TACOMA WATER
REQUEST FOR BIDS
MCMURRAY PUMP STATION DEMOLITION
SPECIFICATION NO. TW21-0503N
REQUEST FOR BIDS TW21-0530N
McMurray Pump Station Demolition

Submittal Deadline: 11:00 a.m., Pacific Time, Monday, August 9, 2021

Submittal Delivery: Sealed submittals will be received as follows:

By Email:
bids@cityoftacoma.org
Maximum file size: 35 MB. Multiple emails may be sent for each submittal

Until further notice, public Bid Opening meetings have been cancelled. Submittals in response to an 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.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

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

Pre-Bid Meeting: A pre-proposal meeting will be held virtually at 10:00 A.M. – 11:30 A.M. on Tuesday, July 27, 2021 and is required for bidders to attend.

Virtual Zoom Meeting: Pre Bid Meeting - RFB McMurray Pump Station Demolition Project
Zoom Meeting
https://zoom.us/j/99481147308?pwd=Q1NJcktUVUVUYWJLNNvSDJodkhxZz09
Meeting ID: 994 8114 7308
Passcode: 960758
One tap mobile
+12532158782,,99481147308#,,960758# US (Tacoma)
+13462487799,,99481147308#,,960758# US (Houston)
Dial by your location
+1253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
Meeting ID: 994 8114 7308
Passcode: 960758
Find your local number: https://zoom.us/u/aDrSoapwX

The purpose of the pre-bid meeting is to answer questions about this solicitation and any special or technical requirements, as well as the City’s Equity In Contracting (EIC) goals.

Project Scope: The general scope of this project is to gain access to the pump station building via a temporary access road off of McMurray Rd NE and completely demolish the pump station building down to the slab on grade including the pump and motor and all other equipment and piping down to flush with the slab. (Note the building is completely constructed of concrete including the roof) Dispose of all concrete, pump and motor and piping to a disposal or recycler that will take this type of material. Finally to remove the temporary access road in preparation for site mitigation and planting. Site mitigation work to be done by the City of Tacoma.
**Estimate**: $49,500

**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, 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 Carly Fowler, Buyer by email to cfowler@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.

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**After award, the following documents will be executed:**

- Services Contract
- Certificate of Insurance and related endorsements
GENERAL PROVISIONS
(Revised December 15, 2020)

SECTION I - BIDDING REQUIREMENTS
SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent’s Proposal

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

B. Alterations of Proposals Not Allowed

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

C. Filling Out City Proposal Sheets

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

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

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

1.03 RESPONDENT’S BOND OR CERTIFIED CHECK

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

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

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

1.04 DELIVERY OF PROPOSALS TO THE CITY’S PURCHASING OFFICE

A. Proposal packages must be received by the City’s Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.

B. Supplier is solely responsible for timely delivery of its Submittal.

C. Submittals received after the time stated in the solicitation will not be accepted.

D. For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City’s Procurement and Payables Division will rely on the submittal clock in SAP Ariba.
1.05 LICENSES/PERMITS

A. Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at http://bls.dor.wa.gov.

B. Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.

C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

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

1.07 BID IS NONCOLLUSIVE

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

1.08 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

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

B. Prequalified Electrical Contractor

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

C. Insertions of Material Conflicting with Specifications

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

D. Correction of Ambiguities and Obvious Errors

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

1.09 WITHDRAWAL OF BID

A. Prior to Bid Opening

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

B. After Bid Opening

No Respondent will be permitted to withdraw his/her Proposal after the time of bid opening, as set forth in the Call for Bids, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Respondent must submit written notice withdrawing his/her Proposal to the Purchasing Manager.
1.10 OPENING OF BIDS
At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal.

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

1.12 RESPONDENT’S REFUSAL TO ENTER INTO CONTRACT
Any Respondent who refuses to enter into a Contract after it has been awarded to the Respondent will be in breach of the agreement to enter the Contract and the Respondent's certified or cashier's check or bid bond shall be forfeited.

1.13 TAXES
A. Include In Proposal All Taxes
Respondent shall include in his/her Proposal all applicable local, city, state, and federal taxes. It is the Respondent's obligation to state on his/her Proposal sheet the correct percentage and total applicable Washington State and local sales tax. The total cost to the City including all applicable taxes may be the basis for determining the low Respondent.
B. Federal Excise Tax
The City of Tacoma is exempt from federal excise tax. Where applicable, the City shall furnish a Federal Excise Tax Exemption certificate.
C. City of Tacoma Business and Occupation Tax
Sub-Title 6A of the City of Tacoma Municipal Code (TMC) provides that transactions with the City of Tacoma, may be subject to the City of Tacoma's Business and Occupation Tax. It is the responsibility of the Respondent awarded the Contract to register with the City of Tacoma's Department of Tax and License, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252. The City's Business and Occupation Tax amount shall not be shown separately but shall be included in the unit and/or lump sum prices bid.

1.14 FIRM PRICES/ESCALATION
Except as specifically allowed by the Special Provisions, only firm prices will be accepted.

1.15 AWARD
A. Construction and/or Labor Contracts
Unless specifically noted in the Special Provisions or Proposal sheets, all construction and/or labor contracts will be awarded to only one Respondent.
B. Supply/Equipment Contracts
The City reserves the right to award an equipment or supply contract for any or all items to one or more Respondents as the interests of the City will be best satisfied.

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

1.17 EXTENSION OF CONTRACT
Contracts resulting from this specification shall be subject to extension by mutual agreement per the same prices, terms and conditions.
1.18 PAYMENT TERMS

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

B. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.

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

A. Payment methods include:

- **EPayables (Payment Plus).** This is payment made via a virtual, single use VISA card number provided by the City’s commercial card provider. Suppliers accepting this option will receive “due immediately” payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:
  - Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City’s provider bank; the supplier does not need to know card account details.
  - Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City’s commercial card provider.

- Credit card. Tacoma’s VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides “due immediately” payment terms.
  - Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
  - Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.

- **Electronic Funds Transfer (EFT) by Automated Clearing House (ACH).** Standard terms are net 30 for this payment method.

- Check or other cash equivalent. Standard terms are net 30 for this payment method.

B. The City’s preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. **The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used.**

C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

1.20 COOPERATIVE PURCHASING

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

1.21 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

A. Respondent’s Submittals, all documents and records comprising any Contract awarded to Respondent, and all other documents and records provided to the City by Respondent are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies; and Respondent has complied with the requirements to Respondent has complied with the requirements to mark records considered confidential or proprietary
as such requirements are stated below, City agrees to provide Respondent 10 days written notice of impending release. Should legal action thereafter be initiated by Respondent to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Respondent, including any damages, attorneys’ fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Respondent took no action to oppose the release of information.

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

1.22 FEDERAL AID PROJECTS

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

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

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

B. Surety Bonds

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

C. Independent Contractor

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

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

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

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

2.03 INSPECTION

A. Of the Work

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

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

B. Inspector's Authority

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

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

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

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

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

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

A. Indemnification

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

B. Limitation of Liability for Primarily Supply-Type Contracts

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

2.06 CONTRACTOR'S INSURANCE

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

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

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

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

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

D. Subletting

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

In the event that a prequalified electrical contractor is necessary to perform certain portions of the work, such work may be subcontracted with a City prequalified electrical contractor for the type of work involved.

Requests for subletting of this Contract must be in writing with the written consent of the Surety, and the request must show the proposed person or organization to which the Contract is sublet is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of subletting.
The written consent approving the subletting of the Contract shall not be construed to relieve the Contractor of his/her responsibility for the fulfillment of the Contract. The Subcontractor shall be considered to be the agent of the Contractor and the Contractor agrees to be responsible for all the materials, work and indebtedness incurred by the agent.

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

2.08 DELAY

E. Extension of Time

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

F. Unavoidable Delay

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

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

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

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

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

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

B. Guarantee for Supply Contracts

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

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

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

2.10 DEDUCTIONS FOR UNCORRECTED WORK

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

2.11 CITY OF TACOMA’S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

1. Supplies. The City may terminate a Contract for supplies at any time upon prior written notice to Contractor. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.

2. Services. The City may terminate a Contract for services at any time, with or without cause, by giving 10-business day’s written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City’s own reasons and without cause due to Supplier’s actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.

B. Termination for Cause

1. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Contractor’s breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

2. Bankruptcy. If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolventy, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Payment and Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.

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

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

2.13 **LEGAL DISPUTES**

A. **General**

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

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

B. **Attorney Fees**

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

2.14 **DELIVERY**

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

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

Legal holidays of the City of Tacoma are:

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

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

2.15 **PACKING SLIPS AND INVOICES**

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

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

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

2.16 APPROVED EQUALS

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

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

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

2.17 ENTIRE AGREEMENT

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

2.18 CODE OF ETHICS

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

2.19 FEDERAL FINANCIAL ASSISTANCE

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

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

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other
employees or applicants to individuals who do not otherwise have access to such
information, unless such disclosure is in response to a formal complaint or charge, in
furtherance of an investigation, proceeding, hearing, or action, including an investigation
conducted by the employer, or is consistent with the contractor's legal duty to furnish
information.

4. The contractor will send to each labor union or representative of workers with which he has
a collective bargaining agreement or other contract or understanding, a notice to be
provided advising the said labor union or workers' representatives of the contractor's
commitments under this section, and shall post copies of the notice in conspicuous places
available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24,
1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will comply with all provisions of Executive Order 11246 of September 24,
1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this
contract or with any of the said rules, regulations, or orders, this contract may be canceled,
terminated, or suspended in whole or in part and the contractor may be declared ineligible
for further Government contracts or federally assisted construction contracts in accordance
with procedures authorized in Executive Order 11246 of September 24, 1965, and such
other sanctions may be imposed and remedies invoked as provided in Executive Order
11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or
as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1)
and the provisions of paragraphs (1) through (8) in every subcontract or purchase order
unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant
to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions
will be binding upon each subcontractor or vendor. The contractor will take such action with
respect to any subcontract or purchase order as the administering agency may direct as a
means of enforcing such provisions, including sanctions for noncompliance:

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set
forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor
shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to
the United States (in the case of work done under contract for the District of Columbia or a territory, to
such District or to such territory), for liquidated damages. Such liquidated damages shall be computed
with respect to each individual laborer or mechanic, including watchmen and guards, employed in
violation of the clause set forth in paragraph (B)(1) of this section, in the sum of $27 for each calendar
day on which such individual was required or permitted to work in excess of the standard workweek of
forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1)
of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.

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

C. CLEAN AIR ACT

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. FEDERAL WATER POLLUTION CONTROL ACT

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. Contractor agrees to report each violation to the City, understands, and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
F. **BYRD ANTI-LOBBYING AMENDMENT**

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

2. If applicable, Contractor must sign and submit to the City the following certification:

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

_______________________________
Signature of Contractor’s Authorized Official

_______________________________
Name and Title of Contractor's Authorized Official

_______________ Date
G. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
   a. Competitively within a timeframe providing for compliance with the contract performance schedule;
   b. Meeting contract performance requirements; or
   c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

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

3.01 RESPONDENT’S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

The City may have indicated on the plans and specifications the existence of certain underground facilities that are known to the City department responsible for this Contract. It is the Contractor’s responsibility to fully comply with the Underground Utility Locate Law, Chapter 19.122 RCW. If the site conditions are “changed or differing” as defined by RCW 19.122.040(l), the Contractor may pursue the party responsible for not properly marking or identifying the underground facility. The Contractor agrees not to file any claim or legal action against the City (department responsible for this Contract) for said “changed or differing” conditions unless said City department is solely responsible for the delay or damages that the Contractor may have incurred.
3.04 TRENCH EXCAVATION BID ITEM
In the event that "trench excavation" in excess of four feet requires a safety system pursuant to Washington State law and safety shoring, sloping, sheeting, or bracing is used, a separate bid item should be set forth in the Proposal for this work. If a separate bid item is not set forth in the Proposal pages, said installed safety system shall be paid at $3.00 per lineal foot of trench, which unit price includes both sides of the trench.

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

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

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

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

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

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

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

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

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

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

3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

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

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

B. Prevailing Wages

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

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

1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,

2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid) and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.

3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the City prior to final Contract payment. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.
3.09 COPELAND ANTI-KICKBACK ACT

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

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

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

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

3.10 CHANGES

A. In Plans or Quantities

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

B. Extra Work

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

C. Extra Work - No Agreed Price

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

1. Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the Engineer administering the Contract;

2. The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;

3. Material, including sales taxes pertaining to materials;

4. Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;

5. Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;

6. The proportionate cost of premiums on bonds required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.

7. The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

Whenever any extra work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each day, report to the Engineer the amount of the labor and material used, and any other expense incurred in such extra work on the preceding day, and no claim for compensation for such extra work will be allowed unless such report shall have been made.
The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material, which, in the judgment of the Engineer administering the Contract, may properly be classified under items for which prices are established in the Contract.

D. Claims for Extra Work

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

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

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

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

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

3.13 FINAL PAYMENT

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

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

B. Provide the General Release to the City of Tacoma on the form set forth in these Contractdocuments;

C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;

D. File with the City Director of Finance, and with the Director of the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;

E. File with the City Director of Finance, on the state form to be provided, a statement from the State of Washington, Department of Labor and Industries, certifying that the prevailing wage requirements have been satisfied.

F. File with the City Director of Finance, on the state form to be provided, a statement of release from the Public Works Contracts Division of the State of Washington, Department of Labor and Industries, verifying that all industrial insurance and medical aid premiums have been paid.

If there is a fee assessed to the City for any certificate, release or other form required by law, the contractor agrees that the fee amount may be passed on to the Contractor and deducted from the monies paid to the Contractor.
3.14 **FAILURE TO COMPLETE THE WORK ON TIME**

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

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

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

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

3.15 **CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE**

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

3.16 **LIST OF SUBCONTRACTORS**

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

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

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

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

**YOUR ATTENTION IS PARTICULARLY CALLED** to the following forms, which must be executed in full before the bid is submitted:

1. **BID PROPOSAL:** The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.

2. **SIGNATURE PAGE:** To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

3. **SUSTAINABILITY:** To be filled in by the bidder.

4. **EIC UTILIZATION FORM:** To be filled in by the bidder.

5. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).

6. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).

7. **STATE SAFETY VIOLATIONS RECORD:** Submit a copy of the Contractor’s State Safety Violations Record for the last three years. To contact the Department of Labor and Industries, Public Records unit, send an email to publicrecords@LNI.wa.gov. Allow a minimum of three days for them to provide your requested information. The Department of Labor Industries, Public Records Unit phone number is 360-902-5556.

8. **RECORD OF PRIOR CONTRACTS:** To be filled in by the bidder.

**POST AWARD FORMS EXECUTED UPON AWARD:**

A. **CONTRACT:** Must be executed by the successful bidder.

B. **PAYMENT BOND TO THE CITY OF TACOMA:** Must be executed by the successful bidder and his/her surety company.
C. PERFORMANCE BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.

D. CERTIFICATE OF INSURANCE: Shall be submitted with all required endorsements.

E. GENERAL RELEASE.

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

2. SPECIAL NOTICE TO BIDDERS

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA

Not applicable

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

3. DESCRIPTION OF WORK

The general scope of this project is to gain access to the pump station building via a temp access road off of McMurray Rd NE and completely demolish the pump station building down to the slab on grade including the pump and motor and all other equipment and piping down to flush with the slab. (Note the building is completely constructed of concrete including the roof)
Dispose of all concrete, pump and motor and piping to a disposal or recycler that will take this type of material. Finally to remove the temp access road in preparation for site mitigation and planting. Site mitigation work to be done by the City of Tacoma.

4. CALENDAR OF EVENTS

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

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Bid Meeting</td>
<td>7/27/2021</td>
</tr>
<tr>
<td>Question Deadline</td>
<td>7/30/2021</td>
</tr>
<tr>
<td>City response to Questions</td>
<td>8/04/2021</td>
</tr>
<tr>
<td>Submittal Due Date</td>
<td>8/09/2021</td>
</tr>
<tr>
<td>Anticipated Award Date</td>
<td>8/16/2021</td>
</tr>
</tbody>
</table>

5. INQUIRIES

Questions and request for clarifications of the specifications may be submitted in writing by 3:00 p.m., Pacific Time, Friday, July 30, 2021, to Carly Fowler, Purchasing Division, via email to cfowler@cityoftacoma.org. No further questions will be accepted after this date and time. The City will not be responsible for unsuccessful submittal of questions.

Written answers to all questions submitted will be posted on the Purchasing website at www.TacomaPurchasing.org on or about Wednesday, August 4, 2021. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential. The answers are not typically considered an addendum.

5.1 Questions marked confidential will not be answered or included.

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

5.3 The answers are not typically considered an addendum.

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

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

6. PRE-BID MEETING

A pre-bid meeting will be held at the date and time specified in the calendar of events. A pre-bid meeting will be held at 10:00 a.m - 11:30 am, Tuesday, July 27, 2021, Please join my Zoom meeting:

https://zoom.us/j/99481147308?pwd=Q1NJcktUVUVUYWJLNNnVDJodkhxZz09
Meeting ID: 994 8114 7308
Passcode: 960758 One tap mobile
+12532158782,,99481147308#,,,,,*960758# US (Tacoma)
7. DISCLAIMER

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

8. DELIVERY

8.1 Hours of operation shall be Monday through Friday, 8:00 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.

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

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

The City reserves the right to let the contract to the lowest responsible bidder whose bid will be the most advantageous to the City, price and any other factors considered. In evaluating the Request for Bids Specification No. TW21-0530N
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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. PREVAILING WAGE RATES

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

The project site is located in Pierce County.

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

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

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

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

[https://secure.lni.wa.gov/wagelookup/](https://secure.lni.wa.gov/wagelookup/)

**REQUIRED FILINGS**

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

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.
Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, https://www.lni.wa.gov/ or by visiting their MY L&I account.

Work conducted within Tacoma city limits. State of Washington prevailing wages or City of Tacoma minimum wage rates, whichever are higher, must be paid. If City of Tacoma minimum wage rates are higher than state of Washington prevailing wage rates, City of Tacoma rates must be paid.

12. INSURANCE REQUIREMENTS

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.

GENERAL REQUIREMENTS

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

1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.

1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.

1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.

1.4. Insurance policies required under this Contract that name “City of Tacoma” as Additional Insured shall:

1.4.1. Be considered primary and non-contributory for all claims.

1.4.2. Contain a “Separation of Insured provision and a “Waiver of Subrogation” clause in favor of City of Tacoma.

1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.

1.6. Verification of coverage shall include:

1.6.1. An ACORD certificate or equivalent.
1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.

1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

1.7. Liability insurance policies, with the exception of Professional Liability and Workers’ Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.

1.7.1. No specific person or department should be identified as the additional insured.

1.7.2. All references on certificates of insurance and endorsements shall be listed as “City of Tacoma”.

1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the contractor.

1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.

1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.

1.10. Liability insurance policies shall be written on an “occurrence” form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security.

1.11. If coverage is approved and purchased on a “Claims-Made” basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.

1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.

1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.

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1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.

1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars ($25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.

1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.

1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.

1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).

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

1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

**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.
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.

REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

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

4.2 Commercial (Business) Automobile Liability Insurance

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

4.3 Workers’ Compensation

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

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

4.5 Pollution Liability Insurance

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

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

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

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

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

4.6 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.

13. INSPECTION

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

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

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

15. COMPLIANCE WITH SPECIFICATIONS

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

16. MATERIALS AND WORKMANSHIP

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

17. 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

18. 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.
EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation form contained in the bid submittal package:

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

It is the bidder’s responsibility to insure that the EIC-eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the State of Washington’s Office of Minority and Women Business Enterprises (OMWBE) at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday or the OMWBE Office. Please refer to the City of Tacoma EIC Provisions included elsewhere in these Special Provisions.

<table>
<thead>
<tr>
<th>Equity in Contracting Requirements</th>
<th>Minority Business Enterprise Requirement</th>
<th>Women Business Enterprise Requirement</th>
<th>Small Business Enterprise Requirement</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>5%</td>
<td>1%</td>
<td>0%</td>
</tr>
</tbody>
</table>

A list of EIC-eligible companies is available on the following web site addresses:

www.omwbe.diversitycompliance.com*

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE EIC UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 1.07

CCD/SBE: TW21-0503N
Date of Record: 06/02/2021

*For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.
CITY OF TACOMA
FINANCE/PURCHASING DIVISION

SPECIAL NOTICE TO BIDDERS

Equity in Contracting – EIC

Equity in Contracting (EIC) forms and attachments must be fully and accurately completed and returned at the time of Bids. Failure to do so may result in the proposal being considered nonresponsive. These forms will be used to determine if the firm complies with Tacoma Municipal Code Chapter 1.07 and State Law.

Vendors for public works and improvement-type projects are required to be inclusive of Minority Owned Business Enterprises, Women-Owned Business Enterprises, and Small Business Enterprises. The criteria for determining whether inclusion has been made are set forth in the City’s EIC regulations. Vendors are also subject to the City’s EIC ordinance and regulations pertaining to having an Equal Employment Opportunity policy prohibiting discrimination. Bids will be evaluated on an individual basis to determine compliance with this section. The EIC Utilization Form, when required, should accompany your submittal. Contact the EIC Office at (253) 591-5075 if there are questions about this requirement.

Either the firm submitting the bid or the firms they plan to subcontract with, if qualified, may meet the percent requirements listed on the EIC Requirement Form.

Bidders unable to meet the percent requirements shall submit an Application of Waiver of EIC Requirements, the Equity in Contracting Utilization Form, and any required attachments with the Bid in accordance with the Equity in Contracting Regulations.

FAILURE TO COMPLETE AND SUBMIT EIC FORMS WITH THE BID SUBMITTAL PACKAGE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE AND REJECTED.
It is the bidder’s responsibility to insure that their firm (if EIC-eligible) and/or eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the City of Tacoma or the State of Washington’s Office of Minority and Women Business Enterprises at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday.

All SBE goals may be met by using DBEs or SBEs from the OMWBE list or the City of Tacoma SBE list.

A list of EIC-certified companies is available on the following web site addresses:
www.cityoftacoma.org/sbe
www.omwbe.diversitycompliance.com – From this list, be sure check for certified MBE, WBE, MWBE, and SBE companies located in Pierce, King, Lewis, Mason, and Grays Harbor counties.

*After December 31, 2020, the list of EIC eligible firms may only be accessed at www.omwbe.diversitycompliance.com
Application for Waiver of EIC Requirements

Section 1: Basic Information

Contractor's Name:

<table>
<thead>
<tr>
<th>EIC Requirements</th>
<th>MBE %</th>
<th>WBE %</th>
<th>SBE %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City, State, ZIP Code:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact E-mail Address:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Telephone No.:</td>
<td></td>
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</tr>
</tbody>
</table>

Section 2: Type of EIC Waiver Requested

MBE Waiver: ☐ Total ☐ Partial If partial waiver, please enter the revised MBE percentage:

WBE Waiver: ☐ Total ☐ Partial If partial waiver, please enter the revised WBE percentage:

SBE Waiver: ☐ Total ☐ Partial If partial waiver, please enter the revised SBE percentage:

Please explain the reason for the waiver request:

Section 3: Supporting Documentation

Provide the following documentation as evidence of your efforts to meet the EIC requirements set forth in the contract and in support of your waiver application:

- **Attachment A.** List of the general circulation, trade and MWBE/SBE-oriented publications and dates of publications soliciting for certified MWBE/SBE participation as a subcontractor/supplier and copies of such solicitation.

- **Attachment B.** List of the certified MWBEs/SBEs appearing in the State of Washington Office of Minority and Women Business Enterprise (OMWBE) directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs/SBEs. Describe the specific reasons that responding certified MWBEs/SBEs were not selected.

- **Attachment C.** Descriptions of the contract documents/plans/specifications made available to certified MWBEs/SBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

- **Attachment D.** Description of the negotiations between the contractor and certified MWBEs/SBEs for the purposes of complying with the EIC requirements of this contract.

- **Attachment E.** Identify dates of any pre-bid, pre-award or other meetings attended by the contractor, if any, scheduled by the City of Tacoma with certified MWBEs/SBEs whom the City of Tacoma determined were capable of fulfilling the EIC requirements set in the contract.

- **Attachment F.** Other information deemed relevant to the request.

Section 4: Signature and Contract Information

By signing and submitting this form, the contractor or department certifies that a good faith effort has been made to promote MWBE/SBE participation pursuant to the EIC requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, non-responsiveness, and a suspension or termination of the contract.

Prepared by (signature): __________________________ Date: __________________________

Name and title of preparer (print): __________________________
Instructions for Completing and Submitting an Application for a Waiver of EIC Requirements

Section 1.07 of the Tacoma Municipal Code requires the City to set requirements for participation by Minority and Women-owned Business Enterprises (MWBE) and/or Small Business Enterprise (SBE) on many types of contracts. Prior to the contract award, separate goals are established for MBE, WBE, and SBE utilization, expressed as a percentage of payments made under the contract. The regulations allow the City to impose penalties if contractors fail to meet the requirements established for the contract and also allow the City to grant waivers of requirements, either prior to a contract award or after the award has been made, provided the contractor demonstrates an inability to solicit participation despite good faith efforts to that end. In order for a waiver to be granted, the contractor must submit a completed “Application for Waiver of EIC Requirements" form, along with the required supporting documentation.

Section 1: Basic Information

Enter the contractor’s name, address, federal identification number, and the contract number in the spaces provided. Enter the MBE, WBE, and SBE utilization goals set forth in the solicitation or assigned contract.

Section 2: Type of Waiver Request

Check the type(s) of waiver requested. You may request a total or partial waiver of the EIC requirements. If you request a partial waiver any requirement, enter the revised goal for participation in the box provided. Use the space provided to provide a rationale for your waiver request. Consult the EIC Regulations Manual for the acceptable reasons waivers may be provided. You may attach additional sheets, if necessary.

Section 3: Supporting Documentation

Extensive documentation is required to demonstrate good faith efforts to comply with the EIC requirements. See the form for details on the required documentation.

Section 4: Signature and Contact Information

The waiver application must be signed by someone authorized to discuss the waiver with the Equity in Contracting office and Procurement. By signing the waiver application, the contractor certifies that a good faith effort has been made to promote MWBE/SBE participation pursuant to the EIC requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of non-compliance, non-responsibility, non-responsiveness, and a suspension or termination of the contract.

Note: Unless total waivers for all three of the MBE, WBE, and SBE participation have been granted, the contractor is required to submit all reports and documents – including compliance reports – pursuant to the provisions set forth in the contract, to evidence compliance with the requirements.
City of Tacoma

Equity In Contracting Program Regulations
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Introduction
This document serves as the administrative manual for the Equity in Contracting policy that is described in Tacoma Municipal Code (TMC) Chapter 1.07.040(B). The manual will explain how compliance, monitoring, oversight, requirement-making, bid incentives, and enforcement actions will be administered. The document will be regularly updated. For any questions related to this document, please contact the Equity in Contracting (EIC) office at (253)591-5075 or SBEOffice@cityoftacoma.org.

Goals/Requirements on Contracts
A. Requirements
1. Public Work
   a. Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Small Business Enterprise (SBE) requirements are placed on all Public Work projects.
      i. MBE, WBE, and SBE requirements are mandatory. As such, any bidder that does not meet any requirement shall be considered non-responsive by the Equity in Contracting office.
      ii. If a bidder wishes to request a waiver, they must identify the request on the Equity in Contracting Waiver Request Form complete with the reason(s) why.
         1. Waiver types are listed under the “Waivers” section B.

Contractors are also subject to the City’s ordinances and regulations pertaining to having an affirmative action program and prohibiting discrimination. If needed, please contact the Equity in Contracting Office at 253-591-5075 for assistance. The list of City of Tacoma SBE subcontractors is available at https://cityoftacoma.org/cms/One.aspx?portalId=169&pageId=112505. The list of MBE, WBE, and SBE certified firms from the Washington State Office of Minority and Women Owned Business Enterprises (OMWBE) can be found at: https://omwbe.diversitycompliance.com/

All SBE goals may be met by using DBE’s or SBE’s from the OMWBE list or the City of Tacoma SBE list. Please contact the Equity in Contracting Office for questions or to verify a firm's status.

Contract Compliance
A. Benefits
The City of Tacoma must monitor compliance for all contracts that have requirements related to Equity in Contracting policies. Adequate monitoring allows the City to audit ongoing contracts for compliance, make necessary changes to the Equity in Contracting Regulations Manual based on real data, and proactively monitor any possible discrimination on City of Tacoma-funded contracts.

B. Requirements
1. All contracts that have requirements related to the Equity in Contracting policy must utilize two cloud-based software solutions:
   b. “LCP Tracker” for certified payroll compliance.
2. To access both systems, please use the following link: https://cityoftacoma.sbecompliance.com/?TN=cityoftacoma
3. For support using these software solutions, please contact the Equity in Contracting office at (253)591-5075.

C. Key Performance Indicators
1. B2GNow
   a. Ethnicity and Gender Summary
      i. Subcontractors Only
      ii. With Primes
   b. Prompt Payment Analysis
   c. Prime Contractor Performance on Active Contracts
   d. Contract Awards Summarized by Department
2. LCP Tracker
   a. Apprentice Hours
      i. By Trade
      ii. By Contractor
   b. Employment By Area
      i. Zip Code
      ii. Council Districts
   c. Employment By Ethnicity

Waivers
A. Benefits
There are times where the City may desire to waive a requirement from a contract. The following waivers, also identified in the Purchasing Policy Manual, give the City flexibility to waive requirements when the situation makes sense for it.

B. Requirements
1. Emergency
   a. Must be documented and requested by the department/division awarding the contract.
2. Not Practicable
   a. Must be documented and requested by the department/division awarding the contract.
3. Sole Source
   a. Must be confirmed by the Finance Purchasing Manager.
   b. Preliminary check to be made by Equity in Contracting division explicitly for potential MBEs, WBEs, and SBEs.
4. Government Purchasing
   a. Must be confirmed by the Finance Purchasing Manager.
5. Lack of Certified Contractors
   a. Must be documented and confirmed by the Equity in Contracting division.
   b. The division will look up the available contractors by scope of work from the OMWBE roster and/or WEBS.
   c. The list produced by this research shall be documented with other files for the contract in question.
   d. If there are not more than 3 available contractors, there will not be a requirement placed on the contract for that scope of work.
6. Best Interests of the City
   a. Must be documented and requested by the department/division awarding the contract.
C. Compliance
1. Waiver requests may be initiated by the contractor or the department owner.
   a. When initiated by the contractor, the “Application for EIC Requirement Waiver” must be submitted to the EIC office.
      i. The application will be reviewed by the office, and a determination will be made.
   b. When initiated by the department owner, a request must be made in writing to the EIC office.
2. The waivers will be reviewed in accordance with 1.07.060(C).

D. Key Performance Indicators
1. Total quantity of Waivers
   a. By type number
   b. Type 5 will also need to document the NAICS code referenced.

Version History
The version history is marked by day.month.year.version nomenclature. A higher version number denotes a more recent version. For example, a 1.1.2020.1 version would denote the first version made in January 1st of 2020. A 1.1.2020.3 version would denote the third version made on January 1st of 2020. When referencing a specific contract, be sure to note that the version of the administrative manual matches that which was in the bid specifications.

Current Version
3.11.2020.1

Previous Version(s)
2.21.2020.1
CHAPTER 1.07
EQUITY IN CONTRACTING

Sections:
1.07.010  Policy and purpose.
1.07.020  Definitions.
1.07.030  Discrimination prohibited.
1.07.040  Program administration.
1.07.050  Certification.
1.07.060  Program requirements.
1.07.070  Evaluation of submittals.
1.07.080  Contract compliance.
1.07.090  Program monitoring.
1.07.100  Enforcement.
1.07.110  Remedies.
1.07.120  Unlawful acts.
1.07.130  Severability.
1.07.140  Review of program.

1.07.010  Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works, there has been historical underutilization of small and minority-owned businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of narrowly tailored contracting requirements to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020  Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code ("TMC"), or unless the context in which they are used clearly indicates a different meaning.

A.  “Bid” means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

B.  “Bidder” means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”

C.  “City” means all Departments, Divisions and agencies of the City of Tacoma.

D.  “Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A “Contract” as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A “Contract” does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

E.  “Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.
F. “Goals” means the annual level of participation by MWBEs and SBEs in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

G. “MWBE Certified business” (or “MWBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department Program Manager.

H. “SBE Certified Business” (or “SBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Manager.

I. “SBE Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

J. “Program Regulations” shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

K. “Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

L. “Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

M. “Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

N. “Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

O. “Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

P. “Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public Works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

Q. “Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

R. “Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

S. “Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

T. “Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.


1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftsmen for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis 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 disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator’s ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the MWBE and SBE goals set forth herein. The Program Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The Program Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The Program Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.


1.07.050 Certification.

A. The Program Manager shall approve a business as a Certified Business if all of the following criteria are satisfied:

1. The business is certified as a SBE, MBE, WBE, or MWBE through the state of Washington’s Office of Minority & Women Business Enterprises; and

2. The company can demonstrate that it also meets at least one of the following additional requirements:
   a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
   b. The company’s business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
   c. When the work is performed outside of Pierce County, the company’s business offices may be located in an adjacent county in which the work is performed, or
   d. Such additional information as the Program Manager or designee may require.

When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals. The applicant may appeal any certification determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals. The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of MWBEs and SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of MWBEs and SBEs in City contracts shall be based on the number of qualified MWBEs and SBEs operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to MWBEs and SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application of Annual Goals to Contracts. The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.

B. Waivers. City departments/divisions or the Program Manager may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:

1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.

2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.

3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.

4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.

5. Lack of certified contractors: An insufficient number of qualified contractors exist to create utilization opportunities.

6. Best interests of the City: Waiver of goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

C. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the utilization requirements based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such requirements would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.


1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contracts shall be evaluated for attainment of the MWBE and SBE requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of MWBE and SBE usage and the calculation of MWBE or SBE requirements per this section shall include the following considerations:

1. General. The dollar value of the contract awarded by the City to a MWBE or SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.

2. Supplies. A public works and improvements contractor may receive credit toward attainment of the MWBE and/or SBE requirement(s) for expenditures for supplies obtained from an MWBE or SBE; provided such MWBE or SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the MWBE or SBE goal for the amount of the commission paid to a MWBE or SBE resulting from a supplies contract with the City; provided the MWBE or SBE performs a commercially useful function in the process.

3. Services and Public Works subcontracts. Any bid by a certified MWBE and/or SBE or a bidder that utilizes a certified MWBE and/or SBE shall receive credit toward requirement attainment based on the percentage of MWBE and/or SBE usage demonstrated in the bid. A contractor that utilizes an MWBE and/or SBE subcontractor to provide services or public works...
shall receive a credit toward the contractor’s attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements. MWBEs and/or SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. An MWBE and/or SBE firm may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.
   a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.
   b. Any bidder that does not meet the MWBE and/or SBE requirements shall be considered a non-responsible bidder unless the bidder receives a waiver from the Program Manager or C&A Board.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:
   a. Evaluation of solicitations for Architectural and Engineering (A&E) services;
   b. Evaluation and selection of submittals in response to requests for proposals; and
   c. Selection of contractors from pre-qualified roster(s).


1.07.080 Contract compliance.

A. The contractor awarded a contract based on MWBE or SBE participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize MWBE or SBEs projected to be used must be approved in advance by the Program Manager. Substitution of one MWBE or SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original MWBE or SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.

2. Where it is shown that no other MWBE or SBE is available as a substitute and that failure to secure participation by the MWBE or SBE identified in the solicitation is not the fault of the respondent, substitution with a non-MWBE or non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.

3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement MWBEs or SBEs, such contractor shall be deemed to be in non-compliance.

B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor’s utilization of MWBEs or SBEs, and shall include the right of the City to inspect such records.


1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document MWBE and SBE utilization
levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.


1.07.100 Enforcement.

The Director, or designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the Program Regulations.


1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the Program Manager, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:
1. Forfeit the contractor’s bid bond and/or performance bond;
2. Publish notice of the contractor’s noncompliance;
3. Cancel, terminate, or suspend the contractor’s contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City’s intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor’s development of a plan for compliance acceptable to the Director.


1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Review of program.

This chapter shall be in effect through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

19. SPECIAL PROVISIONS

19.01 PROJECT DESCRIPTION

The work to be performed under this specification consists of:

The general scope of this project is to gain access to the pump station building via a temporary access road off of McMurray Rd NE and completely demolish the pump station building down to the slab on grade including the pump and motor and all other equipment and piping down to flush with the slab. (Note the building is completely constructed of concrete including the roof) Dispose of all concrete, pump and motor and piping to a disposal or recycler that will take this type of material. Finally to remove the temporary access road in preparation for site mitigation and planting. Site mitigation work to be done by the City of Tacoma.

1. Install temporary access road from McMurray Rd to pump station building, per McMurray Pump Station Demolition Plan.pdf

2. Install Best Practice ESC around building demolition project site and parallel to the temporary access road (See attached drawings) on both sides of the road.

3. Removal of concrete structure down to, but not including slab-on-grade; prepare remaining slab by cutting protruding pipes/fasteners/rebar flush with slab. Remove any concrete structure protruding above the level of the slab. Includes disposal of materials at an approved landfill or recycler as deemed appropriate.

4. Remove and dispose of existing pump & motor to an approved steel recycler or approved disposal site.

5. Remove concrete slab at the area of the pump sump to expose the approximate 8’ (foot) deep sump and fill sump with crushed rock prior to burying the rest of the slab. (See attached drawings for existing building details)

   Note: Flat sections of the concrete building may be placed in the sump and filling the voids with gravel in small lifts and finish with a minimums of 4 inches of concrete to cap the sump.

6. Cut existing service power pole below grade, or remove the pole completely and dispose of pole at an approved disposal facility or landfill. Grade over existing stump or hole.

7. Obtain all Federal, State, County, and local authorities Permits:
   - Demolition and Waste Disposal permits
   - Storm Water Management Permit

   Note: Tacoma Water has already obtained a Critical Area Review from City of Tacoma Planning and Development (PDS/ACCELA)

8. Provide street sweeping and dust control as needed.

9. Provide flagging during equipment mobilization, debris loading & removal and de- mobilization.

10. Remove quarry spall temporary road, restore roadside gutter and grade site in preparation for site restoration. Not site restoration work to be completed by the City of Tacoma.
The Contractor shall comply with the Washington State law regarding prevailing wages. These rules apply to any contractor who does business with the City, including owner/operators. A Statement of Intent to Pay Prevailing Wages MUST be filed with the Washington Department of Labor & Industries upon award of contract. Any Affidavit of Wages Paid must be filed with the Washington Department of Labor & Industries upon job completion. Payments cannot be released by the City until certification of these filing are received. Additional information regarding these submittals can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335 or by visiting their website at: http://www.lni.wa.gov/TradesLicensing/PrevailingWage/default.asp.

19.02 PROJECT LOCATION

The McMurray Pump Station is located at 311 McMurray Rd NE, Tacoma, WA. Refer to the vicinity map in the McMurray PS Demo Plan.pdf included with these specifications.

19.03 EXISTING CONDITIONS

The building is locked, but this site is not secured and is available for drop in external viewing. A date and time of when the Tacoma Water personnel will be available on-site for questions will be given at the pre-bid meeting. Due to the nature of the work to be performed, bidders are required to visit the site prior to submitting a bid. The time and date when Tacoma Water crew’s will be available for a site visit will be available at the Pre-bid meeting. All bidders are responsible for examining the site and comparing it against the specifications and drawings and have a complete understanding of any potential difficulties with the execution of the proposed contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, special work conditions including work scheduled, obstacles and contingencies) before submitting their bid proposal. No allowance will be subsequently made by the City on behalf of the bidder by reason of any error or neglect on the bidder’s part for such uncertainties as aforesaid.

The site is located in an environmentally sensitive area and the Contractor shall be required to protect as much of the surrounding vegetation and specifically the possible creek/ravine to the northwest of the building from any and all damage, which may be caused from his/her operations.

A hazardous material survey/ analysis of the building, and appurtenances has indicated the presence of lead exceeding 1.0 mg/cm² on all of the tested painted surfaces. Asbestos has also be detected in trace amounts (less than 1%).

By entering into the contract, the Contractor represents that he/she is familiar with all the physical and local conditions affecting the project site.

Any information provided by the City to the Contractor relating to the existing conditions on, under, or adjacent to the project site including, but not limited to, information pertaining to hazardous material abatement and other conditions affecting the project site represents only the opinion of the City as to the location, character or quantity of such conditions and is provided only for the convenience of the Contractor.

The Contractor shall draw his own conclusions from such information and make such tests, reviews and analyses as deemed necessary to understand such conditions and to prepare
his proposal.

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

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

19.03 COMMENCEMENT, PROSECUTION AND COMPLETION - TIME CONSIDERATIONS

The Contractor will be required to complete the contract documents and to provide a surety bond within ten (10) calendar days after the award of the contract. The Contractor may begin the work to be performed, for the proposal items in the contract, after the City’s notification to commence is issued. Notification to commence work may be either by letter, or if no letter is issued, by agreement at the pre-construction meeting.

The Contractor shall complete all work by October 8, 2021. If the Contractor fails to complete the work within the established time period, the City will assess liquidated damages at $2,000 per day in accordance with Section 3.14 of the General Provisions modified herein.

The Contractor will not perform any work unless instructed to do so by the Engineer or his authorized representative.

19.04 CONTRACT WORK TIMES

Tacoma Municipal Noise Code

The ordinance limits construction hours from 7:00 a.m. to 9:00 p.m. on weekdays and from 9:00 a.m. to 9:00 p.m. on weekends and federal holidays.

Contract work times shall be Monday through Friday, sunrise to sunset. These contract work times shall exclude holidays, described in Section 2.13 of the General Provisions, or as otherwise approved by the City.

If the Contractor elects to work on a Saturday, Sunday, holiday, or longer than the designated contract work times, he may do so with the pre-approval of the Engineer.

19.05 QUALIFICATION OF CONTRACTOR

Only Contractors experienced in both commercial demolition, hazardous waste disposal/recycle and with a record of successful completion of jobs of similar scope will be considered. Bidders who have not completed a construction contract with Tacoma Water within the past five years must complete the Record of Prior Contracts form included in this
this specification and submit it with his/her bid proposal. Bidders must on this form present evidence that they have had experience in the kind of work to be performed and have the necessary capital to carry on the work expeditiously and in a manner satisfactory to Tacoma Water. Bids of inexperienced Contractors and those who have failed to properly perform other contracts may be rejected for such cause. The City shall be the sole judge of the bidder’s ability to meet the requirements of this paragraph.

The Contractor shall submit to the Engineer within ten (10) calendar days following execution of the contract documents a list of all subcontractors (if any) including each subcontractor’s address, telephone number, and contact person utilized on this project.

19.06 WORKMANSHIP

Work shall be performed in a workmanlike manner by craftsmen skilled in the particular trade according to best method known for each craft. Work shall be performed in accordance with the Engineer approved plans, specifications, manufacturers’ recommendations, and the best practices of the trade. Completed work shall present a neat and finished appearance.

19.07 ADDITIONAL INFORMATION

If any general information regarding this specification is needed, bidders may contact Carly Fowler by email at cfowler@cityoftacomag.org.

The City reserves the right to request additional information to ascertain acceptability prior to awarding the contract. Failure to supply requested information may be cause to reject the bid as non-responsive. If there is additional information or changes regarding these specifications, an addendum will be posted on the Purchasing website and those firms registered on the plan holder’s list will be notified via email.

NOTE: Addendums will not be prepared or sent for "Engineer Approved Equals" (see Section 19.13).

19.08 BID AND PERFORMANCE BOND

All bidders will be required to submit a bid bond with their bid in the amount of five-percent of the amount bid. The successful bidder will be required to provide a surety (performance) bond in the amount of one hundred percent of the total amount of their bid before any work can be performed. Bidder shall use the approved forms that are included in the specifications.

19.10 PROJECT ENGINEER / LEAD

The Project Engineer/Lead shall be herein referenced as “Engineer” in these specifications.

19.11 MEETINGS

Pre-Bid Meeting
All bidders are required to attend the Pre-Bid meeting.
Pre-Construction Meeting

Following the award of the contract, the Engineer will coordinate with the selected bidder the time and date of the pre-construction meeting to be held at the project location. Attendance is required by the Contractor, site superintendent and any sub-contractors involved with the work. The Engineer will notify the Contractor of all required site meetings during the pre-construction meeting.

19.12 PERMITS

The Contractor will be responsible for obtaining and paying for any and all permits required by Federal, State, County, and local authorities to perform any work activities including storage, generation, transportation, and disposal of hazardous materials and wastes and as set forth in Section 3.02.

It is the Contractor’s responsibility to obtain Storm Water Management Permit through the City of Tacoma

Note: Tacoma Water has obtained the permit to demolish the building and to build a temporary access road to enter the environmentally sensitive site to do the demolition work.

19.13 ENGINEER APPROVED EQUAL

When the statement “or approved equal” or “Engineer Approved Equal” is made on the drawing or in the Specification, it shall mean a like product of equal or better quality, suitability, reliability, performance, and dimension to the specified item or product. If the Engineer does not consider the proposed substitute item or product an approved equal or better, it may be rejected. The decision of the Engineer is final.

19.14 PREBID SUBMITTALS

In order for alternate equipment to be considered an “Engineer Approved Equal”, the Bidder shall make a pre-bid submittal.
When the Bidder chooses to offer an alternate item or product, he shall submit complete supporting technical and physical data, including drawings, diagrams, catalog cuts, manufacturer’s specification sheets, laboratory tests, photographs, samples, the address and phone number of the nearest representative, and any other information which will allow the Engineer to accurately evaluate the item or product as equal.

Substitutions and alternate equipment will be considered prior to the bid opening if the Bidder submits his request for substitution not less than five (5) working days prior to the date set for bid opening. Saturday, Sunday, and recognized holidays in accordance with Paragraph 2.13 of the General Provisions are excluded from the calculation of five (5) days. Approvals will be sent in writing only to those who have requested such approvals. An addendum listing such approvals will not be issued. Prospective Bidders may call the Engineer for a list of approvals.

Bidders who do not receive prior approvals in writing of “Engineer Approved Equals” must base their bids on the items specified.

19.15 TEMPORARY FACILITIES

Note: All utilities have been disconnected from this facility.

All temporary facilities described herein shall be provided by the Contractor. All temporary facilities shall meet applicable safety and health codes.

Temporary Toilets

The Contractor shall provide adequate chemical toilet facilities for all those connected with the work. The facility shall be located where directed when work is started and kept in sanitary condition. The facility shall be removed when directed and the premises shall be disinfected.

Temporary Electrical Light and Power

Power service is not available at this site. The Contractor shall provide any required power service.

Compressed Air

There is no compressed air service available at this site. The Contractor shall provide his own compressed air as required.

Water for Construction Purposes

Water service is not available for use by the Contractor at this site. Contractor shall provide water as needed.

19.16 MATERIALS

Unless otherwise indicated, provide all high quality, new, and unused materials, free from any defects, and suitable for the intended use. All materials shall be the best available for
the purpose intended as dictated by the best current Engineering practice. Materials shall be approved by Underwriters Labs (UL), American Society for Testing Materials (ASTM), Factory Mutual (FM), American Water Works Association (AWWA), and National Electrical Manufacturers Association (NEMA) wherever standards have been established by those organizations. All materials required and not listed herein to be furnished by the City shall be furnished by the Contractor.

19.17 DIVISION OF WORK

The Contractor shall furnish and pay for all necessary materials and shall provide all labor, tools, equipment, and perform all work incidental to the completion of this project as contemplated by this contract in accordance with the plans, specifications and the instructions of the Engineer.

19.18 DIFFERING SITE CONDITION/CHANGE ORDER

The Contractor shall promptly, and before conditions are disturbed, notify the Engineer or his field representative of problems with conditions at the site, or problems or conflicts in the plans or specifications. No claim by the Contractor under this differing site condition shall be allowed except as agreed upon in writing with the Engineer.

Whenever possible, the Contractor shall submit in advance and in writing a proposal for changes in the scope of the work and/or contract amount. This proposal shall be either accepted or rejected in writing prior to the work commencing.

When time is short, the Contractor shall notify the City that extra work is required or the City shall notify the Contractor that extra work is needed and at a minimum the Engineer shall issue a handwritten notice to proceed. In such cases, said handwritten notice will not be considered as agreement that such work is extra. Within seven (7) calendar days, the Contractor shall submit a written proposal for changes in the scope of work and/or contract amount.

19.19 CONSTRUCTION PROGRESS SCHEDULES

A. FORMAT
The Contractor shall prepare a generic schedule using an acceptable method of scheduling such as horizontal bar charts with a separate bar for each major feature of the work. The Contractor shall have his schedule available no later than the pre-construction meeting.

B. CONTENT
The schedule shall be activity-oriented showing as nearly as can be determined the starting and completion dates of each major feature of the work. Each sequence shall be shown with dates for beginning and completion.

C. SUBMITTALS
After review, if the Engineer requires changes, resubmit required revised data within ten (10) working days. Within twenty (20) working days of the date of the contract, the Contractor and the Engineer will reach an agreement on any and all adjustments and
modifications to the submitted schedule, which are warranted. The schedule, thus modified, will become part of the contract.

19.20 MEASUREMENT AND PAYMENT

The bid prices in the Proposal shall include all tools, equipment, heavy equipment, staging, containment systems, materials, labor, waste disposal, and any and all other items required to demolish the existing McMurray Pump Station building and power service pole as outlined in these specifications. Where these specifications do not specifically address payment for an aspect of the completion of the intended task, it shall be considered as incidental to the proposal items as listed.

Items of work to be completed or materials to be furnished or stated in the project specifications and having no special bid item in the Proposal shall be considered incidental to the contract and no separate payment will be made.

Payment for mobilization work is complete (Proposal Item 1) shall be a lump sum payment in accordance with the APWA Standard Specifications for Municipal Construction and shall include all labor, equipment, and materials to conduct preconstruction operations and for costs of preparatory work and operations.

Payment for the installation and removal of the Temporary Erosion Control System work is complete (Proposal Item 2) shall be a lump sum payment and shall include all labor, equipment, and materials necessary to perform the installation and removal of the Temporary Erosion Control System this and any and all other reasonable tasks to perform this type of work in accordance with all applicable rules and regulations.

Payment for the clearing and disposal of vegetation, excavation and installation of the temporary quarry spall access road work is complete (Proposal Item 3) shall be a lump sum payment and shall include all labor, equipment, and materials necessary to perform the installation of the temporary quarry spall road this and any and all other reasonable tasks to perform this type of work in accordance with all applicable rules and regulations.

Payment for the removal and disposal of the pump and motor work is complete (Proposal Item 4) shall be a lump sum payment and shall include all labor, equipment, and materials to perform the pump and motor removal including disposal to a facility that takes this type of material and any and all other reasonable tasks to perform this type of work in accordance with all applicable rules and regulations.

Payment for demolition and disposal (down to the slab on grade) of the steel reinforced concrete pump station building, including removal and disposal of all interior/exterior equipment, piping and electrical equipment work is complete (Proposal Item 5) shall be a lump sum payment and shall include all labor, equipment, and materials to perform this type of work in accordance with all applicable rules and regulations.

Payment for the removal of the slab over the pump sump and fill with crushed rock and/or sections of the concrete building work is complete (Proposal Item 6) shall be a lump sum payment and shall include all labor, equipment, and materials to perform this type of work in accordance with all applicable rules and regulations.

Payment for the removal of the power service pole to (below grade or complete removal)
work is complete (Proposal Item 7) shall be a lump sum payment and shall include all labor, equipment, and materials to perform this type of work in accordance with all applicable rules and regulations.

Payment for the removal of the temporary quarry spall road and grade in preparation of the permanent erosion control cover and plantings (permanent erosion control cover and plantings to be done by Tacoma Water) work is complete (Proposal Item 8) shall be a lump sum payment and shall include all labor, equipment, and materials to perform this type of work in accordance with all applicable rules and regulations.

Payment for Traffic Control and Flagging Services (Proposal Item 9) shall be a lump sum payment and shall include all labor, equipment, and materials to perform this type of work in accordance with all applicable rules and regulations.

Payment for demobilization (Proposal Item 10) shall be a lump sum payment in accordance with the APWA Standard Specifications for Municipal Construction and shall include all labor, equipment, and materials to return this site to its original pre-mobilization condition.

Payment for Street Cleaning Services (Proposal Item 11) shall be a lump sum payment and shall include all labor, equipment, and materials to perform this type of work in accordance with all applicable rules and regulations.

19.21 CLOSE-OUT PROCEDURES

The Contractor shall notify the Engineer in writing when all work or portions of the work are complete and ready for inspection. The Engineer will inspect the work and forward the results to the Contractor. The Contractor shall promptly correct any deficiencies noted.

NOTE: Retainage is released after the contract is closed out by the City.

19.22 DAMAGE TO MATERIALS AND ACCIDENTS

The Contractor shall assume all responsibility for damage to or loss of material or completed work until final acceptance of the contract by the Engineer. Payment will not be made for the following:

A. Waste streams disposed in a manner that has not been approved by the Inspector/Engineer.
B. Wastes improperly handled or improperly prepared for shipment.
C. Waste containers lost, damaged, dropped, or otherwise destroyed during transport.
D. Waste containers or product containers damaged, broken, vandalized, or otherwise destroyed by non-contract employees.
E. Waste streams disposed at an unapproved or unsanctioned facility.
F. Clean up costs for any contamination caused as a result of the Contractor’s activities that taint otherwise clean properties.
G. Other Contractor negligence.
19.23 DELIVERY, STORAGE AND HANDLING

Deliver materials to job site in original, new, and unopened packages and containers bearing manufacturer’s name, name of material, color name and number, thinning, and application instructions. Store material not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue. Store and mix materials in a safe manner. Comply with City, County, and State regulations and codes.

19.24 GUARANTEE

Any defect in workmanship or materials in this project during the first year after acceptance shall be promptly remedied by the Contractor at no expense to the City.

See Section 2.08 of the General Provisions.

20. TECHNICAL PROVISIONS

20.00 PROJECT SCOPE:

The general scope of this project is to gain access to the pump station building via a temp access road off of McMurray Rd NE, completely demolish the pump station building down to the slab on grade including the pump and motor and all other equipment and piping down to flush with the slab. (Note the building is completely constructed of concrete including the roof.) Dispose/recycle of all concrete, pump and motor and piping to a disposal or recycler that is permitted to accept this type of material. Finally to remove the temp access road in preparation for site mitigation and planting. Work to be done by included as part of this bid.

1. Install temporary access road from McMurray Rd to pump station building, per McMurray Pump Station Demolition

2. Install Best Practice ESC around building demolition project site and parallel to the temporary access road (See attached drawings) on both sides of the road.

3. Removal of concrete structure down to, but not including slab-on-grade; prepare remaining slab by cutting protruding pipes/fasteners/rebar flush with slab. Remove any concrete structure protruding above the level of the slab. Includes disposal of materials at an approved landfill or recycler as deemed appropriate

4. Remove and dispose of existing pump & motor to an approved steel recycler or approved disposal site.

5. Remove concrete slab at the pump sump to expose the approximate 8’ (foot) deep sump and fill sump with crushed rock and cap with a minimum 4 inches of concrete prior to burying the rest of the slab. (See attached drawings for existing building details)

   Note: Flat sections of the concrete building may be neatly placed in the sump and filling the voids with gravel in small lifts and finish with a minimums of 4 inches of concrete to cap the infilled sump.
6. Cut existing service power pole below grade or remove pole completely and dispose of pole at an approved disposal facility or landfill. Grade over existing stump or hole.

7. Obtain all permits from Federal, State, County or local authorities as required.
   - Demolition and Waste Disposal Permits
   - Storm Water Management Permit

   Note: Tacoma Water has already obtained a Critical Area Review from the City of Tacoma Planning and Development (PDS/ACCELA). See attached.

8. Provide street sweeping and dust control as needed.

9. Provide flagging during equipment mobilization, debris loading & removal and de-mobilization.

10. Remove quarry spall temporary road, restore roadside gutter and grade site in preparation for site restoration.
11. Remove quarry spall temporary road, restore roadside gutter and grade site in preparation for site restoration. Site restoration work to be completed by the City of Tacoma.

20.01 CONDITIONS BASED ON MEANS OF REMOVAL
For all conditions of removal, the Contractor is responsible for providing protections for environmental hazards and spills as well as fire protection as needed.

Waste characterization and selected disposal landfill or recycler will be approved by Inspector/Project Manager prior to any waste material removal from the site.

Waste disposal receipts will be required of proof for proper disposal and recycling of demolition waste.

20.02 PROJECT LOCATION
McMurray Pump Station is located at 243 McMurray Rd NE, Tacoma Wa.

20.03 SITE ACCESS
Access to the property is from McMurray Rd NE. The pump station and appurtenances to be demolished does not have direct access. A temporary quarry spall road will need to be installed in order to get equipment to the demolition site.

20.04 PROPERTY PRESERVATION
1. Tacoma Public Utilities has obtained a permit from the City of Tacoma to demolish the building down to the slab on grade and to remove the power service pole. The contractor will be responsible for securing all other required permits and notifications triggered under the scope of this contract.

2. The pump station is located in an environmentally sensitive area therefore a limited number of trees shall be removed, preferably no trees will need to be removed when installing the temporary access road.

3. Disposal of tree’s and/or vegetation removed, for any reason, during the demolition and removal process shall be the responsibility of the contractor.

4. Tree’s excessively damaged from the excavation for the temporary road and the demolition of the building shall be cut down and removed by the contractor after receipt of approval from the Engineer.

20.05 EXISTING CONDITIONS
Due to the nature of the work, bidders are encouraged to visit the site prior to submitting a bid. The bidder agrees to be responsible for examining the site and comparing it with the specifications and contract drawings, to be satisfied as to the site access conditions and possible difficulties that may arise. The bidder shall draw his own conclusions from this site visit and shall make such tests, reviews and analyses as deemed necessary to prepare a proposal.
20.06 PUMP STATION BUILDING SPECIFICATIONS

The pump station building is constructed with reinforced steel concrete, including the roof. See attached drawings 4-43-01 thru 45-43-03 & 16-28-01 & 16-28-02. The interior and exterior coating tested positive for lead and the interior coating tested positive for asbestos. See attached McMurray Pump House-Regulated Building Material Survey-ERM.12.4.20.pdf

20.07 Concrete Pump Station Building Demolition

The reinforced concrete structure, roof and walls, is to be demolished using mechanical methods only including machinery designed to break apart or crush concrete and cut steel rebar. Note: Explosives of any kind will not be allowed.

The building roof and walls are to be removed down to flush with the concrete slab on grade.

Following the removal of the existing pump and motor, all steel piping is to be cut flush with the concrete slab on grade, then welding a ¼ inch thick steel plate to the open end of the steel pipe and finally coating the exterior steel plate with an approved coating to protect the steel from the elements.

Any concrete that extends above the level of the slab shall be removed to flush with the slab on grade.

All work for this section to be competed to the satisfaction of the Inspector/Engineer. Note: All power and water services have been disconnected.

20.08 Building Pump Sump In-Fill

The concrete slab over the pump sump shall be opened up to allow the in-fill of the sump with crushed rock to a level of a minimum of 4 inches of the finished grade of the slab on grade.

Care must be taken to insure the expanded hole in the slab does not become a hazard for on-site crews or others,

During the in-fill process mechanically or vibratory settling must be used to insure prevention of voids in the in-fill of the sump.

Note: Water settling will not be allowed.

Cap the final 4 inches of the in-fill with concrete flush with the finished level of the slab.

Note: Flat sections of concrete from the demolished concrete building may be used to infill the sump. The flat concrete sections shall be neatly placed in the sump in small lifts and backfilling with crushed rock to fill voids between the concrete pieces. Cap the backfilled sump with a minimum of 4 inches of concrete.
20.10 Exterior Conduit and Power Service Pole Removal

Expose all exterior conduit to a depth that will allow cutting and burying the conduit to a depth of 6 inches below grade.

Expose the base of the power service pole to a depth that will allow the safe cutting down of the pole and to bury the base to a depth of 6 inches below grade.

The alternative to remove the pole is to pull the power service pole from the ground and backfill the hole left behind to finish grade.

20.10 Exterior Conduit and Power Service Pole Removal (continued)

Dispose of all conduit, wiring and power service pole to a disposal/recycle facility that accepts this type of material.

20.11 SPECIAL CONTRACTOR REQUIREMENTS

1. The Contractor is required to obtain all oversize load permits and to provide for all lead and trailing cars as required.

2. All traffic violations and infractions the contractor and/or its drivers are the responsibility of the contractor.

3. Waste characterization and selected disposal landfill or recycler will be approved by Tacoma Water Project Manager prior to any waste material removal from the site.

4. Waste disposal receipts will be required of proof for proper disposal and recycling of demolition waste.

5. Provide street sweeping and dust control as needed.

6. Provide Traffic Control as required. Submit Traffic Control plans to the Project Manager for approval prior to start of demolition. Note: Letter to proceed will not be given until Traffic Control Plan has been approved.

   Contractor will maintain all waste management related characterization, storage, and disposal paperwork, maintain all agency required permit, plan, inspection, and notification paperwork, and all agency related communication. A copy of all noted documents will be provided to the Engineer/Project Manager as an element of the project completion file.

7. Burning will not be allowed at the project site.

8. All demolition debris will be removed from the project site and disposed of at a facility that takes this kind of material. Demolition debris will not be allowed to be buried on site.

9. The Contractor will be responsible for providing fire protection.
20.12 Geotechnical Advisory Comments

1. The slopes appear to be moderate in nature. The temporary access way alignment proposed is consistent with construction along a moderate slope.

2. Erosion control measures must be outlined to prevent impacts to the adjacent slopes and the ravine to the northwest of the property.

3. Note: Permanent erosion control to be completed by the City of Tacoma and will not be part of this contract.

20.13 Hazardous Materials Report:

Note: See Attached- McMurray Station RBMS Summary Memo_02.12.2021.pdf for the complete report.

At least ten (10) working days prior to building demolition, the contractor will be required to submit a dual-purpose asbestos/demolition notification to PSCAA as part of this contract. The Contractor will need to post the notification number and the results of the asbestos survey at the job site for the duration of the demolition project. PSCAA does not consider ACM removed from the building a regulated waste.

The structure contains paint that is considered to be both LCP and LBP; therefore, the handling of these materials are regulated under Federal OSHA and Washington state regulations with regard to personnel safety. Under the federal and state regulations, at a minimum site management would include:

- Notify demolition workers that LCP and LBP are present and require them to comply with the OSHA Lead in Construction Standard and WAC 296-155-176.
- Implement protective measures for demolition workers, which may include additional personal protective equipment.
- Perform air monitoring on employees during work in areas with LCP and LBP.
- Verify that workers performing demolition are trained in accordance with WAC 296-15517625.
- Remove loose or flaking LBP, if present, from the ground and within the structure for proper waste collection, storage, characterization, and disposal prior to demolition.

Further, due to the presence of LBP in the structure, testing of debris resulting from demolition of the building to determine if lead concentrations exceed dangerous waste thresholds and require management as a dangerous waste will be required.

20.14 POLLUTION CONTROLS

The Successful Bidder shall implement all pollution control measures required by law and/or called out in the McMurray Station RBMS Summary Memo_02.12.2021

20.15 EROSION CONTROL AND WATER POLLUTION CONTROL:

Note: The Contractor shall be responsible for all temporary erosion control and water management measures during construction and until the Notice of Termination is issued to meet all federal, state, local and permit requirements.

This Work shall consist of furnishing and implementing all Storm water Pollution
Prevention Plan (SWPPP), installing/maintaining/removing/disposing of Temporary Erosion and Sediment Control (TESC), Best Management Practices (BMPs) and Water Management measures in accordance with the City of Tacoma NPDES Storm water Permit Storm water Management Plan and as directed by the Engineer. The Contractor shall be responsible for all temporary erosion control and water management measures during construction and until the Notice of Termination is issued to meet all federal, state, local and permit requirements. Furthermore, the Contractor shall be responsible for removal and disposal of all high visibility fence and silt fence. All storm water management systems, silt curtain, and TESC BMPs shall remain in place until revegetation has been completed.

Note: This work does not include revegetation of areas disturbed during construction activities areas impacted by construction. Revegetation work to be done by the City of Tacoma. Revegetation work to be done by the City of Tacoma.

20.16 CODES, LAWS, REGULATIONS, AND PERMITS:

The publications listed below, at a minimum, shall be followed for removal of lead bearing or lead-based paint (LBP) and as well as chromium and other hazardous materials or wastes contained within the coatings to be removed.

A. CODE OF FEDERAL REGULATIONS:

29 CFR 1910 Occupational Health and Safety Standards 29

CFR 1926 Safety and Health Standards for Construction

49 CFR 171 through 180 Hazardous Materials Transportation (HM 181) 40

CFR Environmental Protection

B. CODES, LAWS, REGULATIONS, AND PERMITS:


C. WASHINGTON ADMINISTRATIVE CODE (WAC):


WAC 296-841 Washington State Department of Labor and Industries, Respiratory Protection

WAC 173-303 Washington State Department of Ecology Dangerous Waste Regulations

Request for Bids
Template Revised: 11/24/2020

Specification No. TW21-0530N
20.17 SPECIAL REQUIREMENTS:

1. The Successful Bidder shall keep the surface of the streets affected by its work, in a clean and safe condition around the project site. The Successful Bidder shall sprinkle with water or otherwise treat the site surface and surrounding area being used by the contractor (i.e. street, right-of-way, etc.) sufficiently to keep down any dust generated during the progress of work. Successful Bidder must remove all piles of dirt or debris.

2. There shall be NO fires of any kind or burning of any debris.

3. **Tacoma Municipal Noise Code**
   
The ordinance limits construction hours from 7:00 a.m. to 9:00 p.m. on weekdays and from 9:00 a.m. to 9:00 p.m. on weekends and federal holidays.

4. Contract work times shall be Monday through Friday, sunrise to sunset. These contract work times shall exclude holidays, described in Section 2.13 of the General Provisions, or as otherwise approved by the City.

   If the Contractor elects to work on a Saturday, Sunday, holiday, or longer than the designated contract work times, he may do so with the pre-approval of the Engineer.
APPENDIX A

DRAWINGS

REPORTS

PHOTOGRAPHS/PERMITS

McMurray Pump Station Demolition Plan Set

Existing Pump House Plan/Equipment

Existing Pump House Building

Existing Pump House – Sump

Existing Pump House Foundation and Piping

ERM-McMurray Station RBMS Summary Memo 2.12.21
(Regulated Materials Survey Analysis Report)

LU20-0186 McMurray Pump Station Demolition and
Conditions (Tacoma Planning and Development Services
Permit)
Existing Pump House plan/equipment
MCMURRAY PUMP STATION DEMOLITION PLAN SET
INTRODUCTION

ERM-West, Inc. (ERM) prepared this memorandum for Tacoma Public Utilities to summarize the results of the regulated building materials survey (RBMS) conducted at the McMurray Pump Station property located at 221 McMurray Road NE in Tacoma, Washington (Site) in accordance with our proposal dated 23 July 2020. The RBMS was completed to identify regulated building materials associated with the pump station building that may require special handling or disposal procedures or notifications prior to demolition of the building. The pump station is an 80-square-foot concrete building, constructed in 1929, that is painted inside and out and has a roof with a tar-based sealant.

The RBMS was performed by Pacific Rim Environmental, Inc. (PacRim) under ERM supervision and included the following:

- Sampling and testing of suspect asbestos-containing materials (ACM)
- Sampling and testing of suspect lead-containing paint (LCP) and lead-based paint (LBP)
- Visual assessment to identify mercury-containing light tubes and lamps, and universal waste
- Surface wipe sampling for mercury and polychlorinated biphenyls (PCBs)

The survey was performed by PacRim’s Tyler Sadler on 5 January 2021. Mr. Sadler is an AHERA-Certified Asbestos Building Inspector and Washington Department of Commerce-Certified Lead Risk Assessor. ERM representative Madeline Eng was present to oversee survey activities.

This survey was limited to inspecting and sampling accessible building materials. Most areas in the Site building were accessible; however, a few areas were obscured by piping, panels, or boarded-up openings. Therefore, hidden ACM, LBP, mercury, or PCBs may exist in the structure and materials uncovered during the course of demolition, renovation, or maintenance activities that were not identified in PacRim’s inspection report must be presumed to contain asbestos until proven otherwise through sampling and analysis. Quantities presented in this report are estimates only. Contractors must verify quantities at the Site.

Laboratory results for the samples collected at the McMurray Pump Station are summarized below and detailed in PacRim’s report included as Attachment A.
FINDINGS

Asbestos-Containing Materials

PacRim collected 12 bulk building material samples from the McMurray Pump Station to be analyzed for asbestos content. Details regarding sample locations and analytical results are included in PacRim’s report (Attachment A).

Two of the 12 samples analyzed contained trace amounts of asbestos (i.e., less than 1% tremolite). The sampled area comprised approximately 300 square feet of painted coatings on the interior walls and ceiling. No sampled materials were found to contain greater than 1% asbestos.

The U.S. Environmental Protection Agency (USEPA) National Emission Standards for Hazardous Air Pollutants (NESHAPs) requires removal of “Regulated Asbestos-Containing Material” (RACM) from buildings that will be impacted by demolition/renovation activities (i.e., concentrations greater than 1%). The federal Occupational Safety and Health Administration (OSHA) regulates worker protection whenever materials containing any detectable levels of asbestos are to be disturbed. Because these materials contain trace amounts of asbestos (i.e., <1%), the handling of these materials would be regulated under OSHA. However for disposal purposes, Puget Sound Clean Air Agency (PSCAA), the local air authority for Pierce County, considers materials containing less than 1% asbestos to not be a regulated waste.

PSCAA requires the submission of a dual-purpose asbestos/demolition notification at least 10 business days prior to demolishing the building. Following submission of the notification, PSCAA will issue a notification number that is required to be posted at the job site along with the results of the asbestos survey showing less than 1% asbestos. Building demolition cannot begin until after the notification number is issued.

To assure compliance with federal, state, and local regulations, ERM recommends that all ACM that will be impacted by renovation or demolition activities be removed from the building prior to activities that would disturb them. Disturbance or removal of ACM must be performed by a registered asbestos abatement contractor in accordance with regulations regarding asbestos work. Other materials with similar color and texture as the ACM identified in PacRim’s report shall be considered asbestos-containing until proven otherwise. If other suspect materials not previously tested are uncovered during renovation or demolition activities, ERM recommends that those materials be assumed to contain asbestos or sampled accordingly.

Lead-Containing Paint

PacRim screened 24 locations on the interior and exterior painted surfaces of the McMurray Pump Station for lead with an X-ray fluorescence (XRF) metal analyzer. Details regarding sample locations and results are included in Attachment A.

Eight of the 24 locations screened identified LBP concentrations at or above the USEPA/U.S. Department of Housing and Urban Development (HUD) standard of 1.0 milligram per square centimeter or 5,000 parts per million. Paint that contains any detectable amount of lead is classified by federal and state regulations as LCP. LBP is defined as paint containing concentrations of lead by weight at or above the USEPA/HUD standard. The eight locations
identified in this survey are all considered to be LCP and LBP. These areas with LCP and LBP included paint on the concrete interior walls, wood window frames, wood window sills, metal electrical box, concrete interior ceiling, and concrete exterior soffit.

Any detectable level of lead in paint triggers federal OSHA and Washington State Department of Labor and Industries regulations because neither agency has established a concentration of lead in paint below which the OSHA Lead in Construction Standard does not apply.

Federal and state regulations require that Site management advise demolition workers that LCP and LBP are present and require them to comply with the OSHA Lead in Construction Standard (Title 29 of the Code of Federal Regulations Part 1926.62) and Washington Administrative Code (WAC) 296-155-176 while performing construction work that will impact painted surfaces. The WAC states that if lead is detectable in the workplace in any quantity, initial air monitoring must be performed on employees doing demolition, renovation, or remodeling work in areas found to have materials containing lead. In addition, the workers performing demolition must be trained on the hazards of lead in paint in accordance with WAC 296-155-17625.

Further, due to the presence of LBP in the structure, Washington State Department of Ecology (Ecology) requires testing of debris resulting from demolition of the building to determine if lead concentrations exceed dangerous waste thresholds and must be managed as a dangerous waste.

**Mercury**

No equipment or building materials suspected of containing mercury were identified.

**PCBs**

No equipment or building materials suspected of containing PCBs were identified.

**Universal Waste**

No equipment or building materials suspected of being classified as universal waste were identified.

**CONCLUSION**

ERM completed a RBMS of the McMurray Pump House to identify regulated building materials that may require special handling or disposal procedures or notifications prior to building demolition of the. ERM subcontracted PacRim to collect and analyze building materials for ACM and LBP and to complete a visual assessment for mercury, PCBs, and universal wastes.

PacRim collected and analyzed 12 building material samples for asbestos and identified two samples containing trace amounts of asbestos (less than 1%). Materials with containing less than 1% asbestos do not require abatement prior to building demolition; however, the presence of trace amounts of asbestos requires handling of these materials in accordance with OSHA worker protection regulations.

This includes implementing best practices during demolition by keeping materials with trace amounts of asbestos well wetted to prevent visible dust from being released. It is also good
practice to provide the demolition crew with 2-hour asbestos awareness training targeted at hazards associated with the Site demolition project (i.e., minimizing dust generation and avoiding dust inhalation).

At least ten business days prior to building demolition, TPU must submit a dual-purpose asbestos/demolition notification to PSCAA. TPU will need to post the notification number and the results of the asbestos survey at the job site for the duration of the demolition project. PSCAA does not consider ACM removed from the building a regulated waste.

PacRim also screened 24 locations for lead in paint and identified eight locations with lead concentrations at or above the USEPA/HUD standards. These areas included paint on the concrete interior walls, wood window frames, wood window sills, metal electrical box, concrete interior ceiling, and concrete exterior soffit. The paint at these eight locations are considered to be both LCP and LBP; therefore, the handling of these materials are regulated under Federal OSHA and Washington state regulations with regard to personnel safety. Under the federal and state regulations, Site management would need to:

- Notify demolition workers that LCP and LBP are present and require them to comply with the OSHA Lead in Construction Standard and WAC 296-155-176.
- Implement protective measures for demolition workers, which may include additional personal protective equipment.
- Perform air monitoring on employees during work in areas with LCP and LBP.
- Verify that workers performing demolition are trained in accordance with WAC 296-155-17625.
- Remove loose or flaking LBP, if present, from the ground prior to demolition.

Further, due to the presence of LBP in the structure, Ecology requires testing of debris resulting from demolition of the building to determine if lead concentrations exceed dangerous waste thresholds and require management as a dangerous waste.

No equipment suspected of containing mercury, PCBs, or universal waste were identified during the RBMS.
Regulated Building Materials Survey
TPU Pump House
211 McMurry Road NE
Tacoma, WA

Performed for:
ERM
1218 3rd Avenue, Suite 1412
Seattle, WA 98101

Prepared By: Melanie Sandefur
Project Administrator
PacRim

Sr. Review By: Allison Lewis
AHERA Accredited BI
PacRim

Date Finalized: 1/12/2021
PacRim#: 17040
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Appendix A: Asbestos Sample Summary Table & Asbestos Inspection Summary
Appendix B: Bulk Sample Analysis Report
Appendix C: Sample Location Drawing
Appendix D: WA State Guidelines for Less than 1% Asbestos Material
Appendix E: Lead-Based Paint (XRF) Data Sheets
Appendix F: XRF Performance Characteristic Sheet
Appendix G: Universal Waste Rule WAC 173-303-573
Appendix H: Inspector/Laboratory Certifications

QAQC Review By: [Signature] Date Reviewed: [Signature]
Section 1.0 Scope of Work
TPU Pump House | 211 McMurray Road NE, Tacoma, WA

On January 5th, 2021 Tyler Sadler, an AHERA Accredited Building Inspector for Pacific Rim Environmental, Inc. (PacRim), performed a regulated building material survey at the subject properties described below.

Site: 211 McMurray Road NE, Tacoma, WA: 80 SF concrete single-story structure

Limitations: No report or field limitations noted. Structure scheduled for demolition.

Field inspection, data collection, and report generation were performed according to the following Scope of Work:

Asbestos-Containing Materials (ACM)
1. Bulk sampling and analysis of suspect asbestos-containing materials (ACM).
2. Analysis of suspect ACM by a NVLAP accredited laboratory.
3. Quantity estimates of ACM.
4. Written report including recommendations based on the technician’s observations, abatement (removal) cost estimates (under separate cover, if applicable), sample descriptions, and sample location.

Lead-Based Paints (LBP)
6. Perform limited screening of suspect lead-based paints.
7. Written report including: Sample descriptions, conditions, locations, analytical results, and recommendations.

Universal Waste Inventory
8. Inspect and inventory lights and equipment to identify fixture and lamp type to determine presence of PCB and/or mercury.
DEFINITIONS:

Surfacing: Materials; which are either spray-applied or troweled-on for acoustical, decorative or fireproofing purposes.

Thermal System Insulation (TSI): Insulating materials used to inhibit heat transfer or to prevent condensation on pipes, boilers, tanks, ducts and various other components.

Miscellaneous: All other materials not included in the above categories such as floor tile, ceiling tile, roofing felt, cementitious materials, wallboard systems and products such as caulking, mastics and putties.

Homogeneous Material: For the purposes of this report; Homogeneous Material is defined as an area of surfacing material, thermal system insulation, or miscellaneous material that is uniform in color, texture and application. When materials are determined to be Homogeneous by the on-site AHERA Accredited Building Inspector; although laboratory results may vary, in accordance with AHERA regulations, if any of the samples in a Homogeneous Material Sample Set are found to contain asbestos, then all materials in the Sample Set must be considered to contain asbestos.

HM#: Homogeneous Material Number indicates which Homogeneous Material Sample Set that the collected sample belongs to.

Homogeneous Area: For the purposes of this report; Homogeneous Area is defined as a summary of all areas where a Homogeneous Material was identified within the Project Scope.

PURPOSE:

The survey was intended to identify possible asbestos-containing materials (ACM) on the interior and exterior of the building. This inspection covered only those areas, which were exposed and/or physically accessible to the inspector. Materials uncovered during the course of demolition, renovation, or maintenance activities that are not identified in this inspection report must be presumed to contain asbestos until PLM analysis proves that this material is not asbestos-containing.

This survey is not intended for, nor should be used as a design specification. The Asbestos in Schools Hazard Amendment and Reauthorization Act (ASHARA), effective November 20, 1990, expanded accreditation requirements to apply to persons who work with asbestos in public and commercial buildings as well as schools. Specifically, ASHARA expanded the Toxic Substances Control Act (TSCA) Section 206 (a) (1) and (3) to require accreditation for any person who designs or conducts a response action with respect to friable ACM in a building. TSCA Section 207 provides for civil penalties of $5,000 for each day of a violation for not employing accredited individuals to design and conduct response actions. Sampling of suspect asbestos-containing materials was conducted as prescribed in 40 CFR 763.86.
Bulk samples collected were submitted for sample analysis in accordance with method EPA-600/R-93/116: “Method for the Determination of Asbestos in Bulk Building Materials”. Analyses were performed at Pacific Rim Environmental, Inc., a NVLAP Accredited Laboratory (Lab Code 101631-0). Materials are positive for asbestos if they are found to contain greater than one percent (1%) or 1% asbestos. Materials that are less than one percent (<1%) asbestos, although not considered positive for asbestos, when removed must follow applicable Washington State regulations. See Appendix D for WA State Guidelines for Less than 1% Asbestos Material.

A total of twelve (12) bulk samples were collected by PacRim and submitted for PLM laboratory analysis.

**No sampled materials were found to contain greater than 1% ACM material by laboratory analysis.**

The following materials were determined to contain less than 1% asbestos by laboratory analysis:

- **Interior painted coatings**

**Materials determined to contain less than one percent (<1%) asbestos:**

<table>
<thead>
<tr>
<th>HM#</th>
<th>AHERA Category</th>
<th>Homogeneous Material Description</th>
<th>Homogeneous Area</th>
<th>Quantity (Approx.)</th>
<th>Sample #’s</th>
<th>Asbestos Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Surfacing</td>
<td>Painted coatings</td>
<td>Throughout interior walls &amp; ceiling</td>
<td>300 Sq. Ft.</td>
<td>01, 02, 03</td>
<td>Tremolite &lt;1%</td>
</tr>
</tbody>
</table>

**Materials determined to be Non-Asbestos:**

<table>
<thead>
<tr>
<th>HM#</th>
<th>AHERA Category</th>
<th>Homogeneous Material Description</th>
<th>Homogeneous Area</th>
<th>Sample #’s</th>
<th>Asbestos Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Misc.</td>
<td>Window frame caulk</td>
<td>West &amp; South walls</td>
<td>04</td>
<td>None Detected</td>
</tr>
<tr>
<td>3</td>
<td>Misc.</td>
<td>Door frame caulk</td>
<td>Interior &amp; exterior entryway door</td>
<td>05, 09</td>
<td>None Detected</td>
</tr>
<tr>
<td>4</td>
<td>Misc.</td>
<td>Wiring insulation</td>
<td>East wall electrical box</td>
<td>06</td>
<td>None Detected</td>
</tr>
<tr>
<td>5</td>
<td>Misc.</td>
<td>Gasket</td>
<td>Pump, horizontal &amp; vertical piping</td>
<td>07, 08</td>
<td>None Detected</td>
</tr>
<tr>
<td>6</td>
<td>Surfacing</td>
<td>Painted coatings</td>
<td>Throughout exterior walls</td>
<td>10, 11, 12</td>
<td>None Detected</td>
</tr>
</tbody>
</table>

**Materials uncovered during the course of demolition, renovation, or maintenance activities that are not identified in this inspection report must be presumed to contain asbestos until PLM analysis proves that this material is not asbestos-containing.**
In accordance with W.A.C. 296-62-07721 and PSCAA Regulation III, Article 4, Pacific Rim Environmental, Inc. performed a regulated building material survey of the subject structure located at 211 McMurray Road NE in Tacoma, Washington. Should employees or contract personnel encounter any suspect asbestos-containing materials (ACM) it is their responsibility to:

1. Contact a representative of the owner.
2. Consult the inspection report to determine whether or not the suspect material contains asbestos.
3. If the suspect material does not appear in the inspection report, then that material was not sampled and must be presumed to contain asbestos until proven otherwise by sampling and PLM analysis.
4. Ensure that all employees and contractors, who may disturb suspect materials, are informed and advised of the location and type of materials that contain asbestos.

Limitations: No report or field limitations noted. Structure scheduled for demolition.

No sampled materials were found to contain greater than 1% ACM material by laboratory analysis.

The following materials were determined to contain less than 1% asbestos by laboratory analysis:

- Interior painted coatings

I Herewith Attest:

The inspection report has been made available to me. I will inform all subcontractors of the location and types of materials containing asbestos. I am authorized to sign on behalf of my company.

Contractor: ___________________________ Owner’s Rep: ___________________________
Signature: ___________________________ Signature: ___________________________
Print Name: ___________________________ Print Name: ___________________________
Title: ___________________________ Title: ___________________________
Date: ___________________________ Date: ___________________________
The inspection and testing performed on the interior and exterior painted surfaces of the subject Property did identify lead-based paint concentrations at or above the EPA/HUD standard of 1.0 mg/cm² on the following components:

<table>
<thead>
<tr>
<th>Test #</th>
<th>Substrate</th>
<th>Component / Side</th>
<th>Description / Location</th>
<th>Color</th>
<th>Pbc mg/cm²</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Concrete</td>
<td>Wall</td>
<td>Interior - South wall</td>
<td>Dark Grey</td>
<td>2.3</td>
</tr>
<tr>
<td>7</td>
<td>Concrete</td>
<td>Wall</td>
<td>Interior - South wall</td>
<td>Light Grey</td>
<td>1.2</td>
</tr>
<tr>
<td>10</td>
<td>Wood</td>
<td>Window frame</td>
<td>Interior</td>
<td>Grey</td>
<td>7.2</td>
</tr>
<tr>
<td>11</td>
<td>Wood</td>
<td>Windowsill</td>
<td>Interior</td>
<td>Grey</td>
<td>4.2</td>
</tr>
<tr>
<td>15</td>
<td>Concrete</td>
<td>Wall</td>
<td>Interior - North wall</td>
<td>Dark Grey</td>
<td>4.6</td>
</tr>
<tr>
<td>16</td>
<td>Metal</td>
<td>Electrical box</td>
<td>Interior</td>
<td>Black</td>
<td>2.3</td>
</tr>
<tr>
<td>18</td>
<td>Concrete</td>
<td>Ceiling</td>
<td>Interior</td>
<td>Grey</td>
<td>3.3</td>
</tr>
<tr>
<td>20</td>
<td>Concrete</td>
<td>Soffit</td>
<td>Exterior</td>
<td>Grey</td>
<td>7.0</td>
</tr>
</tbody>
</table>

The XRF sample results are provided in Appendix E.

The Performance Characteristic Sheet for the Niton XLp 300, September 24, 2004, is provided in Appendix F.

General Information:

It is important to keep in mind that although the EPA/HUD standard uses a criterion of 5,000 parts per million dry weight or 1.00 milligrams per square centimeter (1.00 mg/cm²) for lead-based paint, there still may be lead present in those results reported as negative. In the event that lead is present, Federal OSHA and Washington State Department of Labor & Industries regulations will still apply, since neither agency has established a concentration of lead in paint below which the lead in construction standards do not apply. Workers wearing respirator protection and who have received proper training in the handling of lead contaminated materials must be used for any construction activities (including manual scraping, manual/power sanding, heat gun applications, general cleanup, and demolition) that affect a paint film containing lead.

If the building is to be renovated or remodeled there are procedures regarding the disturbance or removal of the lead-based paints that can be followed (i.e. initial air monitoring, clearance sampling, etc.). These procedures can be found in HUD-0006700 Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. It is not required that these regulations/procedures be utilized on this project, however because these are the only available guidelines for the removal of lead-based paints PRE feels it necessary to inform you of these guidelines.

The current state rules or regulations that currently apply to lead-based paints are WAC 296-155-17603 Scope* and WAC 296-155-17607 Permissible Exposure Limit**. The WAC code states that if lead is detectable in the workplace in any quantity, initial air monitoring must be performed on employees doing demolition, renovation or remodeling work in areas found to have materials containing lead. Also, workers performing lead removal must be trained in accordance with WAC 296-155-17625.
Universal Waste Rules


The following lamp types may be characterized as universal waste: fluorescent tubes, high intensity discharge (HID) lamps (mercury vapor, metal halide, high pressure sodium) and compact fluorescent lights.

*No universal waste identified*

**Universal waste must be removed and properly disposed of or recycled prior to building demolition.**

Disposal of individual lamps is not regulated. However, disposal of large quantities of lamps is subject to dangerous waste regulations (WAC 173-303) and the waste stream must be subjected to TCLP (Toxicity Characteristic Leaching Procedure) analysis to determine the amount of mercury that could leach out of the waste. The TCLP limit for mercury is 0.2 mg/L.

PCBs belong to a broad family of organic chemicals known as chlorinated hydrocarbons. PCBs are produced by the combination of one or more chlorine atoms and a biphenyl molecule. PCBs range in consistency from heavy oily liquids to waxy solids. Prior to 1979, PCBs were widely used in electrical equipment such as transformers, capacitors, switches, and voltage regulators.

Appendix A: Asbestos Sample Summary & Asbestos Inspection Summary
## Asbestos Sample Summary

**Client:** ERM  
One Beacon Street  
Boston, MA 02108  

**Project:** TPU Pump House  
211 McMurry Road NE  
Tacoma, WA  

*Homogeneous with ACM material*

<table>
<thead>
<tr>
<th>Sample #</th>
<th>Sample Date</th>
<th>Sample Location</th>
<th>Additional Locations</th>
<th>AHERA Category</th>
<th>Sample Description</th>
<th>Asbestos Type / %</th>
<th>Estimated Quantity</th>
<th>HM #</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>05-Jan-2021</td>
<td>East wall</td>
<td>Interior walls and ceiling</td>
<td>Surfacing</td>
<td>Painted coatings</td>
<td>None Detected*</td>
<td>300 Sq. Ft.</td>
<td>1</td>
</tr>
<tr>
<td>02</td>
<td>05-Jan-2021</td>
<td>West wall</td>
<td>N/A</td>
<td>Surfacing</td>
<td>Painted coatings</td>
<td>Tremolite &lt;1%</td>
<td>See sample #01</td>
<td>1</td>
</tr>
<tr>
<td>03</td>
<td>05-Jan-2021</td>
<td>South wall</td>
<td>N/A</td>
<td>Surfacing</td>
<td>Painted coatings</td>
<td>Tremolite &lt;1%</td>
<td>See sample #01</td>
<td>1</td>
</tr>
<tr>
<td>04</td>
<td>05-Jan-2021</td>
<td>West wall</td>
<td>West and south walls</td>
<td>Miscellaneous</td>
<td>Window Frame Caulk</td>
<td>None Detected</td>
<td>N/A</td>
<td>2</td>
</tr>
<tr>
<td>05</td>
<td>05-Jan-2021</td>
<td>Entryway door</td>
<td>N/A</td>
<td>Miscellaneous</td>
<td>Door Frame Caulk</td>
<td>None Detected</td>
<td>N/A</td>
<td>3</td>
</tr>
</tbody>
</table>
| 06       | 05-Jan-2021 | East wall electrical box | N/A | Miscellaneous | Wiring Insulation | Layer 1: (Insulation Wrap) None Detected  
Layer 2: (Electrical Insulation) None Detected | N/A | 4 |
| 07       | 05-Jan-2021 | Pump, from horizontal piping | Throughout pump | Miscellaneous | Gasket | None Detected | N/A | 5 |
| 08       | 05-Jan-2021 | Pump, from base of vertical portion of piping | N/A | Miscellaneous | Gasket | None Detected | N/A | 5 |
| 09       | 05-Jan-2021 | Exterior, entryway door | N/A | Miscellaneous | Door Frame Caulk | None Detected | N/A | 3 |
| 10       | 05-Jan-2021 | Exterior - west wall | Throughout exterior walls | Surfacing | Painted coatings | None Detected | N/A | 6 |
| 11       | 05-Jan-2021 | Exterior - north wall | N/A | Surfacing | Painted coatings | None Detected | N/A | 6 |
| 12       | 05-Jan-2021 | Exterior - east wall | N/A | Surfacing | Painted coatings | None Detected | N/A | 6 |
## Inspection Summary

<table>
<thead>
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<th>Project Information</th>
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<tr>
<td><strong>Job Number</strong></td>
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<td><strong>Project Name</strong></td>
</tr>
<tr>
<td><strong>Project Address:</strong></td>
</tr>
<tr>
<td><strong>Client:</strong></td>
</tr>
<tr>
<td><strong>Date of Survey:</strong></td>
</tr>
<tr>
<td><strong>PacRim Technician:</strong></td>
</tr>
<tr>
<td><strong>Limitations:</strong></td>
</tr>
<tr>
<td><strong>Exterior Photo:</strong></td>
</tr>
<tr>
<td><strong>Turnaround Requested:</strong></td>
</tr>
<tr>
<td>Sample</td>
</tr>
<tr>
<td>--------</td>
</tr>
<tr>
<td><strong>Project Name</strong></td>
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<tr>
<td><strong>Sample Type</strong></td>
</tr>
<tr>
<td><strong>Sample Number</strong></td>
</tr>
<tr>
<td><strong>Material Description</strong></td>
</tr>
<tr>
<td><strong>Homogenous Mtl Area</strong></td>
</tr>
<tr>
<td><strong>Sample Location</strong></td>
</tr>
<tr>
<td><strong>Quantity</strong></td>
</tr>
<tr>
<td><strong>Unit of Measure</strong></td>
</tr>
<tr>
<td><strong>Asbestos Type/%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>Project Name</strong></td>
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<tr>
<td><strong>Sample Type</strong></td>
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<td><strong>Sample Number</strong></td>
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<tr>
<td><strong>Material Description</strong></td>
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<tr>
<td><strong>Homogenous Mtl Area</strong></td>
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<tr>
<td><strong>Sample Location</strong></td>
</tr>
<tr>
<td><strong>Quantity</strong></td>
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<tr>
<td><strong>Unit of Measure</strong></td>
</tr>
<tr>
<td><strong>Asbestos Type/%</strong></td>
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</tbody>
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## Sample

<table>
<thead>
<tr>
<th>Project Name</th>
<th>TPU Pump house RBMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample Type</td>
<td>Physical Sample</td>
</tr>
<tr>
<td>AHERA Category</td>
<td>Surfacing</td>
</tr>
<tr>
<td>Sample Number</td>
<td>03</td>
</tr>
<tr>
<td>Homogenous Material Number</td>
<td>1</td>
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<tr>
<td>Material Description</td>
<td>Painted coatings</td>
</tr>
<tr>
<td>Homogenous Mtl Area</td>
<td>N/A</td>
</tr>
<tr>
<td>Sample Location</td>
<td>South wall</td>
</tr>
<tr>
<td>Quantity</td>
<td>See sample #01</td>
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<tr>
<td>Asbestos Type/%</td>
<td>Tremolite &lt;1%</td>
</tr>
<tr>
<td>Sample Photo</td>
<td><img src="image1" alt="Sample Photo" /></td>
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## Sample

<table>
<thead>
<tr>
<th>Project Name</th>
<th>TPU Pump house RBMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample Type</td>
<td>Physical Sample</td>
</tr>
<tr>
<td>AHERA Category</td>
<td>Miscellaneous</td>
</tr>
<tr>
<td>Sample Number</td>
<td>04</td>
</tr>
<tr>
<td>Homogenous Material Number</td>
<td>2</td>
</tr>
<tr>
<td>Material Description</td>
<td>Window Frame Caulk</td>
</tr>
<tr>
<td>Homogenous Mtl Area</td>
<td>West and South walls</td>
</tr>
<tr>
<td>Sample Location</td>
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</tr>
<tr>
<td>Quantity</td>
<td>03</td>
</tr>
<tr>
<td>Unit of Measure</td>
<td>Each</td>
</tr>
<tr>
<td>Asbestos Type/%</td>
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</tr>
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<td><img src="image2" alt="Sample Photo" /></td>
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<tr>
<td>Sample</td>
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<tr>
<td><strong>Project Name</strong></td>
<td>TPU Pump house RBMS</td>
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<td><strong>Sample Type</strong></td>
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<td><strong>Sample Number</strong></td>
<td>05</td>
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<td>Door Frame Caulk</td>
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<td>Entryway door</td>
</tr>
<tr>
<td><strong>Quantity</strong></td>
<td>20</td>
</tr>
<tr>
<td><strong>Unit of Measure</strong></td>
<td>Lineal Feet</td>
</tr>
<tr>
<td><strong>Asbestos Type/%</strong></td>
<td>None Detected</td>
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<table>
<thead>
<tr>
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<table>
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<tbody>
<tr>
<td><strong>Project Name</strong></td>
</tr>
<tr>
<td><strong>Sample Type</strong></td>
</tr>
<tr>
<td><strong>Sample Number</strong></td>
</tr>
<tr>
<td><strong>Material Description</strong></td>
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<tr>
<td><strong>Sample Location</strong></td>
</tr>
<tr>
<td><strong>Quantity</strong></td>
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<tr>
<td><strong>Asbestos Type/%</strong></td>
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<table>
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<tr>
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<tbody>
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<td><img src="image2.png" alt="Sample Photo" /></td>
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### Sample

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<th>Project Name</th>
<th>TPU Pump house RBMS</th>
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</thead>
<tbody>
<tr>
<td>Sample Type</td>
<td>Physical Sample</td>
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<td>Material Description</td>
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<td>06</td>
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### Sample

<table>
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</thead>
<tbody>
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<td>Sample Type</td>
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<td>AHERA Category</td>
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## Sample

<table>
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<td>Sample Type</td>
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<td>20</td>
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<td>Unit of Measure</td>
<td>Lineal Feet</td>
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<td>Asbestos Type/%</td>
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## Sample

<table>
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</thead>
<tbody>
<tr>
<td>Sample Type</td>
<td>Physical Sample</td>
</tr>
<tr>
<td>AHERA Category</td>
<td>Surfacing</td>
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<td>Sample Number</td>
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<td>Homogenous Material Number</td>
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<td>Sample Photo</td>
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<td><strong>Sample Location</strong></td>
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</tr>
<tr>
<td><strong>Quantity</strong></td>
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<td><strong>Sample Type</strong></td>
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<tr>
<td><strong>Sample Number</strong></td>
</tr>
<tr>
<td><strong>AHERA Category</strong></td>
</tr>
<tr>
<td><strong>Homogenous Material Number</strong></td>
</tr>
<tr>
<td><strong>Material Description</strong></td>
</tr>
<tr>
<td><strong>Homogenous Mtl Area</strong></td>
</tr>
<tr>
<td><strong>Sample Location</strong></td>
</tr>
<tr>
<td><strong>Quantity</strong></td>
</tr>
<tr>
<td><strong>Asbestos Type/%</strong></td>
</tr>
<tr>
<td><strong>Sample Photo</strong></td>
</tr>
</tbody>
</table>
The bulk samples submitted were analyzed for asbestos content using Polarized Light Microscopy (PLM). Analysis was performed in accordance with Appendix E to Subpart E of 40 CFR Part 763 and EPA/600/R93/116.

The test results pertain only to the samples submitted for analysis. Unless otherwise noted, the samples were inhomogeneous; subsamples of components were analyzed to achieve representative analysis. Separate layers of layered samples were analyzed and reported separately. Unless otherwise stated, asbestos content was quantified by calibrated visual estimation (CVES). CVES concentrations are reported in two to three percent ranges for fiber concentrations ranging from one to ten percent, and usually five percent ranges for concentrations greater than ten percent. Samples in which asbestos was not observed are reported as “None Detected”.

Limitations and Uncertainty:

Factors such as sample quality, sample size, interfering matrix material, fiber size, and fiber concentration contribute to the uncertainty in asbestos concentration estimates in bulk materials. Relative errors exceeding 100% may occur in samples containing less than ten percent asbestos. Relative errors are typically below thirty percent in samples having greater than ten percent asbestos, and approach zero as asbestos concentrations approach 100%.

Asbestos fibers with diameters less than approximately 0.25 microns are not detectable by PLM. Fibers with larger diameters may not be visible if obscured by interfering matrix materials. These extremely fine fibers may occur in floor tiles, adhesives, products with cement binders, and other non-friable or semi-friable materials. This limitation can be overcome using alternate analytical methods, such as Transmission Electron Microscopy (TEM).

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# Bulk Sample Analysis Report

**Customer Name:** ERM  
**Customer Project Number:** None Given  
**Project Name:** TPU Pump House RBMS  
**Sample Date:** 05-Jan-2021  
**Report Date:** 1/11/2021  
**Report By:** William F. Golloway  

**Sample Set Number:** 2021-2750

<table>
<thead>
<tr>
<th>Field Sample Number</th>
<th>Lab ID</th>
<th>Field Sample Description</th>
<th>Field Sample Location</th>
<th>Analyst</th>
<th>Analysis Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>2021-01-0002</td>
<td>Painted coatings</td>
<td>East wall</td>
<td>WFG</td>
<td>1/7/2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Light grey-blue-painted, light brown, light grey and green, mixed, crumbled, paint-like coatings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Asbestos Type/%</strong></td>
<td>Non-Asbestos Fibers</td>
<td>Non-Fibrous Materials</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>None Detected</td>
<td>Acicular Fibers &lt;1%</td>
<td>Mineral Aggregate, Binder, Paint</td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>2021-01-0003</td>
<td>Painted coatings</td>
<td>West wall</td>
<td>WFG</td>
<td>1/8/2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Light blue-grey-painted, white, grey, and light brown, mixed, crumbled, paint-like coatings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Asbestos Type/%</strong></td>
<td>Non-Asbestos Fibers</td>
<td>Non-Fibrous Materials</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tremolite &lt;1%</td>
<td>Cellulose &lt;1%</td>
<td>Mineral Aggregate, Binder, Paint</td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>2021-01-0004</td>
<td>Painted coatings</td>
<td>South wall</td>
<td>WFG</td>
<td>1/8/2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Light grey, grey, and light brown, crumbled, brittle paint-like coatings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Asbestos Type/%</strong></td>
<td>Non-Asbestos Fibers</td>
<td>Non-Fibrous Materials</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tremolite &lt;1%</td>
<td>Cellulose &lt;1%</td>
<td>Mineral Aggregate, Binder, Paint</td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>2021-01-0005</td>
<td>Window Frame Caulk</td>
<td>West wall</td>
<td>WFG</td>
<td>1/8/2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Light grey/red/green-painted, light brown, brittle window putty</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Asbestos Type/%</strong></td>
<td>Non-Asbestos Fibers</td>
<td>Non-Fibrous Materials</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>None Detected</td>
<td>Cellulose &lt;1%</td>
<td>Mineral Aggregate, Binder, Paint</td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>2021-01-0006</td>
<td>Door Frame Caulk</td>
<td>Entryway door</td>
<td>WFG</td>
<td>1/8/2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Lab Sample Description</td>
<td>Asbestos Type/%</td>
<td>Non-Asbestos Fibers</td>
<td>Non-Fibrous Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------------</td>
<td>----------------</td>
<td>---------------------</td>
<td>-----------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Light grey-painted, white, flexible caulk-like material with adhering, grey cementitious residue and wood fragments</td>
<td>None Detected</td>
<td>Cellulose &lt;1%</td>
<td>Mineral Aggregate, Binder, Paint, Wood</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Pacific Rim Environmental Inc.
 Bulk Sample Analysis Report

Customer Name: ERM
Customer Project Number: None Given
Project Name: TPU Pump House RBMS
Sample Date: 05-Jan-2021
Report Date: 1/11/2021
Report By: William F. Golloway

Sample Set Number: 2021-2750

---

Field Sample Number: 06
Lab ID: 2021-01-0007
Field Sample Description: Wiring Insulation
Field Sample Location: East wall electrical box
Analysis Date: 1/8/2021

<table>
<thead>
<tr>
<th>Lab Sample Description</th>
<th>Asbestos Type/%</th>
<th>Non-Asbestos Fibers</th>
<th>Non-Fibrous Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Layer: 1 Dark brown to black, tar-coated and impregnated, woven insulation wrap</td>
<td>None Detected</td>
<td>Cellulose 60-65%</td>
<td>Tar, Mineral Aggregate, Binder</td>
</tr>
<tr>
<td>Layer: 2 Black, flexible electrical insulation on wire</td>
<td>None Detected</td>
<td>Cellulose &lt;1%</td>
<td>Binder, Mineral Aggregate, Metal</td>
</tr>
</tbody>
</table>

---

Field Sample Number: 07
Lab ID: 2021-01-0008
Field Sample Description: Gasket
Field Sample Location: Pump, from horizontal piping
Analysis Date: 1/8/2021

Lab Sample Description | Asbestos Type/% | Non-Asbestos Fibers | Non-Fibrous Materials |
----------------------|----------------|--------------------|----------------------|
Black, flexible gasket material with adhering, rusted metal residue | None Detected | Cellulose <1% | Vinyl, Mineral Aggregate, Binder, Metal |

---

Field Sample Number: 08
Lab ID: 2021-01-0009
Field Sample Description: Gasket
Field Sample Location: Pump, from base of vertical portion of piping
Analysis Date: 1/8/2021

Lab Sample Description | Asbestos Type/% | Non-Asbestos Fibers | Non-Fibrous Materials |
----------------------|----------------|--------------------|----------------------|
Blue-painted, brown, flexible gasket material | None Detected | Cellulose <1% Animal Hair <1% | Vinyl, Mineral Aggregate, Binder, Paint |

---

Field Sample Number: 09
Lab ID: 2021-01-0010
Field Sample Description: Door Frame Caulk
Field Sample Location: Exterior, entryway door
Analysis Date: 1/8/2021

Lab Sample Description | Asbestos Type/% | Non-Asbestos Fibers | Non-Fibrous Materials |
----------------------|----------------|--------------------|----------------------|
White, flexible caulk material with grey paint and grey surface residues | None Detected | Cellulose <1% | Binder, Mineral Aggregate, Paint |

---

Field Sample Number: 10
Lab ID: 2021-01-0011
Field Sample Description: Door Frame Caulk
Field Sample Location: Exterior, entryway door
Analysis Date: 1/8/2021

Lab Sample Description | Asbestos Type/% | Non-Asbestos Fibers | Non-Fibrous Materials |
----------------------|----------------|--------------------|----------------------|
White, flexible caulk material with grey paint and grey surface residues | None Detected | Cellulose <1% | Binder, Mineral Aggregate, Paint |
<table>
<thead>
<tr>
<th>Lab Sample Description</th>
<th>Asbestos Type/%</th>
<th>Non-Asbestos Fibers</th>
<th>Non-Fibrous Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Light green-painted, light brown, brittle, paint-like coatings with black residue on outer, painted surface</td>
<td>None Detected</td>
<td>Cellulose &lt;1%</td>
<td>Binder, Mineral Aggregate, Paint</td>
</tr>
</tbody>
</table>
## Field Sample Number: 11
### Lab ID: 2021-01-0012

<table>
<thead>
<tr>
<th>Lab Sample Description</th>
<th>Asbestos Type/%</th>
<th>Non-Asbestos Fibers</th>
<th>Non-Fibrous Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Light blue-painted, crumbled, light brown, brittle, paint-like coating materials with green residue on outer paint surface</td>
<td>None Detected</td>
<td>Cellulose &lt;1%</td>
<td>Mineral Aggregate, Binder, Paint</td>
</tr>
</tbody>
</table>

## Field Sample Number: 12
### Lab ID: 2021-01-0013

<table>
<thead>
<tr>
<th>Lab Sample Description</th>
<th>Asbestos Type/%</th>
<th>Non-Asbestos Fibers</th>
<th>Non-Fibrous Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grey-painted, light brown, crumbled, paint-like coatings with grey, cementitious residue</td>
<td>None Detected</td>
<td>Cellulose &lt;1%</td>
<td>Mineral Aggregate, Binder, Paint</td>
</tr>
</tbody>
</table>
Appendix C: Sample Location Drawing
Site Sketch

Samples positive for Asbestos appear in squares: #
Samples analyzed and non-detected/negative for asbestos appear as numbers only: 
Samples containing less than one percent asbestos appear in circles: 
Visually identified suspect materials assumed to be asbestos-containing appear in triangles: 

Pump House

04

02

06

12

01

03

07

08

01

05

09
Appendix D: WA State Guidelines for Less than 1% Asbestos Material
Summary of regulatory requirements for materials containing less than 1% asbestos:

**Environmental Protection Agency**
If less than 1% the EPA does not regulate it as an asbestos-containing material.

**Washington State Department of Labor and Industries**

**Air Monitoring**
Exposure Monitoring (NEA) - yes
Pre-abatement monitoring – unclear
Post abatement monitoring – unclear

**Work Practices and working Area Control**
Regulated area required – yes
Change area require – yes
Warning signs required – yes
Universal controls required – yes
  - Wet Methods
  - HEPA vacuums
  - Prompt Disposal
Leak tight containers required – yes

**Personal Protective Equipment**
Respirator protection – yes, ½ mask APR with HEPA required until air monitoring results determine exposure below PELs
Medical surveillance required – yes, because of negative pressure APR use
Other personal protective equipment – yes, required until air monitoring results determine exposure below PELs

**Communication of Hazard**
Warning labels on in-place materials required – no
Warning labels on disposal containers – no
Training 2-hour awareness, hazard communication (specific to situation)
Competent Person required – yes
  - Training – unclear how much training is required
  - Must have knowledge and authority

**Things that are not required:**
Labeled bags
Worker or supervisor certification
No pre-demolition removal requirement
No notification to L&I or PSCA
Appendix E: Lead-Based Paint (XRF) Data Sheets
### Lead-Based Paint (XRF) Data Sheet

<table>
<thead>
<tr>
<th>Sample#</th>
<th>Calibration</th>
<th>Substrate</th>
<th>Component/Side</th>
<th>Description/Location</th>
<th>Color</th>
<th>Result*</th>
<th>Pbc mg/cm²</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Yes</td>
<td>Concrete</td>
<td>Wall</td>
<td>Interior - South wall</td>
<td>Dark grey</td>
<td>Positive</td>
<td>2.3</td>
</tr>
<tr>
<td>4</td>
<td>Yes</td>
<td>Concrete</td>
<td>Wall</td>
<td>Interior - South wall</td>
<td>Light grey</td>
<td>Positive</td>
<td>1.2</td>
</tr>
<tr>
<td>5</td>
<td>Yes</td>
<td>Concrete</td>
<td>Wall</td>
<td>Interior - South wall</td>
<td>Light grey</td>
<td>Positive</td>
<td>1.2</td>
</tr>
<tr>
<td>6</td>
<td>Yes</td>
<td>Metal</td>
<td>Door frame</td>
<td>Interior</td>
<td>Grey</td>
<td>Negative</td>
<td>0</td>
</tr>
<tr>
<td>7</td>
<td>Yes</td>
<td>Metal</td>
<td>Door</td>
<td>Interior</td>
<td>Grey</td>
<td>Negative</td>
<td>0</td>
</tr>
<tr>
<td>8</td>
<td>Yes</td>
<td>Wood</td>
<td>Window frame</td>
<td>Interior</td>
<td>Grey</td>
<td>Positive</td>
<td>7.2</td>
</tr>
<tr>
<td>9</td>
<td>Yes</td>
<td>Wood</td>
<td>Windowsill</td>
<td>Interior</td>
<td>Grey</td>
<td>Positive</td>
<td>4.2</td>
</tr>
<tr>
<td>10</td>
<td>Yes</td>
<td>Metal</td>
<td>Piping</td>
<td>Interior</td>
<td>Blue</td>
<td>Negative</td>
<td>0</td>
</tr>
<tr>
<td>11</td>
<td>Yes</td>
<td>Concrete</td>
<td>Pump base</td>
<td>Interior</td>
<td>Blue</td>
<td>Negative</td>
<td>0</td>
</tr>
<tr>
<td>12</td>
<td>Yes</td>
<td>Concrete</td>
<td>Wall</td>
<td>Interior - North wall</td>
<td>Light grey</td>
<td>Negative</td>
<td>0.7</td>
</tr>
</tbody>
</table>

* HUD standard is 1.0 mg/cm² WISHA standard is any amount of lead is considered lead containing material

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<table>
<thead>
<tr>
<th>Sample#</th>
<th>Calibration</th>
<th>Substrate</th>
<th>Component/Side</th>
<th>Description/Location</th>
<th>Color</th>
<th>Result*</th>
<th>Pbc mg/cm²</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Concrete</td>
<td>Wall</td>
<td>Interior - North wall</td>
<td>Dark grey</td>
<td>Positive</td>
<td>4.6</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Metal</td>
<td>Electrical box</td>
<td>Interior</td>
<td>Black</td>
<td>Positive</td>
<td>2.3</td>
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</tr>
<tr>
<td>17</td>
<td>Plastic</td>
<td>Conduit</td>
<td>Interior</td>
<td>Grey</td>
<td>Negative</td>
<td>0.3</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Concrete</td>
<td>Ceiling</td>
<td>Interior</td>
<td>Grey</td>
<td>Positive</td>
<td>3.3</td>
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<td>Wall</td>
<td>Exterior</td>
<td>Grey</td>
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<td>20</td>
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<td>Soffit</td>
<td>Exterior</td>
<td>Grey</td>
<td>Positive</td>
<td>7.0</td>
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<tr>
<td>21</td>
<td>Metal</td>
<td>Grated window frame</td>
<td>Exterior</td>
<td>Grey</td>
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<td>0.5</td>
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<td>22</td>
<td>Concrete</td>
<td>Wall</td>
<td>Exterior</td>
<td>Grey</td>
<td>Negative</td>
<td>0.07</td>
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<tr>
<td>23</td>
<td>Concrete</td>
<td>Foundation</td>
<td>Exterior</td>
<td>Grey</td>
<td>Negative</td>
<td>0.09</td>
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<tr>
<td>24</td>
<td>Concrete</td>
<td>Column</td>
<td>Exterior</td>
<td>Grey</td>
<td>Negative</td>
<td>0.03</td>
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<tr>
<td>25</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>Positive</td>
<td>1.1</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>Positive</td>
<td>1.2</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>Positive</td>
<td>1.0</td>
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## Lead Inspection Summary

### Project Information

<table>
<thead>
<tr>
<th>Job Number</th>
<th>17040</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td>TPU Pump house RBMS</td>
</tr>
<tr>
<td>Project Address:</td>
<td>211 McMurray Road NE Tacoma, WA</td>
</tr>
<tr>
<td>Client:</td>
<td>ERM</td>
</tr>
<tr>
<td>Date of Survey:</td>
<td>05-Jan-2021</td>
</tr>
<tr>
<td>PacRim Technician:</td>
<td>Tyler Sadler</td>
</tr>
<tr>
<td>Limitations:</td>
<td>No report or field limitations noted. Struced scheduled for demolition</td>
</tr>
<tr>
<td>XRF ID#:</td>
<td>80662</td>
</tr>
<tr>
<td>Technician signature</td>
<td>[Signature]</td>
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</tbody>
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### Samples

<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Calibration</td>
<td>Yes</td>
</tr>
<tr>
<td>XRF Reading (Mg/cm² lead)</td>
<td>1.2</td>
</tr>
<tr>
<td>Result</td>
<td>Positive</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sample Number</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calibration</td>
<td>Yes</td>
</tr>
<tr>
<td>XRF Reading (Mg/cm² lead)</td>
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<td>Result</td>
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</table>

<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Calibration</td>
<td>Yes</td>
</tr>
<tr>
<td>XRF Reading (Mg/cm² lead)</td>
<td>1.2</td>
</tr>
<tr>
<td>Result</td>
<td>Positive</td>
</tr>
</tbody>
</table>
### Samples

<table>
<thead>
<tr>
<th>Sample Number</th>
<th>Substrate Description</th>
<th>Component</th>
<th>Color</th>
<th>Sample Location</th>
<th>XRF Reading (Mg/cm² lead)</th>
<th>Result</th>
<th>Sample Photo</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Concrete</td>
<td>Wall</td>
<td>Dark grey</td>
<td>Interior - south wall</td>
<td>2.3</td>
<td>Positive</td>
<td><img src="sample_6.jpg" alt="Sample Photo" /></td>
</tr>
<tr>
<td>7</td>
<td>Concrete</td>
<td>Wall</td>
<td>Light grey</td>
<td>Interior - south wall</td>
<td>1.2</td>
<td>Positive</td>
<td><img src="sample_7.jpg" alt="Sample Photo" /></td>
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<tr>
<td>Sample Number</td>
<td>8</td>
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<tr>
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<tr>
<td>Component</td>
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<tr>
<td>Sample Location</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>XRF Reading (Mg/cm² lead)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Result</td>
<td>Negative</td>
<td></td>
<td></td>
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</tr>
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</table>

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Substrate Description</td>
<td>Metal</td>
</tr>
<tr>
<td>Component</td>
<td>Door</td>
</tr>
<tr>
<td>Color</td>
<td>Grey</td>
</tr>
<tr>
<td>Sample Location</td>
<td>Interior</td>
</tr>
<tr>
<td>XRF Reading (Mg/cm² lead)</td>
<td>0</td>
</tr>
<tr>
<td>Result</td>
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</tr>
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<table>
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</tr>
</thead>
<tbody>
<tr>
<td>Substrate Description</td>
<td>Wood</td>
</tr>
<tr>
<td>Component</td>
<td>Window frame</td>
</tr>
<tr>
<td>Color</td>
<td>Grey</td>
</tr>
<tr>
<td>Sample Location</td>
<td>Interior</td>
</tr>
<tr>
<td>XRF Reading (Mg/cm² lead)</td>
<td>7.2</td>
</tr>
<tr>
<td>Result</td>
<td>Positive</td>
</tr>
</tbody>
</table>

Sample Photo
<table>
<thead>
<tr>
<th>Sample Number</th>
<th>Substrate Description</th>
<th>Component</th>
<th>Color</th>
<th>Sample Location</th>
<th>XRF Reading (Mg/cm² lead)</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Wood</td>
<td>Window sill</td>
<td>Grey</td>
<td>Interior</td>
<td>4.2</td>
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Sample Photo

<table>
<thead>
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<th>Substrate Description</th>
<th>Component</th>
<th>Color</th>
<th>Sample Location</th>
<th>XRF Reading (Mg/cm² lead)</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Metal</td>
<td>Piping</td>
<td>Blue</td>
<td>Interior</td>
<td>0</td>
<td>Negative</td>
</tr>
</tbody>
</table>

<table>
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<th>Substrate Description</th>
<th>Component</th>
<th>Color</th>
<th>Sample Location</th>
<th>XRF Reading (Mg/cm² lead)</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Concrete</td>
<td>Pump base</td>
<td>Blue</td>
<td>Interior</td>
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### Samples

<table>
<thead>
<tr>
<th>Sample Number</th>
<th>14</th>
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</thead>
<tbody>
<tr>
<td>Substrate Description</td>
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<tr>
<td>Component</td>
<td>Wall</td>
</tr>
<tr>
<td>Color</td>
<td>Light grey</td>
</tr>
<tr>
<td>Sample Location</td>
<td>Interior - north wall</td>
</tr>
<tr>
<td>XRF Reading (Mg/cm² lead)</td>
<td>0.7</td>
</tr>
<tr>
<td>Result</td>
<td>Negative</td>
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</table>

<table>
<thead>
<tr>
<th>Sample Number</th>
<th>15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substrate Description</td>
<td>Concrete</td>
</tr>
<tr>
<td>Component</td>
<td>Wall</td>
</tr>
<tr>
<td>Color</td>
<td>Dark grey</td>
</tr>
<tr>
<td>Sample Location</td>
<td>Interior - North wall</td>
</tr>
<tr>
<td>XRF Reading (Mg/cm² lead)</td>
<td>4.6</td>
</tr>
<tr>
<td>Result</td>
<td>Positive</td>
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Sample Photo

![Sample Photo](image-url)
### Samples

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<th>Component</th>
<th>Color</th>
<th>Sample Location</th>
<th>XRF Reading (Mg/cm² lead)</th>
<th>Result</th>
<th>Sample Photo</th>
</tr>
</thead>
<tbody>
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<td>16</td>
<td>Metal</td>
<td>Electrical box</td>
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<td>0.3</td>
<td>Negative</td>
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<td>Grey</td>
<td>Interior</td>
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<td>Positive</td>
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<td>20</td>
<td>21</td>
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<tr>
<td>---------------</td>
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<td>-----</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Substrate Description</strong></td>
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<td>Concrete</td>
<td>Metal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Component</strong></td>
<td>Wall</td>
<td>Soffit</td>
<td>Grated window frame</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Color</strong></td>
<td>Grey</td>
<td>Grey</td>
<td>Grey</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sample Location</strong></td>
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<td>Exterior</td>
<td>Exterior</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>XRF Reading (Mg/cm² lead)</strong></td>
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<td>7.0</td>
<td>0.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td><strong>Result</strong></td>
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<td>Negative</td>
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### Samples

<table>
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</thead>
<tbody>
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<td>Substrate Description</td>
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</tr>
<tr>
<td>Component</td>
<td>Wall</td>
</tr>
<tr>
<td>Color</td>
<td>Grey</td>
</tr>
<tr>
<td>Sample Location</td>
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<td>XRF Reading (Mg/cm² lead)</td>
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<table>
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</thead>
<tbody>
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<td>Substrate Description</td>
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</tr>
<tr>
<td>Component</td>
<td>Foundation</td>
</tr>
<tr>
<td>Color</td>
<td>Grey</td>
</tr>
<tr>
<td>Sample Location</td>
<td>Exterior</td>
</tr>
<tr>
<td>XRF Reading (Mg/cm² lead)</td>
<td>0.09</td>
</tr>
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<td>Result</td>
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<table>
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<tr>
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<th>24</th>
</tr>
</thead>
<tbody>
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<td>Substrate Description</td>
<td>Concrete</td>
</tr>
<tr>
<td>Component</td>
<td>Column</td>
</tr>
<tr>
<td>Color</td>
<td>Grey</td>
</tr>
<tr>
<td>Sample Location</td>
<td>Exterior</td>
</tr>
<tr>
<td>XRF Reading (Mg/cm² lead)</td>
<td>0.03</td>
</tr>
<tr>
<td>Result</td>
<td>Negative</td>
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<td>Samples</td>
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<td>---</td>
</tr>
<tr>
<td><strong>Sample Number</strong></td>
<td>25</td>
</tr>
<tr>
<td><strong>Calibration</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>XRF Reading (Mg/cm² lead)</strong></td>
<td>1.1</td>
</tr>
<tr>
<td><strong>Result</strong></td>
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</table>

<table>
<thead>
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<th>Samples</th>
<th></th>
</tr>
</thead>
<tbody>
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<td>26</td>
</tr>
<tr>
<td><strong>Calibration</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>XRF Reading (Mg/cm² lead)</strong></td>
<td>1.2</td>
</tr>
<tr>
<td><strong>Result</strong></td>
<td>Positive</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Samples</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sample Number</strong></td>
<td>27</td>
</tr>
<tr>
<td><strong>Calibration</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>XRF Reading (Mg/cm² lead)</strong></td>
<td>1.0</td>
</tr>
<tr>
<td><strong>Result</strong></td>
<td>Positive</td>
</tr>
</tbody>
</table>
Appendix F: XRF Performance Characteristic Sheet
Performance Characteristic Sheet

EFFECTIVE DATE: September 24, 2004

MANUFACTURER AND MODEL:
Make: Niton LLC
Tested Model: XLp 300
Source: $^{109}$Cd

Note: This PCS is also applicable to the equivalent model variations indicated below, for the Lead-in-Paint K+L variable reading time mode, in the XLi and XLp series:

- XLi 300A, XLi 301A, XLi 302A and XLi 303A.
- XLp 300A, XLp 301A, XLp 302A and XLp 303A.
- XLi 700A, XLi 701A, XLi 702A and XLi 703A.

Note: The XLi and XLp versions refer to the shape of the handle part of the instrument. The differences in the model numbers reflect other modes available, in addition to Lead-in-Paint modes. The manufacturer states that specifications for these instruments are identical for the source, detector, and detector electronics relative to the Lead-in-Paint mode.

FIELD OPERATION GUIDANCE

OPERATING PARAMETERS:

Lead-in-Paint K+L variable reading time mode.

XRF CALIBRATION CHECK LIMITS:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm$^2$ in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm$^2$ film).

If readings are outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instruments into control before XRF testing proceeds.

SUBSTRATE CORRECTION:

For XRF results using Lead-in-Paint K+L variable reading time mode, substrate correction is not needed for:

- Brick, Concrete, Drywall, Metal, Plaster, and Wood

INCONCLUSIVE RANGE OR THRESHOLD:

<table>
<thead>
<tr>
<th>K+L MODE READING DESCRIPTION</th>
<th>SUBSTRATE</th>
<th>THRESHOLD (mg/cm$^2$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Results not corrected for substrate bias on any substrate</td>
<td>Brick</td>
<td>1.0</td>
</tr>
<tr>
<td></td>
<td>Concrete</td>
<td>1.0</td>
</tr>
<tr>
<td></td>
<td>Drywall</td>
<td>1.0</td>
</tr>
<tr>
<td></td>
<td>Metal</td>
<td>1.0</td>
</tr>
<tr>
<td></td>
<td>Plaster</td>
<td>1.0</td>
</tr>
<tr>
<td></td>
<td>Wood</td>
<td>1.0</td>
</tr>
</tbody>
</table>
BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:
This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing ("HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted in August 2004 on 133 testing combinations. The instruments that were used to perform the testing had new sources; one instrument's was installed in November 2003 with 40 mCi initial strength, and the other's was installed June 2004 with 40 mCi initial strength.

OPERATING PARAMETERS:
Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

SUBSTRATE CORRECTION VALUE COMPUTATION:
Substrate correction is not needed for brick, concrete, drywall, metal, plaster or wood when using Lead-in-Paint K+L variable reading time mode, the normal operating mode for these instruments. If substrate correction is desired, refer to Chapter 7 of the HUD Guidelines for guidance on correcting XRF results for substrate bias.

EVALUATING THE QUALITY OF XRF TESTING:
Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing. Use the K+L variable time mode readings.
Conduct XRF retesting at the ten testing combinations selected for retesting.
Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:
Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family housing a result is defined as the average of three readings. In multifamily housing, a result is a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and retest XRF result for each testing combination.
Square the average for each testing combination.
Add the ten squared averages together. Call this quantity C.
Multiply the number C by 0.0072. Call this quantity D.
Add the number 0.032 to D. Call this quantity E.
Take the square root of E. Call this quantity F.
Multiply F by 1.645. The result is the Retest Tolerance Limit.
Compute the average of all ten original XRF results.
Compute the average of all ten re-test XRF results.
Find the absolute difference of the two averages.
If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

TESTING TIMES:

For the Lead-in-Paint K+L variable reading time mode, the instrument continues to read until it is moved away from the testing surface, terminated by the user, or the instrument software indicates the reading is complete. The following table provides testing time information for this testing mode. The times have been adjusted for source decay, normalized to the initial source strengths as noted above. Source strength and type of substrate will affect actual testing times. At the time of testing, the instruments had source strengths of 26.6 and 36.6 mCi.

<table>
<thead>
<tr>
<th>Substrate</th>
<th>25th Percentile</th>
<th>Median</th>
<th>75th Percentile</th>
<th>Pb &lt; 0.25</th>
<th>0.25 ≤ Pb&lt;1.0</th>
<th>1.0 ≤ Pb</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wood</td>
<td>4</td>
<td>11</td>
<td>19</td>
<td>11</td>
<td>15</td>
<td>11</td>
</tr>
<tr>
<td>Drywall</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Metal</td>
<td>4</td>
<td>12</td>
<td>18</td>
<td>9</td>
<td>12</td>
<td>14</td>
</tr>
<tr>
<td>Brick</td>
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<td>16</td>
<td>22</td>
<td>15</td>
<td>18</td>
<td>16</td>
</tr>
<tr>
<td>Concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plaster</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CLASSIFICATION RESULTS:

XRF results are classified as positive if they are greater than or equal to the threshold, and negative if they are less than the threshold.

DOCUMENTATION:

A document titled *Methodology for XRF Performance Characteristic Sheets* provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD.

This XRF Performance Characteristic Sheet was developed by the Midwest Research Institute (MRI) and QuanTech, Inc., under a contract between MRI and the XRF manufacturer. HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD’s *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.
The Universal Waste Rule
WAC 173-303-573

Some common dangerous wastes created by a wide variety of generators are called Universal Wastes (UW). These wastes can be managed safely under less stringent regulatory requirements. The Environmental Protection Agency (EPA) adopted the federal Universal Waste Rule (UWR) in 1995 to encourage environmentally sound disposal and recycling.

Washington State has adopted four categories of universal waste including:

- Batteries,
- Lamps,
- Mercury-Containing thermostats, and
- Mercury-containing equipment.

Although pesticides are a federal UW, Washington State did not include them as a category of universal waste. Waste pesticides remain subject to the designation and full management requirements of the Dangerous Waste Regulations.

Through a petition process, other wastes can be added to the UWR if they meet certain criteria described in the regulation. If a petition to add other wastes is approved by Ecology, they will be added as UW in future rulemakings. Note that each state can have different Universal Waste regulations and categories of UW. A Washington state universal waste may be a hazardous waste in another state.

**Significant Benefits**

Benefits of managing dangerous wastes as UW include:

- Simple, streamlined waste management requirements;
- Higher accumulation quantity limits;
- Longer accumulation time limits;
- UW does not count toward waste generation totals to determine generator status;
- UW does not require a manifest when sent off-site; and
- Do not include UW on the Dangerous Waste Annual Report.
Universal Waste Categories

Batteries (for more information see publication number 98-407.a)

All batteries that are dangerous waste can be managed as UW including:

- Alkaline
- Button cell mercuric oxide
- Mercuric-oxide
- Silver oxide
- Alkaline-manganese
- Lithium
- Zinc-carbon
- Nickel-cadmium (Ni-Cd)
- Zinc air

Spent lead-acid batteries (typically automotive type batteries) can also be managed as UW. However, they are most often managed under the optional lead-acid battery exemption at WAC 173-303-520.

Mercury-containing equipment (MCE) (for more information see publication number 98-407.b)

Mercury-containing equipment is defined as a device or part of a device that contains elemental mercury necessary for its operation. Thermostats fit the definition of mercury-containing equipment and are managed basically the same way; however, labeling and record keeping requirements are different. Some examples of MCE include:

- Thermometers
- Barometers
- Manometers
- Relay and tilt switches
- Flame sensors

Some examples of material that would not be MCE include:

- Containers of elementary mercury
- Dental amalgam
- Chemical compounds containing mercury e.g., pharmaceuticals, pesticides, paints or lab chemicals
- Devices which only contain mercury in removable lamps or batteries, e.g., flat screen monitors

Mercury-containing thermostats (for more information see publication number 98-407.b)

Mercury-containing thermostats can be managed as UW. A thermostat is a temperature control device containing mercury in an ampule. Ampules removed from these thermostats can also be managed under the UW requirements. These requirements provide performance standards for removal of ampules, such as use of a containment system (for example, a plastic tub under the work area) to prevent spills during removal.
Lamps  *(for more information see publication number 98-407.c)*

The following types of lamps can be managed as UW, unless you have information (such as manufacturer material safety sheets) that shows that these lamps are not dangerous waste:

- fluorescent tubes,
- compact fluorescent,
- HID lamps (mercury vapor, metal halide, high-pressure sodium),
- neon lamps; and
- any other lamps that are dangerous waste.

**Universal Waste Handler Requirements**

A universal waste handler is a:

1) Generator of UW, or
2) Business that receives UW from other handlers and ships it to another handler or destination facility, *(see Destination Facilities on page 6).*

There are two categories of UW handlers:

- **Small Quantity Handlers of Universal Waste (SQHUW)** can accumulate
  - Up to 11,000 pounds of all types of UW, and
  - No more than 2,200 pounds of lamps

- **Large Quantity Handlers of Universal Waste (LQHUW)** accumulate
  - More than 11,000 pounds of all types of UW, or
  - More than 2,200 pounds of lamps

**All Universal Waste Handlers must:**

- Label or mark waste items or containers of UW. For example, “universal waste - batteries,” “waste mercury thermostats,” or “universal waste mercury-containing equipment.”

- Limit accumulation time to one year from the date first generated, or received from another handler.

- Manage wastes to prevent releases to the environment.

- Immediately contain spills and releases and handle residues appropriately (as solid or as dangerous waste). If residues are dangerous, manage them in accordance with all applicable requirements of the Dangerous Waste Regulations.

- Follow waste-specific procedures for handling UW, for example, procedures for removing mercury-containing ampules from thermostats and equipment.

- Send or take to another handler who is acting as a collection center, a destination facility, or a foreign destination.
Ensure that the receiving facility (collection center or destination facility) will accept the load before it is sent. If rejected, the original handler must accept the waste back, or both parties may agree on a new destination.

Follow the export notification procedures for foreign destinations.

Provide employee training. LQHUW must ensure that employees are familiar with waste handling and emergency procedures. SQHUW must distribute basic handling and emergency information.

Additional Large Quantity Handler (LQHUW) requirements:

- Maintain basic records to track waste shipments. Records may be in the form of a log, invoice, manifest, bill of lading, or other shipping documents. They must be maintained for three years and include names, addresses, quantity and types of wastes, and shipment dates.

- Notify Ecology and obtain a RCRA Site Identification Number using a Site Identification (Site ID) Form. Handlers who anticipate accumulating 11,000 pounds or more of UW at any one time (or 2,200 pounds for lamps) must have a RCRA Site Identification Number before exceeding the accumulation limit. Note: LQHUW status is maintained through the end of the calendar year in which 11,000 pounds or more of UW is accumulated.

- File a Dangerous Waste Annual Report by March 1 of each year. The generation and management of UW do not need to be included in the Annual Report as other dangerous waste streams are. However, the appropriate boxes in Section 10B on the Site Identification Form must be checked to account for UW activities.

Prohibitions for all Handlers

Handlers may not dilute, dispose, or treat UW. Lamp crushing is an example of a prohibited UW activity. There are two exceptions to these general prohibitions:

1. **Routine battery management activities:** The following routine battery management activities are not considered treatment:
   - sorting batteries by type
   - mixing battery types in one container
   - discharging batteries
   - regenerating used batteries
   - disassembling battery packs,
   - removing batteries from discarded consumer products
   - removing electrolyte

2. **Removing mercury-containing ampules from thermostats and equipment:** The handler of the waste can remove mercury-containing ampules. Detailed directions regarding removing mercury ampules are described in the rule itself at WAC 173-303-573(9)(b)(ii) and in the Ecology focus sheet (publication number 98-407-b) on mercury-containing equipment.
Universal Waste Accumulation

The generator of UW must be able to document the length of time that their UW has accumulated. This is most commonly done by marking the collection container or individual UW item with the first date of accumulation. UW can only be accumulated for one year from that date. An exception to the one year accumulation limit is allowed if the facility needs more time to collect enough items to facilitate proper recovery, treatment, or disposal. The number of locations (points of generation) at which UW are accumulated is not limited. It is not appropriate to accumulate UW under satellite accumulation rules.

Collection Centers/Consolidation Points

Any UW handler may act as a collection center that receives UW from other UW handlers (generators), consolidates it, and sends it to a destination facility. The collection center must comply with the appropriate set of LQHUW or SQHUW requirements based on the amount of UW that is collected on-site.

A permitted treatment, storage or disposal (TSD) facility may function as a collection center for UW that it consolidates and sends on to a destination facility. In this case the TSD must comply with the appropriate LQHUW or SQHUW requirements. If the TSD is functioning as a destination facility by recycling, treating, or disposing of the UW, it would not be considered a UW handler.

Small Quantity Generator (SQG) Waste

Small quantity generators may manage their batteries, mercury-containing thermostats and equipment, and lamps under either the Universal Waste Rule or in accordance with the SQG requirements. However, if SQG or household dangerous waste batteries, thermostats, equipment, and lamps are commingled with UW from medium or large quantity generators, all commingled waste would then be considered “regulated” and must be managed as UW.

Transporter Requirements

A UW transporter is a person who is engaged in the off-site transportation of UW by air, rail, highway, or water.

- UW must be managed in compliance with all applicable U.S. Department of Transportation (DOT) regulations. Applicable DOT requirements apply if a UW meets the definition of hazardous materials under 49 CFR171-180.

- No hazardous waste manifest is required unless the waste is transported through a state where the waste is not regulated as a UW.

- Handlers may transport their own waste and must follow transporter requirements.

- Transporters may not dispose, dilute, or treat UW.

- UW may be stored for up to ten days at UW transfer facilities (for example, a loading dock, parking area, or storage area) during the normal course of transportation.
Releases must be contained and residues handled appropriately.

- UW must only be transported to a UW handler acting as a collection center (through prior agreement), a destination facility, or a foreign destination (export requirements must be followed).

**Destination Facilities**

Destination facilities are facilities that treat, dispose of, or recycle UW. They must meet all *Dangerous Waste Regulation* requirements for treatment, storage, disposal (TSD) facilities (WAC 173-303-800 through 840) or recycling facilities (WAC 173-303-120(4)(c)), except for manifesting.

Destination facilities must retain the same records for receipt of UW shipments as those kept by Large Quantity Handlers of Universal Waste (LQHUW). A destination facility may reject a shipment by shipping the waste back to the original shipper or both may agree to a new destination facility.

**Universal Waste Environmental Concerns**

UW contains toxic metals, with mercury and lead being the most common. Unless handled carefully during waste handling and disposal, lamps and other mercury-containing devices may break. If broken, mercury vapor can be released, potentially exposing waste handlers to inhalation of mercury vapors. Mercury that has been released into the atmosphere is eventually deposited back to the earth, where it can enter the food chain.

Some lamps may also contain lead in the glass and lead solder used in the lamp base. Lead is a toxic metal that may leach from solid waste landfills into the ground water.

**Health and Environmental Hazards of Mercury**

- Health risk from Inhalation or absorption
- Causes neurological disorders
- Persistent, bioaccumulative and toxic
- Major cause of contaminated fish advisories
Glossary

Several UW terms are defined in the Dangerous Waste Regulations, including the following: battery, destination facility, lamps, large quantity handler of UW, mercury-containing equipment, small quantity handler of UW, thermostat, UW, UW handler, UW transfer facility, and UW transporter. Although many of these terms have been defined in the above discussion, for convenience several are defined below.

"Universal waste handler" means a generator of UW; or the owner or operator of a facility, including all contiguous property, that receives UW from other UW handlers, accumulates UW, and sends UW to another UW handler, to a destination facility, or to a foreign destination.

"Small quantity handler of universal waste" means a UW handler who does not accumulate 11,000 pounds or more total of UW (batteries, thermostats, mercury-containing equipment and lamps, calculated collectively) and/or who does not accumulate more than 2,200 pounds of lamps at any time.

"Large quantity handler of universal waste" means a UW handler who accumulates 11,000 pounds or more total of UW (batteries, thermostats, mercury-containing equipment and lamps, calculated collectively) and/or who accumulates more than 2,200 pounds of lamps at any time. This designation as a large quantity handler of UW is retained through the end of the calendar year in which 11,000 pounds or more total of UW and/or 2,200 pounds of lamps are accumulated.

“Transporters” transport the lamps between handlers, or to a destination facility. Both SQHUW’s and LQHUW’s may self-transport UW.

“Destination facilities” recycle the lamps, or provide treatment, storage and disposal to a dangerous waste landfill. A facility that only accumulates UW is not considered a destination facility.

For More Information

Questions on this topic may be directed to your nearest regional office Dangerous Waste Specialist.

If you need this information in an alternate format, please call the Hazardous Waste and Toxics Reduction Program at 360-407-6700. If you are a person with a speech or hearing impairment, call 711, or 800-833-6388 for TTY.
Appendix H: Inspector / Laboratory Certifications
This is to certify that

Tyler G. Sadler

has satisfactorily completed
4 hours of online refresher training as an
AHERA Building Inspector

to comply with the training requirements of
TSCA Title II, 40 CFR 763 (AHERA)

EPA Provider # 1085

Certificate Number 179142

Oct 14, 2020

Date(s) of Training
Expires in 1 year.

Exam Score: N/A
(if applicable)

Instructor: Andre Zwanenburg
STATE OF WASHINGTON
Department of Commerce
Lead-Based Paint Abatement Program

Tyler G Sadler

Has fulfilled the certification requirements of
WAC 365-230
and has been certified to conduct lead-based
paint activities as a
Risk Assessor

<table>
<thead>
<tr>
<th>Certification #</th>
<th>Issuance Date</th>
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<tbody>
<tr>
<td>6705</td>
<td>03/26/2018</td>
<td>03/26/2021</td>
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</table>
Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101631-0

Pacific Rim Environmental, Inc.
Tukwila, WA

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard /ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2020-04-01 through 2021-03-31
Effective Dates

For the National Voluntary Laboratory Accreditation Program
SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

Pacific Rim Environmental, Inc.
6510 Southcenter Boulevard
Suite #40
Tukwila, WA 98188
Mr. William F. Golloway
Phone: 206-244-8965 Fax: 206-244-9096
Email: fgolloway@pacrimenv.com
http://www.pacrimenv.com

ASBESTOS FIBER ANALYSIS

Bulk Asbestos Analysis

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>18/A01</td>
<td>EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples</td>
</tr>
<tr>
<td>18/A03</td>
<td>EPA 600/R-93/116 : Method for the Determination of Asbestos in Bulk Building Materials</td>
</tr>
</tbody>
</table>
December 9, 2020

Ralph Eaton
City of Tacoma-Tacoma Water
3628 South 35th Street
Tacoma, WA 98409

SUBJECT: McMurray Pump Station Demolition
LU20-0186 Activities Allowed with Staff Review
311 McMurray Road, Parcel 0321261003

Dear Mr. Eaton,

You have requested to utilize the Activities Allowed with Staff Review process of Tacoma Municipal Code (TMC) 13.11.210.B.15 to demolish the McMurray pump station located at 211 McMurray Road NE. A temporary access road will be installed to completely remove the existing concrete building down to, but not including, the concrete slab. A power pole will also be removed during the demolition activity. This work will include the removal of all pumps, motors and piping down to the level of the slab. The temporary access road will be removed following demolition and the site will be revegetated with native vegetation.

The request is approved subject to conditions.

Prior to ground work, the applicant must obtain any approvals required by other local, state and federal agencies. Approved activities or projects within critical areas and their buffers are required to use best management practices to protect the critical area. Any impact that is not a necessary outcome of the allowed or otherwise approved activity shall be restored.

The following supporting documents were reviewed for this request:

- Site Plan
- Explanatory Email describing site and restoration action

FINDINGS

Applicable Tacoma Municipal Code Critical Areas Preservation Ordinance Regulations

1. The intent of Chapter 13.11 is to ensure that the City’s remaining critical areas are preserved and protected from degradation caused by improper use and development. See TMC 13.11.120.

2. Development and activities occurring in or adjacent to a critical area which could result in a significant change to the critical area are subject to the provisions of the City’s Critical Area Preservation Ordinance, TMC Chapter 13.11. See TMC 13.11.130 and TMC 13.11.140.
3. **TMC 13.11.210.B** requires that any incidental impacts to or alteration of a critical area caused by an allowed activity must be restored or replaced at the responsible party’s expense.

4. **TMC 13.11.210** allows City staff to issue a letter of approval with conditions for certain projects without requiring a critical area permit. The activities allowed with staff review process are not subject to appeal.


**Project Description**

6. The City of Tacoma proposes to demolish the McMurray pump station and completely remove the existing concrete building down to, but not including the concrete slab. A power pole will also be removed during the demolition activity. In order to conduct the demolition, a temporary access road will be constructed on the moderate slope to access the building and power pole with necessary equipment. This work will include removing all pumps, motors and piping down to the level of the slab. Following demolition, the temporary access road will be removed and the site, including the temporary access road area will be revegetated with native vegetation.

7. The project site is located 311 McMurray Road, Parcel 0321261003. The area where the existing pump station is located is on a small, gradually sloping terrace east of a stream.

8. The area to be disturbed by the demolition of the building and the construction of the temporary access road is approximately 2500 square feet. The overall goal of the mitigation plan is to replant the area surrounding the foundation and the temporary road access. Monitoring will be provided for 5 years to ensure survival and successful establishment.

9. A Type Np or possibly Type Ns stream is located to the northwest of the project site. The smallest buffer of 25 feet for a Type Ns2 stream does appear to extend over the proposed demolition location. The stream is located within a steep ravine and is riprapped or graveled along the bottom. The stream is lined on both sides with old concrete debris, as well as ecology blocks near where it drains under McMurray Road.

10. A Biodiversity Area/Corridor associated with the stream and its buffer is located along the hillside. In addition, steep slopes are mapped on the City’s DART map along the path of the proposed temporary road. The tree cover around the building is vegetated with Pacific Yew, Big Leaf maple, red alder and vine maple. Himalayan blackberry is scattered throughout.

11. The applicant proposes to pull (dig out tubers) and/or spray the Himalayan blackberry prior to any planting. Protection of the surrounding native vegetation is required to limit overspray effects on the existing native vegetation.

12. Best Management practices will include the installation of temporary erosion and sediment control measures on the temporary access road.

**Conclusions**

13. The temporary impacts to the Biodiversity Area/Corridor will be fully mitigated through restoration and long term monitoring to ensure successful re-establishment of a multi-tiered canopy on the slope. Invasive species will be controlled and the
overall restoration is expected to result in a more highly functioning area surrounding the previous structure and within the access road area.

14. Based on the above findings, the requested demolition is consistent with the provisions of the City’s Critical Areas Preservation Ordinance TMC 13.11 and will provide “all known and reasonable protection methods for the critical area” under TMC 13.11.210.B.15 as demonstrated in the application materials provided. Therefore, it has been determined that if properly conditioned this project can be approved without the need for a Critical Area Development Permit as allowed according to TMC 13.11.210.

Conditions
I find that the applicant has met the provisions of TMC 13.11.210.B.15; therefore, the requested demolition of an old pump station and power pole is authorized subject to the following conditions:

1. The applicant shall install replacement vegetation according to the McMurray Pump Station Demolition site plan with the Restoration Area Planting Schedule dated 8/2020 and prepared by Eric Russell, Tacoma Water. Four species of trees, including Douglas fir, Big Leaf Maple, Vine maple, and Red Alder shall be installed within the temporary road area. An As-Built shall be provided to the City for review and approval prior to entering the monitoring period. While spraying Himalayan blackberry prior to planting, the existing native plants in the area shall be protected from overspray. Additional impacts that may occur from spraying the Himalayan blackberry may result in the necessity of additional replacement vegetation.

2. The applicant shall monitor the mitigation area according to the provisions contained in the Technical Memorandum for a period of 5 years and shall provide monitoring reports to the City in years 1, 2, and 5 for review and approval following vegetation installation. The required Performance Standards shall be:

   Year 1: 100% survival
   Year 2: 90% survival
   Year 5: 80% survival and 50% cover

3 Any impacts to the sloped areas shall be stabilized, addressed with erosion control measures, and re-vegetated.

4. Geotechnical Advisory comments:
   1) The slopes appear to be moderate in nature. The temporary access way alignment proposed is consistent with construction along a moderate slope.
   2) Erosion control measures must be outlined to prevent impacts to the adjacent slopes.
   3) Final erosion control shall be permanent and not require maintenance.

In addition, please be that this permit is only applicable to the proposed project as described above and based upon the information submitted. Modifications to this proposal and future activities or development may be subject to further review and additional permits as required in accordance with TMC 13.11.
This letter of approval is being issued per the provisions of TMC 13.11. If you have any further questions please contact me at (253) 591-5773 or kkluge@cityoftacoma.org.

Sincerely,

Karla Kluge  
Senior Environmental Specialist
APPENDIX B
REQUIRED SUBMITTAL FORMS

Bid Proposal Form
Signature Page
Record of Prior Contracts
EIC Utilization Form
State Safety Violations Record-Instructions
Certification of Compliance with Wage Payment Statutes
State Responsibility and Reciprocal Bid Preference Information

APPENDIX C

Request for Bids
Template Revised: 11/24/2020

Specification No. TW21-0530N
Bidder agrees to furnish the following FOB, City of Tacoma, Water Department, 243 McMurray Rd NE, Tacoma, WA 98422 freight prepaid and allowed.

**Section 1 – Bid Summary**

Enter the cost (Unit Price) for each item below. The unit price and total cost must be shown in the spaced provided. Total cost shall be determined by multiplying the unit price by the estimated quantity (Quantity). Unit costs shall be all-inclusive and available for 120 days beyond the opening date.

Vendor: ____________________________

Bid Summary:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>UOM</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Temporary Erosion Control Installation and Removal</td>
<td>1</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Best Practices, Clear and dispose of vegetation, Excavate and install a temporary quarry spall road, suitable to allow heavy demolition equipment to gain access to the pump station site. Per dwg: McMurray PS Demo</td>
<td>1</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Remove and dispose of the pump and motor, including load, transport and disposal/recycle to a facility that accepts this type of material</td>
<td>1</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Completely demolish the concrete pump station building to the slab on grade including: load, transport and disposal/recycle of concrete structure and all interior/exterior equipment, piping and electrical.</td>
<td>1</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Cost</td>
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<tr>
<td>6</td>
<td>Remove the concrete slab over the pump sump and fill entire sump with crushed rock to within three (3) inches of slab finish grade and cap with a minimum of three (3) inches of concrete.</td>
<td>1</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Removal and disposal of the electric service pole, either by cutting six (6) inches below grade and bury stump or by completely remove pole from the ground</td>
<td>1</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Remove and dispose of the temporary quarry spall road. Grade area of the access road in preparation for the erosion control cover. Soil erosion control to be completed by the City of Tacoma</td>
<td>1</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>Traffic Control and Flagging</td>
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<td>LS</td>
<td>$</td>
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<td>10</td>
<td>Demobilization</td>
<td>1</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>Street Cleaning Services</td>
<td>1</td>
<td>LS</td>
<td>$</td>
</tr>
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</table>

Base Bid $ 
Sales Tax (10.2%) $ 
Total Cost $
All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the Request for Bids on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

REQUEST FOR SELECT SPECIFICATION NO TW21-0503N
McMurray Pump Station
Demolition

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 into Contracts for Bidder/Proposer

Date

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


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.
Specification No. ____________________
Name of Bidder: ____________________

State Responsibility and Reciprocal Bid Preference Information

Certificate of registration as a contractor
(Must be in effect at the time of bid submittal):

Number: ____________________
Effective Date: ____________________
Expiration Date: ____________________

Current Washington Unified Business Identifier
(UBI) Number:

Number: ____________________

Do you have industrial insurance (workers’ compensation)
Coverage nor your employees working in Washington?

☐ Yes  ☐ No  ☐ Not Applicable

Washington Employment Security Department Number

Number: ____________________
☐ Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: ____________________
☐ Not Applicable

Have you been disqualified from bidding any public
works contracts under RCW 39.06.010 or 39.12.065(3)?

☐ Yes  ☐ No
If yes, provide an explanation of your
disqualification on a separate page.

Do you have a physical office located in the state of
Washington?

☐ Yes  ☐ No

If incorporated, in what state were you incorporated?

State: ____________  ☐ Not Incorporated

If not incorporated, in what state was your business
entity formed?

State: ____________

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

☐ Yes  ☐ No
City of Tacoma

Certification of Compliance with Wage Payment Statutes

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

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

__________________________________________________________________________
Bidder

__________________________________________________________________________
Signature of Authorized Official*

__________________________________________________________________________
Printed Name

__________________________________________________________________________
Title

Date ___________________________ City ___________________________ State ___________________________

Check One:
Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

__________________________________________________________________________

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

__________________________________________________________________________

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

Certification of Compliance with Wage Payment Statutes 09/20/2018
EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document only the EIC contractors or material suppliers that will be awarded a contract. This information will be used in calculating the EVALUATED BID. Additional forms may be used if needed.
- Prime contractors are encouraged to solicit bids from EIC approved firms.
- Be sure to include this form with your bid submittal in order to receive EIC credit.
- It is the prime contractor’s responsibility to check the certification status of EIC contractors prior to the submittal deadline.

Bidder’s Name: ____________________________________________
Address: ____________________________________________
City/State/Zip: ____________________________________________

Spec. No. __________ Base Bid * $ ____________________________
Complete company names and phone numbers are required to verify your EIC usage.

<table>
<thead>
<tr>
<th>Company Name and Telephone Number</th>
<th>MBE, WBE, or SBE (Write all that apply)</th>
<th>NAICS code(s)</th>
<th>Contractor Bid Amount (100%)</th>
<th>Material Supplier Bid Amount (20%)</th>
<th>Estimated MBE Usage Dollar Amount</th>
<th>Estimated WBE Usage Dollar Amount</th>
<th>Estimated SBE Usage Dollar Amount</th>
</tr>
</thead>
<tbody>
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<table>
<thead>
<tr>
<th>i. MBE Utilization %</th>
<th>j. WBE Utilization %</th>
<th>k. SBE Utilization %</th>
</tr>
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<tbody>
<tr>
<td></td>
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</table>

By signing and submitting this form the bidder certifies that the EIC firms listed will be used on this project including all applicable change orders.

Type or Print Name of Responsible Officer / Title ________________________________
Signature of Responsible Officer ______________________________________________
Date ________________________________________________________________________

CCD/SBE/FORMS revised July 2020
INSTRUCTIONS FOR COMPLETING
EIC UTILIZATION FORM

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

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

1. * Base Bid is the prime contractor’s bid, plus any alternates, additives and deductive selected by the City. Also, please refer to Items #10-12 below.

2. Column “a” – List all EIC companies that you will be awarding a contract to if you are the successful bidder.

3. Column "b" – Identify if this firm is being utilized as an MBE, WBE, or SBE. (Firms may count towards multiple requirements)

4. Column "c" – List the appropriate NAICS code for the scope of work, services, or materials/supplies for each contractor.

5. Column “d” – The bid amount must be indicated for all listed EIC that you plan on doing business with. This quote is the price that you and the contractor have negotiated prior to bid opening.

6. Column “e” – The bid amount must be indicated for all listed EIC that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.

8. Column "f" – Estimated MBE Usage Dollar Amount: For all MBE firms used, multiply the amount in Column “d” by 1.0 plus the amount in Column “e” by 0.20. Insert the total amount in this column.

9. Column "g" – Estimated WBE Usage Dollar Amount: For all WBE firms used, multiply the amount in Column “d” by 1.0 plus the amount in Column “e” by 0.20. Insert the total amount in this column.

10. Column “h” – Estimated SBE Usage Dollar Amount: For all MBE, WBE, or SBE firms used, Multiply the amount in Column “d” by 1.0 plus the amount in Column “e” by 0.20. Insert the total amount in this column.

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

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

It is the prime contractor’s responsibility to check the status of EIC contractors prior to bid opening. Call the EIC Office at 253- 591-5075 for additional information.
# RECORD OF PRIOR CONTRACTS

**NAME**

**ADDRESS**

**Type of Work**

**Specification No.**

<table>
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<tr>
<th>Beginning Date</th>
<th>Completion Date</th>
<th>Contract With</th>
<th>Contact Person Phone #</th>
<th>Amount of Contract</th>
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**Remarks:**

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________________________________________________________________________
Sustainability

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

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
SAMPLE DOCUMENTS

Sample Contract
Performance Bond
Payment Bond
General Release
Certificate of Insurance Requirement
This Contract is made and entered into effective this ______ day of , ______ (“Effective Date”) by and between the City of Tacoma, a Municipal Corporation of the State of Washington (“City”), and legal name of Supplier including type of business entity (“Contractor”).

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

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

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

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

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

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

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

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

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

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

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

VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

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

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

CITY OF TACOMA: CONTRACTOR:

By: By:

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

Director of Finance:

City Attorney (approved as to form):

Approved By:

Approved By:

Approved By:

Approved By:

Approved By:

Approved By:

Approved By:
PAYMENT BOND
TO THE CITY OF TACOMA

That we, the undersigned,

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

, for the payment whereof Contractor and Surety bind themselves,

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

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

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

Specification No.

Specification Title:

Contract No.

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

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

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

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

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

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

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

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of “Surety Companies Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Department of the Treasury.
One original bond shall be executed, and be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: Enter Vendor Legal Name

________________________________________

By: ______________________________________

Surety:

________________________________________

By: ______________________________________

By: ______________________________________

Agent’s Name: ______________________________

Agent's Address: ____________________________
PERFORMANCE BOND
TO THE CITY OF TACOMA

That we, the undersigned,

as principal, and

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

$__________

, for the payment whereof Contractor and Surety bind themselves,

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

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

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

Specification No.

Specification Title:

Contract No.

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

______________________________

By: __________________________

Surety:

______________________________

By: __________________________

Agent's Name: __________________

Agent's Address: __________________
GENERAL RELEASE TO THE CITY OF TACOMA

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

Signed at Tacoma, Washington this_______ day of____________________, 20__.

________________________________________
Contractor

By_____________________________________

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

1. GENERAL REQUIREMENTS

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

1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.

1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.

1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.

1.4. Insurance policies required under this Contract that name “City of Tacoma” as Additional Insured shall:
    1.4.1. Be considered primary and non-contributory for all claims.
    1.4.2. Contain a “Separation of Insured provision and a “Waiver of Subrogation” clause in favor of City of Tacoma.

1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.

1.6. Verification of coverage shall include:
    1.6.1. An ACORD certificate or equivalent.
    1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
    1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

1.7. Liability insurance policies, with the exception of Professional Liability and Workers’ Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
    1.7.1. No specific person or department should be identified as the additional insured.
    1.7.2. All references on certificates of insurance and endorsements shall be listed as “City of Tacoma”.
    1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20
CITY OF TACOMA
INSURANCE REQUIREMENTS FOR CONTRACTS

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

1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.

1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.

1.10. Liability insurance policies shall be written on an “occurrence” form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security

1.11. If coverage is approved and purchased on a “Claims-Made” basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.

1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.

1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.

1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.

1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars ($25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.

1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.
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

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

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

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

4.5 Pollution Liability Insurance
Contractor shall maintain a Pollution Liability or Environmental Liability Insurance providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage shall provide both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor’s work with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) aggregate. This policy shall include Environmental Resource Damage coverage and Hazardous Substance Removal. If such coverage is provided on a “claims-made” basis, the following additional conditions must be met:

4.5.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.
4.5.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.

4.6 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.