



City of Tacoma, WA

**ENVIRONMENTAL SERVICES OPERATIONS AND
MAINTENANCE**

REQUEST FOR BIDS

**OUTFALL DIFFUSER INSPECTIONS AND ON CALL
MAINTENANCE FOR BUOYS**

SPECIFICATION NO. ES21-0571N



City of Tacoma
ENVIRONMENTAL SERVICES, OPERATIONS AND MAINTENANCE
DIVISION

REQUEST FOR BIDS SPECIFICATION NO. ES21-0571N
OUTFALL DIFFUSER INSPECTIONS AND ON CALL MAINTENANCE FOR
BUOYS

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, September 22, 2022.

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, sendbid@cityoftacoma.org as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

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

Bid Opening:

Submittals in response to a RFB will be 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 by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

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

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

Project Scope: The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for Outfall Diffuser Inspections and On Call Maintenance for Buoys. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

Estimate: \$190,000

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.


Additional Information: Requests for information regarding the specifications may be obtained by contacting Sara Bird, Senior Buyer by email to sbird@cityoftacoma.org

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SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award. Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page.

The following items make up your submittal package:	
One electronic copy of your complete submittal package	
Signature Page (Appendix B)	
Price Proposal Form (Appendix B)	
Certification of Compliance with Wage Payment Statutes (Appendix B)	
State Responsibility and Reciprocal Bid Preference Information (Appendix B)	
Professional References (Appendix B)	
Sustainability (Appendix B)	
After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance and related endorsements	
Payment and Performance Bonds	

SPECIAL REMINDER TO ALL BIDDERS

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

1. This project has been deemed to be an essential project by the City of Tacoma and it is anticipated that the contract will be operational during the COVID-19 outbreak. Therefore, the contractor shall complete a health and safety plan describing how the contractor will complete the work while combating the COVID-19 spread (social distancing practices) and what Personal Protective Equipment (PPE) will be in place.

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 before the bid is submitted:

1. **PRICE 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. **SUSTAINABILITY:** To be filled in by the bidder.
4. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
5. **PROFESSIONAL REFERENCES:** To be filled out by the bidder.
6. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).

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. **GENERAL RELEASE.**

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.

SPECIAL NOTICE TO BIDDERS

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).
5. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW and must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to the non-resident contractor's bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

The City may require bidders to furnish information, sworn or certified to be true, to demonstrate compliance with the City responsibility criteria set forth above. If the city manager or director of

utilities is not satisfied with the sufficiency of the information provided, or if the prospective respondent does not substantially meet all responsibility requirements, any submittal from such respondent must be disregarded.

B. ADDITIONAL SUPPLEMENTAL CRITERIA

Enter Supplemental Criteria Here, If 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.

1. DESCRIPTION OF WORK

The City of Tacoma (City), Environmental Services, Maintenance and Operations Division is soliciting bids to establish a single contract with qualified vendors to fulfill the City's needs for the inspection of two marine outfall diffusers located at the outfalls of the Central Treatment Plant and the North End Treatment Plant. Additionally, this contract will be for on-call service, related to two outfall buoys, on an as-needed basis. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

The Contractor is not guaranteed any amount and the actual compensation will depend upon the actual purchases made over the life of this Contract which would be assigned on an on-call and as-needed basis as described in the Contract documents.

1.1 What is the project's estimate? \$190,000

2. CALENDAR OF EVENTS

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

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

Question Deadline:	9/8/2022
City response to Questions:	9/15/2022
Submittal Due Date:	9/22/2022
Anticipated Award Date, on or about:	9/29/2022

3. INQUIRIES

Questions should be submitted to Sara Bird via email to sbird@cityoftacoma.org

Subject line to read:

ES21-0571N – Outfall Diffuser Inspections and On Call Maintenance for Buoys – VENDOR NAME

3.1 Questions marked confidential will not be answered or included.

3.2 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential. Questions must be received by 3 pm on the date indicated in the Calendar of Events.

3.3 The answers are not typically considered an addendum.

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

3.5 Written answers to questions will be posted in the event approximately one week after the question deadline.

4. PRE-BID MEETING

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

5. DISCLAIMER

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

6. DELIVERY

- 6.1** Delivery shall be to the City of Tacoma, 2210 Portland Avenue, Tacoma, WA, 98421

Each vendor will be required to submit a delivery timeline they can commit to. Purchase order delivery dates will reflect this timeline. In the event a purchase order deliver date is not met, the City reserves the right to purchase these products elsewhere if they are in a time constraint. If constant late deliveries occur, the City may terminate the contract.

- 6.2** Hours of operation shall be Monday through Friday, 7:00 a.m. to 3:30 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

7. CONTRACT TERM

The contract will be for a three-year period with the option to renew the contract two additional one-year terms and is subject to the price increase/decrease provisions per the [Price Adjustments](#) section. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

8. RESPONSIVENESS

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

9. AWARD

Award will be made to the lowest responsive, responsible bidder. All bidders shall provide unit or lump sum pricing for each line item. Each line item will be added up for a subtotal price. The subtotal price will be compared amongst each bidder, including any payment discount terms

offered twenty (20) days or more. The City may also take into consideration all other criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262.

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

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

1. Compliance with specification.
2. Proposal prices, listed separately if requested, as well as a lump sum total
3. Time of completion/delivery.
4. Warranty terms.
5. Bidder's responsibility based on, but not limited to:
 - a) Ability, capacity, organization, technical qualifications, and skill to perform the contract or provide the services required.
 - b) References, judgment, experience, efficiency, and stability.
 - c) Whether the contract can be performed within the time specified.
 - d) Quality of performance of previous contracts or services

10. PRICE ADJUSTMENTS

Bid submittal prices will establish a base against which Contractors may request price adjustments per the following terms:

1. The city may consider price adjustments for each 12-month period
2. Contractor shall submit proposed price changes in writing to the contract administrator (contract information provided after award) 30 days prior to the effective date
3. The city reserves the right to accept or reject all such price adjustments
4. Price increases will be adjusted only to the amount of cost increase to Contractor. No adjustment will be made for Contractor profit margin
5. Any proposed price increase to Contract line items must be beyond the control of the contractor and supported by written documentation from the manufacturer or wholesale distributor, indicating new higher cost adjustments in effect
6. Increase requests may be evaluated against various market conditions, including but not limited to:
 - a) Consumer Price Index for Seattle - Tacoma - Bremerton, All Items 1982-84+100, for comparable period
 - b) Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average Index for All Items, 1982-84=100, unadjusted for the comparable period
 - c) State/federal regulations affecting production costs of the materials
 - d) Volatile commodity market conditions
 - e) Various producer price or commodity indices

- f) Minimum wage adjustments

11. GENERAL PROVISIONS

City of Tacoma General Provision apply.

12. INSURANCE REQUIREMENTS

Successful proposer will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements document applicable to the services, products, and deliverables provided under the solicitation. The City of Tacoma Insurance Requirements document is fully incorporated into the solicitation by reference.

13. PREVAILING WAGE INFORMATION

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

The project site is located in Pierce County.

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

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

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

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

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

REQUIRED FILINGS

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

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

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the

Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://secure.lni.wa.gov/> or by visiting their MY L&I account.

14. PAYMENT AND PERFORMANCE BOND

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

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

Payment and Performance Bonds can be closed out annually in line with contract renewals. The same bonds can remain in place throughout the contract and status inquiries to close out the previous year before renewals can be sent to Josiah Rowell, Warehouse Supervisor, via email to jrowell@cityoftacoma.org.

15. REPORTS

After the conclusion of the contract, upon request from the City to facilitate a new bid process, contractor shall furnish a list that cross references the manufacturer model numbers specified in this bid to the current model numbers.

16. COMPLIANCE WITH SPECIFICATIONS

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

17. MATERIALS AND WORKMANSHIP

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

18. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the City of Tacoma's [Sustainable Procurement Policy](#), it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the

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environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

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

- Reduction of pollutant releases
- Toxicity of materials used
- Waste generation
- Greenhouse gas emissions, including transportation of materials and services
- Recycle content
- Comprehensive energy conservation measures
- Waste management reduction plans
- Potential impact on human health and the environment

19. EQUITY IN CONTRACTING

This solicitation does not have an EIC goal, however the City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See the **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

20. PROPRIETARY OR CONFIDENTIAL INFORMATION

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

Information that is confidential or proprietary must be clearly marked. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release.

21. SCOPE OF WORK AND DELIVERABLES

The City's permit from the Washington State Department of Ecology (Ecology) requires periodic inspections of the Central Treatment Plant's and the North End Treatment Plant's Commencement Bay outfall (outfall) diffuser pipes. The purpose of this contract is to conduct the required inspections and to assist the City's Corrosion Consultant to verify the proper operation of the diffuser cathodic protection system on the CTP outfall.

The inspection shall be completed by qualified construction divers (completing the inspection only using a Remotely Operated Vehicle (ROV) is not acceptable) and shall be documented with a High Definition (HD) video camera. The successful proposal shall have at least 3 years of successful experience with a minimum of five (3) jobs total in outfall inspections and shall attach a minimum of 3 references with contact information with their proposal. The Contractor shall abide by all applicable marine rules. The Contractor shall provide all necessary equipment for the inspection and ensure that all marine equipment complies with all regulatory and safety requirements. Central Treatment Plant

A. Central Treatment Plant

Treated wastewater from the City's Central Treatment Plant (CTP) discharges to Commencement Bay via a marine outfall. The outfall consists of four segments.

- Land segment: Approximately 15,000 feet of 60-inch, pre-stressed concrete cylinder pipe originating at the CTP and terminating near Pier No. 5 on the Port of Tacoma's property.
- Onshore marine segment: Approximately 650 feet of onshore 56-inch outer diameter steel pipe connecting the land and offshore marine segments.
- Offshore marine segment: Approximately 938 feet of offshore 56-inch outer diameter steel pipe over coated with 3-inch-thick cement mortar.
- Diffuser segment: A 298-foot-long, 56-inch outer diameter, steel diffuser section equipped with 30 alternating-direction risers. Each 12-inch, 316 stainless steel riser pipe ends with an elastomeric Tide-Flex check valve. The 56-inch steel pipe is protected with a 3-inch-thick cement mortar coating. An impressed current cathodic protection system, located near the end of the onshore marine segment, is designed to provide sufficient current output to protect the diffuser segment.
-

The City constructed the outfall in the late 1980's. The original diffuser installation included orifice plates on the end of the diffuser risers. The orifice plates were removed, and Tide-Flex valves were installed in 1997 (see Attachment A - Drawing C-1 Outfall Diffuser Details). The Tide-Flex valve bolts and fasteners are 316 stainless steel.

The Outfall is located in Commencement Bay of Puget Sound (see Attachment B - Figure 4.9 CTP Outfall Depth Profile) at a depth from mean higher high water (MHHW) of approximately 170 feet.

Central Treatment Plant Diffuser Inspection Requirements:

The scope of the inspection shall include the following at a minimum:

- a. Inspect each of the diffuser risers and associated Tide-Flex valves to accomplish the following:
 - i. Confirm that the diffusers are upright and appear to be in good condition.
 - ii. Visually observe effluent flow from each Tide-Flex valve. Record the opening width of each Tide-Flex valve. Record the day and time that this takes place.

- iii. Identify and document any signs of corrosion on the risers or on the pipe or valve flange fasteners (hardware).
 - iv. Look for broken or loose hardware. Visually inspect all exposed flange and valve hardware. Use a wrench to conduct a tightness test of approximately 25 percent of the exposed flange and valve hardware on each diffuser riser. If loose hardware is found, manually tighten the hardware.
 - v. Marine growth may prevent the inspection of the diffuser pipe and flange and valve hardware on some or all diffuser risers. If all diffusers are obscured with marine growth, the outfall inspection must include a visual inspection of valve and flange hardware; and hardware tightness test; of at least seven diffusers. Some removal of marine growth may be required in order to meet this minimum diffuser inspection requirement. Relocate marine growth, if reasonably feasible. If broken or loose fasteners are found on some of the initial seven diffusers, up to eight additional diffusers may require marine growth removal for additional hardware inspection.
 - vi. Look for evidence of cracking or splitting of the Tide-Flex valve elastomeric surfaces.
- b. Inspect the condition of all exposed portions of the 54-inch outfall pipe. Look for cracks in the mortar coating and other signs of damage or corrosion. Give particular attention to the condition of all joints, flanges, and bonding cables (where exposed).
****During previous diffuser inspection (conducted in 2014), the Contractor found that the 54-inch outfall pipe was buried by sediment except for a small section of pipe. More or less of the outfall pipe may be exposed at this time due to changing marine conditions.* Note the presence of any large debris in the immediate vicinity of the outfall pipe.
- c. A buoy was installed in 2014 to mark the location of the end of the outfall. Confirm the buoy is still in place, attachment hardware is in good condition, and correctly marking the outfall location.

Central Treatment Plant Outfall - Cathodic Protection System Testing Requirements:

An impressed current cathodic protection rectifier station is located near the end of the land portion of the CTP outfall. The purpose of the rectifier station is to apply a cathodic protection electrical current in sufficient quantities to reduce the steel pipe corrosion rate. However, for the cathodic protection system to be effective there must be a continuous flow of current from the rectifier station to the end of the outfall. When the outfall was constructed, bonding cables were installed at each joint and flanged connection along the offshore marine segment and diffuser segment to facilitate the flow of cathodic protection current. It is not known if the bonding cables are still intact.

As part of the outfall inspection, the City's Corrosion Consultant will accompany the Contractor (in the Contractor's vessel) to the outfall location to test the condition of the diffuser cathodic protection system. The Contractor shall provide the City with 14 days' notice prior to the cathodic protection system testing date to allow coordination with the Corrosion Consultant. The Corrosion Consultant will provide all required electrical testing equipment. The Contractor's

divers will be required to make electrical contact, using provided test leads, to various outfall diffuser sections as outlined below.

The cathodic protection system testing will generally consist of the following and will be coordinated by the City's Corrosion Consultant.

1. Contractor will use test leads to make electrical contact with three diffusers (#30, #15, and #1). Electrical contact will consist of touching the exposed metallic piping with an awl attached to a test lead that runs up to the diving boat. City staff will cycle the rectifier station power on and off as directed by the Corrosion Consultant and/or adjust the rectifier output upward, if needed, to provide more protective current to the testing location. If acceptable readings are obtained at all test locations (as determined by the Corrosion Consultant), the testing will conclude.
2. If electrical continuity is not demonstrated by acceptable readings along the entire length of the diffuser section, it will be necessary to identify the location of the break(s) in electrical continuity. This will require divers to make contact with electrical test leads to numerous diffuser locations along the length of the outfall until the Corrosion Consultant is able to identify the location of the break(s) in electrical continuity.

B. North End Treatment Plant

Treated wastewater from the City's North End Treatment Plant (NETP) discharges to Commencement Bay via a marine outfall. The outfall consists of the following segments.

- Land segment: Approximately 750 feet of 36-inch concrete pipe originating at the NETP chlorine contact chamber and terminating at the effluent junction structure on the shoreline adjacent to Ruston Way. This segment was installed in 1967. The outfall vault was repaired in 2019 (See Attachment C - 2019 North End Treatment Plant Outfall Vault Repair Project Drawings).
- Offshore marine segment: Approximately 720 feet of offshore, buried 36-inch concrete pipe originating at the effluent junction structure and extending into Commencement Bay. This segment was installed in 1967. The NETP outfall originally terminated at the end of this segment without a diffuser section.
- Offshore marine extension and diffuser segment: In 1989, the original NETP outfall was extended further into Commencement Bay and a diffuser section was added. This segment consists of approximately 180 feet of 40-inch nominal diameter (36-inch inner diameter), HDPE pipe terminating with a diffuser section. The diffuser section consists of six, 316SS diffuser risers at varying heights. Each diffuser pipe terminates with a diffuser orifice plate. Concrete anchor blocks are placed at 15 feet on center along the HDPE outfall pipe. An end plate is installed on the end of the HDPE outfall pipe.

The outfall is located in Commencement Bay of Puget Sound (see Attachment D –NETP Outfall Profile Drawings and Outfall Location, and Attachment E – 2009 NETP Outfall Inspection Report).

North End Treatment Plant Outfall Inspection Requirements:

The scope of the inspection shall include the following at a minimum:

- a. Inspect each of the diffuser risers to accomplish the following:
 - i. Confirm that the diffusers are upright and appear to be in good condition.

- ii. Visually observe effluent flow from each diffuser orifice plate.
 - iii. Identify and document any signs of corrosion on the risers, flanges, orifice plates or flange fasteners (hardware).
 - iv. Look for broken or loose hardware. Visually inspect all exposed flange hardware. Use a wrench to conduct a tightness test of approximately 25 percent of the exposed flange hardware on each diffuser riser. If loose hardware is found, manually tighten the hardware, if possible.
 - v. Marine growth may prevent the inspection of the diffuser pipe and flange and valve hardware on some or all diffuser risers. If all diffusers are obscured with marine growth, the outfall inspection must include a visual inspection of valve and flange hardware, and hardware tightness test. Some removal of marine growth may be required. Relocate marine growth, if reasonably feasible.
- b. Inspect the condition of all exposed portions of the 40-inch outfall pipe, anchor blocks, and end plate. Look for cracks and other signs of damage or failure. Give particular attention to the condition of all joints and flanges. Look for broken, loose, or corroded hardware. Visually inspect all exposed flange hardware. Use a wrench to conduct a tightness test of approximately 25 percent of the exposed flange hardware. If loose hardware is found, manually tighten the hardware. Make note of the presence of any large debris in the immediate vicinity of the outfall pipe. An inspection profile of the outfall from a previous inspection (Attachment E) is attached for reference.
- c. A buoy marks the location of the beginning of the outfall diffuser section. Confirm the buoy is still in place, attachment hardware is in good condition, and correctly marking the outfall location.

Deliverables:

Upon completion of the inspection, the Contactor shall provide 3 copies of the inspection videos and photos on DVD's and a written report to the City of Tacoma fully describing and documenting the observed condition of the exposed items outlined above in the CTP and NETP Inspection Requirements including, but not limited to: the CTP 54-inch outfall diffuser and each diffuser riser for CTP and NETP. Diffuser inspection data shall be in tabular form and shall address each of the diffuser inspection requirements above for each numbered diffuser. An example of tabulated data from a previous report in an acceptable format is provided below. The report shall also include a photo of each diffuser riser and Tide-Flex valve. The quality and detail of the HD inspection video shall be reviewed by City personnel and shall be accepted by Ecology as sufficient for the permit-required inspection. The report and video shall identify the diffusers by number (1 through 30) with the diffuser located closest to the shore identified as diffuser number 30.

All work must be completed by qualified construction diver with verified experience in the inspection and repair of outfall buoys.

22. ON-CALL MAINTENANCE SERVICE

Use Pricing Proposal, Page (2)

Must provide a 24-hour service number and respond to service request within 24 hours
Vendor shall be on-site, performing on-call maintenance within 48 hours of initial City of Tacoma call.

On-call maintenance service-related issues *include but are not limited to* locating, recovering, and inspecting, securing, cleaning, and repairing buoy. Replacing anchoring system if necessary and returning buoy to station. Making contact & advising United States Coast Guard (USCG) that navigational aid is out of service and reporting to USCG when buoy is back on station.

A. Buoy #1 - Outfall Buoy for Central Treatment Plant

2201 Portland Avenue, Tacoma, WA 98421

Buoy Location:

The buoy is located on Commencement Bay at 47-16.672N X 122.25.297W at a depth of 160 Feet.

Buoy Description:

The Buoy is a USCG 1994 Type 5X9 LRF can buoy with 1- 12/5000 battery, 2-MSX-10 solar module with brackets, 1-155 mm C/R marine lantern with 6-place lamp changer and a programmable flasher.

Anchor:

The buoy is anchored with a 4000 lb. Ecology block with a 4-point bridal and ¾ in. double braided nylon rope with shackles.

B. Buoy # 2 - Outfall Buoy for North End Treatment Plant

4002 North Waterview Street, Tacoma WA 98407

Buoy Location:

The buoy is located on Commencement Bay at 47-16.40.000 N X 122.25.17000 W at a depth of 82 Feet.

Buoy Description:

The buoy is a USCG 1994 Type 5X9 LRF can buoy- Softlite Ionomer Foam Type 350 with 1- 12/5000 battery, 2-MSX-10 Solar Modules with brackets, 1-155 mm C/R marine Lantern with 6-place lamp changer and a programmable flasher.

Anchor:

The buoy is anchored with a 4000 lb. ecology block with a 4-point bridal and ¾ in. double braided nylon rope with shackles

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.

APPENDIX A PLANS, DRAWING, AND REPORTS

Drawing C1 Outfall Diffuser Details

Figure 4.9 CTP Outfall Depth Profile

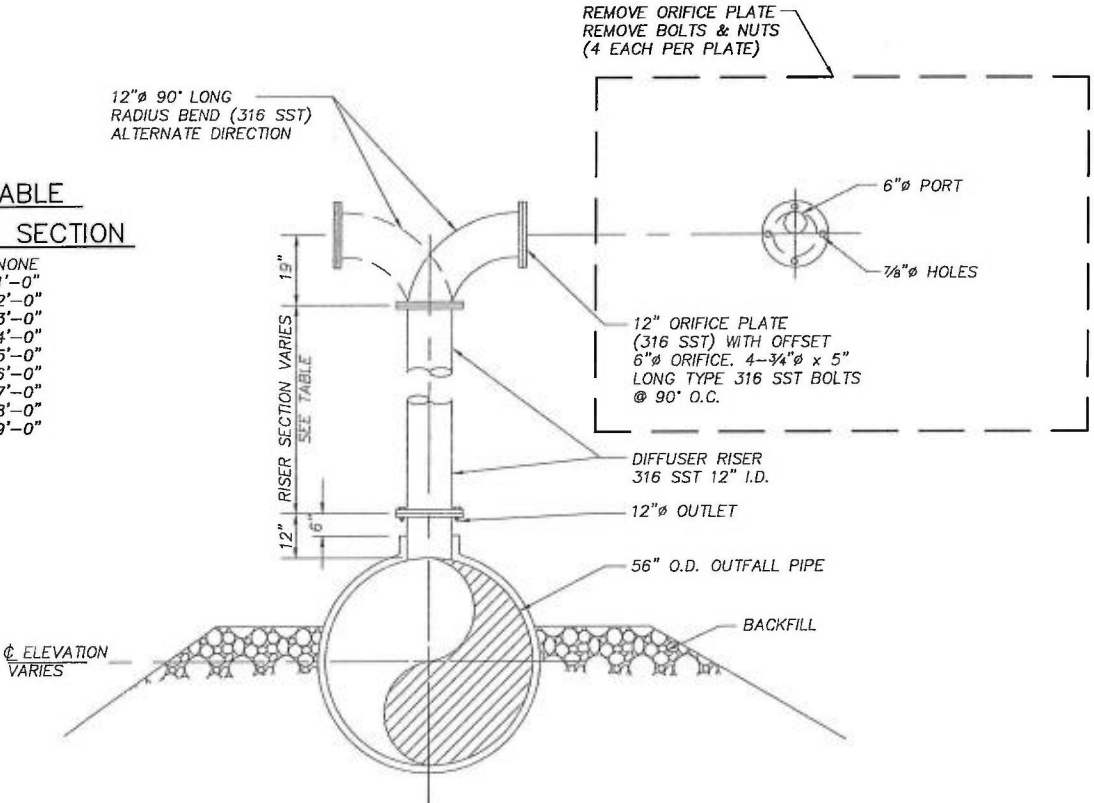
2019 North End Treatment Plant Outfall Vault Repair Project Drawings

NETP Outfall Profile Drawings and Outfall Location

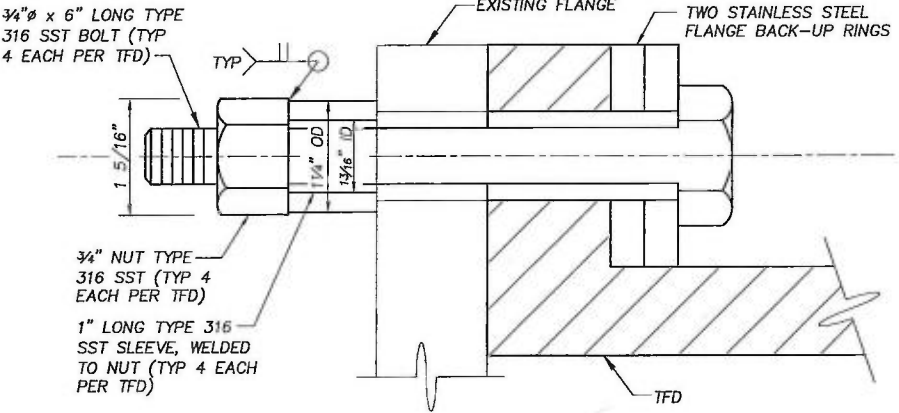
2009 NETP Outfall Inspection Report

DIFFUSER PORT TABLE

NO	RISER SECTION
1-3	NONE
4-6	1'-0"
7-9	2'-0"
10-12	3'-0"
13-15	4'-0"
16-18	5'-0"
19-21	6'-0"
22-24	7'-0"
25-27	8'-0"
28-30	9'-0"

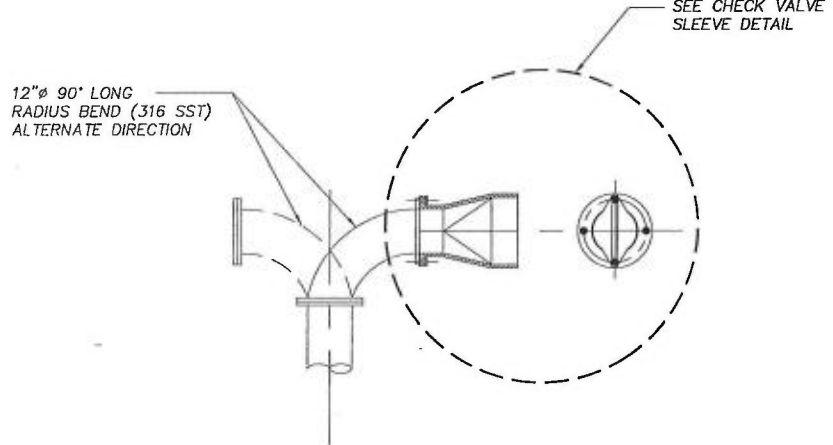


EXISTING DIFFUSER
DETAIL
1/2" = 1'

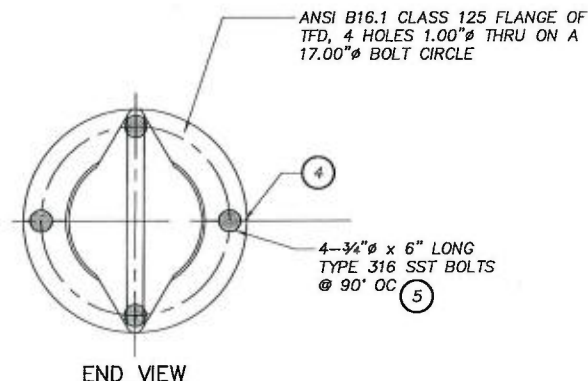
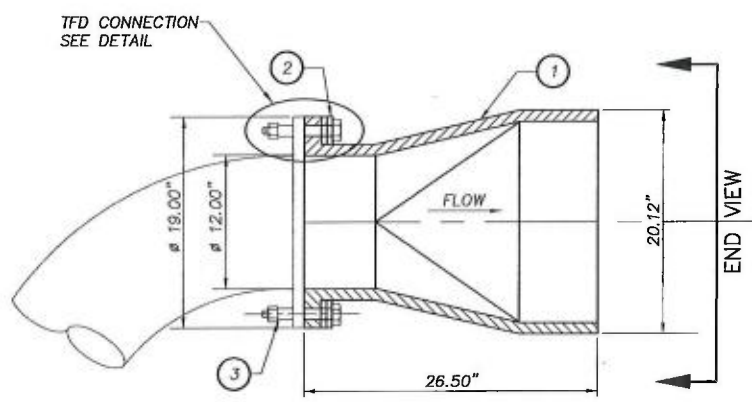


NOTE:
DIFFUSER NUT/SLEEVE TO BE FABRICATED PRIOR TO UNDERWATER WORK

TFD CONNECTION
DETAIL
1" = 1"



DIFFUSER WITH TFD
DETAIL
1/2" = 1'



- NOTES:
- 12" TIDE-FLEX DIFFUSER CHECK VALVE (TFD)
 - TFD VALVE IS TO BE MOUNTED WITH THE OUTLET IN THE VERTICAL POSITION
 - INSTALL NUT WITH SLEEVE ADJACENT TO INSIDE RISER FLANGE AS SHOWN
 - ROTATE SPLIT ON SECOND RING 90° WITH RESPECT TO FIRST
 - NEW BOLTS TO BE INSERTED IN SAME HOLES OCCUPIED BY EXISTING BOLTS
 - THIS CONTRACT DRAWING HAS BEEN REDUCED TO HALF SIZE. THEREFORE PRIOR TO SCALING DETAILS, THE NOTED SCALES MUST BE ADJUSTED APPROPRIATELY

CHECK VALVE SLEEVE
DETAIL
1/2" = 1'

Parametrix, Inc.

WASHINGTON	OREGON
Sumner	Portland
Bremerton	HAWAII
Kirkland	Honolulu

NO	REVISION	DATE	APPD

FINAL CONSTRUCTION CHECKED	DATE AUG 1997	SCALE AS SHOWN
BY	DESIGNED D. McBRIDE	CHECKED D. BERSCHAUER
DATE	DRAWN S. TUCKER	APPROVED S. GILBERT
FIELD BOOKS		

21-1564-28	15642801
------------	----------



11/3/97

11/3/97

UTILITY SERVICES ENGINEERING DIV. MANAGER

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS
CITY OF TACOMA CENTRAL TREATMENT PLANT OUTFALL DIFFUSER ENHANCEMENT
DIFFUSER ENHANCEMENT DETAILS

DC1007
SHEET NO. C-1
SHEET 1 OF 1

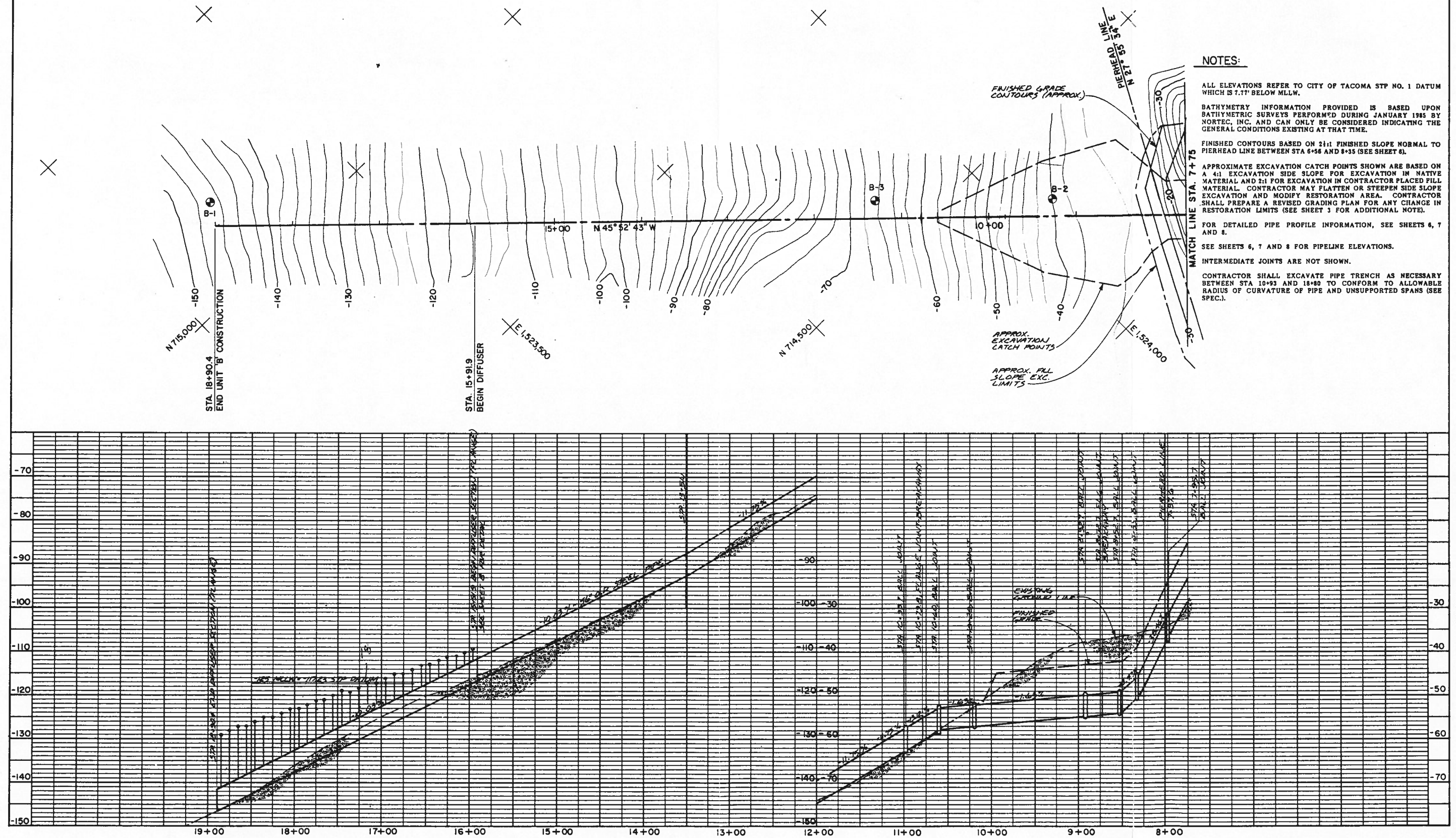
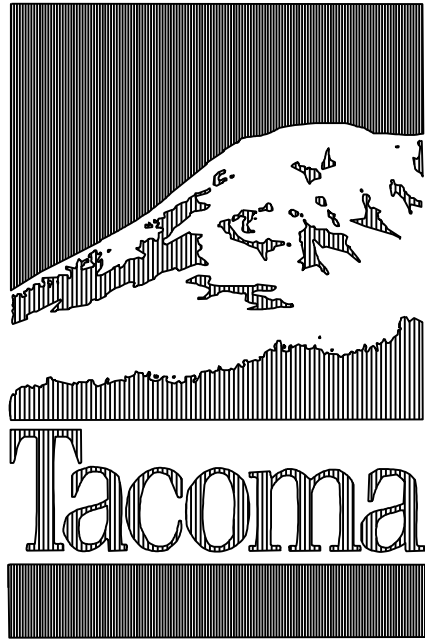
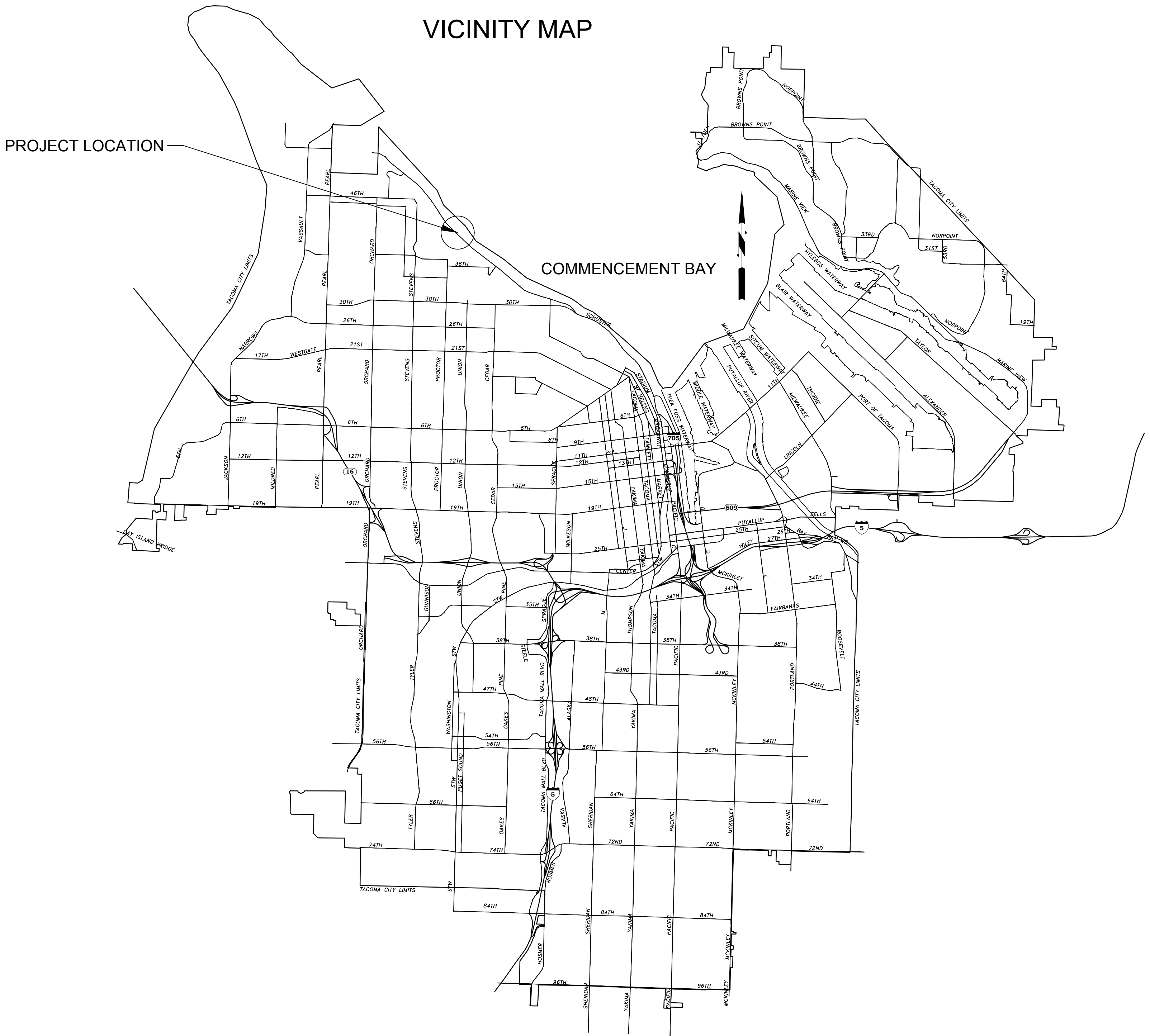


Figure 4.9 CTP Outfall Depth Profile

Figure 4.9: Outfall
Station 0+00 to 7+75



ENVIRONMENTAL SERVICES DEPARTMENT
SPECIFICATION NO. ES18-0353S
December 2018



NORTH END WASTEWATER TREATMENT PLANT OUTFALL VAULT REPAIR

ENV-04016-06

2019 North End Treatment Plant Outfall Vault Repair Project Drawings pages 1-5

INDEX OF DRAWINGS	
SHEET NUMBER	TITLE OF DRAWINGS
1	Cover Sheet
D- 1	Demolition
S-1	General Notes
S-2	Vault Lid Section and Details
M-1	Air Vac Section and Details

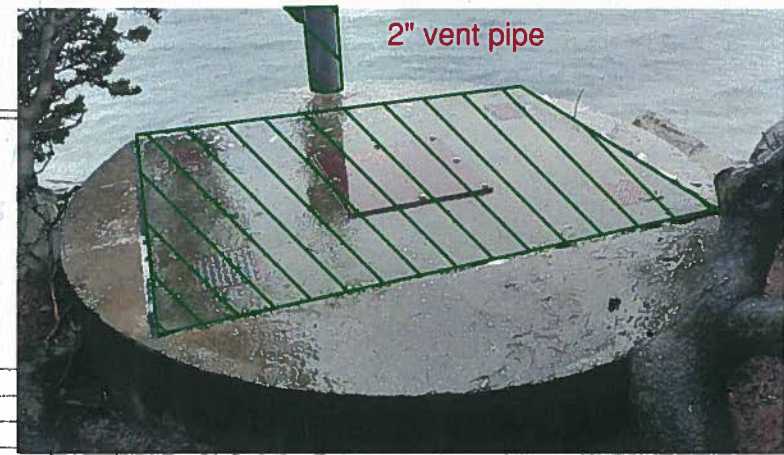
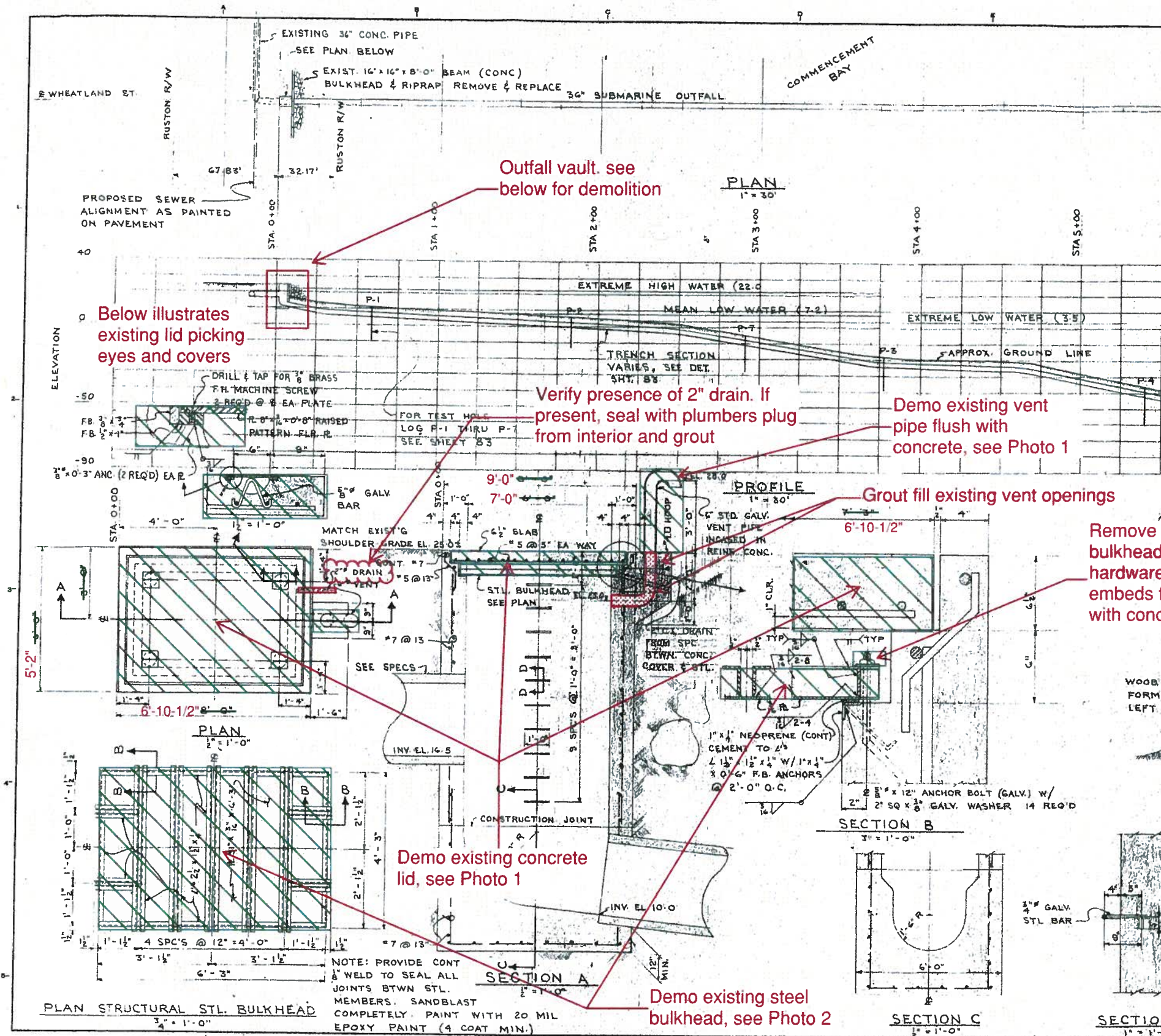


Photo 1 - Existing Concrete Lid



Photo 2 - Existing Steel Bulkhead

Outfall vault. see below for demolition

Below illustrates existing lid picking eyes and covers

Verify presence of 2" drain. If present, seal with plumbers plug from interior and grout

Demo existing vent pipe flush with concrete, see Photo 1

Grout fill existing vent openings

Remove bulkhead hardware. Cut embeds flush with concrete.

Demo existing concrete lid, see Photo 1

Demo existing steel bulkhead, see Photo 2

David Joseph
09/26/18



NO.	REVISION	DATE	APPROVED

CITY OF TACOMA ENVIRONMENTAL SERVICES DEPARTMENT		SPEC. NO. D-1
North End Wastewater Treatment Plant Outfall Vault Repair Demolition		PWS NO. ENV-04016-06
		SHEET NO. 82 OF 83

GENERAL

- G 1 DIMENSIONS
STRUCTURAL DIMENSIONS CONTROLLED BY OR RELATED TO THE MECHANICAL EQUIPMENT AND DIMENSIONS RELATED TO EXISTING FACILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION DIMENSIONS AND NOTIFYING OWNER OF DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK.
- G 2 PROVISIONS FOR EQUIPMENT
MECHANICAL EQUIPMENT SUPPORTS, ANCHORAGES, OPENINGS, RECESSES AND EMBEDMENTS NOT SPECIFIED ON THE STRUCTURAL DRAWINGS, BUT SPECIFIED ON OTHER CONTRACT DRAWINGS, SHALL BE PROVIDED PRIOR TO CASTING CONCRETE.
- G 3 UNDERGROUND UTILITIES
CONTRACTOR SHALL PROTECT ALL UNDERGROUND UTILITIES. REPAIR AND REPLACE DAMAGED UTILITIES AT CONTRACTOR'S EXPENSE.
- G 4 SITE RESTORATION
CONSTRUCTION VEHICLES AND EQUIPMENT IS NOT ALLOWED ON GRASS WITHOUT GROUND PROTECTION MATS TO DISTRIBUTE VEHICLE AND EQUIPMENT WEIGHT. REPAIR AND REPLACE DAMAGED LANDSCAPING AT CONTRACTOR'S EXPENSE.

DESIGN CRITERIA

- D 1 GOVERNING CODES
2015 INTERNATIONAL BUILDING CODE. ASCE 7-10 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.
- D 2 LIVE LOAD 100 PSF
- D 3 SNOW LOAD
GROUND SNOW 20 PSF
- D 4 WIND LOAD
BASIC WIND SPEED 115 MPH
RISK CATEGORY III
EXPOSURE CATEGORY D
TOPOGRAPHIC FACTOR $K_{zt} = 1.0$
- D 5 SEISMIC
MCE ACCELERATION, SHORT PERIOD $S_s = 1.25 g$
MCE ACCELERATION, 1-SEC PERIOD $S_1 = 0.50 g$
SITE CLASS D
DESIGN ACCEL, SHORT PERIOD $S_{ps} = 1.00 g$
DESIGN ACCEL, 1-SEC PERIOD $S_{p1} = 0.40 g$
RISK CATEGORY III
SEISMIC IMPORTANCE FACTOR $I_p = 1.25$
..... $I_p = 1.00$
SEISMIC DESIGN CATEGORY D

CEMENTITIOUS NON-SHRINK GROUT

1. CEMENTITIOUS NON-SHRINK NONMETALLIC AGGREGATE GROUT SHALL BE FIVE STAR PRODUCTS, INC. FIVE STAR GROUT, MASTER BUILDERS MASTERFLOW 928, BURKE COMPANY NON-FERROUS, NON-SHRINK GROUT, HI-FLOW GROUT BY EUCLID CHEMICAL COMPANY, OR EQUAL.

CONCRETE CRACK REPAIR MORTAR

1. HORIZONTAL APPLICATIONS: HORIZONTAL REPAIR MORTARS SHALL BE EMACO S86 C1 BY BASF, SIKATOP 111 PLUS BY SIKA CORP, OR APPROVED EQUAL.
2. VERTICAL AND OVERHEAD APPLICATIONS: VERTICAL AND OVERHEAD REPAIR MORTARS SHALL BE SIKATOP 123 PLUS OR APPROVED EQUAL.
3. CONCRETE REPAIR MATERIALS AND PROCEDURES SHALL BE SUBMITTED FOR REVIEW TO THE OWNER AND SHALL BE ACCEPTED PRIOR TO COMMENCEMENT OF THE REPAIR WORK.

CONCRETE

- C 1 APPLICABLE CODES
CONCRETE CONSTRUCTION SHALL CONFORM TO ACI 301-10 "SPECIFICATIONS FOR STRUCTURAL CONCRETE", AND THE FOLLOWING CODES:
ACI 318-14 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
ACI 350-06 (FOR LIQUID CONTAINING STRUCTURES) - "CODE REQUIREMENTS FOR ENVIRONMENTAL ENGINEERING CONCRETE STRUCTURES"
- C 2 CONCRETE STRENGTH $f_c = 6,000$ PSI
- C 3 REINFORCING STEEL ASTM 615,
GRADE 60 DEFORMED BARS
- C 4 ANCHOR BOLTS
ANCHOR BOLTS SHALL BE STAINLESS STEEL TYPE 316 MATERIAL UNLESS OTHERWISE NOTED

STEEL

- ST 1 ALL STRUCTURAL STEEL WORK SHALL BE IN ACCORDANCE WITH THE AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" (AISC 360-10) AND AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES" (AISC 303-10).
- ST 2 MATERIALS
1. STEEL WIDE FLANGE SHAPES SHALL CONFORM TO ASTM A992. OTHER STEEL SHAPES AND PLATES SHALL CONFORM TO ASTM A36.
2. STRUCTURAL STEEL PIPE SHALL CONFORM TO ASTM A53 TYPES E OR S, GRADE B. STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRADE B ($F_y = 46$ KSI).
- ST 3 WELDING
1. WELDING SHALL CONFORM TO AWS D1.1-1 AND AISC 341-10.
2. ELECTRODES FOR SHOP AND FIELD WELDS SHALL CONFORM TO AWS A5.1 OR A5.5, CLASS E70XX.
- ST 4 BOLTS
HIGH STRENGTH BOLTS SHALL BE FULLY TENSIONED UNLESS CONNECTING HSS SHAPES OR OTHERWISE NOTED. STAINLESS STEEL TYPE 316 BOLTS SHALL BE USED FOR CONNECTION OF STAINLESS STEEL AND ALUMINUM FRAMING.
- ST 5 EXPANSION ANCHORS SHALL BE STAINLESS STEEL "KWIK BOLT TZ" BY HILTI INC. OR EQUAL APPROVED BY OWNER.

COATINGS

1. BARE FERROUS METAL SURFACES SHALL BE PREPARED IN ACCORDANCE WITH SSPC SP-5 (COMMERCIAL BLAST CLEANING) 2.0 - 2.5 MILS. FERROUS METAL WITH RUST BLEEDING SHALL BE CLEANED IN ACCORDANCE WITH SSPC SP-11 (POWER TOOL CLEANING TO BARE METAL). AREAS OF RUST PENETRATION SHALL BE SPOT BLASTED TO SSPC SP-10 (NEAR WHITE BLAST) AND SPOT PRIMED IN ACCORDANCE WITH SSPC SP-6.
2. REMOVE TRACES OF GRIT, DUST, DIRT, RUST SCALE, FRIABLE MATERIAL, AND LOOSE CORROSION PRODUCTS FROM SUBSTRATE PRIOR TO COATING APPLICATION.
3. SHOP PRIMED SURFACES WHICH ARE TO BE INCORPORATED IN THE WORK SHALL BE PREPARED IN THE FIELD BY CLEANING SURFACES IN ACCORDANCE WITH SSPC SP-2 (HAND TOOL CLEANING). DAMAGED SHOP COATED AREAS SHALL BE CLEANED IN ACCORDANCE WITH SSPC SP-3 (POWER TOOL CLEANING) AND RECOATED WITH THE SPECIFIED PRIMER.
4. COATING SYSTEM: PRIMER EPOXY ANTI-CORROSIVE MPI #101. SHERWIN WILLIAMS SEA GUARD 6000 EPOXY N11-400, TNE MEC SERIES V69 OR APPROVED EQUAL FINISH COATS. SYSTEM THICKNESS 16 MILS DRY FILM. TWO OR MORE FINISH COATS TO THE SPECIFIED SYSTEM THICKNESS.
5. COLOR: COLOR SHALL BE FS 26463 (ANSI/NSF 61) LIGHT GRAY.

OUTFALL VAULT NOTES

1. CONCRETE VAULT LID CASTING MAY BE FABRICATED ON-SITE IN STAGING AREA, OR OFF-SITE AT CONTRACTOR'S FACILITIES PRIOR TO DELIVERY TO THE SITE. NOTIFY OWNER OF FABRICATION LOCATION AND PROVIDE ACCESS TO OWNER'S REPRESENTATIVES.
2. DO NOT MAR OR CHIP EXISTING OUTFALL VAULT LININGS AND COATINGS. IF INTERIOR COATINGS ARE DAMAGED REPAIR TO OWNER'S SATISFACTION; SPRAYROC SPRAYWALL® SELF-PRIMING POLYURETHANE. NO EQUAL OR SUBSTITUTION.
3. PREVENT ROCKS, GRIT AND OTHER DEBRIS FROM ENTERING OUTFALL VAULT.
4. INSTALL TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES WHERE NEEDED.

CONSTRUCTION SEQUENCE AND CONSTRAINTS

1. FIELD VERIFY ALL NECESSARY DIMENSIONS PRIOR TO PROCEEDING WITH THE WORK.
2. FABRICATE LID CASTING PER DRAWING S-2 PRIOR TO DEMOLITION OF EXISTING CONCRETE LID AND STEEL BULKHEAD.
3. SUBMIT SHOP DRAWINGS FOR LID FABRICATION, ENCLOSURE FABRICATION, EMBEDS, ACCESS HATCH, COMBINATION AIR-VAC, VALVES, AND OTHER MATERIALS AND EQUIPMENT PRIOR TO FABRICATION AND INCORPORATION IN THE WORK.
4. RETURN EXISTING CONCRETE LID OR NEW CONCRETE LID TO OUTFALL VAULT AT THE END OF EACH WORKING DAY. PROVIDE WATERTIGHT SEAL.
5. UNTIL COMBINATION AIR VALVE IS FUNCTIONAL, DO NOT PLUG, REMOVE OR GROUT FILL EXISTING 6-INCH VENT OR REMOVE VENT ISOLATION VALVE.
6. PROVIDE TEMPORARY 4-INCH FLANGE ON 4-INCH PIPE THROUGH LID CASTING UNTIL COMBINATION AIR VALVE IS SET.
7. EXECUTE ALL WORK THAT REQUIRES OUTFALL VAULT LID (EXISTING OR NEW) TO BE REMOVED AT A TIDAL ELEVATION BELOW MEAN HIGHER HIGH WATER (11.78 FEET) - MLLW DATUM = 0 FEET. PROVIDE TO OWNER A SCHEDULE OF WORK SHOWING CONSTRUCTION WORK WINDOWS CORRELATED TO PREDICTED TIDE AT NOAA STATION 9446484.
8. DO NOT PERFORM WORK WHEN PREDICTED NORTH END TREATMENT PLANT AVERAGE DAILY EFFLUENT FLOW EXCEEDS 15.0 MGD, OR INSTANTANEOUS PLANT FLOW EXCEEDS 18.0 MGD. CHECK WITH PLANT OPERATORS UP TO 3 WORKING DAYS IN ADVANCE FOR PLANT FLOW RANGES PREDICTED BASED ON WEATHER FORECASTS. AVERAGE DAILY PLANT INFLUENT FLOW STATISTICS DURING WETTEST MONTHS IN 2017/2018 (NOVEMBER 1 - FEBRUARY 28) WERE AS FOLLOWS:

FLOW STATISTIC		AVERAGE DAILY INFLUENT FLOW (MGD)
MINIMUM		2.4
10TH PERCENTILE		3.9
50TH PERCENTILE		5.1
90TH PERCENTILE		8.8
95TH PERCENTILE		10.0
99TH PERCENTILE		13.6
MAXIMUM		18.3

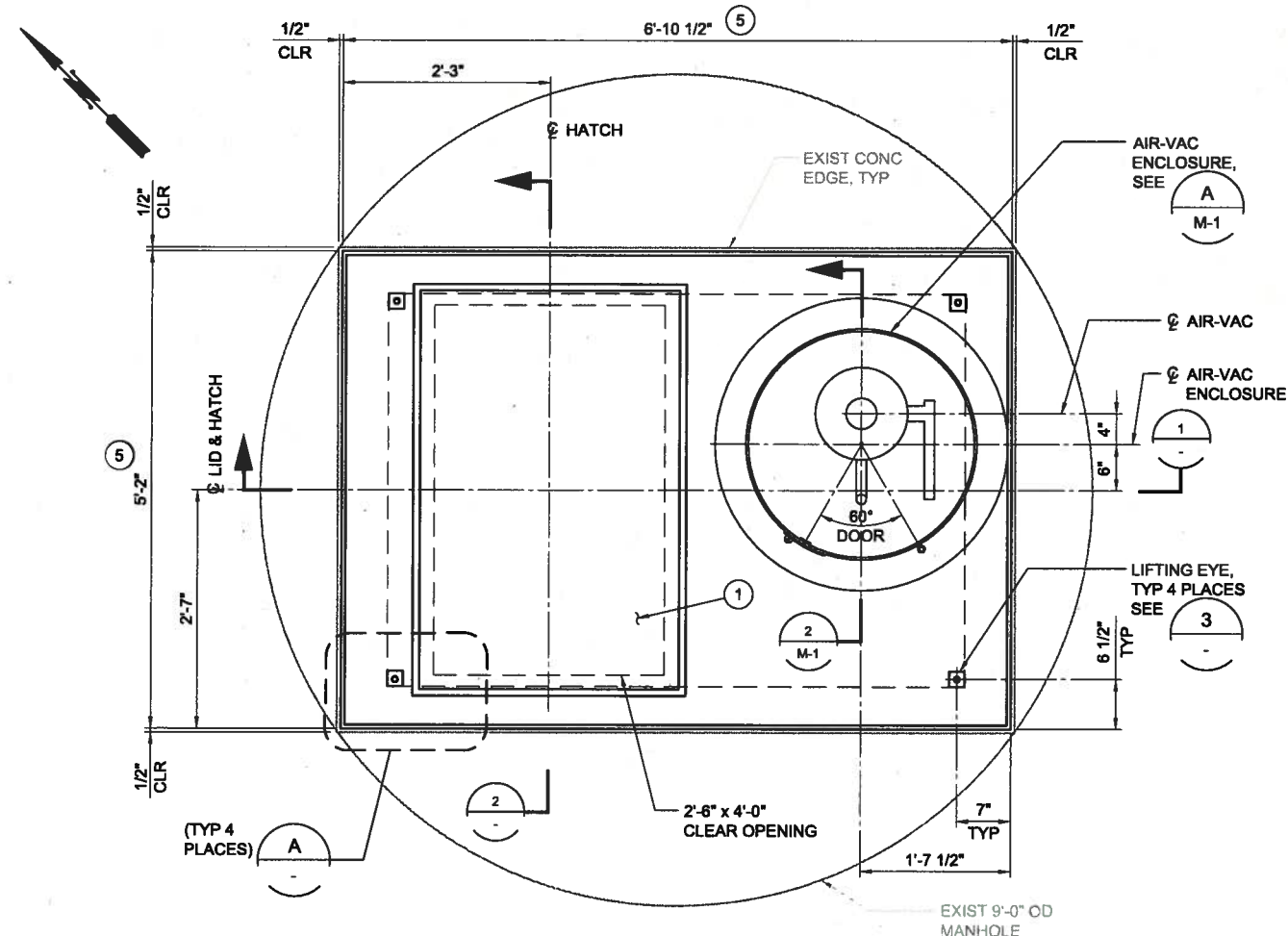


NO.	REVISION	DATE	APPRO

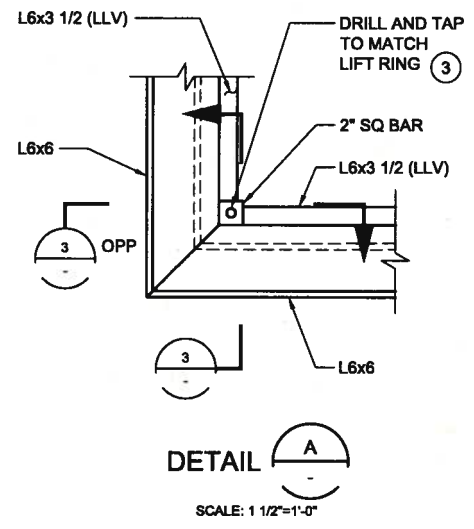
DATE	9/25/2018	SCALE	As Noted
DESIGNED	REM / DJM	CHECKED	
DRAWN	JTT	PROJECT NAME	
FIELD BOOKS	DRAWING NAME		
			S-1

CITY OF TACOMA ENVIRONMENTAL SERVICES DEPARTMENT	
North End Wastewater Treatment Plant	
Outfall Vault Repair	
General Notes	

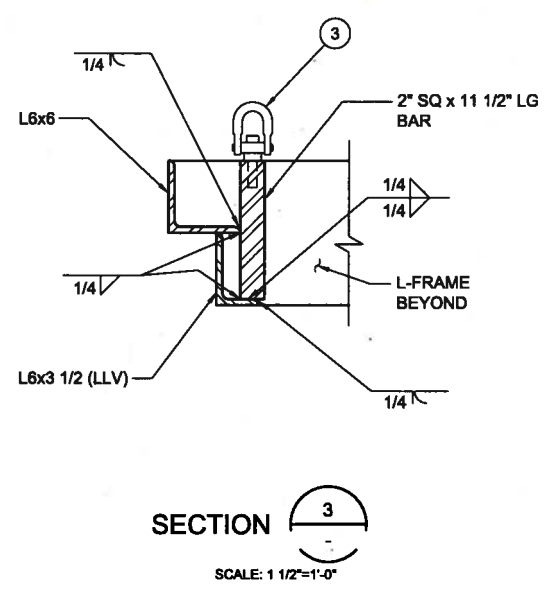
SPEC. NO.	S-1
PROJ. NO.	ENV-04016-06
SHEET NO.	
SHEET ? OF ?	



PLAN - NEW OUTFALL VAULT LID
SCALE: 1" = 1'-0"



DETAIL A
SCALE: 1 1/2" = 1'-0"



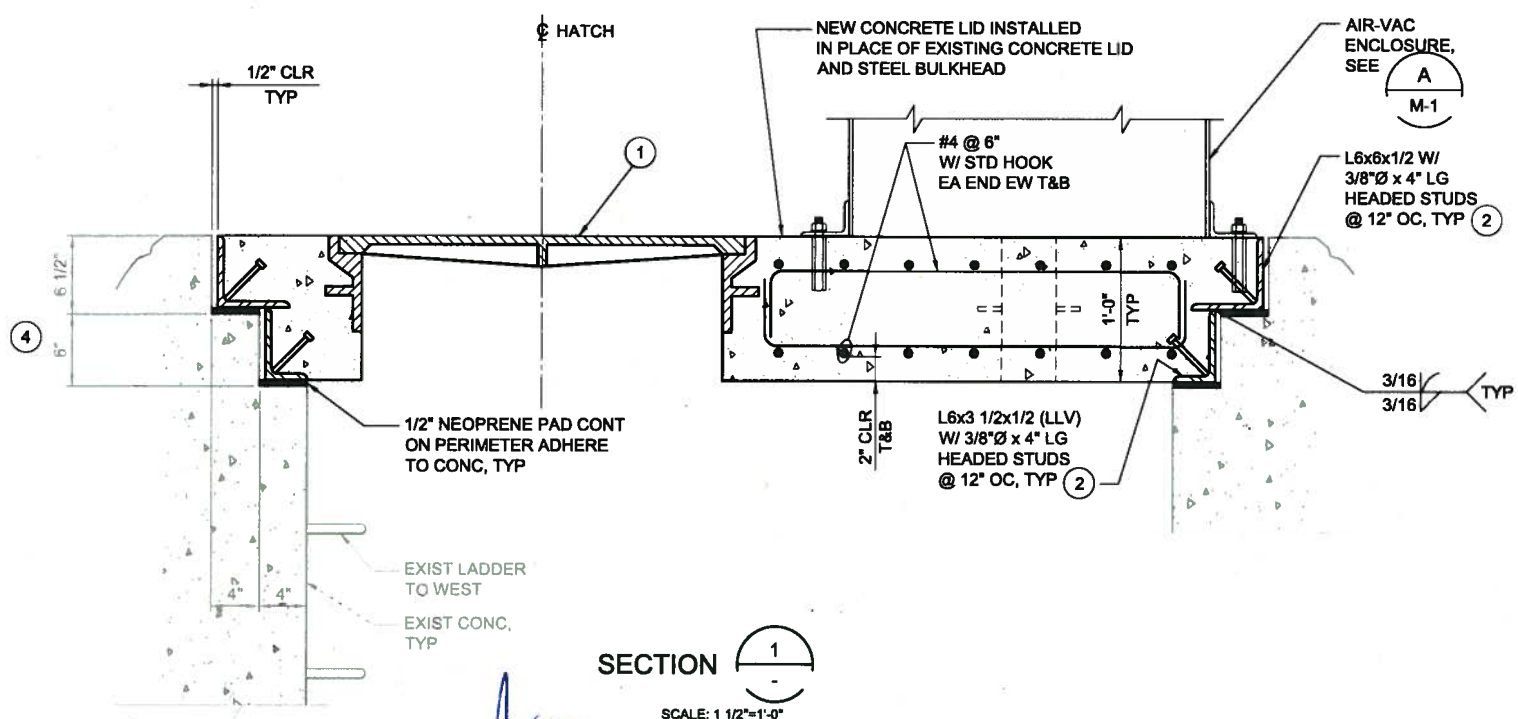
SECTION 3
SCALE: 1 1/2" = 1'-0"

GENERAL NOTES:

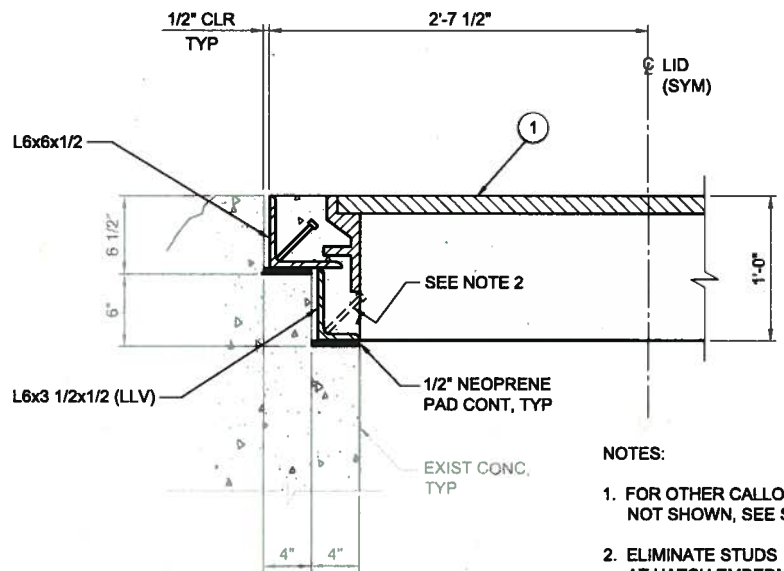
1. NOT USED.

KEY NOTES:

1. NEENAH PRESSURE - TYPE MANHOLE FRAME, SOLID LID CATALOG NO. R-6669-P10 OR APPROVED EQUAL.
2. MITER AND BUTT WELD ALL CORNERS. GRIND EXPOSED WELDS SMOOTH.
3. CROSBY 5000# CAPACITY UNC SWIVEL HOIST RING HR-125 STOCK NO. 1016931 OR APPROVED EQUAL.
4. CLEAN AND PREP EXISTING CONCRETE SURFACES AT UPPER 12 1/2" OF OUTFALL VAULT. ENSURE SURFACES ARE FLUSH AND SMOOTH. REPAIR SURFACES WITH CONCRETE REPAIR MORTAR AS REQUIRED.
5. FIELD VERIFY DIMENSIONS AND TOLERANCES FOR NEW OUTFALL VAULT LID WHICH REPLACES EXISTING CONCRETE LID OF APPROXIMATE LENGTH AND WIDTH SHOWN.



SECTION 1
SCALE: 1 1/2" = 1'-0"



SECTION 2
SCALE: 1 1/2" = 1'-0"

NOTES:

1. FOR OTHER CALLOUTS NOT SHOWN, SEE SECTION 1
2. ELIMINATE STUDS AT HATCH EMBEDMENT.

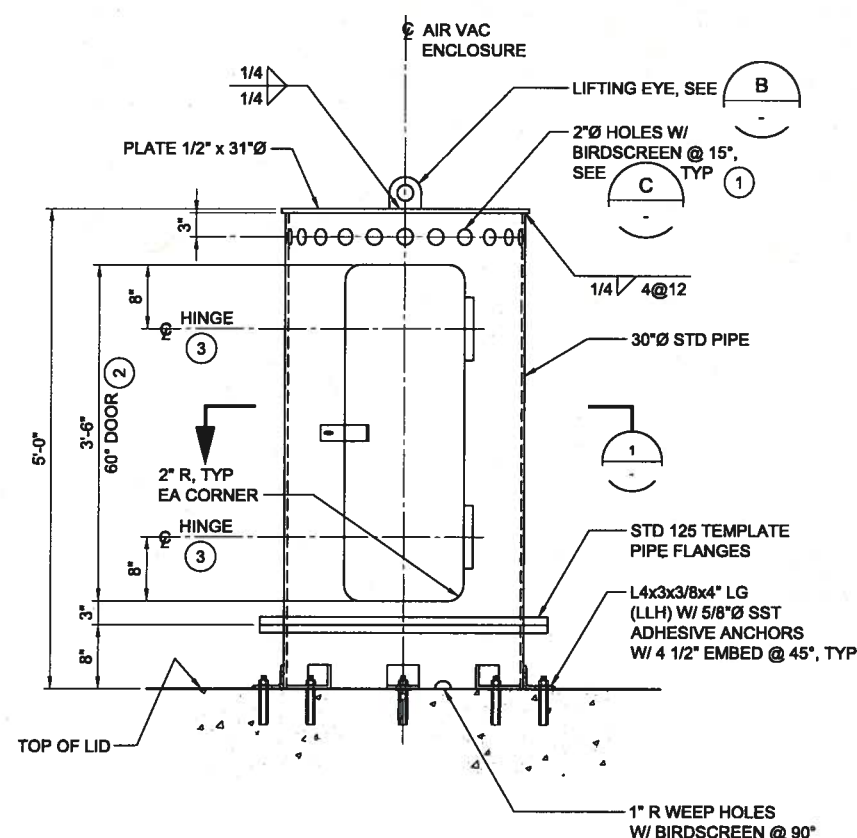


Brown and Caldwell

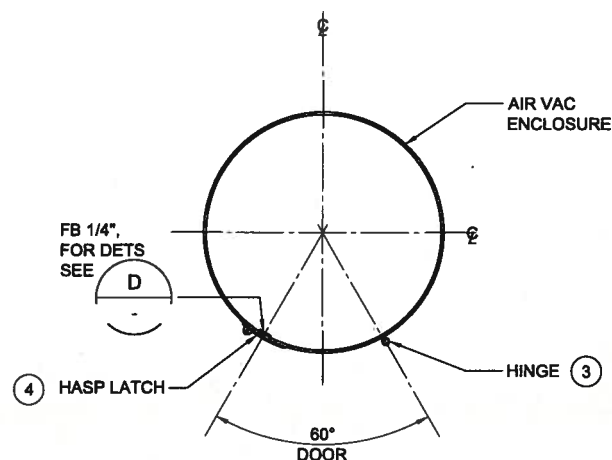


FINAL CONSTRUCTION CHECKED		DATE	9/18/2018	SCALE	As Noted
BY	REM	DESIGNED		CHECKED	
DATE	JTT	DRAWN		PROJECT NAME	
FIELD BOOKS		DRAWING NAME			
NO.	REVISION	DATE	APPD		

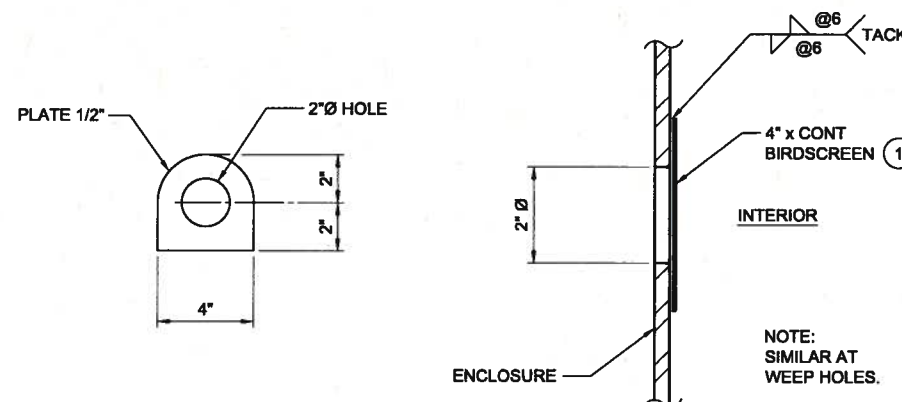
CITY OF TACOMA ENVIRONMENTAL SERVICES DEPARTMENT		SPEC. NO.	S-2
North End Wastewater Treatment Plant Outfall Vault Repair		WBS NO.	ENV-04016-06
Outfall Vault Lid Plan, Sections and Details		SHEET NO.	?



AIR VAC ENCLOSURE
DETAIL A
SCALE: 1"=1'-0"

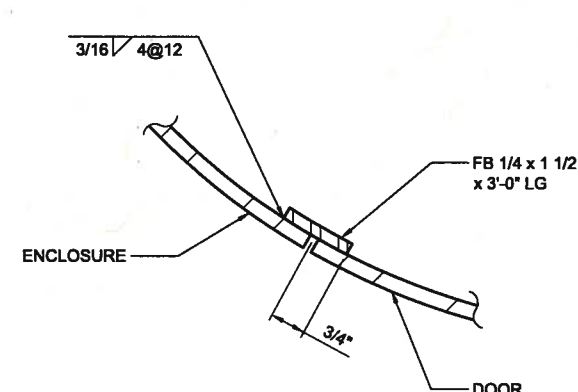


PLAN
SECTION 1
SCALE: 1"=1'-0"

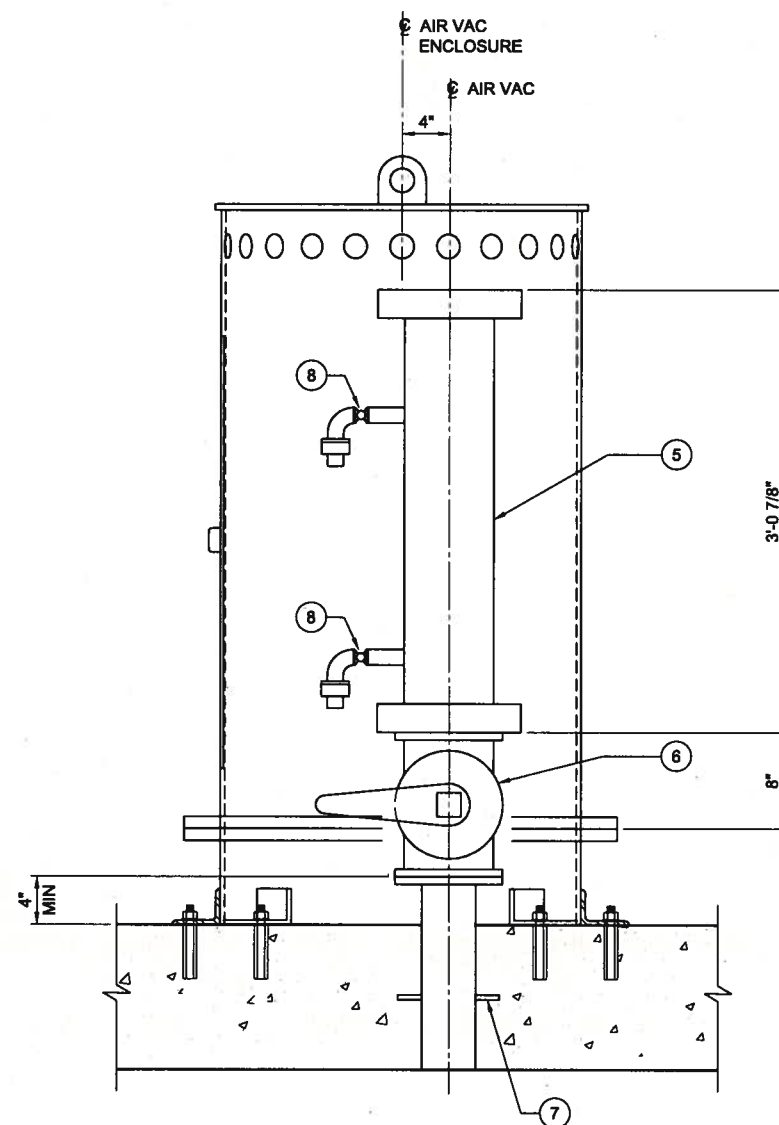


LIFTING EYE
DETAIL B
SCALE: 3"=1'-0"

ENCLOSURE
DETAIL C
SCALE: NTS



ENCLOSURE
DETAIL D
SCALE: NTS



SECTION 2
SCALE: 1 1/2"=1'-0"

GENERAL NOTES:

- SEE DRAWING S-1 FOR AIR-VAC ENCLOSURE COATINGS. COAT ALL CARBON STEEL SURFACES.

KEY NOTES:

- 3/16"Ø HOLES ON 1/4" STAGGER 18 GA PLAIN STEEL PERFORATED METAL. CONTRACTOR'S OPTION: 4" WIDE CONTINUOUS SHEET AROUND INSIDE PERIMETER, TACK WELD @ 4" OC TOP AND BOTTOM.
- CUT DOOR FROM PIPE CASING. GRIND SMOOTH ALL EDGES
- WELD ON STEEL HINGE GUDEN MODEL PBWM080FP OR EQUAL.
- ABUS 125/150 INDUSTRIAL STRENGTH HASP.
- 4-INCH COMBINATION AIR VALVE FOR WASTEWATER. INTERNATIONAL VALVE VENT-TECH MODEL 04SZG10SCS. ANSI B16.5 STUDDED CONNECTION. NO EQUAL. NO SUBSTITUTIONS.
- 4-INCH 316 SS FULL PORT BALL VALVE WITH 2" SQUARE OPERATING NUT. ASTM A351-CF8M. SEATS AND BODY SEALS PTFE. AMERICAN VALVE MODEL 4001 OR APPROVED EQUAL.
- 4-INCH 316 SS SPOOL (PE X FL) WITH 2" WIDE SS SEEP RING AT CENTER OF LID CASTING. ASTM 778, SCHEDULE 5S.
- 1-INCH 316 SS FULL PORT NPT BALL VALVE. ASTM A351-CF8M. APOLLO FIGURE 76-100 OR APPROVED EQUAL. FOLLOW BALL VALVE BY 150# 316 SS STREET ELBOW AND 1" 316 SS CAMLOCK ADAPTER X FNPT CONNECTION. PROVIDE 316 SS CAMLOCK DUST CAP.

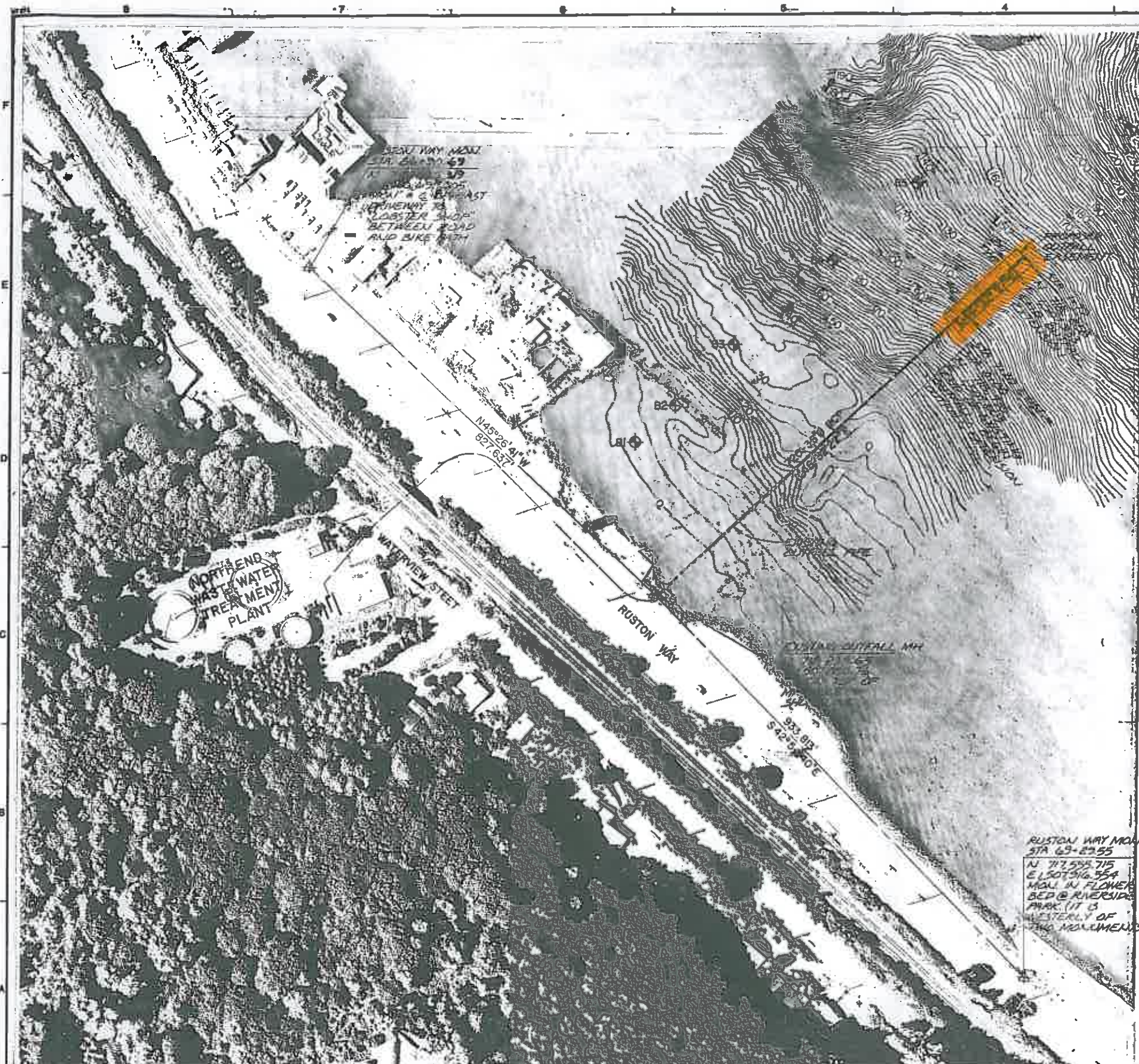


Brown AND Caldwell



NO	REVISION	DATE	APPD	FINAL CONSTRUCTION CHECKED	DATE	SCALE
				BY	9/18/2018	As Noted
				DATE	DESIGNED	CHECKED
					REM / DJM	
				FIELD BOOKS	DRAWN	PROJECT NAME
					JTT	
					DRAWING NAME	
					M-1	

CITY OF TACOMA ENVIRONMENTAL SERVICES DEPARTMENT		SPEC. NO.
North End Wastewater Treatment Plant		M-1
Outfall Vault Repair		ENV-04016-06
Air-Vac and Air-Vac Enclosure Sections and Details		SHEET ? of ?



INDEX TO DRAWINGS	
SHEET	TITLE
1	SITE PLAN, LEGEND AND NOTES
2	PROFILE, DETAILS AND SECTIONS
3	DETAIL AND SECTIONS

NOTES:

ALL ELEVATIONS REFER TO FST, MLLW.

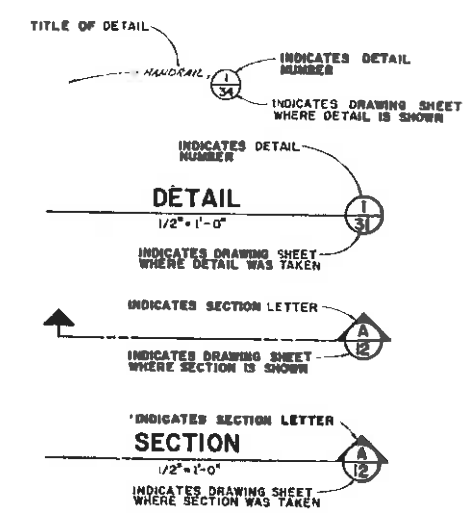
BATHYMETRY INFORMATION PROVIDED IS BASED UPON BATHYMETRIC SURVEYS PERFORMED DURING FEBRUARY 1997 BY MORTEC, INC. AND CAN ONLY BE CONSIDERED INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.

HORIZONTAL GRID SHOWN IS BASED ON WASHINGTON STATE PLANE COORDINATE SYSTEM - SOUTH ZONE.

TIDE DATA COMMENCEMENT BAY, WASHINGTON	
DATUM PLANE	ELEVATION REFERRED TO MLLW
HIGHEST TIDES (ESTIMATED)	+15.7
MEAN HIGHER HIGH WATER	+11.8
MEAN HIGH WATER	+10.9
MEAN (HALF) TIDE LEVEL	+ 6.8
MEAN LOW WATER	+ 2.8
MEAN LOWER LOW WATER	0.8
LOWEST TIDE (ESTIMATED).	- 4.7

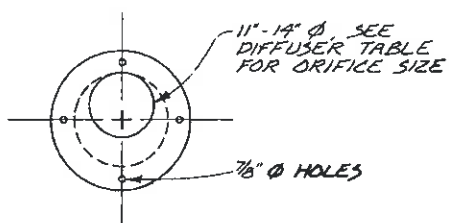
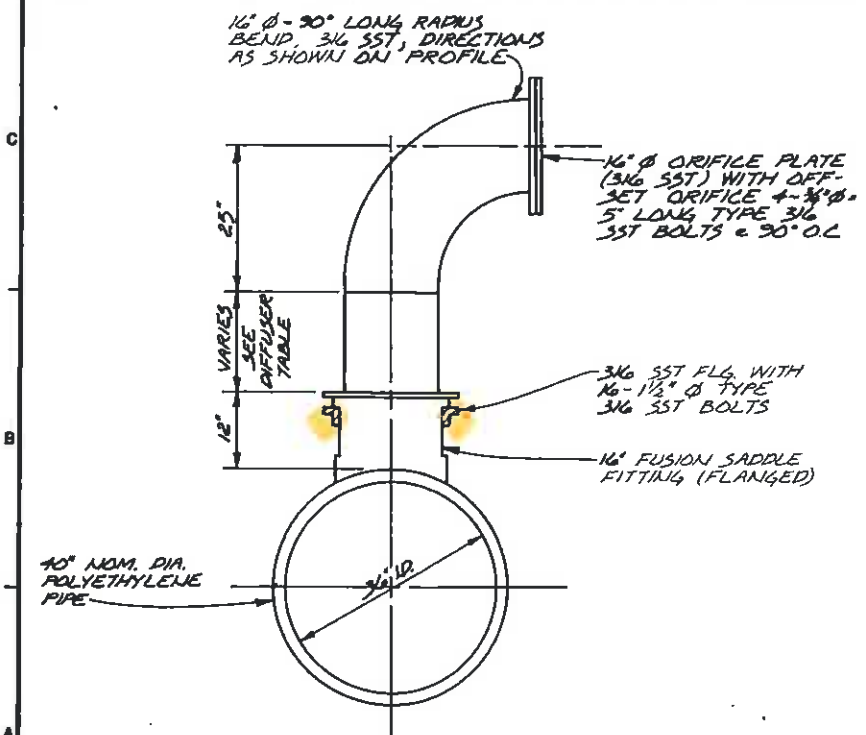
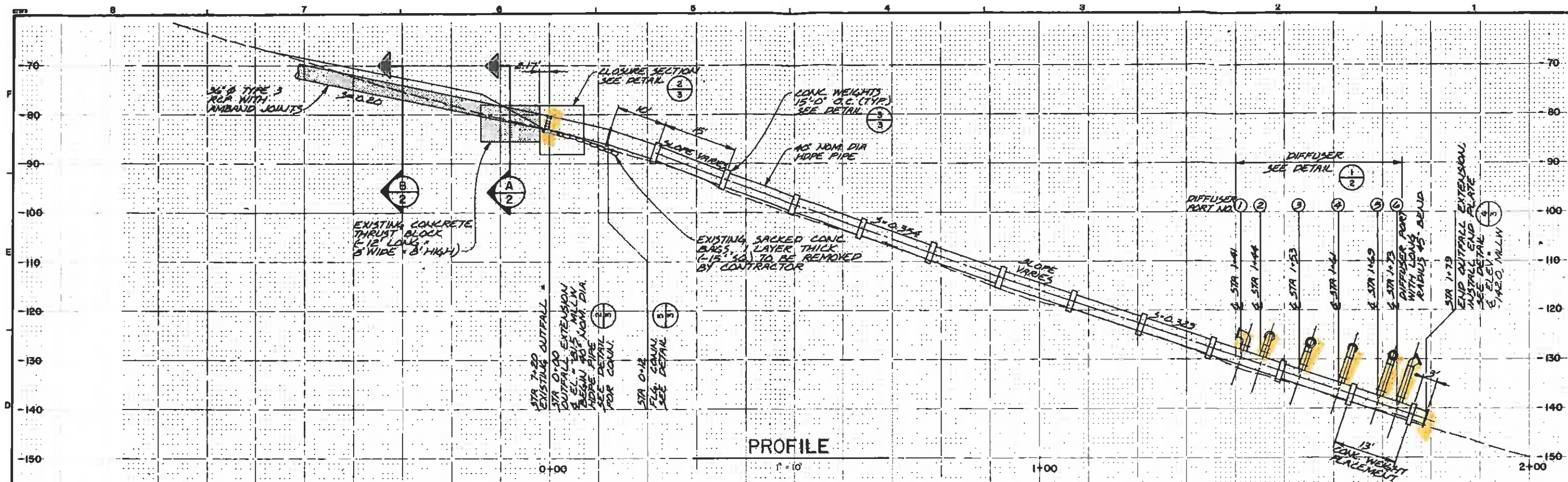
LEGEND	
	CENTERLINE OF PROPOSED OUTFALL PIPE
	SOIL BORING LOCATION
	SURVEY CONTROL POINT

DETAIL & SECTION DESIGNATION

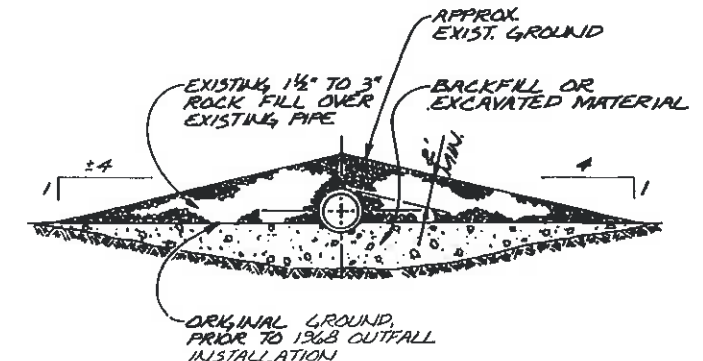
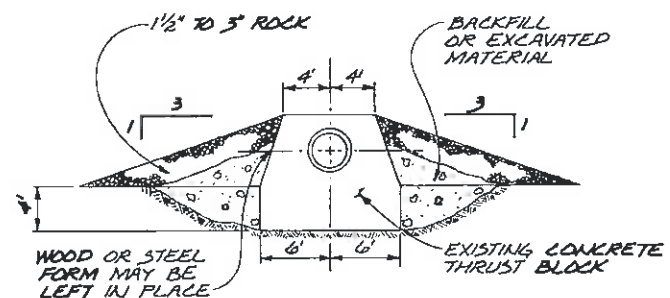
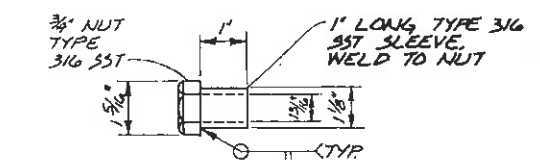


Parametrix, Inc. 4400 Collins Blvd. #200 Tacoma, WA 98403 253-4700 FAX 253-4701		CRM HILL		RICKY V. HERGENROTTER P.E. 10000 WASHINGTON STATE REGISTERED PROFESSIONAL ENGINEER NO. 10000		FINAL CONSTRUCTION CHECKED BY DATE DESIGNED R.V.H. DRAWN J.J.M. FIELD BOOKS		DATE Aug, 1989 SCALE CHECKED 21-1584-08 820875A1	CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS DIRECTOR OF PUBLIC WORKS		NORTH END WASTEWATER TREATMENT PLANT MARINE OUTFALL EXTENSION SITE PLAN, LEGEND AND NOTES		DRAWING NO. SHEET 1 of 3
---	--	-----------------	--	---	--	--	--	--	--	--	--	--	-----------------------------

NETP Outfall Profile Drawings and Outfall Location



DIFFUSER TABLE			
PORT NO.	OFFSET	ORIFICE Ø	RISER SECTION
1		11"	
2		11"	1.5'
3		11"	2.75'
4		12"	4.5'
5		12"	5.75'
6		14"	6.75'



FOR DIFFUSER PORT 6
INSTALL 45° BEND, LONG
RADIUS, IN LIEU OF
90° BEND

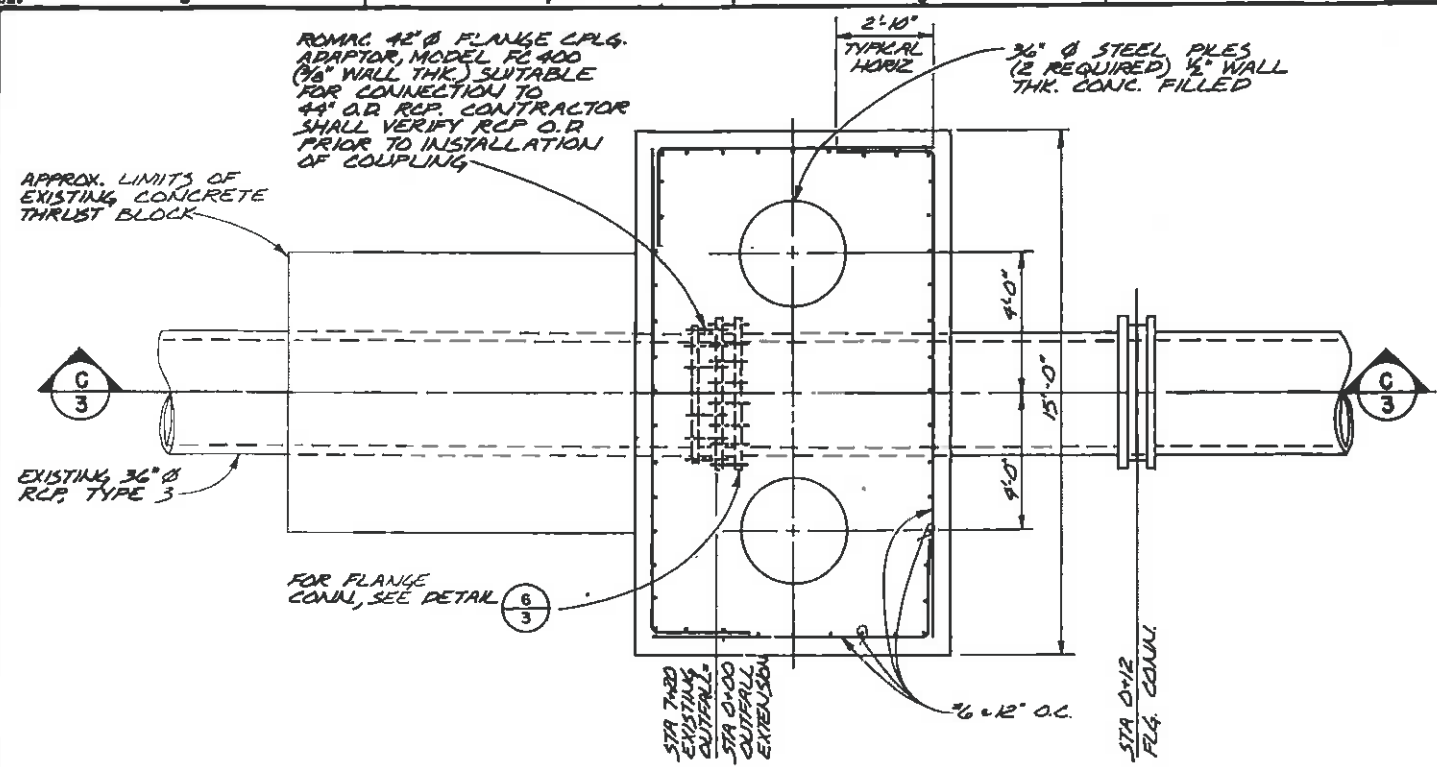
DIFFUSER
DETAIL
NO SCALE

DIFFUSER NUT DETAIL
TYP

EXISTING
SECTION
1/8" = 1'-0"

EXISTING
SECTION
1/8" = 1'-0"

Parametrix, Inc. 1200 North 1st St. Tacoma, WA 98402 206-255-1234		CH2M HILL 1200 North 1st St. Tacoma, WA 98402 206-255-1234		REVISION NO. DATE APPD.		FINAL CONSTRUCTION CHECKED BY DATE		DATE Aug. 1989		SCALE NOTED		CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS NORTH END WASTEWATER TREATMENT PLANT MARINE OUTFALL EXTENSION PROFILE, DETAILS AND SECTIONS		DRAWING NO. 21-1584-08 820875A1		DRAWING NO. 2 OF 3	
---	--	--	--	-----------------------------------	--	--	--	--------------------------	--	-----------------------	--	---	--	--	--	------------------------------	--

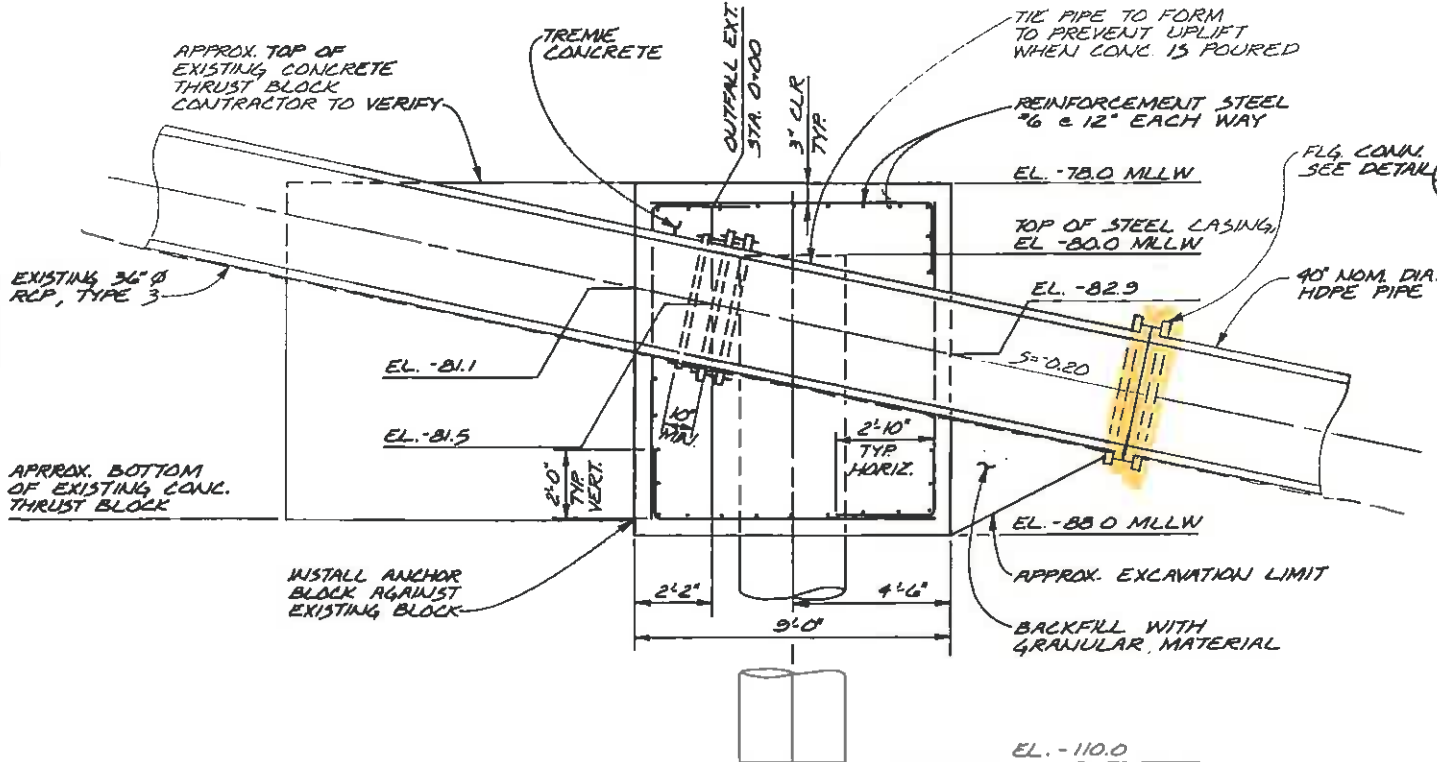


CLOSURE SECTION

DETAIL

3/8" = 1'-0"

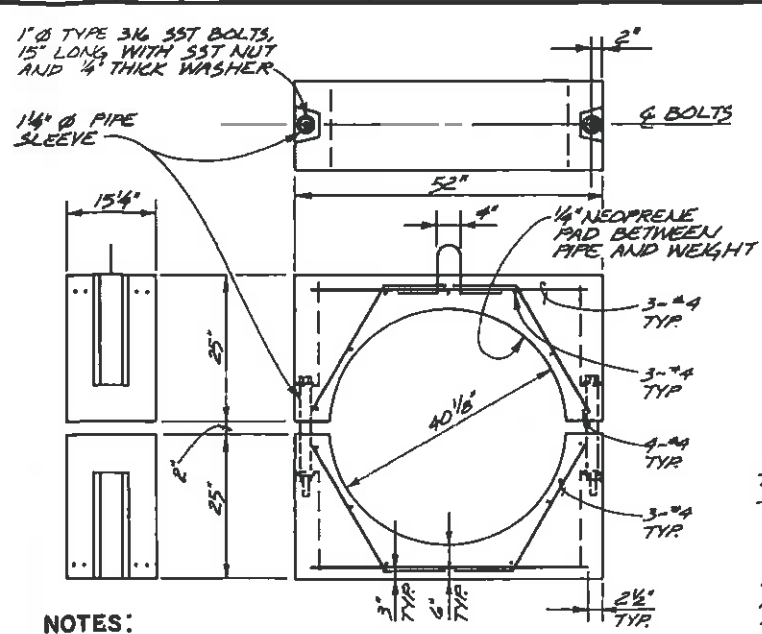
2
2



SECTION

3/8" = 1'-0"

C
3



NOTES:

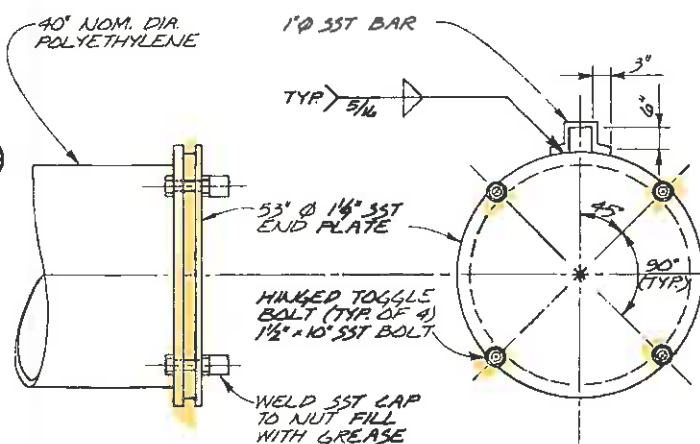
1. UNDERPAD MATERIAL 1/4" THICK NEOPRENE SPONGE, WIDTH 20" WRAP PIPE WITH PAD BEFORE INSTALLING WEIGHT BLOCKS.
2. CONC. INTERIOR SURFACES SHALL BE SMOOTH (3000 PSI - 28 DAYS).
3. WEIGHT BLOCK SPACING, 15'-0" O.C. EXCEPT AS SHOWN ON THE DRAWINGS.

POLYETHYLENE CONCRETE WEIGHT BLOCKS

DETAIL

NO SCALE

3
2



NOTES:

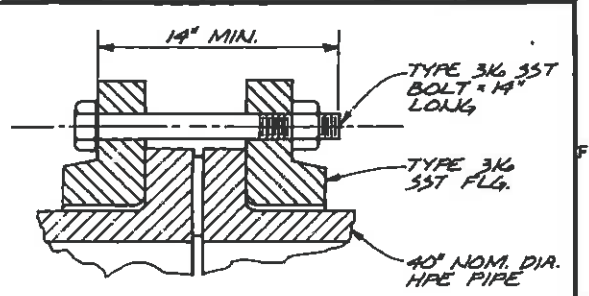
1. ALL BOLTS SHALL BE SST TYPE 316.
2. ALL END PLATE MATERIALS SHALL BE SST TYPE 316.
3. 1 1/4" THICK END PLATE COVER AND 1 1/2" Ø TOGGLE BOLTS ARE STRUCTURALLY DESIGNED FOR 50 PSI LOAD ONLY. IF CONTRACTOR EXCEEDS DESIGN LOADS DURING CONSTRUCTION, HE SHALL STRENGTHEN END PLATE AND TOGGLE BOLTS AS REQUIRED.

END PLATE

DETAIL

NO SCALE

4
2

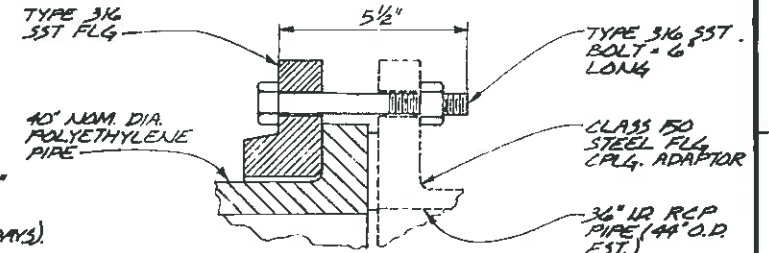


POLYETHYLENE PIPE FLANGED CONNECTION

DETAIL

NO SCALE

5
2



STEEL-POLYETHYLENE CONNECTION

DETAIL

NO SCALE

6
3

Parametrix, Inc.

Post Office Box 480
Burien, Washington 98148
206-835-4028

CRHILL



NO.	REVISION	DATE	APPD.

FINAL CONSTRUCTION CHECKED	DATE AUG., 1989	SCALE NOTED
BY DATE	DRAWN J.J.M.	CHECKED
FIELD NO.	21-1584-08	820876A1

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

David M. Wilson
SUPERVISOR
ASST. PUBLIC WORKS & UTILITY SERVICES
DIRECTOR OF PUBLIC WORKS

NORTH END WASTEWATER TREATMENT PLANT
MARINE OUTFALL EXTENSION
DETAIL AND SECTIONS

DRAWING NO.
3
SHEET 3 OF 3

North End Treatment Plant Outfall Location



City of Tacoma
North End Treatment Plant



Outfall Inspection Report
Prepared by Tidal Marine Construction
Date: 12-06-2009

Summary Inspection Report

Introduction

Tidal Marine Construction Inc (TMCI) was contracted for Diving Services to inspect the City of Tacoma's North End Treatment Plant outfall Located in Commencement Bay.

All Diving operations were conducted in strict accordance with Coast Guard, OSHA, Association of Diving Contractors Consensus Standards and TMCI Dive operations and safe practices Manual.

Inspection Results

Offshore Buoy

The light is working properly. The buoy has marine growth. Although the shackle connecting the buoy to the Riser chain appears to be in place it needs to be cleaned for a more detailed inspection. The riser is made up of chain for the first 20' then nylon rope that is attached to the clump weight. Half way down the riser is a spear buoy. (See video).

End gate

The end gate consisting of a blind flange is 1/3 buried. It appears the end gate is secured with four bolts. Only the 10 and 2 "o" clock bolts were exposed. The 2 "O" clock bolt is loose however there is no flow leaking out the end gate.

Diffuser Section

There are six diffusers located at the end of the outfall. The flanges all have the bolts in place and are tight. The diffuser is an elbow with an open end. All the diffusers are positioned in different directions. There is good flow with no obstructions and are in good working order.

Anchor Blocks

The 11 anchor blocks holding the P/L down on bottom are made of concrete. There are no exposed bolts and no seams. This leads us to believe that the blocks were pre-cast around the pipeline before installation. All the anchor blocks have no exposed rebar and not showing any signs of wear. The blocks are centered on the P/L (see drawing). There is some minor scour near the anchor blocks (see drawing).

Vault

The vault is ¾ buried with significant material on top. No manhole access was found however the material on top of the vault would have to be dredged to verify there is no access on top.

There is ten feet of HDPE with a flange at the end coming out from the downstream face of the vault. This indicates that the transition between the RCP and the HDPE is inside the vault.

There is a piece of channel iron sitting at the 12 "O" clock position, running the entire length.

There is no gap between the P/L and the vault leading us to believe that the pup piece was pre-cast into the vault prior to installation.

Flange

This flange ties the HDPE P/L to the Vault.

The flange is buried from the 8 to 4 "O" clock positions leaving 20 bolts exposed. Out of those 20, 5 were missing number 4, 5, 11, 13, and 19 starting at the 8 O clock position and working clockwise. Some of the other bolts are deteriorated past 50%. Although the bolts are in a deteriorated state the P/L has not shifted and flange gap is consistently 5" around the exposed portion of the flange.

A deteriorated bolt was recovered and delivered to the plant (See Picture 1).

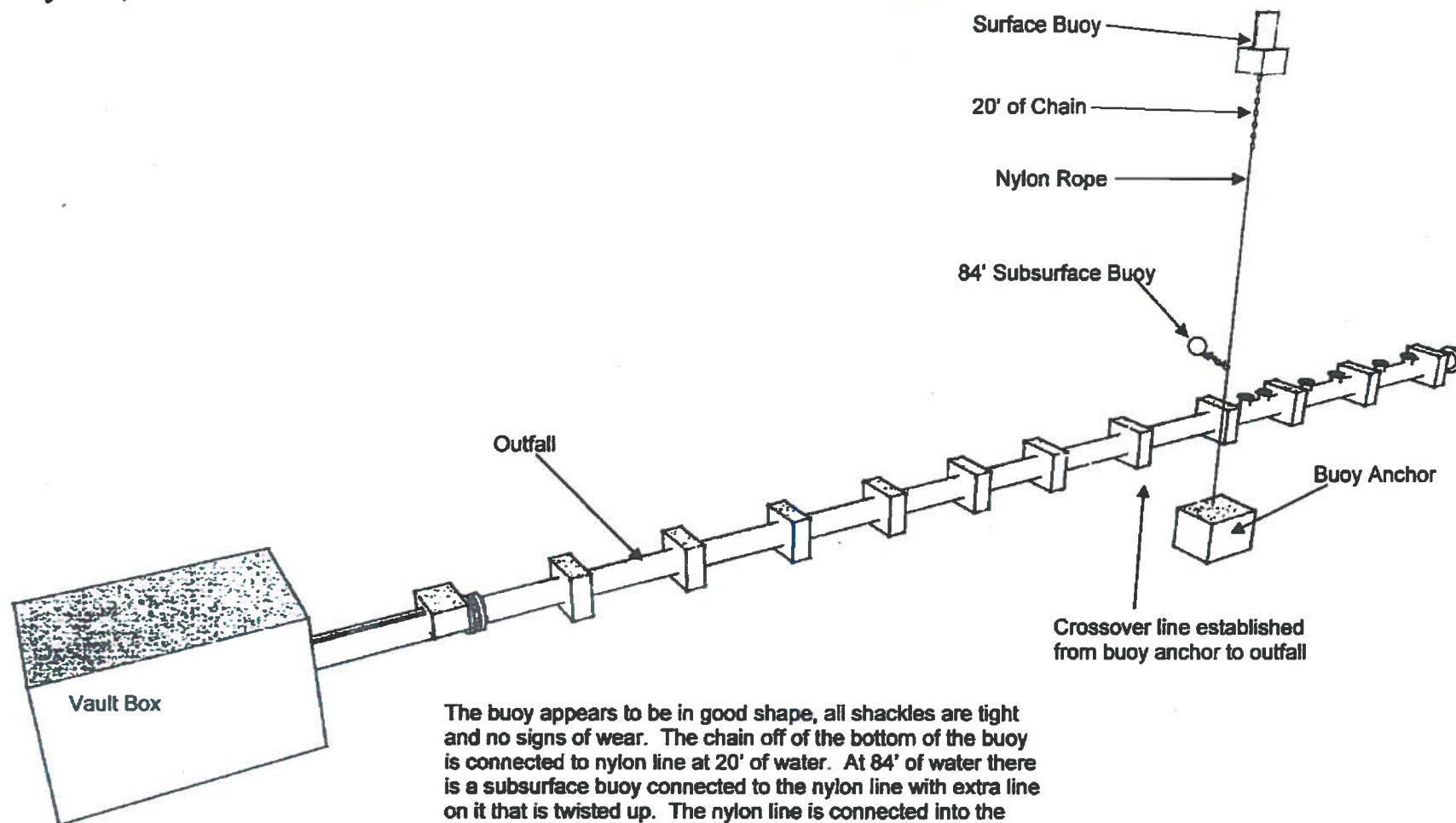
Onshore Vault

There is an onshore vault located on the beach. (See Prints) The vault has a repair near the bottom, half buried with rip rap. There is significant discharge leaking out (See Picture 2).

Please feel free to contact me for any questions or clarifications.

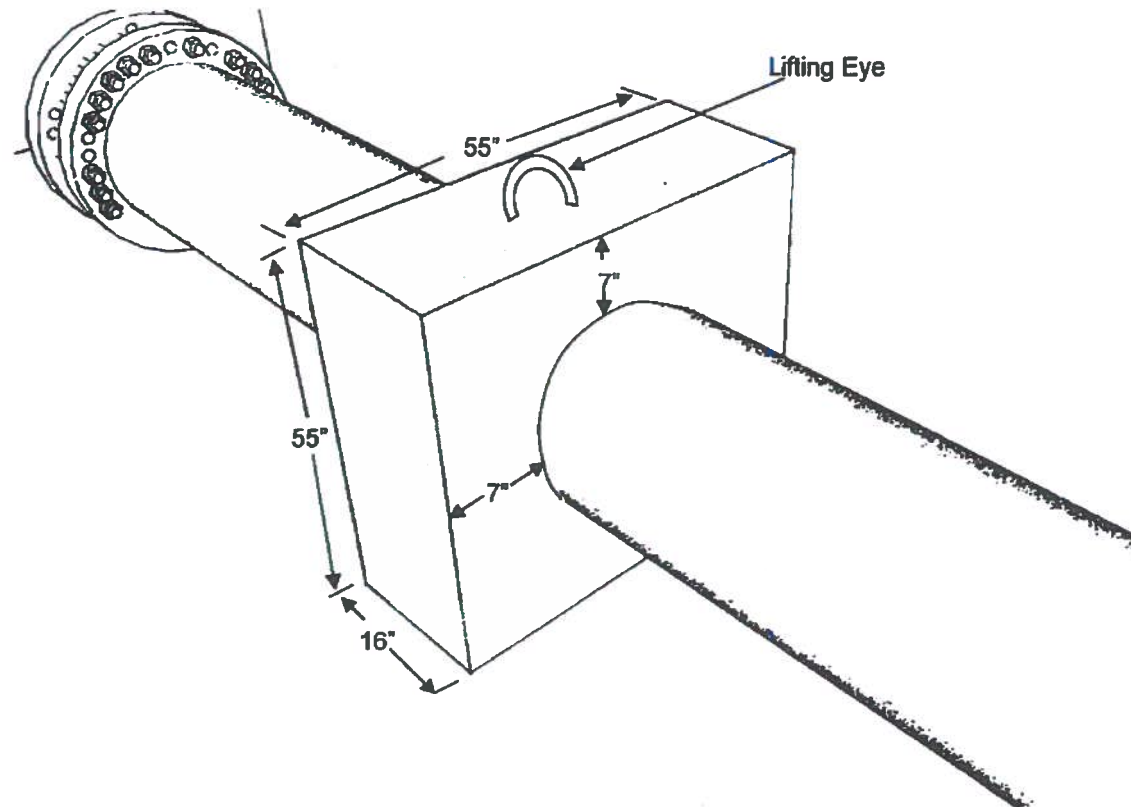
Steve Ackart
Project Manager
[Tidal Marine Construction Inc](#)
428 N Buchanan Circle Suite 5
Pacheco, CA 94553
925 609 6464 ofc
925 609 6466 fax
925 381 5484 cel

City of Tacoma North End Treatment
Plant Outfall Inspection
Buoy Detail



The buoy appears to be in good shape, all shackles are tight and no signs of wear. The chain off of the bottom of the buoy is connected to nylon line at 20' of water. At 84' of water there is a subsurface buoy connected to the nylon line with extra line on it that is twisted up. The nylon line is connected into the anchor with shackles and they also appear to be in good condition with no signs of wear. The buoy anchor is approximately 30' from the outfall in the location shown. A crossover line was established for ease of finding.

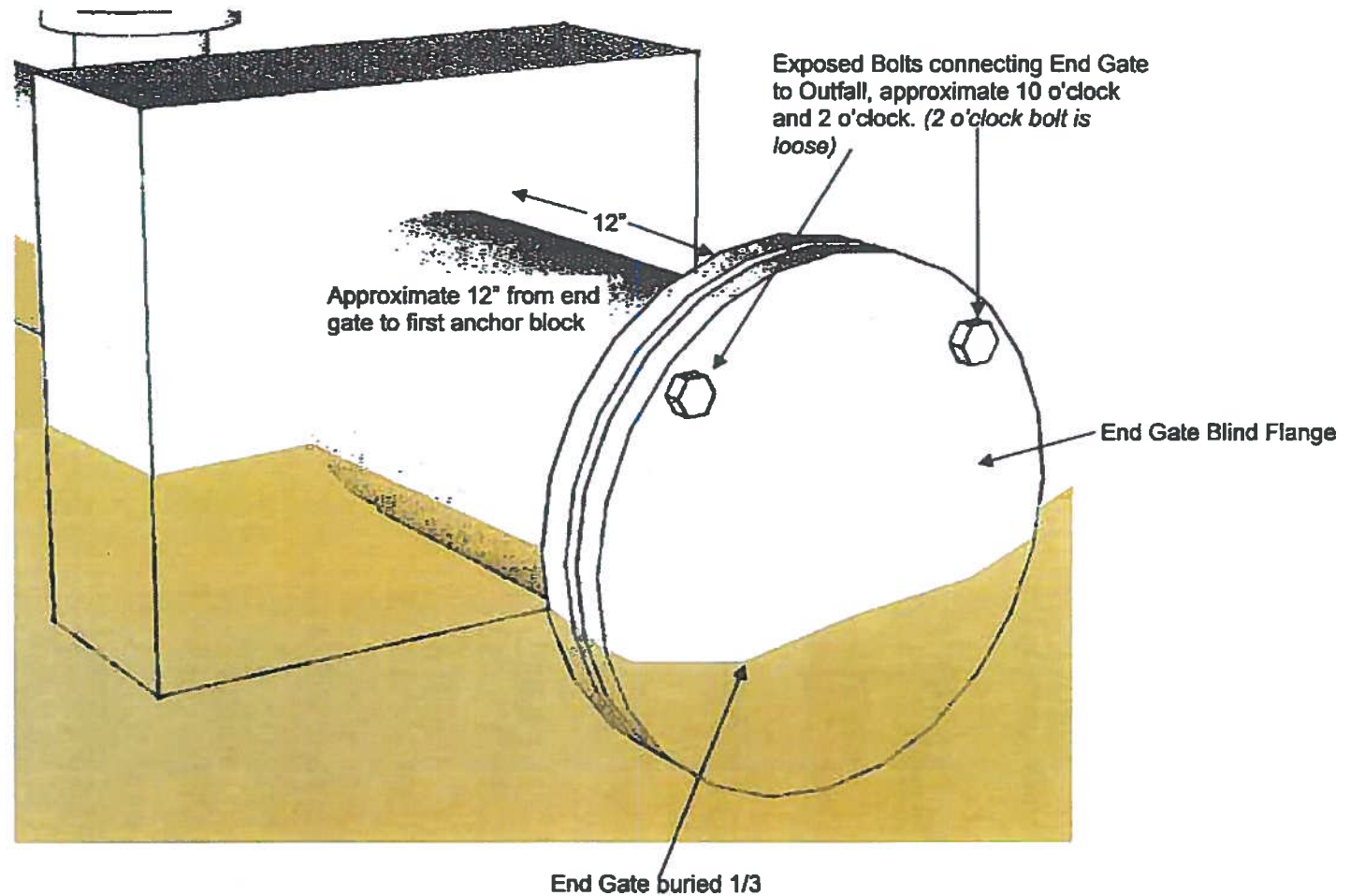
City of Tacoma North End Treatment
Plant Outfall Inspection
Anchor Block Detail



Concrete anchors appear to be similar the length of the pipeline, the outfall is centered in the blocks. The blocks are one piece no bolts connecting halves. Lifting eyes are in good condition.

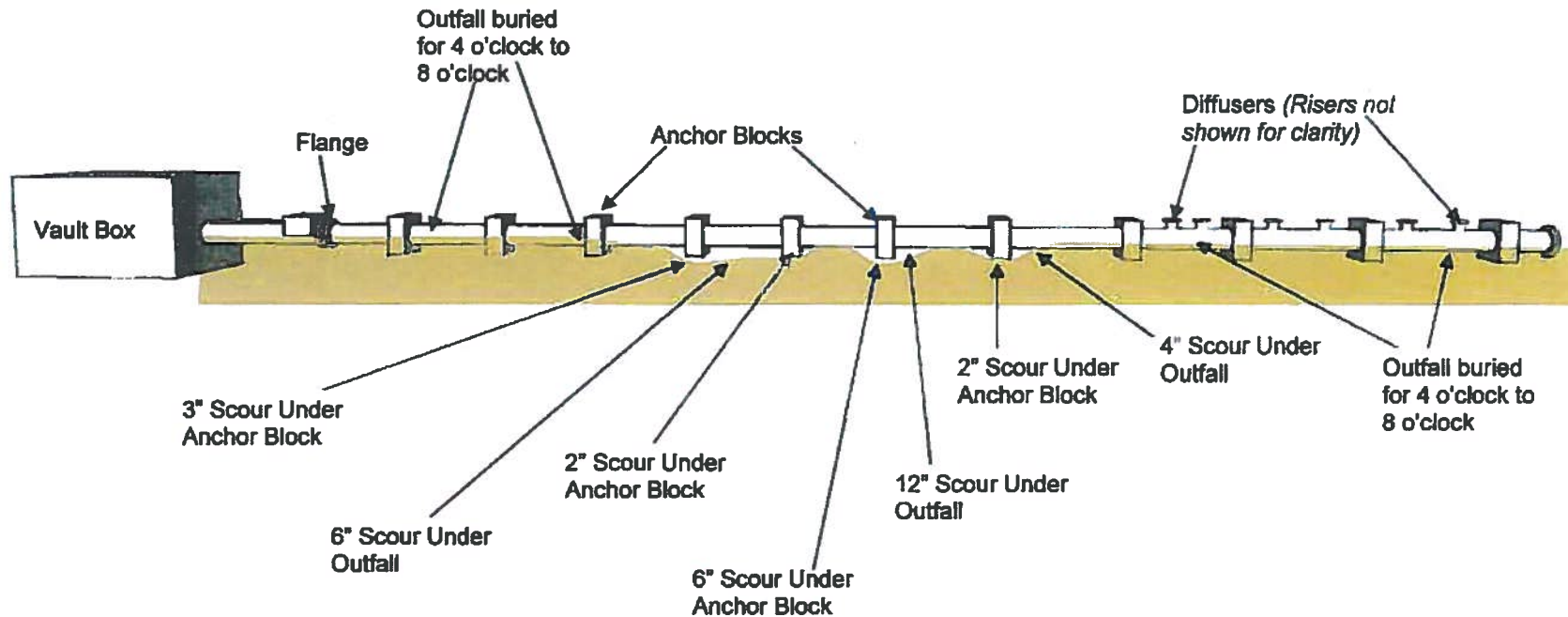
NTS: For Reference Only

City of Tacoma North End Treatment
Plant Outfall Inspection
End Gate Detail



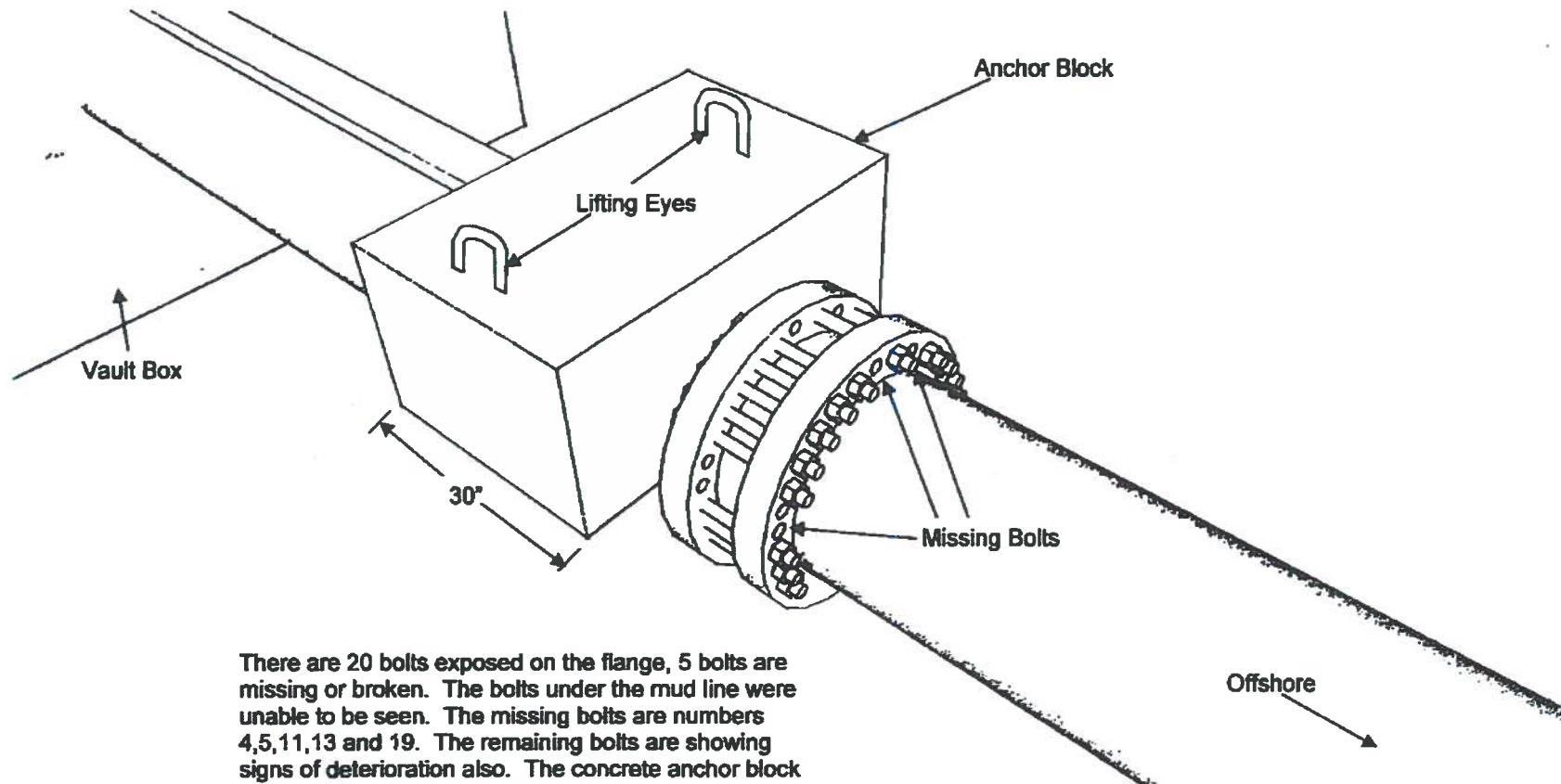
NTS: For Reference Only

City of Tacoma North End Treatment
Plant Outfall Inspection
Scour Areas



Drawing is not to scale for reference only

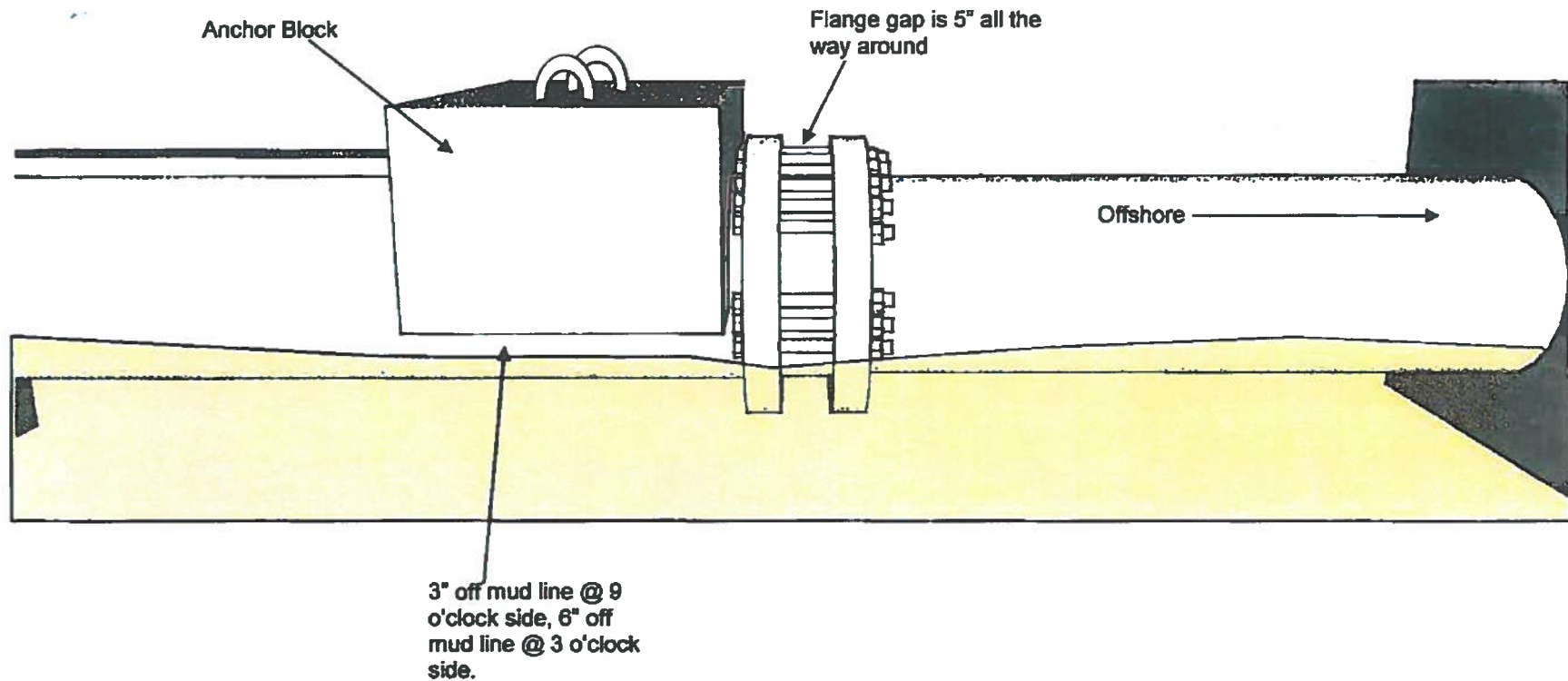
City of Tacoma North End Treatment
Plant Outfall Inspection
Flange Detail



There are 20 bolts exposed on the flange, 5 bolts are missing or broken. The bolts under the mud line were unable to be seen. The missing bolts are numbers 4,5,11,13 and 19. The remaining bolts are showing signs of deterioration also. The concrete anchor block next to the flange is different from the blocks on the rest of the outfall. This anchor sits only on the top of the outfall and the edges do not touch bottom. It has two lifting eyes on top and is wider than the other anchors.

NTS: For Reference Only

City of Tacoma North End Treatment
Plant Outfall Inspection
Flange Detail #2

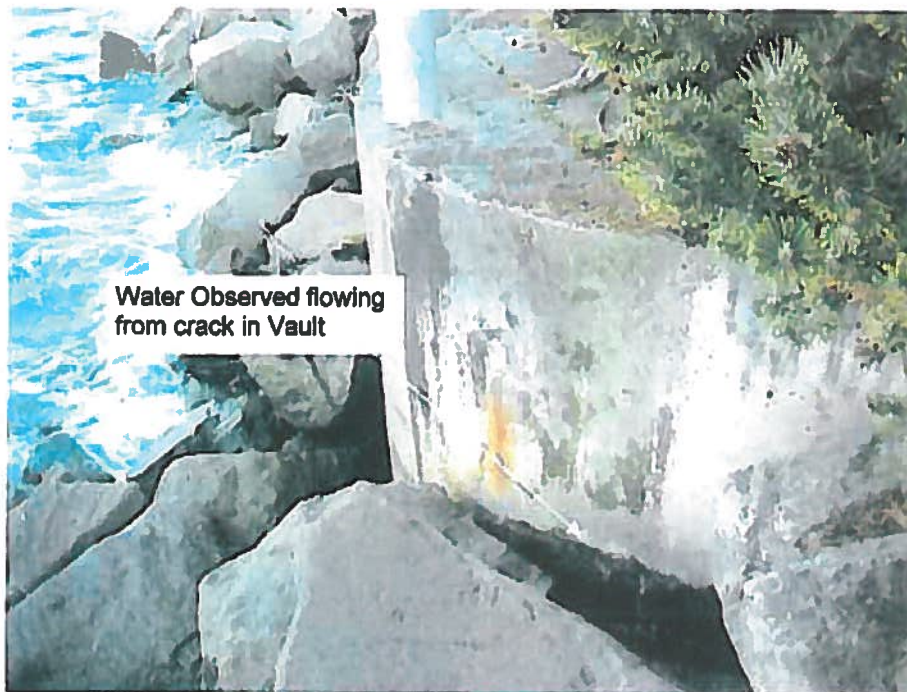


NTS: For Reference Only

Picture # 1



Picture # 2





Steve Ackart
Project Manager

426 N. Buchanan Circle Suite # 5 Pacheco, CA 94553
Office: 925-809-6484 Fax: 925-809-6486
Cell: 925-381-6484 • sackart@tidalmarine.net
www.tidalmarine.net

APPENDIX B SUBMITTAL FORMS

Signature page

Price proposal

Certification of Compliance with Wage Payment Statutes

State Responsibility and Reciprocal Bid Preference Information

Professional Reference

Sustainability

SIGNATURE PAGE

CITY OF TACOMA Environmental Services, O&M 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 Proposal 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 PROPOSAL SPECIFICATION NO. ES21-0571N

Outfall Diffuser Inspections and On Call Maintenance for Buoys

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.



Price Proposals 1 & 2
Specification No. ES21-0571N

Vendor: _____

Bidder agrees to furnish the following FOB Destination freight prepaid and allowed, City of Tacoma, Environmental Services, 2201 Portland Avenue, Tacoma WA 98421.

Pricing Proposal 1			
Description	Base Hourly Rate	Total Estimated Hours (life of Contract)	Total Estimated Cost for Contract
<i>EXAMPLE: On-Call Hourly Rate</i>	<i>\$50.00</i>	<i>100 Hours</i>	<i>\$5,000.00</i>
On-Call Hourly Rate	\$	250 Hours	\$
Pricing Proposal 2			
Description	Quantity	Unit Price	Total Cost
Outfall Diffuser Inspection (2 Outfalls)	1	\$	\$
		Total Cost	\$
Pricing proposals 1 & 2 Combined			
		Pricing Proposal 1	\$
		Pricing Proposal 2	\$
		Sales Tax (10.3%)	\$
		Total Cost	\$

Successful supplier can deliver materials within 30 days after receipt of purchase order.

NOTE: Late penalty provisions shall apply as detailed within this specification.

N/A

Prompt payment discount _____%, _____ days, net 30.

Payment discount periods of 20-calendars days or more may be considered in determining lowest responsible bid.

Supplier agrees to furnish the City with a warranty against defects in material and workmanship, under normal use and service for a period of N/A months.

Warranty periods of more than 12-months may be considered in determining lowest responsible bid.



Vendor: _____

Does your company accept a procurement card? Yes/No

Provide a statement regarding your ability to meet the City's credit card requirements (below) as well as identifying your reporting capabilities (Level I, II, or III). This information is not a consideration in the evaluation process.



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 **August 31, 2022**, 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. ES21-0571N

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



Professional References

In order to verify competent experience, submittals must include three references, at minimum, to whom which the contractor has provided equivalent services for. Failure to submit this minimum requirement will result in the bidder being non-responsive to the bid. A minimum of three (3) professional reference are required.

Professional Reference #1

Company Name:

Contact Name/Title:

Mailing Address:

Phone Number:

E-Mail:

Brief Project Description:

Professional Reference #2

Company Name:

Contact Name/Title:

Mailing Address:

Phone Number:

E-Mail:

Brief Project Description:

Professional Reference #3

Company Name:

Contact Name/Title:

Mailing Address:

Phone Number:

E-Mail:

Brief Project Description:



Section 3 – Sustainability

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

1. Please describe how you have incorporated sustainability into your everyday business practices?

2. Please describe how you have taken measures to minimize impacts to the environment in the delivery of the proposed services?

APPENDIX C SAMPLE DOCUMENTS

Sample Contract

Sample Payment Performance Bonds

Insurance Requirements

General Provisions

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and [supplier name as it appears in Ariba, including dbas or trade names] ("Contractor").

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

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

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

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

If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.

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

1. Contract, inclusive of Appendices A and B.
2. List remaining Contract Documents in applicable controlling order.

- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx

- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
\$[Dollar Amount], plus any applicable taxes.

- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.

- VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

- VIII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.
- It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

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

CITY OF TACOMA:
Signature:

CONTRACTOR:
Signature:

Name:

Name:

Title:

Title:

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

Director of Finance: _____

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

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

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

2. Prevailing Wages

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

3. COPELAND ANTI-KICKBACK ACT

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

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

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

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

6. CLEAN AIR ACT

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

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

7. FEDERAL WATER POLLUTION CONTROL ACT

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

8. DEBARMENT AND SUSPENSION

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

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

9. BYRD ANTI-LOBBYING AMENDMENT

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

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

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



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of

\$ _____, for the payment whereof Contractor and Surety bind themselves,

their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty-Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

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

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

3.2 Marine General Liability Insurance

Contractor shall maintain Marine General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

Marine General Liability Insurance policy cannot exclude non-owned watercraft and shall be endorsed to include:

3.2.1 A per project aggregate policy limit.

3.2.2 Personal/Advertising Injury.

3.3 Protection and Indemnity Insurance

Contractor shall maintain Protection and Indemnity Insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) in the aggregate. This insurance must cover all claims with respect to injuries or damages to persons or property, arising out of the use, operation or ownership of boats, ships, or vessels.

3.4 Commercial (Business) Automobile Liability Insurance

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

3.5 Workers' Compensation

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

3.5.2 Longshore and Harbor Workers' Compensation Act

Contractor shall provide proof of insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act (administered by the U.S. Department of Labor). Contractor shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Contractor is responsible for all civil and criminal liability arising from failure to maintain such coverage.

3.5.3 Jones Act

Contractor shall maintain insurance coverage for seamen injured during employment resulting from negligence of the owner, master, or fellow crew members in compliance with the statutory requirements of the Jones Act (46 U.S.C Section 688). Contractor shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Contractor is responsible for all civil and criminal liability arising from failure to maintain such coverage.

3.6 Employers' Liability Insurance

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

3.7 Other Insurance

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

GENERAL PROVISIONS

(Revised December 15, 2020)

SECTION I - BIDDING REQUIREMENTS

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent's Proposal

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

B. Alterations of Proposals Not Allowed

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

C. Filling Out City Proposal Sheets

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

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

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

1.03 RESPONDENT'S BOND OR CERTIFIED CHECK

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

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

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

1.04 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE

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

1.05 LICENSES/PERMITS

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

1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

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

1.07 BID IS NONCOLLUSIVE

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

1.08 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

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

B. Prequalified Electrical Contractor

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

C. Insertions of Material Conflicting with Specifications

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

D. Correction of Ambiguities and Obvious Errors

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

1.09 WITHDRAWAL OF BID

A. Prior to Bid Opening

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

B. After Bid Opening

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

1.10 OPENING OF BIDS

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

1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION

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

1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

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

1.13 TAXES

A. Include In Proposal All Taxes

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

B. Federal Excise Tax

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

C. City of Tacoma Business and Occupation Tax

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

1.14 FIRM PRICES/ESCALATION

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

1.15 AWARD

A. Construction and/or Labor Contracts

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

B. Supply/Equipment Contracts

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

1.16 INCREASE OR DECREASE IN QUANTITIES

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

1.17 EXTENSION OF CONTRACT

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

1.18 PAYMENT TERMS

- A. Prices will be considered as net 30 calendar days if no cash discount is shown. Payment discount periods of twenty (20) calendar days or more if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
- B. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.

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

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

1.20 COOPERATIVE PURCHASING

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

1.21 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

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

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

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

1.22 FEDERAL AID PROJECTS

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

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

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

B. Surety Bonds

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

C. Independent Contractor

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

2.02 CONFLICTS IN SPECIFICATIONS

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

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

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

2.03 INSPECTION

A. Of the Work

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

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

B. Inspector's Authority

The inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the Director or Superintendent, whose decision shall be final. The word "Director" means the Director of the City of Tacoma General Government department that is administering the contract. The word "Superintendent" means the Superintendent of the City of Tacoma, Department of Public Utilities Division that is administering the contract.

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

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

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

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

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

2.05 INDEMNIFICATION

A. Indemnification

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

B. Limitation of Liability for Primarily Supply-Type Contracts

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

2.06 CONTRACTOR'S INSURANCE

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

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

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

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

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

D. Subletting

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

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

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

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

2.08 DELAY

E. Extension of Time

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

F. Unavoidable Delay

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

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

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

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

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

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

B. Guarantee for Supply Contracts

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

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

C. Guarantee Period Extension

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

2.10 DEDUCTIONS FOR UNCORRECTED WORK

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

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

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

B. Termination for Cause

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

2.12 LIENS

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

2.13 LEGAL DISPUTES

A. General

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

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

B. Attorney Fees

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

2.14 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

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

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

2.15 PACKING SLIPS AND INVOICES

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

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

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

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

2.16 APPROVED EQUALS

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

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

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

2.17 ENTIRE AGREEMENT

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

2.18 CODE OF ETHICS

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

2.19 FEDERAL FINANCIAL ASSISTANCE

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

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

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

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

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

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

C. CLEAN AIR ACT

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

D. FEDERAL WATER POLLUTION CONTROL ACT

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

E. DEBARMENT AND SUSPENSION

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

F. BYRD ANTI-LOBBYING AMENDMENT

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. PROCUREMENT OF RECOVERED MATERIALS

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

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

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

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

3.01 RESPONDENT'S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

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

3.04 TRENCH EXCAVATION BID ITEM

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

3.05 SAFETY

A. General

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

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

The Inspector and/or Engineer may advise the Contractor and the Safety Officer of any safety violations. It is the Contractor's responsibility to make the necessary corrections. Failure to correct safety violations is a breach of this Contract and, as such, shall be grounds for an order from the Safety Officer, Inspector or Engineer to cease further work and remove from the job site until the condition is corrected. Time and wages lost due to such safety shutdowns shall not relieve the Contractor of any provisions of Section 3.14 of this Specification and shall be at the sole cost of the Contractor. The purpose of this authority to stop work is to enforce the contract and not to assume control except to the extent necessary to ensure compliance with the provisions of this contract.

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

B. Work Hazard Analysis Report

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

3.06 PROTECTION OF WORKERS AND PROPERTY

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

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

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

3.07 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

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

B. Character of Contractor's Employees

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

3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

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

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

B. Prevailing Wages

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

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

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

3.09 COPELAND ANTI-KICKBACK ACT

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

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

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

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

3.10 CHANGES

A. In Plans or Quantities

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

B. Extra Work

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

C. Extra Work - No Agreed Price

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

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

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

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

D. Claims for Extra Work

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

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

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

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

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

3.13 FINAL PAYMENT

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

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

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

3.14 FAILURE TO COMPLETE THE WORK ON TIME

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

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

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

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

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

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

3.16 LIST OF SUBCONTRACTORS

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