying by the public in response to a public records request.

If the Respondent considers any submittal document to be exempt from disclosure under the law, the Respondent shall clearly mark on the specific page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET." The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. **Failure to provide an index identifying the location of the material in the submittal that Respondent considers to be**

protected from disclosure will result in the records being released in response to a request for those records without further notice to Respondent. Marking the entire submittal as “confidential” or “proprietary” or “trade secret” is not acceptable and is grounds to reject such submittal.

If a public records request is made for disclosure of all or any part of Respondent's submittal and Respondent has (i) properly marked and (ii) indexed the material it asserts to be exempt from disclosure, the City will determine whether the material is exempt from public disclosure. If, in the City's opinion, the material is subject to a possible exemption to disclosure, the City will notify Respondent of the request and impending release and allow the Respondent ten (10) business days to take whatever action Respondent deems necessary to protect its interests. The City will reasonably cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, penalties, attorney's fees or costs awarded by reason of having opposed disclosure and Respondent shall indemnify City against same. If the Respondent fails or neglects to take such action within said period, the City will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

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, Department of Public Utilities, 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 Bond

Except as modified by the Special Provisions, the Respondent to whom the Contract is awarded shall provide a 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 bond must be executed by a surety company licensed to do business in the State of Washington. For a supply-type contract, a cashiers check or cash may be substituted for the bond; however, this cash or cashiers 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:

- (a) Proposal pages prevail if they conflict with the General, Special or Technical Provisions.
- (b) Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.
- (c) 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 Superintendent, whose decision shall be final. The word "Superintendent" means the Superintendent of the City of Tacoma, Department of Public Utilities division which is administering the contract.

The Contract shall be carried out under the general control of the representative of the particular 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 any and all orders and instructions given by the representative of the particular 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 ASSIGNMENT AND SUBLETTING OF CONTRACT

A. 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.

B. 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.

2.07 DELAY

A. 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.

B. 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.

2.08 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with

the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

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

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

B. Guarantee for Supply Contracts

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

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

C. Guarantee Period Extension

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

2.09 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.

2.10 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

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 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.

In the event of any such termination, 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.

2.11 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.

2.12 LEGAL DISPUTES

A. General

Contractor and Surety agree and stipulate that in the event any litigation should occur concerning or arising out of this Contract, or any bids submitted in response to a Call for Bids under the attached Specification, the sole venue of any such legal action shall be the Pierce County Superior Court of the State of Washington and the interpretation of the terms of the Contract shall be governed by the laws of the State of Washington.

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.

2.13 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

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

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

2.14 Shipping Notices and Invoices

Shipping notices shall furnish complete information of item, or items, contents of item if crated or cased, shipping point, carrier and Bill of Lading number, and City of Tacoma Purchase Order Number.

Unless otherwise directed in these specifications, shipping notices shall be mailed to:

Purchasing Division
City of Tacoma
P. O. Box 11007
Tacoma Washington 98411-2597

Invoices shall be sent in duplicate. Each invoice shall show City of Tacoma Purchase Order Number and Release Number if applicable and the Item Number, Quantity, Description, Unit Price and Total Price by line. Each line total shall be summed to give a grand total to which sales tax shall be added if applicable.

Invoices shall be mailed to:

Accounts Payable
City of Tacoma
P. O. Box 1717
Tacoma Washington 98401-1717

2.15 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.

2.16 Entire Agreement

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

2.17 Code of Ethics

The City's Code of Ethics, Chapter 1.46, Tacoma Municipal Code, provides ethical standards for City personnel and also 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.

** Balance of Page Intentionally Left Blank **

[Pages 11 through 16 are 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.

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 division responsible for this Contract. It is the Contractor's responsibility to fully comply with the Underground Utility Locate Law, Chapter 19.122 RCW. If the site conditions are "changed or differing" as defined by RCW 19.122.040(I), the Contractor may pursue the party responsible for not properly marking or identifying the underground facility. The Contractor agrees not to file any claim or legal action against the City (division responsible for this Contract) for said "changed or differing" conditions unless said City division 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 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until all required insurance has been obtained and such insurance has been approved by the City of Tacoma, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all insurance required herein has been obtained by Subcontractor. It is the Contractor's responsibility to ascertain that all Subcontractors have the insurance as required by this Contract at all times such Subcontractors are performing the work. The insurance coverages required herein shall be maintained and effective at all times any work including guarantee work is being performed by the Contractor or a Subcontractor.

A. Compensation Insurance

The Contractor shall, at all times during the existence of this Contract, fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workers' Compensation together with any and all amendments and supplements thereto and any and all regulations promulgated thereunder.

In the event any of the work herein is sublet, the Contractor shall require such Subcontractor to fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workers' Compensation. For persons engaged in employment who are not within the mandatory coverage of the state Workers' Compensation laws, the Contractor shall provide and shall cause each subcontractor to provide compensation insurance (including self-insurance if it otherwise meets all requirements of state Workers' Compensation laws), satisfactory to the City, at least equivalent to the benefits provided for covered employment under state Workers' Compensation laws.

B. Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of this Contract, a policy of comprehensive general liability insurance, with an insurance carrier authorized to do business in the State of Washington. The policy shall be approved as to form and content by the City Attorney and shall protect the City of Tacoma from liability imposed by law for damages suffered by any persons arising out of or resulting from acts or omissions in the performance of this contract: (1) for bodily injury or death resulting therefrom caused by accidents or occurrences resulting from any act or omission by the Contractor in the performance of the Contract, and (2) for injury to, or destruction of, any property, including property of the City of Tacoma, and including loss of use. The policy or policies shall include coverage for claims for damages because of bodily injury or death or property damage arising out of the ownership, maintenance or use of any motor vehicle, including hired or non-owned vehicles.

The City of Tacoma shall be designated in said policy as a primary additional named insured and shall be given 30 days written notice of cancellation, nonrenewal, or material change in the coverage provided. Said insurance shall be on a Comprehensive General Liability form with coverages to include Blanket Contractor, Broad Form Property Damage, Personal Injury, Protective Liability and Employers Liability. Limits shall be at \$1,000,000 per occurrence, \$2,000,000 aggregate and for contracts in excess of \$500,000 the minimum coverage limits include Umbrella Excess Liability of \$5,000,000. Further that the City's insurance is excess to any other collectible insurance.

The Contractor shall furnish evidence of the amount of any deductible or self-insured retention under the policy. This must also be approved by the City Attorney if the amount of the deductible or self-insured retention exceeds \$50,000. The City may require the Contractor to furnish evidence of its ability to pay the amount of any deductible or self-insured retention. If the policy provides for a deductible or self-insured retention, the Contractor shall be solely responsible for paying the amount of the deductible or self-insured retention toward the cost of any claim under the policy.

If the Contractor fails to maintain such insurance, the City of Tacoma, at its discretion, may immediately terminate the contract.

Nothing herein contained shall be in any manner construed as limiting the extent to which the Contractor or Subcontractor may be held liable or responsible for payment of damages resulting from their operations.

C. Builder's Risk

The Contractor shall be expected to protect and insure from loss for any tools and equipment owned or rented by the Contractor, Subcontractor of the employees of the Contractor and Subcontractor.

Until the work is completed and accepted by the City of Tacoma, the construction is at the risk of the Contractor and no partial payment shall constitute acceptance of the work or relieve the Contractor of responsibility to deliver to the City of Tacoma the completed project as required by this Contract.

D. Proof of Carriage of Insurance

The Contractor shall furnish and file with the City a certificate of insurance coverage. An up-to-date certificate of insurance must be on file with the City throughout the contract. The City may, at the time the contract is executed or at any other time, require the Contractor to furnish and file with the City a certified true copy of the insurance policy or policies, together with a letter from the insurance carrier verifying that the premium has been paid for the period indicated. The policy or policies shall be approved as to form and content by the City Attorney.

3.06 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).

3.07 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.

3.08 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.

3.09 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

The Contractor and any Subcontractors shall be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits. No worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the "prevailing rate of wage" as determined by the industrial Statistician of the Department of Labor and industries. The schedule of the prevailing wage rates for the locality or localities where this Contract will be performed is by reference made a part of this Contract as though fully set forth herein. Current prevailing wage data will be furnished by the Industrial Statistician upon request. The Contractor shall immediately upon award of the Contract, contact the Department of Labor and Industries, ESAC Division, General Administration Building, Olympia, Washington 98504, to obtain full information, forms and procedures relating to these matters.

Before payment is made by or on behalf of the City, of any sum or sums due on account of a Public Works contract, it shall be the duty of the officer or person charged with the custody and disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer a "Statement of Intent to Pay Prevailing Wages." Each statement of intent to pay prevailing wages must be approved by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer. Unless otherwise authorized by the Department of Labor and Industries each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the public agency. Following the final acceptance of a Public Works project, it shall be the duty of the officer charged with the disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer an "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the Contractor. Each affidavit of wages paid must be certified by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer.

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.

3.10 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 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 bond 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. Also, 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.

SPECIFICATION NO. CT14-0554F
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
ASBESTOS ABATEMENT AND LEAD BASED PAINT REMOVAL

TABLE OF CONTENTS

SPECIAL PROVISIONS

SECTION 01010 - SUMMARY OF WORK

- 1.1 PROJECT DESCRIPTION/DESCRIPTION OF WORK
- 1.2 PROJECT LOCATION
- 1.3 ASSIGNMENT OF WORK
- 1.4 SITE SHOWING/WORK CONDITIONS
- 1.5 COMMENCEMENT, PROSECUTION AND COMPLETION
- 1.6 CONTRACT WORK TIMES
- 1.7 QUALIFICATION OF CONTRACTORS
- 1.8 SPECIFICATIONS AND DRAWINGS
- 1.9 EVALUATION OF BIDS
- 1.10 LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)
- 1.11 PREVAILING WAGES
- 1.12 PERFORMANCE (SURETY) BOND OR RETAINAGE
- 1.13 CONTRACT TERM & PRICE ADJUSTMENTS

SECTION 01025 - MEASUREMENT AND PAYMENT

- 1.1 ADMINISTRATION
- 1.2 PROPOSAL ITEMS
- 1.3 FORCE ACCOUNT WORK
- 1.4 NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS OR WORK

SECTION 01040 - PROJECT COORDINATION

- 1.1 PROJECT ENGINEER/LEAD
- 1.2 MEETINGS
- 1.3 COORDINATION WITH OTHERS
- 1.4 LIMITATION OF CONTRACTOR'S WORK ARE/OR CONTRTRACTOR'S USE OF PREMISES
- 1.5 CONTRACT CHANGES
- 1.6 DIFFERING SITE CONDITION

CONTRACT CHANGE FORMS

REQUEST FOR INFORMATION

ENGINEERING CHANGE DIRECTIVE

PROPOSAL REQUEST

CHANGE ORDER PROPOSAL

SECTION 01300 - SUBMITTALS AND SHOP DRAWINGS

1.1 SUBMITTALS REQUIRED WITH BID

1.2 DOCUMENTS REQUIRED AT PRECONSTRUCTION CONFERENCE

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 SECURITY AND ACCESS

TECHNICAL PROVISIONS

SECTION 01550 - ASBESTOS REMOVAL

SECTION 01750 - LEAD AND OTHER HAZARDOUS MATERIAL REMOVAL

SECTION 01010 - SUMMARY OF WORK

1.1 PROJECT DESCRIPTION/DESCRIPTION OF WORK

A. PROJECT DESCRIPTION

The City of Tacoma (City), Finance Department, Purchasing Division invites qualified firms to submit bids in order to establish a citywide contract to perform 'on-call' asbestos containing-material and lead-based paint removal. This contract will provide for the furnishing of all labor, tools, transportation, equipment, and materials for routine and emergency call out on asbestos and/or lead abatement services for use by various City of Tacoma and Tacoma Public Utilities departments. The contract as a result of this specification will provide an on-call asbestos and/or lead abatement contractor to perform asbestos-containing material removal, lead-based paint removal, or other related services for the City by a certified bonded abatement contractor on an 'as-needed' basis.

The contractor must be a certified asbestos abatement contractor and be proficient in abatement of both friable and non-friable asbestos from a variety of equipment and locations including but not limited to: locomotives; hydroelectric projects; residences; office buildings; etc.

This will be a citywide contract for use by all departments within the City of Tacoma's General Government Division and Tacoma Public Utilities (TPU). 'On call' work under this contract will be assigned on a 'job by job' basis by the by the applicable City department as required.

The contract will be awarded to one or more of the lowest responsible bidder(s) complying with these specifications provided such bid(s) is reasonable and it is in the best interest of the City to accept.

1. **Asbestos Abatement**

The work covered by this section includes the removal, encapsulation, encasement, enclosure, and repair of asbestos-containing materials (ACM) which are encountered during demolition, alteration, maintenance, renovation, spill/emergency clean-up, housekeeping, activities associated with this project and describes procedures and equipment required to protect workers and occupants of the regulated area from contact with airborne asbestos fibers and ACM dust and debris. Activities include OSHA Class I, Class II, Class III, and Class IV work operations involving ACM. The work also includes containment, storage, transportation and disposal of the generated ACM wastes.

2. **Removal of Paint With Lead**

The work covered by this section includes the removal of paint from but not limited to doors, windows, walls, ceilings, floors, piping or building materials, extent (specific surfaces or components). The paint to be removed/controlled could be in any condition including intact, flaking, chalking, alligatored, chipped, and/or peeling of the lead based paint (LBP). The business should be capable of providing certified lead abatement workers, as some work may be on pre-1978 homes or child-occupied facilities.

B. CONCEPT OF CONTRACT

Work to be done will be sent to the certified contractor in the form of a work request attached as Appendix A. The contractor shall provide a detailed estimate showing all tasks necessary to complete the work and the associated man hours, using bid items with unit measurements.

Man hours and cost plus equipment will only be used when there are no other applicable bid items available. Man hours and cost plus equipment shall not be used to supplement work needed to complete other bid items. All tasks shall be identified and totaled to determine the cost of the work.

The contractor shall submit the estimate showing all tasks and man hours necessary to complete the job. Upon acceptance of the estimate, the City will issue a delivery order to the contractor to do the work. The amount of the approved estimate/delivery order will be full and complete payment for the work.

While the contractor may have input into equipment used and applicable bid items, the final design, material used and applicable bid items shall be as approved and/or directed by the City.

1.2 PROJECT LOCATION

Items of work listed on the proposal sheet will be completed at various locations within the City of Tacoma, Tacoma Public Utilities facilities, Tacoma Power and Tacoma Water service areas and Project Sites. See attached location sketches. This work may be located in King, Pierce, Lewis, Thurston, Grays Harbor and Mason Counties, in Washington.

1.3 ASSIGNMENT OF WORK

Work shall be performed on a job-by-job basis and shall be priced according to the bid submitted. A site showing may be held for each job at the determination of the requesting Department. At the discretion of the requesting Department, each abatement project shall have a work request filled out by the contractor as contained in Exhibit A (refer to Section 1025, paragraph 1.1 B Billing Plan). Assigned work shall not vary in scope without prior approval of the applicable contact person listed below.

Points of contact for assignment of work are as follows and may be changed or added to upon written notice from the specific City Division. **Work ordered by anyone other than those listed, or delegated the authority in their absence, will not be paid for. Approval must be obtained by applicable City department prior to the commencement of work.**

Tacoma Power/Generation: Mark Schmidt, 253-381-7736 **OR** Dave Burns, 253-381-7701

Environmental Services/Solid Waste Management: Gary Kato, 253-593-7713

Public Works/Facilities: Justin Davis, 253-591-5449

Public Works BLUS: Susan Coffman, 253-502-7905

City of Tacoma Safety Officer @ TPU: Rick Cole, 253-502-8558

Other Divisions or users – Joe Parris, Contract Administrator, 253-502-8103

The applicable City department will monitor work that exceeds \$1,000.00 per location, as they determine. The City reserves the right to assign the bid items used for any work including the use of force account when applicable. If different bid items could be used for a repair, the City reserves the right to determine which bid items are applicable.

It is anticipated the cost of work per location shall not exceed \$25,000. For those projects that may exceed said amount the contract administrator shall be notified via phone at 253-502-8103 or e-mail at jparris@cityoftacoma.org.

1.4 SITE SHOWING/WORK CONDITIONS

By entering into a contract pursuant to these specifications, the contractor represents that he/she is fully certified as an asbestos and lead paint abatement contractor and is familiar with local City, State and County standards for asbestos containing-material and lead-based paint removal. It is the responsibility of the contractor to be familiar with State, City, and counties requirements and comply with them whether they are stated in the specification or not.

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 or abatement 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.

At the time of award, current standards for the City/County where the work is being completed are all adopted as part of the contract and requirements whether they are specifically listed or not. The concept of a contract pursuant to these specifications is that a company in the asbestos and lead paint abatement business knows the standards and is responsible to meet them for the various jurisdictions.

1.5 COMMENCEMENT, PROSECUTION AND COMPLETION

- A. The City intends the contract(s) to run for two (2) calendar years from date of award.
- B. In addition to the performance bond, a 5-percent retainage bond shall be provided and kept current at all times during the contract period. **Withholding of 5-percent retainage will not be allowed.**
- C. The City reserves the right to cancel this contract for any reason within thirty (30) days written notice.

The contractor will be required to complete the contract documents 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.

Work under this contract work may not be continuous, and several months may go by before work may be available for each contractor.

1.6 CONTRACT WORK TIMES

Contract work times shall be Monday through Friday, 7:00 a.m. to 4:30 p.m., excluding holidays, or as otherwise approved by the City. Work times vary from site to site.

The contractor shall also be responsible to minimize disruptions to building occupants during working hours 6:30 a.m. to 6:00 p.m., Monday through Friday.

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

However, if the City orders work to be performed on overtime, all City employees' overtime costs will be at no expense to the contractor.

1.7 QUALIFICATION OF CONTRACTORS

A. QUALIFIED CONTRACTORS

Only contractors experienced in this type of work, with current certification, and a record of successful completion of jobs of similar scope, will be considered. Bids of inexperienced contractors and those who have failed to properly perform other contracts will be rejected for such cause. The bidder must complete the Contractor's Record of Prior Contracts form attached to this specification at the time of submitting his/her bid. The City will be the sole judge of the bidder's ability to meet the requirements of this paragraph.

Bidders must be currently certified by the State of Washington for asbestos abatement at the time of their bid submittal.

The contractor must be proficient in abatement of both friable and non-friable asbestos from a variety of equipment and locations including but not limited to: locomotives; hydroelectric projects; residences; office buildings; etc.

The contractor must be capable of supplying adequate staff to complete City of Tacoma projects within the dictated timeline.

B. QUALIFIED SUPERINTENDENT

The contractor shall employ a competent superintendent who shall be present at the project site at **all** times during the entire progress of the work. 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 his 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 "as-built" plans shall be available to the engineer at all times and shall be delivered to the engineer upon completion of the work.

Resumes of the superintendent shall be submitted with the bid.

1.8 SPECIFICATIONS AND DRAWINGS

Drawings, attached to these specifications, are made a part of the contract:

Drawings for Construction

Drawings, if required for specific projects, will be provided on a job by job basis by the project lead. 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.

Drawings for Reference

Title

Tacoma Power Projects Location Maps

Tacoma Power Service Area

Tacoma Water - Water Supply System

1.9 EVALUATION OF BIDS

The award of this contract will not be based on cost alone as other factors and features are equally important.

The contract(s) will be awarded to one or more of the lowest responsible bidder(s) complying with the specifications; provided such bid is reasonable and it is in the best interests of the City to accept. The City, however, reserves the right to reject any and all bids and to waive any informalities in bids received. The City reserves the right to let the contract to the lowest responsible bidder(s) whose bid will be most advantageous to the City, price and any other factors considered.

All other elements or factors, whether or not specifically provided for in this contract, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of the contract. In addition, the bid evaluation factors set forth in City Code Section 1.06.259 may be considered by the City. The final award decision will be based on the best interests of the City. The engineer's decision as to which contractor best meets the City's need will be final.

The following factors will be used in bid evaluation:

- A. Warranties
- B. Past Record with the City (Including Satisfying Safety Requirements)
- C. Demonstrated Ability and Organization to Perform the Work Required
- D. Contractors with a poor regulatory history and history of safety and health violations will not be considered.

1.10 LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

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

LEAP is a City of Tacoma program adopted to counteract unemployment and poverty within the City of Tacoma. It requires the prime contractor performing a qualifying public works project to ensure that 15-percent of the total labor hours worked on the project are performed by apprentices approved by the Washington State Apprenticeship Council (SAC) and/or residents of Tacoma. Compliance may be met through any combination of utilizing residents of Tacoma or SAC apprentices. Residents will enter apprenticeship programs, if applicable, acquire skills, and perform work on City public works projects. Contractors may obtain further information by contacting the City's LEAP Coordinator, Peter Guzman, at 253-594-7933. The LEAP coordinator can assist contractors in the recruitment of qualified employees from the Private Industry Council and other pre-employment and training organizations available in the area. The LEAP Office is located in the City's Contract Compliance Office, Tacoma Municipal Building, 747 Market Street, Room 900.

1.11 PREVAILING WAGES

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

As identified in the General Provisions, the contractor shall comply with the law regarding prevailing wages. These rules apply to any contractor who does business with the City, including owner/operators. A Statement of Intent to Pay Prevailing Wages **MUST** be filed with the Washington Department of Labor & Industries upon award of contract. An Affidavit of Wages Paid **MUST** be filed with the Washington Department of Labor & Industries upon job completion. Additional information regarding these submittals can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, or by visiting their web site at:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/>. Sample documents are enclosed for reference at the end of the specification, but only original forms can be submitted to the Department of Labor & Industries.

1.12 PERFORMANCE (SURETY) BOND OR RETAINAGE

A 5-percent retainage bond of the total contract award must be provided in lieu of the City withholding five-percent retainage.

A performance bond in the amount of 25-percent of the total contract award is required. The contractor shall provide a retainage bond and performance bond with the submitted contract documents, signed within ten (10) business days of receipt. Said bonds shall be kept current at all time during the contract period.

1.11 CONTRACT TERM & PRICE ADJUSTMENTS

The City intends the contract to be for a period of two (2) years service from date of award. Requests for escalation are limited to the percentage escalation of Washington Prevailing Wage Rates when changes to the rates are posted by the Washington State Department of Labor and Industries.

- A. For the first 12 months of the project, prevailing Wage rates will be based on the Prevailing Wage in force at the time of the award of the contract and will service as a base for any requested price adjustment.
- B. Price escalation may be allowed on all hourly rate figures for each year of the contract periods as listed in the proposal after the initial 12 month contract period.
- C. Contractor will be required to submit all proposed price escalation/de-escalation in writing to: Joe Parris, City of Tacoma Purchasing Division, P.O. Box 1107, Tacoma WA 98411-0007 30 days prior to each 12 month contract period anniversary.
- D. Any proposed adjustment in price must be beyond the control of the contractor and supported by written documentation due to changes in the prevailing wage rates for King, Lewis, Mason, Pierce, Grays Harbor or Thurston Counties for the appropriate positions. Hourly costs will be only increased at the same percentage increase as the prevailing wage rates for that position and only when requested in writing by the contractor. Initial prices shall be firm based on the prevailing rates listed in this specification until rates are changed.
- E. In the event that the city and the contractor cannot agree on an adjustment request, the City may terminate the contract.

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

1.1 ADMINISTRATION

A. AUTHORITY

The City inspector, engineer, and/or project lead in coordination with the contractor shall make all measurements and determine all quantities and amounts of work done for payments under the contract. Should a specific project extend past 30 days, progress payments may be made to the contractor with prior written approval of the requesting Department. The project engineer/project lead shall make an estimate of the work completed or done by the contractor. The engineers/project lead determination of progress payments shall be conclusive.

B. BILLING PLAN

Each abatement project shall have a work request filled out by the contractor. (See Appendix No. A attached) The total price of the work shall be as shown on the work request. The only addition of costs shall be the difference between estimated costs for material and actual costs of materials purchased using the cost plus bid item, estimated costs for permits and the actual costs of permits, and change orders approved in writing due to a change in the scope of work. Once a job is complete, the contractor shall submit a one-time invoice. All receipts for items to be reimbursed under the cost plus bid item shall be attached to the invoice before payment will be approved.

Unless otherwise specifically requested by the requesting department, invoices shall be mailed to:

Accounts Payable
City of Tacoma
P.O. Box 1717
Tacoma, WA 98401-1717

Waste shipment records and any clearance sample reports must be received prior to payment for each project. (see Section 01550 1.4 SUBMITTALS, F.)

C. 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.

The City reserves the right to increase, decrease or delete those quantities of any bid item without being responsible to the contractor for anticipated profits. The only moneys due the contractor for deleted work would be for equipment already rented.

D. CONTRACT PRICE

The unit price and hourly cost for an abatement worker shall include overhead profit, vehicle, standard tools, as well as the cost of administration. Contractor shall list standard tools they possess and include list with their bid. The unit bid price "abatement worker" hourly cost will be for time logged in on-site at Project Office, as applicable, to time logged out. When the abatement worker is on premises for a full day's work, a 30-minute lunch period will be assumed in lieu of signing in and out for lunch break. The contract price is an estimate of anticipated work. Actual payments will be based on actual work completed.

A per diem rate is listed for work at Cowlitz, Cushman, Nisqually, Wynoochee Hydro Projects or Tacoma Water Headworks and will be per abatement working crew and will include all costs associated with driving to and from site. Once at site and beginning with initial time of performance, payment for abatement worker's time will be by hourly basis as listed in the proposal. With prior approval of the City, recreation vehicles may be stored on the above sites if requested by the contractor in advance for the term of a project only.

All invoices shall include each proposal item; work performed during the previous two (2) week period, total contract amount for each proposal item and City accounting for the project. Separate accounts may be issued if abatement worker is working on more than one project concurrently.

1.2 PROPOSAL ITEMS

1. ON-SITE MAN HOUR FOR ASBESTOS ABATEMENT WORKER

The work under this bid item will be measured by the man hour (HR) and includes all labor, materials and equipment required to provide asbestos abatement worker as required by state and local regulations and when approved by the engineer.

A man hour estimate will be made and approved prior to starting work. Once a man hour estimate is made, the work shall be completed not to exceed that amount unless approved by the engineer. Final costs will be based on actual man hours used. Equipment used and demolition and disposal costs with this bid item shall be furnished by the contractor using the mark-up bid item.

Measurement will be by the man hour (HR) and payment will be made for the man hour (HR) and shall be full compensation for all costs associated with this bid item including furnishing asbestos abatement worker as required per state and local regulations.

2. ON-SITE MAN HOUR FOR ASBESTOS ABATEMENT SUPERVISOR

The work under this bid item will be measured by the man hour (HR) and includes all labor, materials and equipment required to provide asbestos abatement supervisor as required by state and local regulations and when approved by the engineer.

A man hour estimate will be made and approved prior to starting work. Once a man hour estimate is made, the work shall be completed not to exceed that amount unless approved by the engineer. Final costs will be based on actual man hours used. Equipment used and demolition and disposal costs with this bid item shall be furnished by the contractor using the mark-up bid item.

Measurement will be by the man hour (HR) and payment will be made for the man hour (HR) and shall be full compensation for all costs associated with this bid item including furnishing lead abatement worker as required per state and local regulations.

3. ON-SITE MAN HOUR FOR ASBESTOS ABATEMENT WORKER (1-1/2 REGULAR TIME)

The work under this bid item will be measured by the man hour (HR) and includes all labor, materials and equipment required to provide asbestos abatement worker (1-1/2 Regular Time) as required by state and local regulations and when approved by the engineer.

A man hour estimate will be made and approved prior to starting work. Once a man hour estimate is made, the work shall be completed for that amount. Equipment used and demolition and disposal costs with this bid item shall be furnished by the contractor using the mark-up bid item.

Measurement will be by the man hour (HR) and payment will be made for the man hour (HR) and shall be full compensation for all costs associated with this bid item including furnishing asbestos abatement worker as required per state and local regulations.

4. ON-SITE MAN HOUR FOR ASBESTOS ABATEMENT SUPERVISOR (1-1/2 REGULAR TIME)

The work under this bid item will be measured by the man hour (HR) and includes all labor, materials and equipment required to provide asbestos abatement supervisor (1-1/2 Regular Time) as required by state and local regulations and when approved by the engineer.

A man hour estimate will be made and approved prior to starting work. Once a man hour estimate is made, the work shall be completed for that amount. Equipment used and demolition and disposal costs with this bid item shall be furnished by the contractor using the mark-up bid item.

Measurement and payment will be by the man hour (HR) and payment will be made for the man hour (HR) and shall be full compensation for all costs associated with this bid item including furnishing lead abatement worker as required per state and local regulations.

5. MOBILIZATION/DEMOBILIZATION AT UTILITIES SERVICE AREA (IN-TOWN)

The work under this bid item will include all labor, materials and equipment and travel costs required to mobilize/demobilize for one (1) asbestos and/or lead abatement project. Mobilization and demobilization together will be one (1) bid item. Measurement shall be per each (EA) individual abatement project request made for mobilization/demobilization to the Utilities Service Area (In-Town).

Payment will be per each (EA) individual abatement project request made for mobilization/demobilization. Mobilization/Demobilization to the Utilities Service Area (In-Town) shall be full compensation for all costs associated with this bid item as listed in the proposal.

6., 7., 8.,9.,10. MOBILIZATION/DEMobilIZATION TO COWLITZ, CUSHMAN, WYNOOCHEE, NISQUALLY HYDRO PROJECTS OR TACOMA WATER HEADWORKS

The work under this bid item will include all labor, materials and equipment and travel costs required to mobilize/demobilize for one (1) asbestos and/or lead abatement request to the project site. Mobilization and demobilization together will be one (1) bid item. Measurement will be per each (EA) different job request for abatement made for mobilization/demobilization to the Cowlitz, Cushman, Wynoochee, Nisqually Hydro Projects or Tacoma Water Headworks.

Mobilization also includes the initial visit to the job site including agreeing on the scope of work, equipment and personnel required and safety concerns. The certified abatement personnel are required on the mobilization visit unless specifically agreed to be absent by the engineer.

Payment will be per each (EA) abatement job request as directed by the engineer and shall be full compensation for all costs associated with this bid item as listed in the proposal.

11., 12., 13., 14., 15 PER DIEM FOR COWLITZ, CUSHMAN, NISQUALLY PROJECTS, OR WYNOOCHEE HYDRO PROJECTS AND TACOMA WATER HEADWORKS

Measurement for per diem shall be measured per each (EA) for each day the abatement personnel/staff reports to the site. Each certified abatement staff will be granted a per diem cost for each full day worked.

Payment will be made at the unit price bid as listed in the proposal.

16. SPECIAL EQUIPMENT RENTAL AT MARK-UP

The work under this bid item will include providing all equipment required to support other bid items as stated herein. Cost plus equipment will only be applicable to that bid item when so stated in the bid item description. Cost plus a percentage for equipment furnished under this bid item shall include all coordination, transportation, man hours and equipment research needed to identify equipment types, and processing all invoices to the City for payment. This item will also be used for disposal costs or other items not specifically called out under a separate bid item.

Measurement and payment will be by the cost of the equipment plus a stated percent mark-up and payment shall be full compensation for all costs associated with this bid item as listed in the proposal. The contractor must provide supporting documentation or actual invoices when submitting equipment for payment

17. 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 to the force account remaining available.

“Force Account,” as listed in the proposal

1.3 FORCE ACCOUNT WORK

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

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

1.4 NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS OR WORK

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

END OF SECTION

SECTION 01040 - PROJECT COORDINATION

1.1 PROJECT ENGINEER/LEAD

Construction management for this project, with whom the contractor shall coordinate all their activities, will be assigned at the pre-construction meeting. There will be individual managers for Tacoma Power, Public Works Facilities Management, Solid Waste Management, Building and Land Use Services (BLUS), and HR Safety once the notice to commence work is issued. Any changes to these specifications or plans shall be approved by the contract administrator prior to commencing any work.

Bidder inquiries, regarding technical specifications, may be directed to Rick Cole, at 253-502-8558 or rcole@cityoftacoma.org. For general purchasing provisions, contact Joe Parris, Purchasing, at 253-502-8103 or jparris@cityoftacoma.org.

1.2 MEETINGS

A. PRE-BID MEETING

A pre-bid meeting will not be held, however questions from prospective bidders may be submitted in writing via e-mail by 1:00 P.M. PT, Thursday, April 23, 2015, to jparris@cityoftacoma.org.

Responsibility of the delivery of questions shall be wholly upon the bidder. The City of Tacoma will not be responsible for unsuccessful submittals. No further written questions will be accepted after this date and time.

Answers to all questions will be posted on the Purchasing website at www.tacomapurchasing.org on or about Tuesday, April 28, 2015. The answers to the questions will not be considered an addendum.

Please call the Contract Compliance Office at 253-591-5825 for instructions in filling out the forms or for questions concerning the SBE or LEAP Programs.

B. PRE-CONSTRUCTION MEETING

Following award of the contract, the contract administrator will notify the selected bidder(s) of the time and date of the pre-construction meeting to be held at Tacoma Public Utilities Administration Building, 3628 South 35th Street, Tacoma, Washington.

This meeting will be conducted to review specific scope of work, method of abatement procedures and billing requirements.

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 contract administrator 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 become part of the project file.

C. SITE MEETINGS

The various sections will schedule meetings on an as-needed basis during the contract period. Attendance is required of the contractor, site superintendent and major subcontractors at all such meetings. The engineer and/or project lead will discuss the need for site meetings with the contractor during the pre-construction meeting. Agenda will follow the same format as the pre-construction conference for applicable items.

Minutes of any 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.

D. PERFORMANCE REVIEWS

At the determination of the contract administrator the contractor(s) is required to attend a review of their performance under this contract at no less than each 6 month contract period. The contractor will be notified of the time and location of the meeting. Each user department will complete the Contractor Performance Review form contained in this specification and will be reviewed with the contractor(s). In addition to Section 2 paragraph 2.10 of the General Provisions, the City reserves the right to terminate the contract if the contractor receives unacceptable reviews and/or fails to comply with the requirements of this specification. The City will be the sole judge of the contractor's ability to meet the requirements of this paragraph.

1.3 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.

The contractor shall also be responsible to minimize disruptions to building occupants during working hours 6:30 a.m. to 6:00 p.m., Monday through Friday.

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

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

- A. City will continue occupancy during all work
- B. Contractor shall comply with all security and access control requirements

1.5 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)**.

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, he 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, less than seven (7) days from receipt of said Directive. Should no Change Order Proposal be received by the City within seven (7) days, such claim for extra cost or time shall be presumed to be dropped. Directives are numbered by the City.

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.

1.6 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 Provisions.

The contractor shall promptly, and before conditions are disturbed, notify the engineer or his/her 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 and/or project lead 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/Lead 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.

END OF SECTION

CHANGE ORDER PROPOSAL (COP)

Project Name: _____ Date: _____

Specification No: _____ Contract No. _____ COP No. _____
(Numbered By Contractor)

Contractor Name: _____ Ref No. _____
(Prop Request or Eng Change Dir.)

TITLE:

Scope of Change Order/Work: _____ (Attach City Proposal Request when applicable)

Sketch Attached Drawing Attached Additional Pages Attached

Cost/Credit \$ _____

Time Extension Request _____

Submitted by: _____
Contractor

The change order includes all contractor(s) labor, material, overhead, profit and all direct and/or indirect costs associated with the change in the scope of work.

Approved Disapproved Resubmit

Comment:

_____ Date _____
City or TPU Section

Prior to any extra work or within seven (7) days of discovery of any claim, the contractor shall submit a written proposal for changes in the scope of work and/or contract amount using this **Change Order Proposal**.

ENGINEERING CHANGE DIRECTIVE (ECD)

ECD NO:

(Numbered By City)

Date: _____

Project Title: _____

Contract No. _____

Specification No: _____

Contractor Name _____

Ref. No: _____

(RFI, etc.)

TITLE:

You are directed to make the following modification(s) in the scope of work of this contract.

Sketch Attached Drawing Attached Additional Pages Included

This document becomes effective upon receipt by the contractor, with signature of a representative of the City. The contractor shall then commence with the modification(s) listed above. Signature by the contractor signifies agreement that the proposed modifications will not, may, or will result in a claim for changes in contract sum or time.

Signed By: _____ Signed By: _____

City or TPU Section

Date

Contractor (Check Box Below)

Date

This construction change directive: will not; may; will; result in a claim supported by filing of a **Change Order Proposal** prior to any extra work, but not later than seven (7) days.

REQUEST FOR INFORMATION (RFI)

(Form Used By Contractor To Clarify Work Directed By City OR
By City When Information Needed From Contractor/Contract)

Date: _____

RFI NO:

(Numbered By Contractor)

Project Title: _____

Specification No: _____

Ref. No: _____

(If Available, ECD, etc.)

ARCHITECT:

OWNER:

City or TPU Section
3628 South 35th Street
Tacoma WA 98409

CONTRACTOR:

SUBJECT:

Architectural Civil Structural Mechanical Electrical Other

Request/Recommended Solution: _____

<input type="checkbox"/> Attachments	Date Required For Response: _____	Initiated By: (Name) _____
		(General Contractor) _____

Response: _____

<input type="checkbox"/> Attachments	Response Date: _____	Response By: (Name) _____
<i>NOTE: Prior to any extra work or within seven (7) days of discovery of any claim, the contractor shall submit a written proposal for changes in the Scope of Work and/or contract amount using the Change Order Proposal.</i>		(Firm) _____

City Approval:

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

Reviewed By: _____ Date: _____

Project Engineer

Copies: Owner Consultants File _____ _____

PROPOSAL REQUEST (PR)

Project Name: _____ Date: _____

Specification No: _____ Contract No. _____ Proposal Request No. _____
(Numbered By City)

Contractor Name: _____ Ref. No. _____
(If Applicable)

Please submit a breakdown of the proposed costs for modification(s) to the contract sum and/or contract time associated with the proposed changes in the scope of work and to the contract documents described below.

This is not a change order or a notice to proceed with the work described below.

TITLE: _____

Description of proposed changes:

Sketch Attached Drawing Attached Additional Pages Attached

Submitted by: _____ Information Provided by: _____

City or TPU Section Contractor

Date Date

The proposal shall include all contractor(s) labor, material, overhead, profit and all direct and/or indirect costs associated with the change in scope of work.

SECTION 01300 - SUBMITTALS AND SHOP DRAWINGS

1.1 SUBMITTALS REQUIRED WITH BID

In addition to the items listed in the Bidders Checklist, the contractor 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) successful projects of similar scope, complexity, and overall cost, over the past 5 years. A detailed list of comparable projects with current list of contacts shall be submitted with the bids.
- B. A minimum of two documented years experience in construction supervision by superintendent. Bidders shall submit a resume of named superintendent or primary contact with their bids.
- C. The contractor shall supply a copy of their lead abatement program, management policies and procedures to the City with their bid submittal.
- D. Bidders shall state their ability to respond to emergency requests on short notice.

1.2 DOCUMENTS REQUIRED AT PRECONSTRUCTION CONFERENCE

- A. Work Hazard Analysis Report
- B. Current List of Subcontractors
- C. Name of Job Superintendent
- D. List of Number of Workers, Equipment List (such as negative air machines, decontamination facilities, disposable clothing, respirators, polyethylene sheeting, water filters, etc.) and Working Site Layout or Requirements.
- E. A detailed plan describing the procedures proposed for use in complying with the requirements of the project specifications. The plan shall include the location and layout of decontamination areas, the sequencing of asbestos work and methods to be used to assure the safety of building occupants, workers, and visitors to the site. The plan shall also include methods for controlling visible emissions in the work area and the containerization of asbestos/lead debris
- F. Documentation that the contractor is currently licensed by the State of Washington for asbestos abatement. **NOTE:** License documentation is mandatory prior to beginning any work and shall remain in effect at all times while performing abatement work for the City of Tacoma. If at anytime this certification should lapse the contractor must notify the City of Tacoma in writing within 5 business days.
- G. Certificates of asbestos/worker/supervisor for each employee of the contractor who will be on-site. All asbestos abatement workers and supervisors performing work on City of Tacoma properties must maintain their asbestos certifications.
- H. All employees actually performing work shall have current certificates/cards and shall be provided by the contractor prior to the commencement of each project.
- I. Documentation of respirator training and fit testing for each employee of the contractor who will be on the site. Fit test documentation shall be > or = to 12 months old at the end of the project.
- J. A listing of authorized personnel to be granted access to work area.

- K. The names and numbers of person(s) to be contacted on behalf of the contractor in case of emergency.
- L. Material Safety Data Sheets (MSDS) for all chemicals that will be used or that will be present at the job site.
- M. List of certified landfills and laboratories the contractor shall use. The contractor shall use laboratories for analysis of bulk and air samples that are currently qualified and participating in a nationally recognized testing program such as NVLAP of the NIST or an equivalent Round Robin tes testing program.

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.

1.2 INSPECTION, TESTING AND CERTIFICATION

A. INSPECTION

Construction inspection for the City will be performed by the engineer and/or project lead from the various departments or others as the City may designate and as the construction situation may dictate. The City inspector will be responsible for insuring that the contractor is complying with the contract plans and specifications.

END OF SECTION

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.1 UTILITIES

A. ELECTRIC SERVICE

Where available the City will furnish without charge to the contractor 120 volt single phase power at the project sites or at a location specified by the engineer for the contractor's use. The contractor will furnish and maintain all necessary extension cords and adapters in accordance with the applicable rules and regulations. No metering will be required.

B. TELEPHONE SERVICE

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

C. WATER

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

D. SANITARY FACILITIES

Public rest rooms may be available at the project site or the contractor can use the rest rooms available at the project site. Coordinate use of these rest rooms with the project manager to ensure they are kept clean. Should the contractor fail to maintain the rest rooms, the contractor will be required to furnish sanicans at their own expense.

In the absence of public rest rooms at the project site, housing shall be provided by the contractor for the sanitary necessities of all persons employed on each project; beginning with the first person employed and shall be the chemical type. The Sainitation Laws of the State of Washington and any applicable county/city shall be complied with.

1.2 SECURITY AND ACCESS

The contractor shall follow all requirements of City of Tacoma, Department of Public Utilities, and Tacoma Power's security program(s).

END OF SECTION

SECTION 01550 - ASBESTOS REMOVAL

PART 1 GENERAL

1.1 SECTION INCLUDES

This work in this section includes all work that will require disturbance and/or complete removal of asbestos-bearing materials.

1.2 TEST RESULTS

The City of Tacoma will provide a good faith asbestos survey of materials that are anticipated to be impacted by the abatement project. Should any suspect material be encountered that has not been tested the abatement contractor should notify the City of Tacoma contact and the City will advise the contractor on whether this material is to be removed or not

1.3 CODES, LAWS AND REGULATIONS

All laws, codes and regulations shall be followed for disturbance and/or removal of asbestos, including, but not limited to the following:

- A. Washington State Department of Labor and Industries (Worker Training) WAC 296-65.
- B. Shall comply with all regulations of Labor & Industries and the applicable clean air agency.
- C. Abide by L&I and Clean Air Agency regulations in the removal and handling of ACM. They agree to use time proven practices such as wet methods, negative air machines, HEPA vacuums, personal protective equipment, change areas and any other controls or work practices to minimize the emission of asbestos fibers and/or debris into or onto City of Tacoma properties.
- D. Environmental Protection Agency (EPA) - Title 40 Code Federal Regulations (CFR), Parts 61.20-61.25, Subparts A and B, National Emission Standard for Asbestos, Asbestos Stripping Work Practices and Disposal of Asbestos Stripping Work Practices and Disposal of Asbestos Work.
- E. Occupational Safety and Health Administration (OSHA) Regulation 1910.1001, Asbestos, Title 29 CFR, and in particular 1910.1001(f), Monitoring, and Subpart 1, Personal Protective Equipment.
- F. Washington Industrial Safety and Health Administration (WISHA) Regulation WAC 296-62 and subsection 296-62-77, Asbestos.
- G. American National Standards Institute (ANSI) Standard Z88.1-1969 "American National Standards Practice Respirator Protection", latest edition, and ANSI Standard 29.2, "Certification of Compliance for Asbestos Removal Equipment"
- H. Pierce County Department of Health, all current regulations.
- I. International Building Code (IBC), current regulations as applicable.
- J. National Institute for Occupational Safety and Health (NIOSH), 30 CFR, Part II, Respirators.
- K. Regulations Issued by the Washington State Department of Ecology.
- L. Washington State Labor and Industries Respirator Rules.

1.4 SUBMITTALS

Prior to beginning work for each project the contractor shall submit the following items to the engineer and/or project lead:

- A. A site-specific asbestos and/or lead abatement plan a minimum of ten (10) days prior to any work being performed including copies of permits and notifications
- B. If required by the department a drawing on 22-inch by 34-inch vellum showing exact locations of asbestos-bearing materials prior to disturbing any asbestos shall be provided. This drawing shall note action to be taken by the contractor at all locations where asbestos is to be disturbed and/or removed.
- B. Planned, detailed course of action for asbestos and lead paint removal.
- C. Schedule of asbestos and lead paint removal.
- D. Contingency plans for any additional asbestos or lead containing materials uncovered during removal, renovation or demolition.
- E. Contractor shall submit all L&I notifications and Clean Air Agency permits for City of Tacoma projects to the City of Tacoma Safety Office prior to starting work. These may be submitted by mail, e-mail or fax to:

Rick Cole, 253-502-8558, fax 253-502-8380, rcole@cityoftacoma.org.
or mail to Tacoma Public Utilities, HR Safety, 3628 South 35th Street, Tacoma WA 98409

F. The following documents shall be submitted at the conclusion of each project. All documentation must be received prior to any payments being made.

1. Copies of all waste shipment records for City of Tacoma projects, signed by the owner or operator of the disposal site within 30 calendar days of the date the waste was accepted by the initial transporter.

Rick Cole, 253-502-8558, fax 253-502-8380, rcole@cityoftacoma.org or
Tacoma Public Utilities, HR Safety, 3628 South 35th Street, Tacoma WA 98409

2. Provide acceptable clearance sample reports upon the completion of any indoor abatement projects to the City of Tacoma Risk Management department. Copies may be sent by mail, e-mail or fax to:

Rick Cole, 253-502-8558, fax 253-502-8380, rcole@cityoftacoma.org or
Tacoma Public Utilities, HR Safety, 3628 South 35th Street, Tacoma WA 98409

PART 2 PRODUCTS

THIS SECTION NOT USED

PART 3 EXECUTION

3.1 GENERAL

- A. All asbestos work shall be performed by workers certified by Washington State Department of Labor and Industries as having successfully completed a state approved training course, conforming to Chapter 59.26 RCW.
- B. The contractor shall follow all requirements of the above codes and regulations to protect all people who may enter the area during abatement.

- C. All requirements of the Pierce County Department of Health shall be followed at all times.
- D. All requirements of regulations issued by the Washington State Department of Ecology shall be followed at all times.
- E. The contractor shall furnish, and require use of, respiratory equipment and special protective clothing for employees exposed to asbestos-containing materials.
- F. The contractor shall remove, encapsulate, and dispose of all asbestos disturbed under this contract. All disposal of asbestos wastes shall be as described by the Puget Sound Clean Air Agency (PSCA).
- G. Contractor shall obtain and maintain all necessary permits for the life of this contract including, but not limited to, PSCA and Health Department permits.
- H. Contractor shall coordinate the project according to the submitted schedule and at the direction of the project engineer to avoid unnecessary impact on ongoing activities.

END OF SECTION

SECTION 01750 – LEAD AND OTHER HAZARDOUS MATERIAL REMOVAL

PART 1 GENERAL

1.1 SECTION INCLUDES

The work in this section shall include all work that will require disturbance and/or complete removal of lead-bearing or other hazardous materials. This section is to establish and implement procedures and practices to be used for the removal and disposal of lead based coatings and other hazardous materials. All waste removal, handling, and disposal shall follow WACs 296-62, 296-155, 173-303 and/or 173-304.

The City has performed an analysis with the aid of a consultant on a variety of areas on different items listed in the proposal. Test results are available upon request. It is expected that there may be additional locations, not accessible at time of inspection, which contain lead within the coatings. All lead and other hazardous material coatings found on the different items listed in the proposal, but not specifically detailed, shall be removed per the attached specifications. The cost of removal, storage, and disposal of the lead or other hazardous material shall be incidental to the specific proposal item.

All wastes generated from paint removal activities will be sampled by the contractor and analyzed for hazardous waste characteristics. Specifically analysis includes toxicity characteristic, leachability procedure (TCLP) for identified hazardous metals (Lead, chromium, and cadmium), and concentration of any hazardous chemicals used for paint stripping. Waste test reports and management/disposal procedures will be submitted to the project engineer for approval prior to removal of wastes from the site.

1.2 CODES, LAWS AND REGULATIONS

The following laws, codes and regulations shall be followed for removal of lead-based paints and other hazardous materials or wastes contained within coatings to be removed.

- 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
- C. Code of Federal Regulations Chapters 29 and 40.

1.3 SITE WORK

A. SIGNS FOR WORK AREA

Work areas shall be posted with visible signs for the presence of airborne lead or asbestos containing waste materials. The signs will be posted in areas that are outside of the work area and fall below permissible levels of airborne lead or other contaminants. Site signs shall follow WAC 296-155-17627 at a minimum.

PART 2 EXECUTION

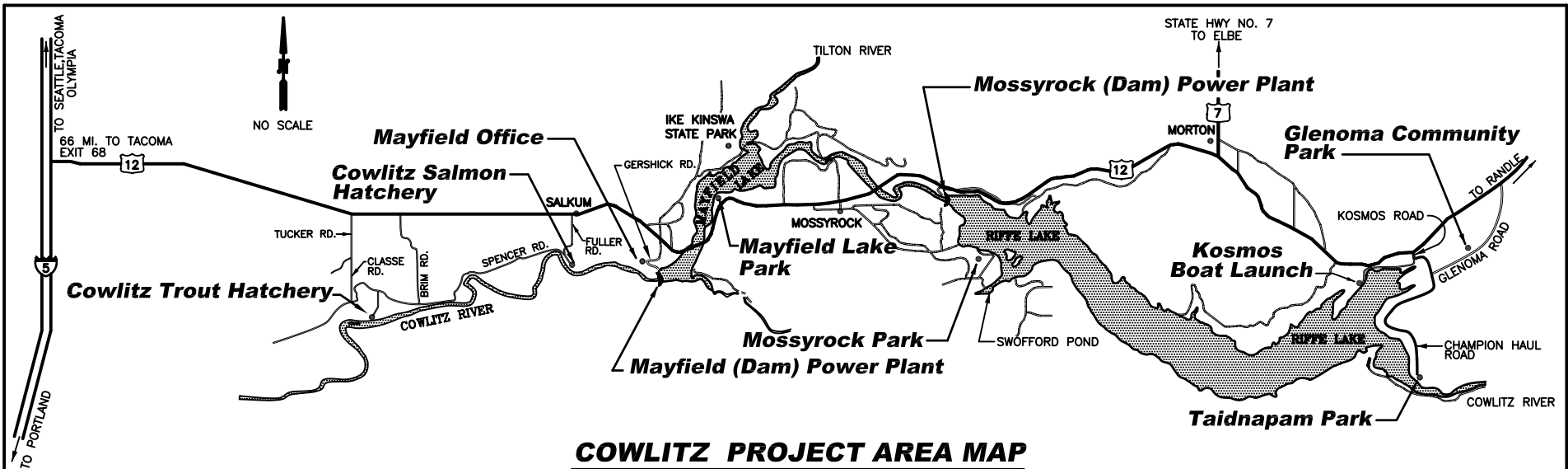
2.1 GENERAL

- A. The contractor shall perform a baseline study for each work area where hazardous materials will be disturbed. The contractor shall include all aspects of the environment local to the job site. The contractor shall submit a plan showing test locations and results to the engineer prior to commencement of work involving the disturbance of hazardous materials at the job site.

Upon completion of work, including demobilization, the contractor shall perform a post-baseline study and shall submit the study to the engineer/project lead. The City will not make final payment for work until the engineer has received and reviewed the post-baseline study.

- B. All lead and hazardous waste removal work shall be performed by workers that have completed training and are knowledgeable in the removal of lead and asbestos containing waste.
- C. The contractor shall follow all requirements of the above codes and regulations to protect all people who may enter the work area during lead or other asbestos containing waste.
- D. All requirements of the county departments of health shall be followed at all times.
- E. The contractor shall furnish and require use of respiratory equipment and special protective clothing for all employees exposed to airborne lead and asbestos containing waste.
- F. The contractor shall be responsible for the removal, encapsulation and disposal of all lead and other asbestos containing waste disturbed under this contract.

END OF SECTION



COWLITZ PROJECT AREA MAP

DIRECTIONS-

COWLITZ TROUT HATCHERY

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE 7 MI., TURN RIGHT ONTO TUCKER RD. (GROCERY STORE WILL BE ON THE LEFT). FOLLOW TUCKER RD. 1.5 MI., VEER LEFT ONTO CLASSE RD. AT "T" TURN LEFT ONTO SPENCER RD. FOLLOW SPENCER RD. 2 MI. AND TURN RIGHT ONTO COWLITZ GAME FISH HATCHERY DRIVEWAY. FOLLOW DRIVEWAY .75 MI. TO HATCHERY.

COWLITZ SALMON HATCHERY

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE 12 MI., TURN RIGHT ONTO FULLER RD. FOLLOW FULLER RD. TO "T". TURN LEFT AND TRAVEL 1.1 MI. CONTINUE DOWNHILL TO SALMON HATCHERY.

GLENOMA COMMUNITY PARK

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE APPROXIMATELY 40 MI. AND TAKE A RIGHT TURN ON KOSMOS ROAD AND FIRST LEFT ONTO IMPROVED DIRT ROAD (CHAMPION HAUL ROAD). FOLLOW CHAMPION HAUL ROAD APPROXIMATELY 3/4 MILE TO FIRST LEFT, GLENOMA ROAD. TRAVEL APPROXIMATELY 1/2 MILE TO PARK.

KOSMOS BOAT LAUNCH

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE APPROXIMATELY 40 MI. AND TAKE A RIGHT TURN ON KOSMOS ROAD AND FOLLOW SIGNS TO THE BOAT LAUNCH.

MAYFIELD LAKE PARK

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE EAST APPROXIMATELY 19 MI., TURN LEFT ONTO BEACH ROAD (APRX. 1 MILE PAST MAYFIELD LAKE BRIDGE). TRAVEL 1/2 MILE TO PARK.

MAYFIELD OFFICE BUILDING, DAM & POWERHOUSE

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE 14 MI., TURN RIGHT JUST BEFORE SMALL STORE ONTO GERSHICK RD. FOLLOW GERSHICK RD. TO CYCLONE FENCE/GATE. PASS THROUGH GATE AND FOLLOW ONE-LANE ROAD TO MAYFIELD OFFICE ON THE LEFT. TO REACH THE POWERHOUSE, CONTINUE DOWN HILL TO THE END OF THE ROAD.

MOSSYROCK PARK

MOSSYROCK PARK IS LOCATED ABOUT 90 MILES SOUTH OF TACOMA IN LEWIS COUNTY NEAR THE TOWN OF MOSSYROCK. FROM TACOMA TAKE I-5 SOUTH TO STATE ROUTE 12 (EXIT 68 "MORTON"). TURN LEFT EASTBOUND ON STATE ROUTE 12 FOR APPROXIMATELY 21 MILES. TURN RIGHT ON WILLIAMS STREET (FLASHING YELLOW LIGHT). CONTINUE ON WILLIAMS STREET TO THE TOWN OF MOSSYROCK. WHEN YOU REACH THE "T", TURN LEFT ONTO EAST STATE STREET AND GO FOR 3 MILES TO MOSSYROCK PARK ENTRANCE.

MOSSYROCK POWERHOUSE

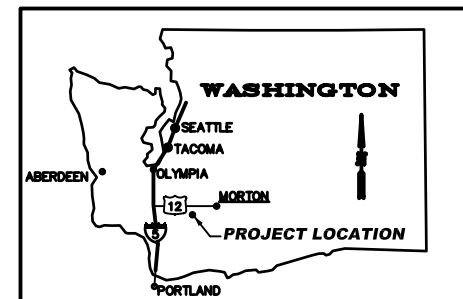
FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE APPROXIMATELY 21 MI. TO WILLIAMS ST. (FLASHING YELLOW CAUTION LIGHT) AND TURN RIGHT. CONTINUE ON WILLIAMS ST. FOR 0.4 MILE TO STATE STREET. TURN LEFT (EAST) ON EAST STATE ST. FOR 2.9 MILES TO YOUNG ROAD. TURN LEFT (NORTH) ON YOUNG ROAD AND FOLLOW YOUNG ROAD FOR .9 MILE AND TURN RIGHT AT MOSSYROCK DAM VIEW POINT SIGN. GO .5 MILE AND TURN LEFT ON DAM ACCESS ROAD GO 1.3 MILES TO DAM/POWERHOUSE.

TAIDNAPAM PARK

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE APPROXIMATELY 40 MI. AND TAKE A RIGHT TURN ON KOSMOS ROAD AND FIRST LEFT ONTO IMPROVED DIRT ROAD (CHAMPION HAUL ROAD). FOLLOW CHAMPION HAUL ROAD APPROXIMATELY 4 MILES TO TAIDNAPAM PARK ENTRANCE.



Cowlitz River Project
T A C O M A P O W E R



NISQUALLY PROJECT AREA MAP

DIRECTIONS-

PROJECT OFFICE
LAGRANDE DAM AND
POWERHOUSE

FROM TACOMA AREA DRIVE SOUTH ON I-5 TO STATE HWY. 512 EAST AND FOLLOW FOR 2.1 MILES TO PACIFIC AVE./MT. RANIER EXIT. TURN RIGHT ON PACIFIC AVE. (HWY. 7) AND CONTINUE SOUTH 5.1 MILES PAST THE "ROY Y". CONTINUE ON HWY. 7 FOR 21.1 MILES AND TURN RIGHT INTO DRIVEWAY OF LAGRANDE HYDROELECTRIC PLANT, AND PROJECT OFFICE.

FROM TACOMA AREA DRIVE SOUTH ON I-5 TO STATE HWY. 512 EAST AND FOLLOW FOR 2.1 MILES TO PACIFIC AVE./MT. RANIER EXIT. TURN RIGHT ON PACIFIC AVE. (HWY. 7) AND CONTINUE SOUTH 5.1 MILES PAST THE "ROY Y". CONTINUE ON HWY. 7 FOR 26 MILES AND TURN RIGHT ON ALDER LAKE DAM ROAD EAST. CONTINUE TO ALDER LAKE PARK AND ALDER DAM. TRAVEL 2 MILES PAST ALDER LAKE CAMPGROUND ON HWY. 7 TO SUNNY BEACH POINT ON THE RIGHT AND 5 MILES PAST SUNNY BEACH POINT TO ROCKY POINT CAMPGROUND ON THE RIGHT.

PROJECT OFFICE

LaGRANDE DAM

ALDER LAKE PARK
ALDER DAM
ALDER POWERHOUSE
SUNNY BEACH POINT
ROCKY POINT CAMPGROUND

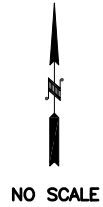
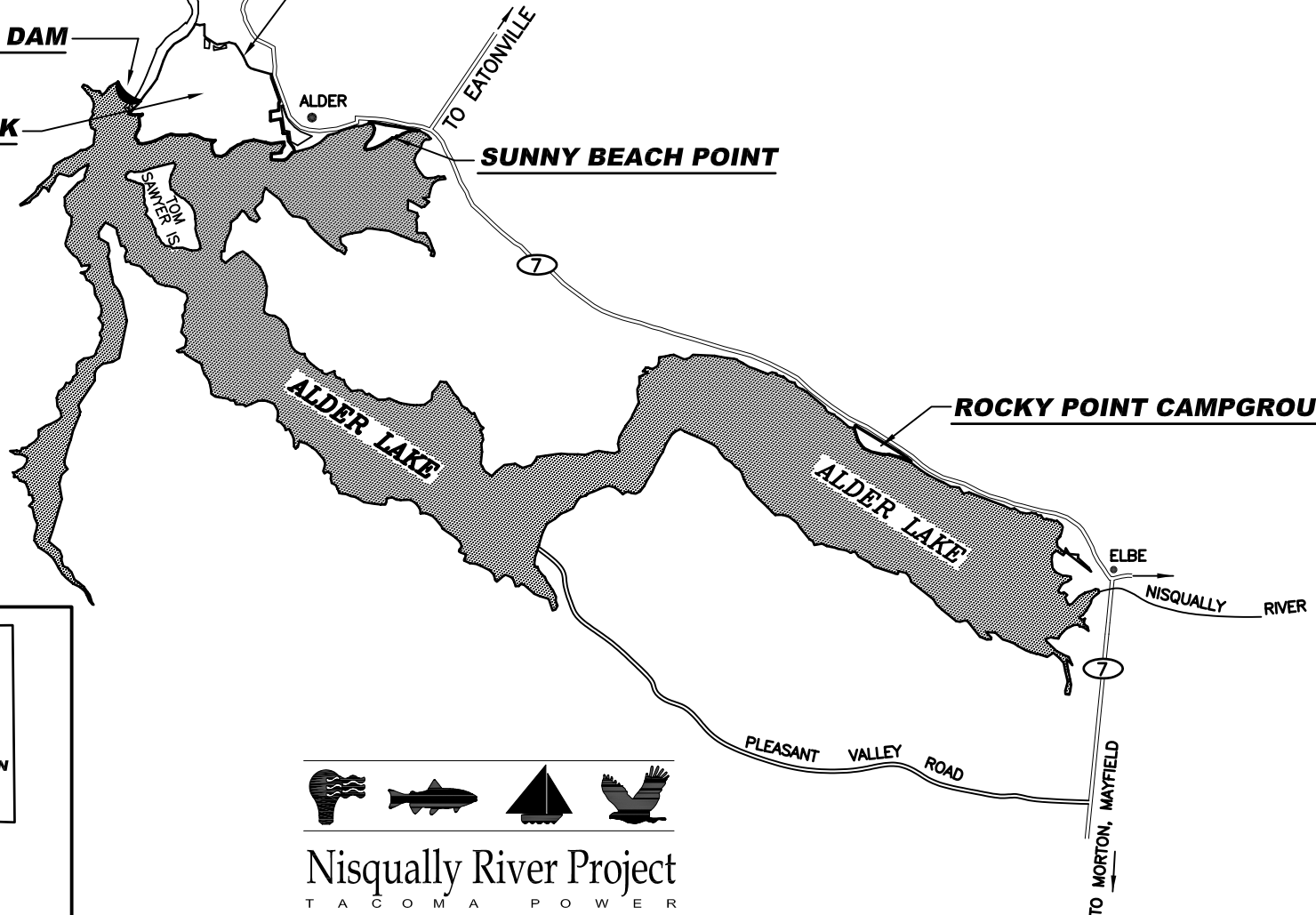
TO ALDER POWERHOUSE

ALDER DAM

ALDER LAKE PARK

SUNNY BEACH POINT

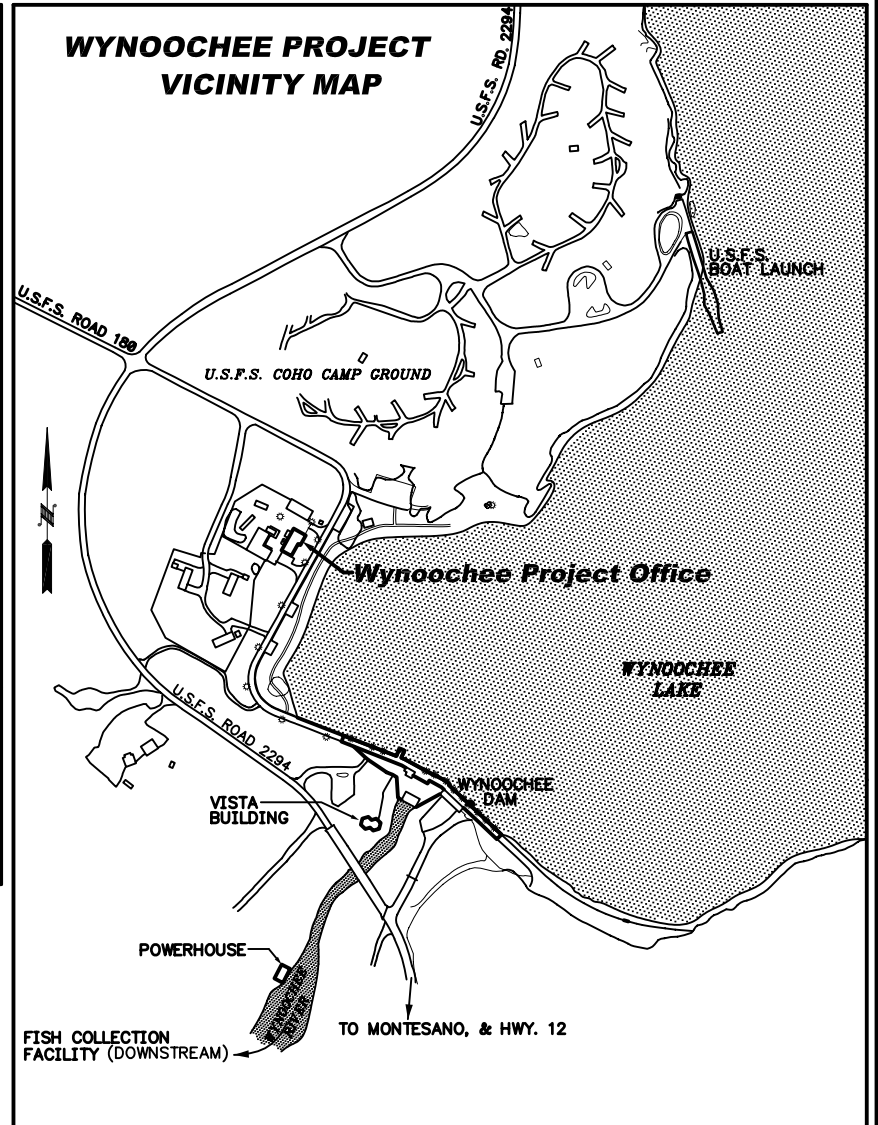
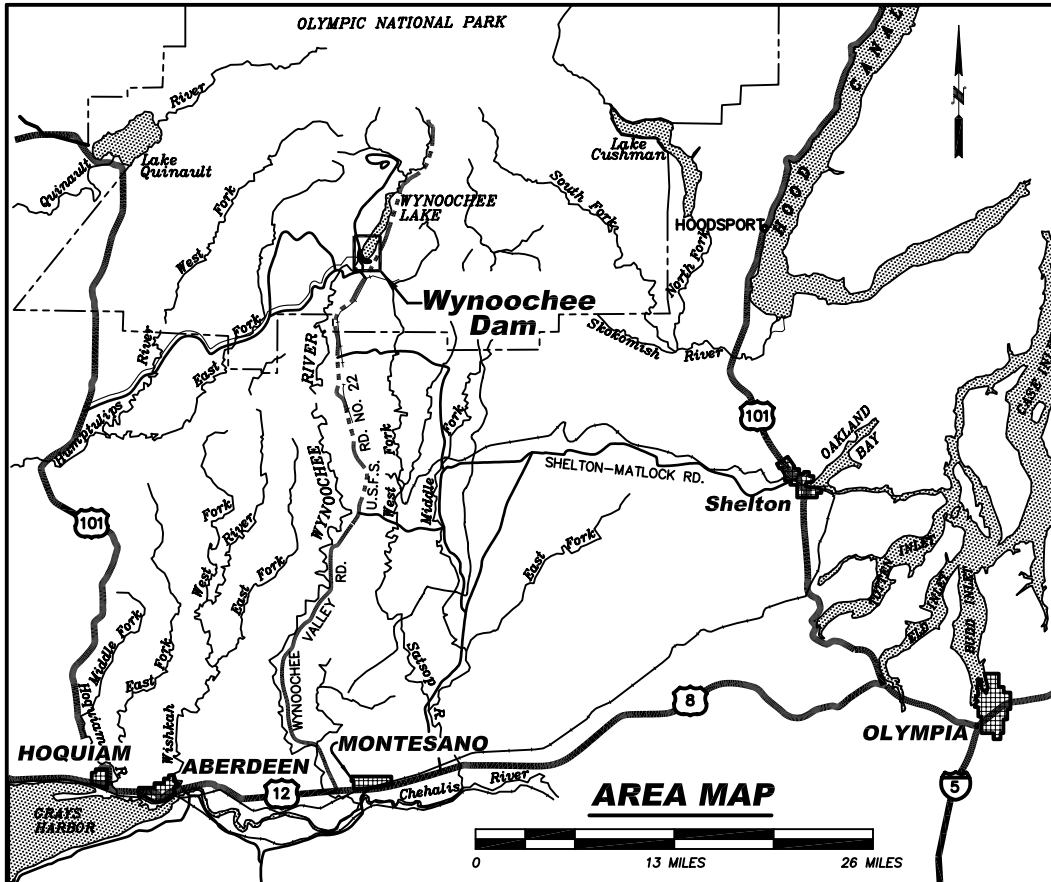
ROCKY POINT CAMPGROUND



STATE MAP

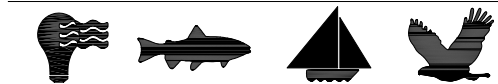


Nisqually River Project
T A C O M A P O W E R



DIRECTIONS

FROM TACOMA, TRAVEL SOUTH ON I-5 TO OLYMPIA. TAKE THE HWY. 8 (OCEAN BEACHES) EXIT AND TRAVEL WEST APPROXIMATELY 45 MILES (JUST PAST MONTESANO). TURN RIGHT AT THE DEVONSHIRE ROAD EXIT ONTO WYNOOCHEE VALLEY ROAD AND TRAVEL APPROXIMATELY 36 MILES TO THE WYNOOCHEE PROJECT.



Wynoochee River Project

T A C O M A P O W E R

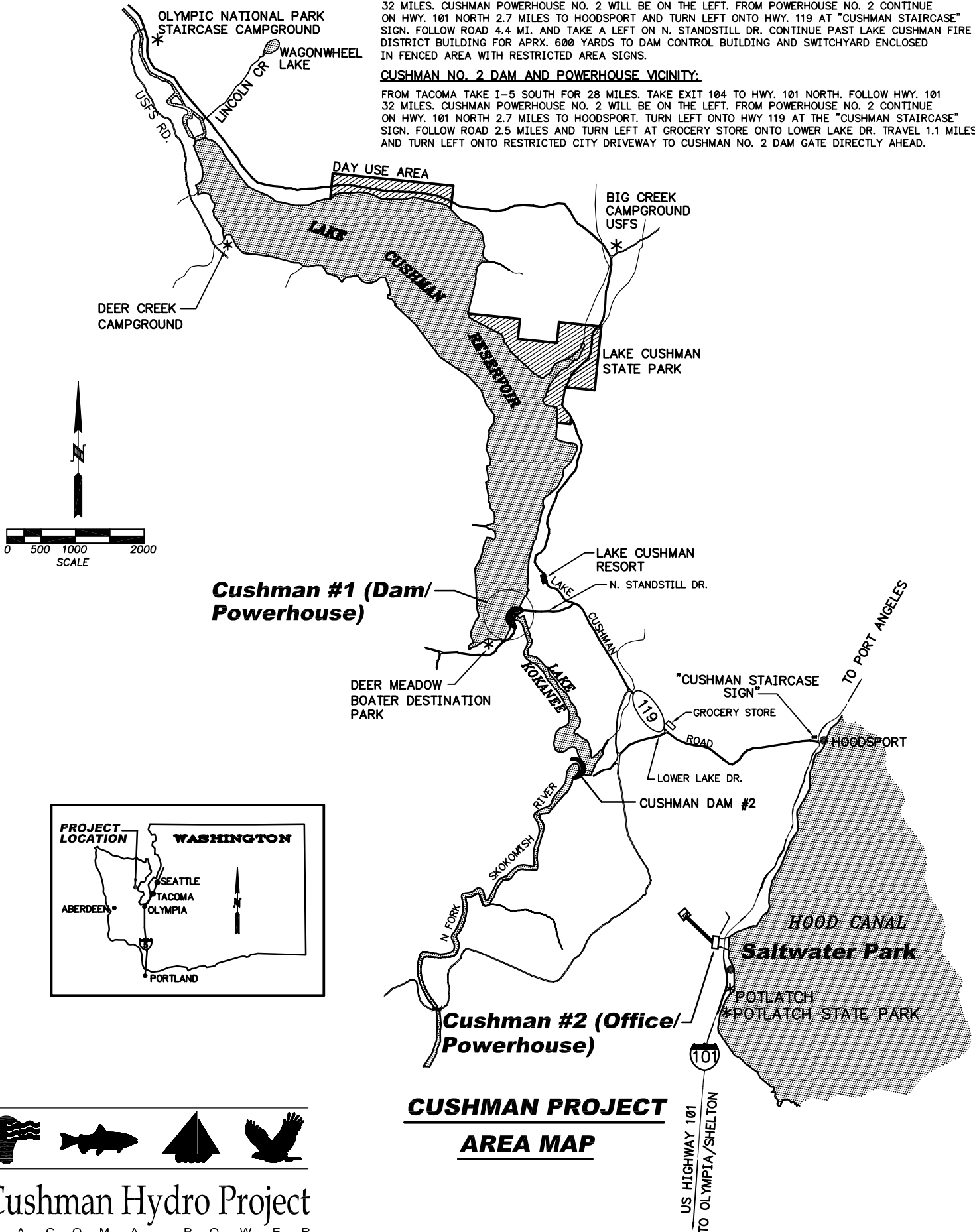
DIRECTIONS-

CUSHMAN NO. 1 DAM AND POWERHOUSE VICINITY:

FROM TACOMA TAKE I-5 SOUTH FOR 28 MILES. TAKE EXIT 104 TO HWY. 101 NORTH. FOLLOW HWY. 101 32 MILES. CUSHMAN POWERHOUSE NO. 2 WILL BE ON THE LEFT. FROM POWERHOUSE NO. 2 CONTINUE ON HWY. 101 NORTH 2.7 MILES TO HOODSPORT AND TURN LEFT ONTO HWY. 119 AT "CUSHMAN STAIRCASE" SIGN. FOLLOW ROAD 4.4 MI. AND TAKE A LEFT ON N. STANDSTILL DR. CONTINUE PAST LAKE CUSHMAN FIRE DISTRICT BUILDING FOR APRX. 600 YARDS TO DAM CONTROL BUILDING AND SWITCHYARD ENCLOSED IN FENCED AREA WITH RESTRICTED AREA SIGNS.

CUSHMAN NO. 2 DAM AND POWERHOUSE VICINITY:

FROM TACOMA TAKE I-5 SOUTH FOR 28 MILES. TAKE EXIT 104 TO HWY. 101 NORTH. FOLLOW HWY. 101 32 MILES. CUSHMAN POWERHOUSE NO. 2 WILL BE ON THE LEFT. FROM POWERHOUSE NO. 2 CONTINUE ON HWY. 101 NORTH 2.7 MILES TO HOODSPORT. TURN LEFT ONTO HWY 119 AT THE "CUSHMAN STAIRCASE" SIGN. FOLLOW ROAD 2.5 MILES AND TURN LEFT AT GROCERY STORE ONTO LOWER LAKE DR. TRAVEL 1.1 MILES AND TURN LEFT ONTO RESTRICTED CITY DRIVEWAY TO CUSHMAN NO. 2 DAM GATE DIRECTLY AHEAD.

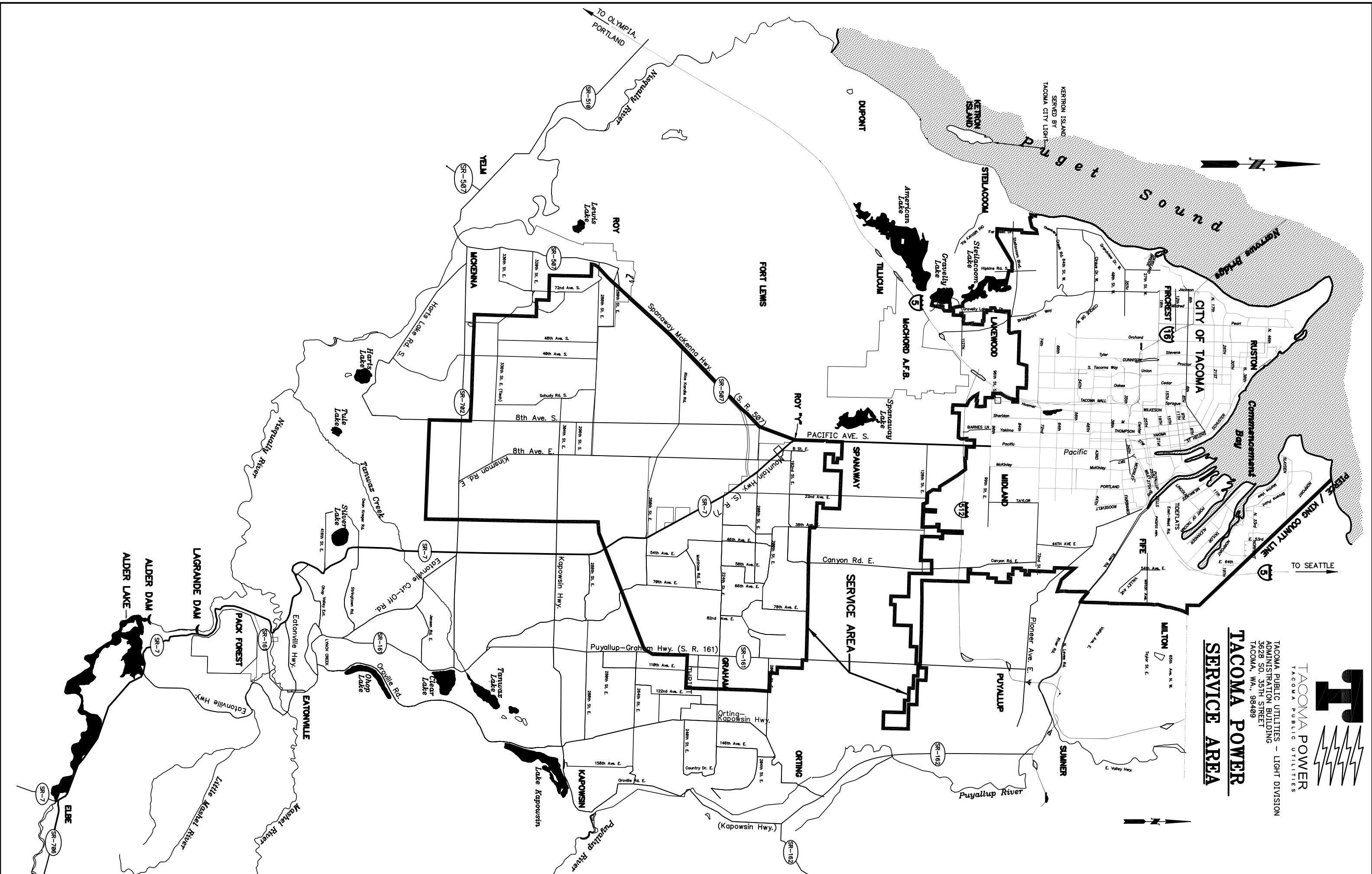


**Cushman #1 (Dam/
Powerhouse)**

**Cushman #2 (Office/
Powerhouse)**

CUSHMAN PROJECT AREA MAP

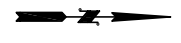




TACOMA POWER
 TACOMA PUBLIC UTILITIES
 TACOMA PUBLIC UTILITIES

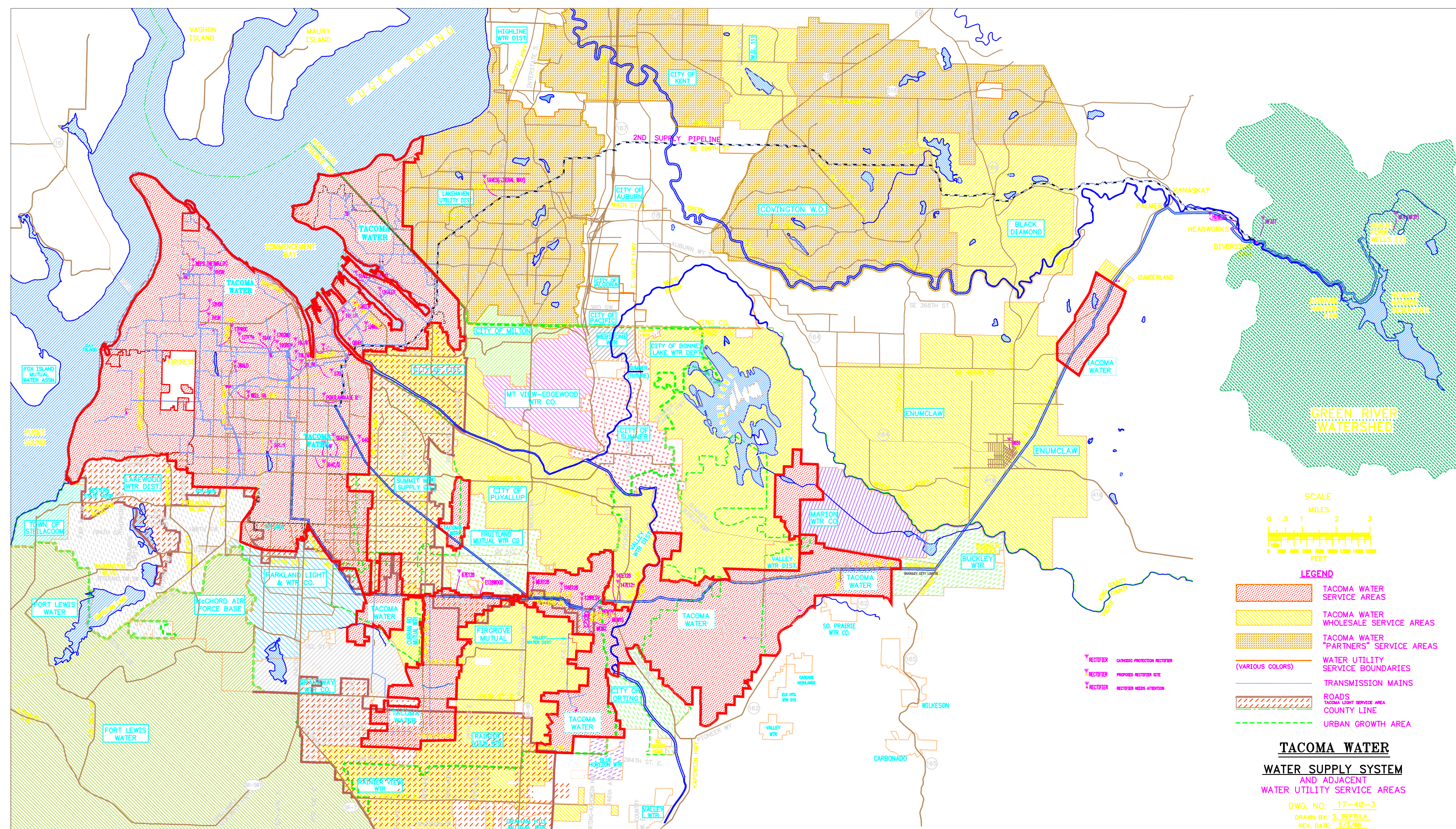
TACOMA PUBLIC UTILITIES - LIGHT DIVISION
 ADMINISTRATION BUILDING
 3628 SO. 35TH STREET
 TACOMA, WA, 98409

TACOMA POWER
SERVICE AREA



TO SEATTLE

TO OLYMPIA,
 PORTLAND



TACOMA WATER
WATER SUPPLY SYSTEM
 AND ADJACENT
 WATER UTILITY SERVICE AREAS
 DWG. NO: 17-40-3
 DRAWN BY: S. DEPTULA
 REV. DATE: 5/3/06

SCALE
MILES
0 0.5 1 2 3

0 2000 4000 6000 8000 10000 12000 14000 16000
FEET

LEGEND

- TACOMA WATER SERVICE AREAS
- TACOMA WATER WHOLESALE SERVICE AREAS
- TACOMA WATER "PARTNERS" SERVICE AREAS
- (VARIOUS COLORS) WATER UTILITY SERVICE BOUNDARIES
- TRANSMISSION MAINS
- ROADS
TACOMA LIGHT SERVICE AREA
COUNTY LINE
- URBAN GROWTH AREA

▽ RECTIFIER CARBON PROTECTION RECTIFIER
▽ RECTIFIER PROPOSED RECTIFIER SITE
▽ RECTIFIER RECTIFIER NEEDS ATTENTION

APPENDIX A

ASBESTOS/LEAD ABATEMENT CONTRACT

Purchase Order No. _____ Delivery No. _____

DEPARTMENT/DIVISION NAME: _____

ORIGINATOR/REQUESTOR: _____ **PHONE NO.** _____

DATE REQUESTED: _____ **REQUESTED BY:** _____

WORK REQUESTED AND LOCATION: _____

DRAWINGS OR OTHER REFERENCES: _____

CONTRACTOR

COST ESTIMATE LABOR: _____

COST ESTIMATE EQUIPMENT RENTAL MARK-UP: _____

PER DIEM: _____

TOTAL COSTS: _____

PLANT ENGINEERING AND SERVICES

COST ESTIMATE APPROVED: _____

DESIRED START DATE: _____ **DESIRED FINISH DATE:** _____

ACCOUNTING NOS.: _____

SCHEDULE AND COSTS

ACTUAL START DATE: _____ **ACTUAL FINISH DATE:** _____

PLANNED COST: _____ **ACTUAL COST:** _____

CONTRACTOR PRINTED NAME

CONTRACTOR SIGNATURE

CITY APPROVAL



STATEMENT OF INTENT TO PAY PREVAILING WAGES

Public Works Contract
\$40.00 Filing Fee Required

Intent ID # (Assigned by L&I) _____

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

Your Company Information		
Your Company Name		
Your Address		
City	State	Zip+4
Your Contractor Registration Number	Your UBI Number	
Your Industrial Insurance Account Number		
Your Email Address (required for notification of approval)		Your Phone Number

Awarding Agency Information		
Project Name		Contract Number
Awarding Agency		
Awarding Agency Address		
City	State	Zip+4
Awarding Agency Contact Name		Phone Number
County Where Work Will Be Performed		City Where Work Will Be Performed

Additional Details	
Your Expected Job Start Date (mm/dd/yyyy)	
Job Site Address/Directions	

Contract Details		
Bid Due Date (Prime Contractor's)		Award Date (Prime Contractor's)
Total Dollar Amount of Your Contract (including sales tax) or indicate time and materials, if applicable. \$		<input type="checkbox"/> T&M

ARRA Funds	
Does this project utilize American Recovery and Reinvestment Act (ARRA) funds? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Weatherization or Energy Efficient Funds	
Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Prime Contractor's Company Information	
Prime Contractor's Company Name	Prime Contractor's Intent Number
Prime Contractor's Registration Number	Prime Contractor's UBI Number

Hiring Contractor's Company Information	
Hiring Contractor's Company Name	
Hiring Company's Contractor Registration Number	Hiring Contractors UBI Number

Employment Information					
Do you intend to use ANY subcontractors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Will employees perform work on this project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will ALL work be subcontracted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Do you intend to use apprentice employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Number of Owner/Operators who own at least 30% of the company who will perform work on this project:			<input type="checkbox"/> None (0)	<input type="checkbox"/> One (1)	<input type="checkbox"/> Two (2) <input type="checkbox"/> Three (3)

Crafts/Trades/Occupations – (Do not list apprentices. They are listed on the Affidavit of Wages Paid only.) If an employee works in more than one trade, ensure that all hours worked in each trade are reported below. For additional crafts/trades/occupations please use Addendum A.	Number of Workers	Rate of Hourly Pay	Rate of Hourly Usual ("Fringe") Benefits

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

Print Name: _____ **Print Title:** _____ **Signature:** _____ **Date:** _____

For L&I Use Only	
Approved by signature of the Department of Labor and Industries Industrial Statistician	



Affidavit of Wages Paid
Public Works Contract
\$40.00 Filing Fee Required*

*Exemption may apply. See instruction 9.

Affidavit ID # (Assigned by L&I):

This form **must** be typed or printed in ink.

Fill in ALL blanks or the form will be returned for correction

(see instructions).

Please allow a **minimum** of 10 business days for processing.

Once approved, your form will be posted online at:

<https://fortress.wa.gov/lni/wagelookup/searchforms.aspx>

Your Company Information				Awarding Agency Information			
Your Company Name				Project Name		Contract Number	
Your Company Address				Awarding Agency			
City		State	Zip+4	Awarding Agency Address			
Your Contractor Registration Number		Your UBI Number		City		State	Zip+4
Your Industrial Insurance Account Number				Awarding Agency Contact Name		Phone Number	
Your Email Address (required for notification of approval)		Your Phone Number		County Where Work Was Performed		City Where Work Was Performed	
Additional Details				Contract Details			
Your Job Start Date (mm/dd/yyyy)		Your Date Work Completed (mm/dd/yyyy)		Bid Due Date (Prime Contractor's)		Award Date (Prime Contractor's)	
Job Site Address/Directions		Your Approved Intent ID #		Indicate Total Dollar Amount of Your Contract (including sales tax).		\$	
EHB 2805 (RCW 39.04.370) – Is the Prime Contractor's contract at a cost of over one million dollars (\$1,000,000)? <input type="checkbox"/> No <input type="checkbox"/> Yes				If you answer "Yes" to the EHB 2805 question and the Award Date is 9/1/2010 or later you must complete and submit the EHB 2805 (RCW 39.04.370) Addendum .			
ARRA Funds				Weatherization or Energy Efficient Funds			
Does this project utilize American Recovery and Reinvestment Act (ARRA) funds? <input type="checkbox"/> Yes <input type="checkbox"/> No				Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Prime Contractor's Company Information				Hiring Contractor's Company Information			
Prime Contractor's Company Name				Hiring Contractor's Company Name			
Prime Contractor's Registration Number		Prime Contractor's UBI Number		Hiring Contractor's Registration Number		Hiring Contractor's UBI Number	
Employment Information							
Did you use ANY subcontractors?		<input type="checkbox"/> Yes (Addendum B Required)		<input type="checkbox"/> No		Did employees perform work on this project?	
Was ALL work subcontracted?		<input type="checkbox"/> Yes (Addendum B Required)		<input type="checkbox"/> No		Did you use apprentice employees?	
Number of Owner/Operators who own at least 30% of the company who performed work on this project:				<input type="checkbox"/> None (0) <input type="checkbox"/> One (1) <input type="checkbox"/> Two (2) <input type="checkbox"/> Three (3)			
You must list the First and Last Name(s) of any Owner/Operator performing work below List your Crafts/Trades/Occupations Below - For Journey Level Workers you must provide all of the information below. Owner/Operators - must provide their First and Last name no other information required. **Apprentices are not recorded below. You must use Addendum D to list Apprentices.							
				Number of Workers	Total # of Hours Worked	Rate of Hourly Pay	Rate of Hourly Usual ("Fringe") Benefits
Signature Block							
I hereby certify that I have read and understand the instructions to complete this form and that the information on the form and any addenda is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.							
Print Name:		Print Title:		Signature:		Date:	

For L&I Use Only

Department of Labor and Industries

APPROVED BY: _____

Industrial Statistician

PREVAILING WAGE RATES
FOR
KING, PIERCE, THURSTON, LEWIS, MASON, AND GRAYS HARBOR COUNTIES
Effective date May 5, 2015

See Department of Labor and Industries URL link
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

PREVAILING WAGE RATES
FOR
KING, PIERCE, THURSTON, LEWIS, MASON, AND GRAYS HARBOR COUNTIES
APPRENTICES
Effective date May 5, 2015

See Department of Labor and Industries URL link
<https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx>