



City of Tacoma, WA

**FINANCE DEPARTMENT**

**REQUEST FOR BIDS**

**ASBESTOS ABATEMENT AND LEAD BASED PAINT**

**REMOVAL SPECIFICATION NO. CT20-0238F**

**PURCHASING DIVISION**

## **SPECIFICATION CONTENTS**

This Specification contains the following:

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City of Tacoma  
Citywide

REQUEST FOR BIDS CT20-0238F  
Asbestos Abatement and Lead Based Paint Removal

**Submittal Deadline:** 11:00 a.m., Pacific Time, Tuesday, Tuesday August 25, 2020

**Submittal Delivery:** Sealed submittals will be received as follows:

**By Email:**

[bids@cityoftacoma.org](mailto:bids@cityoftacoma.org)

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

**Until further notice, public Bid Opening meetings have been cancelled.**

Submittals in response to a RFB will be recorded as received. As soon as possible on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at [www.TacomaPurchasing.org](http://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:** Provide on-call asbestos abatement and lead based paint removal services.

**Estimate:** \$250,000

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

**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 Gail Himes at [ghimes@cityoftacoma.org](mailto:ghimes@cityoftacoma.org), or by calling her collect at 253-591-5785.

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Tad Carlson, Senior Buyer by email to [tcarlson@cityoftacoma.org](mailto:tcarlson@cityoftacoma.org)

**Protest Policy:** City of Tacoma [protest policy](#), located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.



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

## BIDDER'S CHECK LIST

### **SUBMITTAL INSTRUCTIONS**

- (a) Do not include the entire specification document with your submittal. Doing so may render your submittal as non-responsive
- (b) Given the current emergency declaration, please send all submittals electronically to bids@cityoftacoma.org.

### **THE BIDDER'S ATTENTION IS ESPECIALLY CALLED TO THE FOLLOWING FORMS WHICH MUST BE SUBMITTED WITH YOUR BID:**

- (a) Proposal signature sheet.  
To be completed and signed by the bidder.
- (b) Proposal  
The unit/lump sum prices bid must be shown in the space provided.
- (c) State Responsibility Information form
- (d) Certification of Compliance with Wage Payment Statues
- (e) Contractor's Record of Prior Contracts
- (f) Statement of Qualifications
- (g) List of Equipment (required).
- (h) Bid bond or certified check (for construction contracts only).

A certified or cashier's check for 5-percent of the total amount bid, or an approved bid bond by a surety company authorized to do business in the State of Washington must be be postmarked by the submittal date. Please mail these to:

Tacoma Purchasing  
3628 S 35th St  
Tacoma, WA 98409

### **THE FOLLOWING FORMS ARE TO BE EXECUTED AFTER THE CONTRACT IS**

**AWARDED:** The contractor will be required to complete the following contract documents within twenty (20) calendar days after the award of the contract:

- (a) Contract  
This agreement is to be executed by the successful bidder.
- (b) Performance and Payment Bond (required).  
To be executed by the successful bidder and his surety company, and countersigned by a local resident agent of said Surety Company.
- (c) Retainage Bond (optional)
- (d) Contractor's Job Hazard Analysis Report (for construction contracts only)
- (e) Insurance Certificate

**THE FOLLOWING FORM IS TO BE EXECUTED UPON COMPLETION OF THE CONTRACT:**

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

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

All letters and calls requesting information prior to the bid opening are subject to the limitations in Paragraph 1.02 of the **General Provisions**.

For inquiries regarding General Provisions, email Tad Carlson, Senior Buyer, Purchasing Division, [tcarlson@cityoftacoma.org](mailto:tcarlson@cityoftacoma.org).

All emails shall indicate the title and specification number (prior to award) or title and contract number (following award).

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

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

**I. STATE OF WASHINGTON**

**A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON**

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

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect **at the time of bid submittal**;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
  - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).
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 1928 RCW;
    - v. An elevator contractor license, if required by Chapter 70.87 RCW and,
  - d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractor) 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**

The Bidder shall demonstrate to the satisfaction of the City of Tacoma that the Bidder and their Subcontractors are qualified to perform the work under this Contract and therefore are a responsible Bidder. To be responsible, the Bidder, including the General Contractor and their subcontractors must demonstrate an appropriate level of experience, technical competence and successful past performance of work. The information in the Statement of Qualifications Form will assist the City of Tacoma in making such determination.

**C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA**

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

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

<p><b>By Carrier:</b>  City of Tacoma Procurement &amp; Payables Division  Tacoma Public Utilities  3628 S 35<sup>th</sup> Street  Tacoma, WA 98409</p>	<p><b>In Person:</b>  City of Tacoma Procurement &amp; Payables Division  Tacoma Public Utilities Administration Building  North – Guard House (east side of main building)  3628 S 35<sup>th</sup> Street  Tacoma, WA 98409</p>
<p><b>By Mail:</b>  City of Tacoma Procurement &amp; Payables Division  Tacoma Public Utilities  PO Box 11007  Tacoma, WA 98411-0007</p>	<p>E-mail: <a href="mailto:bids@cityoftacoma.org">bids@cityoftacoma.org</a></p>

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.

**SIGNATURE PAGE**

**CITY OF TACOMA FINANCE DEPARTMENT**

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

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

**REQUEST FOR BIDS SPECIFICATION NO. CT20-0238F**

**Asbestos Abatement and Lead Based Paint Removal**

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

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

**Non-Collusion Declaration**

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

\_\_\_\_\_  
Bidder/Proposer's Registered Name

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

\_\_\_\_\_  
Address

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

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

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

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

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

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

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

Addendum acknowledgement #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

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

Name of Bidder: \_\_\_\_\_

**Proposal**

Item	Description	Quantity	Unit	Unit Price	Item Total
1	On-site labor hours for Asbestos Abatement Worker	400	HR		
2	On-site labor hours for Asbestos Abatement Supervisor	400	HR		
3	On-Site labor hours for Asbestos Abatement Worker (1-1/2 Regular Time)	400	HR		
4	On-Site labor hours for Asbestos Abatement Supervisor (1-1/2 Regular Time)	400	HR		
5	On-site labor hours for Lead Paint Revomal Worker	200	HR		
6	On-site labor hours for Lead Paint Revomal Supervisor	200	HR		
7	On-Site labor hours for Lead Paint Revomal Worker (1-1/2 Regular Time)	200	HR		
8	On-Site labor hours for Lead Paint Revomal Supervisor (1-1/2 Regular Time)	200	HR		
9	Mobilization/Demobilization to Utilities Service Area (In-Town)	25	EA		
10	Mobilization to Cowlitz	6	EA		
11	Mobilization to Cushman	6	EA		
12	Mobilization to Nisqually	6	EA		
13	Mobilization to Wynoochee	3	EA		
14	Mobilization to Green River Headworks Ravensdale	3	EA		
15	Cowlitz Per Diem	10	EA		
16	Cushman Per Diem	10	EA		
17	Nisqually Per Diem	10	EA		
18	Wynoochee Per Diem	5	EA		
19	Headworks Per Diem	3	EA		
20	Special Equipment Rental Mark-Up	\$2,000*1. _____ %	LS		
21	Force Account	1	LS	\$ 5,000.00	
	Subtotal Items 1 - 20 (excluding sales tax)				

Guaranteed Delivery of Request for Service: \_\_\_\_\_ days.

## PROPOSAL INSTRUCTIONS

### A. ITEM 1&5: ON-SITE MAN HOUR FOR ASBESTOS ABATEMENT/LEAD PAINT REMOVAL WORKER

The work under this bid item will be measured by the man hour (HR) and includes all labor, materials and equipment required to provide asbestos abatement worker as required by state and local regulations and when approved by the engineer.

A man hour estimate will be made and approved prior to starting work. Once a man hour estimate is made, the work shall be completed not to exceed that amount unless approved by the engineer. Final costs will be based on actual labor hours used.

Equipment used and demolition and disposal costs with this bid item shall be furnished by the contractor using the mark-up bid item.

Measurement will be by the man hour (HR) and payment will be made for the man hour (HR) and shall be full compensation for all costs associated with this bid item including furnishing asbestos abatement worker as required per state and local regulations

### B. ITEM 2&6: ON-SITE MAN HOUR FOR ASBESTOS ABATEMENT/LEAD PAINT REMOVAL SUPERVISOR

The work under this bid item will be measured by the man hour (HR) and includes all labor, materials and equipment required to provide asbestos abatement supervisor as required by state and local regulations and when approved by the engineer.

A man hour estimate will be made and approved prior to starting work. Once a man hour estimate is made, the work shall be completed not to exceed that amount unless approved by the engineer. Final costs will be based on actual labor hours used.

Equipment used and demolition and disposal costs with this bid item shall be furnished by the contractor using the mark-up bid item.

Measurement will be by the man hour (HR) and payment will be made for the man hour (HR) and shall be full compensation for all costs associated with this bid item including furnishing lead abatement worker as required per state and local regulations.

### C. ITEM 3&7: ON-SITE MAN HOUR FOR ASBESTOS ABATEMENT/LEAD PAINT REMOVAL WORKER (1.5 REGULAR TIME)

The work under this bid item will be measured by the man hour (HR) and includes all labor, materials and equipment required to provide asbestos abatement worker (1-1/2 Regular Time) as required by state and local regulations and when approved by the engineer.

A man hour estimate will be made and approved prior to starting work. Once a man hour estimate is made, the work shall be completed for that amount.

Equipment used and demolition and disposal costs with this bid item shall be furnished by the contractor using the mark-up bid item.

Measurement will be by the man hour (HR) and payment will be made for the man hour (HR) and shall be full compensation for all costs associated with this bid item including furnishing asbestos abatement worker as required per state and local regulations.

D. ITEM 4&8: ON-SITE MAN HOUR FOR ASBESTOS ABATEMENT/LEAD PAINT REMOVAL SUPERVISOR (1.5 REGULAR TIME)

The work under this bid item will be measured by the man hour (HR) and includes all labor, materials and equipment required to provide asbestos abatement supervisor (1- 1/2 Regular Time) as required by state and local regulations and when approved by the engineer.

A man hour estimate will be made and approved prior to starting work. Once a man hour estimate is made, the work shall be completed for that amount. Equipment used and demolition and disposal costs with this bid item shall be furnished by the contractor using the mark-up bid item.

Measurement and payment will be by the man hour (HR) and payment will be made for the man hour (HR) and shall be full compensation for all costs associated with this bid item including furnishing lead abatement worker as required per state and local regulations.

E. ITEM 9: MOBILIZATION/DEMOBILIZATION AT UTILITIES SERVICE AREA (IN-TOWN)

The work under this bid item will include all labor, materials and equipment and travel costs required to mobilize/demobilize for one (1) asbestos and/or lead abatement project. Mobilization and demobilization together will be one (1) bid item. Measurement shall be per each (EA) individual abatement project request made for mobilization/demobilization to the Utilities Service Area (In-Town).

Payment will be per each (EA) individual abatement project request made for mobilization/demobilization. Mobilization/Demobilization to the Utilities Service Area

(In-Town) shall be full compensation for all costs associated with this bid item as listed in the proposal.

F. ITEM 10-14: MOBILIZATION/DEMOBILIZATION TO COWLITZ, CUSHMAN, WYNOOCHEE, NISQUALLY HYDRO PROJECTS OR TACOMA WATER HEADWORKS

The work under this bid item will include all labor, materials and equipment and travel costs required to mobilize/demobilize for one (1) asbestos and/or lead abatement request to the project site. Mobilization and demobilization together will be one (1) bid item.

Measurement will be per each (EA) different job request for abatement made for mobilization/demobilization to the Cowlitz, Cushman, Wynoochee, Nisqually Hydro Projects or Tacoma Water Headworks.

Mobilization also includes the initial visit to the job site including agreeing on the scope of work, equipment and personnel required and safety concerns. The certified abatement personnel are required on the mobilization visit unless specifically agreed to be absent by the engineer.

Payment will be per each (EA) abatement job request as directed by the engineer and shall be full compensation for all costs associated with this bid item as listed in the proposal.

G. ITEM 15-19: PER DIEM FOR COWLITZ, CUSHMAN, WYNOOCHEE, NISQUALLY HYDRO PROJECTS OR TACOMA WATER HEADWORKS

Measurement for per diem shall be measured per each (EA) for each day the abatement personnel/staff reports to the site. Each certified abatement staff will be granted a per diem cost for each full day worked.

Payment will be made at the unit price bid as listed in the proposal.

H. ITEM 20: SPECIAL EQUIPMENT RENTAL AT MARK-UP

The work under this bid item will include providing all equipment required to support other bid items as stated herein. Cost plus equipment will only be applicable to that bid item when so stated in the bid item description. Cost plus a percentage for equipment furnished under this bid item shall include all coordination, transportation, labor hours and equipment research needed to identify equipment types, and processing all invoices to the City for payment. This item will also be used for disposal costs or other items not specifically called out under a separate bid item.

Measurement and payment will be by the cost of the equipment plus a stated percent mark-up and payment shall be full compensation for all costs associated with this bid item as listed in the proposal. The contractor must provide supporting documentation or actual invoices when submitting equipment for payment

I. ITEM 21: FORCE ACCOUNT, PER LUMP SUM

1. DEFINITION AND FIGURE ON PROPOSAL

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.

2. 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

3. PAYMENT

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

“Force Account,” as listed in the proposal

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

## INTENT & AFFIDAVIT INFORMATION FOR ON CALL CONTRACTS

- A. One Intent to Pay Prevailing Wages and a corresponding approved Affidavit of Wages Paid (Affidavits) are to be filed for each 12 month (one year) period of the contract performance for the Contractor and all subcontractors of any tier. Intents for the Contractor and all subcontractors shall be filed prior to any payment for work performed following contract execution. Following the first 12 month period, Affidavits must be received prior to final payment for work performed during the first 12 month period. New Intents shall be filed prior to any payment for work performed during the second 12 month period for the Contractor and all subcontractors. Affidavits from the Contractor and all subcontractors must be received from Washington State's Department of labor and Industries (L&I) per Article 6 of the General Conditions.
- B. Immediately following the end of all work completed under this Contract, the Contractor, and each Subcontractor of any tier, shall file an approved Affidavit of Wages Paid with the L&I.
- C. The Contractor shall post in a location readily visible to works at the Project site (1) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician of the Department of Labor and Industries and (2) the address and telephone number of the Industrial Statistician of the Department of labor and Industries to whom a complaint or inquiry concerning prevailing wages may be directed.
- D. If a State of Washington prevailing wage rate conflicts with another applicable wage rate (such as Davis-Bacon Ace wage rate) for the same labor classification, the higher of the two shall govern.
- E. Pursuant to RCW 39.12.060, if any dispute arises concerning the appropriate prevailing wage rate for work of a similar nature, and the 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 Department of Labor and Industries, and his or her decision shall be final and conclusive and binding on all parties involved in the dispute.
- F. The Contractor shall defend (at the Contractor's sole costs, with legal counsel approved by the City of Tacoma), indemnify and hold the City harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs and expenses, whether direct, indirect, including but not limited to attorneys' fees and consultants' fees and other costs and expenses, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or Chapter 51 RCW ("Industrial Insurance"), including but not limited to RCW 51.12.050.





This form shall be completed in its entirety and submitted with the bid. **Failure to submit and meet the requirements as stated in Section 2.03 of the Special Provisions may be grounds for rejection of the bid.**

**The City of Tacoma will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.**

The successful contractor shall have completed at least three self-performed projects of similar scope and purpose within the past five years. The subcontractor superintendent shall also have at least two years of construction supervision experience. Complete the contractor project experience summary below and identify the on-site superintendents, one or more of which will be assigned to projects.

**Contractor:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**Project Experience**

**#1 Project Name:** \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of Work (including size of area treated): \_\_\_\_\_

\_\_\_\_\_

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

**#2 Project Name:** \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of Work (including size of area treated): \_\_\_\_\_

\_\_\_\_\_

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

**#3 Project Name:** \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of Work (including size of area treated): \_\_\_\_\_

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

**On-Site Superintendent:**

The on-site superintendent shall have at least two years of asbestos and lead abatement experience. Provide the name of project on-site superintendent(s) and number of years' experience.

#1 Name \_\_\_\_\_ Years employed by contractor: \_\_\_\_\_

Years of construction supervision: \_\_\_\_\_

#2 Name \_\_\_\_\_ Years employed by contractor: \_\_\_\_\_

Years of construction supervision: \_\_\_\_\_

#3 Name \_\_\_\_\_ Years employed by contractor: \_\_\_\_\_

Years of construction supervision: \_\_\_\_\_

Please affix a copy of each superintendent's resume here demonstrating at least two years' experience in construction supervision and three experience in three similarly sized asbestos and lead abatement projects in the last five years.

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

SIGN HERE \_\_\_\_\_

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## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL:

SURETY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_, 20\_\_\_\_\_

Received return of deposit in the sum of \$ \_\_\_\_\_

\_\_\_\_\_

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

## **1. GENERAL REQUIREMENTS**

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
  - 1.4.1. Be considered primary and non-contributory for all claims.
  - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
  - 1.6.1. An ACORD certificate or equivalent.
  - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
  - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
  - 1.7.1. No specific person or department should be identified as the additional insured.
  - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
  - 1.7.3. The City of Tacoma shall be additional insured 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 for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide [www.ambest.com](http://www.ambest.com).
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. 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.
- 1.16. 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 has changed.

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. 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).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma 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.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

## **2. CONTRACTOR**

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

## **3. SUBCONTRACTORS**

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

## **4. 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.

### **4.1 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. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

### **4.2 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 an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

#### 4.3 Workers' Compensation

4.3.1 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. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

#### 4.4 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.

#### 4.5 Professional Liability Insurance or Errors and Omissions

Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract.

If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars (\$2,000,000).

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

If provided on a "claims-made" basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

#### 4.6 Pollution Liability Insurance

Contractor shall maintain a Pollution Liability or Environmental Liability Insurance providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed.

Such coverage shall provide both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

This policy shall include Environmental Resource Damage coverage and Hazardous Substance Removal. If such coverage is provided on a "claims-made" basis, the following additional conditions must be met:

4.6.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.

4.6.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.

#### 4.7 Installation Floater Insurance

Contractor shall maintain during the term of the Contract, at its own expense, Installation Floater Insurance covering Contractor's labor, materials, and equipment to be used for completion of the work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract improvements.

#### 4.8 Builder's Risk Insurance

Contractor shall maintain during the term of the Contract and until final acceptance of the work by the City of Tacoma, a policy of Builder's Risk Insurance providing coverage for all-risk of physical injury to all structures to be constructed according to the Contract. City of Tacoma shall be included as a named insured (not named as additional insured) on the policy. Builder's Risk Insurance policy shall:

- 4.8.1 Have a deductible of no more than Five Thousand Dollars (\$5,000) for each occurrence, the payment of which will be the responsibility of Contractor. Any increased deductibles accepted by City of Tacoma will remain the responsibility of Contractor.
- 4.8.2 Be on an ISO Special Form Causes of Loss or equivalent and shall insure against the perils flood, earthquake, theft, vandalism, malicious mischief, and collapse.
- 4.8.3 Include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site.
- 4.8.4 Be written in the amount of the completed value of the structures, with no coinsurance provisions exposure on the part of Contractor or City of Tacoma.
- 4.8.5 Contain a Waiver of Subrogation provision whereby each insured waives their subrogation rights to the extent the loss is covered by this insurance.
- 4.8.6 Grant permission to occupy, allowing the building or structure to be partially occupied prior to completion, without detrimental effect to the coverage provided.
- 4.8.7 Include coverage for the testing and startup of the building's operating systems.
- 4.8.8 Include coverage for City of Tacoma's loss of use or business interruption arising out of a covered loss which delays completion.
- 4.8.9 Include resultant damage coverage for loss due to faulty workmanship and defective material.

Contractor and City of Tacoma waive all rights against each other, their respective subcontractors, agents, and representatives for damages caused by fire or other perils to the extent covered by Builder's Risk Insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

#### 4.9 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.

## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (August 5, 2020), 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.

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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:

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

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*\* 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.*

# TACOMA PUBLIC UTILITIES CONTRACTOR'S WORK HAZARD ANALYSIS REPORT

for

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(Project Name)

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

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

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

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

\*USE A SEPARATE SHEET IF MORE ROOM IS NEEDED

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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



# 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 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: \_\_\_\_\_



# 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.

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



# BOND IN LIEU OF RETAINAGE TO THE CITY OF TACOMA

Bond No. \_\_\_\_\_

That we \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and registered to transact business as a surety in the State of Washington, as SURETY, are by these presents held and firmly bound unto the City of Tacoma, a political subdivision of the State of Washington ("OBLIGEE"), and are similarly held and bound unto the beneficiaries of the trust fund created by Chapter 60.28, RCW, in the sum of \_\_\_\_\_, (\$ \_\_\_\_\_) lawful money of the United States of America plus five percent (5%) of any increase in the contract amount that may occur due to change order or other increases in the quantities of materials and/or work, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally hereunder.

WHEREAS, the Principal and the Obligee have entered into and executed a certain contract for: \_\_\_\_\_ (Contract No. \_\_\_\_\_), dated \_\_\_\_\_, 20\_\_\_\_\_.

The Contract requires the City of Tacoma to withhold from the Principal, pursuant to Chapter 60.28, RCW the sum not to exceed five percent (5%) from monies earned by said Principal during the execution and performance of work thereunder, hereinafter referred to as earned retained funds; and

The Principal has requested that the City of Tacoma not withhold any such future earned retained funds and accept this Bond in lieu thereof as allowed under the provisions of Chapter 60.28, RCW.

The Condition of this Obligation is such that if the Principal shall use and apply the earned retained funds released pursuant hereto for the trust and purposes set forth in Chapter 60.28, RCW, and shall further indemnify and save the Obligee harmless from and against all losses, damages, claims, suits, demands, causes, charges and expenses to which the Obligee may be subject or in any way made liable by reason of or in consequence of having made contract payments to Principal without having first reserved, withheld, or retained earned funds therefrom, then the Obligations of Surety hereunder shall be released in accordance with Chapter 60.28, RCW; otherwise, this Bond shall remain in full force and effect.

PROVIDED, HOWEVER, it is expressly understood and agreed that:

1. Any suit or action under this Bond must be instituted within the time period provided by applicable law, but in no event more than two (2) years from the date final payment under the Contract falls due;
2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order;
3. Until written release of this obligation by the Obligee, this Bond may not be terminated or cancelled by the Principal or Surety for any reason; and
4. The laws of the State of Washington shall govern the determination of the rights and obligations of the parties hereunder and Venue for any dispute or claim hereunder shall be in Pierce County, Washington.
5. No final payment by City to Contractor under the Contract shall serve as a release of the obligations of the Surety hereunder or create any defense to contract performance by the Contractor and/or Surety.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Approved as to form:

Principal: **Vendor Legal Name**

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

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

Surety:

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

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

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

# CONTRACT

Resolution No.  
Contract No.

This Contract is made and entered into effective this \_\_\_\_ day of ,20\_\_\_\_ , (“Effective Date”) by and between the City of Tacoma, a Municipal Corporation of the State of Washington (“City”), and legal name of Supplier including type of business entity (“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. Enter Spec Number and Enter 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. Enter Spec Number and Enter 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.
- 

Delete this highlighted sentence, paragraph II and sub-bullets #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

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

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

III. The Contract terminates on xxxxx. {May remove if not applicable}

IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:  
\$ \_\_\_\_\_, plus any applicable taxes.

V. 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.

VI. 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.

VII. 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.

VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

- 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.
- X. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

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

CITY OF TACOMA:

CONTRACTOR:

By:

By:

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

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Director of Finance: \_\_\_\_\_

City Attorney (approved as to form): \_\_\_\_\_

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





City of Tacoma

City of Tacoma Contract No.: \_\_\_\_\_ Specification No.: \_\_\_\_\_

## General Release to the City of Tacoma

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Contractor Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type or Print Signature Name

# GENERAL PROVISIONS

(Revised October 6, 2018)

## 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 to the particular Division of the Department of Public Utilities of the City of Tacoma 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 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY EMPLOYMENT

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of small business enterprises by establishing goals for their utilization in the provision of construction services, and related goods and/or services, to the City.

#### A. Public Work or Improvement Type Projects and Contracts:

Respondents for public work or improvement type projects and contracts in excess of \$25,000 have an obligation to comply with the requirements set forth in the City's SBE Regulations adopted pursuant to Tacoma Municipal Code (TMC) Chapter 1.07. For further information, contact the City **SBE Office**, 747 Market Street, Room 900, Tacoma, WA 98402. Phone 253-573-2435. Email [SBEOffice@cityoftacoma.org](mailto:SBEOffice@cityoftacoma.org)

Compliance with State Law RCW 35.22.650 is also required. All respondents for public work or improvement contracts (exceeding \$10,000, and \$15,000 for construction of water mains) are required to actively solicit minority and women business enterprise subcontractors. With respect to all such contracts, the Contractor agrees that he/she shall actively solicit the employment of minority group members. Contractor further agrees that he/she shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his/her compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority respondents on the basis of substantially equal proposals. The contractor shall be required to submit evidence of compliance with this section as part of the bid. ALL RESPONDENTS FOR PUBLIC WORK AND IMPROVEMENTS CONTRACTS MUST COMPLETE AND SUBMIT WITH THEIR BID THE FOLLOWING SOLICITATION FORMS CONTAINED IN THE BID SUBMITTAL PACKAGE AND ATTACHED HERETO:

- **SBE Utilization Form** for contracts of \$25,000 or more per TMC Chapter 1.07
- **Prime Contractor's Pre-Work Form** for contracts per RCW 35.22.650

**B. Purchase of Goods and/or Services Contracts:**

Respondents for supply type contracts to which SBE Regulations do not apply have an obligation to demonstrate efforts to ensure equitable participation of minority and women's businesses. Such respondents shall not discriminate against any person on the basis of race, color, creed, sex, age or nationality in employment and are subject to the City's ordinances and regulations prohibiting discrimination. See TMC Chapter 1.50.

Service contracts involving a single trade are also subject to TMC Chapter 1.07, and respondents for such service contracts must submit applicable SBE program forms to be considered for contract award.

ALL RESPONDENTS FOR PURCHASE and/or SERVICES CONTRACTS MUST COMPLETE AND SUBMIT WITH THEIR BID THE FOLLOWING FORM CONTAINED IN THE BID SUBMITTAL PACKAGE AND ATTACHED HERETO:

➤ **Personnel Inventory Form**

Failure to fully complete and submit the required forms with the bid package may result in the bid being declared non-responsive and rejected.

**1.04 RESPONDENT'S BOND OR CERTIFIED CHECK**

Each bid for construction must be accompanied either by a certified or cashiers 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. All bid bonds must be signed by the person legally authorized to sign the bid. 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.

**1.05 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE**

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

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

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

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

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

**1.06 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/](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.

**1.07 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.

**1.08 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.

**1.09 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 requires 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.

**1.10 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 Purchasing Office. The notice may be submitted in person or by mail; however, it must be received by the City's Purchasing 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.

**1.11 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.

**1.12 PUBLIC UTILITY BOARD FINAL DETERMINATION**

The 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.

**1.13 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.

**1.14 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.

**1.15 FIRM PRICES/ESCALATION**

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

**1.16 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.

**1.17 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).

**1.18 EXTENSION OF CONTRACT**

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

**1.19 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.

#### 1.20 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

A. Payment methods include:

1. 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:
    - a. 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.
    - b. Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City's commercial card provider.
  2. 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.
    - a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
    - b. Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
  3. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
  4. 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.

#### 1.21 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.

#### 1.22 PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act. Documents submitted under this Specification are considered public records and, unless exempt from disclosure under the Act, will be made available for inspection and copying by the public in response to a public records request.

If the Respondent considers any submittal document to be exempt from disclosure under the law, the Respondent shall clearly mark on the specific page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET." The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. **Failure to provide an index identifying the location of the material in the submittal that Respondent considers to be protected from disclosure will result in the records being released in response to a request for those records without further notice to Respondent. Marking the entire submittal as "confidential" or "proprietary" or "trade secret" is not acceptable and is grounds to reject such submittal.**

If a public records request is made for disclosure of all or any part of Respondent's submittal **and** Respondent has (i) properly marked and (ii) indexed the material it asserts to be exempt from disclosure, the City will determine whether the material is exempt from public disclosure. If, in the City's opinion, the

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

### **1.23 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, Department of Public Utilities, 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 cashiers check or cash may be substituted for the bonds; however, this cash or cashiers check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

#### **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:

- (a) Proposal pages prevail if they conflict with the General, Special or Technical Provisions.
- (b) Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.
- (c) Technical Provisions prevail if they are in conflict with the General Provisions.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Engineer 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 Superintendent, whose decision shall be final. The word "Superintendent" means the Superintendent of the City of Tacoma, Department of Public Utilities division which is administering the contract.

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

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 ASSIGNMENT AND SUBLETTING OF CONTRACT**

### **A. 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.

### **B. 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.

## **2.07 DELAY**

### **A. 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.

### **B. Unavoidable Delay**

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

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

## **2.08 GUARANTEE**

### **A. Guarantee for Construction, Labor or Services Contract**

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or

responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

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

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

#### **B. Guarantee for Supply Contracts**

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

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

#### **C. Guarantee Period Extension**

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

### **2.09 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.

### **2.10 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT**

If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the 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.

In the event of any such termination, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials,

equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

**2.11 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.

**2.12 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.

**2.13 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.

**2.14 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](mailto: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](mailto:pcardadmin@cityoftacoma.org).

#### **2.15 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.

#### **2.16 Entire Agreement**

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

#### **2.17 Code of Ethics**

The City's Code of Ethics, Chapter 1.46, Tacoma Municipal Code, provides ethical standards for City personnel and also 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.

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[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.

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

#### **3.04 TRENCH EXCAVATION BID ITEM**

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

#### **3.05 CONTRACTOR'S INSURANCE**

The Contractor shall not commence work under this Contract until all required insurance has been obtained and such insurance has been approved by the City of Tacoma, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all insurance required herein has been obtained by Subcontractor. It is the Contractor's responsibility to ascertain that all Subcontractors have the insurance as required by this Contract at all times such Subcontractors are performing the work. The insurance coverages required herein shall be maintained and effective at all times any work including guarantee work is being performed by the Contractor or a Subcontractor.

### **A. Compensation Insurance**

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

In the event any of the work herein is sublet, the Contractor shall require such Subcontractor to fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workers' Compensation. For persons engaged in employment who are not within the mandatory coverage of the state Workers' Compensation laws, the Contractor shall provide and shall cause each subcontractor to provide compensation insurance (including self-insurance if it otherwise meets all requirements of state Workers' Compensation laws), satisfactory to the City, at least equivalent to the benefits provided for covered employment under state Workers' Compensation laws.

### **B. Public Liability and Property Damage Insurance**

The Contractor shall procure and maintain during the life of this Contract, a policy of comprehensive general liability insurance, with an insurance carrier authorized to do business in the State of Washington. The policy shall be approved as to form and content by the City Attorney and shall protect the City of Tacoma from liability imposed by law for damages suffered by any persons arising out of or resulting from acts or omissions in the performance of this contract: (1) for bodily injury or death resulting therefrom caused by accidents or occurrences resulting from any act or omission by the Contractor in the performance of the Contract, and (2) for injury to, or destruction of, any property, including property of the City of Tacoma, and including loss of use. The policy or policies shall include coverage for claims for damages because of bodily injury or death or property damage arising out of the ownership, maintenance or use of any motor vehicle, including hired or non-owned vehicles.

The City of Tacoma shall be designated in said policy as a primary additional named insured and shall be given 30 days written notice of cancellation, nonrenewal, or material change in the coverage provided. Said insurance shall be on a Comprehensive General Liability form with coverages to include Blanket Contractor, Broad Form Property Damage, Personal Injury, Protective Liability and Employers Liability. Limits shall be at \$1,000,000 per occurrence, \$2,000,000 aggregate and for contracts in excess of \$500,000 the minimum coverage limits include Umbrella Excess Liability of \$5,000,000. Further that the City's insurance is excess to any other collectible insurance.

The Contractor shall furnish evidence of the amount of any deductible or self-insured retention under the policy. This must also be approved by the City Attorney if the amount of the deductible or self-insured retention exceeds \$50,000. The City may require the Contractor to furnish evidence of its ability to pay the amount of any deductible or self-insured retention. If the policy provides for a deductible or self-insured retention, the Contractor shall be solely responsible for paying the amount of the deductible or self-insured retention toward the cost of any claim under the policy.

If the Contractor fails to maintain such insurance, the City of Tacoma, at its discretion, may immediately terminate the contract.

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

### **C. Builder's Risk**

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

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

### **D. Proof of Carriage of Insurance**

The Contractor shall furnish and file with the City a certificate of insurance coverage. An up-to-date certificate of insurance must be on file with the City throughout the contract. The City may, at the time the contract is executed or at any other time, require the Contractor to furnish and file with the City a certified true copy of the insurance policy or policies, together with a letter from the insurance carrier verifying that the premium has been paid for the period indicated. The policy or policies shall be approved as to form and content by the City Attorney.

**E. Insurance Documentation**

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.

**3.06 SAFETY**

**A. General**

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

The Contractor shall obtain the necessary line clearance from the inspector before performing any work in, above, below or across energized 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).

**3.07 PROTECTION OF WORKERS AND PROPERTY**

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

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

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

**3.08 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES**

**A. Superintendent to Supervise Contractor's Employees**

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

**B. Character of Contractor's Employees**

The Contractor shall employ only competent, skillful, faithful and orderly persons to do the work, and whenever the Engineer administering the Contract shall notify the Contractor in writing that any person on

the work is, in his or her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall forthwith discharge such persons from the work and shall not again employ him or her on this Contract.

### **3.09 CONTRACTOR'S COMPLIANCE WITH THE LAW**

#### **A. Hours of Labor**

The Contractor and Subcontractors shall be bound by the provisions of RCW Chapter 49.28 (as amended) relating to hours of labor. Except as set forth in 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**

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

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

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

### **3.10 CHANGES**

#### **A. In Plans or Quantities**

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

#### **B. Extra Work**

Any claim or order for extra materials, work and labor made necessary by alterations or additions to the plans or by other reasons for which no price is provided in this Contract, shall not be valid unless the Contractor and Engineer 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. Also, before final payment is made, the Contractor shall be required to:

- A. Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington;
- 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.

## **Special Provisions**

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- 1.02 Calendar of RFB Events
- 1.03 Questions and Requests for Clarification
- 1.04 Acceptance and Responsiveness
- 1.05 Contract Term
- 1.06 Pricing
- 1.07 Delivery Performance / Response Time
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#### **SECTION 2 – PROJECT SCOPE AND SPECIAL PROVISIONS**

- 2.01 Scope of Work
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- 2.05 Bid Bond
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#### **APPENDIX A: CITY FORMS**

- Work Request Form

SPECIAL PROVISIONS

**REQUEST FOR BIDS**  
**Specification No. CT20-0238F**  
**ASBESTOS ABATEMENT AND LEAD BASED PAINT REMOVAL**

**SECTION 1 – PROJECT OVERVIEW / CALENDAR / INQUIRIES**

**1.01 PROJECT OVERVIEW AND PURPOSE**

1.01.1 The City of Tacoma is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City’s needs for asbestos abatement and lead based paint removal on an as-needed basis for up to five years.

1.01.2 The preference is to award a single contract. However, the City reserves the right to split the award, reduce the award, or make no award, if it is in the City’s best interest.

1.01.3 Submittals must comply with these specifications. Failure to comply with all provisions of the RFB may result in disqualification.

1.01.4 This solicitation may be found at [www.tacomapurchasing.org](http://www.tacomapurchasing.org): Navigate to Contracting Opportunities / Public Works, scroll to this RFB and click the word *Specification*.

**1.02 CALENDAR OF RFB EVENTS**

1.02.1 The anticipated schedule of events concerning this RFB, which is tentative and may be altered at the sole discretion of the City, is as follows:

Questions due, 3:00 p.m.	August 12 <sup>th</sup> , 2020
Questions and answers posted on or about	August 17 <sup>st</sup> , 2020
Submittal Deadline	August 25 <sup>th</sup> , 2020
Awardee Selected on or about	September 2020

**1.03 QUESTIONS AND REQUESTS FOR CLARIFICATION**

1.03.1 A pre-bid conference will not be held. Submit written questions and requests for clarification of these specifications by **3:00 p.m., Pacific Time, August 12, 2020**, to Tad Carlson, Purchasing Division, via email to [tcarlson@cityoftacoma.org](mailto:tcarlson@cityoftacoma.org). The City reserves the right to not answer questions received after this date and time.

- A. Please indicate the RFB specification number and title in the email subject line.
- B. Present your questions in MS Word format or directly in the body of the email message. Where applicable, cross reference the specific section of the RFB.

1. The questions will be copied into a Word document. Please keep the formatting simple (e.g., Arial 11, flush left) without the use of tables, headers, footers, multiple fonts, multiple formats, styles, etc.
- C. The City will not accept questions by telephone or fax.
- D. The City will not answer questions marked confidential.
- E. The City will not provide individual answers directly to Respondents.
- F. The City reserves the discretion to group similar questions to provide a single answer.
- G. The City is not responsible for unsuccessful submittal of questions.

1.03.2 Written answers to questions will be posted with the Specification on or about **August 17, 2020**, on the Purchasing website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org): Navigate to *Contracting Opportunities / Public Works*, and scroll to this RFB. A notice will not be posted with the Specification if no questions are received.

1.03.3 To receive notice of the posted answers, you must register as a "[bid holder](#)" for this solicitation. Notices will not be sent if no questions are received.

1.03.4 The answers are not typically considered an addendum. (See Section 1.10)

#### **1.04 ACCEPTANCE AND RESPONSIVENESS**

1.04.1 Respondents agree to provide a minimum of 90 days from the submittal deadline for acceptance by the City.

1.04.2 The City will review submittals to determine compliance with the requirements and instructions specified in this RFB. 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 immaterial irregularities.

#### **1.05 CONTRACT TERM**

1.05.1 The Contract will be for a period of three years from date of award. There is an option to extend up to two additional one-year period upon mutual consent of both parties, subject to the price increase/decrease provisions in Section 1.06 below.

This Contract shall remain open to additional purchases (interlocal, tag-on, and piggyback) by this or other agencies for the full Contract term.

#### **1.06 PRICING**

1.06.1 The City may consider price adjustments at Contract renewal, when presented in advance, under the following conditions:

- A. Contractor shall submit proposed price changes in writing 60 days prior to end of each available renewal period to the contract administrator (contact information

provided after award). Direct written requests for price changes to the contract administrator.

1. Bid submittal prices will establish a base price against which Contractors may request price adjustments at Contract renewal.
  - B. Any proposed price increase to Contract line items must be beyond the control of the contractor and supported by written documentation from the manufacturer or wholesale distributor, indicating new higher cost adjustments in effect.
  - C. The City will adjust price increases only to the amount of cost increase to Contractor.
  - D. The City will not make adjustments for Contractor profit margin.
  - E. The City reserves the right to accept or reject all such price adjustments.
  - F. Compliance with prevailing wage requirements must be maintained.
- 1.06.2 Increase requests may be evaluated against various market conditions, including but not limited to:
- A. Consumer Price Index for Seattle - Tacoma - Bremerton, All Items 1982-84+100, for the comparable period.
  - B. Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average Index for All Items, 1982-84=100, unadjusted (<http://www.bls.gov/ro9/ro9news.htm>) for the comparable period.
  - C. State/federal regulations affecting production costs of the materials, including but not limited to tariffs.
  - D. Volatile commodity market conditions.
  - E. Various producer price or commodity indices.
- 1.06.3 Contractor shall extend the same services at City prices to participating public agencies in accordance with the Interlocal Agreement.

## **1.07 DELIVERY PERFORMANCE / RESPONSE TIME**

- 1.07.1 Contractor shall provide a response to requested services within three business days.
- 1.07.2 Respondents are required to submit a delivery/response timeline to which they commit on the Proposal. Purchase order delivery dates will reflect this timeline. In the event a delivery date or response time is not met, the City reserves the right to purchase these products/services from another source. The City may terminate the Contract if late deliveries/responses persist.

## **1.08 ESTIMATED USAGE**

- 1.08.1 The items and quantities listed on the Proposal are a sample based on past usage and are not a guarantee for any particular order, quantity, item, or dollar volume. The actual hours required may be more or less than noted on the Proposal

- 1.08.2 Any Contract issued as a result of this solicitation is not exclusive. The City reserves the right to purchase from other contractors if the successful Respondent cannot provide the required products or services in a timely manner.
- 1.08.3 This Contract is estimated at \$50,000 annually, based on past history.

**1.09 RESPONDENTS ORIGINATING FROM OUTSIDE THE UNITED STATES**

- 1.09.1 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.

**1.10 REVISIONS TO RFB – ADDENDA**

- 1.10.1 In the event it becomes necessary to revise any part of this RFB, the City will issue addenda to [registered bid holders/planholders](#) and post on the Purchasing website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org): Navigate to *Contracting Opportunities / Public Works Solicitations*, and scroll to this RFB. Failure to acknowledge addenda may result in a submittal being deemed non-responsive.
- 1.10.2 Answers in response to RFB inquiries (see Section 1.03.4 above) are not typically provided as an addendum.

**1.11 CITY CONTACT INFORMATION**

- 1.11.1 All communications concerning this solicitation shall be directed via email to the Purchasing contact:  
    Tad Carlson / [tcarlson@cityoftacoma.org](mailto:tcarlson@cityoftacoma.org)
- 1.11.2 Any Respondent seeking to obtain information, clarification, or interpretations from a City official or City employee other than the Purchasing contact or other purchasing staff member, or any external firm or agency, is advised that such material is used at the Respondent’s own risk. The City will not be bound by any such information, clarification, or interpretation.
- 1.11.3 Contact by a Respondent regarding this solicitation with a City employee other than the Purchasing contact or an individual approved in writing by a Purchasing staff member, or contact with a firm hired by the City to provide consulting services regarding this RFB, may be grounds for rejection of the Respondent’s submittal.
- 1.11.4 NOTE: City employees and persons or firms representing the City will not contact you or seek to advise you on matters pertaining to this RFB, your submittal, or the City’s expectations regarding the proposed work other than as stated in the Request for Bids documents.

**SECTION 2 – PROJECT SCOPE AND SPECIAL PROVISIONS**

**2.01 SCOPE OF WORK**

2.01.1 This contract will provide for the furnishing of all labor, tools, transportation, equipment, and materials for routine and emergency call out on asbestos and/or lead abatement services for use by various City of Tacoma and Tacoma Public Utilities departments. The contract as a result of this specification will provide an on-call asbestos and/or lead abatement contractor to perform asbestos-containing material removal, lead-based paint removal, or other related services for the City by a certified bonded abatement contractor on an 'as needed' basis.

A. Asbestos Abatement:

The work covered by this section includes the removal, encapsulation, encasement, enclosure, and repair of asbestos-containing materials (ACM) which are encountered during demolition, alteration, maintenance, renovation, spill/emergency clean-up, housekeeping, activities associated with this project. The work also requires procedures and equipment required to protect workers and occupants of the regulated area from contact with airborne asbestos fibers and ACM dust and debris. Activities include OSHA Class I, Class II, Class III, and Class IV work operations involving ACM. The work also includes containment, storage, transportation and disposal of the generated ACM wastes.

B. Removal of Paint with Lead:

The work covered by this section includes the removal of paint from but not limited to doors, windows, walls, ceilings, floors, piping or building materials, extent (specific surfaces or components). The paint to be removed/controlled could be in any condition including intact, flaking, chalking, alligatored, chipped, and/or peeling of the lead based paint (LBP). The business should be capable of providing certified lead abatement workers, as some work may be on pre-1978 homes or child-occupied facilities.

2.01.2 This will be a citywide contract for use by all departments within the City of Tacoma's General Government Division and Tacoma Public Utilities (TPU). 'On call' work under this contract will be assigned on a 'job by job' basis by the applicable City department as required.

2.01.3 Certain City tasks will require special care due to their historic nature and listing. Abatement on and at these facilities will require special means and methods (including materials) defined by and under the direction and approval of an architect or designated agency. Payment for such deviations from standard process and materials will be paid under the Force Account designation described in section 1.09.6 of the Standard Specifications for Road, Bridge and Municipal Construction of the Washington State Department of Transportation.

## **2.02 INDIVIDUAL PROJECT COORDINATION**

### **2.02.1 CONCEPT OF CONTRACT**

A. Work to be done will be sent to the certified contractor in the form of a work request attached as Appendix A. The contractor shall provide a detailed estimate showing all tasks necessary to complete the work and the associated labor hours, using bid items with unit measurements.

- B. Labor hours and cost plus equipment will only be used when there are no other applicable bid items available. Labor hours and cost plus equipment shall not be used to supplement work needed to complete other bid items. All tasks shall be identified and totaled to determine the cost of the work.
- C. The contractor shall submit the estimate showing all tasks and labor hours necessary to complete the job. Upon acceptance of the estimate, the City will issue a delivery order to the contractor to do the work. The amount of the approved estimate/delivery order will be full and complete payment for the work.
- D. While the contractor may have input into equipment used and applicable bid items, the final design, material used and applicable bid items shall be as approved and/or directed by the City.

## 2.02.2 ASSIGNMENT OF WORK

- A. Work shall be performed on a job-by-job basis and shall be priced according to the bid submitted. A site walkthrough may be held for each job at the determination of the requesting Department. At the discretion of the requesting Department, each abatement project shall have a work request filled out by the contractor as contained in Appendix A (paragraph 2.02.3 B Billing Plan). Assigned work shall not vary in scope without prior approval of the applicable contact person listed below.
- B. Points of contact for assignment of work will be provided upon award of this bid and may be changed or added to upon written notice from the specific City Division. Work ordered by anyone other than those listed, or delegated the authority in their absence, will not be paid for. Approval must be obtained by applicable City department prior to the commencement of work.
- C. The applicable City department will monitor work that exceeds \$1,000.00 per location, at their discretion. The City reserves the right to assign the bid items used for any work including the use of force account when applicable. If different bid items could be used for a repair, the City reserves the right to determine which bid items are applicable.
- D. It is anticipated the cost of work per location shall not exceed \$25,000. For those projects that may exceed said amount the contract administrator shall be notified via phone at 253-441-4653 or e-mail at [tcarlson@cityoftacoma.org](mailto:tcarlson@cityoftacoma.org).

## 2.02.3 ADMINISTRATION

### A. AUTHORITY

The City inspector, engineer, and/or project lead in coordination with the contractor shall make all measurements and determine all quantities and amounts of work done for payments under the contract. Should a specific project extend past 30 days, progress payments may be made to the contractor with prior written approval of the requesting Department. The project engineer/project lead shall make an estimate of the work completed or done by the contractor. The engineers/project lead determination of progress payments shall be conclusive.

## B. BILLING PLAN

Each abatement project shall have a work request filled out by the contractor. (See Appendix A attached) The total price of the work shall be as shown on the work request. The only addition of costs shall be the difference between estimated costs for material and actual costs of materials purchased using the cost plus bid item, estimated costs for permits and the actual costs of permits, and change orders approved in writing due to a change in the scope of work. Once a job is complete, the contractor shall submit a one-time invoice. All receipts for items to be reimbursed under the cost plus bid item shall be attached to the invoice before payment will be approved.

Unless otherwise specifically requested by the requesting department, invoices shall be emailed to [accountspayable@cityoftacoma.org](mailto:accountspayable@cityoftacoma.org).

## C. 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.

The City reserves the right to increase, decrease or delete those quantities of any bid item without being responsible to the contractor for anticipated profits. The only moneys due the contractor for deleted work would be for equipment already rented.

### 2.02.4 CONTRACT PRICE

The unit price and hourly cost for an abatement worker shall include overhead profit, vehicle, standard tools, as well as the cost of administration. Contractor shall list standard tools they possess and include list with their bid. The unit bid price "abatement worker" hourly cost will be for time logged in on-site at Project Office, as applicable, to time logged out. When the abatement worker is on premises for a full day's work, a 30- minute lunch period will be assumed in lieu of signing in and out for lunch break. The contract price is an estimate of anticipated work. Actual payments will be based on actual work completed.

A per diem rate is listed for work at Cowlitz, Cushman, Nisqually, Wynoochee Hydro Projects or Tacoma Water Headworks and will be per abatement working crew and will include all costs associated with driving to and from site. Once at site and beginning with initial time of performance, payment for abatement worker's time will be by hourly basis as listed in the proposal. With prior approval of the City, recreation vehicles may be stored on the above sites if requested by the contractor in advance for the term of a project only.

All invoices shall include each proposal item; work performed during the previous two (2) week period, total contract amount for each proposal item and City accounting for the project. Separate accounts may be issued if abatement worker is working on more than one project concurrently.

## 2.02.5 PROJECT ENGINEER

Construction management for this project, with whom the contractor shall coordinate all their activities, will be assigned at the pre-construction meeting. There will be individual managers for Tacoma Power, Public Works Facilities Management, Solid Waste Management, Building and Land Use Services (BLUS), and HR Safety once the notice to commence work is issued. Any changes to these specifications or plans shall be approved by the contract administrator prior to commencing any work.

Bidder inquiries may be directed Tad Carlson, Senior Buyer, Purchasing, [tcarlson@cityoftacoma.org](mailto:tcarlson@cityoftacoma.org).

## 2.02.6 MEETINGS

### A. PRE-CONSTRUCTION MEETING

Following award of the contract, the contract administrator will notify the selected bidder(s) of the time and date of the pre-bid meeting to be held at Tacoma Public Utilities Administration Building, 3628 South 35th Street, Tacoma, Washington. Pending the end of the "Stay home, Stay Safe" order, meetings will be held by conference call or virtual meeting platform.

This meeting will be conducted to review specific scope of work, method of abatement procedures and billing requirements.

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 contract administrator 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 become part of the project file.

#### Documents Required at Preconstruction Conference

- i. Work Hazard Analysis Report
- ii. Current List of Subcontractors
- iii. Name of Job Superintendent
- iv. List of Number of Workers, Equipment List (such as negative air machines, decontamination facilities, disposable clothing, respirators, polyethylene sheeting, water filters, etc.) and Working Site Layout or Requirements.
- v. A detailed plan describing the procedures proposed for use in complying with the requirements of the project specifications. The plan shall include the location and layout of decontamination areas, the sequencing of asbestos work and methods to be used to assure the safety of building occupants, workers, and visitors to the site. The plan shall also include methods for controlling visible emissions in the work area and the containerization of asbestos/lead debris
- vi. Documentation that the contractor is currently licensed by the State of Washington for asbestos abatement. NOTE: License documentation

is mandatory prior to beginning any work and shall remain in effect at all times while performing abatement work for the City of Tacoma. If at any time this certification should lapse the contractor must notify the City of Tacoma in writing within 5 business days.

- vii. Certificates of asbestos/worker/supervisor for each employee of the contractor who will be on-site. All asbestos abatement workers and supervisors performing work on City of Tacoma properties must maintain their asbestos certifications.
- viii. All employees actually performing work shall have current certificates/cards and shall be provided by the contractor prior to the commencement of each project.
- ix. Documentation of respirator training and fit testing for each employee of the contractor who will be on the site. Fit test documentation shall be > or = to 12 months old at the end of the project.
- x. A listing of authorized personnel to be granted access to work area. The names and numbers of person(s) to be contacted on behalf of the contractor in case of emergency.
- xi. Material Safety Data Sheets (MSDS) for all chemicals that will be used or that will be present at the job site.
- xii. List of certified landfills and laboratories the contractor shall use. The contractor shall use laboratories for analysis of bulk and air samples that are currently qualified and participating in a nationally recognized testing program such as NVLAP of the NIST or an equivalent Round Robin test testing program.

#### B. SITE MEETINGS

The various departments will schedule meetings on an as-needed basis during the contract period. Attendance is required of the contractor, site superintendent and major subcontractors at all such meetings. The engineer and/or project lead will discuss the need for site meetings with the contractor during the pre-construction meeting. Agenda will follow the same format as the pre-construction conference for applicable items.

Minutes of any site meeting will be sent to the contractor and all meeting attendees. Recipients of the 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. PERFORMANCE REVIEWS

At the determination of the contract administrator the contractor(s) is required to attend a review of their performance under this contract at no less than each 6 month contract period. The contractor will be notified of the time and location of the meeting. Each user department will complete the Contractor Performance Review form contained in this specification and will be reviewed with the contractor(s). In addition to Section 2 paragraph 2.10 of the General Provisions, the City reserves the right to terminate the contract if the contractor receives unacceptable reviews and/or fails to comply with the requirements of this

specification. The City will be the sole judge of the contractor's ability to meet the requirements of this paragraph.

#### 2.02.7 SITE SHOWING/WORK CONDITIONS

- A. By entering into a contract pursuant to these specifications, the contractor represents that he/she is fully certified as an asbestos and lead paint abatement contractor and is familiar with local City, State and County standards for asbestos containing-material and lead-based paint removal. It is the responsibility of the contractor to be familiar with State, City, and counties requirements and comply with them whether they are stated in the specification or not.
- B. 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 or abatement 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.
- C. At the time of award, current standards for the City/County where the work is being completed are all adopted as part of the contract and requirements whether they are specifically listed or not. The concept of a contract pursuant to these specifications is that a company in the asbestos and lead paint abatement business knows the standards and is responsible to meet them for the various jurisdictions.

#### 2.02.8 COMMENCEMENT, PROSECUTION AND COMPLETION

- A. The contractor will be required to complete the contract documents 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.
- B. Work under this contract work may not be continuous, and several months may go by before work may be available for each contractor.

#### 2.02.9 COORDINATION WITH OTHERS

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.

The contractor shall also be responsible to minimize disruptions to building occupants during working hours 6:30 a.m. to 6:00 p.m., Monday through Friday.

Contractor shall provide temporary facilities and make temporary modifications as necessary to keep the existing facilities in operation during the construction period.

#### 2.02.10 LIMITATION OF CONTRACTOR'S WORK AREA/USE OF PREMISES

- A. City will continue occupancy during all work
- B. Contractor shall comply with all security and access control requirements

#### 2.02.11 UTILITIES

##### A. Electric Service

Where available the City will furnish without charge to the contractor 120 volt single phase power at the project sites or at a location specified by the engineer for the contractor's use. The contractor will furnish and maintain all necessary extension cords and adapters in accordance with the applicable rules and regulations. No metering will be required.

##### B. Telephone Service

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

##### C. Water

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

##### D. Sanitary Facilities

Public rest rooms may be available at the project site or the contractor can use the rest rooms available at the project site. Coordinate use of these rest rooms with the project manager to ensure they are kept clean. Should the contractor fail to maintain the rest rooms, the contractor will be required to furnish sanicans at their own expense.

In the absence of public rest rooms at the project site, housing shall be provided by the contractor for the sanitary necessities of all persons employed on each project; beginning with the first person employed and shall be the chemical type. The Sanitation Laws of the State of Washington and any applicable county/city shall be complied with.

#### 2.02.12 SECURITY AND ACCESS

The contractor shall follow all requirements of City of Tacoma, Department of Public Utilities, and Tacoma Power's security program(s).

#### 2.02.13 DIFFERING SITE CONDITIONS

The contractor shall promptly, and before conditions are disturbed, notify the engineer or his/her 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 and/or project lead 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/Lead 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.

#### 2.02.14 CONTRACT WORK TIMES

- A. Contract work times shall be Monday through Friday, 7:00 a.m. to 4:30 p.m., excluding holidays, or as otherwise approved by the City. Work times vary from site to site.
- B. The contractor shall also be responsible to minimize disruptions to building occupants during working hours 6:30 a.m. to 6:00 p.m., Monday through Friday.
- C. 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.
- D. However, if the City orders work to be performed on overtime, all City employees' overtime costs will be at no expense to the contractor.

#### 2.02.15 SPECIFICATIONS AND DRAWINGS

- A. Drawings, attached to these specifications, are made a part of the contract:
- B. Drawings for Construction

Drawings, if required for specific projects, will be provided on a job by job basis by the project lead. The contractor shall keep on the job site a full-size copy of the drawings and the specifications, and shall, at all times, give the engineer access thereto.

- C. Drawings for Reference

Title

Tacoma Power Projects Location Maps

Tacoma Power Service Area

Tacoma Water - Water Supply System

#### 2.02.16 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.

#### 2.02.17 INSPECTION, TESTING AND CERTIFICATION

Construction inspection for the City will be performed by the engineer and/or project lead from the various departments or others as the City may designate and as the construction situation may dictate. The City inspector will be responsible for insuring that the contractor is complying with the contract plans and specifications.

#### 2.02.18 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).

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, he 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, less than seven (7) days from receipt of said Directive. Should no Change Order Proposal be received by the City within seven (7) days, such claim for extra cost or time shall be presumed to be dropped. Directives are numbered by the City.

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.

## **2.03 MINIMUM REQUIREMENTS**

### **2.03.1 QUALIFIED CONTRACTORS**

Experience and success of both company and superintendent completing at least three successful projects of similar scope, complexity and overall cost, over the past five years. A detailed list of completed, comparable projects with current list of contacts shall be submitted with the bids. On-site supervisor shall have at least two years of asbestos abatement experience and at least three years of construction supervision in the last 5 years.

Bids of inexperienced contractors and those who have failed to properly perform other contracts will be rejected for such cause. The bidder must complete the Contractor's Record of Prior Contracts form attached to this specification at the time of submitting his/her bid. The City will be the sole judge of the bidder's ability to meet the requirements of this paragraph.

Bidders must be currently certified by the State of Washington for asbestos abatement at the time of their bid submittal.

The contractor must be proficient in abatement of both friable and non-friable asbestos from a variety of equipment and locations including but not limited to: locomotives; hydroelectric projects; residences; office buildings; etc.

The contractor must be capable of supplying adequate staff to complete City of Tacoma projects within the dictated timeline.

### **2.03.2 QUALIFIED SUPERINTENDENT**

The contractor shall employ a competent superintendent who shall be present at the project site at all times during the entire progress of the work. The superintendent shall be on site even when only a subcontractor is working, unless otherwise approved by the engineer. The superintendent shall be satisfactory to the contractor and shall have full authority to act on his behalf. It will be the superintendent's responsibility to have a set of plans and specifications on the project site during the progress of the work. The superintendent shall mark or record on the plans all changes made during construction. Such "as-built" plans shall be available to the engineer at all times and shall be delivered to the engineer upon completion of the work.

A minimum of three documented years' experience in construction supervision by superintendent. Bidders shall submit a resume of named superintendent or primary contact with their bids.

## **2.04 WARRANTIES**

2.04.1 All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one-year period. Supplier warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, Supplier shall replace the product at their own expense, including shipping charges. Any replacement product will be warranted for one year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

## **2.05 BID BOND**

2.05.1 The attached Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by representatives of the surety company unless the bid is accompanied by a certified check or cashier's check.

A. If a Bid Bond is used, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than five percent (5%) of the total amount bid; and, if shown in dollars and cents, the amount of said Bid Bond must be not less than the required five percent; or in lieu of dollars and cents, the bond may be completed by inserting therein, "five percent of the amount of the accompanying proposal." Bid Bonds will not be returned. Bid Bond should be submitted electronically with bid submittal. Hard copies should be postmarked no later than August 25, 2020 and mailed to:

Tacoma Purchasing  
3528 S 35th St  
Tacoma, WA 98409

B. If a certified or cashier's check is provided by the successful Respondent(s), the amount of their check will be refunded after award of the Contract, City's receipt of the signed Contract, and acceptance of the Performance Bond, if applicable. Unsuccessful Respondents providing certified checks will be refunded the amount of their check upon award of the Contract.

## **2.06 PREVAILING WAGES**

2.06.1 State of Washington prevailing wages apply to public work conducted within Washington boundaries ([39.12 RCW](#)).

A. Washington prevailing wage rates for King, Pierce, Thurston, Mason, Lewis and Grays Harbor Counties apply to this project per WAC 296-127 and RCW 39.12.

2.06.2 Contractor shall comply with Washington law regarding prevailing wages. Contractor shall pay and require any contractors and subcontractors to pay prevailing wages in accordance with the provisions of [39.12 RCW](#), as amended, relating to prevailing wages and fringe benefits. These rules apply to any contractor doing business with the City, including owner/operators.

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

A. If a contract project is not awarded within six months of the submittal deadline, the award date is the effective date.

2.06.4 Prevailing wage rates shall be updated to the newest rates at a minimum of each 12 month contract and/or renewal period.

2.06.5 The following links may be used to access prevailing rates of pay, overtime codes, and the Benefit Code Key:

A. *JOURNEY LEVEL* - <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

B. *APPRENTICES* - <https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx>

C. A copy of the applicable prevailing wage rates and Benefit Code Key are also available for viewing at the City of Tacoma Purchasing Division office, located at 3628 S 35<sup>th</sup> Street, Tacoma, WA. As the building is currently closed to the public, copy can be obtained upon request to the Purchasing Contact:

Tad Carlson, [tcarlson@cityoftacoma.org](mailto:tcarlson@cityoftacoma.org)

2.06.6 The Contractor shall submit to the City the following Department of Labor and Industries. (L&I) forms for itself and for each firm covered under [39.12 RCW](#) that provided work and materials for this Contract:

A. A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form number [F700-029-000](#). The City will make no payment under this Contract for the work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the City.

1. A Statement of Statement of Intent to Pay Prevailing Wages MUST be filed with the Washington Department of Labor & Industries upon award of contract and annually at the anniversary of the contract.

B. A copy of an approved Affidavit of Prevailing Wages Paid, L&I form number [F700-007-000](#).

The Contracting agency will not grant completion or release retainage held under chapter 60.28 RCW until all approved Affidavit of Wages paid for Contractor and all subcontractors have been received by the City.

1. An Affidavit of Wages Paid MUST be filed with the Washington Department of Labor & Industries annually until completion of the Contract.

2.06.7 Additional information regarding these requirements can be obtained by contacting the Department of Labor & Industries, Prevailing Wage at 360-902-5335 or visiting their website at <http://www.lni.wa.gov/TradesLicensing/PrevailingWage/default.asp>.

2.06.8 Wage Determinations. It is the Contractor's sole responsibility to determine the category of prevailing wages it will have to pay. If more than one category of work is applicable to the Project, Contractor shall list them on the "Statement of Intent to Pay Prevailing Wages." If Contractor is employing labor in a class not listed on the state schedule, Contractor shall contact the Industrial Statistician of the Washington Department of Labor and Industries to determine the correct wage rate for that class and locality. The Statistician's decision shall be final, conclusive, and binding on all parties.

## **2.07 PERFORMANCE AND PAYMENT BONDS**

2.07.1 A performance bond, including power of attorney, and a payment bond are required, each in the amount of 25 percent of the Contract total, plus applicable tax. This is a post award requirement.

A. The City's bond forms must be used.

B. Both bonds must be executed by a surety company licensed to do business in the state of Washington.

C. Any costs associated with acquiring bonds will not be reimbursed or paid as a separate line item.

D. For a supply-type contract, a certified or cashier's check or cash may be substituted for the bond; 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.

## **2.08 RETAINAGE**

The city shall withhold retainage in accordance with 60.28 RCW.

## **2.09 INSURANCE**

2.09.1 Contractor shall provide, and keep current for the life of the Contract, a certificate of insurance per the attached requirements.

2.09.2 Respondents are encouraged to furnish requirements to their surety for review prior to bidding.

2.09.3 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.

**APPENDIX A**

**ASBESTOS/LEAD ABATEMENT CONTRACT WORK REQUEST FORM**

Purchase Order No. \_\_\_\_\_ Delivery No. \_\_\_\_\_

**DEPARTMENT/DIVISION NAME: \_\_\_\_\_**

**ORIGINATOR/REQUESTOR:** \_\_\_\_\_ **PHONE NO.** \_\_\_\_\_

**DATE REQUESTED:** \_\_\_\_\_ **REQUESTED BY:** \_\_\_\_\_

**WORK REQUESTED AND LOCATION:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DRAWINGS OR OTHER REFERENCES:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR**

**COST ESTIMATE LABOR:** \_\_\_\_\_

**COST ESTIMATE EQUIPMENT RENTAL MARK-UP:** \_\_\_\_\_

**PER DIEM:** \_\_\_\_\_

**TOTAL COSTS:** \_\_\_\_\_

**PLANT ENGINEERING AND SERVICES**

**COST ESTIMATE APPROVED:** \_\_\_\_\_

**DESIRED START DATE:** \_\_\_\_\_ **DESIRED FINISH DATE:** \_\_\_\_\_

**ACCOUNTING NOS.:** \_\_\_\_\_

**SCHEDULE AND COSTS**

**ACTUAL START DATE:** \_\_\_\_\_ **ACTUAL FINISH DATE:** \_\_\_\_\_

**PLANNED COST:** \_\_\_\_\_ **ACTUAL COST:** \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR PRINTED NAME

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
CITY APPROVAL

# **SECTION 01550 - ASBESTOS REMOVAL**

## **PART 1 GENERAL**

### **1.1 SECTION INCLUDES**

This work in this section includes all work that will require disturbance and/or complete removal of asbestos-containing materials.

The City has performed an analysis on a variety of areas of the project described in this specification. Test results are included for informational purposes. It is expected that additional locations, not accessible to City inspectors, contain asbestos. Additional asbestos found at the site, but not specifically detailed, shall be removed per the attached specifications. The cost shall be incidental to the contract.

### **1.2 TEST RESULTS**

A list of asbestos containing materials including the type of asbestos and concentration has been identified by Tacoma Power and is attached as an appendix to this specification.

### **1.3 CODES, LAWS AND REGULATIONS**

All laws, codes and regulations shall be followed for disturbance and/or removal of asbestos, including, but not limited to the following:

- A. Washington State Department of Labor and Industries (Worker Training) Chapter 59.26 RCW
- B. Environmental Protection Agency (EPA) - Title 40 Code Federal Regulations (CFR), Parts 61.20-61.25, Subparts A and B, National Emission Standard for Asbestos, Asbestos Stripping Work Practices and Disposal of Asbestos Stripping Work Practices and Disposal of Asbestos Work.
- C. Occupational Safety and Health Administration (OSHA) Regulation 1910.1001, Asbestos, Title 29 CFR, and in particular 1910.1001(f), Monitoring, and Subpart 1, Personal Protective Equipment.
- D. Washington Industrial Safety and Health Administration (WISHA) Regulation WAC 296-62 and subsection 296-62-07517, Asbestos.
- E. American National Standards Institute (ANSI) Standard Z88.1-1969 "American National Standards Practice Respirator Protection", latest edition, and ANSI Standard 29.2, "Certification of Compliance for Asbestos Removal Equipment"
- F. Local Health Department, all current regulations.
- G. Uniform Building Code (UBC), current regulations as applicable.
- H. National Institute for Occupational Safety and Health (NIOSH), 30 CFR, Part II, Respirators.
- I. Regulations Issued by the Washington State Department of Ecology.
- J. Regulations Issued by the Local Air Pollution Control Agency.

### **1.4 SUBMITTALS**

The contractor shall submit the following items prior to disturbing any asbestos materials:

- A. Drawing on 22-inch by 34-inch vellum showing exact locations of asbestos-bearing materials prior to disturbing any asbestos. This drawing shall note action to be taken by the contractor at all locations where asbestos is to be disturbed and/or removed.
- B. Planned, detailed course of action for asbestos removal.
- C. Schedule of asbestos removal.
- D. Contingency plans for asbestos uncovered during demolition.

## **PART 2 PRODUCTS**

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**NOT USED**

## **PART 3 EXECUTION**

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### **3.1 GENERAL**

- A. All asbestos work shall be performed by workers certified by Washington State Department of Labor and Industries as having successfully completed a state approved training course, conforming to Chapter 59.26 RCW.
- B. The contractor shall follow all requirements of the above codes and regulations to protect all people who may enter the area during abatement.
- C. All requirements of the local Health Department shall be followed at all times.
- D. All requirements of regulations issued by the Washington State Department of Ecology shall be followed at all times.
- E. The contractor shall furnish, and require use of, respiratory equipment and special protective clothing for employees exposed to asbestos-containing materials.
- F. The contractor shall remove, encapsulate, and dispose of all asbestos disturbed under this contract. All disposal of asbestos wastes shall be as described by the local Air Pollution Control Agency.
- G. Contractor shall obtain and maintain all necessary permits for the life of this contract including, but not limited to, local Air Pollution Control Agency and Health Department permits.
- H. Contractor shall coordinate the project according to the submitted schedule and at the direction of the project engineer to avoid unnecessary impact on ongoing activities.

**END OF SECTION**

## **SECTION 01750 – LEAD-BASED COATINGS AND OTHER HAZARDOUS MATERIAL MANAGEMENT**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

The activities in this section shall include all work that will require handling, storage, sampling, disturbance, removal, transportation, and/or disposal of hazardous materials and hazardous wastes which may include; soil, hazardous substances, and lead-bearing materials.

- A. This section is to establish minimum practices to be used for the removal and disposal of lead-based coatings and other hazardous materials that may be encountered, and/or generated by the contractor.
  - 1. All non-hazardous solid wastes generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-350.
  - 2. All hazardous materials and wastes generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-303.
- B. The City, with the aid of a consultant, has performed an analysis on a variety of areas on different items listed in the proposal. Test results are available upon request. The contractor shall assume the following:
  - 1. Additional locations, which were not accessible at time of inspection, may contain lead or other hazardous materials, and as such may require additional sampling and analysis by the contractor for determination of proper handling and disposal requirements as prescribed in paragraph B.2.
  - 2. All areas where soils will be disturbed and/or removed must be evaluated for lead and arsenic toxicity prior to beginning excavation. Soil evaluation will be consistent with the guidance and requirements identified by the Tacoma-Pierce County Health Department (TPCHD) Waste Disposal Authorization (WDA) Required Analysis/Analysis Conducted (RA/AC) standards (<https://www.tpchd.org/home/showdocument?id=944>).
  - 3. All lead and other hazardous material coatings found on the different items listed in the proposal, but not specifically detailed, shall be removed or prepared per the attached specifications.
  - 4. The cost of removal, handling, storage, sampling, analysis, transportation, and disposal of hazardous materials and hazardous wastes as part of the execution of this contract shall be incidental to the specific proposal item.

#### **1.2 MANAGEMENT AND ANALYSIS OF COATINGS, SOILS, AND HAZARDOUS WASTES**

##### **A. COATINGS**

- 1. The contractor shall be responsible for the sampling and analysis of all waste materials (waste streams) generated from any coatings removal efforts regardless of whether the coating had previously been tested.

2. Testing shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved Methodologies for all testing required for waste determination. At a minimum testing shall include total metals for Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, Silver, Nickel, Copper, and Zinc. TCLP, pH, and Flash Point testing may also be required depending on metals concentration or coating composition.
3. The contractor shall be responsible for determination of Washington State Regulated waste and EPA Hazardous waste characterization of the waste stream based on laboratory analysis results. The contractor shall report all proposed waste characterizations with the engineer prior to any waste transportation and/or disposal efforts are performed.
4. Unless determined otherwise, all paint chip debris and associated materials (e.g. tarps, protective clothing, and gloves) must be managed as a hazardous waste and disposed of in accordance with the standards in WAC 173-303.
5. The contractor shall report all proposed coatings associated waste disposal locations with the engineer prior to any waste transportation and/or disposal efforts are performed.
6. Testing and waste characterizations may not be required if the waste materials are managed under a Department of Ecology approved recycling exemption (e.g. recycling of scrap steel without removal of coating, recycling of used concrete)

#### B. SOILS

1. The contractor shall be responsible for the testing all soils that will be removed from the site following tower demolition and prior to soil excavation activities to ensure appropriate handling, transportation, and disposal.
2. Soils must be sampled in accordance with the TPCHD WDA RA/AC standards (<https://www.tpchd.org/home/showdocument?id=944>).
3. All managed soils must be sampled for lead and arsenic at a minimum, and transported to a Washington State Department of Ecology accredited laboratory for analysis via EPA Method SW846 - 6010B. Supplemental sampling and analysis may be required if the contractor has reason to suspect that additional contamination may be present. Refer to the aforementioned TPCHD WDA RA/AC standards for parameters and required analytical methods.
4. Unless determined otherwise through laboratory sampling results, all soils must be managed as a hazardous waste and handled in accordance with the standards in WAC 173-303.
5. If determined to be non-hazardous, soils may be managed in accordance with the standards in WAC 173-350.
6. The contractor shall report all hazardous and non-hazardous waste determinations and proposed soil disposal locations with the engineer prior to any soil transportation and/or disposal efforts are performed.

### C. HAZARDOUS MATERIALS/WASTES

1. The contractor shall be responsible for the sampling and analysis of all waste materials (waste streams) generated from any coatings removal efforts regardless of whether the coating had previously been tested
2. Hazardous wastes must be sampled, analyzed, and profiled in accordance with Washington Department of Ecology waste designation requirements as codified in WAC 173-303.
3. Testing shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved Methodologies for all testing required for waste determination. At a minimum testing shall include total metals for Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, Silver, Nickel, Copper, and Zinc. TCLP, pH, VOC, and Flash Point testing may also be required depending on waste stream composition
4. The contractor shall report all proposed waste characterizations with the engineer prior to any waste transportation and/or disposal efforts are performed
5. The contractor shall be responsible for appropriately handling, transporting and disposing of all hazardous wastes generated and/or encountered under this contract.
6. The contractor shall report all proposed hazardous waste disposal locations with the engineer prior to any soil transportation and/or disposal efforts are performed.
7. Testing and waste characterizations may not be required if the waste materials are managed under a Department of Ecology approved recycling exemption (e.g. recycling of scrap steel without removal of coating, recycling of used concrete)

### **1.3 CODES, LAWS AND REGULATIONS**

The following laws, codes, and regulations shall be followed for the removal of soils, hazardous materials, and lead-bearing materials:

- A. Washington State Department of Labor and Industries Chapters 296-155 WAC, 296-24 WAC, 296-62 WAC
- B. Washington State Department of Ecology Chapters 173-303 WAC, 173-304 WAC, 173-350 WAC
- C. Code of Federal Regulations Chapters 29 and 40.

### **1.4 SITE WORK AND EMPLOYEE HEALTH**

The U.S. Occupational Safety and Health Administration (OSHA) considers any detectable concentration of lead to be a potential hazard during construction activities. For work on building components containing lead that may result in personnel exposures, the contractor must assess the hazard. Based on the assessment, and previous similar work and exposure monitoring results, the contractor may have to ensure and/or provide any or all of the following for employees, according to OSHA 1926.62 and applicable regulations under the Washington Administrative Code (WAC).

A. COMPETENT PERSONS

1. All persons involved with planning and performing stages of the work where airborne lead exposure exists shall be competent, knowledgeable, and have training and experience in jobs involving lead exposure.
2. All employees working on site shall have been provided with current training and have experience in work involving lead exposure prior to the commencement of any work.

B. EMPLOYEE TRAINING AND INFORMATION

1. All employees exposed to airborne lead shall be provided with information and training on hazards of lead and measures for controlling these hazards and protection of health.
2. All training shall follow at a minimum WAC 296-155-17625 and WAC 296-62-3040.

C. MEDICAL MONITORING OF EMPLOYEES

1. All employees involved with coating removal containing lead will be biologically monitored.
2. Any employee with elevated blood lead level shall be temporarily removed from all job duties involving exposure to airborne lead above permissible limits.
3. All monitoring shall follow WAC 296-62-3050 at a minimum.

D. PERSONAL HYGIENE FACILITIES

1. Clean change areas will be provided for all personal change items where airborne lead exposure exceeds permissible exposure limits.
2. The clean change area shall be equipped with storage facilities for lead contaminated clothing and equipment.
3. All employees exposed to airborne lead above permissible limits shall be provided with a station to wash their hands and face at a minimum.
4. Personal hygiene facilities shall follow WAC 296-24 Part B-1 and WAC 296-155-17619.

E. PROTECTIVE CLOTHING AND EQUIPMENT

1. Protective clothing and equipment shall be worn by all employees working within areas where lead exposure is above permissible limits.
2. Protective clothing and equipment shall follow the requirements of WAC 296-24 and WAC 296-155-17615.

F. CONTAINMENT AREA FOR WASTE MATERIALS

1. An area shall be approved by the engineer for the storage of hazardous waste materials on site.
2. This location shall be free from traffic or other potential hazards that may displace or damage storage containers.
3. All site control shall follow WAC 296-62-3030 and WAC 173-303 at a minimum.

## G. EXPOSURE LIMITS

1. The contractor shall maintain records of monitoring system for employee exposure of the constituents listed below.
2. The contractor shall remove the employee from work and notify the engineer within 24 hours if any of the limits set below are exceeded.
3. The contractor shall begin work again upon notification from the engineer once the problem has been corrected.
4. Exposure limit practices shall follow WAC 296-155-17623 and record keeping shall follow WAC 296-155-17629.\*
5. Airborne Lead: Shall follow CFR 1926.62. PEL = 50  $\mu\text{g}/\text{m}^3$  (based on 8 hour TWA)\* Action Level = 30  $\mu\text{g}/\text{m}^3$  (based on 8 hour TWA)\* WAC 296-155-17606 shall be followed.
6. Airborne Chromium: Shall follow CFR 1910.1000. PEL = 500  $\mu\text{g}/\text{m}^3$  (based on 8 hour TWA)\* Action Level = 2500  $\mu\text{g}/\text{m}^3$  (based on 8 hour TWA)\*.
7. Airborne Cadmium: Shall follow CFR 1910.1027. PEL = 5  $\mu\text{g}/\text{m}^3$  (based on 8 hour TWA)\* Action Level = 2.5  $\mu\text{g}/\text{m}^3$  (based on 8 hour TWA)\*.

## H. SIGNS FOR WORK AREA

1. Work areas shall be posted with visible signs for the presence of airborne lead or other hazardous waste materials.
2. The signs will be posted in areas that are outside of the work area and fall below permissible levels of airborne lead or other contaminants.
3. Site signs shall follow WAC 296-155-17627 at a minimum.

## **PART 2 EXECUTION**

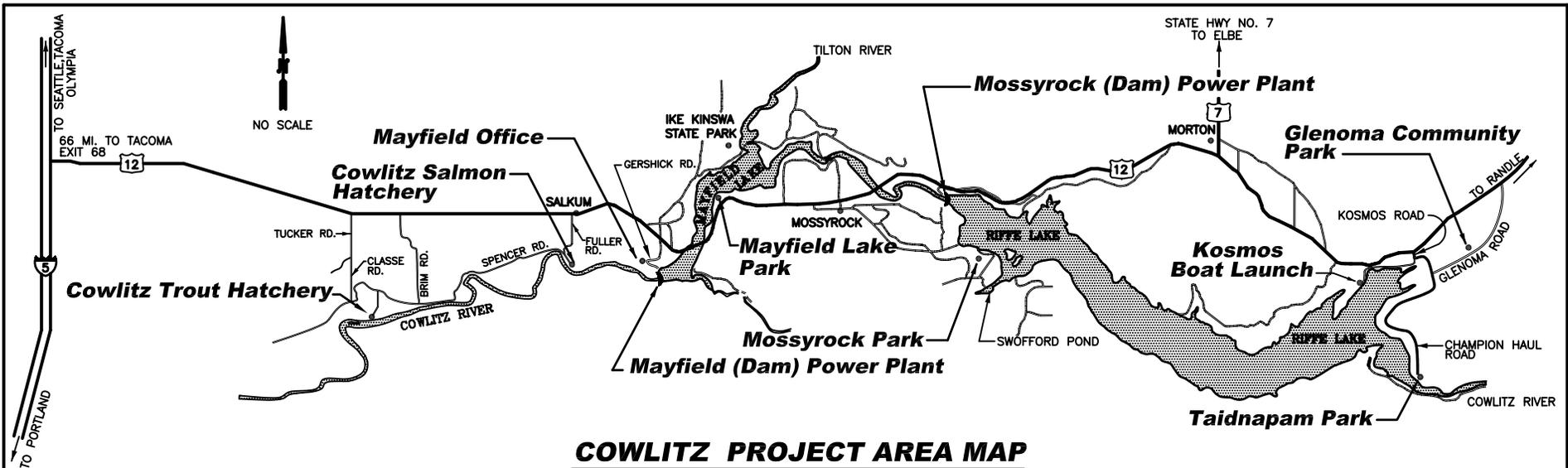
### **2.1 GENERAL**

- A. The contractor shall perform a baseline study for each work area where hazardous materials will be disturbed.
  1. The contractor shall include all aspects of the environment local to the job site.
  2. The contractor shall submit a plan showing test locations and results to the engineer prior to commencement of work involving the disturbance of hazardous materials at the job site.
  3. Upon completion of work, including demobilization, the contractor shall perform a post-baseline study and shall submit the study to the engineer.
  4. The City will not make final payment for work until the engineer has received and reviewed the post-baseline study.
- B. All lead and hazardous waste removal work shall be performed by workers that have completed all required training activities and are knowledgeable in the removal of lead and hazardous waste materials.

\* Or as established by Federal, State or local regulations or requirements.

- C. The contractor shall follow all requirements of the above codes and regulations to protect all people who may enter the work area during lead or other hazardous waste removal.
- D. All requirements of the county departments of health shall be followed at all times.
- E. The contractor shall furnish and require use of respiratory equipment and special protective clothing for all employees exposed to airborne lead and other hazardous materials.
- F. The contractor shall be responsible for the removal, encapsulation and disposal of all lead and other hazardous waste materials disturbed, managed, and/or generated under this contract.
- G. The contractor shall include a copy of their lead abatement program, management policies and procedures in the Contractor's Work Hazard Analysis Report. The Report shall be submitted to the City prior to the preconstruction conference in accordance with Section 01500 – Construction Facilities and Temporary Controls.

**END OF SECTION**



## COWLITZ PROJECT AREA MAP

### DIRECTIONS-

#### COWLITZ TROUT HATCHERY

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE 7 MI., TURN RIGHT ONTO TUCKER RD. (GROCERY STORE WILL BE ON THE LEFT). FOLLOW TUCKER RD. 1.5 MI., VEER LEFT ONTO CLASSE RD. AT "T" TURN LEFT ONTO SPENCER RD. FOLLOW SPENCER RD. 2 MI. AND TURN RIGHT ONTO COWLITZ GAME FISH HATCHERY DRIVEWAY. FOLLOW DRIVEWAY .75 MI. TO HATCHERY.

#### COWLITZ SALMON HATCHERY

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE 12 MI., TURN RIGHT ONTO FULLER RD. FOLLOW FULLER RD. TO "T". TURN LEFT AND TRAVEL 1.1 MI. CONTINUE DOWNHILL TO SALMON HATCHERY.

#### GLENOMA COMMUNITY PARK

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE APPROXIMATELY 40 MI. AND TAKE A RIGHT TURN ON KOSMOS ROAD AND FIRST LEFT ONTO IMPROVED DIRT ROAD (CHAMPION HAUL ROAD). FOLLOW CHAMPION HAUL ROAD APPROXIMATELY 3/4 MILE TO FIRST LEFT, GLENOMA ROAD. TRAVEL APPROXIMATELY 1/2 MILE TO PARK.

#### KOSMOS BOAT LAUNCH

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE APPROXIMATELY 40 MI. AND TAKE A RIGHT TURN ON KOSMOS ROAD AND FOLLOW SIGNS TO THE BOAT LAUNCH.

#### MAYFIELD LAKE PARK

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE EAST APPROXIMATELY 19 MI., TURN LEFT ONTO BEACH ROAD (APRX. 1 MILE PAST MAYFIELD LAKE BRIDGE). TRAVEL 1/2 MILE TO PARK.

#### MAYFIELD OFFICE BUILDING, DAM & POWERHOUSE

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE 14 MI., TURN RIGHT JUST BEFORE SMALL STORE ONTO GERSHICK RD. FOLLOW GERSHICK RD. TO CYCLONE FENCE/GATE. PASS THROUGH GATE AND FOLLOW ONE-LANE ROAD TO MAYFIELD OFFICE ON THE LEFT. TO REACH THE POWERHOUSE, CONTINUE DOWN HILL TO THE END OF THE ROAD.

#### MOSSYROCK PARK

MOSSYROCK PARK IS LOCATED ABOUT 90 MILES SOUTH OF TACOMA IN LEWIS COUNTY NEAR THE TOWN OF MOSSYROCK. FROM TACOMA TAKE I-5 SOUTH TO STATE ROUTE 12 (EXIT 68 "MORTON"). TURN LEFT EASTBOUND ON STATE ROUTE 12 FOR APPROXIMATELY 21 MILES. TURN RIGHT ON WILLIAMS STREET (FLASHING YELLOW LIGHT). CONTINUE ON WILLIAMS STREET TO THE TOWN OF MOSSYROCK. WHEN YOU REACH THE "T", TURN LEFT ONTO EAST STATE STREET AND GO FOR 3 MILES TO MOSSYROCK PARK ENTRANCE.

#### MOSSYROCK POWERHOUSE

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE APPROXIMATELY 21 MI. TO WILLIAMS ST. (FLASHING YELLOW CAUTION LIGHT) AND TURN RIGHT. CONTINUE ON WILLIAMS ST. FOR 0.4 MILE TO STATE STREET. TURN LEFT (EAST) ON EAST STATE ST. FOR 2.9 MILES TO YOUNG ROAD. TURN LEFT (NORTH) ON YOUNG ROAD AND FOLLOW YOUNG ROAD FOR .9 MILE AND TURN RIGHT AT MOSSYROCK DAM VIEW POINT SIGN. GO .5 MILE AND TURN LEFT ON DAM ACCESS ROAD GO 1.3 MILES TO DAM/POWERHOUSE.

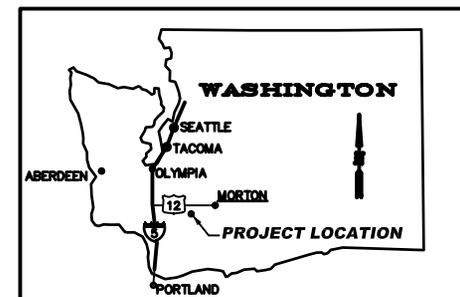
#### TAIDNAPAM PARK

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE APPROXIMATELY 40 MI. AND TAKE A RIGHT TURN ON KOSMOS ROAD AND FIRST LEFT ONTO IMPROVED DIRT ROAD (CHAMPION HAUL ROAD). FOLLOW CHAMPION HAUL ROAD APPROXIMATELY 4 MILES TO TAIDNAPAM PARK ENTRANCE.



## Cowlitz River Project

T A C O M A P O W E R



# NISQUALLY PROJECT AREA MAP

## DIRECTIONS-

PROJECT OFFICE  
LAGRANDE DAM AND  
POWERHOUSE

FROM TACOMA AREA DRIVE SOUTH ON I-5 TO STATE HWY. 512 EAST AND FOLLOW FOR 2.1 MILES TO PACIFIC AVE./MT. RANIER EXIT. TURN RIGHT ON PACIFIC AVE. (HWY. 7) AND CONTINUE SOUTH 5.1 MILES PAST THE "ROY Y". CONTINUE ON HWY. 7 FOR 21.1 MILES AND TURN RIGHT INTO DRIVEWAY OF LAGRANDE HYDROELECTRIC PLANT, AND PROJECT OFFICE.

FROM TACOMA AREA DRIVE SOUTH ON I-5 TO STATE HWY. 512 EAST AND FOLLOW FOR 2.1 MILES TO PACIFIC AVE./MT. RANIER EXIT. TURN RIGHT ON PACIFIC AVE. (HWY. 7) AND CONTINUE SOUTH 5.1 MILES PAST THE "ROY Y". CONTINUE ON HWY. 7 FOR 26 MILES AND TURN RIGHT ON ALDER LAKE DAM ROAD EAST. CONTINUE TO ALDER LAKE PARK AND ALDER DAM. TRAVEL 2 MILES PAST ALDER LAKE CAMPGROUND ON HWY. 7 TO SUNNY BEACH POINT ON THE RIGHT AND 5 MILES PAST SUNNY BEACH POINT TO ROCKY POINT CAMPGROUND ON THE RIGHT.

**PROJECT OFFICE**

**LaGRANDE DAM**

ALDER LAKE PARK  
ALDER DAM  
ALDER POWERHOUSE  
SUNNY BEACH POINT  
ROCKY POINT CAMPGROUND

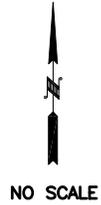
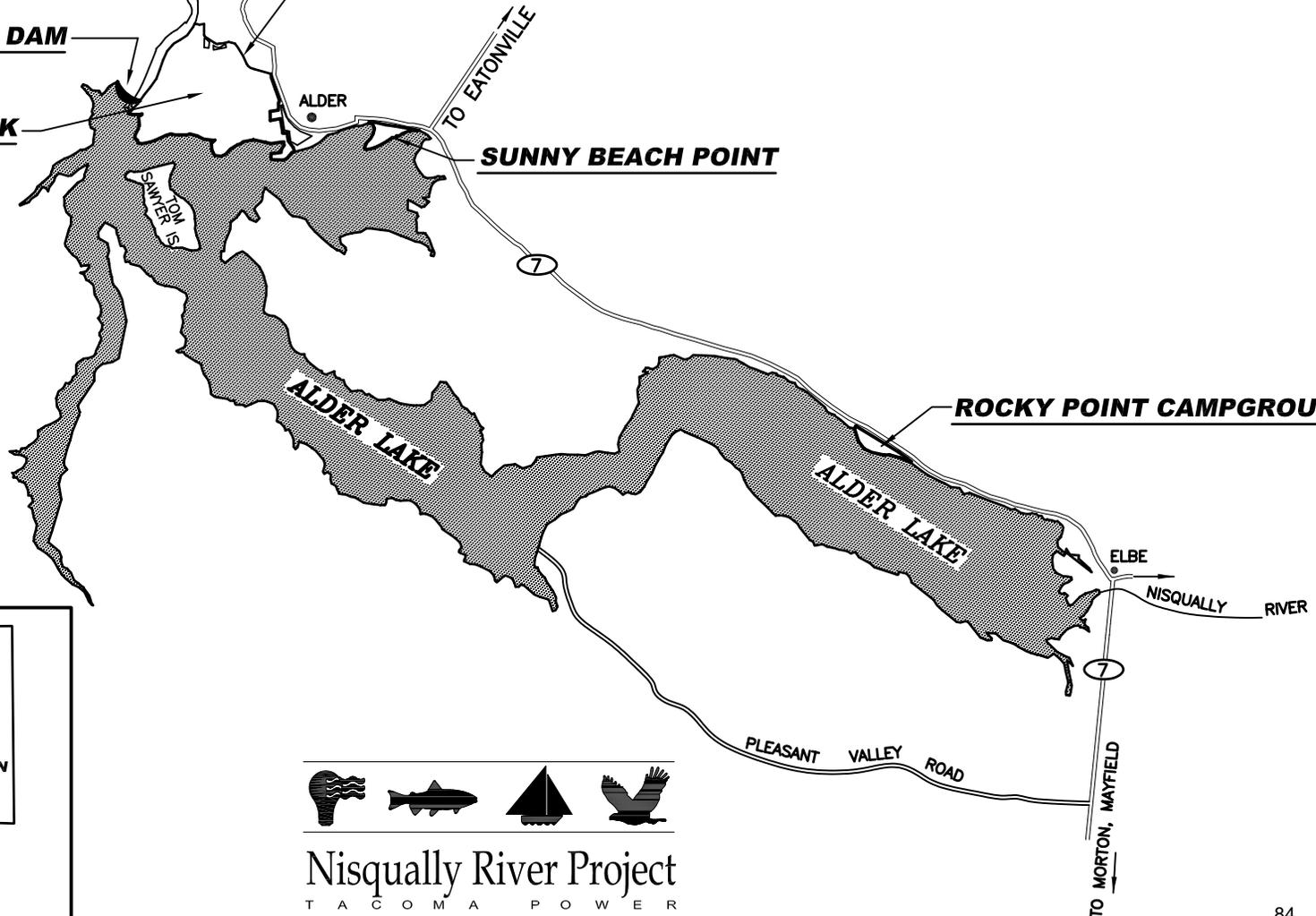
**TO ALDER POWERHOUSE**

**ALDER DAM**

**ALDER LAKE PARK**

**SUNNY BEACH POINT**

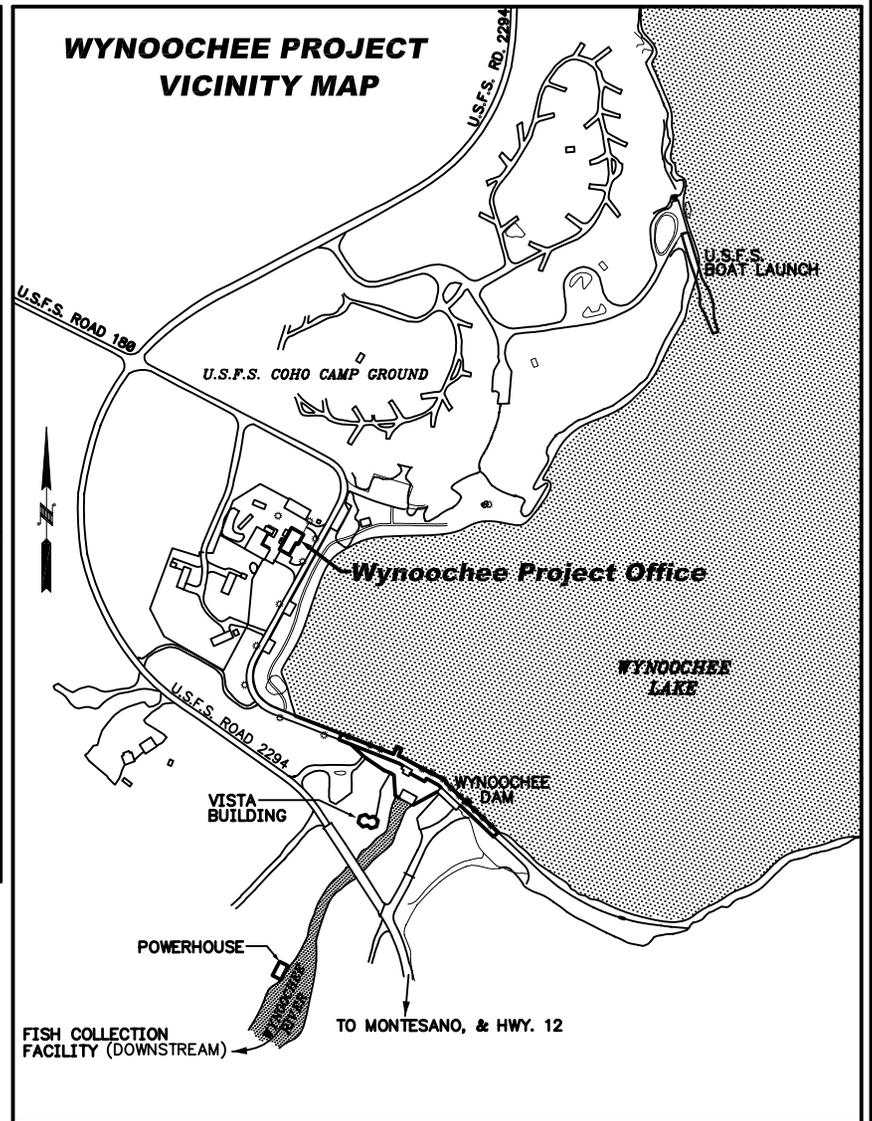
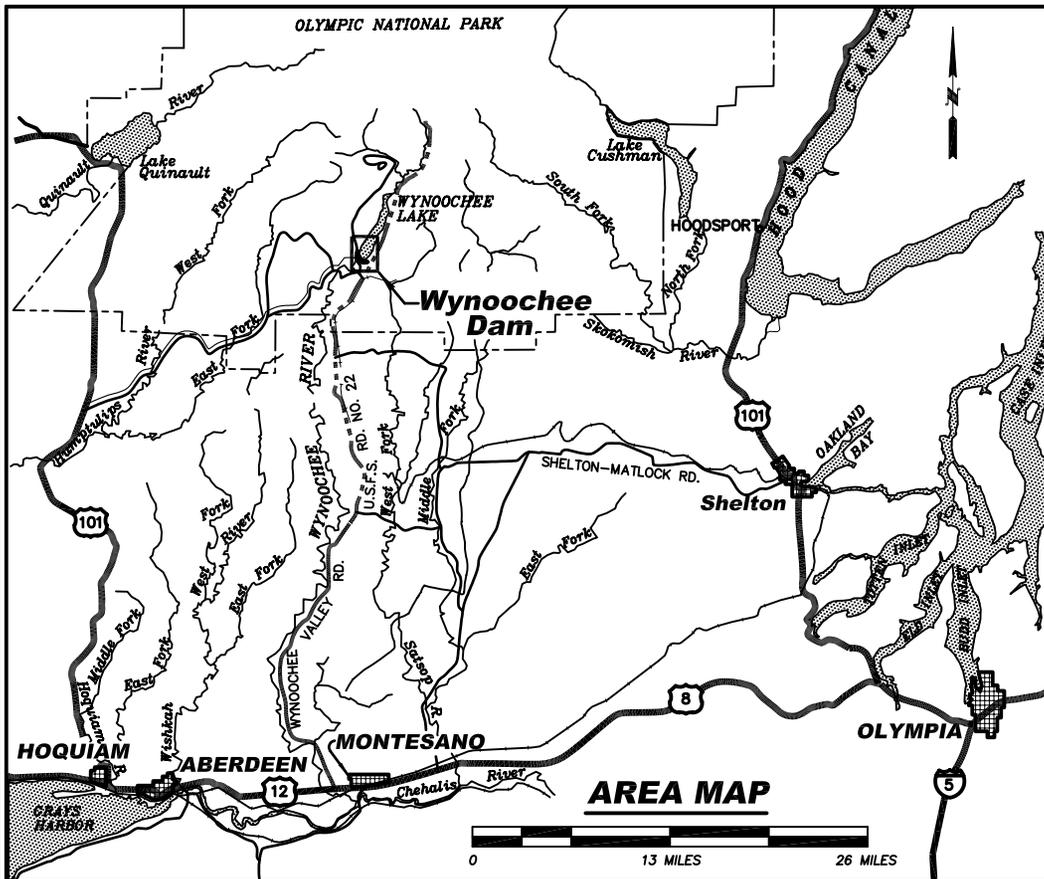
**ROCKY POINT CAMPGROUND**



**STATE MAP**



Nisqually River Project  
T A C O M A P O W E R



**DIRECTIONS**

FROM TACOMA, TRAVEL SOUTH ON I-5 TO OLYMPIA. TAKE THE HWY. 8 (OCEAN BEACHES) EXIT AND TRAVEL WEST APPROXIMATELY 45 MILES (JUST PAST MONTESANO). TURN RIGHT AT THE DEVONSHIRE ROAD EXIT ONTO WYNOOCHEE VALLEY ROAD AND TRAVEL APPROXIMATELY 36 MILES TO THE WYNOOCHEE PROJECT.



**Wynoochee River Project**

T A C O M A P O W E R

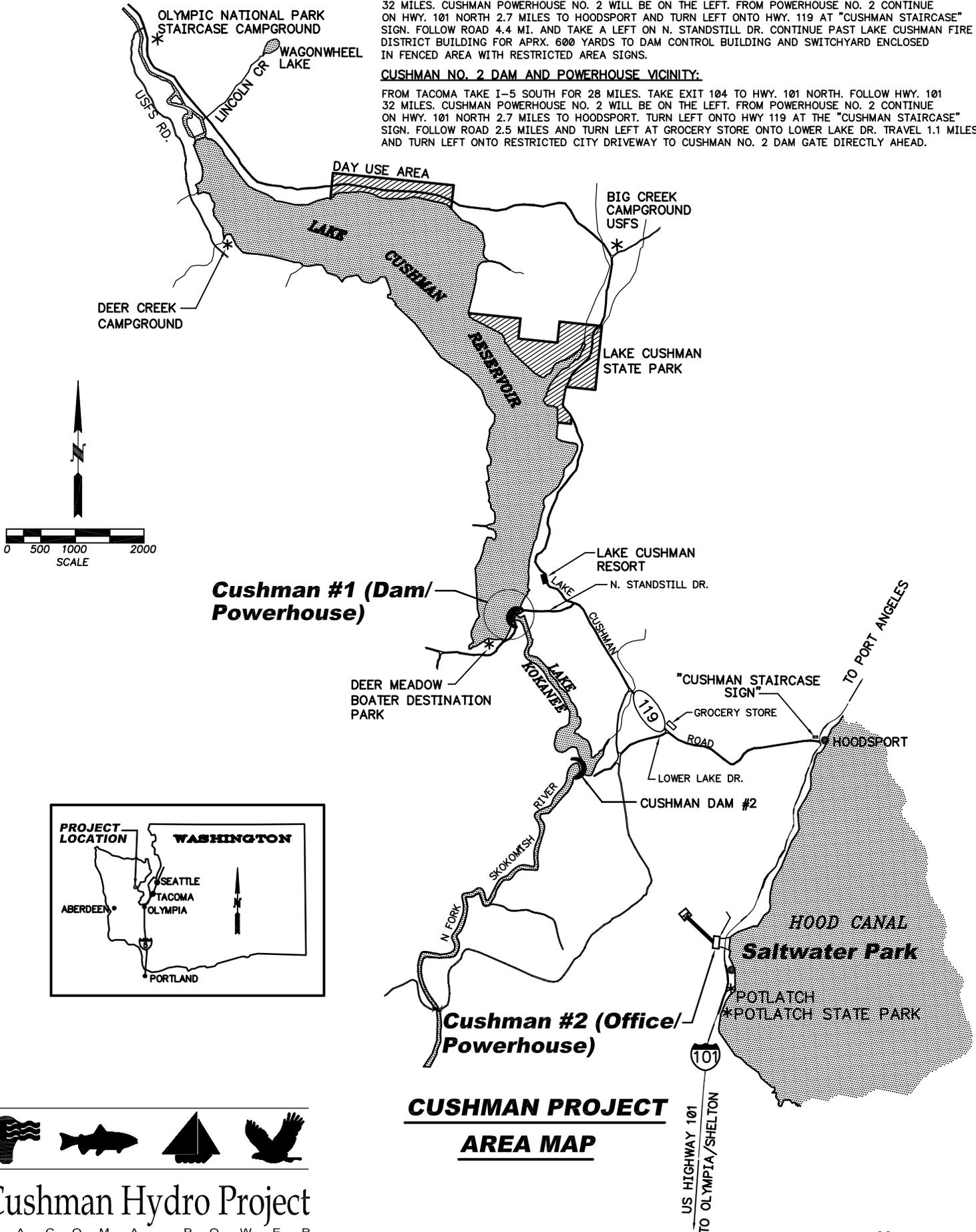
## DIRECTIONS-

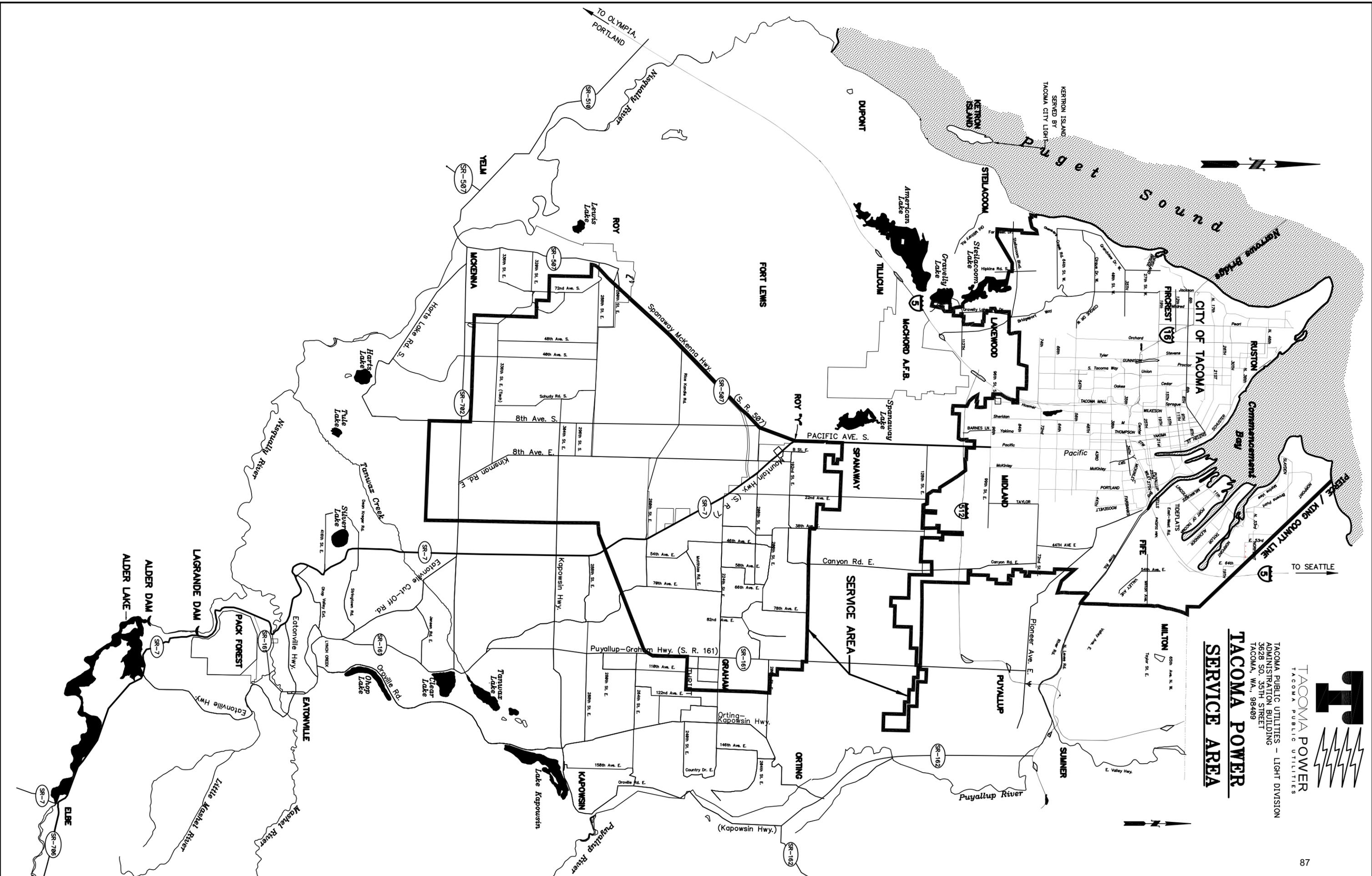
### CUSHMAN NO. 1 DAM AND POWERHOUSE VICINITY:

FROM TACOMA TAKE I-5 SOUTH FOR 28 MILES. TAKE EXIT 104 TO HWY. 101 NORTH. FOLLOW HWY. 101 32 MILES. CUSHMAN POWERHOUSE NO. 2 WILL BE ON THE LEFT. FROM POWERHOUSE NO. 2 CONTINUE ON HWY. 101 NORTH 2.7 MILES TO HOODSPORT AND TURN LEFT ONTO HWY. 119 AT "CUSHMAN STAIRCASE" SIGN. FOLLOW ROAD 4.4 MI. AND TAKE A LEFT ON N. STANDSTILL DR. CONTINUE PAST LAKE CUSHMAN FIRE DISTRICT BUILDING FOR APRX. 600 YARDS TO DAM CONTROL BUILDING AND SWITCHYARD ENCLOSED IN FENCED AREA WITH RESTRICTED AREA SIGNS.

### CUSHMAN NO. 2 DAM AND POWERHOUSE VICINITY:

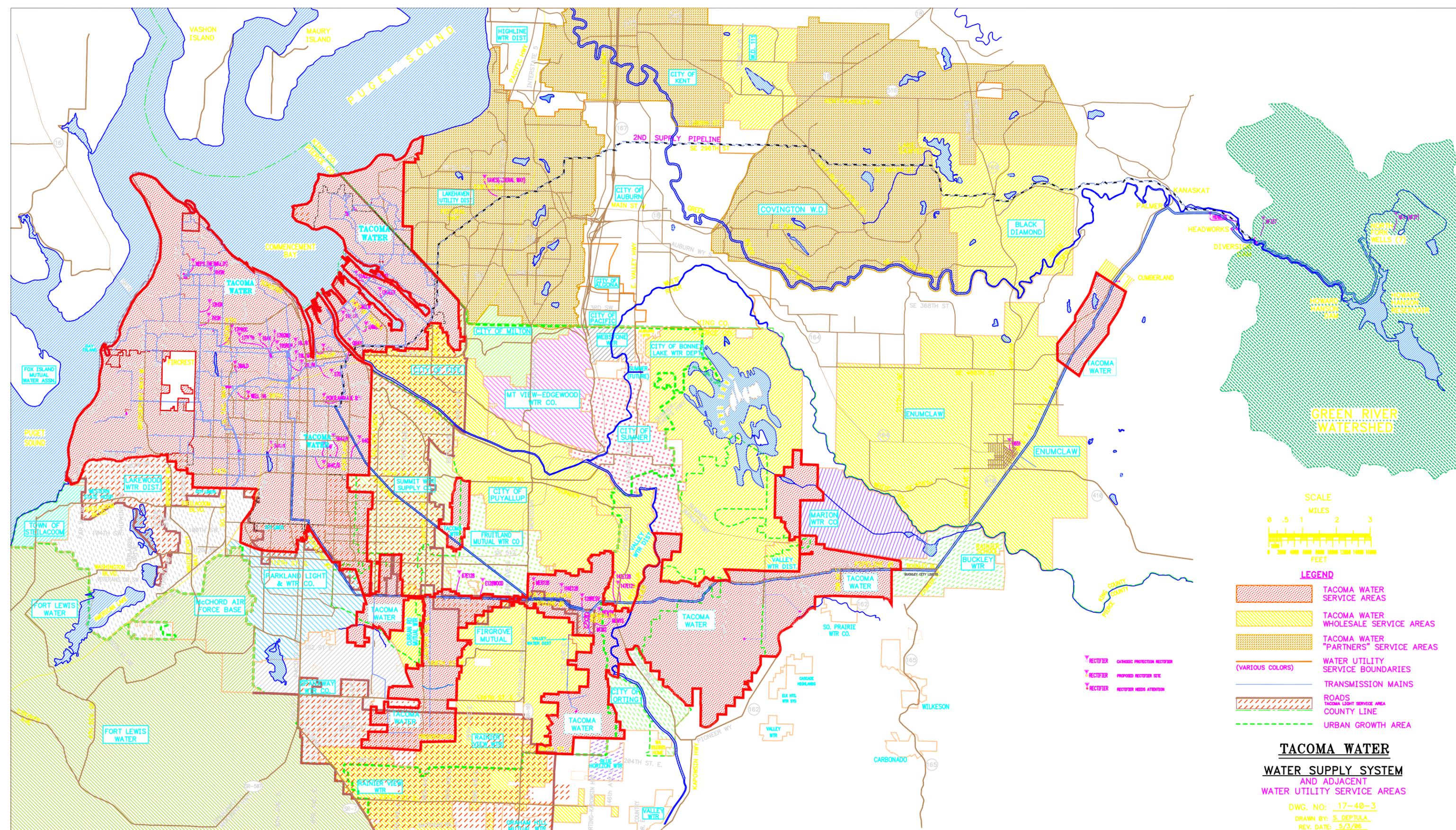
FROM TACOMA TAKE I-5 SOUTH FOR 28 MILES. TAKE EXIT 104 TO HWY. 101 NORTH. FOLLOW HWY. 101 32 MILES. CUSHMAN POWERHOUSE NO. 2 WILL BE ON THE LEFT. FROM POWERHOUSE NO. 2 CONTINUE ON HWY. 101 NORTH 2.7 MILES TO HOODSPORT. TURN LEFT ONTO HWY 119 AT THE "CUSHMAN STAIRCASE" SIGN. FOLLOW ROAD 2.5 MILES AND TURN LEFT AT GROCERY STORE ONTO LOWER LAKE DR. TRAVEL 1.1 MILES AND TURN LEFT ONTO RESTRICTED CITY DRIVEWAY TO CUSHMAN NO. 2 DAM GATE DIRECTLY AHEAD.






**TACOMA POWER**  
 TACOMA PUBLIC UTILITIES  
 TACOMA PUBLIC UTILITIES  
 TACOMA PUBLIC UTILITIES - LIGHT DIVISION  
 ADMINISTRATION BUILDING  
 3628 SO. 35TH STREET  
 TACOMA, WA, 98409

**TACOMA POWER**  
**SERVICE AREA**



- LEGEND**
- TACOMA WATER SERVICE AREAS
  - TACOMA WATER WHOLESALE SERVICE AREAS
  - TACOMA WATER "PARTNERS" SERVICE AREAS
  - (VARIOUS COLORS) WATER UTILITY SERVICE BOUNDARIES
  - TRANSMISSION MAINS
  - ROADS  
TACOMA LIGHT SERVICE AREA  
COUNTY LINE
  - URBAN GROWTH AREA

**TACOMA WATER**  
**WATER SUPPLY SYSTEM**  
 AND ADJACENT  
 WATER UTILITY SERVICE AREAS

DWG. NO: 17-40-3  
 DRAWN BY: S. DEPTULA  
 REV. DATE: 5/3/06

PREVAILING WAGE RATES  
FOR  
KING, PIERCE, THURSTON, LEWIS, MASON, AND GRAYS HARBOR COUNTIES  
JOURNEY LEVEL

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

PREVAILING WAGE RATES  
FOR  
KING, PIERCE, THURSTON, LEWIS, MASON, AND GRAYS HARBOR COUNTIES  
APPRENTICES

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