



City of Tacoma, WA

**TACOMA WATER
REQUEST FOR BIDS**

2021 GRW CULVERT IMPROVEMENTS

SPECIFICATION NO. TW21-0513N



**City of Tacoma
TACOMA WATER**

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2021 GRW CULVERT IMPROVEMENTS**

Submittal Deadline: 11:00 a.m., Pacific Time, Monday, June 14, 2021

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

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

Bid Opening:

Submittals in response to a RFB will be recorded as received. As soon as possible 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-Proposal Meeting: A pre-proposal meeting will be held on June 4, 2021 at 9:00 AM at Tacoma Water's Headworks Office, 36525 SE Green River Headworks Road, Ravensdale, WA 98051. Please see Appendix C for Watershed Access Requirements for attending Pre-bid meeting.

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

Estimate: \$60,000

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

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 Dawn DeJarlais, Sr. Buyer by email to ddejarlais@cityoftacoma.org

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



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

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Request for Bids

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SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award.

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page.

The following items make up your submittal package:	
Signature Page (Appendix C)	
Proposal Page (Appendix C)	
Requirements for the Protection of the Water Supply in the Green River Watershed (Appendix C)	
Certification of Compliance with Wage Payment Statutes (Appendix C)	
State Responsibility and Reciprocal Bid Preference Information (Appendix C)	
Statement of Qualifications (Appendix C)	
Sustainability Form (Appendix C)	
Watershed Access Requirements for Pre-Bid Meeting (Appendix C) – Required to attend the Pre-Bid Meeting	
After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance Contractor shall submit a certificate of insurance as required by the City of Tacoma	

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

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

2.03 INSPECTION

A. Of the Work

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

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

B. Inspector's Authority

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

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

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

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

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

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

2.05 INDEMNIFICATION

A. Indemnification

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

B. Limitation of Liability for Primarily Supply-Type Contracts

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

2.06 CONTRACTOR'S INSURANCE

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

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

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

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

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

D. Subletting

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

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

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

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

2.08 DELAY

E. Extension of Time

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

F. Unavoidable Delay

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

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

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

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

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

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

B. Guarantee for Supply Contracts

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

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

C. Guarantee Period Extension

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

2.10 DEDUCTIONS FOR UNCORRECTED WORK

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

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

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

B. Termination for Cause

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

2.12 LIENS

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

2.13 LEGAL DISPUTES

A. General

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

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

B. Attorney Fees

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

2.14 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

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

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

2.15 PACKING SLIPS AND INVOICES

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

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

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

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

2.16 APPROVED EQUALS

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

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

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

2.17 ENTIRE AGREEMENT

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

2.18 CODE OF ETHICS

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

2.19 FEDERAL FINANCIAL ASSISTANCE

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

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

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

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

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

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

C. CLEAN AIR ACT

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

D. FEDERAL WATER POLLUTION CONTROL ACT

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

E. DEBARMENT AND SUSPENSION

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

F. BYRD ANTI-LOBBYING AMENDMENT

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. PROCUREMENT OF RECOVERED MATERIALS

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

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

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

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

3.01 RESPONDENT'S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

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

3.04 TRENCH EXCAVATION BID ITEM

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

3.05 SAFETY

A. General

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

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

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

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

B. Work Hazard Analysis Report

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

3.06 PROTECTION OF WORKERS AND PROPERTY

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

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

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

3.07 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

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

B. Character of Contractor's Employees

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

3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

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

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

B. Prevailing Wages

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

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

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

3.09 COPELAND ANTI-KICKBACK ACT

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

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

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

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

3.10 CHANGES

A. In Plans or Quantities

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

B. Extra Work

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

C. Extra Work - No Agreed Price

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

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

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

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

D. Claims for Extra Work

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

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

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

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

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

3.13 FINAL PAYMENT

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

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

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

3.14 FAILURE TO COMPLETE THE WORK ON TIME

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

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

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

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

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

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

3.16 LIST OF SUBCONTRACTORS

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

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. **REQUIREMENTS FOR THE PROTECTION OF THE WATER SUPPLY IN THE GREEN RIVER WATERSHED:** 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.

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. **STATEMENT OF QUALIFICATIONS:** 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.

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.

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - b. Have a current Washington Unified Business Identifier (UBI) number;
 - c. If applicable, have:

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

- 1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
- 2. Whether the respondent can perform the contract within the time specified, without delay or interference;
- 3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents, including past compliance with the City's Ethics Code;
- 4. Quality of performance of previous contracts;
- 5. Previous and existing compliance with laws and ordinances relating to contracts or services;
- 6. Sufficiency of the respondent's financial resources;
- 7. Quality, availability, and adaptability of the supplies, purchased services or public works to the particular use required;
- 8. Ability of the respondent to provide future maintenance and service on a timely basis;

9. Payment terms and prompt pay discounts;
10. The number and scope of conditions attached to the submittal;
11. Compliance with all applicable City requirements, including but not limited to the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs;
12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA

N/A

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 City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for forest road culvert

improvement installations. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

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:

Pre-Bid Meeting:	6/4/2021
Question Deadline:	6/7/2021
City response to Questions:	6/10/2021
Submittal Due Date:	6/14/2021
Anticipated Award Date:	6/29/2021

5. INQUIRIES

Questions and request for clarifications of the specifications may be submitted in writing by **3:00 p.m., Pacific Time, Monday, June 7, 2021**, to Dawn DeJarlais, Purchasing Division, via email to ddejarlais@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 **Thursday, June 10, 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

- 6.1** A pre-bid meeting will be held on June 4, 2021 at 9:00 AM at Tacoma Water's Headworks Office, 36525 SE Green River Headworks Road, Ravensdale, WA 98051. Please see Appendix C for Watershed Access Requirements for attending Pre-bid meeting.

7. DISCLAIMER

The City is not liable for any costs incurred by the Respondent for the preparation of materials

Request for Bids

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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, 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 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 INFORMATION

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 King 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/>

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.

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.

1. GENERAL REQUIREMENTS

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.

- 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.
- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.

- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.
- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

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

4.2 Commercial (Business) Automobile Liability Insurance

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

4.3 Workers' Compensation

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

4.4 Employers' Liability Insurance

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

4.5 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 – If Applicable

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 management 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 [Contractor Resource Website](#).

19. TECHNICAL PROVISIONS

A. SCOPE OF WORK AND DELIVERABLES

Clauses in the scope of work apply to all road related work, including rock pit and road use, unless otherwise noted. If other operators are using, or desire to use these roads, a joint operating plan must be developed. All parties shall follow this plan. See Appendix A for Maps, CULVERT LIST, Road Plan Details and Drawings.

COMPLIANCE WITH ALL APPLICABLE LAWS

Bidder shall comply with all applicable statutes, regulations and state laws.

HABITAT CONSERVATION PLAN

The City of Tacoma agrees to authorize the lawful activities of the Bidder carried out pursuant to this contract, PROVIDED the Bidder remains in compliance with the terms and conditions of both the HCP and ITP. The requirements set forth in this contract are intended to comply with the terms and conditions of the HCP and ITP. Accordingly, non-compliance with the terms and conditions of the HCP and ITP will render the authorization provided in this paragraph void, be deemed a breach of the contract and may subject Bidder to liability for violation of the Endangered Species Act.

STRUCTURES

Bidder shall install all culverts listed on the CULVERT LIST. Tacoma Water will supply all culverts and bands on the culvert list. Requirements for these structures are listed throughout the scope of work and appendices.

CHANGES

If the Bidder desires a change from the scope of work including, but not limited to, relocation, extension, or change in design; a plan must be submitted in writing to the Contract Administrator for consideration. Before work begins, Bidder shall obtain approval from the City of Tacoma for the submitted plan.

UNFORESEEN CONDITIONS

Quantities established in the scope of work are minimum acceptable values. Additional quantities required by the City of Tacoma due to unforeseen conditions, or Bidder's choice of construction season or techniques will be at the Bidder's expense. Unforeseen conditions include, but are not limited to, solid subsurface rock, subsurface springs, saturated ground, and unstable soils.

ROAD DIMENSIONS

Bidder shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within the scope of work.

TEMPORARY ROAD CLOSURE

Bidder shall notify the Contract Administrator a minimum of 5 calendar days before the closure of any road. Construction may not close any road for more than 1 calendar day, unless approved in writing by the contract administrator.

REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

Bidder shall repair or replace all materials, roadway infrastructure, and road components damaged during road work or operation activities. The Contract Administrator will direct repairs and replacements. Repairs to structural materials must be made in accordance with the manufacturer's recommendation.

DAMAGED METALLIC COATING

Any damaged galvanized or aluminized coating on existing or new bridge components must be cleaned and treated with a minimum of two coats of zinc rich paint.

WSDOT STANDARD SPECIFICATION REFERENCE

References in the scope of work to "WSDOT Standard Specifications" mean the Washington State Department of Transportation's Standard Specifications for Road, Bridge, and Municipal Construction 2020 (M41-10).

ROAD MARKING

Bidder shall perform road work in accordance with the City of Tacoma's marked location. All replacement culverts are marked as follows:

- Yellow fiberglass posts with the culvert number labeled on the top portion of the post.
- New culvert outlet and inlet locations are marked with orange or pink ribbon.

COMPLETE BY DATE

Bidder shall complete all work prior to October 31, 2021.

WORK NOTIFICATIONS

Bidder shall notify the Contract Administrator a minimum of 7 calendar days before work begins.

ACTIVITY TIMING RESTRICTION

The operation of construction equipment is not allowed on weekends or state recognized holidays, unless authorized in writing by the Contract Administrator.

SEDIMENT RESTRICTION

Bidder shall not allow silt-bearing runoff to enter any streams. Work will require a bypass to be constructed or pumping of water around the work site as to isolate the section of stream, if flowing, where the culvert installation will occur. All work will take place in the dry.

CLOSURE TO PREVENT DAMAGE

The Contract Administrator will suspend road work or hauling rock under the following conditions:

- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Excavation or trench stability problems persist.
- Compaction of fill material or surfacing rock is not satisfactory.
- Weather is such that satisfactory results cannot be obtained in an area of operations.
- When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

Operations must stop unless authority to continue working or hauling is granted in writing by the Contract Administrator. Before and during any suspension, Bidder shall protect the worksite from damage or deterioration.

BRIDGE AND ASPHALT SURFACE RESTRICTION

The use of metal tracked equipment is not allowed on bridge or asphalt surfaces at any time. If Bidder must run equipment on bridge or asphalt surfaces, then rubber tired equipment or other methods, approved in writing by Contract Administrator, must be used.

SNOW PLOWING RESTRICTION

Snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contract Administrator upon request. Bidder shall request a SNOW PLOWING AGREEMENT each time plowing occurs. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

PASSAGE OF LIGHT VEHICLES

Bidder shall maintain roads in a condition that will allow the passage of pickup trucks, unless approved in writing by the contract administrator.

EXCAVATOR CONSTRUCTION

Bidder shall use a track mounted hydraulic excavator for construction work, unless authorized in writing by the Contract Administrator.

CUT SLOPE RATIO

Bidder shall construct excavation slopes no steeper than shown on the following table:

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (56% to 70% side slopes)	¾:1	133
Common Earth (on slopes over 70%)	½:1	200
Fractured or loose rock	½:1	200
Hardpan or solid rock	¼:1	400

EMBANKMENT SLOPE RATIO

Bidder shall construct embankment slopes no steeper than shown on the following table:

<u>Material Type</u>	<u>Embankment Slope Ratio</u>	<u>Embankment Slope Percent</u>
Sandy Soils	2:1	50
Common Earth and Rounded Gravel	1½:1	67
Angular Rock	1¼:1	80

SHAPING CUT AND FILL SLOPE

Bidder shall construct excavation and embankment slopes to a uniform line and left rough for easier revegetation. Embankment slopes shall match the native slope on both sides of the culvert.

DITCH CONSTRUCTION AND RECONSTRUCTION

Bidder shall reconstruct ditches, if needed a minimum of 25 feet in either direction of the culvert installation, into the subgrade as specified on the TYPICAL SECTION SHEET.

DITCH DRAINAGE

Ditches must drain to cross-drain culverts.

WASTE MATERIAL DEFINITION

Waste material is defined as all dirt, rock, mud, or related material that is extraneous or unsuitable for construction material.

DISPOSAL OF WASTE MATERIAL

Bidder must end haul all waste material to the designated waste area location.

WASTE AREA LOCATION

Bidder shall deposit waste material in the listed designated areas.

<u>Road</u>	<u>Waste Area Location</u>	<u>Comments</u>
3703	14 Mile Marker	Waste at back of flat as directed

ROAD SHAPING

Bidder shall shape the subgrade and surface as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape must ensure runoff in an even, un-concentrated manner, and must be uniform, firm, and rut-free.

FILL COMPACTION

Bidder shall compact all embankment by routing equipment over the entire width of each lift, each lift is a maximum of 2 feet of material. A plate compactor must be used for areas too narrow to accommodate equipment.

SURFACE COMPACTION

Bidder shall compact maintained road surfaces by routing equipment over the entire width.

DRY WEATHER COMPACTION

At any time of year, the Contract Administrator may require the application of water to facilitate compaction activities. The method of water application is subject to written approval by the Contract Administrator.

REMOVAL OF SHOULDER BERMS

Bidder shall remove berms from road shoulders, within working area.

CULVERTS

Culvert locations and the requirements for culvert length and diameter are designated on the CULVERT LIST. Culvert outlets may not terminate directly on unprotected soil. Culverts supplied by the City of Tacoma must be used.

PLASTIC BAND

Request for Bids
Template Revised: 11/24/2020

Specification No. TW21-0513N

Plastic coupling bands must meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer may be used. Couplings must be split coupling band. Split coupling bands must have a minimum of four corrugations, two on each side of the pipe joint. All bands will be supplied by the City of Tacoma.

CROSS DRAIN CULVERT INSTALLATION

Culvert installation must be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations and WSDOT Standard Specifications.

CROSS DRAIN SKEW AND SLOPE

Cross drains, on road grades in excess of 3%, must be skewed at least 30 degrees from perpendicular to the road centerline, except where the cross drain is at the low point in the road culverts will not be skewed. Cross drain culverts must be installed at a slope steeper than the incoming ditch grade, but not less than 3% or more than 20%.

CULVERT DEPTH OF COVER

Cross drain culverts must be installed with a depth of cover of not less than 1 foot of compacted subgrade over the top of the culvert at the shallowest point. Stream crossing culverts must be installed with a depth of cover recommended by the culvert manufacturer for the type and size of the pipe.

ENERGY DISSIPATERS

Bidder shall install energy dissipaters in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL. Energy dissipater installation is subject to approval by the Contract Administrator.

The type of energy dissipater and the amount of material must be consistent with the specifications listed on the CULVERT LIST. Energy dissipaters must extend a minimum of 1 foot to each side of the culvert at the outlet and a minimum of 2 feet beyond the outlet. Rock must be set in place by machine. No placement by end dumping or dropping of rock is allowed.

CATCH BASINS

Bidder shall construct catch basins in accordance with CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 2 feet wide and 4 feet long unless specified otherwise on the CULVERT DETAIL OR LIST.

HEADWALLS FOR CROSS DRAIN CULVERTS

Bidder shall construct headwalls in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts, except where the cross drain is at the low point in the road. Minimum specifications require that rock be placed at a width of one culvert diameter on each side of the culvert opening, and to a height of one culvert diameter above the top of the culvert. Rock may not restrict the flow of water into culvert inlets or catch basins. Rock must be set in place by machine.

STREAM CROSSING CULVERT INSTALATION

Bidder shall install stream crossing structures in accordance with the manufacturer's requirements, the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings". Corrugated Polyethylene pipe must be installed in a manner consistent with the manufacturer's recommendations and WSDOT Standard Specifications.

BANK PROTECTION FOR STREAM CROSSING CULVERTS

Bank protection must be designed and constructed to prevent the undermining of the structure.

ARMORING FOR STREAM CROSSING CULVERTS

Bidder shall place Quarry Spalls in conjunction with or immediately following construction of the embankment. Rock must be placed on shoulders, slopes, and around culvert inlets and outlets as designated on the CULVERT LIST or as directed by the Contract Administrator. Rock may not restrict the flow of water into culvert inlets or catch basins. Rock must be set in place by machine. No placement by end dumping or dropping of rock is allowed.

CULVERT MATERIAL REMOVED FROM CITY LAND

Culverts removed from roads become the property of the Bidder and must be removed from City of Tacoma land. In addition, smashed culverts located at mile marker 14.34 and 14.68 must be removed from City of Tacoma land.

ROCK SOURCE ON CITY OF TACOMA LAND, Existing stockpile

Rock used in accordance with the quantities on the CULVERT LIST may be obtained from the following existing stockpile on city land at no charge to the Bidder. Bidder shall obtain written approval from the Contract Administrator for the use of material from any other source. Bidder shall not remove additional yardage without prior written approval from the Contract Administrator.

<u>Source</u>	<u>Location</u>	<u>Rock Type</u>
Koss Pit	T20NR08ES12	Culvert Bedding, Surfacing & Quarry Spalls
26 Mile Pit	T20NR09ES13	Quarry Spalls

ROCK APPLICATION

Bidder shall apply rock in accordance with the specifications and quantities shown on the CULVERT LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations. Road surfaces must be compacted by routing equipment over the entire width.

STRUCTURE DEBRIS

Bidder shall not allow debris from the installation or removal of structures to enter any stream. Components removed from existing structures must be removed from City of Tacoma land. Bidder shall maintain a clean jobsite, with all materials stored away from the high water mark or other area presenting a risk of the materials entering a stream. Debris entering any stream must be removed immediately, and placed in the site designated for stockpiling or disposal. Bidder shall retrieve all material carried downstream from the jobsite.

CULVERT SHAPE CONTROL

Bidder shall monitor the culvert shape during backfill and compaction. Special attention must be paid to maintaining the structure's rise dimensions, concentricity, and smooth uniform curvature. If compaction methods are resulting in peaking or deflection of the culvert, Bidder shall modify the compaction method to achieve the appropriate end result.

GATE CLOSURE DURING HAUL

Bidder shall keep gates closed and locked except for passing vehicles.

PROTECTION FOR EXPOSED SOIL

Bidder shall provide and evenly spread a layer of straw to all exposed soils at stream culvert installations. Soils must be covered before the first anticipated storm event.

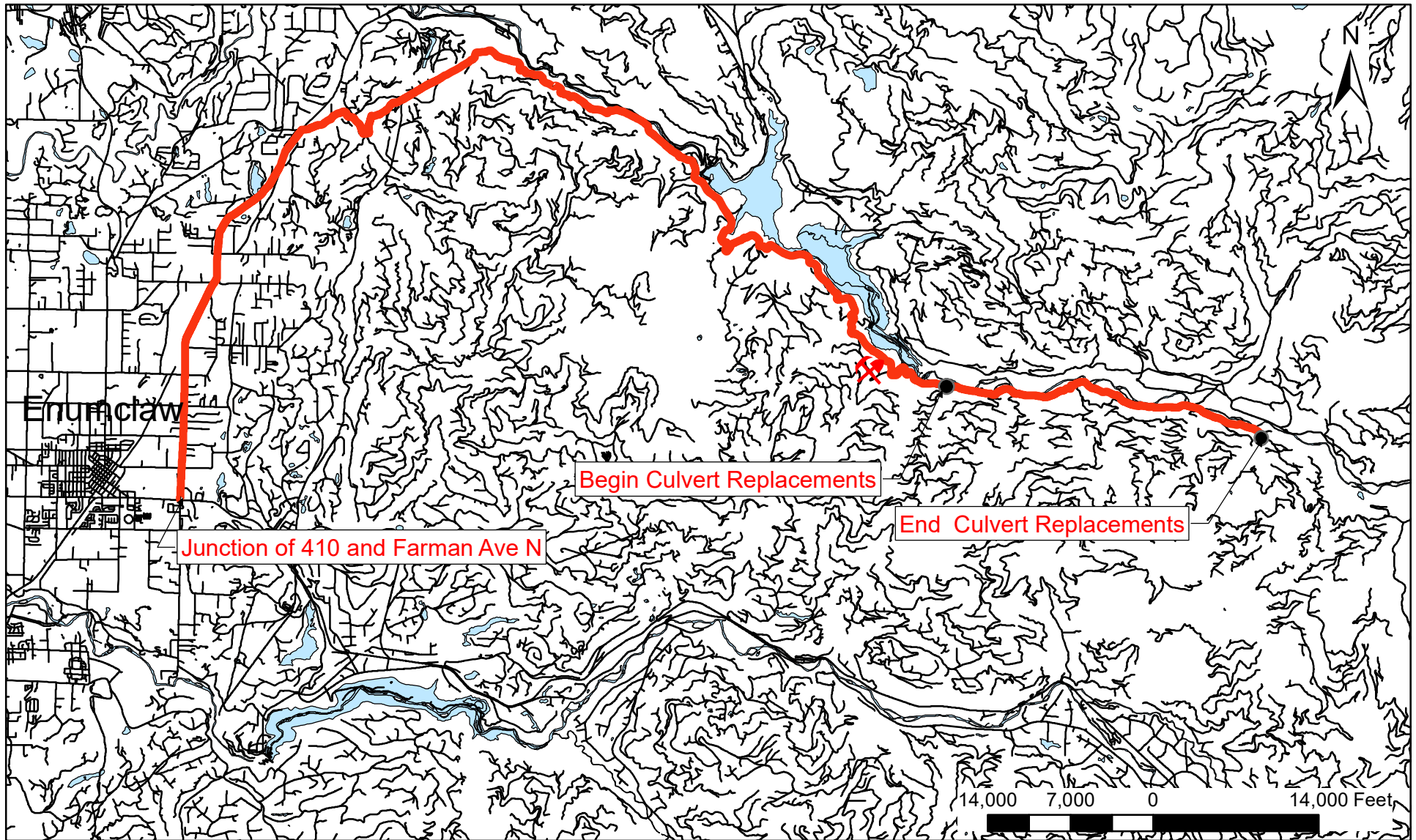
Appendix A

Maps

Road Plan

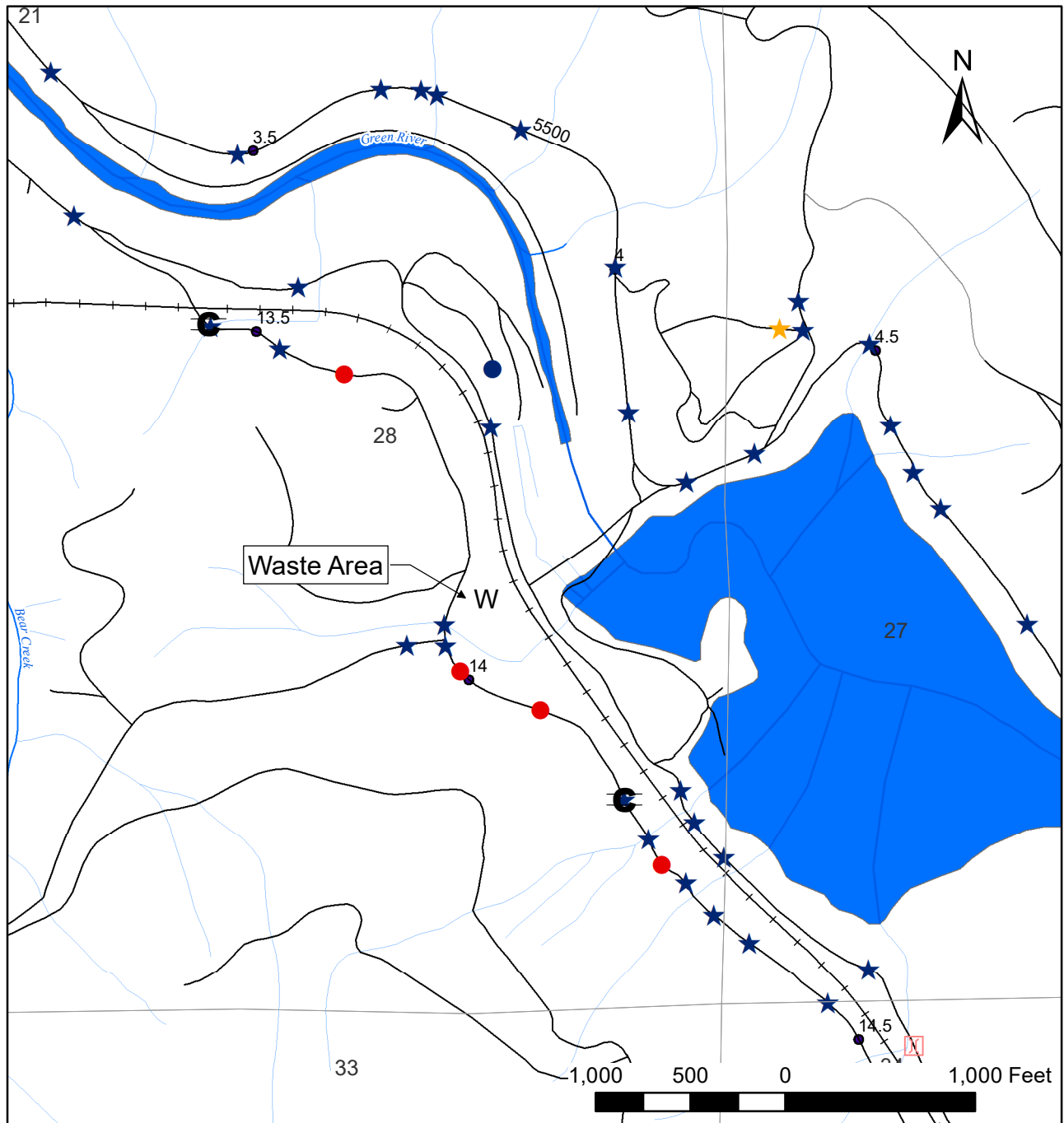
Details Drawings

2021 GRW Culvert Improvements Vicinity Map











Driving Directions: From the junction of state hwy 410 and Farman Street N in Enumclaw, follow Farman St N for 6.6 miles to (just north of Cumberland and across from the power station) the junction with SE Kuzak Rd. Follow SE Kuzak Rd for 2.0 miles until the road comes to a T. Go left through the locked gate onto the 3703 / Southside mainline Rd (Old Weyerhaeuser Mainline Rd) for approximately 3 miles to another locked gate. Continue approximately 10 more miles on the 3703 road to culvert 10.35.

2021 City of Tacoma Culvert Location Map

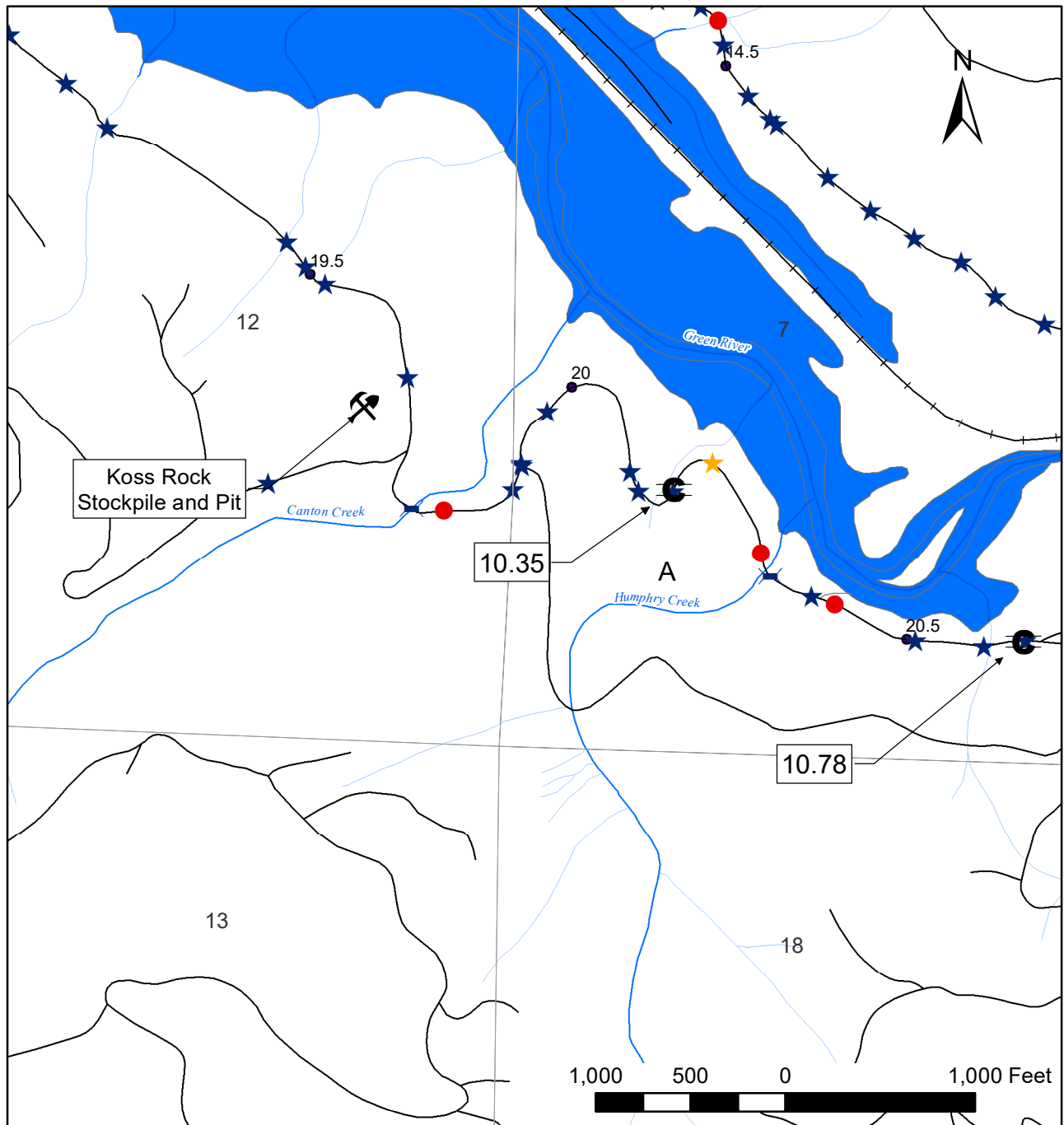


Legend





-  Culverts locations, and their number
-  Koss Rock Pit and Stockpile
-  Mile Post Marker and number
-  Green River / Howard Hansen Reservoir




-  Road
-  Railroad
-  Section
-  W Waste Area

2021 City of Tacoma Culvert Location Map

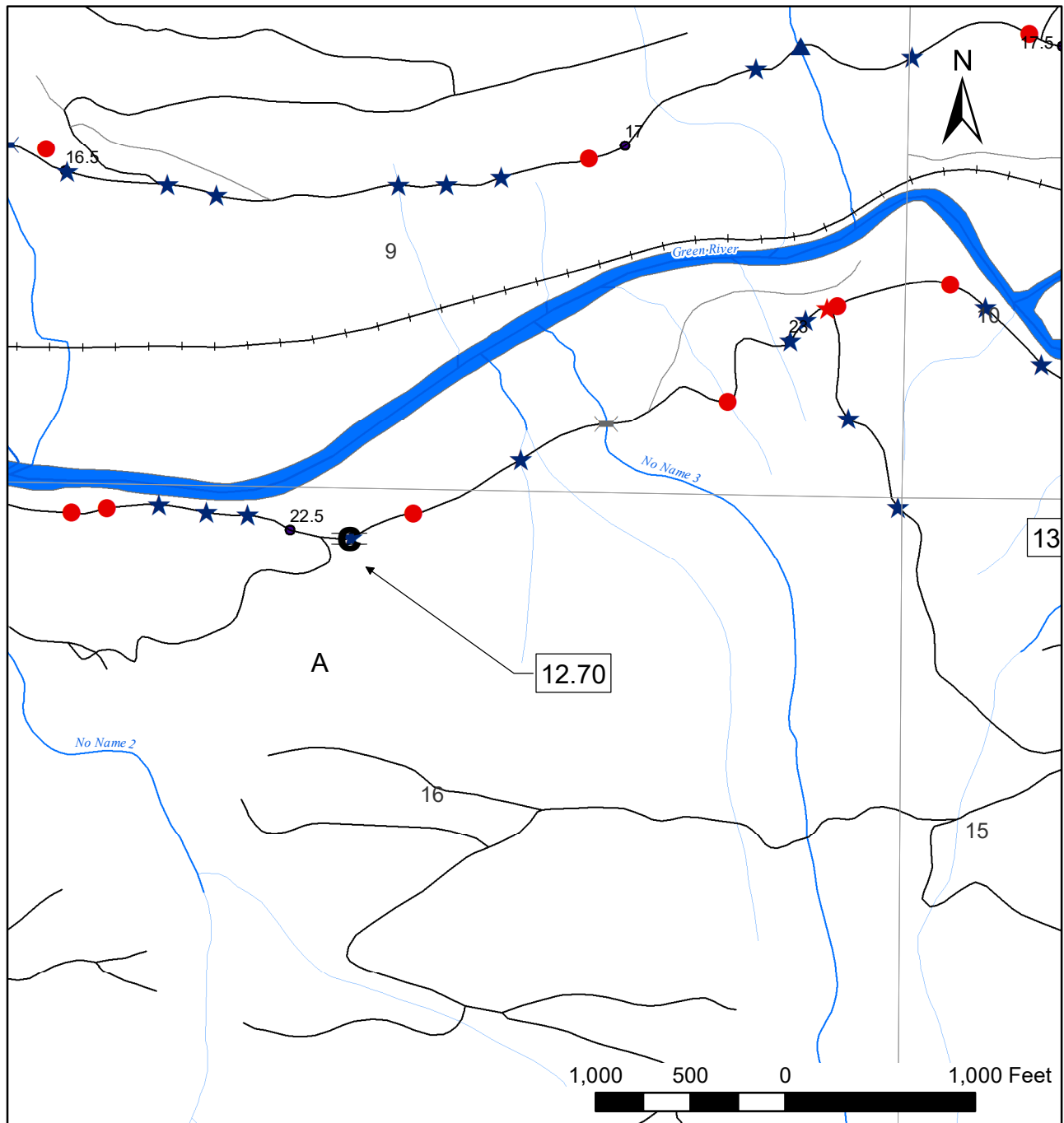


Legend





-  Culverts locations, and their number
-  Koss Rock Pit and Stockpile
-  Mile Post Marker and number
-  Green River / Howard Hansen Reservoir





-  Road
-  Railroad
-  Section

2021 City of Tacoma Culvert Location Map

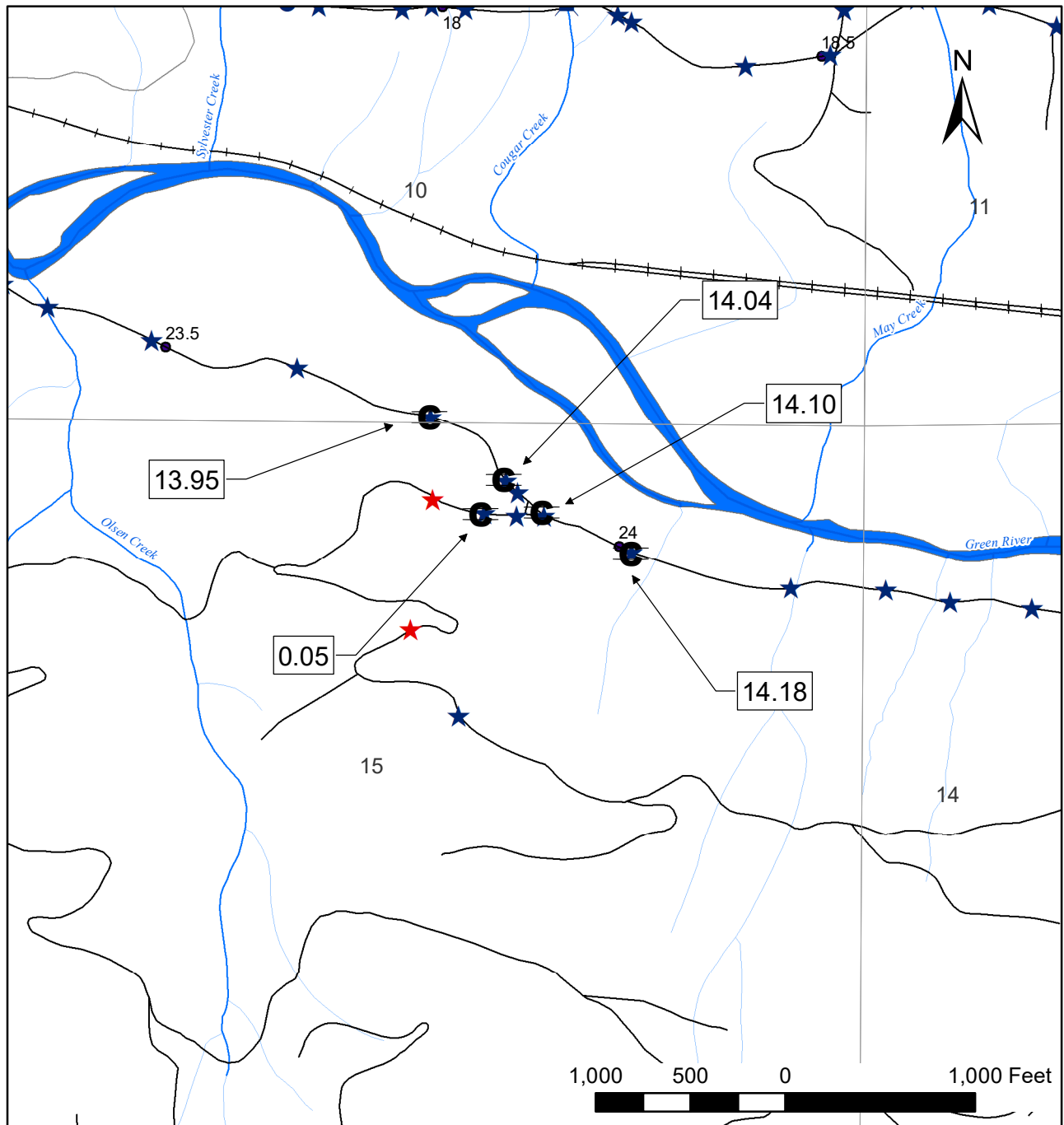


Legend





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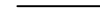
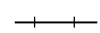


-  Road
-  Railroad
-  Section
-  Waste Area

2021 City of Tacoma Culvert Location Map

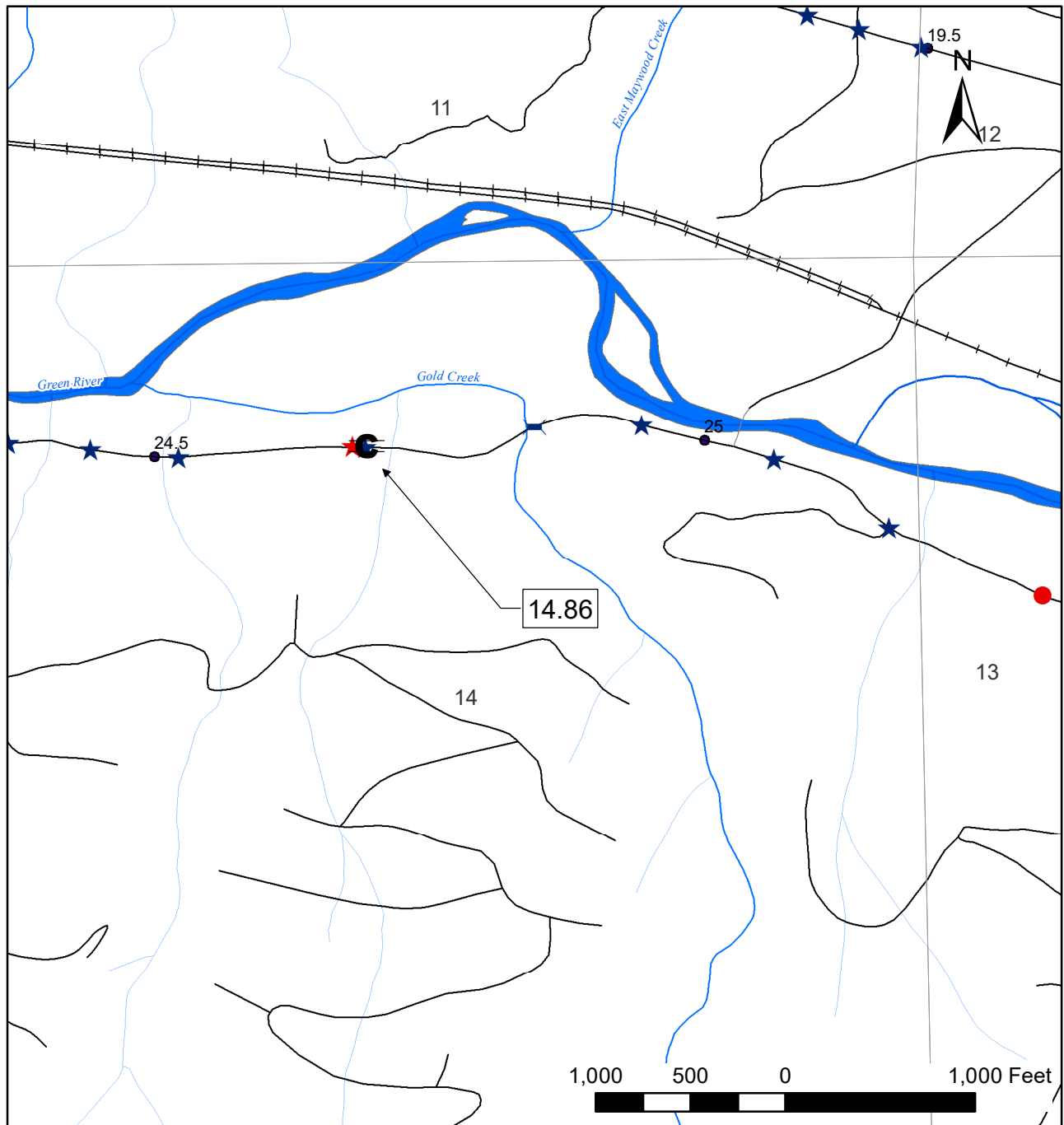


Legend





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-  Mile Post Marker and number
-  Green River / Howard Hansen Reservoir





-  Road
-  Railroad
-  Section
-  Waste Area

2021 City of Tacoma Culvert Location Map

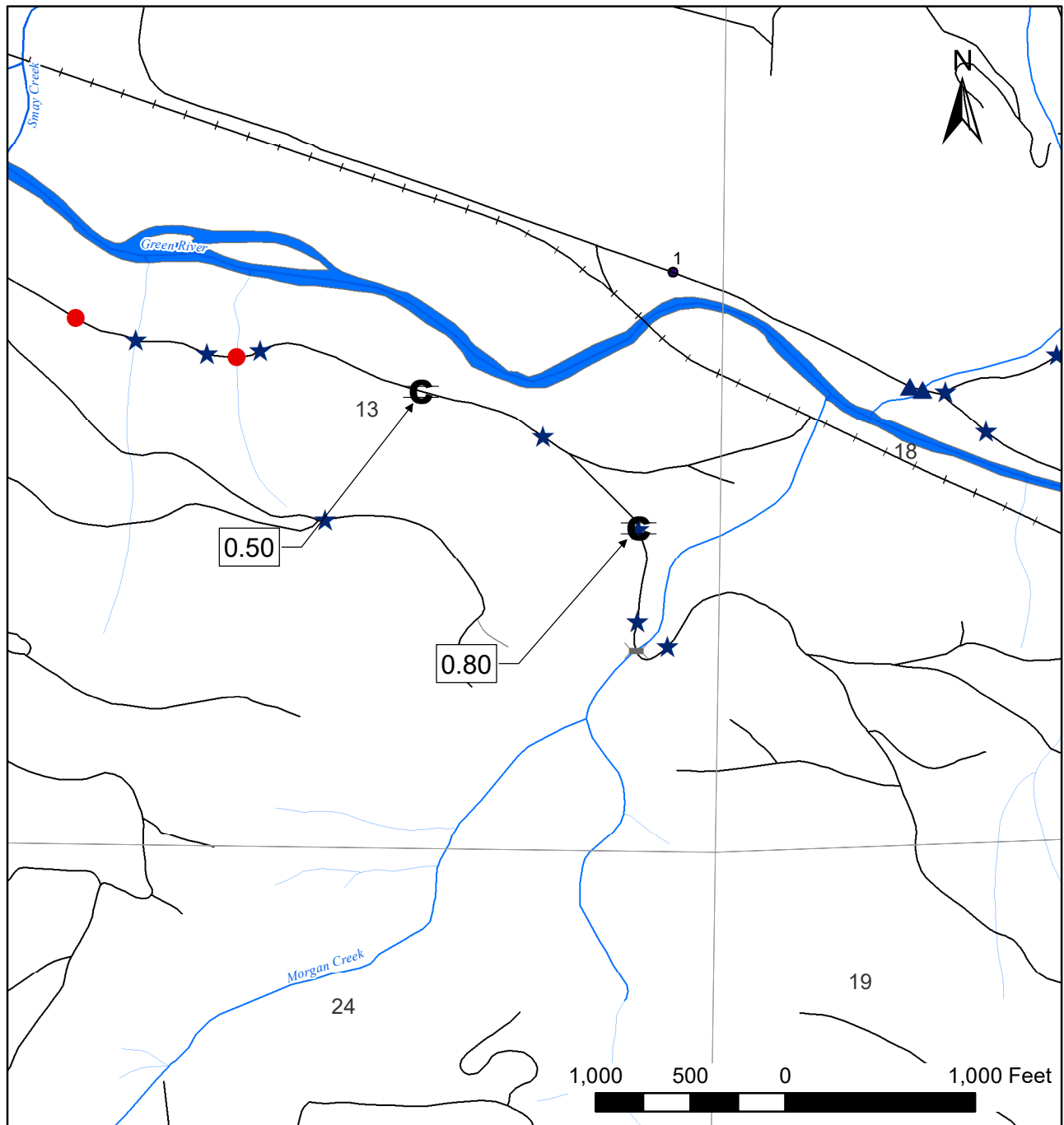


Legend





-  Culverts locations, and their number
-  Koss Rock Pit and Stockpile
-  Mile Post Marker and number
-  Green River / Howard Hansen Reservoir





-  Road
-  Railroad
-  Section
-  Waste Area

2021 City of Tacoma Culvert Location Map

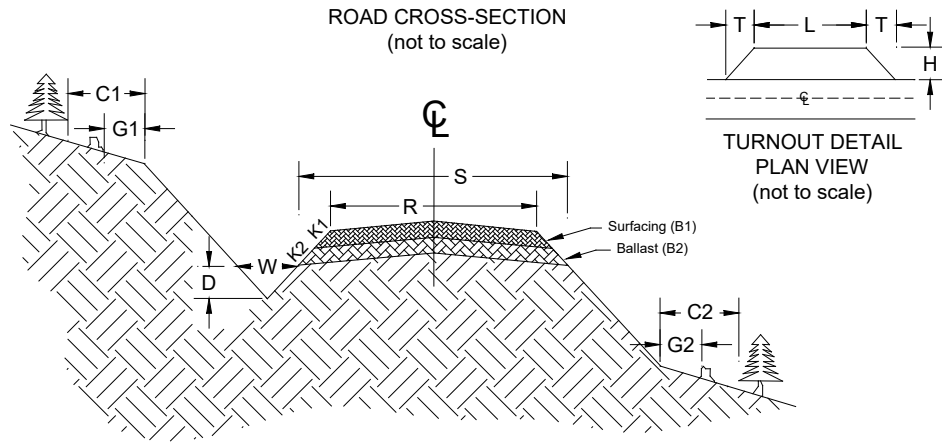


Legend

-  Culverts locations, and their number
-  Koss Rock Pit and Stockpile
-  Mile Post Marker and number
-  Green River / Howard Hansen Reservoir

-  Road
-  Railroad
-  Section
-  W Waste Area

TYPICAL SECTION SHEET



Road Number	From Culvert Marker	To Culvert Marker	Tolerance Class	Subgrade Width (feet)	Road Width (feet)	Ditch		Crown in. @ CL	Grubbing Limits (feet)		Clearing Limits (feet)		Cut Slope Ratio Max	Fill Slope Ratio Max
						Width (feet)	Depth (feet)		G1	G2	C1	C2		
3703	10.35	15.05	+/- 3'	23	18	3	1	4 inches	5	5	10	10	67	Match Exsiting
5713	0.00	0.05	+/- 3'	18	15	3	1	4 inches	5	5	10	10	67	Match Exsiting
5712-02	0.00	0.80	+/- 3'	23	18	3	1	4 inches	5	5	10	10	67	Match Exsiting

ROCK LIST

BALLAST

Road Number			Rock Slope	Compacted Rock Depth	C.Y. Install	# of Insalls	C.Y. Subtotal	Rock Source
			K2	B2	4 Inch in Place			
								Koss Pit
Culvert installations					Quarry Spalls			
	Cross Drain Installs				2	4	10	
	Stream Installs				20	7	140	
					Light Loose Riprap			

BALLAST TOTAL: 150 Cubic Yards

SURFACE

Road Number			Rock Slope	Compacted Rock Depth	Yards/ Installation	# of Installations	Yards Total	Rock Source
			K1	B1	1 ¼ Inch Minus			
3703	Cross Drain Installs		50%	12"	7	7	50	Koss Pit
5713	Stream Installs		50%	18"	20	8	160	
5712-02	Culvert Bedding		N/A	6"	5	15	75	
	Surfacing		67%	12"	Varies	11	150	

SURFACE TOTAL: 435 Yards

CULVERT LIST

[illegible]

PD = Polyethylene Pipe Dual Wall AASHTO No. M294 Type S or ASTM F2648

AS10 = Aluminized Steel AASHTO No. M274, 10 Gauge

TEMP =Temporary Culvert

Key:

QS - Quarry Spalls

SR - Shot Rock

NT - Native (bank run)

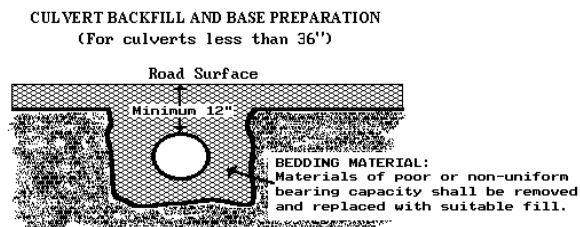
SL - Select Fill

HL - Heavy Loose Riprap

LL - Light Loose Riprap

Flume - Half round pipe

Downspout - Full round pipe

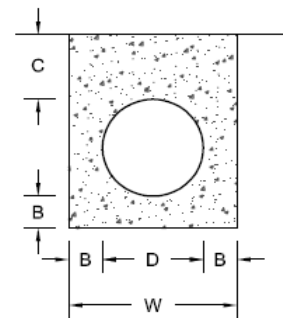


CROSS DRAIN CULVERT INSTALLATION DETAIL INSTALLATION REQUIREMENTS

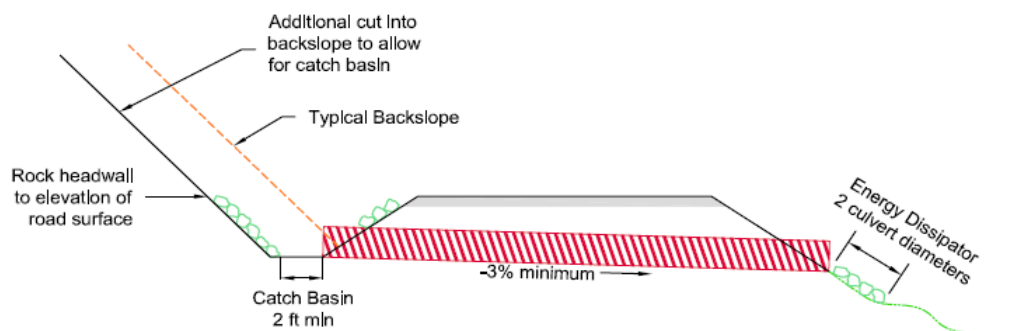
(Page 1 of 2)

1. Preparation of foundation and placement of bedding material shall precede the installation of all culvert pipes. This includes necessary leveling of the native trench bottom and compaction of required bedding material to form a uniform, dense, unyielding, base. The backfill material shall be placed so that the pipe is uniformly supported along the barrel.
2. A 3 Inch minus Crushed Rock may be used as the bedding and envelope material around the culvert. The aggregate size shall not exceed $\frac{1}{6}$ the pipe diameter or 4", whichever is smaller.
3. The corrugated pipe shall be installed at a minimum grade of 3%, on a layer of bedding material as shown. Backfill material shall be well compacted in six inch layers under the haunches, around the sides, and above the pipe to the recommended minimum height of cover. Acceptable compaction methods include mechanical hand tamping, vibratory plate compactor, and vibratory roller.
4. A catch basin, headwall, and energy dissipater shall be constructed at each cross drain culvert as shown below. Catch basin, headwall, and energy dissipater shall be constructed of rock ranging from 6 inches to 10 inches.

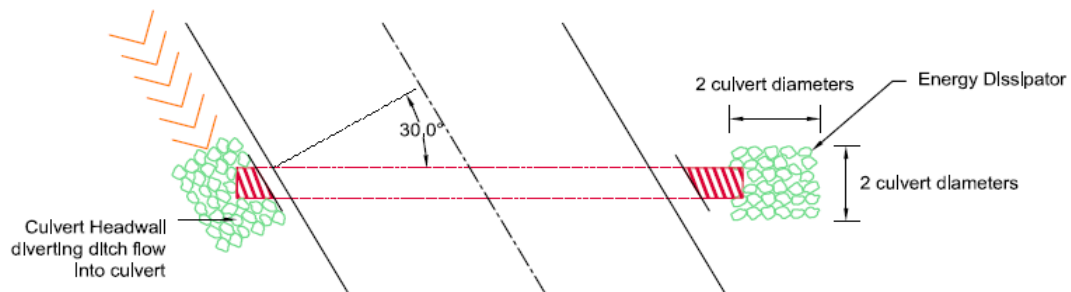
MINIMUM TRENCH DIMENSIONS			
Nominal Diameter	Minimum Thickness	Minimum Cover	Min. Trench Width
D	B	C	W
18"	6"	12"	36"
24"	6"	12"	42"
30"	6"	12"	48"
36"	6"	12"	54"



PROFILE VIEW



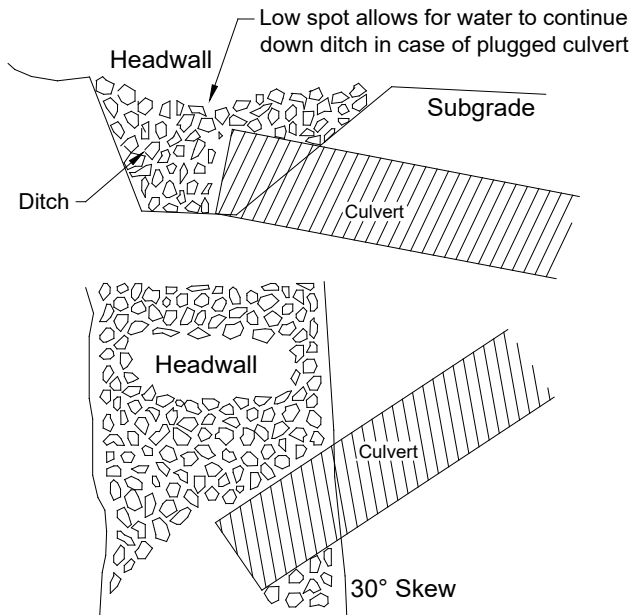
PLAN VIEW



CULVERT AND DRAINAGE SPECIFICATION DETAIL

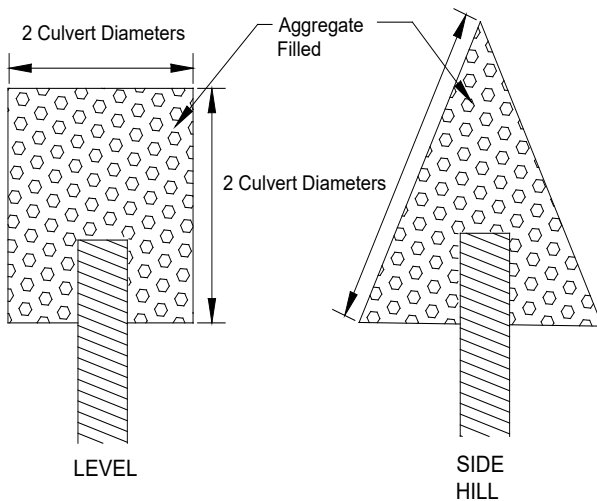
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HEADWALLS



Headwalls to be constructed of material that will resist erosion.

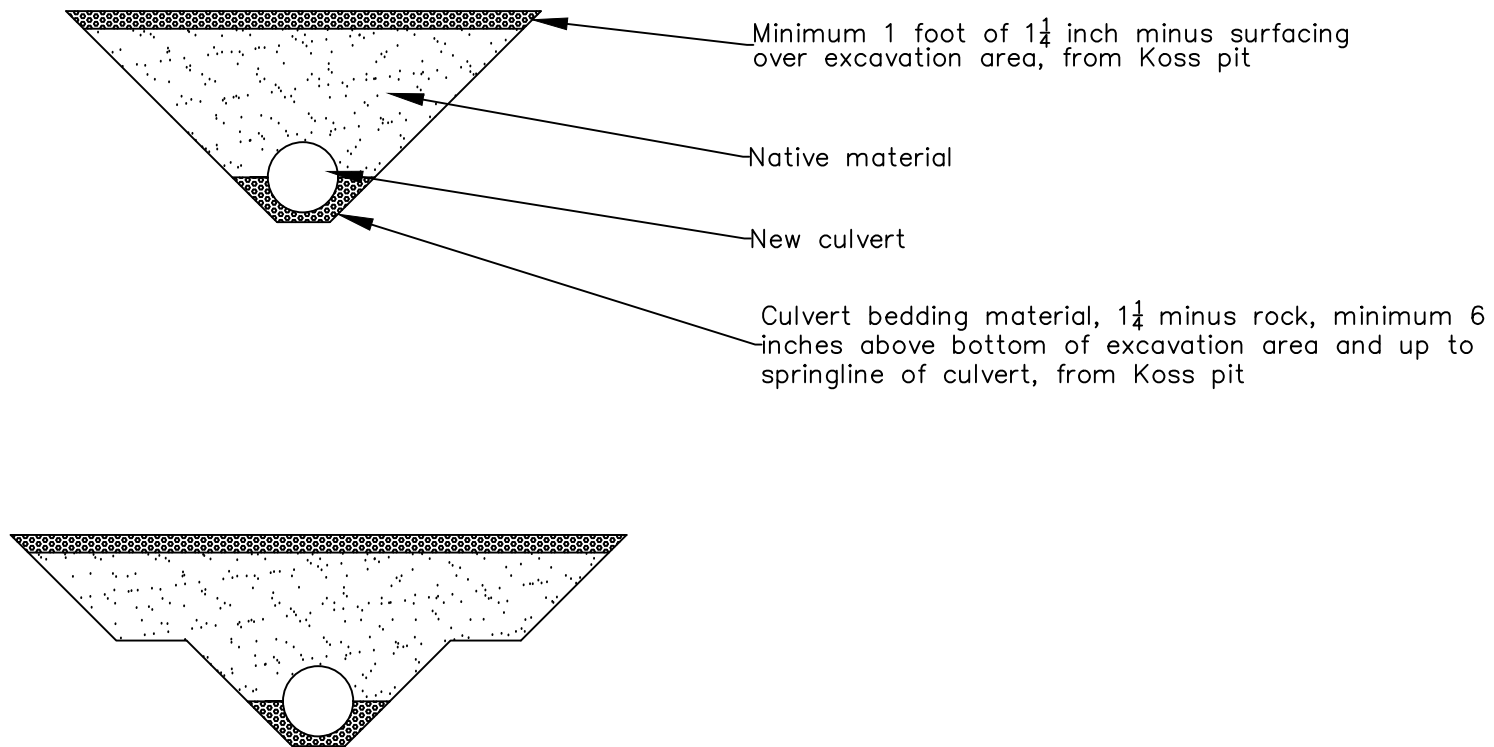
ENERGY DISSIPATORS



Dissipator Specifications:
Depth: 1 culvert diameter
Average: as specified in the
CULVERT LIST

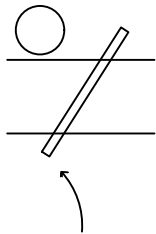
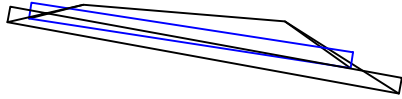
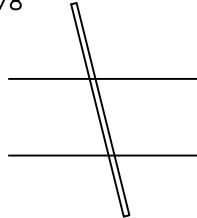
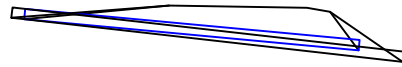
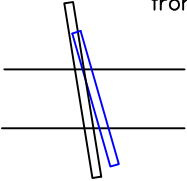
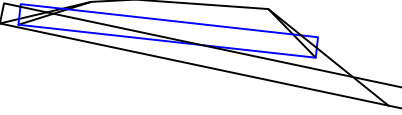
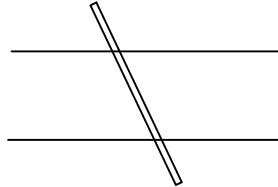
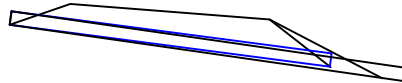
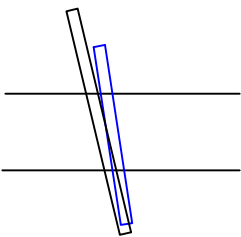
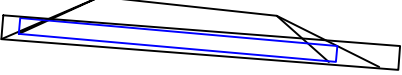
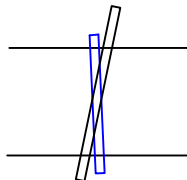
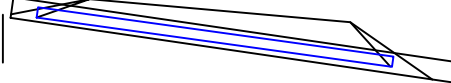
Cross Section

Modify as needed for trench safety
Slopes shown are 1:1



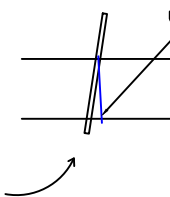
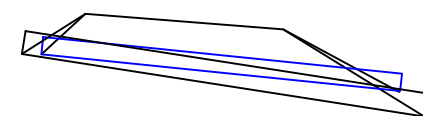
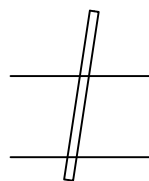
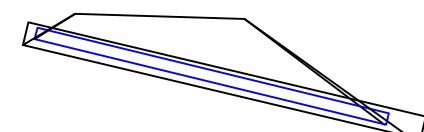
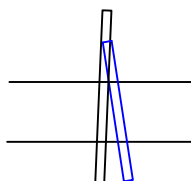
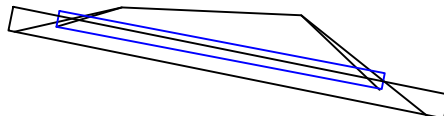
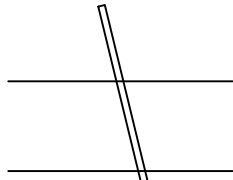
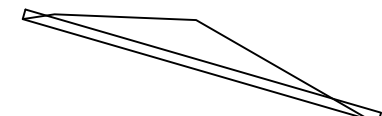
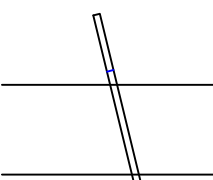
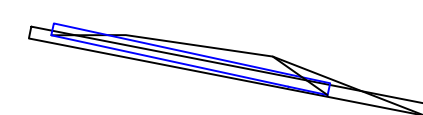
Culvert Plan and Profile Drawings

Not to Scale, stream flow on plan view is always from the bottom of drawing to the top and from left to right on profile view.

Plan	Profile	Plan	Profile
<p>Road # 3703 Mile Marker 10.35</p> <p>Cedar Tree, might need to be removed</p>  <p>Old Road Grade Ditch Must Continue to Drain into Culvert Lower new inlet 1 foot</p>	 <p>Old Culvert (Blue): 24"x 40' New Culvert: 24"x 50' Culvert Installation slope:18% Vertical Distance to outlet:9' Estimated Yards to Remove:90</p>	<p>Road # 3703 Mile Marker 10.78</p>  <p>New inlet is shifted 1.5 feet towards cut slope</p>	 <p>Old Culvert (Blue): 18"x 50' New Culvert: 18"x 60' Culvert Installation slope:11% Vertical Distance to outlet:6' Estimated Yards to Remove:45</p>
<p>Road # 3703 Mile Marker 12.70</p>  <p>Small maples and debris to remove from outlet.</p> <p>New inlet is shifted 2 feet towards town side</p>	 <p>Old Culvert (Blue): 18"x 40' New Culvert: 24"x 50' Culvert Installation slope:21% Vertical Distance to outlet:14' Estimated Yards to Remove:170</p>	<p>Road # 3703 Mile Marker 13.95</p>  <p>Remove 3 alder and 1 hemlock at outlet</p>	 <p>Old Culvert (Blue): 18"x 35' New Culvert: 18"x 40' Culvert Installation slope:15% Vertical Distance to outlet:6.5' Estimated Yards to Remove:50</p>
<p>Road # 3703 Mile Marker 14.04</p>  <p>New outlet is shifted 3 feet towards town side.</p>	 <p>Old Culvert (Blue): 24"x 40' New Culvert: 36"x 50' Culvert Installation slope:8% Vertical Distance to outlet:6.5' Estimated Yards to Remove:90</p>	<p>Road # 3703 Mile Marker 14.10</p>  <p>Remove alder at inlet</p> <p>New inlet and outlet are shifted 3 feet as shown. Lower new inlet 1 foot</p>	 <p>Old Culvert (Blue): 18"x 50' New Culvert: 36"x 70' Culvert Installation slope:15% Vertical Distance to outlet:8.5' Estimated Yards to Remove:70</p>

Culvert Plan and Profile Drawings

Not to Scale, stream flow on plan view is always from the bottom of drawing to the top and from left to right on profile view.

Plan	Profile	Plan	Profile
<p>Road # Mile Marker 0.05</p>  <p>Excavation must include channel that is flowing under the road.</p> <p>Improve Stream channel to culvert, approximately 25 feet, follow pink ribbon</p>	 <p>Old Culvert (Blue): 18"x 30' New Culvert: 24"x 40' Culvert Installation slope:15% Vertical Distance to outlet:7.5' Estimated Yards to Remove:70</p>	<p>Road # 3703 Mile Marker 14.18</p>  <p>Lower new inlet 1foot Remove alder and small fir at outlet.</p>	 <p>Old Culvert (Blue): 24"x 60' New Culvert: 48"x 70' Culvert Installation slope:24% Vertical Distance to outlet: 20' Estimated Yards to Remove:330</p>
<p>Road # 3703 Mile Marker 14.86</p>  <p>New inlet is shifted 3.5 feet towards town side and lower 2 feet</p>	 <p>Old Culvert (Blue): 24"x 40' New Culvert: 48"x 60' Culvert Installation slope:20% Vertical Distance to outlet:12.5' Estimated Yards to Remove:150</p>	<p>Road # 5717-02 No Mile Marker New Culvert</p>  <p>Create new headwall</p>	 <p>New Culvert: 18"x 60' Culvert Installation slope:28% Vertical Distance to outlet: 15' Estimated Yards to Remove:200</p>
<p>Road # 5712-02 Mile Marker 0.80</p>  <p>Create new headwall and catchbasin, lower inlet 1 foot.</p>	 <p>Old Culvert (Blue): 18"x 35' New Culvert: 18"x 50' Culvert Installation slope:19% Vertical Distance to outlet: 7.5' Estimated Yards to Remove:60</p>		

Appendix B

Requirement for Protection of Water Supply in the Green River Watershed

**TACOMA PUBLIC UTILITIES
TACOMA WATER**

**REQUIREMENTS FOR PROTECTION
OF WATER SUPPLY IN THE
GREEN RIVER WATERSHED**

Jackie Flowers
Director of Utilities

Scott Dewhirst
Superintendent – Tacoma Water

UTILITIES ADMINISTRATION BUILDING
Tacoma, Washington 98409

EMERGENCY NUMBERS

Gate Guard (24 Hours)	(253) 502-8697
Gate Guard (24 Hours) alternate	(360) 886-1601
Green River Filtration Facility (24 Hours)	(253) 502-8346

FOREWORD

The principal source of Tacoma Water's municipal drinking water supply is the Green River, which flows west from the Cascade Mountains. Green River water is diverted at a point approximately 30 miles east of the City of Tacoma. To protect public health and ensure a safe drinking water supply, it is necessary that the water be maintained at its source in a state of the highest natural quality. Therefore, it is the goal of Tacoma Water to control those activities within the Green River Watershed that are not compatible with maintaining high quality water.

The Washington State Department of Health has enacted drinking water regulations requiring water purveyors to develop and implement an approved watershed control program. The purveyor must exercise surveillance over conditions and activities in the watershed affecting source water quality (WAC 246-290-668). The Washington State Department of Health's approval of Tacoma Water's Green River Filtration Facility was based on the expectation that watershed control practices would remain at similar levels as an unfiltered surface water supply. State law RCW 35.88.010 also provides Tacoma Water with authority over its sources of water supply.

The purpose of this document is to identify requirements for water supply protection that all landowners, their agents, and other visitors to the Green River Watershed must follow. The first publication of this manual was in 1952. It has been revised over time to reflect changes to Tacoma Water policies and procedures, regulatory revisions, and changes within the watershed area. This document has been incorporated into the overall Water System Plan for Tacoma Water. The following requirements have been adopted by the City of Tacoma's Public Utility Board to afford maximum compatible multiple use of the watershed area without jeopardizing the health and safety of Tacoma Water customers.

Revised - January 11, 1966

Revised - May 4, 1967

Revised - September 2, 1970

Revised - January 20, 1971

Revised - March 17, 1976

Revised and Approved by Public Utility Board – January 23, 1980

Revised and Approved by Public Utility Board – August 25, 1993

Revised and Approved by Public Utility Board – August 13, 2008

Revised and Approved by Public Utility Board – March 27, 2019

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CHAPTER I

CONTROL OF THE WATERSHED AREA

Background

The Green River Watershed encompasses a total of 231 square miles approximately 30 miles east of the City of Tacoma in the central Cascade Mountain Range. The Green River is the primary source of Tacoma Water's drinking water supply. The water supply is treated at the Green River Filtration Facility; however, watershed control remains a critical component to maintaining water quality. To protect public health and ensure a safe drinking water supply, it is necessary that source water quality within the watershed be protected from degradation and contamination. Since 1906 when the City of Tacoma first declared its intention of using the Green River as its source of municipal water supply, Tacoma Water has had a continuous program for sanitary control of the area.

In accordance with the laws of the State of Washington, and as required by the rules and regulations of the Washington State Department of Health, the Tacoma City Council has defined by Ordinance No. 11441 (Appendix A) the property and territory constituting the Green River Watershed over which Tacoma Water exercises certain authority and jurisdiction by virtue of ownership and cooperative agreements with landowners.

The requirements included in this document are intended to protect water quality in the watershed and complement requirements imposed by existing State and Federal regulations. Tacoma Water may amend these requirements from time to time to conform to changes in watershed practices or technologies.

Regulatory Considerations

Public water systems in Washington are required to comply with WAC 246-290, the Washington State Department of Health drinking water regulations. These regulations set forth specific treatment requirements for surface water supplies such as Tacoma's Green River supply and require suppliers to exercise surveillance over conditions and activities in the watershed that may affect drinking water quality. Tacoma Water is required to have a watershed control program in place to protect source water from contamination.

The Washington State Forest Practices Rules also provide important regulatory considerations; activities conducted in the watershed must meet the requirements outlined in the Forest Practices Rules (Title 222 WAC).

Activities on watershed lands owned by Tacoma Water are regulated by the Green River Habitat Conservation Plan in order to protect sensitive species and those listed under the Endangered Species Act. Habitat Conservation Measure 3-04V covers sightings of species covered under the plan and states: "Tacoma will notify the USFWS in a timely manner of any reported sighting of a spotted owl, marbled murrelet, grizzly bear, gray wolf, Pacific fisher, California wolverine, or Canada lynx in the Upper HCP Area." Tacoma Water asks that all sightings of any of these species on Tacoma Water lands be reported to the Watershed Manager. Please report date and time of sighting, location of sighting and observed behavior of the particular species."

General Access Control

All roads entering the critical areas of the watershed are controlled by locked gates. Tacoma Water has jurisdiction over all access in the lower portion of the basin between the Headworks Gate and Massey Gates on the west and the gate at Friday Creek on the east. Tacoma Water provides surveillance over all land in the watershed.

Persons authorized in the area include workers for the various forest land and logging operations in the basin, the Bonneville Power Administration, the US Geological Survey, the US Forest Service, Burlington Northern Santa Fe Railroad, State and Federal fish and wildlife agencies, the US Army Corps of Engineers, Puget Sound Energy, and other landowners. Hunters are also authorized during the annual special permit hunts. Activities of all persons while in the watershed are carefully controlled to preclude contamination. Portable toilets are provided and maintained by Tacoma Water at convenient locations within the watershed. Failure to use them as required may result in termination of access privileges.

Tacoma Water employees are on duty every day and closely monitor watershed access and enforcement of these requirements. State trespass laws are used to control access.

CHAPTER II

ACCESS

Through cooperative agreements, Tacoma Water is authorized to limit Green River Watershed access to landowners and their agents. Other activities are controlled through a permit process. Tacoma Water maintains a number of locked gates on the roads leading into the watershed. Entrance through these gates into the watershed area is granted on a permit basis. Tacoma Water's right to issue the permits is based on ownership of the roadway or by cooperative agreement with landowners. Access permits may be issued for those activities that are compatible with watershed management and Washington State Department of Health policies. This permit process is detailed in Appendix B: Road Use Permit Form for Green River Watershed.

Westerly Access into the Green River Watershed

Road 5500

Road 5500 enters the watershed through the automatic, controlled gate at Tacoma Water's Green River Filtration Facility, continuing through the watershed to Lester. Road 5500 follows a route on the north side of the Green River.

Tacoma Water controls access on Road 5500 between the Headworks Gate on the west and the gate at Friday Creek on the east. The roadway is controlled through landowner agreements, US Army Corps of Engineers license, and by ownership of portions of the roadway.

Access for all landowner agents, contractors, or other visitors requires an access permit (Appendix B). After receipt of a permit and explanation of these watershed requirements, the driver will be responsible for any passengers and is required to inform them that they are entering a domestic water supply area. Any violations of the *Requirements for Protection of Water Supply in the Green River Watershed* will be grounds for issuing a Trespass / Incident Report (Appendix C) and denial of further access into the controlled areas of the Green River Watershed.

In addition to the access permit, supplemental requirements are in place for contractors. These special instructions for contractors are included in Chapter V. If a contractor desires access to other roadways that branch off of Road 5500, Tacoma Water must be contacted for any special requirements such as hauling permits, keys, or insurance.

Tacoma Water issues all commercial hauling permits on Road 5500.

Tacoma Water does not warrant the condition of the road, and drivers with access permits use the roadway at their own risk. Access to Road 5500 will be denied for any vehicle that does not have adequate insurance.

Green River Truck Road

Access on the Green River Truck Road (Road 3703) is controlled through landowner agreements and partial ownership by Tacoma Water from the Massey Gates located east of Cumberland. The roadway continues along the south side of the river. The Green River Truck Road is a private roadway. Access permits for use of the Green River Truck Road are issued by Tacoma Water.

Tacoma Water and the other road owners do not warrant the condition of the road, and drivers with access permits use the roadway at their own risk. Access to the Green River Truck Road will be denied for any vehicle that is not adequately insured.

Gate Keys

Gate keys are issued by Tacoma Water (Appendix F: Green River Watershed Gate Policy and Key Permit) or watershed landowners to permit holders who require access into the Green River Watershed during off hours. Keys shall not be duplicated or loaned to anyone else.

Key holders shall promptly return all keys when their official business has concluded, or when requested by Tacoma Water or the issuing landowner. A receipt will be issued for keys returned to Tacoma Water. Failure to return a key when asked by Tacoma Water will result in the key being considered as lost or stolen, and the key holder will be responsible for paying the penalty under Section 7.3 of the Policy found in Appendix F: Green River Watershed Gate Policy and Key Permit.

Access into the Green River Watershed via All Other Routes

Access to eastern portion of the watershed (east of the gate at Friday Creek) over any road system from the east does not presently require the issuance of a permit. Landowner agents and other visitors cannot enter the gate at Friday Creek without a valid permit.

Access to contractors from the east via any road system does not require the issuance of an access permit unless the contractor wishes to work west of the gate at Friday Creek.

Access by air for contractors to work within the watershed will not be allowed without a valid permit.

Insurance Requirements

Property owners, seeking to access City of Tacoma property to access their own property, contractors retained by them and permit holders, shall have and maintain adequate general liability and automobile liability insurance coverage, and shall provide verification upon the request to City of Tacoma officials, that adequate insurance coverage has been obtained and is in effect.

Contractors performing services for the City of Tacoma at their own expense shall procure and maintain in effect during the entire term of their contracts the specific insurance requirements specified therein, including:

- A) Commercial Automobile coverage, providing coverage for bodily injury and property damage, with policy limits of no less than \$1,000,000 combined single limit of liability. The City of Tacoma shall be named as an additional insured. Coverage shall apply to owned, non-owned and hired vehicles.

Property owners shall be responsible for verifying that their contractors and permit holders have adequate insurance.

OVERNIGHT STAYS

Temporary Residence

There are some cases where Tacoma Water determines it is in the best interest of watershed management to provide short-term temporary housing within certain areas of the watershed. This housing may be provided and/or allowed at the discretion of Tacoma Water. Any person staying within the watershed will be responsible to abide by these watershed requirements and notify their personnel that they are in a domestic water supply area. Any person observed violating these requirements or participating in any non-job-related activity west of the gate at Friday Creek will be subject to issuance of a Trespass / Incident Report and termination of access privileges.

Overnight lodging for fire surveillance or other special purposes may be authorized with prior approval of Tacoma Water.

CHAPTER IV

RULES AND REGULATIONS FOR MULTIPLE-USE FACILITIES AND OPERATIONS

As provided through ownership and cooperative agreements with landowners, it is the responsibility of Tacoma Water to ensure that contractors, corporations, and governmental agencies satisfy water quality protection requirements in the Green River Watershed. The applicable rules and regulations of the Washington State Department of Health (WAC 246-290), the Forest Practices Act, and the applicable laws of the State of Washington and its subdivisions apply to any activities in the watershed and are incorporated by this reference into these requirements.

The Washington State Forest Practices Rules provide detailed specifications for forest practices and are followed by Tacoma Water to ensure that the maintenance and operation of compatible multiple-use facilities within the Green River Watershed do not degrade water quality. For Tacoma Water-owned lands, Tacoma Water ensures that logging practices, road building, and maintenance activities meet current Federal and State logging standards. For lands owned by other landowners, Tacoma Water reviews proposed activity plans and monitors the conduct of these activities. Tacoma Water attempts to resolve any identified problems in the field, but will report violations of the Forest Practices Act to the proper authorities if necessary.

In addition to the Forest Practices Rules and other existing rules and regulations, Tacoma Water implements additional requirements for the protection of water quality in the watershed. Special attention shall be paid to the following requirements for those visiting or working in the watershed:

1. Notification

Tacoma Water shall be notified by landowners and contractors one week prior to the actual starting of any project within the watershed requiring a Forest Practice Application.

2. Toilet Facilities

Tacoma Water shall be responsible for determining where toilet facilities shall be required and providing the required units. The contractor shall be responsible for providing a location to place the required units and encouraging their use.

3. Garbage

All trash and rubbish shall be collected in leak-proof containers and removed from the watershed. Trash and rubbish shall not be allowed to accumulate on the ground or in any water course. Such material shall not be disposed of by being deposited within the watershed area. All log landings and construction areas shall be kept clean of food waste, sandwich wrappers, etc. All vehicles shall have litterbags. Tacoma Water may provide garbage cans at the Headworks Gate and Massey Gates. Persons observed littering the roadways will be subject to citation and termination of access privileges.

4. Communicable Diseases

It shall be the duty of any person knowing or suspecting the presence of a communicable disease in an employee of his/her own to report these conditions immediately to the local health officer [King County Health Department hotline (206) 296-4774] and inform Tacoma Water [Gate Guard (360) 886-1601].

5. Rodent Control

The use of any disease-producing organism, such as the so-called “rat viruses”, or any other bacteria for the purpose of rodent extermination, is prohibited.

6. Boating, Wading, and Equipment Use

No boating, wading, or equipment use — except as required in construction or operations — shall be authorized in the Green River, Eagle Gorge Reservoir, or in any stream, lake, or pond tributary to the same. In those instances in which such activities are unavoidable, Tacoma Water’s decontamination procedures shall be followed (Appendix D).

7. Petroleum Products and Petroleum Product Spills

- a. Tankers, railroad tank cars, tank trucks, or other facilities used for the loading, unloading, and transportation of petroleum products shall be equipped for the collection of drips from the hose or other connections with the excess petroleum products contained in hose and pipelines.
- b. Wherever petroleum products are temporarily being stored within the watershed, provisions shall be made for catching accidental spills. These facilities shall be of such a capacity as to hold the maximum quantity of petroleum products possible from any one spill.
- c. If petroleum products or other hazardous materials are accidentally spilled into the Green River or its tributaries, or has the potential to reach the water supply immediate notification shall be given to Tacoma Water (at the emergency phone numbers provided) so the polluted water can be diverted before entering the water distribution system. Tacoma Water maintains oil spill equipment at the Green River Headworks and at most bridge crossings. The contractor shall be liable for any damage from such river pollution.
- d. **Emergency Phone Numbers**

Gate Guard (24 Hours):	(253) 502-8697
Gate Guard (24 Hours) alternate:	(360) 886-1601
Green River Filtration Facility (24 Hours):	(253) 502-8346
- e. Any equipment leaking excess amounts of oil shall be repaired prior to continuation of its use within the watershed.

8. Turbidity Control

- a. Tacoma Water may require a project to be shut down within the Green River Watershed if it causes turbidity levels above 5.0 NTUs (Nephelometric Turbidity Units) at the water supply intake. The affected project shall be delayed until turbidity from the project can be reduced by sedimentation basin construction or until conditions allow for well water blending or replacement of the turbid river water.
- b. Where required, temporary sedimentation basins shall be provided of sufficient capacity to detain the runoff long enough to permit the water to significantly improve before being discharged into the main river or any tributary thereto.

Sedimentation basins shall meet Washington State Department of Ecology Stormwater Management Manual standards.

9. Spraying Herbicides, Insecticides, or Fertilizers

- a. The use and amounts of herbicides, insecticides, or fertilizers shall be limited to compounds and procedures as approved by Tacoma Water and the landowners and in accordance with the applicable rules and regulations of the Washington State Department of Health and the Forest Practice Rules (WAC 222-38). The list of approved chemicals includes the following:
 - Glyphosate
 - Triclopyr
 - Aminopyralid

Additional chemicals may also be acceptable but must be approved prior to use.

- b. Oil-based insecticides or herbicides shall not be used without prior approval of Tacoma Water.
- c. Two weeks' prior notice must be provided to Tacoma Water by contractors or landowners who are planning on applying herbicides, insecticides, or fertilizers. This advance notice is required for the following reasons:
 - To screen all chemicals and application methods to determine potential impact on the water supply area.
 - To locate water sampling sites which best represent any potential contamination of the river.
 - To collect water samples to be tested for one or more of the chemicals applied; samples must be collected prior to chemical application, immediately after chemical application, and after the next rain event (Appendix E).
 - To make arrangements for Tacoma Water staff to ride with or be available to the herbicide applicator during the application process.

10. Bridge Maintenance

Debris and material from bridge maintenance, such as rust, scale, paint, or dirt, shall be kept from dropping into the water. All work shall be carried out over a shield designed to catch such material so that they may be disposed of on land. When cleaning solvents are used, care must be taken to see that such solvents do not drop into the water.

11. Bridge Sanitation Requirements

All railroad bridges and other bridges that are to be upgraded shall be constructed to the maximum extent possible to prevent contamination of the water. Drainage from bridges should be carried onto the land on either end and disposed of in such a manner that it cannot be directly discharged or washed into the main channel.

12. Dust Control

Petroleum products shall not be used within the Green River Watershed for dust control.

CHAPTER V

SPECIAL INSTRUCTIONS TO CONTRACTORS WORKING IN THE GREEN RIVER WATERSHED

All contractor personnel must be fully instructed as to the nature of the land upon which they are to work and shall exercise proper restraint to prevent any possible contamination of the water supply. It is the express duty of the foremen and supervisors to prevent sanitary infractions and inform their workers of the danger arising from carelessness.

All permits for contractor access are issued for work purposes in a designated area only. Access is limited to a designated route to and from the work site. Failure to comply will subject the person to issuance of a trespass incident report and termination of access privileges.

No person shall be taken in or allowed to enter the watershed with a contractor unless that person is under the employment of the company receiving the access permit. **NO UNAUTHORIZED RIDERS ARE ALLOWED.** Each contractor working in the watershed shall provide Tacoma Water with a list of employees. This list must be kept current.

CHAPTER VI

RECREATION WITHIN THE GREEN RIVER WATERSHED

Unrestricted outdoor recreation in the watershed is not considered a compatible multipurpose use. Therefore fishing, swimming, hunting, and other recreational activities (other than special permit hunting and other limited recreational activities supervised by Tacoma Water) are not allowed within the borders of the Green River Watershed west of the gate at Friday Creek. Tacoma Water reserves the right to restrict access to its owned and controlled lands east of Friday Creek.

Any person apprehended accessing the controlled areas of the Green River Watershed for recreational purposes by land, water, or air will be issued a Watershed Trespass Incident Report and will be subject to being issued a King County Trespass Citation.

Tacoma Water, the Washington Department of Fish and Wildlife, and the Muckleshoot Indian Tribe jointly sponsor annual special permit hunts in the watershed in cooperation with the other landowners. Access and hunt activities are strictly controlled; all hunters must check in with staff at the Headworks Gate or Massey Gates and must obtain a “Road Use and Access Permit for Hunters” (in addition to their special hunting permit) to enter the watershed. No other recreational hunting is allowed in the watershed.

CHAPTER VII

TERMINATION OF ACCESS PRIVILEGES

Any violations of these requirements or of other applicable laws or regulations will subject the violating party and his/her employer's access permit to termination. Termination of access privileges will be initiated by a Tacoma Water letter to the individual involved as well as to the permit holder.

APPENDIX A

CITY OF TACOMA ORDINANCE NO. 11441

ORDINANCE NO. 11441

BY DAVISSON:

An ordinance defining the property and territory constituting the Green River Water Shed over which the City of Tacoma is seeking to exercise authority and jurisdiction; declaring an emergency, and providing that this ordinance shall take effect immediately after publication.

BE IT ORDAINED BY THE CITY OF TACOMA:

Section 1. That in order to comply with the rules and regulations of the State Board of Health of the State of Washington and in connection with the seeking by the City of Tacoma to exercise authority and jurisdiction over the Green River Water Shed, the limits of the territory and property constituting such water shed are defined as hereinafter set forth, which said property is all located in King County, Washington, and is described as follows, to-wit:

That portion of Section 36 lying on the Green River side of the divide, Township 22 North, Range 7 East W. M.

That portion of Sections 31, 32 and 33 lying on the Green River side of the divide, Township 22 North, Range 8 East W.M.

That portion of Sections 1, 24, 25 and 36 lying on the Green River side of the divide, Township 21 North, Range 7 East W. M.

All of Sections 5, 6, 8 to 17 inclusive, 20 to 29 inclusive, 32 to 36 inclusive, and that portion of Sections 1, 2, 3, 4, 7, 18, 19, 30 and 31 lying on the Green River side of the divide, Township 21 North, Range 8 East W. M.

All of Sections 17, 18, 19, 20, 21 and 25 to 36 inclusive and that portion of Sections 6, 7, 8, 9, 13, 15, 16, 22, 23 and 24 lying on the Green River side of the divide, Township 21 North, Range 9 East W. M.

All of Sections 30 to 35 inclusive and that portion of Sections 18, 19, 20, 23, 25, 26, 27, 28, 29 and 36 lying on the Green River side of the divide, Township 21 North, Range 10 East W. M.

All of Sections 29, 31 to 35 inclusive, and that portion of Sections 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30 and 36 lying on the Green River side of the divide, Township 21 North, Range 11 East W. M.

That portion of Sections 1, 12 and 13 lying on the Green River side of the divide, Township 20 North, Range 7 East W. M.

All of Sections 1 to 16 inclusive, and that portion of Sections 17, 18, 20, 21, 22, 23, 24, 25, 26 and 27 lying on the Green River side of the divide, Township 20 North, Range 8 East W. M.

All of Sections 1 to 18 inclusive, 20, 22 to 25 inclusive, and that portion of Sections 21, 26, 27, 28, 29, 30, 35, and 36 lying on the Green River side of the divide, Township 20 North, Range 9 East W. M.

All of Sections 1 to 30 inclusive, 32 to 36 inclusive, and that portion of Section 31 lying on the Green River side of the divide, Township 20 North, Range 10 East W. M.

All of Sections 2 to 10 inclusive, 15 to 36 inclusive, and that portion of Sections 1, 11, 12, 13 and 14 lying on the Green River side of the divide, Township 20 North, Range 11 East W. M.

All of Sections 27 and 34, and that portion of Sections 3, 22, 23, 26 and 35 lying on the Green River side of the divide, Township 20 North, Range 12 East W.M.

All of Sections 1 to 4 inclusive, and that portion of Sections 5, 6, 8, 9, 10, 11 and 12 lying on the Green River side of the divide, Township 19 North, Range 10 East W. M.

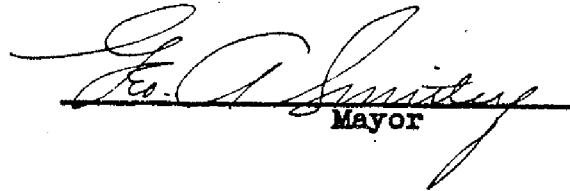
All of Sections 1 to 6 inclusive, 8 to 12 inclusive, 16, and that portion of Sections 7, 13, 14, 15, 17, 18, 20, 21 and 22 lying on the Green River side of the divide, Township 19 North, Range 11 East W. M.

All of Sections 3, 10 and 11, and that portion of Sections 2, 12, 13, 14 and 15 lying on the Green River side of the divide, Township 19 North, Range 12 East W.M.

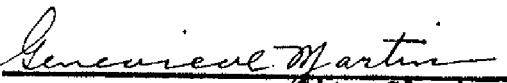
Section 2. That this ordinance is necessary for the immediate preservation of the public health and safety of the

citizens of the City of Tacoma and shall take effect immediately.
after publication.

Passed AUG 4 - 1937



Mayor

Attest: 

City Clerk

APPENDIX B

**ROAD USE PERMIT FORM FOR THE
GREEN RIVER WATERSHED**



N 9654

Permit No. _____

ROAD USE PERMIT FORM FOR THE GREEN RIVER WATERSHED

Permit Issue Date: _____ Permit Expiration Date: _____

Printed Name: _____ Office Phone No. : _____

Address: _____

Employer: _____

Vehicle Plate No.: _____ Make: _____ Model: _____ Color: _____ Year: _____

Purpose of Access: _____ Job Location: _____

The Green River Watershed serves as the municipal fresh water supply for the City of Tacoma and many communities in Pierce and King Counties. Road use and area access are limited and controlled to protect public health. Access is *only* for the purpose stated above and limited to the segments of roadway owned or controlled by the City of Tacoma. Additional road use permits may be required. **Special requirements are detailed on the reverse side of this permit.**

Property owners, seeking to access City of Tacoma property to access their own property, contractors retained by them and permit holders, shall have and maintain adequate general liability and automobile liability insurance coverage, and shall provide verification upon the request to City of Tacoma officials, that adequate insurance coverage has been obtained and is in effect.

Contractors performing services for the City of Tacoma at their own expense shall procure and maintain in effect during the entire term of their contracts the specific insurance requirements specified therein, including:

- A) Commercial Automobile coverage, providing coverage for bodily injury and property damage, with policy limits of no less than \$1,000,000 combined single limit of liability. The City of Tacoma shall be named as an additional insured. Coverage shall apply to owned, non-owned and hired vehicles.

Property owners shall be responsible for verifying that their contractors and permit holders have adequate insurance.

Violations of the City's Watershed regulations as stated in the "Requirements for the Protection of Water Supply in the Green River Watershed" or any of the terms, conditions or requirements of this permit (as listed on the reverse side of this form) shall be cause for revocation of this permit and initiation of access termination procedures. Permittee(s) shall be subject to arrest and prosecution and/or impoundment of the above-listed vehicle.

Permitee signature: _____

SPECIAL REQUIREMENTS

1. Permittee(s) acknowledge that the Watershed roads are rough and appropriate driving precautions must be taken. Permittee(s) agree to hold harmless and indemnify the City of Tacoma, its officers, employees and other road owners and easement holders from all claims for monetary damages, litigation and judgements arising from or related to the use of the Watershed roads and other access privileges.
2. The City does not warrant the condition of the road, and permittee(s) use the roadway at their own risk.
3. Permittee is required to follow all safety guidelines on City of Tacoma roads including: following posted maximum speeds and other road-use instructions and calling out all mile and half mile markers using a CB radio. Headlights must remain on while driving.
4. All permittee(s) and work crews granted access to the Green River Watershed over City-owned or controlled roadways are required to comply with the City of Tacoma regulations as stated in the "Requirements for the Protection of Water Supply in the Green River Watershed." Copies are available upon request at the Headworks Operations Building.
5. Permittee(s) shall not stop on City of Tacoma roadways, except in case of vehicle mechanical failure or unsafe road conditions.
6. The permit holder must notify City of Tacoma staff immediately if a hazardous material spill occurs. Hazardous materials include but are not limited to: fuels, oils, coolants, pesticides, or any other substance that could pose a hazard to, or is known to have adverse effects on drinking water.
7. People in charge of operations shall instruct all those who enter the Watershed on their behalf about the nature of the Watershed and the serious consequences arising from failure to comply with the City's regulations regarding protection of its water supply.
8. No personal shall be taken in or allowed to enter the Watershed with a permittee unless that person is in the employ of the permittee. **No unauthorized riders are allowed.**
9. This permit is not transferrable and any assignment of it shall be cause for revocation.
10. The permittee(s) shall not trespass on the property right of the City of Tacoma or other landowners in the Watershed and shall not commit any act that may affect the quality of water. Permittees found in any body of water for anything other than specific assigned job requirements will have their access privileges revoked.
11. Except for a limited permit hunt, recreation of any type is not allowed within the controlled area of the Watershed. **This permit provides access to and from the job location only.**

Permittee initials: _____

APPENDIX C

TRESPASS/INCIDENT REPORT FORM

REPORT NUMBER -000316		CITY OF TACOMA GREEN RIVER WATERSHED TRESPASS REPORT				CASE NUMBER	
NAME: LAST		FIRST		INITIAL		VEHICLE LICENSE NO.	
ADDRESS						VEH. YR.	MAKE
						MODEL	
CITY		STATE	ZIPCODE	EMPLOYER		COLOR	EXPIRES
SEX	RACE	DATE OF BIRTH	HEIGHT	WEIGHT	EYES	HAIR	
DRIVER'S LICENSE NO.		STATE	EXPIRES	RESIDENCE PHONE NO.		ADDRESS	
DATE: IMO.		IDAY	YR.	TIME:		CITY	STATE
							ZIP CODE
LOCATION: SECTION		TOWNSHIP	RANGE	PROPERTY OWNER		REPORT FILED BY:	
SHERIFF CALLED		YES	NO	NAME OF OFFICER			
						BADGE NO.	

APPENDIX D

DECONTAMINATION OF EQUIPMENT AND SUPPLIES

Decontamination of Equipment and Supplies

All equipment, machinery, and supplies to be used within the restricted access portion of the Green River Watershed that could be exposed to waters upstream of the Tacoma Water Intake, must be cleaned and disinfected at a location outside the watershed.

The terms “machinery” and “equipment” include, but are not limited to, the following: boats, barges, trailers, cables on heavy equipment, scientific equipment, drilling rigs, excavators, silt curtains, hoses, pumps, shovels, waders, nets, scuba equipment, and any other personal equipment that could be exposed to the water. Materials include all temporary or permanent construction materials including but not limited to the following: lumber, concrete, metal, plastics, pipes, hardware, cables, ropes, valves or other items used for projects that could be exposed to the water.

Equipment disinfection and cleaning must be done in the presence of a representative of Tacoma Water. Contact the Watershed Supervisor or Environmental Technician to schedule cleaning and to have the work witnessed and documented.

Decontamination requires the following items:

1. Pressure washer/steam cleaner capable of producing 2000 psi and water temperature of 140 degrees Fahrenheit with working gauges to indicate pressure and temperature. If steam cleaner has capability to entrain bleach into the spray, then Item 2 can be eliminated.
2. Pressurized tank sprayer or spray bottle suitable for bleach application.
3. Chlorine bleach, normal household strength.
4. Biodegradable soap (for equipment or material that would be damaged by bleach).
5. Personal protective equipment to prevent injury or exposure for worker performing the cleaning.

Procedures for Decontamination of Equipment and Materials

1. Overview of Procedures

The decontamination requirement covers all aquatic vessels, machinery, equipment, and materials that have been previously used outside the Green River Watershed and will be exposed to the waters of the river, its tributaries or the reservoir. The decontamination has three steps:

- a. Visual inspection and physical removal and disposal of plant fragments, soils and mussel shells.
- b. Pressure wash at 140 degrees F with chlorine bleach entrained in the spray to remove all oil, grease, dirt and debris.

- c. Final inspection by Tacoma Water representative.

2. Detailed Procedures for Inspection by Tacoma Water Personnel

Examine all parts of equipment and vessels looking for dirt, plant fragments, mollusk shells or foreign matter. Pay special attention to the following areas:

- a. Storage wells, bait tanks, and under floorboards of boats.
- b. Motor, propeller and motor well.
- c. Trailer hitch and bumper area.
- d. Trailer frame inside and out including pads for boat bottom.
- e. Vehicle and trailer axles and fender wells.
- f. Gears, tracks, shovels, and axles on mechanized equipment and areas behind cover plates.

3. Directions for Pressure Washing Surfaces and Flushing Internal Cooling Surfaces on Equipment and Engines

- a. **Pressure washer will have working temperature and pressure gauges.**
- b. Direct the pressure washer stream at all surfaces with special attention to the areas listed in Section 2. Surfaces should have a minimum of 30 seconds contact time with water heated to 140 degrees F at 2000 psi. The nozzle type, spray distance and application rate shall be adjusted to thoroughly remove all foreign substances without damaging the equipment being cleaned.
- c. Boat motors, pumps and other equipment with internal wetted surfaces will be flushed with a minimum three volumes of 140-degree F water with bleach added at the required ratio.
- d. For materials that could be damaged by bleach or pressure washing, an alternative of storing the equipment dry in a facility for 10 days may be acceptable based on the inspection. Such equipment will still be inspected and required to be cleaned before storage with biodegradable soap and brushes.

4. Directions for Cleaning Outboard Engines and Machinery with Internal Surfaces that Contact Water Upstream of Tacoma Water's Intake

Experience has shown that both plants and mollusks inhabit the wetted surfaces that are exposed to contact with other waters. The following is a list of parts that need to be disassembled in order to be inspected, cleaned, and decontaminated:

- a. Drive shaft housing cover
- b. Drive shaft housing and wetted cavity

- c. Clamp bracket assembly
- d. Swivel bracket assembly
- e. Propeller shaft and seals.

In addition to the cleaning and inspection, the water-cooled surfaces will be flushed with three cycles of 140-degree water bleach solution.

5. Chlorine Washing for Equipment that Cannot be Pressure Washed

- a. Pressure-sensitive materials can be decontaminated with a chlorine solution applied with a pressurized tank sprayer or spray bottle. Concentrate spray especially toward tight spaces and crannies where plant pieces or shells might collect. Allow bleach solution to remain on the equipment for a minimum of 10 minutes or until it has dried. Do not rinse.
- b. For equipment that can be damaged by bleach, scrubbing with biodegradable soap is the acceptable alternative. This is acceptable for personal equipment like rubber boots, wet suits, and waders without felt soles. **Felt soles must be soaked in a bleach water solution!**
- c. Chlorine solution is not stable and must be made up daily. It readily decomposes to salt and water when exposed to sunlight. An effective chlorine solution must contain 200 mg/l free available chlorine. The concentration can be obtained by diluting fresh household bleach according to the following table:

Household Bleach	Water
1 tablespoon	1 gallon
1 cup	16 gallons
3 ¼ cups	50 gallons

- d. Personal safety precautions shall be taken at all times when handling and applying chlorine solution.

6. Discharge and Neutralization of Bleach

The contractor will be responsible to find a site outside the watershed suitable for cleaning and the application of the bleach solution. The residual solution will be allowed to puddle allowing time for the photo-decomposition process. Spent chlorine solution in dip tanks or wastewater holding tanks shall not be discharged on site until solution is neutralized. Information on using sodium ascorbate to neutralize chlorine is available.

7. Final Inspection and Approval

Final inspection and approval of vessels, machinery, and equipment must be conducted by Tacoma Water personnel and documented in an equipment decontamination log.

Addendum

Cleaning of Equipment for Terrestrial Invasive Species

It is understood that heavy equipment, trucks and work vehicles are the primary vector for the introduction of invasive species in the Green River Watershed. The following are guidelines for contractors entering the Green River Watershed for work on Tacoma Water property.

Soils, plant material and seed on tires, tracks and digging implements are the main source for introducing invasive species and noxious weeds.

Inspection by Tacoma Water personnel will identify all deficiencies in the cleanliness of the equipment. They will look for all soils and plant material stuck in tracks as well as hydraulic fittings and hoses in poor condition.

As stated in Appendix D, it is the contractor's responsibility to find a site outside the Watershed for steam cleaning the equipment.

- The steam cleaner must have functioning gauges to show pressure of 2000 psi. Cleaning will remove all foreign material from the equipment.
- Tracked equipment will rotate track so all surfaces can be cleaned and inspected.
- Bucket, claws and shovels will be opened and closed so all surfaces can be cleaned and inspected.
- Trailers hauling equipment will have clean decks and ramps prior to loading equipment.

The final step in decontamination is the wash of all surfaces with the bleach water solution referenced earlier in Appendix D. Bleach either entrained in the spray of the pressure washer or in a pressurized pump tank is acceptable.

APPENDIX E

**SAMPLE COLLECTION PROCEDURE
DURING HERBICIDE SPRAYING**

SAMPLE COLLECTING PROCEDURE DURING HERBICIDE SPRAYING

SAMPLE SIZE = 1 Liter

**Short term spray projects using a single sample point below the treatment area.
One sample container for each chemical being tested is required.**

<u>Sample No.</u>	<u>Sample Time</u>
1.	Control sample (before spraying)
2.	After unit completed
3.	After rain event

ALL SAMPLES SHALL BE TAGGED TO PROVIDE THE FOLLOWING INFORMATION

- 1. Container No.**
- 2. Sample collection point (location – name of river or stream, section, township, and range)**
- 3. Date and time of sample collection**
- 4. Name of sample collector**
- 5. Herbicide being sprayed**

APPENDIX F

**GREEN RIVER WATERSHED GATE
POLICY AND KEY PERMIT**

City of Tacoma Green River Watershed Gate Policy and Key Permit

(Adopted by Water Superintendent on 06/30/2014)

1. PURPOSE

The purpose of this Policy is to assist in providing security for persons and City property through the control of City gates in the Green River Watershed and issuance of gate keys.

2. POLICY

In effort to improve physical security for the City of Tacoma Green River Watershed facilities, a Gate and Key Permit Policy (Policy) has been established to control gate access and issuing and managing watershed gate keys. These practices have been adopted to heighten awareness in areas of the watershed that need limited access due to concerns for security or high valued items. Acceptance of keys from the City obligates the person to follow this Policy.

3. SCOPE

This Policy will cover the procedures for requesting, returning, and reporting of lost or stolen keys belonging to the City as well as the responsibilities of all key holders.

4. GENERAL RESPONSIBILITIES

4.1 A key shall only be issued to individuals who have a legitimate and official requirement for a key. A requirement for access alone, when access can be accomplished by other means such as request for entry accompanied by a City employee, shall not be considered an entitlement to a key.

4.2 All keys are issued by City of Tacoma, Department of Public Utilities, Water Division (doing business as "Tacoma Water") and shall remain the property of Tacoma Water.

4.3 Any exemptions, changes or special provisions to this Policy shall be made only with the approval of the Tacoma Water Superintendent, Deputy Superintendent, or Green River Watershed Manager.

5. KEY REQUESTS AND ISSUANCE

5.1 All requests for keys must be submitted to Tacoma Water on a KEY REQUEST FORM ("KR Form").

5.2 The KR Form must be filled out in its entirety and then signed by the appropriate authorizing individual(s). Individuals eligible to hold a key cannot authorize their own keys.

5.3 Only the key holder can pick up their key and must show a picture ID when picking up their key.

5.4 At least semi-annually Tacoma Water shall conduct an audit of keys issued.

5.5 Tacoma Water Green River Watershed Manager shall be responsible for the issuance of keys.

6. KEY HOLDER RESPONSIBILITIES

6.1 All exterior access gates must remain closed and locked at all times.

6.2 All interior gates must be left as found.

6.3 Keys must not be used for any purpose other than official business.

6.4 Keys must not be duplicated.

6.5 Keys must not be loaned out or transferred to another person.

6.6 The City of Tacoma retains the right to revoke keys at any time, for any reason.

6.7 Possession of a key does not mean unrestricted access; the key holder must have a valid and current permit and be conducting official business.

6.8 Do not hide keys; keys found hidden will be revoked and the key holder will be subject to the lost key rule.

6.9 Lost keys must be reported to the Tacoma Water Green River Headwork's office within 48 hours.

7. LOST, STOLEN AND BROKEN KEYS

The holder of a City key assumes responsibility for the safekeeping of the key and its use. *It is understood that the key shall not be loaned, issued to, or made available by any other means to unauthorized persons.*

7.1 Lost or stolen keys shall be reported immediately to the Tacoma Water Green River Watershed Manager at phone 253-502-8808.

7.2 If a key is broken or otherwise damaged, the pieces must be returned to Tacoma Water. If a key is broken off in a lock, it must be reported immediately to the Tacoma Water Green River Watershed Manager at phone 253-502-8808.

7.3 The penalty (e.g. cost of re-coring the lock) for a lost or stolen key is one thousand dollars (\$1,000.00). The penalty may be deducted from the contractor's retention or paid directly to the City of Tacoma.

8. RETURN OF KEYS

All key holders shall promptly return all keys when their official business has concluded or Tacoma Water has asked for return of the keys. A receipt will be issued for the keys returned. Failure to return a key when asked will be considered a lost or stolen, and the key holder will be responsible for pay the penalty under section 7.3 of the Policy.

KEY REQUEST FORM (KR form)
CITY OF TACOMA GREEN RIVER WATERSHED

Name _____

Company _____

Address _____

Office Phone _____

Cell Phone _____

Driver's License _____

Permit Number _____

KEY ISSUE AGREEMENT – SIGNED BY KEY HOLDER UPON RECEIPT OF KEY

In return for the use of this key, I agree that I have read and understand City of Tacoma Green River Watershed Gate Policy and Key Permit and furthermore I agree, 1) not to give or loan the key to others; 2) not to make or attempt to copy, alter, duplicate or reproduce the key; 3) to use the key for authorized purposes only; 4) to safeguard the key; 5) to immediately report any lost or stolen keys; 6) to produce or surrender the key upon request. I also agree that if the key is lost, stolen or not surrendered when requested, I will be required to pay Tacoma Water one thousand dollars (\$1,000.00), which reflects the cost of replace the lock core that is affected.

Signed _____ Date _____

OFFICIAL DO NOT WRITE BELOW

Date Issued _____

Issued By _____

Key # _____ Date returned _____ Received By _____

Key # _____ Date returned _____ Received By _____

Key # _____ Date returned _____ Received By _____

Key#_____ Not Returned Reason: __ Lost __ Stolen __ Broken __ Other

Explain the circumstances for key not returned:

Appendix C

Submittal Forms

Signature Page

Bid Proposal

Certification of Compliance with Wage Payment Statutes

State Responsibility and Reciprocal Bid Preference Information

Requirements for Protection of the Water Supply in the Green River Watershed

Bidder Information

Sustainability Form

Watershed Access Requirements for Pre-Bid Meeting - Required to attend

Watershed Access Requirements for Pre-Bid Meeting

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

The items listed below are required to obtain access credentials:

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

ADDITIONAL REQUIREMENTS

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

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

SIGNATURE PAGE

CITY OF TACOMA TACOMA WATER DEPARTMENT

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

REQUEST FOR BIDS SPECIFICATION NO. TW21-0513N 2021 GRW CULVERT IMPROVEMENTS

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

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

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

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.



BID PROPOSAL SHEET

Specification No. TW21-0513N

Bidder agrees to furnish the following FOB, City of Tacoma, Water Department, 36932 SE Green River Headworks Road, Ravensdale, WA 98051 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:

Item	Description	Quantity	UOM	Total Cost
1	11 Culvert Installations	1	LS	\$
			Base Bid	\$
			Sales Tax (8.6%)	
			Total Cost	\$



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 May 27, 2021 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.*

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

Requirements for Protection of the Water Supply in the Green River Watershed

Contractors working for the City of Tacoma inside the Green River Watershed are required to follow rules regarding the protection of the drinking water supply. The document "REQUIREMENTS FOR PROTECTION OF WATER SUPPLY IN THE GREEN RIVER WATERSHED" outlines the responsibilities of personnel working inside the closed portion of the watershed, attached as Appendix B.

Contractors working on Tacoma Water property are required to meet terrestrial invasive species requirements as outlined in the document. If in water work is required, additional cleaning and decontamination are required prior to entering the watershed to meet aquatic invasive species protection requirements.

The responsive bidder must be able to comply with all requirements listed in the Requirements for protection of water supply in the Green River Watershed, which includes having an off-site area suitable of meeting decontamination requirements as well as the necessary equipment to perform the cleaning.

I understand the requirements outlined in the attached document labeled Requirements for Protection of Water Supply in the Green River Watershed and our company has the ability to comply with these requirements.

Name_____ Date_____

Signature_____

2021 GRW Culvert Improvements

Bidder Information – Page 1

This form must be completely filled out and signed by Bidder to qualify for evaluation.

SECTION 1. GENERAL INFORMATION

Bidder Name:	
Company Name:	
Company Owner Name:	
Company Mailing Address (Street, City, State, Zip Code):	
Telephone Number(s):	Fax Number(s):
E-Mail Address:	

Answer each of the following questions. If 'yes' to any, attach an explanation including date and circumstances.

Have you ever filed Chapter 11 Bankruptcy?

Yes ☐ No ☐

Have you defaulted on a loan or construction contract in the past five years?

Yes ☐ No ☐

Have you had any liens placed upon you in the past five years?

Yes ☐ No ☐

Have you experienced any foreclosures in the past five years?

Yes ☐ No ☐

Bidder Information – Page 2

Total number of years in the Forest Road construction business?

Construction Activities	Total Years' Experience
Forest Road Construction	
Forest Road Re-construction	
Forest Road Abandonment	
Forest Road Maintenance	

SAFETY & REGULATORY INFORMATION

A. List any L&I violations you or your subcontractors have had within the past 24 months including date, type of violation, citation number and penalty. Information provided may be verified with the Department of Labor and Industries.

B. List any Forest Practices or IFPL violations you or your subcontractors have had within the last 24 months including date, type of violation, citation number and penalty. Information provided may be verified with the Department of Natural Resources.

C. List organizations your company maintains membership with, accreditations and/or certifications.

I certify that information contained in the Bidder Information pages are true and correct. I also understand that all information is subject to public disclosure as defined by RCW 42.17.250 to 42.17.340 “Public Records.”

Signature of Authorized Representative

Date

2021 GRW Culvert Improvements

Statement of Qualifications

This form must be completely filled out and signed by Bidder to qualify for evaluation.

FOREST ROAD CULVERT REPLACEMENT/IMPROVEMENT EXPERIENCE [federal, state, county, city, private industry, etc.]

For the purposes of this solicitation, forest roads, forestlands and forestland owners are defined by RCW 76.09.020.

Experience in replacing/improving culverts on forest roads is required. Bidder must have satisfactorily completed at least three projects of similar size and scope to the 2021 GRW Culvert Improvement project to be considered experienced in this type of work. Information provided will be verified.

Project #1:

Reference or Contract Administrator: _____

Contact Information: _____

FPA# (Unless Federal Project) _____

Project #2:

Reference or Contract Administrator: _____

Contact Information: _____

FPA# (Unless Federal Project) _____

Project #3:

Reference or Contract Administrator: _____

Contact Information: _____

FPA# (Unless Federal Project) _____

I certify that information contained in the Statement of Qualifications are true and correct. I also understand that all information is subject to public disclosure as defined by RCW 42.17.250 to 42.17.340 "Public Records."

Signature of Authorized Representative

Date



Sustainability

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

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

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

Appendix D

Sample Documents

Sample Contract

Payment Bond

Performance Bond

General Release

Insurance Requirement

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective this _____ day of ,20____, ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and legal name of Supplier including type of business entity ("Contractor").

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

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

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

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

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

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

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

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

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

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

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

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

- IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.
- X. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

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

CITY OF TACOMA:

CONTRACTOR:

By:

By:

(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

Resolution No.
Bond No.

That we, the undersigned,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

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 _____



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

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 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.