Environmental Services Department

ADDENDUM NO. 2 **DATE:** September 2, 2026

REVISIONS TO:

Request for Bids - Specification No. ES26-0076N - Ecological Services

NOTICE TO ALL BIDDERS:

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

REVISIONS TO THE SUBMITTAL DEADLINE:

The submittal deadline remains the same.

REVISIONS TO THE SPECIFICATIONS:

Change No. 1
The Statement of Qualifications has been added to Appendix B. Attached is the revised RFB.

Change No. 2
The Bid Bond form has been removed from Appendix B. Attached is the revised RFB.

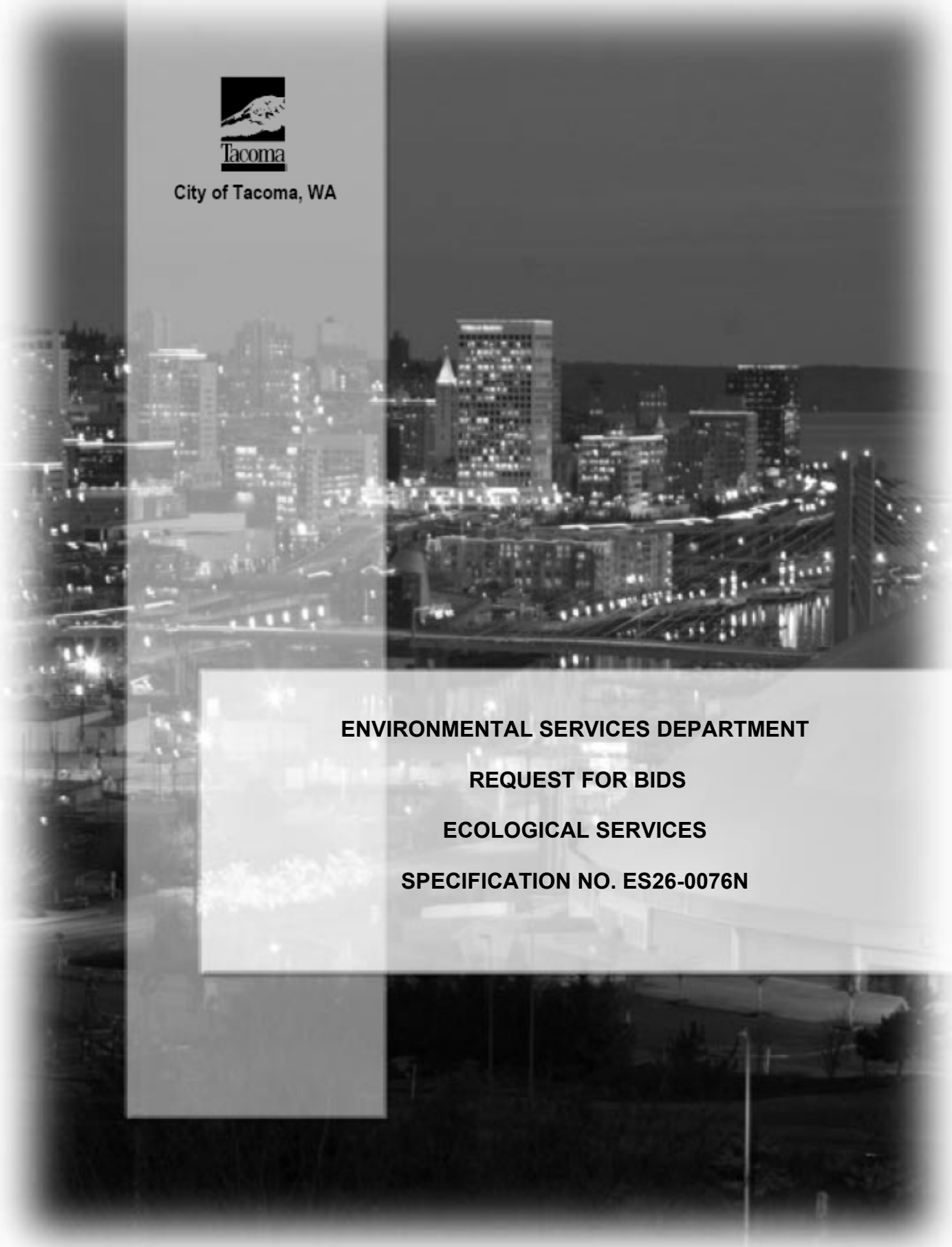
Change No. 3
Example Price Proposal Form added to Appendix B. Attached is the revised RFB.

Change No. 4
Calendar of Events Assistant City Manager Approval, on or about date changed to 9/23/2026.

NOTE: Acknowledge receipt of this addendum by initialing the corresponding space as indicated on the signature/proposal page. Vendors who have already submitted their bid/proposal may contact the Purchasing Division at (253) 502-8468 and request return of their bid/proposal for acknowledgment and re-submittal. The City reserves the right to reject any and all bids, including, in certain circumstances, for failure to appropriately acknowledge this addendum.

cc: Jordan Ennis, P.E. Environmental Services, Science & Engineering Division

Addendum 2



City of Tacoma, WA

ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS

ECOLOGICAL SERVICES

SPECIFICATION NO. ES26-0076N

Addendum 2

City of Tacoma
Environmental Services Department

REQUEST FOR BIDS
ES26-0076N
On-Call Ecological Services Contract

Submittal Deadline: 11:00 a.m., Pacific Time, Wednesday, September 9, 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 envelope. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: 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

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

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

Pre-Proposal Meeting: A pre-proposal meeting will be held via Teams at 10 AM PT on Monday, August 17, 2026 to answer questions regarding the contract. Below are details on how to join the meeting:

Microsoft Teams Meeting Link

Meeting ID: 248 837 832 519 521

Passcode: 3r3WM7w8

Dial in by phone:

+1 253-666-4424,,903922331# United States, Tacoma

Phone conference ID: 903 922 331#

Project Scope: The City of Tacoma (City) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs to perform ecological services for various critical areas and City-owned properties. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

Estimate: $250,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave in accordance with Washington State 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 Anela Olson by email to aolson1@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.

TABLE OF CONTENTS

TABLE OF CONTENTS 3
SUBMITTAL CHECKLIST 4
SPECIAL NOTICE TO BIDDERS 5
1. MINIMUM REQUIREMENTS 9
1.1 QUALIFICATIONS 9
2. GENERAL PROVISIONS 9
3. INSURANCE REQUIREMENTS 9
4. DESCRIPTION OF WORK 10
5. ANTICIPATED CONTRACT TERM AND VALUE 10
6. CONTRACT PRICING 10
7. CALENDAR OF EVENTS 10
8. INQUIRIES 11
9. PRE-BID MEETING 11
10. DISCLAIMER 11
11. RESPONSIVENESS 11
12. AWARD 12
13. PREVAILING WAGE INFORMATION 12
14. BID BOND 13
15. PAYMENT AND PERFORMANCE BONDS 13
16. DELIVERY 14
17. INSPECTION 14
18. COMPLIANCE WITH SPECIFICATIONS 15
19. MATERIALS AND WORKMANSHIP 15
20. ENVIRONMENTALLY PREFERABLE PROCUREMENT 15
21. LEAP REQUIREMENTS 15
22. EQUITY IN CONTRACTING 16
APPENDIX A 17
APPENDIX B 18
APPENDIX C 19
APPENDIX D 20

SUBMITTAL CHECKLIST

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):	
Signature Page (Appendix B) 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 (Appendix B) The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.	
Statement of Qualifications (Appendix B)	
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).	
After award, the following documents will be executed:	
City of Tacoma Contract (See sample in Appendix C) Must be executed by the successful bidder.	
Certificate of Insurance and related endorsements (Appendix D) Shall be submitted with all required endorsements	
Payment and Performance Bonds (See samples in Appendix C) Payment Bond and Performance Bond: Must be executed by the successful bidder and his/her surety company	
General Release (See sample in Appendix C)	

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 chapters 18.27 RCW,18.106 RCW, 70.87 RCW, 19.28 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
   b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
   c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
4. Not be disqualified from bidding on any public works Contract under RCW 39.06.010 (unlicensed or unregistered Contractors) or 39.12.065(3) (prevailing wage).
5. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW and must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first-tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:
    a. Have a current certificate of registration as a Contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
    b. Have a current Washington Unified Business Identifier (UBI) number;
    c. If applicable, have:
        i. Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
        ii. A Washington Employment Security Department number, as required in Title 50 RCW;
        iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
        iv. An electrical Contractor license, if required by Chapter 19.28 RCW;
        v. An elevator Contractor license, if required by Chapter 70.87 RCW and;
3. Not be disqualified from bidding on any public works Contract under RCW 39.06.010 (unlicensed or unregistered Contractors) or 39.12.065(3) (prevailing wage).

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

The City may require bidders to furnish information, sworn or certified to be true, to demonstrate compliance with the City responsibility criteria set forth above. If the city manager or director of

utilities is not satisfied with the sufficiency of the information provided, or if the prospective respondent does not substantially meet all responsibility requirements, any submittal from such respondent must be disregarded.

B. ADDITIONAL SUPPLEMENTAL CRITERIA

Refer to the Technical Specification (Appendix A) for additional supplemental criteria.

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

1. MINIMUM REQUIREMENTS

The Contractor and all on-site Supervisors shall have the technical knowledge required to distinguish between Pacific Northwest native plant species, common ornamental plants, and unwanted plant species, including, but not limited to all noxious weed species categorized by Washington State and Pierce County Weed Control Board, and species identified in the project documentation and City of Tacoma specifications/standards.

The Contractor shall hold and maintain a current Washington Department of Agriculture pesticide license. If a project includes applying herbicides to water/wetland areas, an Aquatic Endorsement shall be required. The license(s) must be provided to the City of Tacoma Project Manager within 5 days of request.

The Contractor shall acquire necessary permits to complete projects including but not limited to Tacoma Public Utilities hydrant permit and certification card, and Department of Ecology Aquatic & Invasive Species Control permit.

1.1 QUALIFICATIONS

The Contractor shall have successfully completed at least five projects with similar work categories to this contract within the past five years. The examples provided in the Statement of Qualifications (SOQ) must include work related to wetland and open space management, comparable to those defined in these technical specifications. The Contractor must have self-performed a minimum of 75% of the total contract value for each project.

The on-site Supervisor shall have successfully completed at least five wetland and/or open space management projects in the pertinent role within the last five years. The Supervisor named in the SOQ shall be dedicated to each project included in the contract, unless otherwise approved by the City Project Manager.

The Pesticide Applicator shall have successfully completed at least five wetland and/or open space management projects in the pertinent role within the last five years. This individual must have a Washington Department of Agriculture pesticide license. The Pesticide Applicator named in the SOQ shall be dedicated to each project that requires the application of pesticides, unless otherwise approved by the City Project Manager.

2. GENERAL PROVISIONS

City of Tacoma General Provisions apply (see Appendix D).

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 D)

4. DESCRIPTION OF WORK

The City of Tacoma (City) is soliciting bids to establish one Contract with a qualified vendor to fulfill the City's needs to perform ecological services for various critical areas and City-owned properties. The Contract will be awarded to the lowest responsive and responsible bidder based on price, product quality, and availability.

5. ANTICIPATED CONTRACT TERM AND VALUE

The Contract will be for a two-year period with the option to renew the Contract for three additional one-year terms. The City reserves the right to cancel the Contract for any reason, by written notice, as stipulated in the Contract.

The total Contract value is $250,000, plus applicable taxes, based upon the estimated usage over the duration of the agreement. Work under this Contract will be on an "as needed" basis and may not be continuous, with the potential for several months to pass before work is required. The City does not guarantee that a minimum amount of work will be performed.

6. CONTRACT PRICING

Work under this Contract will be paid for based on the labor, materials, and equipment required to fulfill each task authorization. The Contractor shall provide markup percentages in the bid proposal that will be applied to these costs to produce the total amount paid for each scope of work.

The quantities listed in the bid proposal are estimated Contract amounts, used to approximate the proportion of each bid item, for the sole purpose of evaluation for award. Actual quantities and relative proportions will vary based upon each task authorization.

An initial mobilization fee of 10 percent of the original Contract amount shall be paid within 30 days of Contract execution. This shall include all costs associated with project coordination, submittals, and all other preparatory activities.

7. CALENDAR OF EVENTS

This is a tentative schedule only and may be altered at the sole discretion of the City. Contract may be issued after City Council approval. The anticipated schedule of events concerning this RFB is as follows:

Pre-Proposal Meeting:	**8/17/2026**
Question Deadline:	**8/19/2026**
City Response to Questions:	**8/20/2026**
Submittal Due Date:	**9/9/2026**
Anticipated Award Date:	**9/16/2026**
Assistant City Manager Approval, on or about:	**9/23/2026**

8. INQUIRIES

8.1 Questions can be submitted to Anela Olson, Buyer, via email to aolson1@tacoma.gov. Subject line to read:
ES26-0076N – Ecological Services – *VENDOR NAME*

8.2 Questions are due by 3 p.m. on the date included in the Calendar of Events section.

8.3 Questions marked confidential will not be answered or included.

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

8.5 The answers are not typically considered an addendum.

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

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

9. PRE-BID MEETING

A pre-proposal meeting will be held via Teams at 10 AM PT on Monday, August 17, 2026 to answer questions regarding the Contract. Below are details on how to join the meeting:

Microsoft Teams Meeting Link

Meeting ID: 248 837 832 519 521

Passcode: 3r3WM7w8

Dial in by phone:

+1 253-666-4424,,903922331# United States, Tacoma

Phone conference ID: 903 922 331#

10. 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.

11. RESPONSIVENESS

Bid submittals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All bid 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 bid 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.

12. 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, or as otherwise shown on the proposal. 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

13. 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 Pierce County.

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 for each 12 month period.
3. For on-call Contracts, retainage can be released 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.

14. BID BOND

Section 1.03 of the General Provisions does not apply to these specifications. A bid bond is not required.

15. 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 of $250,000.

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

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

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

15.4 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 Anela Olson via email to aolson1@tacoma.gov. Subject line to read:

ES26-0076N – Ecological Services – *VENDOR NAME*

16. DELIVERY

16.1 Prices must be quoted free on board (FOB) destination, freight prepaid and allowed with risk of loss during transit remaining with Contractor/Supplier (unless otherwise stated) to the designated address(es) provided in each Task Authorization.

16.2 Deliveries shall be accepted Monday through Friday, 9:00 a.m. to 3:30 p.m., excluding legal holidays, as referred to in the General Provisions or as otherwise approved by the City.

17. INSPECTION

17.1 All materials furnished and work performed shall be subject to inspection. The person(s) responsible for inspecting the work (Inspector) shall have access to the work at all times, wherever it is in progress, and the Contractor shall provide proper facilities for such access and inspection. Inspections shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing best labor practices and quality materials in accordance with the Specifications and Task Authorizations. All material or work approved and later found defective shall be replaced at no cost to the City.

17.2 The Inspector shall have authority to reject materials or workmanship that does not fulfill the requirements of the Specifications or Task Authorizations, but in case of dispute the Contractor may appeal to the City representative(s) administering the Contract (Project Manager).

The Contract shall be carried out under the general control of the Project Manager, who may exercise control over the conduct of the work as may be necessary, to safeguard the interests of the City. The Contractor shall comply with all orders and instructions given by the Project Manager, in accordance with the terms of the Contract. Such control shall only apply to the extent necessary to (a) ensure compliance with the provisions of this Contract, and (b) 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 shall be taken to relieve the Contractor of its obligations or responsibilities under the Contract.

18. 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.

19. 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.

20. 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

21. 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.

22. 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

Technical Specifications

Ecological Services Summary

These specifications provide a comprehensive list of Work Categories for “on-call” ecological services. It details wetland management and open space management as separate Work Categories requested by City of Tacoma (COT) Environmental Services. One will also find related tasks, activities and required certifications.

All work will be scheduled by means of a Task Authorization to establish dates, activities, times, phasing, and location(s) of the work. Task Authorizations will be issued at the discretion of the City Project Manager. Upon commencement of each project, the City Project Manager will walk work crews through each project site and set of tasks. The City Project Manager will provide additional maps, work prescriptions, plans, and/or site visits as needed to clarify project areas and scope of work.

Related References and Sections

All relevant construction activities shall:

1. Be in accordance with the City of Tacoma General Special Provisions Sections 8-01, 8-02, 8-03, 9-14, and 9-15, in association with the Washington Department of Transportation 2025 Standard Specifications for Road, Bridge, and Municipal Construction.
2. All construction shall be in accordance with the City of Tacoma Standard Plans Landscaping (LS) and Green Stormwater Infrastructure (GSI).
3. Comply with the City of Tacoma Stormwater Management Manual Volume 3 - Construction Site Stormwater Best Management Practices, Chapter 1 Construction Stormwater Pollution Prevention BMPs.
4. Comply with City of Tacoma Urban Forest Manual, inclusive of ANSI A300 Tree Care Standards Clause 5 Pruning.
5. Comply with sizing and grading standards of the "American Standards for Nursery Stock" ANSI Z60.1

General Conditions

An initial mobilization fee of 10 percent of the original contract amount shall be paid within 30 days of contract execution. This shall include all costs associated with project coordination, submittals, and all other preparatory activities.

Payment for each Task Authorization will be made when the project site(s) is considered physically complete and all required documents are received. The contractor shall provide record of quantities for all labor, equipment, materials, subcontracted work, and miscellaneous expenses. Payments shall be made no later than 30 calendar days from the date this information is received.

Each scope of work shall be managed using the City’s project management software, Trimble Unity Construct. This includes Task Authorizations, payments, submittals, change orders, and document storage. The contractor shall provide daily work activity reports, with format and content tailored to the specific requirements of the assigned City team. Documentation and training shall be provided by the City after award of the contract.

Minimum Qualifications and Certifications

- Copies of all required licenses shall be supplied to the City of Tacoma Environmental Services prior to contract award or applicable Task Authorization.

- The Contractor and all on-site Supervisors shall have the technical knowledge required to distinguish between Pacific Northwest native plant species, common ornamental plants, and unwanted plant species, including, but not limited to all noxious weed species categorized by Washington State and Pierce County Weed Control Board, and species identified in the project documentation and City of Tacoma specifications/standards.
- The Contractor shall hold and maintain a current Washington Department of Agriculture pesticide license. If a project includes applying herbicides to water/wetland areas, an Aquatic Endorsement shall be required. The license(s) must be provided to the City of Tacoma Project Manager within 5 days of request.
- The Contractor shall acquire necessary permits to complete projects including but not limited to Tacoma Public Utilities hydrant permit and certification card, and Department of Ecology Aquatic & Invasive Species Control permit.
- The Contractor shall have successfully completed at least five projects with similar work categories to this contract within the past five years. The examples provided in the Statement of Qualifications (SOQ) must include work related to wetland and open space management, comparable to those defined in these technical specifications. The Contractor must have self-performed a minimum of 75% of the total contract value for each project.
- The on-site Supervisor shall have successfully completed at least five wetland and/or open space management projects in the pertinent role within the last five years. The Supervisor named in the SOQ shall be dedicated to each project included in the contract, unless otherwise approved by the City Project Manager.
- The Pesticide Applicator shall have successfully completed at least five wetland and/or open space management projects in the pertinent role within the last five years. This individual must have a Washington Department of Agriculture pesticide license. The Pesticide Applicator named in the SOQ shall be dedicated to each project that requires the application of pesticides, unless otherwise approved by the City Project Manager.

Bid Item Descriptions

1. **Labor**: Billed at Prevailing Wage Rates plus markup for overhead and other expenses.
2. **Materials:** Billed at invoice plus markup for overhead and other expenses.
3. **Equipment:** Billed at Blue Book rates as modified by current AGC/WSDOT Equipment Rental Agreement for Contractor-owned equipment or at invoice for rented equipment plus markup for overhead and other expenses. This also includes costs for small tools, expendables, and consumable supplies.
4. **Miscellaneous Expenses:** Billed at invoice plus markup for overhead and other expenses.
5. **Subcontracted Work:** Billed at invoice plus markup for overhead and other expenses.

Wetland Management, Open Space Management, and Ecological Restoration Activities

Costs associated with each activity shall include all labor, tools, equipment, and materials necessary to perform the work unless otherwise specified.

1. Tree & Native Plant Installation/Replacement

- "Tree & Native Plant Installation/Replacement" shall include all materials, labor, tools, equipment and supplies necessary for weed control within planting areas, planting area preparation, fine grading, planting, fertilizing, cultivating, providing and placing root barriers, purchasing, placing, and maintaining tree watering bags, and clean-up for the particular items called for in the Plans until the physical completion date of the Task Authorization. Trees shall be planted in accordance with the Urban Forest Manual Chapter 4 General Planting Standards and City of Tacoma Standard Plans LS-01 and LS-02.
- "Tree & Native Plant Installation/Replacement" includes installation of live stakes and live fascines, which are erosion control materials made from bundled live and dead woody cuttings of tree or shrub species. Cuttings are live plant material without a previously developed root system. Source materials for cuttings should be dormant when the cutting is taken. Live stakes and live fascines shall be installed in accordance with Washington Department of Transportation 2025 Standard Specifications Sections 8-02.3(15)A Live Fascines.
- Planting also includes incorporation of mycorrhizal amendments to enhance root function, nutrient and water uptake, soil structure, and plant diversity with guidance in the Task Authorization.

2. Temporary and Permanent Seeding

- "Temporary and Permanent Seeding" shall include all materials, labor, tools, equipment and supplies necessary to prepare seeding area, provide topsoil, perform fine grading, perform direct seeding, either by hand-seeding or hydroseeding, of native plant species or other specified mix to supplement or replace other plant materials. Seeding shall be applied in accordance with City of Tacoma Stormwater Management Manual BMP C120: Temporary and Permanent Seeding
- Topsoil to be applied per City of Tacoma Standard Plan GSI 01d, except in areas around existing mature trees. Do not scarify existing site soil.
- Seed Mix

  The seed mixes shown below are standard mixes where temporary or permanent vegetative cover is required and may be adapted for use at each site and Task Authorization, or as directed by the City Project Manager.

Scientific Name	**Common Name**	**Percent By Weight**
Bromus carinatus	California brome	25
Deschampisa caespitosa	tufted hairgrass	15
Festuca rubra	native red fescue	20
Hordeum brachyamtherum	meadow barley	40

Table 1 City of Tacoma SWMM BMP C120 Table 3-3 Native Temporary Erosion Control Seed Mix

Scientific Name	Common Name	Percent By Weight
Festuca arundinacea	dwarf tall fescue	45
Lolium perenne var. barclay	dwarf perennial rye	30
Festuca rubra	red fescue	20
Agrostis capillaris	colonial bentgrass	5

Table 2 City of Tacoma SWMM BMP C120 Table 3-5 Low Growing Turf Seed Mix

Scientific Name	Common Name	Percent By Weight
	grasses	
Bromus carinatus	California brome	25
Deschampisa caespitosa	tufted hairgrass	15
Elymus glaucus	blue wildrye	10
Festuca roemerii	Romer's fescue	20
	perennials	
Achillea millefolium	yarrow	5
Eriophyllum lanatum	Oregon sunshine	5
Eschscholzia californica	California poppy	3
Lupinus bicolor	bicolor lupine	6
Solidago canadensis	Canada goldenrod	3
	annuals	
Clarkia amoena	farewell to spring	5
Gilia capitata	globe gilia	3

Table 3 City of Tacoma SWMM BMP C120 Table 3-6 Native Meadow Seed Mix

3. Topsoil and Compost

- "Topsoil and Compost" shall include all materials, labor, tools, equipment and supplies necessary to place topsoil or amend existing soils as shown on the plans or directed by the City Project Manager to increase the water-holding capacity of the soil, mitigate surface erosion, and minimize requirements for fertilizer and pesticide use. The installation of topsoil and compost may be required before planting, after planting, as a soil amendment or seedbed, to stabilize soils, or to de-compact soils. Materials shall comply with 2025 Standard Specifications 9-14.5(8) Compost, Standard Plan GSI-01a through GSI-01d, BMP C125: Compost, and BMP C121: Mulching.
- Topsoil shall meet requirements for Topsoil Type A in Section 8-02.3(4). Topsoil Type A shall be an imported topsoil and compost mix from a topsoil supplier or certified composting facility in accordance with Section 9-14.5(8). The Contractor shall place, till and fine grade Topsoil Type A in accordance with Section 8-02 and City of Tacoma Standard Plan GSI-01d. Topsoil Type A shall conform to Sections 9-14.2 and 9-14.2(1). The Contractor shall submit a certification by the supplier that the contents of the Topsoil meet the requirements in the Special Provisions. Compost shall meet the requirements of Section 9-14.5(8). Compost must be made from organic materials that have undergone controlled aerobic decomposition. It should be stable, meaning it doesn't excessively consume oxygen or release carbon dioxide. The compost must also be mature and ready for use as a soil amendment or erosion control best management practice (BMP). It should have balanced moisture content, with no visible water or dust when handled.
- Per GSP 8-02.3(6)A, the contractor is required to report compost quantities to the City.

4. **Arborist Wood Chip Mulching**
   - "Arborist Wood Chip Mulching" shall be coarse ground wood chips (approximately ½" to 6" along the longest dimension) derived from the mechanical grinding or shredding of the above-ground portions of trees. It may contain wood, wood fiber, bark, branches, and leaves; but may not contain visible amounts of soil. It shall be free of weeds and weed seeds including but not limited to the plants on the Pierce County Noxious Weed list available at: www.piercecountyweedboard.wsu.edu, and shall be free of unwanted plant portions capable of resprouting, including but not limited to horsetail, ivy, clematis, bindweed, etc. It may not contain more than 0.5% by weight of manufactured inert material (plastic, concrete, ceramics, metal, etc.).
   - Bark or wood chip mulch shall be applied to a depth of 4 inches over all planting areas or as shown in the Plans, unless otherwise specified. Mulch shall not be applied directly to the base of stems and shall be feathered to plant material, leaving trunks, stems, canes, and root collars with gap of 2 inches minimum free of mulch. Mulch shall be placed so that when compacted it is flush with the top of junction and valve boxes, curbs, sidewalk, and pavement edges.
   - "Arborist Wood Chip Mulching" also includes applying wood chip mulch evenly in a 4-6" deep ring (also known as "mulch rings") around the base of recently installed trees and other plants, keeping it clear of the stem or trunk.
   - "Arborist Wood Chip Mulching" also includes sheet mulch applications by covering cleared areas with 3/8" burlap or cardboard around existing native plants, then covering with 6-8" of arborist wood chip mulch.

5. **Pruning and Brushing**
   - "Pruning and Brushing" shall include all materials, labor, tools, equipment and supplies necessary to prune and brush sites as shown on the plans or directed by the City Project Manager to preserve the natural form and structure of native plant species, ensuring the maintenance of sight lines, plant health, and optimal production.
     - All pruning and brushing must be performed in accordance with City of Tacoma Urban Forest Manual. Two essential techniques are reduction cuts, which shorten stems to a lateral branch to guide future growth, and removal cuts, which eliminate entire branches at their base to maintain structure. Pruning cuts shall be made in a manner to favor the earliest possible covering of the wound by callus growth. Cuts that produce large (greater than 1.5") wounds or weaken the tree will not be acceptable without approval from the City. All pruning shall produce a clean cut without bruising or tearing the bark. Heading, topping, and shearing are considered counterproductive and should be avoided.
   - "Pruning and Brushing" also involves removal of source materials for live cuttings, which should be dormant when harvested.
   - "Pruning and Brushing" also involves thinning out all types of vegetation to reduce competition to or release desirable plants. Unless otherwise specified in the Task Authorization, utilize reduction cuts to clear 3-5 ft around each seedling or sapling tree by cutting back any competing vegetation. Prune overhanging vegetation (both native and unwanted weeds) to ground level sufficient to create a 45-degree cone of light for the tree seedling.

6. Removal of Unwanted Weeds

- "Removal of Unwanted Weeds" shall include all materials, labor, tools, equipment and supplies necessary to remove unwanted weeds. Unless otherwise identified, the Contractor is responsible for removing and/or treating unwanted plant species, including but not limited to: Washington State Class A noxious weeds, County-enforced Class B noxious weeds, and unwanted/nuisance weed species specified by the Task Authorization.
- "Removal of Unwanted Weeds" shall also include protecting existing trees and avoiding damage to existing native plants with a strong emphasis on non-herbicide strategies whenever possible. Employ an integrated pest management process using a combination of techniques such as manual, mechanical, chemical, or cultural methods to meet performance criteria outlined in the Task Authorization.
    - Manual removal is the primary type of weed removal treatment. It involves physically pulling, digging up, or grubbing weeds by hand, using basic tools such as hand trowels, hoes, or weed pullers. Task Authorizations will set clearing and grubbing limits accordingly, leaving stumps and roots in place when possible, to enhance soil stability and health.
    - Mechanical removal of unwanted species involves the use of power and hand tools, such as chainsaws, brush cutters, string/bladed trimmers, miscellaneous weeding tools, or small equipment where appropriate, as well as follow-up clearing and grubbing of roots after the initial mechanical treatment to meet performance standards.
    - Chemical treatment of unwanted species includes methods such as lance, cut-stump treatment, stem-injection, frill and treat, cut-and-dab treatment of shrubs, foliar spraying, and wipe-on applications.
    - Cultural treatment includes modifying the growing environment or maintenance practices to reduce pest pressure. This includes actions from other Work Categories, as well as plant spacing, mulching, pruning, irrigation, and sanitation to promote healthy plant growth and make conditions less favorable for pests.
- Pesticide/Herbicide Treatment:
    - All pesticide applications must be made under the direct supervision of a licensed pesticide applicator and conform to all applicable State and Federal regulations, City of Tacoma policies, and Environmental Services guidelines.
    - Pesticide Applicators shall ensure proper and careful herbicide use and selection to prevent over-application, drift, translocation, off-target damage, and contamination of ponds or groundwater supplies. This includes strict adherence to chemical label directions, monitoring environmental conditions (such as temperature, precipitation, and wind), and applying herbicides only under appropriate conditions to ensure effectiveness and minimize environmental impact.
    - Pesticides shall not be used to control plants that are in flower or fruit without prior approval from the City Project Manager, and spraying shall be avoided when pollinators are active on target weeds or adjacent native vegetation.
    - Treatment activities shall comply with all requirements of the Department of Ecology's Aquatic Noxious Weed Management General Permit when using herbicides near water resources and in areas that are wet during herbicide application or will become wet while the active ingredient is biologically available.

  - Applicators must have an aquatic endorsement when applying herbicides in a wetland, shoreline, or riparian areas, characterized by open and flowing water, saturated soils, or wetland vegetation.
  - Chemical applications must include sufficient blue marker dye in the solution to ensure clear and visible evidence that the target species have been treated sufficiently.
  - In accordance with Washington State law, requirements for signage per RCW 17.21.410, all treated sites will be posted with appropriate signage for a minimum of 24-hours.
- Weed Hygiene: The contractor shall avoid moving weeds on tools, materials, boots, and clothing within an open space site or from site to site. To reduce the potential for moving weeds, employ basic precautions prior to entering the field by ensuring equipment and clothing is free of seeds and soil, including: cleaning soil from tools while still on site using a stiff brush; removing and washing/brushing boots that are potentially carrying soil and seeds; limiting access through known noxious weed infestations to prevent seed/ propagule spread; and, flagging or fencing off weed populations.
- Any resulting debris shall be disposed of by hauling off site to an approved disposal facility. Alternatively, the City allows small plant debris to be piled and composted on-site in a manner specified by the Task Authorization.
- All safety equipment must be used to meet legal requirements for the work, including appropriate personal protective equipment and a spill kit.

7. Plant Establishment Watering, Installation and Maintenance of Temporary Irrigation

- The Contractor shall maintain the planting areas and all plants planted within the project limits to ensure the continued growth of the planted material until expiration of the Task Authorization. This work includes manually watering newly installed trees and other plants as well as installation, repair, and removal of cisterns, hose bibs, and related equipment essential to providing water to newly planted vegetation or areas under restoration from March through October (watering season). Watering frequency, quantity and method will be outlined in the Task Authorization.
  - Watering Schedule/Frequency will be determined by the Task Authorization; however, a common frequency of weekly to bi-weekly is to be expected. Quantity of water applied shall up to 20 gallons per tree and plant per watering event. Soil should be moist 4-6 inches deep after watering.
  - Method 1: Maintain and utilize existing irrigation system if available on site.
  - Method 2: Overhead water or hoses, plumbed to the water truck and pumps during watering, and removed at the end of workday.
  - Method 3: Installation of a temporary, above-ground irrigation system, plumbed to the water truck during watering.
  - Method 4: Tree Watering Bag: Tree Watering Bag materials shall be Treegator® Original (20-gallon capacity) for all deciduous trees, “low profile” Treegator® Jr. (15-gallon capacity) for all evergreen trees (or trees with branches less than 2 feet from the ground that would impede the installation of a Treegator® Original), or a Project Manager approved equal. Bags shall be filled once per week at a minimum.
- Operation of temporary irrigation entails setting up the irrigation system and water delivery according to site plans and includes installation, connections, and maintenance of the system.

After installation, the system is tested for proper operation, checking for leaks, ensuring even water distribution, and making necessary adjustments.

- Hose bibs: Installing outdoor faucets involves connecting them to temporary water lines and ensuring they are easily accessible for attaching hoses.
- Related Equipment: This includes poly and PVC pipes, valves and other appurtenances required for temporary irrigation systems. Installation requires laying pipes, connecting valves, and ensuring the system operates safely and efficiently.

8. Construction Stormwater Pollution Prevention Best Management Practices (BMPs)

- "Construction Stormwater Pollution Prevention BMPs" shall include materials, labor, tools, equipment and supplies necessary to install BMPs as shown on the Plans or as directed by the City Project Manager. BMPs and temporary erosion control shall be constructed and maintained in conjunction with all work activities in Environmentally Critical Areas in accordance with City of Tacoma Stormwater Management Manual Volume 3 - Construction Site Stormwater Best Management Practices Chapter 1 Construction Stormwater Pollution Prevention BMPs, Chapter 7 Site Design BMPs, and Volume 6 Source Control Best Management Practices, Chapter 1 Source Control BMPs Applicable for All Sites, and; Washington Department of Transportation 2025 Standard Specifications Sections 8-02.
- Below is a list of BMPs that will commonly be installed and maintained, which involves actions, maintenance procedures, and structural or management techniques used alone or together to prevent or reduce erosion and pollutant discharge into Washington State waters. Temporary BMPs must be implemented during the construction phase as applicable.

Construction & Site Design BMPs
BMP C101: Preserving Natural Vegetation / BMP L620: Preserving Native Vegetation Preserving desirable native vegetation during work activities reduces erosion, supports stormwater management, and protects existing trees by minimizing disturbance, using protective fencing, and avoiding root damage, soil compaction, and mechanical injury.
BMP C103: High Visibility Fence High visibility fencing is used to clearly mark clearing limits, protect sensitive areas, and control site access, and must be properly installed and maintained to ensure visibility, rigidity, and compliance with project boundaries.
BMP C120: Temporary and Permanent Seeding Temporary and permanent seeding stabilizes exposed soils to reduce erosion by establishing vegetation cover, using seasonally timed applications, proper soil preparation, mulch or erosion control products, and site-specific seed mixes, with added measures such as mulching to ensure effective plant growth and long-term site stabilization.
BMP C121: Mulching Mulching provides immediate, temporary erosion protection and supports plant establishment by conserving moisture and stabilizing soil and should be applied to disturbed areas with at least 2 inches of mulch and maintained as needed. Mulch includes chipped vegetation from the site, hydro-mulch, wood strand mulch, Woodstraw, and straw.

BMP C122: Nets and Blankets Erosion control nets and blankets, made from natural or synthetic fibers, are used on steep slopes and in channels to prevent erosion, secure seed and mulch, and support vegetation establishment, and must be properly installed with full ground contact and maintained to prevent undercutting and ensure long-term effectiveness.
BMP C123: Plastic Covering Plastic covering provides short-term, emergency erosion protection for disturbed areas and slopes, particularly during heavy rains or urgent situations, and must be properly installed, secured, and maintained to prevent runoff-related damage, with removal required once it is no longer needed.
BMP C125: Compost Compost is used to support vegetation growth and filter stormwater by removing fine sediments and contaminants, and may be applied as blankets, berms, or socks following specific installation and maintenance standards, but should not be used near nutrient-sensitive or phosphorus-impaired waterbodies.
BMP C153: Material Delivery, Storage and Containment Material delivery, storage, and containment—especially for herbicides and fuel—must prevent pollution by minimizing hazardous material storage onsite, using secondary containment, protecting materials during wet weather, and maintaining spill kits and clean storage areas to ensure stormwater and watercourses are not contaminated.
BMP C162: Scheduling Scheduling land-disturbing activities is a key erosion control strategy, and such activities shall be severely limited from October through March to minimize soil exposure, with work activities sequenced to limit cleared areas, install controls promptly, and stabilize disturbed ground as work progresses.
BMP C203: Water Bars Water bars are low ridges or ditches installed diagonally across trails or access routes to divert stormwater runoff, reduce erosion, and prevent gully formation—especially in compacted or sloped areas—and must be properly spaced, stabilized, and maintained throughout trail building and maintenance activities.
BMP C231: Brush Barrier Brush barriers are temporary structures made from materials like chipped vegetation, mulch, or compost to slow runoff and trap sediment on small areas, and when constructed with woody debris, they can also serve as habitat piles, providing shelter and structure for wildlife in addition to erosion control.
BMP C233: Silt Fence Silt fence is a temporary sediment control barrier used downslope of disturbed areas to reduce sediment transport by slowing overland water flow, but it must not be used in concentrated flow areas or streams, and must be properly installed on contour, maintained regularly, and removed or replaced as needed to ensure effectiveness.
BMP C235: Wattles Wattles are temporary erosion and sediment control barriers made of natural fiber-filled cylinders placed along slope contours to slow runoff, trap sediment, and stabilize disturbed soils, particularly effective during short construction delays or until permanent vegetation is established. Wattles shall be laid out, spaced, and staked in accordance with the SWMM. Live stakes can be used in addition to, but not as a replacement for, wooden stakes.

Source Control BMPs
BMP S104: Spill Prevention and Cleanup Requires spill prevention, planning, and immediate cleanup to protect public health and infrastructure, emphasizing proper storage, staff training, accessible spill kits, and strict response procedures to prevent contaminants from entering the stormwater or wastewater systems.
WSDOT Standard Specifications Sections 8-02
8-02.3(15)A Live Fascines Live fascines are bundles of live and dead native plant cuttings installed along slopes to control erosion, improve stability, and promote revegetation, and may be used in conjunction with wattles for enhanced slope protection and sediment control.

- Clean-up of sites after each day of work – clean-up may include removal and disposal of organic debris created during weed removal, pick-up and disposal of non-organic litter blown-in or dumped on site, and maintaining a general hygiene of active work areas.

9. Exclusion Fencing and Plant Protection

- "Exclusion Fencing and Plant Protection" shall include all materials, labor, tools, equipment and supplies necessary to set up and maintain exclusionary fencing or plant protection. Exclusionary fencing or plant protection may be required to protect Environmentally Critical Areas, control access, mitigate wildlife browse of native plantings using materials defined and designed by the City Project Manager.
- Split rail is exclusionary fencing required in Environmentally Critical Areas and shall not interfere with species migration, including fish runs, nor shall it impede emergency egress.
- Tree Protection Tubes are plastic, or mesh tubes placed around young trees to protect from browsing animals (e.g., deer, rabbits). Examples: Tubex, Blue-X, or Vexar mesh tubes.
- Wire Cages are 3 ft high, 14-gauge galvanized, 2x4 in mesh welded wire formed into a cylinder around a tree, supported by wood grade stakes are also an adaptable and more breathable option effective against some rodents, deer, and beaver.

10. Trail Maintenance

- Trail classifications range from undeveloped to improved. Class 1 trails are informal and unmanaged paths in open space with limited accessibility. Class 2 trails exist in naturalized areas with soft surface tread, minimal modifications for safety and few amenities. Class 3 trails are developed for program use, with crushed rock surfaces, designated access points, and some user amenities.
- Clearing of vegetation to install soft surface Class 1 and Class 2 pedestrian trails for low impact uses and passive recreation. Trails shall be constructed of pervious material such as local soil, bark chip or equivalent, in a manner which will not contribute to surface water runoff or erosion.
- Removal, modification, or revegetation of informal paths and accessways that are not part of a designated trail system for the purpose of deterring usage.
- Pruning and brushing of trail corridor that preserves the natural form and structure of the plant species to maintain sight lines, health, and production of the plants, often incorporating Crime Prevention Through Environmental Design (CPTED) principles.
- Installation of trailhead and wayfinding signage or other signs. Signage shall be mounted on 4x4 or 4x6 inch posts, installed with concrete footings. Signs themselves will be provided by the City.

11. Litter and Garbage Removal

- "Litter and Garbage Removal" shall include all materials, labor, tools, equipment and supplies necessary to remove litter and garbage from the site. The Contractor shall collect and bag and dispose of all litter found during field work. Litter required for removal does not include biohazardous material, sharps, drug related paraphernalia, excessive dumping (e.g., appliances), property encroachment, or belongings associated with illegal camping unless otherwise agreed upon by the Contractor and City Project Manager.
- Litter and garbage removal requires safety protocols and personal protective equipment. Consolidated items may either be placed in a location jointly determined by the Contractor and City Project Manager for removal or disposed of immediately by the Contractor. Plastic, steel, aluminum, and glass should be separated for recycling unless otherwise directed by the City Project Manager.

Supplying and Installing Materials

The contractor will coordinate acquisition of materials necessary for project implementation, including but not limited to erosion control materials, soil/mulch delivery, irrigation supplies, and plant material. All supplied materials shall meet the City of Tacoma Standard Specifications and shall be used or applied, as applicable, per the City of Tacoma Standard Plans and may be updated throughout the Contract.

All work, including the tasks listed above and any additional assignments, will be scheduled through a Task Authorization to establish dates, activities, times, phases, and locations. Additional maps, work prescriptions, plans, and/or site visits will be provided as needed to clarify project areas and scopes of work. These work orders and project scopes will be issued at the discretion of the City Project Manager. The City does not guarantee the use of any resultant contract and reserves the right to utilize other appropriate contract sources for obtaining related products or services.

APPENDIX B

Signature Page

Price Proposal Form

Example Price Proposal Form

Statement of Qualifications

Certification of Compliance With Wage Payment Statutes

State Responsibility and Reciprocal Bid Preference Information

SIGNATURE PAGE

Addendum 2

CITY OF TACOMA
ENVIRONMENTAL SERVICES/ENGINEERING

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

REQUEST FOR BIDS SPECIFICATION NO. ES26-0076N
ECOLOGICAL SERVICES

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

_____
Authorized Signatory E-Mail Address

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

_____
E-Mail Address for Communications

_____ _____
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.

BID PROPOSAL

SPECIFICATION NO. ES26-0076N

ECOLOGICAL SERVICES

Name of Contractor: _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	MARKUP RATE	TOTAL MARKUP AMOUNT
1.	**Labor**	$125,000	_____%	$_____
2.	**Materials**	$75,000	_____%	$_____
3.	**Equipment**	$25,000	_____%	$_____
4.	**Miscellaneous Expenses**	$5,000	_____%	$_____
5.	**Subcontracted Work**	$20,000	_____%	$_____
Grand Total (Items 1-5)				$_____

NOTES:

1. The TOTAL AMOUNT for proposal items 1-5 shall be determined by multiplying the estimated quantity by the percent markup rate. For example, if the estimated quantity is $10,000 and the markup rate is 10%, then the value would be:

   TOTAL AMOUNT = $10,000 x 0.10 = $1,000

2. The listed quantities are an estimate of the expected proportions of work for the purpose of evaluating proposals for award. Actual quantities and relative proportions will vary based upon each Task Authorization.

3. Refer to the Technical Specifications for bid item descriptions.

4. Washington State Department of Revenue Rules 170 and 171 regarding sales tax shall apply as shown in each Task Authorization.

Addendum 2

BID PROPOSAL

SPECIFICATION NO. ES26-0076N

ECOLOGICAL SERVICES

Name of Contractor: _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	MARKUP RATE	TOTAL MARKUP AMOUNT
1.	**Labor**	$125,000	20 %	$ 25,000
2.	**Materials**	$75,000	15 %	$ 11,250
3.	**Equipment**	$25,000	15 %	$ 3,750
4.	**Miscellaneous Expenses**	$5,000	5 %	$ 250
5.	**Subcontracted Work**	$20,000	5 %	$ 1,000
Grand Total (Items 1-5)				$ 41,250

NOTES:

1. The TOTAL AMOUNT for proposal items 1-5 shall be determined by multiplying the estimated quantity by the percent markup rate. For example, if the estimated quantity is $10,000 and the markup rate is 10%, then the value would be:

   TOTAL AMOUNT = $10,000 x 0.10 = $1,000

2. The listed quantities are an estimate of the expected proportions of work for the purpose of evaluating proposals for award. Actual quantities and relative proportions will vary based upon each Task Authorization.

3. Refer to the Technical Specifications for bid item descriptions.

4. Washington State Department of Revenue Rules 170 and 171 regarding sales tax shall apply as shown in each Task Authorization.

STATEMENT OF QUALIFICATIONS FOR ES26-0076N ECOLOGICAL SERVICES

The forms shall be completed in their entirety and submitted with the bid package. **Failure to submit the completed forms and meet the requirements shall be grounds for rejection of bid. The City of Tacoma shall be the sole judge in determining if the prospective bidder meets the minimum experience requirements.**

The Contractor shall have successfully completed at least five projects with similar work categories to this contract within the past five years. The examples provided must include work related to wetland and open space management, comparable to those defined in these technical specifications. The Contractor must have self-performed a minimum of 75% of the total contract value for each project.

The on-site Supervisor shall have successfully completed at least five wetland and/or open space management projects in the pertinent role within the last five years. The Supervisor named in this form shall be dedicated to each project included in the contract, unless otherwise approved by the City Project Manager.

The Pesticide Applicator shall have successfully completed at least five wetland and/or open space management projects in the pertinent role within the last five years. This individual must have a Washington Department of Agriculture pesticide license. The Pesticide Applicator named in this form shall be dedicated to each project that requires the application of pesticides, unless otherwise approved by the City Project Manager.

Contractor Requirement:

Contractor Name:_____

List five projects that meet the experience criteria noted above regarding similar project work categories. Attach additional sheets if more space is needed.

1. Project Name:_____

   Percentage of Total Contract Value Performed:_____

   Owner/Client:_____

   Contact Name:_____

   Contact Phone:_____

   Contact Email:_____

   Brief Project Description:_____

   _____

2. Project Name:_____

   Percentage of Total Contract Value Performed:_____

   Owner/Client:_____

   Contact Name:_____

   Contact Phone:_____

   Contact Email:_____

   Brief Project Description:_____

3. Project Name:_____

   Percentage of Total Contract Value Performed:_____

   Owner/Client:_____

   Contact Name:_____

   Contact Phone:_____

   Contact Email:_____

   Brief Project Description:_____

4. Project Name:_____

   Percentage of Total Contract Value Performed:_____

   Owner/Client:_____

Contact Name:_____

Contact Phone:_____

Contact Email:_____

Brief Project Description:_____

_____

_____

5. Project Name:_____

   Percentage of Total Contract Value Performed:_____

   Owner/Client:_____

   Contact Name:_____

   Contact Phone:_____

   Contact Email:_____

   Brief Project Description:_____

   _____

   _____

Supervisor Requirement:

Name of Supervisor:_____

List five projects that meet the experience criteria noted above regarding similar project work categories. Attach additional sheets if more space is needed.

1. Project Name:_____

   Owner/Client:_____

   Contact Name:_____

   Contact Phone:_____

Contact Email:_____

Brief Project Description:_____

_____

_____

If contractor was different than the bidding contractor on this project, list the name, contact person, phone number, and email for the prime contractor: _____

_____

2. Project Name:_____

Owner/Client:_____

Contact Name:_____

Contact Phone:_____

Contact Email:_____

Brief Project Description:_____

_____

_____

If contractor was different than the bidding contractor on this project, list the name, contact person, phone number, and email for the prime contractor: _____

_____

3. Project Name:_____

Owner/Client:_____

Contact Name:_____

Contact Phone:_____

Contact Email:_____

Brief Project Description:_____

_____

_____

If contractor was different than the bidding contractor on this project, list the name, contact person, phone number, and email for the prime contractor: _____

_____

4. Project Name:_____

   Owner/Client:_____

   Contact Name:_____

   Contact Phone:_____

   Contact Email:_____

   Brief Project Description:_____

   _____

   _____

   If contractor was different than the bidding contractor on this project, list the name, contact person, phone number, and email for the prime contractor: _____

   _____

5. Project Name:_____

   Owner/Client:_____

   Contact Name:_____

   Contact Phone:_____

   Contact Email:_____

   Brief Project Description:_____

   _____

   _____

If contractor was different than the bidding contractor on this project, list the name, contact person, phone number, and email for the prime contractor: _____

_____

Pesticide Applicator Requirement:

Name of Pesticide Applicator:_____

List five projects that meet the experience criteria noted above regarding similar project work categories. Attach additional sheets if more space is needed.

1. Project Name:_____

   Owner/Client:_____

   Contact Name:_____

   Contact Phone:_____

   Contact Email:_____

   Brief Project Description:_____

   _____

   _____

   If contractor was different than the bidding contractor on this project, list the name, contact person, phone number, and email for the prime contractor: _____

   _____

2. Project Name:_____

   Owner/Client:_____

   Contact Name:_____

   Contact Phone:_____

   Contact Email:_____

   Brief Project Description:_____

If contractor was different than the bidding contractor on this project, list the name, contact person, phone number, and email for the prime contractor: _____

3. Project Name: _____

   Owner/Client: _____

   Contact Name: _____

   Contact Phone: _____

   Contact Email: _____

   Brief Project Description: _____

If contractor was different than the bidding contractor on this project, list the name, contact person, phone number, and email for the prime contractor: _____

4. Project Name: _____

   Owner/Client: _____

   Contact Name: _____

   Contact Phone: _____

   Contact Email: _____

   Brief Project Description: _____

If contractor was different than the bidding contractor on this project, list the name, contact person, phone number, and email for the prime contractor: _____

_____

5. Project Name:_____

   Owner/Client:_____

   Contact Name:_____

   Contact Phone:_____

   Contact Email:_____

   Brief Project Description:_____

   _____

   _____

   If contractor was different than the bidding contractor on this project, list the name, contact person, phone number, and email for the prime contractor: _____

   _____

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 August 10, 2026, 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.*

Addendum 2

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 for the one-year period immediately preceding the date of the bid solicitation	☐ 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 chapter 39.04 RCW and chapter 39.12 RCW?	☐ Yes ☐ No ☐ Exempt
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	☐ Yes ☐ No

Specification Number: _____

Name of Bidder: _____

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	If yes, provide an explanation of your disqualification on a separate page
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.	

APPENDIX C

Sample Contract

Sample Payment Bond

Sample Performance Bond

Sample General Release Form

Sample Task Authorization 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

APPENDIX A
FEDERAL FUNDING

1. Termination for Breach

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if 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. Prevailing Wages

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.

2. 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 made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:

    i. 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.

    ii. 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.

    iii. 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.

3. COPELAND ANTI-KICKBACK ACT

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

A. 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. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

SAMPLE

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.

4. 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. If the CONTRACTOR does over $10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and 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:

A. 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. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. In the event of 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 federally funded contracts in accordance with procedures

SAMPLE

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.

G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) 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. 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 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.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. Overtime requirements. Neither 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.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) 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 (3)(A) 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 (3)(A) of this section.

C. 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

SAMPLE

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 sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) 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 (3)(A) through (D) of this section.

6. CLEAN AIR ACT

A. 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.

B. 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.

CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal funds.

7. FEDERAL WATER POLLUTION CONTROL ACT

A. 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.

B. 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 appropriate federal agency.

C. CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal funding.

8. DEBARMENT AND SUSPENSION

A. 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).

B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

SAMPLE

C. 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 CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. 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 throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT

A. 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.

B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

10. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing forcompliance with the contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

B. 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.

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

SAMPLE

APPENDIX A-1

APPENDIX A to 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.

SAMPLE

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____Date

APPENDIX B—Sub-recipient information and requirements

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) **Agency Name (must match the name associated with its unique entity identifier)**		(ii) **Unique Entity Identifier** *(i.e., DUNS)*	**City of Tacoma Number for This Agreement**
(iii) **Federal Award Identification Number (FAIN)**	(iv) **Federal Award Date**	(v) **Federal Period of Performance Start and End Date**	(vi) **Federal Budget Period Start and End Date**
(vii) **Amount of Federal Funds *Obligated* to the agency *by this action*:** $	(viii) **Total Amount of Federal Funds *Obligated* to the agency**	(ix) **Total Amount of the Federal Award *Committed* to the agency** $	
(x) **Federal Award Project Description:** CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) **Federal Awarding Agency:** DEPARTMENT OF THE TREASURY	**Pass-Through Entity:** City of Tacoma	**Awarding Official Name and Contact Information:**	
(xii) **Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)**			(xiii) **Identification of Whether the Award is R&D**
(xiv) **Indirect Cost Rate for the Federal Award**	**Award Payment Method (lump sum payment or reimbursement)** REIMBURSEMENT		

[

Addendum 2

PAYMENT BOND
TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]
Bond No.

That we, the undersigned, [Supplier name]
as principal, and _____
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,
$[dollar value], plus any applicable taxes , 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. [Enter Spec # Here]

Specification Title: [Enter Spec Title Here]

Contract No. [Enter Contract # Here]

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

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

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

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

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

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

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

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

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

Principal: [Supplier name]

_____

By: _____

Surety:

_____

By: _____

Agent's Name: _____

Agent's Address: _____

Addendum 2

PERFORMANCE BOND
TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]
Bond No.

That we, the undersigned, [Supplier Name]

as principal, and _____

as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of $[dollar value], plus any applicable tax , 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. [Enter Spec # Here]

Specification Title: [Enter Spec Title Here]

Contract No. [Enter Contract # Here]

(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: [Supplier name]

_____

By: _____

Surety:

_____

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for _____ (Project / Spec. #) between _____ (Themselves or Itself) and the City of Tacoma, 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 _____

FORMAL TASK AUTHORIZATION
TASK NUMBER 2025-XX

On-Call Professional Services
For
Environmental Services/Science and Engineering Division

Consultant:

Consultant Contact:

City Project Manager:

The general provisions and clauses of the current ON-CALL PROFESSIONAL SERVICES AGREEMENT CWXXXXXXX for on-call engineering services shall be in full force and effect for this Task Authorization. The agreed to scope, schedule, and cost for this task is as listed below and as attached and referenced herein.

Task Title:

Task Location:

Maximum Amount Payable for this Task: All work on this project will be invoiced on a time-and-materials basis in accordance with the existing contract. The estimated budget for this task is $XX. See Exhibit XX, Budget Breakdown.

Objective: To conduct XX (example: a constructability review on the Oakland Neighborhood Improvement Project). See Exhibit X, Scope of Services

Description of Schedule, Work & Deliverables: See Exhibit XX, Scope of Services

Attachments: Exhibit A, Scope of Services
Exhibit B, Budget Breakdown

ADM (CDG) Signature: _____ Date: _____

Consultant Name (Print): _____

Consultant Signature: _____ Date: _____

Division Manager Signature: _____ Date: _____

Authorized Start Date: _____

APPENDIX D

City of Tacoma Insurance Requirements

City of Tacoma General Provisions

Intent – Affidavit Info for On-Call 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 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 October 8, 2024)

SECTION I - BIDDING REQUIREMENTS

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent's Proposal

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

B. Alterations of Proposals Not Allowed

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

C. Filling Out City Proposal Sheets

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

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

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

1.03 RESPONDENT'S BOND OR CERTIFIED CHECK

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

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

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

1.04 DELIVERY OF PROPOSALS TO THE CITY’S PURCHASING OFFICE

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

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

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

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

1.05 LICENSES/PERMITS

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

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

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

1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

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

1.07 BID IS NONCOLLUSIVE

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

1.08 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

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

B. Prequalified Electrical Contractor

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

C. Insertions of Material Conflicting with Specifications

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

D. Correction of Ambiguities and Obvious Errors

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

1.09 WITHDRAWAL OF BID

A. Prior to Bid Opening

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

B. After Bid Opening

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

1.10 OPENING OF BIDS

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

1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION

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

1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

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

1.13 TAXES

A. Include In Proposal All Taxes

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

B. Federal Excise Tax

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

C. City of Tacoma Business and Occupation Tax

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

1.14 FIRM PRICES/ESCALATION

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

1.15 AWARD

A. Construction and/or Labor Contracts

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

B. Supply/Equipment Contracts

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

1.16 INCREASE OR DECREASE IN QUANTITIES

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

1.17 EXTENSION OF CONTRACT

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

1.18 PAYMENT TERMS

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

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

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

A. Payment methods include:

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

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

C. The City, in its sole discretion, will determine the method of payment for goods and/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
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

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

2.15 PACKING SLIPS AND INVOICES

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

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

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

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

2.16 APPROVED EQUALS

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

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

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

2.17 ENTIRE AGREEMENT

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

2.18 CODE OF ETHICS

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

2.19 FEDERAL FINANCIAL ASSISTANCE

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

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

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

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

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

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

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

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

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

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

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

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

C. CLEAN AIR ACT

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

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

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

D. FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

E. DEBARMENT AND SUSPENSION

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

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

INTENT & AFFIDAVIT INFORMATION FOR ON CALL CONTRACTS

A. One Intent to Pay Prevailing Wages and a corresponding approved Affidavit of Wages Paid (Affidavits) are to be filed for each 12 month (one year) period of the Contract performance for the Contractor and all subcontractors of any tier. Intents for the Contractor and all subcontractors shall be filed prior to any payment for work performed following Contract execution. Following the first 12 month period, Affidavits must be received prior to final payment for work performed during the first 12 month period. New Intents shall be filed prior to any payment for work performed during the second 12 month period for the Contractor and all subcontractors. Affidavits from the Contractor and all subcontractors must be received from Washington State's Department of labor and Industries (L&I) per Article 6 of the General Conditions.

B. Immediately following the end of all work completed under this Contract, the Contractor, and each subcontractor of any tier, shall file an approved Affidavit of Wages Paid with the L&I.

C. The Contractor shall post in a location readily visible to works at the Project site (1) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician of the Department of Labor and Industries and (2) the address and telephone number of the Industrial Statistician of the Department of labor and Industries to whom a complaint or inquiry concerning prevailing wages may be directed.

D. If a State of Washington prevailing wage rate conflicts with another applicable wage rate (such as Davis-Bacon Ace wage rate) for the same labor classification, the higher of the two shall govern.

E. Pursuant to RCW 39.12.060, if any dispute arises concerning the appropriate prevailing wage rate for work of a similar nature, and the dispute cannot be adjusted by the parties in interest, including labor and management representatives, the mater shall be referred for arbitration to the Director of the Department of Labor and Industries, and his or her decision shall be final and conclusive and binding on all parties involved in the dispute.

F. The Contractor shall defend (at the Contractor's sole costs, with legal counsel approved by the City of Tacoma), indemnify and hold the City harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs and expenses, whether direct, indirect, including but not limited to attorneys' fees and consultants' fees and other costs and expenses, from any violation or alleged violation by the Contractor or any subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or Chapter 51 RCW ("Industrial Insurance"), including but not limited to RCW 51.12.050.