

CITY OF TACOMA

ENVIRONMENTAL SERVICES DEPARTMENT

CALL FOR BIDS, SPECIFICATIONS, PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.: ES15-0349N

PROJECT NO.: ENV-04016-04

**Western Slopes Wastewater Treatment Plant Facility Operations
Building Roof Replacement II**



EXPIRES: 8/11/17

**R. MICHAEL HALE
PROJECT MANAGER
ENVIRONMENTAL SERVICE DEPARTMENT**



City of Tacoma

REQUEST FOR BIDS

Specification No. ES15-0349N
Western Slopes Wastewater Treatment Plant Facility Operations Building
Roof Replacement II

The City of Tacoma is accepting **BIDS** for the above solicitation. Submittals will be received and time stamped only at the Purchasing Division, located in the Tacoma Public Utilities Administration Building, Main Floor, 3628 South 35th Street, Tacoma, WA 98409. Respondents may submit bids by fax unless otherwise stated in this Request for Bids. The City of Tacoma accepts no responsibility for transmission errors if transmitted by fax. Our fax number is: 253-502-8372.

Submittal Deadline: Bids will be received until **11:00 a.m., Pacific Time, Wednesday, September 23, 2015.**

A Pre-bid meeting will be held. Potential bidders are strongly encouraged to attend the scheduled site visit to familiarize themselves with the existing Western Slopes WWTP #2 Operations Building and site conditions as scheduled below:

Wednesday, September 16, 2015; 10:00 a.m., Pacific

Time. Location: 8102 N. 10th Street
Tacoma, WA 98406
(Under Narrows Bridge, Tacoma side, near the water at the entrance gate)

Contact R. Michael Hale at 253-591-5766.

Project Scope: Remove approximately 2,600 square feet of an existing 3-Ply Built-up roof off a 1-story, Operations Building. Remove and replace plywood decking where deteriorated, remove and replace cant and flashing around roof perimeter, remove and replace damaged roof insulation, install approximately 2,600 square feet of a new 3-Ply Modified Built-up Roofing System.

Estimate: \$74,000

Contacts: Michael Hale, at 253-591-5766, or contact Samol Hefley, Buyer at 253-502-8249, for general purchasing information.

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



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

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SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award.

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page.

The following items make up your submittal package:
One copy of your complete submittal
Signature Page
Proposal Pages
State Responsibility and Reciprocal Bid Preference Information
Retainage Options
Sustainability
After award, the following documents will be executed:
Contract
Certificate of Insurance and related endorsements
Performance Bond
General Release

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, **Friday, September 18, 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.

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.

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[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(l), the Contractor may pursue the party responsible for not properly marking or identifying the underground facility. The Contractor agrees not to file any claim or legal action against the City (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.~~

PART I

BID PROPOSAL AND CONTRACT FORMS

Proposer Name: _____

PROPOSAL PAGE

CITY OF TACOMA SPECIFICATION NO. ES15-0349N

We, the undersigned, hereby agree to furnish all materials and provide all necessary work for the completed installation of a new 3 – Ply Modified Membrane Roofing System.

BID SUMMARY:

<u>BID ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	1	Mobilization	LS	\$ _____	\$ _____
2.	1	Remove Existing Roofing System	LS	\$ _____	\$ _____
3.	640	Removal/ Replacement of Existing Damaged ½ inch Plywood Decking	SF	\$ _____	\$ _____
4.	640	Removal/Replacement of Existing Damaged Roof Insulation	SF	\$ _____	\$ _____
5.	10	Repair of Damaged Roof Joists	EA	\$ _____	\$ _____
6.	1	Installation of Low Slope Roofing Three (3) Ply Modified System	LS	\$ _____	\$ _____
7.	1	Repair of Fiberglass Roof Canopy Area	LS	\$ _____	\$ _____
8.	1	Force Account (Estimated)	LS		\$ <u>7,500.00</u>
9.		SUB – TOTAL (excluding sales tax):			\$ _____
		State Sales Tax (9.5%)			\$ _____
		GRAND TOTAL (Line 9 + Sales Tax):			\$ _____

SIGNATURE PAGE

CITY OF TACOMA ENVIRONMENTAL SERVICES 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 North Building, 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. ES15-0349N

Western Slopes Wastewater Treatment Plant Operations Building Roof Replacement II

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 (if applicable) #1 _____ #2 _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Specification No. _____

Name of Bidder

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier (UBI) number:

Number: _____

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

Yes No

Not Applicable

Washington Employment Security Department number:

Number: _____

Not Applicable

Washington Department of Revenue state excise tax registration number:

Number: _____

Not Applicable

Have you been disqualified from bidding 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: _____

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)

Printed Name

By: _____
Director of Finance

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: _____



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."



City of Tacoma

RETAINAGE OPTIONS

Please complete this form and return with your submittal. If your company is awarded the project, the selection below will be used to determine the appropriate retainage method.

- 5% retainage held
- Bond in-lieu-of retainage
- Escrow agreement
- 50% retainage held (reserved for projects \$35,000 or less per RCW 39.08.010)

Contractor Name _____

Email Address _____

Phone _____



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:

Approved as to Form and Legality:

Finance Director

Deputy/Assistant City Attorney



City of Tacoma

City of Tacoma Contract No.: _____ Specification No.: _____

General Release to the City of Tacoma

The undersigned, named as the Contractor in a certain agreement between contractor name 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 on this _____ day of _____, 20____.

Contractor Name

Contractor Authorized Signature

Title

Type or Print Signature Name

Sustainability

The City has an interest in sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.

1. Have you incorporated sustainability into your everyday business practices? Y/N Please describe:

2. Have you taken measures to minimize impacts to the environment in the delivery of proposed goods and/or services? Y/N Please describe.

3. Please describe the estimated percentage of material to be recycled or reused under this project: _____%.

PART II

GENERAL TERMS AND CONDITIONS

DIVISION 10000

DEFINITIONS AND TERMS

DEFINITIONS AND TERMS

Definitions

All references in the Standard Specifications to the terms "State", "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency's headquarters are located.

Additive

A supplemental unit of work or group of bid items, identified separately in the proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Contract Documents

See definition for "Contract".

Contract Time

The period of time established by the terms and conditions of the contract within which the work must be physically completed.

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive bidder for the work.

Contract Execution Date

The date the Contracting Agency officially binds the agency to the contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains for the physical completion of the total contract.

Physical Completion Date

The day all of the work is physically completed on the project. All documentation required by the contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the work specified in the contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the work as complete.

Notice of Award

The written notice from the Contracting Agency to the successful bidder signifying the Contracting Agency's acceptance of the bid.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the work and establishing the date on which the contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

Base Bid

The summation of Bid Item amounts (extensions) in the Bid Forms, excluding Additives, Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to Section 1-07.2.

Change Order

A written order to the Contractor, issued by the Contracting Agency after execution of the contract, authorizing an addition, deletion, or other revision in the Work, within the scope of the Contract Documents, and establishing the basis of payment and time adjustments, if any, for the Work affected by the change.

Day

Unless otherwise specified, a calendar day.

Calendar Day

The time period of 24 hours measured from midnight to the next midnight, including weekends and holidays.

Deductive

A supplemental unit of work or group of Bid Items, identified separately in the Bid, which may, at the discretion of the Contract Agency, be deducted from the Base Bid should the Contract Agency choose not to Award the total Base Bid.

Grand Total Price

The Grand Total Price of the Contract will include the Base Bid, Additives, Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to Section 1-07.2.

Standard Specifications

Divisions One through Nine of the specified edition of the WSDOT "Standard Specifications for Road, Bridge, and Municipal Construction."

END OF SECTION

DIVISION 11000
BID PROCEDURES AND CONDITIONS

BID PROCEDURES AND CONDITIONS

1. Prequalification of Bidders

2. Qualifications of Bidder

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

3. Supplemental Qualifications Criteria

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(2), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in the Washington State Department of Transportation 2014 Standard Specifications for Road, Bridge, and Municipal Construction.

4. Plans and Specifications

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	6	Furnished automatically upon award.
Contract Provisions	6	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

5. Subsurface Information

Not Applicable

6. Proposal Forms

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

7. Preparation of Proposal

1. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
2. Any correction to a bid made by interlineations, alteration, or erasure, shall be initialed by the signer of the bid.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any D/W/MBE requirements are to be satisfied through such an agreement.

8. ~~Bid Deposit~~

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

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

~~If a Bid Bond is furnished, the form furnished by the Contracting Agency must be followed. No variations from the language thereof will be accepted.~~

9. Delivery of Proposal

Each proposal shall be submitted in a sealed envelope, with the Project Name and Project

Number as stated in the Advertisement for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

The Contracting Agency will not consider Proposals it receives after the time fixed for opening Bids in the call for Bids.

10. Withdrawing, Revising, or Supplementing Proposal

After submitting a Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person, and
2. The Contracting Agency receives the request before the time set for receipt of Proposals.

The original Bid Proposal may be supplemented, or revised and resubmitted as the official Bid Proposal if the Contracting Agency receives it before the time set for receipt of Proposals.

11. Irregular Proposals

1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - j. More than one proposal is submitted for the same project from a Bidder under the same or different names.

12. Pre Award Information

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. A copy of State of Washington Contractor's Registration, or
8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

END OF SECTION

PART III
SPECIFICATIONS

DIVISION 01000
GENERAL REQUIREMENTS

1. SUMMARY OF WORK

1.1 Remove approximately 2,600 square feet of an existing 3-Ply Built-up roof off 1-story, Operations Building. Remove/Replace plywood decking where deteriorated, remove/replace damaged roof insulation, remove and replace cant and flashing around roof perimeter, install approximately 2,600 square feet of a new 3-Ply Modified Built-up Roofing System.

2. ENVIRONMENTAL PROTECTION PLAN & STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

2.1 The Contractor shall during the progress of the work keep the work areas in a neat and clean condition and protect the environment both onsite and offsite throughout and upon completion of the construction. This is inclusive, but not limited to : drainage structures; ponds; lawn and grass areas; drainage swells and ditches; existing structures; pavement areas, etc.

2.2 Prepare and submit an Environmental Protection Plan in detail to the Owner/Engineer after award of contract and prior to the commencement of any work for review and approval.

2.3 The Environmental Protection Plan shall comply with the City Storm Water Pollution Prevention Plan and for the Western Slopes WWTP site. Include temporary erosion control as required.

2.4 Dust Control, Air Pollution and Odor Control: Employ measures to prevent the creation of dust, air pollution and odors and comply with any and all Federal, State or Local Agency Regulations.

3. CONTRACTOR'S SAFETY PLAN

3.1 Contractor shall prepare and submit to the Owner/Engineer their Work Safety Plan addressing how their work procedures ensure safety for workers, procedures for performing work safely, the use of personal safety equipment, protocol for performing work, procedures to follow in event of accidents,.

3.2 Identify the Safety Supervisor with contact information.

4. STATEMENT OF QUALIFICATIONS

4.1 Contractor shall submit as part of their Bid Proposal a packet providing that the Contractor's/Applicators meet the qualifications as described in Section 07100, Paragraph 2.1.

5. PAYMENT

5.1 Payment for completed and accepted work will be processed every 30 days following the commencement of work for this contract. The Owner/Engineer will review and determine the work completed per the Bid Items for determining the amount to be paid for the payment period.

5.2 Mobilization: This item is the payment for the mobilization of all equipment, tools, materials, etc. onto and off site; The payment for all insurance and bonds; Safety Procedures Plan; Storm Water Pollution Prevention Plan; Necessary permits for work not paid for by the City; Final Project

Cleanup & Close Out. The Lump Sum price will be full payment for this item.

5.3 Remove Existing Roofing System: This item is the payment for the complete removal of the existing roofing system, flashing, cant, equipment curbs, attachments, etc. to provide exposure of the plywood decking; the provision of a dumpster and disposal of all removed roofing materials; cleanup and protection of the building's wall and other surfaces. The Lump Sum price will be full payment for this item.

5.4 Removal/Replacement of Existing Damaged ½ inch Plywood Decking: This item is the payment for the removal, disposal of damaged plywood decking sections. The plywood decking is to be removed in full plywood panel section (e.g. 4' x 8'). The removed plywood decking is to be replaced with full panel plywood panels. The payment for this Bid Item will be made on a square foot basis and as actual quantity used. There will be no adjustment in unit price/payment.

5.5 Removal/Replacement of Existing Damaged Roof Insulation: This item is the payment for the removal and disposal of the damaged batt roof insulation and the replacement of the removed insulation with batt insulation. The payment for this Bid Item will be made on a square foot basis and for the actual quantity used. There will be no adjustment in unit price/payment.

5.6 Repair of Damaged Roof Joists: This item is the payment for the repairs required to the roof joists. The price is for the installation of 4'-0" lumber across the damaged section of the joist. The payment will be made on an each basis and is to include also materials for installation.

5.7 Installation of Low Slope Roofing Three (3) Ply Modified System: This item is payment for the complete installation, all work, materials, etc. for the roofing system specified in these documents. The Contractor shall field verify the quantity required to cover the roof and include in the cost of this bid item. It shall include the work for at equipment curbs, flashing, cants, etc. The Lump Sum price will be full payment for this item.

5.8 Fiberglass Roof Canopy Area: This item is the payment for the work, materials and replacement to the fiberglass roof canopy. The Lump Sum price will be full payment for this item.

5.9 Force Account: This item is a monetary allotment for work that may require to be performed that is not covered by the contract Bid Items identified. This cost will be utilized only as directed by the Owner / Engineer.

6. TIME OF COMPLETION

6.1 All work defined in these contract documents shall be completed in 45 calendar days from start date identified in the issuance of the **Notice To Proceed**.

6.2 Liquidated Damages will be charged to the Contractor for failure to complete all work in this Contract within the completion time and date specified in this contract in the amount indicated below:

\$600.00/Day

DIVISION 07100

MULTI PLY ROOFING SYSTEM

1. GENERAL

1.1 Provide all labor, equipment, tools and materials necessary and require to install a complete multi ply modified built roofing system as required and described in the contract drawings and these specifications.

1.2 All work shall be performed by qualified tradesmen, specifically trained and experienced for the work for the installation of the roofing system described in these documents.

1.3 The Manufacturer must have the technical expertise and qualified staff to promptly resolve questions and problems which may arise at the start, during and after the work has been completed.

1.4 The Manufacturer must have been actively performing work in the Roofing Industry for a minimum of 5 years within the recent 5-7 years, either marketing roofing systems or major components of roofing systems.

1.5 The Manufacturer shall provide the names, addresses, and telephone numbers of at least 8 to 10 previous projects of the similar scope, size, roofing systems described in these documents.

1.6 The Manufacturer's system must be required to be installed by experienced, qualified and licensed applicators and contractors.

1.7 All work shall be performed in a safe matter and in adherence to the Washington Industrial and Safety Health Act (WISHA) Safety Rules.

1.7.1 Contractor shall provide safe access to roof of building for contractor's personnel, City Representatives, and persons who may require access for codes or building inspections.

1.7.2 Report any injuries on site to the City and provide a Safety Incident Report providing name of person, describing the incident, actions taken and preventative measures.

1.8 Project Site shall be maintained in a clean and safe condition during working hours and at the end of the working day.

2. QUALITY ASSURANCE AND QUALIFICATIONS

2.1 **APPLICATORS:** Work shall be performed by Contractor's /Applicators that are licensed for the roofing system described in these documents. The Licensed Contractor/Applicator must have installed 5 multi ply modified built-up roofing projects and have a minimum of 5 years' experience/business as a roofing Contractor/Applicator.

2.2 **FIRE HAZARD CLASSIFICATION:** The roofing system must have a Class A External Fire Resistance Rating or as required by Local City Codes as determined by the Tests with the ASTM - E 108 or UL - 790.

2.3 Manufacturer shall provide an On-site Representative to provide and ensure a proper and complete installation of the roofing system prior to the start of work, during installation as necessary and at the completion of work.

2.4 Manufacturer shall provide Owner with a Certification that the roofing system has been completely and properly installed in accordance with these specifications and the Manufacturer's requirements.

2.5 WARRANTY: Submit a sample copy of the roofing system manufacturer's 20 year warranty for the work in this contract. After the completion and acceptance by the Owner of the roofing installation, provide an official 20 year Warranty. The Contractor shall provide a 1 year Labor Warranty in addition to the roofing warranty.

3. SUBMITTALS

3.1 SHOP DRAWINGS:

3.1.1 Submit product data sheets on all materials and components; plan sheets providing general layout for work, details for all parts of installation and procedures; list of materials; quantities of materials; background/history on manufacturer; years in business and producing products; where products are manufactured.

3.1.2 Submit 7- copies of each submittal.

3.2 SAMPLES:

3.2.1 Two - 8 inch square pieces of each type ply layer; seal membrane flashing

3.2.2 Two - 6 inch long piece of coping cap / flashing; new cant

3.2.3 Four of each type fasteners

4. REMOVAL AND DISPOSAL OF EXISTING ROOFING

4.1 Contractor shall remove the existing multi ply built up roofing materials; the existing cant and blocking, metal flashing, etc. along the perimeter and areas of the roof; flashing at vents, equipment and other roof penetrations that will be replaced. Contractor responsible for providing dumpster and all necessary equipment, tools, etc. for this work.

4.2 All materials shall be disposed in accordance with all Federal, State, Local Codes and Regulations pertaining to the disposal of the roofing materials.

4.3 It is not planned that disposal of asbestos material will be required. Contractor shall inspect, test and verify that asbestos materials are not present prior to removal of existing roofing. Should it be determined that asbestos is present, notify the Owner immediately. The cost of asbestos will be considered additional work to this contract.

4.4 Following the removal of the existing roof cover materials, the exposed wood deck area shall be cover with tarps to protect the roof deck from weather and prevent water leakage, etc. This protection shall be provided during installation of the new roofing system until completed.

4.5 Protect and prevent damage to the existing wood decking during the removal of the existing roofing system. Any damage to the roof or building shall be repaired as part of the cost of the contract.

5. REPAIR / REPLACEMENT OF EXISTING WOOD ROOF DECKING/ STRUCTURE

5.1 Following the removal of the existing roofing system and cleanup of the roof area, the existing wood deck shall be inspected for determining the structural integrity and condition for making any necessary repairs. The Contractor shall notify the Owner when the roof is ready for this inspection. The Manufacturer of the roofing system to be installed shall also be present and make an assessment of the roof for the application of the roofing system.

5.2 The existing roof deck is constructed of 1/2 inch plywood. When areas, following inspection of the deck's condition, have been determined to be damaged, waterlogged, deteriorated, the deck area is to be removed so it is removed in full 4ft X 8ft plywood panel areas or in a manner that allows for replacement panels span over wood joists for proper connection/nailing.

5.3 The roof deck areas that are determined to be replaced shall be replaced with new exterior grade 1/2 inch 4ft X 8ft A/C plywood. Plywood edges/joints should match existing (i.e. tongue &

groove or straight) Nailing of the plywood decking shall be done in accordance with the Local Building Code requirements. Submit a Shop Drawing providing the details for the wood deck repair / replacement. Nails shall be galvanized.

5.4 Should it be found that the wood joists under the roof deck areas removed are damaged, the joist shall be repaired by splicing the joist with a 2"x8" lumber section, over lapping the center of damaged area 24 inch on each side minimum. The lumber splice shall be nailed to the existing joist on each end with 8- 8d nails minimum (2 rows of 4 equally spaced).

5.5 The roof deck following all repairs shall be cleaned and prepared for the application of the roofing system to be installed, in accordance with the Manufacturer's procedures and recommendations.

5.6 FIBERGLASS ROOF CANOPY AREA: Remove the existing wood trim, fiberglass panels, and all materials etc. to clean and prepare area for replacement of roof. Replacement roof for Open Space area to be constructed as follows: Place prefabricated corrugated wood nailer strips on top of joists. Install heavy gage: 2-1/2" Super 800 - 8 oz commercial grade, clear corrugated fiberglass panel sheets. Install in accordance with Manufacturer's recommendations. Fasteners shall be 304 stainless steel.

6. REMOVAL / REPLACEMENT OF EXISTING DAMAGED ROOF INSULATION

6.1 Where damaged plywood roof decking has been removed, the insulation shall be checked for damaged (i.e. wet; deteriorated, missing, etc.), the insulation is to be removed and replaced with 3-inch min. BATT insulation.

7. MULTI PLY BUILT UP ROOFING SYSTEM

7.1 The multi ply roofing system shall be a Low Slope Roofing Three (3) Ply Modified System , M3-BDC (501,503, 625 cap) as manufactured by Malarkey Roofing Products or equal as determined by the Engineer.

7.2. Roofing Ply Layers Materials

7.2.1 Base Layer: 55mils thickness, 30lb/sq. weight, fiberglass impregnated with as SBS - modified hot asphalt and coated on both sides with a modified hot asphaltic material with a mineral release material. ASTM D4601

7.2.2 Intermediate Layer: 90mils thickness, 79lbs/sq. weight, non-woven fiberglass, impregnated and coated with high quality SBS modified bitumen saturant and coated with a fine mineral surfacing. ASTM D6163

7.2.3 Top/Cap Layer: 130mils thickness, 90lbs/sq. weight, non-woven fiberglass, impregnated and coated with high quality SBS modified bitumen saturant stabilized with fire retardant compounds. Surface to have ceramic granules for ultraviolet protection and weather ability.

7.3. Cap, Flashing & Clipping Strip And Miscellaneous Products

7.3.1 Flashing, Cap Materials: aluminum, 2D finish, 24-gauge minimum.

7.3.2 Fabrication/Installation: Fabricate and install flashing with lines and corners of exposed units true and accurate. Form exposed faces flat and free of buckles, waves, and tool marks. Make uniform, neat seams with minimum exposure of solder, welds, and sealant.

7.3.3 Conceal fasteners and expansion provisions wherever possible in exposed work and locate to minimize leakage. Cover and seal as for a watertight installation.

7.3.4 Provide Cleat type anchorages for metal flashing and trim arranged to relieve stresses from building movement and thermal expansion.

7.3.5 On vertical surfaces lap 2-piece flashings 2 inches minimum or as required by manufacturer.

7.3.6 Provide saw cuts, retaining bars and similar devices for securing the edges of flashing to other work.

7.4 Roof curbs, pipe vents, and other penetrations

7.4.1 Install EZ seal fleece materials, as manufactured by Malarkey Roofing Products or equal as approved by Engineer. Remove and replace equipment to ensure a proper and watertight installation.

7.5 Fasteners

7.5.1 Shall be 304 stainless steel, Pan Head, sheet metal screws. Install at size and spacing as required by the manufacturer of the roofing system and in accordance with Local Building Code requirements.

7.6 Joint Sealants

7.6.1 Shall be Polyurethane or as required by roofing system manufacturer. Apply in accordance with manufacturer's instructions. Clean joints to be sealed and dry. Seal all joints, edges at equipment, vents, pipes, etc. to provide a waterproof seal. Apply sealant with a gun and proper nozzle. Clean and remove excess sealant materials leaving a neat, smooth and clean finish.

7.7 Roof Cant

7.7.1 Provide along perimeter and edges of roof. Cant shall be pressure treated 4"x4" lumber. 2 - 4"x4" timbers pieces are to be installed for the cant. The outside edge shall be a full 4"x4" section with a 4"x4" section cut at 45 degree bevel installed adjacent on the inside face. See existing building plan sheets for details. Cant sections shall be nailed to roof with 16d nails, galvanized with full penetration thru roof deck at 8 inch spacing or in accordance with Local Building Code requirements. Installation of cant shall meet with the roofing manufacturer's instructions for installing flashing and capping.

7.8 Installation of Multi Ply Roofing

7.8.1 Prepare the wood deck accordance with the manufacturer's instructions. Apply any waterproofing, primer, etc. to deck per manufacturer's instructions. Base ply shall be mechanically fastened, one fastener per 4 sq. ft. maximum or in accordance with manufacturer's instructions if spacing is less. Apply hot asphalt between ply layers to ensure full and entire roof surface adhesion or per manufacturer's instruction. Apply interply and cap sheet for the completion roofing system installation. Provide lapping of plies as required per the instructions of roofing system manufacturer's instructions.

7.8.2 At the end of each working day, temporarily seal the loose edge of the membrane so that water does not flow beneath the covered portion. Install temporary seal. Cover area.

8. DRAWINGS AND PLANS

8.1 Plans sheets provided for this contract are from the original plans documents for the construction of the Western Slopes Sewage Project, 1961. Three Plan Sheets: A-1; A-2; & A-3 are being provided as part of this contract for the purpose of preparing bids. These plan sheets show the details for the existing Operations Building roofing construction. The areas pertaining to this contract are encircled in Red clouded areas.

8.2 The complete set of the Western Slopes Sewerage Project are also available for review upon request. Please contact:

R. Michael Hale
Environmental Services Department
326 East "D" Street
(253)591-5766

PART IV

SMALL BUSINESS ENTERPRISE (SBE)

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 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 has determined a **zero (0) SBE goal** should apply to this project. No reasonable opportunity for subcontracting exists.

For any questions or concerns, please call the SBE Program Coordinator 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

(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

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.

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)

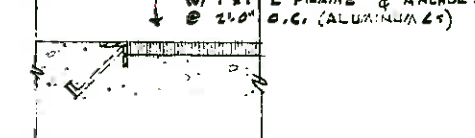
1.07.140 Sunset and review of program.

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)

PART V
DRAWINGS AND PLANS

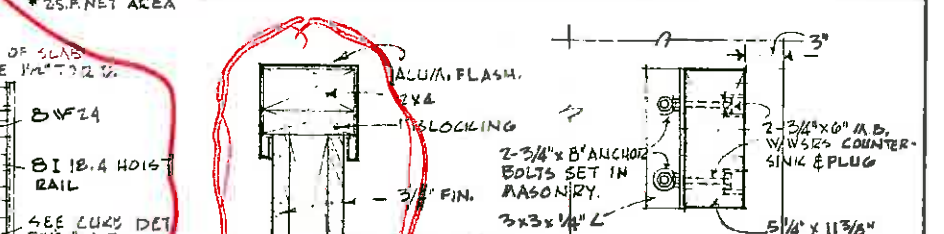
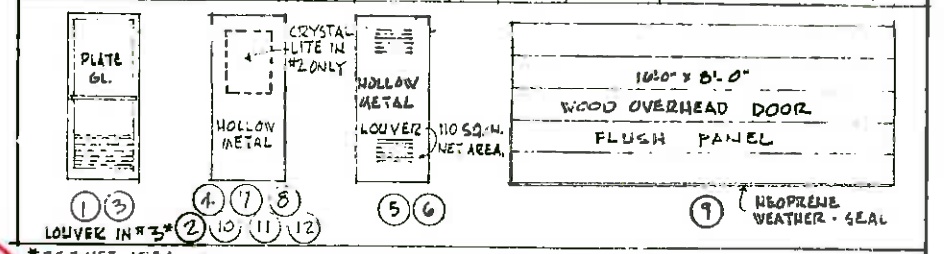
NOTE: WORK PERTAINING TO WS WWT #2 OPERATIONS BUILDING ROOF REPLMT-CLOUDED IN RED



RUBBER DOOR MAT DETAIL
SCALE: 3" = 1'-0"

ROOM	FLOORS	BASE	WALLS	CLG.	PAINTING	REMARKS
CONTROL RM.						
LABORATORY						
BOILER RM.						
WASH ROOM						SHOWER ONLY
STORAGE						UNDER CABINETS
HALL						
CHLORINATOR						
CHLORINE STOR.						
SHOP						
GARAGE						UNDER CABINETS

NO.	SIZE	MATERIAL	FIN.	FRAME	FIN.	THRESH.	REMARKS
1	36x72x1 3/4	ALUM.		ALUM.			
2	24x72x1 3/4	H. METAL	PAINT	H. METAL	PAINT		
3	36x72x1 3/4	ALUM.		ALUM.			
4	36x72x1 3/4	H. METAL	PAINT	ALUM.			
5	36x72x1 3/4	H. METAL	PAINT	H. METAL	PAINT		
6	28x72x1 3/4	H. METAL	PAINT	H. METAL	PAINT		
7	58x72x1 3/4	H. METAL	PAINT	H. METAL	PAINT		PAIR - CLASS 'D' LABEL PAIR
8	58x72x1 3/4	H. METAL	PAINT	H. METAL	PAINT		LOW-HEAD HARDWARE
9	16x2x2	WOOD		TRUCK	GALV.		PAIR - SEE DWG. S-4
10	28x72x1 3/4	H. METAL	PAINT	H. METAL	PAINT		SEE DWG. S-9
11	36x72x1 3/4	H. METAL	PAINT	H. METAL	PAINT		SEE DWG. S-9
12	36x72x1 3/4	H. METAL	PAINT	H. METAL	PAINT		SEE DWG. S-9

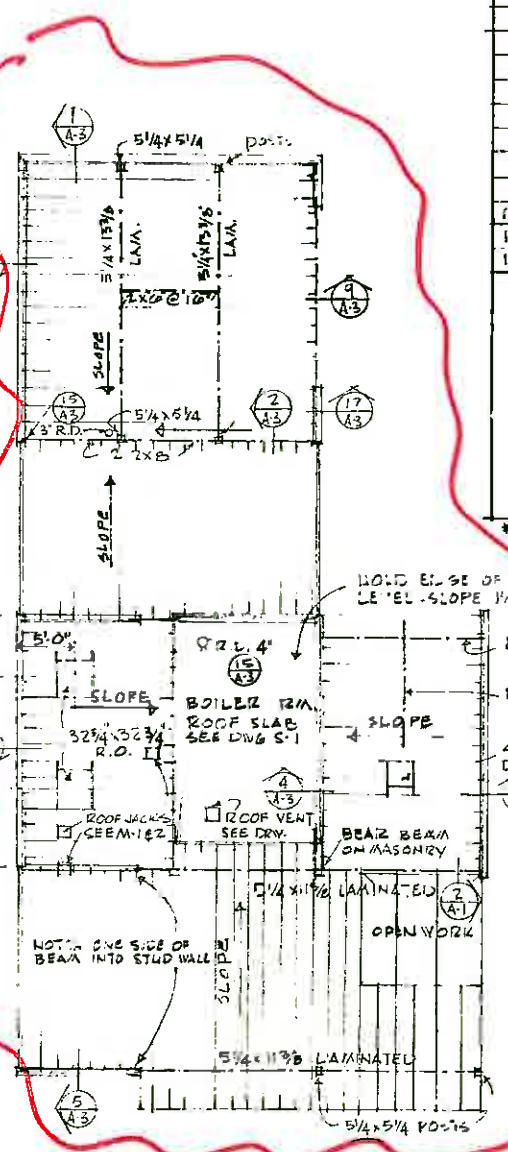
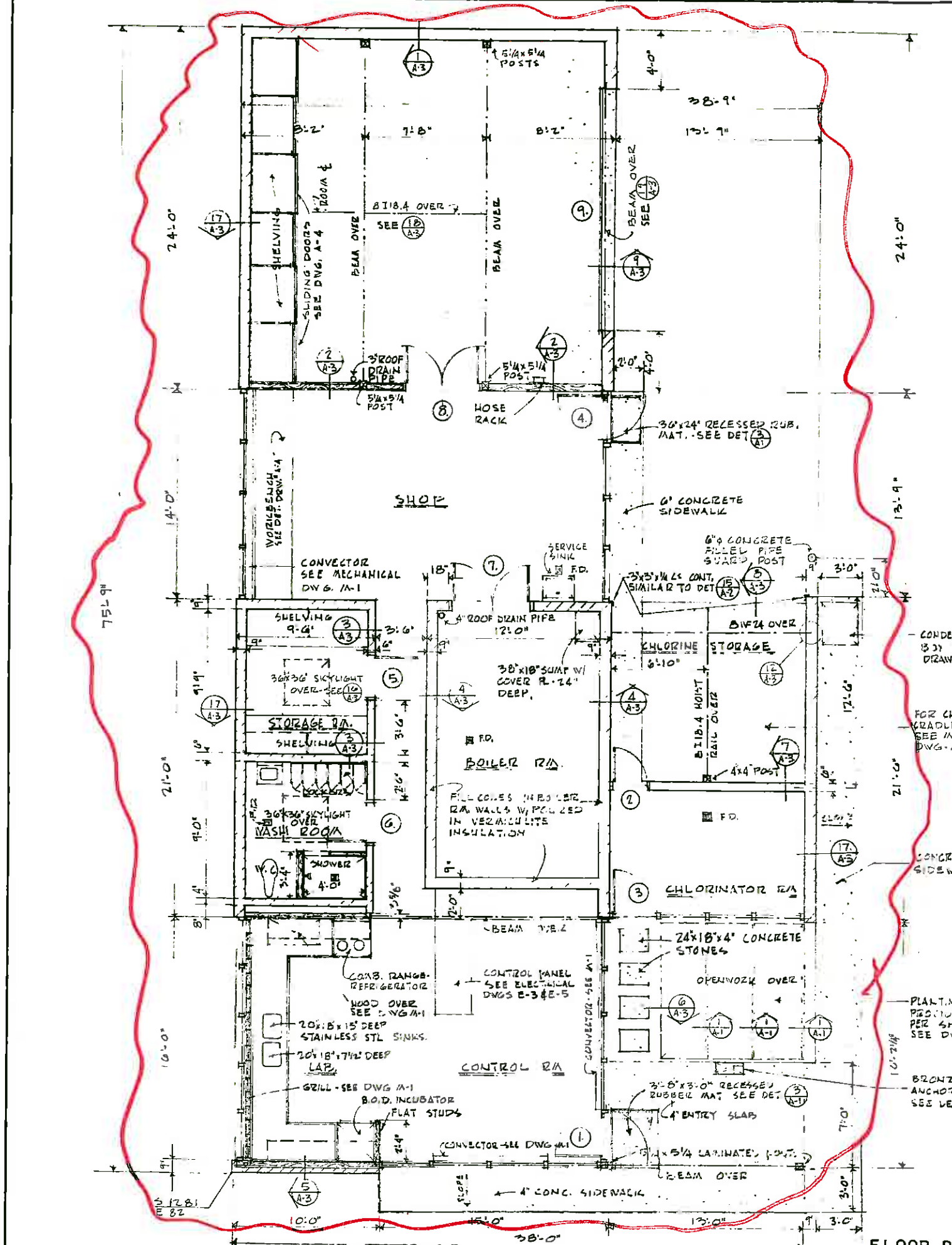


CITY OF TACOMA
WESTERN SLOPES WASTEWATER
TREATMENT PLANT #2:
OPERATIONS BUILDING
ROOF REPLACEMENT II
ES15 - 0349N



CITY OF TACOMA
WESTERN SLOPES SEWERAGE PROJECT
SEWAGE TREATMENT PLANT
OPERATIONS BUILDING
FLOOR PLAN, FRAMING PLAN,
SCHEDULES

WORTHEN WING SEIFERT & FORBES - ARCHITECTS & ENGINEERS
TACOMA, WASHINGTON
BROWN AND CALDWELL - CIVIL AND CHEMICAL ENGINEERS
SAN FRANCISCO, CALIFORNIA
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]
DATE: MARCH 21, 2011
DRAWING NUMBER: S.T.P. A-1
SHEET NUMBER: 10 OF 63



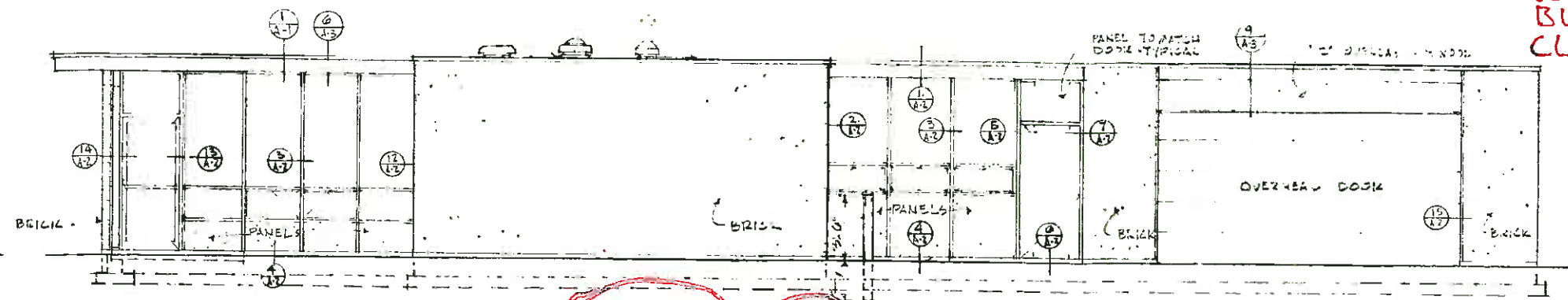
ROOF FRAMING PLAN SCALE 1/8" = 1'-0"

ALL JOINTS 2x8 @ 16" O.C. EXCEPT OVER GARAGE AREA 2x10 @ 16" AS SHOWN.
TACK 1/2" x 1/2" STRIPPING ALONG TOP OF JOISTS W/ 8" SPACE @ 48" O.C.
PROVIDE SCREENED VENTS AT ALL EXTERIOR EDGES OF SOFFIT AS DIRECTED BY ARCHITECT.

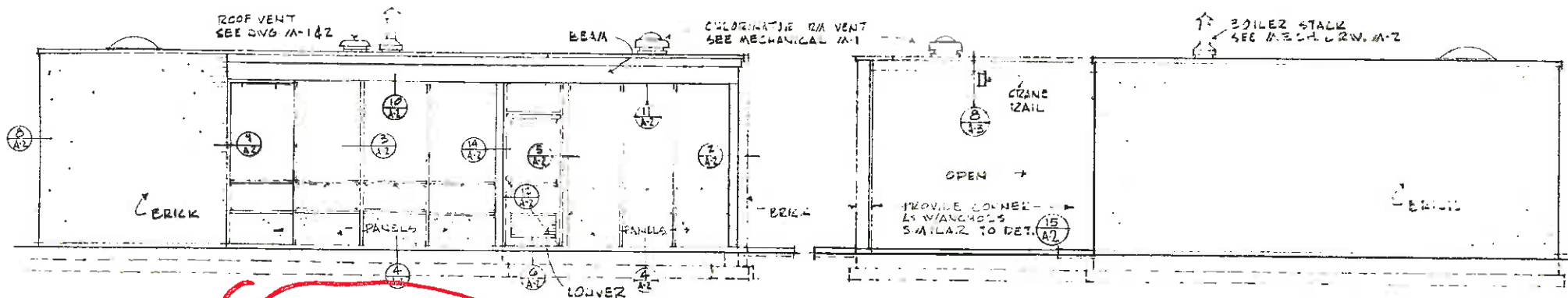
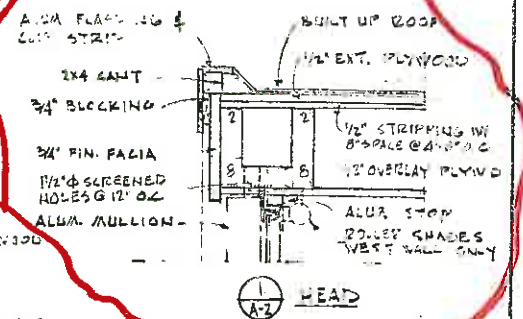
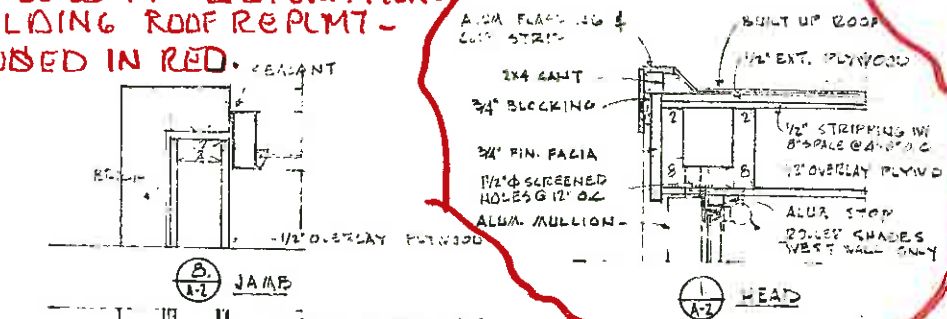
FLOOR PLAN SCALE 1/4" = 1'-0"

6/2015

NOTE: WORK PERTAINING TO WS W WTP #2 OPERATIONS BUILDING ROOF REPLMT - CLOUSED IN RED.

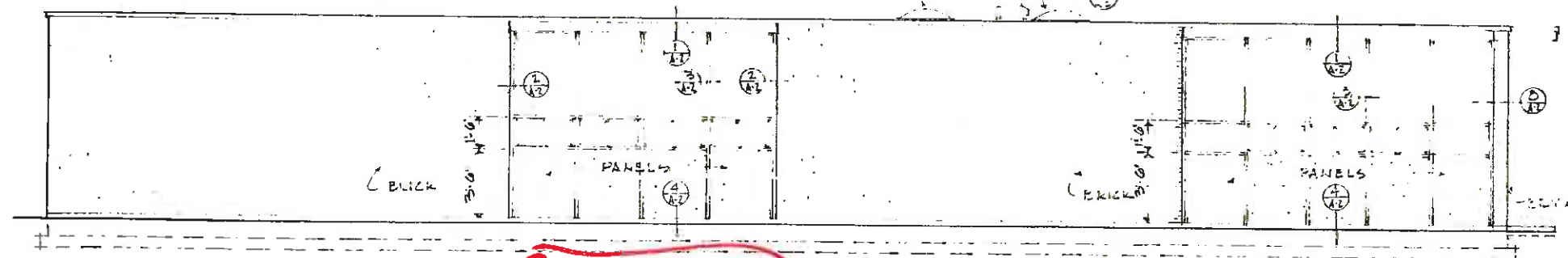
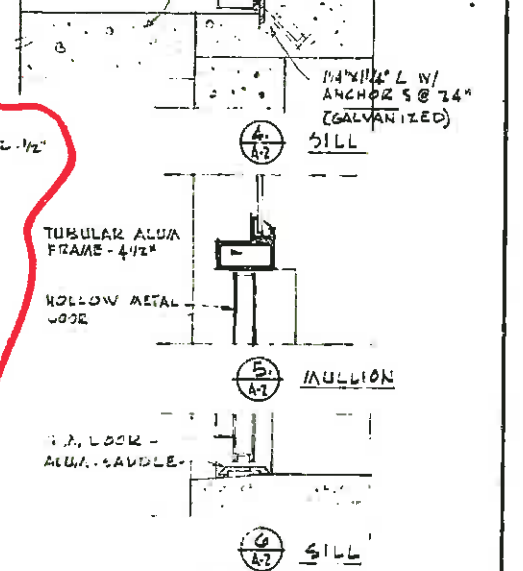
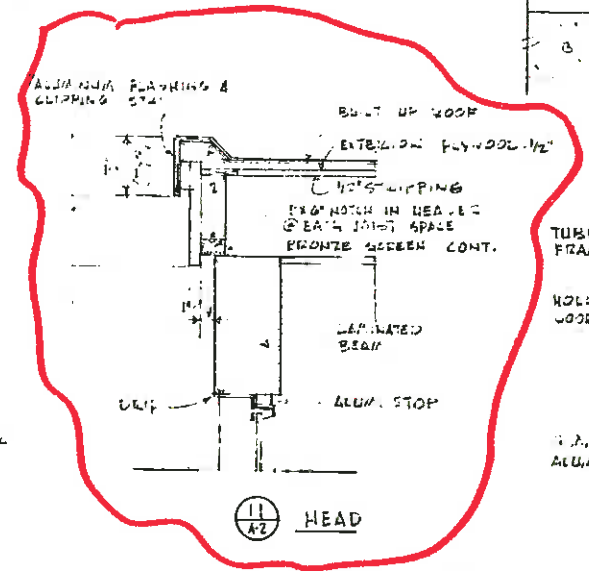
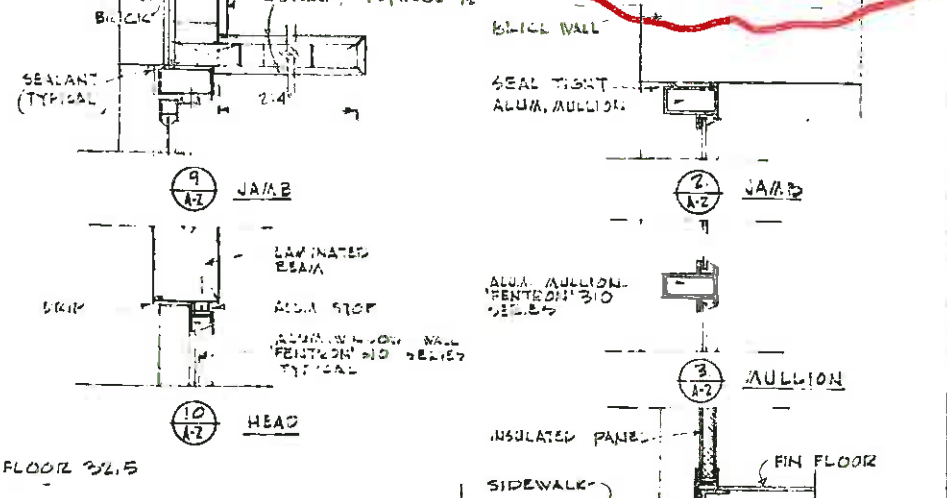


EAST ELEVATION
SCALE 1/4" = 1'-0"

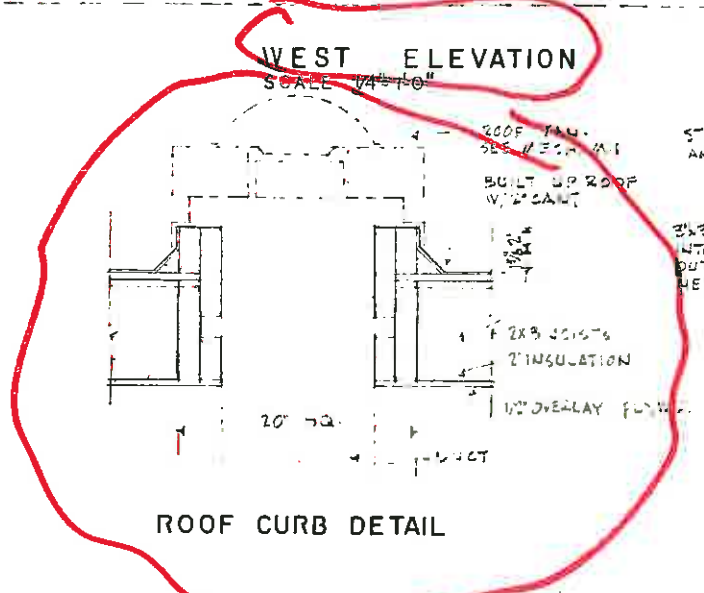


SOUTH ELEVATION
SCALE 1/4" = 1'-0"

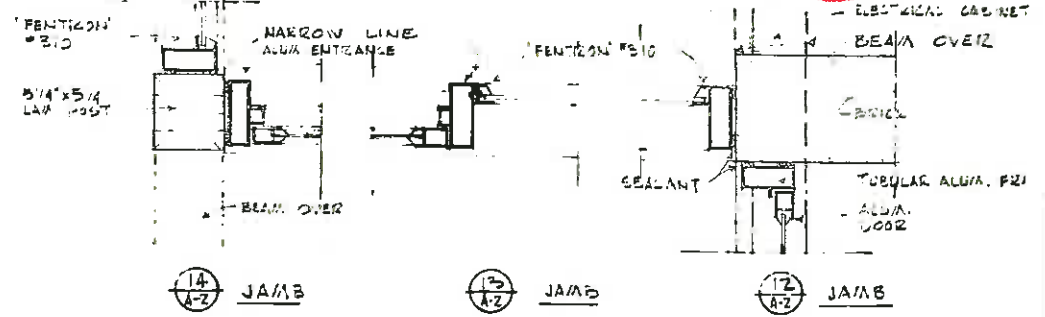
NORTH ELEVATION
SCALE 1/4" = 1'-0"



WEST ELEVATION
SCALE 1/4" = 1'-0"



ROOF CURB DETAIL



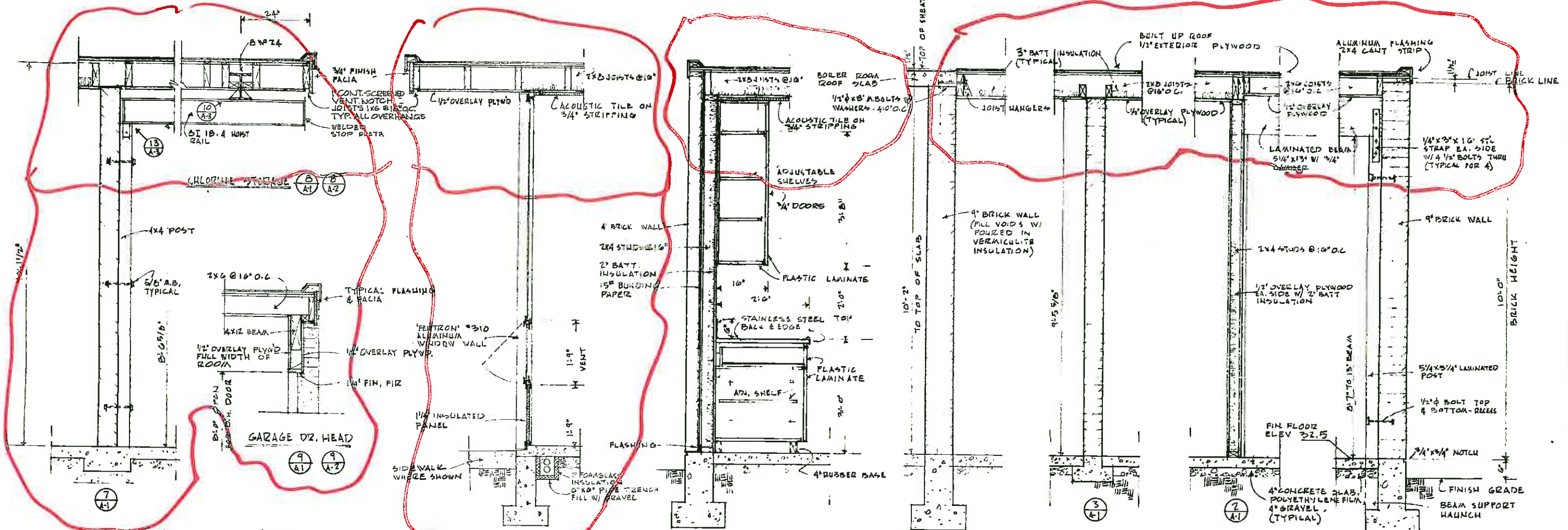
SASH DETAILS
SCALE 1/2" = 1'-0"

CITY OF TACOMA
WESTERN SLOPES WASTEWATER
TREATMENT PLANT #2:
OPERATIONS BUILDING
ROOF REPLACEMENT II
ES15 - 0349N

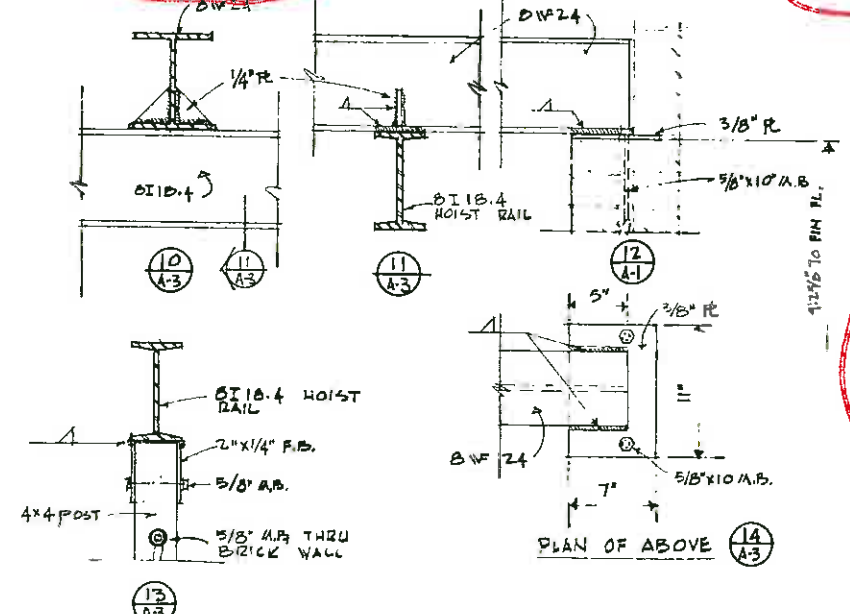
CITY OF TACOMA
WESTERN SLOPES SEWERAGE PROJECT
SEWAGE TREATMENT PLANT
OPERATIONS BUILDING
ELEVATIONS, SASH DETAILS

WORTHEN WING SEIFERT & FORBES - ARCHITECTS & ENGINEERS TACOMA, WASHINGTON		DRAWING NUMBER S.T.P. A-2
BROWN AND CALDWELL - CIVIL AND CHEMICAL ENGINEERS SAN FRANCISCO, CALIFORNIA		
DESIGNED BY DRAWN BY CHECKED BY APPROVED BY DATE: MARCH 21, 1961	APPROVED <i>[Signature]</i> <i>[Signature]</i> <i>[Signature]</i> <i>[Signature]</i>	PROJECT NUMBER 11 OF 63

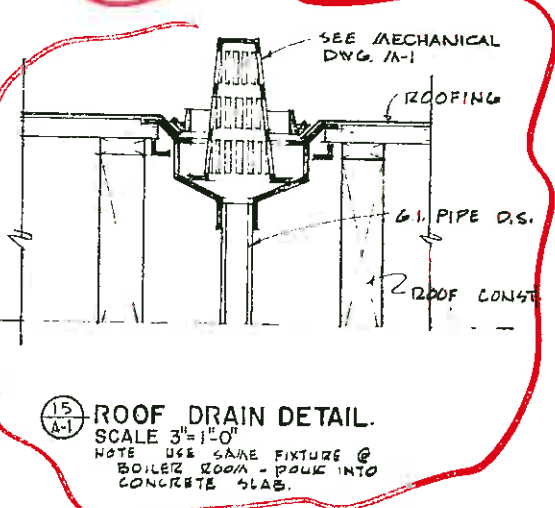




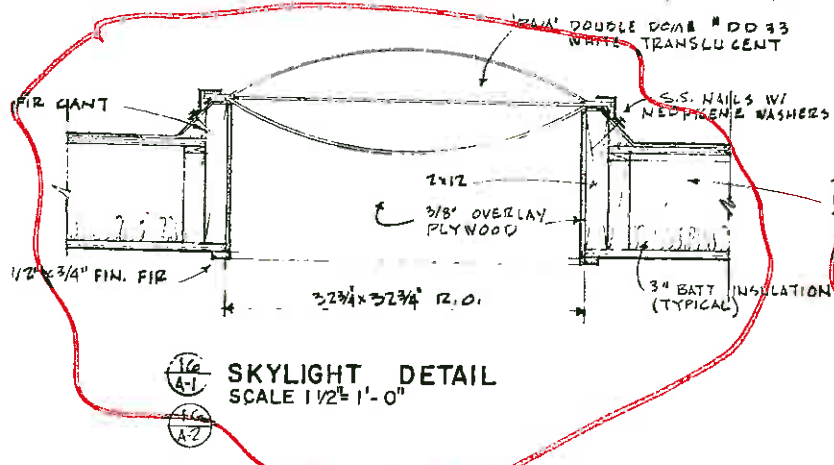
WALL SECTIONS SCALE 3/4"=1'-0"
SEE FOOTING & DIMENSIONS & REINF.
DRAWING NO. S-1



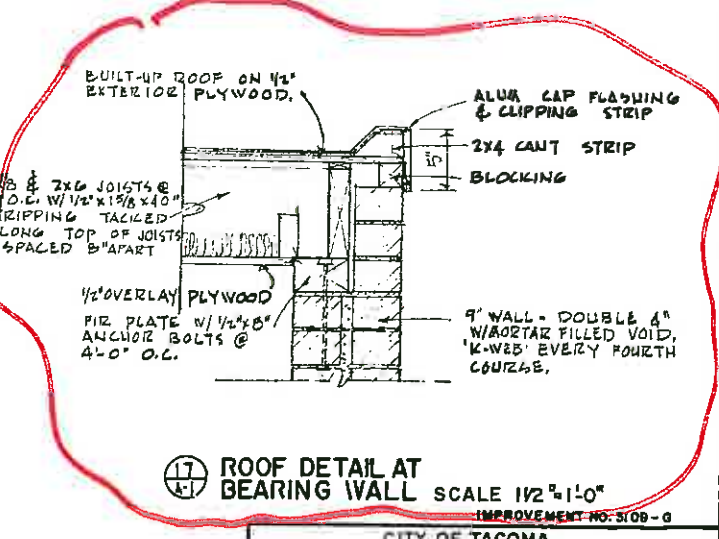
CHLORINE STORAGE HOIST RAIL
DETAILS SCALE 1/2"=1'-0"



15 ROOF DRAIN DETAIL.
SCALE 3"=1'-0"
NOTE: USE SAME FIXTURE @
BOILER ROOM - POUR INTO
CONCRETE SLAB.

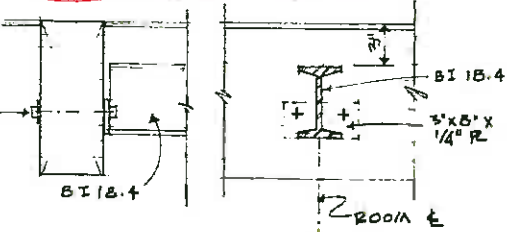


16 SKYLIGHT DETAIL
SCALE 1/2"=1'-0"

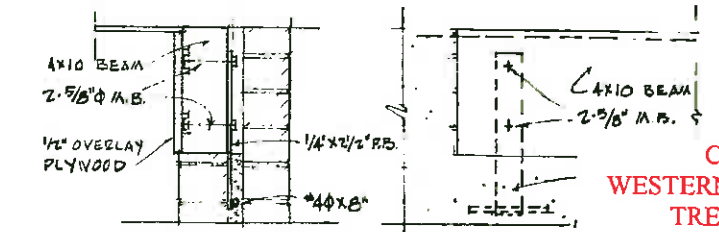


17 ROOF DETAIL AT
BEARING WALL SCALE 1/2"=1'-0"

NOTE: WORK PERTAINING TO
WS WWTP #2 OPERATIONS
BUILDING ROOF REPLMT - CLOUDED
IN RED.



18 GARAGE HOIST RAIL
SCALE 1/2"=1'-0"



19 GARAGE DOOR BEAM
SCALE 1/2"=1'-0"



CITY OF TACOMA
WESTERN SLOPES WASTEWATER
TREATMENT PLANT #2:
OPERATIONS BUILDING
ROOF REPLACEMENT II
ES15 - 0349N

CITY OF TACOMA WESTERN SLOPES SEWERAGE PROJECT	
SEWAGE TREATMENT PLANT OPERATIONS BUILDING WALL SECTIONS, DETAILS	
WORTHEN WING BEIPERT & FORBES - ARCHITECTS & ENGINEERS TACOMA, WASHINGTON	
BROWN AND CALDWELL - CIVIL AND CHEMICAL ENGINEERS SAN FRANCISCO, CALIFORNIA	
DESIGNED BY WALL DRAWN BY WALL CHECKED BY S. APPROVED BY S. DATE MARCH 21, 61	APPROVED BY S. DATE MARCH 21, 61
DRAWING NUMBER S.T.P. A-3	SHEET NUMBER 12 OF 63



CITY OF TACOMA
WESTERN SLOPES WASTEWATER
TREATMENT PLANT #2:
OPERATIONS BUILDING
ROOF REPLACEMENT II
ES15 - 0349N

PART VI

**WASHINGTON STATE
PREVAILING
WAGE RATES**

PREVAILING WAGE RATES

FOR

PIERCE COUNTIES

Effective date September 23, 2015

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

PREVAILING WAGE RATES

FOR

PIERCE COUNTIES

APPRENTICES

Effective date September 23, 2015

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



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 form will be returned for correction ([see back](#)).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS ↓
 Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person			Phone Number
County where work will be performed		City where work will be performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____		Expected job start date (mm/dd/yy)	
Will employees perform work on this project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below. (If you choose "No" and this changes later, you certify that you will submit a new form listing workers.)		Do you intend to use subcontractors? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you intend to use apprentice employees? <input type="checkbox"/> Yes <input type="checkbox"/> No		Responding "Yes" to either of the questions above will then require you to list the subcontractor, their UBI #, and Contractor Registration # (if they are required to have one) on Addendum B of the Affidavit of Wages Paid form.	
Craft/trade/occupation. (Do NOT list apprentices.) When using employees in more than one craft, each craft transition must be accurately recorded on the time sheet.		Estimated number of workers	Rate of hourly pay
			Rate of hourly fringe benefits
<h1>SAMPLE ONLY</h1>			

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email Address	Phone Number
For L&I Use Only	
APPROVED:	Department of Labor and Industries
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax) or time and materials, if applicable.	\$ _____
I hereby certify that the information, including any addendums, is 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.	
Title	Signature

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$40 or \$ _____
Issued By: _____	

INSTRUCTIONS TO COMPLETE THE
STATEMENT OF INTENT TO PAY PREVAILING WAGES

Starting in the upper right hand corner of the form:

***Required Fields**

***Project Name:** This is the name given to the prime contractor by the awarding agency.

***Contract #:** This is the number of the contract assigned by the awarding agency to the prime contractor.

***Contract Awarding Agency:** This is the name of the public agency that awarded the contract.

Address, City, State, ZIP +4: This is the address of the contract awarding agency.

Awarding Agency Project Contact Person & Phone #: This is the contact at the awarding agency for this project.

***Approved form will be mailed to this address:** You need to find out where the form should be mailed from the Prime Contractor or the Awarding agency.

***County where work will be performed:** This is the county in which the actual work was performed.

City where work will be performed: This is the city in which the work was performed. If the work was performed outside the limits of any city, write "N/A" in this space

***Bid Due Date:** This is the date that the prime contractor turned in their bid to the awarding agency. (month/day/year)

***Date Contract Awarded –** This is the date the contract was awarded to the prime contractor by the awarding agency. (month/day/year)

***Prime Contractor, Contractor Registration #, UBI#, and Phone #:** These are all the prime's information and need to be listed on the form. **Please note: this may not be the contractor who hired you – this is the general contractor who has the contract with the awarding agency.**

***Number of Owner/Operators that Performed Work on the Project that Own 30% or More of the Company:** Only list them if they performed work – if there were none then put zero.

***Will Employees Perform Work on this Project:** Need to circle yes or no. If yes then you need to list the trades and occupations otherwise, if no, then you do not have to put anything.

***Will all Work be Subcontracted:** If all work was performed by subcontractors, check the appropriate box.

***Do you intend to use subcontractors:** If part of the work was performed by subcontractors, check the appropriate box.

***Expected Job Start Date:** This is the date that you begin work on the project.

***Do you intend to use apprentices:** Please note that apprentices are considered employees.

***Craft/trade occupation –** List each craft/trade/occupation of workers employed on this project. If this is residential, landscape, or underground sewer and water construction, please state so on the form. If operating engineers and/or truck drivers were used, describe the type, and list the size or rated capacity of the equipment. If you indicated owners/partners in the question above and you also indicated no employees then just put N/A in this section. (Individuals who own less than 30% of the company are not considered to be owners/operators, and must be paid prevailing wage.)

***Estimated Number of Workers:** List the number of journey-level workers employed for each craft/trade/occupation on this project. This cannot be a range (i.e. 1-2 or 2-4, etc.)

***Rate of Hourly Pay:** Enter the rate of hourly pay for each craft/trade/occupation. Enter the rate of hourly pay as defined by RCW 39.12.010, that you actually provided to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for the "Rate of Hourly Fringe Benefits", if any, must equal or exceed the Prevailing Wage rate.

***Rate of Hourly Fringe Benefits:** Enter the rate of hourly fringe benefits. This is the cost of fringe benefits, as defined by RCW 39.12.010, that you actually paid to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for "Rate of Hourly Fringe Benefits", if any, must equal or exceed the prevailing rate of wage.

***Indicate total dollar amount of your contract or time and materials if applicable:** Time and material is allowed on the Statement of Intent of Pay Prevailing Wages but will not be on the Affidavit to Pay Prevailing Wages.

***Company Name:** Indicate your company's name, address, phone number, and the signature of an authorized company representative with date signed. (Contractor registration number begins with the first letters of company name).

If there is not enough space to list all required information on one form, use additional Intent forms as needed. Please indicate at the top of each form "Page 1 of 2", "Page 2 of 2", etc. No additional fee is required. No other attachments will be accepted.

Approval of this Intent will be based on the information provided by the contractor/subcontractor. It does not signify approval of the classifications of labor used by the contractor/subcontractor.

L&I will mail the approved white copy of this Intent to the organization provided on the front of this form. Make a copy for your records.

Prevailing wage rates are available on the Internet at <http://www.lni.wa.gov/TradesLicensing/PrevWage>

Please submit both copies (white and canary) and the \$40 filing fee to:

**Management Services
Dept. of Labor and Industries
PO Box 44835
Olympia, WA 98504-4835
(360) 902-5335**



AFFIDAVIT OF WAGES PAID

Public Works Contract

\$40.00 Filing Fee Required

Affidavit ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS

Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person			Phone Number
County where work was performed		City where work was performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Date work completed (mm/dd/yy)		Date Intent filed (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____			
Did Employees Perform Work on this Project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below.			
Was all work subcontracted?		Did you use subcontractors?	
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Responding "Yes" to either of the above questions will require that you fill out Addendum B, List of Next Tier Subcontractors .			
Job start date (mm/dd/yy)			

Prime Contractor (has contract with the public agency) Prime's Phone Number

Prime's Contractor Registration Number Prime's UBI Number

Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____

Did Employees Perform Work on this Project? Yes No If "Yes", please list worker's craft/trade/occupation below.

Craft/trade/occupation and apprentices. (For apprentices, give name, registration #, trade, dates of work on project, stage of progression, wage and fringe.)

Number of workers	Total # of hours worked – ea. trade	Rate of hourly pay	Rate of hourly fringe benefits

SAMPLE ONLY

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email address	Phone Number
For L&I Use Only	
APPROVED:	Department of Labor and Industries
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax.)	\$
I hereby certify that the information, including any addendums, 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.	
Title	Signature

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$40 or \$ _____
Issued By: _____	

INSTRUCTIONS TO COMPLETE THE
AFFIDAVIT OF WAGES PAID

Starting in the upper right hand corner of the form:

***Required Fields**

- *Project Name:** This is the name given to the prime contractor by the awarding agency.
- *Contract #:** This is the number of the contract assigned by the awarding agency to the prime contractor.
- *Contract Awarding Agency:** This is the name of the public agency that awarded the contract.
- Address, City, State, ZIP +4:** This is the address of the contract awarding agency.
- Awarding Agency Project Contact Person & Phone #:** This is the contact at the awarding agency for this project.
- *Approved form will be mailed to this address:** You need to find out where the form should be mailed from the Prime Contractor or the Awarding agency.
- *County where work was performed:** This is the county in which the actual work was performed.
- City where work was performed:** This is the city in which the work was performed. If the work was performed outside the limits of any city, write "N/A" in this space
- *Bid Due Date:** This the date that the prime contractor turned in their bid to the awarding agency. (month/day/year)
- *Date Contract Awarded –** This is the date the contract was awarded to the prime contractor by the awarding agency. (month/day/year)
- *Prime Contractor, Contractor Registration #, UBI#, and Phone #:** These are all the prime's information and need to be listed on the form.
Please note: this may not be the contractor who hired you – this is the general contractor who has the contract with the awarding agency.
- *Date Work Completed:** This is the date you completed work on the project. You cannot have a date in the future.
- *Date Intent Filed:** This is the date you filed your intent with the Department. An affidavit cannot be approved without the Statement of Intent to Pay Prevailing Wages being filed.
- *Intent ID #:** This can be found at the top of the form and is five numbers long.
- *Number of Owner/Operators that Performed Work on the Project that Own 30% or More of the Company:** Only list them if they performed work – if there were none then put zero.
- *Did Employees Perform Work on this Project:** Need to circle yes or no. If yes then you need to list the trades and occupations otherwise, if no, then you do not have to put anything.
- *Was all Work Subcontracted?:** If all work was performed by subcontractors, check the appropriate box.
- *Did you use subcontractors?:** If part of the work was performed by subcontractors, check the appropriate box.
- *Job Start Date:** This is the date that you begin work on the project.
- *Craft/trade occupation –** List each craft/trade/occupation of workers employed on this project. If this is residential, landscape, or underground sewer and water construction, please state so on the form. If operating engineers and/or truck drivers were used, describe the type, and list the size or rated capacity of the equipment. If you indicated owners/partners in the question above and you also indicated no employees then you do not need to fill in this section. (Individuals who own less than 30% of the company are not considered to be owners/operators, and must be paid prevailing wage.) Use Attachment A for additional occupations that will not fit on this form.
- *Number of Workers:** List the number of journey-level workers employed for each craft/trade/occupation on this project.
- *Total Number of Hours Worked:** List the total number of hours worked for each craft/trade/occupation.
- *Rate of Hourly Pay:** Enter the rate of hourly pay for each craft/trade/occupation. Enter the rate of hourly pay as defined by RCW 39.12.010, that you actually provided to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for the "Rate of Hourly Fringe Benefits", if any, must equal or exceed the Prevailing Wage rate.
- *Rate of Hourly Fringe Benefits:** Enter the rate of hourly fringe benefits. This is the cost of fringe benefits, as defined by RCW 39.12.010, that you actually paid to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for "Rate of Hourly Fringe Benefits", if any, must equal or exceed the prevailing rate of wage.
- Apprentices:** If apprentices were employed on this project, list each by name, registration number, craft, stage of progression, beginning and ending dates of work performed on this project, and rate of hourly pay and fringe benefits. Any workers not registered with the Washington State Apprenticeship and Training Council must be paid prevailing journeyman wages. Any apprentice not registered with the Washington State Apprenticeship and Training Council within 60 days of hiring must be paid prevailing journeyman wages for the time preceding the date of registration. To verify apprenticeship registration and status, call (360) 902-5324.
- *Indicate total dollar amount of your contract:** Including sales tax (No Time & Material allowed)
- *Company Name:** Indicate your company's name, address, phone number, and the signature of an authorized company representative with date signed. (Contractor registration number begins with the first letters of company name).

If there is not enough space to list all required information on one form, use additional Intent forms as needed. Please indicate at the top of each form "Page 1 of 2", "Page 2 of 2", etc. No additional fee is required. No other attachments will be accepted.

Approval of this Affidavit will be based on the information provided by the contractor/subcontractor. It does not signify approval of the classifications of labor used by the contractor/subcontractor.

L&I will mail the approved white copy of this Affidavit to the organization provided on the front of this form. Make a copy for your records.

Prevailing wage rates are available on the Internet at <http://www.lni.wa.gov/TradesLicensing/PrevWage>

Please submit both copies (white and canary) and the \$40 filing fee to:

**Management Services
Dept. of Labor and Industries
PO Box 44835
Olympia, WA 98504-4835
(360) 902-5335**