



City of Tacoma

Tacoma Water

ADDENDUM NO. 3

DATE: May 13, 2025

REVISIONS TO:

**Request for Bids Specification No. TW24-0052F
MRP 2022-0023E "F" St, between E 3rd St and E 11th S**

NOTICE TO ALL BIDDERS:

This addendum is issued to clarify, revise, add to or delete from, the original specification documents for the above project. This addendum, as integrated with the original specification documents, shall form the specification documents. The noted revisions shall take precedence over previously issued specification documents and shall become part of this contract.

REVISIONS TO THE SUBMITTAL DEADLINE:

The submittal deadline remains the same.

REVISIONS TO THE GENERAL PROVISIONS:

Replace the General Provisions in their entirety with the attached General Provisions as marked Addendum No. 3.

REVISIONS TO THE GENERAL INFORMATION AND REQUIREMENTS:

Add Prevailing Wage Rates as marked Addendum No. 3

Add a Submittal Checklist as marked Addendum No. 3

REVISIONS TO THE SPECIAL PROVISIONS:

Replace sections 8-01.3(1)C, 8-01.4, and 8-01.5 under 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL as marked Addendum No. 3.

REVISIONS TO THE PROPOSAL PAGES:

Replace the Bid Proposal in its entirety with the attached Bid Proposal as marked Addendum No. 3.

Questions and Answers

Question 1: Under the Pavement Restoration Notes, Note 2 calls for a grind and overlay. There are no bid items for the grinding and asphalt overlay. Can the City clarify if a grind and overlay is necessary and if so, how we get paid for this work?

Answer 1: There will be no Grind and Overlay work for this project. Grind and Overlay work will be performed by the City as stated in the Engineering Plans.



City of Tacoma

**Question 2: Bid Item 9: This item is noted as 1 EA. Should this be 1 LS? **

Answer 2: Bid Item 9 is correct for EA. However, there should be two (2) sewer/storm crossings through the plans. See the Bid Proposal as marked Addendum No. 3.

Question 3: Bid Item 6: Item description notes “as directed by inspector”. Is it assumed that native material will be allowed for trench backfill throughout this project?

Answer 3: All trench back fill will be Crushed Surface Top Course. Native material shall not be used as trench backfill in public right-of-way.

Question 4: Bid Item 44: within item description (8-01) dewatering is loosely outlined with regards to water quality and/or turbidity. Is there an anticipation of well point dewatering or other dewatering beyond trash pumps expected? Also, is there a tidal influence within this area or work. No reference of such is noted in the bid document.

Answer 4: See 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL as marked Addendum No. 3. No ground water is anticipated or Tide Influence is anticipated.

Question 5: Bid Item 52/53: Both items are referenced as FA type items however no EST dollar amount is given. Is the agency expecting the contractor to “estimate” the cost of the Lump sum? If so, should this dollar amount be exceeded during construction, what mechanism would be in place to extend the bid item price beyond what is shown on the bid form or will/should the bid form be altered to represent the cities opinion on a FA value to make bidding fair for all perspective bidders.

Answer 5: See the Bid Proposal as marked Addendum No. 3.

NOTE: Acknowledge receipt of this addendum by initialing the corresponding space as indicated on the signature page. Vendors who have already submitted their bid/proposal may contact the Purchasing Division at 253-502-8468 and request return of their bid/proposal for acknowledgment and re-submittal. Or, a letter acknowledging receipt of this addendum may be submitted in an envelope marked Request for Bids Specification No. TW24-0052F Addendum No.. The City reserves the right to reject any and all bids, including, in certain circumstances, for failure to appropriately acknowledge this addendum.

cc: Troy Saghafi, P.E., Tacoma Water

GENERAL PROVISIONS

(Revised October 8, 2024)

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 |
| Juneteenth | June 19 |
| 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.

PREVAILING WAGE RATES

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

The project site is located in Pierce County.

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

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

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

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

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

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.

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 | |
| Bid Proposal | |
| Bid Bond | |
| Certification of Compliance with Wage Payment Statutes | |
| State Responsibility and Reciprocal Bid Preference Information | |
| Record of Prior Contracts | |
| List of Subcontractor Categories of Work | |
| EIC Utilization Form | |
| After award, the following documents will be executed: | |
| Contract | |
| Certificate of insurance and related endorsements | |
| Performance and Payment Bond | |

1 **8-01.3(1)C Water Management**

2 *This section is revised to read:*

3
4 General.

5 The Contractor is responsible for keeping excavations free from standing water during
6 construction and disposing of the water in a manner that will not cause pollution, injury to
7 public or private property or cause a nuisance to the public. Groundwater flowing toward,
8 into, or within excavations shall be controlled to prevent sloughing of excavation walls,
9 boils, uplift, and heave in the excavation, and to eliminate interference with orderly
10 progress of construction. The control of groundwater shall be such that softening of the
11 bottom of excavations, or formation of “quick” conditions or “boils” during excavation, shall
12 not occur. The Contractor is responsible for all foundation material required due to lack of
13 dewatering efforts.

14
18 The requirements of this Dewatering Section apply to all excavations/conditions required
19 by the project.

20
21 Dewatering Requirements.

22 The Contractor shall design, construct, and operate a dewatering system in accordance
23 with this Section and the SAD Authorization. The Contractor shall have competent
24 workers available for the continuous and successful operation of the
25 dewatering and monitoring system.

26
27 Dewatering Plan.

28 The Contractor shall submit a dewatering plan to the Engineer for review in accordance
29 with Section 1-05.3 prior to the start of construction. Review of the dewatering plan
30 submitted by the Contractor shall not relieve the Contractor from full responsibility for
31 adequate design and performance of the system. The Contractor shall be solely
32 responsible for the proper design, installation, operation and maintenance of the
33 dewatering system. The Contractor shall be liable for any damages caused by system
34 failure.

35
36 The dewatering plan shall include the following components addressing onsite, sanitary
37 sewer (SAD) and offsite/facility discharge:

- 38
39 1. System Components – Describe the method and equipment proposed for
40 dewatering the excavation. The Contractor shall have on hand sufficient
41 pumping equipment and machinery in good working condition for all
42 emergencies, including power outage and flooding
- 43 2. Treatment Method – Describe how dewatering water that is to be
44 discharged to the City’s sanitary sewer system will be treated to meet the
45 applicable discharge limits of the Special Approved Discharge
46 Authorization and Tacoma Municipal Code 12.08. Provide applicable
47 calculations.
- 48 3. Point of Discharge – Describe the point of discharge of the dewatering
49 water. Any discharges to private property will require written
50 documentation from the property owner that this point of discharge is
51 permitted. The Contractor shall provide all proposed points of discharge
as part of the Special Approved Discharge Authorization Application. All

1 dewatering discharges shall be reviewed in conjunction with any bypass
2 pumping/discharges.

- 3 4. Maintenance Plan – Describe how the designed system will be maintained
4 over the course of the project.
- 5 5. Monitoring Plan – Describe how discharge will be monitored to ensure
6 compliance with all discharge requirements.
- 7 6. Special Approved Discharge (SAD) Authorization Application – The
8 Contractor shall apply for a SAD Authorization as part of the dewatering
9 plan. No discharge of dewatering water to the City’s sewer system or onsite
10 discharge will be permitted without obtaining this authorization. The City
11 Construction Manager will provide the SAD authorization application to the
12 Contractor after award of the contract.

13
14 Requirements for Dewatering Water Discharge to the Storm Sewer System.

15 Dewatering water will not be permitted to be discharged into the stormwater system on
16 this project.

17
18 Requirements for Dewatering Water Discharge Onsite

19 Dewatering water may be discharged back into the same trench if it does not have a visible
20 sheen, odor or other noticeable contaminant characteristics, as determined onsite by the
21 City, its Agent, or other Agency representatives. The discharge location shall be in an area
22 that has similar known groundwater contaminant levels to the removal area, as presented
23 in the information contained in Appendix B, The Project Sampling and Analysis Plan.
24 Dewatering trench discharge locations, the rate of discharge, timing of discharge, their
25 termination/relocation/remobilization of/to discharge points, and any other modifications
26 to this process shall be reviewed, approved, and directed by the City or its Agent in the
27 field. Should the City terminate the ability to discharge dewatering water onsite, the
28 Contractor shall stop work, as necessary, and immediately modify operations to meet the
29 requirements for discharge to the sanitary sewer system. No additional payment will be
30 made for utilizing this discharge option and its requirements.

31
32 Requirements for Dewatering Water Discharge to the Sanitary Sewer System.

33 Prior to discharge of dewatering water to the City’s sanitary sewer system, sediment
34 control BMPs must be employed. Groundwater discharges to the sanitary sewer system
35 shall have 225 mg/L or less of Total Suspended Solids (TSS). TSS analysis may be
36 completed by the City Lab with a three-day turnaround, or by a third party laboratory at no
37 additional cost to the City.

38
39 In addition to the TSS Requirements, the water shall contain no visible oil sheen or
40 chemical odors. If the Contractor encounters any signs of oil within the soil or dewatering
41 water, including any sheen on the water, and/or any chemical odor in the water or soils,
42 the Engineer and Source Control shall be notified immediately and all discharges to the
43 sanitary sewer system shall be stopped immediately.

44
45 In the presence of oil sheens and/or chemical odors, the Contractor shall test the
46 dewatering water prior to discharge for contaminants referenced in the Special Approved
47 Discharge Authorization and Tacoma Municipal Code 12.08.020. All discharges to the
48 City’s sanitary sewer system shall not exceed the limits of the Special Approved Discharge
49 Authorization or TMC 12.08.020, whichever is most stringent.

50
51 The Contractor shall control the flow of water into the downstream system to ensure that
52 the capacity of the City’s sanitary sewer system is not exceeded as a result of the
53 additional flows caused by the dewatering water or bypass pumping. The Contractor shall

1 contact the Engineer to request pipe capacity information for the Contractor's proposed
2 discharge points. Note, allowed sanitary discharge rates may not equal the Contractor's
3 means and methods/rates of dewatering, and as such, Contractor shall provide storage
4 as indicated herein under this bid item,
5

6 The Contractor shall measure and record in gallons the total quantity of dewatering water
7 discharged to the sanitary sewer system. This can be done by metering the flow or
8 calculating batch discharges based on the volume of tanks used. In accordance with the
9 SAD Authorization, the Contractor shall report the discharge quantities with the associated
10 test results to Source Control.
11

12 Requirements for Dewatering Water Discharge Offsite.

13 Groundwater that exceeds the SAD contaminant levels will be hauled to a licensed facility
14 and discharged. The City of Tacoma is the waste generator. The Contractor shall measure
15 and record in gallons the total quantity of dewatering water discharged the licensed
16 facility. The Contractor shall be responsible for obtaining permits and authorizations
17 necessary to use the selected haul routes. The Contractor shall use United States DOT
18 regulations, 49 CFR 172.101 to identify proper shipping names for each
19 contaminated/hazardous material (including Dangerous Waste) to be shipped off
20 site. Proper shipping names shall be submitted to the Contracting Agency in the form of
21 draft shipping documents for review and comment.
22

23 The Contractor shall ensure that each shipment of material sent off site is accompanied
24 by the appropriate shipping documents. The Contractor shall prepare a bill of lading for
25 each shipment of regulated material which does not require a hazardous waste
26 manifest. The bill of lading shall satisfy the requirements of United States DOT
27 regulations, 49 CFR 172 Subpart C and any applicable state or local law or regulation,
28 and shall be submitted to the Contracting Agency for review. The Contractor shall be
29 responsible for completing the shipping documents and obtaining the signatures of the
30 Contracting Agency as needed.
31

32 The Contractor shall provide documentation of legal disposition including trip tickets and
33 Certificates of Disposal and document all costs.
34
50

51 **8-01.4 Measurement**

52 *This section is supplemented with the following:*

1 No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution
2 Prevention Plan (SWPPP)".
3

4 No specific unit of measurement shall apply to the lump sum item "Dewatering Plan". This
5 item shall apply to all groundwater regardless of contaminant levels.
6

7 No specific unit of measurement shall apply to the lump sum item "Dewatering". This item
8 shall apply to all groundwater regardless of the contaminant level, with the exception of
9 the specific Haul and Disposal tasks should the collected and stored groundwater exceed
10 the SAD contaminant discharge limits and require disposal offsite. Offsite Haul and
11 Disposal will be measured and paid by change order utilizing Section 1-09.6, unless
12 otherwise modified by the City.
13

14 No specific unit of measurement shall apply to the lump sum item "NPDES Construction
15 Stormwater General Permit".
16

17 *Add the following new sections:*

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8-01.4(1) Lump Sum Bid for Project (No Unit Items)

When the bid Proposal contains the item “Erosion/Water Pollution Control, per lump sum”, there will be no measurement of unit items for Work defined by Section 8-01.4 except as described in Section 8-01.4(2). Also, except as described in Section 8-01.4(2), all of Sections 8-01.4 and 8-01.5 are deleted.

8-01.4(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control

The Contract Provisions may establish the project as lump sum, in accordance with section 8-01.4(1) and also include one or more of the items included above in section 8-01.4. When that occurs, the corresponding measurement provision in Section 8-01.4 is not deleted and the Work under that item will be measured as specified.

The bid proposal contains the item “Erosion/Water Pollution Control,” per lump sum and the additional erosion control items listed below. The provisions of Section 8-01.4(1), Section 8-01.4(2), and Section 8-01.5(2) shall apply.

“Inlet Protection,” per each

8-01.5 Payment

This section is supplemented with the following:

Where removal of erosion control BMPs is directed by the Engineer according to 8-01.3(16) or according to these specification and the plans, removal shall be included in the lump sum or unit cost for these respective BMPs.

Add the following new sections:

8-01.5(1) Lump Sum Bid for Project (No Unit Items)

“Erosion/Water Pollution Control”, per lump sum

The lump sum contract price for “Erosion/Water Pollution Control” shall be full compensation for all costs incurred by the Contractor in performing the Contract Work defined in Section 8-01, except for costs compensated by Bid Proposal items inserted through Contract Provisions as described in Section 8-01.5(2)

Maintenance, removal, and disposal shall be included in the lump sum or unit cost for all respective BMPs.

8-01.5(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control

The Contract Provisions may establish the project as lump sum, in accordance with section 8-01.4(1) and also reinstate the measurement of one or more of the items described in section 8-01.4. When that occurs, the corresponding payment provision in Section 8-01.5 is not deleted and the Work under that item will be paid as specified.

This section is supplemented with the following:

“Inlet Protection,” per each

33 “Biodegradable Erosion Control Blanket”, per square yard

34

35 “Stormwater Pollution Prevention Plan (SWPPP)”, per lump sum

36

37 The lump sum contract price for “Stormwater Pollution Prevention Plan (SWPPP)” shall
38 be full pay for all costs, including but not limited to, preparing, submitting, revising, and
39 resubmitting revisions for the SWPPP.

40

41 “NPDES Construction Stormwater General Permit”, per lump sum

42

43 The lump sum contract price for “NPDES Construction Stormwater General Permit” shall
44 be full pay for all costs, including but not limited to, transfer of coverage, sampling,
45 monitoring, reporting, coordinating, inspecting, fees and any other expenses, materials
46 and labor necessary to fully comply with the requirements of the permit and terminate it
47 upon completion of the project. The lump sum price shall also include all costs necessary
48 to supply the City of Tacoma with all information as necessary to ensure compliance with
49 the permit.

50

51 “Dewatering Plan”, lump sum. The lump sum contract price for “Dewatering Plan” shall
52 be full pay for all costs, including but not limited to, preparing, submitting, revising, and
53 resubmitting revisions for the Dewatering Plan.

1

2 “Dewatering”, lump sum. The lump sum Contract price for “Dewatering” shall be full pay
3 for all Work as required to meet the complete water management/dewatering
4 requirements of this contract, including but not limited to, all labor, materials and
5 equipment to remove water from excavations, storage, maintenance, bypass pumping,
6 monitoring, water testing, treatment, SAD permitting/fees/other costs, discharge to the
7 sanitary sewer at the rate and location as allowed by the City, discharge onsite at the rate
8 and location as allowed by the City, coordination and review with Agencies (as required),
9 by the Contractor’s means and methods in accordance with these Specifications, and shall
10 include all fees and costs related to complying with the SAD/NPDES/other permits and
11 regulations .

12

13 If contaminant constituents in the stored water exceeds SAD discharge limits, offsite
14 hauling and disposal will be paid as defined in Section 8-01.4.

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END OF SECTION

22

BID PROPOSAL
Specification No. TW24-0052F

Bidder _____

Water Main Replacement E. F St. Project-MRP 2022-0023

| ITEM NO. | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL AMOUNT |
|----------|---|----------|------|------------|--------------|
| 1 | Mobilization (1-09.7) | 1 | LS | \$ | |
| 2 | Project Temporary Traffic Control (1-10) | 1 | LS | \$ | \$ |
| 3 | Removal/Disposal of existing asphalt, concrete sidewalk/curbing & concrete pavement. Includes all thicknesses and combinations (2-02.3(3)) | 849 | SY | \$ | \$ |
| 4 | Temporary HMA Class ½" PG58-22, 2-inch minimum depth, installed & removed (5-04 & 9-03.8) | 849 | SY | \$ | \$ |
| 5 | HMA CI ½" PG58-22 pavement for permanent trench patch (5-04 & 9-03.8)-6" in Depth | 221 | TN | \$ | \$ |
| 6 | Crushed Surfacing Top Course for trench backfill as directed by the Inspector. (7-09.5 & 9-03.9(3)) | 3,911 | TN | \$ | \$ |
| 7 | Crushed Surfacing Top Course for street restoration as directed by the Inspector. (7-09.5 & 9-03.9(3)) | 25 | TN | \$ | \$ |
| 8 | Sand for Pipe Bedding of Polyethylene Encased Pipe (7-09.3(1)C,7-09.4 & 7-09.5) | 3,607 | TN | \$ | \$ |
| 9 | Storm, Sanitary, Side Sewer Restoration (7-04,7-09.5, 7-17, & 7-18) | 2 | EA | \$ | \$ |
| 10 | Trench Excavation of Contaminated Material, Incl. Haul to LRI (2-17, 7-09) | 1,425 | CY | \$ | \$ |
| 11 | Trench Shoring (7-09.3(7) & 7-09.5) | 2,548 | LF | \$ | \$ |
| 12 | 8-inch Ductile Iron Pipe, Push-On Joint, ANSI/AWWA, C151, Special Thickness Class No. 52, with 8 mil. V-Bio Enhanced Polyethylene Encasement, installed (7-09.3(15)A & 9-30.1(1)) | 2,450 | LF | \$ | \$ |
| 13 | 6-inch Ductile Iron Pipe, Push-On Joint, ANSI/AWWA, C151, Special Thickness Class No. 52, with 8 mil. V-Bio Enhanced Polyethylene Encasement, installed (7-09.3(15)A & 9-30.1(1)) | 88 | LF | \$ | \$ |
| 14 | 4-inch Ductile Iron Pipe, Push-On Joint, ANSI/AWWA, C151, Special Thickness Class No. 52, with 8 mil. V-Bio Enhanced Polyethylene Encasement, installed (7-09.3(15)A & 9-30.1(1)) | 10 | LF | \$ | \$ |
| 15 | 8-inch x 6-inch Ductile Iron Tee, 3-B, M.J., installed (9-30.2(1)) | 8 | EA | \$ | \$ |
| 16 | 8-inch x 4-inch Ductile Iron Tee, 3-B, M.J., installed (9-30.2(1)) | 2 | EA | \$ | \$ |
| 17 | 8-inch Ductile Iron Tee, 3-B, M.J., installed (9-30.2(1)) | 4 | EA | \$ | \$ |

BID PROPOSAL
Specification No. TW24-0052F

Bidder _____

Water Main Replacement E. F St. Project-MRP 2022-0023

| ITEM NO. | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL AMOUNT |
|----------|---|----------|------|------------|--------------|
| 18 | 8-inch Ductile Iron Ell, M.J., 45°, installed. (7-09, & 9-30.2(1)) | 8 | EA | \$ | \$ |
| 19 | 8-inch Ductile Iron Ell, M.J., 22 1/2°, installed. (7-09, & 9-30.2(1)) | 2 | EA | \$ | \$ |
| 20 | 8-inch Ductile Iron Ell, M.J., 11 1/4°, installed. (7-09, & 9-30.2(1)) | 2 | EA | \$ | \$ |
| 21 | 8-inch Ductile Iron Solid Sleeve (Long Pattern) M.J., installed. (7-09.5, & 9-30.2(1)) | 1 | EA | \$ | \$ |
| 22 | 8-inch Transition Coupling with 7-inch center ring, epoxy coating, and stainless steel bolts, C.I. to D.I., installed (7-09.3(19)A, 7-09.5 & 9-30.2(7)) | 4 | EA | \$ | \$ |
| 23 | 8-inch End Cap Coupling tapped 2", with 7-inch center ring, epoxy coating, and stainless steel bolts, C.I. to D.I., installed (7-09.3(19)A, 7-09.5 & 9-30.2(7)) | 2 | EA | \$ | \$ |
| 24 | 8-inch Ductile Iron Cap, M.J., tapped 2", installed and removed (9-30.2(1) & 7-09.5) | 4 | EA | \$ | \$ |
| 25 | 8-inch Ductile Iron Plug, M.J., tapped 2", installed and removed (7-09.5 & 9-30.2(1)) | 5 | EA | \$ | \$ |
| 26 | 4-inch Ductile Iron Plug, M.J., tapped 2", installed and removed (7-09.5 & 9-30.2(1)) | 2 | EA | \$ | \$ |
| 27 | Temporary 2-inch Blow-Off Assembly, installed and removed (Dwg. 17-56-1) (7-09.3(22) & 7-09.5) | 12 | EA | \$ | \$ |
| 28 | 8-inch Mechanical Joint Restraining Glands (7-14, 7-09.5 & 9-30.2(6)) | 32 | EA | \$ | \$ |
| 29 | 6-inch Mechanical Joint Restraining Glands (7-14, 7-09.5 & 9-30.2(6)) | 32 | EA | \$ | \$ |
| 30 | 4-inch Mechanical Joint Restraining Glands (7-14, 7-09.5 & 9-30.2(6)) | 6 | EA | \$ | \$ |
| 31 | 6-inch Push on Joint Restraining Gasket, installed | 1 | EA | \$ | \$ |
| 32 | Concrete Thrust Anchor, installed. (7-09.3(21) & 7-09.5) | 16 | EA | \$ | \$ |
| 33 | Temporary Concrete Thrust Anchor, installed and removed (7-09.3(21) & 7-09.5) | 7 | EA | \$ | \$ |
| 34 | Trench Compaction Test (as directed by the Inspector) (7-09.3(11) & 7-09.5) | 51 | EA | \$ | \$ |
| 35 | Test Holes (7-09.3(6) & 7-09.5) | 1 | LS | \$ | \$ |
| 36 | 8-inch Gate Valve, M.J., ANSI/AWWA, C509/515, with C.I. Valve Box (7-12 & 9.30.3) | 11 | EA | \$ | \$ |
| 37 | 6-inch Gate Valve, M.J., ANSI/AWWA, C509/515, with C.I. Valve Box (7-12 & 9.30.3) | 8 | EA | \$ | \$ |
| 38 | 4-inch Gate Valve, M.J., ANSI/AWWA, C509/515, with C.I. Valve Box (7-12 & 9.30.3) | 2 | EA | \$ | \$ |

BID PROPOSAL
Specification No. TW24-0052F

Bidder _____

Water Main Replacement E. F St. Project-MRP 2022-0023

| ITEM NO. | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL AMOUNT |
|----------|---|----------|------|--------------|--------------|
| 39 | 6-inch Hydrant, M.J., 5.0-ft bury, with 4-inch Tacoma Standard Threads & 5-inch Quick Coupling (7-14 & 9-30.5(2)) | 8 | EA | \$ | \$ |
| 40 | Removal and disposal of abandoned CI pipe, all sizes (7-09.3) | 100 | LF | \$ | \$ |
| 41 | Hydrant Guard Post installed (7-14.3(2) & 7-14.4 | 25 | EA | \$ | \$ |
| 42 | Street cleaning with Self-propelled Pickup and Vacuum Street Sweeper Equipment. (8-01.3(8)) | 29 | HR | \$ | \$ |
| 43 | Inlet Protection (8-01) | 1 | EA | \$ | \$ |
| 44 | Dewatering Plan (8-01) | 1 | LS | \$ | \$ |
| 45 | Dewatering (8-01) | 1 | LS | \$ | \$ |
| 46 | Traffic Lane Markings (8-22) | 1 | LS | \$ | \$ |
| 47 | Stormwater Pollution Prevention Plan (SWPPP) (8-01) | 1 | LS | \$ | \$ |
| 48 | SPCC Plan (1-07.15(1)) | 1 | LS | \$ | \$ |
| 49 | Erosion and Sediment Control Specialist (8-01) | 1 | LS | \$ | \$ |
| 50 | Site Health and Safety Plan (2-13) | 1 | LS | \$ | \$ |
| 51 | Site Health and Safety Officer (2-13) | 1 | LS | \$ | \$ |
| 52 | Soil Management Plan (2-13) | 1 | LS | \$ | \$ |
| 53 | Force Account - Erosion/Water Pollution Control (1-09.6 & 8-01) | 1 | EST | \$ 10,000.00 | \$ 10,000.00 |
| 54 | Force Account (1-09.6) | 1 | EST | \$ 60,000.00 | \$ 60,000.00 |

| | |
|------------------------|-----------|
| SUB-TOTAL | \$ |
| 10.3% SALES TAX | \$ |
| TOTAL OF BID | \$ |

WSDOT Standard Specifications M41-10 referenced as guide in parenthesis (2025).