



City of Tacoma, WA

TACOMA POWER/GENERATION

REQUEST FOR BIDS

RIFFE LAKE FISHING TRAIL ROCK FALL MITIGATION

SPECIFICATION NO. PG23-0168N



City of Tacoma
Power Generation Engineering

REQUEST FOR BIDS PG23-0168N
Riffe Lake Fishing Trail Rock Fall Mitigation

Submittal Deadline: 11:00 a.m., Pacific Time, Friday, October 6, 2023

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, sendbid@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

Maximum file size: 35 MB. Multiple emails may be sent for each submittal.

Bid Opening: Submittals in response to a RFB will be opened at the time listed in the submittal deadline.

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: A pre-proposal meeting will not be held.

Project Scope: Cowlitz Project, Riffe Lake North Shore Fishing Trail, has experienced multiple rock fall events. Past rock fall events have yielded rocks and boulders on the order of magnitude of 12 to 18-in. wide. The latest rock fall event in May 2023 has yielded multiple boulders that are nearly 3-ft. wide and blocking the walkway of the Fishing Trail. Many cracks and fractures were observed in the remaining rock face. The fractures left the remaining rock face in a 'blocky' condition that has several instances of a rock masses precariously hanging on to the right abutment. Tacoma Power is proposing rock scaling be performed to stabilize the rock face and mitigate future rock fall events.

Estimate: \$200,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code and in accordance with State of Washington law.

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

Federal Title VI Information:

"The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Ryan Foster, Senior Buyer by email to rFoster1@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.


TABLE OF CONTENTS

REQUEST FOR BIDS	2
TABLE OF CONTENTS	3
SUBMITTAL CHECK LIST	4
SPECIAL NOTICE TO BIDDERS	5
1. MINIMUM REQUIREMENTS	9
2. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS	9
3. INSURANCE REQUIREMENTS	9
4. CALENDAR OF EVENTS	9
5. INQUIRIES	9
6. PRE-BID MEETING	10
7. DISCLAIMER	10
8. RESPONSIVENESS	10
9. AWARD	10
10. PREVAILING WAGE INFORMATION	11
11. PAYMENT AND PERFORMANCE BOND	11
12. DELIVERY	12
13. WARRANTY	12
14. INSPECTION	12
15. APPROVED ITEM EQUIVALENT	13
16. COMPLIANCE WITH SPECIFICATIONS	13
17. MATERIALS AND WORKMANSHIP	13
18. ENVIRONMENTALLY PREFERABLE PROCUREMENT	13
19. LEAP REQUIREMENTS	14
20. EQUITY IN CONTRACTING	14
APPENDIX A	15
APPENDIX B	63
APPENDIX C	71
APPENDIX D	85

SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award.

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page.

The following items make up your complete electronic submittal package (include all the items below):	
Signature Page (Appendix B) To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.	
Price Proposal Form (Appendix B) The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.	
Certification of Compliance with Wage Payment Statutes Form (Appendix B) Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).	
State Responsibility and Reciprocal Bid Preference Information Form (Appendix B) Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).	
Contractor's Record of Prior Contracts Form (Appendix B)	
List of Equipment Form (Appendix B)	
Content listed under Section 1300 1.1 SUBMITTALS REQUIRED/REQUESTED WITH BID	
After award, the following documents will be executed:	
City of Tacoma Contract (See sample in Appendix C) Must be executed by the successful bidder.	
Certificate of Insurance and related endorsements (Appendix D) Shall be submitted with all required endorsements	
Payment and Performance Bonds (See samples in Appendix C) Payment Bond and Performance Bond: Must be executed by the successful bidder and his/her surety company	
General Release (See sample in Appendix C)	

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).
5. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW and must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.

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:
 - i. Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. 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

Refer to SECTION 01300 1.1 SUBMITTALS REQUIRED/REQUESTED WITH BID.

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 via email to bids@cityoftacoma.org no later than 5:00

p.m. Pacific Time, three days prior to the submittal deadline. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

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 \$500,000 and by Contracts and Awards Board for contracts greater than \$500,000.

1. MINIMUM REQUIREMENTS

Refer to SECTION 01300 1.1 SUBMITTALS REQUIRED/REQUESTED WITH BID.

2. GENERAL PROVISIONS

City of Tacoma General Provisions apply. (Appendix D)

3. INSURANCE REQUIREMENTS

Successful proposer will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation. (See Appendix D)

4. CALENDAR OF EVENTS

This is a tentative schedule only and may be altered at the sole discretion of the City.

The anticipated schedule of events concerning this RFB is as follows:

Approved Equivalent Deadline:	9/25/2023
Question Deadline:	9/25/2023
City response to Questions:	9/27/2023
Submittal Due Date:	10/6/2023
Anticipated Award Date, on or about:	October/November 2023

5. INQUIRIES

5.1 Questions can be submitted to Ryan Foster, Senior Buyer, via email to rfoster1@cityoftacoma.org. Subject line to read:

PG23-0168N – Riffe Lake Fishing Trail Rock Fall Mitigation – *VENDOR NAME*

5.2 Questions are due by 3 pm on the date included in the Calendar of Events section.

5.3 Questions marked confidential will not be answered or included.

5.4 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.

5.5 The answers are not typically considered an addendum.

5.6 The City will not be responsible for unsuccessful submittal of questions.

5.7 Written answers to questions will be posted alongside these specifications at www.tacomapurchasing.org.

6. PRE-BID MEETING

No pre-proposal meeting will be held; however, questions and request for clarifications of the specifications may be submitted as stated in the [inquiries](#) section.

7. DISCLAIMER

The City is not liable for any costs incurred by the Respondent for the preparation of materials or a proposal submitted in response to this RFB, for conducting any presentations to the City, or any other activities related to responding to this RFB, or to any subsequent requirements of the contract negotiation process.

8. RESPONSIVENESS

Bid submittals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial. The City also reserves the right to not award a contract or to issue subsequent RFB's

9. AWARD

Awardee shall be required to comply with 2 CFR part 25, and obtain a unique entity identifier and/or be registered in the federal System for Award Management as appropriate.

Award will be made to the lowest responsive, responsible bidder. All bidders shall provide unit or lump sum pricing for each line item. Each line item will be added up for a subtotal price. The subtotal price will be compared amongst each bidder, including any payment discount terms offered twenty (20) days or more. The City may also take into consideration all other criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262.

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 will be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.

The City reserves the right to let the contract to the lowest responsible bidder whose bid will be the most advantageous to the City, price and any other factors considered. In evaluating the proposals, the City may also consider any or all of the following:

1. Compliance with specification.
2. Proposal prices, listed separately if requested, as well as a lump sum total
3. Time of completion/delivery.
4. Warranty terms.
5. Bidder's responsibility based on, but not limited to:
 - a) Ability, capacity, organization, technical qualifications and skill to perform the contract or provide the services required.

- b) References, judgment, experience, efficiency and stability.
- c) Whether the contract can be performed within the time specified.
- d) Quality of performance of previous contracts or services

10. PREVAILING WAGE INFORMATION

If this project requires prevailing wages under chapter 39.12 RCW, any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Lewis County.

The effective date for prevailing wages on this project will be the submittal deadline with these exceptions:

1. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
2. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
3. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<https://secure.lni.wa.gov/wagelookup/>

REQUIRED FILINGS

The contractor and all subcontractors covered under [39.12 RCW](#) shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.
3. For on-call contracts, retainage can be release annually.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://secure.lni.wa.gov/> or by visiting their MY L&I account.

11. PAYMENT AND PERFORMANCE BOND

If a payment and performance bond is stated herein, the required bond including power of attorney, will be 100 percent of the Contract total and is subject to the following requirements.

11.1 The City's payment and performance bond forms must be used.

- 11.2** The payment and performance bonds must be executed by a surety company licensed to do business in the state of Washington.
- 11.3** The cost of a payment and performance bonds must be included in submittal prices. Bonds will not be paid as a separate line item.
- 11.4** For a supply-type contract, a certified cashier's check or cash may be substituted for the bonds; however, this cash or check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

The same bonds can remain in place over the life of the contract and annual status inquiries can be directed to Ryan Foster via email to rfoster1@cityoftacoma.org. Subject line to read:

12. DELIVERY

- 12.1** Delivery shall be to the Tacoma Power, Mossyrock Dam, Milepost 90 US-Hwy12, Mossyrock WA, 98564.
Each vendor will be required to submit a delivery timeline they can commit to. Purchase order delivery dates will reflect this timeline. In the event a purchase order deliver date is not met, the City reserves the right to purchase these products elsewhere if they are in a time constraint. If constant late deliveries occur, the City may terminate the contract.
- 12.2** Hours of operation shall be Monday through Friday, 9:00 a.m. to 3:30 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

13. WARRANTY

Labor: Minimum three (3) year warranty.

Parts: Manufacturer's warranty or minimum one-year warranty whichever is greater.

Contractor shall arrive on-site at the Riffe Lake North Shore Fishing Trail within 72 hours of notification for all warranty repairs during normal work hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. Repairs shall include free pick-up and delivery. Repairs must be completed and vehicle returned within 48 hours of pick-up.

Contractor agrees to allow City to make minor warranty repairs where that is most cost effective and, if requested, contractor will credit City for cost of parts, but not labor.

Vendor will warrant goods according to the manufacturer's warranty guidelines. The start of the warranty commences once the goods are delivered and accepted by the City.

14. INSPECTION

All goods are subject to final inspection and acceptance by the City. If any inspection fails, the vendor shall be required to make arrangements to exchange the goods at their own expense and replace it in a timely manner acceptable to the City.

Material failing to meet the requirements of this contract will be held at Vendor's risk and may be returned to Vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the Vendor.

15. APPROVED ITEM EQUIVALENT

A specific manufacturer for almost all line items has been listed in the Technical Specifications because this is the current manufacturer accepted. For those line items, which do not list a specific manufacturer, bidders shall provide the technical specifications for the manufacturer they are offering. The City may request, after the bid due date, a sample of that product for review and approval by the City. The City reserves all rights to be the sole judge as to whether any other manufacturer can meet or exceed the current specifications they use. Unless an item is indicated "No Substitute", approved equivalents shall be submitted by the date listed in the Calendar of Events section. Equivalents will be approved by Addendum to the solicitation.

16. COMPLIANCE WITH SPECIFICATIONS

All products shall be new and unused. Any product that does not comply with any part of these technical specifications shall be rejected and the vendor shall, at its own expense, including shipping, replace the item.

17. MATERIALS AND WORKMANSHIP

The successful bidder shall be required to furnish all materials necessary to perform contractual requirements. Materials and workmanship for this contract shall conform to all codes, regulations and requirements for such specifications contained herein and the normal uses for which intended. Material shall be manufactured in accordance with the best commercial practices and standards for this type of goods. All literature and products must be packaged and labeled to sell in the United States.

18. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the [City's Sustainable Procurement Policy](#) and [Climate Action Plan](#), it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- Durability, reusability, or refillable
- Pollutant releases, especially persistent bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts
- Toxicity of products used

- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content
- Energy and water resource efficiency

19. LEAP REQUIREMENTS

This project has no LEAP requirements, however, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the [LEAP Office](#) for assistance in locating qualified employees. Visit the [LEAP website](#) for more information.

20. EQUITY IN CONTRACTING

This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

APPENDIX A

Technical Specifications

Drawings or Plans

TACOMA POWER
COWLITZ PROJECT
Riffe Lake Fishing Trail Rock Fall Mitigation
SPECIFICATION NO. PG23-0168N

These Special and Technical Specifications
have been prepared under the direction of a
licensed Professional Engineer, registered
in the State of Washington

TABLE OF CONTENTS

DIVISION 1 - SPECIAL PROVISIONS

SECTION 01010 - SUMMARY OF WORK

- 1.1 PROJECT DESCRIPTION
- 1.2 PROJECT LOCATION
- 1.3 SITE SHOWING
- 1.4 COMMENCEMENT, PROSECUTION AND COMPLETION
- 1.5 SPECIFICATION FORMAT
- 1.6 CONTRACT WORK TIMES
- 1.7 QUALIFICATION OF CONTRACTORS
- 1.8 SPECIFICATIONS AND DRAWINGS
- 1.9 EVALUATION OF BIDS
- 1.10 WORK BY CITY

SECTION 01025 - MEASUREMENT AND PAYMENT

- 1.1 ADMINISTRATION
- 1.2 PROPOSAL ITEMS
- 1.3 FORCE ACCOUNT WORK
- 1.4 NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS OR WORK
- 1.5 AS-BUILTS

SECTION 01040 - PROJECT COORDINATION

- 1.1 PROJECT ENGINEER/LEAD
- 1.2 MEETINGS
- 1.3 PERMITS
- 1.4 FIELD ENGINEERING
- 1.5 COORDINATION WITH OTHERS
- 1.6 ARCHAEOLOGICAL INVESTIGATION

1.7	CONTRACT CHANGES
1.8	DIFFERING SITE CONDITION
1.9	CONSTRUCTION PROGRESS SCHEDULES
1.10	PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS
1.11	CITY OCCUPANCY
1.12	SUPERINTENDENT
1.13	CLEAN UP
SECTION 01300 - SUBMITTALS AND SHOP DRAWINGS	
1.1	SUBMITTALS REQUIRED/REQUESTED WITH BID
1.2	DOCUMENTS REQUIRED AT PRECONSTRUCTION CONFERENCE
1.3	SUBMITTALS AND SHOP DRAWINGS DURING CONSTRUCTION
1.4	"OR EQUAL" CLAUSE OR SUBSTITUTIONS
SECTION 01400 - QUALITY CONTROL	
1.1	REFERENCE STANDARDS
1.2	INSPECTION, TESTING AND CERTIFICATION
SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS	
1.1	UTILITIES
1.2	JOB SHACK
1.3	SECURITY AND ACCESS
1.4	SAFETY
1.5	PROTECTION OF ADJACENT AREAS DURING CONSTRUCTION
1.6	DUST CONTROL
1.7	POLLUTION CONTROL
SECTION 01600 - MATERIAL AND EQUIPMENT	
1.1	QUALITY OF WORKMANSHIP AND MATERIAL
1.2	SALVAGEABLE AND NONSALVAGEABLE MATERIAL
SECTION 01700 - CONTRACT CLOSEOUT	
1.1	DOCUMENTS REQUIRED UPON COMPLETION OF WORK

DIVISION 1 - SPECIAL PROVISIONS

SECTION 01010 - SUMMARY OF WORK

1.1 PROJECT DESCRIPTION

This project includes the removal of loose and fallen rock for rock fall mitigation to the rock face above the Riffe Lake North Shore Fishing Trail.

The contractor shall supply all materials required to complete the work required by this contract in excess of those materials to be supplied by Tacoma Power as listed in Section 01040 – Project Coordination.

In all cases, the City's contract is with one (1) general contractor and it is the general contractor's responsibility to ensure all work required to provide a complete and operational facility is included in their bid. When possible, the City has attempted to reference work which should be coordinated with various trades, but it is the contractor's responsibility to coordinate and schedule the work of all subcontractors, trades, and suppliers to assure the proper and timely prosecution and completion of all items of work.

Major components of work under this contract include, but are not limited to, the following list:

1.2 PROJECT LOCATION

This project is located at the Mossyrock Dam Right abutment along US Hwy-12 near milepost 90 in Mossyrock, WA 98564, and as shown on Tacoma Power Drawing No. MP575. The project is located in Lewis County, Washington.

1.3 SITE SHOWING

The bidder will be responsible for examining the site and to have compared the site with the specifications and contract drawings contained in this specification, and 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, special work conditions including work schedules, obstacles and contingencies) before the delivery of their proposal.

No allowance will be subsequently made by the City on behalf of the bidder by reason of any error or neglect on the bidder's part, for such uncertainties as aforesaid.

Due to nature of the site, the bidder is responsible for examining the site prior to submitting a bid. The contractor may coordinate a visit to the site on their own by contacting Jason Henry at (253) 502-8381. Failure to examine the site may be grounds to reject the bid. Tacoma Power shall make no adjustment to the price or provide any compensation to the contractor shall draw their own conclusions from such information and make such tests, review and analysis as the contractor deems necessary to understand such conditions and to prepare their proposal.

By entering into the contract, the bidder represents that they have inspected in detail the project site and has become familiar with all the physical and local conditions affecting the project and/or the project site. Any information provided by the City to the contractor, relating to existing conditions on, under, or to the project and/or site including, but not limited to information pertaining to hazardous material abatement and other conditions affecting the project site, represents only the opinion of the City as to the location, character, or quantity of such conditions and is provided only for the convenience of the contractor. The contractor shall draw their own conclusions from such information and make such tests, review and analyses as the contractor deems necessary to understand such conditions and to prepare their proposal.

The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of such information and there is no guarantee, either expressed or implied, that the conditions indicated or otherwise found by the contractor as a result of any examination or exploration are representative of those existing throughout the work and/or project site.

The contractor shall carefully study and compare the contract documents with each other and shall at once report to the City errors, inconsistencies or omissions discovered. If the contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the contract documents without such notice to the City, the contractor shall assume the risk and responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the contractor with the contract documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.

1.4 COMMENCEMENT, PROSECUTION AND COMPLETION

The contractor will be required to complete the contract documents and to provide surety and payment bonds within ten (10) calendar days after the award of the contract. The contractor shall begin the work to be performed in the contract within ten (10) calendar days after the date of notification to commence work. Notification to commence work may either be by letter or, if no letter is issued, by agreement at the preconstruction conference (or if no letter is issued, by the date the contract is executed by the City).

The contractor shall be required to complete all work within **forty-five (45) calendar days** after the date of notification to commence work. If the contractor fails to complete all work within **forty-five (45) calendar days**, the City will assess liquidated damages in accordance with Section 3.14 of the General Provisions.

1.5 SPECIFICATION FORMAT

This specification is written and formatted for use with Public Works specifications and is numbered to be consistent with other specifications, including Construction Specifications Institute (CSI) format, as modified by the City. It is not intended to indicate what work is to be accomplished by various subcontractors on the project. In all cases, the City's contract is with one (1) general contractor and it is the general contractor's responsibility to insure all work required to provide a complete and operational facility is included in their bid.

When possible, the City has tried to reference work which should be included with various trades, but it is the contractor's responsibility to ensure all work is properly coordinated. The numbering system in the Special Provisions Section reflects standard provisions written by the City and assigned constant numbers. Thus, gaps will appear when specific sections are not used.

1.6 CONTRACT WORK TIMES

Contract work times shall be Monday through Friday, 7:00 a.m. to 3:30 p.m., excluding holidays, described in Section 2.13 of the General Provisions or as otherwise approved by the City.

If the contractor elects to work on a Saturday, Sunday, holiday or longer than the designated contract work times, such work shall be considered overtime work. On all such overtime work, a City engineer or their inspector must be present. The contractor shall reimburse the City for the full amount of the costs for City employees who must work any such overtime hours. It shall be the engineer's decision as to when an inspector is required. For the purpose of estimation of reimbursement of City employee's overtime, the bidder shall budget \$50.00 per hour.

However, if the City orders work to be performed on overtime, all City employees' overtime costs will be at no expense to the contractor. The City will not require reimbursement for overtime hours worked by the City for inspection as detailed in the General Provisions if the conditions of this paragraph are met to the satisfaction of the engineer.

1.7 QUALIFICATION OF CONTRACTORS

A. QUALIFIED CONTRACTORS

Only contractors with management, employees, and staff experienced in the type of work required by this specification, and with a record of successful completion of projects of similar scope, complexity, and overall cost will be considered. The bidder must complete the Contractor's Record of Prior Contracts form attached to this specification at the time of submitting their bid. The City will be the sole judge of the bidder's ability to meet the requirements of this paragraph. Bidders past work will be judged in complexity of job, time of completion, organization, and other factors that may indicate the abilities of the contractor.

Submit to the engineer within ten (10) calendar days following execution of the contract documents, a list of all subcontractors, including each subcontractor's address, telephone number, and contact person to be used on this project.

After completion of the project, an evaluation prepared on the form titled "Generation Contractor Performance Review" which is attached will be completed for the general and all subcontractors on this project. This form will be used to determine the adequacy of the work performed on this project including supervisor, quality of work, and adequate manpower and equipment, and the ability for the general or subcontractor to perform work for Tacoma Power in the future.

Any exception taken by any contractor to the comments on the form should be directed to the engineer within thirty (30) days of receipt. Failure to adequately respond to a poor evaluation within this time frame will be cause for rejection of future bids. The completed evaluation form will be shared with the contractor and subcontractors but will be kept confidential by the City.

B. QUALIFIED SUPERINTENDENT

The contractor shall employ a competent superintendent as referenced in Section 01040 – Project Coordination, Paragraph 1.15 – Superintendent.

1.8 SPECIFICATIONS AND DRAWINGS

The following drawings, attached to these specifications, are made a part of the contract:

Drawings for Construction

<u>Drawing No.</u>	<u>Title</u>
MP575	Vicinity Map & Site Plan
MP576	Elevation & Details
MP577	Structural Notes
MP578	T.E.S.C Plan
MP579	Standard Notes

1.9 EVALUATION OF BIDS

The award of this contract will not be based on cost alone as other factors and features are equally important. The contract will be awarded to the lowest responsive and responsible bidder complying with the specifications; provided such bid is reasonable and it is in the best interests of the City to accept.

The City, however, reserves the right to reject any and all bids and to waive any informalities in bids received. The City reserves the right to let the contract to the lowest responsive and responsible bidder whose bid will be most advantageous to the City, price and any other factors considered.

All other elements or factors, whether or not specifically provided for in this contract, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of the contract. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. The conclusive award decision will be based on the best interests of the City.

In addition to General Provisions Section 1.08, the following factors will be used in bid evaluation:

- A. Experience and success of both company and superintendent completing at least three (3) projects of similar scope, complexity and overall cost.
- B. A minimum of five (5) documented years experience in project supervision by superintendent. Bidders shall submit a resume of named superintendent with their bids. See Section 01300 - Submittals and Shop Drawings.
- C. Proposal prices, base bid, and cost of any or all alternates listed.
- D. Review of all required submittals.
- E. Bidder's responsibility based on, but not limited to:
 1. Ability, capacity, organization, technical qualifications and skill to perform the contract or produce the services required.
 2. Contractor's construction record including references, judgment, stability, adequacy of equipment proposed to be furnished.
 3. Whether the contract can be performed within the time specified.
 4. Quality of performance of previous contracts or services

1.10 WORK BY CITY

The City will perform the following work:

- A. Provide necessary field engineering to direct scaling and rock removal program and to locate rock anchors.
- B. Provide all special inspections which require laboratory services.

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

1.1 ADMINISTRATION

A one-time payment will be made for work that is required to be done in forty-five (45) calendar days or less. A onetime payment will be made when the project is accepted as 100-percent complete except as provided for in Section - Surety Bond/Retainage. No partial payment will be made for materials or a portion of the work completed.

A. AUTHORITY

The City inspector or engineer in coordination with the contractor shall make all measurements and determine all quantities and amounts of work done for progress payments under the contract.

The project engineer shall make an estimate of the work completed or done by the contractor, and such estimates will be made by measurement or approximation at the option of the engineer. The engineer's determination of progress payments shall be conclusive. The City will not pay for material not under City control.

In case work is suspended, nearly suspended, or in case only unimportant progress is being made, the engineer may, at their discretion, make progress estimates at longer intervals than once a month.

Modify Section 2.14 of the General Provisions as follows.

Invoices shall be emailed to:

Tacoma Power/Generation
Plant Engineering/Business Services
3628 S. 35th Street
Tacoma, WA 98409

NOTE: All questions regarding contract status or payments should be directed to the project engineer.

B. UNIT QUANTITIES SPECIFIED

Quantities indicated in the proposal are for bidding and contract purposes only. Quantities and measurements supplied or placed in the work and verified by the engineer and contractor determine payment.

Adjustments to contract prices due to changes in quantity shall be in accordance with the latest edition of the Standard Specifications, unless otherwise modified by this specification.

The City reserves the right to delete any bid item from the contract by notifying the contractor in writing of its intent. In the event of deleted work, the contractor's sole compensation shall be the money due the contractor for materials that had been purchased and obtained by the contractor prior to the deletion of the work.

C. CONTRACT PRICE

The lump sum and unit bid prices shall be full and complete compensation for the contract work stated, together with all appurtenances incidental thereto, including materials, equipment, tools, labor, and all the costs to the contractor for completing the contract in accordance with the plans, specifications, and instructions of the engineer.

All work not specifically described or mentioned in these specifications, but are required to be constructed to achieve complete and operable systems, structures or amenities shall be considered incidental items of work, not separately compensable, and its price included in items of work specified in the specifications.

D. NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS

Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable
2. Products determined as unacceptable before or after placement
3. Products not completely unloaded from the transporting vehicle
4. Products placed beyond the lines and levels of the required work
5. Products remaining on hand after completion of the work
6. Loading, hauling and disposing of rejected products

E. WORK INCIDENTAL TO BID ITEMS

The following list indicates work which shall be considered incidental to the appropriate bid item as listed in the proposal:

1. Cleaning and/or clearing of grated drainage area that traverses under the fishing path.

1.2 PROPOSAL ITEMS

1. MOBILIZATION/DEMobilIZATION, PER LUMP SUM

A. MEASUREMENT

Mobilization/Demobilization shall be measured per the lump sum (LS), not to exceed 10-percent of the base bid price.

B. PAYMENT

The lump sum (LS) contract price for Mobilization/Demobilization shall be full compensation for all labor, equipment, and materials to mobilize to the job site, preparation of work areas, demobilization, including clean up and site restoration. Phases of this job may require multiple mobilizations/demobilizations by some trades/subcontractors for grading, compaction, paving and other related site work. Mobilization/demobilization will only be paid once regardless of the number of mobilizations.

70-percent of the bid amount will be paid upon completion of the initial mobilization and job site preparation. The remaining 30-percent will be paid upon completion of all site restoration and clean up.

10-percent of the total contract price will be deducted from any money due to the contractor as progress payments until all mobilization items listed above have been completed as specified. Any such retention of money for failure to complete all such mobilization items as a lump sum item shall be in addition to the retention of any payments due to the contractor as specified in the General Provisions of the contract.

2. POLLUTION AND EROSION CONTROL (PECP) / (TESC)

A. MEASUREMENT

Pollution and Erosion Control Plan (PECP) / (TESC) shall be measured per lump sum (LS).

B. PAYMENT

The lump sum (LS) contract price for pollution and erosion control plan (PECP) / (TESC) shall be full compensation for all labor, equipment, materials, and tools necessary to furnish, install erosion control measures or facilities and maintain thereafter as required in the pollution and erosion control plan (PECP) included in this specification.

3. ROCK SLOPE SCALING AND CLEANING

A. MEASUREMENT

Rock Scaling and Cleaning shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to Scale and Clean rock slope shall be full compensation for all labor, materials, equipment and tools necessary to remove all identified loose or potentially unstable disjointed rocks and other deleterious material on the rock slope by manual or mechanical methods and power washing of the rock slope prior to shotcrete placement. Blasting is not permitted.

4. REMOVAL AND DISPOSAL OF LOOSE ROCK AND DEBRIS

A. MEASUREMENT

Removal and Disposal of Loose Rock and Debris shall be measured per cubic yard (CY). The Engineer or Inspector equitably estimate the number of cubic yards of material in each truck.

B. PAYMENT

The contract price per cubic yard (CY) for Removal and Disposal of Loose Rock and Debris shall be full compensation for all labor, equipment, materials and tools necessary to remove scaled and fallen rocks, rock debris other deleterious material from the fishing path and dispose of in the designated disposal area in responsible, safe and legal manner.

5. FORCE ACCOUNT, PER LUMP SUM

A. MEASUREMENT

Measurement will be made for Force Account in accordance with Section 1-09.6 of the latest edition of the Standard Specifications for Road, Bridge and Municipal Construction of the Washington State Department of Transportation as modified by Force Account Work in the Special Provisions or on negotiated lump sum or unit price change orders added to the contract.

B. PAYMENT

Payment shall be made for change order items added to the contract which shall be treated as a deduct to the force account remaining available.

"Force Account," as listed in the proposal

1.3 FORCE ACCOUNT WORK

This section supersedes Section 3.10, Paragraph C of the General Provisions.

In certain circumstances, the contractor may be required to perform additional work. Where the work to be performed is determined to be extra and not attributed to the contractor's negligence, carelessness, or failure to install permanent controls, it shall be paid in accordance with the unit contract price or by force account.

Such additional work not covered by contract items will be paid for on a force account basis in accordance with Section 1-09.6 of the Standard Specifications or as a negotiated change order with lump sum or unit price items. For the purpose of providing a common proposal for all bidders and for that purpose only, the City has estimated the potential cost of force account work, and has entered the amount in the bid proposal to become a part of the total bid by the contractor. However, there is no guarantee that there will be any force account work.

1.4 NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS OR WORK

Payment will not be made for work rejected by the City. Products or work not meeting contract requirements shall be replaced by the contractor at no expense to the City, regardless of the impact to work, schedule or cost.

1.5 AS-BUILTS

The final payment of this contract will not be released until complete "AS-BUILT" plans are received and approved by the engineer.

END OF SECTION

SECTION 01040 - PROJECT COORDINATION

1.1 PROJECT ENGINEER/LEAD

The project engineer/lead shall be herein referenced as engineer in these specifications.

Construction management for this project with whom the contractor shall coordinate all their activities will be Mr. Jason Henry at 1-253-502-8381 once the notice to commence work is issued. Any changes to these specifications or plans shall be approved by this engineer prior to commencing any work.

Bidder inquiries, regarding technical specifications, may be directed to Jason Henry at 253-502-8381. For general purchasing provisions, contact Ryan Foster, Purchasing, at 253-502-8248 or RFoster1@cityoftacoma.org.

1.2 MEETINGS

A. PRE-BID MEETING

There will not be a pre-bid meeting for this project. The contractor is responsible for assessing site conditions and may request a site visit by contacting Jason Henry at 253-502-8381.

B. PRE-CONSTRUCTION MEETING

Following award of the contract, the engineer will notify the selected bidder of the time and date of the pre-construction meeting to be held at the project location or the Third Floor Engineering Conference Room, Tacoma Public Utilities Administration Building, 3628 South 35th Street, Tacoma, Washington.

Minutes of the pre-construction meeting will be sent to the contractor and all meeting attendees. Recipients of the pre-construction meeting minutes will be required to direct any comments or changes to these minutes to the engineer within seven (7) days from the date of receipt. If no changes or comments are received within the seven (7) days, the meeting minutes will be kept by the engineer and become part of the project file.

C. SITE MEETINGS

The engineer will schedule periodic meetings at the project site prior to each major phase or section of work; prior to installing major pieces of equipment as identified by the engineer; and on an as-needed basis. Attendance is required of the contractor, site superintendent and major subcontractors at all such meetings. The engineer will notify the contractor of all required site meetings during the pre-construction meeting. Agenda will follow the same format as the pre-construction conference for applicable items.

Minutes of the periodic site meeting will be sent to the contractor and all meeting attendees. Recipients of the pre-construction meeting minutes will be required to direct any comments or changes to these minutes to the engineer within seven (7) days from the date of receipt. If no changes or comments are received within the seven (7) days, the meeting minutes will be kept by the engineer and become part of the project file.

1.3 PERMITS

The City has made application to the applicable authorities for the following permits:

- A. Hydraulic Project Approval (HPA)
- B. Section 404 Nationwide Permit (NWP)
- C. Water Quality Protection Plan (WQPP)

The contractor shall apply for, obtain and pay for all other required permits as set forth in Section 3.02 of the General Provisions.

1.4 FIELD ENGINEERING

A. SURVEY REFERENCE POINTS

The contractor shall protect survey control points prior to starting site work and preserve permanent reference points during construction.

Promptly report to the engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

Survey control damaged by the contractor shall be replaced by City forces and paid for by the contractor.

B. ESTABLISHED BY ENGINEER

The engineer shall establish the lines and grades for location of the work items listed in the proposal, together with a suitable number of benchmarks adjacent to the work. Contractor's work shall conform to the horizontal and vertical controls unless deviations are obtained from the engineer.

The contractor shall keep the engineer informed in advance of the times they intend to do work, in order that lines and grades may be furnished. All requests for the survey crew to be at the job site shall require at least four (4) days advance notice to the engineer.

The engineer may adjust or relocate any portion of the project to meet site requirements or to improve the project without additional compensation to the contractor, provided such adjustments do not represent appreciable costs for additional labor and materials as determined by the engineer.

1.5 COORDINATION WITH OTHERS

A. OPERATION OF EXISTING FACILITIES

The facilities or portions of facilities within the project limits must be kept in continuous operation throughout the construction period. No interruption will be permitted which adversely affects the degree of service provided. Provided permission is obtained by the City in advance, portions of the existing facilities may be taken out of service for short periods.

B. SCHEDULE AND COORDINATION OF WORK

The contractor shall coordinate scheduling, submittals, and all work specified herein to assure efficient and orderly sequence of the installation of interdependent construction elements with provisions for accommodating items installed later.

1.6 ARCHAEOLOGICAL INVESTIGATION

Preliminary review indicates there are no cultural resources present. However, if cultural resources are discovered as part of this project, archaeological evaluation will be required.

Due to determination of findings, the contractor may be required to change their method of operation to a method that has less impact on the site and is approved by the archaeologist.

In the event that the construction or excavation activities uncover any archaeological items of significance to the City's retained archaeologist, said person may require that certain work be delayed or temporarily stopped. If the delay or work stoppage exceeds ten (10) days, this will be grounds for the contractor to request additional time to complete the contract. If the delay or work stoppage exceeds thirty (30) calendar days, the City may terminate the contract and reasonably compensate the contractor for work completed plus a cost as agreed by the City to demobilization of the job site.

As an alternative to closing down and terminating the contract, the City may choose to negotiate a mutually acceptable suspension of the work which includes compensation for reasonable costs caused by the temporary stoppage. No claim for additional compensation will be considered unless the delay or stoppage for the certain work exceeds thirty (30) days and the stoppage has caused actual monetary damages to the contractor.

1.7 CONTRACT CHANGES

The City has developed four (4) forms to facilitate and track communications with the contractor. These are the **Request for Information (RFI)**, **Engineering Change Directive (ECD)**, **Proposal Request (PR)**, and **Change Order Proposal (COP)**. These forms are included at the end of the Special Provisions.

The **Request for Information (RFI)** shall be used by the contractor whenever written direction on conflicts in plans, insufficient or unconstructable detail is shown, or any other issue which should be documented arises. The City may also use the form to inquire on contractor's methods, schedule or other issues not warranting more formal letter correspondence. The contractor shall maintain the numbering system and, as such, any issued by the City will be unnumbered until delivered to the contractor.

The **Engineering Change Directive (ECD)** shall be used by the City to transmit new or revised drawings, issue additions or modifications to the contract or furnish any other direction which should be documented. Directives are effective immediately. Should the contractor believe that such Directive should result in either a change in cost or time for the project, they shall notify the engineer prior to commencing such work and, if possible, submit a **Change Order Proposal** prior to the start of such work, but in no case, more than seven (7) days from receipt of said Directive.

In the event the City does not receive a **Change Order Proposal** from the contractor within seven (7) calendar days of the contractor's receipt of a Directive from the City, the contractor shall have no claim for extra cost or time or impacts attributable to the work required by the Directive. (Directives are numbered by the City.) Once the City and the contractor have established a price for the changes required by the Directive or any other request by the City for a change in the work, and a **Change Order Proposal** issues reflecting the agreed upon price, it is agreed and understood that the price reflected by the **Change Order Proposal** shall include all direct costs, indirect costs, and the contractor's estimate of impacts to its work, including but not limited to delay impacts, and shall represent a full and final settlement of all issues pertaining to the work required by the Directive, and work performed by the contractor up to the date of the **Change Order Proposal**.

The **Proposal Request (PR)** shall be used by the City to request pricing on a possible change in plans or additional work. The PR may also be used to request credits for deletion or changes in scope of work. The contractor shall respond to such requests with a **Change Order Proposal** within seven (7) days from receipt of said Request unless more time has been agreed to. Requests are numbered by the City.

The **Change Order Proposal (COP)** shall be used by the contractor to respond to City issued Proposal Requests, Engineering Change Directives or when the contractor believes that changed conditions or omitted, but necessary, work items exist. The COP may be used for requested changes in cost or time of the contract. COPs shall be numbered by the contractor, and, in the case of revision or resubmission of the same basic COP, the number shall be hyphenated with the letter "B", "C", etc.

1.8 DIFFERING SITE CONDITION

Differing site conditions shall be administered in accordance with Sections 1.04.5, 1.04.7, and 1.09.11 of the Standard Specifications except as stipulated in these Special and General Provisions. Contractor shall have no claim for additional costs or work, if it fails to submit a written RFI to the City immediately upon encountering any differing site condition, conflicts in the plans, specifications, or constructability issues.

The contractor shall promptly, and before conditions are disturbed, notify the engineer or their field representative of problems with subsurface conditions at the site, problems or conflicts in the plans or specifications or problems on constructability. A written **Request for Information (RFI)** shall be submitted by the contractor when such problems and direction are required.

The engineer shall promptly investigate the conditions, and if agreed upon with the contractor, adjustment shall be made on the appropriate details in writing to facilitate construction. The response may be on the **RFI** or may necessitate an **Engineering Change Directive (ECD)** or **Proposal Request (PR)**. No claim by the contractor under this differing site condition shall be allowed except as agreed upon in writing with the engineer.

Whenever possible, should the City desire extra work to be performed a **Proposal Request (PR)** shall be sent to the contractor.

Whenever possible, the contractor shall submit in advance and in writing, a **Change Order Proposal (COP)** for changes in the scope of work and/or contract amount. This proposal shall be either accepted or rejected in writing by the project engineer prior to work commencing. When no agreement can be reached, the City may order extra work on force account.

When time is short, the contractor shall notify the City extra work is required or the City shall notify the contractor that extra work is needed and at a minimum, the engineer shall issue a handwritten **Engineering Change Directive**. In such cases, said handwritten **Directive** will not be considered as agreement that such work is extra. Within seven (7) days, the contractor shall submit a written **Change Order Proposal** for changes in the scope of work and/or contract amount.

1.9 CONSTRUCTION PROGRESS SCHEDULES

A. FORMAT

The contractor shall prepare schedules as a horizontal bar chart with separate bar for each major portion of work or operation, identifying the first work day of each week and include holidays and times when facility will not be available to contractor for City installed work.

B. CONTENT

This schedule shall be activity-oriented showing as nearly as can be determined the starting and completion dates of each event. The schedule shall show the materials delivery, structure erection, and installation. It will include the start and completion of each major civil, structural, mechanical, communications and electrical item of work critical to the general contractor's operation.

Show complete sequence of construction, by activity, with dates for beginning and completion of each element of construction.

Identify each task by the appropriate proposal bid item number and subcontractor responsible.

As a minimum, the following tasks shall be included on the schedule:

1. Installation of T.E.S.C. BMP's
2. Fence and concrete pedestal demolition
3. Rock clearing, scaling and disposal
4. Clean-up, removal of BMP's and restoration of site

C. SEQUENCE SCHEDULING

It shall be the contractor's responsibility to properly phase in all work specified herein including all work done by subcontractors.

Progress schedules are required to be coordinated with Tacoma Power and updated monthly or when changes occur. Acceptance or approval of the progress schedule does not release the contractor from the responsibility to provide the necessary resources to meet the schedule.

D. SUBMITTALS

The contractor shall submit initial schedules at the preconstruction meeting or at a minimum of within ten (10) working days after the contract award. After review, if changes are required by the engineer, resubmit required revised data within ten (10) working days.

The contractor shall use the attached Submittal Transmittal form (electronic version is available from the engineer) for all submittals.

Within twenty (20) days of the date of the contract, the contractor and the engineer will reach an agreement on any and all adjustments and all modifications to the submitted schedule which are warranted. The schedule, thus modified, will become part of the contract.

The failure of the contractor to submit a schedule(s), or the inability of the contractor and the City to reach an agreement as to modifications to a schedule, shall not excuse the contractor's obligation to perform the work required by the specifications in the number of days required by the specification.

Once a month, the City's and the contractor's site representatives will meet and perform a "Line-to-Line" review of items on the schedule, illustrating their plan for meeting the completion dates specified in this contract and the associated construction costs for each subcontractor.

1.10 PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS

In addition to Section 3.03 "Notification of Other Governmental Agencies and Utilities When Underground Work is Involved" and Section 3.07 "Protection of Workers and Property" of the General Provisions:

The contractor shall protect from damage the utilities and all other existing improvements not provided for in the proposal or special provisions. The cost of labor, equipment and materials required to protect or replace said items shall be incorporated into the bid for this project. Contractor shall be responsible furnishing and installing measures to protect existing structures and improvements from falling rock and debris during construction activities.

The City has attempted to locate and show on the contract drawings the locations of the existing underground utilities which may conflict with portions of this work, but cannot guarantee the accuracy or the completeness of the data shown.

1.11 CITY OCCUPANCY

The City reserves the right to use or to occupy any substantially completed part of the project, and to use equipment installed under the contract prior to the date of final acceptance. Such use of occupancy shall not constitute acceptance of the work, or any part thereof.

The contractor will schedule the work to accommodate this requirement.

1.12 SUPERINTENDENT

The contractor shall employ a competent superintendent (foreman) who shall be present at the project site at all times during the entire progress of the work, except those times when the contractor is demobilized. The superintendent shall be on site even when only a subcontractor is working, unless otherwise approved by the engineer. The foreman shall be satisfactory to the contractor, and shall have full authority to act on their behalf.

It will be the foreman's responsibility to have a set of plans and specifications on the project site during the progress of the work. The foreman shall mark or record on the plans all changes made during construction. Such redline "AS-BUILT" plans shall be available to the engineer at all times and shall be delivered to the engineer upon completion of the work.

The superintendent initially assigned to the project by the general contractor shall remain superintendent for the duration of the contract. If the superintendent is replaced, all work shall stop until an additional preconstruction meeting with the City is held. This work stoppage will be at the contractor's expense. The completion date shall remain unchanged, regardless of any work stoppage.

NOTE: The final retained portion of this contract shall not be released for any reasons until complete redline "AS-BUILT" plans are received and approved by the engineer. Redline "AS-BUILT" plans shall have all necessary information including make/model numbers, dimensions, and layout information necessary to properly draft changes in AutoCAD.

1.13 CLEAN UP

In addition to Section 3.11 - Cleaning Up of the General Provisions

A. DAILY

The contractor and the City inspector will walk the site daily and as required to determine the clean up and restoration required.

All areas shall be left safe, clean and free of debris.

Surplus excavation, reinforcement material, tools, temporary structures, dirt and rubbish shall be removed and disposed of by the contractor, and the construction site shall be left clean to the satisfaction of the engineer.

Clean up is considered incidental to the project and no payment will be allowed.

Collect waste daily and when containers are full, legally dispose of waste off site.

Clean-up of any area impacted by the construction shall be done weekly or as directed/instructed by the engineer.

B. CONTRACTOR DISPOSAL AREA

The "Contractor Disposal Area" is shown on the T.E.S.C. plan for the contractor to stockpile scaled, removed and fallen rock material. **No refuse or asphalt debris material will be permitted in this area.**

All areas shall be left safe, clean and free of unconsolidated debris.

END OF SECTION



CHANGE ORDER PROPOSAL (COP)

(This form shall be used by the contractor to respond to City issued Proposal Requests, Engineering Change Directives or when the contractor believes that changed conditions or omitted, but necessary, work items exist. The COP may be used for requested changes in cost or time of the contract.)

COP No.:

(Contractor Assigns)

REF. Doc.:

(Initiating a RFI, ECD or PR)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA 98409

Title: _____

☐ Architectural ☐ Civil ☐ Structural ☐ Mechanical ☐ Electrical ☐ Other

Scope of Change:

Initiated By: _____ Representing: _____
(Name) (Company)

Cost/Credit: _____ Time Extension Request: _____

Attachment Type: _____
(Supporting Documentation)

This change order proposal shall include ALL labor, material, equipment, subcontractor costs, mark-ups including overhead, profit, any other direct and/or indirect costs, and any requests for additional time associated with the change in the scope of work.

City's Response:

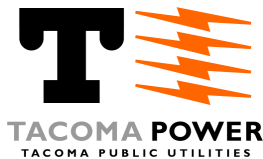
Action: ☐ Approved ☐ Unapproved ☐ Revise and Resubmit (Select only one)

*Prior to any extra work the contractor shall submit a written **Change Order Proposal (COP)**. See Section 01040, Contract Changes, of the specification for this Contract.*

Response By: _____ Attachment Type: _____
(Name) (Supporting Documentation)

Representing: _____ Response Date: _____
(Company) (Date)

Cc:



ENGINEERING CHANGE DIRECTIVE (ECD)

(This form shall be used by the City to transmit new or revised drawings, issue additions or modifications to the contract or furnish any other direction which should be documented.)

ECD No.: (City Assigns)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA 98409

Title: _____

☐ Architectural ☐ Civil ☐ Structural ☐ Mechanical ☐ Electrical ☐ Other

You are hereby directed to make the following modification(s) in the Scope of Work in this Contract:

This document becomes effective upon receipt by the Contractor, with signature of an approved City representative. The Contractor shall then commence with modifications(s) listed above.

Attachment Type: _____
(Supporting Documentation)

Initiated By: _____
(Name)

Representing: _____
(Company)

Contractor's Response:

This ECD: ☐ Will Not ☐ May ☐ Will (select one box only) result in a claim by the Contractor.

*Prior to any extra work the contractor shall submit a written **Change Order Proposal** (COP). See Section 01040, Contract Changes, of the specification for this Contract.*

Attachment Type: _____
(Supporting Documentation)

Response By: _____
(Name)

Response Date: _____
(Date)

Representing: _____
(Company)

Cc:



REQUEST FOR INFORMATION (RFI)

(This form shall be used by the contractor whenever written direction on conflicts in plans, insufficient or unconstructable detail is shown, or any other issue which should be documented arises; or by the City when additional clarification is required.)

RFI No.: (Contractor Assigns)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA 98409

Subject: _____

☐ Architectural ☐ Civil ☐ Structural ☐ Mechanical ☐ Electrical ☐ Other

Requested Information:

Attachment Type: _____ Initiated By: _____
(Supporting Documentation) (Name)

Response Required: _____ Representing: _____
(Date) (Company)

Response:

Attachment Type: _____ Response By: _____
(Supporting Documentation) (Name)

Representing: _____
(Company)

Prior to any extra work the contractor shall submit a written
Change Order Proposal (COP). See Section 01040, Contract
Changes, of the specification for this Contract.

Response Date: _____
(Date)

City Approval:

The owner (Tacoma Power) reviewed the foregoing request and finds the response to be in order.

Project Engineer: _____ Response Date: _____
(Name) (Date)

Cc:



PROPOSAL REQUEST (PR)

(This form shall be used by the City to request pricing on a possible change in plans or additional work. The PR may also be used to request credits for deletion or changes in scope of work.)

PR No.:

(City Assigns)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA 98409

Subject: _____

☐ Architectural ☐ Civil ☐ Structural ☐ Mechanical ☐ Electrical ☐ Other

Scope of Request:

Attachment Type: _____

(Supporting Documentation)

This is not a change order or a notice to proceed with the described work. Prior to any extra work the contractor shall submit a written **Change Order Proposal** (COP). See Section 01040, Contract Changes, of the specification for this Contract.

Initiated By: _____

(Name)

Representing: _____

(Company)

Cc:

CONTRACTOR SUBMITTAL TRANSMITTAL

Submittal No.:

(Contractor Assigns)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA 98409

Subject: _____

☐ Architectural ☐ Civil ☐ Structural ☐ Mechanical ☐ Electrical ☐ Other

Sending the Following Item(s):

☐ Submittals ☐ Product/Data ☐ Samples ☐ Plans ☐ Shop Drawings ☐ Copies
☐ Specifications ☐ Contract ☐ Other: _____

Copies	Section	Description of Product/Data	Manufacturer

Transmitted as:

☐ For Approval ☐ For Your Use ☐ Per Your Request ☐ For Review and Comment
☐ Other: _____

Remarks:

For Use by Architect/Engineer:

☐ No Exception Taken ☐ Make Corrections Noted ☐ Revise and Resubmit ☐ Rejected (See Response)

Corrections or comments made on the shop drawings during this review do not relieve Contractor from compliance with the requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other contractors and agencies performing his work in a safe and satisfactory manner.

Response Date: _____ Response By: _____
(Date) (Name)

SECTION 01300 - SUBMITTALS AND SHOP DRAWINGS

1.1 SUBMITTALS REQUIRED/REQUESTED WITH BID

In addition to the items listed in the Bidders Checklist, the bidders **shall** submit with their bid package the following information. This information will be used for evaluation purposes.

1. Experience and success of both company and superintendent completing at least three (3) projects of similar scope, complexity, and overall cost. A detailed list of comparable projects with a current list of contacts shall be submitted with the bids.
2. A minimum of five (5) documented years of experience in construction and/or supervision by the superintendent. Bidders shall submit a resume of named superintendent with their bids.

1.2 DOCUMENTS REQUIRED AT PRECONSTRUCTION CONFERENCE

- A. Work Hazard Analysis Report as required in Paragraph 3.06(B) of the General Provisions.
- B. Construction Schedule as required in Section 01040 – Project Coordination.
- C. List of Subcontractors, including each subcontractor's address, telephone number, and contact person to be used on this project.
- D. Name of Job Superintendent.
- E. List of Number and Names of Workers, Equipment List, and Working Site Layout or Requirements.
- F. List of Products.
- G. List of Principal Suppliers and Vendors.

1.3 SUBMITTALS AND SHOP DRAWINGS DURING CONSTRUCTION

Submittals and shop drawings submitted to the City as specified herein are intended to show compliance with the contract documents. Signatures, corrections, or comments made on submittals do not relieve the contractor from compliance with requirements of the drawings and specifications. Neither does acceptance or approval of submittals by signature add to or delete from any contract requirements resulting from these specifications regardless of the wording of the submittals. Submittals will not be reviewed or approved when the term "By Others" is used. Submittals are reviewed or approved for general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating their work with that of other contractors and agencies, and performing their work in a safe and satisfactory manner. Piece-mealing of submittals will not be accepted.

B. SCHEDULE OF SUBMITTALS

1. Within ten (10) days of notice to proceed, prepare schedule of submittals for shop drawings, product data, samples, and as specified for each section. Update as requested by engineer.
2. List submittals sequentially by project manual table of contents section numbers and titles.

3. Show submittal preparation time, field measurements and verification time, date submitted to engineer, date due back from engineer, item order dates, and delivery dates.
4. Identify individual delivery, long lead times, and critical ordering deadlines. Include ordering dates for each item including individual parts of major submittals.
5. Indicate specified time allocated for review, turn around and distribution.
6. Within ten (10) days after notice to proceed, and in accordance with the conditions of the contract, submit list of major products proposed for use with name of manufacturer, tradesman, and model number of each product.

1.4 "OR EQUAL" CLAUSE OR SUBSTITUTIONS

A. GENERAL

When the engineer approves a substitution, it is with the understanding that the contractor guarantees the substituted article to be equal to, or better than, the article specified. The engineer will judge the suitability, reliability, and service availability of a proposed substitute. To be considered by the engineer, the request for substitution shall be accompanied with complete physical and technical data, manufacturer's catalogue data, photographs, samples, and the address of the nearest authorized service representative, as applicable.

The decision of the engineer on "OR EQUALS" shall be final.

The requirements of General Provision 2.15 - Approved Equals also apply.

B. PRIOR TO BID OPENING

Substitution approvals will be considered prior to the bid opening if the bidder submits their request for substitution not less than ten (10) working days prior to the date set for bid opening. All substitution requests shall be submitted using the "Substitution Request Form" included in the bid packet and shall be sent to the individual as noted at the top of the form. Substitution requests not received by the named individual will not be evaluated and not allowed as a substitution prior to bidding. Submit all requests and product data in triplicate.

Saturday, Sunday and holidays listed in Paragraph 2.13 of the General Provisions are excluded from the calculation of ten (10) days. An addendum listing such approvals may/will be issued prior to bidding.

Bidders who do not receive prior written approvals of "OR EQUAL" by seven (7) days prior to bid submittal must base their bids on the items specified.

B. AFTER BID OPENING

Proposed substitution and deviation requests shall be reviewed during the time of submittal review.

Substitution and deviation requests will be received and considered only when one or more of following conditions are satisfied:

1. The specified product or method of construction cannot be provided within the contract period and the contractor submittal is submitted within time frame allowed.
2. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
3. The specified product or method of construction cannot be provided in a manner that is compatible with other materials.

4. A substantial advantage is offered to the Owner, in terms of cost, time, or other considerations of merit.
 5. The product as specified includes the statement, "or equal" and one of the above conditions governs
- B. The engineer's decision on all substitution or deviation requests shall be final.

END OF SECTION

SECTION 01400 - QUALITY CONTROL

1.1 REFERENCE STANDARDS

Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest Standard Specification manual, code, or laws or regulations in effect at the time of opening of bids (or on the effective date of the agreement if there were no bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of City, contractor, or engineer, or employees from those set forth in the contract documents.

Any part of the work not specifically covered by these specifications shall be performed in accordance with the applicable section of the latest Edition of the "Standard Specifications for Road, Bridge and Municipal Construction" as prepared by the Washington State Department of Transportation and the Washington State Department of Public Works Association (APWA) as amended by the latest APWA Amendment No. 1 and the latest City of Tacoma Amendment No. 1.

These specifications will herein be referred to as the Standard Specifications.

1.2 INSPECTION, TESTING AND CERTIFICATION

A. INSPECTION

Construction inspection and testing for the City will be performed by Willy Kroll at 253-405-4245 or others as the City may designate and as the construction situation may dictate. The City inspector will be responsible for ensuring that the contractor is complying with the contract plans and specifications.

1. The City will prepare a construction inspection checklist to be presented to the contractor at the preconstruction meeting. The checklist will include all inspections typically required by local, city and county officials as well as other items as deemed important by the engineer.
2. The contractor shall be required to contact the City 24 hours in advance of all of the construction activities listed on the checklist, have the indicated activity inspected, and the City's inspector initial that the work was performed in accordance with the appropriate technical provision.
3. The checklist shall be posted near each structure and be available for review by the City at all times. These inspections shall be in addition to any required inspections by state or local jurisdictions. The City will prepare a suitable checklist for each building to be constructed and present same to the contractor at the preconstruction meeting.
4. Pre-final Inspection: Contractor shall notify the engineer in writing when all work or portions of work are complete and ready for inspection. The engineer will make a "punchlist" and forward the results of same to the contractor who shall promptly correct any deficiencies noted.
5. Final Inspection: Contractor shall notify the engineer in writing when all punchlist deficiencies have been completed. The engineer will promptly set a time for final inspection at which time the engineer and contractor shall jointly inspect the work. The contractor will promptly correct any further deficiencies noted.

B. PERMIT INSPECTIONS

The contractor shall comply with the requirements of all permits. It shall be the contractor's responsibility to contact the permitting authority and schedule all required inspections. The contractor shall notify the Tacoma power inspector of all scheduled inspections.

END OF SECTION

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.1 UTILITIES

A. ELECTRIC SERVICE

Power will not be provided for this project.

B. TELEPHONE SERVICE

The City will not provide telephone service for the contractor. Mobile telephone service is available at the site.

C. WATER

The City will not provide water to the contractor for this project.

D. SANITARY FACILITIES

Public rest rooms are available at the Fishing Trail site. The contractor can use the rest rooms available at the Fishing Trail site.

1.2 JOB SHACK

A. JOB SHACK

The contractor shall supply a job shack where construction plans shall be kept. The shack shall be large enough to keep "**AS-BUILT**" plans and provide access to City inspectors and engineers as required.

The contractor shall keep on the job site a full size copy of the drawings and specifications, and shall at all times give the engineer access thereto.

B. STORAGE AREA

The City will provide an open storage area to the contractor near the Fishing Trail parking. The contractor will restore the storage area to its original condition at the end of the job. The contractor will provide security, as necessary, to safeguard its materials and machinery during construction. This area is available for inspection prior to submittal of bids. This material storage area will be required to be used for storage of all construction material with lead time requirements that is required to be on hand at start of construction. Any modification of the storage area for the convenience of the contractor shall be at the contractor's expense and shall be approved by the engineer.

1.3 SECURITY AND ACCESS

A. GENERAL

This section includes

1. Security program
2. Entry control
3. Restriction and operational control

B. SECURITY PROGRAM

Contractor shall comply with Tacoma Power's security policies and procedures and take adequate precaution to protect Tacoma Power's property and employees.

C. ENTRY CONTROL

1. Procedures for the entry and exit of contractor's personnel and materials shall be determined at the preconstruction meeting.
2. Contractor shall maintain a current list of contractor and subcontractor personnel available for on-site inspection.

D. RESTRICTIONS AND OPERATIONAL CONTROL

1. Access for Materials: Every effort shall be made to deliver materials to the construction area during the hours of 6:00 p.m. to 12:00 p.m. Only one (1) freight elevator is available for contractor use. Elevators other than the freight elevator shall not be used by the contractor for any reason.
2. Contractor Operations: Access shall be restricted to the immediate work area and access route identified to be used during construction. Contractor shall confine personnel to the immediate work vicinity while on site.
3. Emergency Site Access during Construction: Fire lanes must remain open during construction.

1.4 SAFETY

In addition to Paragraph 3.06 "Safety" of the General Provisions, the contractor shall:

The contractor and their subcontractors shall thoroughly review the scope of work of the proposed project. The contractor will be responsible to indicate a work hazard analysis on the form of "Contractor's Work Hazard Analysis Report" attached with the proposal; i.e., any known or potential safety issues or phases of construction that may require specific safety procedures as identified by WISHA or OSHA regulations, and/or prudent construction practices; i.e., shoring, fall protection, scaffolding, hazardous materials, asbestos removal, etc.

This report shall be completed and submitted to the engineer before the preconstruction conference. A copy of this report will be forwarded to the City Safety Officer for review. A copy of this report shall be maintained at the work site (accessible to the supervisor).

The City will review the submitted report and may require the contractor to clarify their safety procedures submitted or detail their procedures for ensuring safe working conditions for other working conditions not listed in the original submitted report; and/or explain how the procedures meet current safety regulations. In no case, may the contractor commence work until the Job Hazard Analysis Report has been reviewed and approved by the engineer.

1.5 PROTECTION OF ADJACENT AREAS DURING CONSTRUCTION

The contractor shall take any measures, including but not limited to the ones listed below, to protect adjacent areas from the affects of construction.

It is the contractor's responsibility to take whatever measures necessary to protect existing facilities during construction. This includes any temporary structures which shall be included in the bid price. Contractor shall be responsible furnishing and installing measures to protect existing structures and improvements from falling rock and debris during construction activities.

1.6 DUST CONTROL

The contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water. Dusty materials in piles or in transit shall be covered when practicable to prevent blowing.

1.7 POLLUTION CONTROL

The contractor shall follow all of the provisions listed in the attached Pollution and Erosion Control Plan (PECP) and corresponding appendices included in the back of this specification and maintain a copy of the plan on site whenever construction is in progress. NOTE: PECP may have minor revisions upon FERC submittal of plan. Revisions are not expected to significantly change the plan as provided in the specification.

The Contractor shall follow all requirements of the Department of Ecology approved Water Quality Protection Plan (WQPP). Should the erosion and sedimentation control measures initially installed prove to be inadequate, the contractor shall immediately install additional facilities as necessary to protect adjacent properties, sensitive areas, natural water sources and/or storm drainage systems.

The contractor shall identify a Pollution Control Inspector who will be on-site, or on-call and readily accessible to the site, at all times while construction activities are occurring that may affect the quality of ground and surface water.

The Pollution Control Inspector shall have the authority to ensure proper implementation of this Plan, and impose additional corrective actions necessary because of changing field conditions. If the Pollution Control Inspector issues an order necessary to implement a portion of this Plan to prevent pollution from reaching the river, all of the contractor's employees, shall immediately comply with that order.

No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substances will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

The contractor shall maintain oil absorption pads on the actual job site whenever any equipment is present to immediately catch and contain any oil and/or fuel leaks.

END OF SECTION

SECTION 01600 - MATERIAL AND EQUIPMENT

1.1 QUALITY OF WORKMANSHIP AND MATERIAL

A. WORKMANSHIP

The contractor shall employ only competent, skillful, and orderly persons to do the work. If, in the engineer's opinion, a person is incompetent, disorderly or otherwise unsatisfactory, the engineer shall notify the contractor, in writing, of same. The contractor shall immediately discharge such personnel from the work and shall not again employ those person(s) on said contract again. Work shall conform to the highest industry standards.

See General Provisions, Paragraph 3.08 - Contractor - Supervision and Character of Employees for additional requirements.

B. MATERIALS

Materials shall be delivered to the project site in the manufacturer's original containers, bundles or packages unopened with the seals unbroken and the labels intact. Each type of material shall be of the same make and quality throughout. Manufactured articles, materials and equipment shall be installed in accordance with each manufacturer's written directions, unless otherwise specified.

All materials and equipment to be provided under this contract shall conform to the latest edition of the applicable codes, but in no case shall be contrary to the laws of the State of Washington and/or Federal Government.

The equipment supplied shall meet appropriate ANSI, OSHA, WISHA, and all Federal, state, and local standards for the type of equipment provided for its intended use.

Deliver, store and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.

1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.
2. Deliver with labels and written instructions for handling, storing, protecting, and installing.
3. Inspect products at time of delivery for compliance with the contract documents and to ensure items are undamaged and properly protected.
4. Store heavy items in a manner that will not endanger supporting construction.
5. Store products subject to damage on platforms or pallets, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required.

1.2 SALVAGEABLE AND NONSALVAGEABLE MATERIAL

Demolition, not indicated for salvage, becomes property of contractor. Removed from site at contractor's expense to a legal waste site obtained by the contractor

Materials deemed to be non-salvageable by the engineer's representative shall be disposed by the contractor to a legal dump site obtain by him. All costs to dispose of non-salvageable materials shall be the contractor's responsibility.

END OF SECTION

SECTION 01700 - CONTRACT CLOSEOUT

1.1 DOCUMENTS REQUIRED UPON COMPLETION OF WORK

A. CLOSE OUT PROCEDURES

The contractor shall notify the engineer in writing when identified tasks are complete and ready for inspection. The engineer will make the inspection, forward the results of same to the contractor, who shall promptly correct any deficiencies noted.

The contractor shall notify the engineer in writing when all punchlist deficiencies have been completed. The engineer will promptly set a time for final inspection, at which time the engineer and the contractor shall jointly inspect the work. The contractor will promptly correct any deficiencies noted.

It is possible that other contractors or the City will be working in the project area during the time of construction. It shall be the responsibility of this contractor to coordinate their work with all other agencies and/or contractors within the project area.

B. FINAL DOCUMENTATION

Upon completion of the work and before final payment is made, the contractor shall deliver to the engineer, in addition to such other items specified in these specifications, the following documents:

1. "AS-BUILT" Drawings

"AS-BUILT" drawings and specifications of new or revised existing work, shown in red ink, provided by the general, mechanical, electrical contractors, and all other subcontractors, including all addendum's, change orders, deviations, changes, elevations, and dimensions of their work from the construction documents, updated monthly during the construction. Monthly payments will not be made until all redlined as-builts are updated.

Two (2) copies of all shop and construction drawings used for the project, the final record drawings ("AS-BUILT" to reflect the actual installation) including one (1) reproducible set of all design drawings and AutoCAD files, if applicable.

NOTE: The final payment for this contract will not be released until "AS-BUILT" drawings are received and approved by the engineer.

2. All Guarantees and/or Agreements

- a. All guarantees, warranties, and/or agreements for such equipment and materials as carry such guarantees.
- b. The contractor shall submit to the City at the completion of the project per the attached a "Roofing Contractor's Warranty" for each structure, guaranteeing the roof for a period of two (2) years. Any defect or leak that occurs during a two (2) year period shall be promptly remedied by the contractor at no expense to the City. Roofing manufacturer shall supply twenty (20) year warrantee.

3. Final Clean Up

- a. Leave the entire site perfectly clean and ready for use.
- b. Removal of all temporary facilities and contractor equipment.
- c. Remove labels that are not permanent.
- d. Clean the site. Sweep paved areas and walkways. Remove stains, spills, and foreign deposits. Rake grounds to a smooth, even textured surface.

All surfaces disturbed shall be restored to a condition equal to that before the work began.

Clean up is considered incidental to the project and no measurement and payment will be allowed.

END OF SECTION

**TECHNICAL PROVISIONS
TABLE OF CONTENTS
DIVISIONS 2 - 10**

DIVISION 2 - SITE WORK

SECTION 02010 - PROTECTION OF ENVIRONMENT

SECTION 02100 - DEMOLITION

SECTION 02999 – GEOTECHNICAL REPORT

DIVISION 2 - SITE WORK

SECTION 02010 - PROTECTION OF ENVIRONMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. This section covers, but is not limited to the following:
 - 1. Conforming to the requirements of permits furnished by others and obtaining other permits required to perform the work.
 - 2. Planning, designing, constructing and maintaining of silt barriers, and stormwater management facilities necessary or required to divert, remove, treat and dispose of water from construction areas in accordance with site Pollution and Erosion Control Plan (PECP) and Temporary Erosion and Sediment Control (TESC) plans.
 - 3. Installing and implementing dust control measures.
 - 4. Handling and disposal of solid wastes.
 - 5. Handling, storage, spill prevention and clean-up of oil and hazardous waste substances.
- B. The contractor shall perform all work necessary to comply with the requirements of permits furnished by others and contractor-furnished permits governing this work.
- C. All work required in this section, including all erosion and sediment control facilities, shall be installed prior to any ground disturbing activity requiring the use of the facilities.
- D. Related work specified elsewhere in this specification may include demolition, earth work, painting, excavation, road work, dredging, land clearing, roofing repair, bridge repair, in-water work, and construction. The contractor must incorporate the requirements of this section for all related sections.

1.2 PERMITS

A. CONTRACTOR-FURNISHED PERMITS

- 1. The contractor shall be responsible for identifying, obtaining and complying with all permits and inspections required for construction activities, including necessary plumbing, electrical or other permits required for permanent construction.
- 2. The contractor shall obtain separate permits or revisions of permits for any activities not covered under permits furnished by the City.
- 4. The contractor shall obtain permits or permission from owners of private roads, if used by the contractor.

PART 2 PRODUCTS

The contractor is responsible for the selection and adequacy of all materials and equipment used for diversion, dewatering and water quality control systems, except as specified otherwise.

PART 3 EXECUTION

3.1 SURFACE DRAINAGE

To the maximum extent possible, intercept and divert all drainage away from the work, and reservoir by the use of channelization, sumps or other approved means.

Section 02010

Specification Number PG23-0168N

Stormwater and site drainage will be managed to limit impacts from run-off and to comply with site Pollution and Erosion Control Plan (PECP) and Temporary Erosion and Sediment Control (TESC) plans.

3.2 DRAINAGE OF EXCAVATED AREAS

Provide and maintain ditches of adequate size to collect rainfall and groundwater seepage which may enter the excavations. Divert the water into sumps, so that it can be drained or pumped out of the excavations, as approved.

3.3 CONTRACTOR'S WASTEWATER

All water which has been polluted by materials such as sediment, oil, grease, cement and concrete, paints or chemicals used by the contractor's operation shall be disposed of in an approved manner and in accordance with all applicable permits and local, state, and federal regulations.

3.4 POLLUTION CONTROL

The contractor shall follow all the provisions listed in the attached Pollution and Erosion Control Plan (PECP) and corresponding appendices included in the back of this specification and maintain a copy of the plan on site whenever construction is in progress. NOTE: PECP may have minor revisions upon FERC submittal of plan. Revisions are not expected to significantly change the plan as provided in the specification.

The Contractor shall follow all requirements of the Department of Ecology approved Water Quality Protection Plan (WQPP) if one has been obtained. Should the erosion and sedimentation control measures initially installed prove to be inadequate, the contractor shall immediately install additional facilities as necessary to protect adjacent properties, sensitive areas, natural water sources and/or storm drainage systems.

The contractor shall identify a Pollution Control Inspector who will be on-site, or on-call and readily accessible to the site, at all times while construction activities are occurring that may affect the quality of ground and surface water.

The Pollution Control Inspector shall have the authority to ensure proper implementation of this Plan and impose additional corrective actions necessary because of changing field conditions. If the Pollution Control Inspector issues an order necessary to implement a portion of this Plan to prevent pollution from reaching the river, all of the contractor's employees, shall immediately comply with that order.

No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substances will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

The contractor shall maintain oil absorption pads on the actual job site whenever any equipment is present to immediately catch and contain any oil and/or fuel leaks.

3.6 REMOVAL OF TEMPORARY FACILITIES

Upon completion of all work, or when required, remove all temporary facilities constructed for dewatering and control of sediment and water.

END OF SECTION

SECTION 02100 - DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Removal of existing site features, including asphalt paving, concrete, drainage features, foundations, and any above and below ground structures identified in this proposal.
- B. Disposal of materials not designated for salvage
- C. Transitions and adjustments between new and existing work
- D. Repair of damaged surfaces and finishes

1.2 REGULATORY REQUIREMENTS

- A. Comply with City of Tacoma codes, ordinances, and other applicable regulatory requirements
- B. Obtain permits required by authorities for dust control and disposal of debris
- C. Maintain building egress, fire and life safety systems

1.3 PROJECT CONDITIONS

Conduct work to minimize interference with City occupied areas and adjacent areas and to prevent damage to existing finishes, construction, and systems to remain

PART 2 PRODUCTS

2.1 SALVAGE

Demolition, not indicated for salvage, becomes property of contractor. Removed from site at contractor's expense

PART 3 EXECUTION

The contractor shall remove all material indicated for removal on the drawings

Except for any items specifically identified, all removed materials from this project will be the property of the contractor.

3.1 PREPARATION FOR DEMOLITION

- A. Reduce spread of dust, odors, and noise into City occupied areas to lowest practical levels.
- B. Install barriers, shoring, and padding to protect existing structure, finishes, materials, utilities, and systems not to be demolished.
- C. Provide temporary signage as applicable for life safety, including exits, directional paths, and signs warning of dangerous conditions

3.2 DEMOLITION

- A. Demolish in an orderly and careful manner so as to protect existing work to remain.
- B. Any slurry generated from construction activities shall be collected by a we-vacuum.
- C. Remove demolition materials as work progresses. Upon completion, leave areas in clean condition.

3.3 DAMAGED WORK

Repair any portion of work damaged during demolition. Replace entirely where repair is not practical or satisfactory to meet original condition of work

3.5 PROTECTION

- A. Protect existing construction to remain, including systems, finishes, and equipment from damage during construction
- B. Erect temporary enclosures and barriers as necessary. Seal off work areas from adjacent occupied areas to protect from dust, noise and entry of unauthorized persons.

3.8 REPAIR OF DAMAGED SURFACES

- A. Patch or repair portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- B. Repair substrate prior to patching finish

3.9 FINISHES

- A. Final finishes of finished surfaces shall be as specified under individual sections

END OF SECTION

SECTION 02999 – GEOTECHNICAL REPORT

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract including general and supplementary conditions and other Division 1 specification sections apply to this section.
- B. Structural general notes on structural drawings.

1.2 SUMMARY

The attached information is provided to the contractor for informational purposes. The design team has prepared documents based on the findings of the Geotechnical Engineer bound herein. Contractor shall proceed with construction based on information shown in the drawings and specifications. In the event that the contractor discovers conflicts between the design and the recommendations contained within the report that could have negative consequences, he shall immediately notify the engineer of the conflict so that a review and determination can be made by the design team.

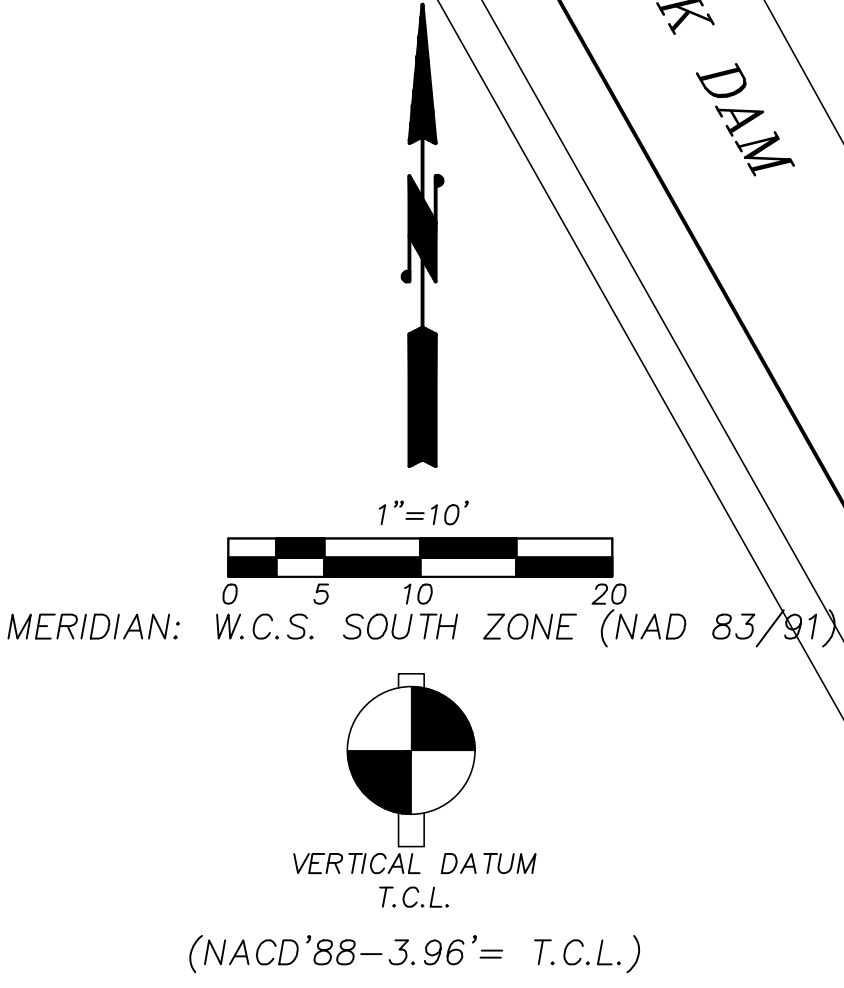
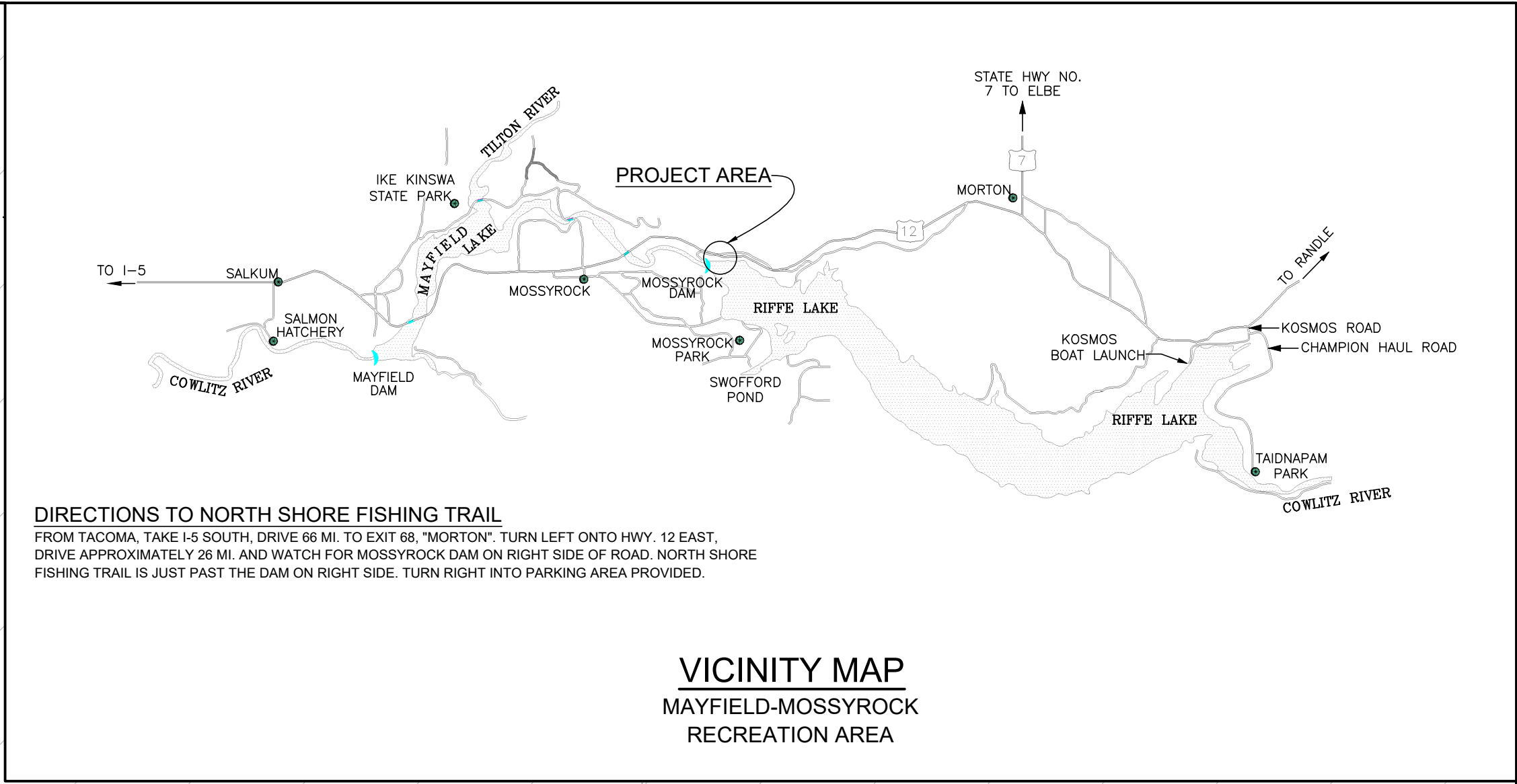
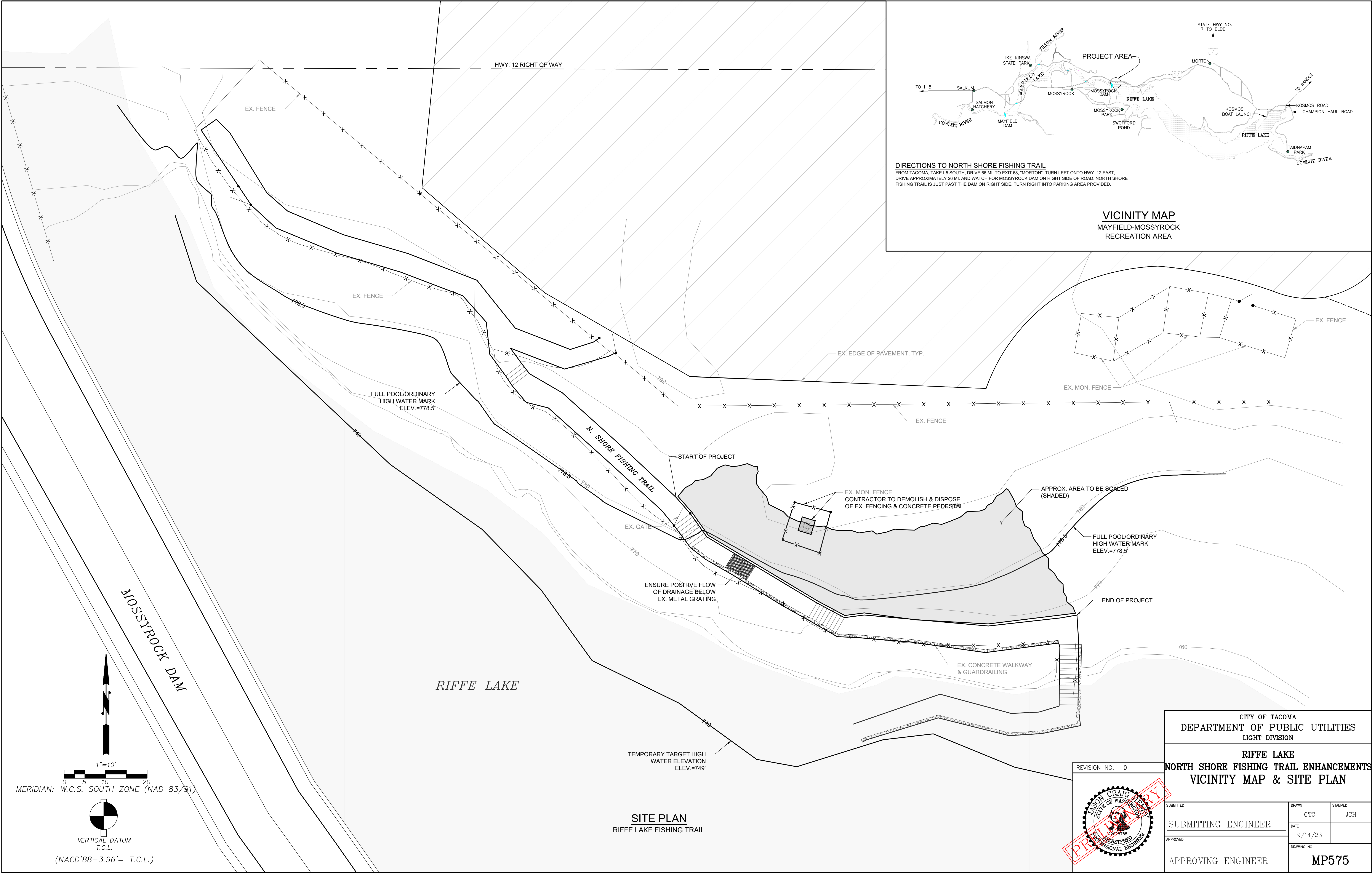
PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION



SITE PLAN
RIFFE LAKE FISHING TRAIL

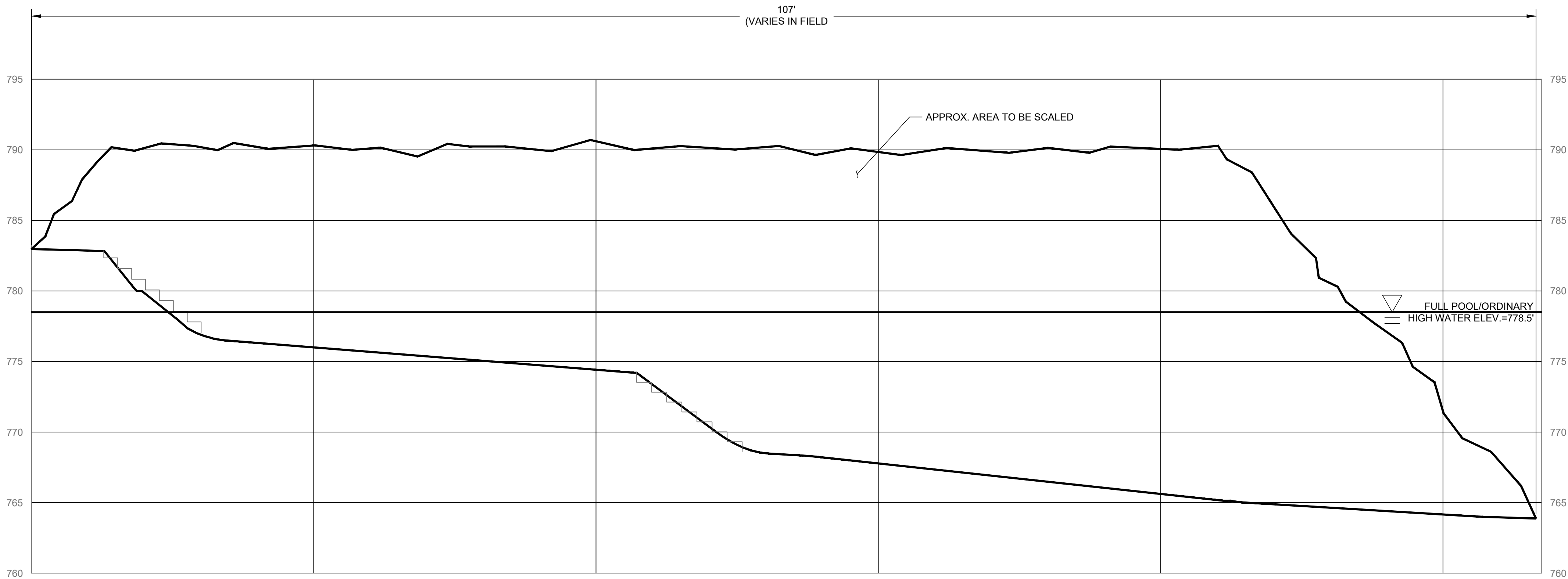
CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES LIGHT DIVISION			
RIFFE LAKE NORTH SHORE FISHING TRAIL ENHANCEMENTS VICINITY MAP & SITE PLAN			
REVISION NO. 0		SUBMITTED	
SUBMITTING ENGINEER		DATE	9/14/23
APPROVING ENGINEER		DRAWING NO.	MP575

JASON CRAIG HENRY
STATE OF WASHINGTON
REGISTERED PROFESSIONAL ENGINEER
20058785

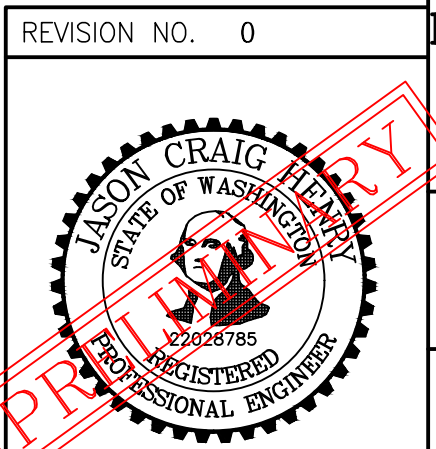
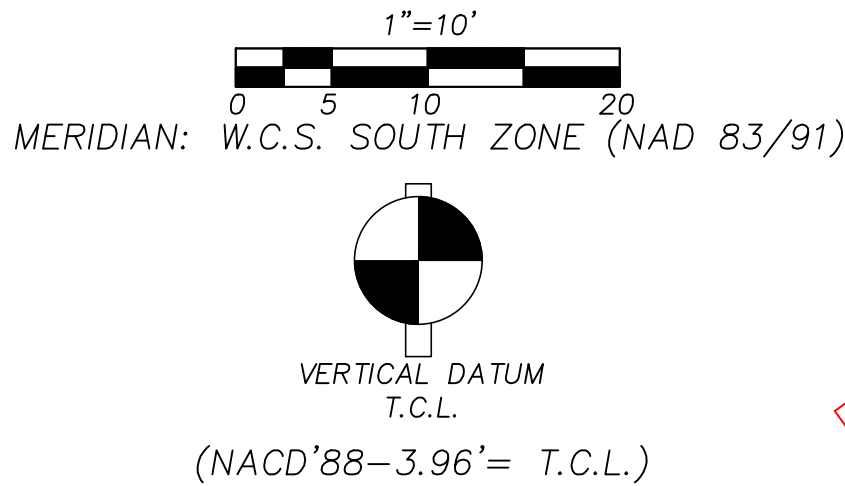
PREPARED BY

DRAWN	GTC	STAMPED	JCH
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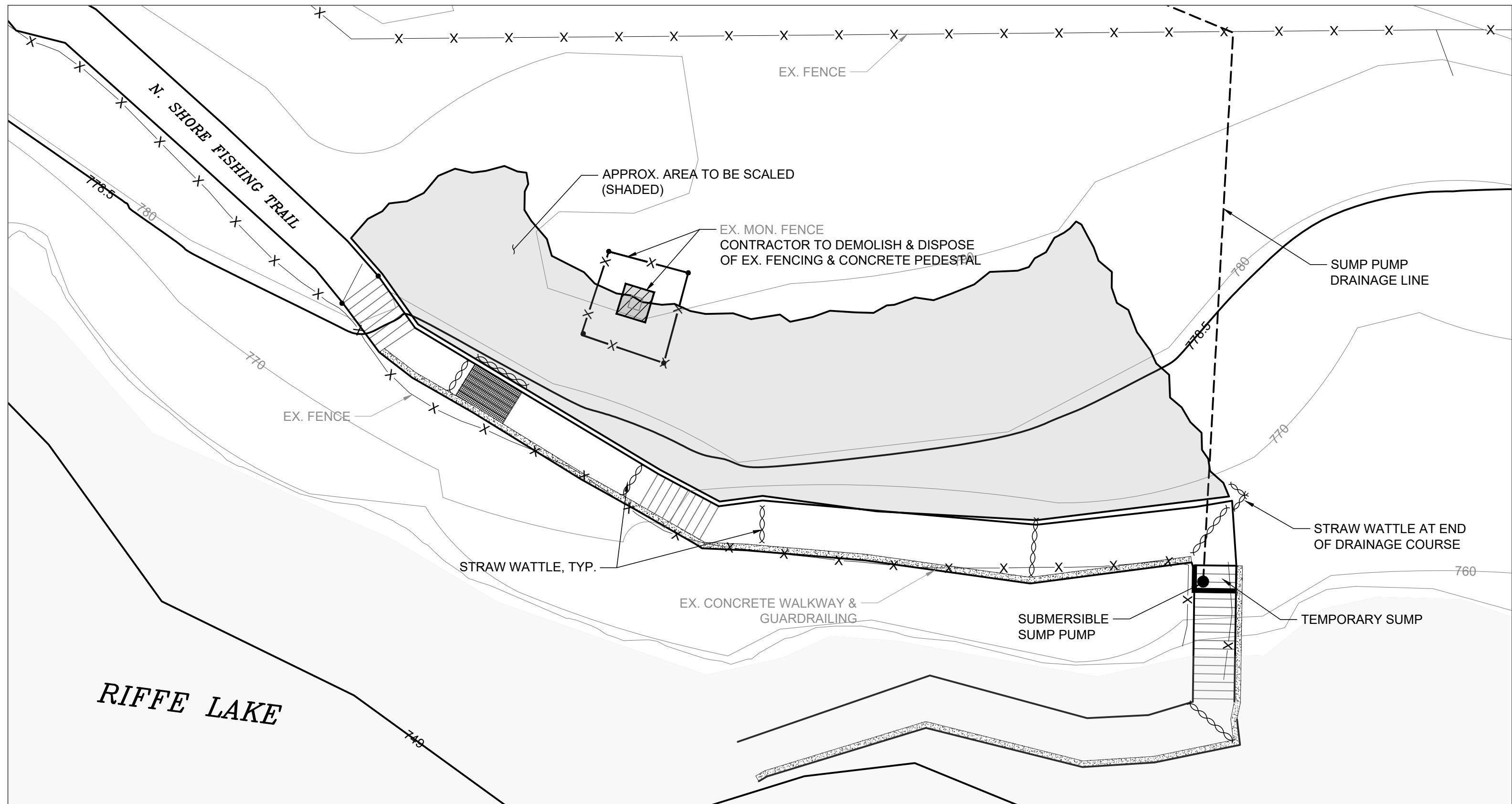
- GENERAL NOTES:**
- STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH SPECIFICATIONS FOR BIDDING AND CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, QUANTITIES AND CONDITIONS FOR COMPATIBILITY BEFORE PROCEEDING. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SLOPE STABILITY AND TEMPORARY SHORING AS NECESSARY UNTIL PERMANENT STABILITY IS ESTABLISHED.
 - CONTRACTOR INITIATED CHANGES SHALL BE SUBMITTED IN WRITING TO THE ENGINEER FOR APPROVAL PRIOR TO FABRICATION OR CONSTRUCTION.
 - DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED BUT ARE OF A SIMILAR CHARACTER TO DETAILS SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED, SUBJECT TO REVIEW AND APPROVAL BY THE ENGINEER.
- PROCEDURE/CONSTRUCTION SEQUENCING:**
- CONTRACTOR SHALL NOTIFY THE CITY TO COORDINATE A PRECONSTRUCTION MEETING PRIOR TO ANY SITE WORK.
 - CONTRACTOR SHALL REMOVE ANY DELETERIOUS OR LOOSE MATERIAL FROM THE ROCK SLOPE.
 - CONTRACTOR SHALL REMOVE AND DISPOSE OF ANY ROCK DEBRIS ON FISHING PATH LEAVING FISHING TRAIL AND CONSTRUCTION SITE IN CLEAN AND ORDERLY CONDITION.



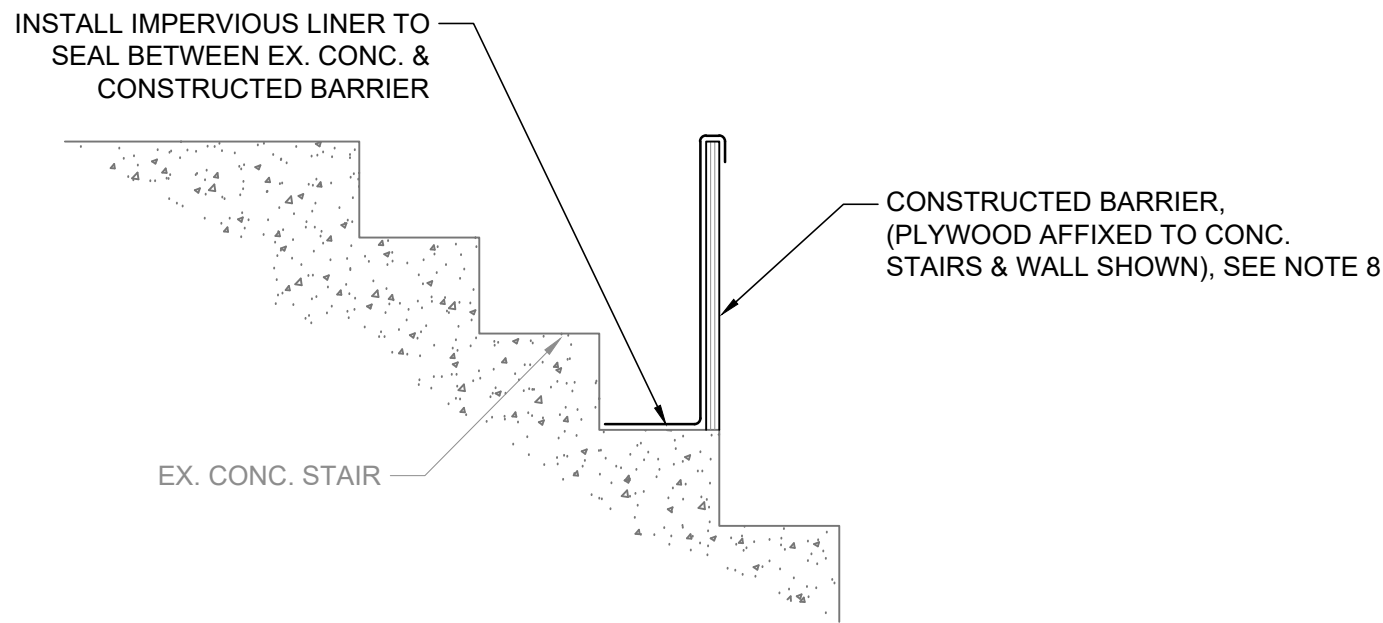
SCALED AREA- ELEVATION
PROFILE SCALE
HORIZONTAL: 1" = 5'
VERTICAL: 1" = 5'



NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECKED	STAMPED
CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES LIGHT DIVISION					
RIFFE LAKE NORTH SHORE FISHING TRAIL ENHANCEMENTS ELEVATION & NOTES					
SUBMITTED		DRAWN		STAMPED	
SUBMITTING ENGINEER		GTC		JCH	
APPROVED		DATE			
APPROVING ENGINEER		9/14/23			
		DRAWING NO.		MP576	



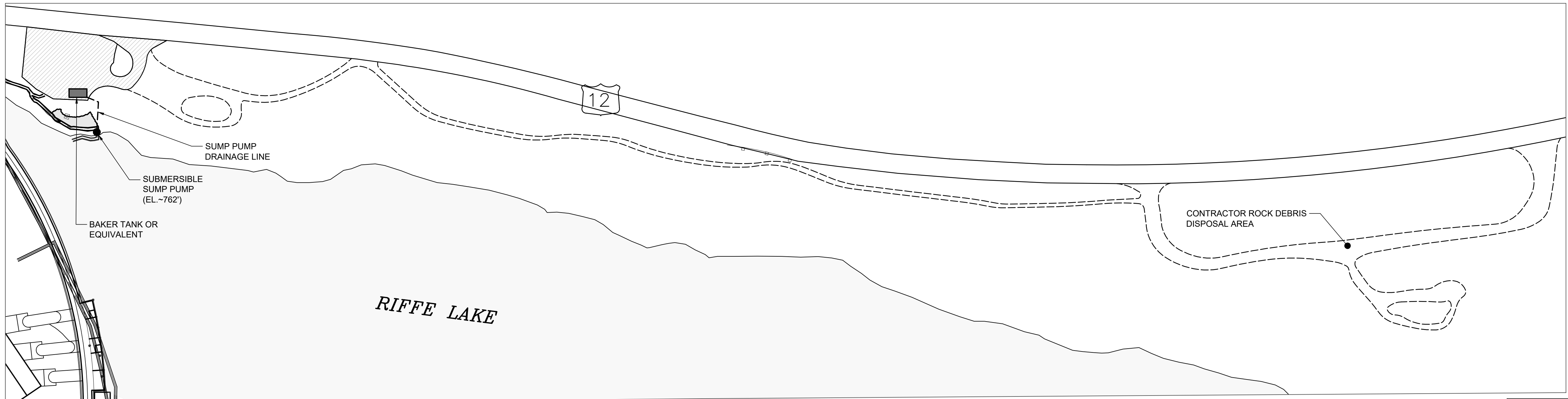
T.E.S.C. PLAN
SCALE: 1" = 10'



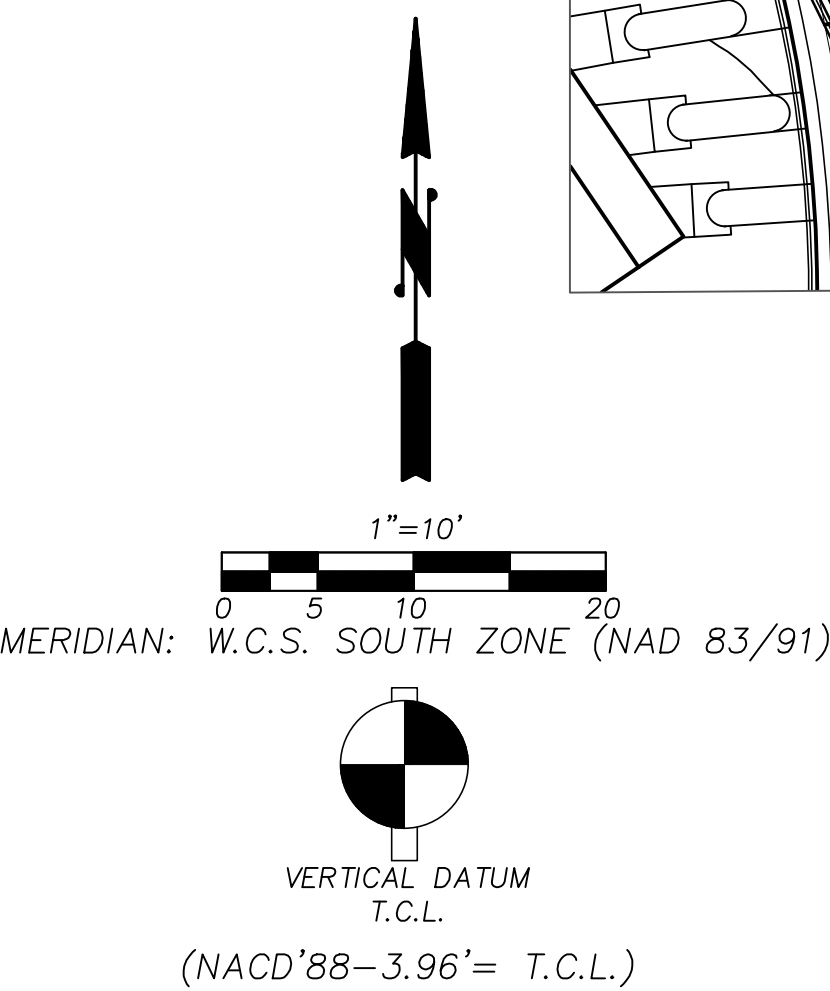
1 TEMPORARY SUMP DETAIL
NOT TO SCALE

- EROSION CONTROL NOTES:**
1. EROSION AND SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE BEGINNING OF ANY CONSTRUCTION ACTIVITIES. AN INSPECTION MUST BE MADE AFTER INSTALLATION OF EROSION CONTROL FACILITIES.
 2. CONTRACTOR TO PROTECT EXISTING UTILITIES AND STRUCTURES.
 3. IMPLEMENTATION OF THESE EROSION CONTROL FACILITIES, CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF EROSION CONTROL MEASURES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED.
 4. THE EROSION CONTROL FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND SCALING ACTIVITIES, AND IN SUCH A MANNER AS TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT ENTER THE RESERVOIR OR VIOLATE APPLICABLE WATER STANDARDS.
 5. THE EROSION CONTROL FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT LEAVE THE SITE.
 6. THE EROSION CONTROL FACILITIES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING.
 7. ADDITIONAL MEASURES MAY BE REQUIRED TO ENSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.
 8. CONTRACTOR MAY PROPOSE ALTERNATIVE METHOD FOR CONSTRUCTING SUMP AND/OR SUMP BARRIER. ALTERNATIVE METHODS MUST BE APPROVED BY THE ENGINEER OR CITY INSPECTOR.

- T.E.S.C. SEQUENCE/PHASING:**
THE STANDARD CONSTRUCTION SEQUENCE IS AS FOLLOWS:
1. MARK ALL CLEARING/SCALING LIMITS
 2. INSTALL INITIAL EROSION CONTROL, L PRACTICES (STRAW WATTLES, SUMP, ETC.)
 3. CONTACT ENGINEER OR INSPECTOR TO INSPECT INITIAL EROSION CONTROL PRACTICES.
 4. CLEAR AND SCALE SITE AS OUTLINED IN PLANS WHILE IMPLEMENTING AND MAINTAINING TEMPORARY EROSION & SEDIMENT CONTROL (T.E.S.C.) PRACTICES.
 5. REMOVE TEMPORARY EROSION CONTROL METHODS AS PERMITTED BY ENGINEER AND REPAIR PERMANENT EROSION PROTECTION AS NECESSARY.
 6. MONITOR AND MAINTAIN PERMANENT EROSION PROTECTION UNTIL FULLY ESTABLISHED.



CONTRACTOR DISPOSAL PLAN
SCALE: 1" = 125'



CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES LIGHT DIVISION			
RIFFE LAKE NORTH SHORE FISHING TRAIL ENHANCEMENTS T.E.S.C. PLAN			
REVISION NO. 0			
SUBMITTING ENGINEER		DATE	9/14/23
APPROVING ENGINEER		DRAWING NO.	MP577

STANDARD EROSION CONTROL NOTES:

GENERAL NOTES:

- ON-SITE EROSION CONTROL MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY PROBLEMS OCCURRING BEFORE FINAL ACCEPTANCE OF THE STORM SYSTEM BY TACOMA POWER SHALL BE CORRECTED BY THE CONTRACTOR.
- IN CASE EROSION OR SEDIMENTATION OCCURS TO ADJACENT PROPERTY, ALL CONSTRUCTION WORK WITHIN THE DEVELOPMENT THAT WILL AGGRAVATE THE SITUATION MUST CEASE AND THE CONTRACTOR SHALL IMMEDIATELY COMMENCE RESTORATION OR MITIGATION MEASURES. RESTORATION ACTIVITY SHALL CONTINUE UNTIL SUCH TIME AS THE PROBLEM IS RECTIFIED.
- ALL EROSION AND SEDIMENTATION CONTROL DEVICES SHOWN ON THE DRAWING SHALL BE INSTALLED PRIOR TO OR AS THE FIRST STAGE OF SITE OF SITE PREPARATION.
- SHOULD THE TEMPORARY EROSION CONTROL AND SEDIMENTATION CONTROL MEASURES AS SHOWN ON THIS DRAWING NOT PROVE ADEQUATE TO CONTROL EROSION AND SEDIMENTATION, THE APPLICANT/CONTRACTOR SHALL INSTALL ADDITIONAL FACILITIES AS NECESSARY TO PROTECT ADJACENT PROPERTIES, SENSITIVE AREAS, NATURAL WATER COURSES, AND/OR STORM DRAINAGE SYSTEMS.
- IN ANY AREA WHICH HAS BEEN STRIPPED OF VEGETATION OR EXPERIENCED LAND DISTURBING ACTIVITIES AND WHERE NO FURTHER WORK IS ANTICIPATED FOR A PERIOD EXCEEDING THE LISTED CRITERIA, ALL DISTURBED AREAS MUST BE IMMEDIATELY STABILIZED WITH MULCHING, GRASS PLANTING, OR OTHER APPROVED EROSION CONTROL TREATMENT APPLICABLE TO THE TIME OF YEAR IN QUESTION. GRASS SEEDING ALONE WILL BE ACCEPTABLE ONLY THROUGH THE MONTHS OF APRIL THROUGH SEPTEMBER. INCLUSIVE. SEEDING MAY PROCEED, HOWEVER, WHENEVER IT IS IN THE INTEREST OF THE APPLICANT/CONTRACTOR, BUT MUST BR AUGMENTED WITH MULCHING, NETTING, OR OTHER TREATMENT.
- TACOMA POWER WILL LOCATE THE CLEARING LIMITS AND ESTABLISHING THOSE BOUNDARIES WITH BRIGHT COLORED FLAGGING. THE CONTRACTOR SHALL CLEAR TO THE LIMITS AS ESTABLISHED ON THIS PLAN AND AS FLAGGED IN THE FIELD. TREES TO REMAIN STANDING WILL BE FLAGGED BY TACOMA POWER.
- TACOMA POWER SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF ALL CLEARING AND GRADING WORK AND EROSION AND SEDIMENTATION CONTROL FACILITIES. THE CONTRACTOR SHALL NOTIFY TACOMA POWER FORTY-EIGHT HOURS IN ADVANCE OF EACH REQUIRED EROSION AND SEDIMENT CONTROL INSPECTION.

INSPECTION NO. 1 - INSTALLATION OF EROSION CONTROL FACILITIES PRIOR TO CLEARING

INSPECTION NO. 2 - COMPLETION OF CLEARING

INSPECTION NO. 3 - UPON COMPLETION OF EXCAVATION, FILLING, AND EARTHWORK

INSPECTION NO. 4 - COMPLETION OF PROJECT

INSPECTION NO. 5 - AS NEEDED TO DETERMINE COMPLIANCE WITH APPROVED PLANS AND/OR SPECIFICATIONS (DOES NOT REQUIRE ADVANCE NOTICE)
- ALL WORK ASSOCIATED WITH STABILIZING THE DISTURBED AREAS SHALL BE IN ACCORDANCE WITH THE PIERCE COUNTY STORMWATER MANAGEMENT MANUAL..
- ALL NECESSARY FACILITIES SHALL BE MAINTAINED ON SITE TO PREVENT DEBRIS, DUST, AND MUD FROM ACCUMULATING ON THE PUBLIC RIGHT-OF-WAY, IF APPLICABLE.

SILT FENCES:

- FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO THE LENGTH OF THE BARRIER TO AVOID USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6-INCH OVERLAP, AND SECURELY FASTENED AT BOTH ENDS TO POSTS.
- POSTS SHALL BE SPACED A MAXIMUM OF 6-FEET APART AND DRIVEN SECURELY INTO THE GROUND (MINIMUM OF 30-INCHES).
- A TRENCH SHALL BE EXCAVATED APPROXIMATELY 8-INCH WIDE AND 12-INCH DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER. THIS TRENCH SHALL BE BACKFILLED WITH WASHED GRAVEL.
- WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY-DUTY WIRE STAPLES AT LEAST 1-INCH LONG. TIE WIRES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 4-INCHES AND SHALL NOT EXTEND MORE THAN 24-INCHES ABOVE THE GROUND SURFACE.
- THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 20 INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 24-INCHES ABOVE THE ORIGINAL GROUND SURFACE. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.
- WHEN EXTRA-STRENGTH FILTER FABRIC AND CLOSER POST SPACING IS USED, THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED. IN SUCH A CASE, THE FILTER FABRIC IS STAPLED OR WIRED DIRECTLY TO THE POSTS WITH ALL OTHER PROVISIONS OF ABOVE NOTES APPLYING.
- FILTER FABRIC FENCES SHALL NOT BE REMOVED BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.
- FILTER FABRIC FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
- SILT FENCES WILL BE INSTALLED PARALLEL TO ANY SLOPE CONTOURS.
- CONTRIBUTING LENGTH TO FENCE WILL NOT BE GREATER THAN 100 FEET.
- DO NOT INSTALL BELOW AN OUTLET PIPE OR WEIR.
- INSTALL DOWNSLOPE OF EXPOSED AREAS.
- DO NOT DRIVE OVER OR FILL OVER SILT FENCES.

EROSION CONTROL BLANKETS:

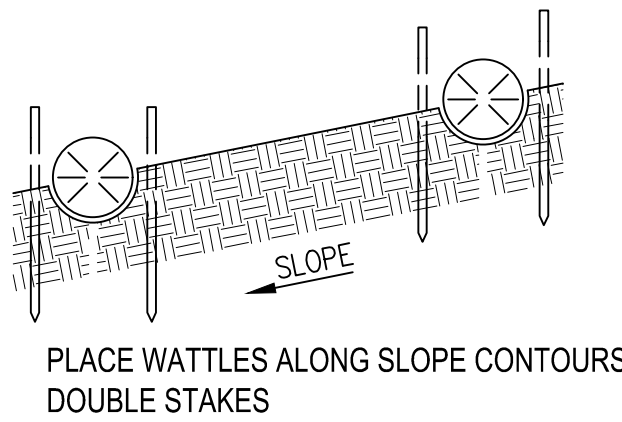
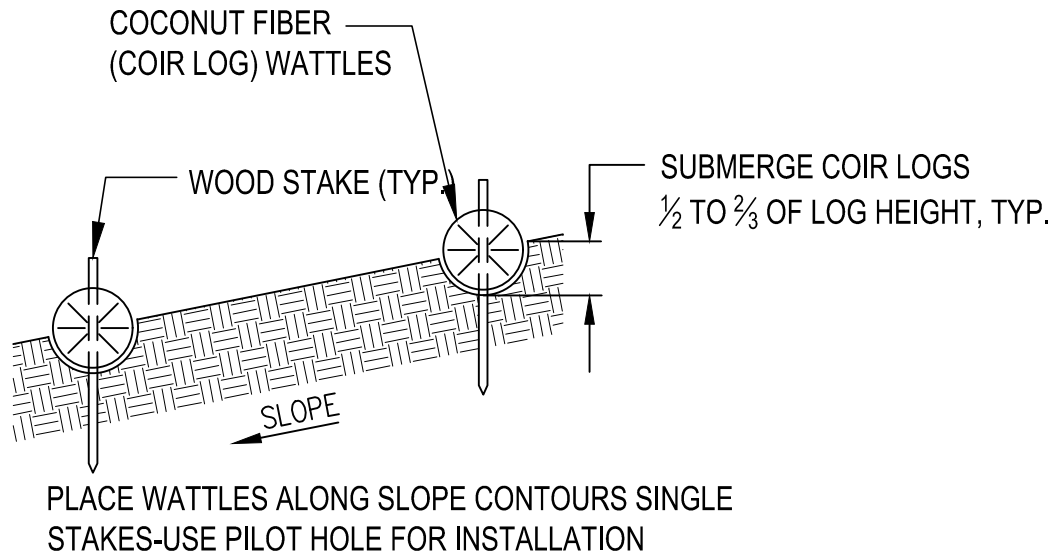
- WHERE SOIL IS HIGHLY ERODIBLE, NET SHALL ONLY BE USED IN CONJUNCTION WITH ANY ORGANIC MULCH SUCH AS STRAW AND WOOD FIBER.
- JUTE NET SHALL BE HEAVY, UNIFORM CLOTH WOVEN OF SINGLE JUTE YARN, WHICH IF 36 TO 48-INCHES WIDE SHALL WEIGH AN AVERAGE OF 1.2-LBS. PER LINEAR YARD. IT MUST BE SO APPLIED THAT IT IS IN COMPLETE CONTACT WITH THE SOIL.
- NETTING SHALL BE SECURELY ANCHORED TO THE SOIL WITH NO. 11-GAUGE WIRE STAPLES AT LEAST 6-INCHES LONG.

STRAW WATTLES:

- INSTALL WATTLES PERPENDICULAR TO THE FLOW DIRECTION AND PARALLEL TO THE SLOPE DIRECTION OR CONTOUR.
- INSTALL THE WATTLES SNUGLY INTO THE TRENCHES AND ABUT TIGHTLY END TO END. DO NOT OVERLAP THE ENDS.
- INSTALL STAKES AT EACH END OF THE WATTLE AND AT 4 FOOT CENTERS ALONG ENTIRE LENGTH OF WATTLE.
- IF REQUIRED, INSTALL PILOT HOLES FOR THE STAKES USING STRAIGHT BAR TO DRIVE HOLES THROUGH THE WATTLE AND INTO THE SOIL. WOODEN STAKES SHOULD BE APPROXIMATELY 0.75 x 0.75 x 24 INCHES MIN. WILLOW CUTTINGS OR #3 REBAR CAN ALSO BE USED FOR STAKES. NOTE THAT REBAR MUST BE REMOVED AT THE END OF THE PROJECT IF USED, WHILE OTHER FASTENERS MAY BE PERMITTED REMAIN IF ALL PARTS OF THE WATTLES ARE BIODEGRADABLE AND SHOWN IN PLANS FOR PERMANENT EROSION CONTROL.
- STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE, LEAVING 2 TO 3 INCHES OF THE STAKE PROTRUDING ABOVE THE WATTLE.
- NARROW TRENCHES SHOULD BE DUG ACROSS THE SLOPE ON CONTOUR TO A DEPTH OF 3 TO 5 INCHES ON CLAY SOILS AND SOILS WITH GRADUAL SLOPES. ON LOOSE SOILS, STEEP SLOPES AND AREAS WITH HIGH RAINFALL, THE TRENCHES SHOULD BE DUG TO A DEPTH OF 5 TO 7 INCHES OR ONE-HALF TO TWO-THIRDS THE THICKNESS OF THE WATTLE.
- FOLLOWING A SIGNIFICANT RAIN EVENT, REPAIR ANY AREAS WHERE WATTLES ARE NOT TIGHTLY ABUTTED OR WATER HAS SCOURED BENEATH THE WATTLES. ENSURE WATTLES ARE IN CONTACT WITH SOIL AND THOROUGHLY ENTRENCHED, ESPECIALLY ON STEEP SANDY SOILS.

TOPSOIL STOCKPILES:

- STOCKPILES SHALL BE STABILIZED (WITH PLASTIC COVERING OR OTHER APPROVED DEVICE) DAILY BETWEEN NOVEMBER 1, AND MARCH 31.
- IN ANY SEASON, SEDIMENT LEACHING FROM STOCK PILES MUST BE PREVENTED.
- TOPSOIL SHALL NOT BE PLACED WHILE IN A FROZEN OR MUDDY CONDITION, WHEN THE SUBGRADE IS EXCESSIVELY WET, OR WHEN CONDITIONS EXIST THAT MAY OTHERWISE BE DETRIMENTAL TO PROPER GRADING OR PROPOSED SODDING OR SEEDING.
- PREVIOUSLY ESTABLISHED GRADES ON THE AREAS TO BE TOPSOILED SHALL BE MAINTAINED ACCORDING TO THE APPROVED PLAN.



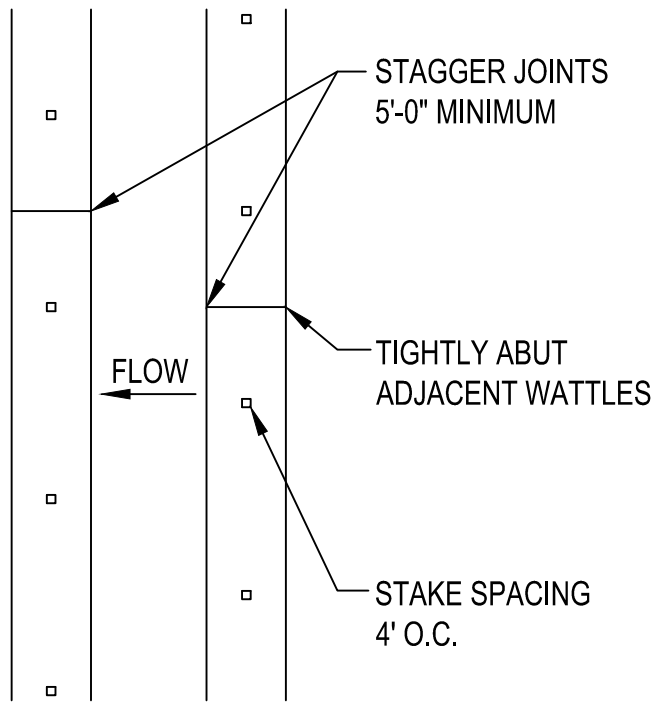
ELEVATION

BARRIER SPACING TABLE FOR GENERAL APPLICATION

% SLOPE	SLOPE	MAX SPACING ON SLOPE
<10%	<10:1	240'
10-15%	10:1 to 7.5:1	120'
15-20%	7.5:1 to 5:1	80'
20-30%	5:1 to 3.5:1	40'
30-50%	3.5:1 to 2:1	20'

NOTES:

- STAKING SPECIFICATIONS:
 - 1"x2" WOODEN STAKES.
 - DDITIONAL STAKES MAY BE INSTALLED ON DOWNHILL SIDE OF WATTLES ON STEEP SLOPES OR HIGHLY EROSIIVE SOILS.
- SPACING IN ACCORDANCE WITH TABLE.



PLAN

1 STRAW WATTLES DETAIL
NOT TO SCALE

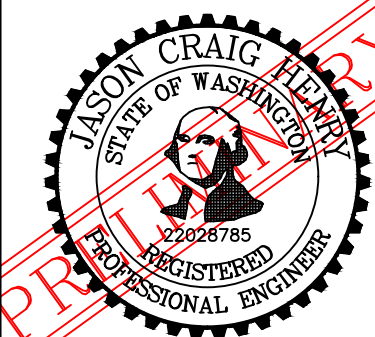
STANDARD STORMWATER NOTES:

- ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH COUNTY STANDARDS AND THE MOST CURRENT COPY OF STATE OF WASHINGTON STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION (WSDOT/APWA) AND AS AMENDED BY THE COUNTY OR THE STATE.
- TEMPORARY EROSION/WATER POLLUTION PREVENTION MEASURES SHALL BE REQUIRED IN ACCORDANCE WITH SECTION 1-07.15, AS MODIFIED BY THE APWA SUPPLEMENT, OF THE CURRENT STATE OF WASHINGTON STANDARD SPECIFICATIONS AND THE PIERCE COUNTY STORMWATER MANAGEMENT MANUAL.
- SHOULD THE TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES AS SHOWN ON APPROVED PLANS NOT PROVE ADEQUATE TO CONTROL EROSION AND SEDIMENTATION, THE APPLICANT/CONTRACTOR SHALL INSTALL ADDITIONAL FACILITIES AS NECESSARY TO PROTECT ADJACENT PROPERTIES, SENSITIVE AREAS, NATURAL WATER COURSES, AND/OR STORM DRAINAGE SYSTEMS.
- CALL THE UNDERGROUND LOCATE LINE 1-800-424-5555 A MINIMUM OF 48-HOURS PRIOR TO ANY EXCAVATIONS.
- THE STORM DRAINAGE SYSTEM SHALL BE CONSTRUCTED ACCORDING TO APPROVED PLANS. ANY SIGNIFICANT DEVIATION FROM THE APPROVED PLANS WILL REQUIRE WRITTEN APPROVAL FROM TACOMA POWER.
- A COPY OF THE APPROVED STORMWATER PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
- ALL EROSION CONTROL AND STORMWATER FACILITIES SHALL BE REGULARLY INSPECTED AND MAINTAINED BY THE CONTRACTOR DURING CONSTRUCTION.
- IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN STREET USE AND OTHER RELATED OR REQUIRED PERMITS PRIOR TO ANY CONSTRUCTION ACTIVITY IN THE MUNICIPALITY'S RIGHT-OF-WAY. IT SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL ABIDE BY ALL REQUIREMENTS FOR TRAFFIC CONTROL AND SAFETY WHEN WORKING IN THE ROAD RIGHT-OF-WAY.
- THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER IN THE EVENT OR DISCOVERY OF POOR SOILS, OR STANDING GROUND WATER.
- FOR PUBLIC SYSTEMS, THE CONTRACTOR SHALL CALL FOR INSPECTION 48-HOURS PRIOR TO COVERING ANY DRAINAGE STRUCTURE.
- ALL DRAINAGE STRUCTURES, SUCH AS CATCH BASINS AND MANHOLES, NOT LOCATED WITHIN A TRAVELED ROADWAY OR SIDEWALK, SHALL HAVE SOLID LOCKING LIDS. ALL DRAINAGE STRUCTURES ASSOCIATED WITH A PERMANENT RETENTION/DETENTION FACILITY SHALL HAVE SOLID LOCKING LIDS.

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
LIGHT DIVISION

RIFFE LAKE
NORTH SHORE FISHING TRAIL ENHANCEMENTS
STANDARD NOTES

REVISION NO. 0



SUBMITTED
SUBMITTING ENGINEER

DRAWN
GTC
DATE
9/14/23

STAMPED
JCH

APPROVED
APPROVING ENGINEER

DRAWING NO.
MP579

APPENDIX B

Signature Page

Price Proposal Form

Certification of Compliance With Wage Payment Statutes

Prevailing Wage Rates

State Responsibility and Reciprocal Bid Preference Information

Record of Prior Contracts

List of Equipment

SIGNATURE PAGE

CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES – TACOMA POWER

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Bids page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

REQUEST FOR BIDS SPECIFICATION NO. PG23-0168N Riffe Lake Fishing Trail Rock Fall Mitigation

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

 Name of Bidder
PROPOSAL

	<u>QUANTITY</u>	<u>BID UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
<u>ITEM 1</u>				
Mobilization/Demobilization	1	LS	\$ _____	\$ _____
<u>ITEM 2</u>				
Pollution and Erosion Control Plan (PECP/TESC)	1	LS	\$ _____	\$ _____
<u>ITEM 3</u>				
Rock Slope Scaling and Cleaning	1	LS	\$ _____	\$ _____
<u>ITEM 4</u>				
Removal and Disposal of Loose Rock and Debris	100	CY	\$ _____	\$ _____
<u>ITEM 5</u>				
*Force Account				\$ <u>15,000</u>

*Bidders shall include the \$15,000 figure as part of their overall bid.

TOTAL ITEMS 1 - 5 \$ _____

**Sales Tax @ 7.8% \$ _____

TOTAL AMOUNT \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (October 6, 2023), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

PREVAILING WAGE RATES

This project requires prevailing wages under [39.12 RCW](#). Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Lewis County.

The effective date for prevailing wages on this project will be the **submittal deadline** with these exceptions:

- a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
- b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
- c. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<https://secure.lni.wa.gov/wagelookup/>

REQUIRED FILINGS

The contractor and all subcontractors covered under [39.12 RCW](#) shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://www.lni.wa.gov/> or by visiting their MY L&I account.

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 nor 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 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: _____

Have you completed the training required by RCW
39.04.350, or are you on the list of exempt businesses
maintained by the Department of Labor and Industries?

☐ Yes ☐ No

Name of Bidder

CONTRACTOR'S RECORD OF PRIOR CONTRACTS

NAME _____ ADDRESS _____

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

REMARKS: _____

Following is a list to be filled in by the bidder, showing equipment definitely available for use on the proposed work as required. (Give quantity, description, size or capacity, condition and present location of each item of equipment.)

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

APPENDIX C

Sample Contract

Sample Payment Bond

Sample Performance Bond

Sample General Release Form

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and [supplier name as it appears in Ariba, including dbas or trade names] ("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. [Spec Number] [Spec Title] together with all authorized addenda.
 2. Contractor's submittal [or specifically described portions thereof] dated [Enter Submittal Date] submitted in response to Specification No. [Spec Number] [Spec Title].
 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.

- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.

If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.
- III. 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, inclusive of Appendices A and B.
 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
\$[Dollar Amount], plus any applicable taxes.
- VI. 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.
- VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

VIII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

IX. 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.

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 this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:

Signature:

Name:

Title:

CONTRACTOR:

Signature:

Name:

Title:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

Deputy/City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

2. Prevailing Wages

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
 - i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
 - ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
 - iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

3. COPELAND ANTI-KICKBACK ACT

For Contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

6. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

7. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

8. DEBARMENT AND SUSPENSION

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

10. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

APPENDIX A-1

APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier <i>(i.e., DUNS)</i>	City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i>: \$	(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency		(ix) Total Amount of the Federal Award <i>Committed</i> to the agency \$
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) Federal Awarding Agency: DEPARTMENT OF THE TREASURY	Pass-Through Entity: City of Tacoma	Awarding Official Name and Contact Information:	
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Method (lump sum payment or reimbursement) REIMBURSEMENT		



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 on 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 82 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. Department of the Treasury.

Resolution No.
Bond No.
Specification No.
Contract No.

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.

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE



PERFORMANCE 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 performance bond shall become null and void, if and when the principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, 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 increase.

If the City shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgement, shall pay all costs and attorney's fees incurred by the City in enforcement of its rights hereunder. Venue for any action arising out of in connection with this bond shall be in Pierce County, Washington.

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. Department of the Treasury.

One original bond shall be executed, and 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.

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

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

Signed at Tacoma, Washington this _____ day of _____, 20 ____.

Contractor

By _____

Title _____

APPENDIX D

City of Tacoma Insurance Requirements

City of Tacoma General Provisions



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

expiration via email sent annually to coi@cityoftacoma.org.

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

3.5 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

GENERAL PROVISIONS

(Revised December 15, 2020)

SECTION I - BIDDING REQUIREMENTS

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent's Proposal

Each Respondent must bid exactly as specified on the Proposal sheets. All proposals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening of the bids.

B. Alterations of Proposals Not Allowed

Proposals that are incomplete or conditioned in any way contain alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as being nonresponsive. The City cannot legally accept any proposal containing a substantial deviation from these Specifications.

C. Filling Out City Proposal Sheets

All proposals must be completed using the proposal sheets and forms included with this specification, and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Respondent in ink.

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

If a prospective Respondent has any questions concerning any part of the Proposal, he/she may submit a written request for answer of his/her questions. Any interpretation of the Proposal will be made by an Addendum duly issued and mailed or delivered to each prospective Respondent. Such addendum must be acknowledged in the proposal. The City of Tacoma will not be responsible for any other explanation or interpretation of the bid documents.

1.03 RESPONDENT'S BOND OR CERTIFIED CHECK

Each bid for construction must be accompanied either by a certified or cashier's check for 5 percent of the total amount bid, including tax, payable to the City Treasurer, or an approved bid bond, by a surety company authorized to do business in the State of Washington, for 5 percent of the total amount bid. The person legally authorized to sign the bid must sign all bid bonds. The approved bid bond form attached to these Specifications should be used: no substantial variations from the language thereof will be accepted.

If a bid bond is used, the 5 percent may be shown either in dollars and cents, or the bid bond may be filled in as follows, "5 percent of the total amount of the accompanying proposal."

The check of the successful Respondent will be returned after award of the Contract, acceptance of the Payment and Performance Bond and City's receipt of the signed Contract. The checks of all other Respondents will be returned immediately upon the award of the Contract. Bid bonds will not be returned.

1.04 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE

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

1.05 LICENSES/PERMITS

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

1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

Contractors for construction or public works construction are required to be licensed by the state. If the provisions of Chapter 18.27 of the Revised Code of Washington apply to the Respondent, then the Respondent's Washington State Contractor's Registration No. must accompany the bid.

1.07 BID IS NONCOLLUSIVE

The Respondent represents by the submission of the Proposal that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

1.08 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

In the evaluation of bids, the Respondent's experience, delivery time, quality of performance or product, conformance to the specifications and responsibility in performing other contracts (including satisfying all safety requirements) may be considered in addition to price. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. Respondents who are inexperienced or who fail to properly perform other contracts may have their bids rejected for such cause.

B. Prequalified Electrical Contractor

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

C. Insertions of Material Conflicting with Specifications

Only material inserted by the Respondent to meet requirements of the Specifications will be considered. Any other material inserted by the Respondent will be disregarded as being nonresponsive and may be grounds for rejection of the Respondent's Proposal.

D. Correction of Ambiguities and Obvious Errors

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

1.09 WITHDRAWAL OF BID

A. Prior to Bid Opening

Any Respondent may withdraw his/her Proposal prior to the scheduled bid opening time by delivering a written notice to the City's Procurement and Payables Office. The notice may be submitted in person or by mail; however, it must be received by the City's Procurement and Payables Office prior to the time of bid opening.

B. After Bid Opening

No Respondent will be permitted to withdraw his/her Proposal after the time of bid opening, as set forth in the Call for Bids, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Respondent must submit written notice withdrawing his/her Proposal to the Purchasing Manager.

1.10 OPENING OF BIDS

At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal.

1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION

The City Council or Public Utility Board of the City of Tacoma shall be the final judge as to which is the lowest and best bid in the interest of the City of Tacoma. The City reserves the right to reject any and all bids, waive minor deviations or informalities, and if necessary, call for new bids.

1.12 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 cashier's check or bid bond shall be forfeited.

1.13 TAXES

A. Include In Proposal All Taxes

Respondent shall include in his/her Proposal all applicable local, city, state, and federal taxes. It is the Respondent's obligation to state on his/her Proposal sheet the correct percentage and total applicable Washington State and local sales tax. The total cost to the City including all applicable taxes may be the basis for determining the low Respondent.

B. Federal Excise Tax

The City of Tacoma is exempt from federal excise tax. Where applicable, the City shall furnish a Federal Excise Tax Exemption certificate.

C. City of Tacoma Business and Occupation Tax

Sub-Title 6A of the City of Tacoma Municipal Code (TMC) provides that transactions with the City of Tacoma, may be 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 Department of Tax and License, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252. The City's Business and Occupation Tax amount shall not be shown separately but shall be included in the unit and/or lump sum prices bid.

1.14 FIRM PRICES/ESCALATION

Except as specifically allowed by the Special Provisions, only firm prices will be accepted.

1.15 AWARD

A. Construction and/or Labor Contracts

Unless specifically noted in the Special Provisions or Proposal sheets, all construction and/or labor contracts will be awarded to only one Respondent.

B. Supply/Equipment Contracts

The City reserves the right to award an equipment or supply contract for any or all items to one or more Respondents as the interests of the City will be best satisfied.

1.16 INCREASE OR DECREASE IN QUANTITIES

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

1.17 EXTENSION OF CONTRACT

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

1.18 PAYMENT TERMS

- A. Prices will be considered as net 30 calendar days if no cash discount is shown. Payment discount periods of twenty (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. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
- B. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.

1.19 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

- A. Payment methods include:
- EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. Suppliers accepting this option will receive "due immediately" payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:
 - Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City's provider bank; the supplier does not need to know card account details.
 - Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City's commercial card provider.
 - Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides "due immediately" payment terms.
 - Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
 - Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
 - Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
 - Check or other cash equivalent. Standard terms are net 30 for this payment method.
- B. The City's preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City's ePayables or credit card methods of payment. **The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used.**
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

1.20 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are agreeable.

1.21 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. Respondent's Submittals, all documents and records comprising any Contract awarded to Respondent, and all other documents and records provided to the City by Respondent are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies; and Respondent has complied with the requirements to Respondent has complied with the requirements to mark records considered confidential or proprietary

as such requirements are stated below, City agrees to provide Respondent 10 days written notice of impending release. Should legal action thereafter be initiated by Respondent to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Respondent, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Respondent took no action to oppose the release of information.

B. If Respondent provides City with records or information that Respondent considers confidential or proprietary, Respondent must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Respondent expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s). Submission of materials in response to City's Solicitation shall constitute assent by Respondent to the foregoing procedure and Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

1.22 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.

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

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

B. Surety Bonds

Except as modified by the Special Provisions, the Respondent to whom the Contract is awarded shall provide a payment and performance bond, including power of attorney, for 100 percent of the amount of his/her bid (including sales taxes), to insure complete performance of the Contract including the guarantee. The bonds must be executed by a surety company licensed to do business in the State of Washington. For a supply-type contract, a cashier's check or cash may be substituted for the bonds; however, this cash or cashier's check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

C. Independent Contractor

Contractor is an independent contractor; no personnel furnished by the Contractor shall be deemed under any circumstances to be the agent or servant of the City. Contractor shall be fully responsible for all acts or omissions of Subcontractors and its and their suppliers and of persons employed by them, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with the Contract. There shall be no contractual relationship between any Subcontractors or supplier and the City arising out of or by virtue of this agreement. No provision of the Contract is intended or is to be construed to be for the benefit of any third party.

2.02 CONFLICTS IN SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the Drawings and anything on the Drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Special Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

1. Proposal pages prevail if they conflict with the General, Special or Technical Provisions.
2. Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.
3. Technical Provisions prevail if they are in conflict with the General Provisions.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Engineer for determination. Failure to submit the discrepancy issue to the Engineer shall result in the Contractor's actions being at his/her own risk and expense. The Engineer shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.

2.03 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 Director or Superintendent, whose decision shall be final. The word "Director" means the Director of the City of Tacoma General Government department that is administering the contract. The word "Superintendent" means the Superintendent of the City of Tacoma, Department of Public Utilities Division that is administering the contract.

The Contract shall be carried out under the general control of the representative of the particular City Department or 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 all orders and instructions given by the representative of the particular Department or Division administering the Contract in accordance with the terms of the Contract.

Provided, that for the purposes of construction contracts, such control shall only apply (a) to the extent necessary to ensure compliance with the provisions of this contract, and (b) to the extent necessary to fulfill any nondelegable duty of the City for the benefit of third parties not engaged in promoting the activity of this contract.

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

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

All federal, state, municipal and/or local regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with work performed under this Contract.

2.05 INDEMNIFICATION

A. Indemnification

Contractor acknowledges that pursuant to the terms of this agreement, Contractor is solely and 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, or subcontractor(s) and their employees or agents, arising out of and in connection with or incident to the performance of the Contract including if the City is found to have a nondelegable duty to see that work is performed with requisite care, 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. 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. In addition, within the context of competitive bidding laws, it is agreed that this indemnification has been mutually negotiated. 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

In 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), 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.

2.06 CONTRACTOR'S INSURANCE

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

B. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

The Contract shall not be assigned except with the consent of the Superintendent or his/her designee.

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

D. Subletting

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

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

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

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

2.08 DELAY

E. Extension of Time

With the written approval of the Superintendent or his/her designee, the Contractor may be granted additional time for completion of the work required under this Contract, if, in the Superintendent's opinion the additional time requested arises from unavoidable delay.

F. Unavoidable Delay

Unavoidable delays in the prosecution of the work shall include only delays from causes beyond the control of the Contractor and which he/she could not have avoided by the exercise of due care, prudence, foresight and diligence. Delay caused by persons other than the Contractor, Subcontractors or their employees will be considered unavoidable delays insofar as they necessarily interfere with the Contractor's completion of the work, and such delays are not part of this Contract.

Unavoidable delay will not include delays caused by weather conditions, surveys, measurements, inspections and submitting plans to the Engineer of the particular Division involved in administering this Contract.

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

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

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

B. Guarantee for Supply Contracts

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

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

C. Guarantee Period Extension

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

2.10 DEDUCTIONS FOR UNCORRECTED WORK

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

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

1. Supplies. The City may terminate a Contract for supplies at any time upon prior written notice to Contractor. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
2. Services. The City may terminate a Contract for services at any time, with or without cause, by giving 10-business day's written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.

B. Termination for Cause

1. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Contractor's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach
2. Bankruptcy. If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Payment and Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.
3. Notice. In the event of any such termination for cause, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

2.12 LIENS

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

2.13 LEGAL DISPUTES

A. General

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

Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma's City Attorney's Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.

B. Attorney Fees

For contracts up to \$250,000, which become the subject of litigation or arbitration, the substantially prevailing party may be entitled to reasonable attorney fees, as provided in RCW 39.04.240. Provided, however, the attorney fee hourly rate for the City of Tacoma's assistant city attorneys is agreed to be \$150 per hour or the same as the hourly rate for Contractor's legal counsel, whichever is greater.

2.14 DELIVERY

Prices must be quoted F.O.B. destination, freight prepaid and allowed with risk of loss during transit remaining with Contractor/Supplier (unless otherwise stated in these Specifications) to the designated address set forth in these Specifications.

Deliveries shall be between 9:00 a.m. and 3:30 p.m.; Monday through Friday only (except legal holidays of the City of Tacoma).

Legal holidays of the City of Tacoma are:

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.

2.15 PACKING SLIPS AND INVOICES

A. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

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

1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to accountspayable@cityoftacoma.org.

3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to pcardadmin@cityoftacoma.org.

2.16 APPROVED EQUALS

A. Unless an item is indicated as "No substitute", special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the respondent specifies the brand and model, and provides all descriptive literature, independent test results, product samples, local servicing and parts availability to enable the City to evaluate the proposed "equal".

B. The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the respondent to be an "equal", the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the respondent's expense.

C. When a brand name or level of quality is not stated by the respondent, it is understood the offer is exactly as specified. If more than one brand name is specified, respondents must clearly indicate the brand and model/part number being bid.

2.17 ENTIRE AGREEMENT

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

2.18 CODE OF ETHICS

The City's Code of Ethics, Chapter 1.46, Tacoma Municipal Code, provides ethical standards for City personnel and prohibits certain unethical conduct by others including respondents and contractors. Violation of the City's Code of Ethics will be grounds for termination of this contract.

2.19 FEDERAL FINANCIAL ASSISTANCE

If federal funds, including FEMA financial assistance to the City of Tacoma, will be used to fund, pay or reimburse all or a portion of the Contract, Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives and the following clauses will be incorporated into the Contract:

A. EQUAL EMPLOYMENT OPPORTUNITY During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (B)(1) through (4) of this section.

C. CLEAN AIR ACT

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. FEDERAL WATER POLLUTION CONTROL ACT

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the City, understands, and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. BYRD ANTI-LOBBYING AMENDMENT

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with City. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the City.
2. If applicable, Contractor must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

[Section III is for contracts that involve construction and/or labor, and are not applicable to contracts solely for material/supply purchases.]

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

SECTION III REQUIREMENTS APPLY ONLY TO CONSTRUCTION AND/OR LABOR CONTRACTS AND ARE IN ADDITION TO APPLICABLE REQUIREMENTS CONTAINED IN SECTION II CONTRACT REQUIREMENTS.

3.01 RESPONDENT'S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

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

3.04 TRENCH EXCAVATION BID ITEM

In the event that "trench excavation" in excess of four feet requires a safety system pursuant to Washington State law and safety shoring, sloping, sheeting, or bracing is used, a separate bid item should be set forth in the Proposal for this work. If a separate bid item is not set forth in the Proposal pages, said installed safety system shall be paid at \$3.00 per lineal foot of trench, which unit price includes both sides of the trench.

3.05 SAFETY

A. General

The Contractor shall, at all times, exercise adequate precautions for the safety of all persons, including its employees and the employees of a Subcontractor, in the performance of this Contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations. It is the Contractor's responsibility to furnish safety equipment or to contractually require Subcontractors to furnish adequate safety equipment relevant to their responsibilities.

The Contractor shall obtain the necessary line clearance from the inspector before performing any work in, above, below or across energized 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 is a breach of this Contract and, as such, 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 not relieve the Contractor of any provisions of Section 3.14 of this Specification and shall be at the sole cost of the Contractor. The purpose of this authority to stop work is to enforce the contract and not to assume control except to the extent necessary to ensure compliance with the provisions of this contract.

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

B. Work Hazard Analysis Report

The Contractor will be required to complete a work hazard analysis report. This report shall outline how the Contractor proposes to satisfy all safety laws and regulations involved in performing the work. This report shall be completed and submitted to the City Safety Officer before the pre-construction conference. A copy of the report shall be maintained at the work site (accessible to the supervisor).

3.06 PROTECTION OF WORKERS AND PROPERTY

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

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

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

3.07 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.

3.08 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 Special Provisions, 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

If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.

If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:

1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,
2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid)and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.
3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the City prior to final Contract payment. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.

3.09 COPELAND ANTI-KICKBACK ACT

For contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3.10 CHANGES

A. In Plans or Quantities

The City of Tacoma, without invalidating this Contract, or any part of this Contract, may order extra work or make reasonable changes by altering, adding to or deducting from the materials, work and labor and the Contract sum will be adjusted accordingly. All such work and labor shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. When work or bid items are deducted, reduced or eliminated, it is agreed that no payment will be made to Contractor for anticipated profit.

B. Extra Work

Any claim or order for extra materials, work and labor made necessary by alterations or additions to the plans or by other reasons for which no price is provided in this Contract, shall not be valid unless the Contractor and Engineer administering the Contract have agreed upon a price prior to commencing extra work, and the agreement has been signed by the Contractor and approved by the Superintendent or his/her designee, and approved by the payment and performance bond surety.

C. Extra Work - No Agreed Price

If it is impracticable to fix an increase in price definitely in advance, the order may fix a maximum price which shall not under any circumstances, be exceeded, and subject to such limitation, such alteration, modification, or extra shall be paid for at the actual necessary cost as determined by the City of Tacoma, which cost (including an allowance for profit) shall be determined as the sum of the following items (1) to (7) inclusive:

- (1) Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the Engineer administering the Contract;
- (2) The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;
- (3) Material, including sales taxes pertaining to materials;
- (4) Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;
- (5) Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;
- (6) The proportionate cost of premiums on bonds required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.
- (7) The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

Whenever any extra work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each day, report to the Engineer the amount and cost of the labor and material used, and any other expense incurred in such extra work on the preceding day, and no claim for compensation for such extra work will be allowed unless such report shall have been made.

The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material, which, in the judgment of the Engineer administering the Contract, may properly be classified under items for which prices are established in the Contract.

D. Claims for Extra Work

If the Contractor claims that any instructions by drawings or otherwise, involve extra cost under this Contract, he/she shall give the City of Tacoma written notice thereof within 30 days after receipt of such instruction, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedures governing the same shall be as provided for immediately above in this paragraph. The method in these paragraphs is the only method available to the Contractor for payment of claims for extra work performed under the terms of this Contract.

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

Progress payments will be made up to the amount of ninety-five percent (95%) of the actual work completed as shall be determined by the Engineer administering the Contract.

The Contractor may request that an escrow account be established as permitted by law, in which event the Contractor will earn interest on the retained funds.

When the time for construction, services and/or installation will exceed thirty (30) days, the Contractor may request, by invoice, to be paid a progress payment based on percentage of work completed. The Engineer will review and approve the progress payment request on a monthly basis.

3.13 FINAL PAYMENT

The final payment of five percent (5%) of the Contract price shall be approved on final acceptance of the work under this Contract by the Superintendent or his/her designee. In addition, before final payment is made, the Contractor shall be required to:

- A. Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington;
- B. Provide the General Release to the City of Tacoma on the form set forth in these Contract documents;
- C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;
- D. File with the City Director of Finance, and with the Director of the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;
- E. File with the City Director of Finance, on the state form to be provided, a statement from the State of Washington, Department of Labor and Industries, certifying that the prevailing wage requirements have been satisfied.
- F. File with the City Director of Finance, on the state form to be provided, a statement of release from the Public Works Contracts Division of the State of Washington, Department of Labor and Industries, verifying that all industrial insurance and medical aid premiums have been paid.

If there is a fee assessed to the City for any certificate, release or other form required by law, the contractor agrees that the fee amount may be passed on to the Contractor and deducted from the monies paid to the Contractor.

3.14 FAILURE TO COMPLETE THE WORK ON TIME

Should the completion of the work required under the Contract be delayed beyond the expiration of the period herein set for the completion of said work, or such extension of said period as may be allowed by reason of unavoidable delays, there shall be deducted from the total Contract price of work, for each calendar day by which such completion shall be delayed beyond said period of such extension thereof the sum of \$300 or a sum of money as set forth hereinafter in these Specifications, as the amount of such deduction per calendar day.

Said sum shall be considered not as a penalty, but as liquidated damages, which the City will suffer by reason of the failure of the Contractor to perform and complete the work within the period, herein fixed or such extensions of said period as may be allowed by reason of unavoidable delays.

Any money due or to become due the Contractor may be retained by the City to cover said liquidated damages, and should such money not be sufficient to cover such damages, the City shall have the right to recover the balance from the Contractor or his/her Sureties.

The filing of any bid for the work herein contemplated shall constitute acknowledgment by the Respondent that he/she understands, agrees and has ascertained that the City will actually suffer damages to the amount hereinabove fixed for each and every calendar day during which the completion of the work herein required shall be delayed beyond the expiration of the period herein fixed for such completion or such extension of said period as may be allowed by reason of unavoidable delays.

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

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

3.16 LIST OF SUBCONTRACTORS

Bid proposals for construction, alteration or repair of any building or other public works that may exceed \$1,000,000 including tax shall satisfy the following requirement: Respondent shall submit as part of the bid, the names of the subcontractors, with whom the respondent, if awarded the contract, will subcontract performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The respondent shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the respondent must indicate which subcontractor will be used for which alternate. Failure to comply with this provision or the naming of two or more subcontractors to perform the same work shall require the City (pursuant to state law RCW 39.30.060) to determine that respondent's bid is nonresponsive; therefore, the bid will be rejected.