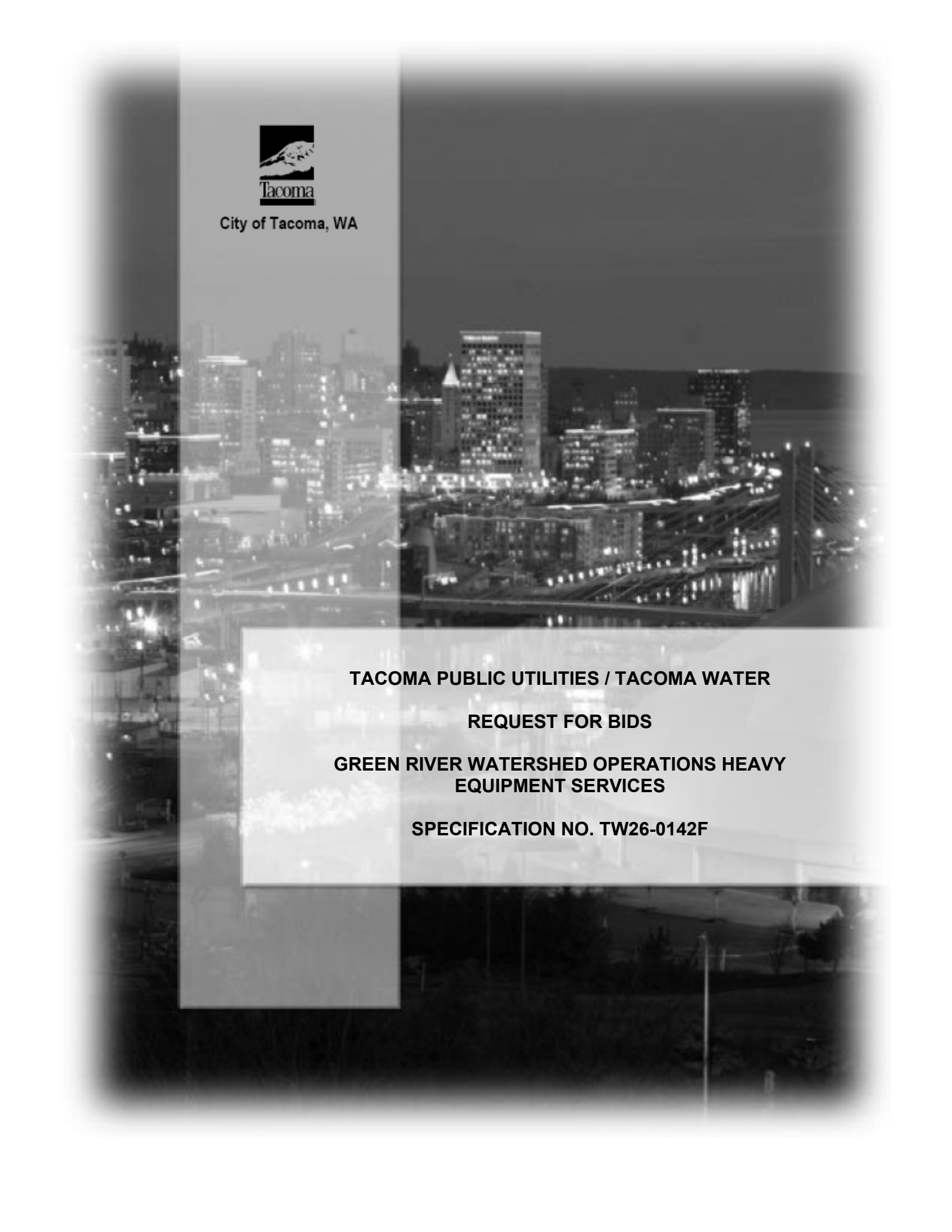

City of Tacoma, WA

TACOMA PUBLIC UTILITIES / TACOMA WATER

REQUEST FOR BIDS

GREEN RIVER WATERSHED OPERATIONS HEAVY EQUIPMENT SERVICES

SPECIFICATION NO. TW26-0142F

City of Tacoma
Tacoma Public Utilities / Water Division

REQUEST FOR BIDS TW26-0142F
GREEN RIVER WATERSHED OPERATIONS HEAVY EQUIPMENT SERVICES

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, September 8, 2026

Submittals must be received by the City's Procurement and Payables Division by 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email server, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Include the specification number in the subject line of your email. Your submittal must be sent as an attachment, links to your electronic submittal will not be accepted.

For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Include the specification number on the outside of the sealed envelope. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:	**In Person:**
sendbid@tacoma.gov Maximum email size including attachments: 35 MB. Multiple emails may be sent for each submittal. **Note:** Email may pass through multiple servers before arriving at its destination. Please allow sufficient time for email delivery of submittals. Timely electronic delivery is at the risk of the supplier.	Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35th Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm

Bid Opening: Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor.

They will also be held virtually Tuesday's at 11:15 a.m. Attend a Zoom meeting via this link or call 1 (253) 215 8782, using meeting ID # 884 0268 0573, passcode # 070737.

Submittals in response to an RFP, RFQ or RFI will be recorded as received, but not read at bid opening. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

If you believe your submittal was sent timely and was not read at bid opening, please contact sendbid@tacoma.gov immediately.

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

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

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

Project Scope: The City of Tacoma Water Quality Department has the need for ongoing and intermittent heavy equipment services on an "as needed" basis. The purpose of this solicitation is to seek a qualified
Contractor who can provide all necessary labor, materials, and equipment for maintenance of roads, lands, and structures as needed on Tacoma Water properties. All labor rates will be subject to Prevailing Wage Requirements for King County Unincorporated in the State of Washington.

Estimate: $150,000 per year

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave in accordance with State of Washington law.

Americans with Disabilities Act (ADA Information: The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Brandon Snow by email to bsnow@tacoma.gov

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

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

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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 complete electronic submittal package (include all the items below), all items in Appendix A:	
Signature Page To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.	
Price Proposal Form The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.	
Bid Bond	
Certification of Compliance with Wage Payment Statutes Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).	
State Responsibility and Reciprocal Bid Preference Information Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).	
Statement of Qualifications	
Requirements for the Protection of Water Supply in the Green River Watershed Signature Page	
After award, the following documents will be executed:	
City of Tacoma Contract (See sample in Appendix B) Must be executed by the successful bidder.	
Certificate of Insurance and related endorsements (Appendix C) Shall be submitted with all required endorsements	
Payment and Performance Bonds (See samples in Appendix B) Payment Bond and Performance Bond: Must be executed by the successful bidder and his/her surety company	
General Release (See sample in Appendix B)	

CITY OF TACOMA
FINANCE/PURCHASING DIVISION

SPECIAL NOTICE TO BIDDERS

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, a plumbing contractor license in compliance with chapter 18.106 RCW, an elevator contractor license in compliance with chapter 70.87 RCW, or an electrical contractor license in compliance with chapter 19.28 RCW, as required under the provisions of those chapters, which must have been in effect **at the time of bid submittal**;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;

   b. Have a Washington Employment Security Department number, as required in Title 50 RCW;

   c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;

6. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or

persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its website. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption;

7. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW;

8. At the time of bid submittal, not be subject to a revocation of a minor work permit under RCW 49.12.390(4)

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

1. Is from a state that provides a percentage bid preference to its resident contractors bidding on public works projects, and

2. Does not have a physical office located in Washington at the time of bidding on the City of Tacoma public works project.

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

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

The reciprocal preference evaluation does not apply to public works procured pursuant to RCW 39.04.155, RCW 39.04.280, federally funded competitive solicitations where such

agencies prohibit the application of bid preferences, or any other procurement exempt from competitive bidding.

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

    a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
    b. Have a current Washington Unified Business Identifier (UBI) number;
    c. If applicable, have:
        i. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
        ii. A Washington Employment Security Department number, as required in Title 50 RCW;
        iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
        iv. An electrical contractor license, if required by Chapter 19.28 RCW;
        v. An elevator contractor license, if required by Chapter 70.87 RCW and;

3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;

4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
    a. Bidder Responsibility. Bidders shall not be in violation of 39.04.350 RCW Bidder Responsibility Criteria - Supplemental Criteria.

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

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

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

B. **ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE**

The Bidder shall demonstrate to the satisfaction of the City of Tacoma that the Bidder is qualified to perform the work under this Contract and therefore are a responsible Bidder. To be responsible, the Bidder must demonstrate an appropriate level of experience, technical competence and successful past performance of work. The information in the Statement of Qualifications Form will assist the City of Tacoma in making such determination.

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

Requests for modifications to the supplemental criteria may be submitted via postal mail or delivered personally, or sent by e-mail or fax, within the above timeline as follows:

By Carrier: City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35th Street Tacoma, WA 98409	**In Person:** City of Tacoma Procurement & Payables Division Tacoma Public Utilities Lobby Security Desk Administration Building North – Main Floor 3628 S 35th Street Tacoma, WA 98409
By Mail: City of Tacoma Procurement & Payables Division Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007	Fax: 253-502-8372 E-mail: bids@tacoma.gov

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the criteria above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination in a manner consistent with the City's Protest Policy. Appeals are coordinated by the Purchasing Division heard by the Procurement and Payables Division manager for contracts less than or equal to $200,000 and by Contracts and Awards Board for contracts greater than $200,000

1. MINIMUM REQUIREMENTS

See Additional Supplemental Requirements in Notice to Bidders, Section II, B above.

2. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS

City of Tacoma General Provisions apply. (See Appendix C)

3. INSURANCE REQUIREMENTS

Successful proposer will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation. (See Appendix C)

4. DESCRIPTION OF WORK

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

The City of Tacoma, Source Water Operations and Treatment has the need for ongoing and intermittent heavy equipment services on an "as needed" basis. The purpose of this solicitation is to seek a qualified Contractor who can provide all necessary labor, materials and equipment for maintenance of roads, lands, and structures as needed on Tacoma Water properties. All labor rates will be subject to Prevailing Wage Requirements for King County Unincorporated in the State of Washington.

The estimated annual usage is $150,000. This is an estimate only and does not guarantee a specific dollar amount to be spent. Contract work historically has included Log sorting, grading of roads, culvert cleaning and road repair and maintenance. Majority of money that potentially could be spent is weather dependent. Weather events that cause road and slope failures would be where the bulk of the money would be spent.

Each bidder is responsible for reviewing the information contained in this bid solicitation, and any information issued through addenda. The bidder shall utilize all information when constructing their bid. It is the intent to award one contract; however, the City reserves the right to award multiple contracts or not award a contract at all, if it is in the best interest of the City to do so.

The Tacoma Green River Watershed entrance is located at 36932 Green River Headworks Rd., SE, Ravensdale, WA 98051

5. ANTICIPATED CONTRACT TERM

The initial contract shall be for a period of one-year from date of award, with the option to extend two (2) additional one-year periods upon mutual consent of both parties and

subject to the price increase/decrease provisions as listed in bidders price proposal form.

6. CALENDAR OF EVENTS

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

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

Question Deadline:	**8/21/2026**
City response to Questions:	**8/25/2026**
Submittal Due Date:	**9/8/2026**
Anticipated Award Date, on or about:	**10/15/2026**

7. INQUIRIES

7.1 Questions can be submitted to Brandon Snow, Senior Buyer, via email to bsnow@tacoma.gov Subject line to read:

TW26-0142F – Green River Watershed Operations Heavy Equipment Services – *VENDOR NAME*

7.2 Questions are due by 3 pm on the date included in the Calendar of Events section.

7.3 Questions marked confidential will not be answered or included.

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

7.5 The answers are not typically considered an addendum.

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

7.7 Written answers to questions will be posted alongside these specifications at www.tacomapurchasing.org.

8. PRE-BID MEETING

No pre-bid meeting will be held; however, questions and request for clarifications of the specifications may be submitted as stated in the inquiries section.

9. DISCLAIMER

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

10. RESPONSIVENESS

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

11. AWARD

Awardee shall be required to comply with 2 CFR part 25 and obtain a unique entity identifier and/or be registered in the federal System for Award Management as appropriate.

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

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

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

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

12. PREVAILING WAGE INFORMATION

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

The project site is located in King County, WA.

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

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

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

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

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

REQUIRED FILINGS

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

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.
3. For on-call contracts, retainage can be release annually. Please see the Intent-Affidavit Info for On-Call Contracts in Appendix D

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, https://secure.lni.wa.gov/ or by visiting their MY L&I account.

13. BID BOND

The attached Bid Bond (Appendix A) must be executed by the person legally authorized to sign the bid and must be properly signed by representatives of the surety company unless the bid is accompanied by a certified check or cashier's check.

13.1 If a Bid Bond is used, the form furnished by the City must be followed; no variation from the language thereof will be accepted. The amount of the Bid Bond must be not less than five percent (5%) of the total amount bid; and, if shown in dollars and cents, the amount of said Bid Bond must be not less than the required five percent; or in lieu of dollars and cents, the bond may be completed by inserting therein, “five percent of the amount of the accompanying proposal”. Bid Bonds will not be returned. Bid Bond should be submitted electronically with bid submittal. Hard copies should be postmarked no later than the submittal date.

13.2 If a certified or cashier’s check is provided by the successful Respondent(s), the amount of their check will be refunded after award of the Contract, City’s receipt of the signed Contract, and acceptance of the Performance Bond, if applicable. Unsuccessful Respondents providing certified checks will be refunded the amount of their check upon award of the Contract.

13.3 Failure to furnish a Bid deposit of a minimum of 5 percent shall make the bid nonresponsive and shall cause the bid to be rejected by the City.

A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be cash, certified check, cashier’s check, or a proposal bond (Surety bond). Any proposal bond shall be on the Contracting Agency’s form and shall be signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify the minimum 5 percent required. The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

If submitting your bid electronically, A scanned version of the original bid bond or cashier’s check shall accompany your electronic bid submittal. The original bid bond or cashier’s check shall be sent to the Contracting Agency and received by the Contracting Agency within 7 calendar days of the bid opening, or the bidder may be deemed non-responsive.

Original bid bond or cashier’s check will be delivered to:

City of Tacoma Procurement & Payables Division

Tacoma Public Utilities

3628 South 35th Street

Tacoma, WA 98409

If so, stated in the Contract Provisions, cash will not be accepted for a bid deposit.

14. PAYMENT AND PERFORMANCE BONDS

A payment and performance bonds, including power of attorney, for this project is required in the amount of 25 percent of the Contract total.

14.1 The City's payment and performance bond forms must be used.

14.2 The payment and performance bonds must be executed by a surety company licensed to do business in the state of Washington.

14.3 The cost of a payment and performance bonds must be included in submittal prices. Bonds will not be paid as a separate line item.

14.4 For a supply-type contract, a certified cashier's check or cash may be substituted for the bonds; however, this cash or check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

The same bonds can remain in place over the life of the contract and annual status inquiries can be directed to Brandon Snow via email to bsnow@tacoma.gov Subject line to read:

TW26-0142F – Green River Watershed Operations Heavy Equipment Services – *Vendor Nome*

15. DELIVERY

15.1 Delivery shall be to the City of Tacoma, Green River Watershed: 36932 SE Green River Headworks Road, Ravensdale, WA 98051.

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

15.2 Hours of operation shall be Monday through Friday, 8:00 a.m. to 3:30 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

16. WARRANTY – If Applicable

Labor: Minimum three (3) year warranty.

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

Contractor shall arrive on-site at the Watershed entrance within 48 hours of notification for all warranty repairs during normal work hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. Repairs shall include free pick-up and delivery. Repairs must be completed, and vehicle returned within 48 hours of pick-up.

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

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

17. INSPECTION

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

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

18. APPROVED ITEM EQUIVALENT

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

19. COMPLIANCE WITH SPECIFICATIONS

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

20. MATERIALS AND WORKMANSHIP

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

21. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the City's Sustainable Procurement Policy and Climate Action Plan, it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced

effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

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

- Durability, reusability, or refillable
- Pollutant releases, especially persistent bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts
- Toxicity of products used
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content
- Energy and water resource efficiency

22. LEAP REQUIREMENTS

This project has no LEAP requirements; however, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the LEAP Office for assistance in locating qualified employees. Visit the LEAP website for more information.

23. EQUITY IN CONTRACTING

This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the Washington State Office of Minority and Women's Business Enterprise to participate in City contracting opportunities. See **TMC 1.07 Equity in Contracting Policy** at the City's Equity in Contracting Program website.

APPENDIX A

Signature Page

Price Proposal Form

Bid Bond

Certification of Compliance with Wage Payment Statutes

State Responsibility and Reciprocal Bid Preference Information

Statement of Qualifications

Watershed Signature Page: Requirements for the Protection of Water Supply in the Green River

SIGNATURE PAGE

CITY OF TACOMA
TACOMA WATER DEPARTMENT

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

REQUEST FOR PROPOSALS SPECIFICATION NO. TW23-0321N
TACOMA WATER FOREST INVENTORY

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

Address

City, State, Zip

E-Mail Address

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

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

Printed Name and Title

(Area Code) Telephone Number / Fax Number

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

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

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Name of Bidder _____

PRICE PROPOSAL FORM
SPECIFICATION NO. TW24-0042F

Enter the unit cost for equipment and labor on the form below. Please note that the "Estimated Usage" quantities are intended for evaluation purposes only. Contract payments are based on actual hours worked by the Contractor. Tacoma Water makes no guarantee or implication of actual hours used per item as shown below.

Item No	Item Description	Unit Cost	Estimated Usage	Total Cost
1	**Excavator**			
A	300 size	$ /hr	8 Hrs	$
B	200 size	$ /hr	150 Hrs	$
C	150± size	$ /hr	100 Hrs	$
D	<100 size (mini)	$ /hr	50 Hrs	$
E	Backhoe	$ /hr	20 Hrs	$
2	**D5 / D6 Dozer**	$ /hr	40 Hrs	$
3	**Loader – 966 size**	$ /hr	8 Hrs	$
4	**Dump Trucks**			
A	On-Road Dump (10-12 CY)	$ /hr	60 Hrs	$
B	Truck with Trailer	$ /hr	20 Hrs	$
C	Off-Road (20± CY)	$ /hr	20 Hrs	$
5	**14 Grader**	$ /hr	40 Hrs	$
6	**Vibratory Roller** (min 66" Drum)	$ /hr	20 Hrs	$
7	**Tracked Shovel Log Loader** (Min 90,000 lbs)	$ /hr	40 Hrs	$
8	**Equipment Transportation *(within Watershed boundaries)***			
A	Truck w/Tilt-Trailer	$ /hr	30 Hrs	$
B	Lowboy	$ /hr	30 Hrs	$
9	**Move-In & Move-out to/from Tacoma Watershed Headwork's Gates *(Lump-sum per round-trip)***	$ /trip	15 Trips	$
10	**Miscellaneous labor (as requested by Tacoma Water)**	$ /hr	40 Hrs	$
11	**Equipment Operator (for rental equipment as requested by Tacoma Water)**	$ /hr	10 Hrs	$
	Equipment /Labor Total	Transfer Net Price to Request for Quotation Page		$

Can you accept the City's Procurement Card for Payments? Yes_____No _____

Miscellaneous materials and equipment rental (including applicable taxes and fuel) as specifically requested by Tacoma Water shall be paid on an "Actual Cost Plus Contractors Mark-Up" basis

Contractor Mark-Up is_____% of actual cost of material/equipment

Only firm prices will be accepted for the first contract term

Potential escalation percentage for 2nd year shall not exceed_____% for each unit price

Potential escalation percentage for 3rd year shall not exceed_____% for each unit price

Herewith find deposit in the form of a cashier's check in the amount of $_____ which amount is not less than 5-percent of the total bid.

SIGN HERE_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of _____ _____ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

PRINCIPAL: SURETY:

_____ _____

_____ _____

_____, 20_____

Received return of deposit in the sum of $ _____

_____

City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date March 10, 2023 that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date City State

Check One:

Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, the state where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Specification Number: _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

A). Certificate of registration as a contractor (**Must be in effect at time of bid submittal**).	Number: _____ Effective Date: _____ Expiration Date:_____
B). Current Washington Unified Business Identifier (UBI) Number:	Number: _____
C). Do you have industrial insurance (workers compensation) coverage for your employees working in Washington?	☐ Yes ☐ No ☐ Not applicable
Washington Employment Security Department Number:	Number: _____ ☐ Not applicable
Washington Department of Revenue state excise tax Registration number:	Number: _____ ☐ Not applicable
D). Have you been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065 (3)?	☐ Yes ☐ No If yes, provide an explanation of your disqualification on a separate page.
E). Have you been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW	☐ Yes ☐ No If yes, provide an explanation of your disqualification on a separate page
F). Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW?	☐ Yes ☐ No
G). Have you, within the three-year period immediately preceding the date of the bid solicitation, have you been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any	☐ Yes ☐ No If yes, provide an explanation of your disqualification on a separate page

Specification Number: _____

Name of Bidder: _____

provision of chapter 49.46, 49.48, or 49.52 RCW	
H). At the time of bid submittal, have you been subject to a revocation of a minor work permit under RCW 49.12.390(4)?	☐ Yes ☐ No If yes, provide an explanation on a separate page
Do you have a physical office located in the State of Washington?	☐ Yes ☐ No
If incorporated, in what state were you incorporated?	State: _____
If not incorporated, in what state was your business entity formed?	State: _____
Submittal of your signed bid constitutes your statement under penalty of perjury as required by RCW 39.04.350 (2), that you are in compliance with the responsible bidder criteria requirements of (G) and (H) above.	

Statement of Qualifications

All pages must be completely filled out and the last page signed by bidder to be considered responsive. When asked, the bidder shall promptly provide to Tacoma Water any and all information required by Tacoma Water to verify the information provided by the bidder in the Statement of Qualifications. Verification methods include, but are not limited to, reference checks, company payroll documents, including WA State Department of Labor and Industry reporting documents (L&I), on-site visits to verify Vehicle Identification Numbers, previous or current contract documentation of the bidder's capability and experience required by the scope of Section 4 to the Statement of Qualifications.

ANY QUESTION ANSWERED OTHER THAN "YES" OR THE FAILURE TO PROVIDE THE INFORMATION REQUESTED WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE

Section 1. General Information

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

Company Name

Company Owner Name

Company Mailing Address

Contractor license number

Email Address

Telephone ***Fax***

Bidder's Name

Bidder's Email Address ***Bidder's Phone Number***

Section 2. Safety & Regulatory Compliance

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

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

Yes / No

If yes, please attach and submit with this bid.

Section 3. Capability to Respond & Meet Needs in Emergencies

The Green River Watershed is the primary source of drinking water for the City of Tacoma and many other communities in Pierce and King Counties. Timely response to emergent threats to the systems that ensure delivery of drinking water is critical. A qualified bidder must be capable of responding on short notice at all times of the year, in all-weather conditions, 24-hours a day seven days a week. For the purpose of Section 3 of this solicitation, the terms "responding", "response" and "respond" are defined as: arriving at Tacoma Water's Headworks gate* with the specified personnel and equipment as required in Section 3.

*Tacoma Water Headworks gate address:
36932 SE Green River Headworks Rd.
Ravensdale WA, 98051

3.1 Qualified bidder crew and equipment requirements:

- **3.1.a** Within one-and-half (1.5) hours of notification, respond with a supervisor or other crew leader capable of assessing damage and equipment required for repairs.
- **3.1.b** Within three (3) hours of notification, respond with an excavator and operator (200 class excavator or larger), dump truck (10 cubic-yard or larger) and two additional crew members. This is Crew 1.
- **3.1.c** Within 24 hours of notification, respond with two (2) additional independent crews for a total of three (3) independent crews. Crews two and three shall each consist of one (1) operator / supervisor and two (2) crewmembers. Each of these crews shall be equipped with one (1) dump truck (10 cubic-yard or larger) and one (1) excavator (135 class or larger). These are Crews 2 and 3.
- **3.1.d** Additional equipment is required, this includes: one (1) lowboy truck and trailer; one (1) dozer (170 HP or greater); one (1) front end loader (225 HP or greater); and one (1) ditch bucket (minimum capacity 1.3 yards).

Upon submission of the Statement of Qualifications, can your company comply with the requirements of Sections 3.1.a through 3.1.d?

Statement of Qualifications

Yes / No

If yes, please complete the following table:

To be considered a qualified bidder, the bidding company must own or currently lease the equipment listed below to comply with the requirements of this solicitation.

	Description of Excavator including Make, Model and Vehicle Identification Numbers	Description of Dump Truck including Make, Model, and Vehicle Identification Numbers
Crew 1 **must be 200 Class or larger excavator*		
Crew 2		
Crew 3		
Additional Equipment Required		
Description of Lowboy truck and trailer including Make, Model, and Vehicle Identification Numbers		

Statement of Qualifications

Description of Dozer including Make, Model, and Vehicle Identification Numbers	
Description of Front End Loader including Make, Model, and Vehicle Identification Numbers	
Description of Ditch Bucket	

3.2 Per the 'Qualified Bidder Crew and Equipment Requirements' of 3.1, for the past three (3) years, has your company employed continually every month of each of those three (3) years: three (3) equipment operators, three (3) dump truck operators, and three (3) laborers all licensed and capable of operating the required equipment on site?

Yes or No

At time of award, a qualified bidder must provide L&I Certificate of Workers' Confirmation Coverage Quarterly Reports and associated Quarterly Report Confirmation Page that currently and for the past three years shows they have employed the number of personnel required to fulfill this requirement, according to Section 3.2. Bidders may redact rate per hour and amount owed on confirmation page.

Section 4. Experience Related Watershed Heavy Equipment Needs

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

4.1 Installing culverts and bridges is a critical skill essential to this contract. To be considered qualified in this type of work, the bidder must demonstrate that within the last ten (10) years their company has satisfactorily completed: two (2) separate projects that included the installation of culverts greater than 48 inches in diameter, and two (2) separate bridge installation projects with a minimum span of 40 feet. The projects must have been located on forest roads.

Can your company meet the requirements of Section 4.1

Yes / No

If yes, please complete the following table:

Culvert Installation Projects >48 inches:	Number & size of culverts:	Date:	Agency or company worked for:	Project manager name:
Bridge installation Projects >40 feet:	Size of Bridges:	Date:	Agency or company worked for:	Project manager name:

4.2 A qualified bidder must demonstrate their company has completed at least three (3) road grading projects within the last five (5) years, each consisting of at least fifteen (15) miles of grading. The projects must have been located on forest roads.

Can your company meet the requirements of Section 4.2?

Yes / No

If yes, please complete the following table:

Road system or road number:	Miles graded:	Date:	Agency or company worked for:	Project manager name:

Statement of Qualifications

4.3 A qualified bidder must show experience working on or around large diameter (16-inch or greater) pressurized water main. A qualified bidder must have performed at least three (3) separate projects within the last ten (10) years for a public water system where their company has excavated within three (3) feet of a 16-inch or larger water main, or completed a connection to a 16-inch or larger water main.

Can your company meet the requirements of Section 4.3?

Yes / No

If yes, please complete the following table:

Project name:	Project scope & location:	Date:	Agency or company worked for:	Project manager name:

4.4 The Green River Watershed frequently receives large snowfall events. A qualified bidder must demonstrate experience and technical ability to operate machinery in deep snow (over 12-inches) on forest roads is required. A qualified bidder must demonstrate that their company has completed at least two (2)

projects within the last five (5) years requiring snow removal. The projects must have been located on forest roads.

Can your company meet the requirements of Section 4.4?

Yes / No

If yes, please complete the following table:

Project name:	Date:	Agency or company worked for:	Project manager name:	Equipment used:

4.5 A qualified bidder must demonstrate experience in building retaining walls. To be considered experienced in this type of work, a qualified bidder must have completed at least three(3) separate projects within the last ten (10) years where their company has satisfactorily completed the construction or installation of engineered retaining walls that utilized: gabion style of construction, walls that required the use of soil nails greater than eight (8) feet in length, or the construction of eco block walls, all with a minimum length of 60 linear feet, a minimum height of 6 vertical feet, and all located on a public or forest roads.

Statement of Qualifications

Can your company meet the requirements of Section 4.5?

Yes / No

If yes, please complete the following table:

Project name:	Date:	Agency or company worked for:	Project manager name:	Equipment used:

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

_____ _____

Signature of Authorized Representative Date

_____

Printed Name of Authorized Representative

WATERSHED SIGNATURE PAGE

REQUIREMENTS FOR PROTECTION OF WATER SUPPLY IN THE GREEN RIVER

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

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

The responsive bidder must be able to comply with all requirements listed in the 'REQUIREMENTS FOR PROTECTION OF WATER SUPPLY IN THE GREEN RIVER WATERSHED', which includes having an off-site area suitable of meeting decontamination requirements as well as the necessary equipment to perform the cleaning.

I understand the requirements outlined in the attached document titled 'REQUIREMENTS FOR PROTECTION OF WATER SUPPLY IN THE GREEN RIVER WATERSHED' (Appendix B) and our company and any subcontractors have the ability to comply with these requirements.

Name_____ Signature_____

Title_____ Company_____

Date_____

APPENDIX B

Sample Contract

Sample Payment Bond

Sample Performance Bond

Sample General Release Form

CONTRACT

Resolution No.
Contract No.

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

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

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

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

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

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

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

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

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

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

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

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

SAMPLE

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

IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

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

CITY OF TACOMA:	CONTRACTOR:
Signature:	Signature:
Name:	Name:
Title:	Title:

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

Director of Finance: _____

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

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

SAMPLE

PAYMENT BOND
TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned, _____

as principal, and _____

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

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

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

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

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

Specification No.

Specification Title:

Contract No.

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

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

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

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

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

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

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

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

SAMPLE

PERFORMANCE BOND
TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned, _____

as principal, and _____

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

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

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

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

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

Specification No.

Specification Title:

Contract No.

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

_____

By: _____

Surety:

_____

By: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE

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

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

Principal: Enter Vendor Legal Name

_____

By: _____

Surety:

_____

By: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for _____
Project / Spec. #
between _____ and the City of Tacoma,
(Themselves or Itself)
dated _____, 20___, hereby releases the City of Tacoma, its departmental officers and agents from any and all claim or claims whatsoever in any manner whatsoever at any time whatsoever arising out of and/or in connection with and/or relating to said contract, excepting only the equity of the undersigned in the amount now retained by the City of Tacoma under said contract, to-wit the sum of $ _____.

Signed at Tacoma, Washington this _____ day of _____, 20 __.

_____
Contractor

By_____

Title _____

SAMPLE

APPENDIX C

City of Tacoma Insurance Requirements

City of Tacoma General Provisions

Prevailing Wage Rates

Intent – Affidavit for On-Call Contracts

CITY OF TACOMA
INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

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

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

1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.

1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:

- 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
- 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
- 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
- 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
- 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
- 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form **Both** CG 20 10, or CG 20 26, or CG 20 33, ***10 01 Editions***, or
- 1.3.7. CG 20 38 04 13 or the equivalent
- 1.3.8. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella

1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:

- 1.4.1. An ACORD certificate or equivalent
- 1.4.2. Copies of requested endorsements (Additional Insured, Waiver of Subrogation, Primary and non-contributory) specifically issued by the insurance carriers evidencing coverage on the certificate

1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the

City of Tacoma Department must be shown on the Certificate of Insurance.

1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to coi@tacoma.gov.

1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@tacoma.gov.

1.8. “Claims-Made” coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.

1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.

1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.

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

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

1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.

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

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

1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and

incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies or products. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement) and/or Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

3.2 Commercial (Business) Automobile Liability Insurance

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

3.3 Workers' Compensation

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

3.4 Employers' Liability Insurance

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

3.5 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily

injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work. Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract, may be a required coverage depending on course and scope of the contract.

3.6 Other Insurance

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

GENERAL PROVISIONS

(Revised December 15, 2020)

SECTION I - BIDDING REQUIREMENTS

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent's Proposal

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

B. Alterations of Proposals Not Allowed

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

C. Filling Out City Proposal Sheets

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

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

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

1.03 RESPONDENT'S BOND OR CERTIFIED CHECK

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

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

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

1.04 DELIVERY OF PROPOSALS TO THE CITY’S PURCHASING OFFICE

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

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

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

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

1.05 LICENSES/PERMITS

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

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

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

1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

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

1.07 BID IS NONCOLLUSIVE

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

1.08 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

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

B. Prequalified Electrical Contractor

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

C. Insertions of Material Conflicting with Specifications

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

D. Correction of Ambiguities and Obvious Errors

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

1.09 WITHDRAWAL OF BID

A. Prior to Bid Opening

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

B. After Bid Opening

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

1.10 OPENING OF BIDS

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

1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION

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

1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

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

1.13 TAXES

A. Include In Proposal All Taxes

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

B. Federal Excise Tax

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

C. City of Tacoma Business and Occupation Tax

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

1.14 FIRM PRICES/ESCALATION

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

1.15 AWARD

A. Construction and/or Labor Contracts

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

B. Supply/Equipment Contracts

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

1.16 INCREASE OR DECREASE IN QUANTITIES

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

1.17 EXTENSION OF CONTRACT

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

1.18 PAYMENT TERMS

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

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

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

A. Payment methods include:

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

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

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

B. Limitation of Liability for Primarily Supply-Type Contracts

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

2.06 CONTRACTOR'S INSURANCE

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

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

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

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

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

D. Subletting

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

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

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

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

2.08 DELAY

E. Extension of Time

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

F. Unavoidable Delay

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

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

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

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

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

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

B. Guarantee for Supply Contracts

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

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

C. Guarantee Period Extension

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

2.10 DEDUCTIONS FOR UNCORRECTED WORK

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

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

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

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

B. Termination for Cause

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

2. Bankruptcy. If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her 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 I 0 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 I
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

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

2.15 PACKING SLIPS AND INVOICES

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

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

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

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

2.16 APPROVED EQUALS

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

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

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

2.17 ENTIRE AGREEMENT

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

2.18 CODE OF ETHICS

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

2.19 FEDERAL FINANCIAL ASSISTANCE

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

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

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

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

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

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

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

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

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

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

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

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

C. CLEAN AIR ACT

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

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

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

D. FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

E. DEBARMENT AND SUSPENSION

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

2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 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 King County.

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

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

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

Look up prevailing rates of pay, benefits, and overtime codes from this link:
https://secure.lni.wa.gov/wagelookup/

REQUIRED FILINGS

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

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.

2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, https://www.lni.wa.gov/ or by visiting their MY L&I account.

Department of Labor and Industries
Prevailing Wage
(360) 902-5335
www.lni.wa.gov/TradesLicensing/PrevWage

STATEMENT OF INTENT TO PAY PREVAILING WAGES

Public Works Contract
$40.00 Filing Fee Required

- This form **must** be typed or printed in ink.
- **Fill in all blanks or the form will be returned for correction (see instructions).**
- Please allow a **minimum** of 10 working days for processing.
- Once approved, your form will be posted online at https://fortress.wa.gov/lni/pwiapub/SearchFor.asp

Intent ID # (Assigned by L&I)_____

Your Company Information		
Your Company Name ABC Company, Inc.		
Your Address 1234 Main Street		
City Olympia	State WA	Zip+4 98501-1234
Your Contractor Registration Number ABCCI*0123AA	Your UBI Number 123456789	
Your Industrial Insurance Account Number 111,111-11		
Your Email Address (required for notification of approval) prevailingwage@lni.wa.gov	Your Phone Number (555) 555-5555	

Awarding Agency Information		
Project Name Road Repair	Contract Number 2011-01B	
Awarding Agency WA State Department of Transportation		
Awarding Agency Address PO Box 47354		
City Olympia	State WA	Zip+4 98501
Awarding Agency Contact Name John Doe	Phone Number (555) 555-5555	
County Where Work Will Be Performed Thurston	City Where Work Will Be Performed Olympia	

Additional Details	
Your Expected Job Start Date (mm/dd/yyyy) 01/01/2011	
Job Site Address/Directions State Street @ Plum Street	

Contract Details	
Bid Due Date (**Prime Contractor's**) 08/01/2010	Award Date (**Prime Contractor's**) 08/10/2010
Indicate Total Dollar Amount of **Your** Contract (including sales tax) or time and materials, if applicable.	$1000.00

ARRA Funds	**Weatherization or Energy Efficient Funds**
Does this project utilize American Recovery and Reinvestment Act (ARRA) funds? ☐ Yes ☒ No	Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)? ☐ Yes ☒ No

Prime Contractor's Company Information		**Hiring Contractor's Company Information**	
Prime Contractor's Company Name XYZ Company, Inc.	Prime Contractor's Intent Number 123456	Hiring Contractor's Company Name Super Pavers, Inc.	
Prime Contractor's Registration Number XYZIN*0123AA	Prime Contractor's UBI Number 987654321	Hiring Contractor's Contractor Registration Number SUPERPA123AA	Hiring Contractor's UBI Number 321456987

Employment Information					
Do you intend to use **ANY** subcontractors?	☐ Yes	☒ No	Will employees perform work on this project?	☒ Yes	☐ No
Will **ALL** work be subcontracted?	☐ Yes	☒ No	Do you intend to use apprentice employees?	☒ Yes	☐ No

Number of Owner/Operators who own at least 30% of the company who will perform work on the project: ☐ None (0) ☒ One (1) ☐ Two (2) ☐ Three (3)

Crafts/Trades/Occupations – (Do not list apprentices. They are listed on the Affidavit of Wages Paid only.) If an employee works in more than one trade, ensure that all hours worked in each trade are reported below. For additional crafts/trades/occupations please use Addendum A.	**Number of Workers**	**Rate of Hourly Pay**	**Rate of Hourly Usual ("Fringe") Benefits**
Laborer - Asphalt Raker	**2**	**39.28**	**5.00**
Power Equipment Operator - Asphalt Plant Operator	**1**	**48.04**	**2.35**
Truck Driver - Asphalt Mix (over 16 Yds)	**1**	**46.47**	**0.00**

Signature Block

I hereby certify that I have read and understand the instructions to complete this form and that the information, including any addenda, are correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.

Print Name:	**Print Title:**	**Signature:**	**Date:**

For L&I Use Only

Approved by signature of the Department of Labor and Industries Industrial Statistician

NOTICE: If the prime contract is at a cost of over one million dollars ($1,000,000.00), RCW 39.04.370 requires you to complete the EHB 2805 (RCW 39.04.370) Addendum and attach it to your Affidavit of Wages of Paid when your work on the project concludes. This is only a notice. The EHB 2805 Addendum is not submitted with this Intent.

SAMPLE

APPENDIX D

Requirements for Protection of Water Supply in the Green River Watershed

TACOMA PUBLIC UTILITIES
TACOMA WATER

REQUIREMENTS FOR PROTECTION OF WATER SUPPLY IN THE GREEN RIVER WATERSHED

Jackie Flowers
Director of Utilities

Scott Dewhirst
Superintendent – Tacoma Water

UTILITIES ADMINISTRATION BUILDING
Tacoma, Washington 98409

EMERGENCY NUMBERS

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

FOREWORD

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

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

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

Revised - January 11, 1966
Revised - May 4, 1967
Revised - September 2, 1970
Revised - January 20, 1971
Revised - March 17, 1976
Revised and Approved by Public Utility Board – January 23, 1980
Revised and Approved by Public Utility Board – August 25, 1993
Revised and Approved by Public Utility Board – August 13, 2008
Revised and Approved by Public Utility Board – March 27, 2019

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CHAPTER I

CONTROL OF THE WATERSHED AREA

Background

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

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

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

Regulatory Considerations

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

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

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

General Access Control

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

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

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

CHAPTER II

ACCESS

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

Westerly Access into the Green River Watershed

Road 5500

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

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

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

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

Tacoma Water issues all commercial hauling permits on Road 5500.

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

Green River Truck Road

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

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

Gate Keys

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

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

Access into the Green River Watershed via All Other Routes

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

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

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

Insurance Requirements

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

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

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

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

CHAPTER III

OVERNIGHT STAYS

Temporary Residence

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

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

CHAPTER IV

RULES AND REGULATIONS FOR MULTIPLE-USE FACILITIES AND OPERATIONS

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

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

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

1. Notification

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

2. Toilet Facilities

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

3. Garbage

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

4. Communicable Diseases

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

5. Rodent Control

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

6. Boating, Wading, and Equipment Use

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

7. Petroleum Products and Petroleum Product Spills

a. Tankers, railroad tank cars, tank trucks, or other facilities used for the loading, unloading, and transportation of petroleum products shall be equipped for the collection of drips from the hose or other onnections with the excess petroleum products contained in hose and pipelines.

b. Wherever petroleum products are temporarily being stored within the watershed, provisions shall be made for catching accidental spills. These facilities shall be of such a capacity as to hold the maximum quantity of petroleum products possible from any one spill.

c. If petroleum products or other hazardous materials are accidentally spilled into the Green River or its tributaries, or has the potential to reach the water supply immediate notification shall be given to Tacoma Water (at the emergency phone numbers provided) so the polluted water can be diverted before entering the water distribution system. Tacoma Water maintains oil spill equipment at the Green River Headworks and at most bridge crossings. The contractor shall be liable for any damage from such river pollution.

d. Emergency Phone Numbers

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

e. Any equipment leaking excess amounts of oil shall be repaired prior to continuation of its use within the watershed.

8. Turbidity Control

a. Tacoma Water may require a project to be shut down within the Green River Watershed if it causes turbidity levels above 5.0 NTUs (Nephelometric Turbidity Units) at the water supply intake. The affected project shall be delayed until turbidity from the project can be reduced by sedimentation basin construction or until conditions allow for well water blending or replacement of the turbid river water.

b. Where required, temporary sedimentation basins shall be provided of sufficient capacity to detain the runoff long enough to permit the water to significantly improve before being discharged into the main river or any tributary thereto.

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

9. Spraying Herbicides, Insecticides, or Fertilizers

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

   - Glyphosate
   - Triclopyr
   - Aminopyralid

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

b. Oil-based insecticides or herbicides shall not be used without prior approval of Tacoma Water.

c. Two weeks' prior notice must be provided to Tacoma Water by contractors or landowners who are planning on applying herbicides, insecticides, or fertilizers. This advance notice is required for the following reasons:

   - To screen all chemicals and application methods to determine potential impact on the water supply area.
   - To locate water sampling sites which best represent any potential contamination of the river.
   - To collect water samples to be tested for one or more of the chemicals applied; samples must be collected prior to chemical application, immediately after chemical application, and after the next rain event (Appendix E).
   - To make arrangements for Tacoma Water staff to ride with or be available to the herbicide applicator during the application process.

10. Bridge Maintenance

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

11. Bridge Sanitation Requirements

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

12. Dust Control

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

CHAPTER V

SPECIAL INSTRUCTIONS TO CONTRACTORS WORKING IN THE GREEN RIVER WATERSHED

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

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

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

CHAPTER VI

RECREATION WITHIN THE GREEN RIVER WATERSHED

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

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

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

CHAPTER VII

TERMINATION OF ACCESS PRIVILEGES

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

APPENDIX A

CITY OF TACOMA ORDINANCE NO. 11441

ORDINANCE NO. 11441

BY DAVISSON:

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

BE IT ORDAINED BY THE CITY OF TACOMA:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed AUG 4 - 1937

Geo. A. Smith
Mayor

Attest: Genevieve Martin
City Clerk

APPENDIX B

ROAD USE PERMIT FORM FOR THE GREEN RIVER WATERSHED

N 9654

TACOMA WATER
TACOMA PUBLIC UTILITIES

Permit No._____

ROAD USE PERMIT FORM FOR THE GREEN RIVER WATERSHED

Permit Issue Date: _____ Permit Expiration Date: _____

Printed Name: _____ Office Phone No. : _____

Address: _____

Employer:_____

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

Purpose of Access: _____ Job Location: _____

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

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

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

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

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

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

Permitee signature: _____

SPECIAL REQUIREMENTS

1. Permittee(s) acknowledge that the Watershed roads are rough and appropriate driving precautions must be taken. Permittee(s) agree to hold harmless and indemnify the City of Tacoma, its officers, employees and other road owners and easement holders from all claims for monetary damages, litigation and judgements arising from or related to the use of the Watershed roads and other access privileges.

2. The City does not warrant the condition of the road, and permittee(s) use the roadway at their own risk.

3. Permittee is required to follow all safety guidelines on City of Tacoma roads including: following posted maximum speeds and other road-use instructions and calling out all mile and half mile markers using a CB radio. Headlights must remain on while driving.

4. All permittee(s) and work crews granted access to the Green River Watershed over City-owned or controlled roadways are required to comply with the City of Tacoma regulations as stated in the "Requirements for the Protection of Water Supply in the Green River Watershed." Copies are available upon request at the Headworks Operations Building.

5. Permittee(s) shall not stop on City of Tacoma roadways, except in case of vehicle mechanical failure or unsafe road conditions.

6. The permit holder must notify City of Tacoma staff immediately if a hazardous material spill occurs. Hazardous materials include but are not limited to: fuels, oils, coolants, pesticides, or any other substance that could pose a hazard to, or is known to have adverse effects on drinking water.

7. People in charge of operations shall instruct all those who enter the Watershed on their behalf about the nature of the Watershed and the serious consequences arising from failure to comply with the City's regulations regarding protection of its water supply.

8. No personal shall be taken in or allowed to enter the Watershed with a permittee unless that person is in the employ of the permittee. **No unauthorized riders are allowed.**

9. This permit is not transferrable and any assignment of it shall be cause for revocation.

10. The permittee(s) shall not trespass on the property right of the City of Tacoma or other landowners in the Watershed and shall not commit any act that may affect the quality of water. Permittees found in any body of water for anything other than specific assigned job requirements will have their access privileges revoked.

11. Except for a limited permit hunt, recreation of any type is not allowed within the controlled area of the Watershed. **This permit provides access to and from the job location only.**

Permittee initials: _____

APPENDIX C

TRESPASS/INCIDENT REPORT FORM

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

APPENDIX D

DECONTAMINATION OF EQUIPMENT AND SUPPLIES

Decontamination of Equipment and Supplies

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

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

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

Decontamination requires the following items:

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

Procedures for Decontamination of Equipment and Materials

1. Overview of Procedures

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

a. Visual inspection and physical removal and disposal of plant fragments, soils and mussel shells.

b. Pressure wash at 140 degrees F with chlorine bleach entrained in the spray to remove all oil, grease, dirt and debris.

c. Final inspection by Tacoma Water representative.

2. Detailed Procedures for Inspection by Tacoma Water Personnel

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

a. Storage wells, bait tanks, and under floorboards of boats.

b. Motor, propeller and motor well.

c. Trailer hitch and bumper area.

d. Trailer frame inside and out including pads for boat bottom.

e. Vehicle and trailer axles and fender wells.

f. Gears, tracks, shovels, and axles on mechanized equipment and areas behind cover plates.

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

a. Pressure washer will have working temperature and pressure gauges.

b. Direct the pressure washer stream at all surfaces with special attention to the areas listed in Section 2. Surfaces should have a minimum of 30 seconds contact time with water heated to 140 degrees F at 2000 psi. The nozzle type, spray distance and application rate shall be adjusted to thoroughly remove all foreign substances without damaging the equipment being cleaned.

c. Boat motors, pumps and other equipment with internal wetted surfaces will be flushed with a minimum three volumes of 140-degree F water with bleach added at the required ratio.

d. For materials that could be damaged by bleach or pressure washing, an alternative of storing the equipment dry in a facility for 10 days may be acceptable based on the inspection. Such equipment will still be inspected and required to be cleaned before storage with biodegradable soap and brushes.

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

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

a. Drive shaft housing cover

b. Drive shaft housing and wetted cavity

c. Clamp bracket assembly

d. Swivel bracket assembly

e. Propeller shaft and seals.

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

5. Chlorine Washing for Equipment that Cannot be Pressure Washed

a. Pressure-sensitive materials can be decontaminated with a chlorine solution applied with a pressurized tank sprayer or spray bottle. Concentrate spray especially toward tight spaces and crannies where plant pieces or shells might collect. Allow bleach solution to remain on the equipment for a minimum of 10 minutes or until it has dried. Do not rinse.

b. For equipment that can be damaged by bleach, scrubbing with biodegradable soap is the acceptable alternative. This is acceptable for personal equipment like rubber boots, wet suits, and waders without felt soles. **Felt soles must be soaked in a bleach water solution!**

c. Chlorine solution is not stable and must be made up daily. It readily decomposes to salt and water when exposed to sunlight. An effective chlorine solution must contain 200 mg/l free available chlorine. The concentration can be obtained by diluting fresh household bleach according to the following table:

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

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

6. Discharge and Neutralization of Bleach

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

7. Final Inspection and Approval

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

Addendum
Cleaning of Equipment for Terrestrial Invasive Species

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

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

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

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

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

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

APPENDIX E

SAMPLE COLLECTION PROCEDURE DURING HERBICIDE SPRAYING

SAMPLE COLLECTING PROCEDURE DURING HERBICIDE SPRAYING

SAMPLE SIZE = 1 Liter

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

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

ALL SAMPLES SHALL BE TAGGED TO PROVIDE THE FOLLOWING INFORMATION

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

APPENDIX F

GREEN RIVER WATERSHED GATE POLICY AND KEY PERMIT

City of Tacoma Green River Watershed
Gate Policy and Key Permit
(Adopted by Water Superintendent on 06/30/2014)

1. PURPOSE

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

2. POLICY

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

3. SCOPE

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

4. GENERAL RESPONSIBILITIES

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

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

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

5. KEY REQUESTS AND ISSUANCE

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

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

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

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

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

6. KEY HOLDER RESPONSIBILITIES

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

6.2 All interior gates must be left as found.

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

6.4 Keys must not be duplicated.

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

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

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

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

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

7. LOST, STOLEN AND BROKEN KEYS

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

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

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

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

8. RETURN OF KEYS

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

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

Name _____

Company _____

Address _____

Office Phone _____

Cell Phone _____

Driver's License _____

Permit Number _____

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

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

Signed _____ Date _____

OFFICIAL DO NOT WRITE BELOW

Date Issued _____

Issued By _____

Key # _____ Date returned _____ Received By _____

Key # _____ Date returned _____ Received By _____

Key # _____ Date returned _____ Received By _____

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

Explain the circumstances for key not returned:

_____