



**CITY OF TACOMA**

**NOTICE OF A SMALL WORKS ROSTER CONTRACTING OPPORTUNITY**

*April 7, 2015*

**Request for Bids**

**Specification No. ES14-0601S**

**Project Scope: Western Slopes Wastewater Treatment Plant Operations Building  
Roof Replacement**

At the contractor's discretion, 50% retainage may be held in lieu of Performance Bond for projects \$35,000 or less.

To view and download an electronic copy of the complete bid solicitation document, visit the City of Tacoma's [Small Works Roster](#) website and click on "SWR Solicitations" in the left column, then select the specification number referenced above.

*This solicitation document is available via the City's website only. If you prefer that a different e-mail address be used to notify your company of SWR opportunities, please contact the City of Tacoma Purchasing Division at email [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org) to update your company information. Include the Specification No. in your correspondence.*



City of Tacoma

REQUEST FOR BIDS

Specification No. ES14-0601S

Western Slopes Wastewater Treatment Plant Facility Operations Building  
Roof Replacement

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 35<sup>th</sup> 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, Thursday, April 30, 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:

**Tuesday, April 21, 2015; 10:00 a.m., Pacific Time.**

Location: 8102 Olympic Blvd  
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](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.



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

**CITY OF TACOMA**  
**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, April 24, 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](mailto:bids@cityoftacoma.org)

**DELIVERY**

City of Tacoma Purchasing Division  
Tacoma Public Utilities  
Administration Building North – Main Floor  
3628 South 35<sup>th</sup> 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.

## 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.

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

## GENERAL PROVISIONS – SMALL WORKS ROSTER

### Public Works and Improvements Contracts of Less Than or Equal to \$200,000

*(Revised January 2012)*

Only contractors notified directly by the City of Tacoma regarding this solicitation may respond. If you did not receive notice directly from the City regarding this solicitation you are not eligible to participate. Additionally, only contractors that have received notice from the City confirming they are on Tacoma's small works roster are eligible to participate in the City's Small Works Roster program.

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

## SECTION II – CONTRACT REQUIREMENTS

### 2.01 CONTRACTOR

As used herein, the "Contractor" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Vendor, Proposer, Bidder, Seller, Merchant, Service Provider or otherwise.

### 2.02 CONTRACTOR'S RESPONSIBILITY

#### A. Contract Documents

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

#### B. 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.

### 2.03 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/project manager for determination. Failure to submit the discrepancy issue to the engineer/project manager shall result in the Contractor's actions being at his/her own risk and expense. The



engineer/project manager shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.

## **2.04 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 does not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the engineer/project manager.

The Contract shall be carried out under the general control of the representative of the particular department/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 department/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 non-delegable 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.

## **2.05 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.

## **2.06 INDEMNIFICATION – HOLD HARMLESS**

### **A. Indemnification**

The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, agents, employees and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the City, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Respondent specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

These indemnifications shall survive the termination of this Contract.

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

## **2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT**

### **A. Assignment**

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

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

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

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

## **2.08 DELAY**

### **A. Extension of Time**

With the written approval of the project manager or his/her designee, the Contractor may be granted additional time for completion of the work required under this Contract, if, in the project manager'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/project manager of the particular department/division involved in administering this Contract.

## **2.09 GUARANTEE**

### **A. Guarantee for Construction, Labor or Services Contract**

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and

pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

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

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

**B. Guarantee for Supply Contracts**

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

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

**C. Guarantee Period Extension**

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

**2.10 DEDUCTIONS FOR UNCORRECTED WORK**

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

**2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT**

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.

**2.12 LIENS**

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

**2.13 PRICE, RISK OF LOSS, DELIVERY**

**A. Firm Prices/Risk of Loss**

All prices shall remain firm during the term of this Contract. All prices shall be FOB, the place of destination (as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with contractor/Supplier until delivery is tendered unless otherwise stated in these Specifications.

**B. Delivery**

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). Failure to make timely delivery shall be cause for termination of the order and return of all or part of the items at Contractor/Supplier expense except in the case of force majeure.

**2.14 COMPENSATION**

The City shall compensate the Contractor in accordance with the Contract. Said compensation shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor.

**2.15 INCURRED COSTS**

The City of Tacoma is not liable in any way for any costs incurred by respondents replying to this solicitation.

**2.16 INVOICES**

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

Accounts Payable  
City of Tacoma  
PO Box 1717  
Tacoma, WA 98401-1717

Any terms, provisions or language in Contractor's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

**2.17 PAYMENT TERMS**

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice OR City department payment request. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained, and a properly

completed invoice is received by the City. 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.

Contractors with annual gross revenues below \$250,000 who are awarded contracts of less than or equal to \$100,000, who have completed mutually agreed upon quantities of work, shall be paid within 10 business days, less five percent retainage, unless waived, provided they have complied with all contractual requirements, including but not limited to receipt by the city of certified payrolls, statement of intents to pay, etc., of the contract at the time of payment.

#### **2.18 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 bidder 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 bidder 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 bidder's expense.
- C.** When a brand name, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified. If more than one brand name is specified, bidders must clearly indicate the brand and model/part number being bid.

#### **2.19 COOPERATIVE PURCHASING**

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Contractor, incorporating the terms and conditions of this Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be the Contractor's responsibility to inform such public agencies of this Contract. Contractor shall invoice such public agencies as separate entities

#### **2.20 INCREASE OR DECREASE IN QUANTITIES**

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

#### **2.21 EXTENSION OF CONTRACT**

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

#### **2.22 ENTIRE AGREEMENT**

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

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## GENERAL PROVISIONS – SMALL WORKS ROSTER

### SECTION III – CONSTRUCTION AND/OR LABOR CONTRACTS

#### 3.01 BIDDER'S DUTY TO EXAMINE

The Bidder 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 Bidder by reason of any error or neglect on Bidder's part, for such uncertainties as aforesaid.

#### 3.02 PERMITS

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

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

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

The City may have indicated on the plans and specifications the existence of certain underground facilities that are known to the City department/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 (department/division responsible for this Contract) for said "changed or differing" conditions unless said City department/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.

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

### **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 Power Division circuits.

The Inspector and/or engineer/project manager 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/project manager 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/project manager 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/project manager 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 these specifications, 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, [Prevailing Wage Section](#), 866-219-7321, 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/project manager 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 project manager 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 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/project manager 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/project manager 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/project manager 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/project manager 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/project manager 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/project manager 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 project manager 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. In addition to the Department of Revenue requirements, releases from the state of Washington Labor & Industries and Employment Securities must be received.
- B.** Provide the General Release and Final Contract Verification to the City of Tacoma on the form set forth in these Contract documents, if applicable;

- 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 Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages 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 Bidder 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 Intentionally Omitted.**

### **3.17 PERFORMANCE BOND / RETAINAGE**

#### **Retainage**

As provided for in RCW 60.28, five percent of moneys earned by the contractor will be retained for a period of 45 days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

#### **Performance Bond**

The successful Bidder shall provide a performance bond, including power of attorney, for 100 percent of the amount of his/her bid (excluding sales taxes), to ensure 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. If a bond is requested 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.

For contracts of less than or equal to \$100,000, the performance bond and/or retainage requirements may be waived on a case-by case basis for City of Tacoma Small Works Roster firms whose annual gross revenue is below \$1,000,000.

### 3.18 SUPPLEMENTAL BIDDER CRITERIA

The bidder must also meet the following applicable supplemental criteria adopted by the City of Tacoma (excerpted from TMC Chapter 1.06.262 Evaluation of Submittals, Qualifications of Bidders and Respondents).

- A.** In determining the “lowest and best responsible bidder” for purchase of supplies, purchased services and public works, in addition to price, the following may be considered:
  - 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.
- B.** Intentionally Omitted.
- C.** Proof of Qualifications for Award. As a condition of accepting a submittal, the City may require respondents to furnish information, sworn or certified to be true, on the requirements of this Section. 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 meet all of the following requirements, any submittal from such respondent must be disregarded. In order to be considered a responsible bidder, the prospective bidder shall have all of the following qualifications:
  - 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.

### 3.19 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, **three days prior to the bid opening date**. 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](mailto:bids@cityoftacoma.org)

#### DELIVERY

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

The City will respond to the 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 notified Small Works Roster bidders.

### 3.20 DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the bidder responsibility criteria 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 within the timeline specified in the notification by presenting additional information to the City. The City will consider the additional information before issuing its final determination.

### 3.21 SUBCONTRACTOR RESPONSIBILITY

- A. The Contractor shall include the language of this 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.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  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 subcontract 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;
    - d. Have an electrical contractor license, if required by Chapter 19.28 RCW;
    - e. Have an elevator contractor license, if required by Chapter 70.87 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).

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# **SPECIFICATION NO. ES14-0601S**

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**BID PROPOSAL AND CONTRACT FORMS**



Proposer Name: \_\_\_\_\_

## PROPOSAL PAGE

### CITY OF TACOMA SPECIFICATION NO. ES14-0601S

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>ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>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>
SUB – TOTAL (excluding sales tax):				\$ _____
State Sales Tax (9.5%)				\$ _____
<b>GRAND TOTAL (Line 9 + Sales Tax):</b>				<b>\$ _____</b>

**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 35<sup>th</sup> Street, Tacoma, WA 98409. **See the Request for Bids page near the beginning of the specification for additional details.**

**REQUEST FOR BIDS SPECIFICATION NO. ES14-0601S**

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

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

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

**Non-Collusion Declaration**

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

\_\_\_\_\_  
Bidder/Proposer's Registered Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
E-Mail Address

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

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

\_\_\_\_\_  
State Contractor's License Number  
(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 \_\_\_\_\_ 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.

\_\_\_\_\_  
Project:

\_\_\_\_\_  
Contract Total: \$

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.

SAMPLE

- 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CITY OF TACOMA:

PRINCIPAL:

By: \_\_\_\_\_  
*City Manager / Director of Utilities/CEO*

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Director of Finance*

\_\_\_\_\_  
*Printed Name*

APPROVED AS TO FORM:

By: \_\_\_\_\_  
*City Attorney*

\_\_\_\_\_  
*Title*



# 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:

Principal:

\_\_\_\_\_  
*City Manager / Director of Utilities/CEO*

By: \_\_\_\_\_

\_\_\_\_\_  
*Finance Director*

Surety:

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_  
*City Attorney*

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE** DATE: 01/15/03

<b>PRODUCER</b> Brown & Brown of Washington, Inc. P. O. Box 1718 Tacoma WA 98402 Phone: 253-396-5500 Fax: 253-396-4500	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURERS AFFORDING COVERAGE</b>	

<b>INSURED</b>  General Contractors, Inc. Attn: John Boss 123 Main Street Tacoma WA 98401	INSURER A: CNA Insurance Company INSURER B: Safeco Insurance Company INSURER C: Fireman's Fund Insurance Company INSURER D: Washington State Fund (L&I) INSURER E: F.M. Global Insurance Company
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**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL12345678	01/01/03	01/01/04	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$100,000
					MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON - OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	BA554430	01/01/03	01/01/04	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY/INJURY (Per person)	\$
					BODILY/INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
					GARAGE LIABILITY	
C	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	UL987XS	01/01/03	01/01/04	AUTO ONLY - (Ea Accident)	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
					EACH OCCURRENCE	\$5,000,000
D	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY  STOP GAP LIABILITY	278000652	12/01/03	12/01/04	<input checked="" type="checkbox"/> WC STAT - UTILITY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
A		GL12345678	01/01/03	01/01/04	E.L. DISEASE - POLICY LIMIT	\$1,000,000
E	OTHER BUILDERS' RISK	COC78765	04/01/03	04/01/04	\$3,750,000 LIMIT, \$10,000 DED, SPECIAL FORM, INCL QUAKE & FLOOD	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 City of Tacoma is added as 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 \_\_\_\_\_).

<b>CERTIFICATE HOLDER</b>	Y	ADDITIONAL INSURED; INSURER LETTER A	<b>CANCELLATION</b>
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 INSURER 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 LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE John Q. Agent     John Q. Agent	





**BOND IN LIEU OF RETAINAGE**

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

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

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

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

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

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

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

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

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL: \_\_\_\_\_

SURETY: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Service:  
\_\_\_\_\_  
\_\_\_\_\_

Approved:  
\_\_\_\_\_  
Finance Director

Approved as to Form and Legality:  
\_\_\_\_\_  
Deputy/Assistant City Attorney

# GENERAL RELEASE TO THE CITY OF TACOMA

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

Signed at Tacoma, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_



## 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:

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

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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 Munciiipal 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:

<b>To Prime Contractor</b>	<b>No. of Sets</b>	<b>Basis of Distribution</b>
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**.

**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**  
**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"**

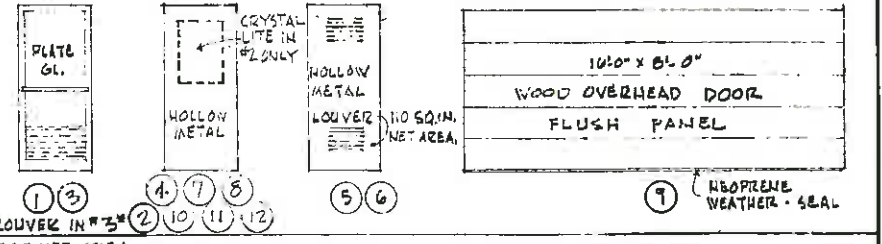


**ROOM FINISH SCHEDULE**

ROOM	FLOORS	BASE	WALLS	CLG.	PAINTING	REMARKS
CONTROL RM.	CONCRETE MONOLITHIC	VINYL	OVERLAY PLYWOOD	CONCRETE	PAINTING	
LABORATORY	VINYL TILE - WAXED	VINYL	OVERLAY PLYWOOD	CONCRETE	PAINTING	
BOILER RM.	CERAMIC TILE	VINYL	OVERLAY PLYWOOD	CONCRETE	PAINTING	
WASH ROOM	CERAMIC TILE	VINYL	OVERLAY PLYWOOD	CONCRETE	PAINTING	
STORAGE	CERAMIC TILE	VINYL	OVERLAY PLYWOOD	CONCRETE	PAINTING	*SHOWER ONLY *UNDER CABINETS
HALL	CERAMIC TILE	VINYL	OVERLAY PLYWOOD	CONCRETE	PAINTING	
CHLORINATOR	CERAMIC TILE	VINYL	OVERLAY PLYWOOD	CONCRETE	PAINTING	
CHLORINE STOR.	CERAMIC TILE	VINYL	OVERLAY PLYWOOD	CONCRETE	PAINTING	
SHOP	CERAMIC TILE	VINYL	OVERLAY PLYWOOD	CONCRETE	PAINTING	
GARAGE	CERAMIC TILE	VINYL	OVERLAY PLYWOOD	CONCRETE	PAINTING	*UNDER CABINETS

**DOOR SCHEDULE**

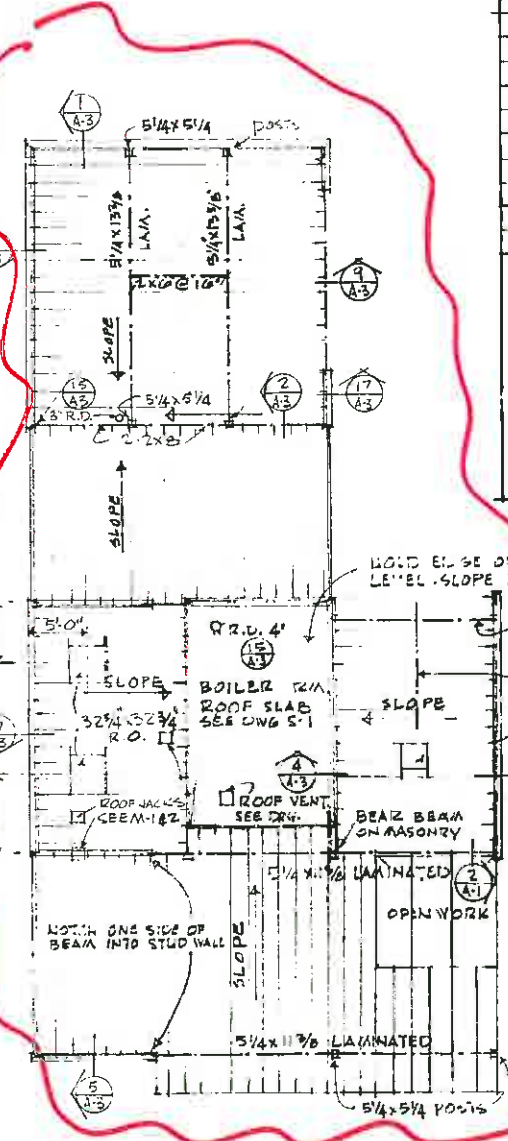
NO.	SIZE	MATERIAL	FIN	FRAME	FIN	THRESH.	REMARKS
1	38x78x1 3/4	ALUM.	-	ALUM.	-	ALUM.	
2	24x78x1 3/4	H. METAL	PAINT	H. METAL	PAINT	ALUM.	
3	38x78x1 3/4	ALUM.	-	ALUM.	-	ALUM.	
4	38x78x1 3/4	H. METAL	PAINT	ALUM.	-	ALUM.	
5	38x78x1 3/4	H. METAL	PAINT	H. METAL	PAINT	ALUM.	
6	24x78x1 3/4	H. METAL	PAINT	H. METAL	PAINT	ALUM.	
7	58x78x1 3/4	H. METAL	PAINT	H. METAL	PAINT	ALUM.	PAIR - CLASS 'D' LABEL
8	58x78x1 3/4	H. METAL	PAINT	H. METAL	PAINT	ALUM.	PAIR
9	168x88	WOOD	PAINT	TRACK	GALV.	ALUM.	PAIR - CLASS 'D' LABEL PAIR - SEE DWG. S-4
10	24x78x1 3/4	H. METAL	PAINT	H. METAL	PAINT	ALUM.	PAIR - SEE DWG. S-9
11	38x78x1 3/4	H. METAL	PAINT	H. METAL	PAINT	ALUM.	SEE DWG. S-9
12	38x78x1 3/4	H. METAL	PAINT	H. METAL	PAINT	ALUM.	SEE DWG. S-9



**CITY OF TACOMA  
WESTERN SLOPES WASTEWATER  
TREATMENT PLANT: #2  
OPERATIONS BUILDING  
ROOF REPLACEMENT  
ES14-0601S**

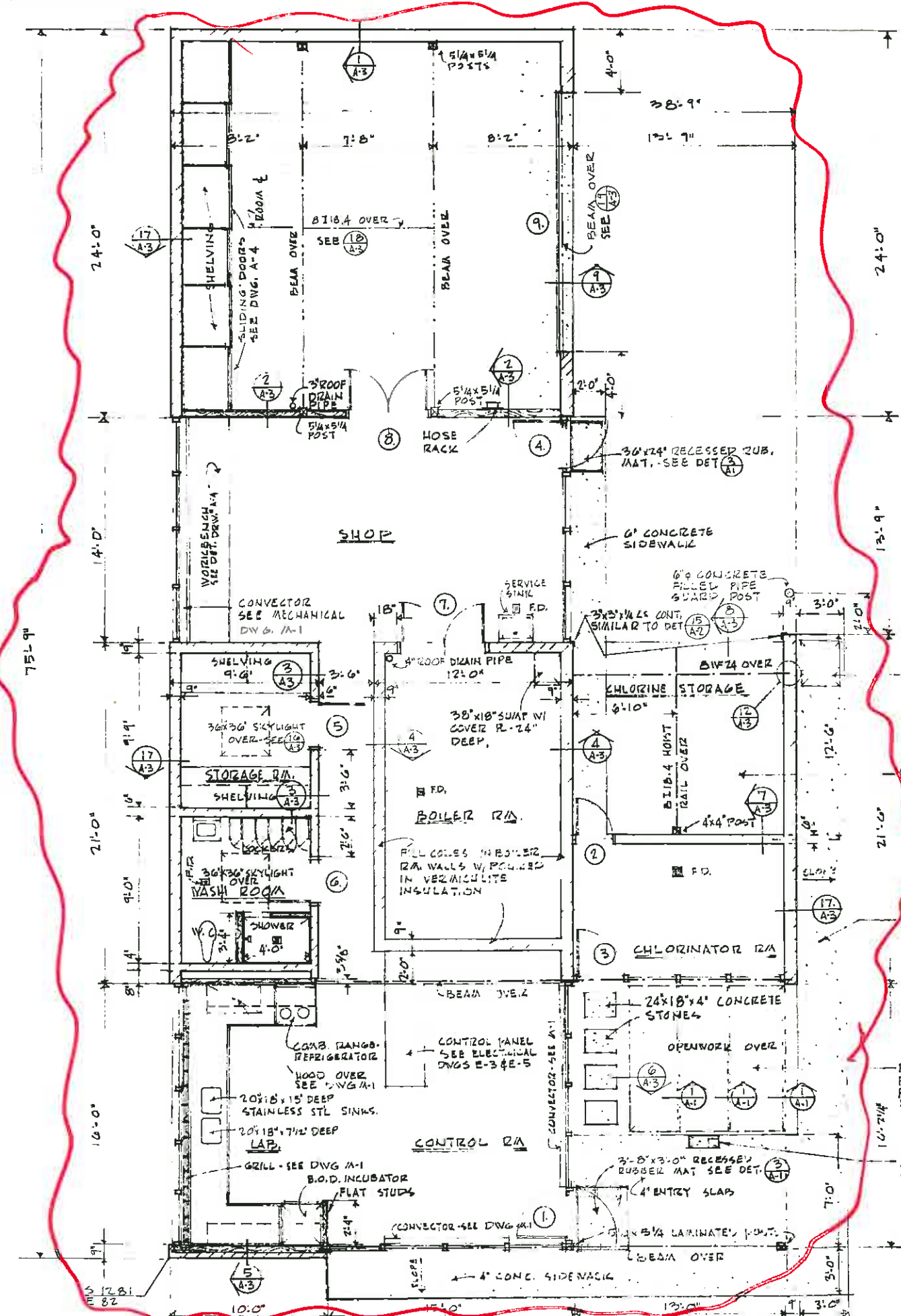
**CITY OF TACOMA  
WESTERN SLOPES SEWERAGE PROJECT  
SEWAGE TREATMENT PLANT  
OPERATIONS BUILDING  
FLOOR PLAN, FRAMING PLAN,  
SCHEDULES**

**WORTHEN WING SKIFFET & FORBES - ARCHITECTS & ENGINEERS  
TACOMA, WASHINGTON**  
**BROWN AND CALDWELL - CIVIL AND CHEMICAL ENGINEERS  
SAN FRANCISCO, CALIFORNIA**  
 DESIGNED BY: [Signature]  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]  
 DATE: MARCH 21, 1962  
 DRAWING NUMBER: **S.T.P. A-1**  
 SHEET NUMBER: **10 OF 63**



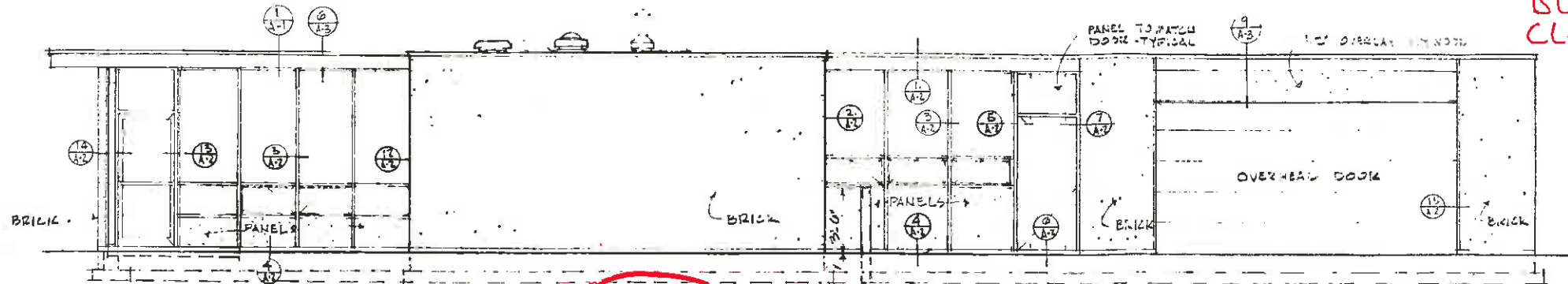
**ROOF FRAMING PLAN SCALE 1/8" = 1'-0"**

ALL JOISTS 2x8 @ 16" O.C. EXCEPT OVER GARAGE AREA 2x10 @ 16" AS SHOWN.  
 TACK 1/2" STRIPPING ALONG TOP OF JOISTS W/ 6" SPACE @ 48" O.C.  
 PROVIDE SCREENED VENTS AT ALL EXTERIOR EDGES OF SOPPIT AS DIRECTED BY ARCHITECT.

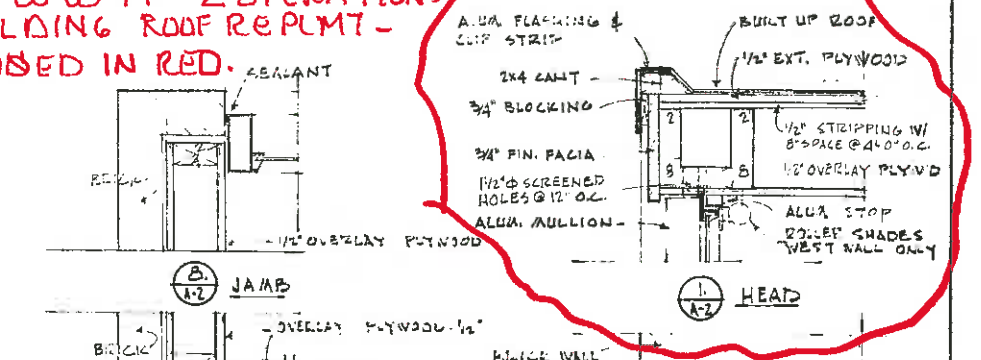


**FLOOR PLAN SCALE 1/4" = 1'-0"**

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



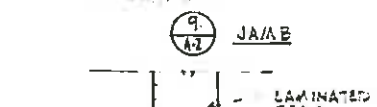
**EAST ELEVATION**  
SCALE 1/4" = 1'-0"



1 HEAD



8 JAMB



9 JAMB



10 HEAD



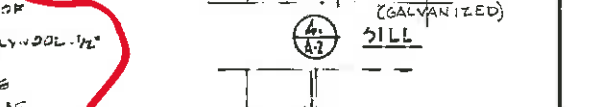
2 JAMB



3 MULLION



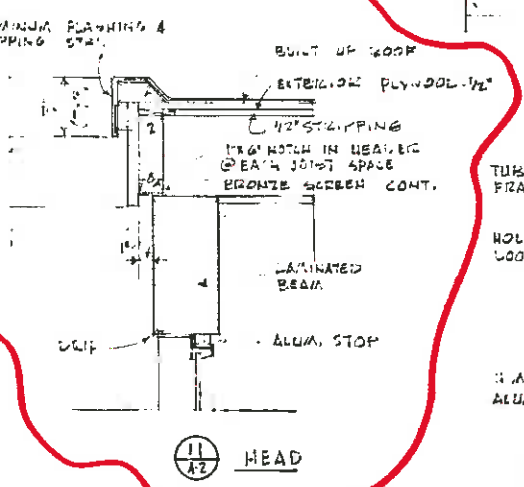
4 SILL



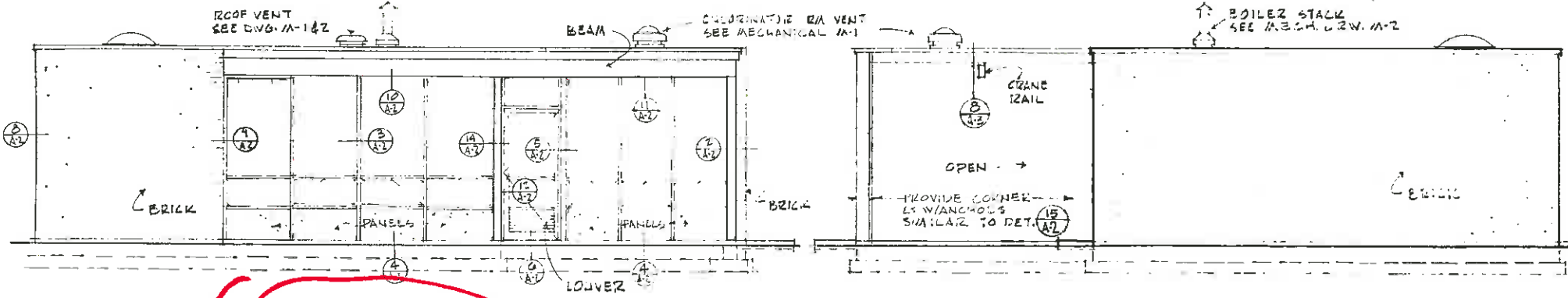
5 MULLION



6 SILL

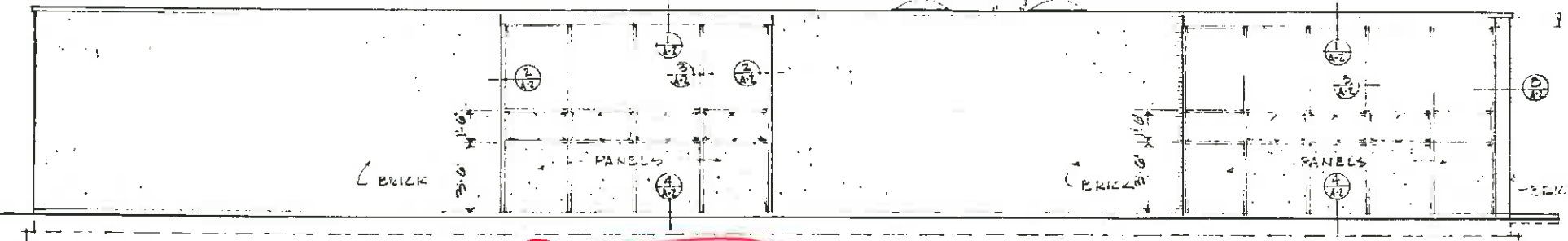


11 HEAD

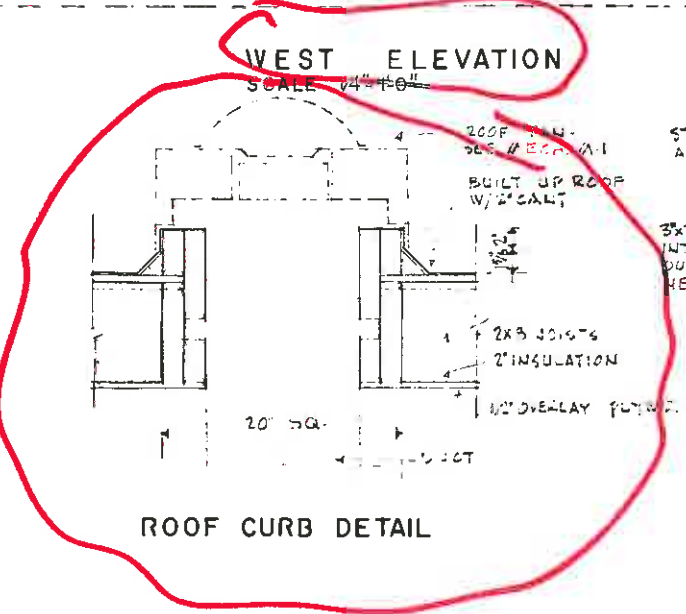


**SOUTH ELEVATION**  
SCALE 1/4" = 1'-0"

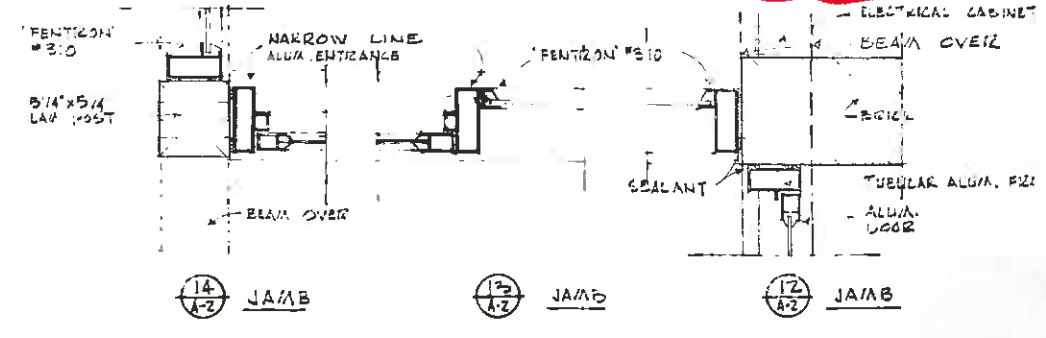
**NORTH ELEVATION**  
SCALE 1/4" = 1'-0"



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



**ROOF CURB DETAIL**



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

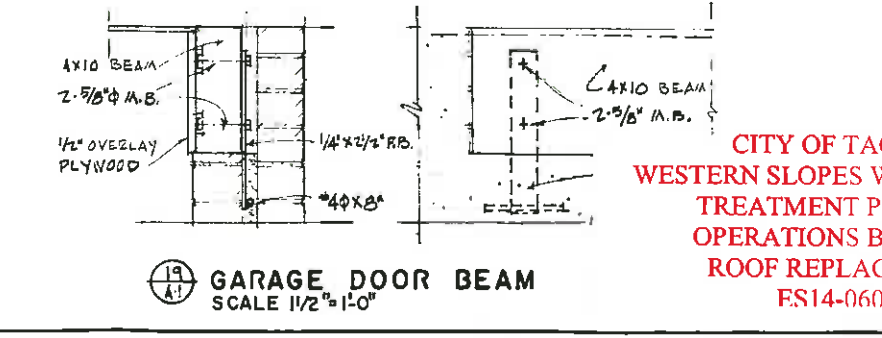
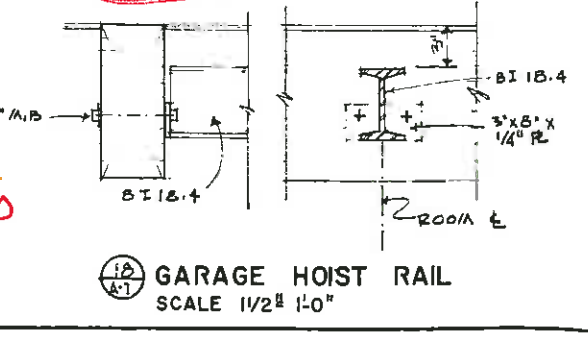
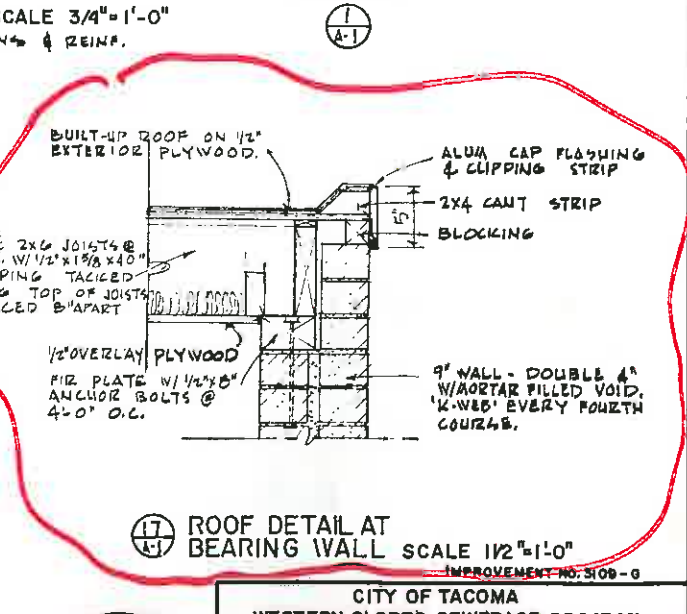
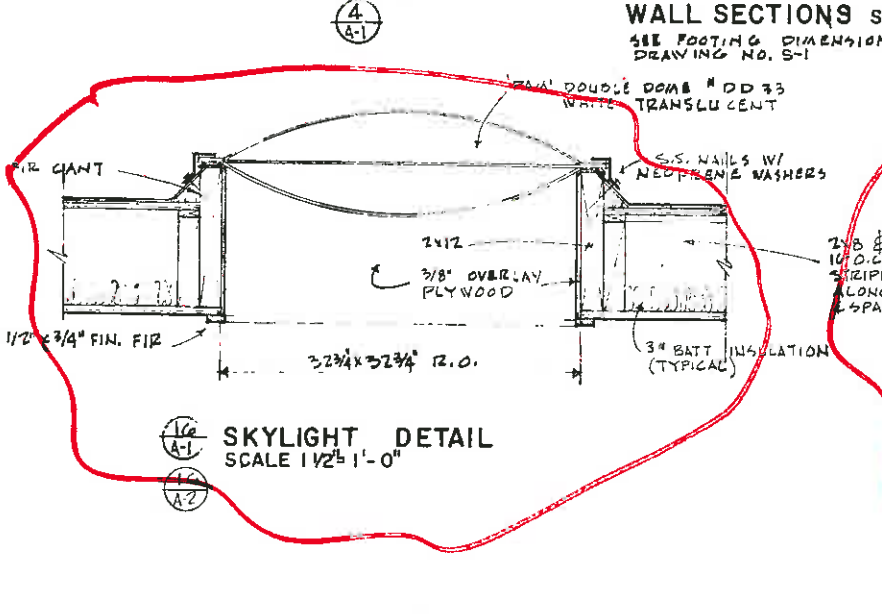
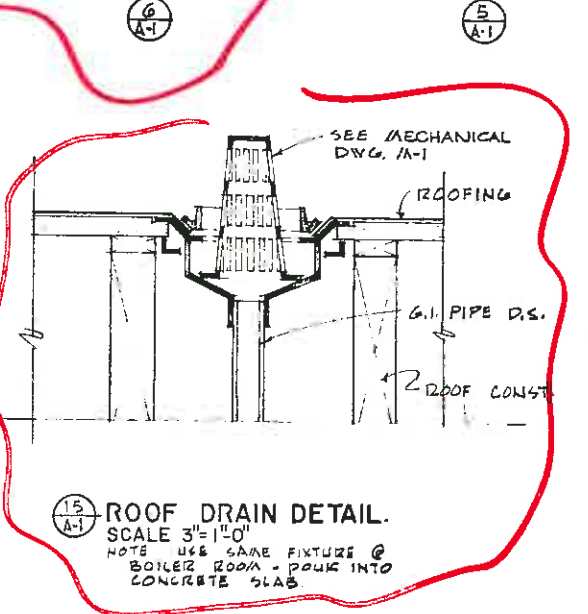
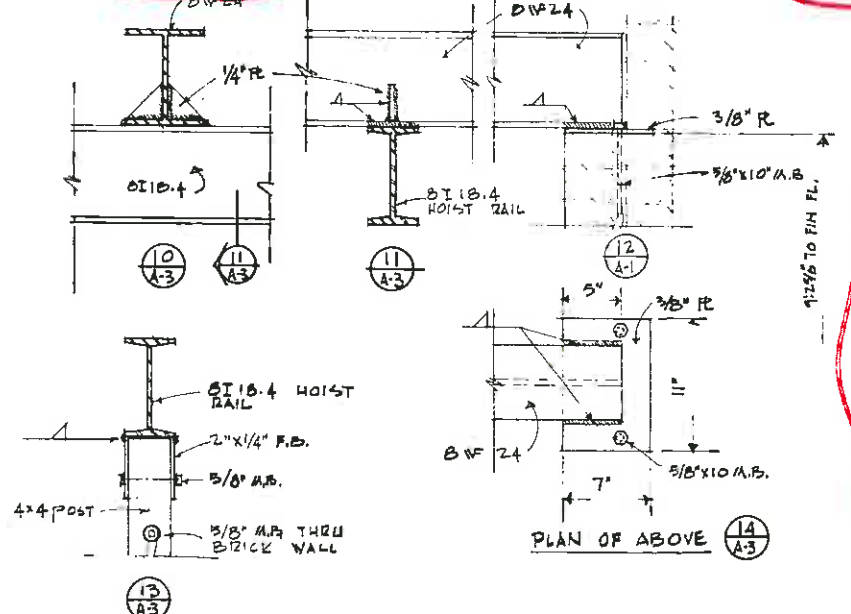
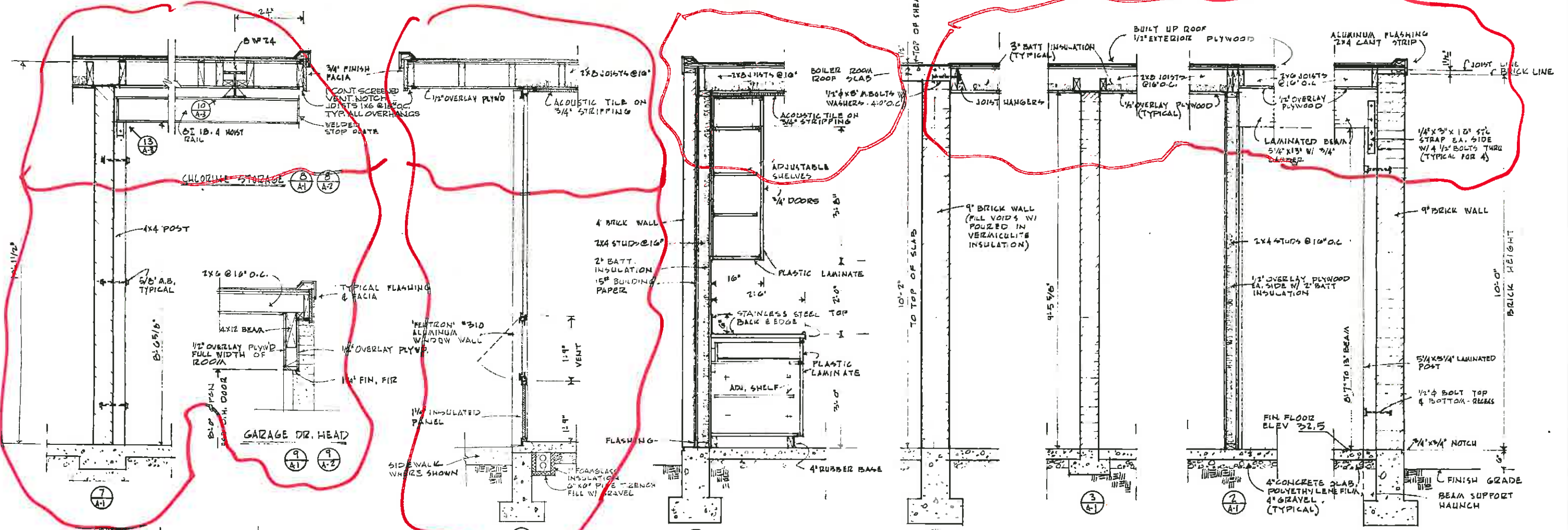
**CITY OF TACOMA**  
WESTERN SLOPES WASTEWATER  
TREATMENT PLANT: #2  
OPERATIONS BUILDING  
ROOF REPLACEMENT  
FS14-0601S

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

WORTHEN WING SEIFERT & FORBES - ARCHITECTS & ENGINEERS  
TACOMA, WASHINGTON  
BROWN AND CALDWELL - CIVIL AND CHEMICAL ENGINEERS  
SAN FRANCISCO, CALIFORNIA  
DESIGNED BY: [Signature]  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]  
DATE: MARCH 31, 1961  
DRAWING NUMBER  
**S.T.P. A-2**  
SHEET NUMBER  
**11 OF 63**







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

CITY OF TACOMA  
WESTERN SLOPES WASTEWATER  
TREATMENT PLANT: #2  
OPERATIONS BUILDING  
ROOF REPLACEMENT  
FS14-0601S



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





CITY OF TACOMA  
WESTERN SLOPES WASTEWATER  
TREATMENT PLANT: #2  
OPERATIONS BUILDING  
ROOF REPLACEMENT  
ES14-0601S

**PART V**

**WASHINGTON STATE  
PREVAILING  
WAGE RATES**



**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

Will <b>all</b> work be subcontracted? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you intend to use subcontractors? <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 <b>Addendum B</b> of the Affidavit of Wages Paid form.	

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

Will employees perform work on this project?  Yes  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.)

Expected job start date (mm/dd/yy)	Do you intend to use apprentice employees? <input type="checkbox"/> Yes <input type="checkbox"/> No
------------------------------------	--

**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

**SAMPLE  
 ONLY**

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email Address	Phone Number
<b>For L&amp;I Use Only</b>	
<b>APPROVED:</b> 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

<b>For L&amp;I Use Only</b>	
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: _____		Intent ID # _____	
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 <u>all</u> work subcontracted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
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.		Did you use subcontractors? <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? <input type="checkbox"/> Yes <input type="checkbox"/> 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
<b>For L&amp;I Use Only</b>	
<b>APPROVED:</b> 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

<b>For L&amp;I Use Only</b>	
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.
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- \***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**

PREVAILING WAGE RATES

FOR

PIERCE COUNTY

Effective date April 30, 2015

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

PREVAILING WAGE RATES

FOR

PIERCE COUNTY

APPRENTICES

Effective date April 30, 2015

See Department of Labor and Industries URL link

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