



**CITY OF TACOMA**

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

**February 24, 2016**

**Request for Bids**

**Specification No. PG16-0109S**

**Project Scope: LaGrande Residence #2 HVAC 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.*

## BIDDER'S CHECK LIST

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

- (a) Signature page.

To be completed and signed by the bidder.

- (b) Schedule of bid price.

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

- (c) ~~Proposal data sheets (required when included in the proposal).~~

- (d) Contractor's Record of Prior Contracts **(required/not required)**.

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

- (f) State Responsibility and Reciprocal Bid Preference Form **(required/not required)**.

- ~~(g) Bid bond or certified check (for construction contracts only).~~

~~Each bid must be accompanied by a certified or cashier's check for 5 percent of the total amount bid, or an approved bid bond by a surety company authorized to do business in the State of Washington. See General Provisions 1.04.~~

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

- ~~(i) **CONSTRUCTION CONTRACTS:** Bid proposals for contractor labor must include fully completed "SBE Utilization Form" and "Prime Contractors Pre-Work Form".~~

~~**NON-CONSTRUCTION CONTRACTS:** Bid proposals for material and services must include fully completed "Personnel Inventory Form".~~

- ~~(j) "Submittals Required with Bid" as are listed in the Special Provisions Section — Submittals and Shop Drawings (for construction contracts) or Submittals Section (for supply contracts).~~

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

- (a) Contract

This agreement is to be executed by the successful bidder.

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

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

- (c) Contractor's Work Hazard Analysis Report (for construction contracts only)

- (d) General Release to the City of Tacoma (for construction contracts only).

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



## City of Tacoma

### REQUEST FOR BIDS

#### Specification No. PG16-0109S LaGrande Residence #2 HVAC 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, Monday, March 14<sup>th</sup>, 2016**

**Note:** 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. You may want to review the bid holders list for subcontracting opportunities. 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.

**Project Scope:**

Remove and replace the complete HVAC system. This included, but not limited to, supply and return air ductwork, indoor air handler, outdoor heat pump, refrigerant piping, control wire, thermostat, grilles, and any other accessories.

**Project Location:**

LaGrande Office Building  
46502 Mountain Highway East.  
LaGrande, WA 98348

**Estimate:** \$25,000

**Contacts:** Samol Hefley at [shefley@cityoftacoma.org](mailto:shefley@cityoftacoma.org) 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, **Wednesday, March 9, 2016**. 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.

## 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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**CITY OF TACOMA  
STANDARD TERMS AND CONDITIONS  
SECTION 1 – SOLICITATION**

THE FOLLOWING TERMS AND CONDITIONS ARE PART OF THIS SPECIFICATION AND ARE BINDING ON ALL RESPONDENTS SUBMITTING RESPONSES TO REQUESTS FOR BIDS, PROPOSALS, QUALIFICATIONS AND INFORMATION.

**1.01 DELIVERY OF SUBMITTALS TO THE CITY'S PURCHASING DIVISION**

Submittal packages must be received by the City's Purchasing Division, Tacoma Public Utilities Administration Building, Main Floor, 3628 South 35<sup>th</sup> Street, Tacoma, WA 98409-3115, prior to the scheduled time and date stated in the solicitation announcement. ~~Each submittal, intact and bound, shall be completely sealed, with the name of the submitting party (hereinafter "Respondent"), the specification number and title clearly marked on the exterior of the package.~~ City offices are not open for special mail or other deliveries on weekends and City holidays.

Submittals may be delivered to the City by mail or in person; however, **the Respondent is solely responsible for timely delivery of its submittal to the Purchasing Division.**

~~Facsimile (fax) copies of submittals for requests for sealed bids, requests for proposals, requests for qualifications and requests for information will not be accepted at any City fax machine.~~

Submittals received after the time stated in the solicitation announcement will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a submittal has been timely received, the City's Purchasing Division may rely on Universal Coordinated Time from the National Bureau of Standards as reported by <http://www.greenwichmeantime.com/>

**1.02 WITHDRAWAL OF SUBMITTALS**

**A. Prior to Submittal Deadline (Bid Opening)**

Submittals may be withdrawn prior to the scheduled submittal deadline by providing written notice to the City's Purchasing Division. The notice may be submitted in person or by mail; however, it must be received by the City's Purchasing Division prior to the submittal deadline.

**B. After Submittal Deadline**

No submittal can be withdrawn after having been opened as set forth in the solicitation announcement, and before the actual award of the contract, unless the award is delayed more than 60 calendar days beyond the date of opening. If a delay of more than 60 calendar days does occur, the Respondent must submit written notice to the purchasing manager that Respondent is withdrawing its submittal.

**1.03 SUBMITTAL IS NON-COLLUSIVE**

The Respondent acknowledges that by its delivery of a submittal to the City in response to this solicitation it represents that the prices in such submittal are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

**1.04 OPENING AND ACCEPTANCE OF SUBMITTALS**

~~Submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.~~

All submittals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening.

**1.05 RIGHT TO REJECT**

The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, and if necessary, call for new submittals.

**A. Requests for Proposals (RFP)**

~~By submitting a proposal in response to a City RFP, the Respondent acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds~~

~~without limitation, and may exercise, at its sole discretion, the following rights and conditions:~~

- ~~1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Respondents for any reason whatsoever.~~
- ~~2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Respondents.~~
- ~~3. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with this procurement process upon notice to the Respondents.~~
- ~~4. To supplement, amend or otherwise modify the RFP specifications, at any time upon prior notice to Respondents, including but not limited to modifications to the description of services and/or products contained in the RFP, by omitting services/products and/or including services/products not currently contemplated therein.~~
- ~~5. To request clarifications, additional information, and/or revised submittals from one or more Respondents.~~
- ~~6. To conduct investigations with respect to the qualifications and experience information for each Respondent included in a submittal and to request additional evidence to support any such information.~~
- ~~7. To eliminate any Respondent that submits an incomplete or inadequate response, or is non-responsive to the requirements of the RFP specifications, or is otherwise deemed to be unqualified during any stage of the procurement process.~~
- ~~8. To select and interview a single finalist or multiple finalists for the purpose of promoting the City's evaluation of submittals provided in response to the RFP specifications. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all respondents in connection with this RFP process.~~
- ~~9. To discontinue contract negotiations with a selected Respondent and commence such negotiations with another respondent, except as otherwise provided in Chap. 39.80, RCW.~~
- ~~10. To select and enter into a contract with one or more Respondents whose submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of the RFP specifications.~~
- ~~11. To take any other action affecting the RFP specifications or the procurement process that is determined to be in the City's best interests.~~
- ~~12. In the event the City receives questions concerning RFP specifications from one or more Respondents prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Respondents.~~
- ~~13. Neither the City, its officials, staff, agents, employees, representatives, nor consultants will be liable for any claims or damages resulting from any aspect of this procurement process.~~

## **1.06 EVALUATION OF SUBMITTALS**

The City of Tacoma reserves the right to award to the lowest and best responsible Respondent(s) delivering a submittal in compliance with the specification documents, provided such submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Respondents who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

### **A. Evaluation Factors**

In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible submittal:



1. Compliance with the Specification and with applicable City requirements, including by not limited to, the City's Ethics Code and its Historically Under-utilized Business and Local Employment and Apprenticeship programs.
2. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
3. Time of delivery and/or completion of performance (delivery date(s) offered).
4. Warranty terms.
5. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
6. Previous and existing compliance with laws and ordinances relating to contracts or services.
7. Sufficiency of financial resources.
8. Quality, availability and adaptability of the supplies or services to the particular use required.
9. Ability to provide future maintenance and service on a timely basis.
10. Location of nearest factory authorized warranty repair facility or parts dealership.
11. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications and skill to perform the contract or provide the services required.

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

**B. Cash Discount**

Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.

**1.07 COMPLETION OF CITY FORMS**

All submittals must be completed in ink or typewritten using the forms included with this Specification, and submitted exactly as specified.

City forms requiring signature must be signed in ink by an authorized officer, employee or agent of the Respondent.

Prices must be stated in figures. Corrections shall be initialed in ink by the person signing the submittal. Prices having erasures or interlineations (cross outs) will not be accepted unless initialed in ink by the Respondent.

**1.08 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS**

The City reserves the right to correct obvious errors in the Respondent's submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

**1.09 CLARIFICATION OF SPECIFICATION**

Questions regarding this Specification and/or any included terms, conditions, forms, plans or drawings are to be submitted in writing to the City staff person identified as the contact for this Specification. All requests for interpretation must be received by the City no later than five business days prior to the opening date. Any interpretation of this Specification will be made by addendum duly issued and posted to the Purchasing website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org). Such addendum must be acknowledged in the submittal. The City of Tacoma will not be responsible for any other explanation or interpretation of the specification documents.

**1.10 ALTERATIONS NOT ALLOWED**

Except as otherwise specifically provided in the specification documents, submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition the submittal by inserting exceptions to the Specification or any conditions, qualifications or additions that vary its terms may result in rejection of the

submittal. The City cannot legally accept any submittal containing a material deviation from the Specifications.

**1.11 INSERTION OF MATERIAL CONFLICTING WITH SPECIFICATIONS**

Only material inserted by the Respondent to meet requirements of the specification documents will be considered. Any other material inserted by the Respondent will be disregarded by the City of Tacoma as being non-responsive and may be grounds for rejection of the submittal.

**1.12 FIRM PRICES/ESCALATION**

Except as specifically allowed elsewhere in the specification documents, only firm prices will be accepted.

**1.13 SHIPPING**

Prices must be quoted FOB destination (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 Respondent until delivery is tendered.

**1.14 LEGAL HOLIDAYS**

The City of Tacoma observes the following holidays, which shall apply to performance of all contracts awarded from this solicitation:

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

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

**1.15 TAXES**

Unless otherwise required in this Specification, applicable federal, state, city and local taxes shall be included in the submittal as indicated below. The total cost to the City, including all applicable taxes, may be the basis for contract award determination. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.

**A. Federal Excise Tax**

The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If the Respondent fails to include any applicable tax in its submittal, then Respondent shall be solely responsible for the payment of said tax.

**B. State and Local Sales Tax**

The City of Tacoma is subject to Washington state sales tax. It is the Respondent's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.

**C. City of Tacoma Business and Occupation Tax**

It is the Respondent's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal.

Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.

It is the responsibility of the Respondent awarded the contract to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252, website <http://www.cityoftacoma.org/Page.aspx?nid=201>.

**D. Any or All Other Taxes**

Any or all other taxes are the responsibility of the Respondent unless otherwise required by law.

**1.16 WASHINGTON BUSINESS LICENSE REQUIREMENT**

All submittals should include a Washington State Business License number in the space provided on the Submittal Signature Page. If the recommended respondent does not have a Washington State Business License at the time of submittal, it must obtain such license and provide proof thereof to the City of Tacoma prior to contract award. Failure to include a Washington State Business License may be grounds for rejection of the submittal. Information regarding Washington State Business Licenses may be obtained at <http://www.dol.wa.gov/businesses.htm>.

**1.17 PUBLIC DISCLOSURE**

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

**1.18 PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION**

If the Respondent considers any submittal document to be protected from disclosure under the law, the Respondent shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or BUSINESS SECRET." The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. **Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal.**

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

**1.19 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The City of Tacoma ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from its federally assisted programs and activities. Contact Tacoma's Title VI coordinator at 253-502-8072 for additional information.

**1.20 LEGAL DISPUTES**

Respondent agrees and stipulates that in the event any litigation should occur concerning or arising out of this solicitation or any submittal delivered in response hereto, the sole venue of any such legal action shall

be the Pierce County Superior Court of the state of Washington and the interpretation of the terms of the solicitation and submittal shall be governed by the laws of the state of Washington.

**1.21 PURCHASE ORDER TERMS AND CONDITIONS**

Terms and conditions of City of Tacoma purchase orders, if issued, shall apply to contracts and awards resulting from this solicitation.

**1.22 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT**

Any Respondent who refuses to enter into a contract after it has been awarded to the Respondent will be in breach of the agreement to enter the contract, and the Respondent's certified or cashiers check or bid bond, if any, shall be forfeited.

**1.23 AWARD**

The City reserves the right to award contracts for any or all items to one or more respondents in the best interests of the City.

**1.24 FINAL AWARD DETERMINATION**

The Tacoma City Council or Public Utility Board, for awards over \$200,000, shall be the final judge as to which submittal(s) is/are the lowest and best responsible, and best meets the interest of the City of Tacoma to accept. The purchasing manager makes the determination for awards of \$200,000 and less.

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**CITY OF TACOMA  
STANDARD TERMS AND CONDITIONS  
SECTION 2 – SERVICES**

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.

**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 ENTIRE AGREEMENT**

This Specification, purchase orders issued by the City pursuant hereto, and the Contractor's submittal, in that order of precedence, shall constitute the "Contract" between the parties. Said documents represent the entire agreement between the parties and supersede any prior oral statements, discussions or understandings between the parties, and/or subsequent contractor invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

**2.03 SERVICES**

The services and/or work contracted for herein exclude public works and improvements as defined in RCW 39.04, as that statute may hereafter be amended.

**2.04 SCOPE OF WORK**

The Contractor agrees to diligently and completely perform the services required by this Contract.

The City shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by Contractor the City agrees to reasonably compensate the Contractor for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Delivery of incidental products will be as designated in this Contract.

**2.05 TIME FOR PERFORMANCE**

All services shall be satisfactorily completed by the termination date contemplated by this Contract, and this Contract shall expire on said date unless mutually extended in writing by the Parties.

**2.06 EXTENSION OF CONTRACT**

This Contract shall be subject to extension by mutual agreement per the same prices, terms and conditions.

**2.07 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.

**2.08 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  
P. O. Box 1717  
Tacoma Washington 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.

**2.09 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. 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.

**2.10 ADDITIONAL CITY CONTRACTS**

During the term of this Contract, other City of Tacoma Departments/Divisions shall have the right to enter into additional service contracts or issue purchase orders based on the unit prices and/or service rates stated in this Contract. An exception taken specifically to this provision at time of submittal shall not constitute a material deviation in the bidding process.

**2.11 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.

**2.12 WARRANTIES/REPRESENTATIONS**

The Contractor warrants that all services performed pursuant to the Contract shall be generally suitable for the use to which the City intends to use said services as expressed in this Contract. The Contractor represents and warrants that it will diligently and completely perform all services and obligations consistent with customarily accepted good practices and standards of performance applicable to service providers rendering the same or similar type of service and that it will comply with all applicable federal, state and local laws, ordinances, rules and regulations including, but not limited to, the Occupational Safety and Health Administration (OSHA) and the Washington Industrial Safety and Health Act (WISHA). If the Contractor intends to rely on information or data supplied by the City, other City contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the City.

**2.13 TAXES, LICENSES, PERMITS**

Unless otherwise required by applicable law, the tax provisions in Section 1 - Solicitation apply to this Contract. Except for state sales tax, the Contractor acknowledges that it is responsible for the payment of all taxes applicable to this Contract and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of records and all other requirements and obligations imposed pursuant to applicable law.

The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The Contractor shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of this Contract, the Contractor agrees to hold the City harmless from such costs, including attorney's fees. In the event the Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then the Contractor authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Contractor's total compensation.

**2.14 FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS**

All federal, state, municipal and/or local laws and 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 its performance of work under this Contract.

**2.15 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY**

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of small business enterprises. Contact Tacoma's SBE coordinator at 253-591-5224 for additional information.

**2.16 NON-DISCRIMINATION**

The Contractor agrees to take all steps necessary to comply with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The Contractor shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the Contractor with any of the non-discrimination provisions of this Contract, the City shall be deemed to have cause to terminate this Contract, in whole or in part.

**2.17 PREVAILING WAGES PAID – IF REQUIRED**

If this Contract involves services for which state and/or local laws may require the Contractor to pay prevailing wages, and Contractor hereby agrees to pay such applicable prevailing wages. If applicable to this Contract, a Schedule of Prevailing Wage Rates for the locality or localities where this Contract will be performed is attached and made of part of this Contract by this reference. If prevailing wages do apply to this Contract, the Contractor and its subcontractors shall (a) be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits, (b) ensure that 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 specified on that Schedule, and (c) immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages must be submitted by the Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid must be received or verified by the City prior to final Contract payment.

**2.18 CONFLICT OF INTEREST**

No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Contractor shall comply with all federal, state and City conflict of interest laws, statutes and regulations. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains that would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor further covenants that, in performance of this Contract, no person having any such interest shall be employed. The Contractor also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

**2.19 REPORTS, RIGHT TO AUDIT, PERSONNEL**

**A. Reports**

The Contractor shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken pursuant to this Contract.

**B. Right to Audit**

Upon City's request, the Contractor shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under this Contract.

## **C. Personnel**

If before, during, or after the execution of this Contract, the Contractor has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to this Contract, then the Contractor is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the City, and on a case by case basis.

### **2.20 TERMINATION AND SUSPENSION**

The City may terminate this Contract at any time, with or without cause, by giving 10 business days written notice to Contractor. In the event of termination, all finished and unfinished work prepared by the Contractor pursuant to this Contract shall be provided to the City. In the event City terminates this Contract due to the City's own reasons and without cause due to the Contractor's actions or omissions, the City shall pay the Contractor the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.

The City may suspend this Contract, at its sole discretion, upon three business days written notice to the Contractor. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Contractor's actual expenses and shall be subject to verification. The Contractor shall resume performance of services under this Contract without delay when the suspension period ends.

Termination or suspension of this Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Contractor relative to performance hereunder.

### **2.21 INDEMNIFICATION – HOLD HARMLESS**

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.

### **2.22 INSURANCE**

The Contractor shall maintain all necessary insurance to protect Contractor and the City from losses and claims that may arise out of or result from performance of duties related to the Contract, including Worker's Compensation, automobile public liability and property damage, commercial general liability, professional liability, errors and omissions and others, as specified in the Insurance Requirements attachment.

### **2.23 INDEPENDENT CONTRACTOR STATUS**

The Contractor is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall the Contractor be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Contractor. The Contractor shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, the Contractor agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.

Unless otherwise specified in writing, Contractor shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under this Contract. The Contractor, at



its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform Contract services.

**2.24 NOTICES**

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the Contractor's registered agent and to the applicable City department representative.

**2.25 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS**

To the extent that Contractor creates any work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, Contractor agrees to the following: The work has been specially ordered and commissioned by the City. Contractor agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Contractor hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Contractor's creation of the work.

The Contractor shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should the Contractor fail to obtain said releases and/or licenses, the Contractor shall indemnify, defend and hold harmless the City for any claim resulting there from.

**2.26 PUBLIC DISCLOSURE**

This Contract and documents provided to the City by Contractor hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the City may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies.

**2.27 DUTY OF CONFIDENTIALITY**

Contractor acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the City. Except for disclosure of information and documents to Contractor's employees, agents, or subcontractors who have a substantial need to know such information in connection with Contractor's performance of obligations under this Contract, the Contractor shall not without prior written authorization by the City allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

**2.28 DISPUTE RESOLUTION**

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the City's right to terminate authorized by this Contract.

**2.29 GOVERNING LAW AND VENUE**

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

**2.30 ASSIGNMENT**

The Contractor shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract without the prior written consent of the City.

**2.31 WAIVER**

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.

**2.32 SEVERABILITY AND SURVIVAL**

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

**2.33 CONFLICT WITH CONTRACT**

In the event of any conflict between this document, Standard Terms and Conditions Section 2, Services, and the Professional Services Contract or other type of Contract (Contract) ultimately negotiated and entered into between Respondent and the City, the provisions of the Contract shall prevail. However, absent any such conflict the provisions of this document, Standard Terms and Conditions Section 2, Services, are fully incorporated into and considered part of the Contract.

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**Project Name:**  
**PG16-0109S- LaGrande Residence #2 HVAC Replacement.**

**Project Scope:**

The LaGrande Residence #2 was built in 1972. The scope of this project is to remove and replace the complete HVAC system. This included, but not limited to, supply and return air ductwork, indoor air handler, outdoor heat pump, refrigerant piping, control wire, thermostat, grilles, and any other accessories.

**General Requirements:**

- ⊖ Furnish and install all materials, appurtenances, devices and miscellaneous items not specifically mentioned that pertains to the installation of the HVAC system. It shall be up to the Contractor to visit the site as to completely understand what is required to install a complete operational HVAC system.
- ⊖ In case of an unforeseen conflict no such work shall be completed prior resolutions of the conflict. No additional payments will be made for unauthorized work.
- ⊖ Provide all required permits (Mechanical, Refrigerant, Low voltage, etc.) Electrical permit for line-voltage will be provided by Owner.
- ⊖ All work shall be installed by a skilled Labor.
- ⊖ Shall follow Labor and Industry standards for prevailing wage.

**Work By Owner:**

- ⊖ Demo existing HVAC system. Including refrigerant recovery.
- ⊖ Demo all ceiling areas necessary to install new lateral ductwork.
- ⊖ Pour new concrete pad for new outdoor heat pump.
- ⊖ Provide all new sheetrock duct chase to hide new ductwork.
- ⊖ Provide all cutting and patching required for installing HVAC system.
- ⊖ Provide and install all electrical line-voltage; including conduit, disconnects, and any other necessary line voltage equipment.

**Work By Contractor:**

**Item #1:**

- ⊖ Trane or American Standard shall be the only approved equipment. The Model numbers represent Trane; American Standard can substitute for equivalent model numbers for Trane.
- ⊖ Provide and install:
  - (1) Trane Model # **TAM7A0C48H41SD** (Indoor Unit) with 15 Kw (2)-stage heater,
  - (1) Trane Model# **4TWR7048A** (Outdoor Unit), with field installed crankcase heater (Model #BAYCCHT301RES, with field installed hard start kit M# BAYKSKT260.
  - (1) EAC Clean-Effects Model # **TFD235CLAH000E** (Electronic Air Cleaner),
  - (1) Redlink Vision Pro 7-day Model # **TH8320R1003** (Thermostat) (or equal),

- (1) FAMCO (or equal) 24-volt Outside air motorized damper,
- (1) Little Giant (or equal) (Condensate pump) sized as necessary.
- ⊞ Provide Labor and Materials to install galvanized steel ductwork system as per attached drawings. Rectangular: Shall follow SMACNA - HVAC duct construction standards, Round Laterals: 28-gauge (minimum), No flex ductwork allowed except where noted. Ductwork shall be all new from air handler to grilles.
- ⊞ Grilles shall be replaced with like in kind.
- ⊞ All ductwork located within unheated space (Garage) shall be sealed and insulated per Washington State Energy Code. All ductwork shall be wrapped on the outside of the ductwork and installed in a professional manor.
- ⊞ Upon completion of the project, Contractor shall provide As-Built sketch drawings that reflect changes to the installation.
- ⊞ Contractor shall formalize and submit to the factory all warranty documents pertain to the HVAC equipment. A copy of the documents shall be handed over to the owner at end of project.
- ⊞ Contractor shall provide all Operating and Maintenances manuals to the owner in a 3-ring binder.

**Attachments:**

- ⊞ First Floor Plan – HVAC Sketch (Not to Scale)
- ⊞ Second Floor Plan – HVAC Sketch (Not to Scale)
- ⊞ AH-1 Detail

**Preconstruction Site Visit:**

A preconstruction site visit will be at the project site at the Contractors requested date and time.

For a job site walk-through or project questions call:  
Jay Madden – (O)-253-502-8366, ©-253-365-5914

Site Construction Address:

- LaGrande Office Building
- 46502 Mountain Highway East.
- LaGrande, WA 98348

**PROPOSAL**

PG16-0109S

Install HVAC System to  
LaGrande House #2  
46502 Mountain Highway E.  
LaGrande, WA 98348

BIDDER \_\_\_\_\_

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1. Provide and install HVAC System (See Specifications & Drawings)	1	Lump Sum	\$ _____
2. Net Total for all costs			\$ _____
		SUBTOTAL	\$ _____
		7.9% SALES TAX	\$ _____
		TOTAL BID	\$ _____

**SIGNATURE PAGE**

**CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES – TACOMA POWER**

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

Submittals will be received and time stamped only at the City of Tacoma 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. PG16-0109S  
LaGrande Residence #2 HVAC 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      Date  
into Contracts for Bidder/Proposer

\_\_\_\_\_  
Address

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

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

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

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

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

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

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

Addendum acknowledgement (if applicable) #1 \_\_\_\_\_ #2 \_\_\_\_\_

***THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.***

**CONTRACTOR'S RECORD OF PRIOR CONTRACTS**

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

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

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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: \_\_\_\_\_





# **TACOMA POWER / GENERATION SUBSTITUTION REQUEST FORM**

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

TO: Tacoma Power/Generation                      ATTN: \_\_\_\_\_ Date: \_\_\_\_\_  
3628 South 35<sup>th</sup> Street  
Tacoma WA 98409  
Fax: 253-502-8136

PROJECT: \_\_\_\_\_ Transmittal No. \_\_\_\_\_  
*(Specification/Name/Contract No., if applicable)*

**We hereby submit for consideration, the following product instead of the specified item for the above project:**

Specification Section: \_\_\_\_\_  
Specified Item: \_\_\_\_\_  
Proposed Substitution: \_\_\_\_\_

**NOTES:** Attach complete technical data, including laboratory tests and samples as applicable.

Provide a detailed comparison of the significant qualities (size, weight, durability, performance and similar characteristics, and including visual effect, where applicable) for the proposed substitution in comparison with the original requirements.

List completely, installation changes and changes to drawings and specifications required by the proposal.

**FILL IN BLANKS BELOW:**

- A. Does substitution require change in drawing dimensions?       Yes       No  
If yes, provide detail: \_\_\_\_\_
- B. Will undersigned pay for resulting building design changes including engineering/detailing costs?       Yes       No
- C. What effect does substitution have on other trades?  
\_\_\_\_\_
- D. Difference between proposed substitution and specified item?  
\_\_\_\_\_
- E. Manufacturer's guarantees of proposed and specified items are?       Same       Different\*  
\*Explain differences on attachment(s).
- F. Are maintenance/service parts locally (within 50 miles) available for proposed substitution?       Yes       No
- G. Will the proposed substitution have any effect on compliance with applicable codes?       Yes       No  
If yes, explain: \_\_\_\_\_
- H. Name and address and current phone number the Project Lead for three (3) similar projects where the proposed product was used, along with the Project name and date of installation:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_
- I. Contract completion date is? \_\_\_\_\_       Same       Different\*  
\*Explain differences on attachment(s).

# **TACOMA POWER / GENERATION SUBSTITUTION REQUEST FORM**

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

Undersigned attests function and quality equivalent or superior to specified item and waives their rights to additional payment and time which may subsequently be necessitated by failure of the substitution to perform adequately, and for the required work to make corrections thereof.

**SUBMITTED BY:**

_____	
Name	
_____	
Firm	
_____	
Address	
_____	
City, State, Zip	
_____	
Phone No.	
_____	
Signature	Date

**FOR USE BY TACOMA POWER:**

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

By: \_\_\_\_\_  
*(Project Lead/Manager)*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**REMARKS:**

**TACOMA PUBLIC UTILITIES  
CONTRACTOR'S WORK HAZARD ANALYSIS REPORT**

for

**(PG16-0106S LaGrande Residence #2 HVAC Replacement )**

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

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

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

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

\*USE A SEPARATE SHEET IF MORE ROOM IS NEEDED

\_\_\_\_\_  
Contractor Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Site Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Officer Signature



INSURANCE CERTIFICATE REQUIREMENTS

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

Table with 2 columns: CONTRACT AMOUNT and LIABILITY LIMITS. Rows include: \$ 25,000 and Under; \$500,000 and Under; Over \$500,000. Corresponding liability limits: \$ 500,000 Combined Single Limit; \$1,000,000 Per Occurrence / \$2,000,000 Aggregate; \$5,000,000 Total Coverage.

- A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include: 1. Comprehensive General Liability, 2. Automobile Liability - Hired and Non-Owned, 3. Contractual Coverage, 4. Broad Form Property Damage, 5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work), 6. Any additional coverage specifically required by the City's specification.
B. The following general requirements apply: 1. Insurance carrier must be authorized to do business in the State of Washington, 2. Coverage must include personal injury, protective and employer liability, 3. Contractor must provide with the certificate (a) evidence of the amount of any deductible or self-insured retention under the policy, and (b) policy endorsement(s) that verify compliance with the additional insured and the primary/non-contributory requirements specified in Section C. 1 and C. 2. below, 4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance on file with the City throughout the contract, 5. Contractor's insurance must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.
C. The following statements are required on the Certificate of Insurance: 1. 'The City of Tacoma is named as an additional insured' ('as respects a specific contract' or 'for any and all work performed with the City' may be included in this statement), 2. 'This insurance is primary and non-contributory over any insurance or self-insurance the City may have' ('as respects a specific contract' or 'for any and all work performed with the City' may be included in this statement), 3. 'Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named.' Language such as, 'endeavor to' mail and 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative' is not acceptable and must be crossed out. See example below.

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

Table with 2 columns: CERTIFICATE HOLDER and CANCELLATION. Row 1: CITY OF TACOMA, PO BOX 11007, TACOMA WA 98411-0007. Row 2: 'Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the company, its agents or representatives.'



# PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.  
Bond No.

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned, \_\_\_\_\_

as principal, and \_\_\_\_\_

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

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

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

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

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

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

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

Specification No. \_\_\_\_\_

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

Contract No. \_\_\_\_\_

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

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

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

Approved as to form:

Principal:

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

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

Surety:

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

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

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

# CONTRACT

Resolution No.  
Contract No.

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

WITNESSETH:

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

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

Specification No. enter spec number

Project: enter spec name

Contract Total: \$ \_\_\_\_\_, Select applicable tax information

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Agreement and every part thereof, except such as are mentioned in the Specifications to be furnished by the City of Tacoma.

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

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

CITY OF TACOMA:

PRINCIPAL: Enter vendor name

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

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

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

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

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

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

APPROVED AS TO FORM:

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

# GENERAL RELEASE TO THE CITY OF TACOMA

\_\_\_\_\_

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

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

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Title \_\_\_\_\_

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







City of Tacoma

## RETAINAGE OPTIONS

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

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

Contractor Name \_\_\_\_\_

Email Address \_\_\_\_\_

Phone \_\_\_\_\_

PREVAILING WAGE RATES

FOR

PIERCE COUNTY

Effective date March 14, 2016

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

PREVAILING WAGE RATES

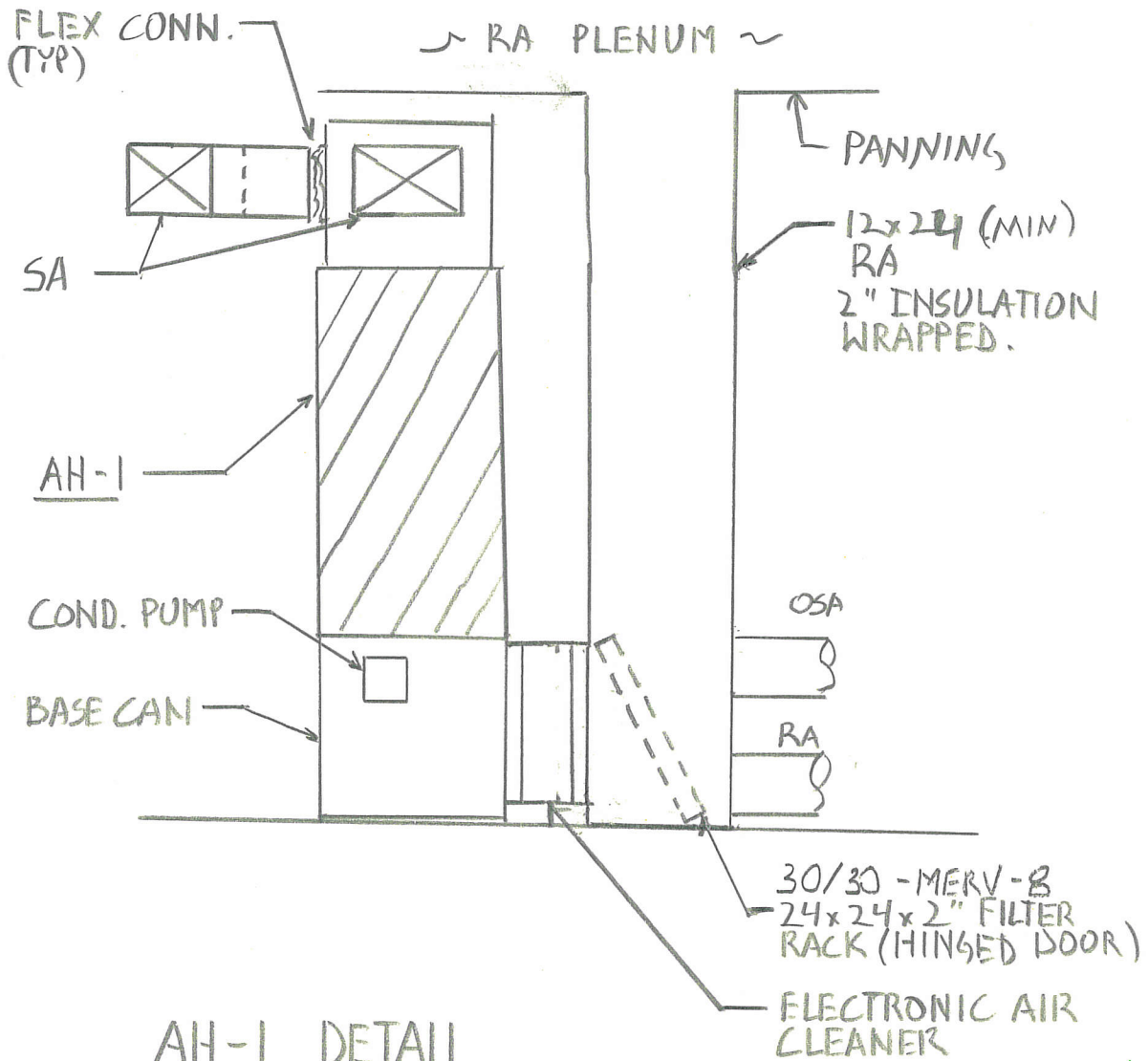
FOR

PIERCE COUNTY

APPRENTICES

Effective date March 14, 2016

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

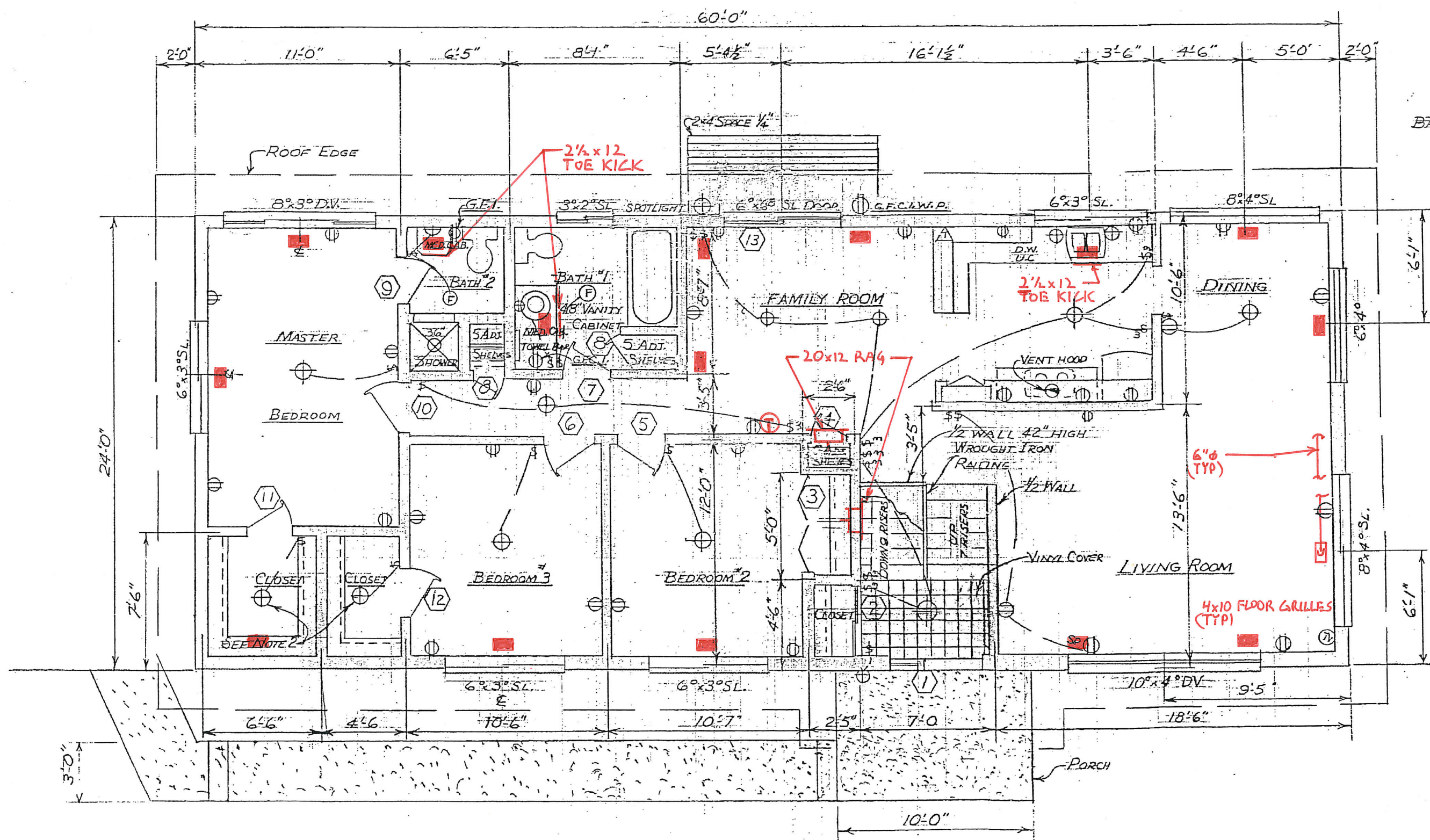


AH-1 DETAIL  
NOT TO SCALE

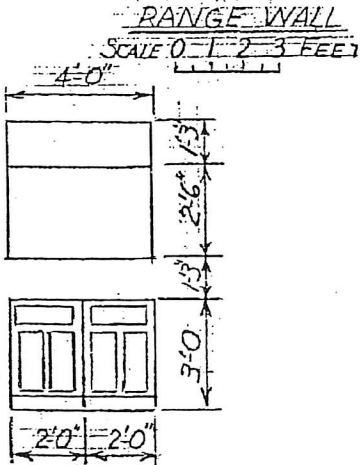
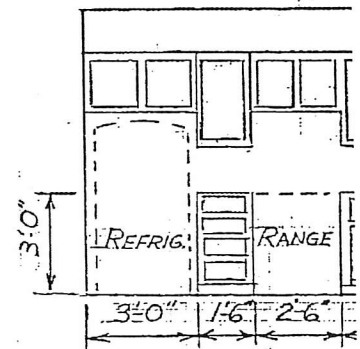
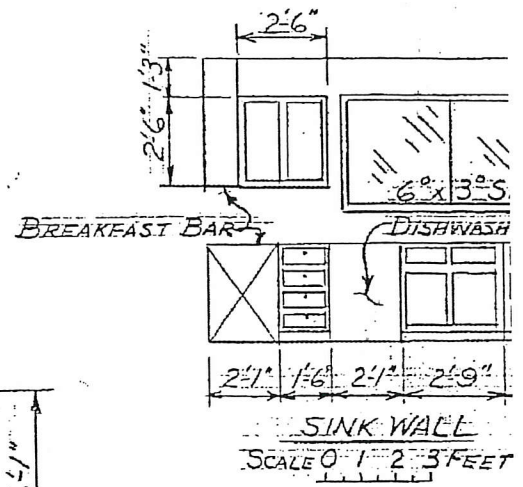


CEDAR PLATE 2x6 24" c.c.

WALL SECTION  
SCALE 0 1 2 FEET  
1/2" = 1'-0"

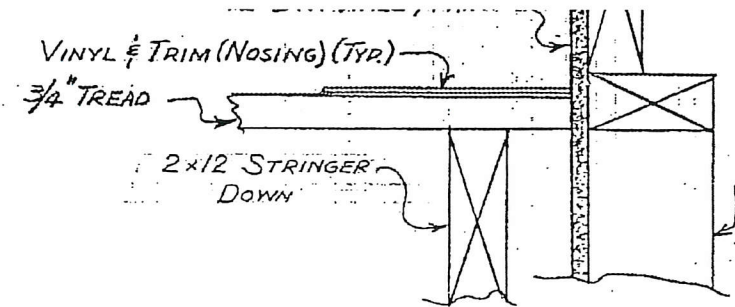


FIRST FLOOR PLAN  
SCALE 0 1 2 3 FEET  
1/4" = 1'-0"

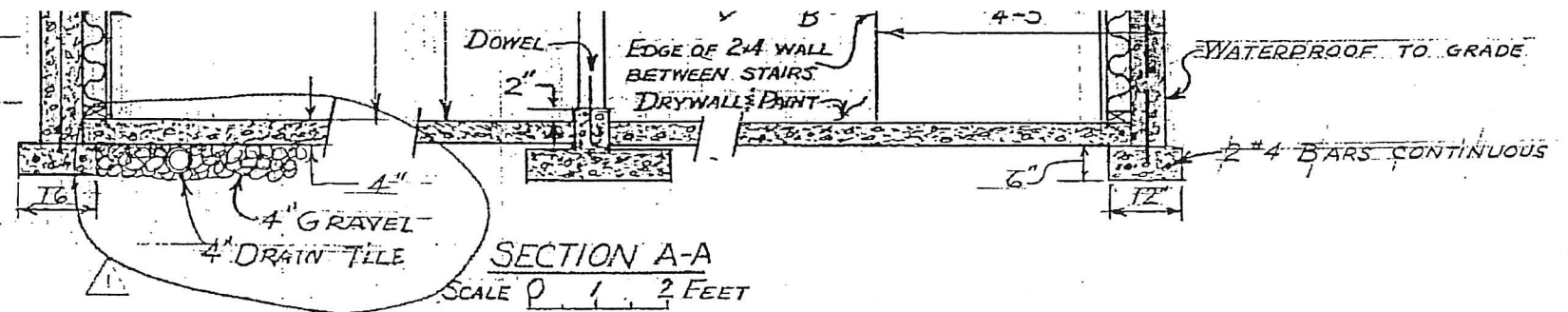


BREAKFAST  
SCALE 0 1 2

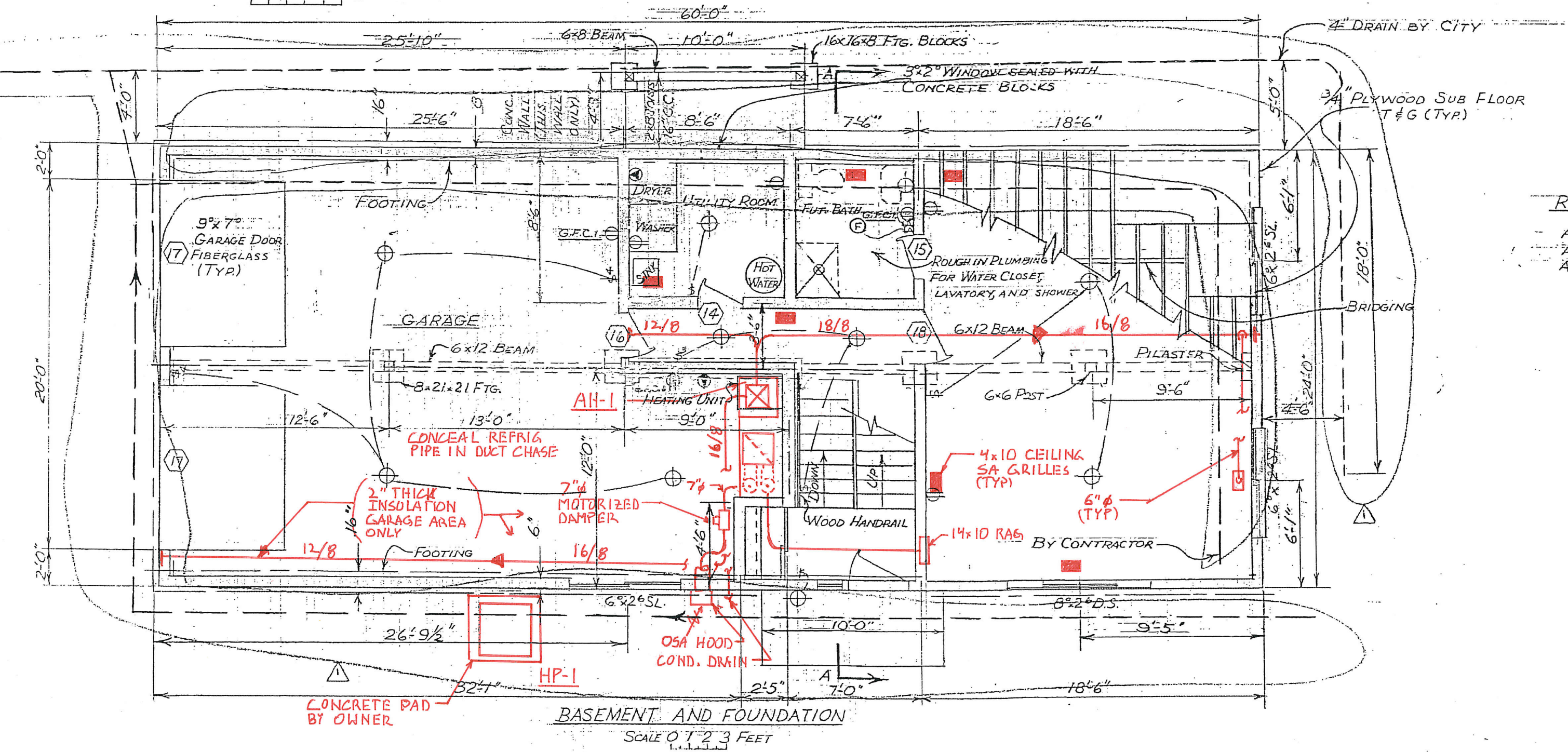




SECTION B-B  
SCALE 0 1 2 3 4 5 INCHES



SECTION A-A  
SCALE 0 1 2 FEET



BASEMENT AND FOUNDATION  
SCALE 0 1 2 3 FEET

- REFERENCE
- AP-1239 - FIA
  - AP-1241 - EL
  - AP-1242 - PL