

SPECIAL REMINDER TO ALL BIDDERS

PLEASE NOTE: Be sure you have complied with all specifications and requirements and have signed or have caused to be signed all required instruments.

YOUR ATTENTION IS PARTICULARLY CALLED to the following forms, which must be executed in full before the bid is submitted:

1. BID PROPOSAL: The unit prices bid must be shown in the space provided. Be sure to check your computations for omissions and errors.
2. SIGNATURE PAGE: To be filled in and signed by the bidder. Be sure all parties whose signatures are legally necessary have signed, whether the bidder be an individual, partnership or corporation.
3. BID BOND: The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid; and, if shown in dollars and cents, the amount of said Bid Bond must be not less than the required 5%.
4. STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION: The bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
5. SUPPLEMENTAL QUALIFICATIONS CRITERIA: The Contractor or subcontractor shall fill out this form in its entirety proving they meet the requirements as outlined in these specifications. It shall be the sole determination of the City to determine if the Contractor/subcontractor does in fact meet the requirements. This is a condition of award of the contract.

**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 and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

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 and;
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City’s **supplemental criteria** by submitting a written request to the Purchasing Division no later than 5:00 p.m. Pacific Time, three days prior to the submittal deadline. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

Requests for modifications to the supplemental criteria may be submitted via postal mail or delivered personally, or sent by e-mail or fax, within the above timeline as follows:

By Carrier: City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35 th Street Tacoma, WA 98409	In Person: City of Tacoma Procurement & Payables Division Tacoma Public Utilities Lobby Security Desk Administration Building North – Main Floor 3628 S 35 th Street Tacoma, WA 98409
By Mail: City of Tacoma Procurement & Payables Division Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007	Fax: 253-502-8372 E-mail: bids@cityoftacoma.org

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

PREBID CONFERENCE

A pre-bid meeting will be held at 1:00 p.m., on Tuesday, February 27, 2018, at the Master Site, see address below, followed by a site visit at each type of location applicable to the bid. The purpose of the pre-bid meeting is to answer questions about this solicitation, as well as the City's SBE and LEAP goals.

We will visit the sites in the following order.

- **Master Site:** 400 Fawcett Ave., Tacoma WA
 - This site contains the Dispatch, UPS/Electrical, Telephone, Server and Radio rooms
- **Cushman:** 1453 Earnest S Brazill St, Tacoma WA
- **Tyler:** 4504 Tyler Avenue, Tacoma, WA

SUPPLEMENTAL QUALIFICATIONS CRITERIA

1. Does your company have at least 15 years of experience installing Fenwal fire suppression systems?

YES NO

2. Are you a licensed and authorized reseller/ installer of Kidde Fire Suppression Systems?

YES NO

3. Provide the name and proof of certification for your employee who will be working on this project that has the required NICET level IV or equivalent certification:

Name: _____

4. Can you provide a 1 hour or less response time?

YES NO

5. Do you have all of the insurance required for this project?

YES NO

6. Do you maintain a full complement of spares in stock necessary for emergency repairs?

YES NO

IT18-0069F
Communication Facilities
Fire Suppression Systems

BIDDER _____

ITEM
NO. **ITEM DESCRIPTION** **TOTAL AMOUNT**

All line items below are the **lump sum** of all parts, labor and maintenance.

- | | | |
|----|---|----------|
| 1 | Dispatch @ Master Site
VESDA | \$ _____ |
| 2 | UPS/Electrical Room @ Master Site
Fire Suppression (connect to existing FenwalNet 6000
w/ Novec 1230) | \$ _____ |
| 3 | UPS/Electrical Room @ Master Site
VESDA | \$ _____ |
| 4 | Server Room @ Master Site
Fire Suppression (replace existing FM200 w/
Novec 1230) | \$ _____ |
| 5 | Telecom Room @ Master Site
Fire Suppression (replace existing FM200 w/
Novec 1230) | \$ _____ |
| 6 | Radio Room @ Master Site
Fire Suppression (connect to existing FenwalNet 6000
w/ Novec 1230) | \$ _____ |
| 7 | Radio Room @ Master Site
VESDA | \$ _____ |
| 8 | Master Site
Clean Guard Fire Extinguisher (Qty 6) | \$ _____ |
| 9 | Indian Hill
Fire Suppression (FenwalNET 8000 w/ Novec 1230) | \$ _____ |
| 10 | Indian Hill
Clean Guard Fire Extinguisher (Qty 1) | \$ _____ |
| 11 | Tyler
Fire Suppression (FenwalNET 8000 w/ Novec 1230) | \$ _____ |
| 12 | Tyler
Clean Guard Fire Extinguisher (Qty 1) | \$ _____ |

- | | | |
|----|---|----------|
| 13 | LESA
Fire Suppression (FenwalNET 8000 w/ Novec 1230) | \$ _____ |
| 14 | LESA
Clean Guard Fire Extinguisher (Qty 1) | \$ _____ |
| 15 | Pearl
Fire Suppression (FenwalNET 8000 w/ Novec 1230) | \$ _____ |
| 16 | Pearl
Clean Guard Fire Extinguisher (Qty 1) | \$ _____ |
| 17 | Fire Training Center
Fire Suppression (FenwalNET 8000 w/ Novec 1230) | \$ _____ |
| 18 | Fire Training Center
Clean Guard Fire Extinguisher (Qty 1) | \$ _____ |
| 19 | Cushman
Fire Suppression (FenwalNET 8000 w/ Novec 1230) | \$ _____ |
| 20 | Cushman
Clean Guard Fire Extinguisher (Qty 1) | \$ _____ |
| 21 | All Sites
One year of system maintenance | \$ _____ |

SUB TOTAL
(excluding sales tax) \$ _____

10.1% SALES TAX \$ _____

TOTAL BID
(including sales tax) \$ _____

SIGNATURE PAGE

CITY OF TACOMA INFORMATION TECHNOLOGY

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

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

REQUEST FOR BIDS SPECIFICATION NO. IT18-0069F

COMMUNICATION FACILITIES FIRE SUPPRESSION SYSTEMS

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

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

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

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____

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: _____

SBE GOAL UTILIZATION FORM

SMALL BUSINESS ENTERPRISE REQUIREMENTS & PROCEDURES:

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

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

IMPORTANT NOTE:

It is the bidder's responsibility to insure that the SBE subcontractor(s) listed on the SBE Utilization Form are currently certified by the City of Tacoma at the time of bid opening. This may be verified by contacting Carrie Lynn, SBE Program Coordinator of the SBE Program at (253) 591-5224 or via email at clynn@ci.tacoma.wa.us between 7:30 AM and 4:30 PM, Monday through Friday. This form must have clear expression of SBE participation that your company will use on this project. Ordinance 27867, passed by the City Council on December 15, 2009, establishes the overall SBE goal of 22%, *except where modified through appropriate procedures*. Please refer to the City of Tacoma SBE Provisions included elsewhere in these Special Provisions.

SBE GOAL: 0%

There is a zero (0%) percent SBE goal on this project due to scope and being limited to a single trade.

www.cityoftacoma.org

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



City of Tacoma
 Community & Economic Development
 Office of Small Business Enterprise
 747 Market Street, Room 808
 Tacoma, WA 98402
 253-594-7933 or 253-591-5224

PRIME CONTRACTOR'S PRE-WORK FORM

Company Name _____

Telephone _____

Address/City/State/Zip Code _____

Specification Number _____

Specification Title _____

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

CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

Superintendent												
Foreman												
Operators												
Laborers												
Apprentice												
Trainee												
TOTALS												

 Type or Print Name of Responsible Officer / Title

 Signature of Responsible Officer

 Date

INSTRUCTIONS FOR COMPLETING PRIME CONTRACTOR'S PRE-WORK FORM

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

1. "Heading" the company name and address should reflect the prime contractor actually doing business with the City of Tacoma. If this address is different from that of the Equal Employment Opportunity Officer that administers the EEO programs of the company, the Equal Employment Opportunity Officer's address should be noted in the "Comments" section at the bottom of the form. "Telephone" should contain the area code, telephone number and extension (if any) for the Equal Employment Officer or the responsible official.
2. "Job Categories" at the extreme left hand column of the form specifying "Job Categories" lists "Officials & Managers." You are to list in addition to Officials & Managers any appropriate job titles such as Sales Workers, Office/Clerical, Professionals, Technical, etc., as they apply to your own company and only as pertains to this specific project.
3. The "M" and "F" headings at the top of each column refer to "Male" and "Female."
4. The "Total Employees" column should list the total number of male employees under "M" and the total female number of female employees under "F" for each job category listed. They should be listed in a similar manner in the "Total" category at the bottom of the form. The "Total Employees" column should include all those employees listed under "Non-Minority" and "Total Minorities." "Non-Minority" should include all employees not listed in the minority columns.
5. "Total Minorities" should include all employees listed under the "Black," "Asian or Pacific Islander" (A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.), "American Indian or Alaskan Native," and "Hispanic" columns. These columns should include only employees who are members of that particular minority group. Designation and definitions of ethnic/national origin status follow the instructions and definitions of the Federal EEO-1 Form of the U. S. Equal Employment Opportunity Commission.
6. "Totals" this line should reflect the total of all lines in each of the above columns.
7. The signature of your company's designated responsible official or similar official responsible for equal employment opportunity must appear in the designated space at the bottom of the form. Please PRINT OR TYPE the person's name on the top line across from the signature. This is required since some signatures are difficult to read.
8. "Comments" this section is to be used as needed for explanations to under utilization rate or lack of turnover, proposed expansion or reduction of staff or any other pertinent information you believe will help clarify or explain the data presented on the form. If you need additional space, please explain on a separate sheet of paper.
9. If you need assistance or have questions regarding the completion of this form, please call the SBE Office at 253-594-7933 or 253-591-5224.



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (February 16, 2018), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual

Partnership

Joint Venture

Corporation

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

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

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

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

These Special Provisions make additions, deletions, or revisions to the General Provisions as indicated herein. All provisions which are not so added, deleted, or revised, remain in full force and effect.

4.1 SCOPE OF WORK

The City of Tacoma is looking to increase and standardize the fire suppression at seven (7) of its Communication facilities. For a complete breakdown of new equipment per location see list below. The VESDA systems installed at the Master Site will be connected to the Fenwal panel for monitoring.

4.1.1 Project Sites

Fire suppression systems will be modified or new installations completed at the following locations:

a. Master Site: 400 Fawcett Ave., Tacoma WA

Dispatch room

- VESDA installation
- Clean guard fire extinguisher

UPS/Electrical room

- Connect new fire suppression deploying Novec 1230 to existing FenwalNet 6000 panel
- VESDA installation
- Clean guard fire extinguisher

Server room

- Replace existing FM200 with Novec 1230
- Clean guard fire extinguisher

Telecom room

- Replace existing FM200 with Novec 1230
- Clean guard fire extinguisher

Generator room

- Clean guard fire extinguisher

Radio room

- Connect new fire suppression deploying Novec 1230 to existing Fenwalnet 6000 panel
- VESDA installation
- Clean guard fire extinguisher

b. Indian Hill: 5202 Tower Drive NE, Tacoma, WA

- New FenwalNet 8000 system, deploying Novec 1230
- Clean guard fire extinguisher

c. Pearl: 2402 N Pearl Street, Tacoma, WA

- New FenwalNet 8000 system, deploying Novec 1230
- Clean guard fire extinguisher

d. Fire Training Center: 2124 Marshall Avenue, Tacoma, WA

- New FenwalNet 8000 system, deploying Novec 1230
- Clean guard fire extinguisher

- e. **Tyler:** 4504 S Tyler Street, Tacoma, WA
 - New FenwalNet 8000 system, deploying Novec 1230
 - Clean guard fire extinguisher
- f. **LESA:** 2401 S 35th St., Tacoma WA
 - New FenwalNet 8000 system, deploying Novec 1230
 - Clean guard fire extinguisher
- g. **Cushman:** 1453 Earnest S Brazill St., Tacoma WA
 - New FenwalNet 8000 system, deploying Novec 1230
 - Clean guard fire extinguisher

4.1.2 Project Information

City will not take the critical public safety infrastructure or dispatch services out of service during any portion of this work.

Fire Protection Inc. or (FPI) currently monitors the City of Tacoma's fire suppression systems. The Master Site already has the equipment installed for monitoring in that building; the City will connect the existing Fenwal panel to the monitoring system equipment prior to final inspection. It will be the responsibility of the Contractor to ensure wiring for all Fenwal suppression systems in the Master Site are completed to the existing Fenwal panel with the required number of relays (see Exhibit H for a riser diagram).

The City will also be using Fire Protection Inc. for monitoring at all other sites on this project. Coordination will be necessary to ensure installation of monitoring equipment is complete prior to final testing of the systems. Coordinate with Sam at FPI (425-290-9600 or sam@fpiseattle.com) at the following times:

- when both clean agent panel and 120vac outlet are installed at each site and
- 72 hours prior to AHJ fire final acceptance test at each site

All total flooding systems shall have the enclosure examined and tested to locate and then effectively seal any significant air leaks that could result in a failure of the enclosure to hold the specified agent concentration level for the specified 10 minute holding period. Quantitative results shall be obtained, recorded and provided to City's Project Manager to indicate that the specified agent concentration for the specified duration of protection is in compliance with NFPA 2001, 2015 edition, Section 5.6, using an approved blower fan unit or other means as approved by the authority having jurisdiction. Any penetrations made through the enclosure protected by the clean agent shall be sealed. The method of sealing shall restore the original fire resistance rating of the enclosure.

Exhibit A provides the specification of the Control Unit currently installed at the Master Site. All new equipment installations at the Master Site will need to connect to this unit.

Exhibit B provides the fire suppression equipment specification to be followed at all of the offsite communication buildings. Fenwal Clean Agent Fire Extinguishing System Employing 3M Novec 1230 Fire Protection Fluid Integrated with FenwalNET 8000 Multi-Loop Intelligent Control Unit.

Exhibit C provides the VESDA equipment specification.

Exhibit D provides the building plans for Indian Hill, **Exhibit E** provides the building plans for Tyler and all other Fibrebond buildings. There are no building plans available for the Cushman site.

Exhibit G provides the AES Intellinet 2.0 equipment specification.

Exhibit H provides a riser diagram for the Master Site and all other sites.

Exhibit I provides the clean guard fire extinguisher equipment specification.

The Contractor shall comply with the Washington State law regarding prevailing wages. These rules apply to any Contractor who does business with the City, including owner/operators. A Statement of Intent to Pay Prevailing Wages **MUST** be filed with the Washington Department of Labor & Industries upon award of contract. An Affidavit of Wages Paid must be filed with the Washington Department of Labor & Industries upon job completion. Payments cannot be released by the City until certification of these filings are received and a release has been sent to the City from the Department of Labor & Industries, the Department of Revenue and the Employment Security Department based on the Notice of Completion submitted by the Project Manager.

The selected Bidder (herein “Contractor”) is responsible for supplying all labor, materials, and manufactured goods needed to complete the project as defined in this document on time and within contract amount. Contractor needs to consider lead time when ordering project materials. Contractor is responsible for the safety and security of all materials ordered for the project up to the Final Inspection.

Bidders are encouraged to seek written clarification prior to bid submittal concerning any areas of confusion and to visit each Project Site to determine existing conditions prior to submitting their bid. Bidders shall also be aware that they will be responsible for off- loading and securing all equipment and materials upon delivery.

The selected Contractor is responsible to attend a mandatory pre-construction meeting. The date and time for this meeting will be set once the Contractor has been selected.

4.1.3 Project Submittals

The Contractor shall be responsible for submitting the following as Submittals. Submittals will be sent to the City on a, per building or per schedule basis, with the first submittals due for the Master Site within fifteen (15) days after the award of the bid.

- a. Providing a site specific written Work plan for review and approval by the Project Manager, see Section 4.11 for Submittal Procedures. The Work plan must contain the following:
 - A complete equipment list
 - Manufacturer’s cut sheets as applicable for all part’s used in Work
 - Certification by the product manufacturer that products comply with local regulations controlling the use of volatile organic compounds (VOC’s)

- Proposed Project Schedule, including material acquisition in the schedule
 - CAD Drawings (PDF format)
 - Calculations
 - Name of contractor construction supervisor including emergency contact numbers and email address
- b. Providing a site specific health and safety plan. Specifically include the following as it applies to this project:
- Safety standards to be used when working around telecommunications equipment;
 - Using ladders, fixed or portable
- c. Providing an Acceptance Test Plan

4.2 PROJECT REQUIREMENTS

The main reason for the pre-bid site visits is to allow a chance for the Contractors to evaluate each site and the specific work that will need to take place to install the system as specified in this bid. Below are project requirements.

- The Contractor must be a licensed and authorized reseller/installer of Kidde Fire Suppression Systems (will be verified through Kidde before awarding contract)
- Have at least 15 years' experience installing Fenwall fire suppression systems
- Have at least one (1) employee on staff who will be working on this project with a NICET level IV certification or equivalent
- Maintain the required insurance for the duration of the project
- Provide design drawings of clean agent suppression system including calculations used to determine requirements
- The Contractor shall complete installations at the Master Site as the first priority. The order of the remaining locations can be arranged during the project
- All system components to be new, factory furnished
- Clean Agent releasing control panel with 24 hour backup power
- Installation, programming and commissioning by Factory trained technicians
- Labor and material to install piping and fittings for system
- All piping, supports, anchors and seismic bracing as necessary
- Piping to be clean black steel unless otherwise approved during submittal review
- Pipe pressure and flow test
- All required signage
- All components UL listed or FM Approved
- Sealing of each enclosure to pass a room integrity test, to be completed by the contractor.
- Records of the tests shall be submitted to the City's Project Manager.
- Installation of a dedicated 120vac connection to the panel including raceway wiring and lockout breaker.

- Land labeled wires from the monitoring communicator to clean agent fire panel and pretest each output for proper function
- Provide 4 relay outputs for 3rd party provided central station monitoring (see riser diagrams for more details, Exhibit H)
- Installation of all components for a complete and working system including but not limited to; release stations, abort stations, horn/strobe notification devices, discharge strobes, keyed maintenance bypass and supervisory pressure switches
- All wiring to be installed in EMT conduit, provided by Contractor
- Obtain and pay for all required permits (electrical and fire) and submit final permits to City Project Manager
- Any materials required to complete the installation per the requirements of the bid
- No use of Romex
- MC or flex is permitted for vibration or end termination only
- All design documents and work shall comply with the local, state and federal adopted codes, regulations and standards related to the scope of work. This includes but not limited to adopted Fire Codes, Building Codes, NFPA standards, and Electrical Codes.
- A full complement of necessary spare parts are kept in stock and available 24 hours a day in case of emergency while the equipment is under a maintenance contract
- A one year maintenance contract at all sites- to include 2 inspections in that year
- Ensure all systems are wired to allow for system monitoring.
- Provide a 1 hour response time for all emergency maintenance
- 1 year warranty on all workmanship
- Annual and semiannual inspections per NFPA 2001, 2015 Edition Chapter 7
- Manufacturer warranty on all equipment

4.3 DEFINITIONS

Wherever used in the Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

Addenda: Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the Contract Documents.

Agent: Representative employed by a party to act on behalf of said party.

Agreement: The written instrument which is evidence of the agreement between City and Contractor covering the Work.

Bid: The offer or proposal of the Bidder setting forth the prices for the Work to be performed.

Bidder: Any person, firm or corporation submitting a bid for the Work.

Bidding Documents: The Call for Bids, the Proposal form and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

Change Order: A document recommended by the Project Manager or Contractor which is signed by Contractor and City and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract price or the Contract times, issued on or after the effective date of the Agreement.

City: The City of Tacoma.

Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Proposal (including documentation accompanying the Proposal and any post Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Provisions, the Special Provisions, the Technical Provisions and the drawings as the same are more specifically identified in the Agreement, together with all written Amendments, Change Orders, Work Change Directives, Field Orders, and Project Manager's written interpretations and clarifications.

Contract Price: The moneys payable by City to Contractor for completion of the Work in accordance with the Contract Documents.

Contractor: The person, firm or corporation with whom City has entered into the Agreement.

Defective: An adjective which when modifying the word "Work" refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Project Manager's recommendation of final payment (unless responsibility for the protection thereof has been assumed by City at Substantial Completion).

Drawings: The drawings which show the scope, extent, and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by Project Manager are referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Field Order: A written order issued by the Project Manager which requires minor changes in the Work but which does not involve a change in the Contract price or the Contract times.

Final Completion: The Work is fully and finally completed in accordance with the contract.

Final Payment: The payment made at Final Completion of the Work, after a release has been received from the Department of Revenue, the Employment Security Department and Labor & Industries.

Inspector: To be determined through the permitting process.

Notice to Proceed: A written notice given by Project Manager to Contractor fixing the date on which the Contract times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

Partial Payment: Payment made at partial completion of the Work.

Progress Payment: A periodic payment made to the Contractor by City.

Project Manager: The City representative for this project is Desiree Wyatt, Administrative Assistant.

Construction Supervisor: Contractor's assigned onsite supervisor to manage the project.

Project Site: The area of each Project Site will be defined during the pre-construction meeting. The Construction Supervisor will be required to maintain equipment and personnel only within defined limits as to allow City operations to continue.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor: Any person, other than the Contractor, who agrees to furnish or furnishes any materials, supplies, equipment or services of any kind for or in connection with the Work.

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or providing all labor, and furnishing and incorporating all materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

Work Change Directive: A written statement to Contractor issued on or after the effective date of the agreement and signed by City ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive should not change the Contract price or the Contract times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract price or Contract times.

4.4 LEGAL RELATIONS, RESPONSIBILITIES TO THE PUBLIC, AND SAFETY

- A.** In cases of conflict between different regulations, the more stringent regulation shall apply.
- B.** The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA). The Contractor shall maintain at the Project Site all articles necessary for providing first aid to the injured. The Contractor shall establish, publish and make known to the employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employee, who may have been injured on the Project Site. Employees should not be permitted to Work on the Project Site before the Contractor has established and made known procedures for removal of injured persons to a hospital or doctor's care.
- C.** The Contractor shall be solely and completely responsible for the Work conditions, including safety for all persons and property in the performance of Work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Project Manager to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the Project Site.
- D.** Contractor must ensure that employees and subcontractors wear appropriate safety gear at all times and follow all applicable safety practices.
- E.** Contractor shall follow all applicable Federal (Code of Federal Regulations), State (Washington Administrative Code) and City (Tacoma Municipal Code) laws and ordinance as they relate to the project, even if not specifically called out below:
- FR 1910: Occupational Safety and Health Standards
 - FR 1926: Safety and Health Regulations for Construction
 - WAC 296-876: Using ladders, portable or fixed
- F.** Contractor shall not use or allow the use of any controlled substances or tobacco projects on the Project Site.
- G.** Contractor is required to provide Fire Extinguishers as required by location and classes of fire exposures.
- H.** Contractor is required to provide guardrails around all hazardous equipment and at all locations where limited access is required. Protect the Project Site from access by the public. Protect the public by use of guardrails, barriers, warning lights, and other means as necessary.
- I.** Contractor is required to ensure workers and work areas are adequately protected from fire hazards and heat hazards resulting from handling, mixing and applications of substances.

4.5 TIME OF COMPLETION

The Master Site shall have final completion on or before 90 working days and all other Project Sites shall have final completion on or before 120 working days (Holidays are not included) following Notice to Proceed. If a Notice to Proceed has not been issued by the 30th day after the award of the contract, the allowable time of completion will begin on day 31 following the award of the contract; however that does not alleviate the Contractor from completing all submittals for approval. Contractor is cautioned that this timeline will likely require that significant portions of the Work will need to be managed concurrently between all Project Sites. Contractor will work together with City Project Manager to efficiently complete the project on time and within contract amount.

4.6 TIME OF WORK

Normal working hours shall be between 7:00 a.m. to 5:00 p.m., Monday through Friday. No Work shall be performed, unless otherwise approved by City Project Manager, on Project Sites on Saturday, Sunday, or holidays as defined.

4.7 REQUIREMENTS OF BIDDERS

- A. Only bids from contractors with substantial experience and a successful performance record will be considered in awarding the contract. Bidders shall, on the “**Record of Prior Contracts**” form, present evidence at the time of opening bids that they have had experience in the kind of Work to be performed. Bid submittals of inexperienced contractors and those who have failed to properly perform other contracts may be rejected for such cause.
 - 1. Substantial experience means a minimum of fifteen (15) years of experience in the design and installation of systems of similar types. Also having an employee on staff who can show proficiency at least equal to a NICET level IV certification in special hazards design.
 - 2. Be a licensed and authorized reseller/installer of Kidde Fire Suppression Systems.
- B. The City may consider the qualifications of the contractor, based upon their past construction record, and may check references in determining if a bidder is qualified.
- C. To demonstrate their qualifications for the project, each bidder shall fill out the provided Questionnaire to demonstrate experience on similar type of projects. The selected Contractor shall possess licenses that authorize them to provide the necessary services in the State of Washington and City of Tacoma. The successful bidder shall also provide a statement as to their record of claims with Washington State Labor and Industries, by providing a copy of their OSHA 200 record, and identify any other significant aspects of their work safety history upon request.
- D. Requests for clarification
 - 1. Technical questions and/or requests for clarification pertaining to the Work are to be submitted via email by contacting Joe Parris, jparris@cityoftacoma.org, prior to

submitting the bid. Each bidder must comply with the following conditions:

- a. Examine the Contract Documents thoroughly
- b. Understand the needs of the individual buildings
- c. Become familiar with local conditions that may, in any manner affect the performance of the Work
- d. Become familiar with federal, state and local laws, ordinances, rules and regulations that may affect the performance of the Work

E. It is highly recommended that you attend the pre-bid meeting, but will be required to attend the pre-construction meeting and both site inspections (unless only one is necessary.)

4.7.1 Local Employment and Apprenticeship Training Program (LEAP)

LEAP is a City of Tacoma economic development program adopted to provide employment opportunities for City of Tacoma residents on qualifying City funded projects. It requires the prime contractor or service provider performing a qualifying public works project or service contract to ensure that 15-percent of the total labor hours worked on the project are performed by apprentices approved by the Washington State Apprenticeship Council (SAC) and/or residents of Tacoma. Compliance may be met through any combination of utilizing residents of Tacoma or SAC apprentices on the project. Residents entering apprenticeships or other related training programs may be screened to work on City public works projects or service contracts.

Contractors/vendors may obtain further information by contacting the City's LEAP Coordinator, Clifford Armstrong, at 253-591-5826 or carmstrong@cityoftacoma.org. The LEAP coordinator can assist contractors in the recruitment of qualified employees from the Private Industry Council and other pre-employment and training organizations available in the area. The LEAP Office is located in the City's Community & Economic Development Department, Tacoma Municipal Building, 747 Market Street, Room 808, Tacoma, Washington 98402.

4.7.2 Performance, Payment, and Retainage Bonds

A. Performance and Payment Bonds

The Contractor shall provide both a Surety and Payment Bond for 100-percent of the total contract award within ten (10) calendar days after award of the contract in accordance with the General Provisions. These bonds shall be required for each contact awarded under this specification.

B. Retainage Bond

A 5-percent retainage bond may be provided in lieu of the City withholding five-percent retainage. If a retainage bond is not obtained, the City will withhold 5-percent retainage until the end of the contract. If a retainage bond is provided, the City form must be used. Contractor shall provide notice of intent to provide retainage bond ten (10) days prior to first invoice. The City may elect to allow submission of retainage bond after the first payment at its discretion.

4.8 PLANNING OF WORK AND PROGRESS SCHEDULES

- A. The Contractor shall submit at least the required submittals for the Master Site no later than 15 days after the award of the contract. The Project Manager will issue a Notice to Proceed after review and approval all Submittals.
- B. If extreme weather conditions or acts of God, are deemed by the Project Manager to be unsuitable for proper or safe installation or restrict access to the Project Site, then the Work shall not start or shall be interrupted until conditions have improved sufficiently as to allow the Work to progress without delay. Working stoppages of this type could be a basis for a claim of delay if agreed in writing between the Contractor and the Project Manager.
- C. City's Right to Stop Work: If City determines that Work performed by the Contractor is not in accordance with the requirements of the contract specifications, or the Contractor fails to perform Work in accordance with Contract Documents, the Project Manager may issue a written order to stop Work, or any portion of the Work, until the Contractor meets the contract specifications, or the cause of the stop Work order has been resolved. The right of City to stop Work shall not be a cause for additional costs or charges.
- D. City's Right to Continue Work: If the Contractor fails to correct the cause of a stop Work order, or fails to meet the requirements of the contract specifications or documents after seven days, the Project Manager may provide the Contractor a second written notice to correct Work deficiencies. If the Contractor fails to make corrections after three additional days, City may correct such deficiencies. The Project Manager will then issue a change order, and an appropriate amount shall be deducted from payments due the Contractor for the reasonable cost of correcting deficiencies. The appropriate amount will consist of any expenses incurred by the City to correct the Work deficiency, including but not limited to hourly compensation for Project Manager, additional City staff and Consultants.
- E. City's Right to Terminate Contract: City may terminate the contract if the Contractor:
 - 1. Fails to supply properly trained and skilled workers; or
 - 2. Fails to supply proper and appropriate tools and equipment; or
 - 3. Fails to provide prompt payments to subcontractors; or
 - 4. Disregards laws, ordinances, rules, regulations, codes; or
 - 5. Substantially breaches contract specifications or documents, or breaches safety rules, regulations, or standard practices.
- F. Supervision and Construction
 - 1. The Contractor shall supervise, direct, and be responsible for all work. This is to include all employees, labor and services; whether they are supplied directly by the Contractor or by others subcontracted by the Contractor. The Contractor shall be solely responsible for all coordination, construction, techniques and methods, delivery, security, services and subcontractors they employ.

2. The Contractor shall designate a Construction Supervisor who shall represent the Contractor, and shall provide and receive communications to and from the Project Manager. Important or critical project information shall be confirmed via email.
3. Unless specifically noted, the Contractor shall provide all labor, materials, equipment, tools, machinery, transportation, utilities, storage, restrooms, meeting space and other facilities and services necessary for the safety of all present at the Work location and the proper and timely completion of the Work.

I. Project Administration

1. The Contractor will manage the project to keep it on schedule and communicate any changes to the Project Manager.
2. Prior to commencing any Work, the Project Manager will schedule a Pre-Construction meeting with all parties.
3. Contractor and Construction Supervisor shall be equipped with some means of constant communications, such as a mobile phone. This equipment will not be supplied by City, nor will cellular service be arranged.
4. The Construction Supervisor will provide the Project Manager with daily updates on Project Site progress, in verbal or electronic form.
5. The Construction Supervisor shall be onsite at all times, unless a request is made in advance and agreed to by the City Project Manager, and an alternative responsible representative from the agency is available.
6. The Construction Supervisor will provide written weekly status updates that will include progress made, any issues or problems onsite and whether the project remains on track.

- J. City reserves the right to execute other contracts for unrelated Work to be fulfilled at these Project Sites running concurrently with this project. If any portion of the Contractor's Work depends upon proper execution or results of any other provider, including materials or equipment supplied by City, the Contractor shall promptly inspect and report to the Project Manager any deficiencies that render the Work unsuitable for the Contractor's use. Failure to so inspect and report shall constitute an acceptance of the other provider's Work as fit and proper for the reception of the Contractor's Work.

4.9 PERMITS

It is the responsibility of the Contractor to obtain and pay for any permits necessary to complete the Work.

4.10 SUBMITTALS

- A. After award of contract, before any material is fabricated or shipped, the Contractor shall submit to the Project Manager a set of submittals which shall include:
1. A complete equipment list
 2. Project Schedule, including Work and material acquisitions/timelines
 3. Site specific health & safety plan as explained in Section 4.1.2.b
 4. Acceptance Test Plan
 5. Certification documentation
 6. Confirmation of spare parts and 24 hour emergency service availability
- B. The submission of a bid will constitute an incontrovertible representation by the bidder that the bidder has complied with the requirements of the Request for Bids. Bidder shall have sole responsibility for the review of all drawings, specifications, and other descriptive materials provided by City and shall take responsibility for all Work to be performed through the submission of the bid. Errors and omissions are the sole responsibility of the bidder. Changes to submittals will not be allowed unless there were previously approved submittals requesting clarification or additional information by the Project Manager.
- C. Submittals are due to the City for review within 15 days of the award date.
- D. 10 calendar days are allotted for City review of submittals, this includes any required resubmittals.
- E. Submittal deliveries may be made by mail, personal hand delivery or electronically submitted.
- F. No oral agreement or conversation with any officer, agency or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the Contract Documents. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, see Exhibit F for the approved Change Request methods.
- G. Each submittal shall be reviewed and stamped as reviewed and approved by the Contractor prior to submission to City.

- H. The Project Manager may permit the use of certain materials prior to sampling and testing if accompanied by a certificate of compliance, stating the materials involved comply in all respects with the requirements of the contract. The certification shall be signed by the manufacturer of the material. A certificate shall be furnished with each lot of material delivered for the job and each lot number if applicable shall be clearly identified in the certificate. All materials used on the basis of a certificate of compliance may be sampled and tested at any time. The fact that the material is used on the basis of a certification of compliance shall not relieve the Contractor of responsibility for incorporating material into the Work which conforms to the requirement of any Contract Documents.
- I. The Project Manager will use the following review stamps with the following meanings.
1. APPROVED: Is acceptance, and means that the submittal appears to conform to the respective requirements of the Contract documents. No resubmittal is required.
 2. APPROVED AS NOTED: Is acceptance, and means that the submittal appears to conform to the respective requirements of the Contract Documents, upon incorporating of the Project Manager corrections as marked in the document. No resubmittal is required.
 3. RESUBMISSION REQUIRED: Is a disapproval, and means the submittal has been thoroughly reviewed and found to have sufficient errors of such magnitude that incorporation could violate the Contract Documents. The submittal must be corrected and resubmitted. No additional time will be granted for resubmittals of this nature.
 4. NOT APPROVED: Is a disapproval, and means that the submittal is deficient to the degree that the Project Manager cannot correct the submittal with a reasonable degree of effort. This submittal needs revision or completeness to be properly reviewed. This submittal must be corrected and resubmitted. No additional time will be granted for resubmittals of this nature.

4.11 BID EVALUATION

- A. The bid proposal allows a potential Contractor to bid on the installation of fire suppression systems at seven (7) radio communication buildings. To be considered responsive, the Bidder shall submit a price on each and every item of Work listed as well as completion of the included Questionnaire. It will be necessary to evaluate various factors to insure the equipment proposed by the successful bidder will, in City's opinion, best meet the requirements.

4.12 COORDINATION

- A. The Contractor shall coordinate with the Project Manager and with vendors providing parts required for repair by the Contractor to insure that the Contractor and the vendors prepare schedules to complete the Work on time and within budget. All such coordination will be the responsibility of the Contractor.
- B. The Contractor shall also coordinate with FPI at the following times during the work to ensure FPI is able to install the required monitoring equipment and have it connected and ready for final testing. FPI can be reached by contacting Sam via email (sam@fpiseattle.com) or telephone (425-290-9600).
- when both clean agent panel and 120vac outlet are installed at each site and
 - 72 hours prior to AHJ fire final acceptance test at each site
- C. The Contractor shall diligently comply with the following requirements:
1. Cooperate in planning and layout of the Project Site in advance of operations.
 2. Inform Subcontractors of job requirements at proper time to prevent delay or revisions.
 3. Insure delivery of materials and performance of Work on coordinated schedule with any Subcontractors.

4.13 INTENT OF CONTRACT DOCUMENTS AND COMPLIANCE WITH SPECIFICATIONS

The included Exhibits are intended to be complementary and provide clarification where necessary. However, should anything be shown, indicated, or specified on one and not the other, it shall be done the same as if shown, indicated or specified in both. *In the event of a conflict within the Contract Documents, the more stringent conditions shall apply unless specifically addressed through City-approved and signed specification revisions.* The Contract Documents are complementary in that what is called for by one is as binding as if called for by all. The purpose of the specifications is to interpret the intent of the drawings and to designate the method of the procedure, type and quality of materials required to complete the Work.

Components that do not comply with any part of these specifications shall be rejected and the vendor shall, at its own expense, including shipping, replace the rejected components with components that comply with these specifications. If these specifications are not satisfied, City may terminate the contract.

4.14 WORKMANSHIP, QUALITY ASSURANCE, AND INSPECTIONS

Work shall be performed in a quality manner, by craftsmen skilled in their particular trade, according to the best method known for each craft and the most current engineering practices. Work shall be performed in accordance with the City-approved specifications, manufacturer's recommendations, the best practices of the trade, and in accordance with all required local, state and federal codes, regulations and standards.

Completed Work shall present a neat and finished appearance. Workmanship that does not comply with these specifications or violations of safe labor practices may result in termination of the contract.

4.15 PROJECT SITE USE, CARE AND PROTECTION OF PROPERTY

The Contractor shall confine construction Work, storage of materials, equipment and machinery to areas defined by the Project Manager at the pre-construction meeting. The Contractor will make every effort to protect the Project Sites and other off-site areas from any disturbance.

The Contractor shall keep the Project Site and surrounding areas free from waste materials accumulated during construction. Waste materials should be removed at the end of each work day, and once Work is complete and prior to the preliminary final inspection the Contractor shall remove all tools, scaffolding, waste and surplus materials, Contractor tools, construction equipment, machinery, and shall leave the Project Site clean and ready for use.

The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the Contractor, such property shall be restored by the City of Tacoma to a condition similar or equal to that existing before the damage was done. Contractor shall be responsible for the costs incurred by the City to complete this work. It is the Contractor's responsibility to document any preexisting damage prior to the start of Work. Preexisting damage is considered "documented" when the Project Manager has acknowledged receipt of written or photographic evidence of damage.

4.16 CLEAN UP AND DISPOSAL OF EXCESS MATERIAL

- A. During the course of the Work, the Contractor shall keep the Project Site of his/her operations in a clean and neat condition. Contractor shall leave the entire Project Site in a neat and orderly condition as directed by the City on a daily basis and at the completion of the job.
- B. Specify a location on the Project Site where all trash and debris will be collected during the workday.
- C. In no case shall equipment be cleaned using free draining water.
- D. Retain all cleaners, thinners, solvents and other products containing Volatile Organic Compounds (VOCs) and store in designated containers and ensure proper disposal.

- E. Wipe up any spills with rags and other absorbent material immediately.
- F. In order to prevent environmental pollution arising from the construction activities related to the performance of this Contract, the Contractor and any subcontractors shall comply with all applicable Federal, State, and local laws and regulations.
- G. Visually inspect exterior surfaces and remove all traces of soil, waste materials, wood or concrete, smudges and other foreign matter. All cleaning of the Project Site surfaces shall be completed prior to sign-off. Contractor shall remove all traces of splashed material from adjacent surfaces. All waste shall be disposed of in a proper and legal fashion at an authorized facility.
- H. At the end of each day sweep any paved areas within the Project Site.
- I. Have and maintain appropriately sized and stocked spill kits stationed in all areas of chemical storage.
- J. In the event of a release or spill no extra payment shall be made by the City if the release or spill was caused by or resulted from the Contractor's operation, negligence or omissions.

4.17 TEMPORARY FACILITIES

All temporary facilities described herein shall be provided by the Contractor and shall meet applicable safety and health codes.

- A. ELECTRICAL POWER: The Contractor shall ensure there is adequate power at each site before starting work, if there is not the contractor shall be responsible to bringing additional power to the site.
- B. TOILETS: Toilets are not available on Project Sites.
- C. WATER FOR CONSTRUCTION PURPOSES: Water is not available on Project Sites.
- D. PARKING: Parking for Contractor employees and equipment is available at the Project Site; with the exception that limited free parking will be available at the Master Site.

4.18 MATERIALS

Unless otherwise indicated, provide all high quality, new and unused materials, free from any defects, and suitable for the intended use and the space provided. All materials shall be the best available for the purpose intended as dictated by the best current engineering practice. Materials shall be approved by Underwriters Labs (UL), American Society for Testing and Materials (ASTM), Factory Mutual (FM), and National Electrical Manufacturers Association (NEMA), wherever standards have been established by those organizations.

Furnish and install all incidental items not specifically shown or specified, which are required by good practice to provide complete and fully operational systems.

Where two or more units of the same class of material or equipment are required, provide products of a single manufacturer/supplier within the same batch as applicable.

The Contractor guarantees to City that all materials and equipment will be new and of the highest quality, and that Work will be free of defects and conform to the requirements of the contract and specifications. The Contractor shall be responsible for the quality, condition, and installation of all materials and equipment. Contractor shall store all materials in a level and dry fashion and in a manner that does not necessarily obstruct the flow of other Work. Any storage method must meet all recommendations of the associated manufacturer.

Materials delivered to the Project Site must be in unopened containers bearing the manufacturer's name and product description on them.

Materials must be stored in a dry, well ventilated area in closed containers. Storage areas must remain in a clean, neat and orderly manner.

4.19 DAMAGE TO MATERIALS OR COMPLETED WORK

The Contractor shall assume all responsibility for damage to or loss of material or completed Work until final acceptance of the contract by the Project Manager.

4.20 LOCATION ACCESS

Access to the Master Site will be coordinated with Tacoma Fire Department, and Tacoma Fire personnel must be with contractors whenever work is being done in the Server Room. Access to all remote Project Sites will be provided on the first day of Work at each Project Site; the Project Manager will be onsite to provide access. Contractor shall have full access to the Project Site within specified working hours during the scope of the Project. Contractor is responsible for Project Site security during the project, up until final acceptance has been granted; Contractor will be required to ensure the gates remain locked after hours and are secured to keep the public from entering the Project Site during the work day. Jobsite trailers will not be allowed onsite unless special permission is given prior to the start of Work at a particular Project Site. It shall be the Contractor's responsibility to protect/secure all materials and equipment at each Project Site until all final inspections have been performed by City. Contractor is to use locks provided by the City on all City gates.

4.21 PROJECT SITE LOCATION INVESTIGATION

The Contractor shall satisfy themselves as to the conditions existing within the project area, the type of equipment required to perform the Work, the character, quality and quantity of the subsurface materials to be encountered insofar as this information is reasonably ascertainable from an inspection of the Project Site, as well as from information presented by the drawings

and specifications. Any failure of the Contractor to acquaint themselves with the available information will not relieve Contractor from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. City assumes no responsibility for any conclusions or interpretation made by the Contractor on the basis of the information made available by City.

4.22 CONFLICT WITH SPECIFICATIONS

The Contractor shall be responsible for verification of all measurements at the Project Site before ordering any materials or doing any Work. No extra charge or compensation shall be allowed due to a difference between actual dimensions and dimensions indicated on the construction drawings. Any such discrepancy in dimension that may be found shall be submitted to City for consideration before the Contractor proceeds with the Work in the affected areas.

The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself prior to the bidding.

No plea of ignorance of conditions that exist, or of difficulties, or conditions that may be encountered, or of any other relevant matter concerning the Work to be performed in the execution of the Work will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill every detail of all the requirements of the Contract Documents governing the Work.

4.23 SUBCONTRACTOR APPROVAL

If City rejects any Subcontractor after the notice of award because of unsatisfactory Work or if the Contractor finds it necessary to change any Subcontractor after the notice of award, the Contractor shall procure a replacement acceptable to City at no increase in the contract price, or extension in contract completion date.

4.24 INDEMNIFICATION

Paragraph 2.05A of the General Provisions is hereby amended to provide that in addition to the City, the Contractor shall indemnify and hold harmless any Consultants used by the City, and the respective employees, directors, and agents of the City, under said Indemnification provision requirements.

4.25 SAFETY PLAN

It shall be the responsibility of the Contractor to formulate all written safety plans; including all safety plans listed in Section 4.02 Project Site Tasks, consistent with all applicable Federal, Washington State, and local laws and regulations. Copies of the safety plan shall be distributed to all prime contractors, subcontractors, Project Manager, and any other companies or personnel which may be required to be on Project Site during the construction

of this project.

4.26 GUARANTEE

This paragraph supplements General Provisions Paragraph 2.08. Contractor shall provide a three-year factory warranty on all installed components, so long as preventative service and maintenance is current by factory authorized distributors. Normal manufacturer's warranties shall be assumed to apply to all items manufactured by others unless so noted by Contractor. This guarantee shall include all parts, labor and other expenses, so that no cost to the City from any guarantee related problem will result. Manufacturer's warranty information shall be submitted to the Project Manager during project close out.

4.27 PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be scheduled after the award of the Contract at the Tacoma Radio Service Center. Project Manager will notify the Contractor as to the date and time of the meeting. Contractor's Construction Supervisor and Contractor's Subcontractor representatives shall attend this meeting with City Project Manager and other associated project staff.

4.28 CONTACT INFORMATION

For information regarding this specification, bidders may contact: Joe Parris at jparris@cityoftacoma.org.

City reserves the right to request additional information to ascertain acceptability prior to awarding the contract. Failure to supply requested information may be cause to reject the bid as non-responsive. If there is additional information or changes regarding these specifications, a Notice of Addendum will be sent to each prospective bidder.

4.29 CHANGES AND CHANGE ORDERS

Change orders may be initiated by City and/or the Contractor involved per Exhibit F. The Contractor, upon verbal request from City shall prepare a written proposal describing the change in Work or materials and any changes in the contract amount and present to Project Manager for approval.

4.30 PAYMENT

The following paragraphs supplement General Provisions Paragraphs 3.12 and 3.13: Requests for monthly progress payments and the final retainage payment shall be submitted to City separately. Payment will be made by City to the Contractor in accordance with the Contract Documents.

Payments, partial payments, final payment, and authorized adjustments, are the amounts payable by City to the Contractor for the performance of Work under the Contract Document. The Contractor will pay each subcontractor promptly, out of the payments received from City.

The Contractor can prepare and submit a payment schedule, for City and Project Manager approval, of progress or partial payments and a final payment.

For final payment and closeout, the Contractor shall certify in writing that Contract Documents have been reviewed, all installed items and Work have been tested, that all adjustments have been performed, meets all conditions and specifications of the Contract Documents and all open punch list items are resolved to the satisfaction of Project Manager. The Contractor shall remain on Project Site as long as necessary to correct any defects determined by Project Manager.

4.31 CLOSE-OUT PROCEDURES

The Contractor shall notify the Project Manager when all Work or portions of the Work are complete and ready for inspection at each site. The Contractor shall provide the following to the Project Manager at least 10 days prior to the requested inspection dated:

- Payroll Reports listing all hours worked on the Project for all staff onsite
- Materials Purchased
- Materials Used
- Manufacturer's Guarantees, Warranties and any required maintenance
- As-Built Drawings (CAD and PDF)

Prior to the requested date of the inspection, the Contractor shall perform or provide the following as applicable:

- Temporary facilities shall be removed
- The Project Site and all applicable appurtenances and improvements shall be cleaned

The Contractor shall be represented by its Construction Supervisor and any Subcontractors deemed appropriate by Contractor to answer questions from the Project Managers' inspection team.

The Contractor shall promptly correct any deficiencies noted during the preliminary final inspection.

The Contractor shall notify the Project Manager when all punch list deficiencies have been completed. The Project Manager will promptly set a time for final inspection, at which time the Project Manager (including any required inspectors and Tacoma Fire personnel) will complete a final inspection of the Work. The Contractor will promptly correct any further deficiencies noted.

Once all Work has been substantially completed in accordance with the Contract Documents and the Affidavit of Wages Paid has been submitted to L&I, the Project Manager will recommend the City issue a Certification of Substantial Completion. If punch list deficiencies

still exist and the Contractor has provided a fixed schedule for completion of those deficiencies, the Project Manager will attach the corresponding punch list and schedule to the Certificate of Substantial Completion.

The date of the Certificate of Substantial Completion will establish the completion date of the Work, or portions thereof as specifically referenced in the Certification for determining liquidated damages.

Upon completion of the punch list items, the Project Manager will recommend the City formally accept the Work.

Acceptance of the Work and final payment will be made in accordance with applicable Public Works and Improvement project guidelines.