

BID SUBMITTAL PACKAGE



**City of Tacoma
Environmental Services Department**

**SPECIFICATION NO.
ES20-0144F**

**LARCHMONT DISTRICT GREEN
INFRASTRUCTURE PROJECT**

Project No.

Stormwater – ENV-03031-13

Wastewater – ENV-04023-15

Public Works – PWK-00438-32

Water – WTR-00604-01-11

**Funded in part by the Washington State
Department of Ecology
Project No. WQC-2020-TacoES-00070**

BID SUBMITTAL PACKAGE

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SPECIAL NOTE

The Bid Proposal and Contract forms have been included in both the Specifications Book and the Bid Submittal Package. The forms in the Specifications Book are for informational purposes only and need not be completed or submitted with the Bid. All forms in the Bid Submittal Package must be completed and submitted with the bid.



**City of Tacoma
Environmental Services Department**

**REQUEST FOR BIDS ES20-0144F
Larchmont District Green Infrastructure Project**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, February 14, 2023

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

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, bids@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

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

Bid Opening: Sealed submittals in response to a RFB will be opened Tuesday's at 11 AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11AM. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained at the City's plan distribution service provider, ARC, 632 Broadway, Tacoma, WA, or by going to <http://www.e-arc.com/location/tacoma>. Prospective bidders will be required to pay reproduction costs. A list of vendors registered for this solicitation is also available at their website.

Project Scope: The Larchmont District Green Infrastructure Project will replace 18 blocks of failed residential roadway with new permeable pavement and ballasted sidewalk. The work shall also include the replacement or addition of approximately 3,000 linear feet of stormwater, 1,000 linear feet of wastewater, and 7,400 linear feet of water mains. In addition, the project will include the construction of ADA curb ramps, driveways, street trees, bike boulevard, and channelization.

Estimate: \$9,200,000 to \$9,700,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit [our Minimum Employment Standards Paid Sick Leave webpage](#).

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, or by calling her collect at 253-591-5785.

Title VI Information: "The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair

opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

State Interest Exclusion Clause: It is anticipated that this project will be funded in part by the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to any contract or any subcontract resulting from this solicitation for bids.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Dawn DeJarlais, Senior Buyer by email to ddejarlais@cityoftacoma.org

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



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

SPECIAL REMINDER TO ALL BIDDERS

HEALTH & SAFETY: Be sure to comply with all City of Tacoma health and safety requirements.

PLEASE NOTE: Be sure you have complied with all specifications and requirements and have signed all required documents.

YOUR ATTENTION IS PARTICULARLY CALLED to the following forms, which must be executed in full and submitted with your bid response:

1. BID PROPOSAL: The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
2. SIGNATURE PAGE: To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.
3. BID BOND: The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid.
4. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
5. STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
6. LIST OF SUBCONTRACTOR CATEGORIES OF WORK: Bidder shall list all subcontractor(s) proposed to perform 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. Bidder shall also list all subcontractor(s) proposed to perform the work of structural steel installation and/or rebar installation.

FAILURE TO LIST SUBCONTRACTORS WILL RESULT IN THE BID BEING NON RESPONSIVE AND THEREFORE VOID.

7. STATEMENT OF QUALIFICATIONS: The Contractor or subcontractor shall fill out this form in its entirety proving they meet the requirements as outlined in these specifications. It shall be the sole determination of the Engineer to determine if the Contractor/subcontractor does in fact meet the requirements. This is a condition of award of the contract.
8. CERTIFICATE OF NONSEGREGATED FACILITIES
9. DBE SUBCONTRACTOR PARTICIPATION FORM

10. DBE SUBCONTRACTOR PERFORMANCE FORM

11. DBE, MBE, WBE UTILIZATION CERTIFICATE: For Federal purposes, DBEs proposed to be used on this project shall be shown as a DBE listed in the current Office of Minority and Women's Business Enterprises (OMWBE) Directory, or who can produce written proof from OMWBE showing they were certified as a DBE as of the date fixed for opening bids.

12. EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

Bidders shall complete the Equity in Contracting Utilization Form in accordance with the City of Tacoma Equity in Contracting Regulations Manual and Chapter 1.07 of the City of Tacoma Municipal Code (TMC). This form shall be fully and accurately completed and returned with submission of the Bid and will be used to determine if the Bidder is in compliance with the EIC regulations and the TMC.

As part of the City of Tacoma's ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women's Business Enterprise and approved by the Equity in Contracting Program ("Certified Businesses"). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works to the City of Tacoma. The EIC Program requirements are contained in Tacoma Municipal Code Chapter 1.07.

See City of Tacoma – Equity In Contracting Program section for additional information.

13. SUBCONTRACTORS BIDDER LIST

POST AWARD FORMS EXECUTED UPON AWARD:

- A. CONTRACT: Must be executed by the successful bidder.
- B. PAYMENT BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- C. PERFORMANCE BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- D. CERTIFICATE OF INSURANCE: Shall be submitted with all required endorsements.
- E. LEAP UTILIZATION PLAN: Shall be submitted at the Pre-Construction Meeting.
- F. GENERAL RELEASE.
- G. LANDSCAPE WARRANTY AND DEFECT BOND TO CITY OF TACOMA.

CODE OF ETHICS: The successful bidder agrees that its violation of the City's Code of Ethics contained in TMC Chapter 1.46 shall constitute a breach of the contract subjecting the contract to termination.

STATE INTEREST EXCLUSION CLAUSE: It is anticipated that this project will be funded in part by the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

DAVIS BACON CLAUSE: The Successful bidder will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Related Acts which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part by SRF appropriations in excess of \$2000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, and determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.”

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):

The Local Employment and Apprenticeship Training Program (LEAP) has been adopted to counteract economic and social ills, which accompany high rates of unemployment within the City of Tacoma. The Tacoma City Council established the mandatory LEAP program for public works contracts pursuant to Ordinance No. 28520. The primary goal is to provide an opportunity for City of Tacoma residents and Tacoma Public Utilities ratepayers to enter apprenticeship programs, acquire skills, and perform work that will provide living wages.

LEAP Goals:

1. Local Employment Utilization Goal – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by residents of the City of Tacoma or local economically distressed areas, whether or not such person is an Apprentice.
2. Apprentice Utilization Goal - Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by Apprentices who reside in the Tacoma Public Utilities service area.

NOTE: If both goals are assigned to this project, the two goals can be satisfied concurrently if the prime contractor utilizes individuals who simultaneously meet the requirements of both goals, such as an apprentice who resides in the City of Tacoma or in a local economically distressed area.

See City of Tacoma – Local Employment and Apprenticeship Training Program section for additional information.

**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:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW and;
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE**C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA**

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the criteria above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination in a manner consistent with the City's Protest Policy. Appeals are coordinated by the Purchasing Division heard by the Procurement and Payables Division manager for contracts less than or equal to \$500,000 and by Contracts and Awards Board for contracts greater than \$500,000.

WASHINGTON STATE DEPARTMENT OF ECOLOGY FUNDING STATEMENT

It is anticipated that this project will be funded in part by the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to any contract or any subcontract resulting from this solicitation for bids.



WASHINGTON STATE DEPARTMENT OF ECOLOGY
WATER POLLUTION CONTROL REVOLVING FUND
SPECIFICATIONS INSERT

Revised 1/22/21

The following clauses will be incorporated into construction contracts receiving financial assistance from the Washington State Department of Ecology Water Pollution Control Revolving Fund. In the event of conflict within the contract these clauses shall take precedence

Compliance with State and Local Laws

The Contractor shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

State Interest Exclusion

It is anticipated that this project will be funded in part by the Washington State Department of Ecology. Neither the State Of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

Third Party Beneficiary

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Access to the construction site and to records

The contractor shall provide for the safe access to the construction site and to the contractor's records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.

The Contractor shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records.

These Project records shall be separate and distinct from the Contractor's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the Contractor for a period of three (3) years after the final audit.

Protection of the Environment

No construction related activity shall contribute to the degradation of the environment, allow material to enter surface or ground waters, or allow particulate emissions to the atmosphere, which exceed state or federal standards. Any actions that potentially allow a discharge to state waters must have prior approval of the Washington State Department of Ecology.

Funding Recognition

All site-specific projects must have a sign of sufficient size to be seen from nearby roadways acknowledging department financial assistance and left in place throughout the life of the project. Department logos must be on all signs and documents. Logos will be provided as needed.

Inadvertent Discovery Of Archeological Resources

The contractor shall obtain a copy of the Inadvertent Discovery Plan from the Project Owner. The contractor shall keep a copy of the inadvertent discovery plan for the project on the work site at all times. The contractor shall immediately stop all work if human remains, cultural, or archeological resources are discovered in the course of construction. The contractor shall follow the inadvertent discovery plan in dealing with the human remains, cultural, or archeological resources.

Use Of American Iron And Steel

This provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.). This provision does not apply if the engineering plans and specifications for the project were approved by the Ecology prior to January 17, 2014.

The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Fund which contains provisions commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project be produced in the United States (“American Iron and Steel Requirements”) including iron and steel products provided by the Contractor pursuant to this Agreement. “Iron and Steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirements,
- (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the

American Iron and Steel Requirements, as may be requested by the Project Owner or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Project Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Prevailing Wage

The work performed under this contract is subject to the wage requirements of the Davis-Bacon Act. The Contractor shall conform to the wage requirements prescribed by the federal Davis-Bacon and Related Acts which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part by SRF appropriations in excess of \$2000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, and determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area. Attachment 1 to this specification insert and an up to date wage determination shall be included in full into this contract and in any subcontract in excess of \$2,000. Wage determinations can be found at <http://www.wdol.gov>.

The Contractor agrees that the Contractor is legally and financially responsible for compliance with the Davis-Bacon Act wage rules. All laborers and mechanics employed by contractors and subcontractors employed as part of this contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The CONTRACTOR shall provide immediate written notice to the Department if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and

voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..

4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the Department upon request. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov/> and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

Disadvantaged Business Enterprises

General Compliance (40 CFR Part 33).

The contractor shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975,

and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The contractor agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The contractor shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting (40 CFR Part 33 Parts 33.302, 33.502 and 33.503).

1. The contractor shall complete the DBE Subcontractor Utilization Form (EPA Form 6100-4).
2. The contractor shall require all DBE subcontractors to complete the DBE Subcontractor Performance Form (EPA Form 6100-3). The DBE Subcontractor Performance Form is only required to be completed by certified DBE subcontractors.
3. The contractor shall submit DBE Subcontractor Utilization Form (EPA Form 6100-4) and all completed DBE Subcontractor Performance Form(s) (EPA Form 6100-3) as part of the bid, or within one hour after the published bid submittal time (consistent with RCW 39.30.060)
4. The contractor shall provide DBE Subcontractor Participation Form (EPA Form 6100-2) to all DBE subcontractors. These subcontractors may submit Subcontractor Participation

Form (EPA Form 6100-2) to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

The 6100 forms can be found at:

<https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>

Bidders List (40 CFR Part 33 part 33.501)

All bidders shall submit the following information for all firms that bid or quote on subcontracts (including both DBE and non-DBE firms) as part of the bid, or within one hour after the published bid submittal time (consistent with RCW 39.30.060).

1. Firm's name with point of contact;
2. Firm's mailing address, telephone number, and e-mail address;
3. The work on which the firm bid or quoted, and when the firm bid or quoted; and
4. Firm's status as an MBE/WBE or non-MBE/WBE.

Contract Administration Provisions (40 CFR part 33.302).

The contractor shall comply with the contract administration provisions of 40 CFR, Part 33.302.

1. The contractor shall pay its subcontractor for satisfactory performance no more than 30 days from the contractor's receipt of payment.
2. The contractor shall notify the owner in writing prior to any termination of a DBE subcontractor.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the contractor shall employ the six good faith efforts when soliciting a replacement subcontractor.
4. The contractor shall employ the six good faith efforts even if the contractor has achieved its fair share objectives.

Equal Opportunity (EEO)

If this Contract exceeds \$10,000, the Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60.

Contractor's compliance with Executive Order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

Equal Opportunity Clause (41 CFR part 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Federal Equal Employment Opportunity Construction Contract Specifications
(Executive Order 11246 and 41 CFR part 60-4.3)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Registering notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in

- meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the

indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Reporting Requirements (EEO-1)

On or before September 30 of each year, a contractor that is subject to Title VII of the Civil Rights Act of 1964, as amended, and that has 100 or more employees, shall file with the EEOC or its delegate an "Employer Information Report EEO-1". Instructions on how to file are available on the EEOC's website at <http://www.eeoc.gov/employers/eeo1survey/howtofile.cfm>. The contractor shall retain a copy of the most recent report filed.

Segregated Facilities (41 CFR part 60-1.8)

The contractor shall ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

Attachments: (All attachments except item 1 are in other locations of this specification.)

1. Wage Rate Requirements For Subrecipients
2. Current Wage Rate Determination (to be provided by project owner)
3. Certification Of Nonsegregated Facilities
4. Notice To Labor Unions Or Other Organization Of Workers: Non-Discrimination In Employment
5. EPA Form 6100-4, EPA Form 6100.3,

ATTACHMENT 1 - WAGE RATE REQUIREMENTS FOR SUBRECIPIENTS. (To be included in full in any contract in excess of \$2,000)

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Lorraine Fleury at fleury.lorraine@epa.gov or at 215-814-2341 of EPA, Region III Grants and Audit Management Branch for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2012 Appropriations Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional

Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and

Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.



WASHINGTON STATE DEPARTMENT OF ECOLOGY WATER QUALITY FINANCIAL ASSISTANCE

STANDARD CONTRACT CLAUSES

Revised 8/11/11

ECOLOGY grant/loan acknowledgment clause

The following acknowledgment should be included on the cover sheet of both the construction plans and the contract documents/specifications:

"Funded in part by the Washington State Department of Ecology"

State interest exclusion clause

The following clause is to be included in the bid advertisement:

"It is anticipated that this project will be funded in part by the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to any contract or any subcontract resulting from this solicitation for bids."

The following clause is to be included in the instructions to bidders and the special conditions or provisions of the contract documents/specifications:

"It is anticipated that this project will be funded in part by the Washington State Department of Ecology. Neither the State Of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract."

Third-party beneficiary clause

The following clause is to be included in the special conditions or provisions of the contract documents/specifications and it is further suggested that this clause also be included in the contract agreement between the RECIPIENT and the contractor:

"Third-Party Beneficiary: All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such."

Environment protection clause

The following clause is to be included in the special conditions or provisions of the contract documents/specifications and also in the general notes on the construction drawings:

"Protection of the Environment: No construction related activity shall contribute to the degradation of the environment, allow material to enter surface or ground waters, or allow particulate emissions to the atmosphere, which exceed state or federal standards. Any actions that potentially allow a discharge to state waters must have prior approval of the Washington State Department of Ecology."

Davis Bacon clause

The following clause is to be included in the bid advertisement and in the special conditions or provisions of the contract

"The Successful bidder will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Relate Acts which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part by SRF appropriations in excess of \$2000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, and determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area."

B I D P R O P O S A L

Specification No. ES20-0144F

Larchmont District Green Infrastructure Project

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. ES20-0144F and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

- NOTE:
1. Unit prices of all items, all extensions and total amount of bid should be shown. Show unit prices in figures only.
 2. The notations below the item numbers refer to the specification section where information may be found regarding each contract item. These notations are intended only as a guide and are not warranted to refer to all specification sections where information may be found.
 3. Washington State Department of Revenue Rules 170 and 171 shall apply as shown in the Proposal and per Section 1-07.2 of the WSDOT State Amendments to the Standard Specifications. **Items marked with a * signifies both rules may apply.**

SCHEDULE A: ROADWAY IMPROVEMENTS (Rule 171)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
R1.* 1-05	Project Red Line Drawings	1 Lump Sum	Lump Sum	\$ _____
R2.* 1-07	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
R3.* 1-09	Mobilization	1 Lump Sum	Lump Sum	\$ _____
R4.* 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
R5.* 1-10	Pedestrian Traffic Control	1 Lump Sum	Lump Sum	\$ _____
R6. 2-01	Clearing and Grubbing	1 Lump Sum	Lump Sum	\$ _____

Contractor's Name: _____

Specification No. ES20-0144F

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
R7. 2-01	Certified Arborist	1 Force Account	Estimated	\$ <u>20,000</u>
R8. 2-02	Removal of Structures and Obstructions	1 Lump Sum	Lump Sum	\$ _____
R9. 2-02	Removal and Reinstall Existing Fences	1 Force Account	Estimated	\$ <u>30,000</u>
R10. 2-02	Repair Existing Irrigation Systems	1 Force Account	Estimated	\$ <u>10,000</u>
R11. 2-03	Roadway Excavation, Incl. Haul	23,000 Cu. Yd.	\$ _____	\$ _____
R12. 2-12	Construction Geotextile for Separation	30,000 Sq. Yd.	\$ _____	\$ _____
R13. 2-13	Remove Tree, Class 0	9 Each	\$ _____	\$ _____
R14. 2-13	Remove Tree, Class I	2 Each	\$ _____	\$ _____
R15. 2-13	Remove Tree, Class II	4 Each	\$ _____	\$ _____
R16. 2-13	Remove Stump, Class II	4 Each	\$ _____	\$ _____
R17. 2-13	Remove Tree, Class III	1 Each	\$ _____	\$ _____
R18. 2-13	Remove Stump, Class III	1 Each	\$ _____	\$ _____
R19. 2-13	Remove Shrub	26 Each	\$ _____	\$ _____
R20. 2-13	Remove Brush	40 Sq. Yd.	\$ _____	\$ _____
R21. 2-14	Remove Existing Pavement, Type II, Class A4	18,750 Sq. Yd.	\$ _____	\$ _____
R22. 2-14	Remove Existing Pavement, Type II, Class C6	1,120 Sq. Yd.	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES20-0144F

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
R23. 2-15	Remove Curb and Gutter	1,300 Lin. Ft.	\$ _____	\$ _____
R24. 4-04	Crushed Surfacing Top Course	380 Ton	\$ _____	\$ _____
R25. 4-04	Crushed Surfacing Base Course	2,750 Ton	\$ _____	\$ _____
R26. 4-04	Permeable Ballast	20,500 Ton	\$ _____	\$ _____
R27. 4-06	Asphalt Treated Permeable Base, PG 70-22ER	2,300 Ton	\$ _____	\$ _____
R28. 5-04	Fiber Reinforced PHMA Cl. 1/2" PG 58H-22	3,200 Ton	\$ _____	\$ _____
R29. 5-04	HMA Cl. 1/2" PG 58H-22	820 Ton	\$ _____	\$ _____
R30. 5-04	HMA for Approach Cl. 1/2" PG 58H-22	800 Sq. Yd.	\$ _____	\$ _____
R31. 5-04	Planning Bituminous Pavement	840 Sq. Yd.	\$ _____	\$ _____
R32. 7-05	Adjust Existing Manhole	22 Each	\$ _____	\$ _____
R33. 7-05	Adjust Existing Manhole, Remove and Reinstall Cone/Flat Top	6 Each	\$ _____	\$ _____
R34. 7-05	Adjust Existing Manhole, Furnish and Install Cone/Flat Top	1 Each	\$ _____	\$ _____
R35. 7-05	Adjust Existing Catch Basin	2 Each	\$ _____	\$ _____
R36. 7-05	Adjust Existing Valve Chamber to Grade	6 Each	\$ _____	\$ _____
R37. 7-05	Adjust Existing Utility Grade	2 Each	\$ _____	\$ _____
R38. 7-20	Residential Storm Drain	10 Each	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES20-0144F

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
R39.* 8-01	Stormwater Pollution Prevention Plan (SWPPP)	1 Lump Sum	Lump Sum	\$ _____
R40.* 8-01	NPDES Construction Stormwater General Permit	1 Lump Sum	Lump Sum	\$ _____
R41.* 8-01	Inlet Protection	63 Each	\$ _____	\$ _____
R42.* 8-01	Street Cleaning	200 Hour	\$ _____	\$ _____
R43.* 8-01	Erosion/Water Pollution Control	1 Force Account	Estimated	\$ <u>20,000</u>
R44. 8-02	Tree Protection	1 Lump Sum	Lump Sum	\$ _____
R45. 8-02	Landscape Restoration	Force Account	Estimated	\$ <u>50,000</u>
R46. 8-02	Plant Selection Type American Hornbeam (Carpinus Caroliniana)	58 Each	\$ _____	\$ _____
R47. 8-02	Plant Selection Type Japanese White Pine (Pinus Parviflora)	55 Each	\$ _____	\$ _____
R48. 8-02	Plant Selection Type Cascara (Rhamnus Purshiana)	56 Each	\$ _____	\$ _____
R49. 8-02	Plant Selection Type Japanese Zelkova (Zelkova Serrata)	20 Each	\$ _____	\$ _____
R50. 8-02	Plant Selection Type Deodar Cedar (Cedrus Deodara)	21 Each	\$ _____	\$ _____
R51. 8-02	Plant Selection Type Garry Oak (Quercus Garryana)	18 Each	\$ _____	\$ _____
R52. 8-02	Plant Selection Type Dawn Redwood (Metasequoia Glyptostroboides)	1 Each	\$ _____	\$ _____
R53. 8-02	Plant Selection Type London Plane (Platanus X Acerfolia)	1 Each	\$ _____	\$ _____
R54. 8-02	Soil Amendment Option 4	2,630 C.Y.	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES20-0144F

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
R55. 8-02	Bark or Wood Chip Mulch	70 C.Y.	\$ _____	\$ _____
R56. 8-02	Seeded Lawn Installation	6,020 Sq. Yd.	\$ _____	\$ _____
R57. 8-04	Cement Conc. Traffic Curb and Gutter	1,000 Lin. Ft.	\$ _____	\$ _____
R58. 8-04	Cement Conc. Traffic Curb	10,370 Lin. Ft.	\$ _____	\$ _____
R59. 8-04	Pavement Separation Barrier Curb	400 Lin. Ft.	\$ _____	\$ _____
R60. 8-06	Cement Conc. Driveway Entrance Type 1	1,720 Sq. Yd.	\$ _____	\$ _____
R61. 8-06	Cement Conc. Driveway Entrance Type 2	350 Sq. Yd.	\$ _____	\$ _____
R62. 8-09	Raised Pavement Marker Type 2	1 HN	\$ _____	\$ _____
R63. 8-13	Poured Monument	6 Each	\$ _____	\$ _____
R64. 8-14	Cement Conc. Sidewalk	4,500 Sq. Yd.	\$ _____	\$ _____
R65. 8-14	Cement Conc. Curb Ramp	48 Each	\$ _____	\$ _____
R66. 8-14	Detectable Directional Tile	100 Lin. Ft.	\$ _____	\$ _____
R67. 8-18	Relocate Mailbox	106 Each	\$ _____	\$ _____
R68. 8-20	Traffic Infrastructure	1 Lump Sum	Lump Sum	\$ _____
R69. 8-21	Permanent Signing	1 Lump Sum	Lump Sum	\$ _____

Contractor's Name: _____

Specification No. ES20-0144F

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
R70. 8-22	Paint Line	540 Lin. Ft.	\$ _____	\$ _____
R71. 8-22	Plastic Stop Line	115 Lin. Ft.	\$ _____	\$ _____
R72. 8-22	Plastic Crosswalk Line	750 Lin. Ft.	\$ _____	\$ _____
R73. 8-22	Plastic Traffic Arrow	2 Each	\$ _____	\$ _____
R74. 8-22	Plastic Traffic Letter	36 Each	\$ _____	\$ _____
R75. 8-22	Plastic Bicycle Lane Symbol	1 Each	\$ _____	\$ _____
R76. 8-22	Plastic Sharrow Symbol	35 Each	\$ _____	\$ _____
R77. 8-22	Plastic Chevron	2 Each	\$ _____	\$ _____
R78. 8-22	Green Durable Product	50 Sq. Ft.	\$ _____	\$ _____
R79. 8-26	Traffic Circle	1 Each	\$ _____	\$ _____
R80. 8-27	Traffic Diverter	1 Each	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES20-0144F

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SCHEDULE B1: STORM SEWER IMPROVEMENTS (Rule 171)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
S1. 2-09	Structure Excavation Class B	1,745 C.Y.	\$ _____	\$ _____
S2. 2-09	Shoring or Extra Excavation Class B	18,180 Sq. Ft.	\$ _____	\$ _____
S3. 2-15	Remove Catch Basin	29 Each	\$ _____	\$ _____
S4. 2-15	Remove Manhole	1 Each	\$ _____	\$ _____
S5. 5-04	HMA Cl. 1/2" PG 58H-22 for Pavement Patch	70 Ton	\$ _____	\$ _____
S6. 5-04	Temporary Pavement Patch	135 Ton	\$ _____	\$ _____
S7. 7-05	Manhole 48-In. Diam. Type 1	12 Each	\$ _____	\$ _____
S8. 7-05	Manhole 48-In. Diam. Type 3	4 Each	\$ _____	\$ _____
S9. 7-05	Manhole Additional Height 48-In. Diam. Type 1	2 Lin. Ft.	\$ _____	\$ _____
S10. 7-05	Catch Basin Type 1	8 Each	\$ _____	\$ _____
S11. 7-05	Catch Basin Type 1 with Combination Inlet	16 Each	\$ _____	\$ _____
S12. 7-05	Catch Basin Type 2 48-In. Diam.	3 Each	\$ _____	\$ _____
S13. 7-05	Concrete Inlet with Frame and Hood	1 Each	\$ _____	\$ _____
S14. 7-05	Connect New Sewer Pipe 12-In. Diam. to Existing Structure	6 Each	\$ _____	\$ _____
S15. 7-05	Connect New Sewer Pipe 18-In. Diam. to Existing Structure	1 Each	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES20-0144F

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
S16. 7-05	Reconnect Existing Sewer Pipe 4-In. Diam. to New Structure	1 Each	\$ _____	\$ _____
S17. 7-05	Reconnect Existing Sewer Pipe 8- In. Diam. to New Structure	8 Each	\$ _____	\$ _____
S18. 7-05	Reconnect Existing Sewer Pipe 10-In. Diam. to New Structure	2 Each	\$ _____	\$ _____
S19. 7-08	Reconnect Existing Sewer Pipe 12-In. Diam. to New Structure	2 Each	\$ _____	\$ _____
S20. 7-05	Reconnect Existing Sewer Pipe 18-In. Diam. to New Structure	4 Each	\$ _____	\$ _____
S21. 7-08	Plugging Existing Pipe	4 Each	\$ _____	\$ _____
S22. 7-08	CDF for Pipe Abandonment	6 Cu. Yd.	\$ _____	\$ _____
S23. 7-08	Underground Utility Potholing	5 Each	\$ _____	\$ _____
S24. 7-08	Temporary Storm Sewer Bypass Plan	1 Lump Sum	Lump Sum	\$ _____
S25. 7-08	Temporary Storm Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____
S26. 7-17	PVC Sanitary Sewer Pipe 12-In. Diam.	745 Lin. Ft.	\$ _____	\$ _____
S27. 7-17	PVC Storm Sewer Pipe 18-In. Diam.	30 Lin. Ft.	\$ _____	\$ _____
S28. 7-17	Ductile Iron Sewer Pipe 12-In. Diam.	2,175 Lin. Ft.	\$ _____	\$ _____
S29. 7-17	Removal and Replacement of Unsuitable Material	955 Cu. Yd.	\$ _____	\$ _____
S30. 7-17	Testing Sewer Pipe	2,950 Lin. Ft.	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES20-0144F

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SCHEDULE B2: STORM SEWER IMPROVEMENTS (Rule 171) – E 86TH ST

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
S1. 2-09	Structure Excavation Class B	10 Cu. Yd.	\$ _____	\$ _____
S2. 5-04	Temporary Pavement Patch	2 Ton	\$ _____	\$ _____
S3. 7-17	Ductile Iron Sewer Pipe 8-In. Diam.	55 Lin. Ft.	\$ _____	\$ _____
S4. 7-17	Removal and Replacement of Unsuitable Material	1 Cu. Yd.	\$ _____	\$ _____

Contractor's Name: _____
Specification No. ES20-0144F
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SCHEDULE C1: WASTEWATER SEWER IMPROVEMENTS (Rule 170) – E 86TH ST

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
WW1. 2-09	Structure Excavation Class B	1,035 Cu. Yd.	\$ _____	\$ _____
WW2. 2-09	Shoring or Extra Excavation Class B	6,135 Sq. Ft.	\$ _____	\$ _____
WW3. 2-14	Remove Existing Pavement, Type II, Class A4	500 Sq. Yd.	\$ _____	\$ _____
WW4. 4-04	Crushed Surfacing Top Course	225 Ton	\$ _____	\$ _____
WW5. 5-04	Temporary Pavement Patch	35 Ton	\$ _____	\$ _____
WW6. 7-05	Manhole 48-In. Diam. Type 1	2 Each	\$ _____	\$ _____
WW7. 7-05	Manhole Additional Height 48-In. Diam. Type 1	1 Lin. Ft.	\$ _____	\$ _____
WW8. 7-05	Connect New Sewer Pipe 8-In. Diam. to Existing Structure	2 Each	\$ _____	\$ _____
WW9. 7-05	Reconnect Existing Sewer Pipe 8-In. Diam. to New Structure	1 Each	\$ _____	\$ _____
WW10. 7-08	Plugging Existing Pipe	5 Each	\$ _____	\$ _____
WW11. 7-08	CDF for Pipe Abandonment	4 Cu. Yd.	\$ _____	\$ _____
WW12. 7-08	Underground Utility Potholing	1 Each	\$ _____	\$ _____
WW13. 7-08	Temporary Sanitary Sewer Bypass Plan	1 Lump Sum	Lump Sum	\$ _____
WW14. 7-08	Temporary Sanitary Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____
WW15. 7-17	C900 PVC Sanitary Sewer Pipe 6-In. Diam.	125 Lin. Ft.	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES20-0144F

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
WW16. 7-17	PVC Sanitary Sewer Pipe 6-In. Diam.	55 Lin. Ft.	\$ _____	\$ _____
WW17. 7-17	PVC Sanitary Sewer Pipe 8-In. Diam.	415 Lin. Ft.	\$ _____	\$ _____
WW18. 7-17	Removal and Replacement of Unsuitable Material	870 Cu. Yd.	\$ _____	\$ _____
WW19. 7-17	Testing Sewer Pipe	1,025 Lin. Ft.	\$ _____	\$ _____
WW20. 7-19	Sewer Cleanout	7 Each	\$ _____	\$ _____

Contractor's Name: _____
Specification No. ES20-0144F
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SCHEDULE C2: WASTEWATER SEWER IMPROVEMENTS (Rule 170) – S WALTERS RD

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
WW1. 2-09	Structure Excavation Class B	925 Cu. Yd.	\$ _____	\$ _____
WW2. 2-09	Shoring or Extra Excavation Class B	5,210 Sq. Ft.	\$ _____	\$ _____
WW3. 2-14	Remove Existing Pavement, Type II, Class A4	450 Sq. Yd.	\$ _____	\$ _____
WW4. 4-04	Crushed Surfacing Top Course	205 Ton	\$ _____	\$ _____
WW5. 5-04	Temporary Pavement Patch	30 Ton	\$ _____	\$ _____
WW6. 7-05	Connect New Sewer Pipe 12-In. Diam. to Existing Structure	2 Each	\$ _____	\$ _____
WW7. 7-08	Underground Utility Potholing	1 Each	\$ _____	\$ _____
WW8. 7-08	Temporary Sanitary Sewer Bypass Plan	1 Lump Sum	Lump Sum	\$ _____
WW9. 7-08	Temporary Sanitary Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____
WW10. 7-17	PVC Sanitary Sewer Pipe 6-In. Diam.	45 Lin. Ft.	\$ _____	\$ _____
WW11. 7-17	PVC Sanitary Sewer Pipe 12-In. Diam.	370 Lin. Ft.	\$ _____	\$ _____
WW12. 7-17	Removal and Replacement of Unsuitable Material	780 Cu. Yd.	\$ _____	\$ _____
WW13. 7-17	Testing Sewer Pipe	415 Lin. Ft.	\$ _____	\$ _____
WW14. 7-19	Sewer Cleanout	4 Each	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES20-0144F

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SCHEDULE D1: WATER MAIN IMPROVEMENTS (Rule 170)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
W1. 1-09	Mobilization	1 Lump Sum	Lump Sum	\$ _____
W2. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
W3. 2-02	Removal/Disposal of existing asphalt, concrete sidewalk/curbing & concrete pavement (includes all thicknesses and combinations)	2,300 Sq. Yd.	\$ _____	\$ _____
W4. 5-04 9-03	Temporary HMA Class 1/2" PG58-22, 2-inch minimum depth, installed & removed	2,300 Sq. Yd.	\$ _____	\$ _____
W5. 7-04 7-09 7-17 7-18	Storm, Sanitary, Side Sewer Restoration	10 Each	\$ _____	\$ _____
W6. 7-09	Trench Shoring	6,570 Lin. Ft.	\$ _____	\$ _____
W7. 7-09 9-30	12-inch Ductile Iron Pipe, Push-On Joint, ANSI/AWWA, C151, Special Class Thickness No. 52, to furnish, lay and test, (Unit price to include Trench Excavation, Trench Backfill, and 8 mil. V-Bio Enhanced Polyethylene Encasement)	1,500 Lin. Ft.	\$ _____	\$ _____
W8. 7-09 9-30	8-inch Ductile Iron Pipe, Push-On Joint, ANSI/AWWA, C151, Special Class Thickness No. 52, to furnish, lay and test, (Unit price to include Trench Excavation, Trench Backfill, and 8 mil. V-Bio Enhanced Polyethylene Encasement)	5,299 Lin. Ft.	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES20-0144F

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
W9. 7-09 9-30	6-inch Ductile Iron Pipe, Push-On Joint, ANSI/AWWA, C151, Special Class Thickness No. 52, to furnish, lay and test, (Unit price to include Trench Excavation, Trench Backfill, and 8 mil. V-Bio Enhanced Polyethylene Encasement)	400 Lin. Ft.	\$ _____	\$ _____
W10. 9-30	12-inch x 8-inch Ductile Iron Tee, 3-B, M.J., installed	1 Each	\$ _____	\$ _____
W11. 9-30	12-inch x 8-inch Ductile Iron Cross	1 Each	\$ _____	\$ _____
W12. 9-30	12-inch x 6-inch Ductile Iron Tee, 3-B, M.J., installed	1 Each	\$ _____	\$ _____
W13. 9-30	12-inch Ductile Iron Tee, 3-B, M.J., installed	3 Each	\$ _____	\$ _____
W14. 9-30	8-inch x 6-inch Ductile Iron Tee, 3-B, M.J., installed	10 Each	\$ _____	\$ _____
W15. 9-30	8-inch x 4-inch Ductile Iron Tee, 3-B, M.J., installed	2 Each	\$ _____	\$ _____
W16. 9-30	8-inch Ductile Iron Tee, 3-B, M.J., installed	5 Each	\$ _____	\$ _____
W17. 7-09 9-30	12-inch Ductile Iron Ell, M.J., 45°, installed	10 Each	\$ _____	\$ _____
W18. 7-09 9-30	8-inch Ductile Iron Ell, M.J., 45°, installed	12 Each	\$ _____	\$ _____
W19. 7-09 9-30	8-inch Ductile Iron Ell, M.J., 22 1/2°, installed	2 Each	\$ _____	\$ _____
W20. 7-09 9-30	8-inch Ductile Iron Ell, M.J., 11 1/4°, installed	4 Each	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES20-0144F

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
W21. 7-09 9-30	6-inch Ductile Iron Ell, M.J., 45°, installed	6 Each	\$ _____	\$ _____
W22. 9-30	8-inch x 6-inch Ductile Iron Reducer, 2-B, M.J., w/ anchor, installed	1 Each	\$ _____	\$ _____
W23. 9-30	12-inch x 8-inch Ductile Iron Reducer, 2-B, M.J., w/ anchor, installed	1 Each	\$ _____	\$ _____
W24. 9-30	8-inch Ductile Iron Solid Sleeve (Long Pattern) M.J., installed	3 Each	\$ _____	\$ _____
W25. 9-30	12-inch Ductile Iron Solid Sleeve (Long Pattern) M.J., installed	1 Each	\$ _____	\$ _____
W26. 9-30	16-inch x 12-inch Tapping Sleeve	1 Each	\$ _____	\$ _____
W27. 7-09 9-30	12-inch Transition Coupling with 7-inch center ring, epoxy coating, and stainless steel bolts, C.I. to D.I., installed	6 Each	\$ _____	\$ _____
W28. 7-09 9-30	8-inch Transition Coupling with 7-inch center ring, epoxy coating, and stainless steel bolts, C.I. to D.I., installed	3 Each	\$ _____	\$ _____
W29. 7-09 9-30	6-inch Transition Coupling with 7-inch center ring, epoxy coating, and stainless steel bolts, C.I. to D.I., installed	4 Each	\$ _____	\$ _____
W30. 7-09 9-30	12-inch Ductile Iron Cap, M.J., tapped 2", installed and removed	5 Each	\$ _____	\$ _____
W31. 7-09 9-30	8-inch Ductile Iron Cap, M.J., tapped 2", installed and removed	6 Each	\$ _____	\$ _____

Contractor's Name: _____

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
W32. 7-09 9-30	6-inch Ductile Iron Cap, M.J., tapped 2", installed and removed	2 Each	\$ _____	\$ _____
W33. 7-09 9-30	4-inch Ductile Iron Cap, M.J., tapped 2", installed and removed	2 Each	\$ _____	\$ _____
W34. 7-09 9-30	4-inch Ductile Iron Plug, M.J., tapped 2", installed and removed	2 Each	\$ _____	\$ _____
W35. 7-09 9-30	8-inch Ductile Iron Plug, M.J., tapped 2", installed and removed	1 Each	\$ _____	\$ _____
W36. 7-09	Temporary 2-inch Blow-Off Assembly, installed and removed (Dwg. 17-56-1)	16 Each	\$ _____	\$ _____
W37. 7-09 7-14 9-30	4-inch Mechanical Joint Restraining Glands	4 Each	\$ _____	\$ _____
W38. 7-09 7-14 9-30	6-inch Mechanical Joint Restraining Glands	42 Each	\$ _____	\$ _____
W39. 7-09 7-14 9-30	8-inch Mechanical Joint Restraining Glands	9 Each	\$ _____	\$ _____
W40. 7-09 7-14 9-30	12-inch Mechanical Joint Restraining Glands	18 Each	\$ _____	\$ _____
W41. 7-09	Concrete Thrust Anchor, installed	47 Each	\$ _____	\$ _____
W42. 7-09	Temporary Concrete Thrust Anchor, installed and removed	16 Each	\$ _____	\$ _____

Contractor's Name: _____

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
W43. 7-09	Trench Compaction Test (as directed by the Inspector)	131 Each	\$ _____	\$ _____
W44. 7-09	Test Holes (See Special Provisions)	1 Lump Sum	Lump Sum	\$ _____
W45. 7-12 9-30	12-inch Butterfly valve, M.J., ANSI/AWWA, C504, with C.I. valve box	10 Each	\$ _____	\$ _____
W46. 7-12 9-30	12-inch Tapping Gate Valve, M.J.	1 Each	\$ _____	\$ _____
W47. 7-12 9-30	8-inch Gate Valve, M.J., ANSI/AWWA, C509/515, with C.I. Valve Box	15 Each	\$ _____	\$ _____
W48. 7-12 9-30	6-inch Gate Valve, M.J., ANSI/AWWA, C509/515, with C.I. Valve Box	13 Each	\$ _____	\$ _____
W49. 7-12 9-30	4-inch Gate Valve, M.J., ANSI/AWWA, C509/515, with C.I. Valve Box	2 Each	\$ _____	\$ _____
W50. 7-14 9-30	6-inch Hydrant, M.J., 5.5-ft bury, with 4-inch Tacoma Standard Threads & 5-inch Quick Coupling	9 Each	\$ _____	\$ _____
W51. 7-14 9-30	6-inch Hydrant, M.J., 6.0-ft bury, with 4-inch Tacoma Standard Threads & 5-inch Quick Coupling	2 Each	\$ _____	\$ _____
W52. 2-02	Removal and disposal of hydrant guard post	1 Lump Sum	Lump Sum	\$ _____
W53. 8-01	Street cleaning with Self-propelled Pickup and Vacuum Street Sweeper Equipment	79 Hour	\$ _____	\$ _____
W54. 8-22	Traffic Lane Markings	1 Lump Sum	Lump Sum	\$ _____
W55. 1-09	Force Account	1 Force Account	Estimated	\$ <u>70,000</u>

Contractor's Name: _____

Specification No. ES20-0144F

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SCHEDULE D2: WATER MAIN IMPROVEMENTS (Rule 170) – S WALTERS RD

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
W1. 1-09	Mobilization	1 Lump Sum	Lump Sum	\$ _____
W2. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
W3. 2-02	Removal/Disposal of existing asphalt, concrete sidewalk/curbing & concrete pavement (includes all thicknesses and combinations)	117 Sq. Yd.	\$ _____	\$ _____
W4. 5-04 9-03	Temporary HMA Class 1/2" PG58-22, 2-inch minimum depth, installed & removed	117 Sq. Yd.	\$ _____	\$ _____
W5. 7-09	Trench Shoring	335 Lin. Ft.	\$ _____	\$ _____
W6. 7-09 9-30	8-inch Ductile Iron Pipe, Push-On Joint, ANSI/AWWA, C151, Special Class Thickness No. 52, to furnish, lay and test, (Unit price to include Trench Excavation & Trench Backfill)	369 Lin. Ft.	\$ _____	\$ _____
W7. 9-30	8-inch x 6-inch Ductile Iron Tee, 3-B, M.J., installed	1 Each	\$ _____	\$ _____
W8. 7-09 9-30	8-inch Ductile Iron Ell, M.J., 45°, installed	4 Each	\$ _____	\$ _____
W9. 9-30	8-inch x 6-inch Ductile Iron Reducer, 2-B, M.J., w/ anchor, installed	1 Each	\$ _____	\$ _____
W10. 9-30	8-inch Ductile Iron Solid Sleeve (Long Pattern) M.J., installed	1 Each	\$ _____	\$ _____
W11. 7-09 9-30	8-inch Transition Coupling with 7-inch center ring, epoxy coating, and stainless steel bolts, C.I. to D.I., installed	1 Each	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES20-0144F

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
W12. 7-09 9-30	6-inch Transition Coupling with 7-inch center ring, epoxy coating, and stainless steel bolts, C.I. to D.I., installed	1 Each	\$ _____	\$ _____
W13. 7-09 9-30	8-inch Ductile Iron Cap, M.J., tapped 2", installed and removed	3 Each	\$ _____	\$ _____
W14. 7-09	Temporary 2-inch Blow-Off Assembly, installed and removed (Dwg. 17-56-1)	3 Each	\$ _____	\$ _____
W15. 7-09 7-14 9-30	6-inch Mechanical Joint Restraining Glands	7 Each	\$ _____	\$ _____
W16. 7-09 7-14 9-30	8-inch Mechanical Joint Restraining Glands	12 Each	\$ _____	\$ _____
W17. 7-09	Concrete Thrust Anchor, installed	4 Each	\$ _____	\$ _____
W18. 7-09	Temporary Concrete Thrust Anchor, installed and removed	3 Each	\$ _____	\$ _____
W19. 7-09	Trench Compaction Test (as directed by the Inspector)	7 Each	\$ _____	\$ _____
W20. 7-12 9-30	8-inch Gate Valve, M.J., ANSI/AWWA, C509/515, with C.I. Valve Box	1 Each	\$ _____	\$ _____
W21. 7-12 9-30	6-inch Gate Valve, M.J., ANSI/AWWA, C509/515, with C.I. Valve Box	1 Each	\$ _____	\$ _____
W22. 7-14 9-30	6-inch Hydrant, M.J., 4.5-ft bury, with 4-inch Tacoma Standard Threads & 5-inch Quick Coupling	1 Each	\$ _____	\$ _____

Contractor's Name: _____

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
W23. 8-01	Street cleaning with Self-propelled Pickup and Vacuum Street Sweeper Equipment	18 Hour	\$ _____	\$ _____
W24. 1-09	Force Account	1 Force Account	Estimated	\$ <u>10,000</u>

SCHEDULE A: ROADWAY IMPROVEMENTS (R) (Rule 171)Base Bid (Subtotal Items Nos. R1 – R80) \$ _____ **(1)****ROADWAY IMPROVEMENTS TOTAL** \$ _____ **(2)****SCHEDULE B1: STORM SEWER IMPROVEMENTS (S) (Rule 171)**Base Bid (Subtotal Items Nos. S1 – S30) \$ _____ **(3)****STORM SEWER IMPROVEMENTS TOTAL** \$ _____ **(4)****SCHEDULE B2: STORM SEWER IMPROVEMENTS (S) (Rule 171) – E 86TH ST**Base Bid (Subtotal Items Nos. S1 – S4) \$ _____ **(5)****STORM SEWER IMPROVEMENTS TOTAL** \$ _____ **(6)****SCHEDULE C1: WASTEWATER SEWER IMPROVEMENTS (WW) (Rule 170) – E 86TH ST**Base Bid (Subtotal Items Nos. WW1 – WW20) \$ _____ **(7)**10.3% Sales Tax (Items Nos. WW1 – WW20) \$ _____ **(8)****WASTEWATER SEWER IMPROVEMENTS TOTAL** \$ _____ **(9)****SCHEDULE C2: WASTEWATER SEWER IMPROVEMENTS (WW) (Rule 170) – S WALTERS RD**Base Bid (Subtotal Items Nos. WW1 – WW14) \$ _____ **(10)**10.3% Sales Tax (Items Nos. WW1 – WW14) \$ _____ **(11)****WASTEWATER SEWER IMPROVEMENTS TOTAL** \$ _____ **(12)**

Contractor's Name: _____

Specification No. ES20-0144F

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SCHEDULE D1: WATER MAIN IMPROVEMENTS (W) (Rule 170)Base Bid (Subtotal Items Nos. W1 – W55) \$ _____ **(13)**

10.3% Sales Tax (Items Nos. W1 – W55) \$ _____ (14)

WATER MAIN IMPROVEMENTS TOTAL \$ _____ (15)**SCHEDULE D2: WATER MAIN IMPROVEMENTS (W) (Rule 170) – S WALTERS RD**Base Bid (Subtotal Items Nos. W1 – W24) \$ _____ **(16)**

10.3% Sales Tax (Items Nos. W1 – W24) \$ _____ (17)

WATER MAIN IMPROVEMENTS TOTAL \$ _____ (18)**TOTAL BASE BID: (1) + (3) + (5) + (7) + (10) + (13) + (16)**
(not including sales tax) Rule 170

\$ _____

CITY OF TACOMA
Environmental Services / Science & Engineering Division

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

REQUEST For Bids SPECIFICATION NO. ES20-0144F
Larchmont District Infrastructure District

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

Received return of deposit in the sum of \$ _____, 20_____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (January 24, 2023), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

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

List of Subcontractor Categories of Work

Project Name _____

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, and/or plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. **This information must be submitted with the bid proposal or within one hour of the published bid submittal time via email to bids@cityoftacoma.org.**

Subcontractor(s) that are proposed to perform the work of structural steel installation and/or rebar installation must be listed below. **This information must be submitted with the bid proposal or within forty-eight hours of the published bid submittal time via email to bids@cityoftacoma.org.**

Failure to list subcontractors or naming more than one subcontractor to perform the same work will result in your bid being non-responsive. Contractors self-performing must list themselves below. The work to be performed is to be listed below the subcontractor(s) name.

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractors Bidder List

All subcontractors who submitted a quote regardless of if they were chosen for the bid must be listed below.

Subcontractor Name with Point of Contact _____
Mailing Address, Telephone Number, Email Address _____
Quoted Work to be Performed, Date Quoted _____
DBE/MBE/WBE Status _____

—

Subcontractor Name with Point of Contact _____
Mailing Address, Telephone Number, Email Address _____
Quoted Work to be Performed, Date Quoted _____
DBE/MBE/WBE Status _____

—

Subcontractor Name with Point of Contact _____
Mailing Address, Telephone Number, Email Address _____
Quoted Work to be Performed, Date Quoted _____
DBE/MBE/WBE Status _____

—

Subcontractor Name with Point of Contact _____
Mailing Address, Telephone Number, Email Address _____
Quoted Work to be Performed, Date Quoted _____
DBE/MBE/WBE Status _____

—

Subcontractor Name with Point of Contact _____
Mailing Address, Telephone Number, Email Address _____
Quoted Work to be Performed, Date Quoted _____
DBE/MBE/WBE Status _____

—

Subcontractor Name with Point of Contact _____
Mailing Address, Telephone Number, Email Address _____
Quoted Work to be Performed, Date Quoted _____
DBE/MBE/WBE Status _____

—

Subcontractor Name with Point of Contact _____
Mailing Address, Telephone Number, Email Address _____
Quoted Work to be Performed, Date Quoted _____
DBE/MBE/WBE Status _____

—

Subcontractor Name with Point of Contact
Mailing Address, Telephone Number, Email Address
Quoted Work to be Performed, Date Quoted
DBE/MBE/WBE Status

Subcontractor Name with Point of Contact
Mailing Address, Telephone Number, Email Address
Quoted Work to be Performed, Date Quoted
DBE/MBE/WBE Status

Subcontractor Name with Point of Contact
Mailing Address, Telephone Number, Email Address
Quoted Work to be Performed, Date Quoted
DBE/MBE/WBE Status

Subcontractor Name with Point of Contact
Mailing Address, Telephone Number, Email Address
Quoted Work to be Performed, Date Quoted
DBE/MBE/WBE Status

Subcontractor Name with Point of Contact
Mailing Address, Telephone Number, Email Address
Quoted Work to be Performed, Date Quoted
DBE/MBE/WBE Status

Subcontractor Name with Point of Contact
Mailing Address, Telephone Number, Email Address
Quoted Work to be Performed, Date Quoted
DBE/MBE/WBE Status

Subcontractor Name with Point of Contact
Mailing Address, Telephone Number, Email Address
Quoted Work to be Performed, Date Quoted
DBE/MBE/WBE Status

Subcontractor Name with Point of Contact
Mailing Address, Telephone Number, Email Address
Quoted Work to be Performed, Date Quoted
DBE/MBE/WBE Status

STATEMENT OF QUALIFICATIONS FOR POROUS HMA INSTALLATION

This form shall be completed in its entirety and submitted with the bid. Failure to submit and meet the requirements as stated in Part III-A Section 1-02.1 of the Special Provisions shall 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 Contractor and the superintendent assigned to this project shall each have a minimum of 2 successfully completed projects that include installation of porous HMA. These projects shall be similar in scope to this proposed project. This requirement can be fulfilled by subcontractor completing the work.

Porous HMA Contractor:

Name: _____

Address: _____

Phone: _____ Contact Person: _____

List two projects of a similar nature which Contractor has completed within the last 5 years. Include contract amount and contact information for references:

Project Name	Amount	Owner/Agency	Contact	Phone	Year Completed

Superintendent:

Name: _____

List two projects of a similar nature which Contractor has completed within the last 5 years. Include contract amount and contact information for references:

Project Name	Amount	Owner/Agency	Contact	Phone	Year Completed

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature _____

_____ Date _____

Name and title of signer (please type)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name Click here to enter text.		Project Name Click here to enter text.	
Bid/ Proposal No. Click here to enter text.	Assistance Agreement ID No. (if known) Click here to enter text.	Point of Contact Click here to enter text.	
Address Click here to enter text.			
Telephone No. Click here to enter text.		Email Address Click here to enter text.	
Prime Contractor Name Click here to enter text.		Issuing/Funding Entity Department of Ecology	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment, or Supplies	Amount Received by Prime Contractor
Click here to enter text.	Click here to enter text.	Click here to enter text.

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

Please use the space below to report any concerns regarding the above EPA-funded project:
[Click here to enter text.](#)

Subcontractor Signature	Print Name
Title	Date
Click here to enter text.	Click here to enter text.



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name Click here to enter text.		Project Name Click here to enter text.	
Bid/ Proposal No. Click here to enter text.	Assistance Agreement ID No. (if known) Click here to enter text.	Point of Contact Click here to enter text.	
Address Click here to enter text.			
Telephone No. Click here to enter text.		Email Address Click here to enter text.	
Prime Contractor Name Click here to enter text.		Issuing/Funding Entity Department of Ecology	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment, or Supplies	Price of Work Submitted to the Prime Contractor
Click here to enter text.	Click here to enter text.	Click here to enter text.
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: Click here to enter text.		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date
Click here to enter text.	Click here to enter text.

Subcontractor Signature	Print Name
Title	Date
Click here to enter text.	Click here to enter text.



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name <small>Click here to enter text.</small>		Project Name <small>Click here to enter text.</small>	
Bid/ Proposal No. <small>Click here to enter text.</small>	Assistance Agreement ID No. (if known) <small>Click here to enter text.</small>	Point of Contact <small>Click here to enter text.</small>	
Address <small>Click here to enter text.</small>			
Telephone No. <small>Click here to enter text.</small>		Email Address <small>Click here to enter text.</small>	
Issuing/Funding Entity Department of Ecology			

I have identified potential DBE certified subcontractors <input type="checkbox"/> YES <input type="checkbox"/> NO			
If yes, please complete the table below. If no, please explain: <small>Click here to enter text.</small>			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Estimated Dollar Amount	Currently DBE Certified?
<small>Click here to enter text.</small>	<small>Click here to enter text.</small>	<small>Click here to enter text.</small>	<small>Click here to enter text.</small>
<small>Click here to enter text.</small>	<small>Click here to enter text.</small>	<small>Click here to enter text.</small>	<small>Click here to enter text.</small>
<small>Click here to enter text.</small>	<small>Click here to enter text.</small>	<small>Click here to enter text.</small>	<small>Click here to enter text.</small>

Add more lines if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date
Click here to enter text.	Click here to enter text.



City of Tacoma
Community & Economic Development
Office of Equity in Contracting
747 Market Street, Rm 900
Tacoma WA 98402
253-591-5826
Email: EICOffice@cityoftacoma.org

EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the contractors, subcontractors, material suppliers or other types of firms that are intended to be used to meet the stated EIC requirements for the contract awarded from this solicitation. This information will be used to determine contract award. Additional forms may be used if needed.

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from Businesses that are "Certified" by the Office of Minority and Women's Business Enterprises (OMWBE) www.omwbe.wa.gov as a MBE, WBE, and SBE to be known as "Certified Business".
- It is the Prime contractor's responsibility to verify the certification status of the business(s) intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ **Complete business names and phone numbers are required to verify your usage of Certified Businesses**

a. Business Name and Certification Number(s)	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization %	k. SBE Utilization %					

By signing and submitting this form the bidder certifies that the OMWBE Certified Business(s) listed will be used on this project including all applicable change orders.

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

Addendum No. 2

The purpose of these instructions is to assist bidders in properly completing the EIC Utilization Form.

This form when submitted with your bid, provides information to the City of Tacoma to accurately review and evaluate your proposed EIC usage.

1. * Base Bid is the prime contractor's bid, plus any alternates, additives and deductibles selected by the City of Tacoma. Also, please refer to Items #10-12 below.
2. Column "a" – List all **Certified Business(s)** that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if the **Certified Business(s)** is being utilized as an MBE, WBE, or SBE. (Businesses may count towards multiple requirements).
4. Column "c" – List the appropriate NAICS code(s) for the scope of work, services, or materials/supplies for each **Certified Business**.
5. Column "d" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the **Certified Businesses** have negotiated prior to bid opening.
6. Column "e" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
7. Column "f" – Estimated MBE Usage Dollar Amount: For all MBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
8. Column "g" – Estimated WBE Usage Dollar Amount: For all WBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
9. Column "h" – Estimated SBE Usage Dollar Amount: For all MBE, WBE, or SBE firms used, Multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
10. Block "i" – The percentage of actual MBE utilization calculated on the Base Bid only. (Divide the sum of Estimated MBE Usage Dollar Amount (Column "f") by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column "f" divided by Base Bid (*) x 100 = MBE usage as a percentage of the Base Bid.)
11. Block "j" – The percentage of actual WBE utilization calculated on the Base Bid only. (Divide the sum of Estimated WBE Usage Dollar Amount (Column "g") by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column "g" divided by Base Bid (*) x 100 = WBE usage as a percentage of the Base Bid.)

12. Block “k” – The percentage of actual SBE utilization calculated on the Base Bid only. (Divide the sum of Estimated SBE Usage Dollar Amount (Column “h”) by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column “h” divided by Base Bid (*) x 100 = SBE usage as a percentage of the Base Bid.)

It is the prime contractor’s responsibility to check the status of **Certified Businesses** prior to bid opening. Call the EIC Office at 253-591-5826 or email at EICOffice@cityoftacoma.org for additional information.