



City of Tacoma, WA

**CITY OF TACOMA  
TACOMA PUBLIC UTILITIES - WATER DIVISION  
REQUEST FOR BIDS  
FISH TRANSFER HOPPERS  
SPECIFICATION NO. TW21-0459N**



City of Tacoma  
Tacoma Public Utilities / Tacoma Water

REQUEST FOR BIDS  
Transfer Fish Hoppers

**Submittal Deadline:** 11:00 a.m., Pacific Time, Wednesday, December 29, 2021

**Submittal Delivery:** Submittals will be received as follows:

**By Email:**

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

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

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

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

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

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

**Pre-Proposal Meeting:** A pre-proposal meeting will be held virtually. See Section 4 of these specifications.

**Project Scope:** Manufacture and deliver two fish transfer hoppers and their accessory equipment.

**Estimate:** \$200,000

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

**Americans with Disabilities Act (ADA Information:** The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing Gail Himes at [ghimes@cityoftacoma.org](mailto:ghimes@cityoftacoma.org), or by calling her collect at 253-591-5785.

**Federal Title VI Information:**

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

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

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




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

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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.

|  |   |
|--|---|
| <b>The following items make up your submittal package:</b>   |  |
| Signature Page (Appendix A)  |   |
| Price Proposal Form (Appendix A)   |   |
| Statement of Qualifications (Appendix A)   |   |
| Substitution Request Form (Appendix A)   |   |
| Technical Specification Submittals (i.e., Shop Drawings, Manufacturer's Certificates, Mill Test Reports) See section 1.2.1.3 of Technical Specifications |   |
| <b>After award, the following documents will be executed:</b>  |   |
| Contract (Appendix B)  |   |
| Certificate of Insurance and Endorsements (Appendix C)   |   |

## 1. BACKGROUND

The City of Tacoma, Tacoma Public Utilities – Water Division (here after “City” or “Tacoma Water”) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City’s needs for two fish transfer hoppers and their accessory equipment. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

This product is used by Tacoma Water’s Trap and Haul Facility located at 36932 Green River Headworks Rd. SE, Ravensdale, WA 98051. The estimated cost is \$200,000. This is an estimated quantity only and does not guarantee a specific dollar amount.

## 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:

|   |                                |
|---|--------------------------------|
| Pre-Bid Meeting:                                      | <b>11:30 am PST, 12/1/2021</b> |
| Question and Substitution Request Deadline:           | <b>12/8/2021</b>               |
| City response to Questions and Substitution Requests: | <b>12/22/2021</b>              |
| Submittal Due Date:                                   | <b>12/29/2021</b>              |
| Anticipated Award Date:                               | <b>January 2022</b>            |

## 3. INQUIRIES

- 3.1** Questions should be emailed to Tad Carlson, Senior Buyer at [tcarlson@cityoftacoma.org](mailto:tcarlson@cityoftacoma.org). Subject line to read:

TW21-0459N – Transfer Fish Hoppers – *VENDOR NAME*

- 3.2** Questions marked confidential will not be answered or included.
- 3.3** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 3.4** The answers are not typically considered an addendum.
- 3.5** The City will not be responsible for unsuccessful submittal of questions.
- 3.6** Written answers to questions will be posted alongside the specification at [tacomapurchasing.org](http://tacomapurchasing.org).

## 4. PRE-BID MEETING

A pre-bid meeting will be held virtually at the date and time specified in the calendar of events, see link below to attend. The purpose of the pre-bid meeting is for informational purposes only. Attendance at a pre-bid meeting is not required to submit a bid.

<https://meetingsamer18.webex.com/meetingsamer18/j.php?MTID=m12fa33df46e8bc68b50457fa51c26aea>

Meeting Password: ceRRD47W3bV

## **5. STATEMENT OF QUALIFICATIONS MINIMUM REQUIREMENT**

To be considered responsive, bidder shall provide the information requested in the Statement of Qualifications, be able respond yes to all question and sign the last page. See Appendix A for the Statement of Qualifications form.

## **6. 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.

## **7. DELIVERY**

**7.1** See Section 1.1.11 of Special Provisions.

**7.2** Delivery shall be to the Tacoma Water's Trap and Haul Facility. Deliveries will arrive at the Green River Headworks Road gatehouse, near 36525 SE Green River Headworks Rd., Ravensdale, WA 98051, to provide the necessary documents detailed in the Watershed Access Requirements in Appendix C for their access credentials and adhere to the additional requirements therein. The delivery will then be escorted to the Trap and Haul Facility approximately 1.5 miles from the gate.

**7.3** Delivery must be made during standard hours of operation: Monday through Friday, 9:00 a.m. to 3:30 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

## **8. CONTRACT TERM**

The contract must be completed by Friday, August 5<sup>th</sup>, 2022 at 3:30 p.m. with individual bid items delivered by the date and time listed in the delivery schedule. See Section 1.1.11 of Special Provisions for the delivery schedule. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in these specifications.

## **9. 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.

## **10. AWARD**

Award will be made to the lowest responsive, responsible bidder. All bidders shall provide unit price, total cost, and lump sum pricing for each line item on the Price Proposal Form. See Appendix A for the Price Proposal Form. 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.

## **11. WARRANTY**

**Labor:** Minimum one (1) year warranty.

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

Vendor shall arrive on-site at Tacoma Water's Trap and Haul Facility located at 36932 Green River Headworks Rd. SE, Ravensdale, WA 98051 within 72 hours of notification for all warranty repairs during normal work hours of Monday through Friday, 9:00 a.m. to 3:30 p.m., excluding legal holidays. Repairs shall include free pick-up and delivery. Repairs must be completed and returned within one (1) standard business week of pick-up, unless otherwise agreed to by the Vendor(s) and the City. Vendor shall provide the necessary documents detailed within the

Watershed Access Requirements for their access credentials before they are escorted to the Trap and Haul Facility for the repairs and/or pick-up.

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

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

## **12. INSPECTION**

See Section 1.1.18 of Special Provisions.

## **13. 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.

## **14. APPROVED ITEM EQUIVALENT**

See Section 1.1.13 of Special Provisions.

## **15. COMPLIANCE WITH SPECIFICATIONS, MATERIALS AND WORKMANSHIP**

See Section 1.1.15 of Special Provisions.

## **16. DAMAGED GOODS**

The vendor shall replace any orders that are damaged in transit. They will be notified by the City and they must arrange to have damaged orders picked up within 48 hours' notice (excluding weekends and holidays). Vendor will pay all expenses incurred to ship damaged goods back to manufacturer or their own warehouse.

## **17. UPDATED PRODUCTS**

During the contract term, if items on the contract are being replaced and updated by the manufacturer, the supplier may submit the manufacturer information, technical specifications and pricing to the City for consideration. The supplier shall provide this updated product information to the City as soon as it becomes available by the manufacturer. The City will work with Purchasing Division to review the information submitted and either accept or reject the product. If the replacement product is not approved, the vendor will be notified and the current item on the contract will be removed. Because of fixed pricing, the replacement item must be offered at the same price.

## **18. PRODUCT DISCONTINUED**

During the contract term, if the supplier discontinues carrying any of the contracted items, they must notify the City and the Purchasing office within 30 calendar days. The City reserves the



right to seek other suppliers to supply those items or purchase directly from the manufacturer or their designated distributor until the contract term ends.

## **19. QUANTITIES AND PURCHASE ORDERS**

The quantities listed are an estimate only using historical data gathered from the previous 5 years. Delivery will be according to purchase order on an as-needed basis throughout the period of the contract.

## **20. 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 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 manage reduction plans
- Potential impact on human health and the environment

## **21. EQUITY IN CONTRACTING**

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](#).

## **22. 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.

## **APPENDIX A**

Signature Page

Price Proposal Form

Statement of Qualifications

Substitution Request Form

## SIGNATURE PAGE

### **CITY OF TACOMA CITY MANAGER'S OFFICE**

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 Proposals page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

#### **REQUEST FOR BIDS SPECIFICATION NO. TW21-0459N FISH TRANSFER HOPPERS**

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 Proposal Form**  
Specification No. TW21-0459N

Bidder agrees to furnish the following F.O.B., City of Tacoma, Tacoma Public Utilities – Water Division, 36932 Green River Headworks Rd. SE, Ravensdale, WA 98051 freight prepaid and allowed.

---

**Bid Summary**

Enter the cost for each item below. The unit price and total cost must be shown in the space provided. Total cost shall be determined by multiplying the unit price by the quantity and must include sales tax at 8.7%. Total bid amount shall be determined by summing each items total cost. Unit cost shall be all-inclusive and available for 120 days beyond the opening date.

Vendor: \_\_\_\_\_

**Proposal**

|   | <b><u>Description</u></b> | <b><u>Quantity</u></b> | <b><u>Unit of Measure</u></b> | <b><u>Unit Price</u></b> | <b><u>Total Cost</u></b> |
|---|---------------------------|------------------------|-------------------------------|--------------------------|--------------------------|
| <b><u>Item 1</u></b>                                |                           |                        |                               |                          |                          |
| Fish Transfer Hopper                                | Drawing No. 15-99-109     | 2                      | EA                            | \$ _____                 | \$ _____                 |
| <b><u>Item 2</u></b>                                |                           |                        |                               |                          |                          |
| Hopper Stand  | Drawing No. 15-99-105     | 2                      | EA                            | \$ _____                 | \$ _____                 |
| <b><u>Item 3</u></b>                                |                           |                        |                               |                          |                          |
| Hopper Support                                      | Drawing No. 15-99-101     | 4                      | EA                            | \$ _____                 | \$ _____                 |
| <b><u>Item 4</u></b>                                |                           |                        |                               |                          |                          |
| Fish Transport Tank Lid<br>Adaptor and Modification | Drawing No. 15-99-102     | 2                      | EA                            | \$ _____                 | \$ _____                 |

**Total Bid Amount:** \$ \_\_\_\_\_

# Statement of Qualifications

Specification No. TW21-0459N

Bidder shall provide the information requested by this Statement of Qualifications upon this form and sign the last page, or be deemed non-responsive.

---

## Statement Summary

Enter the requested information for each item below. When asked, the bidder shall promptly provide to Tacoma Water all additional information as required by Tacoma Water to verify the information provided by the bidder in the Statement of Qualifications. Verification methods include, but are not limited to, reference checks, company payroll documents, including WA State Department of Labor and Industry reporting documents (L&I), on-site visits to verify the requirements of Section 5 to the Statement of Qualifications. Any question answered other than "Yes" or the failure to provide the information requested will result in the bid being deemed non-responsive.

## Section 1. General Information

**Company Name**

**Company Owner Name**

**Company Mailing Address**

**Contractor license number**

**Email Address**

**Telephone**

**Fax**

|                      |                      |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
|----------------------|----------------------|

**Bidder's Name**

**Bidder's Email Address**

**Bidder's Phone Number**

|                      |                      |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
|----------------------|----------------------|

## **Statement of Qualifications**

Specification No. TW21-0459N

### **Section 2. Safety & Regulatory Compliance**

- 2.1 The City of Tacoma is committed to the safety of both its employees, and contractors working for the City. A qualified bidder must have an Accident Prevention Program in place upon submission of this Statement of Qualifications that complies with L&I requirements per WAC 296-155-110.

*Does your company have an Accident Prevention Program compliant with WAC 296-155-110?*

**Yes / No**

**If yes, attach and submit with this bid.**

### **Section 3: Quality Assurance**

- 3.1 A qualified bidder must have a minimum of two (2) welders capable of completing this work. Welders fabricating this product shall be qualified in accordance with AWS D1.2.

*Does your company have a minimum of two (2) employees qualified in accordance with AWS D1.2?*

**Yes / No**

**If yes, attach and submit their AWS D1.2 endorsements with this bid.**

**Statement of Qualifications**  
Specification No. TW21-0459N

**Section 4. Experience Related Fish Transport Equipment Fabrication**

4.1 Fabricating equipment specialized for transporting anadromous fish is a critical skill essential to this contract. To be considered qualified in this type of work, the bidder must demonstrate that within the last ten (10) years their company has satisfactorily completed: a minimum of five (5) separate projects involving the fabrication of structures designed and approved by a licensed Professional Engineer, registered in the State of Washington of similar, or greater, total cost and scope.

*Can your company meet the requirements of Section 4.1?*

**Yes / No**

**If yes, complete the following table:**

| Project Name | Total Dollar Amount | Date of Contract | Agency or Company Worked for | Project Manager Name and Phone Number |
|--------------|---------------------|------------------|------------------------------|---------------------------------------|
|              |                     |                  |                              |                                       |
|              |                     |                  |                              |                                       |
|              |                     |                  |                              |                                       |
|              |                     |                  |                              |                                       |
|              |                     |                  |                              |                                       |
|              |                     |                  |                              |                                       |
|              |                     |                  |                              |                                       |
|              |                     |                  |                              |                                       |
|              |                     |                  |                              |                                       |



## Statement of Qualifications

Specification No. TW21-0459N

### Section 5. Meetings, Inspections, and Acceptance

Regularly schedule inspections will be required by the City engineer and authorized City representative(s) prior to and during fabrication. A qualified bidder's manufacture facility must facilitate weekly inspections and be within a reasonable driving distance. For the purpose of Section 5 of this solicitation, the term "reasonable driving distance" is defined as: manufacture's facility, where bid items will be fabricated, is within five (5) hours driving time radius from Tacoma Public Utilities\*, disregarding traffic congestion and weather conditions.

\*Tacoma Public Utilities  
3628 South 35<sup>th</sup> Street  
Tacoma, WA 98409

- 5.1 The vendor must facilitate weekly inspections by the engineer and authorized City representative(s) at the manufacture's facility during the manufacture of bid items and/or be subject to a quality audit of the their facility and equipment.

*Can your company meet the requirements of Section 5.1?*

**Yes / No**

- 5.2 All goods are subject to final inspection and acceptance by the City engineer and authorized City representative(s) at the manufacture facility. A water-to-water transfer from the fish hoppers (750 gal.) to City provided fish tanks will be required.

*Can your company meet the requirements of Section 5.2?*

**Yes / No**

- 5.2 The vendors manufacture facility, where bid items will be fabricated, must be within a reasonable driving distance.

*Can your company meet the requirements of Section 5.2?*

**Yes / No**

**If yes, attach driving directions from Tacoma Public Utilities to your manufacture facility using a standard map app (e.g., Google Maps).**

## **Statement of Qualifications**

Specification No. TW21-0459N

I certify that information contained in this Statement of Qualifications and the attachments are true and correct. I also understand that all information is subject to public disclosure as defined by RCW 42.56.010 "Public Records"

---

Signature of Authorized Representative

---

Date

---

Printed Name of Authorized Representative

# Substitution Request Form

Specification No. TW21-0459N

Bidder shall enter the requested information for each item below. When asked, the bidder shall promptly provide all additional information required by Tacoma Water to verify the information provided. Incomplete forms or the failure to provide the information requested will result in the bid being deemed non-responsive. This request form shall be submitted to be reviewed by the project engineer per special provisions. If no substitutions are requested, indicate in writing behind "Proposed Substitutions" below.

---

---

## Substitution Summary

*We hereby submit for consideration, the following equipment, material, or process instead of the specified item for the above project:*

Specification Section: \_\_\_\_\_

Specified Item: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

**ATTENTION:** Attach complete technical data, including laboratory tests and samples as applicable. Attach multiple request forms for additional substitutions each with their complete technical data, including laboratory tests and samples as applicable. Provide a detailed comparison of the significant qualities (size, weight, durability, performance and similar characteristics, and including visual effect, where applicable) for the proposed substitution in comparison with the original requirements. List completely, installation changes and changes to drawings and specifications required by the proposal.

## FILL IN BLANKS BELOW:

A. Does this substitution require change in drawing dimensions?

☐ Yes

☐ No

If yes, provide detail: \_\_\_\_\_

B. Will undersigned pay for resulting building design changes including engineering/detailing costs?

☐ Yes

☐ No

C. What effect does substitution have on other trades?

\_\_\_\_\_

D. What is the difference between the proposed substitution and the specified item?

\_\_\_\_\_

E. Manufacturer's guarantees of proposed and specified items are:

Same ☐

Different\* ☐

\*Explain differences on attachment(s)

F. Are maintenance/service parts locally (within 50 miles) available for proposed substitution?

☐ Yes

☐ No

# Substitution Request Form

Specification No. TW21-0459N

G. Will the proposed substitution have any effect on compliance with applicable codes?

☐ Yes

☐ No

If yes, explain: \_\_\_\_\_

H. Provide Project Lead's name, address, and current phone number for three (3) similar projects where the proposed product was used, along with the Project name and date of installation:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

I. Contract completion date is:

Same ☐

Different\* ☐

\*Explain differences on attachment(s)

Undersigned attests function and quality equivalent or superior to specified item and waives their rights to additional payment and time that may subsequently be necessitated by failure of the substitution to perform adequately, and for the required work to make corrections thereof.

## SUBMITTED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

## FOR USE BY THE CITY:

☐ Accepted

☐ Accepted as Noted

☐ Not Accepted

☐ Deemed non-responsive

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

(Project Engineer/Manager)

Signature: \_\_\_\_\_

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

## REMARKS:

## **APPENDIX B**

Sample Contract

Request for Information (RFI)

Engineering Change Directive (ECD)

Proposal Request (PR)

Change Order Proposal (COP)

# CONTRACT

Resolution No.  
Contract No.

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

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

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

1. Specification No. \_\_\_\_\_ and \_\_\_\_\_ together with all authorized addenda.
2. Contractor's submittal (or specifically described portions thereof) dated \_\_\_\_\_ submitted in response to Specification No. \_\_\_\_\_ and \_\_\_\_\_.
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.

Remove this paragraph and #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

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

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

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

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

CITY OF TACOMA:

CONTRACTOR:

By: \_\_\_\_\_  
*Enter title of dept or div staff w/auth to sign for this \$ amt*

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Choose an item.*

\_\_\_\_\_  
*Printed Name*

By: \_\_\_\_\_  
*Director of Finance*

\_\_\_\_\_  
*Title*

APPROVED AS TO FORM:

By: \_\_\_\_\_  
*City Attorney*

Sample







## ENGINEERING CHANGE DIRECTIVE (ECD)

(Form Used by City to Transmit New or Revised Drawings,  
Issue Additions or Modifications to the Contract or  
Any Other Direction Which Should be Documented)

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

ECD No.:  (City Assigns)

Project Title: \_\_\_\_\_

Specification No.: \_\_\_\_\_

Contract No.: \_\_\_\_\_

**Contractor:**

**Owner:**

Tacoma Water  
36932 Green River Headworks Rd. SE  
Ravensdale, WA 98051

**Subject:** \_\_\_\_\_

Architectural

Civil

Structural

Mechanical

Electrical

Other

### Scope of Change of Work:

Attachment Type: \_\_\_\_\_

Ref. No. \_\_\_\_\_

This document becomes effective upon receipt by the contractor, with signature of a representative of the City. The contractor shall then commence with modification(s) listed above.

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

Representing: \_\_\_\_\_

### Contractor's Response:

This ECD:    Will Not    May    Will    Result in a claim by filing a Change Order Proposal (COP) prior to any extra work but not later than seven (7) days.

Attachment Type: \_\_\_\_\_

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

Signature by the contractor signifies agreement that the proposed modifications *will not, may, or will* result in a claim for changes in contract sum or time.

Representing: \_\_\_\_\_

Response Date: \_\_\_\_\_

Cc:



**PROPOSAL REQUEST (PR)**  
(Form Used by City to Request Pricing on a  
Possible Change in Plans or Additional Work)

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

PR No.:  (City Assigns)

Project Title: \_\_\_\_\_

Specification No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

**Contractor:**

**Owner:**

Tacoma Water  
36932 Green River Headworks Rd. SE South 35<sup>th</sup>  
Ravensdale, WA 98051

**Subject:** \_\_\_\_\_

Architectural

Civil

Structural

Mechanical

Electrical

Other

**Scope of Change Order of Work:**

Ref. No: \_\_\_\_\_

Please submit a breakdown of the proposed costs for modification(s) to the contract sum and/or contract time associated with the proposed changes in the scope of work and to the contract documents described above.

**This is not a change order or a notice to proceed with the described work.**

Sketch Attached

Drawing Attached

Additional Pages Attached

**Submitted by:**

**Information Provided by:**

Tacoma Water: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

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

The proposed shall include all contractor(s) labor, material, overhead, profit and all direct or indirect costs associated with the change in scope of work.

Cc:



## CHANGE ORDER PROPOSAL (COP)

(Form Used by City to Transmit New or Revised Drawings,  
Issue Additions or Modifications to the Contract or  
Any Other Direction Which Should be Documented)

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

COP No.:  (Contractor Assigns)

Project Title: \_\_\_\_\_

Specification No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

**Contractor:**

**Owner:**

Tacoma Water  
36932 Green River Headworks Rd. SE  
Ravensdale, WA 98051

**Subject:** \_\_\_\_\_

Architectural      Civil      Structural      Mechanical      Electrical      Other

### Scope of Change Order of Work:

Attachment Type: \_\_\_\_\_

Ref. No: \_\_\_\_\_

Time Extension  
Request: \_\_\_\_\_

Cost/Credit: \_\_\_\_\_ Additional Days: \_\_\_\_\_

This change order proposal includes all contractor labor, material, overhead, profit and all direct and/or indirect costs associated with the change in the scope of work. Attach Engineering Change Directive (ECD), Request For Information (RFI) or other reference documents, as applicable.

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

Representing: \_\_\_\_\_

### City's Response:

Action:      Approved      Unapproved      Revise and Resubmit

Attachment Type: \_\_\_\_\_

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

Prior to any extra work or within seven (7) days of discovery of any claim, the contractor shall submit a written proposal for changes in the scope of work and/or contract amount using this **Change Order Proposal**.

Representing: \_\_\_\_\_

Response Date: \_\_\_\_\_

Cc:

## **APPENDIX C**

Insurance Requirements

Standard Terms and Conditions

Watershed Access Requirements



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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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

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

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



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

## **2. CONTRACTOR**

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

## **3. SUBCONTRACTORS**

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

## **4. REQUIRED INSURANCE AND LIMITS**

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

### **4.1 Commercial General Liability Insurance**

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

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

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

### **4.2 Commercial (Business) Automobile Liability Insurance**

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

#### 4.3 Workers' Compensation

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

#### 4.4 Employers' Liability Insurance

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

#### 4.5 Commercial Property Insurance

Contractor shall provide Commercial Property Insurance for loss or damage to any and all equipment owned by City of Tacoma while in the care, custody, or control of Contractor, Subcontractors, or their agents. The coverage shall be provided on an ISO **Special Form Causes of Loss** CP10 30 06 07 or equivalent and shall provide full replacement cost coverage. The deductible shall not exceed Two Thousand Five Hundred Dollars (\$2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

#### 4.6 Inland Marine (Cargo) Insurance

Contractor shall maintain Cargo Insurance. Coverage shall protect the property from all risk of injury, and coverage shall be in an amount of the full replacement cost of the property, with no coinsurance exposure. Any applicable deductible shall not exceed Five Thousand Dollars (\$5,000).

#### 4.7 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.



**CITY OF TACOMA  
STANDARD TERMS AND CONDITIONS  
GOVERNS BOTH GOODS AND SERVICES AS APPLICABLE**

In the event of an award by the City, these Terms and Conditions stated herein, Additional Contract Documents if issued, Solicitation if issued, Purchase Orders if issued by City, and Supplier's Submittal, if provided, shall constitute the Contract between City and Supplier for the acquisition of goods, including materials, supplies, and equipment or for the provision of services and deliverables.

Said documents represent the entire Contract between the parties and supersede any prior oral statements, discussions, or understandings between the parties, and/or subsequent Supplier invoices. No modification of the Contract shall be effective unless mutually agreed in writing.

The specific terms and conditions of any Solicitation (Specification, Request for Bids, Request for Proposals, Requests for Qualifications, Requests for Quotations, Request for Information, bid documents, request to enter into negotiations, or other form of solicitation issued by City including any general, special, or technical provisions associated with such Solicitations) are incorporated herein by reference and supersede these Terms and Conditions where there is conflict or inconsistency.

In the event Additional Contract Documents are negotiated and agreed to in writing between Supplier and City, the specific terms of such Additional Contract Documents are incorporated herein by reference and supersede all other terms and conditions where there is conflict or inconsistency.

These Terms and Conditions, Additional Contract Documents if issued, Solicitation if issued, City purchase order if issued, are controlling over Supplier's Submittal if a Submittal is provided. Submittals if provided are incorporated herein by reference.

**1.01 SUPPLIER / CONTRACTOR**

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

**1.02 SUBMITTAL**

Submittal means Bids, Proposals, Quotes, Qualifications or other information, content, records or documents submitted in response to a City Solicitation.

**1.03 FORMS OF SUBMITTAL**

Unless stated otherwise, all submittals must be in SAP Ariba and submitted exactly as specified or directed, and all required forms must be used.

**1.04 COSTS TO PREPARE SUBMITTAL**

The City is not liable for any costs incurred by Supplier for the preparation of materials or a Submittal provided in response to a solicitation, conducting presentations to the City, or any other activities related to responding to the City's Solicitation.

**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/](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 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION**

- A. Supplier Submittals, all documents and records comprising the Contract, and all other documents and records provided to the City by Supplier 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 Supplier has complied with the requirements to mark records considered confidential or proprietary as such requirements are stated below, City agrees to provide Supplier 10 days written notice of impending release. Should legal action thereafter be initiated by Supplier to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Supplier, 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 Supplier took no action to oppose the release of information.
- B. If Supplier provides City with records or information that Supplier considers confidential or proprietary, Supplier 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 Supplier expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s).
- C. Submission of materials in response to City's Solicitation shall constitute assent by Supplier to the foregoing procedure and Supplier shall have no claim against the City on account of actions taken pursuant to such procedure.

## **1.07 SUSTAINABILITY**

- A. The City has interest in measures used by its contractors to ensure 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.
- B. The City encourages the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. Suppliers are encouraged to incorporate environmentally preferable products or services into Submittals wherever possible. "Environmentally preferable" means 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, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
- C. Environmental Standards. The City seeks to ensure that all purchases comply with current environmental standards and product specifications. Where appropriate, third party independent certifiers such as Green Seal and USEPA Standards shall be a minimum specification for products to the City, unless specified otherwise herein.
- D. The City encourages the use of sustainability practices and desires any awarded Suppliers to assist in efforts to address such factors when feasible for:
  - 1. Pollutant releases
  - 2. Toxicity of materials used
  - 3. Waste generation
  - 4. Greenhouse gas emissions, including transportation of materials and services
  - 5. Recycle content
  - 6. Energy consumption
  - 7. Depletion of natural resources
  - 8. Potential impact on human health and the environment

#### **1.08 ALTERATIONS NOT ALLOWED**

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

#### **1.09 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS**

- A. The City reserves the right to correct obvious errors in Supplier's Submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.
- B. Supplier shall notify the City of Tacoma Procurement and Payables Division in writing of any ambiguity, conflict, discrepancy, omission or other error in a Solicitation no later than five business days prior to the submittal deadline.
  - 1. For solicitations conducted in SAP Ariba, Supplier shall notify the City of Tacoma Procurement and Payables Division on the message board of the event.
  - 2. For all other solicitations, Supplier shall notify the contract person listed in the Solicitation.
- C. The City will make necessary modifications by addendum.
- D. Supplier is responsible for identifying ambiguities, conflicts, discrepancies, omissions or other errors in the Solicitation prior to providing its Submittal or the ambiguity, conflict, discrepancy, omission, or other error is waived. Any Submittal that includes assumed clarifications and/or corrections without the required authentication of the same is subject to rejection.

#### **1.10 WARRANTIES/GUARANTEE**

- A. Suppliers warrant that all items, including services, as applicable:
  - 1. Are merchantable.
  - 2. Comply with the City's latest drawings and specifications.
  - 3. Are fit for the City's intended use.
  - 4. Will be performed according to the skill and care required by customarily accepted good practices and procedures followed by service providers rendering the same or similar type of service.
  - 5. Are new and unused unless otherwise stated.
  - 6. Comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products Safety Act (CPSA), and all other applicable state and federal laws or agency regulations.
  - 7. Are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

#### **1.11 PATENTS, TRADEMARKS AND COPYRIGHTS**

Suppliers warrant that equipment and/or materials furnished, including software, do not infringe on any patent, trademark or copyright, and agree to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

#### **1.12 DELIVERY OF SUBMITTALS TO THE CITY'S PROCUREMENT AND PAYABLES DIVISION**

- A. Submittal 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.

### **1.13 SUBMITTAL IS NON-COLLUSIVE**

Supplier acknowledges that by its delivery of a Submittal to the City in response to a Solicitation, it represents that the prices in such Submittal are neither directly nor indirectly the result of any formal or informal agreement with another Supplier.

### **1.14 PARTNERSHIPS**

The City will allow firms to partner in order to respond to a Solicitation. Multiple suppliers may team under a Prime Supplier's Submittal in order to provide responses to all sections in a single submission; however, each Supplier's participation must be clearly delineated by section. The Prime Supplier will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted only with the Prime Supplier. All contract payments will be made only to the Prime Supplier. Any agreements between the Prime Supplier and other companies will not be a part of the Contract between the City and the Prime Supplier. The City reserves the right to select more than one Prime Supplier.

### **1.15 WITHDRAWAL OF SUBMITTALS**

- A. Prior to Submittal Deadline. Submittals may be withdrawn (including in SAP Ariba) prior to the scheduled submittal deadline.
- B. After Submittal Deadline. No Submittal can be withdrawn after having been opened before the actual award of the contract, unless the award is delayed more than 90 calendar days beyond the date of opening. If a delay of more than 90 calendar days does occur, Supplier must submit written notice to the City purchasing manager that Supplier is withdrawing its submittal.

### **1.16 ACCEPTANCE OF SUBMITTALS**

- A. If the solicitation announcement so states, submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.
- B. All submittals must remain open for acceptance by the City for a period of at least 90 calendar days from the submittal deadline.

### **1.17 RIGHT TO REJECT**

The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, supplement, amend, reduce or otherwise modify the scope of work or cancel the solicitation, and if necessary, call for new submittals.

### **1.18 RESERVED RIGHTS**

- A. By providing a submittal in response to a City solicitation, Supplier acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions:
  - 1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Suppliers for any reason whatsoever with or without substitution of another solicitation.
  - 2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Suppliers.
  - 3. To issue addenda for any purpose including:
    - a. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with a procurement.
    - b. To supplement, amend, reduce, cancel, or otherwise modify a Solicitation, including but not limited to modifications to the description of services and/or products contained in the solicitation, by omitting services/products and/or including services/products.
  - 4. To request clarifications, additional information, and/or revised Submittals from one or more Suppliers.
  - 5. To conduct investigations with respect to the qualifications and experience of Supplier(s), including inspection of facilities and to request additional evidence to support any such information.

6. To eliminate any Supplier that submits an incomplete or inadequate response, or is non-responsive to the requirements of a Solicitation, or is otherwise deemed to be unqualified during any stage of the procurement process.
7. To select and interview a single finalist or multiple finalists to further the City's evaluation of Submittals provided in response to a Solicitation. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all Suppliers in connection with a solicitation process.
8. Except in the case of Requests for Bids, to negotiate any rate/fee offered by a Supplier. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Supplier does not accept the City's final offer, the City may, in its sole discretion discontinue contract negotiations and commence negotiations with another Supplier, except as otherwise provided in Chapter 39.80, RCW.
9. To select and enter into a Contract with one or more Suppliers whose Submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of a Solicitation.
10. To award by line item or group of line items.
11. To not award one or more items.
12. To issue additional or subsequent solicitations.
13. To seek partnerships between one or more Suppliers.
14. Request additional related products and services from the selected Supplier(s) as necessary throughout the term of the Contract.
15. Negotiate costs or fees in the event of new legislation or regulatory changes, or issuance of related compliance guidance, technology enhancements, and innovative solutions.
16. In the event the City receives questions concerning a Solicitation from one or more Suppliers prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Suppliers.
17. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to Supplier and either award to another Supplier or reject all submittals or cancel this solicitation.
18. To cancel award of a contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In providing a submittal, Suppliers agree that the City is not liable for any costs or damages for the cancellation of an award. Supplier assumes the sole risk and responsibility for all expenses connected with the preparation of its submittal.
19. To add additional City departments or divisions to the Contract or develop a separate Contract with the Supplier subject to all terms, conditions and pricing of the original Contract
20. To take any other action affecting a Solicitation or a procurement process that is determined to be in the City's best interests.

#### **1.19 SUBMITTAL CLARIFICATION**

Suppliers may be asked to clarify their Submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, Supplier must respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. Supplier's failure to respond to such a request may result in rejection of its Submittal.

## **1.20 EVALUATION OF SUBMITTALS**

- A. The City of Tacoma reserves the right to award to the lowest and best responsible Supplier(s) delivering a Submittal in compliance with the Solicitation, provided such Submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Suppliers who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.
1. Evaluation Factors. In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible Submittal:
    - a. Compliance with a Solicitation and with applicable City requirements, including by not limited to, the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs.
    - b. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
    - c. The total cost to the City, including all applicable taxes, may be the basis for contract award.
    - d. Time of delivery and/or completion of performance (delivery date(s) offered).
    - e. Warranty terms.
    - f. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
    - g. Previous and existing compliance with laws and ordinances relating to contracts or services.
    - h. Sufficiency of financial resources.
    - i. Quality, availability, and adaptability of the supplies or services to the particular use required.
    - j. Ability to provide future maintenance and service on a timely basis.
    - k. Location of nearest factory authorized warranty repair facility or parts dealership.
    - l. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications, and skill to perform the contract or provide the services required.
  2. Prompt Payment Discount. Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.
    - a. 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.
  3. All other elements or factors, whether or not specifically provided for in a Solicitation, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of a Contract. The final award decision will be based on the best interests of the City.

## **1.21 CONTRACT OBLIGATION**

- A. The Submittal contents of the successful Supplier will become contractual obligations if a Contract ensues.
- B. In the event the City of Tacoma determines to award a Contract, the selected Supplier(s) may be requested to execute Additional Contract Documents.
- C. Supplier shall register with the City of Tacoma on the SAP Ariba Network and be enabled for transactions upon request by the City.
- D. Suppliers may propose amendments to City's Contract documents or to these Terms and Conditions, but the City retains the right to accept or reject proposed amendments.
- E. No costs chargeable for work under the proposed Contract may be incurred before mutual acceptance and execution as directed.

## **1.22 AWARD**

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

### 1.23 SUPPLIER'S REFUSAL TO ENTER INTO CONTRACT

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

### 1.24 LEGAL HOLIDAYS

A. The City of Tacoma observes the following holidays, which shall apply to performance of all contracts:

|                               |                          |
|-------------------------------|--------------------------|
| 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              |

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

### 1.25 CONTRACT TERM

All services shall be satisfactorily completed and all deliverables provided by the termination date stated, and the Contract shall expire on said date unless mutually extended in writing by the parties.

### 1.26 EXTENSION OF CONTRACT

Contracts shall be subject to extension at City's sole discretion.

### 1.27 TERMINATION AND SUSPENSION

A. Termination for Convenience

1. Supplies. The City may terminate a Contract for supplies at any time upon prior written notice to Supplier. 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 days 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. 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 Supplier's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

C. Suspension. For either services or supplies, the City may suspend a Contract, at its sole discretion, upon three business days' written notice to Supplier. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Supplier's actual expenses and shall be subject to verification. Supplier shall resume performance of services under the Contract without delay when the suspension period ends.

D. Termination or suspension of a Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Supplier relative to performance under a Contract.

### **1.28 DEFAULT/BREACH**

In the event of material default or breach by Supplier on any of the conditions of a Contract, Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due Supplier, or collect against the bond or security (if any), or may invoice and recover from Supplier all costs paid in excess of the price(s) set forth in the Contract.

### **1.29 SCOPE OF SERVICES/CONTRACT MODIFICATION**

Supplier agrees to diligently and completely perform the services and provide the deliverables required by a Contract.

- A. Supplies. The City at any time by written change order or other form of written contract amendment may make reasonable changes in the place of delivery, installation, or inspection, the method of shipment or packing, identification and ancillary matters that Supplier may accommodate without substantial additional expense.
- B. Services. The City shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or other written form of contract amendment. If the changes will result in additional work effort by Supplier the City agrees to reasonably compensate Supplier for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Any new services accepted by the City may be added to the Contract and/or substituted for discontinued services. New services shall meet or exceed all requirements of original award.
- C. Expansion Clause. A Contract may be further expanded in writing to include other related services or products normally offered by Supplier, as long as the price of such additional services or products have a profit margin equal to or less than that in place at the time of original submittal. Such additions and prices will be established in writing. New items not meeting these criteria will not be added to the Contract. Supplier profit margins are not to increase as a result any such expansion.

### **1.30 FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS**

Supplier shall comply with all federal, state, municipal, and/or local laws and regulations in the performance of all terms and conditions of the Contract. Supplier shall be solely responsible for all violations of the law from any cause in connection with its performance of work under the Contract.

### **1.31 PREVAILING WAGES**

- A. 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.
- B. 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.



### **1.32 COPELAND ANTI-KICKBACK ACT**

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

1. 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.
2. 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.
3. 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.

### **1.33 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.

### **1.34 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 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.

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.

### 1.35 CONTRACT PRICING

- A. Submitted prices shall include costs of submittal preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, insurance costs, bonds, labor, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material, and workmanship.
- B. Surcharges of any type will not be paid.
- C. If applicable, related additional products and corresponding services of benefit to the City not specifically required in a solicitation, but which Supplier offers to provide, may be included with the submittal. Supplier may request to add new products if the City approves them and Supplier can demonstrate the pricing is from the same pricing structure/profit margin.
- D. Unless specifically stated otherwise, only firm prices will be accepted and all prices shall remain firm during the term of a Contract.
- E. Price increases may at City's discretion be passed along during a contract period if the increase is mandated by statute, or the result of a tariff.
- F. By submitting prices, Supplier warrants prices equal to or better than the equivalent prices, terms, and benefits offered by Supplier to any other government unit or commercial customer.
- G. Should Supplier, during the term of a Contract, enter into any other contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other government unit or commercial customer, the Contract with the City shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the City. This provision applies to comparable products and purchase volumes by the City that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits, or more favorable terms.
- H. If at any time during the term of the Contract, Supplier reduces prices to other buyers purchasing approximately the same quantities stated on the Contract, Supplier will immediately notify the City purchasing manager of such fact, and the price(s) for future orders under the Contract shall be reduced accordingly.
- I. The City is entitled to any promotional pricing during the Contract period.
- J. Price decreases shall be immediately passed on to the City.
- K. The City reserves the right to increase or decrease the quantities of any item awarded pursuant to the Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

### **1.36 APPROVED EQUALS WHEN ALTERNATES ARE ALLOWED**

- 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 Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.
- 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 Supplier 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 Supplier's expense.
- C. When a brand name or level of quality is not stated in Supplier's submittal, it is understood Supplier's submittal shall exactly confirm with those required in the Contract. If more than one brand name is stated in a Solicitation, Supplier(s) must indicate the brand and model/part number to be supplied.

### **1.37 RISK OF LOSS, SHIPPING AND DELIVERY**

- A. Shipping. Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.
- B. Delivery. Delivery will be to the designated addresses set forth in a Solicitation or as otherwise stated in the Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except Legal Holidays. Failure to make timely delivery shall be cause for termination of the contract or order and return of all or part of the items at Supplier's expense except in the case of force majeure.

### **1.38 DELIVERY OF PRODUCTS AND PROVISION OF SERVICES – IDLING PROHIBITED**

- A. The City of Tacoma has a commitment to reduction of unnecessary fuel emissions and improving air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.
- B. Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City of Tacoma for more than three minutes. The City requires contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when associated power is necessary to make a delivery or provide the service, when the engine is used to provide power to another device, and when a running engine is required for proper warm-up and cool-down of the engine.

### **1.39 PACKING SLIPS AND INVOICES**

- A. Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.
  - 1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
  - 2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to [accountspayable@cityoftacoma.org](mailto:accountspayable@cityoftacoma.org).
  - 3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to [pcardadmin@cityoftacoma.org](mailto:pcardadmin@cityoftacoma.org).

- B. Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of the Contract are superseded and shall not apply to the Contract unless expressly accepted in writing by the City.
- C. 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.
- D. Supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

#### **1.40 COOPERATIVE PURCHASING**

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on the Contract with the City in accordance with the terms and prices of the Contract if all parties are agreeable. Each public agency shall formulate a separate contract with Supplier, incorporating the terms and conditions of the Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be Supplier's responsibility to inform such public agencies of the Contract with the City. Supplier shall invoice such public agencies as separate entities.

#### **1.41 TAXES**

- A. Unless otherwise stated, applicable federal, state, City, and local taxes shall be included in the submittal and in contract as indicated below. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.
  - 1. Federal Excise Tax. The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If Supplier fails to include any applicable tax in its submittal, then Supplier shall be solely responsible for the payment of said tax.
  - 2. State and Local Sales Tax. The City of Tacoma is subject to Washington state sales tax. It is Supplier's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.
  - 3. City of Tacoma Business and Occupation Tax. It is Supplier's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal. Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.
- B. Any or All Other Taxes. Any or all other taxes are the responsibility of Supplier unless otherwise required by law. Except for state sales tax, Supplier acknowledges that it is responsible for the payment of all taxes applicable to the Contract and Supplier agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law.
- C. If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of the Contract, Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Supplier's total compensation.

#### **1.42 COMPENSATION**

- A. The City shall compensate Supplier in accordance with the Contract. Said compensation shall be the total compensation for Supplier's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Supplier. Unless stated otherwise the total stated compensation may not be changed without a written change order or other form of contract amendment.
- B. Payment(s) made in accordance with the Contract shall fully compensate Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier.

#### 1.43 PAYMENT TERMS

- A. Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The City may withhold payment to Supplier for any services or deliverables not performed as required hereunder until such time as Supplier modifies such services or deliverables to the satisfaction of the City.
- B. Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained. Upon CITY'S request, Supplier shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. 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.

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

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

#### 1.45 NOTICES

Unless otherwise specified, except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required by the Contract shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to Supplier's registered agent and to the applicable City department representative.



#### **1.46 INDEPENDENT CONTRACTOR STATUS**

- A. Supplier is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall Supplier be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Supplier. Supplier shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, Supplier agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.
- B. Unless otherwise specified in writing, Supplier shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under the Contract. Supplier, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform the Contract.

#### **1.47 NONDISCRIMINATION**

Supplier agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. Supplier shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental, or physical handicap. In the event of non-compliance by Supplier with any of the non-discrimination provisions of the Contract, the City shall be deemed to have cause to terminate the Contract, in whole or in part.

#### **1.48 REPORTS, RIGHT TO AUDIT, PERSONNEL**

- A. Reports. Supplier shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken or goods provided pursuant to the Contract.
- B. Right to Audit. Upon City's request, Supplier shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under the Contract or in satisfaction of City's public disclosure obligations as applicable.
- C. Personnel. If before, during, or after the execution of a Contract, Supplier has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to the Contract, then Supplier is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. Substantial organizational or personnel changes within Supplier's firm are expected to be communicated to City immediately. Failure to do so could result in termination of the Contract. This provision shall only be waived by written authorization by the City, and on a case-by-case basis.

#### **1.49 INSURANCE**

- A. During the course and performance of a Contract, Supplier 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.

#### **1.50 INDEMNIFICATION – HOLD HARMLESS**

- A. Supplier agrees to indemnify, defend, and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including Supplier's or subcontractor's employees), or damage to property involving Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of the Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.
- B. These indemnifications shall survive the termination of a Contract.

#### **1.51 CONFLICT OF INTEREST**

No officer, employee, or agent of the City, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in a Contract, either in fact or in appearance. Supplier shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. Supplier represents that Supplier presently has no interest and shall not acquire any interest, direct or indirect, in the program to which the Contract pertains that would conflict in any manner or degree with the performance of Supplier's services and obligations hereunder. Supplier further covenants that, in performance of a Contract, no person having any such interest shall be employed. Supplier also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of Contract subjecting the Contract to termination.

#### **1.52 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS**

- A. To the extent that Supplier creates any work subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of a Contract, Supplier agrees to the following: The work has been specially ordered and commissioned by the City. Supplier agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Supplier hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Supplier's creation of the work.
- B. Supplier shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should Supplier fail to obtain said releases and/or licenses, Supplier shall indemnify, defend, and hold harmless the City for any claim resulting there from.

#### **1.53 DUTY OF CONFIDENTIALITY**

Supplier acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the City except for disclosure of information and documents to Supplier's employees, agents, or subcontractors who have a substantial need to know such information in connection with Supplier's performance of obligations under the Contract. Supplier shall not, without prior written authorization by the City allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to a Contract.

#### **1.54 DISPUTE RESOLUTION**

In the event of a dispute pertaining to a Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the City's right to terminate.

#### **1.55 GOVERNING LAW AND VENUE**

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

#### **1.56 ASSIGNMENT**

Supplier shall not assign, subcontract, delegate or transfer any obligation, interest or claim to or under the Contract without the prior written consent of the City.

#### **1.57 WAIVER**

A waiver or failure by either party to enforce any provision of the contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of the Contract.

#### **1.58 SEVERABILITY AND SURVIVAL**

If any term, condition or provision herein or incorporated by reference is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of the Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of the Contract, shall survive termination of the Contract.

#### **1.59 NO CITY LIABILITY**

Neither the City, its officials, staff, agents, employees, representatives, or consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

#### **1.60 SIGNATURES**

A signed copy of Submittals, Contract documents, including but not limited to contract amendments, contract exhibits, task orders, statements of work and other such Contract related documents, delivered by email or other means of electronic transmission including by using a third party service, which service is provided primarily for the electronic execution of electronic records, shall be deemed to have the same legal effect as delivery of an original signed copy.

# Watershed Access Requirements

Access for all potential bidders, deliveries, or repairs require an access permit or day pass. After receipt of access credentials and explanation of special watershed requirements, the driver and passengers will be allowed entry into the watershed. Drivers are required to inform any passengers that they are entering a domestic water supply area and inform them of all special requirements.

The items listed below are required to obtain access credentials:

1. Valid driver's license
2. Proof of vehicle registration, must be current
3. Proof of vehicle insurance, must be current

## ADDITIONAL REQUIREMENTS

1. Contractor(s) acknowledge that the Watershed roads are rough and appropriate driving precautions must be taken. Contractor(s) agree to hold harmless and indemnify the City of Tacoma, its officers, employees and other road owners and easement holders from all claims for monetary damages, litigation and judgements arising from or related to the use of the Watershed roads and other access privileges.
2. The City does not warrant the condition of the road, and contractor(s) use the roadway at their own risk.
3. Contractor(s) are required to follow all safety guidelines on City of Tacoma roads including: following posted maximum speeds and other road-use instructions and following the escort vehicle. Headlights must remain on while driving.
4. All contractor(s) granted access to the Green River Watershed over City-owned or controlled roadways are required to comply with the City of Tacoma regulations as stated in the "Requirements for the Protection of Water Supply in the Green River Watershed." Copies are available upon request at the Headworks Operations Building.
5. Contractor(s) shall not stop on City of Tacoma roadways, except in case of vehicle mechanical failure or unsafe road conditions.
6. The permit holder must notify City of Tacoma staff immediately if a hazardous material spill occurs. Hazardous materials include but are not limited to: fuels, oils, coolants, pesticides, or any other substance that could pose a hazard to, or is known to have adverse effects on drinking water.
7. No unauthorized riders are allowed and no persons under the age of 18 are allowed.
8. The contractor(s) shall not trespass on the property right of the City of Tacoma or other landowners in the Watershed and shall not commit any act that may affect the quality of water. Contractor(s) found in any location other than those agreed on will have their access privileges revoked.

**This permit provides access to and from the job location only.**

## **APPENDIX D**

### Special and Technical Provisions

#### Drawing

Special Provisions and Technical Specifications  
Specification No. TW21-0459N

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

**Contents**

1.1 Special Provisions

- 1.1.1 Project Description
- 1.1.2 Material Shipping Quantities
- 1.1.3 Contract Period
- 1.1.4 Project Coordination
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11/12/2021

Special Provisions and Technical Specifications  
Specification No. TW21-0459N

**1.1 Special Provisions**

**1.1.1 Project Description**

This contract includes the fabrication and supply of Fish Transfer Hoppers and their accessory equipment in accordance with this specification.

**1.1.2 Material Shipping Quantities**

1. Two (2) complete fish transfer hopper assemblies are required. See Drawing No. 15-99-109.
2. Two (2) complete hopper stand assemblies are required. See Drawing No. 15-99-105.
3. Four (4) hopper support assemblies are required. See Drawing No. 15-99-101.
4. Two (2) fish transport tank lid adaptors and tank lid modifications are required. See Drawing No. 15-99-102. These lid adaptors will be installed on City owned fish transport tanks, which will be provided by the City.

**1.1.3 Contract Period**

The City intends this supply contract to be a one (1) time purchase contract based on the contract documents.

**1.1.4 Project Coordination**

- A. Vendor technical inquiries pertaining to this specification may be directed to Steve Belvin (here after "project engineer", "City engineer", or "engineer"), at [SBelvin@cityoftacoma.org](mailto:SBelvin@cityoftacoma.org).
- B. Management for this project, with whom the vendor shall coordinate all their activities with, will be Nikolas Novotny (here after "project manager" or "manager"), at [NNovotny@cityoftacoma.org](mailto:NNovotny@cityoftacoma.org).

**1.1.5 Proposal Items**

- A. Refer to Price Proposal Form in, for a listing of the required bid items.
- B. Bid items shall be measured by unit price per each (EA) unless otherwise noted, and shall be full and complete compensation including delivery. See Section 7 – Delivery.

**1.1.6 Qualification of Vendors**

- A. Only vendors experienced in this type of work, and with a record of successful completion of jobs of similar scope, will be considered for this contract. The City will be the sole judge of the vendor's ability to meet the requirements of this paragraph.
- B. Bidders are required to demonstrate, on the attached Statement of Qualifications form, that their company has an Accident Prevention Program in place upon submittal that complies with L&I requirements per WAC 296-155-110.
- C. Bidders are required to demonstrate, on the attached Statement of Qualifications form, that their company employs a minimum of two (2) welders qualified in accordance with AWS D1.2.
- D. Bidders are required to demonstrate, on the attached Statement of Qualifications form that within the last ten (10) years their company has satisfactorily completed a minimum of five (5) separate projects involving the fabrication of structures designed and approved by a licensed Professional Engineer, registered in the State of Washington of similar, or greater, total cost and scope.

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Specification No. TW21-0459N

- E. Bidders are required to demonstrate, on the attached Statement of Qualifications form, that their manufacture facility can facilitate weekly inspections, a final inspection, and be within a reasonable driving distance.

1.1.7 Meetings/Inspections

- A. As required by the engineer and project manager weekly inspections shall be included in the vendor pricing. The first meeting start date shall be scheduled within five (5) days after award of contract. Allow for a minimum of eight (8) meetings. The manufacturer shall include adequate pricing to include a representative who oversees the manufacture.
- B. Meeting location: at the manufacturer's facility or by teleconference, as decided by the engineer and project manager.

1.1.8 Evaluation of Bids

The award of this contract will not be based on cost alone as other factors and features are equally important. The contract will be awarded to the lowest responsible bidder complying with the specifications and qualifications; provided such bid is reasonable and it is in the best interests of the City to accept. The City, however, reserves the right to reject any and all bids and to waive any informalities in bids received. The City reserves the right to let the contract to the lowest responsive and responsible bidder whose bid will be most advantageous to the City, price and any other factors considered.

All other elements or factors, whether or not specifically provided for in this contract, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of the contract. The conclusive award decision will be based on the best interests of the City. The project manager's decision as to which vendor best meets the City's need will be final.

1.1.9 Contract Usage

During the term of this contract, other City of Tacoma Departments/Divisions shall have the right to enter into additional service contracts or issue purchase orders based on the unit prices and/or service rates stated in this contract. An exception taken specifically to this provision at time of submittal shall not constitute a material deviation in the bidding process.

The City retains the right to award to one (1) or more bidders or as best advantageous to the City.

1.1.10 Quantities

The City reserves the right to increase or decrease quantities under this contract and pay according to the unit prices in accordance with the attached specifications and as listed in the proposal.

1.1.11 Delivery Schedule/Exceptions

The contract must be completed and delivered by Friday, August 5<sup>th</sup>, 2022 at 3:30 p.m. and adhere to the delivery schedule for individual bid items. The City reserves the right to cancel



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the contract for any reason, by written notice, as stipulated in the contract. The requirements of Standard Terms and Conditions, Section 7 - Delivery also apply. Individual bid items must be completed and delivered by or before the date and time listed in the following delivery schedule:

1. Four (4) hopper support assemblies completed and delivered by Friday, July 8<sup>th</sup>, 2022 at 3:30 p.m.
2. Two (2) fish transport tank lid adaptors and tank lid modifications completed and delivered by Friday, July 8<sup>th</sup>, 2022 at 3:30 p.m.
3. Two (2) complete hopper stand assemblies completed and delivered by Friday, August 5<sup>th</sup>, 2022 at 3:30 p.m.
4. Two (2) complete fish transfer hopper assemblies completed and delivered by Friday, August 5<sup>th</sup>, 2022 at 3:30 p.m.

1.1.12 Administration – Measurement and Payment

1.1.12.1 *Unit Quantities Specified*

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

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

Unless otherwise specified, the project manager and/or City's representative shall provide, in writing, to the vendor the quantities of purchase prior to acceptance of order.

The City reserves the right to delete any bid item from the contract by notifying the vendor in writing of its intent. In the event of deleted work, the vendor's sole compensation shall be the money due the vendor for materials that had been purchased and obtained by the manufacturer and labor spent to date on the fabrication thereof.

1.1.12.2 *Contract Price*

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

All work not specifically called out in these specifications, but required to construct complete and operable systems, structures or amenities shall be considered incidental to the contract.

#### 1.1.12.3 *Proposal Items*

##### **1. *Fish Transfer Hopper***

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###### Measurement

Fish Transfer Hopper shall be measured per each (EA) for each hopper provided. Reference Drawing 15-99-109.

###### Payment

The contract unit price per each (EA) shall be full compensation for all costs associated with supply and delivery of each Fish Transfer Hopper and in accordance with the attached specifications.

###### Schedule

See Section 1.1.11 – Delivery Schedule/Exceptions.

##### **2. *Hopper Stand***

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###### Measurement

Hopper Stand shall be measured per each (EA) for each stand provided. Reference Drawing 15-99-105.

###### Payment

The contract unit price per each (EA) shall be full compensation for all costs associated with supply and delivery of each Hopper Stand and in accordance with the attached specifications.

###### Schedule

See Section 1.1.11 – Delivery Schedule/Exceptions.

##### **3. *Hopper Support***

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###### Measurement

Hopper Support shall be measured per each (EA) for each hopper support assembly provided. Reference Drawing 15-99-101.

###### Payment

The contract unit price per each (EA) shall be full compensation for all costs associated with supply and delivery of each Hopper Support and in accordance with the attached specifications.

###### Schedule

See Section 1.1.11 – Delivery Schedule/Exceptions.

##### **4. *Fish Transport Tank Lid Adaptor and Modification***

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###### Measurement

Fish Transport Tank Lid Adaptor and Modification shall be measured for each (EA) lid adaptor and modification provided. Reference Drawing 15-99-102.

Special Provisions and Technical Specifications  
Specification No. TW21-0459N

Payment

The contract unit price per each (EA) shall be full compensation for all costs associated with supply and delivery of each Fish Transport Tank Lid Adaptor and Modification and in accordance with the attached specifications.

Schedule

See Section 1.1.11 – Delivery Schedule/Exceptions.

1.1.13 Approved Item Equivalent

1.1.13.1 *General*

Specific equipment, materials, or processes for almost all line items has been listed in the drawings because these are the accepted industry standard. Unless an item is indicated “No Substitute”, substitution requests shall be submitted by the date and time specified in the calendar of events using the Substitution Request Form.

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

The decision of the engineer on approved equivalents shall be final.

The requirements of Standard Terms and Conditions regarding approved item equivalents also applies.

1.1.13.2 *After Bid Opening*

Proposed substitution requests shall be reviewed prior the submittal due date. The engineer's decision on all substitution or deviation requests shall be final.

1.1.14 Contract Changes

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

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

Special Provisions and Technical Specifications  
Specification No. TW21-0459N

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

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

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

#### 1.1.15 Quality of Material Workmanship

Unless otherwise noted in this specification, all materials and equipment incorporated into any item covered by the specification shall be new and of the most suited of their respective kinds for their intended use. All workmanship shall be in accordance with accepted industry construction practices.

For ease of reference in this specification, certain equipment and materials or processes may be designated using a trade name, manufacturer's name, manufacturer's catalog number, or other similar designation. Wherever such designation appears in this specification, it shall be deemed to be followed by the words "or approved equal." The exception to this is when the reference is followed by the word **"REQUIRED"**. These particular items have been identified in an effort to standardize the Utilities inventory of replacement parts and **NO EXCEPTIONS/ALTERNATES** will be permitted in these cases.

If the vendor elects to bid alternative equipment, materials, or processes where allowed, then complete data and Substitution Request Form must be submitted with the bid showing that the alternative item or process is of a quality equal to or better than that specified and has the required characteristics for the intended use. Failure to submit such data will render the bid non-responsive.

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Upon request, the vendor shall furnish to the City within five (5) working days such additional information relating to such alternative items as the City may require. In the event that the equivalency is not readily ascertained from the information supplied by the successful vendor, the City may test the material or equipment, or have it tested. The successful vendor shall bear all expense of the City's determination of whether or not alternative equipment, materials or processes are equal to those designated. The City shall keep expense records of all costs and charges associated with such determination of equivalency.

1.1.16 Maintenance, Operation Manuals, and Drawings

Provide any literature, including Material Safety Data Sheets that may come with vendor supplied parts.

1.1.17 Packing and Shipping

1.1.17.1 *Vendor Responsibilities*

The vendor shall be responsible for industry standard packing that conforms to requirements of carrier's tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination, address, engineer, and purchase order number and release number. This section is in addition to Section 7 – Delivery and Section 16 – Damaged Goods.

1.1.17.2 *Preparation for Shipment*

All items shall be properly prepared for shipment.

All heavy parts shall be provided with skids to facilitate handling.

All heavy parts shall be securely boxed and identified as to content.

The vendor will be responsible for all damage to the shipment incurred in transit.

1.1.17.3 *Shipping*

All items shall be shipped F.O.B. to the destinations stated herein, freight pre-paid and allowed. A complete packing list must be included. Quotes with freight allowances to Tacoma will be declared non-responsive. Notification must be received at least 48 hours prior to delivery.

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Specification No. TW21-0459N

The ordered materials shall be delivered to:

Tacoma Water  
36932 SE Green River Headworks Road  
Ravensdale, Washington 98051

Attention: Nikolas Novotny

Shipping notices shall be emailed to:

Nikolas Novotny at [NNovonty@cityoftacoma.org](mailto:NNovonty@cityoftacoma.org)

Invoices shall be emailed to:

Kate Colgan at [KColgan@cityoftacoma.org](mailto:KColgan@cityoftacoma.org)

1.1.18 Inspection

1.1.18.1 *Inspection and Acceptance*

All goods are subject to final inspection and acceptance by the engineer. Material failing to meet the requirements of this contract will be held at vendor's risk and may be returned to vendor. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the vendor.

The engineer and project manager shall be invited to the manufacture facility to witness a water-to-water transfer from each fish transfer hopper to each modified fish transport tank.

1.1.18.2 *Factory Inspection*

Prior to the award of this contract, the City engineer shall be permitted to perform a quality audit of the facility. After the award of this contract, the City engineer shall be permitted to witness the manufacture of bid items.

Special Provisions and Technical Specifications  
Specification No. TW21-0459N

**1.2 Technical Specifications**

**1.2.1 Part 1 – General**

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1.2.1.1 *Summary*

A. Related Documents

1. Drawings and the General Requirements of the Subcontract apply to this Section.
2. Review these documents for coordination with additional requirements and information that apply to work under this Section.

B. Section Includes

1. Aluminum framing members, support members, bracing members, and connections.

1.2.1.2 *References*

A. General

1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.

B. Federal Specifications

1. TT-P-645 – Paint, Aluminum, Heat Resisting

C. Aluminum Association

1. Aluminum Design Manual

D. ASTM International

1. ASTM B308 / B308M: Standard Specifications for Aluminum-Alloy 6061-T6 Standard Structural Profiles
2. ASTM B221: Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
3. ASTM B429: Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube

E. American Welding Society

1. AWS D1.2 – Structural Welding Code, Aluminum

1.2.1.3 *Submittals*

A. Shop Drawings

For aluminum fabrications, a resubmittal of the original engineer stamped drawings will be accepted with vendor's signed guarantee to follow the specification detailed therein. An electronic, SOLIDWORKS rendering of the drawings are available upon request.

Special Provisions and Technical Specifications  
Specification No. TW21-0459N

B. Manufacturer's Certificate

Submit certification that manufactured products (including bolts, nuts and washers) meet or exceed specified requirements.

1. Deliver manufactured products to the site in unopened containers. Certification numbers must appear on product containers for bolts, nuts and washers and the numbers shall correspond to the identification numbers on the Manufacturer's Certificate. The Manufacturer's symbol and grade markings must appear on bolts, nuts and washers.

C. Mill Test Reports

Submit mill test reports indicating structural strength, destructive and nondestructive test analysis and chemical analyses from the aluminum used in the Work.

1.2.1.4 *Quality Assurance*

A. Welders shall be qualified in accordance with AWS D1.2 for each process, position and joint configuration.

B. Maintain one copy of each referenced document on site.

1.2.1.5 *Project Conditions*

A. Verify dimensions on Shop Drawings in the field.

1.2.2 **Part 2 – Products**

---

1.2.2.1 *Materials*

A. Rolled and Extruded Members

Alloy and temper 6016-T6

B. Aluminum Tubing

Alloy and temper 6016-T6

C. Bolts, Nuts, and Washers

1. Bolts and Nuts in Structural Connections: AISI 316 stainless steel.
2. Flat Washers: Alclad 2024-T4.
3. Spring Washers: AISI 316 stainless steel.

D. Rivets in Structural Connections

Alloy and temper 6016-T6

E. Welding Materials

1. Filler Metals: AWS D1.2.
2. Electrodes and Equipment Settings: As recommended by the filler metal manufacturer for the position, thickness and conditions of use.



Special Provisions and Technical Specifications  
Specification No. TW21-0459N

3. Furnish written verification to the City of Tacoma that filler metal is appropriate to the materials and welding process.

1.2.2.2 *Connections*

- A. Unless otherwise indicated on the Drawings, weld or rivet shop and field connections, except moment connections that shall be bolted. Weld in accordance with approved welding procedures.
- B. The Subcontractor is responsible for the design of the connections not detailed on the Drawings.
- C. Design connection components to resist the loads and moments indicated on the Drawings; if the reaction or load is not indicated on the Drawings, design connections as follows:
  1. The minimum connection angle length will be half the depth of the beam depth.
  2. Horizontal and vertical bracing connections shall have a minimum of two bolts.
- D. Connect gusset plates connecting horizontal and vertical bracing to beams and/or columns to both adjacent members; where this is not practical, make provisions for the moment induced by the eccentricity of the load to the work point of the connection.
  1. Locate gusset plates for horizontal bracing within the top two rows of bolts of beam connection angles, unless otherwise indicated on the Drawings.
  2. The minimum thickness of gusset plates in single shear shall be 5/16-inch for bolts in single shear and 3/8-inch for bolts in double shear.

1.2.2.3 *Fabrication*

- A. Fabricate aluminum members in accordance with the approved Shop Drawings. Where practical, fabricate and assemble in the shop.
- B. Dimensional Tolerances:
  1. Overall length of members with both ends milled shall vary by not more than 1/32-inch.
  2. Overall length of members without milled ends shall vary by not more than 1/16-inch for lengths less than 30 feet and not more than 1/8-inch for lengths 30 feet and over.
- C. Where structural joints are welded, the detail of the joints, welding technique, weld quality and appearance, and methods for correcting defective welds shall conform to the AWS D1.2.
  1. Welding Process: Inert shielded gas or resistance welding process.
  2. The minimum thickness of gusset plates in single shear shall be 5/16-inch for bolts in single shear and 3/8-inch for bolts in double shear.
- D. Where milling is indicated on the Drawings, machine the contact surfaces true to obtain full and complete contact.

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Specification No. TW21-0459N

- E. Structural members are selected from generally available rolled sections; however, if the specified sections are not available, provide sections with equivalent physical properties at no additional cost after approval by the City of Tacoma.

**1.2.3 Part 3 – Execution**

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**1.2.3.1 Preparation**

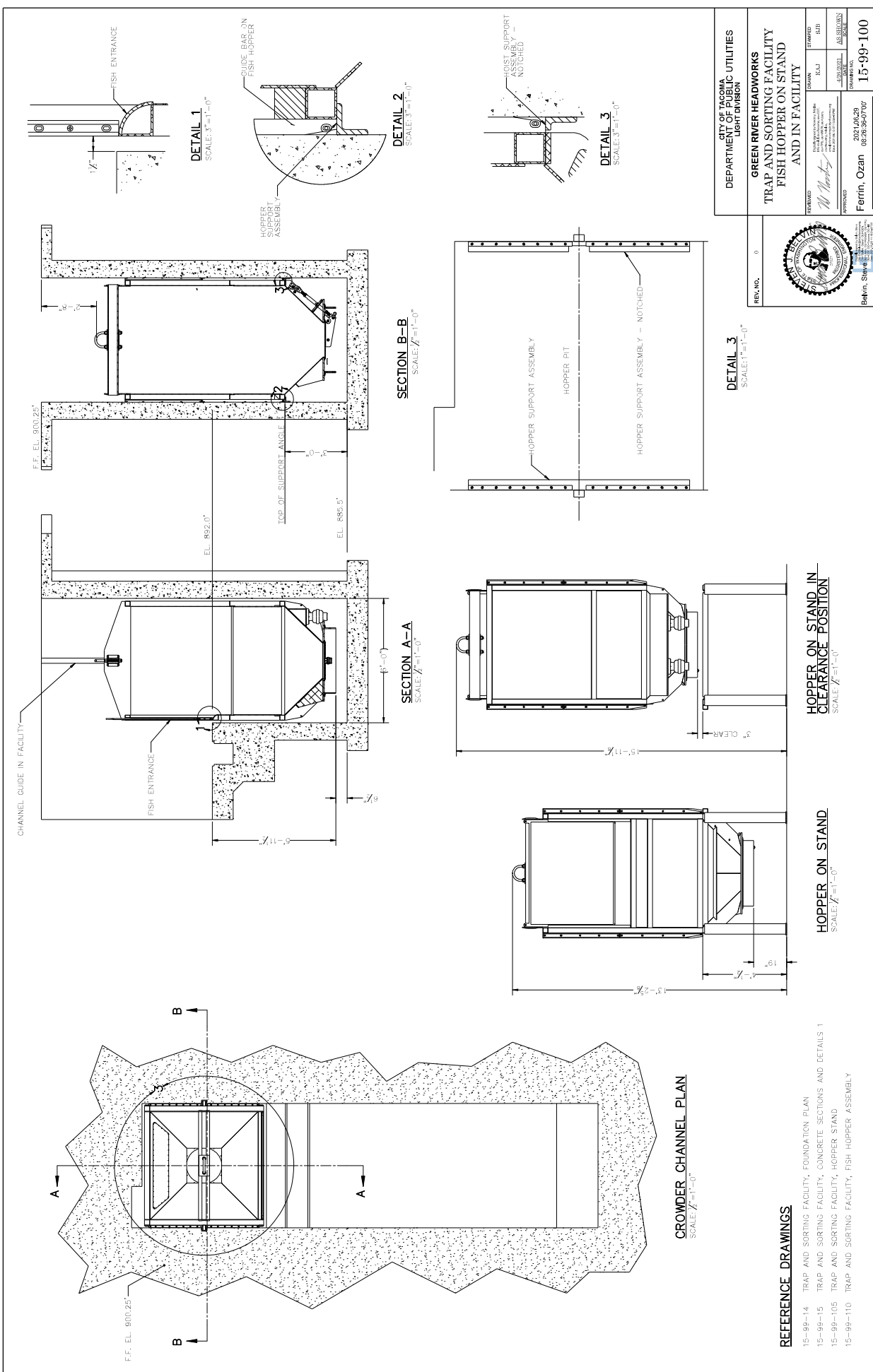
- A. Provide temporary supports and internal braces necessary to support structure during erection. Temporary supports and braces shall be adequate for anticipated erection loads. Remove temporary shoring after the erection is complete.

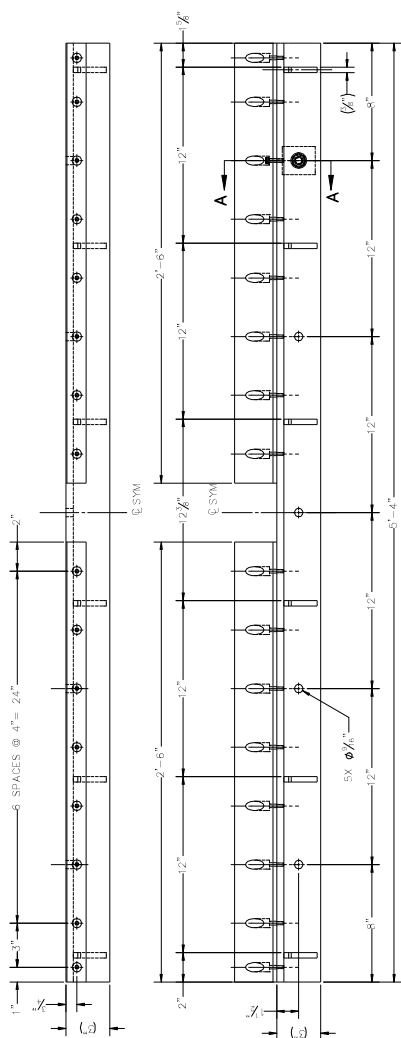
**1.2.3.2 Examination**

- A. Verify that field conditions are acceptable and are ready for erection.
- B. Beginning of installation means Subcontractor accepts that existing conditions meet the requirements for installation.

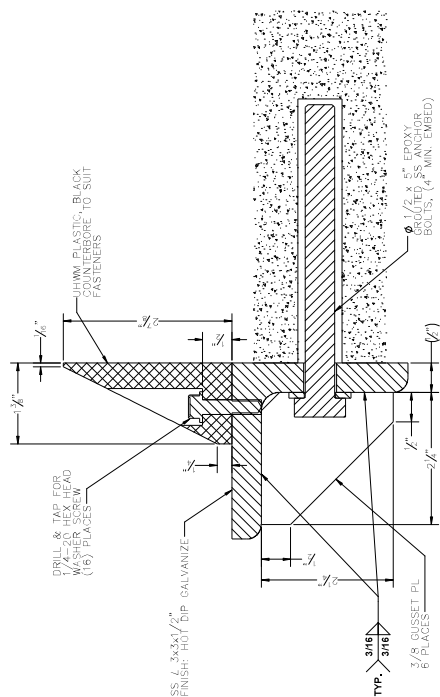
**1.2.3.3 Inspection and Testing**

- A. Inspection and testing will be performed under provisions of Section 25.1.19 – Inspection. The contractor shall be responsible for in-house visual inspection and implementing a quality control program.
- B. Notify the City of Tacoma of the fabrication and erection schedules and permit the engineer to observe shop assembly, make visual inspections, nondestructive tests of welds, observe erection and perform shop testing. Correct defective work, rejected by the City of Tacoma at no additional cost to the City of Tacoma.
- C. A certified welding inspector employed by the City of Tacoma's Independent Testing Laboratory will verify that welds are made in accordance with approved welding procedures and visually inspect shop and field welding operations as directed by the City of Tacoma.
- D. Nondestructive testing of welding to the criteria in AWS chapter 5 by the City of Tacoma's Independent Testing Agency.
  - 1. Perform testing of welds in the fabricator's shop.
  - 2. Column flanges in moment frames are to be inspected 6 inches above and below the point where girder flanges and continuity plates are attached. Any recordable discontinuity causing complete loss of back reflection and which cannot be encompassed within the larger of a 3 inch diameter circle or one half the plate thickness will be cause for rejection.



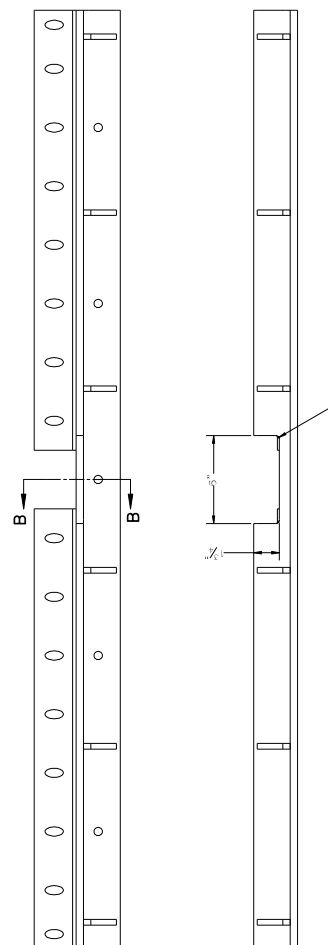


**HOPPER SUPPORT ASSEMBLY**  
SCALE: 3"=1'-0"  
4 REQUIRED



**SECTION A-A**  
SCALE: FULL

SECTION B-B

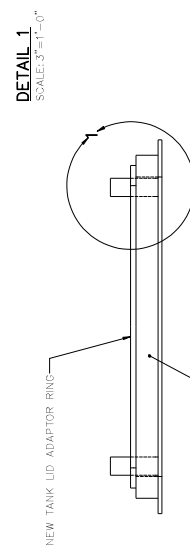
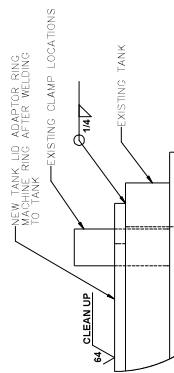
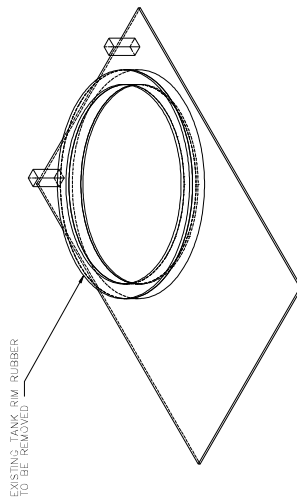
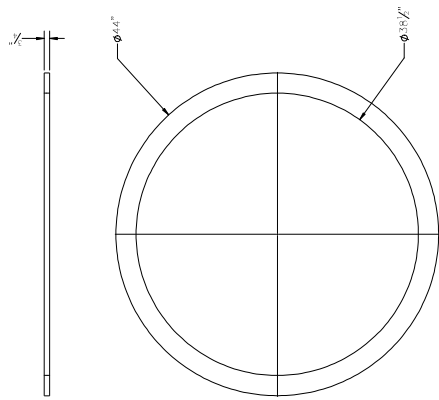


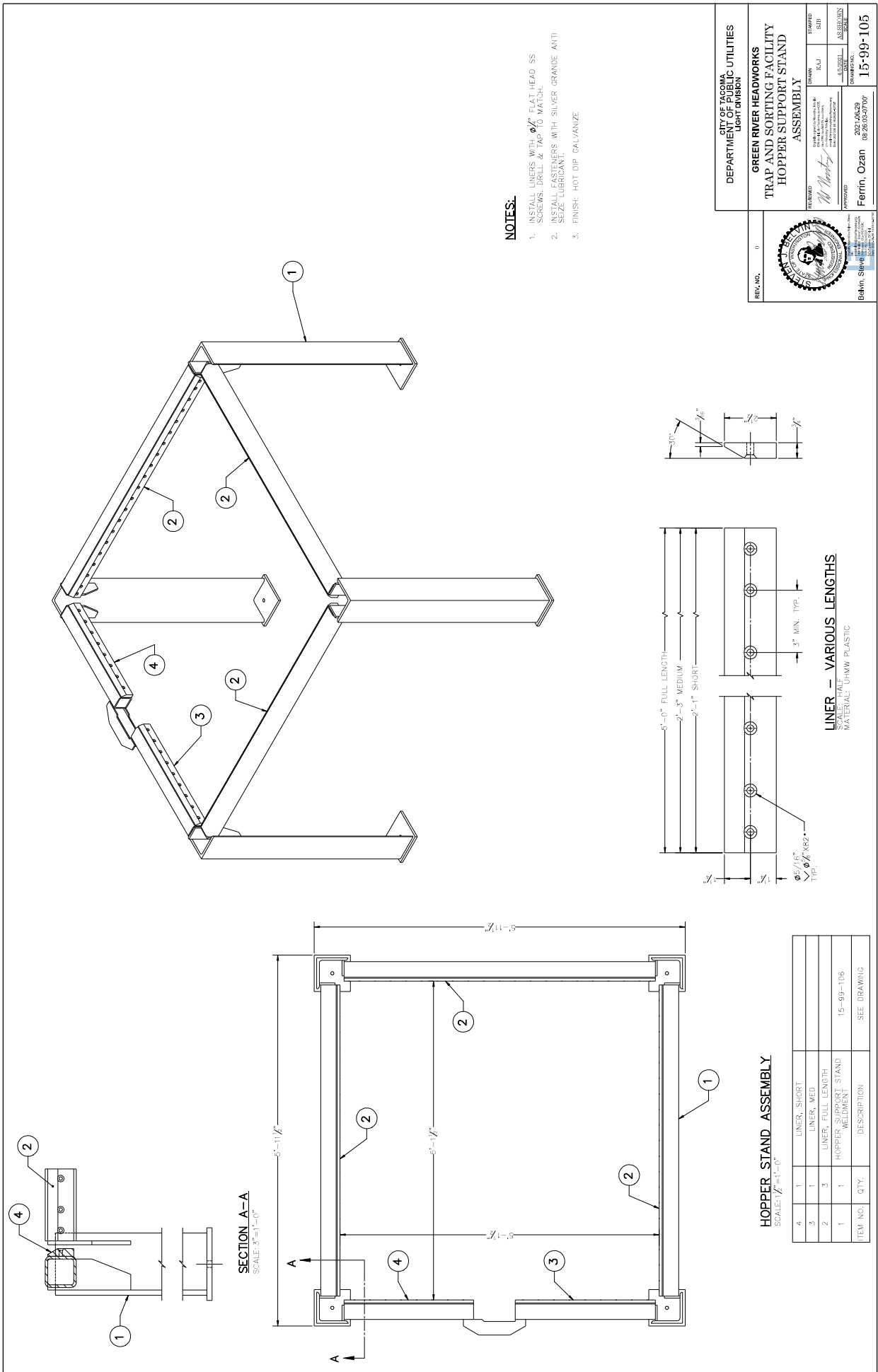
**HOPPER SUPPORT ASSEMBLY - NOTCHED**  
SCALE: 2"=1'-0"  
4 REQUIRED  
FOR ALL DIMENSIONS AND CALLOUTS NOT SHOWN SEE HOPPER SUPPORT ASSEMBLY

NOTES:

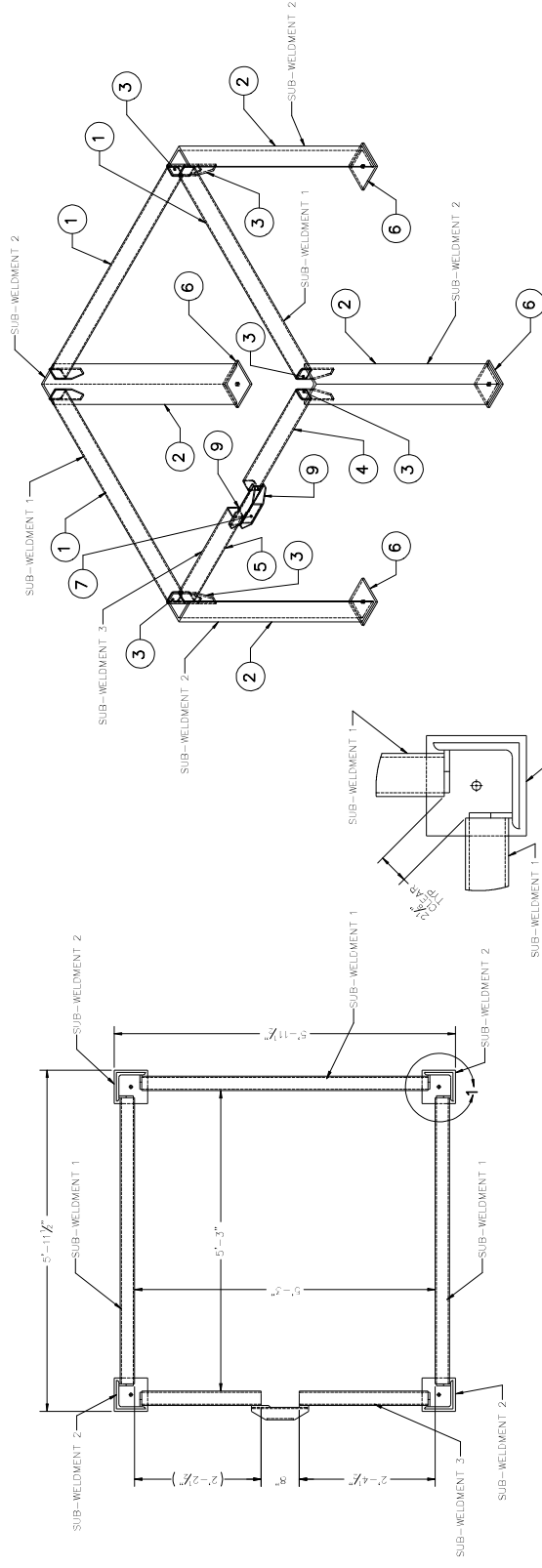
INSTALL ALL FASTENERS WITH SILVER  
GRADE ANTI-SEIZE LUBRICANT.

|   |   |
|---|---|
| REV. NO.  | 0   |
| <p><b>CITY OF ACONA<br/>FISH AND GAME<br/>LICENSING DIVISION</b></p> <p><b>DEPARTMENT OF FISH AND GAME</b></p> <p><b>GREEN RIVER HEADWORKS</b></p> <p><b>TRAP AND SORTING FACILITY</b></p> <p><b>FISH HOPPER SUPPORTS</b></p> |   |
| <p>STARTED</p> <p><i>W. Montoy</i></p> <p>DATE: 08/25/2016</p> <p>TIME: 08:25</p> <p>BY: <i>W. Montoy</i></p>   | <p>OWNED</p> <p>R/L</p> <p>STARTED</p> <p>DATE: 08/25/2016</p> <p>TIME: 08:25</p> <p>BY: <i>W. Montoy</i></p> |
| <p>APPROVED</p> <p>2017-08-28</p> <p>Ferrin, Ozan</p> <p>08:25:39-0700</p>  |   |

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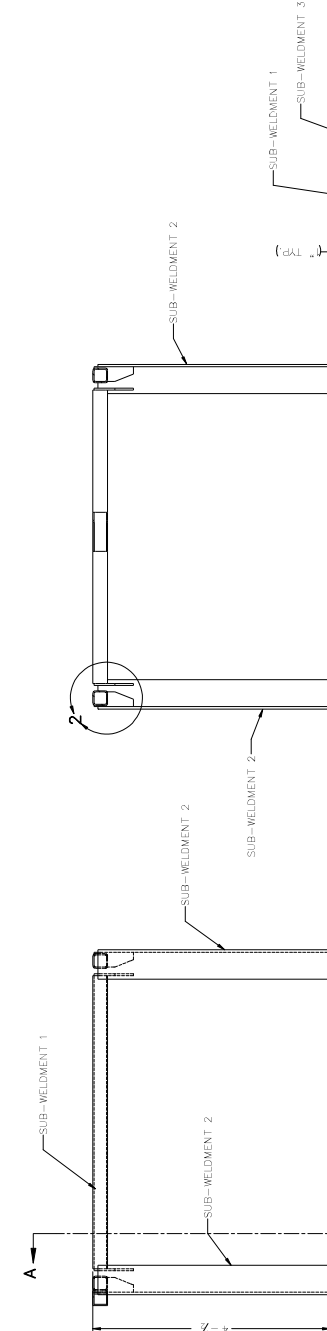


| ITEM NO. | QTY. | DESCRIPTION    | LENGTH  |
|----------|------|----------------|---------|
| 1        | 3    | TS&A 60.25     | 5'      |
| 2        | 4    | LEN 60.5       | 3'-11"  |
| 3        | 8    | FB 3/8 x 3"    | 8"      |
| 4        | 1    | TS&A 60.25     | 2'-3"   |
| 5        | 1    | TS&A 60.25     | 2'-1"   |
| 6        | 4    | PL 1/2"        | 5 1/2"  |
| 7        | 1    | FB 1/4 x 2 1/2 | 11 1/2" |
| 8        | 1    | FB 1/4 x 3     | 1'      |



**DETAIL 1**  
SCALE: 3"=1'-0"

- NOTES:**
1. MAKE NO SUBSTITUTIONS OR MODIFICATIONS WITHOUT APPROVAL OF THE ENGINEER.
  2. ALL WELDING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF AWS PUBLICATION D1.1.
  3. SEAL ALL ENCLOSED SPACES.
  4. REMOVE ALL WELD SPATTER AND GRIND SMOOTH ALL ARC STRIKES, REMOVE AND GRIND SMOOTH ALL TEMPORARY WELDS.
  5. GRIND SMOOTH ALL SHARP EDGES AND CORNERS.
  6. .1018 VT ALL WELDS.
  7. MATERIAL: ASTM A36
  8. WORK THIS DRAWING WITH DRAWINGS 15-99-105 & 15-99-107.



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

**SECTION A-A**

**3-XS10 HOPPER SUPPORT STAND**  
SCALE: 1"=1'-0"

WELDS NOT SHOWN SHALL BE CONTINUOUS BOTH SIZES

|                  |                |                |                |                |                |
|------------------|----------------|----------------|----------------|----------------|----------------|
| THICKEST PLATE:  | $t \leq A$     | $A < t \leq B$ | $B < t \leq C$ | $C < t \leq D$ | $D < t$        |
| WELD (AWS D1.1): | $\frac{A}{16}$ | $\frac{A}{16}$ | $\frac{A}{16}$ | $\frac{A}{16}$ | $\frac{A}{16}$ |

REV. NO. 0

DATE: 08/25/2021

BY: [Signature]

CHECKED: [Signature]

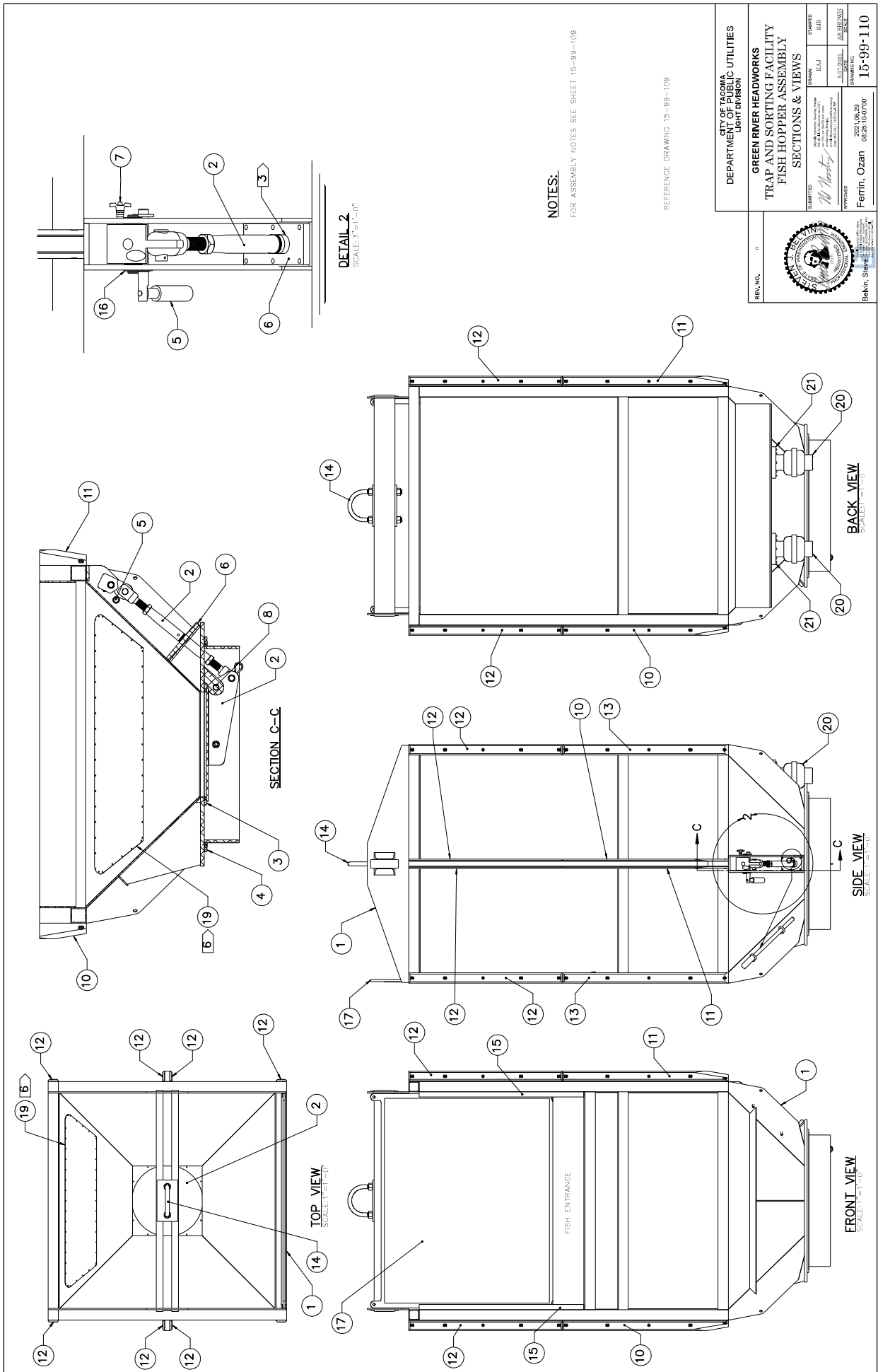
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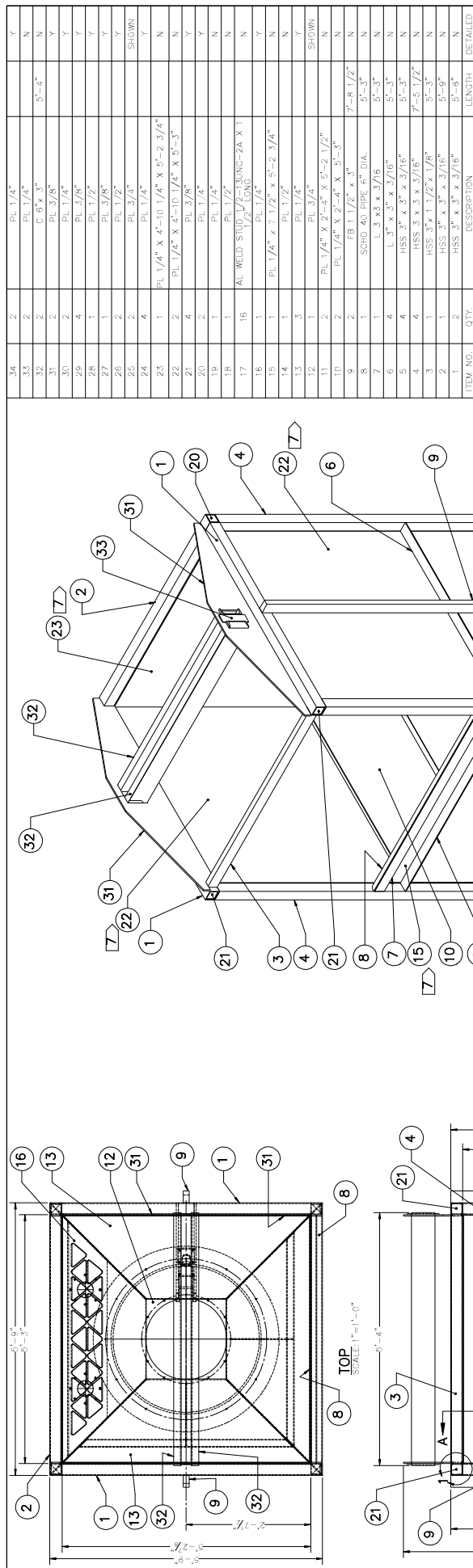
|  |                         |
|--|-------------------------|
| CITY OF TACOMA<br>DEPARTMENT OF PUBLIC UTILITIES<br>LIGHT DIVISION   |                         |
| GREEN RIVER HEADWORKS<br>TRAP AND SORTING FACILITY<br>HOPPER SUPPORT STAND<br>WELDMENT PLAN, SECTION & DETAILS |                         |
| DESIGNED BY: [Signature]   | CHECKED BY: [Signature] |
| DATE: 08/25/2021   | DATE: 08/25/2021        |
| PROJECT NO.: 15-99-106   | PROJECT NO.: 15-99-106  |











# **NOTES:**

1. MAKE NO SUBSTITUTIONS OR MODIFICATIONS WITHOUT APPROVAL OF THE ENGINEER.
2. ALL WELDING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF AWS PUBLICATION D1.1.
3. REMOVE ALL WELD SPATTER AND GRIND SMOOTH ALL ARC STRIKES. REMOVE AND GRIND SMOOTH ALL TEMPORARY WELDS.
4. GRIND SMOOTH ALL SHARP EDGES AND CORNERS.
5. 100% V.T. ALL WELDS.
6. COMPLETE JOINT PENETRATION WELD BUTT ENDS OF ITEM 14. GRIND O.D. FLUSH.
7. PERFORATED PLATE,  $\phi 1/4"$  MAX HOLE SIZE, 30% MIN. OPEN AREA.
8. MATERIAL: ALUMINUM 6061-T6
9. WELDS OF BOTH LUGS MUST BE IN LINE. INSTALL PIN PRIOR TO WELDING.
10. REMOVE SHARP EDGES AROUND HOLES.
11. MATCH LOCATE WITH OUTLET DOOR SEAL GLAND & SEAL RING. (DRAWING 15-98-122 AND 15-99-123)
12. COMPUTER MODEL AVAILABLE UPON REQUEST.
13. VERIFY CLEARANCE TO TURNBUCKLE AT ASSEMBLY.

|   |
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WELDS NOT SHOWN SHALL BE CONTINUOUS BOTH SIDES

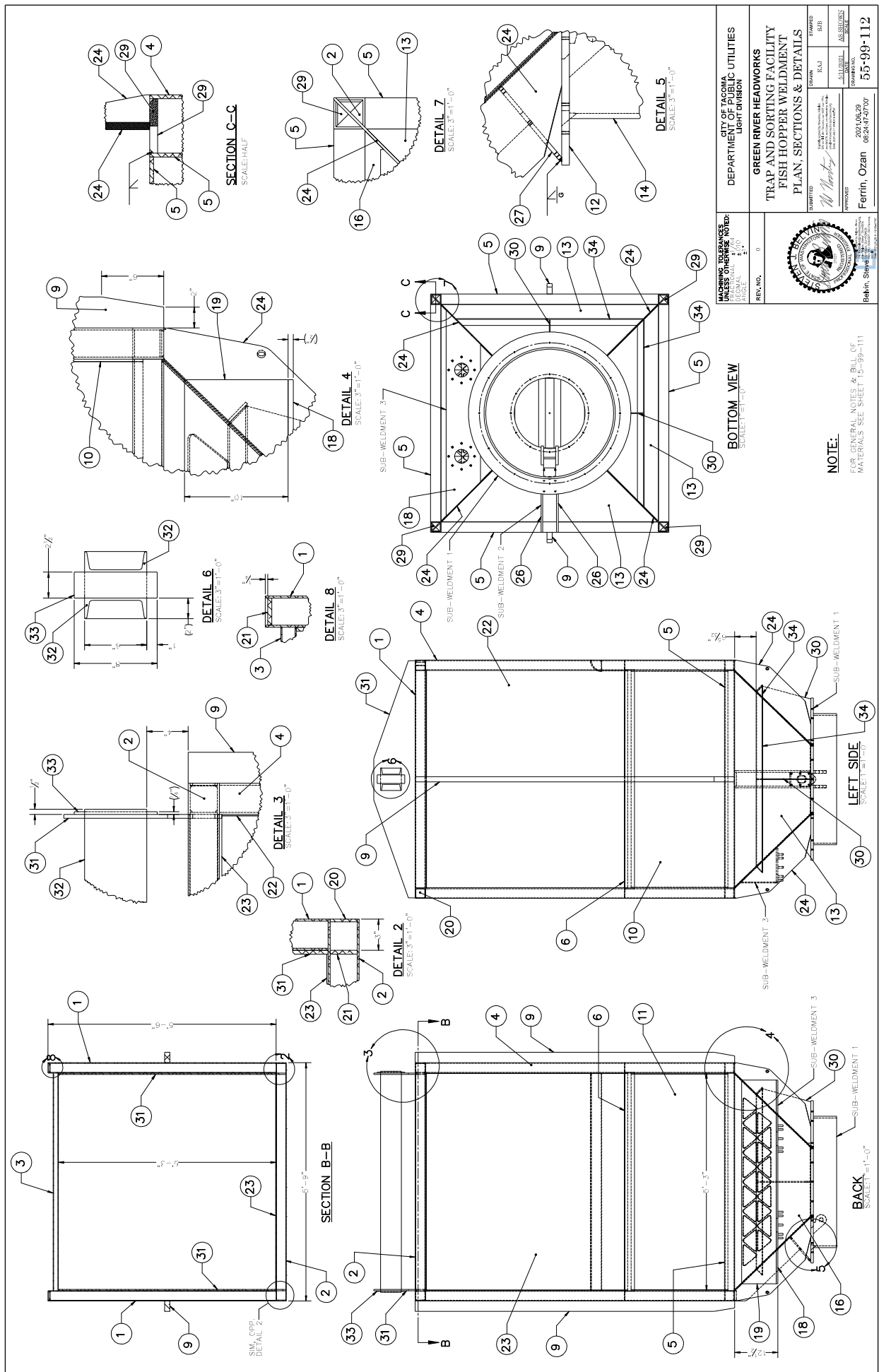
THICKEST PLATE:  $t \leq \frac{1}{4}$   $\frac{1}{4} < t \leq \frac{1}{2}$   $\frac{1}{2} < t \leq \frac{3}{4}$   $\frac{3}{4} < t \leq 1$   $1 < t \leq 1\frac{1}{2}$   $1\frac{1}{2} < t \leq 2$   $2 < t \leq 3$   $3 < t \leq 4$   $4 < t \leq 6$   $6 < t \leq 8$   $8 < t \leq 12$   $12 < t \leq 18$   $18 < t \leq 24$   $24 < t \leq 36$   $36 < t \leq 48$   $48 < t \leq 60$   $60 < t \leq 72$   $72 < t \leq 84$   $84 < t \leq 96$   $96 < t \leq 108$   $108 < t \leq 120$

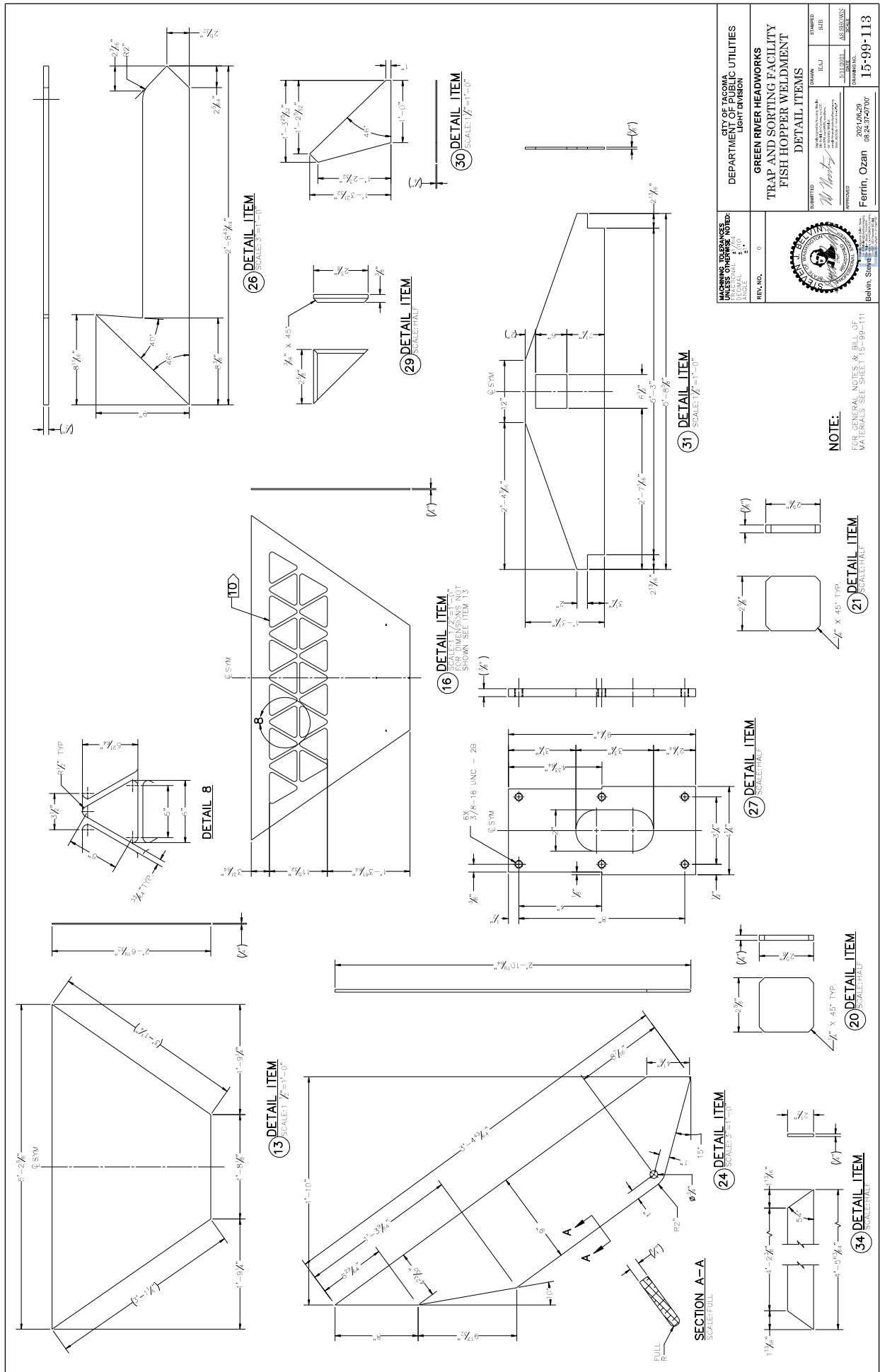
WELD: (AWS D1.3)  $\frac{1}{4}$   $\frac{1}{2}$   $\frac{3}{4}$   $1$   $1\frac{1}{2}$   $2$   $3$   $4$   $6$   $8$   $12$   $18$   $24$   $36$   $48$   $60$   $72$   $84$   $96$   $108$   $120$

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

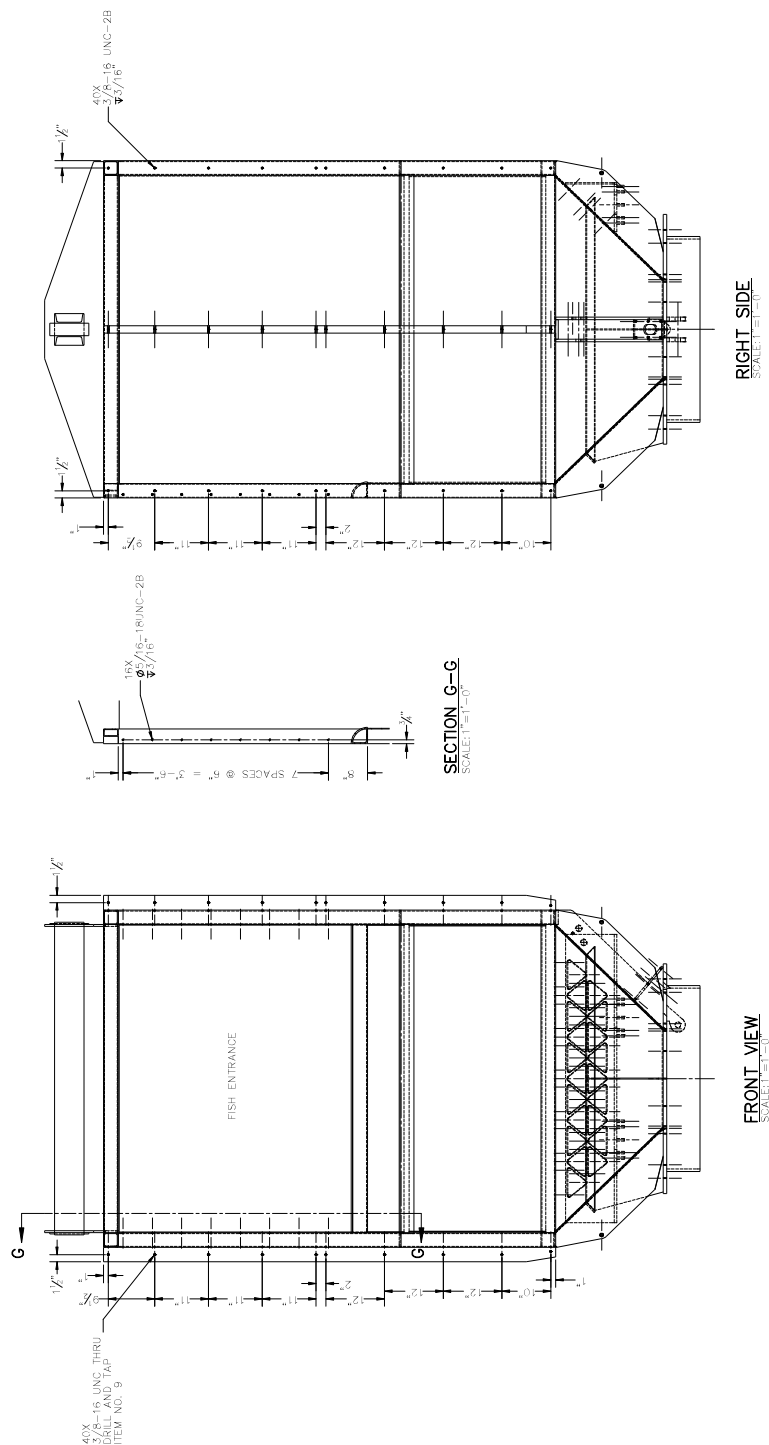
SCALE: 3/4"=1'-0"

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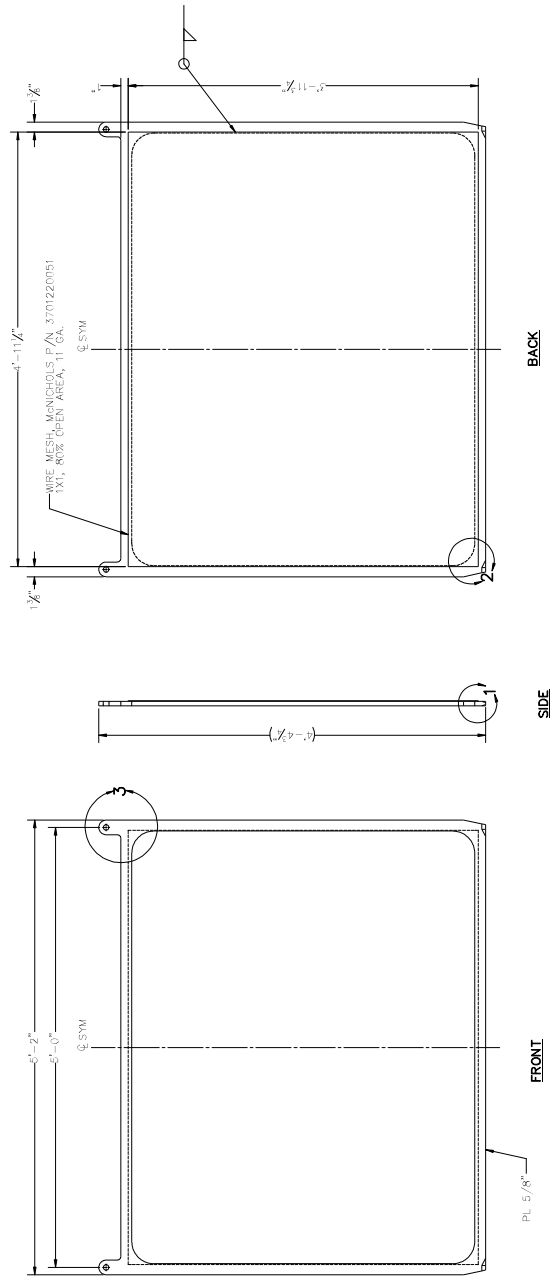


NOTE:

FOR GENERAL NOTES & BILL OF MATERIALS SEE SHEET 15-99-111

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|---|---|---|--|
| 1. <b>ISSUING OFFICER'S NAME:</b><br>2. <b>ISSUING OFFICER'S NO.:</b><br>3. <b>ISSUING OFFICER'S RANK:</b><br>4. <b>DATE:</b> | 5. <b>REV. NO.</b> 0<br>6. <b>DATE:</b> | <b>GREEN RIVER WORKS</b><br><b>TRAP AND SORTING FACILITY</b><br><b>FISH HOPPER WASTEWATER</b><br><b>MACHINING</b> | <b>CITY OF TACOMA</b><br><b>WATER &amp; SEWER</b><br><b>LIGHT DIVISION</b> |
|    |   | <b>SUBMITTED</b> <i>W. Montoye</i><br><small>Typed name of person submitting permit</small>                       | <b>GRANA</b> <b>RAJ</b> <b>SUB</b><br><b>AS SHOWN</b>                      |
|   |   | <b>APPROVED</b>   | <b>GRANA</b> <b>RAJ</b> <b>SUB</b><br><b>AS SHOWN</b>                      |
|   |   | <b>2023-06-29</b><br><b>08:24:10-0700</b>   | <b>15-59-115</b>   |
|   |   | <b>Ferrin, Ozan</b>   | <b>Salin, Jose</b>   |

1. MAKE NO SUBSTITUTIONS OR MODIFICATIONS WITHOUT APPROVAL OF THE ENGINEER.
2. ALL WELDING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY'S (AWS) CODE OF BEST PRACTICES FOR WELDING OF STEEL.
3. REMOVE ALL WELD SPATTER AND GRIND SMOOTH ALL ARC STRIKES.
4. GRIND SMOOTH ALL SHARP EDGES AND CORNERS.
5. 100% VT ALL WELDS.

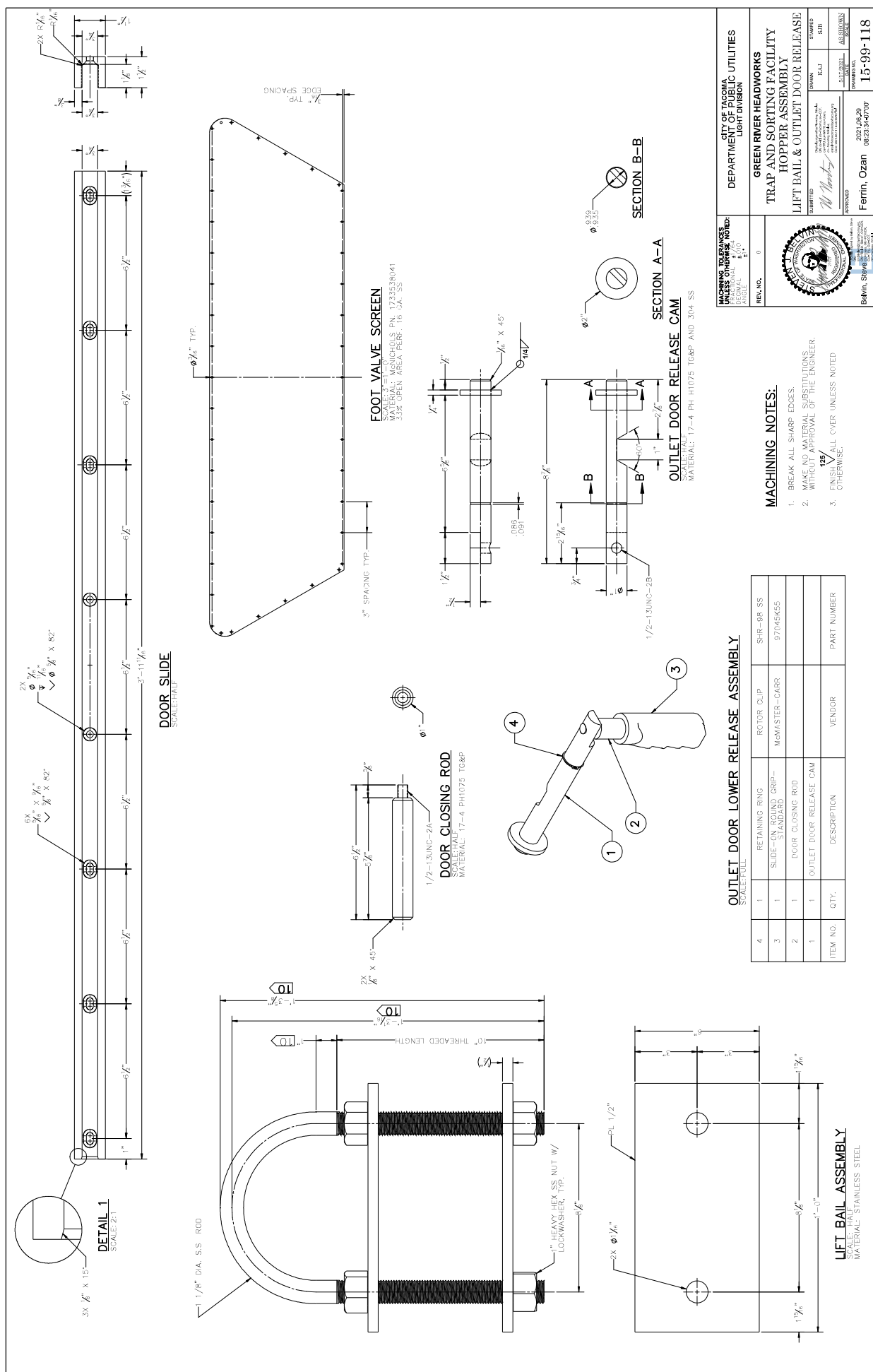


**FISH ENTRANCE DOOR**  
SCALE:  $1\frac{1}{2}" = 1'-0"$   
MATERIAL: ALUMINUM T6061-T6

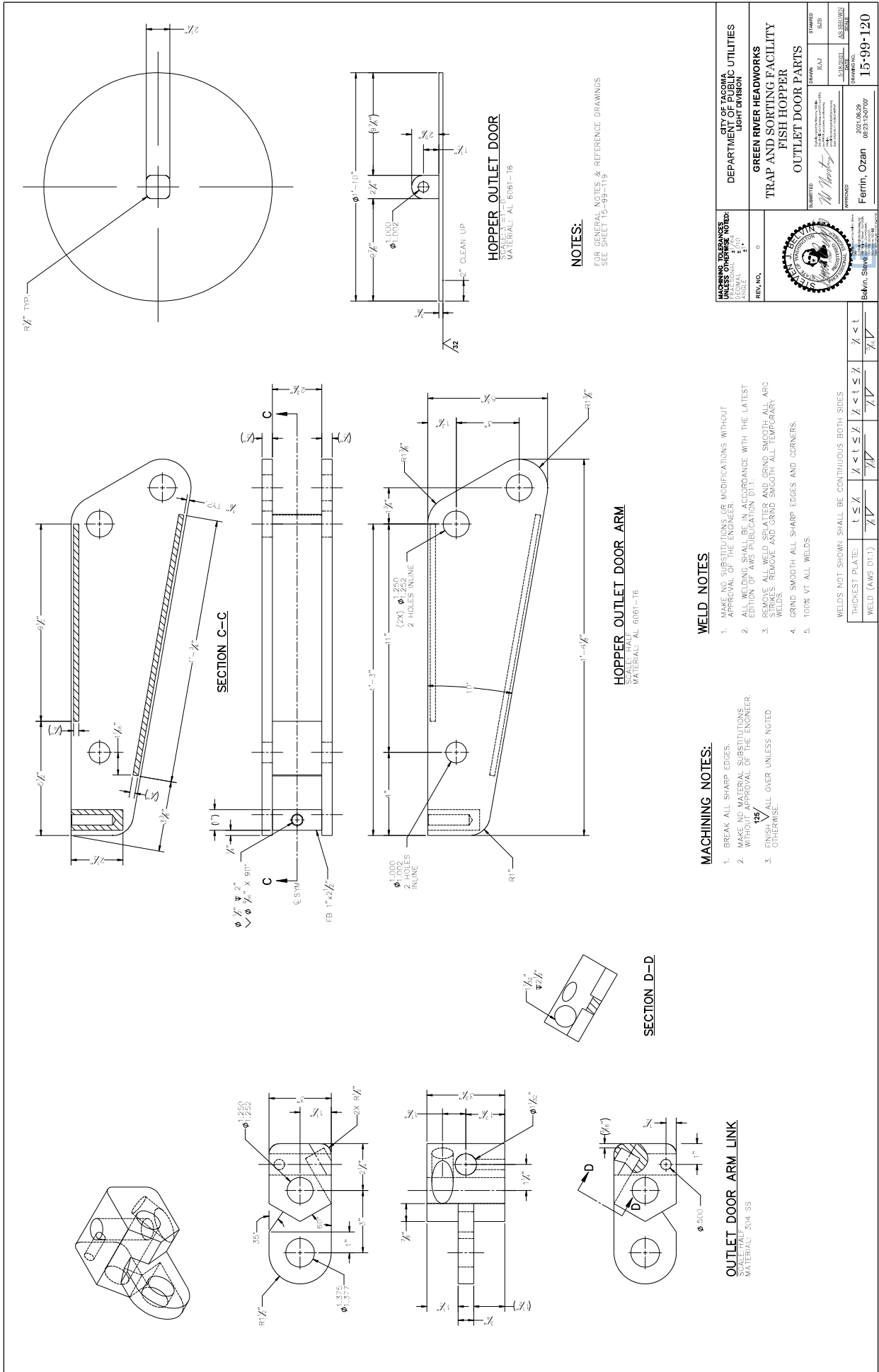
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| 1. SIGNATURE, TITLE, ADDRESS, PHONE NO. OF THE PERSON FOR WHOM THE PERMIT IS APPLIED FOR<br>2. NAME OF THE BUSINESS OR INDUSTRY<br>3. ADDRESS OF THE BUSINESS OR INDUSTRY<br>4. CITY AND COUNTY<br>5. TYPE OF BUSINESS OR INDUSTRY<br>6. DATE OF APPLICATION<br>7. DATE OF PERMIT EXPIRATION<br>8. NAME OF THE CITY AND COUNTY<br>9. NAME OF THE CITY AND COUNTY<br>10. NAME OF THE CITY AND COUNTY | 11. NAME OF THE CITY AND COUNTY<br>12. NAME OF THE CITY AND COUNTY<br>13. NAME OF THE CITY AND COUNTY<br>14. NAME OF THE CITY AND COUNTY<br>15. NAME OF THE CITY AND COUNTY<br>16. NAME OF THE CITY AND COUNTY<br>17. NAME OF THE CITY AND COUNTY<br>18. NAME OF THE CITY AND COUNTY<br>19. NAME OF THE CITY AND COUNTY<br>20. NAME OF THE CITY AND COUNTY | 21. NAME OF THE CITY AND COUNTY<br>22. NAME OF THE CITY AND COUNTY<br>23. NAME OF THE CITY AND COUNTY<br>24. NAME OF THE CITY AND COUNTY<br>25. NAME OF THE CITY AND COUNTY<br>26. NAME OF THE CITY AND COUNTY<br>27. NAME OF THE CITY AND COUNTY<br>28. NAME OF THE CITY AND COUNTY<br>29. NAME OF THE CITY AND COUNTY<br>30. NAME OF THE CITY AND COUNTY | 31. NAME OF THE CITY AND COUNTY<br>32. NAME OF THE CITY AND COUNTY<br>33. NAME OF THE CITY AND COUNTY<br>34. NAME OF THE CITY AND COUNTY<br>35. NAME OF THE CITY AND COUNTY<br>36. NAME OF THE CITY AND COUNTY<br>37. NAME OF THE CITY AND COUNTY<br>38. NAME OF THE CITY AND COUNTY<br>39. NAME OF THE CITY AND COUNTY<br>40. NAME OF THE CITY AND COUNTY | 41. NAME OF THE CITY AND COUNTY<br>42. NAME OF THE CITY AND COUNTY<br>43. NAME OF THE CITY AND COUNTY<br>44. NAME OF THE CITY AND COUNTY<br>45. NAME OF THE CITY AND COUNTY<br>46. NAME OF THE CITY AND COUNTY<br>47. NAME OF THE CITY AND COUNTY<br>48. NAME OF THE CITY AND COUNTY<br>49. NAME OF THE CITY AND COUNTY<br>50. NAME OF THE CITY AND COUNTY | 51. NAME OF THE CITY AND COUNTY<br>52. NAME OF THE CITY AND COUNTY<br>53. NAME OF THE CITY AND COUNTY<br>54. NAME OF THE CITY AND COUNTY<br>55. NAME OF THE CITY AND COUNTY<br>56. NAME OF THE CITY AND COUNTY<br>57. NAME OF THE CITY AND COUNTY<br>58. NAME OF THE CITY AND COUNTY<br>59. NAME OF THE CITY AND COUNTY<br>60. NAME OF THE CITY AND COUNTY | 61. NAME OF THE CITY AND COUNTY<br>62. NAME OF THE CITY AND COUNTY<br>63. NAME OF THE CITY AND COUNTY<br>64. NAME OF THE CITY AND COUNTY<br>65. NAME OF THE CITY AND COUNTY<br>66. NAME OF THE CITY AND COUNTY<br>67. NAME OF THE CITY AND COUNTY<br>68. NAME OF THE CITY AND COUNTY<br>69. NAME OF THE CITY AND COUNTY<br>70. NAME OF THE CITY AND COUNTY | 71. NAME OF THE CITY AND COUNTY<br>72. NAME OF THE CITY AND COUNTY<br>73. NAME OF THE CITY AND COUNTY<br>74. NAME OF THE CITY AND COUNTY<br>75. NAME OF THE CITY AND COUNTY<br>76. NAME OF THE CITY AND COUNTY<br>77. NAME OF THE CITY AND COUNTY<br>78. NAME OF THE CITY AND COUNTY<br>79. NAME OF THE CITY AND COUNTY<br>80. NAME OF THE CITY AND COUNTY | 81. NAME OF THE CITY AND COUNTY<br>82. NAME OF THE CITY AND COUNTY<br>83. NAME OF THE CITY AND COUNTY<br>84. NAME OF THE CITY AND COUNTY<br>85. NAME OF THE CITY AND COUNTY<br>86. NAME OF THE CITY AND COUNTY<br>87. NAME OF THE CITY AND COUNTY<br>88. NAME OF THE CITY AND COUNTY<br>89. NAME OF THE CITY AND COUNTY<br>90. NAME OF THE CITY AND COUNTY | 91. NAME OF THE CITY AND COUNTY<br>92. NAME OF THE CITY AND COUNTY<br>93. NAME OF THE CITY AND COUNTY<br>94. NAME OF THE CITY AND COUNTY<br>95. NAME OF THE CITY AND COUNTY<br>96. NAME OF THE CITY AND COUNTY<br>97. NAME OF THE CITY AND COUNTY<br>98. NAME OF THE CITY AND COUNTY<br>99. NAME OF THE CITY AND COUNTY<br>100. NAME OF THE CITY AND COUNTY |
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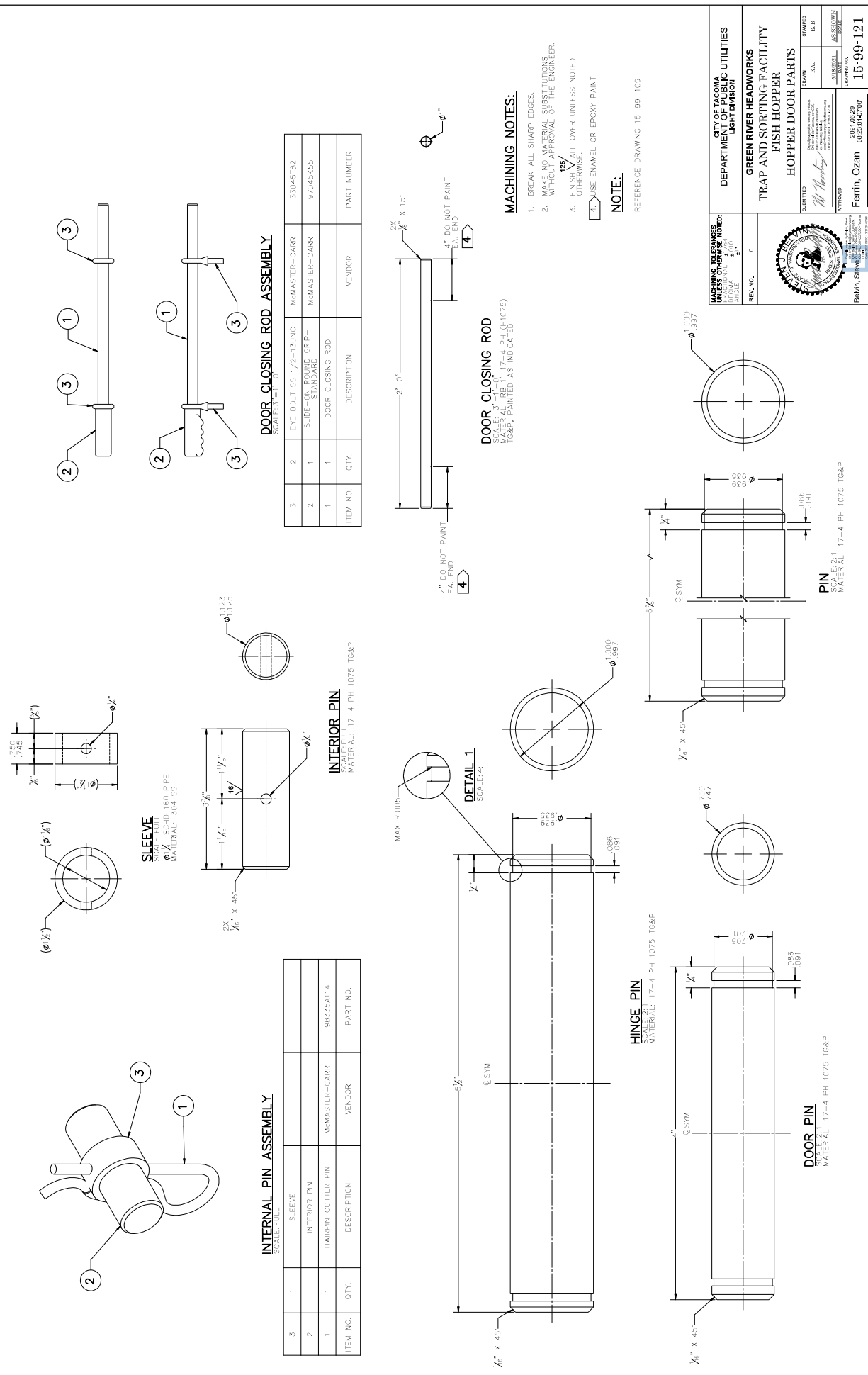




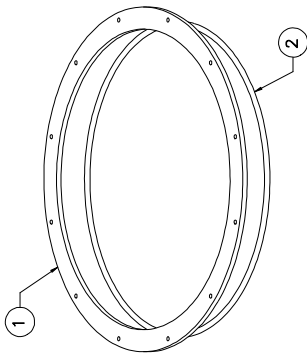








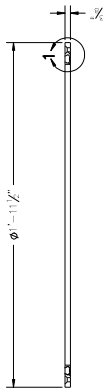




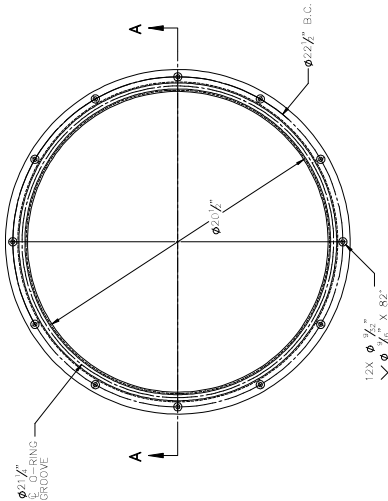
DOOR SEAL RING ASSEMBLY

SCALE: 3/8"=1'-0"

| ITEM NO. | QTY. | DESCRIPTION              | MATERIAL |
|----------|------|--------------------------|----------|
| 2        | 1    | 3/8" DIA. "O"-RING CHORD | BUNA-N   |
| 1        | 1    | OUTLET DOOR SEAL GLAND   |          |



SECTION A-A



OUTLET DOOR SEAL GLAND

SCALE: 1/2"=1'-0"  
MATERIAL: AL T6061-T6

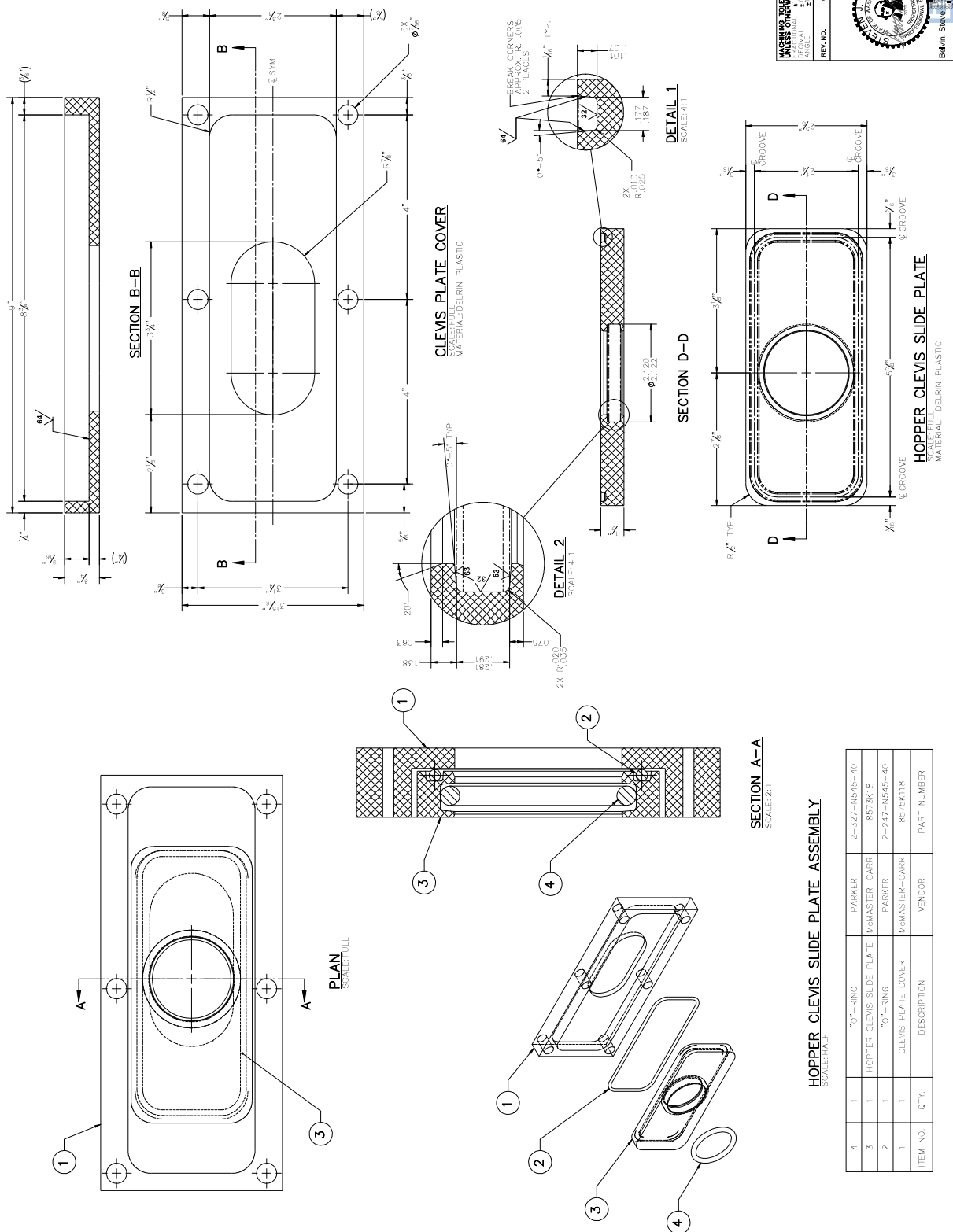
NOTE:

REFERENCE DRAWING 15-99-119

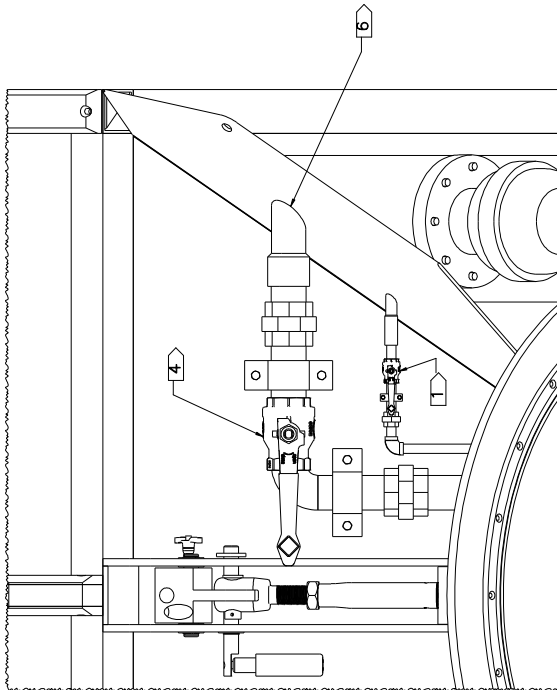
MACHINING NOTES:

1. BREAK ALL SHARP EDGES.
2. MAKE NO MATERIAL SUBSTITUTIONS WITHOUT APPROVAL OF THE ENGINEER.
3. FINISH ALL OVER UNLESS NOTED OTHERWISE.

|   |
|---|
| <p><b>MACHINING TOLERANCES UNLESS OTHERWISE NOTED:</b></p> <p>ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED</p> <p>FRACTIONS: 1/16" 1/8" 1/4" 3/8" 1/2" 5/8" 3/4" 7/8" 1" 1 1/8" 1 1/4" 1 3/8" 1 1/2" 1 5/8" 1 3/4" 1 7/8" 2" 2 1/8" 2 1/4" 2 3/8" 2 1/2" 2 5/8" 2 3/4" 2 7/8" 3" 3 1/8" 3 1/4" 3 3/8" 3 1/2" 3 5/8" 3 3/4" 3 7/8" 4" 4 1/8" 4 1/4" 4 3/8" 4 1/2" 4 5/8" 4 3/4" 4 7/8" 5" 5 1/8" 5 1/4" 5 3/8" 5 1/2" 5 5/8" 5 3/4" 5 7/8" 6" 6 1/8" 6 1/4" 6 3/8" 6 1/2" 6 5/8" 6 3/4" 6 7/8" 7" 7 1/8" 7 1/4" 7 3/8" 7 1/2" 7 5/8" 7 3/4" 7 7/8" 8" 8 1/8" 8 1/4" 8 3/8" 8 1/2" 8 5/8" 8 3/4" 8 7/8" 9" 9 1/8" 9 1/4" 9 3/8" 9 1/2" 9 5/8" 9 3/4" 9 7/8" 10" 10 1/8" 10 1/4" 10 3/8" 10 1/2" 10 5/8" 10 3/4" 10 7/8" 11" 11 1/8" 11 1/4" 11 3/8" 11 1/2" 11 5/8" 11 3/4" 11 7/8" 12" 12 1/8" 12 1/4" 12 3/8" 12 1/2" 12 5/8" 12 3/4" 12 7/8" 13" 13 1/8" 13 1/4" 13 3/8" 13 1/2" 13 5/8" 13 3/4" 13 7/8" 14" 14 1/8" 14 1/4" 14 3/8" 14 1/2" 14 5/8" 14 3/4" 14 7/8" 15" 15 1/8" 15 1/4" 15 3/8" 15 1/2" 15 5/8" 15 3/4" 15 7/8" 16" 16 1/8" 16 1/4" 16 3/8" 16 1/2" 16 5/8" 16 3/4" 16 7/8" 17" 17 1/8" 17 1/4" 17 3/8" 17 1/2" 17 5/8" 17 3/4" 17 7/8" 18" 18 1/8" 18 1/4" 18 3/8" 18 1/2" 18 5/8" 18 3/4" 18 7/8" 19" 19 1/8" 19 1/4" 19 3/8" 19 1/2" 19 5/8" 19 3/4" 19 7/8" 20" 20 1/8" 20 1/4" 20 3/8" 20 1/2" 20 5/8" 20 3/4" 20 7/8" 21" 21 1/8" 21 1/4" 21 3/8" 21 1/2" 21 5/8" 21 3/4" 21 7/8" 22" 22 1/8" 22 1/4" 22 3/8" 22 1/2" 22 5/8" 22 3/4" 22 7/8" 23" 23 1/8" 23 1/4" 23 3/8" 23 1/2" 23 5/8" 23 3/4" 23 7/8" 24" 24 1/8" 24 1/4" 24 3/8" 24 1/2" 24 5/8" 24 3/4" 24 7/8" 25" 25 1/8" 25 1/4" 25 3/8" 25 1/2" 25 5/8" 25 3/4" 25 7/8" 26" 26 1/8" 26 1/4" 26 3/8" 26 1/2" 26 5/8" 26 3/4" 26 7/8" 27" 27 1/8" 27 1/4" 27 3/8" 27 1/2" 27 5/8" 27 3/4" 27 7/8" 28" 28 1/8" 28 1/4" 28 3/8" 28 1/2" 28 5/8" 28 3/4" 28 7/8" 29" 29 1/8" 29 1/4" 29 3/8" 29 1/2" 29 5/8" 29 3/4" 29 7/8" 30" 30 1/8" 30 1/4" 30 3/8" 30 1/2" 30 5/8" 30 3/4" 30 7/8" 31" 31 1/8" 31 1/4" 31 3/8" 31 1/2" 31 5/8" 31 3/4" 31 7/8" 32" 32 1/8" 32 1/4" 32 3/8" 32 1/2" 32 5/8" 32 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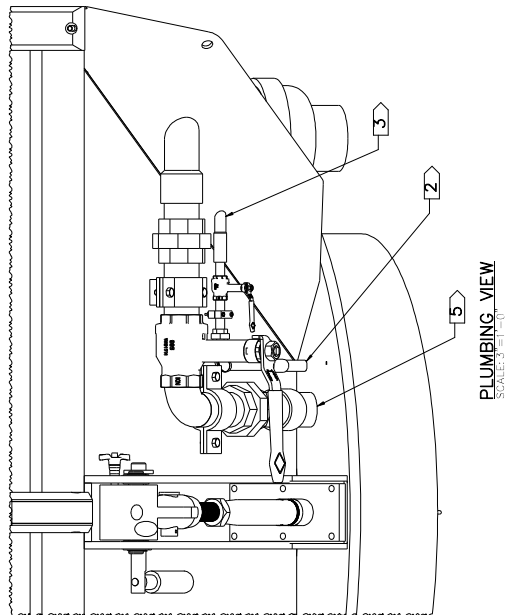
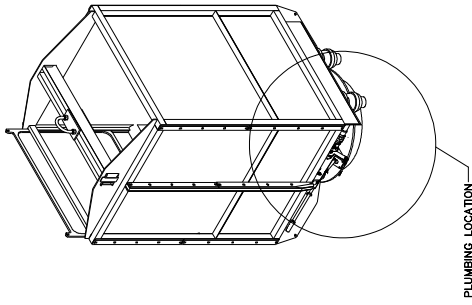







# PLUMBING NOTES:

1. INSTALL 3/8" AIR VENT VALVE AND ASSOCIATED PLUMBING RIGIDLY AND ACCESSIBLY FROM THE BOTTOM DOOR RELEASE SIDE OF THE HOPPER.
2. PENETRATE THE HOPPER DECK PLATE AT A LOCATION INSIDE THE BOTTOM SEAL RING.
3. LOCATE THE VALVE ABOVE THE DECK PLATE AND DIRECT DOWNSTREAM END OF THE VALVE THROUGH THE EXTERNAL SPRAY NOZZLE AND PREVENT SPRAY FROM HITTING THE OPERATOR.
4. PLUMBING RIGIDLY AND ACCESSIBLE FROM THE BOTTOM DOOR RELEASE SIDE OF THE HOPPER.
5. PENETRATE THE HOPPER DECK PLATE AT A LOCATION INSIDE THE BOTTOM SEAL RING.
6. HOPPER FOOTER END OF THE VALVE THROUGH INTO THE HOPPER FOOTER END OF THE HOPPER BOX AREA.
7. PROVIDE AND INSTALL ALUMINUM WELDOLETS, LONG SWEEP ELBOWS AND FITTINGS TO SUIT.
8. RING VALVES AND UNIONS SHALL BE STAINLESS, EXCEPT RING WELDED TO ALUMINUM SHALL BE ALUMINUM.
9. PAINT EXPOSED STAINLESS STEEL WITH ENAMEL OR EPOXY PAINT, TO MINIMIZE GALVANIC CORROSION.
10. PHOTOGRAPHS OF PREVIOUS HOPPER BUILDS ARE AVAILABLE UPON REQUEST.



# PLUMBING VIEW

|   |  |   |   |
|---|--|---|---|
| REV. NO.  | 0  |  | <p>CITY OF TACOMA<br/>DEPARTMENT OF PUBLIC UTILITIES<br/>LIGHT DIVISION</p> |
| <p>GREEN RIVER HEADWORKS<br/>TRAP AND SORTING FACILITY<br/>FISH HOPPER<br/>PLUMBING</p>                 |  |   |   |
| <p>DESIGNED BY: <i>W. Murphy</i><br/>CHECKED BY: <i>W. Murphy</i><br/>APPROVED BY: <i>W. Murphy</i></p> | <p>DATE: 08/22/2017<br/>DRAWN: K.A.J.<br/>ESTIMATED: K.A.J.<br/>AS SHOWN: K.A.J.</p> |   |   |
| <p>DATE: 08/22/2017<br/>DRAWN: K.A.J.<br/>ESTIMATED: K.A.J.<br/>AS SHOWN: K.A.J.</p>                    |  | <p>2017.08.28<br/>08:22:14-0700</p>   | <p>15-99-125</p>  |

DRAWN: K.A.J.  
 ESTIMATED: K.A.J.  
 AS SHOWN: K.A.J.  
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15-99-125