



City of Tacoma, WA

**PUBLIC WORKS ENGINEERING
REQUEST FOR QUALIFICATIONS
EAST PORTLAND AVE SAFETY IMPROVEMENTS
SPECIFICATION NO. PW17-0391F**



City of Tacoma
Public Works Engineering

REQUEST FOR QUALIFICATIONS PW17-0391F
East Portland Ave Safety Improvements

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, November 7, 2017

Submittal Delivery: Sealed submittals will be received as follows:

<p>By Carrier: City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35th Street Tacoma, WA 98409</p>	<p>In Person: City of Tacoma Procurement & Payables Division Tacoma Public Utilities Lobby Security Desk Administration Building North – Main Floor 3628 S 35th Street Tacoma, WA 98409</p>
<p>By Mail: City of Tacoma Procurement & Payables Division Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007</p>	<p>Note: This is a change in location for in-person deliveries.</p>

Submittal Opening: Sealed submittals in response to a RFQ will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor in the same building. After 1:00 p.m. the day of bid opening, preliminary submittal results and names of vendors submitting bids are posted to www.TacomaPurchasing.org for public viewing.

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

Project Scope: The East Portland Avenue Safety Improvements project is seeking a consultant to design and/or provide modifications to traffic signals, pedestrian ramps and channelization islands at several signalized intersections along Portland Avenue between E. 72nd Street and Puyallup Ave.

Paid Leave and Minimum Wage: Effective February 1, 2016, the City of Tacoma requires all employers to provide paid leave and minimum wages, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit www.cityoftacoma.org/employmentstandards.

The following is applicable to Federal Aid Projects: The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Doreen Klaaskate, Senior Buyer by email to dklaaskate@cityoftacoma.org

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

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



**CITY OF TACOMA
PUBLIC WORKS DEPARTMENT**

REQUEST FOR QUALIFICATIONS

EAST PORTLAND AVE SAFETY IMPROVEMENTS

SPECIFICATION NO. PW17-0391F

**MAZEDUR HOSSAIN, P.E.
PROJECT MANAGER
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

OCTOBER 2017

**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
GOVERNS BOTH GOODS AND SERVICES AS APPLICABLE**

In the event of an award by the City, these Terms and Conditions stated herein, Additional Contract Documents if issued, Solicitation if issued, Purchase Orders if issued by City, and Supplier's Submittal, if provided, shall constitute the Contract between City and Supplier for the acquisition of goods, including materials, supplies, and equipment or for the provision of services and deliverables.

Said documents represent the entire Contract between the parties and supersede any prior oral statements, discussions, or understandings between the parties, and/or subsequent Supplier invoices. No modification of the Contract shall be effective unless mutually agreed in writing.

The specific terms and conditions of any Solicitation (Specification, Request for Bids, Request for Proposals, Requests for Qualifications, Requests for Quotations, Request for Information, bid documents, request to enter into negotiations, or other form of solicitation issued by City, including any general, special, or technical provisions associated with such Solicitations) are incorporated herein by reference and supersede these Terms and Conditions where there is conflict or inconsistency.

In the event Additional Contract Documents are negotiated and agreed to in writing between Supplier and City, the specific terms of such Additional Contract Documents are incorporated herein by reference and supersede all other terms and conditions where there is conflict or inconsistency.

These Terms and Conditions, Additional Contract Documents if issued, Solicitation if issued, City purchase order if issued, are controlling over Supplier's Submittal if a Submittal is provided. Submittals if provided are incorporated herein by reference.

1.1 SUPPLIER / CONTRACTOR

As used herein, "Supplier" or "Contractor" shall be the Supplier(s) entering a Contract with City, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

1.2 SUBMITTAL

Submittal means Bids, Proposals, Quotes, Qualifications or other information, content, records or documents submitted in response to a City Solicitation.

1.3 FORMS OF SUBMITTAL

Unless stated otherwise, all submittals must be in SAP Ariba and submitted exactly as specified or directed, and all required forms must be used.

1.4 COSTS TO PREPARE SUBMITTAL

The City is not liable for any costs incurred by Supplier for the preparation of materials or a Submittal provided in response to a solicitation, conducting presentations to the City, or any other activities related to responding to the City's Solicitation.

1.5 LICENSES/PERMITS

- A. Suppliers must have a Washington state business license at the time of Submittal and throughout the term of the Contract. 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://bls.dor.wa.gov>.
- B. Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

1.6 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. Supplier Submittals, all documents and records comprising the Contract, and all other documents and records provided to the City by Supplier are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and Supplier has complied with the requirements to mark records considered confidential or proprietary as such requirements are stated below, City agrees to provide Supplier 10 days written notice of impending release. Should legal action thereafter be initiated by Supplier to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Supplier, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Supplier took no action to oppose the release of information.
- B. If Supplier provides City with records or information that Supplier considers confidential or proprietary, Supplier must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Supplier expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s).
- C. Submission of materials in response to City's Solicitation shall constitute assent by Supplier to the foregoing procedure and Supplier shall have no claim against the City on account of actions taken pursuant to such procedure.

1.7 SUSTAINABILITY

- A. The City has interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.
- B. The City encourages the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. Suppliers are encouraged to incorporate environmentally preferable products or services into Submittals wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
- C. Environmental Standards. The City seeks to ensure that all purchases comply with current environmental standards and product specifications. Where appropriate, third party independent certifiers such as Green Seal and USEPA Standards shall be a minimum specification for products to the City, unless specified otherwise herein.
- D. The City encourages the use of sustainability practices and desires any awarded Suppliers to assist in efforts to address such factors when feasible for:
 - 1. Pollutant releases
 - 2. Toxicity of materials used
 - 3. Waste generation
 - 4. Greenhouse gas emissions, including transportation of materials and services
 - 5. Recycle content
 - 6. Energy consumption
 - 7. Depletion of natural resources
 - 8. Potential impact on human health and the environment

1.8 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in a Solicitation, 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 a Submittal by inserting exceptions to the Solicitation or any conditions, qualifications or additions that vary its terms may result in rejection of the Submittal. The City may reject any submittal containing a material deviation from the Solicitation.

1.9 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

- A. The City reserves the right to correct obvious errors in Supplier's Submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.
- B. Supplier shall notify the City of Tacoma Procurement and Payables Division in writing of any ambiguity, conflict, discrepancy, omission or other error in a Solicitation no later than five business days prior to the submittal deadline.
 - 1. For solicitations conducted in SAP Ariba, Supplier shall notify the City of Tacoma Procurement and Payables Division on the message board of the event.
 - 2. For all other solicitations, Supplier shall notify the contract person listed in the Solicitation.
- C. The City will make necessary modifications by addendum.
- D. Supplier is responsible for identifying ambiguities, conflicts, discrepancies, omissions or other errors in the Solicitation prior to providing its Submittal or the ambiguity, conflict, discrepancy, omission, or other error is waived. Any Submittal that includes assumed clarifications and/or corrections without the required authentication of the same is subject to rejection.

1.10 WARRANTIES/GUARANTEE

- A. Suppliers warrant that all items, including services, as applicable:
 - 1. Are merchantable.
 - 2. Comply with the City's latest drawings and specifications.
 - 3. Are fit for the City's intended use.
 - 4. Will be performed according to the skill and care required by customarily accepted good practices and procedures followed by service providers rendering the same or similar type of service.
 - 5. Are new and unused unless otherwise stated.
 - 6. Comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products Safety Act (CPSA), and all other applicable state and federal laws or agency regulations.
 - 7. Are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

1.11 PATENTS, TRADEMARKS AND COPYRIGHTS

Suppliers warrant that equipment and/or materials furnished, including software, do not infringe on any patent, trademark or copyright, and agree to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

1.12 DELIVERY OF SUBMITTALS TO THE CITY'S PROCUREMENT AND PAYABLES DIVISION

- A. Submittal packages must be received by the City's Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.
- B. Supplier is solely responsible for timely delivery of its Submittal.
- C. Submittals received after the time stated in the solicitation will not be accepted.
- D. For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City's Procurement and Payables Division will rely on the submittal clock in SAP Ariba.

1.13 SUBMITTAL IS NON-COLLUSIVE

Supplier acknowledges that by its delivery of a Submittal to the City in response to a Solicitation, it represents that the prices in such Submittal are neither directly nor indirectly the result of any formal or informal agreement with another Supplier.

1.14 PARTNERSHIPS

The City will allow firms to partner in order to respond to a Solicitation. Multiple suppliers may team under a Prime Supplier's Submittal in order to provide responses to all sections in a single submission; however, each Supplier's participation must be clearly delineated by section. The Prime Supplier will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted only with the Prime Supplier. All contract payments will be made only to the Prime Supplier. Any agreements between the Prime Supplier and other companies will not be a part of the Contract between the City and the Prime Supplier. The City reserves the right to select more than one Prime Supplier.

1.15 WITHDRAWAL OF SUBMITTALS

- A. Prior to Submittal Deadline. Submittals may be withdrawn (including in SAP Ariba) prior to the scheduled submittal deadline.
- B. After Submittal Deadline. No Submittal can be withdrawn after having been opened before the actual award of the contract, unless the award is delayed more than 90 calendar days beyond the date of opening. If a delay of more than 90 calendar days does occur, Supplier must submit written notice to the City purchasing manager that Supplier is withdrawing its submittal.

1.16 ACCEPTANCE OF SUBMITTALS

- A. If the solicitation announcement so states, 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.
- B. All submittals must remain open for acceptance by the City for a period of at least 90 calendar days from the submittal deadline.

1.17 RIGHT TO REJECT

- A. The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, supplement, amend, reduce or otherwise modify the scope of work or cancel the solicitation, and if necessary, call for new submittals.

1.18 RESERVED RIGHTS

- A. By providing a submittal in response to a City solicitation, Supplier 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 Suppliers for any reason whatsoever with or without substitution of another solicitation.
 - 2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Suppliers.
 - 3. To issue addenda for any purpose including:
 - a. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with a procurement.
 - b. To supplement, amend, reduce, cancel, or otherwise modify a Solicitation, including but not limited to modifications to the description of services and/or products contained in the solicitation, by omitting services/products and/or including services/products.
 - 4. To request clarifications, additional information, and/or revised Submittals from one or more Suppliers.
 - 5. To conduct investigations with respect to the qualifications and experience of Supplier(s), including inspection of facilities and to request additional evidence to support any such information.

6. To eliminate any Supplier that submits an incomplete or inadequate response, or is non-responsive to the requirements of a Solicitation, or is otherwise deemed to be unqualified during any stage of the procurement process.
7. To select and interview a single finalist or multiple finalists to further the City's evaluation of Submittals provided in response to a Solicitation. 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 Suppliers in connection with a solicitation process.
8. Except in the case of Requests for Bids, to negotiate any rate/fee offered by a Supplier. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Supplier does not accept the City's final offer, the City may, in its sole discretion discontinue contract negotiations and commence negotiations with another Supplier, except as otherwise provided in Chapter 39.80, RCW.
9. To select and enter into a Contract with one or more Suppliers whose Submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of a Solicitation.
10. To award by line item or group of line items.
11. To not award one or more items.
12. To issue additional or subsequent solicitations.
13. To seek partnerships between one or more Suppliers.
14. Request additional related products and services from the selected Supplier(s) as necessary throughout the term of the Contract.
15. Negotiate costs or fees in the event of new legislation or regulatory changes, or issuance of related compliance guidance, technology enhancements, and innovative solutions.
16. In the event the City receives questions concerning a Solicitation from one or more Suppliers prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Suppliers.
17. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to Supplier and either award to another Supplier or reject all submittals or cancel this solicitation.
18. To cancel award of a contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In providing a submittal, Suppliers agree that the City is not liable for any costs or damages for the cancellation of an award. Supplier assumes the sole risk and responsibility for all expenses connected with the preparation of its submittal.
19. To add additional City departments or divisions to the Contract or develop a separate Contract with the Supplier subject to all terms, conditions and pricing of the original Contract
20. To take any other action affecting a Solicitation or a procurement process that is determined to be in the City's best interests.

1.19 SUBMITTAL CLARIFICATION

Suppliers may be asked to clarify their Submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, Supplier must respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. Supplier's failure to respond to such a request may result in rejection of its Submittal.

1.20 EVALUATION OF SUBMITTALS

- A. The City of Tacoma reserves the right to award to the lowest and best responsible Supplier(s) delivering a Submittal in compliance with the Solicitation, 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. Suppliers who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

1. 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:
 - a. Compliance with a Solicitation and with applicable City requirements, including by not limited to, the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs.
 - b. 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).
 - c. The total cost to the City, including all applicable taxes, may be the basis for contract award.
 - d. Time of delivery and/or completion of performance (delivery date(s) offered).
 - e. Warranty terms.
 - f. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
 - g. Previous and existing compliance with laws and ordinances relating to contracts or services.
 - h. Sufficiency of financial resources.
 - i. Quality, availability, and adaptability of the supplies or services to the particular use required.
 - j. Ability to provide future maintenance and service on a timely basis.
 - k. Location of nearest factory authorized warranty repair facility or parts dealership.
 - l. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications, and skill to perform the contract or provide the services required.
2. 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.
3. All other elements or factors, whether or not specifically provided for in a Solicitation, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of a Contract. The final award decision will be based on the best interests of the City.

1.21 CONTRACT OBLIGATION

- A. The Submittal contents of the successful Supplier will become contractual obligations if a Contract ensues.
- B. In the event the City of Tacoma determines to award a Contract, the selected Supplier(s) may be requested to execute Additional Contract Documents.
- C. Supplier shall register with the City of Tacoma on the SAP Ariba Network and be enabled for transactions upon request by the City.
- D. Suppliers may propose amendments to City's Contract documents or to these Terms and Conditions, but the City retains the right to accept or reject proposed amendments.
- E. No costs chargeable for work under the proposed Contract may be incurred before mutual acceptance and execution as directed.

1.22 AWARD

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

1.23 SUPPLIER'S REFUSAL TO ENTER INTO CONTRACT

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

1.24 LEGAL HOLIDAYS

- A. The City of Tacoma observes the following holidays, which shall apply to performance of all contracts:

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

- B. 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.

1.25 CONTRACT TERM

All services shall be satisfactorily completed and all deliverables provided by the termination date stated, and the Contract shall expire on said date unless mutually extended in writing by the parties.

1.26 EXTENSION OF CONTRACT

Contracts shall be subject to extension at City's sole discretion.

1.27 TERMINATION AND SUSPENSION

- A. Supplies. The City reserves the right to terminate a Contract at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
- B. Services. The City may terminate a Contract at any time, with or without cause, by giving 10 business days written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.
- C. Suspension. For either services or supplies, the City may suspend a Contract, at its sole discretion, upon three business days' written notice to Supplier. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Supplier's actual expenses and shall be subject to verification. Supplier shall resume performance of services under the Contract without delay when the suspension period ends.
- D. Termination or suspension of a Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Supplier relative to performance under a Contract.

1.28 DEFAULT/BREACH

In the event of material default or breach by Supplier on any of the conditions of a Contract, Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due Supplier, or collect against the bond or security (if any), or may invoice and recover from Supplier all costs paid in excess of the price(s) set forth in the Contract. **CHANGES**

- A. Supplies. The City at any time by written change order or other form of written contract amendment may make reasonable changes in the place of delivery, installation, or inspection, the method of shipment or packing, identification and ancillary matters that Supplier may accommodate without substantial additional expense.
- B. Services. 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 other written form of contract amendment. If the changes will result in additional work effort by Supplier the City agrees to reasonably compensate Supplier for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Any new services accepted by the City may be added to the Contract and/or substituted for discontinued services. New services shall meet or exceed all requirements of original award.
- C. Expansion Clause. A Contract may be further expanded in writing to include other related services or products normally offered by Supplier, as long as the price of such additional services or products have a profit margin equal to or less than that in place at the time of original submittal. Such additions and prices will be established in writing. New items not meeting these criteria will not be added to the Contract. Supplier profit margins are not to increase as a result any such expansion.

1.29 SCOPE OF SERVICES

Supplier agrees to diligently and completely perform the services required by a Contract.

1.30 SERVICES DO NOT INCLUDE PUBLIC WORK

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

1.31 PREVAILING WAGES

- A. If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.
- B. If applicable, a Schedule of Prevailing Wage Rates for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:
 - 1. Be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits,
 - 2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule, and
 - 3. 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 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.

1.32 CONTRACT PRICING

- A. Submitted prices shall include costs of submittal preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, insurance costs, bonds, labor, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material, and workmanship.
- B. Surcharges of any type will not be paid.
- C. If applicable, related additional products and corresponding services of benefit to the City not specifically required in a solicitation, but which Supplier offers to provide, may be included with the submittal. Supplier may request to add new products if the City approves them and Supplier can demonstrate the pricing is from the same pricing structure/profit margin.
- D. Unless specifically stated otherwise, only firm prices will be accepted and all prices shall remain firm during the term of a Contract.
- E. Price increases may at City's discretion be passed along during a contract period if the increase is mandated by statute.
- F. By submitting prices, Supplier warrants prices equal to or better than the equivalent prices, terms, and benefits offered by Supplier to any other government unit or commercial customer.
- G. Should Supplier, during the term of a Contract, enter into any other contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other government unit or commercial customer, the Contract with the City shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the City. This provision applies to comparable products and purchase volumes by the City that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits, or more favorable terms.
- H. If at any time during the term of the Contract, Supplier reduces prices to other buyers purchasing approximately the same quantities stated on the Contract, Supplier will immediately notify the City purchasing manager of such fact, and the price(s) for future orders under the Contract shall be reduced accordingly.
- I. The City is entitled to any promotional pricing during the Contract period.
- J. Price decreases shall be immediately passed on to the City.
- K. The City reserves the right to increase or decrease the quantities of any item awarded pursuant to the Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

1.33 APPROVED EQUALS WHEN ALTERNATES ARE ALLOWED

- 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 Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.
- 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 Supplier 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 Supplier's expense.
- C. When a brand name or level of quality is not stated in Supplier's submittal, it is understood Supplier's submittal shall exactly confirm with those required in the Contract. If more than one brand name is stated in a Solicitation, Supplier(s) must indicate the brand and model/part number to be supplied.

1.34 RISK OF LOSS, SHIPPING AND DELIVERY

- A. 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 Supplier until delivery is tendered.
- B. Delivery. Delivery will be to the designated addresses set forth in a Solicitation or as otherwise stated in the Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except Legal Holidays. Failure to make timely delivery shall be cause for termination of the contract or order and return of all or part of the items at Supplier's expense except in the case of force majeure.

1.35 DELIVERY OF PRODUCTS AND PROVISION OF SERVICES – IDLING PROHIBITED

- A. The City of Tacoma has a commitment to reduction of unnecessary fuel emissions and improving air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.
- B. Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City of Tacoma for more than three minutes. The City requires contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when associated power is necessary to make a delivery or provide the service, when the engine is used to provide power to another device, and when a running engine is required for proper warm-up and cool-down of the engine.

1.36 PACKING SLIPS AND INVOICES

- A. 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 if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.
 - 1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
 - 2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to accountspayable@cityoftacoma.org.
 - 3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to pcardadmin@cityoftacoma.org.
- B. Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of the Contract are superseded and shall not apply to the Contract unless expressly accepted in writing by the City.
- C. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

- D. Supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

1.37 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on the Contract with the City in accordance with the terms and prices of the Contract if all parties are agreeable. Each public agency shall formulate a separate contract with Supplier, incorporating the terms and conditions of the 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 Supplier's responsibility to inform such public agencies of the Contract with the City. Supplier shall invoice such public agencies as separate entities.

1.38 TAXES

- A. Unless otherwise stated, applicable federal, state, City, and local taxes shall be included in the submittal and in contract as indicated below. 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.
 - 1. 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 Supplier fails to include any applicable tax in its submittal, then Supplier shall be solely responsible for the payment of said tax.
 - 2. State and Local Sales Tax. The City of Tacoma is subject to Washington state sales tax. It is Supplier'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.
 - 3. City of Tacoma Business and Occupation Tax. It is Supplier'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.
- B. Any or All Other Taxes. Any or all other taxes are the responsibility of Supplier unless otherwise required by law. Except for state sales tax, Supplier acknowledges that it is responsible for the payment of all taxes applicable to the Contract and Supplier 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.
- C. If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of the Contract, Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event Supplier 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 Supplier 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 Supplier's total compensation.

1.39 COMPENSATION

- A. The City shall compensate Supplier in accordance with the Contract. Said compensation shall be the total compensation for Supplier'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 Supplier. Unless stated otherwise the total stated compensation may not be changed without a written change order or other form of contract amendment.
- B. Payment(s) made in accordance with the Contract shall fully compensate Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier.

1.40 PAYMENT TERMS

- A. 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. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The City may withhold payment to Supplier for any services or deliverables not performed as required hereunder until such time as Supplier modifies such services or deliverables to the satisfaction of the City.

- B. 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. Upon CITY'S request, Supplier shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

1.41 PAYMENT METHOD – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

- A. Payment methods include:
 - 1. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules.
 - a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
 - b. Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
 - 2. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH).
 - 3. Check or other cash equivalent.
- B. The City's preferred method of payment is by Visa credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City's authorized procurement card as a method of payment. **The City of Tacoma will not accept price changes or pay additional fees when the procurement card is used.**
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

1.42 NOTICES

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

1.43 INDEPENDENT CONTRACTOR STATUS

- A. Supplier 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 Supplier 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 Supplier. Supplier 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, Supplier agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.
- B. Unless otherwise specified in writing, Supplier shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under the Contract. Supplier, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform the Contract.

1.44 NONDISCRIMINATION

Supplier agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. Supplier 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 Supplier with any of the non-discrimination provisions of the Contract, the City shall be deemed to have cause to terminate the Contract, in whole or in part.

1.45 FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS

Supplier shall comply with all federal, state, municipal, and/or local laws and regulations in the performance of all terms and conditions of the Contract. Supplier shall be solely responsible for all violations of the law from any cause in connection with its performance of work under the Contract.

1.46 REPORTS, RIGHT TO AUDIT, PERSONNEL

- A. Reports. Supplier 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 or goods provided pursuant to the Contract.
- B. Right to Audit. Upon City's request, Supplier 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 the Contract or in satisfaction of City's public disclosure obligations as applicable.
- C. Personnel. If before, during, or after the execution of a Contract, Supplier has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to the Contract, then Supplier is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. Substantial organizational or personnel changes within Supplier's firm are expected to be communicated to City immediately. Failure to do so could result in termination of the Contract. This provision shall only be waived by written authorization by the City, and on a case-by-case basis.

1.47 INSURANCE

During the course and performance of a Contract, Supplier will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.

1.48 INDEMNIFICATION – HOLD HARMLESS

- A. Supplier agrees to indemnify, defend, and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including Supplier's or subcontractor's employees), or damage to property involving Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of the Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.
- B. These indemnifications shall survive the termination of a Contract.

1.49 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 a Contract, either in fact or in appearance. Supplier shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. Supplier represents that Supplier presently has no interest and shall not acquire any interest, direct or indirect, in the program to which the Contract pertains that would conflict in any manner or degree with the performance of Supplier's services and obligations hereunder. Supplier further covenants that, in performance of a Contract, no person having any such interest shall be employed. Supplier 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 Contract subjecting the Contract to termination.

1.50 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

- A. To the extent that Supplier creates any work subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of a Contract, Supplier agrees to the following: The work has been specially ordered and commissioned by the City. Supplier 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, Supplier 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 Supplier's creation of the work.

- B. Supplier 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 Supplier fail to obtain said releases and/or licenses, Supplier shall indemnify, defend, and hold harmless the City for any claim resulting there from.

1.51 DUTY OF CONFIDENTIALITY

Supplier 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 Supplier's employees, agents, or subcontractors who have a substantial need to know such information in connection with Supplier's performance of obligations under the Contract, Supplier 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 a Contract.

1.52 DISPUTE RESOLUTION

In the event of a dispute pertaining to a 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.

1.53 GOVERNING LAW AND VENUE

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

1.54 ASSIGNMENT

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

1.55 WAIVER

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

1.56 SEVERABILITY AND SURVIVAL

If any term, condition or provision herein or incorporated by reference 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 the Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of the Contract, shall survive termination of the Contract.

1.57 NO CITY LIABILITY

Neither the City, its officials, staff, agents, employees, representatives, or consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.58 SIGNATURES

A signed copy of Submittals, Contract documents, including but not limited to contract amendments, contract exhibits, task orders, statements of work and other such Contract related documents, delivered by email or other means of electronic transmission including by using a third party service, which service is provided primarily for the electronic execution of electronic records, shall be deemed to have the same legal effect as delivery of an original signed copy.

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APPENDICES

APPENDIX A	Insurance Requirements
APPENDIX B	Signature Page
APPENDIX C	Local Agency Guidelines
	Standard A&E Services Agreement

SUBMITTAL CHECK LIST

The following items make up your submittal package:	
One original, five copies and one electronic copy (flash drive) of your complete submittal package (with original and copies clearly identified)	
Signature Page (Appendix B)	
Information in Section 5.00 – “SOQ Submittal Content”	
Certificate of Insurance (Appendix A)	
After award, the following documents will be executed:	
Local Agency A&E Services Agreement (Appendix C)	

1. BACKGROUND INFORMATION

The East Portland Avenue Safety Improvements project is seeking a consultant to design and/or provide modifications to traffic signals, pedestrian ramps and channelization islands at several signalized intersections along Portland Avenue between E. 72nd Street and Puyallup Ave. The City of Tacoma identified the following improvements that would increase the overall safety of Puyallup Avenue.

- Design for and convert from permitted to protected/permitted phasing
- Design for and convert from permitted to flashing yellow arrow phasing
- Design for and install retroreflective backplates to traffic signal heads
- Design for and install retroreflective tape to existing traffic signal backplates
- Design for and upgrade from 8 inch to 12 inch signal lenses
- Design for and convert from traditional (hand/walker symbol) to accessible style countdown signal and from traditional to accessible pushbuttons
- Design for and update traffic signal timing/coordination
- Design for Pedestrian Ramps and channelization islands

The work to be performed by the Consultant involves the design of traffic signal systems and the preparation of both preliminary and final design plans, special provisions and engineer's estimates for these designs as identified in "Scope of Work" (Section 2). It is the intent of the City that this scope be refined with the selected consultant. The project will consist of two phases.

PHASE 1:

2. SCOPE OF WORK

GENERAL: A consultant is being sought to provide the following scopes of work. The consultant shall have a current WSDOT approved overhead rate letter showing their firms Indirect Cost Rate, per current LAG regulations.

2.1 DATA COLLECTION AND COORDINATION

2.1.1 FIELD REVIEW, DATA COLLECTION:

Using the data collected as a starting point (including as built plans and aerial photos), and with input from the City of Tacoma, the consultant will conduct extensive field reviews throughout the project corridors to identify and assess all components that affect signals, pedestrian ramps, and channelization islands design.

1. Intersection lane geometrics, including number, usage of each lane; length of left/right turning lanes; the distance between signalized intersections; and corridor lane configurations and lane widths as appropriate.
2. Existing signal operation characteristics – signal phasing, cycle length, protected/permissive left turn operations, lead-lag phasing, right-turn overlap phasing and U–turn restrictions.
3. Traffic signal heads, lenses, controller and cabinet type, make, brand, software, and versions; interconnect equipment, modems and switches.

4. Traffic signal detection, both stop bar detectors and advance detectors, pedestrian signals and push buttons (hand/walker symbol).
5. Location and presence of utilities (underground and overhead).

2.1.2 UTILITY COORDINATION:

The consultant will communicate and coordinate with other Utilities to ensure that underground and overhead utilities are located and identified to a reasonable degree of accuracy. The consultant will route copies of plans at major milestone submittals (concept design, preliminary design, final design, final PS&E) to Tacoma Public Utilities. Tacoma Public Utilities will verify the accuracy and location of their respective facilities.

2.1.3 DESIGN REPORT\TECHNICAL MEMO:

The consultant will summarize their findings from field reviews and data collection efforts. The objective of this brief technical memo is to verify the preliminary assumptions that were considered during the Highway Safety Improvement (HSIP) grant application.

2.1.4 BASE MAP DEVELOPMENT:

The City of Tacoma will provide the necessary information to develop a base map for the signal designs. A topographic survey may be needed for designing the pedestrian ramps and channelization islands at specific intersections.

2.1.5 RIGHT-OF-WAY (R/W) SURVEYING

The East Portland Avenue Safety Improvements project will not require right-of-way surveying and its related tasks (i.e. *R/W research, Title Reports, R/W and Parcel Mapping, R/W plans and acquisition property descriptions, Acquisition Property Monumentation, etc.*). However, the preliminary design (PE) phase will flush out details and confirm whether there is a need for right-of-way surveying. The scope of R/W tasks will be defined based on the outcome of the PE phase.

2.2 PRELIMINARY DESIGN SUBMITTAL

2.2.1 PREPARE PRELIMINARY ROADWAY AND SIGNAL DESIGN PLANS:

The consultant will prepare 65% complete preliminary traffic signal, pedestrian ramp and channelization island plans in AutoCAD format following City of Tacoma's standard plan preparation formats. The plan set will likely include:

- Limited roadway, demolition and removal plans depending on the extent of roadway surface improvements, removal and demolition required
- Complete Traffic Signal Plans (Signal equipment layout, conduit and conductors, detector plans, push-buttons, details, etc.)
- Signing and pavement marking plans (at specific intersections as identified during the PE phase)
- Traffic Control Plans
- Construction Details

The consultant will provide documentation of their QA/QC process to the City of Tacoma for review and copies of QA/QC mark-ups will be submitted as part of each design submittal.

2.2.2 PREPARE PRELIMINARY DESIGN SPECIFICATIONS:

The consultant will prepare preliminary specifications for the signals, pedestrian ramps, and channelization islands design project in accordance with WSDOT and City of Tacoma specification format.

2.2.3 PREPARE PRELIMINARY DESIGN COST ESTIMATE:

The consultant will perform quantity takeoffs and prepare a preliminary estimate of probable construction costs.

2.2.4 PRELIMINARY DESIGN REVIEW MEETING:

The objective of this meeting is to clarify and address review comments on the Preliminary Design plans. The consultant will document responses to ensure that any outstanding issues are addressed.

Deliverables:

Preliminary Plans, Specs & Estimate

2.3 FINAL DESIGN SUBMITTAL

2.3.1 PREPARE FINAL ROADWAY AND SIGNAL DESIGN PLANS:

The consultant will prepare 90% complete traffic signal, pedestrian ramp and channelization island plans in AutoCAD format according to City of Tacoma standard plan preparation formats. The plan set may include:

- Limited roadway, demolition and removal plans depending on the extent of roadway surface improvements, removal and demolition required
- Complete Traffic Signal Plans (Signal equipment layout, conduit and conductors, detector plans, push-buttons, details, etc.)
- Signing and pavement marking plans (at specific intersections as identified during the PE phase)
- Traffic Control Plans
- Construction Details

The consultant will provide copies of their QA/QC mark-ups as part of the Final Design submittal to the City of Tacoma for review.

2.3.2 PREPARE FINAL DESIGN SPECIFICATIONS:

The consultant will update and finalize the design specifications for the signals, pedestrian ramps, and channelization islands design project in accordance with WSDOT and City of Tacoma specification format.

2.3.3 PREPARE FINAL DESIGN COST ESTIMATE:

The consultant will update and finalize the quantity and design estimate of probable construction costs.

2.3.4 FINAL DESIGN REVIEW MEETING:

The objective of this meeting is to clarify and address review comments on the Final Design plans. The consultant will document responses to ensure that any outstanding issues are addressed.

2.3.5 SUBMIT PS&E PACKAGE:

The consultant will address Final Design review comments; prepare bid-ready plans, specifications and engineer's estimate for submittal to the City of Tacoma. The consultant will submit the following items:

- one 11"x17" Mylar set, one 11"x17" bond set and an electronic (.pdf) copy
- Special Provisions in Word format
- The cost estimate in Excel format

2.3.6 BID SUPPORT:

The consultant's project manager and key staff will be available during the bid process to respond to questions and prepare bid amendments if necessary.

Deliverables:

Final Plans, Specs & Estimate

Final PS&E Bid-Ready Package (in formats described in Task 2.03.5: Submit PS&E Package)

2.3.7 CONSTRUCTION SUPPORT:

The consultant's project manager and staff will provide construction support throughout the project to respond to RFI's and coordinate with City staff. The consultant will make corrections to plans if necessary and provide information to City staff to issue plan addendums or corrections.

PHASE 2:

2.4 SIGNAL TIMING DEVELOPMENT AND IMPLEMENTATION:

The consultant will conduct various signal timing analyses using the SYNCHRO software program. They will estimate signal timing information, including cycle lengths, splits, phase sequences, and offsets for signalized intersections along Puyallup Avenue to maximize arterial progression and reduce delays. Different traffic flow conditions will be analyzed, and timing plans developed accordingly. The optimization will include the analysis of progression based on optimum phase sequences to provide the best arterial progression. The City of Tacoma will provide the existing SYNCHRO Model to conduct signal timing analyses. The consultant will work closely with City staff to implement a new signal timing plan and ensure the desired level of service is achieved.

3. CONTRACT TERM

The City shall enter into the contract negotiation process with the selected Proposer (consultant team) based on the recommendations of the Selection Advisory Committee (SAC).

The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

4. REQUEST FOR QUALIFICATION (RFQ) PROCESS

It is the City's intent to select a consultant based on the qualifications and abilities of the firm(s), proposed project team and key project individuals.

Proposers may either be individual firms or teams as appropriate to meet the specific needs of the project. If relevant, it shall be at the discretion of the Proposer to determine and identify the lead consultant for the consultant team. Proposers are solely responsible for all costs incurred in the development and submission of the request for qualifications (RFQ) or any other presentations whether in response to this RFQ or to any subsequent requirements of the consultant selection and contract negotiation process.

4.1 RFQ INQUIRIES

Questions and requests for clarifications of this specification may be submitted in writing by 3:00 PM, PDT, Monday, October 19, 2017 to Doreen Klaaskate, Purchasing Division, via email to dklaaskate@cityoftacoma.org. No future questions will be accepted after this date and time. The City of Tacoma will not be responsible for unsuccessful submittal of questions via email.

Written answers to all questions submitted will be posted on the Purchasing website at www.TacomaPurchasing.org on or about Wednesday, October 25, 2017. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the information is confidential. The answers may not be considered an addendum.

4.2 ANTICIPATED SCHEDULE

The following schedule has been established for the submission and evaluation of the SOQs and selection of the Consultant. These are tentative dates only and the City reserves the right to adjust these dates at its sole discretion.

Pre-Proposal Meeting	Not held
Questions Due (By 3:00 PM)	October 19, 2017
Responses to Questions	October 25, 2017
SOQs Due	November 7, 2017
Interviews*	November
Notification of Selection	November

A selection Advisory Committee (SAC) shall be created by the City to review the SOQ, short list, interview (if conducted), and select the Consultant.

*Interviews may be conducted only if deemed necessary by the SAC. The City reserves the right to begin contract negotiations with a single firm or team without performing interviews.

4.3 ACCEPTANCE/REJECTION OF RESPONSES

The City of Tacoma reserves the right and holds at its discretion the following rights and opinions, including but not limited to:

- To waive any or all formalities in any SOQ
- To reject any or all responses
- To issue subsequent requests

4.4 ADDENDA

Addenda to this RFQ document issued prior to SOQ deadline shall be made part of the RFQ. Failure to acknowledge addendum(s) on the required Signature Page may result in a SOQ being deemed non-responsive by the City.

Questions & Answers posted by the City are not typically considered an addendum.

4.5 A & E SERVICES AGREEMENT

A copy of the draft of the Local Agency Guidelines Standard A&E Services Agreement is enclosed as Appendix C and shall be finalized between the City and the selected Consultant. The City must approve the scope of work, budget, and design schedule proposed by the selected consultant. The Consultant shall maintain the insurance coverage described in the Standard Agreement during the project.

5. INSTRUCTIONS TO RESPONDENTS

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the respondent's/teams abilities to meet the requirement of this RFP/RFQ. Emphasis will be on completeness of content. The written proposals should be prepared in the sequential order as outlined below. Information that is confidential must be clearly marked and provide an index identifying the affected page number(s) and location(s) of such identified materials. See Standard Terms and Conditions - Solicitation for Public Disclosure requirements and for Proprietary or Confidential Design Information.

Sealed Statements of Qualification (SOQ) submittal packages shall be submitted no later than 11:00 a.m., Tuesday, November 7, 2017 to:

City of Tacoma Public Utilities Building North
Purchasing Division
Attention: Doreen Klaaskate, Senior Buyer
3628 South 35th Street
Tacoma, Washington 98409

Clearly mark the specification number, PW17-0391F: East Portland Avenue Safety Improvements, and the name of Proposer on the outside of the delivery package.

Submit one (1) original and four (4), individually bound copies of the SOQ, along with an electronic version of the SOQ in PDF format on a compact disc (CD). The Original copy, containing original signatures, shall be clearly marked. The binding for each copy must be comb, spiral, or glue style. Three ring binders are not acceptable as a binding method. Proposers are strongly encouraged to use recycled/recyclable products and both sides of the paper whenever appropriate.

The City recommends that the Proposer's SOQ submittals be limited to no more than 20 double-sided pages (not including Signature Page).

6. SOQ SUBMITTAL CONTENT

All materials submitted in response to this RFQ, except for proprietary materials, become the property of the City. Proprietary information in the qualification submittal must be designated clearly and should be bound separately, as an appendix, and labeled with the words "Proprietary Information". Appropriate references to this information must appear in the body of the SOQ. An entire SOQ marked "Proprietary Information" may not be accepted.

Proposers should be aware that the City is required by law to make its records available for public inspection with certain exceptions. See revised Code of Washington, Chapter 42.17. It is the City's belief that this legal obligation would not require disclosure of proprietary, descriptive literature that contains valuable designs, drawings, or documentation. However, the Proposer, by submission of materials marked "proprietary" acknowledges and agrees that the City shall have no obligation or liability to the Proposer in event that the City is required to disclose these materials.

Proposer's SOQ are to include the following information as described in the sections below.

6.1 SOQ COVER AND LETTER

Clearly label the SOQ cover and the subject line in the cover letter with "Statement of Qualifications for East Portland Avenue Safety Improvements", Specification No. PW17-0391F.

The cover letter should identify the consultant name and contact person with his/her title. Include address, mailing address, e-mail address, phone number, and any other information that shall allow the City to reach the contact person quickly and directly. The cover letter should include the name of the proposed project manager. A duly authorized officer, employee, or agent of the consulting firm must sign the cover letter.

The fully completed Signature Page, Appendix B, shall be included with the SOQ Cover and Cover Letter.

6.2 FIRM'S STRUCTURE, QUALIFICATIONS AND EXPERIENCE

Please provide information on the firm's structure, qualifications and experience including:

- Names of lead personnel with titles and general project responsibilities.
- Names of all sub-consultant personnel and general responsibilities.
- Corporate organizational structure showing the relationship to parent and/or subsidiary companies. If the Proposer is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company. Summary of the background and experience of the firm relative to the project under consideration.
 - Include lists of specific projects, of similar type, on which the firm has had a major role together with the location, cost, and basic description of the project, start and completion dates, the names of the client (include main point of contact, e-mail address & phone), description of the firm's responsibility on the project, and the specific roles of the individuals proposed for this project.
 - Describe experience working with municipal or other public agencies.

6.3 PROJECT MANAGER AND TEAM QUALIFICATIONS AND EXPERIENCE

Please provide the following information about the proposed project team and the experience they have which qualifies them to perform the work required for this project.

- Qualifications of Project Manager
 - Identify the project manager who will have overall responsibility for the project.
 - Include professional biographical data and/or resume outlining specific project capabilities.
- Qualifications of the Firm's Team
 - List the lead team members, including titles of those members who will be primarily responsible for and involved with daily work activities, and the physical location of each lead person.
 - Identify the responsibilities and activities of each lead person. Include professional biographical data and/or resume outlining specific project capabilities.

6.4 PROPOSED PROCESS, TEAM AVAILABILITY AND ANTICIPATED SCHEDULE

- Describe the firm's process and/or approach, which outline tasks required to accomplish the proposed scope of work.
- Describe the firm's process for Quality Assurance/Quality Control (QA/QC).
- Describe the level of effort that is anticipated to be required by City staff.
- Confirm the availability of the firm and sufficient resources to perform the consulting services in view of the firm's current and projected workload.
- Provide level of effort and availability of the firm's project manager and lead project personnel for this project.
- Provide a conceptual project schedule for completing the consultant services.

6.5 SUSTAINABILITY

- Please demonstrate your firms' commitment to providing the services identified in the scope of work. What measures will your firm take to minimize impacts to the environment in the delivery of services? Please provide details of efforts, practices and/or processes.
- Please demonstrate your firm's commitment to sustainable business practices, which could include, but is not limited to a formal sustainability program and/or policies covering recycling measures and energy conservation plans.

6.6 SMALL BUSINESS ENTERPRISE/DBE

There is no SBE or DBE goal required for this contract.

6.7 REFERENCES

References shall be used to verify the accuracy of the information provided by the Proposer, which may affect the rating of the Proposer. The City reserves the right to contact references other than those submitted by the Proposer. Please provide the following:

- Firm References
 - Provide five (5) recent references who may be contacted concerning your firm's performance with regard to the qualifications listed in the SOQ. In listing the references, include the name of the client, mailing address, fax number, telephone number, email address, contact person, and specific work your firm provided for the client.
- Project Manager References
 - Provide three (3) recent references who may be contacted concerning the performance of your firm's proposed project manager. Provide email address and telephone number for each reference.

6.8 SIGNATURE PAGE

- Enclosed in Appendix B is the City's Signature Page: Proposers participating in this RFQ process submit a completed Signature Page in their SOQ.

7. CONSULTANT SELECTION PROCESS

Selection Advisory Committee (SAC) consisting of City staff and other stakeholders, as appropriate, shall evaluate the SOQs. Interviews, if held, shall be evaluated by the SAC according to the Consultant evaluation criteria discussed below.

Part 1 of the evaluation process shall consist of the evaluation of the written Statement of Qualifications (SOQ) package submitted by each Proposer and as a result, a short list of Proposers may be invited to interview with the SAC.

Part 2 of the evaluation process shall evaluate the interviews, if conducted, to produce a final rating. References may be used to help clarify information presented in the SOQ and interview, which may affect the rating of the respondent. The City reserves the right to select the Consultant team directly from the SOQs (Part 1 evaluation) without conducting an interview.

Contract negotiations shall then commence with the selected Proposer. The Proposers not selected shall be notified in writing on the selection outcome. If the selected Proposer and the City are unable to agree on a final scope of work and fee for the contract services, the City reserves the right to terminate the negotiations with the selected Proposer and initiate contract negotiations with the next highest Proposer.

7.1 EVALUATION CRITERIA

7.1.1 PART 1 – EVALUATION

Each member of the SAC shall evaluate qualifications independently on the basis of the firm's responses as it can be applied to the City's project needs. The SOQs shall be evaluated based on the criteria below. The relative weight of each Part 1 criteria is indicated in the table below. The relative weight is intended as a general indication as to which criteria are most important to the City, and also as a guide to the SAC for evaluation of the SOQs and interviews. The City reserves the right to give each criterion such weight as deemed appropriate.

Criteria	Max Points
Firm's Structure, Qualifications & Experience with Signal, ITS, design for roads, pedestrian ramps and channelization islands (Section 6.02)	15
Firm's Project Manager Qualifications & Experience related to Signal, ITS, design for roads, pedestrian ramps and channelization islands (Section 6.03)	25
Team Qualifications and Experience related to Signal, ITS, design for roads, pedestrian ramps and channelization islands (Section 6.03)	20
Proposed Process, Team availability & anticipated schedule (Section 6.04)	25
Experience with FHWA funded projects	10
Sustainability (Section 6.05)	5
Total	100

The City reserves the right to request clarification of any aspect of a firm's qualifications submittal, or request additional information that might be required to properly evaluate the qualifications. A firm's failure to respond to such a request may result in rejection of the firm's submittal. Firms are required to provide responses to any request clarification within two (2) business days.

Requests for clarification or additional information shall be made at the sole discretion of the City. The City's retention of this right shall no way diminish a Proposer's responsibility to submit a qualification submittal that is current, clear, complete and accurate.

7.1.2 PART – 2 EVALUATION CRITERIA

Following initial evaluation of the SOQs, the highest ranking firms may be invited to participate in the interview process. The City will notify Proposers as soon as possible for scheduling of interviews, if they are to be held.

If interviews are conducted, the SAC will schedule the interviews with the contact person provided in the SOQs. Additional interview information will be provided at the time of invitation. At this time, it is anticipated that the main objective of the interview will be for the SAC to meet the project manager and key personnel that will have direct involvement with the project and hear about their relevant experience and expertise. The City does not intend to meet with firm officials unless they are to be directly involved with the project.

An invitation to interview may be extended to respondents based on SAC review of the written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews. The SAC may determine additional scoring criteria for the interviews following evaluation of written submittals.

The City reserves all rights to begin contract negotiations without conducting interviews. Respondents must be available to interview within three business days' notice.

The relative weight of each Part 2 criterion is indicated in the table below.

Criteria	Max Points
Presentation by finalist	40
Interview / Questions and Answers	60
Total	100

7.1.3 FINAL RATING

The final rating will be the total SAC scoring from Part 1 and Part 2 of the evaluation process. Note: If the interviews are not held, the respondent who earned the highest points in Part 1 evaluation scoring will be selected.

7.2 REFERENCE CHECKS

References may be used to clarify and verify information presented in the SOQ and interview, and may affect the rating of the Proposer. Provide five recent references for the entire consultant team and three recent references for the project manager. The City reserves the right to contact references other than those submitted by the respondent.

8. CONTRACT NEGOTIATION PROCESS

The City will enter into contract negotiation process with the selected Proposer based on the recommendations of the Selection Advisory Committee (SAC).

8.1 A & E SERVICES AGREEMENT

A draft Local Agency Guidelines Standard A&E Services Agreement is enclosed as Appendix C and shall be finalized between the City and the selected Proposer during this process. The draft agreement is provided for informational use only. The City reserves the right to amend the draft agreement at the City's sole discretion.

8.2 SCOPE, BUDGET, AND SCHEDULE

The selected Proposer will meet with the City to review the project scope and timeline. Based on the meeting, the selected Proposer shall submit a draft scope, budget, and project schedule to the City within five (5) business days or as directed by the City's Project Manager. The scope and budget shall include an itemized list of tasks and include estimated hours for the proposed work.

APPENDIX A

Insurance Requirements



PW17-0391F East Portland Ave Safety Improvements CITY OF TACOMA INSURANCE REQUIREMENTS

I. GENERAL REQUIREMENTS

- a) The City of Tacoma (the City) reserves the right to approve or reject the insurance provided based upon the insurer (including financial condition), terms and coverage, the Certificate of Insurance (COI), and/or endorsements. The insurance must be provided by an insurer with a rating of (A-) VII or higher in the A.M. Best's Key Rating Guide (<http://www.ambest.com/home/default.aspx>), and pursuant to RCW 48, licensed to do business in the State of Washington (or issued as a surplus line by a Washington Surplus Lines broker).
- b) The Contractor shall keep this insurance in force during the entire term of the contract and for thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- c) The liability insurance policies required by this section shall:
 1. Contain a "severability of insureds," "separation of interest," or "cross liability" provision.
 2. Be primary and non-contributory insurance to any insurance coverage or self-insurance program the City may maintain.
 3. Contain a Waiver of Subrogation clause in favor of the City.
 4. Other than professional liability, reflect coverage on an "occurrence", not "claims-made" policy form.
- d) The Contractor shall provide the City notice of any cancellation or non-renewal of this required insurance within 30 calendar days.
- e) The Contractor shall forward to the City, a full and certified copy of the insurance policy(s) and endorsements required by this section upon the City's request.
- f) The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City.
- g) Failure on the part of the Contractor to obtain and maintain the insurance as required by this section shall constitute a material breach of the Contract, upon which the City may, after giving five business day notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to the City by the Contractor upon demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- h) All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by the City to the Contractor.
- i) For all liability insurance policies required by this Section, the City, including its officers, elected officials, employees, agents, and volunteers, and any other entities as required by the Contract, shall be named as additional insured(s) by amendatory endorsement, EXCEPT Professional Liability (if applicable), Workers Compensation, Owners and Contractors Protective Liability, and Railroad Protective Liability.



II. EVIDENCE OF INSURANCE

The Contractor shall deliver a COI and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work to the City. The certificate and endorsements must conform to the following requirements:

- a) An ACORD certificate or a form determined by the City to be equivalent.
- b) Copies of all endorsements showing the policy number and naming the City as an additional insured.
- c) The endorsement is to state that the insurance is primary and non-contributory over any City insurance or self-insurance.
- d) The endorsement is to extend "Products/Completed Operations" coverage to the City as an additional insured.
- e) A statement of additional insured status on an ACORD COI shall not satisfy this requirement.
- f) Any other amendatory endorsements to show the coverage required herein.

III. CERTIFICATE REQUIREMENTS SPECIFIC REPRESENTATIONS

The following must be indicated on the COI:

- a) The City is named as an additional insured ("with respect to a specific Contract" or "for any and all work performed with the City" may be included in this statement).
- b) "This insurance is primary and non-contributory over any insurance or self-insurance the City may carry" ("with respect to a specific Contract" or "for any and all work performed with the City" may be included in this statement).
- c) A Waiver of Subrogation in favor of the City for General Liability and Automobile Liability.
- d) Self-Insured Retention and applicable deductible limits must be disclosed on the COI and be no more than \$10,000.
- e) Contract or Permit number and the City Department.
- f) All coverage other than professional liability, Cyber/Privacy & Security, and Pollution Liability must be written on "occurrence" form and not "claims-made" form.
- g) Reflect the existence and form numbers of all required endorsements.

IV. SUBCONTRACTORS

It is the Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. The Contractor shall provide evidence of such insurance upon the City's request.

V. CERTIFICATE REQUIREMENTS FOR COVERAGES AND LIMITS

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. None of the policies or coverage required by this section shall be subject to a deductible or self-insured retained limit of more than \$10,000 unless first approved in writing by the City Contracting Department.

A. General Liability Insurance



PW17-0391F East Portland Ave Safety Improvements CITY OF TACOMA INSURANCE REQUIREMENTS

1. **Commercial General Liability (CGL) Insurance**

The CGL insurance policy must provide limits not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

The CGL policy shall be written on an "occurrence", not "claims-made", basis and shall include the following coverage:

- a) Must use (Insurance Services Office (ISO) form CG0001(04-13) or its equivalent).
- b) A per project aggregate policy limit.
- c) Products Hazard/Completed Operations- for a period of one year following final acceptance of the work.
- d) Personal/Advertising Injury.
- e) Contractual Liability.
- f) Explosion, Collapse, or Underground Property Damage.
- g) Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds).
- h) If Contractor is performing work within 50 feet of a railroad right of way, the General Liability policy shall be endorsed to eliminate the Contractual Liability exclusion pertaining to work within 50 feet of a railroad right of way using ISO form CG2417(10-01) or equivalent.
- i) Abuse & Molestation, by a separate coverage part or an endorsement to the CGL, with limits not less than \$1,000,000 each occurrence & \$2,000,000 aggregate for Contractors working directly with youth under the age of 18. If Abuse & Molestation coverage is provided on a "claims-made" basis, coverage must be maintained for not less than three years following the end of the contract. This may be done by policy renewals or an Extended Reporting Period Endorsement.
- j) Include the City as additional insured and:
 1. Use ISO forms CG2010(04-13) and CG2037(04-13) or equivalent for Contractors performing work on behalf of the City and name the City as an additional insured for ongoing and completed operations.
 2. Use ISO form CG2012(04-13) or equivalent for Permits and name the City as an additional insured.
 3. Use ISO form CG2026(04-13) or equivalent for Facility Use Agreements and name the City as an additional insured.
 4. Blanket additional insured provisions within a policy form will be accepted in lieu of the specific additional insured endorsement forms specified herein. However, a blanket additional insured endorsement shall provide the equivalent coverage provided by specific additional insured endorsements specified herein.

B. **Commercial Automobile Liability (CAL) Insurance**

The Contractor shall obtain and keep in force during the term of the Contract, a policy of CAL insurance coverage, providing bodily injury coverage and property damage coverage for owned (if any), non-owned, hired, and leased vehicles.



PW17-0391F East Portland Ave Safety Improvements

CITY OF TACOMA INSURANCE REQUIREMENTS

The Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 9948 endorsement or equivalent if "Pollutants" are to be transported. CAL policies must provide limits not less than \$1,000,000 each accident for bodily injury and property damage. Must use ISO form CA 0001 or equivalent.

C. Workers' Compensation

1. State of Washington Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Employers' Liability (EL) (Stop-Gap) Insurance

The Contractor shall maintain EL coverage with limits not less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.

E. Professional Liability Insurance (PLI)

The Contractor and/or its subcontractor shall provide evidence of PLI covering professional errors and omissions. Such policy must provide minimum limits of \$1,000,000 per claim and \$2,000,000 aggregate. If the scope of such design-related professional services includes work related to pollution conditions, the PLI policy shall include Pollution Liability coverage. If provided on a "claims-made" basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

F. Other Insurance

Other insurance as may be deemed appropriate to cover the specified risk and exposure arising from the scope of work or changes to the scope of work required by the City. The costs of such necessary and appropriate insurance coverage shall be borne by the Contractor.

APPENDIX B

Signature Page

SIGNATURE PAGE

PUBLIC WORKS ENGINEERING

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.

REQUEST FOR QUOTATION - SPECIFICATION NO. PW17-0391F

East Portland Ave Safety Improvements

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 (when applicable) #1_____ #2_____ #3_____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

APPENDIX C

Local Agency Guidelines Standard A & E Agreements

To access Local Agency Guidelines follow the link below:

<http://www.wsdot.wa.gov/localprograms/LAG/>

To access the 3 different Local Agency Standard Consultant
Agreements follow the link below:

<http://www.wsdot.wa.gov/LocalPrograms/LAG/CAI.htm>