



CITY OF TACOMA
NOTICE OF A CONTRACTING OPPORTUNITY

May 16, 2017

Specification No. IT17-0210N

Project Scope: Cushman Building Roof Repair (rebid3)

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

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



**City of Tacoma
Information Technology**

**REQUEST FOR BIDS
IT17-0210N
Cushman Building Roof Repair**

Submittal Deadline: 11:00 a.m., Pacific Time, Friday, May 26, 2017

Submittal Delivery: Submittals will be received as follows:

By Carrier: City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35 th Street Tacoma, WA 98409	In Person: City of Tacoma Procurement & Payables Division Tacoma Public Utilities Lobby Security Desk Administration Building North – Main Floor 3628 S 35 th Street Tacoma, WA 98409
Mail to: City of Tacoma Purchasing Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007	By email to: sendbid@cityoftacoma.org

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

- [Register for the Bid Holders List](#) to receive notices of addenda, questions and answers and related updates.
- Click here to see a [list of vendors registered for this solicitation](#).

Pre-Proposal Meeting: Tuesday, May 23, 2017 @ 2 PM at Cushman: 1453 Earnest S Brazill, Tacoma, WA 98405

Engineer's Estimate: \$8,000

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 Debbie Seibert by email to dseibert@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.

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SPECIAL PROVISIONS

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

4.1 SCOPE OF WORK

The scope of Work for this specification consists of roof replacement to one (1) cinderblock concrete communication building with a torch down roof currently on it. This scope of work consists of the following types of activities: removing the current roofing, replacing any damaged plywood underneath and installing a new roof. The repair/replacements of the soffits and fascia on the building will be the responsibility of the City, thus coordination between the Contractor and the Project Manager for this work will be required.

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

This building houses critical public safety infrastructure and the City will not take the building out of service during this work.

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

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

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

Project Site Maintenance and Repairs

1. Maintenance will be at the following location:

- a. **Cushman:** 1453 Earnest S Brazill, Tacoma, WA 98405

See Exhibit A for the 2016 Building Site Assessment, pgs. 71-83

2. The Contractor shall be responsible for:

- a. Providing a site specific written Work plan for review and approval by the Project Manager, see Section 4.11 for Submittal Procedures. The Work plan must contain the following:
- Manufacturer's cut sheets as applicable for all part's used in Work;
 - Certification by the product manufacturer that products comply with local regulations controlling the use of volatile organic compounds (VOC's);
 - Proposed Project Schedule, including material acquisition in the schedule.
- b. Providing a site specific health and safety plan including a fall protection plan for Work at a telecommunications site per the Washington Administrative Codes (WAC) listed in Section 4.04. Specifically include the following as it applies to this project:
- Safety standards to be used when working around telecommunications equipment;
 - Using elevated work platforms;
 - Using general industry powered platforms;
 - Using ladders, fixed or portable.
- c. Providing a site specific plan to explain how all equipment will be protected from the elements during any work that could cause an increase in moisture or dust getting into the building.

3. Project Site Specific Tasks

The following need to be completed:

- Remove old roofing materials
- Replace any damaged plywood underneath current roofing
- Reroof the building

4.3 DEFINITIONS

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

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

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

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

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

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

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

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

City: The City of Tacoma.

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

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

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

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

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

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

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

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

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

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

the Work under the Contract Documents.

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

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

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

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

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

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

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

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

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

4.4 LEGAL RELATIONS, RESPONSIBILITIES TO THE PUBLIC, AND SAFETY

- A.** In cases of conflict between different regulations, the more stringent regulation shall apply.
- B.** The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA). The Contractor shall maintain at the Project Site all articles necessary for providing first aid to the injured. The Contractor shall establish, publish and make known to the employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employee, who may have been injured on the Project Site. Employees should not be permitted to Work on the Project Site before the Contractor has established and made known procedures for removal of injured persons to a hospital or doctor's care.
- C.** The Contractor shall be solely and completely responsible for the Work conditions, including safety for all persons and property in the performance of Work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Project Manager to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the Project Site.
- D.** Contractor must ensure that employees and subcontractors wear appropriate safety gear at all times and follow all applicable safety practices.
- E.** Contractor shall follow all applicable Federal (Code of Federal Regulations), State (Washington Administrative Code) and City (Tacoma Municipal Code) laws and ordinance as they relate to the project, even if not specifically called out below:
 - 1. 29 CFR 1910: Occupational Safety and Health Standards
 - 2. 29 CFR 1926: Safety and Health Regulations for Construction
 - 3. WAC 296-869-20045 and WAC 296-869-60035: Using elevated work platforms
 - 4. WAC 296-2 Part J-3: Using general industry powered platforms
 - 5. WAC 296-876: Using ladders, portable or fixed
- F.** Contractor shall not use or allow the use of any controlled substances or tobacco projects on the Project Site.
- G.** Contractor is required to provide Fire Extinguishers as required by location and classes of fire exposures.
- H.** Contractor is required to provide guardrails around all hazardous equipment and at all locations where limited access is required. Protect the Project Site from access by the public. Protect the public by use of guardrails, barriers, warning lights, and other means as necessary.
- I.** Contractor is required to ensure workers and work areas are adequately protected from fire hazards and heat hazards resulting from handling, mixing and applications of substances.

4.5 TIME OF COMPLETION

The Work shall be complete on or before 30 workdays (Holidays are not included) following Notice to Proceed. Contractor is cautioned that due to local weather this timeline may require that significant portions of the Work happen in a short time frame within the 30 day window. Contractor will work together with Project Manager to efficiently complete the project on time and within budget.

4.6 TIME OF WORK

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

4.7 REQUIREMENTS OF BIDDERS

- A. Only bids from contractors with substantial experience and a successful performance record will be considered in awarding the contract. Bidders shall, on the "Bidder's Construction Record" form, present evidence at the time of opening bids that they have had experience in the kind of Work to be performed and have the necessary capital to carry on the Work expeditiously and in a manner satisfactory to the City. Bid submittals of inexperienced contractors and those who have failed to properly perform other contracts may be rejected for such cause.
- B. The City shall consider the qualifications of the contractor, based upon their past construction record, and may check references in determining if a bidder is qualified.
- C. The selected Contractor shall possess licenses that authorize them to provide construction services in the State of Washington. The successful bidder shall also provide a statement as to their record of claims with Washington State Labor and Industries, by providing a copy of their OSHA 200 record, and identify any other significant aspects of their work safety history upon request.
- D. Requests for clarification
 - 1. Technical questions and/or requests for clarification pertaining to the Work are to be submitted via email by contacting Debbie Seibert @ dseibert@cityoftacoma.org, prior to submitting the bid. Each bidder must comply with the following conditions:
 - a. Examine the Contract Documents thoroughly.
 - b. Understand the needs of the individual buildings (the Site Visit is for this purpose.)
 - c. Become familiar with local conditions that may, in any manner affect the performance of the Work.
 - d. Become familiar with federal, state and local laws, ordinances, rules and regulations that may affect the performance of the Work.
- E. It is requested that you attend the pre-bid meeting, but will be required to attend the pre-construction meeting and both site inspections (unless only one is necessary.)

4.8 PLANNING OF WORK AND PROGRESS SCHEDULES

- A. The Contractor shall submit a project plan and schedule of Work within 10 business days from the award date of the Contract. The Project Manager must approve this plan and schedule as well as all required Submittals before a Notice to Proceed shall be issued by the Project Manager.
- B. If extreme weather conditions or acts of God, are deemed by the Project Manager to be unsuitable for proper or safe installation or restrict access to the Project Site, then the Work shall not start or shall be interrupted until conditions have improved sufficiently as to allow the Work to progress without delay. Working stoppages of this type could be a basis for a claim of delay if agreed in writing between the Contractor and the Project Manager.
- C. City's Right to Stop Work: If City determines that Work performed by the Contractor is not in accordance with the requirements of the contract specifications, or the Contractor fails to perform Work in accordance with Contract Documents, the Project Manager may issue a written order to stop Work, or any portion of the Work, until the Contractor meets the contract specifications, or the cause of the stop Work order has been resolved. The right of City to stop Work shall not be a cause for additional costs or charges.
- D. City's Right to Continue Work: If the Contractor fails to correct the cause of a stop Work order, or fails to meet the requirements of the contract specifications or documents after seven days, the Project Manager may provide the Contractor a second written notice to correct Work deficiencies. If the Contractor fails to make corrections after three additional days, City may correct such deficiencies. The Project Manager will then issue a change order, and an appropriate amount shall be deducted from payments due the Contractor for the reasonable cost of correcting deficiencies. The appropriate amount will consist of any expenses incurred by the City to correct the Work deficiency, including but not limited to hourly compensation for Project Manager, additional City staff and Consultants.
- E. City's Right to Terminate Contract: City may terminate the contract if the Contractor:
 - 1. Fails to supply properly trained and skilled workers; or
 - 2. Fails to supply proper and appropriate tools and equipment; or
 - 3. Fails to provide prompt payments to subcontractors; or
 - 4. Disregards laws, ordinances, rules, regulations, codes; or
 - 5. Substantially breaches contract specifications or documents, or breaches safety rules, regulations, or standard practices.
- F. Supervision and Construction
 - 1. The Contractor shall supervise, direct, and be responsible for all work. This is to include all employees, labor and services; whether they are supplied directly by the Contractor or by others subcontracted by the Contractor. The Contractor shall be solely responsible for all coordination, construction, techniques and methods, delivery, security, services and subcontractors they employee.
 - 2. The Contractor shall designate a Construction Supervisor who shall represent the Contractor, and shall provide and receive communications to and from the Project Manager. Important or critical project information shall be confirmed via email or in writing.

3. Unless specifically noted, the Contractor shall provide all labor, materials, equipment, tools, machinery, transportation, utilities, storage, restrooms, meeting space and other facilities and services necessary for the safety of all present at the Work location and the proper and timely completion of the Work.

I. Project Administration

1. The Contractor will manage the project to keep it on schedule and communicate any changes to the Project Manager.
 2. Prior to commencing any Work, the Project Manager will schedule a Pre-Construction meeting with all parties.
 3. Contractor and Construction Supervisor shall be equipped with some means of constant communications, such as a mobile phone. This equipment will not be supplied by City, nor will cellular service be arranged.
 4. The Construction Supervisor will provide the Project Manager with daily updates on Project Site progress, in verbal or electronic form.
 5. The Construction Supervisor shall be onsite at all times, unless a request is made in advance and agreed to by the Project Manager for the City, and an alternative responsible representative from the agency is available.
 6. The Construction Supervisor will provide written weekly status updates that will include progress made, any issues or problems onsite and whether the project remains on track.
- J. City reserves the right to execute other contracts for unrelated Work to be fulfilled at these Project Sites running concurrently with this project. If any portion of the Contractor's Work depends upon proper execution or results of any other provider, including materials or equipment supplied by City, the Contractor shall promptly inspect and report to the Project Manager any deficiencies that render the Work unsuitable for the Contractor's use. Failure to so inspect and report shall constitute an acceptance of the other provider's Work as fit and proper for the reception of the Contractor's Work.

4.9 PERMITS

It is the responsibility of the Contractor to obtain any permits necessary for this Work.

4.10 APPROVED EQUAL

- A. If the statement "approved equal" is made on the drawings or in the Specification, it shall mean a like product, of equal quality, suitability, reliability, performance, and dimension to the specified item or product. All proposed substitutes shall be submitted with the initial bid.
- B. If the Project Manager does not consider the proposed substitute item or product an approved equal, it may be rejected. The decision of the Project Manager is final.

4.11 SUBMITTALS

- A. After award of contract, before any material is fabricated or shipped, the Contractor shall submit to the Project Manager a set of submittals which shall include:
 - 1. A complete equipment list
 - 2. Project Schedule, including Work and material acquisitions/timelines
 - 3. Site specific health & safety plan as explained in Section 4.1.2.b
 - 4. Site specific equipment protection plan as explained in Section 4.1.2.c
- B. The submission of a bid will constitute an incontrovertible representation by the bidder that the bidder has complied with the requirements of the Request for Bids. Bidder shall have sole responsibility for the review of all drawings, specifications, and other descriptive materials provided by City and shall take responsibility for all Work to be performed through the submission of the bid. Errors and omissions are the sole responsibility of the bidder. Changes to submittals will not be allowed unless there were previously approved submittals requesting clarification or additional information by the Project Manager.
- C. Submittals are due to the City for review within 10 days of the award date.
- D. 10 calendar days are allotted for City review of submittals, this includes any required resubmittals.
- E. Submittal deliveries may be made by mail, personal hand delivery or electronically submitted.
- F. No oral agreement or conversation with any officer, agency or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the Contract Documents. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, see Exhibit B for the approved Change Request methods.
- G. Each submittal shall be reviewed and stamped as reviewed and approved by the Contractor prior to submission to City.
- H. The Project Manager may permit the use of certain materials prior to sampling and testing if accompanied by a certificate of compliance, stating the materials involved comply in all respects with the requirements of the contract. The certification shall be signed by the manufacturer of the material. A certificate shall be furnished with each lot of material delivered for the job and each lot number if applicable shall be clearly identified in the certificate. All materials used on the basis of a certificate of compliance may be sampled and tested at any time. The fact that the material is used on the basis of a certification of compliance shall not relieve the Contractor of responsibility for incorporating material into the Work which conforms to the requirement of any Contract Documents.
- I. The Project Manager will use the following review stamps with the following meanings.
 - 1. APPROVED: Is acceptance, and means that the submittal appears to conform to the respective requirements of the Contract documents. No resubmittal is required.

2. **APPROVED AS NOTED:** Is acceptance, and means that the submittal appears to conform to the respective requirements of the Contract Documents, upon incorporating of the Project Manager corrections as marked in the document. No resubmittal is required.
3. **RESUBMISSION REQUIRED:** Is a disapproval, and means the submittal has been thoroughly reviewed and found to have sufficient errors of such magnitude that incorporation could violate the Contract Documents. The submittal must be corrected and resubmitted. No additional time will be granted for resubmittals of this nature.
4. **NOT APPROVED:** Is a disapproval, and means that the submittal is deficient to the degree that the Project Manager cannot correct the submittal with a reasonable degree of effort. This submittal needs revision or completeness to be properly reviewed. This submittal must be corrected and resubmitted. No additional time will be granted for resubmittals of this nature.

4.12 BID EVALUATION

- A. The bid proposal allows a potential Bidder to bid on the repairs of one (1) radio communication building. To be considered responsive, the Bidder shall submit a price on each and every item of Work listed. It will be necessary to evaluate various factors to insure the equipment proposed by the successful bidder will, in City's opinion, best fulfill the requirements.
- B. Evaluation criteria: Evaluation of the bid submittals will be made on the following basis, but not necessary in the order listed:
 1. Cost of proposal
 2. Experience of the bidder
 3. Safety
 4. Warranty
 5. Sustainability

4.13 COORDINATION

- A. The Contractor shall coordinate with the Project Manager and with vendors providing parts required for repair by the Contractor to insure that the Contractor and the vendors prepare schedules to complete the Work on time and within budget.
- B. The Contractor shall diligently comply with the following requirements:
 1. Cooperate in planning and layout of the Project Site in advance of operations.
 2. Inform Subcontractors of job requirements at proper time to prevent delay or revisions.
 3. Insure delivery of materials and performance of Work on coordinated schedule with any Subcontractors.

4.14 INTENT OF CONTRACT DOCUMENTS AND COMPLIANCE WITH SPECIFICATIONS

The included Exhibits are intended to be complementary and provide clarification where necessary. However, should anything be shown, indicated, or specified on one and not the other, it shall be done the same as if shown, indicated or specified in both. *In the event of a conflict within the Contract Documents, the more stringent conditions shall apply unless*

specifically addressed through City-approved and signed specification revisions. The Contract Documents are complementary in that what is called for by one is as binding as if called for by all. The purpose of the specifications is to interpret the intent of the drawings and to designate the method of the procedure, type and quality of materials required to complete the Work.

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

4.15 WORKMANSHIP, QUALITY ASSURANCE, AND INSPECTIONS

Work shall be performed in a quality manner, by craftsmen skilled in their particular trade, according to the best method known for each craft and the most current engineering practices. Work shall be performed in accordance with the City-approved specifications, manufacturer's recommendations, and the best practices of the trade. Completed Work shall present a neat and finished appearance. Workmanship that does not comply with these specifications or violations of safe labor practices may result in termination of the contract.

4.16 PROJECT SITE USE, CARE AND PROTECTION OF PROPERTY

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

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

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

4.17 CLEAN UP AND DISPOSAL OF EXCESS MATERIAL

- A. During the course of the Work, the Contractor shall keep the Project Site in a clean and neat condition as directed by the City on a daily basis and at the completion of the job.
- B. Specify a location on the Project Site where all trash and debris will be collected during the workday.

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

4.18 TEMPORARY FACILITIES

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

- A. ELECTRICAL POWER: Light, power and compressed air are not available on Project Site. The Contractor shall be required to provide all required light, power and compressed air, as required.
- B. TOILETS: The Contractor shall provide adequate chemical toilet facilities for all those connected with the Work. The facility shall be located where directed when Work is started and kept in sanitary condition. The facility shall be removed when directed. Toilet facilities shall be provided for each working party but not less than one unit per 20 workers. They shall be approved portable units serviced on a regular basis by a reputable rental agency.
- C. WATER FOR CONSTRUCTION PURPOSES: Water is not available on Project Sites. The Contractor shall be required to provide all required water for construction purposes.
- D. PARKING: Parking for Contractor employees and equipment is available at the Project Site.

4.19 MATERIALS

Unless otherwise indicated, provide all high quality, new and unused materials, free from any defects, and suitable for the intended use and the space provided. All materials shall be the best available for the purpose intended as dictated by the best current engineering practice. Materials shall be approved by Underwriters Labs (UL), American Society for Testing and Materials

(ASTM), Factory Mutual (FM), and National Electrical Manufacturers Association (NEMA), wherever standards have been established by those organizations.

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

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

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

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

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

4.20 DAMAGE TO MATERIALS OR COMPLETED WORK

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

4.21 LOCATION ACCESS

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

4.22 PROJECT SITE LOCATION INVESTIGATION

The Contractor shall satisfy themselves as to the conditions existing within the project area, the type of equipment required to perform the Work, the character, quality and quantity of the subsurface materials to be encountered insofar as this information is reasonably ascertainable from an inspection of the Project Site, as well as from information presented by the drawings and specifications. Any failure of the Contractor to acquaint themselves with the available information will not relieve Contractor from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. City assumes no responsibility for any conclusions or interpretation made by the Contractor on the basis of the information made available by City.

4.23 CONFLICT WITH SPECIFICATIONS

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

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

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

4.24 SUBCONTRACTOR APPROVAL

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

4.25 INDEMNIFICATION

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

4.26 SAFETY PLAN

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

4.27 GUARANTEE

This paragraph supplements General Provisions Paragraph 2.08. Normal manufacturer's warranties shall be assumed to apply to all items manufactured by others unless so noted by Contractor. This guarantee shall include all parts, labor and other expenses, so that no cost to the City from any guarantee related problem will result. Manufacturer's warranty information shall be submitted to the Project Manager during project close out.

4.28 PREBID CONFERENCE AND PROJECT SITE INSPECTION

The purpose of the pre-bid meeting is to answer questions about this solicitation and any special or technical requirements, as well as the City's HUB and LEAP goals.

4.29 PRE-CONSTRUCTION MEETING

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

4.30 CONTACT INFORMATION

For information regarding this specification, bidders may contact:

Desiree Wyatt, PMP
City of Tacoma, Information Technology
Department 3639 S Pine St., Rm F125B
Tacoma, WA 98409
Office Phone: 253-382-2601
Cell Phone: 253-344-6721
Email: dwyatt@cityoftacoma.org

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

4.31 CHANGES AND CHANGE ORDERS

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

4.32 PAYMENT

The following paragraphs supplement General Provisions Paragraphs 3.12 and 3.13:

Requests for monthly progress payments and the final retainage payment shall be submitted to City separately. Payment will be made by City to the Contractor in accordance with the Contract Documents.

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

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

For final payment and closeout, the Contractor shall certify in writing that Contract Documents have been reviewed, all installed items and Work have been tested, that all adjustments have been performed, meets all conditions and specifications of the Contract Documents and all open punch

list items are resolved to the satisfaction of Project Manager. The Contractor shall remain on Project Site as long as necessary to correct any defects determined by Project Manager.

4.33 CLOSE-OUT PROCEDURES

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

- Man Hours
- Materials Purchased
- Materials Used
- Manufacturer's Guarantees, Warranties and any required maintenance.

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

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

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

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

The Contractor shall notify the Project Manager when all punch list deficiencies have been completed. The Project Manager will promptly set a time for final inspection, at which time the Project Manager will complete a final inspection the Work. The Contractor will promptly correct any further deficiencies noted.

Once all Work has been substantially completed in accordance with the Contract Documents and the Affidavit of Wages Paid has been submitted to L&I, the Project Manager will recommend the City issue a Certification of Substantial Completion. If punch list deficiencies still exist and the Contractor has provided a fixed schedule for completion of those deficiencies, the Project Manager will attach the corresponding punch list and schedule to the Certificate of Substantial Completion.

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

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

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

PREBID NOTICE

PREBID CONFERENCE

A pre-bid meeting will be held at 2:00 PM, on Tuesday, May 23, 2017, at the Cushman Site. The purpose of the pre-bid meeting is to answer questions about this solicitation and any special or technical, as well as the City's HUB and LEAP goals.

If you need to reach the Project Manager during the site visit she can be reached on her cell phone at (253) 344-6721.

- **Cushman:** 1453 Earnest S Brazill, Tacoma, WA 98405

Cushman

ARCHITECTURAL

The Cushman structure is anomalous to the other structures observed. The concrete masonry facility with a wood frame roof is in poor condition with numerous failures in the CMU façade and high levels of deterioration on the fascia at the roof perimeter (see photos A2 & A3).



Photo A1: Overall view of Cushman.



Photo A2: CMU and fascia deterioration.



Photo A3: CMU and fascia deterioration.

Inside the structure are numerous antiquated systems that have been abandoned in place. New systems are essentially thermally exposed to the elements as there are numerous openings in the façade that do not allow for climate control. See photo A4.

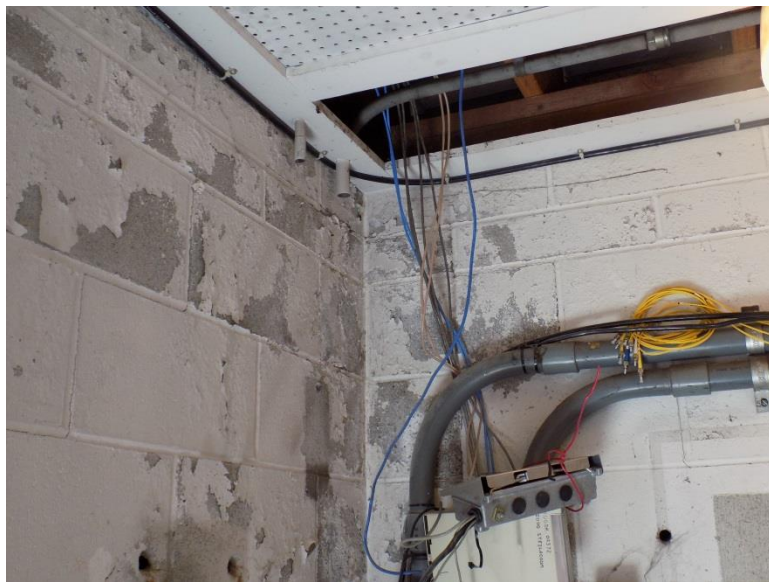


Photo A4: CMU penetrations & antiquated systems.

Significant water damage is present at the CMU with cracked head and bedding joints as well as interior paint which is blistering. The CMU has had numerous penetrations made into it over the years for the anchoring of miscellaneous gear. Several holes have been filled with spray foam insulation.

Un-grouted CMU cells were observed, implying that the building could be unreinforced. At most, the building is not solid grouted.

The roof appears to be a built-up roof that is nearing or is at the end of its service life (see photo A5).



Photo A5: Built up roof near end of service life.

STRUCTURAL

No existing drawings were available for review for the Cushman building, so all structural systems are being assumed based on visual observation only. This is a CMU building with a wood framed roof that was likely constructed in the 1970's.

Gravity Systems:

The roof is constructed of plywood over 2x10's at 16" on center that clear span to the CMU walls, which are the bearing walls. See photo S1.



Photo S1: Plywood roof over 2x10's at 16" on center.

Lateral System:

The roof diaphragm is plywood sheathing, and the CMU walls are acting as shearwalls.

Foundations:

Foundation information is not known at this time. Floor slab was present, and the CMU walls likely sit on a continuous footing below grade.

The Cushman building is potentially an unreinforced masonry building. It does not meet current seismic code requirements. Adequate connection between the roof diaphragm and CMU walls was not observed, which is critical for out of plane wall forces during a seismic event (see photo S2). Diagonal cracks were observed in multiple areas of the CMU walls, indicating shear failure (see Photo S3).



Photo S2: No connection between roof framing and walls.



Photo S3: Diagonal cracking in CMU wall.

Complete bid submittal package should contain:

Request For Quotation Page

Proposal Page

Proposal Attachment 1

Sustainability Page

State Responsibility Page

Retainage or Bond Election

Prime Contractor's Pre-Work Form

Net Value	\$
Plus Tax at _____ %	\$
Total Amount	\$

PROPOSAL PAGE

**RADIO COMMUNICATION
BUILDING REPAIRS
IT17-0210N**

BIDDER _____

ITEM NO.	<u>ITEM DESCRIPTION</u>	TOTAL AMOUNT FOR ALL TASKS at Cushman
---------------------	--------------------------------	--

All line items below are looking for the total cost
of parts and labor together.

- | | | |
|---|---|----------|
| 1 | Remove and replace roof (including replacement of
Beams underneath roof as required) | \$ _____ |
| 2 | Diaphragm nailing as needed during re-roofing | \$ _____ |

SUB TOTAL \$ _____

(Transfer to Request for Quotation page)

10.1% Sales tax effective April 1, 2017

**PROPOSAL ATTACHMENT #1
RADIO COMMUNICATION
BUILDING REPAIRS: IT17-0210N**

BIDDER _____

BIDDER'S STATEMENT OF DELIVERY, PRICE, WARRANTY AND EXCEPTIONS

This form is to be fully completed and submitted with your Bid/Proposal and will be considered in evaluating overall Bid/Proposal responsiveness. Failure to complete any or all of the below items may result in Bid/Proposal rejection based on non-responsiveness.

If exceptions to the requirements of the Specification are intended, they **MUST** be identified below. Attachment of additional statements of "Terms and Conditions" or letters purporting to modify Specification requirements shall be referenced on this Statement under the appropriate heading or they will **NOT** be considered a part of the Bid/Proposal.

Bidder's Statement of Delivery Time (State your proposed delivery time following Initial Release and all subsequent Releases during the term of the Contract unless otherwise specified in the Special Provisions)

Bidder's Statement of Price Guarantee (State duration of pricing. Prices must be guaranteed for a minimum of 60 days from Bid/Proposal opening per General Provision 1.01 A., unless otherwise modified in the Special Provisions)

ONLY FIRM PRICES WILL BE ACCEPTED

Manufacturer's/Bidder's Guarantees and/or Warranties of Material or Equipment (State whether proposed guarantees and/or warranties "equal or exceed" those specified in General Provision 2.08 or in any Special Provision modifying General Provision 2.08)

State Whether Exception "IS" or "IS NOT" Taken to This Specification* (See General Provision 1.01. A statement here that exception "IS NOT" taken will create a conclusive presumption that you accept and will comply with all Specification requirements)

*NOTE: The City cannot legally accept a substantial deviation from the Specification. Bids/Proposals containing any substantial deviation will be rejected as non-responsive. If you state exception "IS NOT" taken to this Specification, but include statements or attach materials deviating from the standards established by the Specification, it is agreed that you will perform according to the highest standard indicated.

Sustainability

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

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

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

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

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

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

1.01 DELIVERY OF SUBMITTALS TO THE CITY'S PURCHASING DIVISION

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

Faxed submittals are accepted, however, the City accepts no responsibility for transmission errors.

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

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

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

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

1.02 WITHDRAWAL OF SUBMITTALS

A. Prior to Submittal Deadline (Bid Opening)

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

B. After Submittal Deadline

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

1.03 SUBMITTAL IS NON-COLLUSIVE

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

1.04 OPENING AND ACCEPTANCE OF SUBMITTALS

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

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

1.05 RIGHT TO REJECT

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

A. Requests for Proposals (RFP)

By submitting a proposal in response to a City RFP, the Respondent acknowledges and consents to the

below City rights and conditions. With regard to this procurement process, the City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions:

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

1.06 EVALUATION OF SUBMITTALS

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

A. Evaluation Factors

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

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

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

B. Cash Discount

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

1.07 COMPLETION OF CITY FORMS

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

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

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

1.08 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

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

1.09 CLARIFICATION OF SPECIFICATION

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

1.10 ALTERATIONS NOT ALLOWED

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

1.11 INSERTION OF MATERIAL CONFLICTING WITH SPECIFICATIONS

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

1.12 FIRM PRICES/ESCALATION

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

1.13 SHIPPING

Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Respondent until delivery is tendered.

1.14 LEGAL HOLIDAYS

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

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

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

1.15 TAXES

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

A. Federal Excise Tax

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

B. State and Local Sales Tax

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

C. City of Tacoma Business and Occupation Tax

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

Sub-Title 6A of the City of Tacoma Municipal Code provides that all transactions with the City of Tacoma, wherever consummated, are subject to the City of Tacoma's Business and Occupation Tax.

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

D. Any or All Other Taxes

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

1.16 WASHINGTON BUSINESS LICENSE REQUIREMENT

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

1.17 PUBLIC DISCLOSURE

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

1.18 PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

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

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

1.19 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

1.20 LEGAL DISPUTES

Respondent agrees and stipulates that in the event any litigation should occur concerning or arising out of this solicitation or any submittal delivered in response hereto, the sole venue of any such legal action shall be the Pierce County Superior Court of the state of Washington and the interpretation of the terms of the solicitation and submittal shall be governed by the laws of the state of Washington.

1.21 PURCHASE ORDER TERMS AND CONDITIONS

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

1.22 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

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

1.23 AWARD

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

1.24 FINAL AWARD DETERMINATION

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

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GENERAL PROVISIONS for CONSTRUCTION and/or LABOR PROJECTS

1.01 BIDDER'S DUTY TO EXAMINE

The Bidder agrees to be responsible for examining the site(s) and to have compared them with the Specifications and Contract Drawings, and to be satisfied as to the facilities and difficulties attending the execution of the proposed Contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, obstacles and contingencies) before the delivery of his/her Proposal. No allowance will be subsequently made by the City on behalf of the Bidder of any error or neglect on Bidder's part, for such uncertainties as aforesaid.

1.02 CONTRACTOR'S STATE REGISTRATION NO.

If the provisions of Chapter 18.27 of the Revised Code of Washington apply to the Bidder, then the Bidder's Washington State Contractor's Registration No. must accompany the bid.

Prequalified Electrical Contractor

Certain types of electrical construction requires special expertise, experience and prequalification of the Contractor (or Subcontractor) by the City. In such cases the Bidder must be prequalified or the Bidder must subcontract with a City prequalified electrical contractor for the specialty work.

1.03 ASSIGNMENT AND SUBLETTING OF CONTRACT

The Contract shall not be assigned or sublet except with the written consent of the City superintendent or manager responsible for the contract.

Requests for assignment or subletting of this Contract must be in writing with the written consent of the Surety, if applicable, and the request must show the proposed person or organization to which the Contract is assigned is capable, experienced and equipped to perform such work.

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

The Subcontractor shall not submit any portion of a subcontract for work with the City without the written consent of the City.

1.04 PERMITS

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

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

The Contractor shall notify all other affected governmental agencies and utilities whenever underground work is done under the terms of this Contract. The Contractor is required to obtain permission of the appropriate public and private utilities and governmental agencies before performing underground work pursuant to the terms of this Contract. The Contractor shall be required to contact "one call" 1-800-424-555 for all projects requiring excavation greater than 12 inches.

1.06 SURETY BOND/RETAINAGE

For construction/labor type contracts, the Successful Bidder must provide a performance guarantee through one of the following options.

A. Retainage

As provided for in RCW 39.08.010, on contracts of \$35,000 or less, in lieu of providing a surety bond, the successful Bidder may agree to have the City retain 50 percent of the contract amount for a period of 30 days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. If the successful Bidder does not provide a bond, payment will be subject to the retainage provisions as stated above.

B. Surety Bond

The Successful Bidder shall provide bond, including power of attorney, for 100 percent of the amount of his/her bid (excluding sales taxes), to ensure complete performance of the Contract including the guarantee. The bond must be executed by a surety company licensed to do business in the State of Washington. If a bond is requested for a supply type contract, a cashiers' check or cash may be substituted for the bond; however, this cash or cashiers' check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

1.07 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until all required insurance has been obtained and such insurance has been approved by the City of Tacoma, nor shall the Contractor allow any Subcontractor to commence work on his/her subcontract until all similar insurance required of the Subcontractor has been so obtained. It is the Contractor's responsibility to ascertain that all Subcontractors have the insurance as required by this Contract at all times such Subcontractors are performing the work.

A. Compensation Insurance

The Contractor shall, at all times during the existence of this Contract, fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workmen's Compensation together with any and all amendments and supplements thereto and any and all regulations promulgated thereunder.

In the event any of the work herein is sublet, the Contractor shall require such Subcontractor to fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workmen's Compensation. In the event of any class or classes of employees engaged in work not covered under the laws of the State of Washington pertaining to Workmen's Compensation, the Contractor shall provide and cause each Subcontractor to provide compensation insurance satisfactory to the City of Tacoma and to the State of Washington in an amount equivalent to that provided by the laws of the State of Washington pertaining to Workmen's Compensation.

B. Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of his/her Contractor, a policy of public liability insurance and property damage insurance, with an insurance carrier licensed to do business in the State of Washington. The policy shall be approved as to form and content by the City Attorney and shall protect the City of Tacoma from liability imposed by law for damages suffered by any persons (1) for bodily injury or death resulting therefrom caused by accidents or occurrences resulting from any act or omission by the Contractor in the performance of the Contract, and (2) for injury to, or destruction of, any property, including property of the City of Tacoma, and resulting from any act or omission by the Contractor in the performance of the Contract.

The City of Tacoma shall be designated in said policy as a named additional insured and shall be given 30 days of notice of cancellation. Said insurance shall indicate that it is "primary" (over and above any insurance the City may have), shall include contractual coverage and shall be in the amounts of not less than \$500,000 combined single limit for personal injury including death and property damages per occurrence and/or incident. For Contractors in excess of \$100,000 (excluding sales tax) the minimum coverage shall be \$1,000,000 combined single limit per occurrence.

If the Contractor fails to maintain such insurance, the City of Tacoma, at its discretion, may procure and maintain such insurance to cover any damages of the above-mentioned classes for which the City of Tacoma may be held liable on account of the Contractor's failure to pay such damages. The City of Tacoma shall then deduct and retain the amount of the premiums from any sums due to the Contractor under this Contract.

Nothing herein contained shall be in any manner construed as limiting the extent to which the Contractor or Subcontractor may be held liable or responsible for payment of damages resulting from their operations.

C. Builder's Risk

The Contractor shall be expected to protect and ensure from loss any tools and equipment owned or rented by the Contractor, Subcontractor of the employees of the Contractor and Subcontractor.

Until the work is completed and accepted by the City of Tacoma, the construction is at the risk of the Contractor and no partial payment shall constitute acceptance of the work or relieve the Contractor of responsibility to delivery to the City of Tacoma the completed project as required by this Contract.

D. Proof of Carriage of Insurance

Before any work is initiated, the Contractor will be required to furnish and file with the City a certificate of insurance coverage. The insurance coverages required herein shall be maintained and effective at all times any work including guarantee work is being performed by the Contractor or a Subcontractor. An up-to-date certificate of insurance must be on file with the City throughout the Contract period.

1.08 SAFETY

The Contractor shall, at all times, exercise adequate precautions for the safety of all persons, including employees, in the performance of this Contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations. Protective hats shall be worn at all times when an employee is at the job site, except where doing so would interfere with proper performance of the job.

The Contractor shall obtain the necessary line clearance from the Inspector before performing any work in, above, below or across energized Light Division circuits.

The Inspector and/or Engineer may advise the Contractor and the Safety Officer of any safety violations. It is the Contractor's responsibility to make the necessary corrections. Failure to correct safety violations shall be grounds for an order from the Safety Officer, Inspector or Engineer to cease further work and remove from the job site until the condition is corrected. Time and wages lost due to such safety shutdowns shall be at the sole cost of the Contractor and shall not relieve the Contractor of the obligation to complete the work on time.

Any of the above actions by employees of the City of Tacoma shall in no way relieve the Contractor of his/her responsibility to provide for the safety of all persons, including his/her employees.

1.09 PROTECTION OF WORKMEN AND PROPERTY

The Contractor shall erect and maintain good and sufficient guards, barricades and signals at all unsafe places at or near the work and shall, in all cases, maintain safe passageways at all road crossings, and crosswalks, and shall do all other things necessary to prevent accident or loss of any kind.

The Contractor shall protect from damage all utilities, improvements, and all other property that is likely to become displaced or damaged by the execution of the work under this Contract.

The Contractor is responsible for all roads and property damaged by his/her operations as shall be determined by the Engineer administering this Contract. The Contractor shall be responsible for repairing all damage to roads caused by his/her operations to the satisfaction of the particular governmental body having jurisdiction over the road.

1.10 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

The Contractor shall keep on his/her work, during its progress, a competent superintendent and any necessary assistants, all of whom must be satisfactory to the City of Tacoma. The Contractor's superintendent shall not be changed except with the consent of the City of Tacoma, unless the Contractor's superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The Contractor's superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor directly. The Contractor shall give efficient supervision to the work, using his/her best skill and attention.

B. Character of Contractor's Employees

The Contractor shall employ only competent, skillful, faithful and orderly persons to do the work and, whenever the Engineer administering the Contract shall notify the Contractor in writing that any person on the work is, in his or her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall forthwith discharge such persons from the work and shall not again employ him or her on this contract.

1.11 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

The Contractor and Subcontractors shall be bound by the provisions of RCW Chapter 49.28 (as amended) relating to hours of labor. Except as set forth in the Specifications, eight (8) hours in any calendar day shall constitute a day's work on a job performed under this Contract.

In the event that the work is not performed in accordance with this provision and in accordance with the laws of the State of Washington, then this Contract may be terminated by the City of Tacoma for the reason that the same is not performed in accordance with the public policy of the State of Washington as defined in said statutes.

B. Prevailing Wages

The Contractor and any Subcontractors shall be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits. No workman, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the "prevailing wage" as determined by the Industrial Statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this Contract will be performed is by reference made a part of this Contract as though fully set forth herein. Current prevailing wage data will be furnished by the Industrial Statistician upon request. The Contractor shall immediately upon award of the Contract, contact the Department of Labor and Industries, ESAC Division, General Administration Building, Olympia, Washington 98504, to obtain full information, forms and procedures relating to these matters.

Before payment is made by or on behalf of the city, of any sum or sums due on account of a Public Works contract, it shall be the duty of the officer or person charged with the custody and disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer a "Statement of Intent to Pay Prevailing Wages." Each Statement of Intent to Pay Prevailing Wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to said officer. Unless otherwise authorized by the Department of Labor and Industries each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefilled statement or statements of intent to pay prevailing wages on file with the public agency. Following the final acceptance of a Public Works project, it shall be the duty of the officer charged with disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer an "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the Contractor. Each affidavit of wages paid must be certified by the Industrial Statistician of the Department of Labor and Industries before it is submitted to said officer.

In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and Industries, whose decision shall be final, conclusive and binding on all parties involved in the dispute.

1.12 CLEANING UP

The Contractor shall at all times, at his/her own expense, keep the premises free from accumulation of waste materials or debris caused by any workers or the work. At the completion of the work the Contractor shall remove all waste materials from and about the site and all his/her equipment, sanitary facilities and surplus materials. In the case of dispute, the City of Tacoma may remove the debris and charge the cost to the Contractor as the City of Tacoma shall determine to be just. All material that is deposited or placed elsewhere than in places designated or approved by the Engineer administering the Contract will not be paid for and the Contractor may be required to remove such material and deposit or place it where directed.

1.13 INSPECTION

A. Of the Work

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of this Contract. All material or work approved and later found to be defective shall be replaced without cost to the City of Tacoma.

B. Inspector's Authority

The Inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the Superintendent of the Division administering the Contract, whose decision shall be final.

The Contract shall be carried out under the general control of the representative of the particular Division administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City of Tacoma. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Division administering the Contract in accordance with the terms of the Contract.

Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

1.14 INDEMNIFICATION

A. Indemnification

Contractor acknowledges that pursuant to the terms of this agreement, Contractor is totally responsible for the safety of all persons and property in the performance of this Contract. To the greatest extent allowed by law, Contractor assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnify, defend and hold harmless the City of Tacoma, from and against any and all liability which may accrue to or be sustained by the City of Tacoma on account of any claim, suit or legal action made or brought against the City of Tacoma for the death of or injury to persons (including Contractor's or Subcontractor's employees) or damage to property involving Contractor, of Subcontractor(s) and their employees or agents, 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, Contractor recognizes that Contractor is waiving immunity under Industrial Insurance Law, Title 51 RCW. Contractor acknowledges that this indemnification provision has been mutually negotiated within the context of competitive bidding laws. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. Provided, however, this provision is intended to be applicable to the parties to this agreement and it shall not be interpreted to allow a Contractor's employee to have a claim or cause of action against Contractor.

B. Limitation of Liability for Primarily Supply-Type Contracts

All Contracts where the total cost of the supply of materials and/or equipment constitute at least 70 percent of the total Contract price (as determined by the City), then the City agrees that it will not hold the Contractor, supplier or manufacturer liable for consequential damages for that part of the Contract related to the manufacture and/or design of the equipment, materials or supplies.

1.15 GUARANTEE

Guarantee for Construction, Labor or Services Contract

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

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

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

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

1.16 DEDUCTIONS FOR UNCORRECTED WORK

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

1.17 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

The City of Tacoma may serve written notice upon the Contractor and Surety, executing the Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract and, unless within ten (10) days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate and all rights of the Contractor hereunder shall be forfeited.

If a Performance Bond was provided, upon such termination, the Surety shall have the right to take over and perform the Contract, provided, however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may, without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

1.18 LIENS

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

1.19 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

The City of Tacoma hereby reserves the right to use the facilities herein contracted prior to final acceptance under this Contract. The use of said facilities, as mentioned herein, shall not be construed as a waiver or relinquishment of any rights that the City of Tacoma has under this Contract.

1.20 UNDERGROUND EXCAVATION

The City may have indicated on the plans and specifications the existence of certain underground facilities that are known to the City division responsible for this Contract. It is the Contractor's responsibility to fully comply with the Underground Utility Locate Law, Chapter 19.122 RCW. If the site conditions are "changed or differing" as defined by RCW 19.122.040(1), the Contractor may pursue the party responsible for not properly marking or identifying the underground facility. The Contractor agrees not to file any claim or legal action against the City (division responsible for this Contract) for said "changed or differing" conditions unless said City division is solely responsible for the delay or damages that the Contractor may have incurred.

**CITY OF TACOMA
FINANCE/PURCHASING DIVISION
SPECIAL NOTICE TO BIDDERS**

Public works and improvement projects for the City of Tacoma are subject to Washington state law and Tacoma Municipal Code, including, but not limited to the following:

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

In order to be considered a responsible bidder the bidder must meet the following mandatory state responsibility criteria contained in RCW 39.04.350:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect **at the time of bid submittal**;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

Effective March 30, 2012, RCW 39.04.380 imposes a reciprocal preference for resident contractors. Any bid received from a non-resident contractor from a state that provides an in-state percentage bidding preference is subject application of a comparable percentage disadvantage.

A non-resident contractor from a state that provides an in-state percentage bidding preference means a contractor that:

1. Is from a state that provides a percentage bid preference to its resident contractors bidding on public works projects, and
2. Does not have a physical office located in Washington at the time of bidding on the City of Tacoma public works project.

The state of residence for a non-resident contractor is the state in which the contractor was incorporated, or if not a corporation, the state in which the contractor's business entity was formed.

The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident

contractor's bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

The reciprocal preference evaluation does not apply to public works procured pursuant to RCW 39.04.155, RCW 39.04.280, federally funded competitive solicitations where such agencies prohibit the application of bid preferences, or any other procurement exempt from competitive bidding.

Bidders must provide the City of Tacoma with their state of incorporation or the state in which the business entity was formed and include whether the bidder has a physical office located in Washington.

The bidder shall submit documentation demonstrating compliance with above criteria on the enclosed State Responsibility and Reciprocal Bidder Information form.

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - b. Have a current Washington Unified Business Identifier (UBI) number;
 - c. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW and;
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

Requests may be submitted via postal mail or delivered personally, or sent by e-mail or fax, within the above timeline to:

MAIL

City of Tacoma Purchasing Division
PO Box 11007
Tacoma, WA 98411-0007

Fax: 253-502-8372

E-mail: bids@cityoftacoma.org

DELIVERY

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

SBE GOAL UTILIZATION FORM

SMALL BUSINESS ENTERPRISE REQUIREMENTS & PROCEDURES:

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

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

IMPORTANT NOTE:

It is the bidder's responsibility to insure that the SBE subcontractor(s) listed on the SBE Utilization Form are currently certified by the City of Tacoma at the time of bid opening. This may be verified by contacting the SBE Program Office at (253) 591-5224 between 8 AM and 5 PM, Monday through Friday. This form must have clear expression of SBE participation your company will use on this project. Ordinance 27867, passed by the City Council on December 15, 2009, establishes the overall SBE goal of 22%, except where modified through appropriate procedures. Please refer to the City of Tacoma SBE Provisions included elsewhere in these Special Provisions.

SBE GOAL: The SBE office has determined a **zero (0) SBE goal** should apply to this project. Due to limited scope and low dollar value, no reasonable opportunity for subcontracting exists.

For any questions or concerns, please call the SBE Office at (253) 591-5224

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

Chapter 1.07

SMALL BUSINESS ENTERPRISE

Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 Certification.
- 1.07.060 Program requirements.
- 1.07.070 Evaluation of submittals.
- 1.07.080 Contract compliance.
- 1.07.090 Program monitoring.
- 1.07.100 Enforcement.
- 1.07.110 Remedies.
- 1.07.120 Unlawful acts.
- 1.07.130 Severability.
- 1.07.140 Sunset and review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works there has been historical underutilization of small businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of reasonably achievable goals to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code ("TMC"), or unless the context in which they are used clearly indicates a different meaning.

A. "Affidavit of Small Business Enterprise Certification" means the fully completed, signed, and notarized affidavit that must be submitted with an application for SBE certification. Representations and certifications made by the applicant in this Affidavit are made under penalty of perjury and will be used and relied upon by City to verify SBE eligibility and compliance with SBE certification and documentation requirements.

B. "Base Bid" means a Bid for Public Works to be performed or Supplies or Services to be furnished under a City Contract, including additives, alternates, deductives, excluding force accounts, and taxes collected separately pursuant to Washington Administrative Code ("WAC") 458-20-171.

C. "Bid" means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

D. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."

E. "City" means all Departments, Divisions and agencies of the City of Tacoma.

F. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services.

Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the

community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

G. “Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

H. “Evaluated Bid” means a Bid that factors each Respondent’s Base Bid including any alternates, deductive and additives selected by the City that will result in a weighed reduction based on that Respondent’s percentage of SBE participation, as defined by formula set forth in this chapter or in the SBE Regulations adopted pursuant to this chapter.

I. “Goals” means the annual level of participation by SBEs in City Contracts as established in this chapter, the SBE Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

J. “SBE Certified Business” (or “SBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Coordinator.

K. “SBE Program Coordinator” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the SBE Regulations.

L. “SBE Regulations” shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

M. “Lowest and Best Responsible Bidder” means the Bidder submitting the lowest Bid received that is within the range of acceptable bids, that also has the ability to timely perform the Contract bid upon considering such factors as financial resources, skills, quality of materials, past work record, and ability to comply with state, federal, and local requirements, including those set forth in the SBE Regulations.

N. “Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

O. “Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

P. “Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

Q. “Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

R. “Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

S. “Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

T. “Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

U. “Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

V. “Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

(Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator's ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or his or her designated SBE Program Coordinator, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the SBE Regulations to properly implement and administer the provisions of this chapter. The SBE Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the SBE goals set forth herein. The SBE Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The SBE Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The SBE Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Certification.

A. The SBE Program Coordinator shall approve a person as a SBE Certified Business if all of the following criteria are satisfied:

1. Each person with an ownership interest in the company has a personal net worth of less than \$1,320,000 excluding one personal residence and the net worth of the business;
2. The company's total gross receipts for any consecutive three year period within the last six years is not more than \$36,500,000 for public works companies and not more than \$15,000,000 for non-public works and improvements companies;
3. The owner(s) of the company executes an Affidavit of Small Business Enterprise Certification and files it with the City which states that all information submitted on the SBE application is accurate, that the business has sought or intends to do business with the City and/or within the Pierce County area and has experienced or expects to experience difficulty competing for such business due to financial limitations that impair its ability to compete against larger firms; and
4. The company can demonstrate that it also meets at least one of the following additional requirements:
 - a. The company's business offices, or the personal residence of the owner, is located within a City of Tacoma designated Renewal Community/Community Empowerment Zone, prior to designation as a SBE, or
 - b. The company's business offices, or the personal residence of the owner, is located within the City of Tacoma for at least six months prior to designation as a SBE; or

c. The company's business offices are located in a federally designated HUBZONE in Pierce County or any adjacent county for at least 12 months prior to designation as a SBE; or

d. The company's business offices are located in a federally designated HUBZONE in a County wherein the work will be performed, or an adjacent county, for at least 12 months prior to designation as a SBE.

B. Application Process. The SBE Program Coordinator shall make the initial determination regarding certification or recertification. Each SBE applicant shall provide the following documents; as such documents are more fully described in the SBE Regulations, to the SBE Program Coordinator:

1. A completed Statement of Personal Net Worth form;
2. A completed, signed, and notarized Affidavit of Small Business Enterprise Certification that affirms compliance with the certification and documentation requirements of this section;
3. List of equipment and vehicles used by the SBE;
4. Description of company structure and owners;
5. Such additional information as the SBE Program Coordinator or designee may require.

When another governmental entity has an equivalent SBE classification process the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

C. Recertification. A SBE qualified business shall demonstrate annually to the satisfaction of the SBE Program Coordinator that the following SBE qualifications are still in effect for such business:

1. That the company still meets all of the criteria set forth in subsection 1.07.050.A. TMC, and
2. That the company has maintained all applicable and necessary licenses in the intervening period, and
3. That the company demonstrates that the owner and/or designated employees have completed the minimum annual continuing business education training requirements set forth in the SBE Regulations.

D. Appeals. The applicant may appeal any certification determination by the SBE Program Coordinator under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28147 Ex. A; passed May 7, 2013; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. Establishment of Annual SBE Goals. The SBE Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of SBEs in City contracts shall be based on the number of qualified SBEs operating within Pierce County or in a county that is adjacent to Pierce County or in a HUBZone in a county where the supplies, services and/or public works will be delivered or performed. The dollar value of all contracts awarded by the City to SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable SBE goal. The initial cumulative annual SBE goal for all public works, non-public works and improvements supplies and services procured by the City of Tacoma is 22 percent.

B. Revision of Annual SBE Goals. SBE utilization goals for supplies, services, and public works shall be reviewed annually to determine the total level of SBE participation reasonably attainable. If no certified SBEs are available to provide supplies, services, and/or public works, the dollar value of such supplies, services, or public works shall be exempt from the calculation of the cumulative annual goals set forth in the SBE Regulations. Proposed reduction of the cumulative annual SBE goals shall be in accordance with the SBE Regulations.

C. Application of SBE Goals to Contracts. The SBE Program Coordinator shall consult with City departments/divisions to establish the SBE goal for competitively solicited contracts of \$25,000 and above, in accordance with this chapter and the SBE Regulations. No SBE goal will be established if no certified SBEs are available to provide supplies, services and/or public works.

D. Waivers. City departments/divisions or the SBE Program Coordinator may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:

1. **Emergency:** The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.
2. **Not Practicable:** Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.
3. **Sole source:** The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.
4. **Government purchasing.** The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.
5. **Lack of SBEs:** An insufficient number of qualified SBE contractors exist to create SBE utilization opportunities.
6. **Best interests of the City:** Waiver of SBE goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

E. **Review of Waivers.** A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the SBE utilization goals based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such goals would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contract valued at \$25,000 or more shall be evaluated for attainment of the SBE goal established for that contract in accordance with this chapter and the SBE Regulations.

B. The determination of SBE usage and the calculation of SBE goal attainment per this section shall include the following considerations:

1. **General.** The dollar value of the contract awarded by the City to a SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the SBE goal.
2. **Supplies.** A public works and improvements contractor may receive credit toward attainment of the SBE goal for expenditures for supplies obtained from a SBE; provided such SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the SBE goal for the amount of the commission paid to a SBE resulting from a supplies contract with the City; provided the SBE performs a commercially useful function in the process.
3. **Services and Public Works subcontracts.** Any bid by a certified SBE or a bidder that utilizes a certified SBE shall receive credit toward SBE goal attainment based on the percentage of SBE usage demonstrated in the bid. A contractor that utilizes a SBE-certified subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the SBE goal based on the value of the subcontract with that SBE.
4. **Brokers, Fronts, or Similar Pass-Through Arrangements.** SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the SBE Regulations) shall not count toward SBE goal attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a SBE utilization goal has been established for the contract to be awarded shall be as follows:

1. **When contract award is based on price.** The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the SBE goal. Such low bid shall be determined to meet the SBE goal if the bidder is a certified SBE.

- a. If the low bidder meets the SBE goal, the bid shall be presumed the lowest and best responsible bid for contract award.

b. If the lowest priced bid does not meet the SBE goal, but the bid of any other responsive and responsible bidder does, and such other bid(s) is or are priced within five percent of the lowest bid, then the following formula shall be applied to each such other bid:

$$(\text{Base Bid}) \left[\frac{\text{SBE Usage Percentages}}{\text{SBE Goal Percentages}} \right] \times (.05 \times \text{Low Base Bid}) = \text{Evaluated Bid}$$

c. The lowest evaluated bid after applying said evaluation formula shall be presumed the lowest and best responsible bid for contract award.

d. In no event shall a bidder's evaluated bid price be adjusted more than 5 percent from its base bid price for purposes of contract award.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified SBEs. Submittals by respondents determined to be qualified may be further evaluated based on price using the formula applicable to price based contract awards above. The SBE Regulations may establish further requirements and procedures for final selection and contract award, including:

- a. Evaluation of solicitations for Architectural and Engineering (A&E) services;
- b. Evaluation and selection of submittals in response to requests for proposals; and
- c. Selection of contractors from pre-qualified roster(s).

D. Evaluation of competitively solicited submittals for supplies when no SBE utilization goal has been established for the contract to be awarded shall encourage SBE participation as follows:

1. A submittal from a responsive certified SBE that is priced within five percent of the otherwise lowest responsive bid shall be recommended for award. Otherwise, the lowest responsive bidder shall be recommended for contract award.

E. The SBE Regulations may establish further SBE goal evaluation requirements and procedures for award of contracts between \$5,000 and \$25,000.00 and for non-competitively solicited contracts. City departments/divisions shall use due diligence to encourage and obtain SBE participation for supplies, services, and public works contracts under \$5,000.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on SBE participation shall, during the term of the contract, comply with the SBE goal established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

- 1. Any substitutions for or failure to utilize SBEs projected to be used must be approved in advance by the SBE Program Coordinator. Substitution of one SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.
- 2. Where it is shown that no other SBE is available as a substitute and that failure to secure participation by the SBE identified in the solicitation is not the fault of the respondent, substitution with a non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
- 3. If the SBE Program Coordinator determines that the contractor has not reasonably and actively pursued the use of replacement SBE(s), such contractor shall be deemed to be in non-compliance.

B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of SBEs, and shall include the right of the City to inspect such records.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. The SBE Program Coordinator shall monitor compliance with all provisions of this chapter and the SBE Regulations. The SBE Program Coordinator shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to

eliminate the effects of under utilization in City contracting. The SBE Program Coordinator shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The SBE Program Coordinator shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document SBE utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the SBE Regulations.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or his or her designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the SBE Regulations.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the SBE Program Coordinator, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the SBE Regulations has occurred, the SBE Program Coordinator and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Sunset and review of program.

This chapter shall be in effect through and until December 31, 2019, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2019, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

Specification No. _____

Name of Bidder

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier (UBI) number:

Number: _____

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

☐ Yes ☐ No

☐ Not Applicable

Washington Employment Security Department number:

Number: _____

☐ Not Applicable

Washington Department of Revenue state excise tax registration number:

Number: _____

☐ Not Applicable

Have you been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3)?

☐ Yes ☐ No If yes, provide an explanation of your disqualification on a separate page.

Do you have a physical office located in the state of Washington?

☐ Yes ☐ No

If incorporated, in what state were you incorporated?

State: _____

☐ Not Incorporated

If not incorporated, in what state was your business entity formed?

State: _____



City of Tacoma
Community and Economic Development
Office of Small Business Enterprise
747 Market Street, Room 900
Tacoma, WA 98402
253-591-5224

PRIME CONTRACTOR'S PRE-WORK FORM

Company Name

Telephone

Address/City/State/Zip Code

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

CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

Superintendent												
Foreman												
Operators												
Laborers												
Apprentice												
Trainee												
TOTALS												

Signature of Responsible Officer

Date

INSTRUCTIONS FOR COMPLETING PRIME CONTRACTOR'S PRE-WORK FORM

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

1. "Heading" the company name and address should reflect the subcontractor actually doing business with the City of Tacoma. If this address is different from that of the Equal Employment Opportunity Officer that administers the EEO programs of the company, the Equal Employment Opportunity Officer's address should be noted in the "Comments" section at the bottom of the form. "Telephone" should contain the area code, telephone number and extension (if any) for the Equal Employment Officer or the responsible official.
2. "Job Categories" at the extreme left hand column of the form specifying "Job Categories" lists "Officials & Managers." You are to list in addition to Officials & Managers any appropriate job titles such as Sales Workers, Office/Clerical, Professionals, Technical, etc., as they apply to your own company and only as pertains to this specific project.
3. The "M" and "F" headings at the top of each column refer to "Male" and "Female."
4. The "Total Employees" column should list the total number of male employees under "M" and the total female number of female employees under "F" for each job category listed. They should be listed in a similar manner in the "Total" category at the bottom of the form. The "Total Employees" column should include all those employees listed under "Non-Minority" and "Total Minorities." "Non-Minority" should include all employees not listed in the minority columns.
5. "Total Minorities" should include all employees listed under the "Black," "Asian," "American Indian," and "Hispanic" columns. These columns should include only employees who are members of that particular minority group. Designation and definitions of ethnic/national origin status follow the instructions and definitions of the Federal EEO-1 Form of the U. S. Equal Employment Opportunity Commission.
6. "Totals" this line should reflect the total of all lines in each of the above columns.
7. The signature of your company's designated responsible official or similar official responsible for equal employment opportunity must appear in the designated space at the bottom of the form. Please PRINT OR TYPE the person's name on the top line across from the signature. This is required since some signatures are difficult to read.
8. "Comments" this section is to be used as needed for explanations to under utilization rate or lack of turnover, proposed expansion or reduction of staff or any other pertinent information you believe will help clarify or explain the data presented on the form. If you need additional space, please explain on a separate sheet of paper.
9. If you need assistance or have any questions regarding the completion of this form, please call the City of Tacoma Office of Small Business Enterprise at 253.591-5224.

Specification IT17-0210N

As provided for in RCW 39.08.010, a performance bond is required on any work resulting from this bid, provided that on contracts of \$35,000 or less, the contractor may, in lieu of the bond, elect to have the City of Tacoma retain 50 percent of the contract amount for a period of 30 days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, the Department of Labor and Industries, and settlement of any liens filed under RCW CHAPTER 60.28, whichever is later. Please specify your choice:

____ 50 percent retainage (for contract amounts *under* \$35,000 only) OR ____ Bond

Pursuant to RCW 60.28, a sum of five percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the state with respect to taxes imposed pursuant to Title 82, RCW, and (2) the claims of any person arising under the contract.

Release of the retainage will be made 60 days following the completion date (pursuant to RCW 39.12, and RCW 60.28) provided the following conditions are met:

1. On contracts totaling more than \$20,000, a release has been obtained from the Washington State Department of Revenue.
 2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the contracting agency (RCW 39.12.040).
 3. A release has been obtained from the Washington State Department of Labor and Industries (per Section 1-07.10) and the Washington State Employment Security Department.
 4. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions or 1, 2, and 3 are met, the contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the contracting agency sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.
-

PLEASE MARK YOUR CHOICE OF RETAINAGE OR BOND AND SUBMIT THIS DOCUMENT WITH YOUR BID.

The following forms marked 'Sample'
are to be submitted upon award.

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective this _____ day of _____, 20____, ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and ("Contractor").

That in consideration of the mutual promises and obligations hereinafter set forth the Parties hereto agree as follows:

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as "Contract Documents":

1. Specification No. _____ together with all authorized addenda.
2. Contractor's submittal (or specifically described portions thereof) dated _____ submitted in response to Specification No. _____.
3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel etc.) or any other additional items mutually intended to be binding upon the parties.

In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:

1. Contract
2. List remaining Contract Documents in applicable controlling order

- II. The total price to be paid by City for Contractor's full and complete performance hereunder may not exceed: \$ _____, plus applicable sales tax.
- III. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- IV. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- V. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.
- VI. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

By: _____
Printed Name

Printed Name

By: _____
Director of Finance

Title

APPROVED AS TO FORM:

By: _____
City Attorney

SAMPLE



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____
as principal, and _____
a corporation organized and existing under the laws of the State of _____
as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of
contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF
TACOMA in the penal sum of \$ _____, for the payment of
which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives,
as the case may be.

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

Dated at Tacoma, Washington, this _____ day of _____, 20_____.

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

Approved as to form:

Principal:

City Attorney

By:

Surety:

By:

Agent's Name: _____

Agent's Address: _____



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and _____
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,
\$ _____, for the payment whereof Contractor and Surety bind themselves,
their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying out of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 51 RCW and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in any way affect its obligation on this bond, and waives notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

No suit or action shall be commenced hereunder by any claimant unless claimant shall have given the written notices to the City, and where required, the Contractor, in accordance with RCW 39.08.030.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of claims which may be properly filed in accordance with RCW 39.08 whether or not suit is commenced under and against this bond.

If any claimant shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment and attorney fees as provided by RCW 39.08.030, shall also pay such costs and attorney fees as may be incurred by the City as a result of such suit. Venue for any action arising out of or in connection with this bond shall be in Pierce County, WA.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

One original bond shall be executed, and be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Approved as to form:

Principal: **Vendor Legal Name**

Deputy City Attorney

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE

PREVAILING WAGE RATES

for

Pierce County

September 2, 2015

The State of Washington prevailing wage rates applicable for this public works project may be found at the following website addresses of the Department of Labor and Industries:

JOURNEY LEVEL

See Department of Labor and Industries URL link

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

APPRENTICES

See Department of Labor and Industries URL link

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

The schedule of prevailing wage rates is made part of the Contract Documents by reference as through fully set forth herein; and a copy of the applicable prevailing wage rates are also available for viewing at the City Purchasing Office. Upon request to the Purchasing Department, the City will email a copy of the applicable Journey Level prevailing wages for this project.

ACORD ™ CERTIFICATE OF LIABILITY INSURANCE		DATE: 01/15/03
PRODUCER Brown & Brown of Washington, Inc. P. O. Box 1718 Tacoma WA 98402 Phone: 253-396-5500 Fax: 253-396-4500		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
		INSURERS AFFORDING COVERAGE
INSURED General Contractors, Inc. Attn: John Boss 123 Main Street Tacoma WA 98401		INSURER A: CNA Insurance Company INSURER B: Safeco Insurance Company INSURER C: Fireman's Fund Insurance Company INSURER D: Washington State Fund (L&I) INSURER E: F.M. Global Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL12345678	01/01/03	01/01/04	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$100,000
					MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON - OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	BA554430	01/01/03	01/01/04	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY/INJURY (Per person)	\$
					BODILY/INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - (Ea Accident)	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
C	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	UL987XS	01/01/03	01/01/04	EACH OCCURRENCE	\$5,000,000
					AGGREGATE	\$5,000,000
						\$
						\$
						\$
D A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY STOP GAP LIABILITY	278000652 GL12345678	12/01/03 01/01/03	12/01/04 01/01/04	<input checked="" type="checkbox"/> WC STAT - UTILITY LIMITS	<input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
E	OTHER BUILDERS' RISK	COC78765	04/01/03	04/01/04	\$3,750,000 LIMIT, \$10,000 DED, SPECIAL FORM, INCL QUAKE & FLOOD	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

City of Tacoma is added as Additional Insured as respects any and all work performed with the City (or as respects project _____). This insurance is primary over any insurance or self-insurance the City may have for any and all work performed with the City (or as respects project _____).

CERTIFICATE HOLDER	Y	ADDITIONAL INSURED; INSURER LETTER A	CANCELLATION
CITY OF TACOMA PO BOX 11007 TACOMA WA 98411-0007		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
		AUTHORIZED REPRESENTATIVE John Q. Agent John Q. Agent	



City of Tacoma - Finance Department

RETURN CERTIFICATE TO:
Purchasing Division
P.O. Box 11007
Tacoma, WA 98411-0007
253-502-8468 / FAX 253-502-8372

INSURANCE CERTIFICATE REQUIREMENTS

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

CONTRACT AMOUNT

\$ 25,000 and Under

\$500,000 and Under

Over \$500,000

LIABILITY LIMITS

\$ 500,000 Combined Single Limit

\$1,000,000 Per Occurrence / \$2,000,000 Aggregate

\$5,000,000 Total Coverage

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

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

CITY OF TACOMA
PO BOX 11007
TACOMA WA 98411-0007

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the company, its agents or representatives."



STATEMENT OF INTENT TO PAY PREVAILING WAGES

Public Works Contract
\$40.00 Filing Fee Required

- This form **must** be typed or printed in ink.
- **Fill in all blanks or the form will be returned for correction (see instructions).**
- Please allow a **minimum** of 10 working days for processing.
- Once approved, your form will be posted online at
<https://fortress.wa.gov/lmi/pwipub/SearchFor.asp>

Intent ID # (Assigned by L&I) _____

Your Company Information				
Your Company Name ABC Company, Inc.				
Your Address 1234 Main Street				
City Olympia	State WA	Zip+4 98501-1234		
Your Contractor Registration Number ABCCI*0123AA		Your UBI Number 123456789		
Your Industrial Insurance Account Number 111,111-11				
Your Email Address (required for notification of approval) prevailingwage@lni.wa.gov		Your Phone Number (555) 555-5555		
Additional Details				
Your Expected Job Start Date (mm/dd/yyyy) 01/01/2011				
Job Site Address/Directions State Street @ Plum Street				
ARRA Funds				
Does this project utilize American Recovery and Reinvestment Act (ARRA) funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Prime Contractor's Company Information				
Prime Contractor's Company Name XYZ Company, Inc.		Prime Contractor's Intent Number 123456		
Prime Contractor's Registration Number XYZIN*0123AA		Prime Contractor's UBI Number 987654321		
Employment Information				
Do you intend to use ANY subcontractors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will employees perform work on this project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Will ALL work be subcontracted?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you intend to use apprentice employees?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Number of Owner/Operators who own at least 30% of the company who will perform work on the project: <input type="checkbox"/> None (0) <input checked="" type="checkbox"/> One (1) <input type="checkbox"/> Two (2) <input type="checkbox"/> Three (3)				
Crafts/Trades/Occupations – (Do not list apprentices. They are listed on the Affidavit of Wages Paid only.) If an employee works in more than one trade, ensure that all hours worked in each trade are reported below. For additional crafts/trades/occupations please use Addendum A.		Number of Workers	Rate of Hourly Pay	Rate of Hourly Usual ("Fringe") Benefits
Laborer - Asphalt Raker		2	39.28	5.00
Power Equipment Operator - Asphalt Plant Operator		1	48.04	2.35
Truck Driver - Asphalt Mix (over 16 Yds)		1	46.47	0.00
Signature Block				
I hereby certify that I have read and understand the instructions to complete this form and that the information, including any addenda, are correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.				
Print Name:		Print Title:		Signature:
Date:				
For L&I Use Only				
Approved by signature of the Department of Labor and Industries Industrial Statistician				



Affidavit of Wages Paid

Public Works Contract

\$40.00 Filing Fee Required*

*Exemption may apply. See instruction 9.

Affidavit ID # (Assigned by L&I):

WA67554-9090

This form **must** be typed or printed in ink.

Fill in ALL blanks or the form will be returned for correction (see instructions).

Please allow a **minimum** of 10 business days for processing.

Once approved, your form will be posted online at:

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

Your Company Information			Awarding Agency Information		
Your Company Name ABC Company			Project Name Road Repair		Contract Number 123-456
Your Company Address 1234 Main Street			Awarding Agency WA St Department of Transportation		
City Olympia	State WA	Zip+4 98501-1234	Awarding Agency Address PO Box 123		
Your Contractor Registration Number ABCCI*0123AA		Your UBI Number 123456789		City Olympia	
Your Industrial Insurance Account Number 111,111-11			State WA		Zip+4 98501
Your Email Address (required for notification of approval) prevailingwage@lni.wa.gov		Your Phone Number (555) 555-5555		Awarding Agency Contact Name John Doe	
			Phone Number (555) 555-5555		
			County Where Work Was Performed Thurston		City Where Work Was Performed Olympia
Additional Details					
Your Job Start Date (mm/dd/yyyy) 2/1/2011		Your Date Work Completed (mm/dd/yyyy) 3/1/2011			
Job Site Address/Directions Plum and State Street		Your Approved Intent ID # 123456			
EHB 2805 (RCW 39.04.370) – Is the Prime Contractor's contract at a cost of over one million dollars (\$1,000,000)?		<input checked="" type="checkbox"/> No If "Yes" to the EHB 2805 question and the Award Date is 9/1/2010 or later you must complete and submit the EHB 2805 (RCW 39.04.370) Addendum. <input type="checkbox"/> Yes			
ARRA Funds					
Does this project utilize American Recovery and Reinvestment Act (ARRA) funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Prime Contractor's Company Information					
Prime Contractor's Company Name XYZ Company					
Prime Contractor's Registration Number XYZCI*0123AA		Prime Contractor's UBI Number 987654321			
Weatherization or Energy Efficient Funds					
Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Hiring Contractor's Company Information					
Hiring Contractor's Company Name CBA Company					
Hiring Contractor's Registration Number CBACI*0123AA		Hiring Contractor's UBI Number 456789123			
Employment Information					
Did you use ANY subcontractors?		<input type="checkbox"/> Yes (Addendum B Required) <input checked="" type="checkbox"/> No		Did employees perform work on this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Was ALL work subcontracted?		<input type="checkbox"/> Yes (Addendum B Required) <input checked="" type="checkbox"/> No		Did you use apprentice employees? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Number of Owner/Operators who own at least 30% of the company who performed work on this project: You must list the First and Last Name(s) of any Owner/Operator performing work below				<input type="checkbox"/> None (0) <input checked="" type="checkbox"/> One (1) <input type="checkbox"/> Two (2) <input type="checkbox"/> Three (3)	
List your Crafts/Trades/Occupations Below - For Journey Level Workers you must provide all of the information below. Owner/Operators - must provide their First and Last name no other information required. **Apprentices are not recorded below. You must use Addendum D to list Apprentices.					
General Labor		Number of Workers 2	Total # of Hours Worked 153	Rate of Hourly Pay 41.23	Rate of Hourly Usual ("Fringe") Benefits 8.54
Carpenter		5	210	52.26	10.13
Signature Block					
I hereby certify that I have read and understand the instructions to complete this form and that the information on the form and any addenda is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.					
Print Name:		Print Title:		Signature:	
				Date:	

For L&I Use Only

Department of Labor and Industries

APPROVED BY: _____

Industrial Statistician



City of Tacoma

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

General Release to the City of Tacoma

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

Signed on this _____ day of _____, 20____.

Contractor Name

Contractor Authorized Signature

Title

Type or Print Signature Name